AGENDA

CITY COUNCIL/ SUCCESSOR AGENCY TO THE FOUNTAIN VALLEY AGENCY FOR COMMUNITY DEVELOPMENT/ FOUNTAIN VALLEY HOUSING AUTHORITY

Closed Session 3:30 p.m.
Study Session 5:15 p.m.
Regular Meeting 6:00 p.m.
Tuesday, June 16, 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) three minutes and address the City Council through the Mayor. Comments to individuals or staff are not permitted. **Scheduled Matters, including Public Hearings**: Indicate on the card what item you want to address. **Unscheduled Matters:** Indicate on the card what subject matter you want to address. Comments must be related to issues that are within the jurisdiction of the governing body listed on the agenda. Pursuant to the Brown Act, the governing body may not enter into discussion regarding items not on the agenda.

CONSENT CALENDAR: All matters listed under the Consent Calendar are considered by the governing bodies listed herein to be routine and will be enacted on simultaneously with one

motion without discussion unless separate action and/or discussion is requested by a governing body member, staff, or a member of the public.

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

raising only those issues raised during the hearing or in written correspondence received by the governing body at or before the hearing.

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 unmute and make you comment.
- All public comments are allowed up to 3 minutes to speak.

Topic: City Council
Time: Jun 16, 2026 06:00 PM Pacific Time (US and Canada)
Join Zoom Meeting
https://fountainvalley.zoom.us/j/89217986129?pwd=sAxXKY0Js54pQi0IbLDj8gqplZF81z.1

Meeting chat link
https://fountainvalley.zoom.us/launch/jc/89217986129

Meeting ID: 892 1798 6129
Passcode: 368368

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

CALL TO ORDER 3:30 p.m.

PUBLIC COMMENTS (Closed Session matters only)

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

1. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
   Property: 16 acres at Mile Square Regional Park
   Agency negotiator: City Manager, Deputy City Manager-Community Services Director, Deputy City Manager-Community Development Director, Finance Director, Attorney for the City
   Negotiating parties: City of Fountain Valley and County of Orange
   Under negotiation: Price and Terms of Payment

2. **CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION**
   Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: Code Enforcement

3. **THREAT TO PUBLIC SERVICES OR FACILITIES**
   Consultation with: Fire Chief

4. **CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION**
   Paragraph (1) of subdivision (d) of Section 54956.9
   Name of case: Hill v. City of Fountain Valley (OCSC No. 30-2024-01386471)

STUDY SESSION

CALL TO ORDER 5:15 p.m.

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.

1. Discussion Regarding Orange County Power Authority – Presentation by Scott Smith, Public Works Director

OPEN SESSION

CALL TO ORDER 6:00 p.m.

INVOCATION John Borack

SALUTE TO THE FLAG Council Member Kim Constantine

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

PRESENTATIONS

- Recognition of the Fountain Valley High School Leo Club for their recognition as Club of the Year
- Recap of the Annual ICSC Conference – Presentation by Ron Vargas, Assistant Planner and Victor Viramontes, Management Analyst
- New Citywide Recruitment Video – Introduction by Tamaryn Roberts, Human Resources Manager

FIRST CITY COUNCIL/ SUCCESSOR AGENCY/ HOUSING AUTHORITY/ 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 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 agendized item(s) not appearing on the Consent Calendar.

CONSENT CALENDAR

Consent Calendar Items 1 – 8 will be approved simultaneously with one motion unless separate action/or discussion is requested.

1. Receive and File the Draft Minutes of the June 2, 2026 Regular City Council Meeting **Page 7**

2. Approve the City of Fountain Valley Register of Demands for the period of 5/21/2026 to 6/3/2026 **Page 16**

Staff recommends Alternative No. 1 to approve the attached Register of Demands representing payments made by the City of Fountain Valley between 5/21/2026 and 6/3/2026 for a total of $1,340,070.39.

3. Approve a Resolution to Accept the Office of Traffic Safety Selective Traffic Enforcement Program Grant Money, Amend the FY 2026-27 Budget COPS/SLES Fund in the Amount of $70,500 and Appropriate an Expenditure to Incorporate the Changes into the FY 2026-27 **Page 29**

Staff is requesting City Council approve Alternative No. 1: Approve a resolution to accept the Office of Traffic Safety Selective Traffic Enforcement Program grant money, amend the FY 2026-27 budget COPS/SLES fund in the amount of $70,500 and appropriate an expenditure to incorporate the changes into the FY 2026-27 budget.

4. Approve the Water Loss Control Participation Agreement with the Municipal Water District of Orange County, and the task elections identified in Addendum A – Water Loss Control Shared Services Election Form for FY 2026-2027 in an amount not to exceed $22,2246 **Page 53**

Staff recommends that the City Council approve Alternative No. 1, which is to approve the Water Loss Control Participation Agreement with the Municipal Water District of Orange County, and the task elections identified in Addendum A – Water Loss Control Shared Services Election Form for FY 2026-2027 in an amount not to exceed $22,246 and Addendum B – Water Loss Control Technical Assistance Tasks, January 1, 2026 – June 30, 2027, in the amount of $36,395.

5. Second Reading and Adoption of an Ordinance Repealing and Amending Municipal Code Provisions to Ensure Compliance with the California Fair Chance Act **Page 85**

Staff recommends that the City Council adopt the attached Ordinance.

6. Resolution Recognizing and Celebrating the United States of America 250th Anniversary **Page 93**

Staff is requesting City Council approval of Alternative No. 1: Adopt a Resolution Recognizing and Celebrating the United States of America's 250th Anniversary.

7. Approve the agreement with Athens Administrators for continued workers' compensation claims administration services. **Page 97**

Staff recommends that City Council approve Alternative No. 1, approve the agreement with Athens Administrators for continued workers' compensation claims administration services.

8. Approve Amendment No. 1 with Inland Fleet Solutions, Inc. (Contract #1610) for a $10,000 increase to Fire Apparatus Service **Page 113**

Staff is requesting City Council approval of Contract Amendment No. 1 to increase the total contract by $10,000 and modify the payment terms from a per-year limit to a total contract sum limit.

PUBLIC HEARINGS

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

9. Code Amendment 26-03 Amending Fountain Valley Municipal Code Section 21.18.130 Establishing Objective Design Standards for Multifamily and Mixed-Use Residential Projects – Presentation by Omar Dadabhoy, Community Development Director / Deputy City Manager **Page 138**

Introduce the attached Ordinance approving Code Amendment 26-03 amending Fountain Valley Municipal Code Section 21.18.130 to establish citywide Objective Design Standards for multifamily residential and residential mixed-use development projects.

10. Public Hearing and Introduction of: Code Amendment 24-01 (CA 24-01), Precise Plan 581 (PP 581), and Mitigated Negative Declaration and Mitigation Monitoring Reporting Plan for the MemorialCare Orange Coast Medical Center Parking Structure – Presentation by Matt Jenkins, Senior Planner **Page 203**

Staff is requesting City Council approval of Alternative No. 1 to adopt a resolution approving a Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program (MMRP) in accordance with the California Environmental Quality Act (CEQA) and introduce an Ordinance approving Code Amendment (CA) 24-01 to amend the Orange Coast Medical Center Specific Plan to allow for the construction and development of a freestanding parking structure in Planning Area 3 of the Orange Coast Medical Center Specific Plan.

ADMINISTRATIVE ITEMS

11. Award a contract to AAA Oil, Inc., dba California Fuels and Lubricants, Inc., for unleaded and renewable diesel bulk fuel services – Presentation by Cassandra Burkhart, Management Aide **Page 607**

Staff is requesting that the City Council approve Alternative No. 1, which is to award a contract to AAA Oil, Inc., dba California Fuels and Lubricants, Inc., for unleaded and renewable diesel bulk fuel services.

12. Rehabilitation and Resurfacing of Euclid Street (from Slater Avenue to Talbert Avenue) and Talbert Avenue (from Brookhurst Street to Bushard Street), Project No. 24011 – Presentation by Ryan Damon, Engineering Associate **Page 629**

Staff recommends that the City Council:

1. Accept the bids and award a construction contract to Calmex Engineering, Inc. for the Rehabilitation and Resurfacing of Euclid Street (from Slater Avenue to Talbert Avenue) and Talbert Avenue (from Brookhurst Street to Bushard Street), Project No. 24011 in the amount not-to-exceed $2,643,731.50;
2. Accept the proposal and authorize Staff to issue a Purchase Order to Willdan Engineering On-Call contract for Construction Management, Inspection and Materials Testing Services in the amount not-to-exceed $141,196.

13. Approve a Resolution of the City Council of the City of Fountain Valley Approving and Authorizing Permanent Implementation of the Police Officer and Dispatcher Hiring Incentive Program. – Presentation by Jarrod Frahm, Police Captain **Page 682**

Staff requests the City Council approve Alternative No. 1

14. Adopt a Resolution to effect certain changes to the City's Master Salary Schedule in conformance with Title 2 of the California Code of Regulations section 570.5 and the California Public Employees' Retirement System – Presentation by Tania Knauerhaze, Human Resources Director **Page 691**

Staff recommends that the City Council approve the proposed Alternative No. 1 by adopting the attached Resolution, which amends the City's Salary Schedule to reflect these changes.

15. Amendment #4 to Extend Contract #22-11 from July 1, 2026, through July 1, 2027, with City Net for Homeless Outreach Services in the Amount of $366,874.00 – Presentation by Robert Cortes, Police Lieutenant **Page 704**

Staff is requesting City Council approve Alternative No. 1: Approve Amendment #4 to extend Contract #22-11 from July 1, 2026 through July 1, 2027, with City Net for homeless outreach services in the amount of $ 366,874.00.

16. Approval of Service Contracts for Police Towing Services for a Period of Five Years Beginning July 1, 2026, to June 30, 2031, with an Option of Two Additional One-Year Extensions. – Presentation by – Jennifer Pratt, Police Sergeant **Page 741**

Staff recommends Alternative No. 1: Approve the recommendation and award police towing service contracts to G&W Towing and Southside Towing for a period of five years beginning July 1, 2026, and expiring June 30, 2031, with an option of two additional one-year extensions.

17. Approve Amendment #2 to Contract No. 21-35 for the Tennis and Pickleball Concession Agreement at the Fountain Valley Sports Park – Presentation by Rob Frizzelle, Community Services Director / Deputy City Manager **Page 806**

Approve the second amendment to the concession agreement with Agape Tennis Academy, LLC for Tennis and Pickleball services at the Fountain Valley Sports Park.

18. Approve Resolutions Relating to the Calling of the November 3, 2026, General Municipal Election – Presentation by Rick Miller, City Clerk **Page 819**

19. Approval of the Agreement for Consultant Services between the City of Fountain Valley and Harper & Burns, LLP to Provide City Attorney Services to the City – Presentation by Rick Miller, City Clerk **Page 829**

It is recommended that the City Council approve the Alternative No. 1: Approval of the Agreement for Consultant Services between the City of Fountain Valley and Harper & Burns, LLP to Provide City Attorney Services to the City for an initial term of three (3) years with two (2) additional one (1) year extensions if agreed to by both parties.

CITY COUNCIL/ SUCCESSOR AGENCY/ HOUSING AUTHORITY/ PUBLIC COMMENTS

(Unscheduled Matters Only)

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

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

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

The next Regular Meeting of the Fountain Valley City Council is July 14, 2026 at 6:00 p.m., in the Fountain Valley Council Chambers, 10200 Slater Avenue, Fountain Valley.

City of Fountain Valley
Memorandum

TO: Honorable Mayor and City Council

FROM: Scott Smith, Public Works Director

DATE: June 16, 2026

SUBJECT: Study Session: Update on Orange County Power Authority (OCPA)

EXECUTIVE SUMMARY:

This study session is intended to provide an update on Orange County Power Authority (OCPA). The presentation will provide information on the measures being taken to ensure a smooth and seamless transition of the City of Fountain Valley's electric generation services from Southern California Edison (SCE) to OCPA. The presentation will also provide insight into and address questions regarding the adjustment of the City's customer enrollment launch date from October 2026 to April 2027 as part of its transition to OCPA service. The study session will present the City Council with an opportunity to ask questions regarding the launch date adjustment and OCPA implementation activities.

DISCUSSION:

On January 30, 2024, City staff and the OCPA team provided a presentation to City Council. In an effort to better understand and potentially offer energy choice options to the Fountain Valley community, City Council directed staff to further explore membership with OCPA and sign a nondisclosure agreement with SCE to enable OCPA to obtain the City's customer load data for a feasibility study.

On July 30, 2024, the results of an independent feasibility study by Pacific Energy Advisors (PEA) were presented to the OCPA Board of Directors by OCPA staff. The study evaluated the financial implications of the City of Fountain Valley joining OCPA. At that meeting, the OCPA Board directed OCPA staff to formally invite the City to join OCPA and to collaborate with the City on all aspects of its membership.

On September 3, 2024, OCPA shared the results of the feasibility study, and City Council directed staff to proceed with the next steps to become an OCPA member agency.

On October 1, 2024, the City Council introduced for first reading an ordinance implementing

the OCPA Community Choice Aggregation (CCA) program within its city boundaries. The City Council also adopted a resolution directing the City Manager to execute the OCPA Joint Powers Agreement and authorized the City Manager to take all other actions necessary to effectuate the City's membership in OCPA. The ordinance was approved during the first reading without amendment.

On November 5, 2024, the City Council approved the second reading and adopted a resolution expressing its intent to join OCPA and approved an ordinance implementing the OCPA CCA program within its city boundaries.

On November 25, 2024, the OCPA Board of Directors adopted a resolution approving Amendment No. 2 to the OCPA Implementation Plan and Statement of Intent, allowing OCPA to provide electric generation services within the City of Fountain Valley.

On December 3, 2024, OCPA submitted the amended Implementation Plan to the California Public Utilities Commission (CPUC) for certification of Fountain Valley's membership, with customer enrollment originally anticipated to begin in October 2026.

On January 9, 2025, the CPUC Energy Division issued its certification letter for the amended Implementation Plan.

On January 30, 2025, OCPA staff notified the OCPA Board of Directors that the CPUC had certified the amended Implementation Plan, officially expanding OCPA to include eligible residential, commercial, industrial, agricultural, and municipal accounts within the City of Fountain Valley.

Following certification of the amended Implementation Plan, OCPA and City staff continued implementation planning efforts and coordination activities necessary to support customer enrollment. In coordination with the City of Fountain Valley, SCE, and the CPUC, OCPA has adjusted the City's customer enrollment launch date from October 2026 to April 2027. The revised implementation schedule is intended to support continued coordination among all parties and ensure a seamless transition of electric generation services from SCE to OCPA.

On March 5, 2026, OCPA submitted an update to the Implementation Plan and Statement of Intent - Amendment No. 2 to the CPUC and the service lists required by Resolution E-4907 and successor proceedings to reflect the revised program start date from October 1, 2026, to April 1, 2027.

On March 30, 2026, the CPUC Energy Division confirmed receipt of OCPA's notice and acknowledged that the program start date for service in Fountain Valley had been updated from October 1, 2026, to April 1, 2027. The CPUC response also noted that any future modification to the Implementation Plan, including the start date, anticipated load, or phase-in schedule, must be submitted to the Energy Division in the same manner as the original plan, and that OCPA remains subject to year-ahead and month-ahead Resource Adequacy requirements based on the 2025 load forecast submission.

On June 8, 2026, the OCPA Board of Directors considered a staff recommendation to conduct a public hearing and adopt a resolution approving the Updated Amendment No. 2

to the CCA Implementation Plan and Statement of Intent. The updated amendment reflects the revised Fountain Valley program start date of April 1, 2027, and would direct the OCPA Chief Executive Officer to file the amendment with the CPUC and take any actions required by the CPUC or SCE to effectuate the modified start date, including any additional Implementation Plan modifications.

For operational and fiscal context, the implementation plan staff report estimates that Fountain Valley enrollment will add approximately 18,600 customer accounts and approximately 225,000 MWh of annual electricity consumption, representing an approximate 10% increase to OCPA retail sales. The updated fiscal analysis projects approximately $6.0 million in incremental revenue and a positive operating margin of approximately $0.6 million in FY 2026/27, with projected positive operating margins averaging approximately $2.2 million annually for FY 2027/28 through FY 2029/30.

The purpose of this study session is to provide an update on OCPA, as well as information regarding the launch date adjustment and the City's transition to OCPA service. The presentation will outline the revised implementation schedule, key milestones leading to customer enrollment, customer notification requirements, and the actions being taken by OCPA and the City to ensure a smooth and seamless transition of electric generation services from SCE to OCPA.

The study session presentation includes:

- Overview of the adjustment of the customer enrollment launch date from October 2026 to April 2027 and the rationale for the revised schedule.
- Updated implementation timeline and key milestones leading to customer enrollment.
- Coordination between OCPA and the City on implementation activities to ensure a smooth transition from SCE generation service to OCPA generation service.
- Customer communication, outreach, and notification requirements before enrollment.
- OCPA Budget, financial planning, reserves, five-year outlook, and financial goals.

This study session is informational only, and no formal action is requested of the City Council.

ATTACHMENTS

Attachment A: FY26-27 Operating Budget Packet
Attachment B: FY26-27 Operating Budget Book

ORANGE COUNTY POWER AUTHORITY

Staff Report – Item 8.2

To: Orange County Power Authority Board of Directors

From: Tiffany Law, Chief Financial Officer

Approved by: Joe Mosca, Chief Executive Officer

Subject: APPROVE OCPA'S FISCAL YEAR 2026/27 OPERATING BUDGET

Date: June 8, 2026

STRATEGIC GOALS

☐ Enrich & Grow the OCPA Community

☒ Prioritize Fiscal Sustainability & Affordability: Approve a financially balanced operating budget that supports customer affordability, reserve rebuilding, disciplined cost management, and long-term financial sustainability.

☐ Design & Deploy Community-Aligned Customer Programs

☐ Energize Our Community with Renewable Energy

☐ Raise Awareness of Community Energy & Advocate for Our Customers

☐ Not Applicable

RECOMMENDED ACTION(S)

1. Approve the recommended FY2026/27 Operating Budget, which projects a positive net position of approximately $14.1 million, supports 2026 rate stability, rebuilds operating reserves, and funds essential power supply, operating, customer program, and non-operating expenses as presented in Attachment 1. The recommended budget supports the Board's reserve policy target and OCPA's long-term financial sustainability goals.
2. Approve a 3.7% Cost-of-Living Adjustment (COLA) for full-time employees, effective January 1, 2027, based on the April 2026 Consumer Price Index (CPI) for the Los Angeles-Long Beach-Anaheim area, and authorize corresponding updates to OCPA salary ranges. COLA eligibility will be prorated based on hire date, consistent with OCPA's compensation practices.
3. Approve the Group Health Plan Enhancement to adjust OCPA's employer contribution for baseline employer-covered medical and vision plan options from

95% to 100%, effective July 2026, for employees and dependents enrolled in those plans, with employees continuing to pay any incremental cost for higher-cost plan elections.

BACKGROUND

The Orange County Power Authority (OCPA) develops its annual operating budget using a zero-based budgeting approach, requiring expenses to be reviewed and justified based on current operational needs, projected market conditions, compliance obligations, customer program priorities, and long-term financial sustainability. This approach supports disciplined cost management and helps ensure that budgeted expenditures are tied to defined operational, customer, compliance, and financial objectives.

On February 15, 2023, the OCPA Board approved a Budget Policy that requires the agency to approve a balanced budget and maintain disciplined financial oversight. The policy supports prudent resource allocation, transparency, and long-term financial health. The Board-approved Rate Development Policy, adopted on April 19, 2023, provides a framework for setting customer rates to support full cost recovery, customer competitiveness, reserve contributions, and long-term financial sustainability.

The Board also approved a Reserve Policy establishing an operating reserve target of 30% to 50% of total operating expenses. The reserve target is intended to help OCPA manage market volatility, customer payment risk, regulatory uncertainty, power procurement obligations, and liquidity needs. In addition, the Rate Stabilization Fund Policy supports the ability to manage future revenue shortfalls and avoid sudden rate changes during periods of unusual market or utility rate volatility.
The FY2026/27 Budget aligns with OCPA's updated Strategic Plan and focuses on fiscal sustainability, affordability, customer programs, clean energy objectives, community benefit, regulatory advocacy, and long-term financial resilience. The budget also supports OCPA's goal of positioning the agency to pursue an investment-grade credit rating in 2028 by rebuilding reserves, maintaining liquidity, and strengthening financial planning discipline.

Staff presented the budget framework to the Board on May 7, 2026, briefed the draft budget with Board members in May, incorporated Board feedback, and prepared the recommended FY2026/27 Operating Budget for Board consideration and approval on June 8, 2026.

DISCUSSION / ANALYSIS

FY2025/26 Operating Budget Update

The FY2025/26 reforecast projects a positive net position of approximately $405,000, compared to the approved Mid-Year Budget projection of an approximately $4 million deficit. This represents an improvement of approximately $4.4 million compared to the Mid-Year Budget projection.

The improvement is primarily driven by lower projected power supply costs resulting from updated 2026 Renewable Portfolio Standard (RPS) Market Price Benchmark (MPB) assumptions, risk management actions, and initial renewable energy prepayment savings beginning in June 2026. These improvements reflect OCPA's continued efforts to manage market volatility, optimize portfolio value, and improve financial performance while maintaining customer affordability.

FY2026/27 Operating Budget Overview

The FY2026/27 Recommended Operating Budget projects net electricity revenue of approximately $259.2 million, investment income of approximately $1.2 million, power supply costs of approximately $228.2 million, non-power supply operating expenses of approximately $18 million, debt service of approximately $150,000, and a positive net position of approximately $14.1 million.

Operating reserves are projected to increase to approximately $59.5 million, or 24% of total operating expenses, by June 30, 2027. OCPA is also projected to reach approximately $76 million in operating reserves, or 30% of total operating expenses, by December 31, 2027, meeting the Board's minimum reserve target.

The table below summarizes the FY2026/27 Recommended Operating Budget compared to the FY2025/26 reforecast. As shown, the budget projects a positive net position, lower power supply costs, and continued reserve rebuilding.

$ in thousands Period Ending June 30	FY2025/26 Reforecast	% Revenue	FY2026/27 Recommended Budget	% Revenue	Budget Impact/ Change ($)
Retail Electricity Revenue	$245,500		$259,201		$13,701
Revenue Deferral / Rate Stabilization Adjustment	30,000		0		(30,000)
Net Electricity Revenue After Revenue Deferral	275,500	99.4%	259,201	99.5%	(16,299)
Investment Income	1,592	0.6%	1,200	0.5%	(392)
Less: Power Supply Costs	(262,837)	94.9%	(228,169)	87.6%	34,668
Less: Non-Power Supply Operating Expenses	(13,540)	4.9%	(17,980)	6.9%	(4,440)
Less: Debt Service	(311)	0.1%	(150)	0.1%	161
Net Position	$405	0.1%	14,102	5.4%	$13,697
Operating Reserve as of June 30	$45,420		$59,521		$14,101
Reserve %	16%		24%		
Operating Reserve as of December 31	$61,695		$75,953		$14,258
Reserve %	25%		30%	Meet Board's minimum reserve target	

Overall, the FY2026/27 Recommended Operating Budget strengthens OCPA's financial position, continues reserve rebuilding, supports customer affordability, and maintains the staffing, programs, and professional support needed to operate responsibly in a complex energy market.

FY2026/27 Operating Budget Analysis

This section highlights the key drivers of year-over-year (YOY) changes between the FY2025/26 reforecast and the FY2026/27 Recommended Operating Budget. The FY2026/27 Operating Budget Book (Attachment 2) provides the detailed budget schedules and underlying assumptions.

Net Electricity Revenue After Revenue Deferral (-$16.3 million)

Net electricity revenue after revenue deferral is projected to decrease by approximately $16.3 million, from $275.5 million in the FY2025/26 reforecast to $259.2 million in the FY2026/27 Recommended Budget.

The decrease is primarily due to the non-recurring $30 million revenue deferral/rate stabilization adjustment included in the FY2025/26 reforecast. This is partially offset by a $13.7 million increase in retail electricity revenue, reflecting projected retail load, customer participation, product selections, and Fountain Valley service beginning in April 2027 consistent with its planned launch.

For July through December 2026, revenue assumptions are based on Board-approved rates held flat at October 2025 levels. For January 2027 and beyond, revenue

assumptions are developed consistent with the Board-approved Rate Development Policy and will be informed by the cost-of-service study. The 2027 rate analysis and recommendations will return to the Board after completion of the cost-of-service study, bill impact analysis, product pathway evaluation, procurement and portfolio review, and Board policy discussions.

Investment Income (-$392k)

Investment income is projected to decrease by approximately $392,000, from $1.6 million in the FY2025/26 reforecast to $1.2 million in the FY2026/27 Recommended Budget.

The decrease reflects updated interest earnings assumptions and expected investment balances. OCPA will continue to manage cash and investments consistent with its Investment Policy, balancing safety, liquidity, and yield.

Power Supply Costs (-$34.7 million)

Power supply costs are projected to decrease by approximately $34.7 million, from $262.8 million in the FY2025/26 reforecast to $228.2 million in the FY2026/27 Recommended Budget.

Power supply remains OCPA's largest operating cost category and includes energy, renewable resources, carbon-free attributes, Resource Adequacy (RA), and California Independent System Operator (CAISO)-related costs required to serve customers reliably and meet state requirements.

The YOY decrease is primarily driven by updated 2026 and 2027 RPS MPB assumptions for renewable energy, as well as cost-management actions including portfolio planning, forward procurement, risk management, and renewable energy prepayment savings. While market conditions have improved from recent peak levels, system energy, renewable energy, and RA markets remain subject to volatility. Accordingly, the budget reflects updated market assumptions while maintaining a risk-aware procurement approach to support budget predictability, state compliance, customer affordability, and long-term financial sustainability.

System energy, renewable energy, carbon-free attributes, and CAISO-related costs are estimated at approximately $181 million, or 79% of total power supply costs. RA, a state-mandated reliability requirement, is estimated at approximately $47 million, or 21% of total power supply costs.

OCPA's first renewable energy prepayment transaction, totaling approximately $929.4 million, is expected to reduce energy costs for the covered or designated renewable energy supply by approximately 12.45% and generate approximately $25.3 million in energy procurement cost savings over the initial five-year term, beginning June 2026.

These savings support rate stability, customer affordability, and long-term financial sustainability.

Non-Power Supply Operating Expenses (+$4.4 million)

Non-power supply operating expenses are projected to increase by approximately $4.4 million, from $13.5 million in the FY2025/26 reforecast to $18 million in the FY2026/27 Recommended Budget. Despite the increase, non-power supply operating expenses remain limited at approximately 6.9% of revenue and support essential services required to operate OCPA as a public power provider.

The YOY increase primarily reflects the full-year impact of approved and existing staffing, budgeted COLA and merit assumptions, employee benefit changes, required customer communications and Fountain Valley launch preparation, customer programs and targeted bill relief, professional contract services, regulatory and legislative advocacy support, and core public agency administrative costs.

These expenditures support essential functions including finance, data, regulatory compliance, customer service, power resources, customer programs, risk management, information technology, and public agency oversight.

Data Manager and SCE Service Fees (+$367k)

Data Management and SCE Service Fees total approximately $2.9 million, or 1.1% of revenue. These services support the customer data, billing, and service infrastructure required to operate a CCA serving approximately 188,000 customer accounts.

The category includes Calpine data management services such as billing data validation, bill coordination with SCE, call center operations, customer enrollment database management, move-in/move-out services, and data reporting. It also includes SCE meter reading, data processing, and customer billing-related services required under the utility billing and service framework.

Based on peer CCA budget comparisons, OCPA's projected cost is within the peer range and equates to approximately $1.27 per customer per month.

Staffing Costs and Workforce Planning (+$1.9 million)

Staffing costs total approximately $7.2 million, or 2.8% of revenue. The FY2026/27 budget supports 29 full-time equivalent (FTE) positions and includes 2 intern positions, with no proposed increase in authorized full-time positions.

The YOY change reflects approved position recruitment, the full-year impact of existing staff, budgeted merit adjustments, a 3.7% COLA effective January 1, 2027, and employee

benefit changes. Staffing projections will be reviewed and refined during the FY2026/27 Mid-Year Budget Update based on actual hiring, vacancies, benefit elections, and expenditures.

OCPA will continue to manage headcount carefully. Staff will not automatically fill every approved vacancy and will effectively hold recruitment for positions that are not immediately essential, moving forward only with vacancies necessary to maintain operations and support Board-approved priorities.

The proposed Group Health Plan Enhancement would adjust OCPA's employer contribution for baseline employer-covered medical and vision plan options from 95% to 100%, effective July 2026, for employees and dependents enrolled in those plans. The estimated incremental FY2026/27 budget impact is approximately $31,000, or about 0.01% of revenue and 0.4% of total staffing costs. The proposal is structured as a targeted market-alignment measure, does not create a new benefit program, and does not increase authorized FTEs. The proposal also maintains a cost-control structure by applying to baseline employer-covered plan options, with employees continuing to pay any incremental cost for higher-cost plan elections.

The proposed adjustment is also supported by OCPA's Mercer CCA compensation survey. Mercer found OCPA's overall group health benefits were below the CCA median, with OCPA's dental benefit ranked 7th out of 7 CCAs before the Board-approved dental enhancement in July 2024. The proposed medical and vision contribution adjustment is intended to help close the remaining employer-contribution gap for OCPA's baseline employer-covered plan options and move OCPA closer to prevailing peer CCA practices.

Because OCPA competes for specialized energy, regulatory, rates, finance, data, and compliance talent, staff evaluated the proposal in the context of CCA and energy-sector labor market practices as well as OCPA's overall compensation structure.

Benefit comparisons should also be considered within the context of total compensation. OCPA does not offer certain benefits commonly available in other public-sector settings, such as CalPERS pension participation, retiree medical benefits, bargaining agreements, or other employer-funded compensation features.

Professional Contract Services (+$344k)

Professional contract services total approximately $1.8 million, or 0.7% of revenue. These services provide specialized support for energy procurement and portfolio management, scheduling coordination, CAISO settlements, accounting, audit, banking, rate strategy, cost-of-service work, information technology, cybersecurity, human resources, and other technical or periodic functions.

These services allow OCPA to access specialized and time-sensitive expertise without adding permanent staff for every technical or project-specific function.

Legal, Compliance, and Legislative Advocacy Support (+$127k)

Legal, compliance, and legislative advocacy support totals approximately $791,000, or 0.3% of revenue. These services protect OCPA's operations, support governance, ensure compliance, and represent customer interests in regulatory and legislative matters.

In FY2026/27, OCPA plans to add Sacramento-based legislative advocacy support to strengthen engagement with the California Legislature and state agencies on issues that directly affect customer affordability, rate competitiveness, local energy choice, the Power Charge Indifference Adjustment (PCIA), RA, procurement mandates, and clean energy policy. These issues can materially affect customer costs and often require coordinated regulatory and legislative advocacy beyond local budget actions.

Communications and Outreach (+$195k)

Communications and outreach costs total approximately $1.6 million, or 0.6% of revenue. These costs support required customer notifications, rate transparency, multilingual access, program education, community engagement, and Fountain Valley launch preparation.

The YOY change reflects the need to maintain required customer communications and public education while supporting targeted outreach for customer programs and new member launch activities.

General & Administrative Expenses (+$256k)

General and Administrative expenses total approximately $1.5 million, or 0.6% of revenue. These costs support core public agency operations, financial controls, risk management, technology systems, office operations, staff training, industry engagement, and membership dues.

California Community Choice Association (CalCCA) and California Community Choice Financing Authority (CCCFA) membership dues support regulatory advocacy, legislative engagement, and financing structures that help OCPA manage long-term power supply costs, strengthen policy representation, and protect customer interests. CCCFA also provides access to prepayment financing structures designed to reduce long-term power supply costs for participating CCAs.

Customer Programs and Externally Funded Programs (+$1.2 million)

Customer programs total approximately $2.2 million, or 0.8% of revenue. The budget includes $1 million for the Green Discount Program, as well as energy efficiency programs for renters, residential customers, multifamily housing, and small businesses, along with the OC Bright Futures Grant, OCPA Marketplace, Incentive Finder, and Build Smart Trailer.

The Green Discount Program is supported by available net prepayment savings and is designed to provide an approximate 1% discount below SCE's equivalent residential generation rates for eligible non-NEM residential customers who select the option, with California Alternate Rates for Energy (CARE), Family Electrical Rate Assistance (FERA), and other income-qualified households prioritized as administratively feasible.

OCPA also participates in several state-, federal-, and utility-funded programs that support under-resourced communities and provide customer energy benefits, including the Equitable Building Decarbonization Direct Install (EBD-DI) Program, OCPA Clean Energy Access (CEA) Program, and Southern California Regional Energy Network (SoCal REN) Program. The FY2026/27 budget includes approximately $485,000 in program income with offsetting eligible costs, resulting in no net budget impact to OCPA.

Debt Service (-$161k)

Debt service is projected to decrease by approximately $161,000, from $311,000 in the FY2025/26 reforecast to $150,000 in the FY2026/27 Recommended Budget.

Debt service includes interest costs on OCPA's loan from the City of Irvine, which is scheduled to be fully paid off by January 2027, and imputed interest related to OCPA's office lease under Governmental Accounting Standards Board (GASB) Statement No. 87. At approximately 0.1% of revenue, OCPA's projected debt service cost remains at the low end of the peer CCA range and reflects a modest and declining debt service obligation.

Net Position and Operating Reserves

The FY2026/27 Recommended Budget projects a positive net position of approximately $14.1 million, an improvement of approximately $13.7 million compared to the FY2025/26 reforecast.

OCPA maintains operating reserves to absorb key financial and operating risks, including utility generation rate and PCIA volatility, power market volatility, RA cost pressure, customer payment risk, regulatory and legislative uncertainty, and changes in customer load or member participation.

OCPA is projected to reach approximately $76 million in reserves, or 30% of total operating expenses, by December 31, 2027, and approximately $125 million in reserves, or approximately 49% of total operating expenses, by December 31, 2029. This reserve rebuilding path supports long-term financial sustainability, customer affordability, credit rating readiness, and cost-effective power procurement.

This reserve rebuilding strategy is an important component of OCPA's long-term financial plan because reserves help protect customers from sudden cost shocks, maintain liquidity for power procurement, and support future credit rating readiness.

FISCAL IMPACT

The recommended FY2026/27 Operating Budget projects total net electricity revenue after revenue deferral of approximately $259.2 million, investment income of approximately $1.2 million, total power supply costs of approximately $228.2 million, total non-power supply operating expenses of approximately $18 million, debt service of approximately $150,000, and a positive net position of approximately $14.1 million.

Operating reserves are projected to increase to approximately $59.5 million, or 24% of total operating expenses, by June 30, 2027, and to approximately $76 million, or 30% of total operating expenses, by December 31, 2027, meeting the Board's minimum reserve target.

Approval of the recommended actions will authorize the FY2026/27 Operating Budget, the 3.7% COLA effective January 1, 2027, and the Group Health Plan Enhancement effective July 2026. The Group Health Plan Enhancement would adjust OCPA's employer contribution for baseline employer-covered medical and vision plan options from 95% to 100%, with employees continuing to pay any incremental cost for higher-cost plan elections. The estimated incremental FY2026/27 budget impact is approximately $31,000, representing approximately 0.01% of revenue and 0.4% of total staffing costs, and is included in the recommended budget.

The recommended budget is financially balanced, projects a positive net position, supports reserve rebuilding, maintains 2026 rate stability, and funds the operational capacity needed to serve customers reliably, responsibly, and cost-effectively.

ATTACHMENT(S)

1. FY 2026/27 Recommended Operating Budget
2. FY 2026/27 Operating Budget Book
3. Glossary

Proposed FY 2026/27 Operating Budget

($ in thousands) Period Ending Jun 30	Approved Mid-Year Budget FY 2025/26	% of Rev	Reforecast FY2025/26	% of Rev	Proposed Budget FY2026/27	% of Rev	Change $	Change %
REVENUE AND OTHER SOURCES								
Revenue - Electricity Base	242,389		241,675		254,504			
Revenue - Smart Choice Premium	7,525		7,306		6,233		13,701	5.6%
Revenue - 100% Renewable Premium	262		259		2,412			
Less: Uncollectible Accounts	(3,753)		(3,739)		(3,947)			
Revenue deferral	30,000		30,000		0		(30,000)	(100.0%)
Net Revenue - Electricity	276,425	99.4%	275,500	99.4%	259,201	99.5%	(16,299)	(5.9%)
Investment and Miscellaneous Income	1,535	0.6%	1,592	0.6%	1,200	0.5%	(392)	(24.6%)
Total Net Revenue and Other Sources	277,960	100.0%	277,093	100.0%	260,401	100.0%	(16,691)	(6.0%)
EXPENDITURES AND OTHER USES								
CURRENT EXPENDITURES								
Cost of Energy	267,287	96.2%	262,837	94.9%	228,169	87.6%	(34,667)	(13.2%)
Data Manager	2,217	0.8%	2,220	0.8%	2,607	1.0%	386	17.4%
Utilities Service Fees	399	0.1%	270	0.1%	250	0.1%	(20)	(7.3%)
Staffing Costs	5,198	1.9%	5,295	1.9%	7,218	2.8%	1,923	36.3%
Contract Services	1,808	0.7%	1,446	0.5%	1,791	0.7%	344	23.8%
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Energy Programs	1,199	0.4%	976	0.4%	2,204	0.8%	1,228	125.9%
	281,675	101.3%	276,376	99.7%	246,149	94.5%	(30,227)	(10.9%)
NON-OPERATING EXPENDITURES								
Interest costs - nonoperating	317	0.1%	311	0.1%	150	0.1%	(161)	(51.8%)
Total Expenditures and Other Uses	281,992	101.5%	276,688	99.9%	246,299	94.6%	(30,388)	(11.0%)
Net Income (Surplus/Deficit)	**(4,032)**	(1.5%)	**405**	0.1%	**14,102**	5.4%	13,697	3381.4%

2026-2027

Fiscal Year Operating Budget

ORANGE COUNTY POWER AUTHORITY
YOUR CLEAN ENERGY CHOICE

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Fiscal Year Operating Budget 2026-2027

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CEO Message

As we enter Fiscal Year 2026/27, Orange County Power Authority (OCPA) remains grounded in the principles that inspired our creation: local control, community partnership, affordability, innovation, transparency, and long-term sustainability. This budget reflects our commitment to serving Orange County communities with accountability, responsible stewardship, and purpose.

California's energy landscape continues to evolve rapidly. Increasing regulatory complexity, climate-related reliability needs, volatile power markets, and shifting state and federal policies continue to shape the future of energy procurement and delivery. These pressures affect community choice aggregators (CCAs) and other load-serving entities across California, making disciplined financial planning, active risk management, and customer-focused decision-making more important than ever.

As a locally governed, not-for-profit public agency, OCPA prioritizes customer value rather than shareholder profit. Our mission remains clear: to provide reliable, cleaner energy at competitive and stable rates while reinvesting in the communities we serve and advancing solutions that improve affordability, resilience, and sustainability.

The FY2026/27 Budget aligns with OCPA's updated Strategic Plan and focuses on five core priorities:

- Strengthening community partnerships and engagement;
- Maintaining fiscal sustainability and affordability;
- Designing customer programs that reflect local needs;
- Advancing renewable energy and clean-energy goals; and
- Advocating for customers in state and regional energy policy discussions.

A major accomplishment this past year was the completion of the Community Needs Assessment for OCPA's Community Power Plan (CPP), developed through extensive engagement with residents, businesses, community organizations, and local leaders. This work provides a roadmap for future customer programs and local investments centered on equity, resilience, affordability, and measurable community benefit. The FY2026/27 Budget begins the next phase of this work by moving from assessment to implementation, with a focus on practical benefits for customers and member communities.

CEO Message (Continued)

OCPA also successfully executed its first green prepayment bond transaction, marking a major milestone in the agency's strategy to manage power supply costs and support long-term customer affordability. Totaling approximately $929.4 million, this innovative financing strategy is expected to generate energy cost savings through a 12.45% discount, producing approximately $25.3 million in savings over the initial five-year period. This achievement advances OCPA's innovative financing strategy and provides a meaningful tool to help offset power cost pressure and support customer value.

Despite ongoing market and regulatory challenges, OCPA maintained financial stability throughout the year with positive reserves, stable operations, and no immediate liquidity concerns. At the same time, the agency recognizes that financial flexibility remains tighter than our long-term target and that reserve rebuilding must continue in a disciplined and phased manner.

OCPA is also advancing a comprehensive cost-of-service study that will provide the analytical foundation for future rate design, product strategy, cost allocation, customer competitiveness, and long-term financial sustainability beginning in 2027. This effort reflects OCPA's commitment to data-driven decision-making, transparency, and responsible financial planning. It will help ensure that future rate and product decisions are grounded in affordability, fairness, compliance, and the long-term cost realities of serving customers.

As OCPA continues to mature as a public power provider, we remain focused on strengthening long-term financial resilience through disciplined forecasting, reserve planning, liquidity management, and strategic innovation. These efforts support OCPA's goal of positioning the agency to pursue an investment-grade credit rating in 2028. Achieving this milestone would strengthen OCPA's market credibility, improve access to financing and procurement opportunities, and help position the agency as a stronger counterparty in an increasingly complex energy market.

At the same time, challenges remain. Rising long-term procurement costs, Resource Adequacy requirements, evolving clean-energy mandates, and volatility in the Power Charge Indifference Adjustment (PCIA) continue to impact customer affordability and community energy providers across California. Energy costs remain OCPA's largest budget driver, influenced by market prices, long-term procurement obligations, renewable compliance costs, and state procurement mandates.

CEO Message (Continued)

PCIA remains one of the most significant external challenges affecting OCPA's competitiveness and customer affordability. Because PCIA is embedded in SCE bundled rates but shown separately on OCPA customer bills, it can distort the apparent comparison between OCPA and SCE service. OCPA cannot control the PCIA, but we must account for its impact in our financial planning, customer communications, product strategy, and advocacy efforts.

In the near term, OCPA is particularly focused on PCIA Track 2, including the valuation of pre-2019 banked Renewable Energy Credits held by investor-owned utilities. OCPA supports fair valuation of these legacy renewable resources, especially where they provide compliance value to bundled utility customers. Assigning little or no value to these resources can increase PCIA pressure on departed customers, including OCPA customers, and undermine the fairness and transparency of the PCIA framework. OCPA will continue working with CalCCA and other CCAs to advocate for outcomes that are fair, transparent, and aligned with customer affordability.

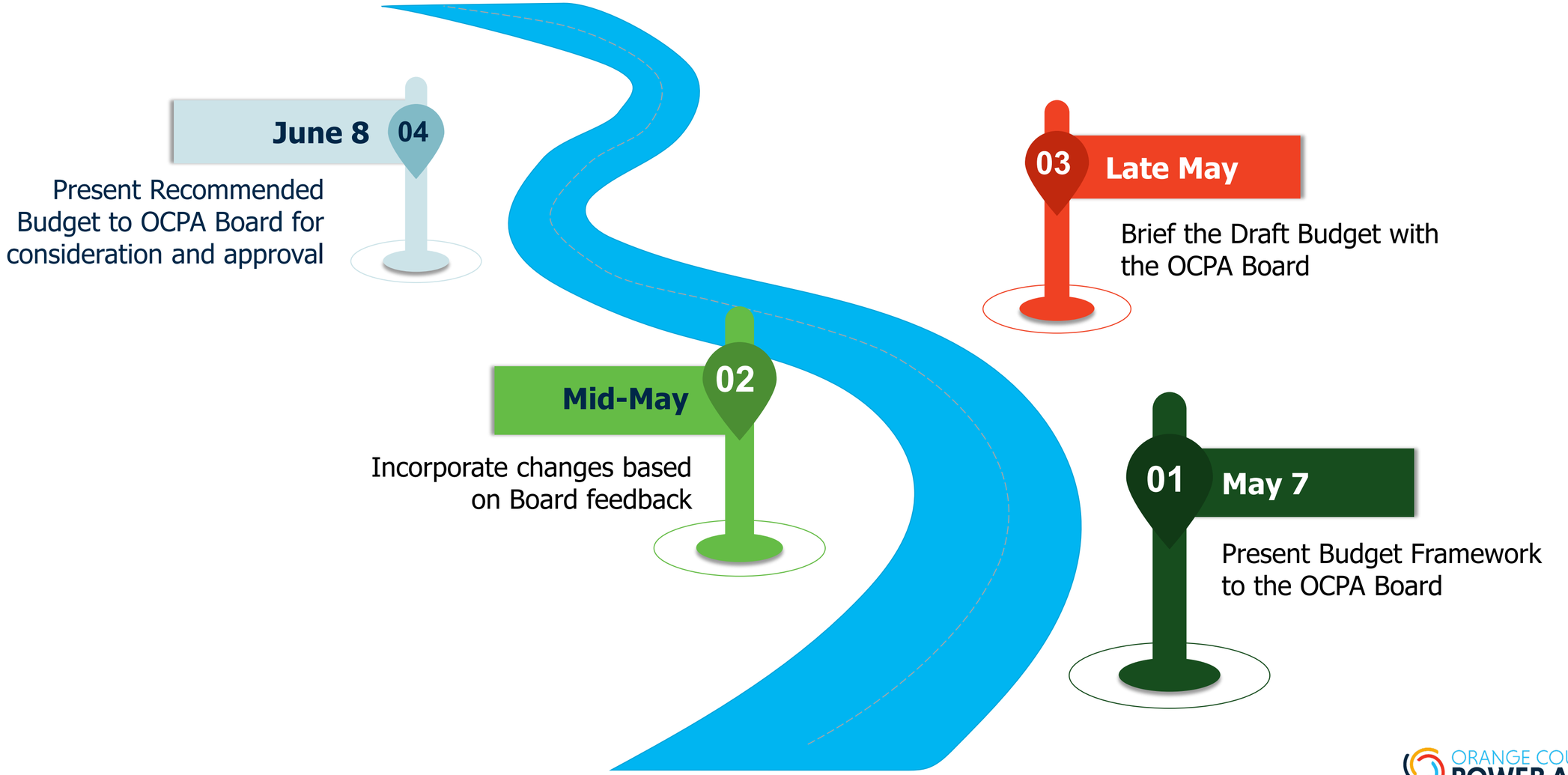
OCPA will also continue to strengthen its regulatory and legislative engagement on Resource Adequacy, Integrated Resource Planning, procurement mandates, PCIA transparency, and other issues that affect customer costs. These efforts are essential because not all financial pressure can be solved through local budgeting alone. Some challenges require coordinated advocacy and policy reform.

This budget reflects both realism and optimism: realism about the challenges facing California's energy sector and optimism about what can be achieved through responsible leadership, innovation, and strong community partnership. FY2026/27 is a year of focused execution and strategic alignment, with an emphasis on maintaining stability, advancing affordability strategies, implementing customer programs, completing the cost-of-service study, rebuilding reserves, preparing for 2027 rate and product decisions, and continuing progress toward credit rating readiness.

Together, we are building a more affordable, resilient, sustainable, and community-centered energy future for Orange County.

Joe Mosca
Chief Executive Officer

FY2026/27 Budget Roadmap



ORANGE COUNTY POWER AUTHORITY

OCPA FY2026/27 Operating Budget - Background

The Orange County Power Authority (OCPA) is pleased to present a financially balanced FY2026/27 Operating Budget that projects a positive net position while supporting affordability, reserve rebuilding, and long-term financial sustainability.

OCPA's budget is updated annually and reviewed mid-year to balance immediate operational needs with long-term financial stability and rate affordability. It outlines estimated revenues and expenses for the fiscal year, spanning July 1, 2026, to June 30, 2027, and is developed using a zero-based budgeting approach, requiring all expenses to be justified from the ground up to ensure efficient and purpose-driven resource allocation.

The proposed budget is organized into two primary categories: revenues and expenses. These categories are intentionally broad to provide flexibility, minimizing the need for frequent adjustments while ensuring adaptability to changing conditions.

OCPA FY2026/27 Operating Budget - Highlights

1. **Financial Stability:** Despite near-term budget pressure in FY2025/26 due to OCPA's commitment to limiting customer rate impacts while navigating rising energy costs, OCPA remains financially stable. OCPA is projecting a net surplus of approximately $14 million and operating reserves of approximately $60 million, equal to 24% of total operating expenses, by June 30, 2027. The budget also maintains disciplined non-power supply operating expenses while preserving the staffing capacity needed to manage power procurement, customer programs, regulatory compliance, data analytics, and financial oversight.
2. **Reserve Rebuilding:** OCPA is expected to reach approximately $76 million in reserves, or 30% of total operating expenses, by December 31, 2027, and approximately $125 million, or 49% of total operating expenses, by December 31, 2029, consistent with the Board's reserve target. This reserve rebuilding path also supports OCPA's goal of positioning the agency to pursue an investment-grade credit rating in 2028.
3. **Affordable and Predictable Rates:** OCPA is holding 2026 rates steady while preparing for data-driven 2027 rate and product decisions through the cost-of-service study. This approach allows OCPA to balance near-term affordability, customer competitiveness, financial sustainability, and transparency. OCPA is also implementing targeted affordability measures, including the Green Discount Program for eligible non-NEM residential customers, and continues to preserve NEM 2.0 benefits for all customers.
4. **Innovative Financing and Cost Management:** OCPA executed its first green prepayment bond transaction totaling approximately $929.4 million, generating an estimated 12.45% discount and approximately $25.3 million in energy cost savings over the initial five-year period. Building on this achievement, OCPA will continue evaluating additional green prepayment bond opportunities and other innovative financing tools to reduce long-term power supply costs and support customer affordability.
5. **Community Programs and Local Benefits:** The FY2026/27 Budget advances implementation of priorities identified through OCPA's Community Power Plan process by supporting programs that respond to local community needs, including energy efficiency, small business support, workforce development, customer education, targeted bill relief, and clean energy access.

Recommended OCPA Operating Budget FY2026/27

($ in thousands) Period Ending Jun 30	Approved Mid-Year Budget FY 2025/26	% of Rev	Reforecast FY2025/26	% of Rev	Proposed Budget FY2026/27	% of Rev	Change $	Change %
REVENUE AND OTHER SOURCES								
Revenue - Electricity Base	242,389		241,675		254,504			
Revenue - Smart Choice Premium	7,525		7,306		6,233		13,701	5.6%
Revenue - 100% Renewable Premium	262		259		2,412			
Less: Uncollectible Accounts	(3,753)		(3,739)		(3,947)			
Revenue deferral	30,000		30,000		0		(30,000)	(100.0%)
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Investment and Miscellaneous Income	1,535	0.6%	1,592	0.6%	1,200	0.5%	(392)	(24.6%)
Total Net Revenue and Other Sources	277,960	100.0%	277,093	100.0%	260,401	100.0%	(16,691)	(6.0%)
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CURRENT EXPENDITURES								
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Net Income (Surplus/Deficit)	**(4,032)**	(1.5%)	**405**	0.1%	**14,102**	5.4%	13,697	3381.4%

OCPA FY2025/26 Reforecast and FY2026/27 Recommended Budget Overview

$ in thousands Period Ending June 30	FY2025/26 Reforecast	% Revenue	FY2026/27 Recommended Budget	% Revenue	Budget Impact/ Change ($)
Retail Electricity Revenue	$245,500		$259,201		$13,701
Revenue Deferral / Rate Stabilization Adjustment	30,000		0		(30,000)
Net Electricity Revenue After Revenue Deferral	275,500	99.4%	259,201	99.5%	(16,299)
Investment Income	1,592	0.6%	1,200	0.5%	(392)
Less: Power Supply Costs	(262,837)	94.9%	(228,169)	87.6%	34,668
Less: Non-Power Supply Operating Expenses	(13,540)	4.9%	(17,980)	6.9%	(4,440)
Less: Debt Service	(311)	0.1%	(150)	0.1%	161
Net Position	$405	0.1%	14,102	5.4%	$13,697
Operating Reserve as of June 30	$45,420		$59,521		$14,101
Reserve %	16%		24%		
Operating Reserve as of December 31	$61,695		$75,953		$14,258
Reserve %	25%		30%	Meet Board's minimum reserve target	

Key Notes:

FY2025/26:

- FY2025/26 reforecast projects a **positive net position of approximately $405,000**, improving by approximately $4.4 million compared to the approved Mid-Year Budget projection of an approximately $4.0 million deficit.
- The FY2025/26 improvement is primarily driven by lower projected power supply costs resulting from updated market-based renewable energy cost assumptions, risk management actions, and initial renewable energy prepayment savings beginning in June 2026.

FY2026/27:

- FY2026/27 recommended budget projects a **positive net position of approximately $14 million** while rebuilding reserves.
- Operating reserves are projected to reach approximately $60 million or 24% by June 30, 2027, and approximately $76 million or 30% by December 31, 2027, meeting the Board's minimum reserve target.
- Non-power supply operating expenses remain limited relative to revenue and total operating costs, supporting a lean operating model and essential customer, finance, data, regulatory, and program functions.

OCPA Revenue Assumptions – Key Highlights

Primary Revenue Source: OCPA's operating revenue is primarily derived from retail electricity sales. Revenue assumptions are developed to support power procurement, operating and non-operating costs, and reserve contributions consistent with Board-approved financial policies.

Retail Load Forecast: The forecast reflects projected retail load for Buena Park, Fullerton, Irvine, and Fountain Valley, with Fountain Valley included beginning April 2027 consistent with its planned service launch.

Data-Based Forecasting: Customer counts and load estimates are based on actual customer data from Southern California Edison (SCE) and Calpine Community Energy (Calpine) reports, supplemented by forecast assumptions for future service territory changes, customer usage patterns, and program participation.

2026 Revenue Assumptions, July through December 2026: Revenue is based on Board-approved rates held flat at October 2025 levels, supporting customer affordability and rate predictability. The forecast also reflects current customer product selections and unchanged product adders of +1¢/kWh for Smart Choice and +1.5¢/kWh for 100% Renewable Choice, relative to Basic Choice.

2027 and Future Revenue Assumptions, January 2027 through June 2032: Projected revenue is developed consistent with the Board-approved OCPA Rate Development Policy and will be informed by the cost-of-service study. Revenue assumptions are intended to support power supply costs, operating expenses, debt service, and targeted reserve rebuilding while balancing affordability, competitiveness, and long-term financial sustainability.

Final 2027 rates will be brought to the Board separately after completion of the cost-of-service study, bill impact analysis, and Board policy discussions.

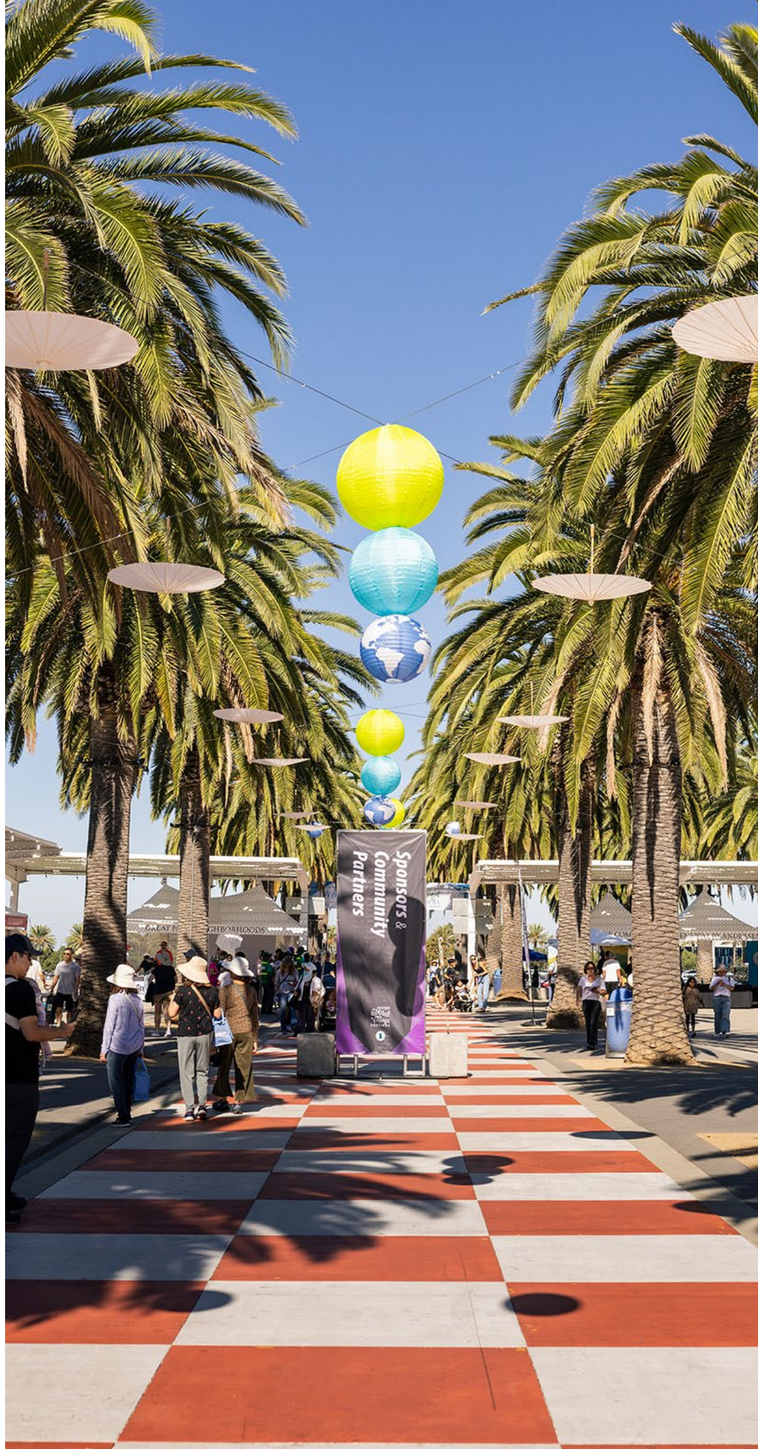
Power Supply Cost Assumptions: Cost Components

OCPA's power supply costs include energy, renewable resources, carbon-free attributes, Resource Adequacy, and CAISO-related costs required to serve customers reliably and meet state requirements. SCE continues to manage transmission, distribution, billing, and grid infrastructure, while OCPA procures electric generation and related power supply products for its customers.

Key cost drivers include market prices, weather, customer load, Resource Adequacy requirements, renewable compliance obligations, and state procurement mandates. OCPA manages these pressures through long-term contracts, forward purchases, portfolio diversification, disciplined procurement planning, and ongoing portfolio risk management, as further discussed on the following page.

Power Supply Cost Components:

- Energy and Renewable Resources: Includes system energy, renewable energy, carbon-free attributes, and CAISO-related costs. These costs are estimated at $181 million, or approximately 79% of total power supply costs.
- Resource Adequacy (RA): A state-mandated reliability requirement that ensures sufficient generating capacity is available to serve customer demand during peak and stressed grid conditions. RA costs are estimated at $47 million, or approximately 21% of total power supply costs.



Power Supply Cost Assumptions: Market Drivers and Cost Management

The FY2026/27 power supply forecast reflects updated market-based assumptions for system energy, renewable energy, and Resource Adequacy. While market conditions have improved from recent peak levels, OCPA continues to use disciplined procurement planning and portfolio risk management because system energy, renewable energy, and Resource Adequacy markets remain subject to volatility.

Key Market Assumptions:

- System Energy: CAISO forward energy prices have continued to decline and are approximately 23% lower than one year ago, reflecting stable natural gas prices and an improved supply outlook.
- Renewable Energy: PCC1 renewable energy prices have declined significantly from prior peak levels. The budget reflects updated market-based renewable energy assumptions while recognizing that renewable compliance costs and CPUC Market Price Benchmark outcomes remain subject to market and regulatory uncertainty.
- Resource Adequacy: RA pricing has generally stabilized as incremental procurement and new supply have helped ease near-term capacity constraints. However, RA remains a state-mandated reliability requirement and a major power supply cost component.
- Cost Management Strategy: OCPA's FY2026/27 forecast reflects multiple cost-management actions, including portfolio planning, forward procurement, renewable energy prepayment savings, and ongoing risk management. These efforts support budget predictability, state compliance, customer affordability, and long-term financial sustainability.

Power Supply Cost Assumptions: Renewable Energy Prepayment Savings

Major Power Supply Cost Savings Achievement: Renewable Energy Prepayment Transaction

- OCPA closed its first renewable energy prepayment transaction on March 19, 2026.
- The transaction totaled approximately $929.4 million through CCCFA, was rated Aa2 by Moody’s, and received a Green Bonds designation.
- The transaction is expected to reduce energy costs for the covered renewable energy supply by approximately 12.45%, generating approximately $25.3 million in energy cost savings over the initial five-year term.
- These savings support rate stability, customer affordability, and OCPA’s long-term financial sustainability.

Budget and Customer Impact

- This transaction helps convert financial innovation into practical customer value by reducing power supply cost pressure.
- Available net prepayment savings will help support the Board-approved Green Discount Program, allowing OCPA to provide targeted bill relief without relying on unrestricted reserves or increasing net operating costs for the program.
- The Green Discount Program provides an approximate 1% discount below SCE’s equivalent residential generation rates for eligible non-NEM residential customers who select the Green Discount option. CARE, FERA, and other income-qualified households will be prioritized as administratively feasible.
- The program is designed to maintain overall revenue stability and long-term financial sustainability.

Operating Expenses Highlights: Data Management & SCE Service Fees

Non-power supply operating expenses remain a small portion of OCPA's overall budget. The FY2026/27 Budget emphasizes disciplined cost management, lean staffing, customer-facing services, regulatory compliance, and investments that support affordability, operational stability, and long-term financial resilience.

OCPA's Data Management and SCE Service Fees support the customer data, billing, and service infrastructure required to operate a CCA serving approximately 188,000 customer accounts.

Data Management & SCE Service Fees

- Data Management Services: Provided by Calpine, these services include billing data validation, bill coordination with SCE, call center operations, customer enrollment database management, move-in/move-out services, and data reporting.
- SCE Services: SCE provides meter reading, data processing, and customer billing-related services as required under the utility billing and service framework. These fees reflect services needed to support customer billing and data exchange.

$ in thousands **Period Ending June 30**	**FY2026/27 Budget**	**% of rev**
Data Management Fee	$2,607	
SCE Service Fee	$250	
Total Data Management & SCE Service Fees	**$2,857**	**1.1%**

CCA Comparison: Based on a comparison of 3CE, MCE, CPA, SDCP, and SVCE, total data management and SCE service fees range from approximately 0.9% to 1.6% of revenue. OCPA's projected cost of 1.1% of revenue is within the peer CCA range and equates to approximately $1.27 per customer per month.

3CE: Central Coast Community Energy; MCE: Marin Clean Energy; CPA: Clean Power Alliance; SDCP: San Diego Community Power; SVCE: Silicon Valley Clean Energy

Operating Expenses Highlights: Staffing Costs and FTE Discipline

Staffing costs include salaries, payroll taxes, employee benefits, and Board member stipends. The FY2026/27 budget includes assumptions for cost-of-living adjustments, approved position recruitment, full-year impacts of existing staff, budgeted merit adjustments, and employee benefit changes.

Proposed Staffing: The FY2026/27 budget maintains the total number of full-time equivalent positions at 29 FTEs, with no proposed increase in total FTEs. The budget also includes 2 intern positions to support operational workload and professional development opportunities.

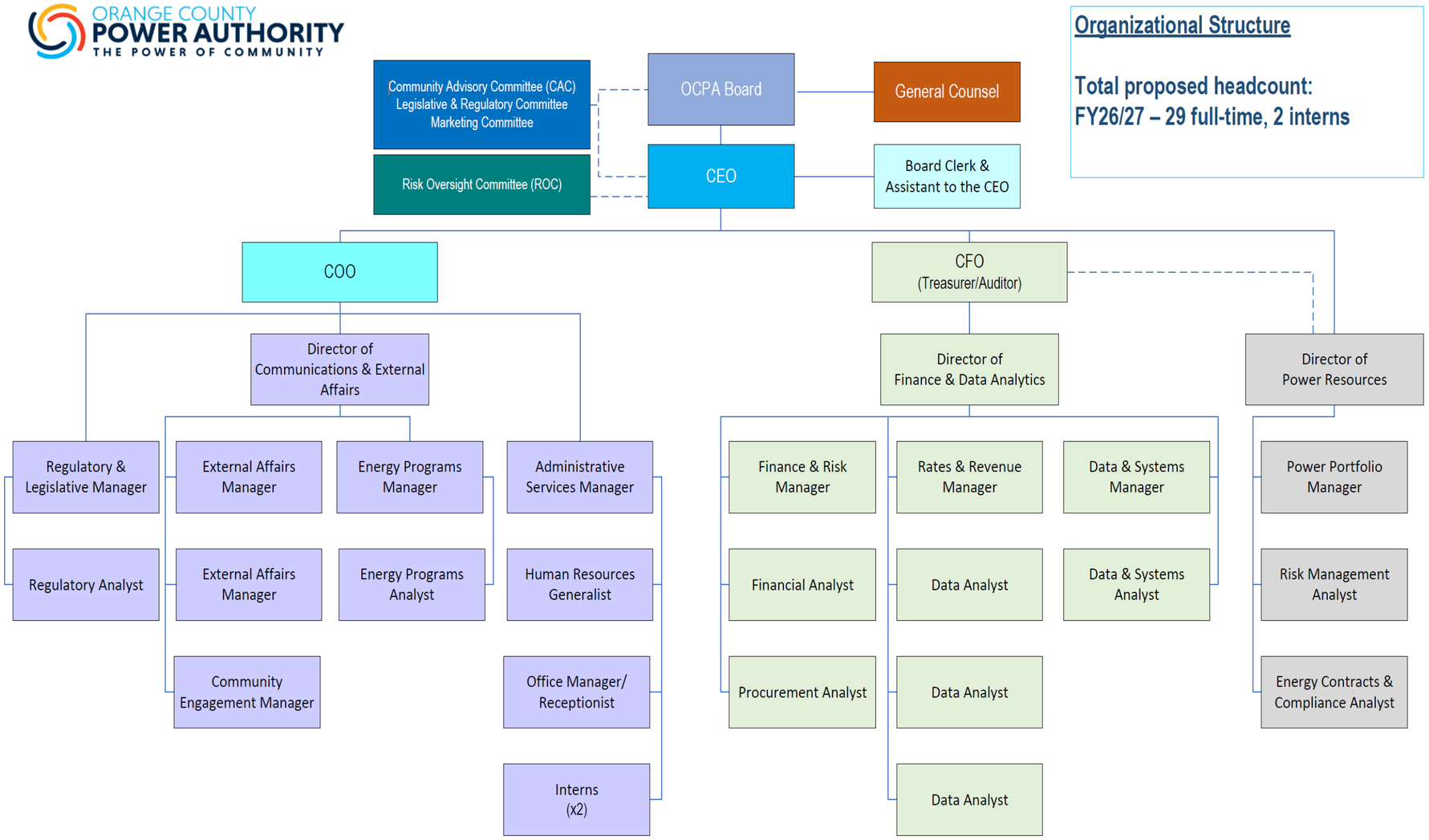
Key Staffing Assumptions:

- No net increase in authorized FTEs: Total full-time positions remain at 29 for FY2026/27.
- Approved position recruitment: Budget assumptions include filling approved or vacant positions as needed to support core finance, data, power resources, communications and outreach, customer programs, regulatory and legislative, and administrative functions.
- Compensation planning: The budget includes cost-of-living adjustment (COLA) and merit assumptions consistent with OCPA's compensation policies, labor market conditions, and actual performance evaluations.
- Lean staffing model: OCPA serves approximately 188,000 customer accounts with 29 FTEs, equal to approximately 6,500 customer accounts per FTE.
- Budget refinement: Staffing projections will be reviewed and refined during the FY2026/27 Mid-Year Budget Update based on actual hiring, vacancies, benefit elections, and expenditures.

Key Notes:

OCPA is maintaining a lean staffing model with no increase in authorized full-time positions. Staffing assumptions are designed to preserve essential operational capacity, support regulatory compliance, manage power supply and financial risk, and avoid higher costs that could result from turnover, vacancies, or overreliance on outside support.

FY2026/27 Budget Assumption – Proposed Organizational Chart



Organizational Structure

Total proposed headcount:
FY26/27 – 29 full-time, 2 interns

To Be Hired in FY27/28

Operating Expenses Highlights: Group Health Plan Enhancement

Staff proposes adjusting OCPA's employer contribution for baseline employer-covered medical and vision plan options from 95% to 100%, effective July 2026, for employees and dependents enrolled in those plans. This is an incremental adjustment to OCPA's existing benefits structure, not a new benefit program, and is intended to support retention, recruitment competitiveness, and organizational stability in a specialized energy-sector labor market.

Market Alignment, Retention, and Cost Control

- Incremental adjustment: OCPA currently provides 95% employer-paid medical and vision coverage. The proposal closes the remaining 5% employee cost-share for OCPA's baseline employer-covered plan options and aligns more closely with peer CCA practices.
- Relevant labor market comparison: While 100% employer-paid coverage may be less common in the broader private sector, OCPA competes for specialized energy, regulatory, rates, finance, data, and compliance talent with CCAs, utilities, public agencies, and energy-sector organizations. For this reason, CCA and energy-sector benchmarks provide the most relevant comparison for recruitment and retention purposes.
- Peer CCA alignment: Mercer's CCA compensation survey found OCPA's overall group health benefits were below the CCA median, with its dental ranked 7th out of 7 CCAs before the Board-approved dental enhancement in July 2024.
- Not an outlier: Based on the benchmarking reviewed, the proposal is consistent with benefit practices used by comparable CCAs and moves OCPA closer to prevailing CCA market practices rather than above market.
- Total compensation context: Benefit comparisons should be considered within total compensation. OCPA does not offer certain benefits commonly available in other public-sector settings, such as CalPERS pension participation, retiree medical benefits, bargaining agreements, or other employer-funded compensation features. The proposed enhancement helps support competitiveness within OCPA's actual labor market without increasing authorized FTEs.
- Retention and continuity: OCPA's workforce is small and specialized; retaining experienced staff helps reduce recruiting costs, knowledge loss, and reliance on external consultants.

Key Notes:

The proposed group health plan enhancement is a targeted market-alignment measure.

The proposal does not increase authorized FTEs, does not create a new benefit program, and represents an estimated incremental FY2026/27 budget impact of approximately $31,000, or about 0.01% of revenue and 0.4% of total staffing costs. Employees would continue to pay any incremental cost for higher-cost plan elections, preserving the cost-control structure.

Operating Expenses Highlights: Cost-of-Living Adjustments and Staffing Costs

OCPA proposes to continue providing a Cost-of-Living Adjustment (COLA) for full-time employees, effective January 1, 2027, to help offset inflationary pressures and maintain competitive salary ranges. The adjustment will be based on the April 2026 Consumer Price Index (CPI) for the Los Angeles-Long Beach-Anaheim area, which is 3.7%. If approved, OCPA's budgetary salary pay ranges will be updated to reflect the COLA.

COLA eligibility will be prorated based on hire date. Full-time employees hired before December 1, 2026, would receive the adjustment on a prorated basis. Employees hired on or after January 1, 2027, would not receive a COLA in this cycle.

$ in thousands **Period Ending June 30**	**FY2026/27 Budget**	**% of total**	**% of rev**
Salaries	$5,708	79.1%	
Benefits	$1,141	15.8%	
COLA	$174	2.4%	
Board Stipends	$119	1.6%	
Payroll Taxes	$76	1.1%	
Total Staffing Costs	**$7,218**	**100%**	**2.8%**
Total FTEs	29		
Estimated Customer Accounts per FTE	6,500		

OCPA maintains 29 FTEs with no increase in authorized full-time positions. Total staffing costs represent 2.8% of revenue, within the peer CCA range of 1.8% to 5.3%, and support a lean staffing model serving approximately 188,000 customer accounts, or about 6,500 accounts per FTE.

Operating Expenses Highlights: Professional Contract Services

OCPA uses specialized external expertise to support essential functions that require technical, regulatory, financial, and energy market knowledge. This approach allows OCPA to maintain a lean staffing model while accessing expertise that may be specialized, time-sensitive, or periodic in nature. Professional contract services support the following areas:

- Energy Procurement and Portfolio Management: Supports power supply portfolio management, new member feasibility studies, scheduling coordination, Congestion Revenue Rights (CRR) purchases and sales, and California Independent System Operator (CAISO) settlements and reporting.
- Financial, Technology, and Other Professional Services: Includes accounting, annual financial audit, credit facility evaluation, rate strategy and cost-of-service study, SCE Energy Resource Recovery Account (ERRA) special assessment, information technology support, cybersecurity services, human resources, and banking services.

$ in thousands **Period Ending June 30**	**FY2026/27 Budget**	**% of rev**
Power Supply Portfolio Management and Related	$638	
Accounting, Auditing, and Banking	$375	
Scheduling Coordination and Related	$287	
Rate Strategies and Assessments	$287	
IT, HR, Cybersecurity, and Other Support	$204	
Total Professional Contract Services	**$1,791**	**0.7%**

Key Notes:

These services allow OCPA to access specialized, time-sensitive expertise without adding permanent staff for functions that may be technical, periodic, or project-specific.

Professional contract services total approximately $1.8 million, or 0.7% of revenue, supporting specialized energy, financial, technology, regulatory, and compliance functions while allowing OCPA to maintain a lean staffing model.

Based on peer CCA budget comparisons, professional contract services range from approximately 0.3% to 3.0% of revenue. OCPA's projected professional contract services cost of 0.7% of revenue is within this peer range.

Operating Expenses Highlights: Legal, Compliance & Legislative Advocacy Support Services

OCPA uses legal and specialized advocacy support to protect the agency's operations, ensure compliance, support governance, and represent customer interests in regulatory and legislative matters. These services include general and special counsel, power procurement contract review and negotiation, regulatory proceedings, employment and labor matters, governance support, risk and liability management, clerk support, and legislative advocacy.

In FY2026/27, OCPA plans to add Sacramento-based legislative advocacy support to strengthen engagement with the California Legislature and state agencies. This support will help OCPA monitor legislation, provide timely policy insight, and advocate on issues that directly affect customer affordability, rate competitiveness, local energy choice, the Power Charge Indifference Adjustment (PCIA), Resource Adequacy, procurement mandates, and clean energy policy.

$ in thousands **Period Ending June 30**	**FY2026/27 Budget**	**% of rev**
General Counsel	$309	
Regulatory & Legislative	$116	
Clerk Support	$109	
Power Procurement Transactional & Negotiation	$105	
Labor Related	$102	
Sacramento Legislative Advocacy Support	$50	
Total Legal, Compliance & Legislative Advocacy Support Services	**$791**	**0.3%**
Additional In-House Legal FTEs	None	

Based on peer CCA budget comparisons, total legal and advocacy support costs range from approximately 0.1% to 0.4% of revenue. OCPA's projected cost of 0.3% of revenue is within the peer range, with no additional in-house legal FTEs.

Operating Expenses Highlights: Communications & Outreach

OCPA's Communications and Outreach budget supports required customer notifications, public education, program awareness, community engagement, and transparent communication with customers and member communities. These activities help ensure residents and businesses understand OCPA's rates, customer choices, clean energy programs, and role as a locally governed public agency.

For FY2026/27, the budget funds mandatory customer notices, including Joint Rate Comparisons, direct mailers, website and translation support, customer surveys, community outreach, and targeted communications for the Fountain Valley launch. The budget also supports outreach for customer programs, community events, sponsorships, and partnerships that help OCPA provide practical information about available services and benefits.

$ in thousands **Period Ending June 30**	**FY2026/27 Budget**	**% of rev**
Customer Communications, Education, Consulting, and Public Outreach	$920	
Required Notices, Direct Mailers, and Postage	$315	
Sponsorships and Community Memberships	$165	
Translation, Website Enhancement, and Annual Survey	$143	
Customer Materials, Design, and Miscellaneous Outreach Support	$49	
Total Communications & Outreach	**$1,592**	**0.6%**

Based on peer CCA budget comparisons, communications and outreach costs range from approximately 0.2% to 0.6% of revenue. OCPA's projected cost of 0.6% of revenue is within the peer range. Communications and Outreach supports required customer notices, rate transparency, multilingual access, program education, community engagement, and Fountain Valley launch preparation.

Operating Expenses Highlights: General & Administrative Expenses

General and Administrative expenses support OCPA's core public agency operations, financial controls, risk management, technology systems, office operations, and industry participation. These costs include office rent and lease amortization, utilities, insurance, bank and commitment fees, IT equipment and software, office maintenance, subscriptions, supplies, and ordinary business expenses.

G&A expenses also include targeted staff training, professional development, industry engagement, and membership dues for the California Community Choice Association (CalCCA) and the California Community Choice Financing Authority (CCCFA). These memberships support regulatory advocacy, legislative engagement, and financing structures that help OCPA manage long-term power supply costs, strengthen policy representation, and protect customer interests.

$ in thousands **Period Ending June 30**	**FY2026/27 Budget**	**% of rev**
CalCCA and CCCFA Membership Dues	$453	
Office Rental and Lease Amortization	$227	
Bank and Commitment Fees	$180	
IT Equipment and Software	$152	
Business Insurance	$140	
Office Maintenance, Improvements, Supplies, and Utilities	$114	
Staff Training, Industry Engagement, and Business Travel	$175	
Board, Public Meeting, and Business Meal Support	$40	
Other Ordinary Business Expenses	$47	
Total General & Administrative Expenses	**$1,528**	**0.6%**

- CalCCA supports CCA advocacy before the California Legislature and regulatory agencies on issues affecting customer affordability, PCIA, Resource Adequacy, and procurement requirements.
- CCCFA supports prepayment financing structures designed to lower long-term power supply costs for participating CCAs.
- G&A expenses total approximately $1.5 million, or 0.6% of revenue, supporting core operations, financial controls, risk management, IT systems, industry advocacy, and green prepayment bond administration. OCPA's projected G&A cost remains within the peer CCA range of 0.4% to 1.6% of revenue.

Operating Expenses Highlights: Customer Programs, Targeted Bill Relief, and Incentives

OCPA is committed to reinvesting in the community through customer programs that support affordability, energy efficiency, clean energy access, and measurable local benefits. These programs are designed to respond to the needs of households, renters, small businesses, multifamily communities, and cost-sensitive customers.

Building on priorities identified through OCPA's Community Power Plan (CPP) process, FY2026/27 programs will focus on practical customer benefits, including targeted bill relief, energy efficiency improvements, customer education, workforce development, and community grants.

Green Discount Program: Provides targeted bill relief for eligible non-NEM residential customers who select the Green Discount option, with an approximate 1% discount below SCE's equivalent residential generation rates. Program participation will be supported by available net prepayment savings, with CARE, FERA, and other income-qualified households prioritized as administratively feasible.

$ in thousands **Period Ending June 30**	**FY2026/27 Budget**	**% of rev**
Green Discount Program, Targeted Bill Relief	$1,000	
Energy Efficiency Programs:		
Renter	$545	
Residential	$263	
Multifamily Housing	$235	
Small Business	$45	
OC Bright Futures Grant	$100	
OCPA Marketplace, Incentive Finder, and Build Smart Trailer	$16	
Total Customer Programs	**$2,204**	**0.8%**

Based on peer CCA budget comparisons, customer program costs range from approximately 1.1% to 3.6% of revenue. OCPA's projected customer program budget of 0.8% of revenue remains below this peer range while funding targeted affordability, energy efficiency, and community benefit programs.

Operating Expenses Highlights: State, Federal, and Utility-Funded Programs

OCPA participates in several state-, federal-, and utility-funded programs that support under-resourced communities and provide customer energy benefits. The FY2026/27 budgeted program income fully offsets eligible program costs, resulting in no net budget impact to OCPA.

Equitable Building Decarbonization Direct Install (EBD-DI): A California Energy Commission statewide initiative supporting all-electric appliances, energy efficiency measures, and weatherization upgrades for low-income households in under-resourced communities. OCPA's role includes outreach, participant handoffs, follow-up surveys, and program reporting.

OCPA Clean Energy Access (CEA) Program: OCPA's locally branded Disadvantaged Community Green Tariff (DAC-GT) Program is a CPUC-approved program designed to provide eligible low-income residential customers in disadvantaged communities with clean energy benefits. Participants would receive 100% solar energy and an additional 20% bill discount. When combined with CARE or FERA discounts, qualified customers could save more than 50% on their monthly electric bill.

SoCal REN Program: The Southern California Regional Energy Network, a service of the County of Los Angeles, helps public agencies, households, multifamily properties, and small businesses access energy efficiency opportunities that reduce energy use and lower costs.

FY2026/27 Budget	Income ($ in thousands)	Costs ($ in thousands)	Net Impact ($ in thousands)
EBD-DI Program	$89	($89)	$0
CEA Program	$291	($291)	$0
SoCal REN Program	$105	($105)	$0
Total	**$485**	**($485)**	**$0**

All three programs are externally funded and fully reimbursable, allowing OCPA to deliver targeted benefits to under-resourced communities without increasing net operating costs.

Non-Operating Expenses Highlights: Debt Service

Debt service includes interest costs on OCPA's loan from the City of Irvine, which is scheduled to be fully paid off by January 2027, as well as imputed interest related to OCPA's office lease. Lease-related interest is calculated in accordance with Governmental Accounting Standards Board (GASB) Statement No. 87, which requires lease obligations to be recognized over the lease term.

$ in thousands **Period Ending June 30**	**FY2026/27 Budget**	**% of rev**
Interest Costs, City of Irvine Loan, Scheduled Payoff January 2027	$107	
Interest Costs, OCPA Office Lease	$43	
Total Debt Service	**$150**	0.1%

CCA Comparison: Based on peer CCA budget comparisons, debt service costs range from approximately 0.1% to 0.4% of revenue. OCPA's projected debt service cost of 0.1% of revenue is at the low end of the peer range, and the City of Irvine loan is scheduled to be fully paid off by January 2027.

5-Year OCPA Financial Proforma FY2026/27 to 2031/32

($ in thousands) Period Ending Jun 30	Reforecast FY2025/26	% of Rev	Budget FY2026/27	% of Rev	Projection FY2027/28	% of Rev	Projection FY2028/29	% of Rev	Projection FY2029/30	% of Rev	Projection FY2030/31	% of Rev	Projection FY2031/32	% of Rev
REVENUE AND OTHER SOURCES														
Revenue - Electricity Base	241,675	87.2%	254,504	97.7%	265,722	97.3%	264,161	97.3%	267,441	97.3%	263,251	97.1%	269,742	97.2%
Revenue - Smart Choice Premium	7,306	2.6%	6,233	2.4%	4,881	1.8%	4,878	1.8%	4,960	1.8%	5,041	1.9%	5,129	1.8%
Revenue - 100% Renewable Premium	259	0.1%	2,412	0.9%	5,360	2.0%	5,438	2.0%	5,525	2.0%	5,609	2.1%	5,701	2.1%
Less: Uncollectible Accounts	(3,739)	(1.5%)	(3,947)	(1.5%)	(4,139)	(1.5%)	(4,117)	(1.5%)	(4,169)	(1.5%)	(4,109)	(1.5%)	(4,209)	(1.5%)
Revenue deferral	30,000		0		0		0		0		0		0	
Net Revenue - Electricity	275,500	99.4%	259,201	99.5%	271,824	99.6%	270,359	99.6%	273,757	99.6%	269,792	99.6%	276,363	99.6%
Investment and Miscellaneous Income	1,592	0.6%	1,200	0.5%	1,200	0.4%	1,200	0.4%	1,200	0.4%	1,200	0.4%	1,200	0.4%
Total Net Revenue and Other Sources	277,093	100.0%	260,401	100.0%	273,024	100.0%	271,559	100.0%	274,957	100.0%	270,992	100.0%	277,563	100.0%
EXPENDITURES AND OTHER USES														
CURRENT EXPENDITURES														
Cost of Energy	262,837	94.9%	228,169	87.6%	226,023	82.8%	229,737	84.6%	235,578	85.7%	244,074	90.1%	251,237	90.5%
Data Manager	2,220	0.8%	2,607	1.0%	2,849	1.0%	2,949	1.1%	3,052	1.1%	3,159	1.2%	3,270	1.2%
Utilities Service Fees	270	0.1%	250	0.1%	260	0.1%	267	0.1%	275	0.1%	284	0.1%	292	0.1%
Staffing Costs	5,295	1.9%	7,218	2.8%	8,102	3.0%	8,516	3.1%	8,942	3.3%	9,389	3.5%	9,858	3.6%
Contract Services	1,446	0.5%	1,791	0.7%	1,845	0.7%	1,724	0.6%	1,754	0.6%	1,784	0.7%	1,815	0.7%
Legal Services	663	0.2%	791	0.3%	828	0.3%	866	0.3%	866	0.3%	866	0.3%	866	0.3%
Communications and Outreach	1,397	0.5%	1,592	0.6%	1,688	0.6%	1,769	0.7%	1,855	0.7%	1,945	0.7%	2,039	0.7%
Other G&A	1,272	0.5%	1,528	0.6%	1,477	0.5%	1,510	0.6%	1,538	0.6%	1,569	0.6%	1,601	0.6%
Energy Programs	976	0.4%	2,204	0.8%	1,204	0.4%	1,204	0.4%	1,204	0.4%	1,204	0.4%	1,204	0.4%
	276,376	99.7%	246,149	94.5%	244,277	89.5%	248,543	91.5%	255,064	92.8%	264,273	97.5%	272,183	98.1%
NON-OPERATING EXPENDITURES														
Interest costs - nonoperating	311	0.1%	150	0.1%	35	0.0%	26	0.0%	16	0.0%	5	0.0%	5	0.0%
Total Expenditures and Other Uses	276,688	99.9%	246,299	94.6%	244,311	89.5%	248,569	91.5%	255,079	92.8%	264,278	97.5%	272,188	98.1%
Net Income Surplus/(Deficit)	**405**	0.1%	**14,102**	5.4%	**28,712**	10.5%	**22,991**	8.5%	**19,877**	7.2%	**6,714**	2.5%	**5,375**	1.9%
Reserve Balance:														
Carryover balance	45,014	16.2%	45,420	17.4%	59,521	21.8%	88,234	32.5%	111,224	40.5%	131,102	48.4%	137,816	49.7%
Net Income Surplus/(Deficit)	405	0.1%	14,102	5.4%	28,712	10.5%	22,991	8.5%	19,877	7.2%	6,714	2.5%	5,375	1.9%
Ending balance	45,420		59,521		88,234		111,224		131,102		137,816		143,191	
% of operating expenses	16%		24%		36%		45%		51%		52%		53%	

OCPA Operating Reserves

OCPA maintains operating reserves to absorb key financial and operating risks, including:

CHANGES IN MEMBER PARTICIPATION

Possibility of incurring significant financial risks

IOU RATES

Utility generation rate and PCIA volatility

POWER SUPPLY JOLTS

Power market volatility and Resource Adequacy cost pressure

CUSTOMER PAYMENTS

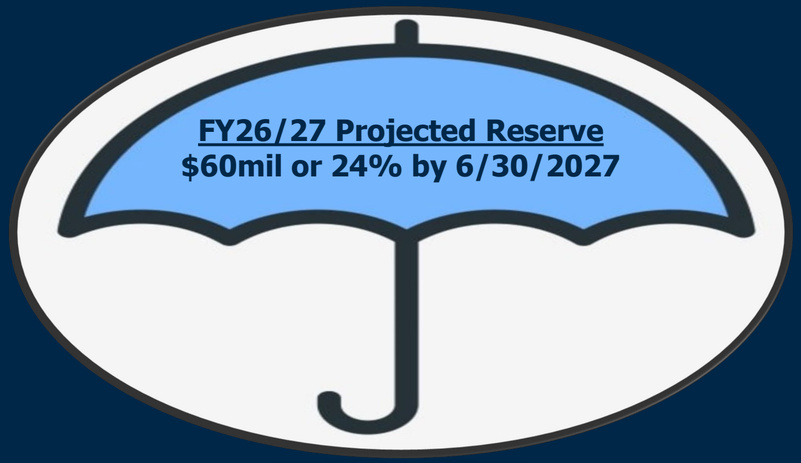
Customer payment risk during economic downturns

REG & LEG ISSUES

Regulatory and legislative uncertainty

RATE AFFORDABILITY

Energy price increases may impact usage, electrification, and customer retention



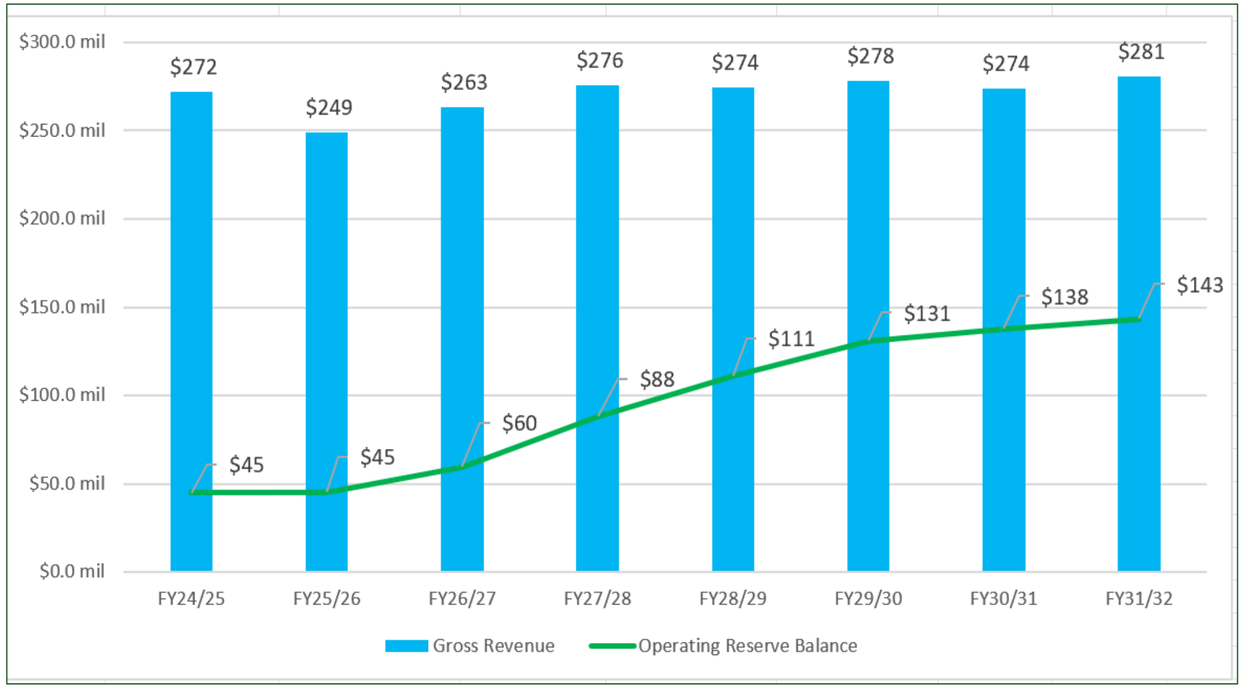
ORANGE COUNTY POWER AUTHORITY

5-Year Financial Outlook and Reserve Rebuilding Plan

OCPA's five-year financial outlook shows a disciplined reserve rebuilding path while maintaining stable operations and supporting customer affordability. The reserve strategy is designed to strengthen OCPA's ability to manage external risks, maintain liquidity, support power procurement, and prepare for future credit rating evaluation.

OCPA is projected to reach approximately $76 million in reserves, or 30% of total operating expenses, by December 31, 2027, and approximately $125 million in reserves, or approximately 49% of total operating expenses, by December 31, 2029. This reserve rebuilding path supports long-term financial sustainability, customer affordability, credit rating readiness, and cost-effective power procurement.

Projected Revenue Stability and Reserve Growth



Key Notes:

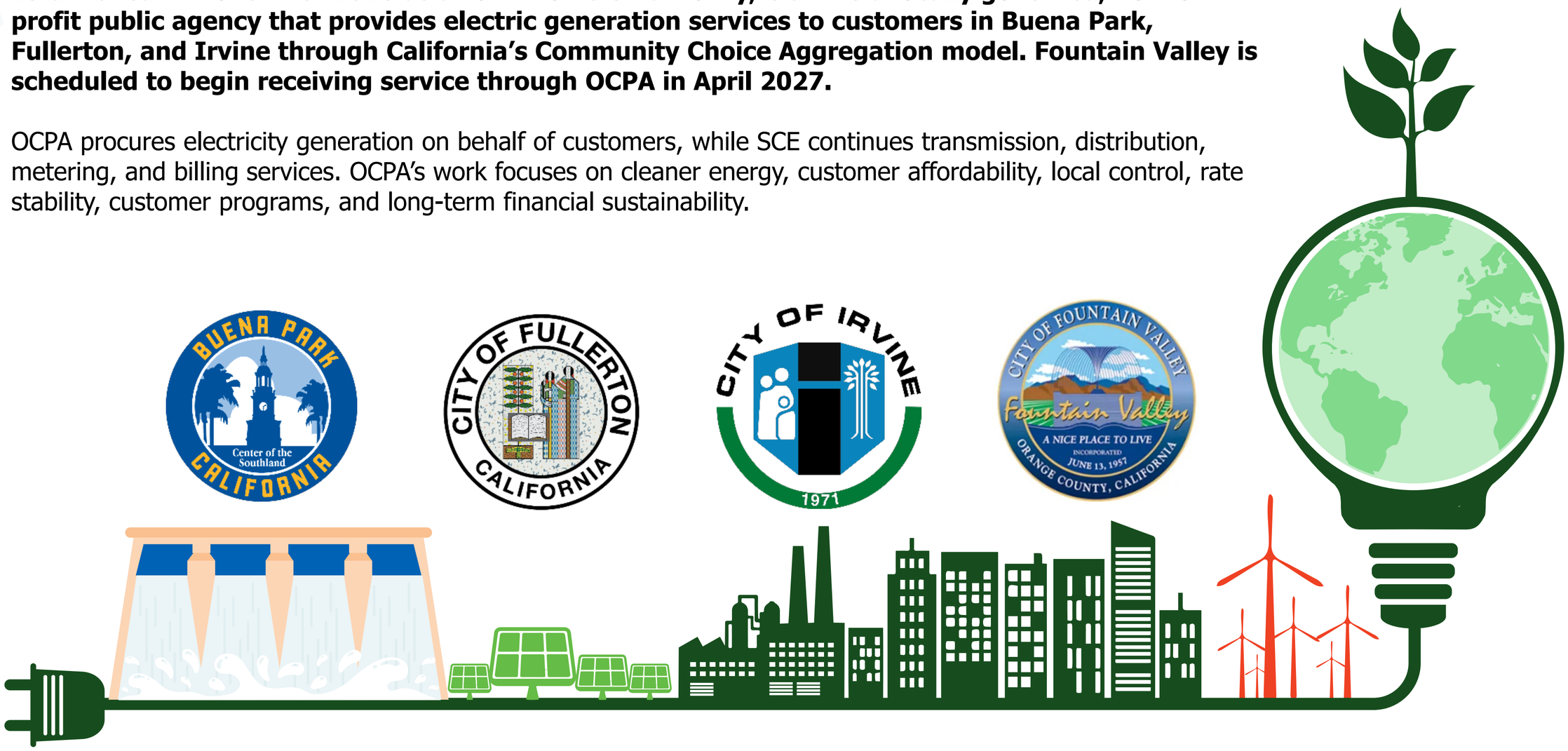
OCPA is projected to meet the Board's minimum reserve target by December 31, 2027, and approach the upper end of the reserve target range by December 31, 2029. This supports financial resilience, customer affordability, credit rating readiness, and cost-effective power procurement.

ORANGE COUNTY POWER AUTHORITY

About OCPA

Established in November 2020 as a Joint Powers Authority, OCPA is a locally governed, not-for-profit public agency that provides electric generation services to customers in Buena Park, Fullerton, and Irvine through California's Community Choice Aggregation model. Fountain Valley is scheduled to begin receiving service through OCPA in April 2027.

OCPA procures electricity generation on behalf of customers, while SCE continues transmission, distribution, metering, and billing services. OCPA's work focuses on cleaner energy, customer affordability, local control, rate stability, customer programs, and long-term financial sustainability.



2026 OCPA Board

Susan Sonne
Chair

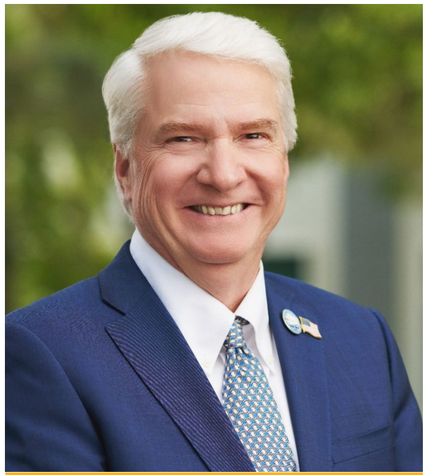
Councilmember
City of Buena Park

James Mai
Vice Chair

Vice Mayor
City of Irvine

Fred Jung
Director

Mayor
City of Fullerton



Glenn Grandis
Director

Councilmember
City of Fountain Valley

Kathleen Treseder
Director

Councilmember
City of Irvine

Alternates Board Members:

Lamiya Hoque
Vice Mayor
City of Buena Park

William Go
Councilmember
City of Irvine

Shanna Charles
Councilmember
City of Fullerton

Ted Bui
Councilmember
City of Fountain Valley

Betty Martinez Franco
Councilmember
City of Irvine

Glossary

Cost-of-Living Adjustment (COLA)
A COLA is an increase in compensation intended to help employees maintain the value of their pay against inflation. COLAs are typically based on inflation rates measured by the Consumer Price Index (CPI) for a specific period.

Consumer Price Index (CPI)
The Consumer Price Index (CPI) measures the monthly change in prices paid by U.S. consumers and is used to measure inflation and deflation. The Bureau of Labor Statistics calculates the CPI as a weighted average of prices for a basket of goods and services.

Renewable Portfolio Standards (RPS)
RPS are regulations that require energy providers to generate a minimum percentage of their energy from renewable sources.

California's RPS program was established in 2002 by Senate Bill (SB) 1078 (Sher, 2002), which initially mandated that 20% of electricity retail sales be served by renewable resources by 2017. The program was later expanded by SB 100 (de León, 2018), which increased the RPS requirement to 60% by 2030 and mandated that 100% of California’s electricity come from carbon-free resources by 2045.

The California Energy Commission (CEC) verifies the eligibility of renewable energy procured by LSEs, including retail sellers, publicly owned utilities (POUs), and other entities serving retail electricity sales in California that are obligated to participate and report to the RPS program.

Eligible renewable resources are defined in California Public Resources Code § 25741 and include facilities using the following technologies: Biomass, Solar Thermal, Photovoltaic, Wind, Geothermal, Fuel cells using renewable fuels, Hydroelectric under 30 MW, Digester gas, Municipal solid waste conversion, Landfill gas, Ocean wave, Ocean thermal, Tidal current.

Market Price Benchmark (MPB)
The MPB is an average of utility portfolio costs used in calculating the ERRA Forecast Updates. It is a key component in PCIA calculations. The MPB is determined using the volume-weighted average of most recent market transactions and is used to calculate the final portfolio values in the PCIA.

California Public Utilities Commission (CPUC)
CPUC is a state agency that regulates investor-owned utilities (IOU) in California. Its responsibilities include overseeing utility services, protecting consumers, safeguarding the environment, and ensuring Californians have access to safe and reliable utility infrastructure and services.

While the CPUC does not regulate the pricing of Community Choice Aggregators (CCAs), it enforces various operational requirements mandated by the legislature. These include compliance with the Renewable Portfolio Standard (RPS), Energy Storage mandates, Resource Adequacy (RA) requirements, public goods charge energy efficiency funding, and rate comparison disclosures.

In addition, numerous CPUC proceedings can directly or indirectly affect CCAs. These include IOU procurement and rate-setting processes, as well as the establishment of exit fee calculations, which impact CCA operations and costs.

Resource Adequacy (RA)

The CPUC adopted an RA policy framework in 2004, as outlined in Public Utilities Code section 380, to ensure the reliability of electric service in California. This framework established RA obligations for all LSEs within the CPUC's jurisdiction, including IOUs, energy service providers (ESPs), and CCAs.

The RA policy framework, implemented through the RA program, guides resource procurement and promotes infrastructure investment by requiring LSEs to procure capacity to ensure that resources are available to the California Independent System Operator (CAISO) when and where they are needed.

To ensure LSEs can meet peak demand, the CPUC requires CCAs to submit annual and monthly filings demonstrating compliance with specified capacity procurement percentages. The RA program includes separate requirements for system, local, and flexible RA.

California Independent System Operator (CAISO)

The CAISO manages the flow of electricity across high-voltage, long-distance power lines, administers a wholesale energy market, and oversees transmission planning to maximize efficiency and reliability.

Full-Time Equivalent (FTE)

An FTE measures the total number of hours employees work in relation to a full-time work schedule.

Power Charge Indifference Adjustment (PCIA)

The PCIA is a fee charged by IOUs to CCA customers to ensure that remaining utility (bundled) customers do not face cost increases due to customers migrating to a CCA. The PCIA calculation methodology is established by the CPUC and is updated annually. Vintages are assigned based on the year of customer departure from the utility.

CCA customers are responsible for paying this fee, which is set by utilities. However, CCAs, including OCPA, typically set their rates lower to help offset the impact of the PCIA on their customers.

California Community Choice Association (CalCCA)
The CalCCA represents the interests of California's community choice electricity providers in the legislature and at state regulatory agencies, including the California Public Utilities Commission, California Energy Commission, and California Air Resources Board. CalCCA's mission is to create a legislative and regulatory environment that supports the development and long-term sustainability of locally-run Community Choice Aggregators (CCAs) in California.

California Community Choice Financing Authority (CCCFA)
The CCCFA was established in 2021 with the goal of reducing the cost of power purchases for member CCAs through pre-payment structures. The prepay structure effectively leverages the difference between tax-exempt and taxable debt rates to fund the reduction in the cost of power purchases.

Net Energy Metering (NEM)
NEM is a billing mechanism that allows customers with renewable energy systems, like solar panels, to receive credit for surplus electricity they send back to the grid.

California Alternate Rates for Energy (CARE)
CARE is a financial assistance program administered by SCE that helps qualifying families lower their monthly energy bills with a 32.5% bill discount. OCPA customers have access to the same rate assistance programs offered by SCE and CARE remains available to eligible OCPA customers.

Family Electrical Rate Assistance (FERA)
FERA is another financial assistance program administered by SCE that helps qualifying families lower their monthly energy bills with an 18% bill discount. OCPA customers have access to the same rate assistance programs offered by SCE and FERA remains available to eligible OCPA customers.

Equitable Building Decarbonization Direct Install (EBD-DI) Program
The EBD-DI Program is a state-wide program that aims to reduce greenhouse gas emissions in homes and advance energy equity through incentivizing increased adoption of low-carbon technologies. The Direct Install program provides decarbonization retrofits to low- and moderate-income households.

OCPA's Clean Energy Access (CEA) Program
In June 2018, the CPUC approved the Disadvantaged Communities Green Tariff (DAC-GT) program, which provides low-income residential customers in disadvantaged areas with 100% solar energy and a 20% bill discount. OCPA was recently approved to administer this program, securing 0.53 MW capacity from SCE and is naming the program Clean Energy Access (CEA) Program.

Southern California Regional Energy Network (SoCalREN) Program
The SoCalREN is a ratepayer-funded program authorized by the CPUC and administered by the County of Los Angeles. It is designed to help residents, businesses,

and local government agencies across Southern California to reduce energy use, lower utility costs, and transition to a more sustainable energy future.

Governmental Accounting Standards Board (GASB)

The GASB is an independent, private-sector organization that establishes accounting and financial reporting standards for U.S. state and local governments that follow generally accepted accounting principles (GAAP).

2026-2027

Fiscal Year Operating Budget

ORANGE COUNTY POWER AUTHORITY
YOUR CLEAN ENERGY CHOICE

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Fiscal Year Operating Budget 2026-2027

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CEO Message

As we enter Fiscal Year 2026/27, Orange County Power Authority (OCPA) remains grounded in the principles that inspired our creation: local control, community partnership, affordability, innovation, transparency, and long-term sustainability. This budget reflects our commitment to serving Orange County communities with accountability, responsible stewardship, and purpose.

California's energy landscape continues to evolve rapidly. Increasing regulatory complexity, climate-related reliability needs, volatile power markets, and shifting state and federal policies continue to shape the future of energy procurement and delivery. These pressures affect community choice aggregators (CCAs) and other load-serving entities across California, making disciplined financial planning, active risk management, and customer-focused decision-making more important than ever.

As a locally governed, not-for-profit public agency, OCPA prioritizes customer value rather than shareholder profit. Our mission remains clear: to provide reliable, cleaner energy at competitive and stable rates while reinvesting in the communities we serve and advancing solutions that improve affordability, resilience, and sustainability.

The FY2026/27 Budget aligns with OCPA's updated Strategic Plan and focuses on five core priorities:

- Strengthening community partnerships and engagement;
- Maintaining fiscal sustainability and affordability;
- Designing customer programs that reflect local needs;
- Advancing renewable energy and clean-energy goals; and
- Advocating for customers in state and regional energy policy discussions.

A major accomplishment this past year was the completion of the Community Needs Assessment for OCPA's Community Power Plan (CPP), developed through extensive engagement with residents, businesses, community organizations, and local leaders. This work provides a roadmap for future customer programs and local investments centered on equity, resilience, affordability, and measurable community benefit. The FY2026/27 Budget begins the next phase of this work by moving from assessment to implementation, with a focus on practical benefits for customers and member communities.

CEO Message (Continued)

OCPA also successfully executed its first green prepayment bond transaction, marking a major milestone in the agency's strategy to manage power supply costs and support long-term customer affordability. Totaling approximately $929.4 million, this innovative financing strategy is expected to generate energy cost savings through a 12.45% discount, producing approximately $25.3 million in savings over the initial five-year period. This achievement advances OCPA's innovative financing strategy and provides a meaningful tool to help offset power cost pressure and support customer value.

Despite ongoing market and regulatory challenges, OCPA maintained financial stability throughout the year with positive reserves, stable operations, and no immediate liquidity concerns. At the same time, the agency recognizes that financial flexibility remains tighter than our long-term target and that reserve rebuilding must continue in a disciplined and phased manner.

OCPA is also advancing a comprehensive cost-of-service study that will provide the analytical foundation for future rate design, product strategy, cost allocation, customer competitiveness, and long-term financial sustainability beginning in 2027. This effort reflects OCPA's commitment to data-driven decision-making, transparency, and responsible financial planning. It will help ensure that future rate and product decisions are grounded in affordability, fairness, compliance, and the long-term cost realities of serving customers.

As OCPA continues to mature as a public power provider, we remain focused on strengthening long-term financial resilience through disciplined forecasting, reserve planning, liquidity management, and strategic innovation. These efforts support OCPA's goal of positioning the agency to pursue an investment-grade credit rating in 2028. Achieving this milestone would strengthen OCPA's market credibility, improve access to financing and procurement opportunities, and help position the agency as a stronger counterparty in an increasingly complex energy market.

At the same time, challenges remain. Rising long-term procurement costs, Resource Adequacy requirements, evolving clean-energy mandates, and volatility in the Power Charge Indifference Adjustment (PCIA) continue to impact customer affordability and community energy providers across California. Energy costs remain OCPA's largest budget driver, influenced by market prices, long-term procurement obligations, renewable compliance costs, and state procurement mandates.

CEO Message (Continued)

PCIA remains one of the most significant external challenges affecting OCPA's competitiveness and customer affordability. Because PCIA is embedded in SCE bundled rates but shown separately on OCPA customer bills, it can distort the apparent comparison between OCPA and SCE service. OCPA cannot control the PCIA, but we must account for its impact in our financial planning, customer communications, product strategy, and advocacy efforts.

In the near term, OCPA is particularly focused on PCIA Track 2, including the valuation of pre-2019 banked Renewable Energy Credits held by investor-owned utilities. OCPA supports fair valuation of these legacy renewable resources, especially where they provide compliance value to bundled utility customers. Assigning little or no value to these resources can increase PCIA pressure on departed customers, including OCPA customers, and undermine the fairness and transparency of the PCIA framework. OCPA will continue working with CalCCA and other CCAs to advocate for outcomes that are fair, transparent, and aligned with customer affordability.

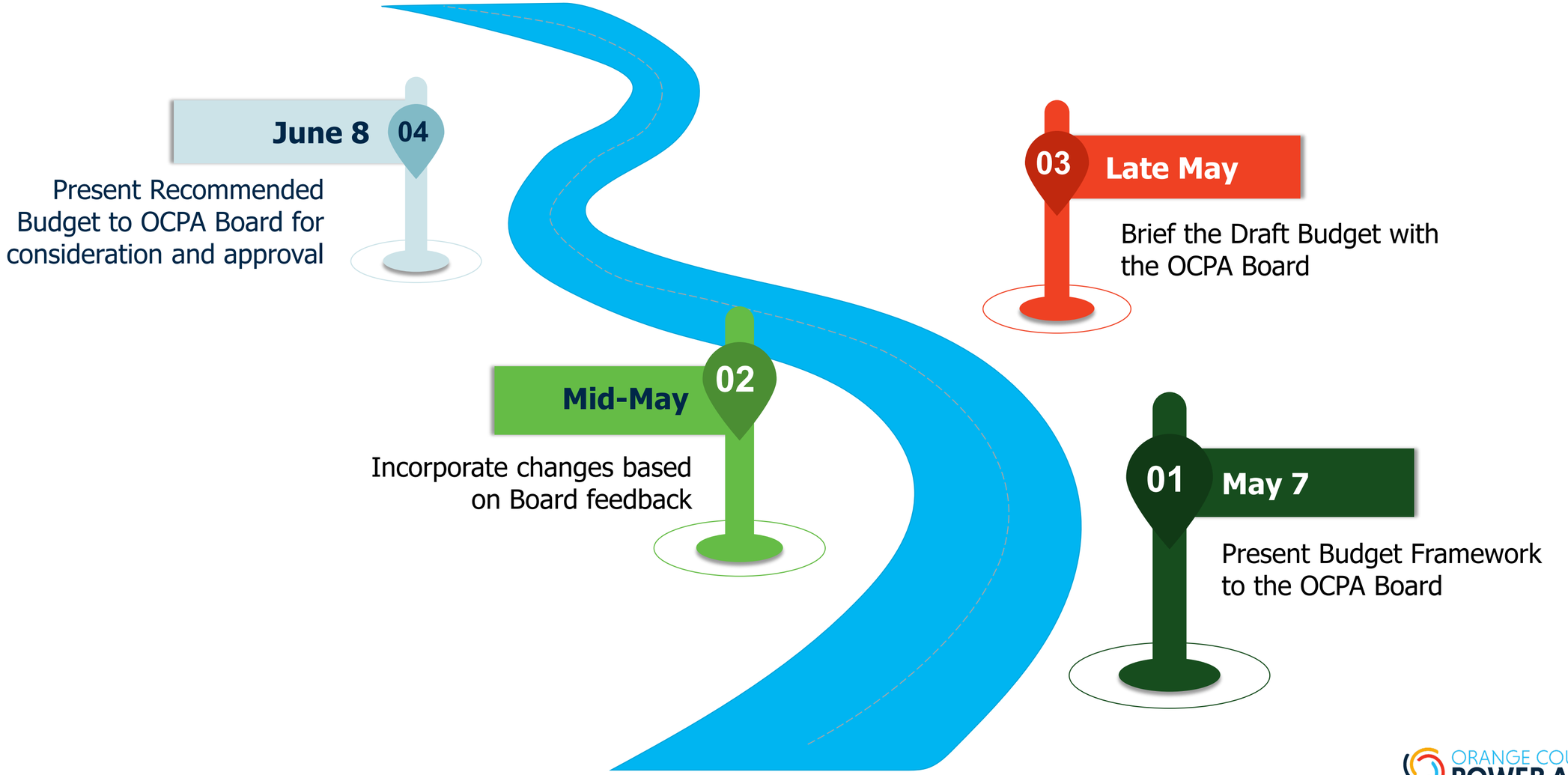
OCPA will also continue to strengthen its regulatory and legislative engagement on Resource Adequacy, Integrated Resource Planning, procurement mandates, PCIA transparency, and other issues that affect customer costs. These efforts are essential because not all financial pressure can be solved through local budgeting alone. Some challenges require coordinated advocacy and policy reform.

This budget reflects both realism and optimism: realism about the challenges facing California's energy sector and optimism about what can be achieved through responsible leadership, innovation, and strong community partnership. FY2026/27 is a year of focused execution and strategic alignment, with an emphasis on maintaining stability, advancing affordability strategies, implementing customer programs, completing the cost-of-service study, rebuilding reserves, preparing for 2027 rate and product decisions, and continuing progress toward credit rating readiness.

Together, we are building a more affordable, resilient, sustainable, and community-centered energy future for Orange County.

Joe Mosca
Chief Executive Officer

FY2026/27 Budget Roadmap



ORANGE COUNTY POWER AUTHORITY

OCPA FY2026/27
Operating Budget - Background

The Orange County Power Authority (OCPA) is pleased to present a financially balanced FY2026/27 Operating Budget that projects a positive net position while supporting affordability, reserve rebuilding, and long-term financial sustainability.

OCPA's budget is updated annually and reviewed mid-year to balance immediate operational needs with long-term financial stability and rate affordability. It outlines estimated revenues and expenses for the fiscal year, spanning July 1, 2026, to June 30, 2027, and is developed using a zero-based budgeting approach, requiring all expenses to be justified from the ground up to ensure efficient and purpose-driven resource allocation.

The proposed budget is organized into two primary categories: revenues and expenses. These categories are intentionally broad to provide flexibility, minimizing the need for frequent adjustments while ensuring adaptability to changing conditions.

OCPA FY2026/27 Operating Budget - Highlights

1. **Financial Stability:** Despite near-term budget pressure in FY2025/26 due to OCPA's commitment to limiting customer rate impacts while navigating rising energy costs, OCPA remains financially stable. OCPA is projecting a net surplus of approximately $14 million and operating reserves of approximately $60 million, equal to 24% of total operating expenses, by June 30, 2027. The budget also maintains disciplined non-power supply operating expenses while preserving the staffing capacity needed to manage power procurement, customer programs, regulatory compliance, data analytics, and financial oversight.
2. **Reserve Rebuilding:** OCPA is expected to reach approximately $76 million in reserves, or 30% of total operating expenses, by December 31, 2027, and approximately $125 million, or 49% of total operating expenses, by December 31, 2029, consistent with the Board's reserve target. This reserve rebuilding path also supports OCPA's goal of positioning the agency to pursue an investment-grade credit rating in 2028.
3. **Affordable and Predictable Rates:** OCPA is holding 2026 rates steady while preparing for data-driven 2027 rate and product decisions through the cost-of-service study. This approach allows OCPA to balance near-term affordability, customer competitiveness, financial sustainability, and transparency. OCPA is also implementing targeted affordability measures, including the Green Discount Program for eligible non-NEM residential customers, and continues to preserve NEM 2.0 benefits for all customers.
4. **Innovative Financing and Cost Management:** OCPA executed its first green prepayment bond transaction totaling approximately $929.4 million, generating an estimated 12.45% discount and approximately $25.3 million in energy cost savings over the initial five-year period. Building on this achievement, OCPA will continue evaluating additional green prepayment bond opportunities and other innovative financing tools to reduce long-term power supply costs and support customer affordability.
5. **Community Programs and Local Benefits:** The FY2026/27 Budget advances implementation of priorities identified through OCPA's Community Power Plan process by supporting programs that respond to local community needs, including energy efficiency, small business support, workforce development, customer education, targeted bill relief, and clean energy access.

Recommended OCPA Operating Budget FY2026/27

($ in thousands) Period Ending Jun 30	Approved Mid-Year Budget FY 2025/26	% of Rev	Reforecast FY2025/26	% of Rev	Proposed Budget FY2026/27	% of Rev	Change $	Change %
REVENUE AND OTHER SOURCES								
Revenue - Electricity Base	242,389		241,675		254,504			
Revenue - Smart Choice Premium	7,525		7,306		6,233		13,701	5.6%
Revenue - 100% Renewable Premium	262		259		2,412			
Less: Uncollectible Accounts	(3,753)		(3,739)		(3,947)			
Revenue deferral	30,000		30,000		0		(30,000)	(100.0%)
Net Revenue - Electricity	276,425	99.4%	275,500	99.4%	259,201	99.5%	(16,299)	(5.9%)
Investment and Miscellaneous Income	1,535	0.6%	1,592	0.6%	1,200	0.5%	(392)	(24.6%)
Total Net Revenue and Other Sources	277,960	100.0%	277,093	100.0%	260,401	100.0%	(16,691)	(6.0%)
EXPENDITURES AND OTHER USES								
CURRENT EXPENDITURES								
Cost of Energy	267,287	96.2%	262,837	94.9%	228,169	87.6%	(34,667)	(13.2%)
Data Manager	2,217	0.8%	2,220	0.8%	2,607	1.0%	386	17.4%
Utilities Service Fees	399	0.1%	270	0.1%	250	0.1%	(20)	(7.3%)
Staffing Costs	5,198	1.9%	5,295	1.9%	7,218	2.8%	1,923	36.3%
Contract Services	1,808	0.7%	1,446	0.5%	1,791	0.7%	344	23.8%
Legal Services	706	0.3%	663	0.2%	791	0.3%	127	19.2%
Communications and Outreach	1,546	0.6%	1,397	0.5%	1,592	0.6%	195	13.9%
Other G&A	1,316	0.5%	1,272	0.5%	1,528	0.6%	256	20.1%
Energy Programs	1,199	0.4%	976	0.4%	2,204	0.8%	1,228	125.9%
	281,675	101.3%	276,376	99.7%	246,149	94.5%	(30,227)	(10.9%)
NON-OPERATING EXPENDITURES								
Interest costs - nonoperating	317	0.1%	311	0.1%	150	0.1%	(161)	(51.8%)
Total Expenditures and Other Uses	281,992	101.5%	276,688	99.9%	246,299	94.6%	(30,388)	(11.0%)
Net Income (Surplus/Deficit)	**(4,032)**	(1.5%)	**405**	0.1%	**14,102**	5.4%	13,697	3381.4%

OCPA FY2025/26 Reforecast and FY2026/27 Recommended Budget Overview

$ in thousands Period Ending June 30	FY2025/26 Reforecast	% Revenue	FY2026/27 Recommended Budget	% Revenue	Budget Impact/ Change ($)
Retail Electricity Revenue	$245,500		$259,201		$13,701
Revenue Deferral / Rate Stabilization Adjustment	30,000		0		(30,000)
Net Electricity Revenue After Revenue Deferral	275,500	99.4%	259,201	99.5%	(16,299)
Investment Income	1,592	0.6%	1,200	0.5%	(392)
Less: Power Supply Costs	(262,837)	94.9%	(228,169)	87.6%	34,668
Less: Non-Power Supply Operating Expenses	(13,540)	4.9%	(17,980)	6.9%	(4,440)
Less: Debt Service	(311)	0.1%	(150)	0.1%	161
Net Position	$405	0.1%	14,102	5.4%	$13,697
Operating Reserve as of June 30	$45,420		$59,521		$14,101
Reserve %	16%		24%		
Operating Reserve as of December 31	$61,695		$75,953		$14,258
Reserve %	25%		30%	Meet Board's minimum reserve target	

Key Notes:

FY2025/26:

- FY2025/26 reforecast projects a **positive net position of approximately $405,000**, improving by approximately $4.4 million compared to the approved Mid-Year Budget projection of an approximately $4.0 million deficit.

- The FY2025/26 improvement is primarily driven by lower projected power supply costs resulting from updated market-based renewable energy cost assumptions, risk management actions, and initial renewable energy prepayment savings beginning in June 2026.

FY2026/27:

- FY2026/27 recommended budget projects a **positive net position of approximately $14 million** while rebuilding reserves.

- Operating reserves are projected to reach approximately $60 million or 24% by June 30, 2027, and approximately $76 million or 30% by December 31, 2027, meeting the Board's minimum reserve target.

- Non-power supply operating expenses remain limited relative to revenue and total operating costs, supporting a lean operating model and essential customer, finance, data, regulatory, and program functions.

OCPA Revenue Assumptions – Key Highlights

Primary Revenue Source: OCPA's operating revenue is primarily derived from retail electricity sales. Revenue assumptions are developed to support power procurement, operating and non-operating costs, and reserve contributions consistent with Board-approved financial policies.

Retail Load Forecast: The forecast reflects projected retail load for Buena Park, Fullerton, Irvine, and Fountain Valley, with Fountain Valley included beginning April 2027 consistent with its planned service launch.

Data-Based Forecasting: Customer counts and load estimates are based on actual customer data from Southern California Edison (SCE) and Calpine Community Energy (Calpine) reports, supplemented by forecast assumptions for future service territory changes, customer usage patterns, and program participation.

2026 Revenue Assumptions, July through December 2026: Revenue is based on Board-approved rates held flat at October 2025 levels, supporting customer affordability and rate predictability. The forecast also reflects current customer product selections and unchanged product adders of +1¢/kWh for Smart Choice and +1.5¢/kWh for 100% Renewable Choice, relative to Basic Choice.

2027 and Future Revenue Assumptions, January 2027 through June 2032: Projected revenue is developed consistent with the Board-approved OCPA Rate Development Policy and will be informed by the cost-of-service study. Revenue assumptions are intended to support power supply costs, operating expenses, debt service, and targeted reserve rebuilding while balancing affordability, competitiveness, and long-term financial sustainability.

Final 2027 rates will be brought to the Board separately after completion of the cost-of-service study, bill impact analysis, and Board policy discussions.

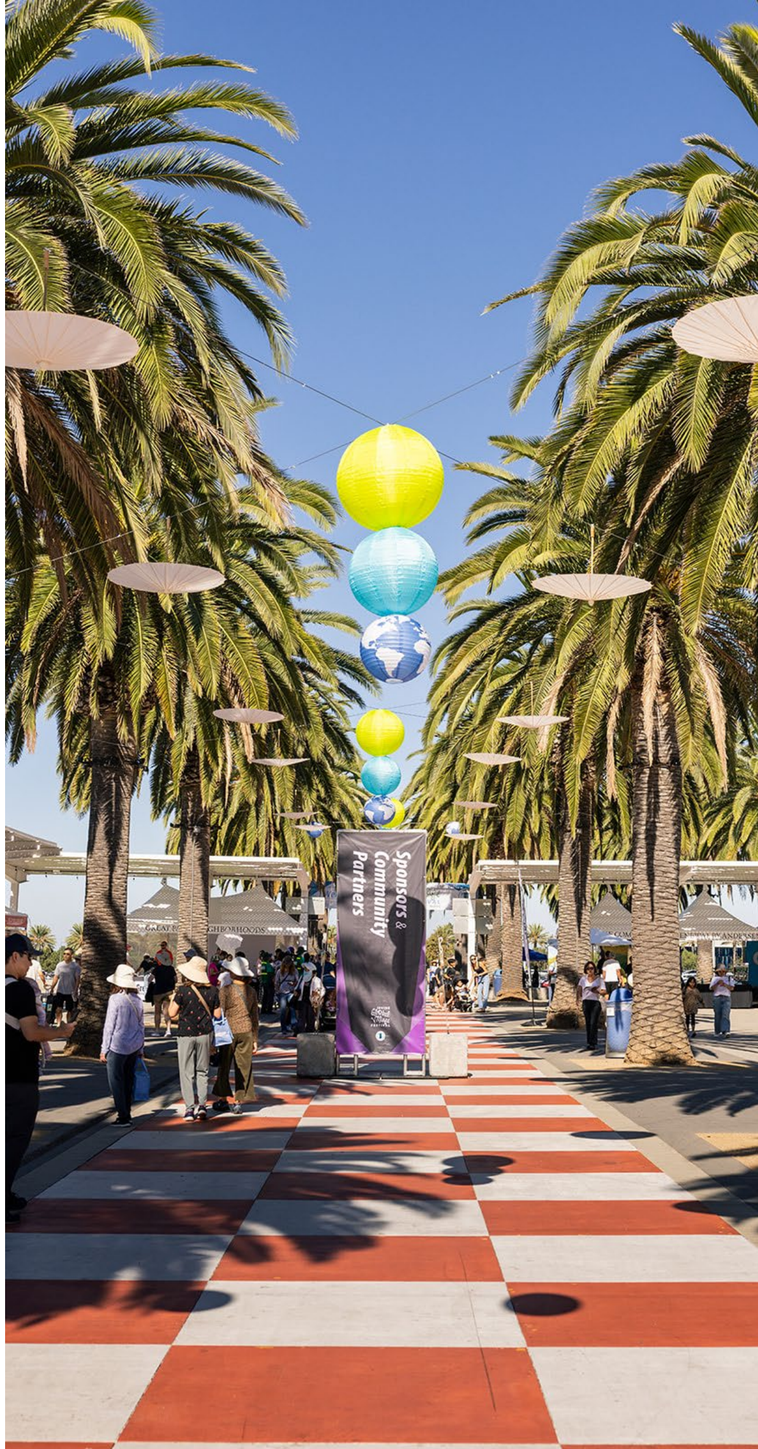
Power Supply Cost Assumptions: Cost Components

OCPA's power supply costs include energy, renewable resources, carbon-free attributes, Resource Adequacy, and CAISO-related costs required to serve customers reliably and meet state requirements. SCE continues to manage transmission, distribution, billing, and grid infrastructure, while OCPA procures electric generation and related power supply products for its customers.

Key cost drivers include market prices, weather, customer load, Resource Adequacy requirements, renewable compliance obligations, and state procurement mandates. OCPA manages these pressures through long-term contracts, forward purchases, portfolio diversification, disciplined procurement planning, and ongoing portfolio risk management, as further discussed on the following page.

Power Supply Cost Components:

- Energy and Renewable Resources: Includes system energy, renewable energy, carbon-free attributes, and CAISO-related costs. These costs are estimated at $181 million, or approximately 79% of total power supply costs.
- Resource Adequacy (RA): A state-mandated reliability requirement that ensures sufficient generating capacity is available to serve customer demand during peak and stressed grid conditions. RA costs are estimated at $47 million, or approximately 21% of total power supply costs.



Power Supply Cost Assumptions: Market Drivers and Cost Management

The FY2026/27 power supply forecast reflects updated market-based assumptions for system energy, renewable energy, and Resource Adequacy. While market conditions have improved from recent peak levels, OCPA continues to use disciplined procurement planning and portfolio risk management because system energy, renewable energy, and Resource Adequacy markets remain subject to volatility.

Key Market Assumptions:

- System Energy: CAISO forward energy prices have continued to decline and are approximately 23% lower than one year ago, reflecting stable natural gas prices and an improved supply outlook.
- Renewable Energy: PCC1 renewable energy prices have declined significantly from prior peak levels. The budget reflects updated market-based renewable energy assumptions while recognizing that renewable compliance costs and CPUC Market Price Benchmark outcomes remain subject to market and regulatory uncertainty.
- Resource Adequacy: RA pricing has generally stabilized as incremental procurement and new supply have helped ease near-term capacity constraints. However, RA remains a state-mandated reliability requirement and a major power supply cost component.
- Cost Management Strategy: OCPA's FY2026/27 forecast reflects multiple cost-management actions, including portfolio planning, forward procurement, renewable energy prepayment savings, and ongoing risk management. These efforts support budget predictability, state compliance, customer affordability, and long-term financial sustainability.

Power Supply Cost Assumptions: Renewable Energy Prepayment Savings

Major Power Supply Cost Savings Achievement: Renewable Energy Prepayment Transaction

- OCPA closed its first renewable energy prepayment transaction on March 19, 2026.
- The transaction totaled approximately $929.4 million through CCCFA, was rated Aa2 by Moody’s, and received a Green Bonds designation.
- The transaction is expected to reduce energy costs for the covered renewable energy supply by approximately 12.45%, generating approximately $25.3 million in energy cost savings over the initial five-year term.
- These savings support rate stability, customer affordability, and OCPA’s long-term financial sustainability.

Budget and Customer Impact

- This transaction helps convert financial innovation into practical customer value by reducing power supply cost pressure.
- Available net prepayment savings will help support the Board-approved Green Discount Program, allowing OCPA to provide targeted bill relief without relying on unrestricted reserves or increasing net operating costs for the program.
- The Green Discount Program provides an approximate 1% discount below SCE’s equivalent residential generation rates for eligible non-NEM residential customers who select the Green Discount option. CARE, FERA, and other income-qualified households will be prioritized as administratively feasible.
- The program is designed to maintain overall revenue stability and long-term financial sustainability.

Operating Expenses Highlights: Data Management & SCE Service Fees

Non-power supply operating expenses remain a small portion of OCPA's overall budget. The FY2026/27 Budget emphasizes disciplined cost management, lean staffing, customer-facing services, regulatory compliance, and investments that support affordability, operational stability, and long-term financial resilience.

OCPA's Data Management and SCE Service Fees support the customer data, billing, and service infrastructure required to operate a CCA serving approximately 188,000 customer accounts.

Data Management & SCE Service Fees

- Data Management Services: Provided by Calpine, these services include billing data validation, bill coordination with SCE, call center operations, customer enrollment database management, move-in/move-out services, and data reporting.
- SCE Services: SCE provides meter reading, data processing, and customer billing-related services as required under the utility billing and service framework. These fees reflect services needed to support customer billing and data exchange.

$ in thousands **Period Ending June 30**	**FY2026/27 Budget**	**% of rev**
Data Management Fee	$2,607	
SCE Service Fee	$250	
Total Data Management & SCE Service Fees	**$2,857**	**1.1%**

CCA Comparison: Based on a comparison of 3CE, MCE, CPA, SDCP, and SVCE, total data management and SCE service fees range from approximately 0.9% to 1.6% of revenue. OCPA's projected cost of 1.1% of revenue is within the peer CCA range and equates to approximately $1.27 per customer per month.

3CE: Central Coast Community Energy; MCE: Marin Clean Energy; CPA: Clean Power Alliance; SDCP: San Diego Community Power; SVCE: Silicon Valley Clean Energy

Operating Expenses Highlights: Staffing Costs and FTE Discipline

Staffing costs include salaries, payroll taxes, employee benefits, and Board member stipends. The FY2026/27 budget includes assumptions for cost-of-living adjustments, approved position recruitment, full-year impacts of existing staff, budgeted merit adjustments, and employee benefit changes.

Proposed Staffing: The FY2026/27 budget maintains the total number of full-time equivalent positions at 29 FTEs, with no proposed increase in total FTEs. The budget also includes 2 intern positions to support operational workload and professional development opportunities.

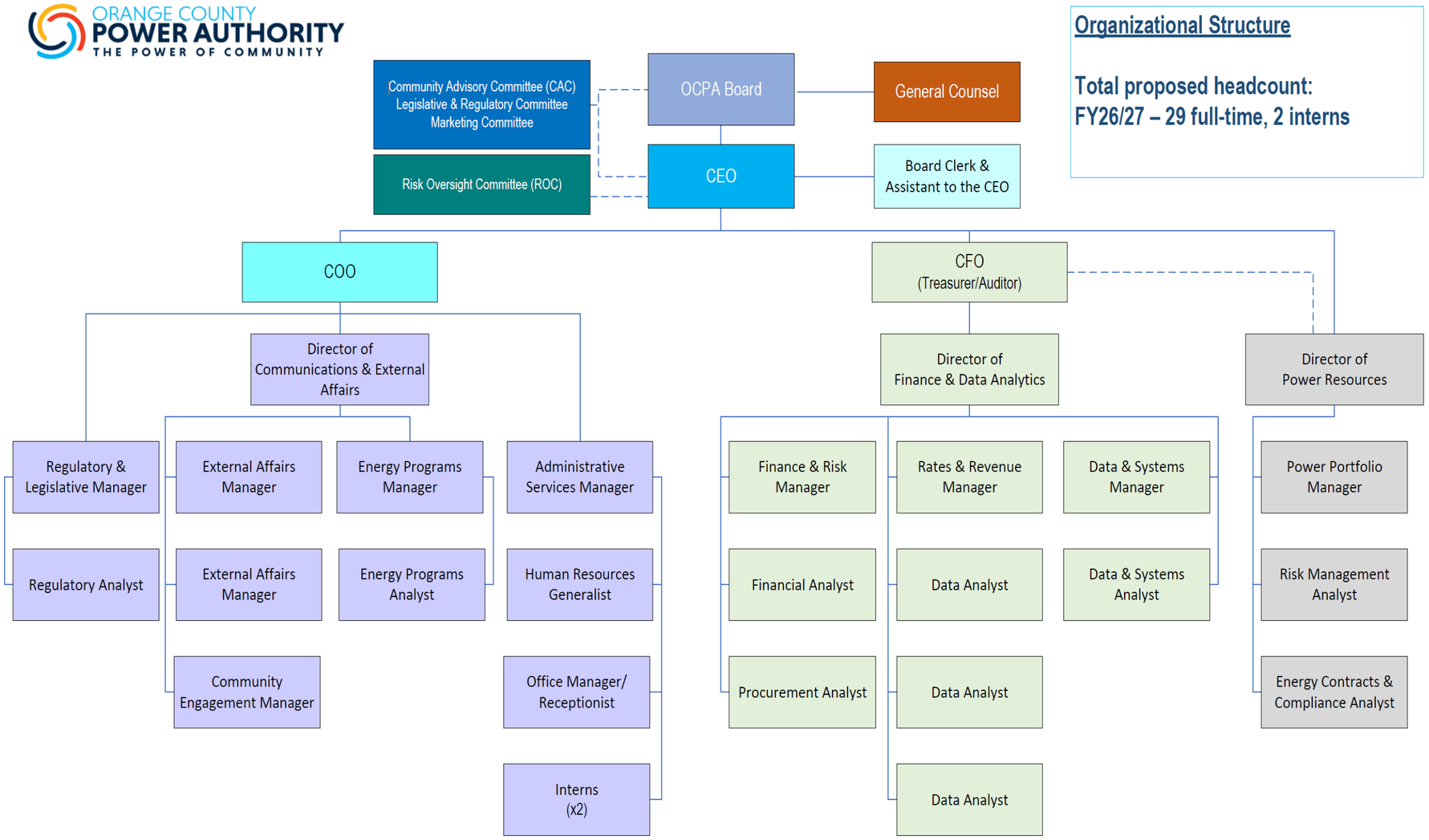
Key Staffing Assumptions:

- No net increase in authorized FTEs: Total full-time positions remain at 29 for FY2026/27.
- Approved position recruitment: Budget assumptions include filling approved or vacant positions as needed to support core finance, data, power resources, communications and outreach, customer programs, regulatory and legislative, and administrative functions.
- Compensation planning: The budget includes cost-of-living adjustment (COLA) and merit assumptions consistent with OCPA's compensation policies, labor market conditions, and actual performance evaluations.
- Lean staffing model: OCPA serves approximately 188,000 customer accounts with 29 FTEs, equal to approximately 6,500 customer accounts per FTE.
- Budget refinement: Staffing projections will be reviewed and refined during the FY2026/27 Mid-Year Budget Update based on actual hiring, vacancies, benefit elections, and expenditures.

Key Notes:

OCPA is maintaining a lean staffing model with no increase in authorized full-time positions. Staffing assumptions are designed to preserve essential operational capacity, support regulatory compliance, manage power supply and financial risk, and avoid higher costs that could result from turnover, vacancies, or overreliance on outside support.

FY2026/27 Budget Assumption – Proposed Organizational Chart



Organizational Structure

Total proposed headcount:
FY26/27 – 29 full-time, 2 interns

To Be Hired in FY27/28

Operating Expenses Highlights: Group Health Plan Enhancement

Staff proposes adjusting OCPA's employer contribution for baseline employer-covered medical and vision plan options from 95% to 100%, effective July 2026, for employees and dependents enrolled in those plans. This is an incremental adjustment to OCPA's existing benefits structure, not a new benefit program, and is intended to support retention, recruitment competitiveness, and organizational stability in a specialized energy-sector labor market.

Market Alignment, Retention, and Cost Control

- Incremental adjustment: OCPA currently provides 95% employer-paid medical and vision coverage. The proposal closes the remaining 5% employee cost-share for OCPA's baseline employer-covered plan options and aligns more closely with peer CCA practices.
- Relevant labor market comparison: While 100% employer-paid coverage may be less common in the broader private sector, OCPA competes for specialized energy, regulatory, rates, finance, data, and compliance talent with CCAs, utilities, public agencies, and energy-sector organizations. For this reason, CCA and energy-sector benchmarks provide the most relevant comparison for recruitment and retention purposes.
- Peer CCA alignment: Mercer's CCA compensation survey found OCPA's overall group health benefits were below the CCA median, with its dental ranked 7th out of 7 CCAs before the Board-approved dental enhancement in July 2024.
- Not an outlier: Based on the benchmarking reviewed, the proposal is consistent with benefit practices used by comparable CCAs and moves OCPA closer to prevailing CCA market practices rather than above market.
- Total compensation context: Benefit comparisons should be considered within total compensation. OCPA does not offer certain benefits commonly available in other public-sector settings, such as CalPERS pension participation, retiree medical benefits, bargaining agreements, or other employer-funded compensation features. The proposed enhancement helps support competitiveness within OCPA's actual labor market without increasing authorized FTEs.
- Retention and continuity: OCPA's workforce is small and specialized; retaining experienced staff helps reduce recruiting costs, knowledge loss, and reliance on external consultants.

Key Notes:

The proposed group health plan enhancement is a targeted market-alignment measure.

The proposal does not increase authorized FTEs, does not create a new benefit program, and represents an estimated incremental FY2026/27 budget impact of approximately $31,000, or about 0.01% of revenue and 0.4% of total staffing costs. Employees would continue to pay any incremental cost for higher-cost plan elections, preserving the cost-control structure.

Operating Expenses Highlights: Cost-of-Living Adjustments and Staffing Costs

OCPA proposes to continue providing a Cost-of-Living Adjustment (COLA) for full-time employees, effective January 1, 2027, to help offset inflationary pressures and maintain competitive salary ranges. The adjustment will be based on the April 2026 Consumer Price Index (CPI) for the Los Angeles-Long Beach-Anaheim area, which is 3.7%. If approved, OCPA's budgetary salary pay ranges will be updated to reflect the COLA.

COLA eligibility will be prorated based on hire date. Full-time employees hired before December 1, 2026, would receive the adjustment on a prorated basis. Employees hired on or after January 1, 2027, would not receive a COLA in this cycle.

$ in thousands **Period Ending June 30**	**FY2026/27 Budget**	**% of total**	**% of rev**
Salaries	$5,708	79.1%	
Benefits	$1,141	15.8%	
COLA	$174	2.4%	
Board Stipends	$119	1.6%	
Payroll Taxes	$76	1.1%	
Total Staffing Costs	**$7,218**	**100%**	**2.8%**
Total FTEs	29		
Estimated Customer Accounts per FTE	6,500		

OCPA maintains 29 FTEs with no increase in authorized full-time positions. Total staffing costs represent 2.8% of revenue, within the peer CCA range of 1.8% to 5.3%, and support a lean staffing model serving approximately 188,000 customer accounts, or about 6,500 accounts per FTE.

Operating Expenses Highlights: Professional Contract Services

OCPA uses specialized external expertise to support essential functions that require technical, regulatory, financial, and energy market knowledge. This approach allows OCPA to maintain a lean staffing model while accessing expertise that may be specialized, time-sensitive, or periodic in nature. Professional contract services support the following areas:

- Energy Procurement and Portfolio Management: Supports power supply portfolio management, new member feasibility studies, scheduling coordination, Congestion Revenue Rights (CRR) purchases and sales, and California Independent System Operator (CAISO) settlements and reporting.
- Financial, Technology, and Other Professional Services: Includes accounting, annual financial audit, credit facility evaluation, rate strategy and cost-of-service study, SCE Energy Resource Recovery Account (ERRA) special assessment, information technology support, cybersecurity services, human resources, and banking services.

$ in thousands **Period Ending June 30**	**FY2026/27 Budget**	**% of rev**
Power Supply Portfolio Management and Related	$638	
Accounting, Auditing, and Banking	$375	
Scheduling Coordination and Related	$287	
Rate Strategies and Assessments	$287	
IT, HR, Cybersecurity, and Other Support	$204	
Total Professional Contract Services	**$1,791**	**0.7%**

Key Notes:

These services allow OCPA to access specialized, time-sensitive expertise without adding permanent staff for functions that may be technical, periodic, or project-specific.

Professional contract services total approximately $1.8 million, or 0.7% of revenue, supporting specialized energy, financial, technology, regulatory, and compliance functions while allowing OCPA to maintain a lean staffing model.

Based on peer CCA budget comparisons, professional contract services range from approximately 0.3% to 3.0% of revenue. OCPA's projected professional contract services cost of 0.7% of revenue is within this peer range.

Operating Expenses Highlights: Legal, Compliance & Legislative Advocacy Support Services

OCPA uses legal and specialized advocacy support to protect the agency's operations, ensure compliance, support governance, and represent customer interests in regulatory and legislative matters. These services include general and special counsel, power procurement contract review and negotiation, regulatory proceedings, employment and labor matters, governance support, risk and liability management, clerk support, and legislative advocacy.

In FY2026/27, OCPA plans to add Sacramento-based legislative advocacy support to strengthen engagement with the California Legislature and state agencies. This support will help OCPA monitor legislation, provide timely policy insight, and advocate on issues that directly affect customer affordability, rate competitiveness, local energy choice, the Power Charge Indifference Adjustment (PCIA), Resource Adequacy, procurement mandates, and clean energy policy.

$ in thousands **Period Ending June 30**	**FY2026/27 Budget**	**% of rev**
General Counsel	$309	
Regulatory & Legislative	$116	
Clerk Support	$109	
Power Procurement Transactional & Negotiation	$105	
Labor Related	$102	
Sacramento Legislative Advocacy Support	$50	
Total Legal, Compliance & Legislative Advocacy Support Services	**$791**	**0.3%**
Additional In-House Legal FTEs	None	

Based on peer CCA budget comparisons, total legal and advocacy support costs range from approximately 0.1% to 0.4% of revenue. OCPA's projected cost of 0.3% of revenue is within the peer range, with no additional in-house legal FTEs.

Operating Expenses Highlights: Communications & Outreach

OCPA's Communications and Outreach budget supports required customer notifications, public education, program awareness, community engagement, and transparent communication with customers and member communities. These activities help ensure residents and businesses understand OCPA's rates, customer choices, clean energy programs, and role as a locally governed public agency.

For FY2026/27, the budget funds mandatory customer notices, including Joint Rate Comparisons, direct mailers, website and translation support, customer surveys, community outreach, and targeted communications for the Fountain Valley launch. The budget also supports outreach for customer programs, community events, sponsorships, and partnerships that help OCPA provide practical information about available services and benefits.

$ in thousands **Period Ending June 30**	**FY2026/27 Budget**	**% of rev**
Customer Communications, Education, Consulting, and Public Outreach	$920	
Required Notices, Direct Mailers, and Postage	$315	
Sponsorships and Community Memberships	$165	
Translation, Website Enhancement, and Annual Survey	$143	
Customer Materials, Design, and Miscellaneous Outreach Support	$49	
Total Communications & Outreach	**$1,592**	**0.6%**

Based on peer CCA budget comparisons, communications and outreach costs range from approximately 0.2% to 0.6% of revenue. OCPA's projected cost of 0.6% of revenue is within the peer range. Communications and Outreach supports required customer notices, rate transparency, multilingual access, program education, community engagement, and Fountain Valley launch preparation.

Operating Expenses Highlights: General & Administrative Expenses

General and Administrative expenses support OCPA's core public agency operations, financial controls, risk management, technology systems, office operations, and industry participation. These costs include office rent and lease amortization, utilities, insurance, bank and commitment fees, IT equipment and software, office maintenance, subscriptions, supplies, and ordinary business expenses.

G&A expenses also include targeted staff training, professional development, industry engagement, and membership dues for the California Community Choice Association (CalCCA) and the California Community Choice Financing Authority (CCCFA). These memberships support regulatory advocacy, legislative engagement, and financing structures that help OCPA manage long-term power supply costs, strengthen policy representation, and protect customer interests.

$ in thousands **Period Ending June 30**	**FY2026/27 Budget**	**% of rev**
CalCCA and CCCFA Membership Dues	$453	
Office Rental and Lease Amortization	$227	
Bank and Commitment Fees	$180	
IT Equipment and Software	$152	
Business Insurance	$140	
Office Maintenance, Improvements, Supplies, and Utilities	$114	
Staff Training, Industry Engagement, and Business Travel	$175	
Board, Public Meeting, and Business Meal Support	$40	
Other Ordinary Business Expenses	$47	
Total General & Administrative Expenses	**$1,528**	**0.6%**

- CalCCA supports CCA advocacy before the California Legislature and regulatory agencies on issues affecting customer affordability, PCIA, Resource Adequacy, and procurement requirements.
- CCCFA supports prepayment financing structures designed to lower long-term power supply costs for participating CCAs.
- G&A expenses total approximately $1.5 million, or 0.6% of revenue, supporting core operations, financial controls, risk management, IT systems, industry advocacy, and green prepayment bond administration. OCPA's projected G&A cost remains within the peer CCA range of 0.4% to 1.6% of revenue.

Operating Expenses Highlights: Customer Programs, Targeted Bill Relief, and Incentives

OCPA is committed to reinvesting in the community through customer programs that support affordability, energy efficiency, clean energy access, and measurable local benefits. These programs are designed to respond to the needs of households, renters, small businesses, multifamily communities, and cost-sensitive customers.

Building on priorities identified through OCPA's Community Power Plan (CPP) process, FY2026/27 programs will focus on practical customer benefits, including targeted bill relief, energy efficiency improvements, customer education, workforce development, and community grants.

Green Discount Program: Provides targeted bill relief for eligible non-NEM residential customers who select the Green Discount option, with an approximate 1% discount below SCE's equivalent residential generation rates. Program participation will be supported by available net prepayment savings, with CARE, FERA, and other income-qualified households prioritized as administratively feasible.

$ in thousands **Period Ending June 30**	**FY2026/27 Budget**	**% of rev**
Green Discount Program, Targeted Bill Relief	$1,000	
Energy Efficiency Programs:		
Renter	$545	
Residential	$263	
Multifamily Housing	$235	
Small Business	$45	
OC Bright Futures Grant	$100	
OCPA Marketplace, Incentive Finder, and Build Smart Trailer	$16	
Total Customer Programs	**$2,204**	**0.8%**

Based on peer CCA budget comparisons, customer program costs range from approximately 1.1% to 3.6% of revenue. OCPA's projected customer program budget of 0.8% of revenue remains below this peer range while funding targeted affordability, energy efficiency, and community benefit programs.

Operating Expenses Highlights: State, Federal, and Utility-Funded Programs

OCPA participates in several state-, federal-, and utility-funded programs that support under-resourced communities and provide customer energy benefits. The FY2026/27 budgeted program income fully offsets eligible program costs, resulting in no net budget impact to OCPA.

Equitable Building Decarbonization Direct Install (EBD-DI): A California Energy Commission statewide initiative supporting all-electric appliances, energy efficiency measures, and weatherization upgrades for low-income households in under-resourced communities. OCPA's role includes outreach, participant handoffs, follow-up surveys, and program reporting.

OCPA Clean Energy Access (CEA) Program: OCPA's locally branded Disadvantaged Community Green Tariff (DAC-GT) Program is a CPUC-approved program designed to provide eligible low-income residential customers in disadvantaged communities with clean energy benefits. Participants would receive 100% solar energy and an additional 20% bill discount. When combined with CARE or FERA discounts, qualified customers could save more than 50% on their monthly electric bill.

SoCal REN Program: The Southern California Regional Energy Network, a service of the County of Los Angeles, helps public agencies, households, multifamily properties, and small businesses access energy efficiency opportunities that reduce energy use and lower costs.

FY2026/27 Budget	Income ($ in thousands)	Costs ($ in thousands)	Net Impact ($ in thousands)
EBD-DI Program	$89	($89)	$0
CEA Program	$291	($291)	$0
SoCal REN Program	$105	($105)	$0
Total	**$485**	**($485)**	**$0**

All three programs are externally funded and fully reimbursable, allowing OCPA to deliver targeted benefits to under-resourced communities without increasing net operating costs.

Non-Operating Expenses Highlights: Debt Service

Debt service includes interest costs on OCPA's loan from the City of Irvine, which is scheduled to be fully paid off by January 2027, as well as imputed interest related to OCPA's office lease. Lease-related interest is calculated in accordance with Governmental Accounting Standards Board (GASB) Statement No. 87, which requires lease obligations to be recognized over the lease term.

$ in thousands **Period Ending June 30**	**FY2026/27 Budget**	**% of rev**
Interest Costs, City of Irvine Loan, Scheduled Payoff January 2027	$107	
Interest Costs, OCPA Office Lease	$43	
Total Debt Service	**$150**	0.1%

CCA Comparison: Based on peer CCA budget comparisons, debt service costs range from approximately 0.1% to 0.4% of revenue. OCPA's projected debt service cost of 0.1% of revenue is at the low end of the peer range, and the City of Irvine loan is scheduled to be fully paid off by January 2027.

5-Year OCPA Financial Proforma FY2026/27 to 2031/32

($ in thousands) Period Ending Jun 30	Reforecast FY2025/26	% of Rev	Budget FY2026/27	% of Rev	Projection FY2027/28	% of Rev	Projection FY2028/29	% of Rev	Projection FY2029/30	% of Rev	Projection FY2030/31	% of Rev	Projection FY2031/32	% of Rev
REVENUE AND OTHER SOURCES														
Revenue - Electricity Base	241,675	87.2%	254,504	97.7%	265,722	97.3%	264,161	97.3%	267,441	97.3%	263,251	97.1%	269,742	97.2%
Revenue - Smart Choice Premium	7,306	2.6%	6,233	2.4%	4,881	1.8%	4,878	1.8%	4,960	1.8%	5,041	1.9%	5,129	1.8%
Revenue - 100% Renewable Premium	259	0.1%	2,412	0.9%	5,360	2.0%	5,438	2.0%	5,525	2.0%	5,609	2.1%	5,701	2.1%
Less: Uncollectible Accounts	(3,739)	(1.5%)	(3,947)	(1.5%)	(4,139)	(1.5%)	(4,117)	(1.5%)	(4,169)	(1.5%)	(4,109)	(1.5%)	(4,209)	(1.5%)
Revenue deferral	30,000		0		0		0		0		0		0	
Net Revenue - Electricity	275,500	99.4%	259,201	99.5%	271,824	99.6%	270,359	99.6%	273,757	99.6%	269,792	99.6%	276,363	99.6%
Investment and Miscellaneous Income	1,592	0.6%	1,200	0.5%	1,200	0.4%	1,200	0.4%	1,200	0.4%	1,200	0.4%	1,200	0.4%
Total Net Revenue and Other Sources	277,093	100.0%	260,401	100.0%	273,024	100.0%	271,559	100.0%	274,957	100.0%	270,992	100.0%	277,563	100.0%
EXPENDITURES AND OTHER USES														
CURRENT EXPENDITURES														
Cost of Energy	262,837	94.9%	228,169	87.6%	226,023	82.8%	229,737	84.6%	235,578	85.7%	244,074	90.1%	251,237	90.5%
Data Manager	2,220	0.8%	2,607	1.0%	2,849	1.0%	2,949	1.1%	3,052	1.1%	3,159	1.2%	3,270	1.2%
Utilities Service Fees	270	0.1%	250	0.1%	260	0.1%	267	0.1%	275	0.1%	284	0.1%	292	0.1%
Staffing Costs	5,295	1.9%	7,218	2.8%	8,102	3.0%	8,516	3.1%	8,942	3.3%	9,389	3.5%	9,858	3.6%
Contract Services	1,446	0.5%	1,791	0.7%	1,845	0.7%	1,724	0.6%	1,754	0.6%	1,784	0.7%	1,815	0.7%
Legal Services	663	0.2%	791	0.3%	828	0.3%	866	0.3%	866	0.3%	866	0.3%	866	0.3%
Communications and Outreach	1,397	0.5%	1,592	0.6%	1,688	0.6%	1,769	0.7%	1,855	0.7%	1,945	0.7%	2,039	0.7%
Other G&A	1,272	0.5%	1,528	0.6%	1,477	0.5%	1,510	0.6%	1,538	0.6%	1,569	0.6%	1,601	0.6%
Energy Programs	976	0.4%	2,204	0.8%	1,204	0.4%	1,204	0.4%	1,204	0.4%	1,204	0.4%	1,204	0.4%
	276,376	99.7%	246,149	94.5%	244,277	89.5%	248,543	91.5%	255,064	92.8%	264,273	97.5%	272,183	98.1%
NON-OPERATING EXPENDITURES														
Interest costs - nonoperating	311	0.1%	150	0.1%	35	0.0%	26	0.0%	16	0.0%	5	0.0%	5	0.0%
Total Expenditures and Other Uses	276,688	99.9%	246,299	94.6%	244,311	89.5%	248,569	91.5%	255,079	92.8%	264,278	97.5%	272,188	98.1%
Net Income Surplus/(Deficit)	**405**	0.1%	**14,102**	5.4%	**28,712**	10.5%	**22,991**	8.5%	**19,877**	7.2%	**6,714**	2.5%	**5,375**	1.9%
Reserve Balance:														
Carryover balance	45,014	16.2%	45,420	17.4%	59,521	21.8%	88,234	32.5%	111,224	40.5%	131,102	48.4%	137,816	49.7%
Net Income Surplus/(Deficit)	405	0.1%	14,102	5.4%	28,712	10.5%	22,991	8.5%	19,877	7.2%	6,714	2.5%	5,375	1.9%
Ending balance	45,420		59,521		88,234		111,224		131,102		137,816		143,191	
% of operating expenses	16%		24%		36%		45%		51%		52%		53%	

OCPA Operating Reserves

OCPA maintains operating reserves to absorb key financial and operating risks, including:

CHANGES IN MEMBER PARTICIPATION

Possibility of incurring significant financial risks

IOU RATES

Utility generation rate and PCIA volatility

POWER SUPPLY JOLTS

Power market volatility and Resource Adequacy cost pressure

CUSTOMER PAYMENTS

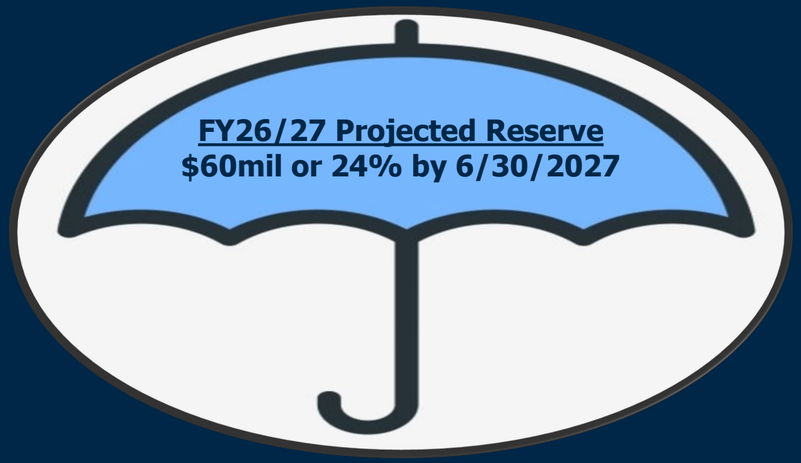
Customer payment risk during economic downturns

REG & LEG ISSUES

Regulatory and legislative uncertainty

RATE AFFORDABILITY

Energy price increases may impact usage, electrification, and customer retention



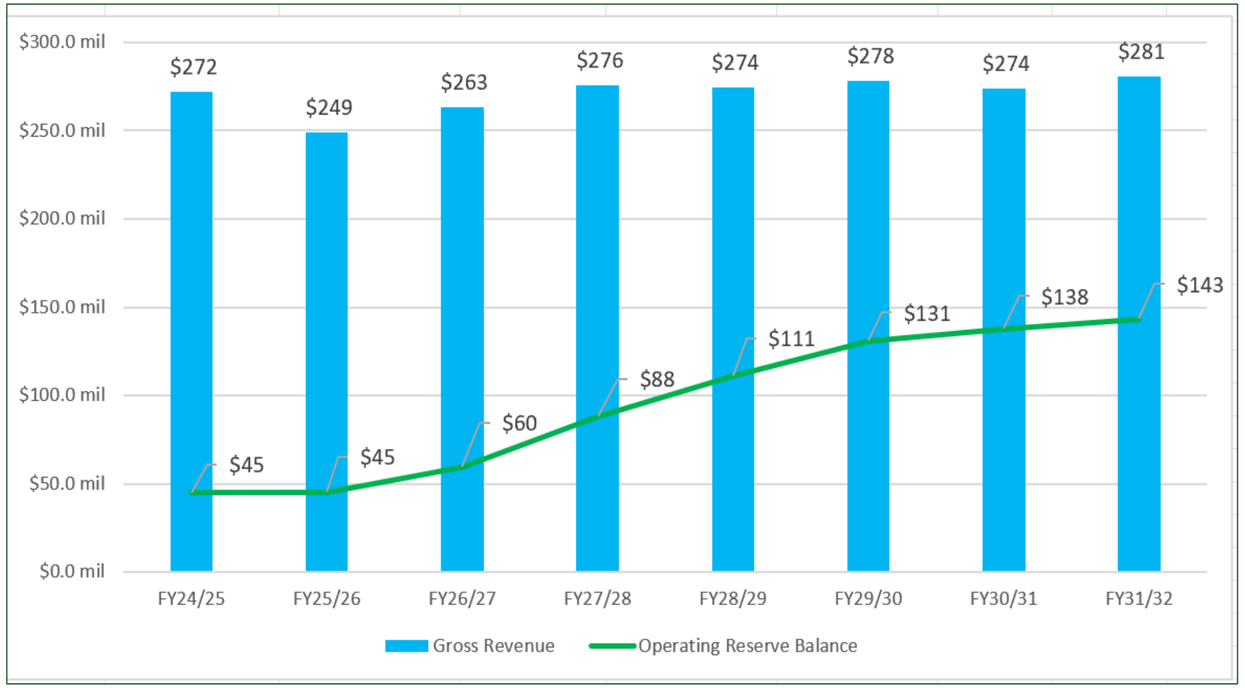
ORANGE COUNTY POWER AUTHORITY

5-Year Financial Outlook and Reserve Rebuilding Plan

OCPA's five-year financial outlook shows a disciplined reserve rebuilding path while maintaining stable operations and supporting customer affordability. The reserve strategy is designed to strengthen OCPA's ability to manage external risks, maintain liquidity, support power procurement, and prepare for future credit rating evaluation.

OCPA is projected to reach approximately $76 million in reserves, or 30% of total operating expenses, by December 31, 2027, and approximately $125 million in reserves, or approximately 49% of total operating expenses, by December 31, 2029. This reserve rebuilding path supports long-term financial sustainability, customer affordability, credit rating readiness, and cost-effective power procurement.

Projected Revenue Stability and Reserve Growth



Key Notes:

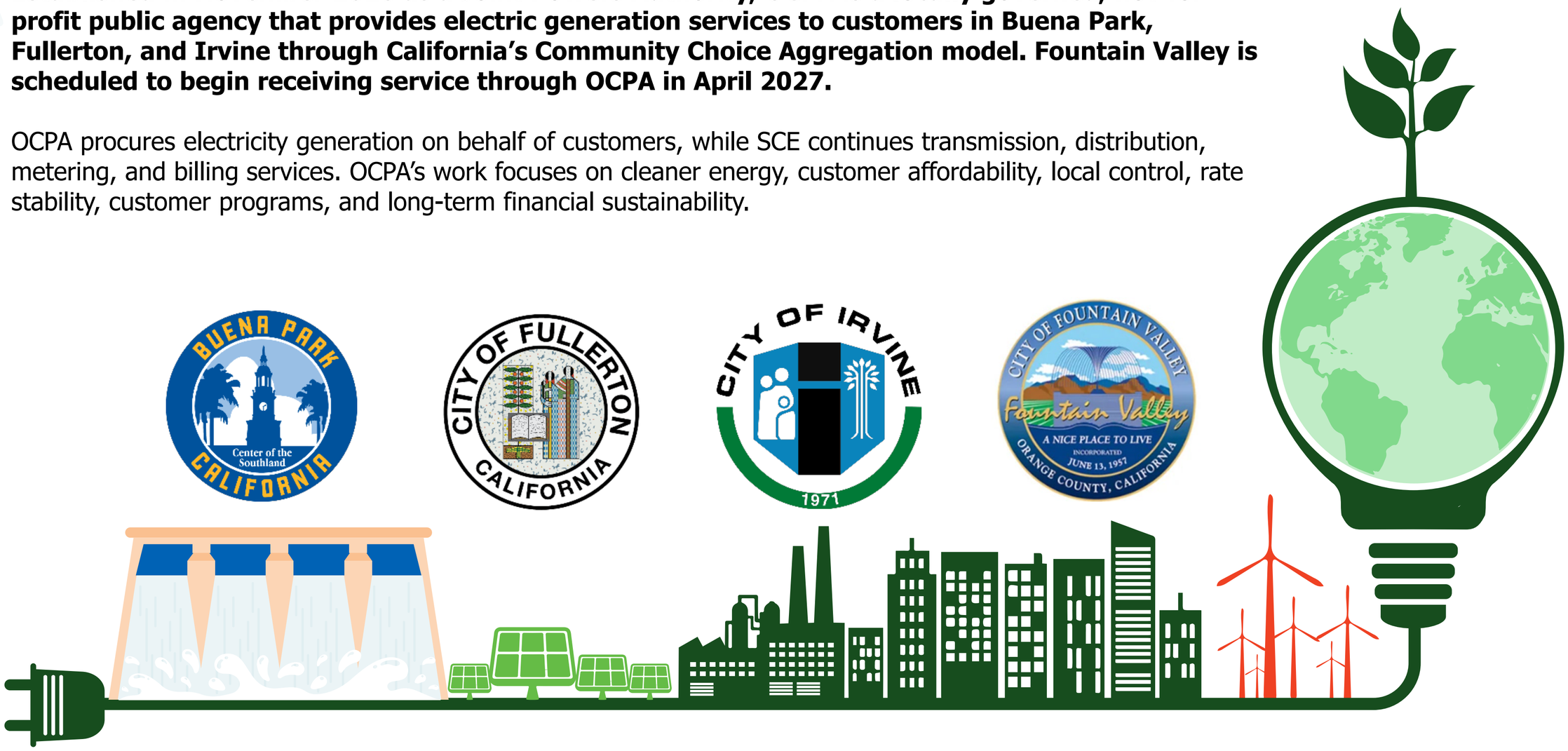
OCPA is projected to meet the Board's minimum reserve target by December 31, 2027, and approach the upper end of the reserve target range by December 31, 2029. This supports financial resilience, customer affordability, credit rating readiness, and cost-effective power procurement.

ORANGE COUNTY POWER AUTHORITY

About OCPA

Established in November 2020 as a Joint Powers Authority, OCPA is a locally governed, not-for-profit public agency that provides electric generation services to customers in Buena Park, Fullerton, and Irvine through California's Community Choice Aggregation model. Fountain Valley is scheduled to begin receiving service through OCPA in April 2027.

OCPA procures electricity generation on behalf of customers, while SCE continues transmission, distribution, metering, and billing services. OCPA's work focuses on cleaner energy, customer affordability, local control, rate stability, customer programs, and long-term financial sustainability.



2026 OCPA Board

Susan Sonne
Chair

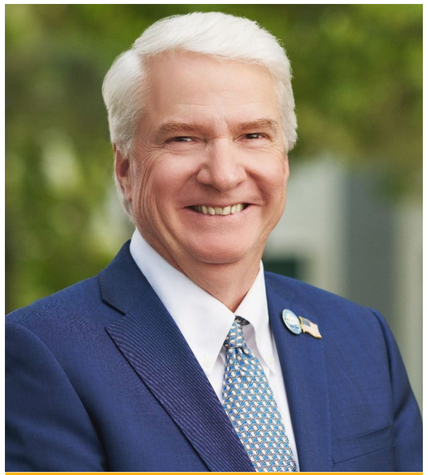
Councilmember
City of Buena Park

James Mai
Vice Chair

Vice Mayor
City of Irvine

Fred Jung
Director

Mayor
City of Fullerton



Glenn Grandis
Director

Councilmember
City of Fountain Valley

Kathleen Treseder
Director

Councilmember
City of Irvine

Alternates Board Members:

Lamiya Hoque
Vice Mayor
City of Buena Park

William Go
Councilmember
City of Irvine

Shanna Charles
Councilmember
City of Fullerton

Ted Bui
Councilmember
City of Fountain Valley

Betty Martinez Franco
Councilmember
City of Irvine

MINUTES OF THE
CITY COUNCIL/ SUCCESSOR AGENCY TO THE FOUNTAIN VALLEY AGENCY FOR COMMUNITY DEVELOPMENT/ FOUNTAIN VALLEY HOUSING AUTHORITY

Closed Session 4:00 p.m.
Regular Meeting 6:00 p.m.
Tuesday, June 2, 2026
Council Chambers

CLOSED SESSION

CALL TO ORDER 4:01 p.m.

PUBLIC COMMENTS (Closed Session matters only)

1. **CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION**
   (Paragraph (1) of subdivision (d) of Section 54956.9)
   Name of case: Miller v. City of Fountain Valley (Claim No. CJP-3055716)

   No reportable action

2. **CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION**
   (Paragraph (1) of subdivision (d) of Section 54956.9)
   Name of case: City of Fountain Valley v. Omni Metal Furnishing, Inc.

   No reportable action

3. **CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION**
   Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Section 54956.9: (1 potential case)

   No reportable action

4. **CONFERENCE WITH LEGAL COUNSEL—EXISTING LITIGATION**
   (Paragraph (1) of subdivision (d) of Section 54956.9)
   Name of case: City of Fountain Valley v. Oshkosh Corp., et al USDC Case No. 8:26-cv-01246

   No reportable action

OPEN SESSION

CALL TO ORDER 6:21 p.m.

INVOCATION Pastor Chuck McIlhenny

SALUTE TO THE FLAG Council Member Glenn Grandis

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

City Manager and Mayor Cunneen provided their update.

PRESENTATIONS

- Advisory Committee for Persons with Disabilities - Fountain Valley School District Special Recognition Awards

  Kayla Gulino presented awards to the recipients from the Fountain Valley School District.

- Masuda Middle School Student Presentation

  The students from Masuda Middle School gave their presentation.

FIRST CITY COUNCIL/ SUCCESSOR AGENCY/ HOUSING AUTHORITY/ PUBLIC COMMENTS

(Unscheduled Matters Only)

Vicki Johnson, Mike Rough, Bob Kuisel, David Martinez (Zoom)

CONSENT CALENDAR

1. Receive and File the Draft Minutes of the May 19, 2026 Regular City Council Meeting

ACTION: Move to Receive and File the Draft Minutes of the May 19, 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 5/7/2026 to 5/20/2026

ACTION: Move to Approve the City of Fountain Valley Register of Demands for the period of 5/7/2026 to 5/20/2026

MOTION: Constantine SECOND: Grandis

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

3. Receive and File the Strategic Plan Update for March, 2026 through October, 2026

ACTION: Move to Receive and File the Strategic Plan Update for March, 2026 through October, 2026

MOTION: Constantine SECOND: Grandis

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

4. Item Pulled by Council Member Grandis

Approval of a professional services contract with AP Triton, LLC for a Fire Department Community Risk Assessment, Standards of Cover, and Strategic Plan in a not-to-exceed amount of $94,721, and an appropriation of $90,000 in the Fire Department Fire Supp

ACTION: Move to Approve a professional services contract with AP Triton, LLC for a Fire Department Community Risk Assessment, Standards of Cover, and Strategic Plan in a not-to-exceed amount of $94,721, and an appropriation of $90,000 in the Fire Department Fire Suppression

MOTION: Grandis SECOND: Constantine

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

5. Item pulled by Vice Mayor Harper

Annual Military Equipment Report Per California Assembly Bill 481

Public Comment: Dan Stewart

ACTION: Move to approve the Annual Military Equipment Report Per California Assembly Bill 481

MOTION: Harper SECOND: Constantine

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

6. A Resolution Adopting the FY 2026/27 GANN Appropriations Limit

ACTION: Move to approve A Resolution Adopting the FY 2026/27 GANN Appropriations Limit

MOTION: Constantine SECOND: Grandis

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

7. Item Pulled by Mayor Cunneen

1) Approve a Resolution to accept a donation from the Fountain Valley Woman's Club in the amount of $8,884.89 for the purchase of one Public Safety Unmanned Aircraft System (UAS) from Advexure; (2) Amend the Capital Replacement Schedule to include the UAS

Public Comment: Dan Stewart

ACTION: Move to approve a Resolution to accept a donation from the Fountain Valley Woman's Club in the amount of $8,884.89 for the purchase of one Public Safety Unmanned Aircraft System (UAS) from Advexure; (2) Amend the Capital Replacement Schedule to include the UAS

MOTION: Constantine SECOND: Cunneen

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

PUBLIC HEARINGS

8. Appeal of the Planning Commission's Denial of Precise Plan No. 577 and Conditional Use Permit No. 1929 and the Planning Commission's Recommendation that the City Council Deny General Plan Amendment No. 23-01 and Zoning Map Amendment No. 436

Public Hearing Opened: 7:53 p.m.

Karl, Richard Stewman, Minoo Salimi, Tim Oboyle, Anna Katsuki, Mark Mitchell, Dan Stewart, Larry Hadley, Cheryl Brothers, Robert Franklin, Linda Congleton, Serafin Maranan, Perry Clitheroe, Katy Wright, Pilar Mizell, Jason Caruso, Rick Caruso, Laura Hadley,

Public hearing Closed: 9:05 p.m.

ACTION: Move to Approve the Denial of Precise Plan No. 577 and Conditional Use Permit No. 1929 and the Planning Commission's Recommendation that the City Council Deny General Plan Amendment No. 23-01 and Zoning Map Amendment No. 436

MOTION: Grandis SECOND: Cunneen

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

9. Conduct a Public Protest Hearing Regarding a Five-Year Residential Solid Waste Rate Adjustment Schedule, Based on Increased County Disposal Fees Under the WISE Agreement

Public Hearing Opened: 10:18 p.m.

Katy Wright

The City received a total of 7 protest letters

Public hearing Closed: 10: 22 p.m.

ACTION: Move to Adopt an Ordinance of The City Council of the City of Fountain Valley Revising Fountain Valley Municipal Code Section 2.04.200 Regarding the Selection of Mayor and Mayor Pro Tempore

MOTION: Harper SECOND: Bui

AYES: Bui, Constantine, Grandis, Harper, Cunneen
NOES: None
ABSENT: None

ABSTAIN: None

ADMINISTRATIVE ITEMS

10. Amendment and Repeal of Municipal Code Provisions to Ensure Compliance with the California Fair Chance Act

ACTION: Move to Approve an Amendment and Repeal of Municipal Code Provisions to Ensure Compliance with the California Fair Chance Act

MOTION: Constantine SECOND: Cunneen

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

11. Accept the bids and award a construction contract to ONYX Paving Company Inc. for the Residential Roadway Rehabilitation Project (City Quadrant B4), Project No. 26002, in the amount not-to-exceed $2,317,000.

ACTION: Move to Accept the bids and award a construction contract to ONYX Paving Company Inc. for the Residential Roadway Rehabilitation Project (City Quadrant B4), Project No. 26002, in the amount not-to-exceed $2,317,000.

MOTION: Constantine SECOND: Grandis

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

12. Approval of the FY 2026/27 Statement of Investment Policy

ACTION: Move to Approve the FY 2026/27 Statement of Investment Policy

MOTION: Constantine SECOND: Grandis

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

13. Authorization to Issue a Purchase Order to Stryker Sales, LLC for Five (5) LIFEPAK 35 Monitors-Defibrillators with a contingency, Five (5) Years of Warranty/Service Coverage, and

Required Accessory Equipment in the Amount of $318,500

ACTION: Move to Authorize a Purchase Order to Stryker Sales, LLC for Five (5) LIFEPAK 35 Monitors-Defibrillators with a contingency, Five (5) Years of Warranty/Service Coverage, and Required Accessory Equipment in the Amount of $318,500

MOTION: Constantine SECOND: Grandis

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

APPOINTMENTS

Appointments to the Civic Center Ad-Hoc Committee

Appointments were made by each Council Member, excluding Mayor Cunneen. The following appointments were as follows:

Council Member Constantine – Prem Balani

Vice Mayor Harper – Kristin Azcona

Council Member Glenn Grandis – Ben Nielsen

Council Member Bui – Angela Hui

COUNCIL MEMBER ITEMS FOR FUTURE CONSIDERATION

Council Member Constantine requested that the City Council consider a festival on the 4th of July with fireworks. There was no second.

Council Member Constantine requested that Items for Future Consideration be placed towards the beginning of the agenda. Second by Council Member Bui

Council Member Grandis requested a walking trail on the Edison Easement near Warner Ave. There was no second as it may be addressed in the Parks Master Plan.

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

None

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

Mayor Cunneen

May 20 Attended the Mayors Breakfast

May 21	Attended the Zoom meeting with the Japanese Consulate, Vice Consul Anzu Maekawa and City Staff regarding the Sister City Initiative and then a tour of the Orange County Sanitation District
May 25	Attended the Annual Memorial Day Flag Raising Ceremony
May 28	Attended the SARFPA Executive Committee meeting
May	Attended the
May	Attended the
May	Attended the

Vice Mayor Harper

May 20	Attended the PCTA Meeting
May 21	Attended the Mobile Source Air Pollution Reduction Committee meeting
May 26	Attended the OCTA Board meeting
May 27	Attended the OCCOG Annual Conference
June 1	Attended the OCTA regional Transportation Planning Committee meeting

Council Member Grandis

May 20	Attended the FVSD Golf Tournament
May 21	Attended the Community Foundation board meeting
May 25	Attended the Memorial Day Ceremony
May 26	Attended the Civic Center Ad-Hoc Committee interviews
May 27	Attended the Boys and Girls Club Gift Giving Party
May 28	Attended the OCPA Budget meeting
June 1	Attended the OCPA Marketing and Communications Committee meeting

Council Member Constantine

May 20 Flew from Las Vegas, Nevada back to Orange Count, California as my few days representing Fountain Valley at this year's ICSC (Innovating Cities Serving Communities) Conference had ended. Later, I watched the Mayor's Breakfast via the City's Facebook page. The guest speakers were Viet Nguyen, Founder, CEO, and Executive Chef of KEI Concepts and Crystal Vila, Clinical Dietician Supervisor with MemorialCare.

May 21 As the Fountain Valley City Trustee to the Orange County Mosquito and Vector Control Board, participated in the monthly Board Meeting at the Orange County Mosquito and Vector Control District in Garden Grove. Later, as the City of Fountain Valley representative on the Fountain Valley Community Foundation Board, I participated in the monthly Grants, Board, and Volunteer Meeting at Founders Village Senior and Community Center.

May 23 Near mid-day, visited the emergency shelters in Fountain Valley for the GKN Aerospace hazmat emergency happening in Garden Grove over this Memorial Day weekend. The shelters are hosted by the Red Cross and are at Freedom Hall in Mile Square Park and Los Amigos High School.

May 24 Both in the morning and late afternoon, visited the Freedom Hall, Mile Square Park and Los Amigos emergency shelters in Fountain Valley due to the ongoing hazmat emergency caused by GKN Aerospace in Garden Grove. The Red Cross continues to host them.

May 25 First thing in the morning, stopped in at the emergency shelter for hazmat displaced from their homes at Freedom Hall in Mile Square Park, then participated in the annual City of Fountain Valley and West Orange County Veterans of Foreign Wars (VFW) Post and Auxiliary 9557 Memorial Day Flag Raising Ceremony at Veterans Park. Afterwards, I stopped in at the emergency shelter for those displaced from their homes due to the hazmat emergency situation in Garden Grove by visiting the shelter at Los Amigos High School hosted by the Red Cross. In the evening, I again stopped in at the emergency shelter at Freedom Hall in Mile Square Park.

May 26 Visited the 2 emergency sheets in Fountain Valley at Los Amigos High School and Freedom Hall in Mile Square Park. The Red Cross continues to host them due to the ongoing emergency hazmat situation at GKN Aerospace in Garden Grove. In the afternoon, stopped in to the sober living. Group home hearing for a home on Winthrop Circle. That and the prior that I wasn't in attendance for, was presided on and permitted by Lisa Mott's-Patrick. In the evening, I joined my fellow City Council Members at City Hall in interviewing a total of 8 fellow residents. Five were in-person and 3 on Zoom for an Ad Hoc Committee for our Civic Center. Three members of the public sat in on the interviews.

May 28 Mayor Cunneen needed to be in another meeting, so I, as our City's alternate on the Orange County Public Library LAB Board (Library Advisory Board) at the Orange County Public Library Headquarters in Santa Ana.

May 30 Stopped in the at the Friends of the Fountain Valley Library 25 Cent Book Sale at the Fountain Valley Library. Always lots of happy customers.

May 31 Stopped in at the Pizza Dz Grand Opening event at that restaurant. It has been sold. Later, attended the Fountain Valley Historical Society Annual General Meeting / Election at Heritage Park in which I voted on their slate of Board officers. Big congratulations to Dann Gibb, the new President!

Council Member Bui

No Report

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

Mayor Cunneen adjourned the meeting at 11:39 p.m.pm to the next Meeting of the Fountain Valley City Council on June 16, 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: June 16, 2026

SUBJECT: City of Fountain Valley Register of Demands for the period of 5/21/2026 to 6/3/2026

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 5/21/2026 and 6/3/2026 for a total of $1,340,070.39.

ATTORNEY REVIEW

The Attorney for the City reviewed this staff report and concurs 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 5/21/2026 and 6/3/2026 for a total of $1,340,070.39.

Prepared by: Ryan Smith, Finance Director

Reviewed by: Colin Burns, City Attorney

Approved by: Maggie Le, City Manager

Attachment 1: Register of Demands 5/21/2026 to 6/3/2026.

City Of Fountain Valley
Register of Demands
5/21/2026 - 6/3/2026

Department

Check Date	Vendor	Description	Doc #	Check/ACH #	Amount
10000000 NON-DEPARTMENTAL					
05/21/26	U.S. BANK CORPORATE	CITY P-CARDS APR 2026 - 4246 0445 5574 3131	50138	6067	47,350.22
05/21/26	MUNICIPAL DENTAL HMO	MAY 2026 DELTA DENTAL	50074	6057	1,594.22
05/21/26	AFLAC	MAY'26 AFLAC ACCT HH049	50113	2318925	4,559.18
05/21/26	MUNICIPAL DENTAL POO	JUN 2026 DELTA DENTAL PPO	50214	2318958	13,030.83
05/21/26	MUNICIPAL DENTAL HMO	JUN 2026 DELTA DENTAL HMO	50215	6058	1,594.22
05/28/26	STANDARD INSURANCE C	MAY 2026 - VISION ACTIVE	50229	2319011	3,263.56
05/28/26	STANDARD INSURANCE C	MAY 2026 - VISION COBRA	50231	2319012	110.24
05/27/26	FOUNTAIN VALLEY POLI	PR PPE260522 - DED 8002	50284	6076	2,530.00
05/27/26	FOUNTAIN VALLEY CRED	PR PPE260522 - DED 9500	50285	6074	31,924.60
05/27/26	FOUNTAIN VALLEY FIRE	PR PPE260522 - DED 8000	50286	6075	3,028.19
05/28/26	EMPOWER/BENEFITS COR	PR PPE260522 - DED 7031,7032,7033,7036, 8500-	50287	6073	79,892.25
05/28/26	CALIFORNIA STATE DIS	PR PPE260522 - DED 6004, 6005, 6007, 6015	50288	6070	1,346.65
05/28/26	FRANCHISE TAX BOARD	ACCT# 20084Y320241 - 5/28/26	50289	2318995	185.45
05/27/26	MISSION SQUARE RET P	PLAN #803216 - PR PPE260522 - DED 2013, 2015	50290	6081	3,121.20
05/27/26	MISSION SQUARE RET P	PLAN #800389 - PR PPE260522 - DED 2011, 2012	50291	6082	1,789.84
05/27/26	MISSION SQUARE RET P	PLAN #800414 - PR PPE260522 - DED 2014	50292	6083	226.75
05/27/26	MISSION SQUARE RET P	PLAN #108536 - PR PPE260522 - DED 2018	50293	6084	576.90
05/27/26	U.S. BANK N.A.	PR PPE260522 - DED 7029, 7030	50294	6086	2,504.97
05/27/26	FVPOA PAC	PR PPE260522 - DED 8005	50295	6077	465.00
05/28/26	INTERNAL REVENUE SER	PR PPE260522 - DED 1100, 3000	50296	6071	185,911.79
05/28/26	EMPLOYMENT DEVELOPME	PR PPE260522 - DED 4000	50297	6072	62,417.68
05/27/26	PORAC RETIREE MEDIC	PR PPE260522 - DED 2017	50298	6085	3,184.58
05/27/26	INTERNATIONAL BRO	PR PPE260522 - DED 8003	50299	6078	475.00
05/27/26	INTERNATIONAL BRO	PR PPE260522 - DED 8004	50300	6079	500.00
05/27/26	INTERNATIONAL BRO	PR PPE260522 - DED 8001	50301	6080	775.00
		TOTAL NON-DEPARTMENTAL			**452,358.32**
10000010 NON-DEPARTMENTAL					
05/21/26	MUNICIPAL DENTAL HMO	MAY 2026 DELTA DENTAL	50074	6057	394.28
05/21/26	MUNICIPAL DENTAL POO	JUN 2026 DELTA DENTAL PPO	50214	2318958	11,785.52
05/21/26	MUNICIPAL DENTAL HMO	JUN 2026 DELTA DENTAL HMO	50215	6058	394.28
		TOTAL NON-DEPARTMENTAL			**12,574.08**
10010100 CITY COUNCIL					
05/28/26	CUNNEEN, JAMES	2026 SCAG CONFERENCE LODGING, MILEAGE	50261	6092	918.47
05/28/26	HARPER, PATRICK	2026 SCAG CONFERENCE LODGING, MILEAGE	50262	6097	520.16
		TOTAL CITY COUNCIL			**1,438.63**
10010102 LEGAL SERVICES					
05/28/26	HARPER AND BURNS, LL	APR 2026 - CITY LEGAL SERVICES	50146	6096	42,735.70

	TOTAL LEGAL SERVICES				**42,735.70**
10010103 OFFICE OF CITY MANAGER					
05/28/26	SISTER CITIES INTERN	SISTER CITY ANNUAL MEMBERSHIP	49505	6102	810.00
05/28/26	ORANGE COUNTY BUSIN	OC BUSINESS COUNCIL ANNUAL DUES	50263	6100	5,000.00
05/28/26	LE-NGUYEN, MAGGIE	SCAG ANNUAL CONFERENCE LODGING, MEALS	50260	6099	537.50
	TOTAL OFFICE OF CITY MANAGER				**6,347.50**
10020200 HUMAN RESOURCES					
05/21/26	CONCENTRA MEDICAL CE	05/04/2026 HR OCCUPATIONAL MEDICAL	50094	2318941	471.10
05/21/26	CONCENTRA MEDICAL CE	05/06 - 05/07/26 HR OCCUPATIONAL MEDICAL	50096	2318942	63.75
05/21/26	STERLING HEALTH SERV	APR 2026 FSA ADMIN FEES	50120	6063	105.00
05/21/26	BREELER, DAMON	TUITION REIMBURSEMENT (ORG 430)	50121	6039	900.00
	TOTAL HUMAN RESOURCES				**1,539.85**
10030300 PLANNING					
05/21/26	STRADLING YOCCA CARL	LEGAL SERVICES-PLANNING-AFFORDABLE	50150	2318975	1,265.00
05/21/26	AT&T MOBILITY	4/27-5/26/26 CELL PHONES/IPADS	49832	2318928	45.72
05/28/26	KLING CONSULTING GRO	APRIL 2026 SOILS RVW CONSULTING SVCS 23-	50264	2318997	900.00
05/28/26	KLING CONSULTING GRO	APRIL 2026 SOILS RVW CONSULTING SVCS 24-	50265	2318997	1,200.00
05/28/26	KLING CONSULTING GRO	APRIL 2026 SOILS RVW CONSULTING SVCS 26-	50266	2318997	850.00
05/28/26	KLING CONSULTING GRO	APRIL 2026 SOILS RVW CONSULTING SVCS 26-	50267	2318997	850.00
05/21/26	STRADLING YOCCA CARL	LEGAL SERVICES-PLANNING-AFFORDABLE	50154	2318975	5,830.00
05/21/26	MICHAEL BAKER INTERN	4/7-5/3/26 PROFESSIONAL CONTRACT PLANNER	50075	6055	6,272.00
05/21/26	RINCON CONSULTANTS	ENVIRONMENTAL SVCS FOR 8550 WARNER AVE	50198	6059	964.00
	TOTAL PLANNING				**18,176.72**
10030301 BUILDING & SAFETY					
05/28/26	VCA CODE	MARCH 2026 BUILDING PLAN RVW AND	48898	6106	6,952.50
05/28/26	TRUE NORTH COMPLIANC	MARCH 2026 BUILDING PLAN RVW AND	48918	6105	10,067.50
05/28/26	TRUE NORTH COMPLIANC	MAR 2026 BUILDING PLAN RVW AND STAFFING	48919	6105	2,890.00
05/28/26	VCA CODE	APRIL 2026 BUILDING PLAN RVW AND STAFFING	49951	6106	9,213.75
05/28/26	TRUE NORTH COMPLIANC	MAY 2026 BUILDING PLAN RVW AND STAFFING	50092	6105	17,377.50
05/28/26	TRUE NORTH COMPLIANC	APRIL 2026 BUILDING PLAN RVW AND STAFFING	50093	6105	2,244.00
05/28/26	AMAZON	CLIPBOARD-DOGGETT	50105	6087	21.74
	TOTAL BUILDING & SAFETY				**48,766.99**
10030305 ECONOMIC DEVELOPMENT					
05/21/26	COSTAR REALTY INFORM	5/1-5/31/26 REAL ESTATE SEARCH SERVICES	49831	2318943	432.91
05/28/26	DADABHOY, OMAR	ICS CONFERENCE 5/17-5/20/26	50307	6093	158.13
	TOTAL ECONOMIC DEVELOPMENT				**591.04**
10040400 FINANCE					
05/21/26	SECTRAN SECURITY INC	APR 2026 ARMORED SERVICES	50149	6061	366.99
05/21/26	RAMS, LLP	FY 2025/26 AUDIT SERVICES THRU APR 2026	50095	2318961	11,100.00
05/21/26	SECTRAN SECURITY INC	MAY 2026 ARMORED SERVICES	50153	6061	372.49
	TOTAL FINANCE				**11,839.48**
10040401 PURCHASING					
05/21/26	AMAZON	202601 OFFICE SUPPLIES: LOCK BAGS, NAME	50007	6038	172.56
	TOTAL PURCHASING				**172.56**
10050500 ENGINEERING					

05/28/26	HOSSEIN	PREP RFP TS MAINTENANCE SERVICES 75%	50305	6098	2,625.00
		TOTAL ENGINEERING			**2,625.00**
10050501 TRAFFIC ENGINEERING					
05/21/26	AMAZON	MAY 2026 - PW ENG OFFICE SUPPLIES	50028	6038	83.94
		TOTAL TRAFFIC ENGINEERING			**83.94**
10050502 CONTSRUCTION INSP					
06/03/26	TRAN YEN	REFUND 21002 - PUBLIC IMPROVEMENT	37413	2319020	1,509.00
06/03/26	DONG, ANDREW	REFUND INV #22899 PUBLIC IMPROVEMENT	39710	2319018	1,433.55
06/03/26	AN NGUYEN	REFUND INV #23404 - PUBLIC IMPROVEMENT	39719	2319017	1,433.55
05/21/26	AMAZON	MAY 2026 - PW ENG OFFICE SUPPLIES	50199	6038	30.44
		TOTAL CONTSRUCTION INSP			**4,406.54**
10050503 STREET LIGHTING					
05/21/26	YUNEX, LLC	APR 2026 - T.S. MAINTENANCE	50223	6069	3,235.24
05/21/26	YUNEX, LLC	APR 2026 - T.S. CALL OUTS	50224	6069	2,068.59
06/03/26	SO CALIF EDISON CO	3/26-4/26/26 - TS ELECTRICITY	50226	2319019	6,217.00
		TOTAL STREET LIGHTING			**11,520.83**
10050550 RIGHTS-OF-WAY					
05/21/26	SAKIOKA WHOLESALE NU	PLANT REPLACEMENT-WARD ST.	49658	2318968	327.75
		TOTAL RIGHTS-OF-WAY			**327.75**
10050551 TREE MAINTENANCE					
05/21/26	GREAT SCOTT TREE SER	2026 E-5 TREE MAINTENANCE SERVICES	50181	6046	1,519.60
05/21/26	GREAT SCOTT TREE SER	2026 FICUS TREE MAINTENANCE SERVICES	50062	6046	6,129.60
05/21/26	GREAT SCOTT TREE SER	2026 SENIOR CENTER TREE MAINTENANCE	50182	6046	4,584.12
05/21/26	GREAT SCOTT TREE SER	2026 CROWN REDUCTION EXTRA WORK	50055	6046	2,073.72
05/21/26	GREAT SCOTT TREE SER	2026 HARPER PARK TREE MAINTENANCE	50059	6046	9,770.08
05/21/26	GREAT SCOTT TREE SER	2026 NATURE TRAIL TREE MAINTENANCE	50061	6046	3,419.10
05/21/26	GREAT SCOTT TREE SER	2026 MEXICAN PALM TREE MAINTENANCE	50058	6046	1,730.01
05/21/26	GREAT SCOTT TREE SER	2026 FIRE STATION #2 EXTRA WORK	50056	6046	2,063.41
05/21/26	GREAT SCOTT TREE SER	2026 COURREGES PARK TREE MAINTENANCE	50057	6046	2,707.54
05/21/26	GREAT SCOTT TREE SER	2026 COURREGES PARK TREE MAINTENANCE	50060	6046	3,408.24
05/21/26	GREAT SCOTT TREE SER	2026 REMOVALS AT SENIOR CENTER TREE	50183	6046	1,276.31
		TOTAL TREE MAINTENANCE			**38,681.73**
10050552 PARK MAINTENANCE					
05/21/26	CINTAS CORPORATION 6	4-23-26 UNIFORMS	50136	2318938	25.11
05/21/26	BEE BUSTERS, INC.	BEES AT COLONY PARK'S IRRIGATION BOX	50143	2318932	195.00
05/21/26	CINTAS CORPORATION 6	4-30-26 UNIFORMS	50137	2318938	25.11
05/21/26	HERITAGE LANDSCAPE	SPRINKLERS, PVC FITTINGS FOR PARKS	50069	2318954	1,912.01
05/21/26	ALAN'S LAWNMOWER & G	SPARK PLUGS REPLACEMENT FOR TRIMMER	50070	2318926	293.62
05/21/26	CINTAS CORPORATION 6	5-7-2026 UNIFORMS	50139	2318938	25.11
05/21/26	CINTAS CORPORATION 6	5-14-26 UNIFORMS	50140	2318938	25.11
05/28/26	SO CALIF EDISON CO	04/22/26 to 05/20/26 MCDOWELL PARK (OAK ST)	50272	2319007	15.00
		TOTAL PARK MAINTENANCE			**2,516.07**
10050553 CONCRETE MAINTENANCE					
05/21/26	S C SIGNS SUPPLIES	OVERHEAD STREET NAME SIGN	50141	2318967	1,939.50
05/28/26	AMAZON	PREMASK TRANSFER TAPE	50247	6087	66.33

		TOTAL CONCRETE MAINTENANCE			**2,005.83**
10050554 PAVEMENT MAINTENANCE					
05/21/26	CINTAS CORPORATION 6	4-23-26 UNIFORMS	50136	2318938	40.44
05/21/26	S C SIGNS SUPPLIES	K-MARKER EPOXY	49827	2318967	1,118.45
05/21/26	HANSON AGGREGATES, L	CLASS ii BASE-WATER/STREETS	50072	2318953	830.47
05/21/26	VULCAN MATERIAL COMP	HOT MIX-WATER REPAIR	49834	2318982	511.70
05/21/26	CINTAS CORPORATION 6	4-30-26 UNIFORMS	50137	2318938	40.44
05/28/26	RED WING BUSINESS AD	SAFETY BOOTS-E.S.	50242	2319004	265.00
05/21/26	HANSON AGGREGATES, L	BASE-STREETS/WATER	50142	2318953	863.70
05/21/26	CINTAS CORPORATION 6	5-7-2026 UNIFORMS	50139	2318938	170.04
05/21/26	S C SIGNS SUPPLIES	STREET SIGN BLANKS	50144	2318967	310.32
05/21/26	CINTAS CORPORATION 6	5-14-26 UNIFORMS	50140	2318938	134.48
		TOTAL PAVEMENT MAINTENANCE			**4,285.04**
10050555 STORM DRAIN MAINT					
05/21/26	CINTAS CORPORATION 6	4-23-26 UNIFORMS	50136	2318938	13.81
05/21/26	CINTAS CORPORATION 6	4-30-26 UNIFORMS	50137	2318938	13.81
05/21/26	SO CALIF GAS CO	4/3/26-5/4/526 WALNUT PUMP STATION	50118	2318972	37.06
05/21/26	SO CALIF GAS CO	4/6/26-5/5/26 SANDALWOOD PUMP STATION	50108	2318972	18.25
05/21/26	CINTAS CORPORATION 6	5-7-2026 UNIFORMS	50139	2318938	13.81
05/21/26	FUSCOE ENGINEERING	APR 2026 - MS4 AUDIT PREPARATION	50197	6044	44.81
05/21/26	CINTAS CORPORATION 6	5-14-26 UNIFORMS	50140	2318938	13.81
05/21/26	WILLDAN ENGINEERING	THRU 5/01/26 - WQMP HYDRO REVIEWS 16300	50117	2318983	774.00
05/28/26	SO CALIF EDISON CO	4/20/26 to 05/18/26 SANDLEWOOD PUMP	50274	2319009	541.70
		TOTAL STORM DRAIN MAINT			**1,471.06**
10050558 RECREATION CENTER					
05/21/26	MERCHANTS LANDSCAPE	3/2026 SPORTS PARK LANDSCAPE MAINT	49853	6054	42,618.77
05/21/26	MERCHANTS LANDSCAPE	2/2026 FERTIGATION SPORTS PARK	49854	6054	1,162.33
05/21/26	HERITAGE LANDSCAPE	TOOLS FOR PLANTING-SPORTS PARK	50068	2318954	1,984.12
05/21/26	DEVIL MOUNTAIN WHOLE	SPORTS PARK PLANTING	50145	6041	1,087.50
		TOTAL RECREATION CENTER			**46,852.72**
10060600 FIRE SUPPRESSION					
05/28/26	PURETEC INDUSTRIAL W	DEIONIZED WATER SYSTEM STATION 1	50205	2319003	137.75
05/28/26	PURETEC INDUSTRIAL W	DEIONIZED WATER SYSTEM STATION 2	50206	2319003	137.75
05/28/26	AMAZON	IPHONE SCREEN PROTECTOR	50208	6087	10.32
05/28/26	METRO CITIES FIRE AU	ELECTRONIC DAILY STATUS REPORT (e-DSR)	50209	2319000	3,000.00
05/28/26	AMAZON	VINYL PAPER FOR VINYL PRINTER	50211	6087	17.38
05/28/26	AT&T MOBILITY	4.9.26-5.8.26 BACK UP CELLS/IPAD	50213	2318988	919.36
05/28/26	AMAZON	SAW BLADES	50228	6087	93.23
05/28/26	AT&T MOBILITY	4.9.26-5.8.26	50257	2318990	96.01
		TOTAL FIRE SUPPRESSION			**4,411.80**
10060602 AMBULANCE SERVICES					
05/28/26	BOUND TREE MEDICAL	FIRST AID/MEDICAL SUPPLIES	50202	6089	616.38
05/28/26	BOUND TREE MEDICAL	FIRST AID/MEDICAL SUPPLIES	50203	6089	290.69
05/28/26	BOUND TREE MEDICAL	FIRST AID/MEDICAL SUPPLIES	50204	6089	131.36
05/28/26	AT&T MOBILITY	4.9.26-5.8.26 AMBULANCE CELL PHONE	50254	2318989	45.48

	TOTAL AMBULANCE SERVICES			**1,083.91**
10060603 FIRE PREVENTION				
05/28/26 VCA CODE	4.1.26-4.30.26 FIRE PLAN CHECKS	50210	6106	2,546.50
05/28/26 GRM INFORMATION MANA	4.1.26-4.30.26 FIRE FILE STORAGE	50212	6095	9.31
05/28/26 AT&T MOBILITY	4.9.26-5.8.26	50257	2318990	96.01
	TOTAL FIRE PREVENTION			**2,651.82**
10060605 DISASTER PREPAREDNESS				
05/28/26 AT&T MOBILITY	4.9.26-5.8.26	50257	2318990	45.48
	TOTAL DISASTER PREPAREDNESS			**45.48**
10070700 PATROL				
05/21/26 AT&T MOBILITY	3/27/26-4/26/26 DEPARTMENT CELL PHONES	50086	2318929	3,574.88
	TOTAL PATROL			**3,574.88**
10070701 INVESTIGATION				
05/21/26 THOMSON REUTERS WEST	APRIL 2026 - PUBLIC RECORD SEARCHES	50133	2318977	655.00
05/21/26 DEPARTMENT OF JUSTIC	APRIL 2026 - LIVE SCANS	50124	2318947	130.00
	TOTAL INVESTIGATION			**785.00**
10070702 TRAFFIC				
05/21/26 ALL CITY MANAGEMENT	4/26/26-5/9/26 CROSSING GUARDS	50135	6037	11,333.36
	TOTAL TRAFFIC			**11,333.36**
10070703 CANINE				
05/21/26 COMMUNITY VETERINARY	BOARDING 5/9/26-5/10/26	50085	2318940	159.00
	TOTAL CANINE			**159.00**
10070705 L.E. COMMUNICATIONS				
05/21/26 COUNTY OF ORANGE	ARC ADAPTERS FOR MOTOR HELMETS (2)	50134	2318944	475.20
05/21/26 RUSS BASSETT CORP	DISPATCH DESK MOTOR	50081	2318966	657.38
	TOTAL L.E. COMMUNICATIONS			**1,132.58**
10070707 CRIME PREVENTION				
05/21/26 AMAZON	CRIME PREVENTION SUPPLIES	50083	6038	54.36
	TOTAL CRIME PREVENTION			**54.36**
10070708 RANGE				
05/21/26 AMAZON	CREDIT MEMO - BATTERY RETURN	50079	6038	(21.74)
05/21/26 AMAZON	CREDIT MEMO - BATTERY RETURN	50080	6038	(21.74)
05/21/26 CITY OF WESTMINSTER	RANGE USE - 3/5, 3/13, 3/17/26	50129	2318939	1,845.00
	TOTAL RANGE			**1,801.52**
10070800 ANIMAL CARE SVCS				
05/21/26 COUNTY OF ORANGE	1/1/26 - 3/31/26 ANIMAL CARE SERVICES	50131	2318944	150,017.68
	TOTAL ANIMAL CARE SVCS			**150,017.68**
10080801 ATHLETICS				
05/28/26 D&B UMPIRES	UMPIRE FEES FOR GAMES SCHEDULED 5/6/26-	50251	2318992	1,194.00
	TOTAL ATHLETICS			**1,194.00**
10080802 FIELD OPERATIONS				
05/28/26 SPORTS FACILITIES GR	BASE ANCHORS, CHALKERS,BAT BOX	50245	2319010	2,365.65
	TOTAL FIELD OPERATIONS			**2,365.65**
10080810 SENIOR & COMM CENTER				
05/21/26 AMAZON	OFFICE SUPPLIES	49506	6038	98.18

05/21/26	AMAZON	OFFICE SUPPLIES	49508	6038	18.77
05/21/26	AMAZON	SPECIAL EVENT SUPPLIES FOR VOLUNTEER	49509	6038	65.21
05/21/26	AMAZON	HDMI CABLE CHORD	49511	6038	13.04
05/21/26	VERIZON WIRELESS	April 2 - May 1, 2026 SC CELL	50196	2318981	85.03
05/21/26	ULINE	SLIP RESISTANT MATS	50166	2318978	313.27
05/21/26	AMAZON	SANITIZER	50167	6038	187.25
05/21/26	TIMELESS MELODIES	TIMELESS MELODIES SENIOR CENTER MAY	50190	6065	150.00
05/21/26	AMAZON	AMAZON OFFICE SUPPLIES SENIOR CENTER	50191	6038	76.72
05/21/26	AMAZON	AMAZON OFFICE SUPPLIES FOR SENIOR	50192	6038	27.18
05/21/26	AMAZON	REFUND FOR AMAZON WALL FILE	50193	6038	(16.27)
05/21/26	AMAZON	AMAZON OFFICE SUPPLIES SENIOR CENTER	50194	6038	70.56
05/21/26	LEI JES CATERING	VIVA LAS LUNCHEON SENIOR CENTER MAY	50189	6052	1,146.46
		TOTAL SENIOR & COMM CENTER			**2,235.40**
10080811 SENIOR TRANSPORTATION					
05/28/26	4IMPRINT, INC	HOP ON SENIOR EXPO MERCHANDISE MAY	50195	2318985	2,269.48
		TOTAL SENIOR TRANSPORTATION			**2,269.48**
10080820 CONTRACT CLASSES					
05/21/26	REC SVCS REFUND	FULL REFUND 423023-A2	50076	2318962	81.00
05/21/26	REC SVCS REFUND	FULL REFUND 432031-A2	50087	2318963	52.00
05/21/26	WARDECKI, CARRIE L.	INSTRUCTOR PAYMENT 101682	50090	6068	887.25
05/21/26	SOUTHWEST OFFSET PRI	FOUNTAIN PEN VENDOR FISCAL YEAR 2025-	50116	2318974	9,142.78
05/28/26	COM SVCS REFUND	REFUND ON INTEGRAL TAI CHI	50271	2318991	24.00
05/28/26	REFUND ONE-TIME	REFUND FOR TABLE TENNIS TOURNAMENT	50270	2319005	7.00
		TOTAL CONTRACT CLASSES			**10,194.03**
10093001 P&B PROJECTS (NON-RECURRING)					
05/28/26	THE PLANNING CENTER	APR 2026 GENERAL PLAN UPDATE OBJ DESIGN	50174	2319014	2,292.63
		TOTAL P&B PROJECTS (NON-			**2,292.63**
10098001 GENERAL FUND					
05/28/26	RHA LANDSCAPE	PARKS & COMMUNITY SERVICES MASTER PLAN	50268	2319006	35,700.00
		TOTAL GENERAL FUND			**35,700.00**
11000000 ISF INFORMATION PROCESSING					
06/03/26	DONG, ANDREW	REFUND INV #22899 PUBLIC IMPROVEMENT	39710	2319018	75.45
06/03/26	AN NGUYEN	REFUND INV #23404 - PUBLIC IMPROVEMENT	39719	2319017	75.45
05/21/26	IMPEX TECHNOLOGIES,	NUTANIX RENEWAL 5/26-5/27	49860	6049	45,439.66
		TOTAL ISF INFORMATION PROCESSING			**45,590.56**
11010050 ISF IS ADMIN CAPITAL					
05/28/26	LEXIPOL LLC	SINGLE SIGN ON 8/1/25 - 7/31/26	50276	2318998	1,040.00
05/28/26	LEXIPOL LLC	FIRE FOCUS IMPLEMENTATION 1/1/26-12/31/26	50275	2318998	4,487.85
05/21/26	CITYTECH SOLUTIONS,	CITYTECH TYLER MUNIS INTEGRATION 50%	50008	6040	4,650.00
05/21/26	ADVANCED OFFICE / IN	RICOH LEASED 24 - US BANK 4/15 - 5/15/26	49663	2318924	4,235.12
05/21/26	KNOWBE4, INC	KNOWBE4 RENEWAL 4/11/26-4/10/27	50188	6051	11,826.00
05/21/26	NMK CORPORATION	PALO ALTO PRISMA AND LOGGING	49837	2318959	34,963.87
05/21/26	IMPEX TECHNOLOGIES,	NUTANIX RENEWAL 5/26-5/27	49860	6049	4,130.88
05/21/26	CHARTER COMMUNICATIO	5/1 - 5/30/26 CH FIBER	50123	2318934	2,147.81
05/21/26	CHARTER COMMUNICATIO	5/1 - 5/31/26 PD CABLE TV	50125	2318935	111.97

05/21/26	CHARTER COMMUNICATIO	5/1 - 5/31/26 PD CABLE TV	50201	2318937	175.35
05/28/26	AT&T MOBILITY	4.9.26-5.8.26 BACK UP CELLS/IPAD	50213	2318988	2,322.09
		TOTAL ISF IS ADMIN CAPITAL			**70,090.94**
11110000 ISF GB CITY HALL					
05/21/26	SIGN DESIGN	ADA SIGNS-CITY HALL AND ADMIN	50064	2318970	169.65
05/21/26	SOUTH COAST AIR QUAL	7/2025-6/2026 AQMD-CITY HALL	50063	2318973	172.49
05/21/26	CINTAS CORPORATION 6	4-23-26 UNIFORMS	50136	2318938	13.83
05/21/26	VERIZON SELECT SERVI	3/31 - 4/29/26 LD SELECT	50132	2318980	12.55
05/21/26	CINTAS CORPORATION 6	4-30-26 UNIFORMS	50137	2318938	13.83
05/21/26	FRONTIER COMMUNICATI	5/1 - 5/30/26 METRONET	50128	2318950	536.48
05/21/26	SO CALIF GAS CO	4/3/26-5/4/26 CITY HALL	50110	2318972	628.69
05/21/26	CINTAS CORPORATION 6	5-7-2026 UNIFORMS	50139	2318938	13.83
05/21/26	CINTAS CORPORATION 6	5-14-26 UNIFORMS	50140	2318938	13.83
05/28/26	SMARDAN SUPPLY CO.	BACKFLOW REPAIR	50236	6103	231.40
05/28/26	GRAINGER, INC.	CLOGGED SINK REPAIR	50238	6094	87.43
05/21/26	COUNTY OF ORANGE	5/2026 CUPA COUNTY FEES	50185	2318945	41.75
		TOTAL ISF GB CITY HALL			**1,935.76**
11150000 ISF GB CITY YARD					
05/21/26	SOUTH COAST AIR QUAL	7/2025-6/2026 AQMD FEE-CITY YARD	50066	2318973	172.49
05/21/26	MARCOM COMMUNICATION	3/25/26-4/25/26 MONTHLY ELEVATOR CELL	50169	2318957	48.00
05/28/26	AMAZON	BULK SPOONS AND FORKS	50253	6087	49.19
05/21/26	SO CALIF GAS CO	4/6/26-5/5/26 CITY YARD	50107	2318972	29.68
05/28/26	AMTECH ELEVATOR SERV	5/2026 MONTHLY ELEVATOR SERVICES-CITY	50241	6088	175.00
		TOTAL ISF GB CITY YARD			**474.36**
11160001 ISF GB FS1					
05/21/26	SO CALIF GAS CO	4/3/26-5/4/26 FS#1	50111	2318972	290.37
05/28/26	AMAZON	ROLLER SHADE CLUTCH FOR ROLL EASE	50248	6087	15.21
		TOTAL ISF GB FS1			**305.58**
11160002 ISF GB FS2					
05/21/26	SO CALIF GAS CO	4/6/26-5/5/26 - FS#1	50106	2318972	97.41
05/28/26	SO CALIF EDISON CO	04/23/26 to 05/21/26 FIRE STATION NO. 2	50273	2319008	1,050.45
		TOTAL ISF GB FS2			**1,147.86**
11170000 ISF GB POLICE DEPARTMENT					
05/21/26	AT&T MOBILITY	3/27 - 4/26/26 PD MDC	50200	2318930	1,078.20
05/21/26	AR INDUSTRIES	SALLY DOOR REPAIR	50067	2318927	1,202.25
05/21/26	FRONTIER COMMUNICATI	4/28 - 5/27/26 CENTRA NET TO 911	50130	2318951	451.45
05/21/26	SO CALIF GAS CO	4/3/26-5/4/26 PD	50109	2318972	845.20
05/21/26	COUNTY OF ORANGE	APRIL 2026 - OCATS	50126	2318944	1,374.20
05/28/26	AMTECH ELEVATOR SERV	5/2026 MONTHLY ELEVATOR SERVICES-PD	50239	6088	175.00
05/28/26	PACIFIC COAST REFRIG	POLICE DEPARTMENT HVAC REPAIRS	50277	2319001	1,301.00
		TOTAL ISF GB POLICE DEPARTMENT			**6,427.30**
11180000 ISF GB REC CENTER					
05/21/26	SMARDAN SUPPLY CO.	TOILET SEAT REPAIR	50065	6062	29.95
05/21/26	SO CALIF GAS CO	4/6/26-5/5/26 REC CENTER	50119	2318972	621.46
05/28/26	SMARDAN SUPPLY CO.	3 COMPARTMENT SINK REPAIR - PONY SNACK	50233	6103	18.06

05/28/26	SMARDAN SUPPLY CO.	PONY SNACK BAR PUMBING REPAIR	50234	6103	104.84
05/28/26	SMARDAN SUPPLY CO.	PONY SNACK BAR PLUMBING REPAIR	50235	6103	33.96
		TOTAL ISF GB REC CENTER			**808.27**
11180001 ISF GB SR CENTER					
05/21/26	SO CALIF GAS CO	4/3/26-5/4/26 SENIOR CENTER	50112	2318972	262.67
05/28/26	AMTECH ELEVATOR SERV	5/2026-MONTHLY ELEVATOR SERVICES-SENIOR	50240	6088	175.00
		TOTAL ISF GB SR CENTER			**437.67**
11250001 PW - FLEET MGMT					
05/21/26	SC COMMERCIAL LLC	BULK DIESEL FOR FIRE STATION 1	50221	6060	9,791.50
05/21/26	SC COMMERCIAL LLC	BULK GAS FOR FIRE STATION 1	50222	6060	1,229.32
05/21/26	CINTAS CORPORATION 6	4-23-26 UNIFORMS	50136	2318938	76.64
05/28/26	AMAZON	TONER CARTRIDGES	50252	6087	401.74
05/21/26	CINTAS CORPORATION 6	4-30-26 UNIFORMS	50137	2318938	76.64
05/21/26	RINCON TRUCK CENTER,	STOCK PARTS	50159	2318965	74.12
05/21/26	RINCON TRUCK CENTER,	PART RETURN CREDITS	49975	2318965	(74.12)
05/21/26	SC COMMERCIAL LLC	BULD GAS FOR FIRE STATION 1	50163	6060	1,929.27
05/21/26	CINTAS CORPORATION 6	5-7-2026 UNIFORMS	50139	2318938	76.64
05/21/26	RINCON TRUCK CENTER,	STOCK PART	50165	2318965	14.50
05/21/26	CRASH CHAMPIONS	UNIT 344 DAMAGE REPAIRS	50155	2318946	2,353.88
05/21/26	FACTORY MOTOR PARTS	PART FOR UNIT 421	50164	2318948	37.64
05/21/26	HUNTINGTON BEACH HYU	PART FOR UNIT 344 DAMAGES	50158	2318955	1,218.63
05/21/26	RINCON TRUCK CENTER,	STOCK PARTS	50219	2318965	197.51
05/21/26	CINTAS CORPORATION 6	5-14-26 UNIFORMS	50140	2318938	76.64
05/21/26	AAA INSPECTIONS LLC	DIESEL SMOG CHECK	50161	6036	328.25
05/21/26	THEODORE ROBINS FORD	PART FOR UNIT 420	50162	2318976	251.16
05/21/26	FACTORY MOTOR PARTS	PART FOR UNIT 176	50218	2318948	254.78
05/21/26	RINCON TRUCK CENTER,	STOCK PARTS	50220	2318965	711.15
		TOTAL PW - FLEET MGMT			**19,025.89**
11250052 ISF FL PW CAPITAL					
05/21/26	ENTERPRISE FM TRUST	202605 MONTHLY LEASE VEHICLES	50091	6042	827.09
		TOTAL ISF FL PW CAPITAL			**827.09**
11260052 ISF FL FD CAPITAL					
05/21/26	ENTERPRISE FM TRUST	202605 MONTHLY LEASE VEHICLES	50091	6042	114.71
		TOTAL ISF FL FD CAPITAL			**114.71**
11270052 ISF FL PD CAPITAL					
05/21/26	RHINO LININGS OF ORA	UNIT 450 SPRAY HOOD	50078	2318964	317.86
05/21/26	ENTERPRISE FM TRUST	202605 MONTHLY LEASE VEHICLES	50091	6042	70.31
		TOTAL ISF FL PD CAPITAL			**388.17**
11350053 ISF EQ PW R&C CAPITAL					
05/28/26	FERGUSON ENTERPRISES	MAGNETIC LOCATOR	50102	2318993	1,277.81
05/28/26	GRAINGER, INC.	PAVEMENT BREAKER	50100	6094	1,932.04
		TOTAL ISF EQ PW R&C CAPITAL			**3,209.85**
11370053 ISF EQ PD R&C CAPITAL					
05/21/26	GALLS, LLC	VEST - K. MARTINEZ	50082	2318952	917.06
05/21/26	GALLS, LLC	VEST - J. HUGHES	50084	2318952	917.06

	TOTAL ISF EQ PD R&C CAPITAL				**1,834.12**
11400000 ISF CITY SELF INSURANCE					
05/28/26	CALIF JOINT POWERS I	PREFUND REQUEST CJP-3054187	50282	6090	0.00
05/28/26	CALIF JOINT POWERS I	CJPIA CASH CALL FOR CHECKS ISSUED IN MAY	50283	6091	0.00
	TOTAL ISF CITY SELF INSURANCE				**0.00**
11400411 SELF INSURANCE					
05/28/26	CALIF JOINT POWERS I	PREFUND REQUEST CJP-3054187	50282	6090	60,000.00
05/21/26	TEMPORARY STAFFING	PART TIME TEMP EMPLOYEE WE 4/19/2026	49172	6064	1,647.68
05/28/26	TEMPORARY STAFFING	PART TIME TEMP EMPLOYEE WE 4/26/26	49590	6104	1,647.68
05/21/26	LIEBERT, CASSIDY & W	LCW LEGAL FEES	50207	6053	32,319.12
05/21/26	HARPER AND BURNS, LL	APR 2026 - CLAIMS LITIGATION	49996	6047	2,871.40
05/28/26	CALIF JOINT POWERS I	CJPIA CASH CALL FOR CHECKS ISSUED IN MAY	50283	6091	15,000.00
	TOTAL SELF INSURANCE				**113,485.88**
11400430 SELF INSURANCE					
05/21/26	FOUNTAIN VALLEY FIRE	MAY 2026 - FVFA LTD	50115	6043	682.50
05/21/26	TRUST OF PORAC	JUNE 2026 - PORAC LTD (ACCT 54541)	50173	6066	1,564.00
	TOTAL SELF INSURANCE				**2,246.50**
23030313 CDBG NEIGHBOORHOOD REVITA					
05/21/26	BARR & CLARK, INC.	LEAD BASED PAINT TESTING	50054	2318931	350.00
05/21/26	J&A HOME IMPROVEMENT	HIP GRANT PARTIAL PAYMENT	50122	6050	12,000.00
	TOTAL CDBG NEIGHBOORHOOD REVITA				**12,350.00**
23130324 FVHA AFFORDABLE					
05/21/26	STRADLING YOCCA CARL	PROFESSIONAL LEGAL SERVICES	50156	2318975	1,815.00
	TOTAL FVHA AFFORDABLE				**1,815.00**
30000000 CIP NON-DEPARTMENTAL					
05/21/26	HORIZONS CONSTRUCTIO	CON 1437 RETENTION RELEASE PRJ 24044	49954	6048	13,081.52
	TOTAL CIP NON-DEPARTMENTAL				**13,081.52**
50040403 WF UTILITY BILLING					
05/21/26	AMAZON	FINANCE OFFICE SUPPLIES - 4/1 - 4/30/26	49955	6038	164.02
	TOTAL WF UTILITY BILLING				**164.02**
50050570 WF WTR PROD. OPNS					
05/21/26	CINTAS CORPORATION 6	4-23-26 UNIFORMS	50136	2318938	29.14
05/28/26	VERIZON WIRELESS	3/26/26-4/25/26 WATER CELLS, USBS, MDM	50177	2319016	717.57
05/21/26	ULINE	ORGANIZING MATERIALS FOR WELL 10	50171	2318978	1,303.88
05/21/26	ULINE	ORGANIZING BINS FOR WELL 10	50114	2318978	249.01
05/28/26	AMAZON	1000 PLASTIC FORKS	50250	6087	41.31
05/21/26	CINTAS CORPORATION 6	4-30-26 UNIFORMS	50137	2318938	29.14
05/21/26	CHARTER COMMUNICATIO	5/1 - 5/30/26 SCADA INTERNET	50127	2318936	592.67
05/21/26	CINTAS CORPORATION 6	5-7-2026 UNIFORMS	50139	2318938	29.14
05/21/26	GRAINGER, INC.	EPOXY COATING FOR WELL 12	50088	6045	219.25
05/28/26	HARRINGTON INDUSTRIA	GAUGES	50303	2318996	593.11
05/28/26	HARRINGTON INDUSTRIA	CHEMICAL PUMP PARTS	50304	2318996	2,002.83
05/21/26	GRAINGER, INC.	EPOXY COATING FOR WELL 12	50178	6045	404.03
05/28/26	AMAZON	LABEL TAPE FOR BROTHER MACHINE	50246	6087	32.60
05/28/26	AMAZON	2"X4" BLANK MAILING LABELS	50249	6087	71.30

05/21/26	CINTAS CORPORATION 6	5-14-26 UNIFORMS	50140	2318938	20.87
05/28/26	LIFECOM	AIR MONITOR	50306	2318999	405.50
05/21/26	FOUNTAIN VALLEY PAIN	PAINT BRUSHES FOR WELL 12	50216	2318949	7.61
05/28/26	TESS ELECTRIC, INC	WELL 12'S CHLORINE ROOM	50309	2319013	3,471.88
05/28/26	REGENCY ENTERPRISES,	LIGHTS FOR WELL 12	50302	6101	22.23
		TOTAL WF WTR PROD. OPNS			**10,243.07**
50050571 WF DISTRIBUTION SYSTEM					
05/21/26	CINTAS CORPORATION 6	4-23-26 UNIFORMS	50136	2318938	57.31
05/21/26	CINTAS CORPORATION 6	4-30-26 UNIFORMS	50137	2318938	80.18
05/28/26	UNDERGROUND SERVICE	UNDERGROUND SAFETY BOARD	49898	2319015	89.08
05/28/26	UNDERGROUND SERVICE	UNDERGROUND SERVICE ALERT	49899	2319015	268.00
05/28/26	GRAINGER, INC.	HYDRANT MAINTENANCE	50101	6094	443.57
05/21/26	CINTAS CORPORATION 6	5-7-2026 UNIFORMS	50139	2318938	125.91
05/28/26	GRAINGER, INC.	VALVE AND HYDRANT MAINTENANCE	50099	6094	472.94
05/28/26	FERGUSON ENTERPRISES	1" COPPER	50256	2318994	1,854.41
05/21/26	CINTAS CORPORATION 6	5-14-26 UNIFORMS	50140	2318938	57.31
05/21/26	JILL PROMOTIONS	BLUE BEND RULERS FOR SCHOOL PROMOTION	50186	2318956	3,159.37
05/28/26	FERGUSON ENTERPRISES	SERVICE COPPER	50258	2318994	2,472.54
		TOTAL WF DISTRIBUTION SYSTEM			**9,080.62**
50050572 WF WTR QUAL & TREATMENT					
05/21/26	USA BLUE BOOK	FLUORIDE STANDARDS	50089	2318979	557.28
		TOTAL WF WTR QUAL & TREATMENT			**557.28**
50050574 WF METER M & R					
05/28/26	AQUA-METRIC SALES	1" METERS	50103	2318987	3,475.50
05/28/26	AQUA-METRIC SALES	2" METER REGISTERS	50104	2318987	3,197.65
		TOTAL WF METER M & R			**6,673.15**
50095001 WATER FUND CAPITAL PROJECTS					
05/21/26	WOOD RODGERS INC	THRU 3/31/26 - DES CONS MGMT WELL NO. 6	50170	2318984	9,306.25
05/21/26	WOOD RODGERS INC	THRU 4/30/26 DES CONS MGMT WELL NO. 6	50172	2318984	16,218.75
05/21/26	MKN	THRU APR 2026 FY25 WATER MASTER PLAN &	50097	6056	38,160.25
		TOTAL WATER FUND CAPITAL PROJECTS			**63,685.25**
50150580 SF SEWER MAINTENANCE					
05/21/26	SHAPEDPENS.COM	PLUSH POOPS FOR PROMOTION	50147	2318969	1,647.72
05/21/26	CINTAS CORPORATION 6	4-23-26 UNIFORMS	50136	2318938	8.78
05/21/26	CERTIFIED SEWER INSP	CERT CLASS 6/16-26- 6/18/26 FOR P.V. & B.P.	50148	2318933	1,550.00
05/21/26	CINTAS CORPORATION 6	4-30-26 UNIFORMS	50137	2318938	8.78
05/28/26	SMARDAN SUPPLY CO.	PVC GASKETS AND WYES	50533	6103	520.12
05/21/26	CINTAS CORPORATION 6	5-7-2026 UNIFORMS	50139	2318938	8.78
05/21/26	AMAZON	IPHONE CASES	50187	6038	63.04
05/28/26	ALAN'S LAWNMOWER & G	BRUSH CUTTER	50232	2318986	1,358.01
05/21/26	CINTAS CORPORATION 6	5-14-26 UNIFORMS	50140	2318938	8.78
05/21/26	SO CALIF EDISON CO	04/16/26 to 05/14/26 SEWER LIFT STATION	50179	2318971	478.26
05/21/26	OC SANITATION DISTRI	Q3 2025/2026 FOG INSPECTIONS	50225	2318960	771.48
05/28/26	PLUMBERS DEPOT INC.	SEWER / CCTV CUES EQUIPMENT UPGRADES	50530	2319002	590.61
05/28/26	PLUMBERS DEPOT INC.	SEWER / CCTV CUES EQUIPMENT UPGRADES	50531	2319002	891.11

05/28/26	PLUMBERS DEPOT INC.	SEWER / CCTV CUES EQUIPMENT UPGRADES	50532	2319002	1,544.54
		TOTAL SF SEWER MAINTENANCE			**9,450.01**
				TOTAL	**$1,340,070.39**

CITY OF FOUNTAIN VALLEY
CITY COUNCIL
COUNCIL ACTION REQUEST

To: Honorable Mayor and Members of the City Council

Agenda Date: June 16, 2026

SUBJECT: Approve a Resolution to Accept the Office of Traffic Safety Selective Traffic Enforcement Program Grant Money, Amend the FY 2026-27 Budget COPS/SLES Fund in the Amount of $70,500 and Appropriate an Expenditure to Incorporate the Changes into the FY 2026-27 budget

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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

The State Office of Traffic Safety offers local law enforcement agencies grants to staff selective traffic enforcement programs on an overtime basis. The time period for this grant is based on the Federal Fiscal Year beginning October 1, 2026, and ending September 30, 2027. This grant consists of a comprehensive program, which includes overtime funding for selective enforcement details, bicycle safety programs, Officer training, and specialized equipment. Due to strict timelines, Staff submitted a grant application in keeping with the Office of Traffic Safety guidelines, which are explained in detail below. This was a competitive process, and the City was granted money in part because of its collision rates. Council's authorization is required to accept these funds and begin this program. The City will be reimbursed for overtime, training, and equipment costs totaling $70,500.

DISCUSSION

The Police Department is committed to traffic safety in the City. The Police Department continually analyzes traffic trends to combat DUI/DUID and hazardous vehicle operation

violations, and to reduce traffic crashes. The grant requires traffic enforcement components, such as DUI checkpoints, DUI saturation patrols, primary crash factor violations, distracted driver, motorcycle, pedestrian and bicycle/E-bike enforcement, be conducted in an effort to reduce injury crashes. These components are designed to complement existing Police Department programs and are to be conducted on an overtime basis.

DUI checkpoints, DUI saturation patrols, enforcement of primary crash factor violations, distracted driver, motorcycle, pedestrian, and bicycle/E-bike violation enforcement activities are effective ways to maximize the deterrent effect and increase the perception of apprehension of motorists who would operate a vehicle in a dangerous manner.

The Police Department was awarded a $70,500 grant. Of the amount awarded, $59,250 is to cover overtime expenses for staffing various enforcement and education components. The enforcement programs will be placed at different locations and time frames as determined by traffic cash analysis. The grant provides reimbursement for two DUI checkpoints to be conducted during the summer and winter holiday. Additionally, the grant provides the funding to operate bicycle and E-bike safety and education programs. The grant also provides $5,250 in travel expenses for traffic-related training, approved by the California Office of Traffic Safety. Finally, the grant will provide for the purchase of $6,000 in equipment (DUI checkpoint supplies).

Projected goals for the program are as follows:

1. To reduce the number of crashes and the number of victims killed or injured in alcohol-involved crashes.

2. To reduce the number of crashes and the number of victims killed or injured as a result of violations of the California Vehicle Code, to include primary crash factors, and distracted driver-related violations.

3. To reduce the number of bicyclists, E-bike riders, and pedestrians killed or injured as a result of a crash.

The total program costs are $70,500. The City will receive 100 percent reimbursement for these costs through the grant.

FISCAL REVIEW

The OTS grant allocation for the City of Fountain Valley is $70,500, which is the projected expense to staff a variety of enforcement components. The following is a breakdown of enforcement components and reimbursable costs:

Enforcement Component	Reimbursable Overtime Costs
DUI/DL Checkpoints	$22,000
DUI Saturation Patrols	$11,000
Collaborative DUI Enforcement	$5,000
Traffic Enforcement	$4,000
Bicycle and Pedestrian Safety Enforcement	$2,000
Collaborative Traffic Enforcement	$2,000
Traffic Safety Education Presentations	$1,250
Distractive Driving	$7,000
Community Collaboration Engagement	$5,000
SUBTOTAL	**$59,250**

Training	Reimbursable Costs
Travel Expenses for California Office of Traffic Safety Approved Training	$5,250
SUBTOTAL	**$5,250**

Other Direct Costs	Reimbursable Costs
DUI Checkpoint Supplies	$6,000
SUBTOTAL	**$6,000**

GRAND TOTAL **$70,500**

Without the grant money, the Police Department would have to spend budgeted money for overtime to staff each component, and these expenses would not be reimbursed. The Police Department would then have to choose between incurring these costs or neglecting valuable enforcement and education tools.

The budget amendment appropriates $70,500 in additional revenue from the State of California Office of Traffic Safety and $70,500 in increased expenditure appropriations. The revenue will be posted to the Federal OTS Step Grant account in the Police Department Criminal Diversion grants program (270.70.97002.44003), and the purchase will be expensed to the following accounts below:

Fund	Dept	Program	Object	Description	Amount
270	70	97002	50150	Overtime/Callback Sworn	$53,250
270	70	97002	53052	Educational Meetings Emp	$ 5,250
270	70	97002	55505	Misc. Equipment	$ 6,000
				TOTAL:	$70,500

PUBLIC NOTIFICATION
Not applicable.

ENVIRONMENTAL IMPACT REVIEW
Not applicable.

ATTORNEY REVIEW
The Attorney(s) for the City have reviewed and concurred with the recommended action.

ALTERNATIVES

Alternative No. 1: Approve a resolution to accept the Office of Traffic Safety Selective Traffic Enforcement Program grant money, amend the FY 2026-27 budget COPS/SLES fund in the amount of $70,500 and appropriate an expenditure to incorporate the changes into the FY 2026-27 budget.

Alternative No. 2: Do not approve a resolution to accept the Office of Traffic Safety Selective Traffic Enforcement Program grant money, amend the FY 2026-27 budget COPS/SLES fund in the amount of $70,500 and appropriate an expenditure to incorporate the changes into the FY 2026-27 budget and provide direction to Staff.

RECOMMENDATION
Staff is requesting City Council approve Alternative No. 1**:** Approve a resolution to accept the Office of Traffic Safety Selective Traffic Enforcement Program grant money, amend the FY 2026-27 budget COPS/SLES fund in the amount of $70,500 and appropriate an expenditure to incorporate the changes into the FY 2026-27 budget.

Prepared by:	Jennifer Pratt, Sergeant
Reviewed by:	Craig Heredia, Chief of Police
Fiscal Review:	Ryan Smith, Finance Director
Attorney Review:	Colin Burns, Attorney for the City
Approved by:	Maggie Le, City Manager

Attachments:
1. OTS S.T.E.P. grant documents

1. GRANT TITLE
Selective Traffic Enforcement Program (STEP)

2. NAME OF AGENCY
Fountain Valley

3. Grant Period
From: 10/01/2026
To: 09/30/2027

4. AGENCY UNIT TO ADMINISTER GRANT
Fountain Valley Police Department

5. GRANT DESCRIPTION
Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary crash factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian crashes, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.

6. Federal Funds Allocated Under This Agreement Shall Not Exceed: $70,500.00
Allocation is contingent upon availability of federal funds.

7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement:

- Schedule A – Problem Statement, Goals and Objectives and Method of Procedure
- Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)
- Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable)
- Exhibit A – Certifications and Assurances
- Exhibit B* – OTS Grant Program Manual
- Exhibit C – Grant Electronic Management System (GEMS) Access

*The item shown with an asterisk (*), is hereby incorporated by reference and made a part of this agreement as if attached hereto. This document can be viewed at the OTS home web page under Grants: www.ots.ca.gov.

Use of OTS Grant Agreement template in lieu of the California Model Agreement (CMA)
The California Office of Traffic Safety (OTS) utilizes its standardized OTS Grant Agreement template for awards. The format, structure, and uniformity of the OTS Grant Agreement template allows for processing through Grant Electronic Management System (GEMS). OTS's approach to using the OTS Grant Agreement template is consistent with the California Model Agreement (CMA) developed by University of California Office of the President (UCOP) and directed by the Department of General Service (DGS). For more information, please review the OTS Grant Program Manual.

Pre-Agreement Work
No work shall commence and no costs shall be incurred prior to the grant start date or the grant agreement being fully signed and executed. Any such costs are incurred at the grantee's own risk and may not be reimbursed.

8. Approval Signatures

We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the grant terms and conditions described herein.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

A. Grant Director

NAME: Jennifer Pratt
TITLE: Traffic Sergeant
EMAIL: jennifer.pratt@fountainvalley.gov
PHONE: (714) 593-4481
ADDRESS: 10200 Slater Avenue
Fountain Valley, CA 92708

(Signature) *(Date)*

B. Authorizing Official

NAME: Maggie Le
TITLE: City Manager
EMAIL: maggie.le@fountainvalley.gov
PHONE: (714) 593-4410
ADDRESS: 10200 Slater Avenue
Fountain Valley, CA 92708

(Signature) *(Date)*

C. Fiscal Official

NAME: Ryan Smith
TITLE: Finance Director
EMAIL: ryan.smith@fountainvalley.gov
PHONE: (714) 593-4501
ADDRESS: 10200 Slater Avenue
Fountain Valley, CA 92708

(Signature) *(Date)*

D. Authorizing Official of Office of Traffic Safety

NAME: Stephanie Dougherty
TITLE: Director
EMAIL: stephanie.dougherty@ots.ca.gov
PHONE: (916) 509-3030
ADDRESS: 2208 Kausen Drive, Suite 300
Elk Grove, CA 95758

(Signature) *(Date)*

E. Accounting Officer of Office of Traffic Safety

NAME: Jessica Chan
ADDRESS: 2208 Kausen Dr. Suite 300
Elk Grove, CA 95758

9. SAM Information

SAM #: E6HUBPTD4AZ1
REGISTERED ADDRESS: 10200 Slater Ave
CITY: Fountain Valley
ZIP+4: 92708-4736

10. PROJECTED EXPENDITURES

FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
				AGREEMENT TOTAL		**$70,500.00**

I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above, notwithstanding allocations contingent on availability of federal funds.

OTS ACCOUNTING OFFICER'S SIGNATURE	DATE SIGNED

AMOUNT ENCUMBERED BY THIS DOCUMENT
$70,500.00

PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT
$ 0.00

TOTAL AMOUNT ENCUMBERED TO DATE
$70,500.00

1. PROBLEM STATEMENT

Describe the city, county, or jurisdiction this grant will impact.
The City of Fountain Valley is in Orange County, California, bordered by Huntington Beach to the south and west, Costa Mesa to the southwest, and Santa Ana to the north. Fountain Valley has a population of approximately 56,000 residents, with a population density of around 6,213 people per square mile. Fountain Valley encompasses approximately 10 square miles and is characterized by a dense network of major arterial roadways, multiple ingress and egress ramps to the Interstate 405 freeway, and high daily traffic volumes from both local and regional motorists.

These roadways characteristics create complex traffic patterns and increased exposure to high-speed travel, pedestrian and bicyclist interactions, and impaired driving risks. The Fountain Valley Police Department (FVPD) is the primary agency responsible for traffic enforcement and roadway safety within the city limits and serves a diverse population of residents, commuters, and visitors who travel through Fountain Valley each day.

Describe the problem(s) to be addressed, supported by current and relevant crash data. (most recent calendar year data/stats).
Traffic-related fatalities and injury crashes remain a significant public safety concern within the City of Fountain Valley. According to Office of Traffic Safety (OTS) 2023 data, Fountain Valley was categorized as a Group C city based on population size. Among 103 comparable cities statewide, Fountain Valley ranked 48th for total crashes involving fatalities and injuries—placing it higher than 55 cities of similar size, indicating an elevated crash risk relative to peer jurisdictions.
Additionally, Fountain Valley ranked notably high in several critical crash categories, including:

- Speed-related crashes
- Bicycle-involved crashes
- Pedestrian crashes
- DUI-related crashesOf particular concern, Fountain Valley ranked:
- 11th out of 104 cities for bicyclists injured or killed, and
- 35th out of 104 cities for pedestrian crashes involving individuals age 65 and older, identifying vulnerable and at-risk roadway users as disproportionately impacted.From 2023 through the present, Fountain Valley experienced:
- 1,175 injury crashes
- 13 traffic fatalities
    - At least 2 pedestrian fatalities
    - 3 bicyclist fatalities
    - 3 fatal crashes involving alcohol, drugs, or a combination of impairing substancesAn analysis of the primary crash factors for these fatal crashes identified:
- Right-of-Way violations as the most common factor (5 crashes), including violations of CVC sections 21801(a), 21460(a), 21950(a), and 22107(a)
- Speed as a primary factor in 3 crashes and a contributing factor in at least 3 additional crashes
- Red light violations (CVC 21453(a)) as a primary factor in at least 2 crashesGiven Fountain Valley's relatively small geographic size and its concentration of major arterials and freeway access points, the frequency and severity of injury and fatal crashes is alarming. The City currently lacks funding to conduct overtime traffic enforcement operations, and without continued support from the Office of Traffic Safety, targeted enforcement and education efforts aimed at reducing serious and fatal crashes would not be possible. While OTS has supported similar efforts in prior years (up to $111,000 annually), Fountain Valley continues to rank high within its population group for injury and alcohol-involved injury crashes, underscoring the ongoing need for this program.

Define the target population the grant intends to serve and how they are affected by the problem(s).
The primary target population for this grant includes motorists, pedestrians, and bicyclists traveling on Fountain Valley roadways, including both residents and commuters who utilize the city's arterial highways and freeway connections. The grant will also specifically serve at-risk and vulnerable roadway users, including:

- Bicyclists, who experience a disproportionately high rate of injury and fatal crashes in Fountain Valley
- Pedestrians, particularly older adults age 65 and over, who are at increased risk for severe injury or death when involved in traffic crashes
- Motorists exposed to impaired, speeding, and right-of-way-violating driversThese populations are directly affected by unsafe driving behaviors such as speeding, impaired driving, red-light violations, and failure to yield the right-of-way—factors consistently identified in Fountain Valley's fatal and injury crash data. Targeted enforcement through this grant will focus on modifying these high-risk behaviors, improving driver compliance with traffic laws, and enhancing overall roadway safety. By addressing the specific behaviors contributing to serious and fatal crashes, this traffic safety grant will help reduce injuries and deaths while improving safety outcomes for all roadway users, particularly those most vulnerable to severe harm.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Reduce the number of pedestrians killed in traffic crashes.
4. Reduce the number of pedestrians injured in traffic crashes.
5. Reduce the number of bicyclists killed in traffic crashes.
6. Reduce the number of bicyclists injured in traffic crashes.
7. Reduce the number of persons killed in alcohol-involved crashes.
8. Reduce the number of persons injured in alcohol-involved crashes.
9. Reduce the number of persons killed in drug-involved crashes.
10. Reduce the number of persons injured in drug-involved crashes.
11. Reduce the number of persons killed in alcohol/drug combo-involved crashes.
12. Reduce the number of persons injured in alcohol/drug combo-involved crashes.
13. Reduce the number of motorcyclists killed in traffic crashes.
14. Reduce the number of motorcyclists injured in traffic crashes.
15. Reduce hit & run fatal crashes.
16. Reduce hit & run injury crashes.
17. Reduce nighttime (2100 - 0259 hours) fatal crashes.
18. Reduce nighttime (2100 - 0259 hours) injury crashes.

B. Objectives:	Target Number
1. Issue a news release announcing the kick-off of the grant by December 31st. The kick-off news releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 7 days prior to the issuance date of the release.	1
2. Participate and report data (as required) in the following campaigns; Quarter 1: National Pedestrian Safety Month, National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization; Quarter 3: National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization; Quarter 4: National Speed Prevention Campaigns, NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.	12
3. Develop (by December 31) and/or maintain a "DUI BOLO" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated DUI BOLOs should be distributed to patrol and traffic officers monthly. Report on the outcomes of the "DUI BOLO" program.	12

4. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.	2
5. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	2
6. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.	2
7. Conduct DUI Saturation Patrol operation(s).	14
8. Conduct Traffic Enforcement operation(s), including but not limited to, primary crash factor violations.	4
9. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.	5
10. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle crashes resulting from violations made by pedestrians, bicyclists, and drivers.	2
11. Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.	2
12. Participate in highly visible collaborative DUI Enforcement operations.	2
13. Participate in highly visible collaborative Traffic Enforcement operations.	2
14. Participate in community collaboration and engagement activities to engage in conversations regarding traffic safety to both share information and receive input from the community members.	4

3. METHOD OF PROCEDURE

A. <u>Phase 1 – Program Preparation</u> (1st Quarter of Grant Year)

- The department will develop operational plans to implement the “best practice” strategies outlined in the objectives section.
- Conduct all training needed to implement the program, in the first quarter.
- Purchase all grant related supplies and materials to implement the program, in the first quarter.
- Items with a unit cost of $5,000 more (including tax and shipping) must comply with the Buy America Act.
- In order to develop/maintain the “DUI BOLOs,” research will be conducted to identify repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The DUI BOLO may include the driver’s name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. DUI BOLOs should be updated and distributed to traffic and patrol officers at least monthly.
- Implementation of the STEP grant activities will be accomplished by deploying personnel at high crash locations.

<u>Media Requirements</u>

Issue a news release approved by the OTS PIO announcing the kick-off of the grant by December 31 and after the grant is signed and executed, but no sooner than October 1, the start of the grant year. The kick-off release must be approved by the OTS PIO. If you are unable to meet the December 31 deadline to issue a kick-off press release, communicate the reasons to your OTS grant coordinator and OTS PIO. The department will develop operational plans to implement strategies founded on best practices outlined in the objective section. Necessary training to achieve these objectives should be completed in the first and second quarters. All grant related purchases needed to implement the program should be made in the first quarter, and any item with a unit cost over $5,000 will comply with the Buy America Act. To develop/maintain the DUI BOLOs, research will be conducted to identify repeat DUI offenders with

suspended or revoked licenses as a result of DUI convictions. The DUI BOLO may include the driver's name, last known address, DOB, description, current license status and the number of times suspended or revoked for DUI. DUI BOLOs should be updated and distributed to traffic and patrol officers at least monthly. Implementation of STEP grant activities will be accomplished by deploying personnel at high crash locations through directed patrol assignments.

B. Phase 2 – Program Operations (Throughout Grant Year)

Media Requirements

The following requirements are for all grant-related activities:

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Send all PowerPoint presentations, online presentations and trainings for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Certified training courses are EXEMPT from the approval process.
- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the OTS grant coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, news releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator when any material is distributed to the media and public, such as a news release, educational material, or link to social media post.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator.
- News releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are EXEMPT from the OTS PIO approval process. The OTS PIO and your OTS grant coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are EXEMPT from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator with the embargoed date and time or with “INTERNAL ONLY: DO NOT RELEASE” message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult the OTS PIO and copy your OTS grant coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.

- Email the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so the OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of the event within 7 days following significant grant-related event or program. The OTS PIO and your OTS grant coordinator should still be notified in advance when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Any news releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received OTS PIO approval in a prior grant year must be resubmitted for approval in the current grant year.
- For additional guidance, refer to the OTS Grants Materials Approval Process Guidelines and FAQs .
- Email the OTS PIO at pio@ots.ca.gov or your OTS grant coordinator for consultation when changes from any of the above requirements might be warranted.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

1. Prepare and submit grant claim invoices (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)

- Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
- Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
- Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
- Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
164ID-27	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	$44,000.00
402PT-27	20.600	State and Community Highway Safety	$14,500.00
405e DDA-27	20.616	Distracted Driving Awareness	$7,000.00
1906-27	20.611	Racial Profiling Prohibition Grants	$5,000.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
Straight Time				$0.00
Overtime				
DUI/DL Checkpoints	164ID-27	$11,000.00	2	$22,000.00
DUI Saturation Patrols	164ID-27	$1,000.00	14	$14,000.00
Collaborative DUI Enforcement	164ID-27	$1,000.00	2	$2,000.00
Traffic Enforcement	402PT-27	$1,000.00	4	$4,000.00
Pedestrian and Bicycle Enforcement	402PT-27	$1,000.00	2	$2,000.00
Collaborative Traffic Enforcement	402PT-27	$1,000.00	2	$2,000.00
Traffic Safety Educational Presentations	402PT-27	$625.00	2	$1,250.00
Distracted Driving Enforcement	405e DDA-27	$1,400.00	5	$7,000.00
Community Collaboration Engagement	1906-27	$1,250.00	4	$5,000.00
Category Sub-Total				$59,250.00
B. TRAVEL EXPENSES				
In State Travel	402PT-27	$5,250.00	1	$5,250.00
				$0.00
Category Sub-Total				$5,250.00
C. CONTRACTUAL SERVICES				
				$0.00
Category Sub-Total				$0.00
D. EQUIPMENT				
				$0.00
Category Sub-Total				$0.00
E. OTHER DIRECT COSTS				
DUI Checkpoint Supplies	164ID-27	$6,000.00	1	$6,000.00
Category Sub-Total				$6,000.00
F. INDIRECT COSTS				
				$0.00
Category Sub-Total				$0.00
GRANT TOTAL				**$70,500.00**

BUDGET NARRATIVE
PERSONNEL COSTS DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Collaborative DUI Enforcement - Overtime for grant funded Collaborative DUI Enforcement operations conducted by appropriate department personnel
Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Collaborative Traffic Enforcement - Overtime for grant funded Collaborative Traffic Enforcement operations conducted by appropriate department personnel
Traffic Safety Educational Presentations - Overtime for grant funded traffic safety educational presentations conducted by appropriate department personnel.
Distracted Driving Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.
Community Collaboration Engagement - Overtime for grant funded community collaborative engagement conducted by appropriate department personnel.
TRAVEL EXPENSES In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include the OTS Traffic Safety Law Enforcement Forum, OTS Traffic Safety Summit, GHSA Annual Meeting in Anaheim. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.
CONTRACTUAL SERVICES -
EQUIPMENT -
OTHER DIRECT COSTS DUI Checkpoint Supplies - On-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS Device Supplies, PAS Calibration Supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed.
INDIRECT COSTS -
STATEMENTS/DISCLAIMERS There will be no program income generated from this grant. Salaries may include wages, salaries, special compensations, or authorized absences such as annual leave and sick leave provided the cost for the individual employee is (a) reasonable for the services rendered, and (b) follows an appointment made in accordance with state or local laws and rules and meets federal requirements.

Any non-grant funded vacancies created by reassignment to a grant-funded position must be filled at the expense of the grantee agency.

Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives here under.

The OTS grant funded activities must be separate from other grant funded program activities and maintained under separate accounting tracking codes (example: the same DUI checkpoint may not be funded by both the CHP Cannabis Tax Fund and the OTS).

Benefits for personnel costs can only be applied to straight time or overtime hours charged to the grant.

Appendix A to Part 1300—Certifications and Assurances for Highway Safety Grants (23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58)

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, Public Law 109-59, as amended by Sec. 25024, Public Law 117-58;
- 23 CFR part 1300—Uniform Procedures for State Highway Safety Grant Programs;
- 2 CFR part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- 2 CFR part 1201—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964* (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- *49 CFR part 21* (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- *28 CFR 50.3* (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970,* (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972,* as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973,* (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- *The Age Discrimination Act of 1975,* as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- *Titles II and III of the Americans with Disabilities Act* (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA.”

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
   “The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT order 1050.2A) [1] in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
   a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
   b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the

form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
    a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
    b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub- grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Subgrantee will provide a drug-free workplace by:
- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
    1. The dangers of drug abuse in the workplace;
    2. The grantee's policy of maintaining a drug-free workplace;
    3. Any available drug counseling, rehabilitation, and employee assistance programs;
    4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
    5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
    1. Abide by the terms of the statement;
    2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
    1. Taking appropriate personnel action against such an employee, up to and including termination;
    2. Requiring such employee to participate satisfactorily in a drug abuse assistance or

rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)
(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31,
   U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (*e.g.,* “grassroots”) lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to subrecipients as well as States)

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,** as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website
(*https://www.sam.gov/*).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY TIER COVERED TRANSACTIONS

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and

its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,** as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Instructions for Lower Tier Participant Certification” including the “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (*https://www.sam.gov/*).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of

records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA
(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST
(applies to subrecipients as well as States)

GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
    a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
    b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in
organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at *www.trafficsafety.org*. The NHTSA website (*www.nhtsa.gov*) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF FOUNTAIN VALLEY AUTHORIZING AND ACCEPTING THE STATE OF CALIFORNIA OFFICE OF TRAFFIC SAFETY (OTS) SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) GRANT AND AMENDING THE FY 2026-2027 BUDGET TO INCREASE APPROPRIATIONS IN THE AMOUNT OF $70,500

WHEREAS, the City Council recognizes the enforcement of traffic laws and the education of the public in traffic safety are important components in maintaining safe streets and fulfilling the Police Department's Traffic Plan; and

WHEREAS, the City Council recognizes the acceptance of the Office of Traffic Safety grant money will allow the purchase of enforcement and equipment, which will assist the Police Department in the enforcement of traffic laws and in the education of the public in traffic safety; and

WHEREAS, the City Council recognizes the acceptance of this Office of Traffic Safety grant money will allow additional traffic enforcement programs that will complement the Police Department's existing Traffic Plan.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Fountain Valley that the City Manager is authorized to accept the "Selective Traffic Enforcement Program" grant and enter into the resultant grant agreement, and any amendments, the Office of Traffic Safety (OTS) to fund equipment purchased, training and overtime costs to staff selective traffic enforcement, DUI checkpoints and DUI saturation patrols between October 1, 2026 and September 30, 2027, in the amount of $70,500. The Director of Finance, or his/her designee, shall amend the FY 2026-2027 budget and appropriate an expenditure to incorporate the changes into the FY 2026-2027 budget in the amount of $70,500.

PASSED AND ADOPTED by the City Council of the City of Fountain Valley at the regular adjourned meeting this 16th day of June 2026.

ATTEST:

_____ _____

Rick Miller, City Clerk Jim Cunneen, Mayor

APPROVED AS TO FORM:
HARPER & BURNS LLP

_____
Attorneys for the City

CITY OF FOUNTAIN VALLEY
CITY COUNCIL
COUNCIL ACTION REQUEST

To: Honorable Mayor and Members of the City Council

Agenda Date: June 16, 2026

SUBJECT: Approve the Water Loss Control Participation Agreement with the Municipal Water District of Orange County, and the task elections identified in Addendum A – Water Loss Control Shared Services Election Form for FY 2026-2027 in an amount not to exceed $22,246 and Addendum B – Water Loss Control Technical Assistance Tasks, January 1, 2026 – June 30, 2027, in the amount of $36,395

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

To comply with State water conservation legislation, reduce cost, and realize efficiencies, staff requests that the City Council approve the Water Loss Control Participation Agreement (WLC Agreement) with the Municipal Water District of Orange County (MWDOC), and the task elections identified in Addendum A – Water Loss Control Shared Services Election Form for FY 2026-2027 in an amount not to exceed $22,246 and Addendum B – Water Loss Control Technical Assistance Tasks, January 1, 2026 – June 30, 2027, in the amount of $36,395.

The City of Fountain Valley has participated in MWDOC's water loss control shared services and technical assistance programs for over 10 years. The new "umbrella" WLC Agreement unifies the shared services and technical assistance programs under one (1) agreement between MWDOC and the Participating Agency, while continuing to minimize time-consuming administration, provide economy-of-scale cost savings, and allow the City to opt into or out of services annually based on identified needs.

The cost of Addenda A and B will be fully funded by the Water Utility Fund and expensed to the Water Conservation and Meter M&R accounts for the Public Works – Water Distribution division.

DISCUSSION

MWDOC has offered water loss control services since 2016 to assist member agencies, including the City of Fountain Valley, in complying with current and future legislation. In the past, shared services and technical assistance programs were offered through two separate agreements. This year MWDOC has drafted a new "umbrella" WLC Agreement to replace the previous agreements. The purpose of the new WLC Agreement is to create a unified agreement between MWDOC and the Participating Agency that combines all the water loss shared services and technical assistance programs offered into one (1) agreement with a clearly defined term.

The new WLC Agreement has a term of 10 years and will be effective July 1, 2026, through June 30, 2036. Addenda to the WLC Agreement will be issued annually, allowing the City to identify and participate in the shared services and technical assistance tasks needed by the City on an annual basis.

Participating in the WLC Agreement benefits the City by allowing the City to opt into or out of water loss control services annually based on identified needs while minimizing time-consuming administration and reducing costs through economies of scale.

Addendum A – Water Loss Control Shared Services Election Form
Fiscal Year 2026-2027

Water Loss Control Shared Services focuses on the field assessment of distribution system condition and performance to identify water loss. The shared services tasks recommended by staff for FY 2026-2027, based on the City's needs, are described below.

Task 1 – Water Audit Validation: Water audit validation is required by all agencies and will be provided by MWDOC as a core service at no cost to member agencies.

Task 2 – Meter Accuracy Testing: Water meter accuracy testing is an important tool in water loss control. It determines and monitors meter accuracy over time, identifies inaccuracies that may result in volumetric and financial loss, and provides insights into the City's apparent water loss. With this in mind, staff worked with Water Systems Optimization, Inc. (which is now E Source), to develop both a small and large meter testing program. Since the City's AMI water meters are relatively new, the City will be testing 30 random small meters a year to characterize the typical performance of small meters throughout the City. In contrast, the large meter testing program will focus on the individual performance of high-volume meters ranging in size from 2 inches to 10 inches. The City will test over 90 large meters a year based on a 6-year schedule that will test approximately 550 meters at least once. High volume/high revenue meters will be tested more frequently based on their calculated optimum test and repair frequency. The meter testing results will be utilized to identify and repair/replace failing meters and ensure meter accuracy to limit revenue loss.

Addendum B – Water Loss Control Technical Assistance Tasks
January 1, 2026, through June 30, 2027
(The Technical Assistance program was formerly on a Calendar Year schedule and is being moved to a Fiscal Year schedule. To facilitate this change, Addendum B covers an 18-month term from January 1, 2026, through June 30, 2027.)

Water Loss Control Technical Assistance services are provided by E Source, a utility research, data science, and consulting firm, selected by MWDOC through a competitive Request for Proposal (RFP) process. Technical Assistance focuses on analytical/data services to help agencies better understand the water loss in their systems, comply with state requirements, and make more informed decisions about what field interventions to undertake. The technical assistance tasks recommended by staff for January 1, 2026, through June 30, 2027, based on the City's needs, are described below.

Task 1 – Project Administration: Project administration is required by all participating agencies. It helps cover the costs associated with partnering with E Source, the consultant who provides the technical assistance, and the larger MWDOC group.

Task 2 – Water Audit Compilation: Since Addendum B has an extended term while it transitions from a Calendar Year (CY) schedule to a Fiscal Year schedule, E Source will assist the City with compiling, documenting, and completing the CY 2025 and CY 2026 Water Audits so they can be validated and submitted to the Department of Water Resources (DWR) by their required deadlines. Each water audit compilation will include estimating apparent and real water loss, assessing data availability and quality, and pro-rating the City's raw billing data to reduce lag-time effects of the City's eight bi-monthly billing cycles.

Task 4 – Billing Data Chain Assessment: E Source will assess the City's billing data for potential errors and/or inconsistencies, including mapping of the meter read collection and billing processes, comparing raw data across billing data management platforms (read collection system, billing data system, and reporting system), and identifying data transmission errors. Unlike the other recommended tasks, this assessment will not be repeated regularly. This assessment is recommended at this time to confirm the accuracy of the City's new water billing system to ensure that it is receiving and processing the AMI meter data correctly and that the raw billing data being reported for compliance purposes is complete.

FISCAL REVIEW
The cost of the selected tasks will be fully funded by the Water Utility Fund and expensed to the Water Conservation (500.50.50571.53550) and Meter M&R (500.50.50574.53010) accounts for the Public Works – Water Distribution division.

There is sufficient funding remaining in the FY 2025-26 Water Conservation account for the Addendum B Project Administration and CY 2025 Water Audit Compilation costs.

The FY 2026-27 budget allocates $30,000 for meter testing and repair, and $100,000 for water conservation efforts. Therefore, there are sufficient funds for the water loss control services selected by the City for FY 2026-27.

Water Loss Control Participation Agreement – Addenda A & B			
Account	**Task**	**FY 25-26**	**FY 26-27**
Addendum A – Shared Services – $22,246			
n/a	Task 1 – Water Audit Validation		no charge
500.50.50574.53010	Task 2 – Meter Accuracy Testing*		$22,246
Addendum B – Technical Assistance Tasks – $36,395			
500.50.50571.53550	Task 1 – Project Administration	$ 2,200	
500.50.50571.53550	Task 2 – Water Audit Compilation CY 2025 Audit CY 2026 Audit	 $11,240	 $11,240
500.50.50571.53550	Task 4 – Billing Data Chain Assessment**		$11,730
	Less Remaining Funds	-$ 15	
	Total	**$13,425**	**$45,216**

**All remaining funds provided to MWDOC for meter accuracy testing for FY 25-26 will be applied to the FY 2026-27 cost of meter accuracy testing. The final rollover amount will be determined at the end of FY 2025-26 after all scheduled work is completed.*
***The cost of the billing data chain assessment is $23,460. MWDOC will be requesting funding from the Metropolitan Water District of Southern California (MET) for 50% of the cost of the billing data chain assessment on behalf of the City. The $11,730 listed is the City's projected share of the cost.*

PUBLIC NOTIFICATION
Not applicable.

ENVIRONMENTAL IMPACT REVIEW
Not applicable.

ATTORNEY REVIEW
The Attorney for the City has reviewed and approved the Water Loss Control Participation Agreement, Addendum A, and Addendum B.

ALTERNATIVES

Alternative No. 1: Approve the Water Loss Control Participation Agreement with the Municipal Water District of Orange County, and the task elections identified in Addendum A – Water Loss Control Shared Services Election Form for FY 2026-2027 in an amount not to exceed $22,246 and Addendum B – Water Loss Control Technical Assistance Tasks, January 1, 2026 – June 30, 2027, in the amount of $36,395. This is the recommended action as it allows the City to benefit from MWDOC's water loss control program, comply with the annual validated water loss control audit requirements, and ensure the accuracy of water meters and billing data.

Alternative No. 2: Do not approve the Water Loss Control Participation Agreement. This is not recommended as it will prevent the City from participating in MWDOC's water loss control program, which

assists the City with State compliance while minimizing time-consuming administration and providing economy-of-scale cost savings.

Alternative No. 3: Approve the Water Loss Control Participation Agreement, but do not approve Addendum A – Water Loss Control Shared Services Election Form for FY 2026-2027 and/or Addendum B – Water Loss Control Technical Assistance Tasks, January 1, 2026 – June 30, 2027. This is not recommended as it will prevent the City from utilizing the water loss control services needed to comply with State requirements and ensure the accuracy of the City's water meters and billing data.

RECOMMENDATION

Staff recommends that the City Council approve Alternative No. 1, which is to approve the Water Loss Control Participation Agreement with the Municipal Water District of Orange County, and the task elections identified in Addendum A – Water Loss Control Shared Services Election Form for FY 2026-2027 in an amount not to exceed $22,246 and Addendum B – Water Loss Control Technical Assistance Tasks, January 1, 2026 – June 30, 2027, in the amount of $36,395.

Prepared by: Christine Smith, Senior Management Analyst

Reviewed by: Mark Sprague, Field Services Manager

Approved by: Scott Smith, Director of Public Works

Fiscal review by: Ryan Smith, Finance Director

Attorney review by: Colin Burns, Attorney for the City

Approved by: Maggie Le, City Manager

Attachments:

1. WLC Agreement with Addenda A and B
2. Advanced Billing Data Chain Assessment Proposal

WATER LOSS CONTROL PARTICIPATION AGREEMENT

This Water Loss Control Participation Agreement ("Agreement") is made and effective as of the 1st day of July 2026, by and between the Municipal Water District of Orange County ("MWDOC") and City of Fountain Valley ("Participating Agency"). MWDOC and Participating Agency may be collectively referred to as "Parties" and individually as a "Party."

RECITALS

A. MWDOC offers its member agencies ("Member Agencies") the benefits of certain programs known as choice services, that they may elect to participate in ("Choice Services"). These Choice Services provide cost-sharing and shared services components that allow a Participating Agency to obtain economies of scale and save money. If a Member Agency elects to receive certain Choice Services, the Participating Agency executes an agreement with MWDOC that sets forth the terms and conditions for those Choice Services.

B. With input from its Member Agencies, MWDOC previously prepared a Water Loss Control Shared Services Business Plan, which proposed five water loss control shared services ("Shared Services") to be provided to Member Agencies by MWDOC staff and, as necessary and as determined by MWDOC, by third-party vendors/contractors ("Contractor or Contractors").

C. MWDOC also entered into a professional services agreement with E Source Companies, LLC ("Consultant" or "E Source") for E Source to provide Water Loss Control Technical Assistance ("Technical Assistance") to Member Agencies ("Consultant Agreement").

D. The purpose of this Water Loss Control Participation Agreement is to create a unified agreement between MWDOC and Participating Agency that combines all of the water loss control Shared Services and Technical Assistance programs ("Programs") into one agreement. Addenda to this Agreement will be issued annually.

E. Participating Agency may elect which of the Shared Services and/or Technical Assistance (jointly referred to as WLC Services), if any, it wishes to receive from MWDOC by completing annual election forms ("Election Forms"). The Election Forms include the selected tasks, total required payments and costs, and any additional information and/or requirements specific to each Participating Agency. The annual Election Forms may also be used to tailor the types and amounts of WLC Services that each Participating Agency will receive, as well as the costs. The Election Forms are attached as Addenda A and B to this Agreement.

F. At the end of each year, the Participating Agency may change the WLC Services that it elects to receive for the following year by completing the annual Election Forms under this Agreement.

G. The Parties desire to enter into this Agreement, whereby the Participating Agency elects to receive, on the terms and conditions described herein, the water loss control shared services provided by MWDOC.

NOW THEREFORE, in consideration of the promises and covenants hereinafter set forth, the Parties do agree as follows:

TERMS

1. Scope of Services. MWDOC will provide the Participating Agency with the water loss control Shared Services and Technical Assistance identified in the Election Forms attached hereto as Addenda A and B. The actual scheduling of Shared Services and/or Technical Assistance shall be done only upon request of the Participating Agency. The Parties agree that MWDOC may provide the WLC Services by utilizing MWDOC staff or Contractors as determined by MWDOC.

2. Term of Agreement. This Agreement will be effective on July 1, 2026, and shall terminate on June 30, 2036 ("Term")

3. Administration of Consultant and Contractors. MWDOC will provide project management assistance regarding all Contractors and the Consultant, which includes working closely with and managing Contractors and Consultant to ensure compliance with any agreements, facilitating interactions between the Participating Agency and Consultant and/or Contractors, and communicating regularly with the Participating Agency regarding the Shared Services and/or Technical Assistance, as needed.

   3.1. MWDOC shall make payments to any Contractor and/or Consultant on a time and materials basis.

   3.2. Participating Agency shall provide all documents, information, and assistance requested by any Contractor and/or Consultant during the performance of the WLC Services.

   3.3. Addenda A and B are incorporated into this Agreement by reference and include separate attachments for Participating Agencies that include the selected tasks, total required payments and costs, and any additional information and requirements that are specific to each Participating Agency.

   3.4. Addenda A and B may be updated as Member Agencies execute this Agreement and become Participating Agencies or pursuant to mutual agreement between a respective Participating Agency and MWDOC.

4. Annual Election Addenda. Prior to July 1 of each year of the Agreement and consistent with the requirements of this Section, Participating Agency may change the Shared Services and/or Technical Assistance that it elects to receive for the following fiscal year (July 1 – June 30) by completing the annual Election Forms, which will replace and become new Addenda A and/or B to this Agreement ("Election Addenda" or "Election Addendum"). The Election Addenda may contain terms that differ from those in the initial

Election Forms, including adjustments to service types and the addition of new WLC Services as they become available.

5. Cost Sharing by Participating Agencies.

   5.1. MWDOC shall:

      5.1.1. Collect from Participating Agency upon execution of this Agreement the amount indicated in Addenda A and B that is specific to said Participating Agency, which is the total cost of the selected WLC Services for the Participating Agency.

      5.1.2. Inform the Participating Agency of any proposed extra work that would result in an increase in the payments under this Agreement. MWDOC and the Participating Agency must both approve such extra work before MWDOC will notify any Contractor or Consultant to proceed with the work.

      5.1.3. On or about February of each year, prepare a final annual accounting for the Participating Agency and either distribute any remaining funds collected back to the Participating Agency, consistent with the amounts in Addenda A and B, roll over any remaining funds for use by the Participating Agency in the following year or, when there are funds due, issue a final bill to the Participating Agency.

   5.2. Participating Agency shall:

      5.2.1. Pay to MWDOC upon execution of this Agreement, the full amount indicated in Addenda A and B that is specific to the Participating Agency.

      5.2.2. Pay to MWDOC, upon approval of any extra work, the full amount owed for any approved extra work. The Participating Agency shall bear all costs associated with extra work it approves.

6. Pricing and Payment. Participating Agency shall pay MWDOC for the WLC Services provided pursuant to this Agreement in the unit cost amounts for each type of elected WLC Service as set forth in Addenda A and B. The unit costs in Addenda A and B may be adjusted each year by MWDOC in MWDOC's discretion. MWDOC will provide each Participating Agency with notice of any changes to unit costs for the next fiscal year by March 1 of the previous fiscal year, and such adjusted costs shall be reflected in the Election Addenda. With respect to WLC Services that are provided by Contractors/Consultants who are under contract with MWDOC, MWDOC reserves the right to change the unit cost for such WLC Services if there is a change in unit cost by the Contractor, provided, however, that MWDOC gives the Participating Agency no less than sixty (60) days' notice of such change, during which period the Participating Agency may elect to terminate such WLC Services from the Election Addenda. In addition, Participating Agency is not obligated to request any WLC Services and is only required to pay for WLC Services performed by MWDOC at the request of Participating Agency.

7. Billing Procedure and Payment. Within thirty (30) days of receiving Addenda A and/or B, MWDOC shall invoice the Participating Agency for the full unit cost of the WLC Services that have been chosen by the Participating Agency for the upcoming fiscal year.

Participating Agency shall pay MWDOC within thirty (30) days of receipt of the invoice. In the event that there is a subsequent change in the scope of the WLC Services that were elected in Addenda A and/or B, MWDOC will provide a revised invoice for such change, and in the event that the change results in a credit to the Participating Agency, then the Participating Agency will have the option to apply the credit to the annual invoice for the next fiscal year or to be issued a refund.

8. Termination. Either Party may terminate this Agreement upon thirty (30) days' written notice to the other. In such an event, the Parties shall be responsible to each other for any obligations incurred prior to the termination date.

9. Standard of Care. MWDOC will require that all Contractor and/or Consultant services be performed in accordance with generally accepted professional practices and principles, and in a manner consistent with the level of care and skill ordinarily exercised in performing the WLC Services.

10. Accounting. MWDOC shall, for a reasonable time, keep accurate and detailed records of the WLC Services performed and the financial details in connection with such WLC Services, including all accounting books and records related to any payments to Contractors/Consultants (collectively, the "Records"). All Records must be maintained in accordance with generally accepted accounting principles applicable to local government agencies in the State of California and must be sufficiently complete and detailed to permit an accurate evaluation of the Services provided by MWDOC under this Agreement. Upon request from the Participating Agency, MWDOC will provide copies of the Contractor/Consultant invoices and MWDOC's payment records, and shall give the Participating Agency reasonable access, during normal business hours, to such Records.

11. Independent Contractor. The Consultant/Contractor is not a party to this Agreement and is not an employee or agent of MWDOC or any of the Participating Agencies, either as a result of this Agreement or because of the Consultant Agreement between MWDOC and the Consultant/Contractor. The Consultant/Contractor is an independent contractor to MWDOC.

12. Indemnification. MWDOC agrees to indemnify and hold the Participating Agency harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death (collectively, "Claims"), in any manner arising out of any sole and active negligent acts or willful misconduct of MWDOC in connection with the provision of WLC Services. MWDOC will require any Contractors/Consultants to indemnify and hold harmless Participating Agency from any and all Claims arising out of the negligent acts or willful misconduct of the Contractor/Consultant, its agents and employees, and Participating Agency agrees that it will look solely to the Contractor/Consultant for such Claims, provided, however, that MWDOC will act as the agent of the Participating Agency to enforce the terms of the indemnity with Contractor/Consultant and make any related insurance claims with respect to the insurance coverage provided by Contractor/Consultant. .

MWDOC shall use its best efforts in administering the Consultant Agreement, but makes no representations, guarantees, or warranties to the Participating Agency as to the quality

or timeliness of work product provided by the Consultant/Contractor pursuant to the Consultant Agreement. The Participating Agency agrees to indemnify MWDOC, its directors, officers, employees and agents against, and will hold and save them harmless from, any and all actions, claims, penalties, obligations or liabilities, in law or in equity, of every kind or nature whatsoever, that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of or in any manner directly or indirectly connected with the Consultant Agreement or E Source Services provided for the benefit of the Participating Agency. Participating Agency agrees and acknowledges that MWDOC is not responsible for the maintenance and quality of any of Participating Agency's facilities, and Participating Agency is responsible for any costs, expenses, liability, loss, damage, or injury of any kind, in law or equity, to property or persons, including wrongful death, arising from such.

13. Insurance. MWDOC shall obtain prior to commencing work and maintain in force and effect throughout the term of this Agreement, all insurance set forth below. MWDOC insurance is provided through the Association of California Water Agencies Joint Powers Insurance Authority and such other insurers as MWDOC may determine from time to time.

    13.1. **Workers' Compensation Insurance.** MWDOC will maintain workers' compensation insurance for its employees, covering all work covered by this Agreement, in accordance with applicable law. Upon request, MWDOC will provide an ACORD certificate of insurance or other certificate of insurance satisfactory to the Participating Agency, evidencing such coverage.

    13.2. **Liability and Other Insurance**. MWDOC will maintain during the term of this Agreement general liability coverage of not less than $1,000,000 per occurrence for bodily injury, personal injury and property damage; automobile liability (owned, scheduled, non-owned or hired) of at least $1,000,000 for bodily injury and property damage each accident limit; workers' compensation (statutory limits) and employer's liability ($1,000,000) (if applicable); requiring 30 days (10 days for non-payment of premium) notice of cancellation to Participating Agency.

    13.3. **Contractor Insurance Coverage**. If MWDOC employs Contractors to provide services covered by this Agreement, MWDOC shall require that each Contractor meet MWDOC's minimum insurance requirements. Contractor will provide a certificate of insurance to MWDOC, which will be required to name MWDOC and Participating Agencies as additional insureds to any Consultant or Contractor's liability coverage.

    13.4. **Expiration of Coverage**. If any of the required coverages expire during the term of the Agreement, MWDOC and its Contractors, as applicable, shall provide updated renewal certificate(s), including the general liability additional insured endorsement, at least ten (10) days prior to the expiration date.

14. Independent Contractor. MWDOC shall act as an independent contractor in the performance of the WLC Services provided for in this Agreement and shall furnish such WLC Services in MWDOC's own manner and method, and in no respect shall MWDOC or any of its agents be considered an agent or employee of Participating Agency. No provisions of this Agreement shall be intended to create a partnership or joint venture between MWDOC or any of its agents and Participating Agency, and neither Party shall

have the power to bind or obligate the other Party, except as expressly set forth in this Agreement.

15. Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following addresses, or at such other address as the respective parties may provide in writing for this purpose. Such notice shall be deemed made when personally delivered or sent via commercial overnight courier and shall be effective upon receipt. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

MWDOC:
Harvey De La Torre, General Manager
Municipal Water District of Orange County
18700 Ward St.
P.O. Box 20895
Fountain Valley, CA 92728

Participating Agency:
Rick Miller, City Clerk Administrator
City of Fountain Valley
10200 Slater Ave.
Fountain Valley, CA 92708

16. Jurisdiction and Venue. In all matters concerning the validity, interpretation, performance, or effect of this Agreement, the laws of the State of California shall govern and be applicable. The Parties hereby agree and consent to the exclusive jurisdiction of the courts of the State of California, and that venue of any action brought hereunder shall be in Orange County, California.

17. Counterparts and Facsimile. This Agreement may be executed by the Parties in counterparts, which counterparts shall be construed together and have the same effect as if all the Parties had executed the same instrument. Counterpart signatures may be transmitted by facsimile, email, or other electronic means and have the same force and effect as if they were original signatures. All parties have participated in the drafting of this Agreement.

18. Severability. If any provision of this Agreement shall be held illegal, invalid, or unenforceable, in whole or in part, the legality, validity, and enforceability of the remaining provisions shall not be affected thereby.

19. Entire Agreement. This Agreement contains the entire agreement of the Parties relating to the subject matter hereof, and the Parties have made no agreements, representations, or warranties, either written or oral, relating to the subject matter hereof that are not set forth herein. Except as provided herein, this Agreement may not be modified or altered without prior written approval from both parties.

20. Authority to Execute. Each Party represents and warrants to the other Party that all necessary action has been taken by such Party to authorize the undersigned to execute this Agreement and to bind it to the performance of its obligations hereunder.

21. Incorporation of Recitals. The Recitals and section titles set forth herein are incorporated herein and are an operative part of this Agreement.

IN WITNESS WHEREOF, the Parties have hereunto affixed their names as of the day and year thereinafter written, which shall be and is the effective date of this Agreement.

MWDOC:

_____

Date _____
Harvey De La Torre
General Manager
Municipal Water District of Orange County

Approved as to Form:

_____

Date _____
Name: Joseph Byrne, Esq.

PARTICIPATING AGENCY:

_____

Date _____
Name: Jim Cunneen
Title: Mayor
Agency: City of Fountain Valley

Approved as to Form:
Harper & Burns LLP, Attorneys for the City

_____

Date 5/20/2026

Name: Colin Burns

Approved as to Content:

_____

Date 6/2/2026
Name: Scott Smith
Title: Director of Public Works
Agency: City of Fountain Valley

ADDENDUM A

Water Loss Control Shared Services Election Form

Fiscal Year 2026-2027

FY26-27 Water Loss Control Shared Services	
Agency:	City of Fountain Valley
Contact Person:	Christine Smith, Senior Management Analyst
Contact E-mail:	christine.smith@fountainvalley.gov
Contact Phone:	714-593-4603
Task 1:	**Water Audit Validation**

Water audit validation will be conducted at Level 1 in accordance with the methodology established in the Water Research Foundation project 4369: *Level 1 Water Audit Validation Guidance Manual*.

Water audit validation aims to identify and appropriately correct for inaccuracies in water audit data and the application of methodology. Furthermore, validation also evaluates and communicates the uncertainty inherent in water audit data. To accomplish these goals, MWDOC's validation Shared Service will follow the steps published in the Water Research Foundation *Level 1 Water Audit Validation Guidance Manual. The process will include:*

- Review the water audit and supporting documentation.
- Review performance indicators for evidence of inaccuracy.
- Review audit inputs and data validity grades and confirm correct application of methodology in a Level 1 validation interview. Adjust inputs and data validity grades, if necessary.
- Review performance indicators again for evidence of persisting inaccuracy.
- Document results.

MWDOC's validation Shared Service will also employ the California-specific additional guidance developed by the California Water Loss Technical Assistance Program and subsequently taught in the Water Audit Validator (WAV) certificate course.
Validation results will be documented in a format acceptable to the Department of Water Resources. Templates for this format have been published by the California- Nevada section of the American Water Works Association on their WAV Certification webpage.

Deliverables include:

- Level 1 Validation Summary Notes
- Certified Validation Report (signed by validator)

__X__ Yes ___ No $ $0.00	Water Balance Validation is a Core service provided by MWDOC to its member agencies at no cost. MWDOC member agencies are requested to check the box to the left indicating their choice to have MWDOC validate their annual water balance. The Cities of Anaheim, Fullerton, and Santa Ana may access MWDOC's Water Audit Validation service for a fee of $990 per validation.

Task 2:	Meter Accuracy Testing

Customer meter accuracy testing enables an agency to measure a retail meter's performance and, consequently, the throughput that the meter fails to register. By measuring a meter's inaccuracy, an agency can understand the financial loss it causes and develop a plan to manage meter performance within its system.

Customer meter tests will be conducted in accordance with the methodology set forth in American Water Works Association manual M6, *Water Meters – Selection, Installation, Testing, and Maintenance*. The stipulations in manual M6 include:

- Specific low, medium, and high flow rates for each meter type and size
- Minimum test volume by flow rate and meter size
- Generally acceptable accuracy limits for new and repaired meters

M6 also enumerates test procedures for laboratory tests and field tests that MWDOC staff and/or contractors will be required to follow.

Agencies can choose between two customer meter accuracy testing service providers: McCall's Meters, Inc. or Westerly Meter Service Company. The Meter Accuracy Testing (MAT) Worksheet, Attachment 2 to this document, summarizes the fees for each meter accuracy testing service provider. Note that the fees are slightly different between providers. As a result, each service provider has its own MAT Worksheet. Agencies will need to:

- Select the meter accuracy testing company of their choice,
- Identify the number and sizes of meters to be tested (green data entry cells), and
- Estimate the number of meetings (McCall's) or hours and mileage (Westerly) for meetings with the selected company.

This worksheet should be used to calculate the total cost for meter accuracy testing services for your agency. The cost estimate calculated in the MAT Worksheet should be entered into the shaded cell immediately below. E Source is available to assist agencies in quantifying the number and sizes of meters to be tested, and in interpreting the results, as part of Task 3: Component Analysis of Apparent Losses.

Small-meter (5/8 – 2 inch) testing will require agencies to remove the meters from the field and deliver them to the selected meter-testing company. Meter testing company locations are provided below. Large meters (3 inches and larger) will be tested in-situ.

McCall's Meters, Inc.
1498 Mesa View Street
Hemet, CA 92543
(951) 654-3799

Westerly Meter Company
1937 W. Eleventh St. Suite E
Upland, CA 91786
(951) 205-3725

Deliverables include:

- Meter accuracy testing results
- Warehousing of test results data

$ 346	MWDOC Administrative Fee Charged Per Meter Accuracy Test Invoice Processed, Not to Exceed Four Charges per Fiscal Year = $346
$ 21,900	Input the total dollar amount calculated in the MAT Worksheet. Task 2 Total
$ 22,246	

Task 3a:	Distribution System Leak Detection

Leak detection will be conducted using a comprehensive acoustic survey, meaning that leak detection technicians will sound all accessible appurtenances regardless of spacing distances. The following protocols will be adopted for leak detection:

- **Sounding points:** Physical contact and sonic leak sound amplification will occur for each hydrant, and customer service connection. Valves may be used as contact points, if necessary.
- **Sonic ground listening (hard cover):** When normal contact points are not available or cannot be created within a reasonable distance, sonic ground listening devices will be used by making ground contact directly over the pipe at intervals no greater than six (6) feet when ground cover is pavement, concrete, or a similar hard surface. If excessive ambient noise precludes the effectiveness of the ground listening device in an area during daytime hours, then survey will be considered during nighttime hours. Such situations will be pre-approved with retail agency staff before any night surveying is undertaken.
- **Sonic ground listening (soft cover):** When normal ground contact points are not available and ground cover is not a hard surface, probe rods will be used at 10-foot intervals. A sound amplifier will be used on probe rods
- **Verification:** All indications of leaks found during initial survey will be verified a second time, after which the leak will be pinpointed with a computer-based leak sound correlator whenever possible. Pinpointing leak locations through interpretation of sound intensity, whether by ear, decibel metering, or comparable methods, will be used when contact points are available for access with a computer-based leak sound correlator.

MWDOC staff will perform distribution system leak detection at a cost of $350 per mile of distribution main surveyed for MWDOC member agencies and $374 per mile for non-member agencies. Metropolitan will contribute $170 per mile thereby reducing the cost to $180 per mile to member agencies. Deliverables include:

- Distribution System Leak Detection Plan
- Weekly progress reporting and leak verification
- Final Reporting
- Training for measuring leak rates in gallons per minute

Please note that in order to be eligible to receive Metropolitan funding, participating agencies must provide leak repair results. **All leaks must be investigated, repaired, or slated for repair, and their status reported to MWDOC within 60 days of the completion of the leak survey**. If a MWDOC member agency does not report this information to MWDOC within 60 days, the member agency will have to pay the full cost of the survey at $350 per mile. MWDOC may also perform visual/acoustic verification of repairs as needed to satisfy Metropolitan funding requirements.

Participating agencies must elect a minimum of 50 miles or the full system, whichever is less.

$_____	Task 3a total = ___ miles X $180 for MWDOC Member Agencies Task 3a total = ___ miles X $374 for the Cities of Anaheim, Fullerton, and Santa Ana

Task 3b:	Suspected Leak Survey

MWDOC staff will perform a suspected leak survey at a cost of $683 per leak investigation. The methodology to detect suspected leaks will employ the same process described in Task 3a. Deliverables include:

- Suspected leak consultation
- Field leak investigation
- Written report and pinpointed leak location

Please note that pricing may vary if the suspected leak survey area extends beyond one city block. For assistance in determining suspected leak survey costs for your needs, please contact Rachel Davis at the number or e-mail address below.

Municipal Water District of Orange County Rachel Davis
Water Loss Control Programs Supervisor (714) 593-5308
rdavis@mwdoc.com

Please see Attachment 1 for more details.

$	Task 3b Total = _____ number of suspected leaks X $683

Task 4:	Distribution System Pressure Survey

The methodology used for pressure surveying depends on the survey goal of: 1) Average zonal and system pressure survey, or 2) Pressure transient survey using high frequency logger. Methodology must be agreed upon with each agency before surveying begins. The methodology to be determined includes:

- Logger settings (e.g., sampling and recording frequencies)
- Logger deployment locations
- Logger deployment durations
- Analysis of data after logger retrieval

1) Average Zonal and System Pressure Survey

Pressure loggers can be deployed to evaluate the pressure range in a system or zone, which can then be used to estimate the average system or zonal pressure. Loggers should be placed strategically to capture the highs and lows of each pressure zone in the system. The survey methodology must be tailored to the infrastructure being studied.

2) Pressure Transient Survey

A pressure transient survey identifies instantaneous, damaging pressure swings caused by infrastructure malfunctions, sudden and significant demand changes, or rapid hydrant operation. Pressure transients move quickly and can only be identified with a high sampling frequency. At a minimum, loggers should be deployed immediately upstream and downstream of pressure-regulating infrastructure suspected of transient production.

The resulting data analysis will include:

- Transient identification using a relative or absolute amplitude threshold
  - Absolute: transient amplitude
  - Relative: ratio of transient amplitude to average location pressure
- Temporal transient alignment to study the direction and speed of transient propagation

MWDOC staff will perform a distribution system pressure survey at a cost of $4,157 per 8-logger survey.

$	Task 4 Total = _____ number of 8 logger surveys X $4,157.

Fiscal Year 26-27 Year 8 Summary of Shared Services Elections: (transfer total for each Shared Service above to this summary table)		
Task 1:	**Water Audit Validation**	_X_ Yes ___ No $ (3-Cities only)
Task 2:	**Meter Accuracy Testing** Total Elected Amount Less Rollover Funds to be Applied *Indicate task #(s) to move $ from Task # 2	$ 22,246 $ TBD end of FY 25-26
Task 3a:	**Distribution System Leak Detection** Total Elected Amount Less Rollover Funds to be Applied *Indicate task #(s) to move $ from	$_____ $_____
Task 3b:	**Suspected Leak Survey** Total Elected Amount Less Rollover Funds to be Applied *Indicate task #(s) to move $ from	$_____ $_____
Task 4:	**Distribution System Pressure Survey** Total Elected Amount Less Rollover Funds to be Applied *Indicate task #(s) to move $ from	$_____ $_____
	Total Elected Amount:	$22,246
	Less Total Rollover Funds to be Applied:	$ TBD end of FY25-26
	Total Amount to be Invoiced:	$ not to exceed $22,246

(continues on next page)

Check One;

☐ Invoice Upon Receipt
☒ Invoice July 1, 2026

By:	By:
Date:	Date:
Harvey De La Torre, General Manager	Name: Jim Cunneen Title: Mayor
Municipal Water District of Orange County	Agency: City of Fountain Valley

Approved as to Form
Harper & Burns LLP, Attorneys for the City

By:

Date: 5/20/2026

Name: Colin Burns

Approved as to Content

By:

Date: 6/2/2026

Name: Scott Smith
Title: Director of Public Works

Attachment 1

Water Loss Control Shared Services
Suspected Leak Survey

Background:

MWDOC's Suspected Leak Survey Shared Services has evolved into two distinct elections based on the varying needs of member agencies. The first election is a Known Area Suspected Leak Survey of an isolated geographic area and requires a simple and limited investigation. The "Known Area" leak survey is billed at a flat rate as defined in Task A below. The second election is an Unknown Area Suspected Leak Survey of a broader geographic area and requires significantly more investigation and time to complete than a "Known Area" survey. The "Unknown Area" leak survey is billed based on actual time spent planning, executing, and reporting the investigation.

MWDOC staff will evaluate each suspected leak investigation request and inform the requesting agency whether the investigation falls under Task A or Task B, as described below. Before initiating the "Unknown Area" leak survey, MWDOC staff will provide the requesting agency with an estimated, not-to-exceed cost for the investigation.

Task A:	**Known Area Suspected Leak Survey**
MWDOC staff will perform a suspected-leak survey at a cost of $651 per investigation. The leak investigation area shall not exceed one standard city block. MWDOC will listen to all meters and hydrants within the survey area using appropriate acoustic equipment. Digital Correlating loggers will be placed on valves and other appurtenances as needed to perform leak correlations. These loggers are more sensitive than the human ear, accurately registering and locating leaks by tuning into the leak's digital sound signature. Other techniques, such as visual inspection and chlorine residual testing, may be used if applicable. Deliverables include: • Suspected leak consultation • Field leak investigation • Written report documenting findings and leak location if found	
$	A Total = ____ number of suspected leaks X $683

Task B:	**Unknown Area Suspected Leak Survey**
MWDOC staff will perform a suspected leak survey at its cost, including time and materials. The leak investigation area may expand beyond a city block and may change during the course of the investigation. MWDOC will listen to meters and hydrants within the survey area using Acoustic Digital Water Leak Detectors. Correlating loggers will be placed on valves and other appurtenances as needed to perform leak correlations. These loggers are more sensitive than the human ear, accurately registering and locating leaks by tuning into the leak's digital sound signature. Other techniques such as visual inspection and chlorine residual testing may be used if applicable. Deliverables include: • Suspected leak consultation • Field leak investigation • Written report documenting findings and leak location, if found Note that the value below is an estimated, not to exceed cost. Because the exact location of the leak is not known and may evolve during the survey, the estimated cost is also subject to change.	
$	Task B Estimated Total based on Time and Materials = $____

Attachment 2

Meter Accuracy Testing (MAT) Worksheet
McCall's Meters, Inc.

McCall's Meters, Inc.
Meter Accuracy Testing Fee Worksheet

Participating Agency: _____

Contact Person: _____ **Phone**

& Email: _____

	Rate	Quantity	Total
Small Meter Testing			
5/8 - 1 in.	$45.00		$
1 1/2 in. and up	$60 to $65 (1)		$
3 in. Turbine	$80.00		$
Large Meter Testing			
3 in and up.	$225 (2)		$
Rates for Pickup or Delivery of Meters	$125/hour		
Rates for attending meetings	$125/day		$
Total:			$

(1) Fixed rate of $60 for non-turbine meters and $65 for turbine meters.

(2) Requires a minimum of 4 meters per day; If less than 4 tests, a portal-to-portal fee of $125 will be charged.

Attachment 2

Meter Accuracy Testing (MAT) Worksheet
Westerly Meter Service Company

	Rate	Quantity	Total
Small Meter Testing			
5/8 - 1 in.	$30.00	30	$900
1 1/2 in. and up	$70.00		$
3 in. Turbine	N/A		$
Large Meter Testing			
3 in and up.	$200	105	$21,000
Rates for Pickup or Delivery of Meters	No Charge (1)		
Rates for attending meetings	$150/hr. + mileage		$
Total:			$21,900

(1) No charge for orders transport of over 50 meters. Transport of less than 50 is based on time and mileage

Participating Agency: City of Fountain Valley
Contact Person: Joseph Macias
Phone & Email: 714-593-4625 joseph.macias@fountainvalley.gov

ADDENDUM B
January 1, 2026 through June 30, 2027
Water Loss Control Technical Assistance Tasks

TASKS 1	PROJECT ADMINISTRATION
Project administration: *Partner with E Source and the larger MWDOC group (Required)* ● Communication ● Systems of data collection and management ● Travel expenses ● Invoicing	
$2,200	*Project administration*

TASK 2	WATER AUDIT COMPILATION
Task 2: Water audit compilation: *Estimate apparent and real water loss. Assess data availability and quality* ● Water audit data collection and review ● Raw billing data validation (study of completeness and consistency, pro-rating to reduce lag-time effects) ● Water audit compilation ● Water audit documentation in preparation for level 1 validation	
$11,240	*Task 2: Water audit compilation*

TASK 3	SOURCE OR PRODUCTION METER VOLUMETRIC ACCURACY TESTING
Task 3: Source/Production meter volumetric accuracy testing: *Design and conduct a volumetric source meter accuracy test* *Establish a field-validated water-supplied baseline for the water audit* *Document test procedures for future meter accuracy investigation* ● Site visit and test design ● Volumetric accuracy test with comparative meter or reservoir reference volume ● Data chain assessment (“loop audit” or SCADA calibration), if relevant ● Test results analysis and documentation ● Test procedure documentation	
$9,270	*Task 3: Volumetric production meter accuracy test, per meter.*

TASK 4	BILLING DATA CHAIN ASSESSMENT
Task 4: Detailed custom billing data chain assessment: *Assess billing data for potential errors and/or inconsistencies* ● Mapping of meter read collection and billing process ● Comparison of raw data across billing data management platforms (read collection system, billing data system, and reporting system) ● Identification of data transmission errors - misreads, zero reads, dropped reads, duplicated reads, etc.	
Varies	*Task 4: Billing data chain assessment.*

TASK 5	COMPONENT ANALYSIS

Task 5a: Component analysis of real losses – Gap Analysis:

Assess repair data in preparation for a real loss component analysis.

- Collection of leakage repair documentation
- Evaluation and summarization of repair data
- Identification of gaps in repair documentation
- Memo documenting recommendations for repair data improvements and documentation

Task 5b: Component analysis of real losses:

Establish the distribution system's unique leakage profile

Determine cost-effective leakage management strategies for the short-, medium-, and long-term

- Collection of leakage repair documentation
- Evaluation of repair process documentation
- Determination of unique leakage profile (background, unreported, and reported leakage)
- Analysis of cost-effective intervention against leakage
- Leak management program design

Task 5c: Component analysis of apparent losses:

Assess customer meter inaccuracy

Value apparent losses

Design an apparent loss management strategy

5c-1: Small Meter Test Strategy & Sample - $7,680

- Facilitate discussions to understand agency goals for customer meter testing
- Develop test strategy based on agency goals

5c-2: Small Meter Test Sample - $3,280

- Develop meter sample based on pre-defined test strategy (if test strategy has not been defined, consider signing up for Small Meter Test Strategy & Sample)

5c-3: Small Meter Test Data Analysis - $7,920

- Analyze small customer meter test data
- Note: Agency must complete small customer meter testing to execute this task. See shared services contract for customer meter testing options and costs if necessary.

5c-4: Large Meter Test Design - $3,960

- Develop large meter test design including testing schedule
- Test design employs least cost of ownership model to prioritize large meters for testing

5c-5: Large Meter Test Data Analysis - $6,080 typical cost (discuss pricing with E Source. Pricing based on test data and billing data availability)

- Analyze large customer meter test data
- Note: Agency must complete large customer meter testing to execute this task. See shared services contract for customer meter testing options and costs if necessary.

$5,560	*Task 5a: Component analysis of **real losses – Gap Analysis***
$16,180	*Task 5b: Component analysis of **real losses***
	*Task 5c: Component analysis of **apparent losses** (meter testing budget through Shared Service Contract is also required if testing cannot be conducted in-house)*
$8,560	*5c-1: Small Meter Test Strategy & Sample*
$3,660	*5c-2: Small Meter Test Sample*
$8,840	*5c-3: Small Meter Test Data Analysis*
$4,420	*5c-4: Large Meter Test Design*
Varies	*5c-5: Large Meter Test Data Analysis $6,780, typical (discuss pricing with E Source. Pricing based on test data and billing data availability)*

TASK 6	SWRCB WATER LOSS STANDARD ASSISTANCE

Task 6a: Information Order Response Assistance:
Document response to Information Orders from the SWRCB related to compliance with the Water Loss Standard.

- Compilation of results and findings from related activities to date
- Memo documenting response to Information Order

Task 6b: Off-Ramp Assistance:
Document compliance with Off-Ramp criteria

- Collection of relevant data and supporting documents
- Document activities and/or data proving compliance with each Off-Ramp criterion
- Compilation of Off-Ramp request

Task 6c: Economic Model Custom Input Evaluation:
Calculate custom inputs and compile supporting documents for the SWRCB's economic model.

- Request and compilation of relevant data (e.g. leak repair documentation, leak detection results, financial data, infrastructure data, etc.)
- Review of data collected to identify what custom inputs may be calculated
- Calculation of customized value for inputs where the minimum data threshold is met
- Compilation of supporting documents for input adjustment application
- Assistance with creating memo to the SWRCB, requesting custom input adjustment

Task 6d: Questionnaire Response Assistance
Document responses to SWRCB required reporting (Data Quality, Pressure Management, Asset Management, and/or Leak Registry)

- Request and compilation of relevant data
- Review of data collected
- Calculation and/or narration of response to each question
- Review of responses with agency staff
- Assistance with submitting response to questionnaire

$ Varies, Discuss with E Source	*Task 6a: Information Order Response Assistance*
$6,060	*Task 6b: Off-Ramp Assistance*
$ Varies, Discuss with E Source	*Task 6c: Economic Model Custom Input Evaluation*
$ Varies, Discuss with E Source	*Task 6d: Questionnaire Response*

TASK 7	WATER LOSS TEAM DEVELOPMENT

Task 7a: Team Development Process Maps:
Establish a water loss team roster
Document processes related to water audit data collection

- Interviews with staff
- Identification of key water loss team members
- Document and map water loss data collection processes

Task 7b: Educational Workshops:
In-person educational workshop with agency staff to provide water loss background and connect day-to-day tasks with water loss calculation.
Workshops will offer an opportunity to elicit feedback from staff and prepare them for upcoming projects and data requests.

- Development of slides and materials for meeting
- Travel to agency
- Facilitation of educational workshop

$7,560	*Task 7a: Team Development Process Maps*
$5,680	*Task 7b: Educational Workshops*

TASK 8	LEAK SIMULATION MODEL

Task 8: Leak Simulation Model:
Quantify the impacts of leak detection technique accuracy on achievable overall system loss rates and projected workload
Evaluate the cost-benefit of leakage control strategies under varying assumptions of fundamental leakage characteristics.

- Collection of leakage repair documentation
- Assessment of unique leakage profile
- Consider sub-system level infrastructure characteristics and their impact on loss rates, including pipe-segment level data for likelihood and consequence of failure, *if available*.
- Provide an intuitive visualization of the water distribution system that shows how leakage control strategies are implemented and their resulting impact on individual leaks and system-level leakage rates.
- Estimate future system-wide loss rates under varying assumptions for leakage characteristics and loss recovery efforts that can be compared with state regulatory targets or other performance goals.
- Project the workload required to implement and maintain various leakage management strategies, including manual acoustic leak detection, automated acoustic noise loggers, satellite leak detection.

$ Varies, Discuss with E Source	*Task 8: Leak Simulation Model*

TASK 9	WATER LOSS PILOT PROGRAM MANAGEMENT AND EVALUATION

Task 9: Water Loss Pilot Program Management and Evaluation:

Develop a pilot plan to assess the effectiveness of leakage management technologies/strategies

- Collection of previous water audits and repair data
- Development of pilot plan detailing the leakage management techniques to be piloted, scale of implementation, and level of effort required from participating agency staff
- Work with participating agency to vet and manage technology providers
- Tracking and collection of data during pilot implementation
- Recommend metrics to evaluate the success of the pilot program and identify data collection necessary to calculate metrics
- Report on the performance of each pilot technology and recommend next steps necessary for full system implementation

$ Varies, Discuss with E Source	*Task 9: Water Loss Pilot Program Management and Evaluation*

TASK 10	WATER LOSS STANDARD COMPLIANCE PLAN

Task 10: Water Loss Standard Compliance Plan:

Develop a Water Loss Compliance Plan to assist with meeting the Water Loss Standard

- Review the participating agency's Water Loss Standard modeled by the SWRCB
- Evaluate data uncertainty and recommendations for data improvement
- If available, consider results of leak simulation model, real loss component analysis, and/or pilot results
- Develop a timeline, cost estimate, and key milestones associated with the Water Loss Compliance Plan, based on existing data sources

$ Varies, Discuss with E Source	*Task 10: Water Loss Standard Compliance Plan*

TASK 11	MISCELLANEOUS WATER LOSS TECHNICAL ASSISTANCE

Task 11: Miscellaneous Water Loss Technical Assistance

For tasks not covered in Tasks 1-10, provide agency technical assistance for water loss analysis and/or compliance with State regulations.

- Assess level of support and associated costs through consultation with E Source
- E Source to provide cost proposal before proceeding
- Cost proposal shall be developed in accordance with hourly rates in Technical Assistance Program Contract

$ Varies, Discuss with E Source	*Task 11: Miscellaneous Water Loss Technical Assistance*

Addendum B

January 1, 2026 through June 30, 2027
Water Loss Control Technical Assistance Tasks

Participating Agency: City of Fountain Valley
Cost Sheet for Selected Water Loss Control Services with E Source

Tasks: (All tasks are performed by E Source)	Task Cost	Selected Service	Met Funding Request (up to 50% of task cost)
Task 1 – Project Administration and Progress Reporting *(Required)*	$2,200	$2,200	
Task 2 – Water Audit Compilation **CY 2025 & CY 2026**	$11,240	$22,480	
Task 3 – Source or Production Meter Volumetric Accuracy Testing	$9,270	$	
Task 4 – Custom Detailed Billing Data Chain Assessment	*Varies*	$11,730	$11,730
Task 5 – Component Analysis			
Task 5a: Component Analysis of Real Losses – Gap Analysis	$5,560	$	
Task 5b: Component Analysis of Real Losses	$16,180	$	
Task 5c: Component Analysis of Apparent Losses	*Varies*	$	
Task 6 – SWRCB Water Loss Standard Assistance			
Task 6a: Information Order Response Assistance	*Varies*	$	
Task 6b: Off-Ramp Assistance	$6,060	$	
Task 6c: Economic Model Custom Input Evaluation	*Varies*	$	
Task 6d: Questionnaire Response Assistance	*Varies*	$	
Task 7 – Water Loss Team Development			
Task 7a: Team Development Process Maps	$7,560	$	
Task 7b: Educational Workshops	$5,680	$	
Task 8 – Leak Simulation Model	*Varies*	$	
Task 9 – Water Loss Pilot Plan and Evaluation	*Varies*	$	
Task 10 – Water Loss Compliance Plan Development	*Varies*		
Task 10a: Water Loss Compliance Plan Development		$	
Task 10b: Water Loss Compliance Plan Updated		$	
Task 11 – Miscellaneous Water Loss Technical Assistance	*Varies*	$	
Rollover Funds to be Applied:		$15.00	
FY 25-26 - $13,425 FY 26-27 - $22,970 — New Amount to be Invoiced (Task Totals Less Rollover Funds)	Total:	$36,395	

This Cost Sheet may be updated upon mutual consent of the parties as indicated in writing.

By:	By:
Date:	Date:
Harvey De La Torre, General Manager	Title: Jim Cunneen, Mayor
Municipal Water District of Orange County	Agency: City of Fountain Valley

Approved as to Form
Harper & Burns LLP, Attorneys for the City

Approved as to Content
Scott Smith, Director of Public Works

E Source

Advanced Billing Data Chain Assessment

April 2026

Motivation

The City of Fountain Valley delivers roughly 8,200-acre feet of potable water to approximately 57,000 people annually. Accurate and reliable metering, registering, recording, and ultimately billing their customers for this service is paramount to ensuring both customer satisfaction, as well consistent and reliable water audit reporting to the state.

The City of Fountain Valley recently converted their billing database of record from Tyler Encode to Tyler Munis. In the process the city lost access to previously configured water consumption reports that were relied upon for monthly and annual reporting to the state. During the changeover process, city staff worked together, and with the Tyler representatives, to recreate these consumption reporting functionalities.

To ensure that billing cutover to the new system, as well as the newly configured consumption queries, were completed without introducing errors, the City of Fountain Valley staff has engaged with E Source's Water Loss Consulting group through the MWDOC Water Loss Control Technical Assistance Program to provide a detailed billing data chain assessment. Through this detailed assessment, the City of Fountain Valley will ensure their billing system and consumption queries are robust and working as expected.

Scope

Through pre-scoping meetings E Source understands that the City of Fountain Valley is currently utilizing the Tyler Technologies Munis billing platform. The city made this switch in April 2025 from Tyler's Encode billing platform. Given the new platform, the city is interested in investigating the integrity of the system for use in water consumption reporting.

In this task, E Source will examine the underlying database functionality focusing on the period surrounding the switch form the Encode database to the Munis database. Additional analysis will focus on the functionality and completeness of the newly created custom reporting functionality to ensure it is best serving the intended purposes.

Sub-tasks

- **Database Documentation/Schema Review:** E Source will review any available documentation describing the billing database structure, if available. Ideally documentation would include each table or view available in the database, a list of fields in each, and identifiers for key fields used in database joins. E Source will also aim to

 © E Source

understand each of the ID fields in use, such as location, customer, and meter ID, and how they relate to one another.

- **Detailed Data Analytics**: This sub-task involves analyzing the utility's billing data for discrepancies, outliers, and trends to identify potential anomalies or issues within the datasets. Statistical analysis and exploratory data analysis techniques will be employed to gain insights into the quality and integrity of the datasets. Additionally, this analysis will further verify summary consumption records by building queries directly from the underlying datasets that are housed in the billing database of record. These analyses will allow the city to be confident that the data, as well as the processes for producing summaries from the data, are reliable and accurate.
    - This sub-task requires raw data exports from the utility's database. Data that is commonly requested in support of this sub-task is outlined Appendix A.
- **Reporting:** E Source will report on the results of all analyses completed including recommendations to modify data and/or data collection/review practices as needed.

Deliverables

- **Data Analysis Report**: A report describing the outcomes of the raw billing tables and custom query output(s), including consumption distributions, summary statistics, and potential anomalies (e.g. data duplications, discrepancies, gaps).

Pricing

The above-described scope is estimated at a total not-to-exceed price of $23,460.

Task	
Kickoff/Interim/Close out Meetings	$2,180
Data Request Support	$840
Database Schema Review and Detailed Data Analytics	$13,880
Final Reporting	$6,560
Total	**$23,460**

 © E Source

Appendix A

E Source's billing database analysis usually involves exporting raw, unedited versions of database tables in the following functional areas. By analyzing raw data, the level of effort for utility staff to develop a custom query is much reduced, and E Source can better confirm the expected function of the underlying database independent from other more complex queries. This approach does involve some more upfront education so that E Source analysts learn about the underlying database structure to ensure accurate analysis.

- **Raw AMI Meter Reading Data:** Stores the raw readings received from the AMI system. Each record may include a unique ID, the ID of the meter (as a foreign key linking to the Meter & Register Inventory table), the timestamp of the reading, and the raw reading value. It is important to review and confirm that the consumption values pulled directly from the meters are transferred correctly and completely to the billing data base of record before any further integrity analyses are conducted.
- **Meter & Register Inventory:** This table (or set of tables) contains a comprehensive list of all meters and registers within the water utility network. Information stored may include unique identifiers for each meter and register, the type/model, the installation date, the last maintenance or replacement date, the location (often as a foreign key linking to the Locations/Service Points table), and other relevant details. This data allows for efficient tracking, servicing, and replacement of meters and registers.
- **Meter Readings:** This table (or set of tables) keeps track of all readings taken from each water meter. Each record in the table would likely include a unique reading ID, the ID of the meter and register (as a foreign key linking to the Meter & Register Inventory table), the date and time of the reading, the reading value, and potentially a field indicating whether the reading was performed manually or automatically.
- **Locations / Service Points:** This table stores information about each unique service location in the utility's service area. Records in this table could include a unique location ID, the physical address, geolocation data, the customer associated with the location (as a foreign key linking to a customer table), the type of service (e.g., residential, commercial, industrial), the meter installed at the location, and other relevant details.
- **Adjustments & Estimates:** This table is used to record any adjustments made to the billing or any estimates used in the absence of actual readings. Each record would likely include a unique ID, the related meter reading or customer (as a foreign key), the date and time of the adjustment or estimate, the reason for the adjustment or estimate, and the value of the adjustment or estimate. This table ensures accurate and transparent accounting of all changes made to standard meter readings, supporting fair and understandable billing practices.

Within each of these functional areas, E Source's analysis often involves the fields/columns on the following page, although this can vary from client to client:

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Table 1: Billing Analysis Fields of Interest

Field Name	Description
Location ID	A unique identifier for a parcel or service connection in the water system, similar to an address.
Customer ID	A unique identifier for a customer at a given location. Ideally the customer ID represents the customer that was served when the reading was collected.
Meter ID	A unique identifier for a meter at a given location for each reading. Ideally the meter ID represents the meter that was installed when the reading was collected.
Register ID	A unique identifier for a meter's register, or other device that generates the digits of a meter reading. Ideally the register ID represents the physical register read on the indicated read date.
Meter Size	The meter size.
Meter Make	The meter's manufacturer.
Meter Model	The meter's model.
Meter Installation Date	The date the meter was installed.
Service or Account Type	Identifying fields that indicate what type of service is provided (e.g. "residential").
Read Date	The date on which the meter was read.
Previous Read Date	The date on which the meter was last read.
Meter Totalizer Read	The raw totalizer volume from the meter on the read date.
Previous Meter Totalizer Read	The raw totalizer volume from the meter on the previous read date.
Units	The units that the read volumes and volume used are recorded in.
Volume Used	The actual volume the customer was billed for during the billing period.
Adjustment or Estimate Flags	Any flags that indicate the type of adjustment or estimate applied to the reading.
Billing Flag	An indication for if the reading was used to inform a bill. If the reading was not used it may be useful to know why it was omitted.
Read Type	The type of meter reading where applicable, for example meter set readings for new meters, or customer swap readings.

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CITY OF FOUNTAIN VALLEY
CITY COUNCIL

COUNCIL ACTION REQUEST

To: Honorable Mayor and Members of the City Council

Agenda Date: June 16, 2026

SUBJECT: Second Reading and Adoption of an Ordinance Repealing and Amending Municipal Code Provisions to Ensure Compliance with the California Fair Chance Act

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THREE-YEAR STRATEGIC GOAL

☐ 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

At its meeting on June 2, 2026, the City Council introduced for first reading an Ordinance Repealing Fountain Valley Municipal Code Section 2.52.075 and 2.52.076 and amending Municipal Code Sections 2.52.060, 2.52.070 and 2.52.077 in order to comply with the Fair Chance Act, which governs how employers consider an applicant's criminal history during the hiring process.

The Ordinance was approved during the first reading without amendment.

The Ordinance is now presented to the City Council for second reading and adoption.

RECOMMENDED ACTION

Staff recommends that the City Council adopt the attached Ordinance.

FINANCIAL REVIEW

There is no financial impact associated with approving the amended Ordinance.

ENVIRONMENTAL IMPACT REVIEW
Not applicable.

ATTORNEY REVIEW: The Attorney for the City has reviewed and approved the Ordinance.

PUBLIC NOTIFICATION
This item was properly agendized under the Ralph M. Brown Act.

ALTERNATIVES

1. Adopt the attached Ordinance Repealing and Amending Municipal Code Provisions to Ensure Compliance with the California Fair Chance Act.

2. Do not adopt the attached Ordinance.

3. Continue the item for further consideration.

RECOMMENDED ACTION
Staff recommends that the City Council adopt the attached Ordinance Repealing and Amending Municipal Code Provisions to Ensure Compliance with the California Fair Chance Act

Prepared by:	Tamaryn Roberts, Human Resources Manager
Reviewed by:	Tania Knauerhaze, Human Resources Director
Approved By:	Maggie Le, City Manager

Attachment No 1: June 2, 2026 Staff Report

Attachment No 2: Ordinance Repealing and Amending Municipal Code Provisions to Ensure Compliance with the California Fair Chance Act

CITY OF FOUNTAIN VALLEY
CITY COUNCIL

COUNCIL ACTION REQUEST

To: Honorable Mayor and Members of the City Council

Agenda Date: June 2, 2026

SUBJECT: Amendment and Repeal of Municipal Code Provisions to Ensure Compliance with the California Fair Chance Act

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THREE-YEAR STRATEGIC GOAL

☐ 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

The purpose of this item is to ensure that the City's Municipal Code and hiring practices are in compliance with the California Fair Chance Act (Government Code section 12952; Cal. Code Regs. Tit. 2, § 11017.1), which governs how employers consider an applicant's criminal history during the hiring process.

Staff recommends the repeal of Municipal Code Sections 2.52.075 and 2.52.076, which currently automatically disqualify job applicants from employment based on felony convictions and outline associated appeal procedures. These sections in the Municipal Code conflict with state law because the California Fair Chance Act prohibits inquiring into the criminal history of applicants before a conditional employment offer is made for covered positions and requires an individualized assessment rather than a blanket disqualification based solely on the existence of a felony conviction.

Additionally, staff recommends amending Municipal Code Sections 2.52.060 and 2.52.070 to ensure compliance with state law regarding the timing and use of criminal background checks during the hiring process. Municipal Code Section 2.52.077 governing qualifications of peace officer applicants will also be updated to remove the now-outdated reference to appeal rights.

DISCUSSION

Municipal Code Section 2.52.075 currently states that applicants "shall be prima facie disqualified from employment, licensing, or certification if convicted of a felony", including nolo contendere pleas. Section 2.52.076 provides a discretionary appeal process to the City Manager, who may consider mitigating factors but is not required to perform an individualized assessment.

These sections in the Municipal Code conflict with current state law because the California Fair Chance Act prohibits inquiring into the criminal history of applicants before a conditional employment offer is made for covered positions and requires an individualized assessment rather than a blanket disqualification based solely on the existence of a felony conviction

Furthermore, Municipal Code Section 2.52.077 provides that peace officer applicants shall be conclusively disqualified for a felony conviction and makes reference to general appeal rights given to applicants. However, the referenced appeal rights in 2.52.060 are proposed for repeal, making this reference outdated. The automatic disqualification of felons from peace officer roles is still permitted under state law, but removing the reference to "general appeal rights" is warranted to eliminate confusion.

Additionally, staff recommends amending Municipal Code Sections 2.52.060 and 2.52.070 to ensure compliance with state law concerning the timing and use of criminal background and fingerprinting checks during the hiring process and align the Code with the City's current practices. Employers can still obtain criminal history information and submit applicants to fingerprinting identification, but only after an offer is made.

To bring the City's policies into compliance with state law, the proposed actions include**:**

1. Repeal existing Municipal Code Sections 2.52.075 and 2.52.076 to eliminate the automatic disqualification of felony convictions and a non-compliant appeal process; and
2. Amend Municipal Code Sections 2.52.060, 2.52.070, and 2.52.077 to specify that access to criminal history and fingerprinting shall occur after a conditional offer of employment is made, unless otherwise required by state or federal law (e.g. Peace Officer positions), and ensure peace officers disqualification procedures are consistent with the California Fair Chance Act; and

FINANCIAL ANALYSIS

There is no fiscal impact anticipated as a result of the proposed changes.

ATTORNEY REVIEW

The City Attorney has reviewed and approved the proposed Ordinance repealing Municipal Code Sections 2.52.075 and 2.52.076 and amending Municipal Code Sections

2.52.060, 2.52.070, and 2.52.077 to ensure compliance with the California Fair Chance Act (Government Code Section 12952; Cal. Code Regs. Tit. 2, § 11017.1.)

ALTERNATIVES

Alternative No.1: Ensure legal compliance with the California Fair Chance Act and proceed with staff's recommendation to:

1. Repeal Municipal Code Sections 2.52.075 and 2.52.076.
2. Amend Municipal Code Sections 2.52.060, 2.52.070, and 2.52.077.

Alternative No. 2: Take no action, and do not:

1. Repeal Municipal Code Sections 2.52.075 and 2.52.076.
2. Amend new Municipal Code Sections 2.52.060, 2.52.070 and 2.52.077.

RECOMMENDATION

Staff recommends Alternative No. 1 and requests council take the following actions:

1. Repeal Municipal Code Sections 2.52.075 and 2.52.076.
2. Amend Municipal Code Sections 2.52.060, 2.52.070 and 2.52.077.

Prepared by:	Vanessa Lassooy, Attorney for the City
Reviewed by:	Tamaryn Roberts, Human Resources Manager
Reviewed by:	Tania Knauerhaze, Human Resources Director
Approved by:	Maggie Le, City Manager

Attachments:

1. Ordinance of the City Council of the City of Fountain Valley Repealing Fountain Valley Municipal Code Sections 2.52.075 and 2.52.076 and amending Municipal Code Sections 2.52.060, 2.52.070, and 2.52.077 Regarding Consideration of Criminal History in Employment Decisions.

ORDINANCE NO.

An Ordinance of the City Council of the City of Fountain Valley Repealing Fountain Valley Municipal Code Section 2.52.075 and 2.52.076 and Amending Municipal Code Sections 2.52.060, 2.52.070 and 2.52.077 to Ensure Compliance With the California Fair Chance Act.

WHEREAS, the California Fair Chance Act (Government Code Section 12952) prohibits employers from inquiring or considering an applicant's criminal history prior to extending a conditional offer of employment; and

WHEREAS, the California Fair Chance Act further requires that any consideration of criminal conviction history be preceded by an individualized assessment of the applicant with an opportunity for the applicant to respond before a conditional offer of employment is rescinded; and

WHEREAS, Municipal Code Section 2.52.075 allows a prima facie disqualification of job applicants based solely the applicant's criminal history, and Municipal Code Section 2.52.076 establishes an appeal process that is not in compliance with the requirements of the California Fair Chance Act; and

WHEREAS, Municipal Code Section 2.52.077 governs an applicant's qualification for peace officer positions and includes a reference to "general appeal rights" for applicants, which will become outdated following the repeal of Municipal Code Section 2.52.076; and

WHEREAS, Municipal Code Sections 2.52.060 and 2.52.070 authorizes access to an applicant's employment history and fingerprinting at stages during the hiring process that conflict with the California Fair Chance Act; and

WHEREAS, the City desires to revise its Municipal Code to ensure compliance with state law and to ensure the Code aligns with the City's current practices.

NOW, THEREFORE, the City Council of the City of Fountain Valley does ordain as follows:

SECTION 1. Repeal of Fountain Valley Municipal Code Sections 2.52.075 and 2.52.076

Fountain Valley Municipal Code Sections 2.52.075 and 2.52.076 are hereby repealed in their entirety.

SECTION 2. Amendment of Fountain Valley Municipal Code Section 2.52.060

Municipal Code Section 2.52.060 is hereby amended to read as follows:

2.52.060 – State and Federal Summary Criminal History Access

The City is authorized to access federal and state summary criminal history information for employment (including volunteers), licensing, or certification purposes, to the extent permitted by state and federal law, pursuant to the authority provided in Penal Code Sections 11105 and 13300, and may not disseminate said information to any private person or entity except as expressly permitted or required by law.

Except where state and federal law requires a criminal history background check or otherwise authorizes earlier access, the City shall obtain criminal history information only after a conditional offer of employment has been made.

SECTION 3. Amendment of Fountain Valley Municipal Code Section 2.52.070

Municipal Code Section 2.52.070 is hereby amended to read as follows:

2.52.070 – Fingerprinting/ investigation required

Appointees, applicants, and prospective employees for positions for which fingerprinting is required or authorized by law, shall submit to fingerprinting as directed by City. The Police or Human Resources department shall submit the fingerprinting identifying information to the Department of Justice and the Federal Bureau of Investigation.

Fingerprinting or similar identification shall only be initiated after a conditional offer of employment has been made, except where state or federal law requires or expressly authorizes the fingerprinting or similar identification to occur earlier.

SECTION 4. Amendment of Fountain Valley Municipal Code Section 2.52.077

Municipal Code Section 2.52.077 is hereby amended to read as follows:

2.52.077 – Peace Officers

Applicants for a position as a peace officer shall be conclusively disqualified for convictions of a felony.

SECTION 4. Severability

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining provisions of this Ordinance.

SECTION 5. Effective Date

This Ordinance shall take effect thirty (30) days following its adoption.

SECTION 6. Certification

The City Clerk shall certify the passage and adoption of this Ordinance and shall cause the same to be published or posted in the manner required by law.

INTRODUCED AND READ FOR THE FIRST TIME at a regular meeting of the City Council of Fountain Valley, held on the ___ day of _____, 2026.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of Fountain Valley, on the ____ day of _____, 2026 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

ATTEST:

_____ _____
Rick Miller, City Clerk Jim Cunneen, Mayor

APPROVED AS TO FORM:

HARPER & BURNS LLP

_____
Attorneys for the City

CITY OF FOUNTAIN VALLEY
CITY COUNCIL
COUNCIL ACTION REQUEST

To: Honorable Mayor and Members of the City Council

Agenda Date: June 16, 2026

SUBJECT: Resolution Recognizing and Celebrating the United States of America 250th Anniversary

---

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

At a prior Meeting, the City Council directed staff to prepare and present a Resolution recognizing the profound historic significance of the 250th anniversary of the United States of America. Said Resolution is herewith presented for Council consideration.

DISCUSSION

The United States of America was founded on July 4, 1776, when the Declaration of Independence proclaimed the unalienable rights of life, liberty, and the pursuit of happiness. The year 2026, therefore, marks the 250th anniversary (the Semiquincentennial) of the Nation's founding, a milestone of profound historical significance.

For two and a half centuries, the United States has served as a beacon of freedom, democracy, and opportunity, inspiring generations of Americans and people throughout the world.

The City of Fountain Valley recognizes the enduring contributions of the Nation's founders, veterans, public servants, and residents who have dedicated themselves to preserving liberty, justice, and the rule of law. The 250th anniversary provides an important opportunity for reflection on the Nation's history, including its founding ideals, its progress, and its continuing pursuit of a more perfect union.

In honor of the 250th anniversary, the City encourages residents, businesses, schools, and community organizations to participate in commemorative events and educational activities honoring America's 250th anniversary, as celebrating this historic anniversary strengthens civic pride, fosters unity, and reaffirms the shared values that bind the community together.

FISCAL REVIEW
There is no fiscal impact related to this item.

PUBLIC NOTIFICATION
This matter was noticed pursuant to the Ralph M. Brown Act.

ENVIRONMENTAL IMPACT REVIEW
Not applicable.

ATTORNEY REVIEW
The Attorney(s) for the City prepared this staff report and Resolution.

ALTERNATIVES

Alternative No. 1:	Adopt a Resolution Recognizing and Celebrating the United States of America's 250th Anniversary.
Alternative No. 2:	Do not adopt the Resolution.

RECOMMENDATION

Staff is requesting City Council approval of Alternative No. 1: Adopt a Resolution Recognizing and Celebrating the United States of America's 250th Anniversary.

Prepared by:	Colin Burns, Attorney for the City
Fiscal Review by:	Ryan Smith, Finance Director
Approved by:	Maggie Le, City Manager

Attachments:

1. Resolution

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOUNTAIN VALLEY, RECOGNIZING AND CELEBRATING THE 250TH ANNIVERSARY OF THE FOUNDING OF THE UNITED STATES OF AMERICA

WHEREAS, the United States of America was founded on July 4, 1776, when the Declaration of Independence proclaimed the unalienable rights of life, liberty, and the pursuit of happiness; and

WHEREAS, the year 2026 marks the 250th anniversary (the Semiquincentennial) of the founding of the Nation, a milestone of profound historical significance; and

WHEREAS, for two and a half centuries, the United States has served as a beacon of freedom, democracy, and opportunity, inspiring generations of Americans and people throughout the world; and

WHEREAS, the City of Fountain Valley recognizes the enduring contributions of the Nation's founders, veterans, public servants, and residents who have dedicated themselves to preserving liberty, justice, and the rule of law; and

WHEREAS, the Semiquincentennial provides an important opportunity for reflection on the Nation's history, including its founding ideals, its progress, and its continuing pursuit of a more perfect union; and

WHEREAS, the City of Fountain Valley encourages residents, businesses, schools, and community organizations to participate in commemorative events and educational activities honoring America's 250th anniversary; and

WHEREAS, celebrating this historic anniversary strengthens civic pride, fosters unity, and reaffirms the shared values that bind the community together.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF FOUNTAIN VALLEY DOES HEREBY RESOLVE AS FOLLOWS:

Section 1. Recognition.

The City Council hereby recognizes and celebrates the 250th anniversary of the United States of America and honors the ideals, sacrifices, and contributions that have shaped the Nation's history.

Section 2. Community Engagement.

The City encourages all residents, civic groups, educational institutions, and local organizations to join in commemorating this historic milestone.

Section 3. Commitment to Founding Principles.

The City Council reaffirms its commitment to the foundational principles of democracy, equality, and liberty that define the Nation and guide local governance.

Section 4. Effective Date.

This Resolution shall take effect immediately upon its adoption.

PASSED, APPROVED, AND ADOPTED this 16th day of June, 2026.

ATTEST:

_____
Jim Cunneen
Mayor

_____
Rick Miller
City Clerk

Approved to Form:

_____
Colin Burns
Attorney for the City

CITY OF FOUNTAIN VALLEY
CITY COUNCIL
COUNCIL ACTION REQUEST

To: Honorable Mayor and Members of the City Council

Agenda Date: June 16, 2026

SUBJECT: Approve an Agreement with Athens Administrators for Third Party Claims Administration Services Regarding Excess Workers' Compensation Claims

---

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 June 20, 2023, the City Council voted to approve the switch from Brown & Brown to the California Joint Powers Insurance Authority (CJPIA) as the City's insurance carrier for Workers' Compensation. The move to the CJPIA Workers' Compensation Program includes Third Party Administrator Services with Athens Administrators for claims administration.

DISCUSSION

The City continues to use the services of Athens Administrators for workers' compensation claims administration as part of its membership with the CJPIA. The agreement presented to Council is the Agreement between the City and Athens Administrators for continued workers' compensation claims administration services beginning July 1, 2026, through June 30, 2029.

FISCAL REVIEW

Budget Includes Sufficient Funding

The current adopted budget includes sufficient funding for these services. The City Clerk's office budgets yearly for workers' compensation claims administration services. These services are billed monthly by Athens. The fee schedule is in Addendum A of the agreement. We anticipate the yearly fees for claims administration to be approximately $60,000, but this will vary depending on the number, type, and severity of claims filed.

PUBLIC NOTIFICATION
Not applicable.

ENVIRONMENTAL IMPACT REVIEW
Not applicable.

ATTORNEY REVIEW
Attorney for the City has reviewed the item.

ALTERNATIVES

Alternative No. 1: Approve the workers' compensation claims administration agreement with Athens Administrators.

Alternative No. 2: Do not approve the workers' compensation claims administration agreement with Athens Administrators and direct staff on alternate action.

RECOMMENDATION

Staff recommends City Council approve Alternative No. 1, approve the agreement with Athens Administrators for continued workers' compensation claims administration services.

Prepared by: Heather Campbell, Risk Manager

Reviewed by: Rick Miller, City Clerk/Risk Administrator

Fiscal Review by: Ryan Smith, Finance Director

Attorney review by: Colin Burns, Attorney for the City

Approved by: Maggie Le, City Manager

Attachments:

1. Agreement with Athens Administrators

WORKERS' COMPENSATION SERVICE AGREEMENT

This Agreement is entered into by and between **City of Fountain Valley** ("Client") and **Athens Administrators** ("Administrator") this 1st day of July 2026.

RECITALS

WHEREAS Administrator provides claims administration services to California Clients subject to the California Workers' Compensation Laws; and is party to a Service Agreement between it and the California Joint Powers Insurance Authority (CJPIA), which agreement provides that CJPIA will pay Athens Administrators for certain claims handling fees on behalf of CJPIA Member Agencies as directed by CJPIA; and

WHEREAS Client self-insures its claims administration program for workers compensation risks and desires to have Athens Administrators provide the specific services set forth below in connection with such self-insured program and have CJPIA pay the claims handling fees in connection therewith.

NOW THEREFORE, it is agreed:

This Agreement is between the Client and the Administrator to provide third party workers' compensation claim administration services for Client in the State of California, subject to the terms stated below:

I. TERM, TERMINATION & FEES

1.1 Term:

The term of this agreement shall consist of an initial three (3) years commencing on July 1, 2026.

Contract Period
July 1, 2026 – June 30, 2027
July 1, 2027 – June 30, 2028
July 1, 2028 – June 30, 2029

Fees:
When applicable, based on the retention level of the Client, Client will pay the Managed Care Fees listed in Addendum A.

1.2 Termination:

a. Either party may terminate this Agreement, with or without cause and without penalty, as defined below:
   - Without cause – Written notification by either party with 120 days notification.
   - With cause – Written notification by either party, outlining the reasons for the termination of the agreement with 90 days' notice.

b. Upon termination of this Agreement for any reason, a final accounting agreeable to both parties will be made of fees payable to Administrator and a final accounting of any funds belonging to Client then in the possession of Administrator, and any balance due either party will be promptly paid over to the party entitled thereto.

c. All claim files, records, reports and other material pertaining to the employee claims subject to this Agreement shall be the property of Client and shall be made available promptly to Client upon termination of this Agreement.

d. Upon the effective date of any termination of this Agreement, all rights and obligations of the parties under this Agreement shall cease except with respect to rights and obligations, which have accrued or expressly survive termination.

II. ADMINISTRATOR DUTIES AND SERVICES

2.1 Administrator agrees to meet on a regular basis with Client to:

a. Develop procedures, forms, instructions, schedules and other materials related to claim management, including a procedure manual for Client's use, within thirty (30) days of the effective date of this Agreement and update such materials as needed.

b. Provide claim reporting kits including, but not limited to, claim and accident report forms, required notices, and procedural instructions, for distribution by Client to Client's staff on or before the effective date of this Agreement, and as needed thereafter.

c. Provide group education for Client's management personnel regarding claim management as requested.

d. Assist Client's personnel in the development of directives, notices, and other program communication to employees as requested or needed based on Administrators expertise and suggestion.

e. Provide all forms and supplies necessary for the efficient operation of the Workers' Compensation insurance program, including customized benefit checks bearing Client's name and logo, and to prepare all legally required forms and documents including but not limited to, 1099 reports to the I.R.S. and any and all other documents and reports now or in the future required by the state or federal government or any other agency associated with Client's Workers' Compensation program.

f. Work with Authority's Finance Department and bank to establish controls.

g. Administrator agrees to attend two (2) in-person meetings per year. The Administrator's attendees will be mutually agreed to by the Administrator and the Client.

2.2 Administrator agrees to administer all claims as follows:

a. Establish and maintain a claim file, with a diary date not to exceed thirty (30) days, on each active claim upon which indemnity benefits are being paid; A diary system not to exceed sixty (60) days on all other open, active Indemnity claims; and a supervisory review diary not to exceed one-hundred-twenty (120) days, or more often when needed.

b. Manage timely receipt of all pertinent claim information from Client providers and other sources.

c. Determine, on behalf of Client for each reported employee injury or illness, those benefits, if any that should be paid or rendered under the California Workers' Compensation Laws. Such determination shall include an estimate of future claim payment. Retain outside services with prior approval of Client, for the investigation and management of the claims. Outside services include but are not limited to:

- AOE/COE Investigators
- Activities Check/Sub-rosa Investigator;
- Medical Case Management and Rehabilitation Nurses/Consultants
- Subrogation Investigators and Experts

d. Exhibit in each Indemnity claim file good faith efforts to contact all injured workers by telephone within at least twenty-four hours of receipt of claim, and in no event any later than forty-eight hours of receipt of claim, excluding weekends and holidays. Establish phone contact with appropriate Client department for initial discussion of claims, as needed, within three (3) working days of receipt of claim.

e. Initiate investigations, subject to approval by Client, to determine compensability of reported and actual claim status. Client shall have prior approval of the selection of any investigator used to investigate Client's claims of industrial injury or illness. Take necessary statements and investigate facts of the case within thirty (30) days receipt of claim, when warranted.

f. Prepare documentation of cases for litigation and continue to monitor legal counsel representing Client in legal action(s) and assist counsel as necessary in preparation of litigation. Client shall select and approve counsel prior to each referral. In addition, Administrator shall promptly provide Client with copies of all correspondence generated on those claim files which are litigated and shall immediately notify Client in writing and shall keep Client closely informed on those claims involving allegations of Serious and Willful Misconduct or alleged violation(s) of California Labor Code Section 132(a). At time of case referral to defense counsel administrator shall prepare a letter of direction to defense counsel outlining work to be done, by whom, and in what time frame. All assignments, instructions and communication with defense counsel must be documented in the claim file and computer note pads. Administrator shall manage defense counsel on an ongoing basis and obtain status reports from defense counsel every sixty (60) days. Administrator shall actively manage litigated files and not perform functions and shall not require defense counsel to perform activities which can be accomplished effectively by claims staff. Examples of required examiner activity on litigated files include by are not limited to:

- Scheduling medical appointments

- Writing cover letters to doctors
- Subpoenaing medical records
- Answering applications
- Filing and serving requisite documents

Administrator shall obtain defense counsels' written evaluation within sixty (60) days of submission, including evaluation of liability, verdict potential, settlement value, and case strategy.

g. Disburse payment on behalf of Client out of the bank trust account funded by Client, all "Allocated Loss Expenses", which is defined to include all costs incurred on behalf of Client specifically related to an individual claim, including but not limited to, attorneys, independent adjusters or investigators, expert witnesses, copying records or transcripts, court costs or Appeals Board fees or other costs deemed proper and necessary to represent Client.

h. Examine on behalf of Client all reports of industrial injury or illness relating to Client's employees or former employees and reported to Administrator and to conduct investigations on such cases by Administrator's salaried employees as in Administrator's judgment is deemed necessary.

i. Pay compensation, medical expense, "Allocated Loss Expense", and all other benefits as prescribed by law out of funds provided by Client. Payments made by Administrator without Client approval, where approval is required elsewhere in this Agreement, shall be the responsibility of the Administrator.

j. Maintain a claim file on each reported claim which shall be available to Client at all times for inspection and to conduct, at a time and frequency to be determined by Client, claim file reviews with Client at either Client's or Administrator's offices.

k. Index Bureau System. On the Client's behalf, Athens shall subscribe and report to the Index Bureau System related to each claim. The costs of such reports will be allocated to each individual claim file.

l. Create, reserve and enter required claim data into Administrator's computer system within five (5) working days of receipt of notice of claim from Client. Enter all payments, reserved revisions, and file closings into the information system within three (3) working days.

m. Review Client's medical bills and other medical charges and treatment relating to Client's claims of industrial injury or illness, for causal relationship to all claims of injuries/illness, and reasonableness of treatment prior to payment. Solicit all medical bills, medical reports and records, and documentation of alleged wage loss prior to settlement negotiations.

n. Make all disability payments and send all notices in a timely manner, abiding by all applicable provisions of the California Labor Code and California Workers' Compensation Laws, Rules and Regulations.

o. Make payments of bills within thirty (30) days of receipt and assure timely review and payment of all medical bills in accordance with statutory deadlines and requirements.

p. Acknowledge to Client all claims reported to Administrator within three (3) working days of receipt of the notice of claim and to notify Client and injured workers within five (5) working days of the notice of claim to Client, whether the claim has been accepted, delayed for further investigation, or denied.

q. Convert all Medical Only Claims to Indemnity Claims status when the paid amount reaches five thousand ($5,000) dollars or when the claim remains open in excess of one (1) year.

r. Recognize and where appropriate investigate all subrogation and/or contribution possibilities, preserving evidence and utilizing appropriate investigators and experts, as needed, after first obtaining Client's permission to engage such investigators/experts. As respects subrogation and contribution cases, any compromise settlements or lien reductions will be discussed with the Client.

s. Administrator may receive compensation in connection with outsourced services, either by retaining a portion of expenses charged to the Account, or by receiving fees from preferred providers. The amount that Administrator receives will vary depending upon the preferred provider, and may be calculated based on percentage of savings, percentage of revenue to the provider or Administrators mark-up of provider fees. The amounts retained or received by Administrator in connection with outsourced services are in addition to the basic fees, reimbursable expenses, additional service fees, and the taxes paid to Athens by Company.

t. MSA Allocations/SCHIP Reporting – Athens has contracted with third party Verisk for Medicare Set Aside allocations and State Children Health Insurance Program ("SCHIP") reporting efforts. Athens may exclusively utilize the services of Verisk for MSA allocations and SCHIP reporting requirements unless otherwise requested in writing by Client.

2.3 <u>Administrator agrees to monitor relevancy of medical treatment by the following:</u>

a. Maintain continual contact with medical practitioners in order to monitor claimant treatment process and a timely return to work. Administrator shall make a good faith effort to establish contact with attending physician within twenty-four (24) hours of receipt of injury report and shall make contact with attending physician's office within forty-eight (48) hours of receipt of injury report and shall document such contact in the claim file.

b. Review and discuss Vocational Rehabilitation Program(s) with Client prior to its initiation for an individual claimant.

c. Monitor individual vocational rehabilitation programs to determine appropriateness and progress.

2.4 <u>Administrator agrees to the following record keeping and reporting requirements:</u>

a. Provide Client with monthly reports consisting of:

(1) Daily check registers including all claim disbursements made on behalf of Client.

(2) Computerized loss reports in an acceptable format as mutually agreed upon at the effective date of this Agreement, showing descriptive data, details of each month's payments, total payments, reserves and total experience and incurred loss values for each claim.

(3) Any and all other standard reports Administrator currently prepares, if desired by Client. Additional reports required by Client, which are not currently a standard offering by Administrator may be requested of Administrator per paragraph 2.7 above.

b. Provide oral claims reports on demand, special specific-focus loss run reports within twenty-four (24) hours and larger or major computer analysis reports within seven (7) working days, excluding weekends and holidays. It is further agreed and understood that should Client require that Administrator prepare for Client special reports, which require additional programming costs there may be an additional charge for said reports.

c. Maintain all records and statistical data on each employee claim of injury or illness, including, but not limited to, a record of each denial, delay, litigated claim and loss, which records, and data shall be available upon request by Client. Client, at Client's discretion, may audit all records maintained by Administrator including, but not limited to, all payments made on behalf of Client. Such audit may incorporate random sampling or other audit procedures suitable to Client.

d. Prepare and submit Federal Information Return (Form 1099) by statutory deadline for applicable payments made by Administrator on Client's behalf, during the term of this Agreement and as specified under Section 1.02. (e) of this Agreement.

e. Prepare all other reports as necessary to remain in compliance with all Workers' Compensation Laws and other state and federal laws, rules and regulations.

f. Provide report to Accounting Department of Client of all payments when made and any other information necessary for Client to adequately fund the bank trust account. All such payments shall be supported with check payment detail and monthly summary report showing all payees, payment amounts and dates of payment.

g. Provide for Client the ability to be on-line with Administrator's computer system. This system will provide Client with all financial and statistical data relating to Client's workers' compensation claims, together with narrative topical "notepad" reports, on each individual claim. This system will also include electronic mail service between Administrator and Client; the ability to electronically transmit 5020's (Client's First Report of Industrial Injury/Illness); OSHA Log generation; and complete report generation capabilities.

h. Special reports, new reports and data feeds can also be requested. They are subject to a cost per quote at a rate per project or per hour (per paragraph 2.7) once the scope has been agreed upon.

III. CLIENT'S DUTIES

3.1 Client agrees to perform as follows:

a. Within 5 business days, report to Administrator as they shall occur and become known to Client, the employee claims of occupational injury, disease, illness, or death.

b. Within 5 business days, forward to Administrator all applications, notices of claims, notices of hearings or other legal notices pertaining to claims against Client for occupational injury, disease, illness, or death, and all other correspondence or information received by Client which is or could be relevant to the efficient and proper handling of any reported claim of industrial injury, disease, illness, or death.

c. Provide Administrator with all necessary data required for Administrator to perform under this Agreement and cooperate fully with Administrator in the performance of this Agreement.

d. Make available to Administrator funds for the payment of benefits or services to or for occupational injury, disease, illness, death, or vocational rehabilitation and medical treatment of employees of Client, or their dependents in the event of death, and "Allocated Loss Expense". Administrator shall administer said funds in accordance with the terms of this Agreement as Trustee of Client.

IV. ELECTRONIC CLAIM FILES, STORAGE, AND TRANSFER OF FILES

4.1 Files

Administrator shall record and maintain an electronic file of all industrial injuries reported. Files may be maintained electronically, in hard copy, or in other media, at Administrator's discretion. Such files shall be made available to Client or its designated representative for inspection upon request.

4.2 Storage

Physical Documents

If Client would like to transfer physical documents for active and closed claim files to Administrator, Client must choose one of the following options to do so: 1) Storage - Administrator will store the physical documents at an offsite third-party storage facility with the direct costs passed-through, with no mark-up, to Client to pay on a quarterly basis; 2) Scan and shred – Administrator will scan the physical documents received for Client's active claims files and shred them, at Administrator's expense; closed claim file boxes will be scanned and shredded by Administrator or third-party vendors hired by Administrator, for a cost to Client of $25 each box, to be paid to Administrator by Client with the first invoice after receipt of boxes. Client will instruct Administrator as to which option they choose, before sending the boxes to Administrator. If the boxes are received by Administrator without Client's instructions, Administrator will scan and shred the documents and bill Client as noted in choice #2 in this paragraph.

Videos
If Client would like to transfer video files for active and closed claim files, to Administrator, Client may transfer up to 1TB (terabyte) of video that Administrator will store at Administrator's cost. For any additional space utilized for video files, Administrator will bill Client $1 per GB (gigabyte) on a monthly basis.

4.3 Transfer of Electronic Files

Administrator will provide Client's files to Client, or an entity designated by Client, within 30 business days of the agreed upon transfer date of the files to the new Administrator. Client will reimburse Administrator all reasonable costs incurred in returning the files to the Client. The electronic files will be in the electronic form used by Administrator to provide the services to Client under this Agreement. Client may request that the files be provided in a different format or that the hard copies of the files be provided to it, provided that Client pays Administrator for all costs associated with such request. Notwithstanding the foregoing, Administrator will not be obligated to provide the files to Client, or an entity designated by Client, unless Client has paid Administrator for all amounts owed pursuant to the Agreement. Client agrees to comply, and to require any recipient of the files designated by it to comply, with all applicable laws and regulations relating to the storage, transmission, use and confidentiality of the files and to hold Administrator harmless in relation thereto, except for gross negligent acts of which the Administrator will be responsible.

4.4 Copies of Files

Administrator may, at its discretion keep a copy of Client's files if it deems it necessary to comply with or defend itself in relation to any obligation or rights that it has under this Agreement, applicable laws or regulations.

4.5 Backup of Files

Administrator currently hosts all data in our claims administration system in an Amazon Virtual Private Cloud (VPC). Communication between the Administrators end user's laptop, computer and our claims administration system in the VPC, is encrypted. The communications within the VPC are encrypted, the data at rest in the Database is encrypted and Administrator performs daily back-ups.

We pay an independent company to conduct a vulnerability scan and penetration test annually and we engage an auding company to conduct a SOC 1, Type II audit annually.

V. FINES, PENALTIES, AND STANDARDS

5.1 All services as described in this Agreement shall be performed in accordance with all applicable laws, rules and regulations of any and all governmental authorities and applicable standards, and specifically performed in accordance with all applicable Workers' Compensation Laws of the State of California.

5.2 Administrator and Client acknowledge the obligations and penalties contained in the California Workers' Compensation Reform Act of 1989 that may be imposed on both Clients and claim administrators and agree to the following:

a. Penalties for errors or omissions caused by Client's failure to act or timely report claims or issues to Administrator that create a delay in payment of benefits, incorrect payment of benefits, or administrative fine(s) or penalty(s) shall be the responsibility of Client. Penalties for errors or omissions caused by Administrator's performance of services under this contract that create a delay in payment of benefits, incorrect payment of benefits, or administrative fine(s) or penalty(s) shall be the responsibility of Administrator.

b. Administrator shall provide Client with a quarterly accounting of penalties paid by Administrator on behalf of Client including a description and detailed listing of each penalty payment and the specific claim file to which the penalty payment was charged. Penalties, which are computed by Administrator, shall be paid out of Client's benefit account and Administrator shall then reimburse Client quarterly for those penalties, which are the responsibility of Administrator under the terms and conditions of this Agreement.

c. Without limiting the provisions set forth in the above two paragraphs it is agreed that upon receipt by Administrator of a notice of claim from Client, upon which indemnity benefits shall be paid or notice given promptly to the employee in order to avoid late payment or notice of benefit penalties, Administrator shall have **ten working days** (excluding weekends and holidays) from the date of receipt of the claim from Client, to investigate and pay the temporary disability or send the required wage continuation notice, and that failure on the part of Administrator to do so within this time frame shall be the financial responsibility of Administrator for any fine imposed for late notice or payment of benefits. Any fines or penalties for late payment or notice of benefits on claims, which are received from Client by Administrator on or, after the **ninth day** following the date Client knew or should have known about the claim(s) shall be the responsibility of Client.

d. Any controversy between the parties to this Agreement involving the construction or application of the terms, provisions, or conditions of this Agreement relating to the payment of penalties or fines shall be submitted to arbitration upon the written request of one party, after service of that request upon the other party.

e. Arbitration and controversies relating to the payment of penalties or fines under this Agreement shall comply with and be governed by the provisions of the California Arbitration Act, as set forth at sections 1280 et. seq. of the California Code of Civil Procedure.

f. Failing informal efforts between the parties to this Agreement to resolve disputes regarding the payment of penalties or fines, each party shall appoint one person to hear and resolve the dispute. These arbitrators, one appointed by each party, shall be known for the purposes of this Agreement as *"initial arbitrators"*. If the *"initial arbitrators"* are unable to agree on a resolution of the dispute they shall then choose a third independent and impartial arbitrator whose decision shall be final and conclusive on both parties.

g. If a dispute or arbitration under this Agreement is pending at a time when payment of the disputed penalty(s) or fine(s) is either statutorily mandated or when failure to effect payment will result in an increase in the fine or penalty, or an additional fine or penalty, each party shall bear liability for one-half of the penalty(s) or fine(s) in dispute until such time as the arbitration is concluded and liability for payment of the fine or penalty is finally determined. Once determined, the party adjudged to be liable for the penalty(s) or fine(s) shall reimburse the non-liable party for any portion of the penalty(s) or fine(s) the non-liable party may have paid during the pendency of the arbitration.

5.3 Excess Coverage or Other Insurance

Administrator, as a part of the regular claims administration process, shall comply with the reporting provisions, guidelines, and requirements imposed by the Client's Excess Workers' Compensation Insurance Carrier(s) and other carriers that may be involved in the administration of the Client's Workers' Compensation Program. However, Client as policyholder shall continue to be liable for all the duties, requirements, obligations, and penalties subject to section 6.1 and 6.2 of this agreement imposed by the Client's Carrier(s).

VI. DEFINITION OF "MEDICAL ONLY" AND "INDEMNITY" CLAIM

6.1 The definition of a "Medical Only" claim shall be:

A Medical Only Claim is any alleged work-related injury or illness for which:

1. Medical treatment is sought, and
2. There are no questionable issues surrounding Arising Out of Employment (AOE) or Course of Employment (COE), and
3. There is no third-party involvement or potential subrogation, and
4. No investigation services are requested or required, and
5. The claim involves no litigation or representation, and
6. The claimant is not hospitalized, and
7. Temporary Disability does not exceed the statutory waiting period as defined by the Workers' Compensation Laws of California (Labor Code §4652) or Nevada, and
8. No other indemnity benefits (Temporary Disability, Permanent Disability, Vocational Rehabilitation, Life Pension, or Death) are claimed.
9. A claim where the total incurred (medical + expense) is typically less than $5,000 and expected to remain minimal.
10. A claim where the injured worker returns to work immediately or after minimal treatment with no lost time beyond the waiting period.
11. Claims that can be closed promptly after initial treatment and follow-up without continuing exposure.

6.2 The definition of an "Indemnity Claim" shall be:

An Indemnity Claim is any alleged work-related claim for which one or more of the following apply:

1. Temporary Disability (TD) benefits are paid, or
2. Permanent Disability (PD) benefits are claimed or anticipated, or

3. Vocational Rehabilitation services are requested (for older legacy claims, pre-2004 reforms), or
4. A Life Pension benefit is awarded, or
5. A Death Claim is filed, or
6. Subrogation potential exists, or
7. AOE/COE is at issue when the claim is received by the Administrator, or
8. An employer requests investigation of the claim, or
9. Total incurred reserves exceed $5,000, or
10. A Medical Only claim has been open for more than 120 days.
11. Any claim where the injured worker loses time beyond the statutory waiting period.
12. A claim requiring future indemnity reserves, even if benefits have not yet been paid.
13. Claims involving structured settlements, compromise and release, or stipulations with request for award.
14. Any case involving representation by an attorney (as this typically indicates potential indemnity exposure).

VII. GENERAL PROVISIONS

7.1 Neither party shall assign this Agreement or any part hereof without the written consent of the other party.

7.2 Each party agrees to indemnify, defend, and hold harmless the other against all actions, claims or demands, and against all costs, expenses and attorneys' fees, arising directly or indirectly out of an actual or alleged injury to a person or to property as an actual or alleged result of an act or omission of the party or any of its shareholders, directors, officers, employees, or agents and each party's obligation to so indemnify, defend and hold harmless the other shall survive the expiration or earlier termination of this Agreement.

The provisions of the HIPPA Business Associate Agreement attached as an addendum to this contract imposes obligation on the parties in addition to the paragraph above.

7.3 All notices or other communications under this Agreement shall be sent to the parties at the addresses set forth below:

Client **City of Fountain Valley** 10200 Slater Avenue Fountain Valley, CA 92708 Attn: Heather Campbell	Administrator **Athens Administrators** P.O. Box 696 Concord, CA 94533 Attn: James Jenkins

7.4. In the event either party hereto shall institute formal legal action, the prevailing party shall be entitled to its reasonable attorneys' fees.

7.5 This Agreement may be amended at any time by mutual agreement of the parties, but any such amendment must be in writing, dated, signed by the parties and attached hereto.

7.6. Any failure of a party to insist upon strict compliance with any term, undertaking or condition of this Agreement shall not be deemed to be a waiver of such term, undertaking, or condition. To be effective, a waiver must be in writing, and signed by the parties hereto.

7.7 This Agreement shall be governed by California law and any action arising out of it shall be instituted and prosecuted only in the municipal or superior court of Contra Costa County, State of California.

7.8 This Agreement instrument constitutes the entire agreement between the parties. Any oral representations or modifications concerning this Agreement shall be of no force and effect.

IN WITNESS WHEREOF: The Parties have hereto caused this Agreement to be executed by their duly authorized representatives as of the day and year stated.

CITY OF FOUNTAIN VALLEY	ATHENS ADMINISTRATORS
_____	_____
Signature	Signature
_____	_____
Title	Title
_____	_____
Dated	Dated

APPROVED TO FORM:
Harper & Burns LLP
Attorneys for the City

_____
Signature

_____
Dated

Addendum A – Pricing Proposal
Attached is final version of agreed upon pricing proposal

CJPIA

MEDICAL BILL REVIEW	Year 1	Year 2	Year 3	
Medical Fee Schedule Reduction (OMFS) (Includes: Medical, Pharmacy and Supplies)	$7.21	$7.43	$7.65	Per Bill
Hospital In an Out Patient Fee Schedule Reductions	$600	$618	$636	Per Bill
PPO Network Reductions *Percentage applied below fee schedule reduction*	24%	24%	24%	of Savings
Specialty Bill Review Reductions *Specialty Bill Review - Subject to Maximum fee of $3,000 Per Bill*	21%	21%	21%	of Savings
Duplicate Bills (No Charge to Review)	$0.00	$0.00	$0.00	

UTILIZATION REVIEW, CASE MANAGEMENT AND PHYSICIAN REVIEW				
	Year 1	Year 2	Year 3	
Concurrent, Prospective and Retrospective Review	$145	$150	$154	Flat Fee
UR appeals: Peer to Peer	$300	$309	$318	Per Hour
Authorization Only	$40	$41	$42	Flat Fee

Case Management	Year 1	Year 2	Year 3	
Telephonic Nurse Case Management (Per Hour)	$127	$132	$135	
Field Case Management (Per Hour + Travel & Mileage)	$134	$138	$142	
Catastrophic Case Mgmt. (Per Hour + Travel & Mileage)	$149	$154	$158	

Peer Review	Year 1	Year 2	Year 3	
Physician Peer Review	$300	$310	$320	Flat Fee
Records Review	$250	$265	$280	Per Hour

ADDITIONAL RELATED SERVICES	
Pharmacy Benefits Management (PBM)	Included
Claim Reporting	Included
Predictive Modeling	Included
Jarvis Claim Communication System	Included
New Loss Text Messaging to Injured Workers	Included
CMS Reporting (Verisk)	Included
Nurse Triage - Optional Service	$180 Per Claim
Pharmacy Drug Review	$125 Per Hour
Central Index Bureau & First and Subsequent Report of Incident Reporting	$27 Per
Medical Provider Network	$6.00 Per Bill
IT Special Projects (i.e., Custom report creation, API feeds & special conversions)	$180 Per Hour

Terms or Agreement

1) Athens Administrators will invoice company for all basic fees on a monthly basis and such invoice shall be paid by company upon receipt of invoice.

2) Claims will be handled for the life of the contract (unless specifically noted as life of cliam) with no additional per claim fees. If you should decide to non-renew with Athens Administrators, the existing open files can be handled in one of two ways.

   a) Athens Administrators could continue to handle open files at our prevailing rates per year per open file.
   b) Athens Administrators would return the files to the client at the clients expense

3) Claim Volume Protection Clause: In the flat annual fee scenario if annual new claim inventory increases in any year beyond the noted annual inventory assumption in our pricing proposal then each claim beyond that number will be billed at the

Indemnity	= $ 1,000	Medical Only	= $ 165
Indemnity (Covid Related)	= $ 500		

4) Account Administration includes the following:

   a) Detailed status reports
   b) Settlement authority set at $10,000
   c) Banking Administration
   d) Scheduled meetings/claim reviews

5) Data Management includes the following:

   a) Monthly claim reporting by e-mail or website
   b) Carrier report package by e-mail or website

6) Claim Reporting inclused the following:

   a) Telephonic 800#
   b) Web Reporting

7) Custom Report Creation: Access to Athens' complete report library is standard and included in fees. In the event client requires report customization there will be a charge of $180 per hour to create required reports.

Definition of Allocated Expense: Shall include, but not be limited to:

Legal fees	Managed care expenses
Professional photographs	Medical examinations
Extraordinary cost for witness statements	Extraordinary travel made at client's request
Medical records	Court reports
Experts' rehabilitation costs	Accident reconstruction
Fees for service of process	Collection cost payable to third parties
Architects, Contractors and Engineers	Outside investigations
Police, fire, coroner, weather, or other such	Subrogation recovery fees
Property damage appraisals	Property damage appraisals
Sub rosa investigations	Index bureau filings
Official documents and transcripts	Chemist
Pre-and post-judgment interest paid	Claim intake fees

CITY OF FOUNTAIN VALLEY
CITY COUNCIL
COUNCIL ACTION REQUEST

To: Honorable Mayor and Members of the City Council

Agenda Date: June 16, 2026

SUBJECT: Approve Amendment No. 1 with Inland Fleet Solutions, Inc. (Contract #1610) for a $10,000 increase to Fire Apparatus Service and Maintenance and modify payment terms to a total contract sum limit.

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 September 1, 2025, the City Council approved a three (3) year agreement with Inland Fleet Solutions, Inc. for Fire Apparatus Service and Maintenance (Contract #1610), effective September 1, 2025, through June 30, 2028, at $115,000 per year for a total contract value of $345,000. During FY 2025-26, the Fire Department incurred significant fire apparatus repair costs and have reached the annual limit prior to the end of the fiscal year, leaving two (2) outstanding invoices that cannot be paid under the current contract terms. Staff is requesting City Council approval of Amendment No. 1 to increase the total contract by $10,000 to $355,000 and convert the payment cap from a per-year limit to a total contract sum limit, allowing payment of the outstanding invoices and greater flexibility in future years.

DISCUSSION

During FY 2025-26, the Fire Department incurred multiple major fire apparatus repair costs through Inland Fleet Solutions, Inc. under Contract #1610. As a result of these repairs, the City has exhausted the $115,000 annual not-to-exceed limit established in the original agreement and two invoices cannot be paid under the existing contract terms.

Amendment No. 1 makes two (2) changes to the Agreement. First, it increases the total contract amount by $10,000, from $345,000 to $355,000. Second, it revises Section 6(a) to replace the per-year not-to-exceed limit of $115,000 with a total contract sum not-to-exceed

limit of $355,000 for the full term of the Agreement. This revision allows the City to manage payments more flexibly, provided sufficient funds are available in the applicable expense accounts. The revised language does not increase the overall risk to the City, as the total contract ceiling remains in place.

FISCAL REVIEW

This amendment would increase the contract by $10,000, bringing the new contract total to $355,000. There is sufficient budget in FY 2025-26 and FY 2026-27 to cover the increase.

PUBLIC NOTIFICATION

Not applicable.

ENVIRONMENTAL IMPACT REVIEW

Not applicable.

ATTORNEY REVIEW

The Attorney(s) for the City have reviewed and approved the contract amendment.

ALTERNATIVES

Alternative No. 1: Approve the Contract Amendment No. 1 to increase the total contract by $10,000 and modify the payment terms from a per-year limit to a total contract sum limit.

Alternative No. 2: Do not approve the Contract Amendment No. 1 and provide direction to staff.

RECOMMENDATION

Staff is requesting City Council approval of Contract Amendment No. 1 to increase the total contract by $10,000 and modify the payment terms from a per-year limit to a total contract sum limit.

Prepared by: Tim Saiki, Division Chief

Reviewed by: Chris Nigg, Fire Chief

Fiscal Review by: Ryan Smith, Finance Director

Attorney review by: Vanessa Lassooy, Attorney for the City

Approved by: Maggie Le, City Manager

Attachments:

1. Amendment No. 1
2. Original contract with Inland Fleet Solutions, Inc.

AMENDMENT 1 TO AGREEMENT FOR FIRE APPARATUS
SERVICE & MAINTENANCE
CON 1610

THIS FIRST AMENDMENT is made and entered this 16th day of June 2026, by and between the City of Fountain Valley (hereinafter "CITY") a municipal corporation, and Inland Fleet Solutions, Inc. (hereinafter "CONSULTANT").

Recitals

WHEREAS, CITY and CONSULTANT have previously entered into that certain Agreement for Fire Apparatus Service and Maintenance dated September 1, 2025, for a term ending June 30, 2028, for an amount not to exceed One Hundred Fifteen Thousand dollars ($115,000) per year, for the total term attached hereto as Attachment A (AGREEMENT); and

WHEREAS, the Fire Department incurred significant fire apparatus repair costs and have reached the annual limit prior to the end of the fiscal year, leaving unpaid invoices that can't be paid under the current Agreement terms; and

WHEREAS, the Parties now desire to amend the contract to increase the not-to-exceed amount by Ten Thousand Dollars ($10,000), to a new TOTAL CONTRACT SUM not-to-exceed Three Hundred Fifty-Five Thousand Dollars ($355,000.00) for the total term of the AGREEMENT.

NOW, THEREFORE, the parties hereto agree as follows:

1. Effective June 16, 2026, Section 6(a) of the AGREEMENT shall be replaced in its entirety to the following:

   CITY agrees to pay CONSULTANT in accordance with the payment rates, terms, and schedule of payment set forth in Exhibit A, attached here to and incorporated herein by this reference as though set forth in full. The amount shall not exceed three hundred fifty-five thousand dollars ($355,000.00), for the total term of this AGREEMENT, unless additional payment is approved as provided in this AGREEMENT.

2. Except as amended by this FIRST AMENDMENT, all other terms and conditions of the AGREEMENT shall remain in effect

IN WITNESS WHEREOFF, the parties hereto have entered into this FIRST AMENDMENT the date and year first above written.

ATTEST:

_____
Rick Miller, City Clerk

CITY OF FOUNTAIN VALLEY

_____
Jim Cunneen, Mayor

APPROVED AS TO FORM:
HARPER & Burns LLP

_____
Attorneys for the City

CONSULTANT:
INLAND FLEET SOLUTIONS

_____
By: Kyle Ager, Owner

ATTACHMENTS (for reference only)

Attachment A: Original Agreement

AGREEMENT FOR CONSULTANT SERVICES

CON – 1610

Fire Apparatus Service & Maintenance

This AGREEMENT is made and effective as of the EFFECTIVE DATE, by and between the City of Fountain Valley, a municipal corporation ("CITY") and Inland Fleet Solutions Inc. ("CONSULTANT"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This AGREEMENT shall commence on September 1, 2025 ("EFFECTIVE DATE") and remain and continue in effect until all tasks described herein are completed but in no event later than June 30, 2028 , 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 Fire Chief 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.

KA **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. **The amount shall not exceed** one hundred and fifteen thousand dollars ($115,000) 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.

(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 ant of CONSULTANT's fees it shall give written notice to CONSULTANT within 30 days of receipt of an invoice of any disputed fess 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 of value to CITY and 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 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. 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 complete and accurate records with respect to the plans, specifications, estimates, drawings, design calculations, letters, reports, testing results, and other such information including as-built records as required by CITY that relate to the performance of services under this AGREEMENT. CONSULTANT shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. CONSULTANT shall provide free access to the representatives of CITY or its designees at reasonable times to such books and records; shall give CITY the right to examine and audit said books and records; shall permit CITY to make copies and transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this AGREEMENT. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

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

11. INDEMNIFICATION

(a) Indemnification for Professional Liability. 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 losses, liabilities, damages, costs, and expenses, including attorney's fees and costs to the extent the same are caused in whole or in part by any negligent or wrongful act, error, or omission of CONSULTANT, its officers, agents, employees, or subconsultants (or any entity or individual that CONSULTANT shall bear the legal liability thereof) in the performance of professional services under this AGREEMENT. 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.

For all Consultant performances under this Agreement that are within the provision of design services as defined under California Civil Code Section 2782.8, the following shall apply: Notwithstanding any clause or provision in this Agreement or any other applicable Agreement to the contrary all specifically relating to design services and related performances to these design services, as specified, in California Civil Code

Section 2782.8, Consultant agrees to indemnify and hold harmless (but not defend) the City, its officers, directors and employees from and against damages and costs that City is legally obligated to pay, to the extent caused by the negligent act, error or omission of the Consultant or anyone for whom the Consultant is legally responsible, subject to any limitations of liability contained in this Agreement. Consultant shall have liability for reasonable and necessary defense costs incurred by persons indemnified to the extent caused by Consultant's negligence herein and recoverable under applicable law on account of negligence.

For all Consultant performances under this Agreement that are not for design services as defined under California Civil Code Section 2782.8 the following shall apply: Consultant agrees to defend, indemnify, protect and hold harmless City, its officers, officials, employees, agents, attorneys, and volunteers from and against any and all 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 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) 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, protect and hold harmless CITY, and any and all of its employees, officials, officers, agents, and volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or costs of any kind, whether actual, alleged, or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this AGREEMENT by CONSULTANT or by any individual or entity for which CONSULTANT is legally liable, including but not limited to officers, agents, employees, or subconsultants of CONSULTANT.

(c) General Indemnification Provisions. CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subconsultant or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this AGREEMENT. In the event CONSULTANT fails to obtain such indemnity obligations from others as required here, CONSULTANT agrees to be fully responsible according to the terms of this section. Failure of CITY to monitor compliance with these requirements imposes no additional obligations on CITY and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend CITY as set forth here is binding on the successors, assigns, or heirs of CONSULTANT and shall survive the termination of this AGREEMENT or this section. Nothing in this indemnity shall be construed as authorizing any award of attorney's fees in any action on or to enforce the terms of this Indemnity or AGREEMENT. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable.

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

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 GOODS

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

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

(2) The GOODS will fully comply with any specifications provided by CITY and any samples or documentation provided by CONSULTANT;

(3) The GOODS will be free of any security interests, liens, or encumbrances and CONSULTANT has title to the GOODS;

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

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

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

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

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

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

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

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

14. INDEPENDENT CONTRACTOR

(a) CONSULTANT is and shall at all times remain as to the CITY a wholly independent contractor 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.

(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 such 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 or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with this AGREEMENT.

19. RELEASE OF INFORMATION / CONFLICTS OF INTEREST

(a) All information gained by CONSULTANT in performance of this AGREEMENT shall be considered confidential and shall not be released by CONSULTANT without CITY's prior written authorization. CONSULTANT, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Manager or unless requested by the Attorney for the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information

concerning the work performed under this AGREEMENT or relating to any project or property located within the CITY. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.

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

20. SECURITY OF INFORMATION

CONSULTANT shall identify reasonably foreseeable internal and external risks to the privacy and security of personal information acquired during performance of this AGREEMENT that could result in the unauthorized disclosure, misuse, alteration, destruction, or other compromise of the information. CONSULTANT shall regularly assess the sufficiency of any safeguards and information security awareness training in place to control reasonably foreseeable internal and external risks, and evaluate and adjust those safeguards 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
Inland Fleet Solutions Inc.
42122 Rio Nedo Suite 107
Temecula, CA. 92590
Attn: Kyle Ager (Owner)

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.

☐ [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 Click or tap here to enter text. ("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.

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 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 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.

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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

Ted Bui, Mayor

ATTEST:

Rick Miller, City Clerk

Approved as to Form:

HARPER & BURNS LLP

Attorneys for the City

CONSULTANT

Signature

Kyle Ager
Typed Name

Owner
Title

Corporate seal (or attach Notary acknowledgment)

Rev 7/25

Exhibit "A"
Scope of Services
And Payment Terms

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, CONSULANT 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.

Garage Liability Insurance. CONSULTANT shall maintain commercial garage liability insurance with coverage at least as broad as Insurance Services Office form CA 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 cover all operations of the CONSULTANT related to garage activities and 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.

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.

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.

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.

Garagekeepers Liability Insurance. CONSULTANT shall maintain garagekeepers liability insurance with coverage at least as broad as Insurance Services Office form CA 00 20, specifically designed to cover City vehicles under the care, custody, or control of the CONSULTANT. The insurance must provide coverage of not less than $500,000 per vehicle and $1,000,000 per location. The policy must cover damages to City vehicles due to conditions such as fire, theft, vandalism, or collision. Any endorsement that restricts coverage for these conditions will not be accepted.

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, garage liability, garagekeepers 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.

CITY OF FOUNTAIN VALLEY
CITY COUNCIL

COUNCIL ACTION REQUEST

To: Honorable Mayor and Members of the City Council

Agenda Date: June 16, 2026

SUBJECT: Public Hearing to Consider Code Amendment 26-03 Amending Fountain Valley Municipal Code Section 21.18.130 Establishing Objective Design Standards for Multifamily and Mixed-Use Residential Projects

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

In recent years, the State of California has enacted a series of housing bills with the overall aim of increasing the state's housing inventory and reducing barriers to housing production. Several laws have affected local land-use authority by requiring cities to ministerially review and approve certain eligible residential development projects. Within this context, ministerial review means that an application is reviewed and approved administratively, without discretionary review or hearing. As part of this ministerial review process, cities may review projects for compliance with local objective development and design standards. Standards are considered objective if they are measurable and verifiable and involve no subjective judgment by a city official.

On April 8, 2026, the Planning Commission held a public hearing to consider Code Amendment 26-03 amending the Fountain Valley Municipal Code (FVMC) Section 21.18.130 establishing multifamily and residential mixed-use development projects.

DISCUSSION

The State's recent housing laws have implications for the City's local development review process as they enable a qualifying project to proceed through a streamlined review, bypassing typical discretionary planning applications. Consequently, eligible projects would not be subject to City Council or Planning Commission discretionary approvals, nor would there be a noticed public hearing. More significantly, this process circumvents the comprehensive evaluation typically conducted by City staff.

State law allows cities to impose objective development and design standards on eligible housing projects. The City's development standards, such as building setbacks to property lines and height limits, do not involve discretion or subjective judgment and are considered

objective. However, the City's design guidelines, related to architectural principles and landscaping design are more qualitative and do involve discretion and subjective judgment. In response to recent state housing law(s), the City has undertaken an effort to prepare objective design standards to apply to new qualifying housing projects that are otherwise exempt from the City's discretionary process and design guidelines.

CA 26-03
The proposed Code Amendment ("CA 26-03") would amend Title 21 of the Fountain Valley Municipal Code to establish objective development standards that would apply to residential housing development projects when the City's discretionary review is limited or prohibited, while generating standards that support the requirements of state law to streamline the processing of housing projects. The design of residential projects would be required to meet the objective standards, or alternatively, applicants would continue to have the opportunity to pursue design flexibility beyond these objective standards under the City's current discretionary review process.

Objective Development Standards Manual
If adopted, CA 26-03 would add Fountain Valley Municipal Code Section 21.18.130 and incorporate by reference a new standards manual entitled Residential and Mixed-Use *Objective Design Standards* ("the Manual"), which is attached as Attachment 3.

The purpose of the Manual is to provide the development community, design professionals, general public, and City personnel with objective criteria for eligible new multifamily and mixed-use residential development in the City. These criteria include, for example, objective standards related to site planning, building form, landscaping, and architectural design based on Fountain Valley's character, aesthetics, and the quality of the built environment. Consistent with existing state law, objective standards are those that involve no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant and the public official prior to submittal. The intent of the Manual is to promote the construction of new housing and further City goals in yielding development projects that feature elevated design and architecture and foster an enhanced quality of life through the built environment.

Design principles and aesthetics are subject to change over time, making it essential for the Manual to remain adaptable. To address this, the proposed Zoning Code regulations [contained within Section 21.18.130 (d) (2)] authorize the Community Development Director to initiate amendments to the Manual. The ordinance also provides that the Manual shall be maintained as a City Council policy document while remaining on file with the Community Development Department. Because the Manual is incorporated by reference into the Zoning Code, future amendments would not be effective until they are approved by the City Council.

FISCAL REVIEW
There is no financial impact associated with approving the proposed code amendment.

PUBLIC NOTIFICATION
The item was published in the Orange County Register and notices were posted at City Hall and at the City's website at www.fountainvalley.gov/AgendaCenter

ENVIRONMENTAL IMPACT REVIEW

The proposed CA is determined to be categorically exempt from the California Environmental Quality Act ("CEQA") because it is an administrative activity that will not result in a direct or reasonably foreseeable indirect physical change to the environment and is thus not a "project" under State CEQA Guidelines 15378 (see State CEQA Guidelines, Section 15060(c)(2) and (3)). Alternatively, even if the adoption of CA 26-03 did qualify as a project under CEQA, it would be exempt from CEQA under State CEQA Guidelines Section 15061(b)(3), which provides that a project is exempt from CEQA where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. Adoption of CA 26-03 will not have a significant effect on the environment as it simply establishes objective design review standards for certain residential developments and remodels; it does not authorize any construction or development. Therefore, it is exempt from CEQA.

ATTORNEY REVIEW

The Attorney for the City has reviewed the agenda report and attached Ordinance.

ALTERNATIVES

Alternative No. 1: Introduce the attached Ordinance approving Code Amendment 26-03 amending Fountain Valley Municipal Code Section 21.18.130 to establish citywide Objective Design Standards for multifamily residential and residential mixed-use development projects.

Alternative No. 2: Introduce the attached Ordinance approving Code Amendment 26-03 amending Fountain Valley Municipal Code Section 21.18.130 to establish Objective Design Standards for multifamily residential and residential mixed-use development projects but direct staff to return with revisions .

Alternative No. 3: Do not introduce the attached Ordinance approving Code Amendment 26-03 amending Fountain Valley Municipal Code Section 21.18.130 to establish Objective Design Standards for multifamily residential and residential mixed-use development projects.

Alternative No. 4: Continue the item for additional information.

RECOMMENDATION

Adopt Alternative No. 1 to introduce the attached Ordinance approving Code Amendment 26-03 amending Fountain Valley Municipal Code Section 21.18.130 to establish citywide Objective Design Standards for multifamily residential and residential mixed-use development projects.

Prepared by: Omar Dadabhoy, Deputy City Manager/Community Development Director

Attorney Review by: Theresa Brennan, Attorneys for the City

Approved by: Maggie Le, City Manager

Attachments:

1. Planning Commission Staff Report dated April 8, 2026
2. Ordinance approving Code Amendment 26-03 amending FVMC Section 21.18.130 establishing Objective Design Standards
3. Residential and Mixed-Use Objective Design Standards

Request for

Planning Commission Action

TO: Planning Commission **DATE:** April 8, 2026

FROM: Deputy City Manager/Community Development Director, Omar Dadabhoy

SUBJECT: Objective Design Standards for Residential and Mixed-Use Projects

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Background:

In recent years, the State of California has enacted a series of housing bills with the overall aim to increase the state's housing inventory and reduce barriers to housing production. Several laws have impacted local land use authority by requiring cities to ministerially review and approve certain eligible residential development projects. Within this context, ministerial review means that an application is reviewed and approved administratively, without discretionary review or a hearing. As part of this ministerial review process, cities may review projects for compliance with local objective development and design standards. Standards are considered objective if they are measurable and verifiable and involve no subjective judgment by a city official.

Discussion:

The State's recent housing laws have implications for the City's local development review process as they enable a qualifying project to proceed through a streamlined review, bypassing typical discretionary planning applications. Consequently, eligible projects would not be subject to City Council or Planning Commission discretionary approvals, nor would there be a noticed public hearing. More significantly, this process circumvents the comprehensive evaluation typically conducted by City staff.

State law allows cities to impose objective development and design standards on eligible housing projects. The City's development standards, such as building setbacks to property lines and height limits, do not involve discretion or subjective judgment and are considered objective. However, the City's design guidelines, related to architectural principles and landscaping design are more qualitative and do involve discretion and subjective judgment. In response to recent state housing law(s), the City has undertaken an effort to prepare objective design standards to apply to new qualifying housing projects that are otherwise exempt from the City's discretionary process and design guidelines.

CA 26-03

The proposed Code Amendment ("CA 26-03") would amend Title 21 of the Fountain Valley Municipal Code to establish objective development standards that would apply to residential housing development projects when the City's discretionary review is limited or prohibited

while generating standards that support the requirements of state law to streamline the processing of housing projects. The design of residential projects would be required to meet the objective standards or alternatively, applicants would continue to have the opportunity to pursue design flexibility beyond these objective standards under the City's current discretionary review process.

Objective Development Standards Manual

If adopted, CA 26-03 would add Fountain Valley Municipal Code Section 21.18.130 and incorporate by reference a new standards manual entitled Residential and Mixed-Use *Objective Design Standards* ("the Manual"), which is attached as Attachment 3.

The purpose of the Manual is to provide the development community, design professionals, general public, and City personnel with objective criteria for eligible new multifamily and mixed-use residential development in the City. These criteria include, for example, objective standards related to site planning, building form, landscaping, and architectural design based on Fountain Valley's character, aesthetics, and the quality of the built environment. Consistent with existing state law, objective standards are those that involve no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant and the public official prior to submittal. The intent of the Manual is to promote the construction of new housing and further City goals in yielding development projects that feature elevated design and architecture and foster an enhanced quality of life through the built environment.

Design principles and aesthetics are subject to change over time, making it essential for the Manual to remain adaptable. To address this, the proposed Zoning Code regulations (contained within Section 21.18.130 (d) (2)) authorize the Community Development Director to initiate amendments to the Manual. The ordinance also provides that the Manual shall be maintained as a City Council policy document while remaining on file with the Community Development Department. Because the Manual is incorporated by reference into the Zoning Code, future amendments would not be effective until they are approved by the City Council.

Environmental Clearance:

The proposed CA is determined to be categorically exempt from the California Environmental Quality Act ("CEQA") because it is an administrative activity that will not result in a direct or reasonably foreseeable indirect physical change to the environment and is thus not a "project" under State CEQA Guidelines 15378 (see State CEQA Guidelines, Section 15060(c)(2) and (3)). Alternatively, even if the adoption of CA 26-03 did qualify as a project under CEQA, it would be exempt from CEQA under State CEQA Guidelines Section 15061(b)(3), which provides that a project is exempt from CEQA where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. Adoption of CA 26-03 will not have a significant effect on the environment as it simply establishes objective design review standards for certain residential developments and remodels; it does not authorize any construction or development. Therefore, it is exempt from CEQA.

Notice Furnished:

The item was published in the Orange County Register and notices were posted at City Hall and at the City's website at www.fountainvalley.gov/AgendaCenter

Alternatives:

1. Adopt Resolution No. 26-04 recommending the City Council approve a Notice of Exemption in accordance with the California Environmental Quality Act (CEQA) and approve Code Amendment No. 26-03 to implement and adopt residential and mixed-use objective design standards.

2. Continue the request and direct staff to prepare a resolution recommending denial.

3. Continue this request for additional information.

Recommended Action:

Adopt Alternative No. 1, recommending that the City Council approve a Notice of Exemption in accordance with the California Environmental Quality Act (CEQA) and approve Code Amendment No. 26-03 to implement and adopt residential and mixed-use objective design standards.

Prepared By: Omar Dadabhoy, Community Development Director / Deputy City Manager

Attachments:
1. Resolution No. 26-04
2. City Council Ordinance
3. Residential and Mixed-Use Objective Design Standards

ORDINANCE NO._____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FOUNTAIN VALLEY APPROVING CODE AMENDMENT (CA) 26-03 AMENDING FOUNTAIN VALLEY MUNICIPAL CODE (FVMC) SECTION 21.18.130 TO ESTABLISH CITYWIDE OBJECTIVE DESIGN STANDARDS FOR MULTI-FAMILY RESIDENTIAL AND RESIDENTIAL MIXED-USE DEVELOPMENT PROJECTS

WHEREAS, Section 65589.5 of the California Government Code requires cities and counties to approve or deny eligible housing development projects based on objective regulatory standards; and

WHEREAS, between 2017 and 2023, Senate Bill (SB) 35, SB 6, SB 167, SB 330, and Assembly Bill 2011 were signed into law, which amended state law to incentivize the construction of housing development projects through various streamlined permit review processes. Per these legislative bills, existing subjective design standards and guidelines are no longer enforceable for eligible housing development projects; and

WHEREAS, the City of Fountain Valley Community Development Department has initiated Code Amendment 26-03 (hereafter “CA 26-03”) to amend the FVMC by introducing Chapter 21.18.130 Residential and Mixed-Use Development Objective Design Standards; and

WHEREAS, to accompany the Multi-family Residential and Residential Mixed-Use Development Objective Design Standards, a Manual has been created which establishes reasonable, uniform, and comprehensive standards and procedures for multi-family residential and residential mixed-use development projects. This Manual is on file in the Community Development Department and is incorporated herein by this reference; and

WHEREAS, the proposed CA conforms with the City of Fountain Valley General Plan and Zoning Ordinance; and

WHEREAS, CA 26-03 is considered a “project” as defined by the California Environmental Quality Act (CEQA); and

WHEREAS, pursuant to Article 5 of the CEQA Guidelines, the proposed project is covered by the General Rule Exemption [Section 15061(b)(3) of the CEQA Guidelines], for projects where it can be seen with certainty that the activity in question will have no significant effect on the environment; and

WHEREAS, the Fountain Valley Planning Commission considered the proposed CA 26-03 at a duly noticed public hearing on April 8, 2026, and by a vote of 5-0 recommended the City Council approve a Categorical exemption per CEQA and approve CA 26-03 to add FVMC Section 21.18.130 to create objective design standards for residential and mixed-use projects; and

WHEREAS, the proposed CA 26-03 has been publicly noticed in accordance with State Law and the Fountain Valley Municipal Code.

WHEREAS, on June 16th the City Council of the City of Fountain Valley considered information presented by the Community Development Department and other interested parties at a duly noticed public hearing; and

SECTION 1

The City Council finds that the adoption of CA 26-03 is exempt from the California Environmental Quality Act ("CEQA") because it is an administrative activity that will not result in a direct or reasonably foreseeable indirect physical change to the environment and is thus not a "project" under State CEQA Guidelines 15378 (see State CEQA Guidelines, Section 15060(c)(2) and (3)). Alternatively, even if the adoption of CA 26-03 did qualify as a project under CEQA, it would be exempt from CEQA under State CEQA Guidelines Section 15061(b)(3), which provides that a project is exempt from CEQA where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. Adoption of CA 26-03 will not have a significant effect on the environment as it simply establishes objective design review standards for certain residential developments and remodels; it does not authorize any construction or development. Therefore, it is exempt from CEQA.

SECTION 2

The City Council finds that due notice of the public hearing on June 16, 2026, conducted in the City Council Chambers, 10200 Slater Avenue, Fountain Valley, was given as required by the Fountain Valley Municipal Code, Title 21, and the State of California. Public notice of this hearing and a copy of the City Council agenda were posted at City Hall, Recreation Center and the Fountain Valley Library.

SECTION 3

Pursuant to Fountain Valley Municipal Code section 21.34.050 the City Council does hereby find as follows:

1. The proposed code amendment is consistent with the City of Fountain Valley General Plan because it will provide regulations that promote the development of high-quality housing. Specifically, the code amendment meets several objectives, policies, and proposed programs/activities/actions specified in the General Plan Housing Element. Relevant sections of the Housing Element are listed below:

   Goal 2, Policy 2.2: Promote and encourage the use of innovative construction methods, design standards, lot configurations, and energy conservation techniques that will facilitate the production of quality, affordable, and attractive new housing which varies in type, design, form of ownership, and size, and is compatible with abutting development.

Goal 6, Policy 6.4: Continue to require compliance with the Americans with Disabilities Act standards in all new residential developments and continue to enforce the building code provisions requiring accessible design

2. The proposed amendment would not be detrimental to the public convenience, health, interest, safety or welfare of the city. CA 26-03 would protect the public convenience, health, interest, safety and welfare by providing a set of clear, objective standards for design of residential and mixed-use projects without the need for subjective standards.

3. The proposed amendment has been reviewed in compliance with the provisions of the California Environmental Quality Act (CEQA) and the city's environmental review procedures as addressed in Section 1, above.

4. The proposed amendment is internally consistent with other applicable provisions of Title 21. The residential and mixed-use objective design standards are consistent and do not conflict with any adopted development standards or regulation. They are complementary to, and not in conflict with existing standards.

SECTION 4

Section 21.18.130 is hereby added as follows:

21.18.130

(a) Purpose and Intent. The purpose of the objective development and design standards of this section is to provide the development community, design professionals, general public, and City personnel with objective criteria for eligible new multifamily and mixed-use residential development in the City. These criteria include, for example, objective standards related to site planning, building form, landscaping, and architectural design based on Fountain Valley's character, aesthetics, and the quality of the built environment. Consistent with existing state law, objective standards are those that involve no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant and the public official prior to submittal. The intent is to promote the construction of new housing and further City goals in yielding development projects that feature elevated design and architecture and foster an enhanced quality of life through the built environment.

(b) Applicability and Review. The provisions of this Section apply to all new residential and mixed-use residential projects that qualify for streamlined ministerial review under state law. If a project is subject to development and design review and is not required by state law to be reviewed only against objective standards, it may be subject to these objective standards or other discretionary design review and findings.

(c) Relationship to Other Regulations. Eligible housing projects that qualify for streamlined ministerial review under state law must comply with these objective development and design standards and with all applicable development standards in the City's regulatory documents, including but not limited to the Fountain Valley Municipal Code, and applicable Specific Plans. Where standards conflict, the more restrictive shall apply.

(d) Objective Development and Design Standards Manual. The City of Fountain Valley's Objective Design Standards Manual ("the Manual") is hereby adopted and incorporated by reference into this Section as if fully set forth herein. If a provision is inconsistent with state law, it does not impact any other standards.

(1) Accessibility and Custody. The Manual shall be maintained as a City Council policy document and kept on file with the City of Fountain Valley Community Development Department ("Department"). Additionally, the Manual shall be made freely accessible to the public and shall be posted on the official City of Fountain Valley website.

(2) Amendments. The Manual may be amended in accordance with the following:

a. The Director may initiate amendments to the Manual. All proposed amendments shall be reviewed for compliance with state law and any amendment determined to be in violation of state law shall be rejected.

b. If a change in state law renders an existing portion of the Manual noncompliant, state law will govern and the Director shall initiate an amendment to bring the Manual into compliance as expeditiously as possible.

c. No amendment to the Manual will be effective until it is approved by the City Council.

SECTION 5

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 subsequently be declared invalid or unconstitutional.

SECTION 6

The City Clerk shall certify to the adoption of this ordinance and cause it to be published as required by law. This ordinance shall become effective thirty (30) days after the date of its adoption.

PASSED, APPROVED AND ADOPTED THIS ___ DAY OF ____, 2026.

ATTEST:

_____ _____

Rick Miller, City Clerk Jim Cunneen, Mayor

APPROVED AS TO FORM

HARPER & BURNS LLP

_____

Attorneys for the City
City of Fountain Valley

Residential & Mixed-Use

Objective Design Standards

CITY OF FOUNTAIN VALLEY | CA
ADOPTED XX,XX,XXXX

CITY OF fountain valley

ACKNOWLEDGMENT

Prepared for: CITY OF fountain valley

Prepared by: PLACEWORKS

Adopted by Ordinance: Month Day, Year

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1.0 PURPOSE

1.1 Introduction
1.2 Who Is This Document For?
1.3 Where Do These Standards Apply?
1.4 Document Organization
1.5 Administration
1.6 Multifamily and Mixed-Use Development Scale Definitions

1.1 INTRODUCTION

Development and design standards regulate development intensity, style, size, and orientation. Objective design standards (ODS) are measurable, verifiable, and quantifiable, supporting consistent housing design in the community. Ultimately, the standards contained in this document will provide for a predictable and equitable path for new housing in the City of Fountain Valley.

The State of California continues to experience a housing crisis and the availability of and affordability of housing remains a key issue. This document provides the required, objective standards for housing development, streamlining design review and increasing transparency. Additionally, this document complies with Senate Bill (SB) 35 and SB 330, which requires jurisdictions to review new multifamily and mixed-use residential housing projects ministerially or "over-the-counter," guided by objective design and development standards. These new laws prevent cities from denying approvals for certain multifamily housing projects based on discretionary design guidelines.

This document provides clear and useful guidelines and standards for the design, construction, review, and approval of single-family residential, multi-family residential, and mixed-use development in Fountain Valley. With this document, applicants, developers, and City staff have a clear and concise reference for the City's minimum design expectations. These standards are written as minimum standards for site and structure design but also offer various recommendations and guidelines for quality and character. However, this ODS document does not replace the City's existing development standards. Proposed projects must also comply with all applicable building permit requirements, zoning code requirements, and other development standards found in the City of Fountain Valley's Development Code.

SB 35

- A streamlined approval process for housing projects with a specified amount of affordable housing.
- Applies to jurisdictions that haven't made enough progress in meeting their Regional Housing Needs Allocation (RHNA).
- Applications must be for infill sites and comply with existing General Plan or Zoning provisions.
- Can only apply objective zoning, subdivision, or design review standards to determine consistency.
- ***https://www.hcd.ca.gov/policy-research/docs/sb-35-guidelines-update-final.pdf***

1.2 WHO IS THIS DOCUMENT FOR?

Developers

The document provides clear direction for renovation and new construction. The required checklist serves as a tool for the property owner, the designer/developer, and staff during the review process; it also clarifies the aspects of quality design.

Property Owners

The document gives property owners a clear understanding of the design elements that are required for development projects in Fountain Valley. This document also works in conjunction with the General Plan and Fountain Valley Municipal Code and will provide a clear set of expectations and responsibilities.

City Staff

City staff use these standards to assist applicants and their representatives with project processing. The document and checklist serve as the basis for evaluating proposals for quality of design.

Review Bodies and Decision Makers

The document provides a basis for the City of Fountain Valley Planning Commission, City Council, Community Development Director, and other reviewing bodies to evaluate an application's quality of design.

1.3 WHERE DO THESE STANDARDS APPLY?

The City's ODS apply to new construction for single-family, multi-family and mixed-use developments, as well as substantive renovations or structural alterations of such buildings (i.e. when fifty (50) percent or more of the exterior walls or roof are demolished as part of the renovation) on a single lot.

For developments spanning multiple lots, these standards apply to all lots proposed for multi-family housing, mixed-use developments, and any associated amenities, open space, or utilities that would serve multi-family or mixed-use units.

These standards do not apply to sites/parcels that include a designated historic structure and/or resource, or sites/parcels that include a contributing property within a designated historic district. Such sites/parcels shall be reviewed under applicable historic resource design standards and guidelines, unless otherwise exempted from State Law. Vacant sites or non-contributing properties within historic districts shall be subject to these standards.

These standards do not apply to minor renovations (i.e. when fifty (50) percent or less of the exterior walls or roof are demolished as part of the renovation) and routine maintenance of residential (single-family, multi-family, and mixed use) developments.

These standards are in addition to the standards of the underlying base zone. In the event of conflicting standards between these standards and the base zone, the more restrictive standard shall apply. For projects located in a Specific Plan, and if there is a conflict between the City's ODS and the Specific Plan's objective standards, the Specific Plan's objective standards shall prevail. Proposed projects must also comply with all other applicable local and state ordinances and codes.

1.4 DOCUMENT ORGANIZATION

Fountain Valley's ODS act as a stand-alone illustrated document, empowered by appropriate reference within Fountain Valley's Development Code. These standards have been designed in a modular fashion, with differing sets of standards applying to projects at a different scale. For instance, a small development would be subject to less complex standards, while a larger project would be subject to more intensive standards.

This document is organized in a site-focused manner. Single-family standards are discussed first, followed by multi-family standards, with mixed-use provisions located at the document's end. Key site planning standards are discussed at the beginning of each section. These include site access, building orientation, pedestrian and vehicular circulation, mixing of uses, parking, and open space. Specific standards pertaining to the structure's architecture follow. These include height modulation, horizontal modulation, transitional massing, as well as a building's materials and details.

1.5 ADMINISTRATION

The Community Development Department shall be responsible for the administration of these objective design standards. If ambiguity arises concerning the meaning or appropriate application of provisions of these objective design standards, the Community Development Director shall make the appropriate determination.

A. DEVIATIONS

Up to twenty (20) percent deviations in Site Planning standards may be approved by the Community Development Director, provided that if one standard is modified to accommodate a project, another standard from the same section of these objective design standards is modified by an equivalent amount. A total of two (2) deviations from Site Planning standards are permitted.

Up to ten (10) percent deviations in Mass and Scale standards may be approved by the Community Development Director, provided that if one standard is modified to accommodate a project, another standard from the same section of these objective design standards is modified by an equivalent amount. A total of two (2) deviations from Mass and Scale standards are permitted.

B. SPECIAL CIRCUMSTANCES

Sites located within, intersecting or adjacent to the following hazard areas/features may include up to twenty (20) percent deviation in the Site Planning and Mass and Scale Standards, as approved by the Community Development Director.

- Very High Fire Hazard Severity Zones
- Federal Emergency Management Act (FEMA) Special Flood Hazard Areas
- Adjacent to a Designated Historic Resource or Structure
- Controlled Access Freeways, Parkways and Toll Roads
- Electrical Transmission Lines
- Railroad Tracks
- Easements, including flood control canals

C. DETERMINATIONS

In doing so, the Community Development Director shall consider the following factors accordingly:

a. The interpretation responds satisfactorily to the vision, intent, and purpose of the objective design standards;

b. The interpretation does not alter the intent of the objective design standards;

c. The decision constitutes a sound precedent for other similar situations; and

d. The resulting project is consistent with the General Plan.

1.6 MULTIFAMILY AND MIXED-USE DEVELOPMENT SCALE DEFINITIONS

Development occurs at various scales and intensities and therefore requires variations to ensure that standards are both appropriate and do not create unnecessary constraints or unachievable development. This section defines the different scales of development and how to use this document accordingly for each.

Table 1.1: Development Scales

	Small	Medium	Large
Site Size	Under 0.5- acres and	0.5- acres or	Larger than 2 acres or
Unit Count	2 - 25 units and	26 - 100 units	100+ units
Height	Up to 2 stories	n/a	n/a

In the event that a project includes criteria falling under two or more development scales, the project will be subject to the standards associated with the greater scale. For example, if a project is 3 stories and proposes 30 dwelling units, it would be classified as Medium Development. Alternatively, if a project is situated on 1.8 acres and proposes 108 dwelling units, it would be classified as Large Development.

Table 1.2: Applicability Chart for Multifamily & Mixed-Use Projects

Type	Topic		Small	Medium	Large
	Site Planning	Site Layout			X
		Building Orientation	X	X	X
		Street Frontage	X	X	X
		Site Access	X	X	X
		Pedestrian Circulation	X	X	X
		Vehicular Circulation	X	X	X
	Open Space	General	X	X	X
		Common Open Space	X	X	X
		Common Amenities	X	X	X
		Private Open Space	X	X	X
	Mass and Scale	Modulation	X	X	X
		Height Modulation		X	X
		Horizontal Modulation		X	X
		Medium and Large		X	X
	Materials and Details	Materials	X	X	X
		Color and Texture	X	X	X
		Doors and Windows	X	X	X
		Mailboxes	X	X	X
Mixed-Use	Vertical	Distribution of Uses	X	X	X
		Entrances	X	X	X
		Building Design	X	X	X
		Height Averaging	X	X	X
	Horizontal	Site Planning		X	X
		Building Design		X	X

2.0 SINGLE-FAMILY

Standards outlined below only apply to new construction or substantial remodels fifty (50) percent or more of the existing walls and/or roof) of multifamily residences, as well as the residential component of a mixed-use project).

2.1 Site Planning
2.2 Mass and Scale
2.3 Materials and Details

2.1 SITE PLANNING

2.1.1 NEW DEVELOPMENTS

a. Doors and windows of new single-family dwellings shall not directly face doors and windows of dwellings within twenty (20) linear feet. This shall be accomplished through offset windows at least twelve (12) inches from any windows in adjacent buildings within twenty (20) feet.

b. New single-family homes shall feature front setbacks which vary by at least two (2) feet between adjacent residences, but which all meet the minimum front setback.

c. New developments shall be surrounded by a six (6) to seven (7) foot tall block wall, consisting of slplit-face or slump-stone block, replacing any existing non-masonry walls or fences surrounding the development.

2.1.2 GARAGE FRONTAGE

a. Where a garage is located on the front half of the lot and the garage door faces a street and the lot width is sixty (60) feet or less, the garage frontage including the door width shall not exceed thirty-three (33) feet.

b. Garage doors facing the street shall have articulating elements consisting of at least **one (1)** of the following design elements on the facade:

   i. Raised planters with a minimum height of twelve (12) inches and landscaping with a mature height of at least twelve (12) inches along one or more sides of the driveway.

   ii. A roof overhang of at least eighteen (18) inches in depth.

   iii. Windows.

   iv. Decorative trellis.

   v. Material change relative to materials used for the street-facing facade.

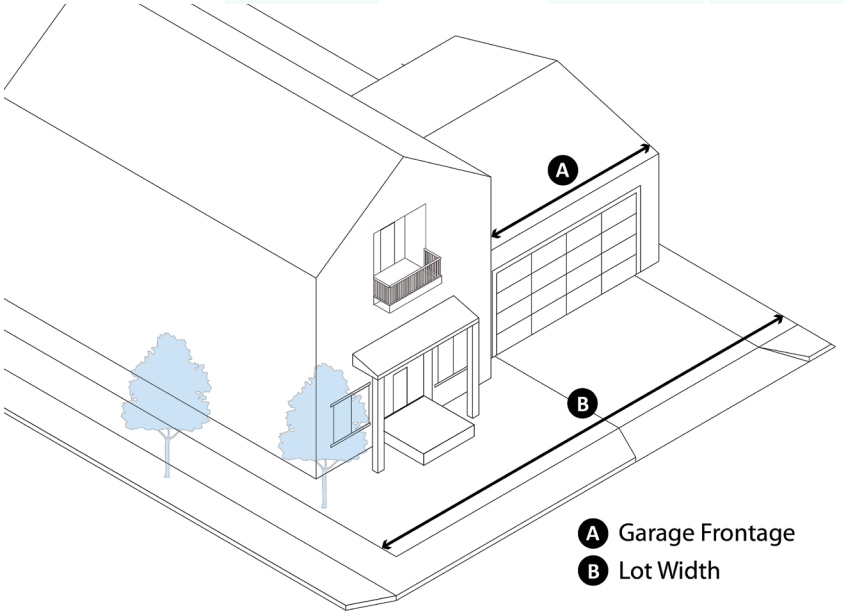


Figure 2.1. Garage Frontage

2.2 MASS AND SCALE

2.2.1 GENERAL MASSING

a. All street-facing building facades shall not run in a continuous plane of more than twenty-five (25) feet without **one (1)** or more of the following treatments:

   i. Incorporate a change in wall plane with a minimum of four (4) feet in depth for the facade.

   ii. Provide a recessed entry of at least three (3) feet in depth.

   iii. Use at least two (2) distinct materials and colors on each façade.

   iv. Provide an upper story balcony or terrace.

2.2.2 UPPER STORY MASSING

a. The square footage of a second story above the first story shall have a maximum floor area that is no more than seventy (70) percent of the floor area of the first story.

   i. First floor calculation shall include all interior living areas, 50% of interior staircases, attached garages, as well as partially enclosed outdoor living areas (patio covers) that are enclosed on two (2) sides, including the side attached to the house; the remaining open walls of the outdoor living area are no more than 65% open to comply with the California Building Code; and when the exterior wall material and color, and roofing material and color, match the rest of the house.

   ii. The floor area of upper stories is inclusive of all interior living area with walls; the remaining 50% of interior staircases; porches, decks, and balconies that are covered by a roof structure; and all cantilevered structures that extend beyond the first-floor footprint that do not extend to the ground, including but not limited to living area, roof decks, bay windows, chimneys, and staircases; as well as any mezzanines, lofts, or other partial floor areas.

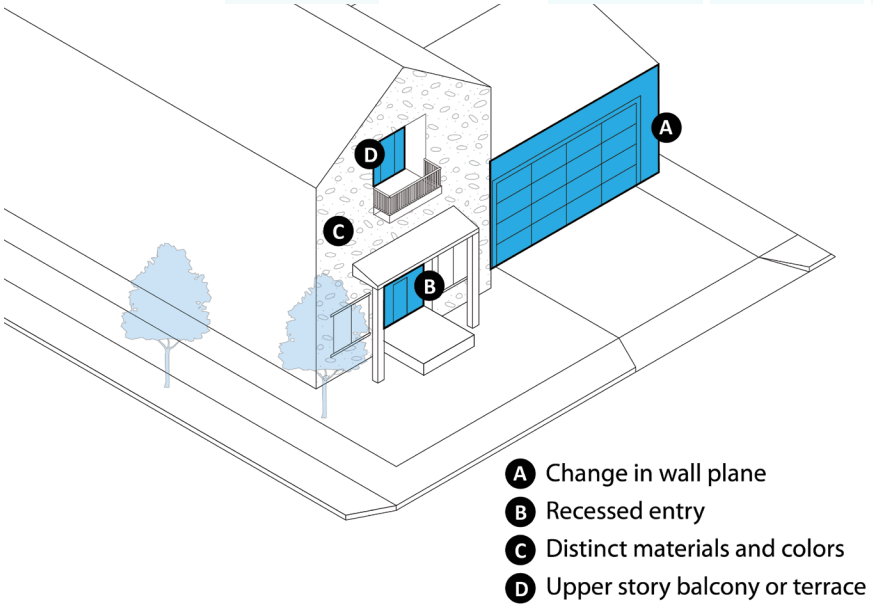


Figure 2.2. General Massing

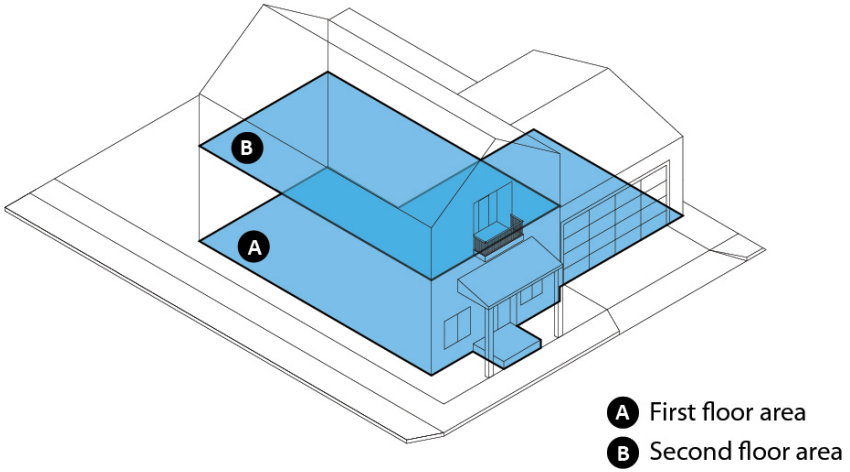


Figure 2.3. Upper Story Massing

2.3 MATERIALS AND DETAILS

2.3.1 MATERIALS

a. All building façades shall be constructed with durable materials, such as natural stone, brick, siding, stucco, or similar materials that can withstand significant deterioration, decay, or discoloring due to wear or weathering. Materials that are short-lived or insubstantial, such as unfinished wood for exterior use, shall not be permitted.

b. All building facades shall feature at least **two (2)** materials, with at least twenty (20) percent of a building's facades composed of the second material.

2.3.2 COLORS

a. Structures shall have at least one primary color and two accent colors, in addition to roof color.

b. Primary colors shall be utilized on a building's facades.

c. Accent colors shall be reserved for window and door frames, recesses and projections associated with windows and doors (such as balconies, bay windows, etc.), as well as other decorative trim and exterior architectural features.

2.3.3 ROOF TREATMENTS

a. Rooflines greater than forty (40) linear feet shall be articulated with at least **one (1)** of the following techniques:

   i. Change in the height of the roof ridge and/or parapet;

   ii. Use of cross-gable and/or hipped roof lines;

   iii. Change in the shape of the roof form;

   iv. Change in the angle of the roof slope; or

   v. Use of dormers. Note that no architectural features, windows, etc., are permitted above the second story eave line.

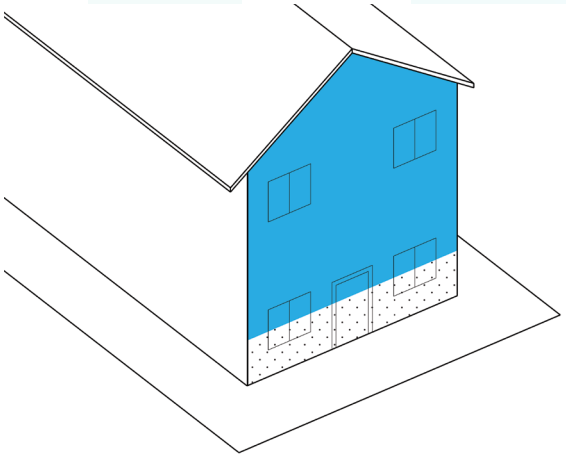


Figure 2.4. Material Variation

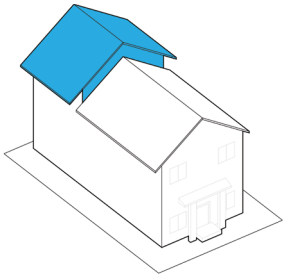


Figure 2.5. Ridgeline Change

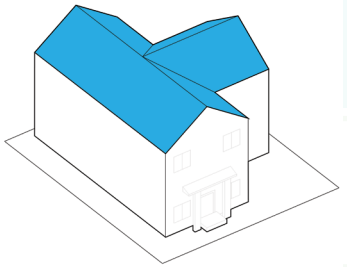


Figure 2.6. Cross Ridgeline

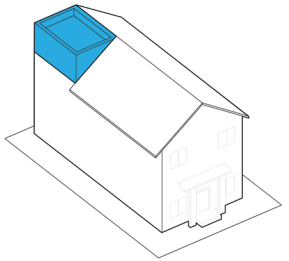


Figure 2.7. Form Change

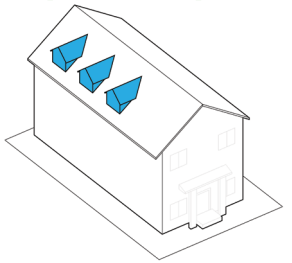


Figure 2.8. Dormers

2.3.4 PRIMARY ENTRY

a. The primary entry shall incorporate at least **two (2)** of the following architectural treatments:

   i. Façade projection or recess with a minimum depth of three (3) feet;

   ii. Projecting element above the entrance with a minimum depth of twenty-four (24) inches;

   iii. Window detailing;

   iv. Decorative veneer or siding;

   v. Porches or stoops; or

   vi. Material and/or color variation.

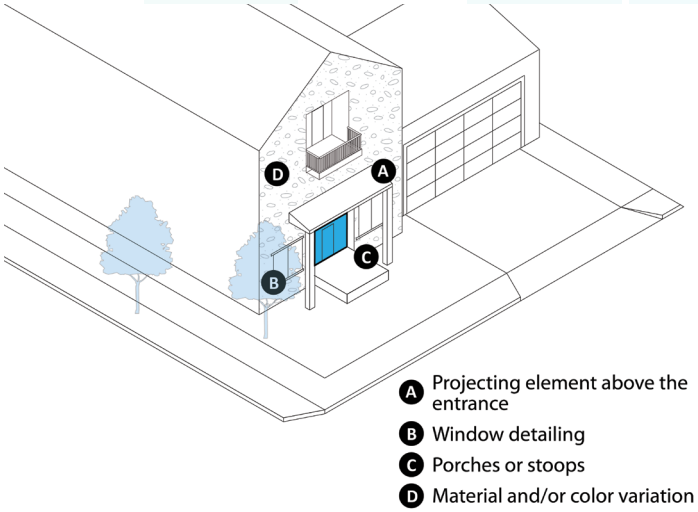


Figure 2.9. Primary Entry

2.3.5 LANDSCAPING

a. Landscaping shall adhere to Section 21.20.040 of the Fountain Valley Development Code.

2.3.6 FENCING

a. Fences, walls, screens, hedges and shrubs shall adhere to Section 21.18.070 of the Fountain Valley Development Code.

3.0 MULTIFAMILY

Standards outlined below only apply to new construction or substantial remodels (fifty (50) percent or more of the existing walls and/or roof) of multifamily residences.

3.1 Site Planning
3.2 Open Space
3.3 Mass and Scale
3.4 Materials and Details

3.1 SITE PLANNING

3.1.1 SITE LAYOUT

a. New development on parcels or aggregate sites larger than two and a half (2.5) acres in size shall be divided into multiple building pads. Such a division may be achieved by **one (1)** or more of the following methods:

   i. Legal subdivision of the property; or

   ii. Division by a public street(s); or

   iii. Division by a private street(s); or

   iv. Division by a private driveway(s); or

   v. Division by pedestrian paseos.

   Alignment of streets, driveways and/or pedestrian paseos shall, where applicable, extend existing street grid into the subject site.

b. For large projects, through lots greater than half (0.5) acres in area, and with more than seventy-five (75) feet of street frontage, and located more than two hundred (200) feet from a street intersection as measured from the closest point of the lot, shall provide a publicly accessible sidewalk or walkway connecting the two streets.

   i. Paseos shall be physically and visually accessible from the public sidewalk and must connect a public street with at least one (1) different public street, alley, or adjacent paseo.

   ii. Paseos must have a minimum eight (8) feet wide travel path.

   iii. Paseos must be at the same elevation as the public sidewalk.

   iv. Security fences, walls, or entry gates shall not block passage of the paseo.

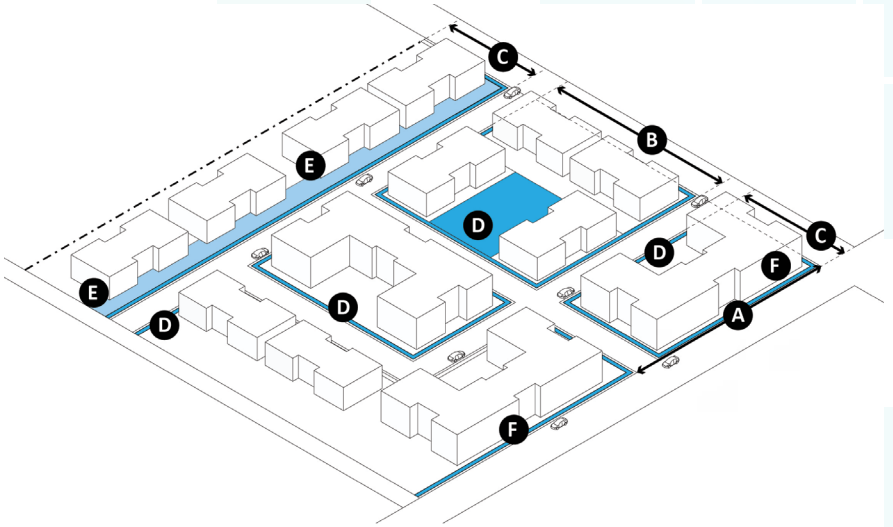


Figure 3.1. Site Layout

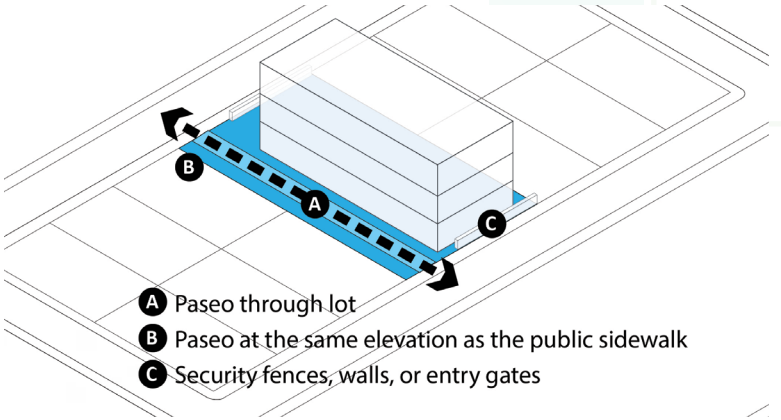


Figure 3.2. Through Lots

3.1.2 BUILDING ORIENTATION

a. All buildings adjacent to a public street (meaning there are no additional buildings between the street and the proposed building) shall maintain a continuous "street wall," formed by the edge of the building, for a minimum of seventy (70) percent of the building site frontage adjacent to the street.

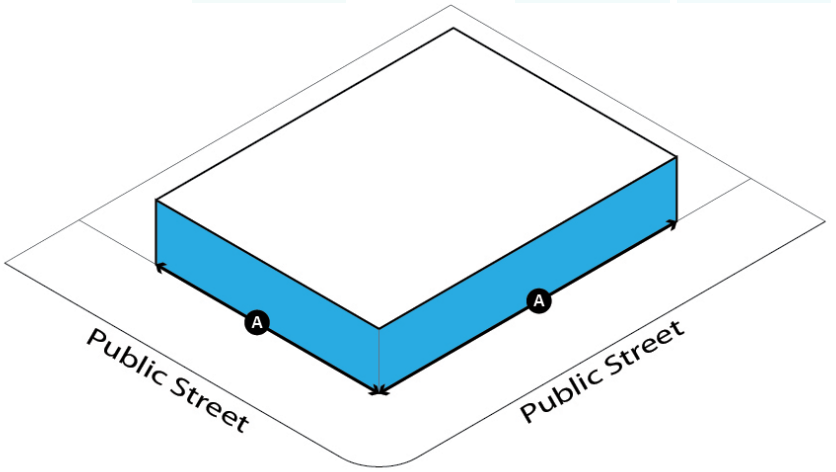
b. Primary ground-floor common entries or individual dwelling unit entries shall be oriented towards the primary street unless the primary street is an arterial or major arterial, and/ or a street with a right-of-way greater than one hundred (100) feet. Entrances at building corners may be used to satisfy this requirement.

c. All buildings within twenty (20) linear feet of an adjacent building within and outside of the project shall orient all windows, balconies, or similar openings so as not to have a direct line-of-sight into adjacent units or onto private patios or backyards. This can be accomplished through:

   i. Offset windows at least twelve (12) inches from any windows in adjacent buildings within twenty (20) feet; or

   ii. Use of clerestory windows, glass block, or opaque glass; or

   iii. Eight (8) foot high landscaping within the rear or side setback areas.



A Min. continueous street wall along lot parcel frontage

Figure 3.3. Continuous Street Wall

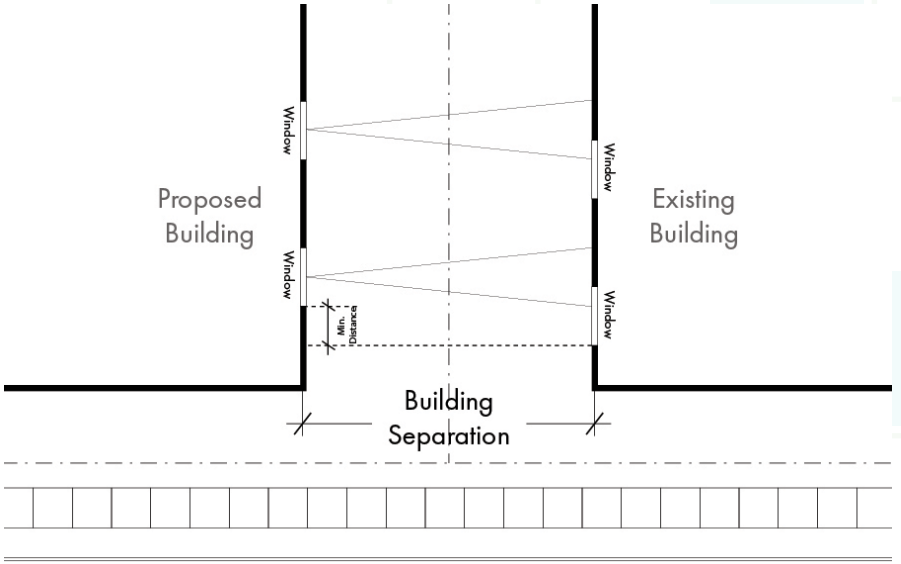


Figure 3.4. View Orientation

3.1.3 STREET FRONTAGE

a. Buildings located along a major arterial in which individual dwelling unit entries are not oriented towards the primary street, shall provide at least **one (1)** of the following:

   i. Pedestrian level articulation using high quality materials (as defined in Definitions, at the end of this document).

   ii. Ground floor activation through leasing office, common space, gym/recreation room etc.

b. If individual dwelling unit entries are oriented towards an arterial, major arterial, and/or a street with a right-of-way greater than one hundred (100) feet, dwelling units entries shall meet at least **two (2)** of the following:

   i. Be accessed through a courtyard with a minimum area of six hundred twenty-five (625) square feet with a minimum dimension of twenty-five (25) feet in each direction, located between the unit entries and the sidewalk.

   ii. Provide a minimum grade separation of two (2) feet from existing grade to finished floor.

   iii. Provide an entry patio, with enclosure walls and/or railing. The lower thirty (30) percent portion of enclosure wall and/or railing shall be finished with an opaque material that matches the building.

   iv. Be setback from the back of curb of twenty-five (25) feet.

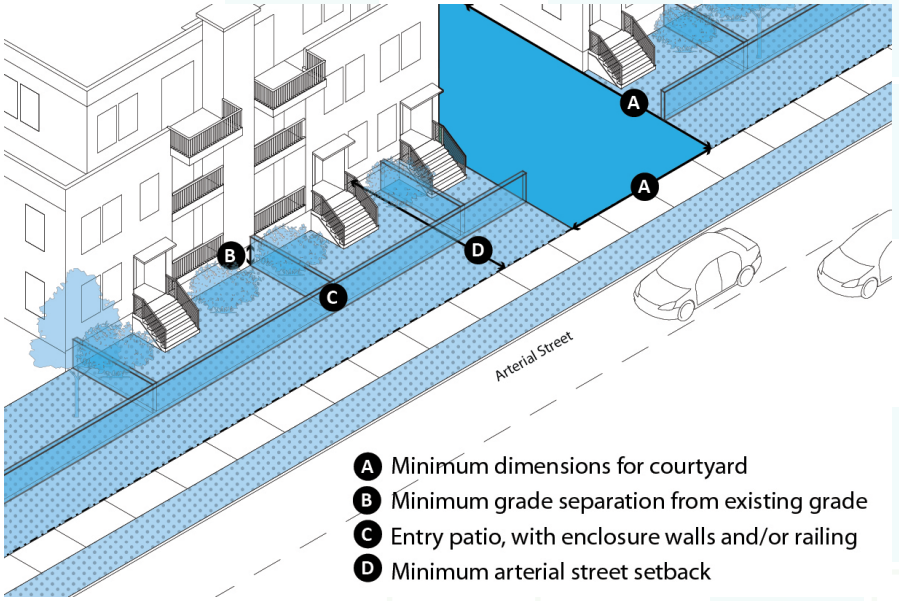


Figure 3.5. Buildings with unit entries fronting an arterial street

3.1.4 PEDESTRIAN CIRCULATION

A. SITE ACCESS

a. Pedestrian entrances and circulation shall be adequately separated from vehicular traffic. Pedestrian entrances shall be clearly identified and easily accessible to minimize pedestrian/ vehicle conflict.

b. Where an intersection of pedestrian and vehicle access exists, enhanced paving treatment using patterned and/or colored pavers, brick, decorative colored concrete, stamped concrete, or permeable materials shall be used.

B. PEDESTRIAN CONNECTION

a. The following pedestrian walkways shall be provided and interconnected within the site:

   i. Pedestrian walkways shall connect residential dwelling units to areas throughout the site, such as vehicle parking areas, bicycle parking areas, common open space(s), waste and recycling enclosures, mailboxes, and other amenities.

   ii. Pedestrian walkways shall connect public sidewalks, building entrances, and vehicle parking areas, including auto courts and common courts.

   iii. Pedestrian crossings bisecting vehicle access shall feature enhanced paving with a minimum width of six (6) feet and span the length of the intersecting drive area.

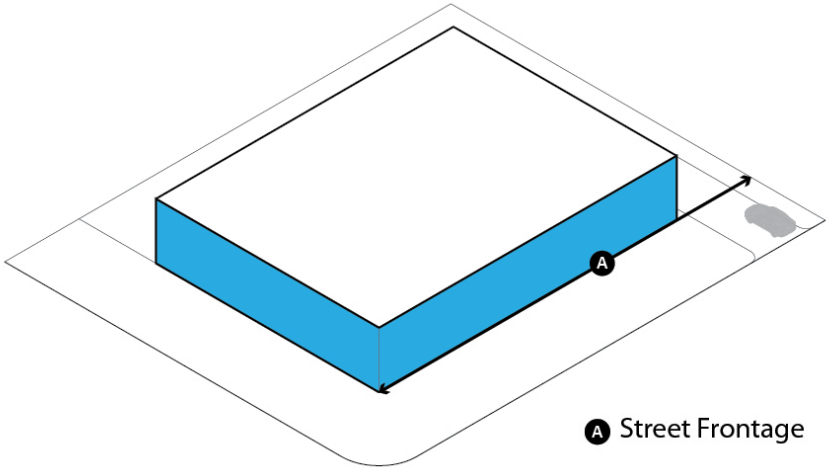


Figure 3.6. Vehicular Access

C. PEDESTRIAN WALKWAYS

a. Pedestrian walkways on private property shall be designed as follows:

i. Dimensions. Walkways shall be a minimum of four (4) feet wide.

ii. Materials. Walkways shall be constructed of firm and slip-resistant materials, such as poured-in-place concrete (including stamped concrete), permeable paving, or concrete pavers.

iii. Setback. Walkways shall be setback a minimum of five (5) feet from building facades, and two (2) feet from patios and porches. The setback area shall be landscaped.

iv. Seating. Walkways shall provide eighty (80) inches of seating for every one hundred fifty (150) feet of continuous pathways or walkways. This shall not apply for walkways shorter than one hundred fifty (150) feet.

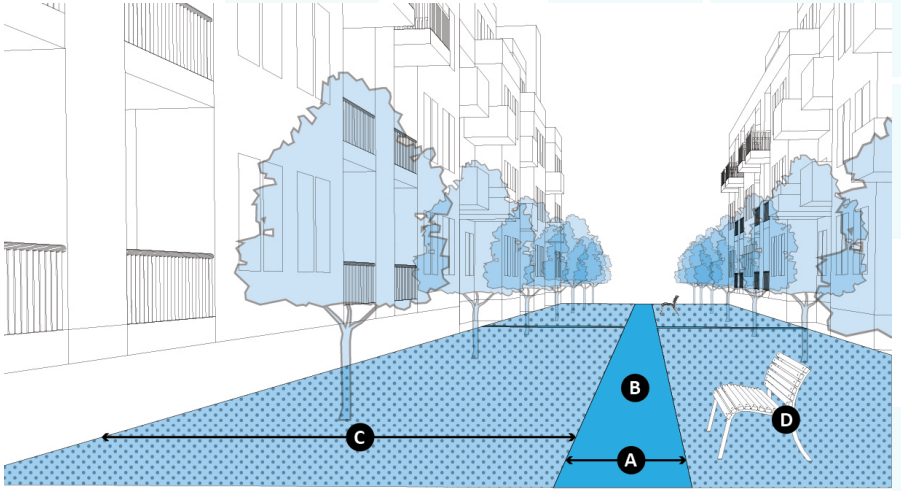


Figure 3.7. Pedestrian Walkways

Figure 3.8. Example Seating

3.1.5 VEHICULAR CIRCULATION

A. PRIVATE STREETS

a. Private streets are internal streets with a pedestrian-oriented sidewalk condition with streetlights, street trees, and curbs.

   i. Private streets shall have a sidewalk with a minimum width of four (4) feet on at least one side of the street. The sidewalk must provide pedestrian streetlights, street trees, and curbs. Parallel parking is permitted along private streets.

B. AUTO COURTS

a. Auto Courts provide vehicular access to multiple residences via a common driveway fronted with garages. Front doors to residences are not permitted on auto courts.

   i. Auto courts shall not exceed one hundred fifty (150) feet in length.

   ii. Auto courts shall not serve more than eight (8) individual residences.

   iii. Primary pedestrian entrances are not permitted on auto courts.

   iv. Auto courts shall have no through street access.

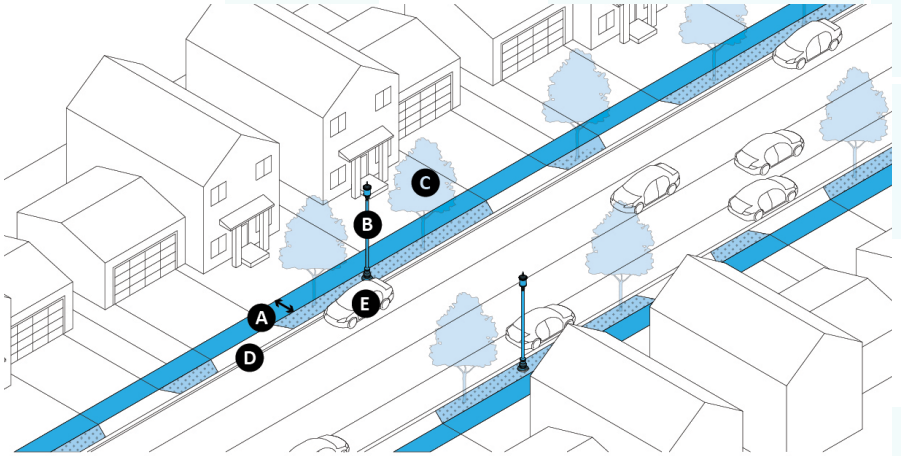


Figure 3.9. Private Streets

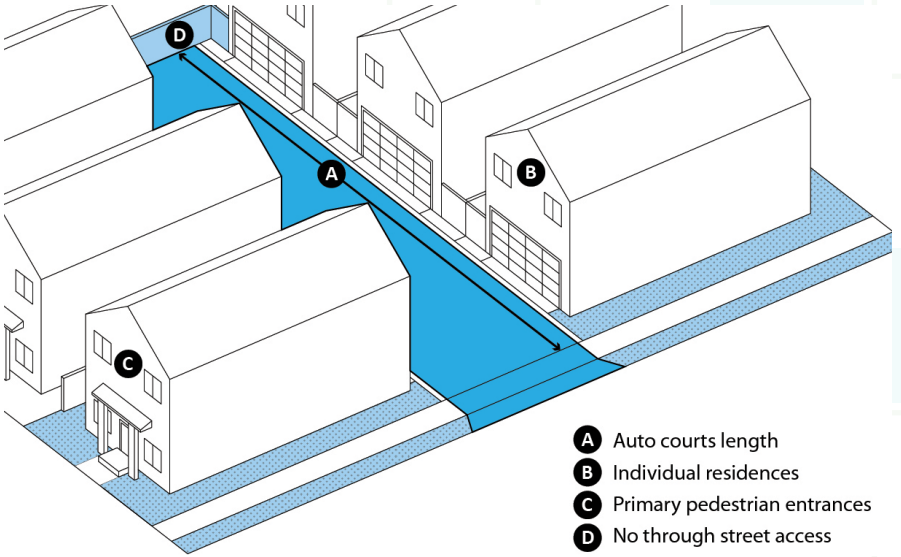


Figure 3.10. Auto Courts

C. COMMON COURTS

a. Common courts provide both vehicular and pedestrian access to multiple residences. Front doors to residences and garages open to common courts.

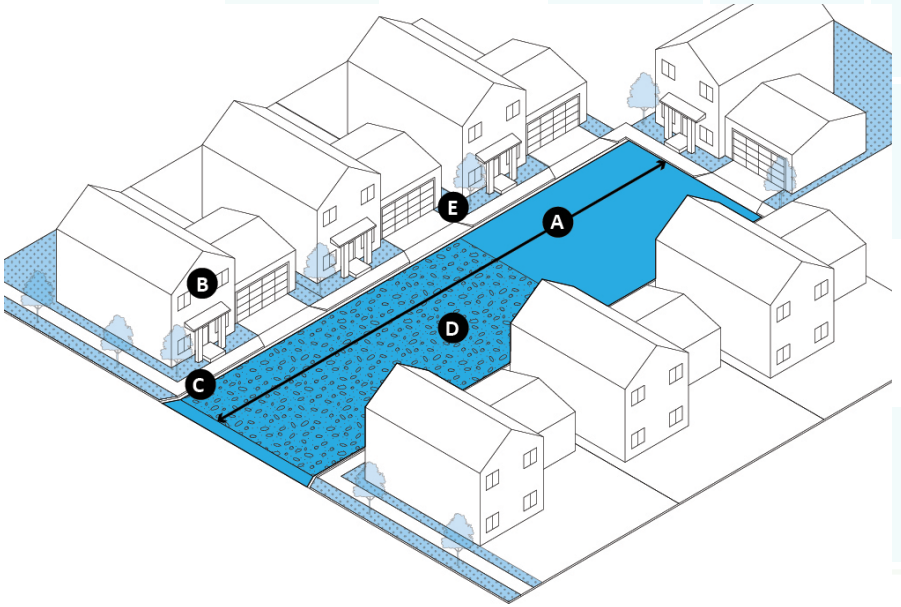
   i. Common courts shall not exceed one hundred fifty (150) feet in length, unless provided with a connecting pedestrian access way.

   ii. Common courts shall not serve more than eight (8) individual residences, unless provided with a connecting pedestrian access way.

   iii. Common courts shall be elevated a minimum of six (6) inches from street-level traffic.

   iv. A minimum of fifty (50) percent of the paving shall be enhanced paving, such as patterned and/or colored pavers, brick, decorative colored concrete, stamped concrete, or permeable materials.

   v. A minimum of five (5) percent of the common court shall be landscaped.



A Common court lenght
B Individual residences
C Common courts elevated from street-level traffic
D Enhanced paving
E Landscaping

Figure 3.11. Common Courts

3.1.6 PARKING

A. SURFACE PARKING

a. Parking shall be located to the rear or side of the primary building. There shall be no vehicular parking between primary building fronts and the public right-of-way. A deviation may be provided under special circumstances. See Administration.

b. Carports

   i. The rear and side walls of a carport shall feature the same colors and materials of the primary buildings.

   ii. The covering of a carport shall feature the same roofing materials of the primary building.

Figure 3.12. Example Carport

B. STRUCTURED PARKING

a. Ramps within the structure must be screened by spandrels or architectural treatments that create a level appearance from the exterior.

b. Pedestrian and vehicular entrances must be distinctly marked with signage and differentiated by color or material treatment that contrasts with the primary façade.

c. The parking structure must provide design details to reduce a monolithic appearance for all street-facing facades. This must include, at minimum, **two (2)** of the following methods:

   i. Facades incorporating alternating projections and recesses, at least two (2) feet in depth and two (2) feet in length, applied every eighty (80) feet horizontally, or for every level above the ground level.

   ii. Vehicular and pedestrian entrances utilizing the architectural elements of the adjacent buildings served by the parking structure.

   iii. Elevators and covered stairwells which project at least five (5) feet from the edge of the ground level of the parking structure.

   iv. Setting back the third level(s) and above at least five (5) feet from the edge of the ground level of the parking structure.

Figure 3.13. Example Parking Structure

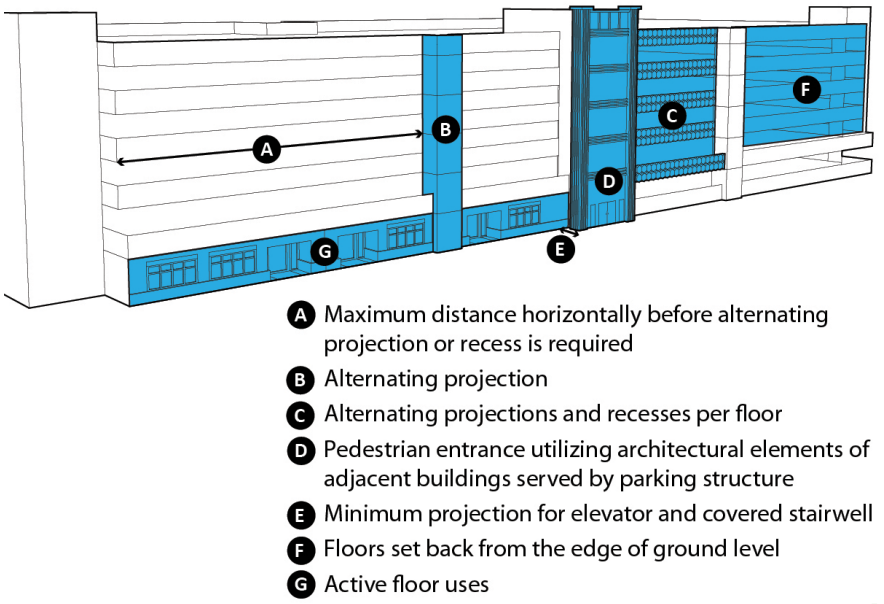


Figure 3.14. Parking Structure

3.2 OPEN SPACE

3.2.1 GENERAL

Open space shall follow the provisions and requirements set forth in the Fountain Valley Municipal Code and the following shall apply.

3.2.2 COMMON OPEN SPACE

Common open spaces may be located on roofs, parking podiums, or at grade. If common open space is provided, it shall conform with the following standards:

a. Dimensions. Common open space shall have a minimum area of two hundred twenty-five (225) square feet with a minimum dimension of fifteen (15) feet in each direction.

a. Site furniture shall use graffiti-resistant materials and/or coatings and skateboard deterrents.

b. Distribution. No more than thirty (30) percent of common open space shall be provided in an enclosed structure with both roof and walls, or a conditioned space.

c. Location. Every unit shall be located within a quarter (1/4) mile walking distance of common open space.

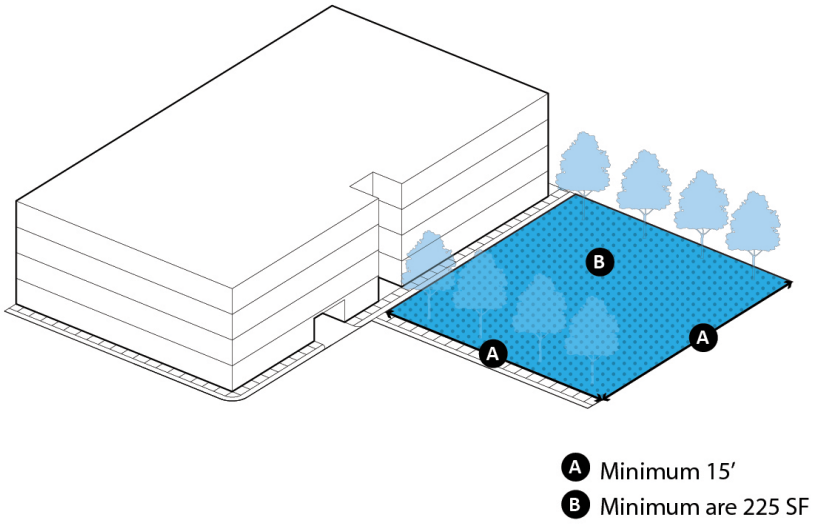


Figure 3.15. Common Open Space Size

A. OUTDOOR SPACE

a. Outdoor common space shall conform to the following requirements:

i. Landscape. A minimum of twenty-five (25) percent of the total common open space shall be planted area with a minimum dimension of thirty (30) inches in length, width, and depth.

ii. Softscape. A maximum of fifty (50) percent of the total common open space may be finished with decomposed granite, gravel, natural stone, brick or concrete unit pavers, and/or similar permeable ground surfacing. Water features, including swimming pools, may count towards this requirement.

iii. Hardscape. A maximum of fifty (50) percent of the total common open space may be paved in standard concrete, textured and colored concrete, and/or concrete with exposed or special aggregate.

iv. Pedestrian walkways shall connect the common open space to a public right-of-way or building entrance.

v. Parks shall provide a minimum of thirty (30) percent shade via trees or structures.

vi. Outdoor common open space areas shall not be directly adjacent to arterial streets, service areas, or commercial development to ensure that they are sheltered from the noise and traffic of streets and incompatible uses, unless a minimum of ten (10) feet wide, dense landscaping is provided as screening.

Figure 3.16. Example Outdoor Open Space

Figure 3.17. Example Outdoor Space Features

Figure 3.18. Example Outdoor Space Landscape and Layout

B. INTERIOR OPEN SPACE

a. Up to thirty (30) percent of the common open space may be accommodated in shared interior recreation spaces, such as lounges and gym/heath facilities.

b. Interior recreation space shall have a minimum floor to ceiling height of twelve (12) feet and have at least one (1) glazed exterior wall.

c. Interior open space shall have a minimum width of twenty (20) feet.

d. Storage areas, bike parking, and mail rooms shall not count as interior open space.

3.2.3 COMMON AMENITIES

a. Common amenities shared by individual units within the same development shall be provided at the ratios in Table 3.1 below. Major and minor amenities are described in Section 3.3.

b. Project Phasing. For projects larger than 100 units, or phased projects, each phase of development shall comply with the respective requirements in Table 3.1, unless otherwise provided through an adopted development agreement.

   i. For example, a 200 unit project with 4 phases, where each phase includes 50 units. Each phase shall include 2 major amenities, or 1 major amenity and 2 minor amenities.

Table 3.1: Common Amenities

Number of Units	Option 1	Option 2	Option 3
11-20	1 major amenity	1 minor amenity	--
21-30	1 major amenity	2 minor amenities	--
31-50	2 major amenities	1 major amenity, AND 2 minor amenities	--
51-100	3 major amenities	1 major amenity, AND 3 minor amenities	2 major amenities, AND 2 minor amenities
101-200	4 major amenities	2 major amenity, AND 3 minor amenities	3 major amenities, AND 2 minor amenities
201-400	5 major amenities	2 major amenities, AND 4 minor amenities	3 major amenities, AND 3 minor amenities
401+	6 major amenities	3 major amenities, AND 5 minor amenities	4 major amenities, AND 4 minor amenities

A. MAJOR AMENITIES:

The following listed major amenities satisfy the common open space requirements. Repeating the same amenity twice will not satisfy the requirement; however, additional amenities are encouraged. For projects with more than four hundred (400) units, one amenity may be utilized twice to count as two (2) major amenities:

a. Park (minimum of fifty (50) percent of the area shall be landscaped) with a minimum area of seven hundred fifty (750) square feet with a minimum area of one thousand (1000) square feet, plus an additional twenty five (25) square feet for every dwelling unit up to four hundred (400) units.

b. Clubhouse with a minimum interior area of seven hundred fifty (750) square feet, plus an additional three (3) square feet per dwelling unit, and with an associated exterior patio area directly adjacent and connected to the clubhouse with a minimum area of two hundred (200) square feet, plus an additional two (2) square feet per dwelling unit.

c. Rooftop terrace with a minimum area of seven hundred fifty (750) square feet, plus an additional five (5) square feet for every dwelling unit up to four hundred (400) units.

d. Swimming pool with a minimum dimension of fifteen (15) feet by thirty (30) feet or equal surface area, plus an additional one (1) square foot for every dwelling unit up to four hundred (400) units.

e. Gymnasium with a minimum area of six hundred twenty-five (625) square feet, plus an additional one (1) square foot for every dwelling unit up to four hundred (400) units.

f. Public-use easement or dedication of land for the purposes of expanding a city-wide open space network such as bike path or recreation corridor, as approved by the Director.

Figure 3.19. Example Major Amenity - Playground

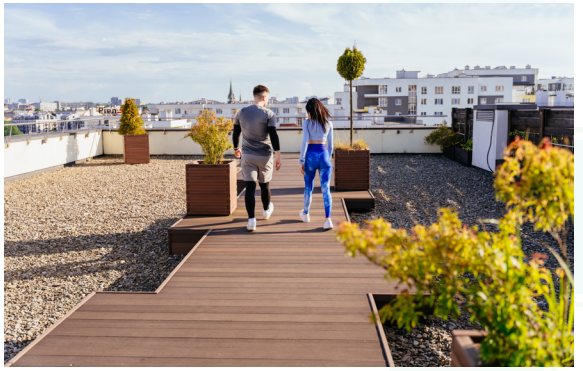


Figure 3.20. Example Major Amenity - Rooftop

Figure 3.21. Example Major Amenity - Pool

B. MINOR AMENITIES:

The following listed minor amenities satisfy the common open space requirements. Each minor amenity may be utilized twice; further repeating the same amenity will not satisfy the requirement.

a. Community room/lobby with a minimum area of five hundred (500) square feet.

b. Tennis, pickleball, basketball (half court and/or full court), or volleyball courts, or other recreational courts.

c. Children's play area with a minimum area of six hundred twenty-five (625) square feet with a minimum dimension of twenty (20) feet in each direction. Children's play areas shall be protected from any adjacent streets or parking lots with a fence or other barrier at least four feet in height.

   i. Outdoor play areas shall provide a minimum of thirty (30) percent shade via trees or structures.

d. Courtyard with a minimum area of six hundred twenty-five (625) square feet.

e. Community garden with individual plots measuring at least five (5) feet by five (5) feet, with the number of plots being no fewer than twenty (20) percent of total units or thirty (30) total plots, whichever is less.

f. Fire pit surrounded with a minimum of four (4) seating with a minimum area of two hundred (200) square feet.

g. Dog park with a minimum dimension of six hundred twenty-five (625) square feet.

h. Barbeque and picnic area with a minimum of two (2) grills with minimum seating for eight (8) with a minimum area of six hundred twenty-five (625) square feet.

i. Additional minor amenities may be approved by the Director.

Figure 3.22. Example Minor Amenity - Garden

Figure 3.23. Example Minor Amenity - Dog Park

Figure 3.24. Example Minor Amenity - Fire Pit

3.2.4 PRIVATE OPEN SPACE

A. BALCONIES

a. Private open space provided on a balcony shall have a minimum area of one hundred (100) square feet with a minimum dimension of ten (10) feet in any direction. This dimension excludes areas for permanent equipment and storage.

b. Private open spaces shall be contiguous to the units they serve and screened to a minimum height of forty-two (42) inches by use of walls and/or fences.

c. Balconies designed per the following standards may qualify as private open space:

   i. All balconies utilized for required open space shall be recessed a minimum of twelve (12) inches partially recessed into the building façade. The maximum projection shall be fifty (50) percent of the balcony's full depth or six (6) feet, whichever is less.

   ii. The underside of projecting balconies shall be finished with building material that matches or is otherwise compatible with the building.

   iii. No balconies shall overhang into the public right-of-way or sidewalk, not including the portion of the building setback behind the existing lot line.

   iv. Balconies shall not overhang into the building setback.

   v. The lower thirty (30) percent portion of balcony rails shall be finished with an opaque material that matches or is otherwise compatible with the building.

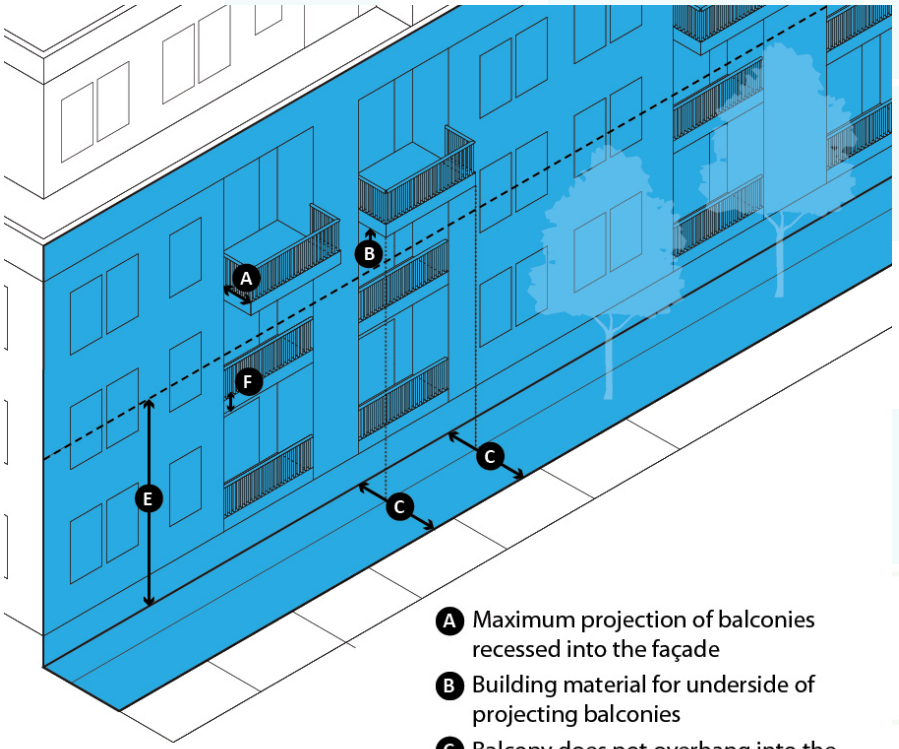


Figure 3.25. Balconies

B. PATIOS

a. Private open space located at the ground level shall have a minimum area of one hundred fifty (150) square feet with a minimum dimension of ten (10) feet in each direction.

b. Private open spaces shall be contiguous to the units they serve and screened to a minimum height of four (4) feet by use of walls and/or fences.

C. ROOF TERRACES

Private open space provided on a roof deck shall have a minimum area of one hundred (100) square feet with a minimum dimension of ten (10) feet in each direction. This dimension excludes areas for permanent equipment and storage.

Figure 3.26. Example Patio

Figure 3.27. Example Rooftop

3.3 MASS AND SCALE

3.3.1 MODULATION

Each public street-facing façade (not including alleys) for buildings three stories or greater shall achieve modulation through at least **two (2)** of the following:

a. Changes in façade materials, textures, and colors (Refer to Sections 3.4.1 - Materials, and 3.4.2 - Colors).

b. Changes in type, size, number, and arrangement of façade doors and windows, permitting no more than two different types, sizes, and arrangements of faced doors and windows per building (Refer to Section 3.4.3 - Doors and Windows).

c. Use of functional and/or decorative horizontal façade projections or recesses at transition lines.

d. Changes in floor-to-floor heights at the second floor or above.

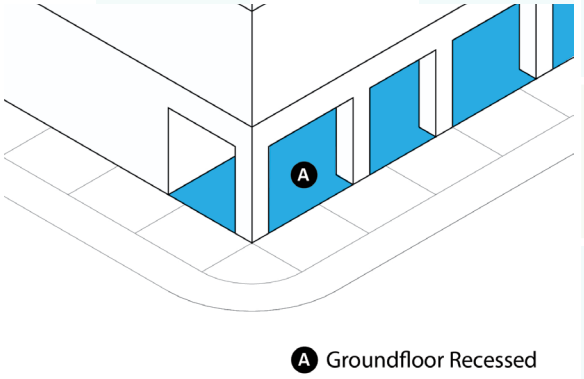


Figure 3.28. Recessed ground floor arcade, utilized as a functional horizontal facade recess.

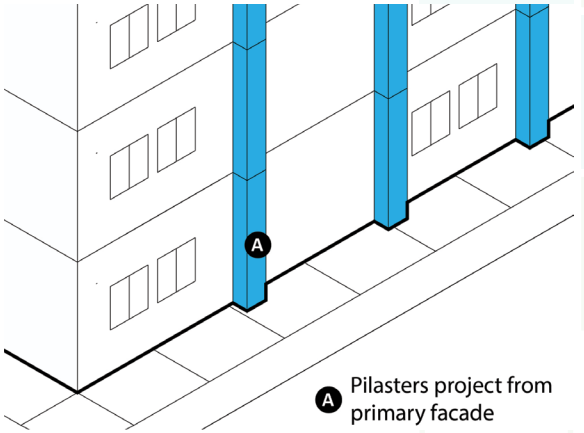


Figure 3.29. Pilasters, utilized as a decorative horizontal facade projection.

3.3.2 HEIGHT MODULATION

Buildings three (3) stories or greater shall incorporate at least **one (1)** of the following:

a. Stepback. Minimum depth of five (5) feet for at least seventy-five (75) percent of the façade of uppermost floor, measured from the primary façade plane; or

b. Roofline Variation. Variation in roof height and/or ridgeline of at least two (2) feet for every sixty (60) linear feet ; or

c. Pitched roof variation. Use of dormers, cross-gable and/or hipped roof lines.

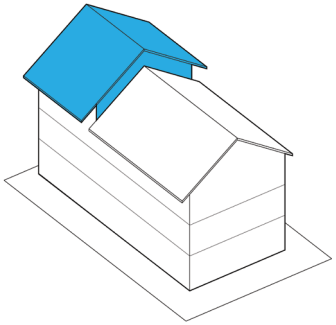


Figure 3.30. Ridgeline Change

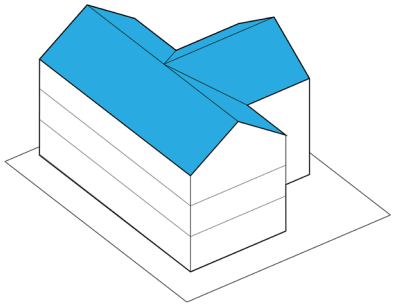


Figure 3.31. Cross Ridgeline

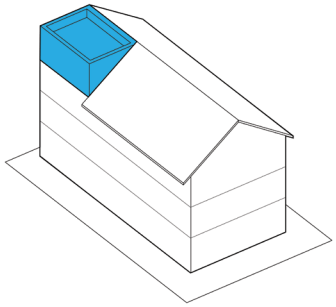


Figure 3.32. Form Change

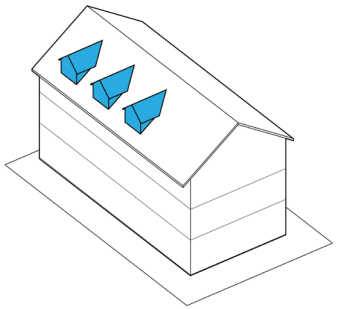


Figure 3.33. Dormers

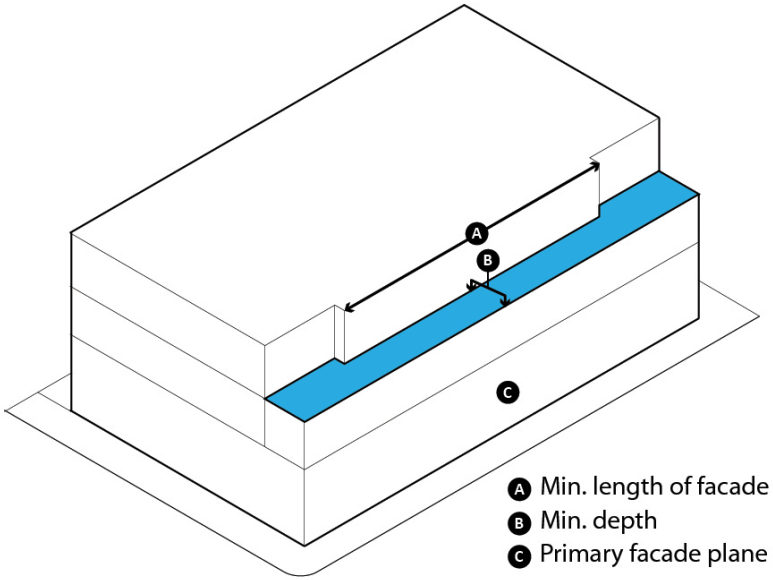


Figure 3.34. Stepback

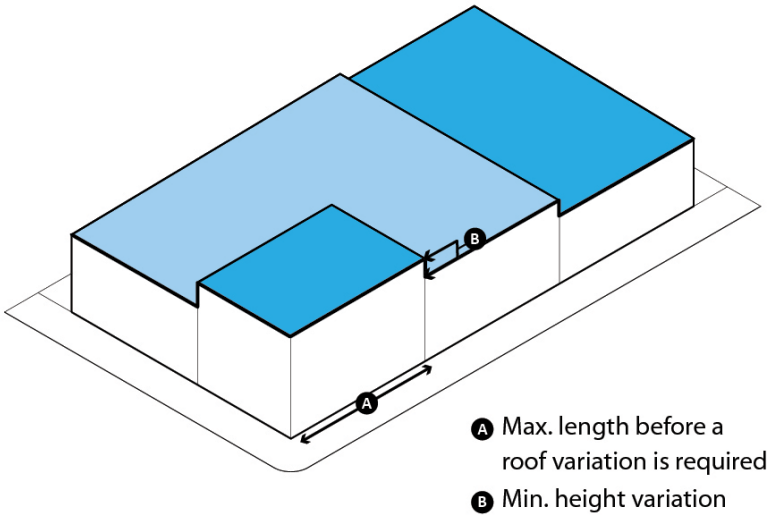


Figure 3.35. Roofline Variation

3.3.3 HORIZONTAL MODULATION

A. SMALL MULTIFAMILY DEVELOPMENTS

All design proposals shall comply with the following horizontal modulation standards:

a. The wall plane of street-facing façades shall be modulated a minimum of one (1) foot perpendicular to the plane at least once every fifty (50) feet, as measured along the lot line. Façade area used to meet this standard may be recessed behind, or project out from, the primary façade plane.

B. MEDIUM AND LARGE MULTIFAMIY DEVELOPMENTS

All design proposal shall comply with the following horizontal modulation standards:

a. For every fifty (50) feet of street-facing façade, a minor modulation of that is a minimum of one (1) foot deep and two (2) feet wide from the primary façade plane. Façade area used to meet this standard may be recessed behind, or project out from, the primary façade plane and may be in one continuous section or a combination of sections across the façade.

b. For every one hundred fifty (150) feet of street-facing façade, a minimum of one (1) major modulation shall be provided, in addition to the minor modulation required. The major modulation shall be at least two (2) deep and four (4) feet wide and extend from grade to highest story.

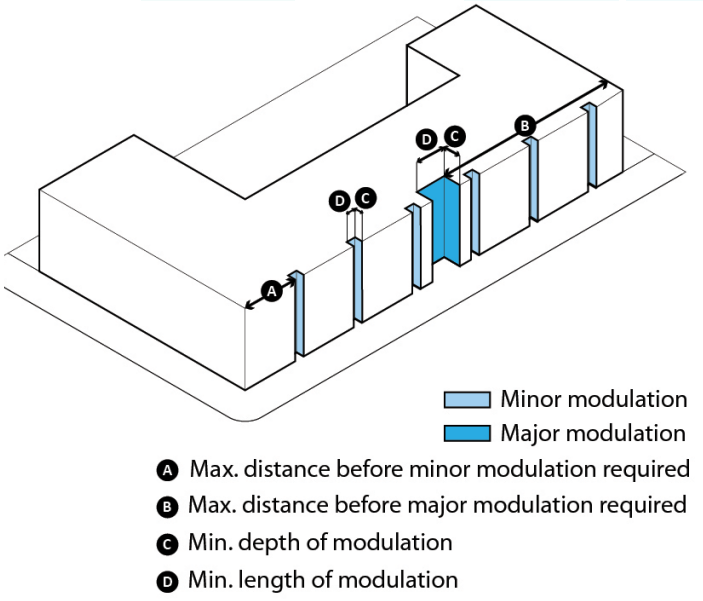


Figure 3.36. Horizontal Modulation

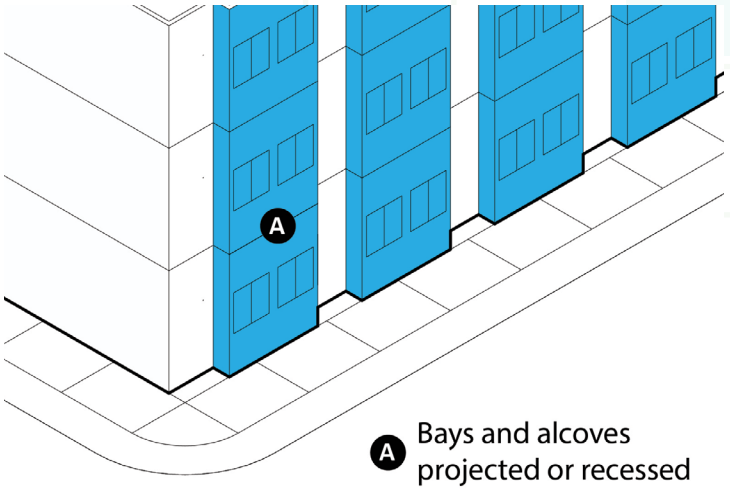


Figure 3.37. Bays and Alcoves used as Horizontal Modulation

3.3.4 ADDITIONAL STANDARDS FOR MEDIUM AND LARGE MULTIFAMILY DEVELOPMENTS

A. TRANSITIONAL MASSING

a. The standards below apply to all buildings where the project site abuts or are located within one hundred fifty (150) feet of single-family residential neighborhoods, and/or historic structures.

i. Any required setback shall not count towards any required publicly accessible open space.

ii. All windows shall be offset at least twelve (12) inches from any windows in adjacent residential buildings and within twenty (20) linear feet to avoid direct line-of-sight.

iii. Within fifty (50) feet of a single-family zone, the front setback of a new multi-family or mixed-used development shall approximate the existing setbacks of the adjacent development, deviating up to five (5) feet.

iv. Within fifty (50) feet of an adjacent single-family zone, or a designated historic structure, the maximum height of a new multi-family or mixed-used development shall be thirty five (35) feet.

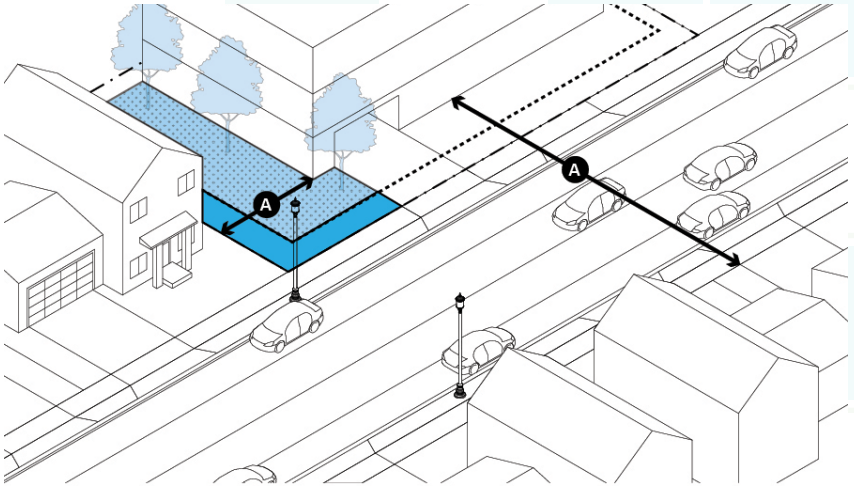


Figure 3.38. Adjacency to Single Family Structures

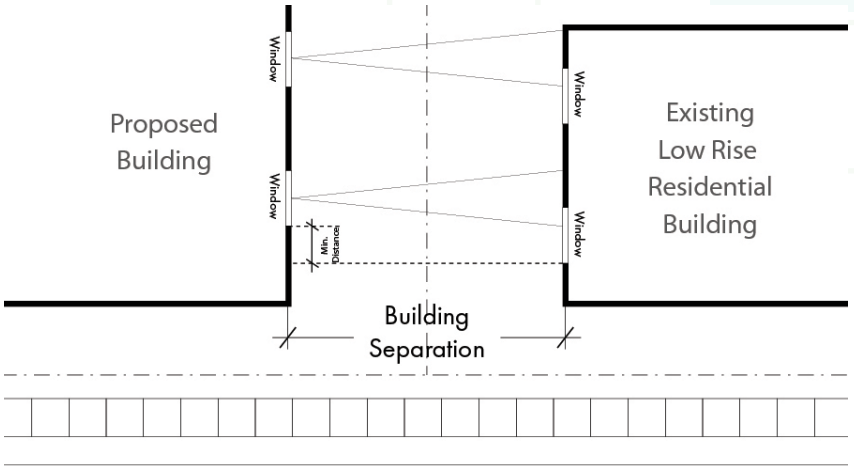


Figure 3.39. View Orientation

B. CORNER ELEMENTS

This applies to medium and large multifamily developments:

a. Buildings located on a major arterial, secondary arterial, and/ or street with a right-of-way greater than one hundred feet, and located at the visual termination of a street shall integrate at least **two (2)** of the following features centered on the terminating street centerline.

   i. Massing element with a greater height than adjacent building facades by a minimum of ten (10) feet for a minimum of twenty (20) feet linear feet; or

   ii. Massing element with a minimum of six (6) feet recess or projection from the primary façade with a minimum of twenty (20) linear feet and extend from grade to the building height; or

   iii. Primary building entry and enhanced canopies or awnings; or

   iv. Color and material variation from the primary façade with a minimum of twenty (20) linear feet and extend from grade to the building height; or

   v. Open space or gathering areas with distinct paving or landscaping.

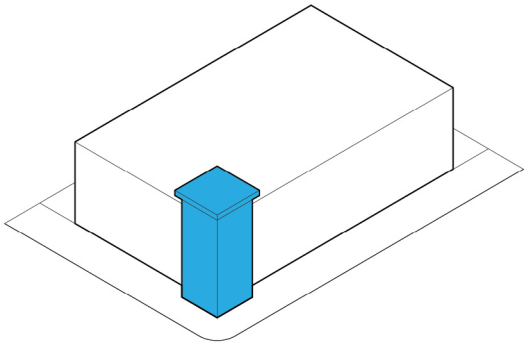


Figure 3.40. Corner Element

Figure 3.41. Example Corner Element

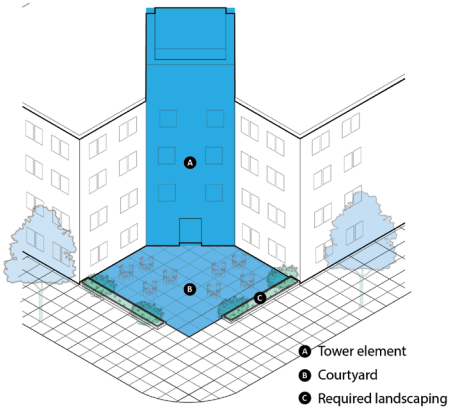


Figure 3.42. Corner Courtyard

C. TERMINATING VISTAS

This applies to medium and large multifamily developments:

a. Buildings located on a major arterial, secondary arterial, and/ or street with a right-of-way greater than one hundred feet, and located at the visual termination of a street shall integrate at least **two (2)** of the following features centered on the terminating street centerline.

   i. Massing element with a greater height than adjacent building facades by a minimum of ten (10) feet for a minimum of twenty (20) feet linear feet; or

   ii. Massing element with a minimum of six (6) feet recess or projection from the primary façade with a minimum of twenty (20) linear feet and extend from grade to the building height; or

   iii. Primary building entry and enhanced canopies or awnings; or

   iv. Color and material variation from the primary façade with a minimum of twenty (20) linear feet and extend from grade to the building height.

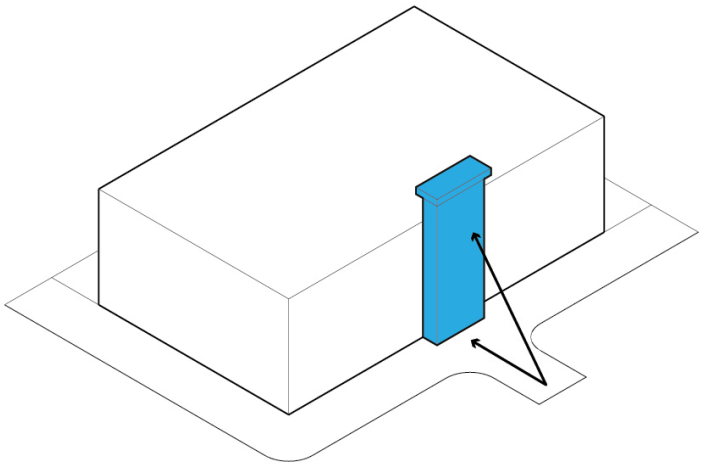


Figure 3.43. Terminating Vista

D. WALKWAY OPENINGS

If walkway openings through buildings, connecting sidewalk with interior courts and/or open spaces are provided, it must conform to the following standards:

a. For buildings three stories or less in height, the walkway opening must have at least ten (10) feet of height clearance from ground to ceiling.

b. For buildings taller than three stories, the height of a covered walkway must be a minimum of twenty (20) feet.

c. A pedestrian bridge or private or public common space may be located twelve (12) feet or higher above ground level. It shall be a maximum of fifteen (15) feet wide and be set back a minimum of three (3) feet from the primary building façade. It shall be open to the air or have ninety (90) percent façade glazing.

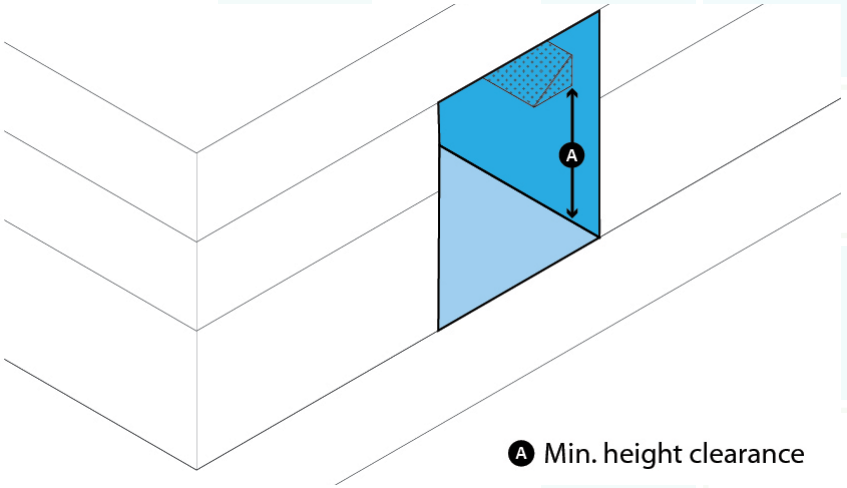


Figure 3.44. Walkway Opening with buildings 3 stories or less

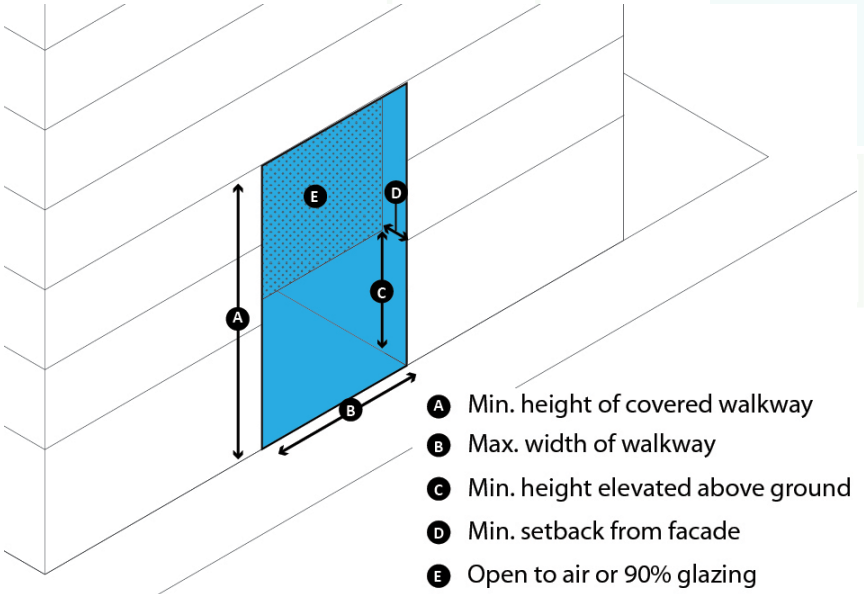


Figure 3.45. Walkway Opening or Pedestrian Bridge

3.3.5 HEIGHT AVERAGING

a. For projects with buildings greater than forty (40) feet, up to thirty (30) percent of the building footprint area may be up to twelve (12) feet taller than the maximum height allowed, provided an equal amount of building footprint area is at least twelve (12) feet shorter than the maximum allowed height. For projects with multiple buildings, up to thirty (30) percent of the buildings may be up to twelve (12) feet taller than the maximum height allowed, provided an equal number of buildings are at least twelve (12) feet shorter than the maximum allowed height.

   i. Height averaging shall not be permitted when it increases the height of a structure that is adjacent to a property that contains a sensitive structure or use, unless the height that is above the maximum is distanced from the sensitive structure or use by a ratio of one and a half (1.5) times the proposed height. Sensitive uses shall include an historic structure, single family residence, single family zone, solar panels, or open space amenity.

b. The use of height averaging to lower a structure's height is encouraged when it is adjacent to sensitive structures or uses.

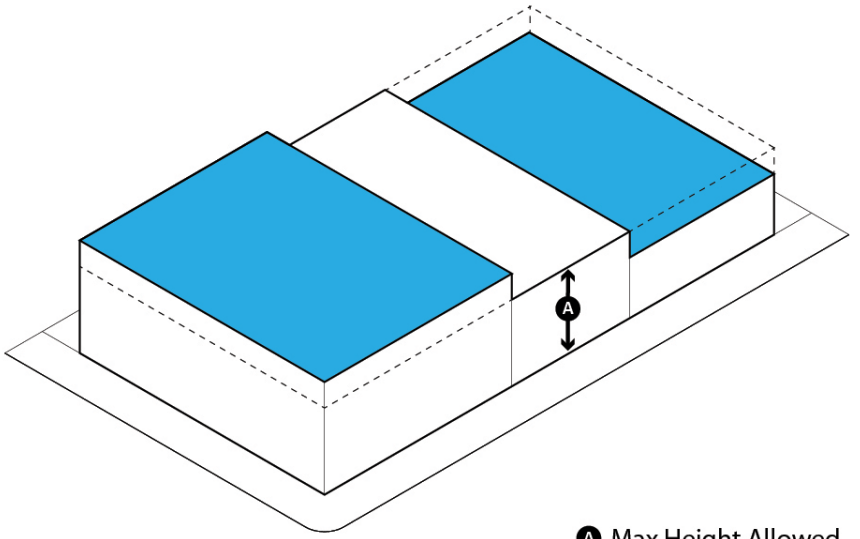


Figure 3.46. Height Averaging

3.4 MATERIALS AND DETAILS

3.4.1 MATERIALS

All materials for new projects and facade remodels shall conform to the following standards:

a. All building façades, including alley-facing elevations, shall be treated equally with durable materials, such as natural stone, brick, siding, precast concrete, and factory-finished metal panels (heavy gauge only), or similar materials that can withstand significant deterioration, decay, or discoloring due to wear or weathering. Materials that are short-lived or insubstantial, such as unfinished wood for exterior use, shall not be permitted.

b. Materials and texture variations shall distinguish a building's base, and/or middle, and/or top.

   i. If a distinct building base is provided (extending from at least the ground to the ceiling of the ground floor), the building's middle and top may feature the same materials and textures.

   ii. If a distinct building top is provided (extending up from the floorplate of the uppermost habitable floor), the building's base and middle may feature the same materials and textures.

   iii. No more than fifty (50) percent of a building's façades may feature materials, colors and textures which extend uninterrupted from the ground to the roofline.

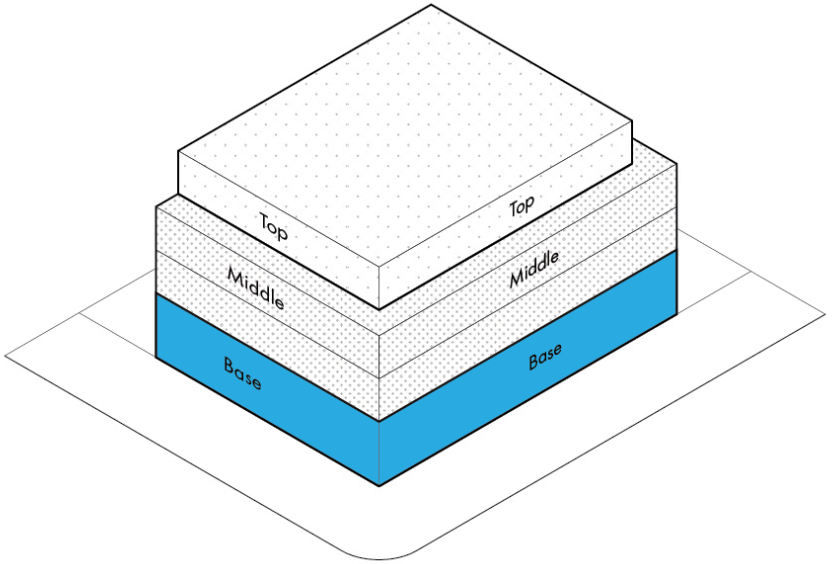


Figure 3.47. Building Materials

Figure 3.48. Example Material Variation

c. Changes in material or color shall occur at inside corners of intersecting walls or at exterior architectural features that break up the wall plane, such as columns.

d. All street-facing façade(s) of buildings over thirty (30) feet in height shall feature a contrasting material finish applied to at least sixty (60) percent of either the ground level or the topmost level façade surface (for example stone veneer versus stucco). This requirement may also be met with an equivalent numerical balance applied to both ground level and uppermost level facades (for example, half the ground floor and half the upper floor). For the purposes of this requirement, window glazing is considered a contrasting material.

e. If employed on stucco facades, expansion joints shall reinforce the grid pattern created by window and door openings by aligning with:

   i. Window and/or door jambs, sills, and/or headers; or

   ii. The centerlines of windows and/or doors; or

   iii. Wall breaks such as recesses and/or soffits created by balcony openings.

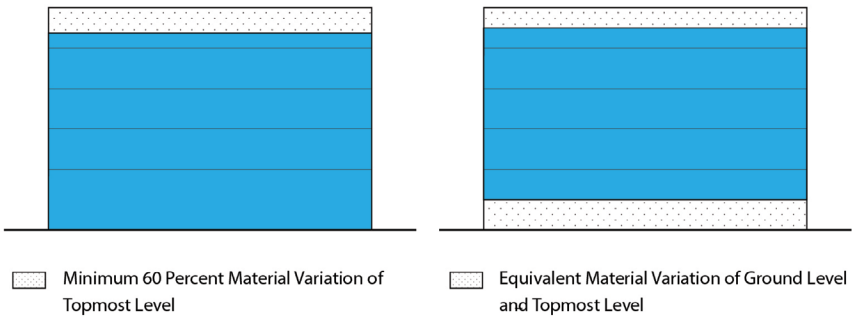


Figure 3.49. Material Variation

Figure 3.50. Example Expansion Joint Alignment

3.4.2 COLOR AND TEXTURE

All new development and façade remodels that require building permits shall comply with the following design standards:

a. All building façades facing a street or public open space shall be articulated for at least eighty (80) percent of each façade length. All other building façades shall be articulated for at least sixty (60) percent of each façade length. Façade articulation shall be achieved through at least **four (4)** of the following architectural elements:

   i. Minimum of three (3) material variations including contrasting accent colors for doors, awnings, etc.; or

   ii. Minimum of two (2) window types and/or size variation; or

   iii. Window details such as moldings, decorative trim, and wood frames; or

   iv. Balconies and/or porches; or

   v. Decorative light fixtures; or

   vi. Decorative attic/gable vent; or

   vii. Decorative moldings and/or cornices; or

   viii. Trellis and/or arbor structures.

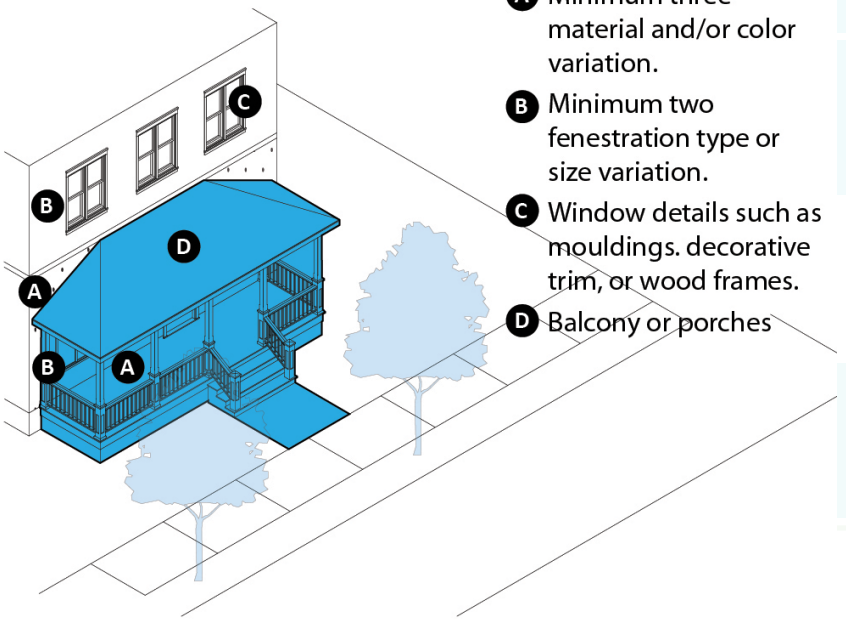


Figure 3.51. Color and Texture

b. Color Schemes – Single Structure
   i. Structures shall have at least two primary colors and two accent colors, in addition to roof color.
   ii. Structures shall have a maximum of three primary colors and four accent colors, in addition to roof color.
   iii. Primary colors shall be utilized on a building's facades
   iv. Accent colors shall be reserved for window and door frames, recesses and projections associated with windows and doors (such as balconies, bay windows, etc.), expansion joints, plane brakes, material breaks, as well as other decorative trim and exterior architectural features.

c. Color Schemes – Multiple Buildings
   i. Residential developments between three (3) and nine (9) habitable buildings shall provide a minimum of two distinct color schemes. A single color scheme shall be dedicated to no less than thirty (30) percent of all residential buildings.
   ii. Residential developments with ten (10) or more habitable buildings shall provide a minimum of three distinct color schemes. A single color scheme shall be dedicated to no less than thirty (30) percent of all residential buildings.

d. Portions of a facade without a window, balcony, ground floor windows, and/or doorways for at least thirty (30) feet in any direction shall feature at least **one (1)** of the following design treatments:
   i. Architectural treatments (such as trellises, screens, or changes in materials) that cover at least fifty (50) percent of the blank façades surface.
   ii. Vertical landscaping treatments that cover at least fifty (50) percent of the blank façade surface.

Figure 3.52. Blank Façades Treatment

3.4.3 DOORS AND WINDOWS

a. All windows shall be offset at least two (2) feet from any windows in adjacent buildings within twenty (20) linear feet to avoid direct line-of-sight, and one (1) foot from any windows more than twenty (20) linear feet away.

b. All windows shall either be recessed at least three (3) inches from the plane of the surrounding exterior wall or shall have a trim or windowsill at least one (1) inch in depth.

   i. When trim is used, a minimum of one (1) inch by four (4) inch trim is required.

   ii. With stucco walls, a minimum of one (1) inch deep, raised relief around the window is required.

   iii. With brick, a minimum two (2) inch wide brickmold is required around windows.

c. All windows facing a public street shall feature at least **two (2)** of the following treatments:

   i. Variation in window types and/or sizes; or

   ii. Moldings; or

   iii. Wood frames; or

   iv. Decorative trim; or

   v. Shutters.

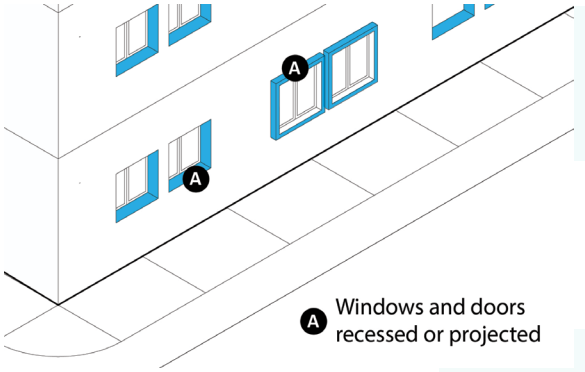


Figure 3.53. Recessed Doors and Windows

3.4.4 MAILBOXES

d. Mailboxes shall be located in a highly visible location within one block of the residential units.

e. A bench and/or seating area and a trash receptacle shall be located adjacent to the mailboxes.

Figure 3.54. Example Mailboxes

4.0 MIXED-USE

Standards outlined below only apply to the new construction of mixed-use developments, or the substantial remodel and expansion fifty (50) percent or more of the existing walls and/or roof) of existing mixed-use developments.

4.1 Vertical Mix of Uses

4.2 Horizontal Mix of Uses

4.1 VERTICAL MIX OF USES

4.1.1 DISTRIBUTION OF USES

a. A minimum of fifty (50) percent of a vertical mixed-use building's commercial or office components shall be located on the ground floor.

b. A maximum of thirty (30) percent of a vertical mixed-use building's residential units may be located on the ground floor.

4.1.2 ENTRANCES

a. Entrances to upper floor uses shall be provided through a common lobby entrance and/or by a common entrance along a façade fronting a street.

b. All ground floor tenant spaces that have street frontage shall have entrances on a façade fronting a street.

c. There shall be a ground-floor entrance to either a commercial, residential, or open space use every fifty (50) feet along the building's street-facing frontages.

d. Structures with multiple commercial tenant spaces shall feature modulated entrances for at least half of its tenant entrances. A modulated entrance must be recessed by a minimum of three (3) feet deep, or projected at least three (3) feet out. These modulations may be combined with other modulation requirements.

4.1.3 BUILDING DESIGN

a. Service entries, loading areas, and trash areas associated with commercial uses shall not be immediately adjacent to residential uses.

b. The windows, doors, and other access points of commercial uses shall be oriented so as not to have a direct line-of-sight into residential uses.

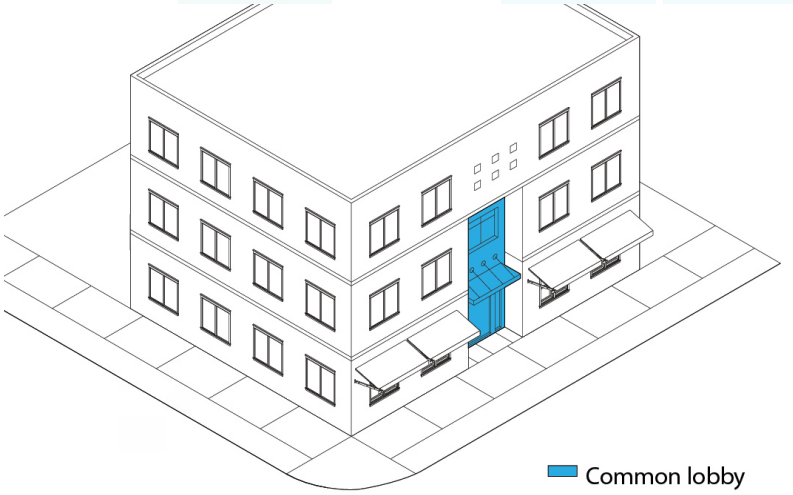


Figure 4.1. Common Lobby

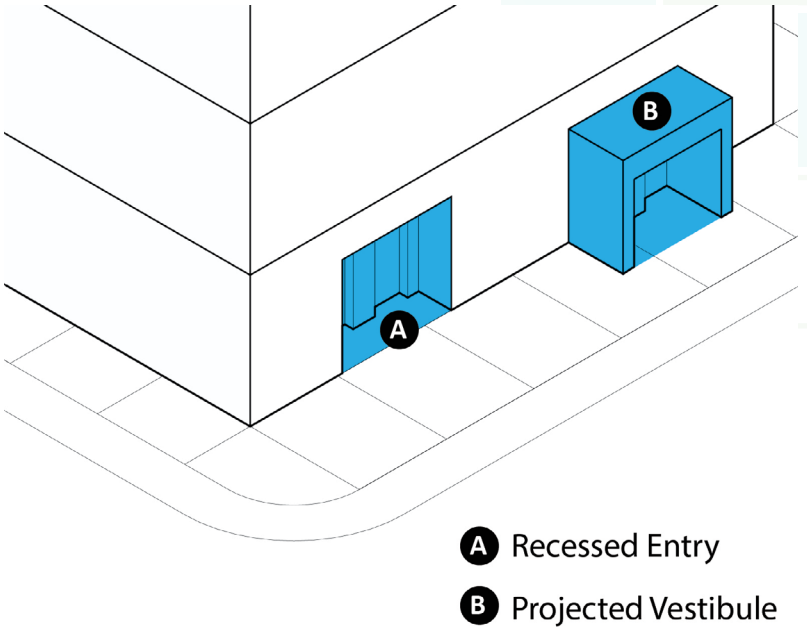


Figure 4.2. Commercial Entrances

4.2 HORIZONTAL MIX OF USES

4.2.1 SITE PLANNING

a. Commercial buildings shall face public streets and engage the sidewalk.

b. Residential uses shall be located at the rear or sides of the site.

c. Parking for commercial uses shall be located at the center of the site, allowing the parking to provide a buffer from on-site residential uses and maximize shared parking opportunities between residential and commercial uses.

d. If provided, dedicated private residential parking areas shall be located away from public commercial parking with a dedicated entrance.

e. The commercial, residential, and open space areas of a horizontal mixed use project shall be connected via internal pathways.

f. Common residential open space as part of a horizontal mixed-use project shall not be publicly-accessible.

4.2.2 BUILDING DESIGN

a. Service entries, loading areas, and trash areas associated with commercial uses shall not be immediately adjacent to residential uses.

b. The windows, doors, and other access points of commercial uses shall be oriented so as not to have a direct line-of-sight into residential uses.

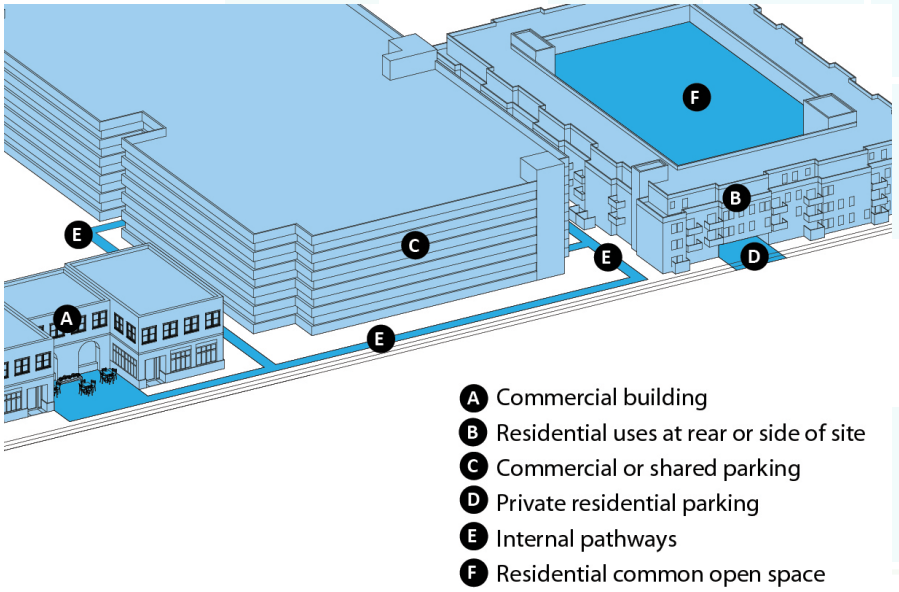


Figure 4.3. Horizontal Mix of Uses

5.0 DEFINITIONS

5.1 DEFINITIONS

Alley. A public or private roadway, generally not more than thirty feet wide that provides vehicle access to the rear or side of parcels having other public street frontage, that is not intended for general traffic circulation

Articulation. The process of stepping and recessing external walls of a building in plan and in section. This process essentially creates more corners and edges to a building, which reduces the potential for the presentation of large expanses of blank walls.

Awning. An architectural fabric or metal projection that provides weather protection, building identity, or decoration, and is wholly supported by the building to which it is attached. An awning consists of a lightweight frame structure over which a cover is attached.

Block. All property fronting upon one side of a street between intersecting and intercepting streets, or between a street and a waterway, dead end street, park, or city boundary. An intercepting street shall determine only the boundary of the block on the side of a street which it intercepts.

Building Mass (Massing). Mass refers to the general shape and form as well as size of a building.

Carport. An attached or detached accessory structure enclosed on no more than two sides.

Clerestory Windows. Vertical windows placed high on a wall, often above eye level.

Commercial Use. A non-residential use such as retail, service, automotive, medical, food service, hospitality, and office uses.

Corner Element. A distinct architectural treatment, expressed through a change in form, mass, decoration, or any combination thereof, located on the corner of a building.

Cornice. A horizontal moulding projecting along the top of a wall, building, etc.

Courtyard. An extent of open ground partially or completely enclosed by walls or buildings.

Detail. An element of a building such as trim, moldings, other ornamentation or decorative features.

Dome. A rounded roof or vault, usually built in the form of a hemisphere.

Dormer. A structure projecting from a sloping roof, usually housing a vertical window in a small gable or a ventilating louver.

Driveway. A paved area of a lot located between the public right-of-way and the garage, carport, or required parking space designed and intended as an access way between a private or public road and the garage, carport, or required parking space.

Driveway, Primary. A driveway providing both ingress and egress from a property.

Driveway, Secondary. A driveway providing either ingress or egress from a property.

Dwelling. A room or group of internally connected rooms that have sleeping, cooking, eating and sanitation facilities, but not more than one kitchen, which constitute an independent housekeeping unit, occupied by or intended for one household on a long-term basis.

Easement. A grant of one or more of the property rights by the property owner to and/or for use by the public, a corporation or another person or entity.

Elevation. An orthographic view of the vertical features of a building (front, rear, side, interior elevation).

Exterior Architectural Feature. The architectural elements embodying style, design, general arrangement and components of all of the outer surfaces of an improvement, including, but not limited to, the kind, color and texture of the building materials and the type and style of all windows, doors, lights, signs and other fixtures appurtenant to such improvement.

Façade. The entire exterior side of a building; especially the architectural front, sometimes distinguished from the other sides by elaboration of architectural or ornamental details.

Fenestration. The stylistic arrangement of windows in a building.

Frontage or Fronting. the portion of a parcel which abuts a street right-of-way.

Gable Roof. A roof having a gable at one or both ends; a roof sloping downward in two opposite directions from a central ridge, forming a gable at each end.

Garage. An attached or detached accessory structure with a door, enclosed on at least three sides.

Glass Blocks. Thick blocks of glass, typically hollow, used as a building material.

Glass, Opaque. Glass that blocks the passage of light.

Hardscape. The non-living, structural elements of a landscape, such as patios, walkways, direways, and decks.

High-Quality Materials. Treated wood, stone, brick, stucco, fiber cement or other cementitious material, or composite wood or stone, with no unfinished edges.

Hipped Roof. A roof that slopes upward from all four sides of a building, requiring a hip rafter at each corner.

Lot. A recorded lot or parcel of real property under single ownership, lawfully created as required by the Subdivision Map Act and city ordinances, including this title. Types of lots include the following.

Lot Line. Any recorded boundary of a lot.

Maintenance. The work of keeping something in proper condition; upkeep.

Mixed-Use. A project allowing for a combination of residential and nonresidential uses in a single Building Site.

Mixed-Use, Horizontal. A project allowing for a combination of residential and nonresidential uses on separate portions of a single Building Site.

Mixed-Use, Vertical. A project allowing for a combination of residential and nonresidential uses in the same building, typically with Commercial Uses on the ground floor, and residential dwellings above.

Modulation, Major. An articulation which extends from the ground level to roofline of a building.

Modulation, Minor. An articulation which does not extend from the ground level to the roofline.

Multi-family dwelling(s). A building or a portion of a building used and/or designed as residences for three or more families living independently of each other. Includes: triplexes, fourplexes (buildings under one ownership with three or four dwelling units, respectively, in the same structure) and apartments (five or more units under one ownership in a single building); townhouse developments (three or more attached single-family dwellings where no unit is located over another unit) and senior citizen multi-family housing.

Parapet. A retaining wall at the edge of a roof, porch, or

terrace.

Parcel. *See Lot.*

Parking. To put or leave (a vehicle) for a time in a certain location.

Pedestrian Paseos. Landscaped passageways that serve as midblock crossings and may additionally provide access to interior courtyards.

Rooflines. Various forms to a roof, such as pitch, ridge, hip, etc., often at different angles.

Setback. The distance a building is recessed from the property line, curb of the street, or the edge of the sidewalk.

Shade Trees. A twenty-four (24) inch box tree or larger.

Shutter. Each of a pair of hinged panels, often louvered, fixed inside or outside a window that can be closed for security or privacy or to keep out light.

Sidewalk. A paved walkway along the side of a street.

Sill. The horizontal exterior member at the bottom of a window or door opening, usually sloped away from the bottom of the window or door for drainage of water and overhanging the wall below.

Site. A parcel or adjoining parcels under single ownership or single control, considered a unit for the purposes of development or other use.

Softscape. The living elements of a landscape, primarily plants, such as trees, shrubs, flowers, grass, groundcover, and mulch.

Spire. A tall, pointed structure on top of a building.

Stepback. The recessing of the upper part of the façade due to the smaller area of the upper floors.

Street. A public thoroughfare accepted by the city, which affords principal means of access to abutting property, including avenue, place, way, drive, lane, boulevard, highway, road and any other thoroughfare except an alley

Structure. Anything constructed or erected, the use of which requires attachment to the ground or attachment to something located on the ground.

Terminating vista. In urban design, a terminating vista is a building or monument that stands at the end or in the middle of a road, so that when one is looking up the street.

Yard. An area between a lot line and a setback, unobstructed and unoccupied from the ground upward, except for projections.

CITY OF FOUNTAIN VALLEY
CITY COUNCIL

COUNCIL ACTION REQUEST

To: Honorable Mayor and Members of the City Council

Agenda Date: June 16, 2026

SUBJECT: Public Hearing and Introduction of: Code Amendment 24-01 (CA 24-01), Precise Plan 581 (PP 581), and Mitigated Negative Declaration and Mitigation Monitoring Reporting Plan for the MemorialCare Orange Coast Medical Center Parking Structure Project on a 2.2-acre property located at the southwest corner of Talbert Avenue and Foster Street.

Three-Year Strategic Goals

☐ Enhance the culture and environment of "A Nice Place to Live"
☐ Attract and retain revenue producing businesses
☐ Achieve fiscal stability in accordance with the 20-Year Financial Plan
☐ Attract and retain quality staff
☒ Not applicable

EXECUTIVE SUMMARY

MemorialCare Orange Coast Medical Center (OCMC), represented by Hunsaker & Associates, is requesting approval of Code Amendment (CA 24-01) to modify the Orange Coast Memorial Medical Center Specific Plan (OCMMC), Precise Plan (PP 581) for the construction of a standalone parking facility, along with the adoption of a Mitigated Negative Declaration (MND) and a Mitigation Monitoring and Reporting Program (MMRP) for the OCMC Parking Structure Project.

The proposed project would redevelop the existing 231-space surface parking lot, known as the Foster Lot, located at the southwest corner of Talbert Avenue and Foster Street with a new employee and physician-only parking structure containing 784 parking spaces. The freestanding structure would include one (1) subterranean parking level, three (3) covered parking levels, and a rooftop parking level, for a total of five (5) levels. A third-level pedestrian bridge is proposed crossing above Foster Street connecting to an elevator tower on the main hospital campus. The parking structure would be approximately 36 feet in height to the rooftop parapet, with an elevator tower under 42 feet in height.

The project is intended to address the documented parking deficiencies at the OCMC campus, improve parking organization, and support the ongoing operations of the existing

medical center. The parking study prepared for the project, included as Attachment 8 in the April 22, 2026, Planning Commission Staff Report, concluded that the proposed structure would create sufficient parking supply to meet campus demand. The Vehicle Miles Traveled (VMT) screening analysis, also included with the Planning Commission staff report, further concludes that the project would have a less-than-significant transportation impact on the environment because it serves the existing hospital operations and does not introduce a new trip-generating land use.

The Planning Commission held a duly noticed public hearing on April 22, 2026, and by a 5-0 vote, recommended that the City Council adopt CA 24-01 and approve the MND and MMRP. The Commission also approved PP 581, subject to the City Council action on the specific plan amendment (CA 24-01) and environmental documents (MND & MMRP).

Actions Requiring City Council Approval

- Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program (MMRP) for the project per California Environmental Quality Act (CEQA) Guidelines Section 15074 to ensure the project's environmental impacts are adequately addressed and monitored (Attachment 1).

- Code Amendment (CA) 24-01 to amend the Orange Coast Memorial Medical Center Specific Plan to permit the construction of a freestanding parking structure in Planning Area 3 of the OCMC. The proposed amendment updates the specific plan's text, exhibits, and site utilization tables to reflect current campus conditions and the proposed parking structure. The amendment further modifies the development standards for Planning Area 3 by allowing a parking structure use, reducing the setback along Talbert Avenue from 50 feet to 20 feet, increasing the maximum building height to 40 feet, and permitting elevator towers, lighting, and solar panel features up to 52 feet. The amendment also updates parking ratio requirements for certain medical land uses consistent with the project's parking study and Chapter 21.22 of the Fountain Valley Municipal Code (FVMC)(Attachment 2).

Staff recommends the City Council conduct a public hearing and introduce the ordinance to adopt CA 24-01 and adopt a resolution approving an MND and MMRP for the MemorialCare Orange Coast Medical Center Parking Structure Project.

DISCUSSION

Location and Setting

The project site is an existing 2.2-acre surface parking lot, known as the Foster Lot, located at the southwest corner of Talbert Avenue and Foster Street. The lot is physically separated from the main OCMC campus by Foster Street and currently contains 231 surface parking spaces for employees, physicians, patients, and guests of OCMC.

The broader OCMC campus spans approximately 15.5 acres at the southwest corner of Talbert Avenue and Brookhurst Street and includes five (5) primary buildings: Orange

Coast Memorial Hospital at 9920 Talbert Avenue, the Patient Care Pavilion at 18111 Brookhurst Street, and three medical office buildings at 18035 Brookhurst Street, 9900 Talbert Avenue, and 9940 Talbert Avenue. Together, these buildings total approximately 465,318 square feet of gross floor area devoted to hospital, medical office, administrative, imaging, laboratory, and related support functions.

The campus is bordered by Talbert Avenue to the north, Brookhurst Street to the east, the Mariposa Plaza commercial center to the south, the Mariposa residential townhome community to the south and southwest and detached single-family residences along Lemon Street to the west. More specifically, the Foster Lot is bordered by Talbert Avenue to the north, Foster Street to the east, the Mariposa residential community to the south, and the rear yards of the single-family residential properties to the west along Lemon Street.

PROJECT DESCRIPTION

The proposed project would demolish the existing Foster Lot surface parking lot, consisting of 231 parking spaces, and construct a freestanding parking structure with 784 parking spaces dedicated to employees and physicians of OCMC only, with no visitor parking (Attachment 3). The proposed structure includes one (1) subterranean parking level, three (3) covered parking levels, and a rooftop parking level, for a total of five (5) parking levels. The proposal also includes a pedestrian bridge on the third level crossing above Foster Street, connecting the parking structure to a freestanding elevator and staircase tower on the OCMC campus, on the east side of Foster Street. The parking structure height would be approximately 36 feet 2 inches measured to the rooftop parapet. The parking structure elevator tower height would be approximately 41 feet 10 inches, and the pedestrian bridge elevator tower on the east side of Foster Street would be approximately 37 feet 8 inches tall (Attachment 4).

Vehicular access to the structure would be modified from the current full-access driveway on Foster Street and a right-in/right-out Talbert Avenue driveway to a two-lane gated entry-only driveway on Foster Street and a gated right-turn exit-only driveway on Talbert Avenue. The project also includes pedestrian access locations at grade and via the proposed pedestrian bridge.

To accommodate the bridge and elevator improvements, three (3) existing parking spaces adjacent to the 9900 Talbert Avenue medical office building will need to be removed.

Applicant Revisions and Design Changes

The original application proposed a larger structure with 862 parking spaces and a gross floor area of approximately 308,737 square feet. Following neighborhood outreach and public feedback, the project was revised and resubmitted on November 25, 2025.

The revised design reduced the proposed structure by 78 spaces to 784 parking spaces and approximately 293,323 square feet, while incorporating design changes intended to reduce visual and neighborhood impacts, including:

- Stepped-back massing along the western edge adjacent to single-family homes on Lemon Street
- Increased upper-level setbacks from the west property line - from 18 feet to 38 feet (second and third level) and 64 feet (rooftop level)
- Removal of upper-level head-in parking stalls along the western edge
- Relocation of the northwest stair tower to reduce direct views into rear yards along western edge
- Expanded landscaped buffer along the west side
- Circulation controls designed to discourage employee access through residential streets – prohibiting left-turn entries from northbound Foster Street.

Background and Prior Entitlements

The OCMC campus has a long planning history in the City of Fountain Valley, which was originally established in 1986 as FHP Hospital. In 1996, Memorial Health Services acquired the hospital and changed its name to Orange Coast Memorial Medical Center. Then in 2007, the City Council formally adopted the OCMMC Specific Plan that was included with the approvals for the six-story, 80-foot-tall Patient Care Pavilion (PCP) building at 18111 Brookhurst Street.

The 2007 approvals allowed the construction of the existing PCP building and the 2012 emergency department expansion. The 2007 approvals also recognized parking demand as a central issue for campus operations and required ongoing parking management, monitoring, and contingency planning.

Subsequent Planning Commission and City Council actions have addressed parking operations, valet circulation, emergency room expansion, and temporary parking solutions, including the use of the Mariposa Plaza parking spaces under a restrictive covenant to help address OCMC's parking demand.

The current proposal should therefore be understood as part of a longstanding effort to address campus parking deficiency and operational constraints identified in prior approvals for development at OCMC.

CODE AMENDMENT NO. 24-01

The proposed Code Amendment (CA 24-01) would revise the Orange Coast Memorial Medical Center Specific Plan to allow for the development of a freestanding parking structure on the existing Foster Lot to support hospital operations.

The CA would update the specific plan text and exhibits to reflect both current campus conditions and the proposed parking structure project. It would also revise the existing and proposed site utilization tables to accurately reflect current development on the OCMC campus and the planned improvements associated with the parking structure project. Additional changes include:

- Modification to development standard in Section 4.4.1.2 - Planning Area 3 to allow a parking structure use.

- Modification to Section 4.4.2.1 - Building Setbacks to modify the required Talbert Avenue building setback (50-foot setback) to allow a parking structure with a 20-foot minimum setback from Talbert Avenue.

- Modification to Section 4.4.2.3 - Maximum Building Height to allow a parking structure with a maximum building height of 40 feet and elevator tower, lighting and solar panel elements up to 52 feet in Planning Area 3.

- Modifications to specific plan exhibits: removing the area labeled *Potential Future Development Area* from Exhibits 4, 5, and 6 from the OCMC Specific Plan.

The CA would also revise the parking standards in Section 4.4.2.11 - Parking and Access, to modify required parking ratios for medical/dental offices, hospital services, and medical/dental labs. These revised parking ratios are reflected in the project's parking study dated November 25, 2025, and are intended to align the OCMC Specific Plan with Chapter 21.22 (Parking and Loading) of the Fountain Valley Municipal Code (FVMC).

The amendment to the specific plan is necessary because the existing OCMC Specific Plan contemplated future expansion of the existing parking structure rather than construction of a new freestanding structure at the Foster Lot. The proposed CA provides the necessary regulatory framework to allow construction and operation of the proposed parking structure.

PRECISE PLAN NO. 581

The Planning Commission approved PP 581 on April 22, 2026, subject to City Council action on the specific plan amendment (CA 24-01) and associated CEQA documents (MND & MMRP). The approved PP 581 entitles the design and construction of the proposed freestanding parking structure in Planning Area 3 of the OCMC Specific Plan. The project site is currently developed as a 2.2-acre surface parking lot with 231 parking spaces. The project proposes the demolition of the existing surface lot and construction of a 3-story, 5-level freestanding parking structure providing up to 784 parking spaces for OCMC hospital operations, including a third-level pedestrian bridge across Foster Street connecting to the OCMC campus. Table 1 below provides a breakdown of the proposed structure size by floor and Table 2 provides setback information:

Table 1:

Structure Level	Parking Spaces	Floor Area
Basement Level	176	74,492 sq. ft.*
First Floor (Ground Level)	162	59,318 sq. ft.
Second Floor	160	56,115 sq. ft.
Third Floor & Pedestrian Bridge	160	56,115 sq. ft.
Rooftop Level (rooftop)	126	45,637 sq. ft.
	784	**293,323 sq. ft.**
* 9,800 sq. ft. Storage at Basement Level		

Table 2:

Parking Structure Setbacks to Streets and Adjacent Residential Properties	
Talbert Avenue	23 feet – 8 inches
Foster Street	17 feet – 3 inches
West – Adjacent to rear yards of R1 single-family homes on Lemon Street	18 feet – First Level – (at grade) 36 feet – Second & Third Level 64 feet – Rooftop Level at 32 feet 8 inches above grade
South – Adjacent to Mariposa Townhomes	66 feet – 4 inches

PP 581 – PROJECT HIGHLIGHTS

Changes from the Original Proposal

- The original submittal proposed 862 parking spaces and 308,737 sq. ft.
- The revised submittal reduced the project to 784 spaces and 293,323 sq. ft.
- The redesign was in response to the community feedback by reducing mass and increasing setbacks adjacent to homes to the west.

Residential Buffer and Privacy Enhancements

- Terraced massing: The structure was redesigned with a stepped-back western elevation on the 2nd and 3rd levels to reduce visual bulk near residences to the west, also the rooftop level was moved farther from the west property line to 64 feet from the west.
- Privacy protections: Head-in parking spaces were removed from the upper western edges and areas will function only as internal circulation aisles.
- Stair tower relocation: The northwest stairway was shifted farther east to reduce direct views into adjacent rear yards to the west along Lemon Street.
- Expanded landscaping: The landscape buffer along the west side was widened the existing 13 feet to 18 feet.

Traffic and Circulation Features

- Neighborhood traffic control: Left turns from northbound Foster Street into the structure would be prohibited.
- Traffic deterrent features: The project includes "No Left Turn" signage and a driveway entrance redesigned to discourage cut-through traffic from northbound Foster Street.
- Primary entrance: A two-lane gated entry-only driveway from Foster Street.
- Primary exit: A gated right-turn-only exit onto Talbert Avenue.
- Employee access: Entry would be controlled by key fobs, and license-plate readers. A call box will be provided for staff assistance linked to an OCMC staff person.
- Queuing capacity: The Foster Street entrance includes two (2) queuing lanes for arriving vehicles that can hold approximately 22 vehicles for access to the structure.

Pedestrian Access and Safety

- Street-level pedestrian access: Two pedestrian entrances are proposed along Talbert Avenue.
- Bridge connection: A third-level pedestrian bridge would connect the structure to a tower on the east side of Foster Street near the 9900 Talbert Avenue building.
- Removal of existing spaces: Installation of the bridge would require removal of three (3) parking spaces on the OCMC campus.
- Mid-block crossing prevention: A 4-foot-high block wall along portions of the first level would discourage unsafe mid-block pedestrian crossings.
- Pedestrian circulation: Users would be directed either to the signalized Foster/Talbert crosswalk or to the third-level bridge.

Building Height

- Parking structure height: 36 feet, 2 inches to the rooftop parapet
- Parking structure elevator tower: 40 feet - 10 inches
- East-side bridge elevator tower: 37 feet - 8 inches
- Pedestrian bridge height: 31 feet - 6 inches
- Vertical clearance over Foster Street: 18 feet - 9 inches to accommodate trucks and emergency vehicles

Landscaping

- Total landscaped area: 18,701 sq. ft., equal to approximately 20% of the site area.
- West side landscaping: 11 Brisbane Box trees are proposed along the west side next to the single-family homes; expected to reach approximately 35 feet at maturity.
- Talbert Avenue and south side: Desert Museum Palo Verde trees are proposed and are expected to reach about 20 feet at maturity.
- Perimeter treatment: All perimeter areas would include new groundcover and perimeter tree planting.

Lighting

- Lighting plan provided photometric study for all levels including rooftop level.
- Original plan proposed 20 pole lights on the rooftop level, with light poles at 14-feet 6-inches above the rooftop deck, with 14 poles at the edge of the structure at the parapet wall.
- Revised plan with six (6) pole lights in the middle of the rooftop level, 4-feet taller at 18-feet above the structure deck.
- Revised plan includes 42 wall sconce lights mounted on the inside parapet wall facing the parking structure.

The revised project includes a larger landscaped edge along the west side, a terraced upper profile, and design features intended to reduce privacy, light, and visual impacts on nearby residential uses.

Parking Analysis

A parking study prepared by Linscott, Law & Greenspan, Engineers, dated November 25, 2025, (Attachment 8 to the April 22, 2026, PC staff report, page 126), evaluated existing and future parking demand for the OCMC campus. The study explains that the campus currently consists of five (5) primary multi-story buildings totaling approximately 465,318 square feet, with a current parking supply of 1,353 spaces, excluding the separate dental office lot at southwest corner of Brookhurst and Talbert.

Using applicable City of Fountain Valley parking code standards, the study concludes that the existing OCMC campus requires 1,585 parking spaces. Compared to the current supply of 1,353 spaces, the campus has an existing deficiency of 232 spaces.

The proposed parking structure would replace the 231-space Foster Lot with 784 spaces, resulting in a net increase of 550 spaces and a total campus supply of 1,903 spaces. The study further notes that continuation of OCMC's valet operations would provide an additional 61 spaces, increasing total parking supply to 1,964 spaces.

Based on these figures, the study concludes that the project would eliminate the existing deficiency and provide a surplus of 318 spaces, increasing to 379 spaces with valet operations.

The study also reviewed employee shift data and found that parking demand is driven by overlapping hospital shift changes, particularly during the morning, afternoon, and evening transition periods. Upon completion of the project, OCMC intends to relocate most employee and physician parking to the new Foster Street structure, thereby reserving the main campus parking structure primarily for patients, visitors, and medical office employees.

Transportation, Circulation, and VMT

The project's transportation analysis concludes that the parking structure is intended to accommodate existing employee and physician parking demand and is not associated with an increase in hospital staffing, patient capacity, or service intensification at OCMC. Because the project is to support an existing hospital facility rather than adding a new trip-generating land use, the VMT Screening Analysis concluded that the project would have a less-than-significant transportation impact under CEQA (Attachment 14 to the April 22, 2026, PC staff report, page 943).

The project would alter local circulation patterns by shifting employee parking demand to the Foster Lot structure. However, the technical studies conclude that the project would not generate any new traffic and would not require a formal Level of Service-based traffic impact analysis under the City's Transportation Impact Assessment Guidelines because it does not add net new trips above applicable thresholds.

The revised project also includes operational features intended to reduce negative traffic impacts and cut-through traffic from northbound Foster Street, including:

- Southbound-oriented access from Foster Street
- Prohibition of left-turns from northbound Foster Street with driveway design
- Access control through gated entry with automatic sensor capability
- Exit signage at Talbert Avenue with pedestrian alert safety design with flashing lights,

The two-lane gated entrance on Foster Street has been designed with sufficient queueing capacity with up to 22 vehicles, to accommodate peak employee arrival conditions. The right-turn-only Talbert Avenue exit is also gated and designed with sensor capability intended to facilitate outbound circulation without creating hazardous operating conditions.

Public Outreach and Community Input

MemorialCare conducted two community open houses regarding the project. The first was held on September 25, 2025, and the second on March 2, 2026. MemorialCare reported that the meetings were productive and used the second meeting to present project revisions developed in response to neighbor concerns.

During public review of the MND, the city received 16 comment letters from nearby residents. The concerns raised generally focused on:

- Whether the record adequately demonstrates the need for the proposed parking structure
- Traffic circulation and queueing at Talbert Avenue/Foster Street
- Potential cut-through traffic on nearby streets
- VMT and whether additional CEQA transportation analysis is warranted
- Pedestrian safety at the Talbert Avenue driveway
- Spillover parking into residential neighborhoods
- Construction access and public notification
- Lighting, glare, headlight intrusion, shadows, and noise
- Use of employee counts and assumptions in technical studies

The environmental consultant for the project, UltraSystems Environmental, prepared a Response to Comments document addressing each submitted letter and presented the responses to the Planning Commission on the public hearing on April 22, 2026. Also included with the Planning Commission agenda packet, MemorialCare submitted over 500 letters in support of the parking structure project.

Planning Commission Study Session

The Planning Commission conducted a study session back on August 27, 2025, where city staff presented the project for discussion. Staff presented the original proposal for the structure with 864 parking spaces where all above grade levels maintained an 18-foot setback to the single-family homes to the west along Lemon Street. The Commission

made comments on lighting, parking during construction, views from the structure and stairwells adjacent to residential properties, access to the structure, and other issues such as skateboarding and idling vehicles.

After the August meeting, the applicant took into consideration the comments on the project from the Planning Commission and comments from their own public outreach to the surrounding neighborhood and revised their plans. As previously discussed in this report, the applicant resubmitted a revised design for the structure reducing the size by 78 parking spaces to accommodate the step=backed upper levels.

Planning Commission Meeting

The Planning Commission conducted a public hearing on April 22, 2026, where the public came to speak largely in favor of the proposed parking structure on the Foster Lot, with a few residents speaking in opposition to the structure. The environmental consultant for the project read and discussed the summary to the response to comments received during the before the Commission. After discussion and by a 5-0 vote, the Planning Commission recommended that the City Council adopt CA 24-01 and approve the MND and MMRP. The Commission also approved PP 581, subject to the City Council action on the specific plan amendment (CA 24-01) and environmental documents (MND & MMRP).

Conditions of approval have been revised in Resolution No. 26-09 (Attachment 6, Exhibit 1) for PP 581 that incorporate measures to address the Planning Commission concerns for pedestrian safety along Talbert Avenue, employee accessibility, and lighting for the structure. The applicant submitted design revisions after the April 22nd Planning Commission meeting incorporating comments from the Commission and the public into the project with the following:

- Talbert Avenue – Pedestrian safety alert signs at exit with flashing lights
- License plate readers at Foster Street gated entrance for quicker vehicle entry
- License plate readers at Talbert Avenue gated exit for quicker vehicle exiting onto eastbound Talbert Avenue.
- “No Idling Zone” signs placed throughout the structure.
- Require 24-hour staff monitoring of the structure to prevent extended vehicle idling and employee loitering
- Provided alternative lighting options with a preferred option to increase six (6) light pole heights to 18 feet on the rooftop level and installing wall-mounted lights on the interior of the parapet wall, thus eliminating light poles along the parapet wall on the rooftop level.

Staff has updated Exhibit 1 and included these conditions of approval with the attached Planning Commission Resolution approving PP 581.

Summary of Consultant Response to Comments

The Response to Comments document prepared by UltraSystems concludes that the project record adequately supports the proposed parking structure as a facility intended

to meet the existing campus parking demand, rather than to support future hospital expansion. The responses explain that the Parking Study, Parking Management Plan, and VMT memorandum have consistently evaluated the parking structure project that is intended to support the OCMC campus operations. Attached to this report is a summary of the response to comments as presented to the Planning Commission on April 22, 2026. A complete list of the comments and responses are available on the project page on city's website at https://www.fountainvalley.gov/973/OCMMC-Parking-Structure

With respect to VMT, the project does not introduce a new trip-generating land use and does not increase staffing or hospital services. The responses explain that the proposed parking spaces do not independently create demand but instead accommodate the existing parking demand associated with current OCMC operations. On that basis, the consultant maintains that the project appropriately screens out from further VMT analysis because it would result in less than 110 net new daily vehicle trips.

Regarding traffic circulation, the consultant responses acknowledge that the project will re-route some existing campus traffic, particularly employee trips, toward the Foster Street entrance. However, the responses conclude that this represents redistribution of existing trips rather than a substantial increase in traffic volumes. The consultant also notes that the revised site plan limits vehicular ingress in a manner intended to reduce employee access from Phillips Avenue and northbound Foster Street.

Regarding pedestrian safety, the consultant responses state that the Talbert Avenue exit driveway has been designed with adequate sight distance and that additional signage or warning devices may be reviewed through the City's engineering process. At the Planning Commission meeting on April 22, 2026, this matter was discussed and staff has included additional conditions of approval to be incorporated with the Planning Commission Resolution to address pedestrian safety along Talbert Avenue. The project also includes a pedestrian bridge and ground-level design features intended to reduce unsafe mid-block crossings on Foster Street by directing pedestrians to the third-level bridge or the signalized crosswalk at Talbert and Foster.

Regarding spillover parking, the consultant responses conclude that the proposed structure, in combination with the campus parking management strategy, would provide sufficient on-site supply to accommodate employees and visitors and thereby reduce pressure on nearby streets such as Phillips Avenue.

Regarding construction impacts, the consultant responses indicate that temporary access, lane control, and notification issues would be addressed through City permit requirements and implementation of the Parking Management Plan.

Regarding lighting, glare, noise, and shadow impacts, the consultant responses rely on the MND technical studies, which conclude that impacts in these areas would be less than significant or reduced to less than significant with mitigation and project design features. These studies include lighting shielding requirements, shadow analysis, and noise modeling.

Staff has reviewed the Response to Comments document and finds that it adequately responds to the major issues raised during public review. While some comments reflect ongoing neighborhood concerns regarding compatibility and daily operations, staff finds that those concerns are best addressed through the design features, parking management, mitigation measures contained in the MMRP, and conditions of approval included with the Planning Commission's approval of PP 581.

ENVIRONMENTAL REVIEW

The California Environmental Quality Act (CEQA) requires analysis of agency approvals of discretionary "projects". A "project," under CEQA, is defined as "the whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment." The proposed project is considered a project under CEQA and a Mitigated Negative Declaration (MND) has been prepared and serves as the environmental review for the OCMC Parking Structure Project pursuant to CEQA, Public Resources Code Sections 21000 et seq., and the State CEQA Guidelines.

On December 17, 2024, the City Council approved a contract with UltraSystems Environmental, Inc. to prepare an Initial Study/MND for the project. The MND was published for the required 30-day comment period beginning on March 3, 2026, to April 2, 2026. The complete MND

Staff received 16 letters regarding the MND during the comment period from nearby residents noting concerns over traffic, parking, and noise. UltraSystems has prepared a Response to Comments Document that addresses each of the comment letters. At the Planning Commission meeting on April 22, 2026, the consultant from UtlraSystems presented and discussed the Response to Comments for the record before the Planning Commission (Attachment 7). A complete list of the comments with the responses is available at the project page on the City's website at https://www.fountainvalley.gov/973/OCMMC-Parking-Structure

Where the MND determined that the project may have a potential significant effect on the environment, mitigation measures have been included in the MMRP. Through the MND process, an MMRP has been prepared and eleven (11) potentially significant impacts that can be mitigated or substantially lessened. The MMRP will be in place through all phases of the project including project construction and operation (both prior to and post-occupancy). The city will ensure that monitoring is documented through periodic reports and that deficiencies are promptly corrected.

Mitigation measures are included for the following CEQA topics:

- Biological Resources
- Cultural Resources
- Geology and Soils
- Tribal Cultural Resources

The MND also evaluates aesthetics, lighting, shadow impacts, transportation, circulation, emergency access, and noise. The analysis concluded that the project would result in less-than-significant impacts in those areas in compliance with applicable standards, project design features, and operational controls.

Pursuant to State CEQA Guidelines Section 15074(b) Consideration and Adoption of a Negative Declaration or MND, none of the comments provide substantial evidence that the Project will have significant environmental effects which would require preparation of an Environmental Impact Report (EIR). Further, none of the information in the letters or responses constitute the type of significant new information that requires recirculation of the Project MND for further public review under State CEQA Guidelines Section 15073.5 Recirculation of a Negative Declaration Prior to Adoption. Additionally, none of this information indicates that there would be a substantial increase in the severity of a previously identified environmental impact that will not be mitigated, or that there would be any of the other circumstances requiring recirculation described in State CEQA Guidelines Section 15073.5.

Staff has independently reviewed the Initial Study, MND, technical appendices, and Response to Comments and finds that the MND reflects the city's independent judgment and analysis. The document concludes that the comments were addressed sufficiently in the Response to Comments document prepared by UltraSystems and were not deemed significant enough to warrant the preparation of revisions to the MND, as they will not change the analysis or conclusions of the MND.

ATTORNEY REVIEW

The Attorney for the City has reviewed the attached Ordinance.

ALTERNATIVES

Alternative No. 1: Adopt a Resolution approving a Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program (MMRP) in accordance with the California Environmental Quality Act (CEQA); and

Introduce an Ordinance approving Code Amendment (CA) 24-01 to amend the Orange Coast Medical Center Specific Plan to allow for the construction and development of a freestanding parking structure in Planning Area 3 of the Orange Coast Medical Center Specific Plan.

Alternative No. 2: Do not select Alternative No. 1 and direct staff to prepare a resolution for denial.

Alternative No. 3: Continue the item for additional information.

RECOMMENDATION

Staff is requesting City Council approval of Alternative No. 1 to adopt a resolution approving a Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program (MMRP) in accordance with the California Environmental Quality Act (CEQA) and introduce an Ordinance approving Code Amendment (CA) 24-01 to amend the Orange Coast Medical Center Specific Plan to allow for the construction and development of a freestanding parking structure in Planning Area 3 of the Orange Coast Medical Center Specific Plan.

Prepared by:	Matt Jenkins, Senior Planner
Reviewed by:	Omar Dadabhoy, Deputy City Manager/Community Development Director
Approved by:	Maggie Le, City Manager

Attachments:

1. City Council Resolution approving the MND and MMRP
2. Ordinance _____ introducing CA 24-01 to amend the OCMMC Specific Plan
3. Project Description Letter
4. Project Plans
5. Updated lighting plan and circulation
6. Planning Commission Resolution #26-08 for Precise Plan 581 with conditions of approval included as Exhibit 1
7. UltraSystems Response to Comments Summary

Below is a link to the Planning Commission Staff Report dated April 22, 2026, which includes the letters in support of the project provided by MemorialCare.

https://www.fountainvalley.gov/AgendaCenter/ViewFile/Agenda/_04222026-1042

The following documents have been provided to the Planning Commission and City Council and are available for public review on the City of Fountain Valley website at:

https://www.fountainvalley.gov/973/OCMMC-Parking-Structure

1. Link to Mitigated Negative Declaration for the OCMMC Parking Structure Project and Mitigation Monitoring and Reporting Program
2. Site Visibility Review
3. Project Plans
4. Shadow Study
5. MemorialCare off-site parking description letter
6. Air Quality and Greenhouse Gas Emissions Assessment worksheets
7. Cultural Resource Assessment
8. Geotechnical Feasibility Report

9. Paleontological Records Search
10. Preliminary WQMP
11. Hydrology Study
12. Noise Data Calculations
13. Parking Management November 25, 2025
14. VMT analysis
15. Traffic Impact Analysis
    a. Traffic Study Scope of Work
    b. Existing Traffic Count Data
    c. Intersection Level of Service Calculation Worksheets
    d. OCMC Employee clock-in/clock-out Data
    e. Intersection Queuing Calculation Worksheets
    f. Foster Street / Philips Avenue Analysis
    g. Traffic Signal Warrant Analysis Worksheets
16. MND Response to Comments prepared by UltraSystems

Link: Planning Commission Staff Report dated April 22, 2026, including all attachments

RESOLUTION NO._____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOUNTAIN VALLEY APPROVING A MITIGATED NEGATIVE DECLARATION AND ADOPTING OF A MITIGATION MONITORING AND REPORTING PROGRAM FOR CODE AMENDMENT NO. 24-01 TO AMEND THE ORANGE COAST MEMORIAL MEDICAL CENTER SPECIFIC PLAN TO INCLUDE MODIFICATIONS TO THE DEVELOPMENT STANDARDS THAT WOULD PERMIT A FREESTANDING PARKING STRUCTURE IN PLANNING AREA 3 OF THE ORANGE COAST MEDICAL CENTER SPECIFIC PLAN

WHEREAS, Hunsaker & Associates ("Applicant"), on behalf of MemorialCare Orange Coast Medical Center ("OCMC" or "Owner"), has submitted an application for a project consisting of an amendment to the Orange Coast Memorial Medical Center (OCMMC) Specific Plan and the construction of a freestanding employee parking structure with an attached pedestrian bridge at the southwest corner of Talbert Avenue and Foster Street in the City of Fountain Valley ("Project"); and

WHEREAS, on September 4, 2007, the Fountain Valley City Council approved the OCMMC Specific Plan; and

WHEREAS, the Project Site is within the OCMMC Specific Plan area, in Planning Area 3, and is currently developed as an existing surface parking lot commonly referred to as the "Foster Lot"; and

WHEREAS, the Project includes demolition of the existing surface parking lot containing 231 parking spaces and construction of a freestanding parking structure containing one subterranean level, three covered parking levels, and one rooftop parking level, for a total of five parking levels and 784 parking spaces; and

WHEREAS, the Project also includes a pedestrian bridge extending over Foster Street from the third level of the parking structure to a freestanding elevator and stair tower located on the east side of Foster Street within the main OCMC campus; and

WHEREAS, the Project would result in significant increase in parking spaces on the OCMC campus after accounting for removal of the existing Foster Lot and minor parking loss associated with bridge landing improvements; and

WHEREAS, the proposed parking structure is intended to serve OCMC employees and to improve parking supply and circulation on the medical center campus by allowing a greater separation of employee parking from patient and visitor parking; and

WHEREAS, the Project requires the following discretionary approvals by the City:

- Adoption of a Mitigated Negative Declaration ("MND") and Mitigation Monitoring and Reporting Program ("MMRP") for the Project pursuant to the California Environmental Quality Act ("CEQA");

- Approval of Code Amendment (CA) No. 24-01 to amend the Orange Coast Memorial Medical Center Specific Plan to allow a freestanding parking structure in Planning Area 3 and establish related development standards; and

- Approval of Precise Plan No. 581 for construction of the proposed parking structure and pedestrian bridge; and

WHEREAS, MemorialCare Orange Coast Medical Center is the owner of the Project site at the southwest corner of Talbert Avenue and Foster Street (APN # 157-511-01), which is formally described in the legal description attached hereto as “Exhibit A”, and

WHEREAS, Orange Coast Memorial Medical Center is an established regional medical campus in Fountain Valley that has undergone prior City review and entitlement actions, including approval of major campus expansion in 2007 associated with the Patient Care Pavilion and related parking and circulation improvements; and

WHEREAS, the Parking Study prepared by Linscott, Law & Greenspan, Engineers concluded that the existing OCMC campus contains 1,353 parking spaces and has an existing parking deficiency relative to applicable City parking standards, and that the proposed Project would increase campus parking supply to 1,903 spaces, resulting in a parking surplus over the calculated code requirement; and

WHEREAS, the Parking Management Plan identifies operational measures intended to maintain adequate parking supply and orderly circulation during construction of the Project and after Project completion; and

WHEREAS, in response to public and neighborhood input, OCMC revised the Project design from the initial submittal to reduce the overall parking count, step back upper parking levels, and increase setbacks and buffering adjacent to the residential uses to the west; and

WHEREAS, the revised Project reduced the total number of parking spaces from 862 to 784 and increased the upper-level setbacks from the western residential property line; and

WHEREAS, the proposed parking structure would have a height of approximately 36 feet, 2 inches to the roof parapet, with elevator towers up to approximately 41 feet, 10 inches, and related appurtenances within the maximum height allowed by the proposed code amendment; and

WHEREAS, landscaping and buffering are proposed along the western edge of the Project Site adjacent to existing residences, including an approximately 18-foot landscaped setback at ground level; and

WHEREAS, on December 17, 2024, the Fountain Valley City Council approved a contract with UltraSystems Environmental Inc. for consultant services to prepare an Initial Study and Mitigated Negative Declaration for the Project;

WHEREAS, a draft MND has been prepared to evaluate the potential environmental impacts associated with the Project. This draft MND, and all appendices, were posted on the City's website at https://www.fountainvalley.gov/973/OCMMC-Parking-Structure on March 3, 2026; and

WHEREAS, the City gave notice of its intent to adopt the MND to (a) the public pursuant to Section 15072(b) of the CEQA Guidelines, (b) individuals and organizations, if any, that previously submitted written requests for notice pursuant to Section 15072(b) of the CEQA Guidelines, (c) responsible and trustee and other agencies with jurisdiction over resources that will be affected by the Project pursuant to Section 15073(c) of the CEQA Guidelines, and (d) the Clerk of the County of Orange pursuant to Section 15072(a) of the CEQA Guidelines; and

WHEREAS, on March 3, 2026, a notice describing the proposed project and the intent to adopt an MND was posted with the Orange County Clerk-Recorder in compliance with Public Resources Code Section 21092; and

WHEREAS, certified notice was duly given to the Native American tribes pursuant to California Government Code Section 65352.3. Staff received letters from the Gabrieleno Band of Mission Indians – Kizh Nation and the Juaneneno Band of Mission Indians, Acjachemen Nation - Belardes. The tribes provided proposed mitigation measures for the Project that have been incorporated into the MMRP; and

WHEREAS, the MND determined that the Project could have potentially significant environmental effects in certain categories, but that all such effects would be reduced to a less-than-significant level through implementation of mitigation measures identified in the MND and MMRP; and

WHEREAS, the mitigation measures address, among other topics, air quality, biological resources, cultural resources, and geology/soils, and are enforceable through the MMRP, conditions of approval, and applicable permit and construction requirements; and

WHEREAS, the MND was circulated for public review for the required 30-day review period from March 3, 2026, through April 2, 2026; and

WHEREAS, comments were received during the public review period and responses to comments were prepared by UltraSystems Environmental Inc. and made available to the City of Fountain Valley Planning Commission and the public; and

WHEREAS, the Planning Commission held a duly noticed public hearing on April 22, 2026, at which time all interested persons were given the opportunity to testify and present evidence concerning the Project,; and

WHEREAS, the Planning Commission considered the entire record, including the staff report, plans, CA, MND and MMRP, technical appendices and supporting studies, public testimony, and all written materials submitted regarding the project; and

WHEREAS, the Planning Commission adopted Resolution 26-08, approving PP 581 to allow for the construction of a freestanding parking structure in Planning Area 3 of the OCMC Specific Plan at its noticed public hearing on April 22, 2026; and

WHEREAS, the Planning Commission also adopted Resolution No. 26-09 recommending that the City Council adopt the MND and MMRP for the OCMC Parking Structure Project, and approve Code Amendment No. 24-01, by a vote of 5-0 at its noticed public hearing on April 22, 2026; and

WHEREAS, per the California Environmental Quality Act (CEQA), the City Council of the City of Fountain Valley considered the MND, MMRP, all comments received during the public review period, and the administrative record for the Project, at its noticed public hearing on June 16, 2026; and

WHEREAS, the City Council also considered CA 24-01, an amendment to the Orange Coast Memorial Medical Center Specific Plan to allow for the development of the Parking Structure Project, at its noticed public hearing on June 16, 2026; and

WHEREAS, the Planning Commission, in recommending adoption of the MND and MMRP for this Project, of which these findings are a part, did so through the exercise of their independent judgment and review after finding substantial evidence, in light of the record as a whole, to support the adoption of the Mitigated Negative Declaration; and

WHEREAS, the City Council conducted a duly noticed public hearing on June 16, 2026 to consider the MND and MMRP; and

WHEREAS, the City Council, in adopting the MND and MMRP for this Project, of which these findings are a part, did so through the exercise of their independent judgment and review after finding substantial evidence, in light of the record as a whole, to support the adoption of the Mitigated Negative Declaration.

NOW, THEREFORE, the City Council of the City of Fountain Valley does ordain as follows:

SECTION 1

The City Council finds that due notice of the public hearing on June 16, 2026, conducted in the Council Chambers, City Hall, 10200 Slater Avenue, was given as required by the FVMC, Title 21, and the Statutes of the State of California.

SECTION 2

Prior to taking action on this Project, the City Council, as Lead Agency, reviewed and considered the MND and MMRP prepared for the project. The City Council finds that there is no substantial evidence that the project and Amendments will have a significant effect upon

the environment and hereby adopts the MND and MMRP for the Project. The City Council further finds that the MMRP will ensure compliance during project implementation in that changes to the Project and/or mitigation measures have been incorporated into the Project and are fully enforceable through permit conditions, agreements, or other measures as required by Public Resources Code Section 21081.6.

The MND was circulated for public review from March 3, 2026, to April 2, 2026, and made available to the public and the City Council for review and consideration. The City Council has reviewed the MND, together with all comments and responses to those comments, and the MMRP, and finds that the environmental document considers all environmental effects of the proposed Project, is complete and adequate, and fully complies with all requirements of CEQA and the CEQA Guidelines.

The City Council, as Lead Agency, reviewed and considered the MND, the MMRP, and all comments received, and through its independent judgment and on the basis of the whole record before it, finds that there is no substantial evidence that the Project will have a significant effect on the environment, provided that the mitigation measures identified in the MMRP are incorporated into the Project.

SECTION 3

A MND has been prepared consisting of the Initial Study, all comments and recommendations received during the public review period, and a MMRP. The MND was distributed for a 30-day public review pursuant to State CEQA Guidelines Section 15105(b) on March 3, 2026 to April 2, 2026. The MND determined that the Project may have a potential significant effect on the environment which, however, will be mitigated to a level that is less than significant with the Mitigation Measures included in the MMRP. Where the application of these measures does not reduce an impact to below a level of significance, a project-specific mitigation measure is introduced.

The MMRP is designed to ensure compliance during project implementation in that changes to the Project and/or mitigation measures have been incorporated into the Project and are fully enforceable through permit conditions, agreements, or other measures as required by Public Resources Code Section 21081.6. The mitigation measures imposed as conditions of approval on the Project avoid or mitigate any potential significant effects on the environment to a point below the threshold of significance.

SECTION 4

The City Council adopts the MND and MMRP as adequate to assess the environmental impacts of the Project, and find, on the basis of the whole record that there is no substantial evidence that the Project will have a significant effect on the environment. The approval of the MND reflects the City Council of Fountain Valley's independent judgment and analysis. The City Council, pursuant to Section 15074 of the CEQA Guidelines, hereby approves the

Mitigated Negative Declaration and the Mitigation Monitoring and Reporting Program attached hereto marked as “Exhibit B.”

SECTION 5

The City Council hereby authorizes and directs the Community Development Director to prepare and file a Notice of Determination with respect to said MND in the office of the Orange County Clerk-Recorder, as approved by CEQA.

PASSED, APPROVED AND ADOPTED THIS ___ DAY OF _____, 2026.

ATTEST:

_____
Jim Cuneen Mayor

_____
Rick Miller, City Clerk

APPROVED AS TO FORM

HARPER & BURNS LLP

_____
Attorneys for the City
City of Fountain Valley

ATTACHED: “Exhibit A” Legal Description
“Exhibit B” MND & MMRP

“Exhibit A”

EXHIBIT A
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF FOUNTAIN VALLEY, COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

LOT 1 OF TRACT NO. 12107, IN THE CITY OF FOUNTAIN VALLEY, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP RECORDED IN BOOK 534, PAGES 23 TO 27, INCLUSIVE OF MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA.

APN: 157-511-01

ORANGE COAST MEMORIAL MEDICAL CENTER PARKING STRUCTURE

Initial Study and Mitigated Negative Declaration (IS/MND)

CEQA Analysis Prepared for:

City of Fountain Valley
10200 Slater Avenue
Fountain Valley, CA 92708
Matt Jenkins, Senior Planner
E: Matt.jenkins@fountainvalley.gov

Prepared by:

UltraSystems Environmental Inc.
16431 Scientific Way
Irvine, CA 92618-4355
Telephone: 949-788-4900
FAX: 949/788-4901

June 2026

Project No. 7307

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PROJECT INFORMATION SHEET

1.	**Project Title**	Orange Coast Memorial Medical Center Parking Structure
2.	**CEQA Lead Agency**	**City of Fountain Valley** 10200 Slater Avenue Fountain Valley, CA 92708 Matt Jenkins, Senior Planner (714) 593-4427 Matt.Jenkins@fountainvalley.gov
3.	**Project Applicant**	Mark Shuck, Executive Director, Facilities Development and Operations **Orange Coast Memorial Medical Center (OCMMC)** 18111 Brookhurst Street Fountain Valley, CA 92708 mshuck@memorialcare.org
4.	**Project Location**	18111 Brookhurst Street, Fountain Valley, CA 92708
5.	**Assessor's Parcel Numbers**	APN 157-511-01
6.	**Project Site General Plan Designation(s)**	Specific Plan
7.	**Project Site Zoning Designation(s)**	Specific Plan
8.	**Surrounding Land Uses and Setting**	Surrounded by a church and single-family homes to the north, the medical center to the east, multi-family homes to the south and single-family homes to the west.

9. **Description of Project** The proposed project would replace a surface parking lot at the Orange Coast Medical Center (OCMC) with the removal of an existing surface parking lot with 231 parking spaces for the development of a freestanding, 3-story parking structure located at the southwest corner of Talbert Avenue and Foster Street. The proposed structure includes one (1) subterranean level, three (3) covered parking levels, and a rooftop parking level, for a total of five (5) parking levels. The Project proposes redeveloping the 2.23-acre surface parking lot at Foster Street with a freestanding parking structure totaling 784 parking spaces for hospital employees only. The proposal includes a pedestrian bridge on the third level connecting the parking structure to a freestanding elevator and staircase tower on the OCMMC campus, on the east side of Foster Street. The proposed structure would be

35 feet in height at the rooftop parapet of the structure, with an elevator tower at the southeast corner of the structure under 42 feet in height.

Refer to **Section 3.0** of this document for additional information.

The project applicant is requesting the following discretionary actions, which are discussed in detail in **Section 3.0** of this document:

Specific Plan Amendment
Precise Plan of Design

10. Selected Agencies whose Approval is Required	City of Fountain Valley
11. Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code § 21080.3.1? If so, has consultation begun?	Letters were sent by the City of Fountain Valley (the Lead Agency), to local Native American tribes on May 22, 2025 asking if they wished to participate in AB 52 and SB 18 consultation concerning the proposed project in the City of Fountain Valley. Tribes had up to 30 days for AB 52 and 90 days for SB 18 in which to respond to notification of the project. Two responses were received. Both the Gabrieleño Band of Mission Indians–Kizh Nation and the Juaneño Band of Mission Indians, Acjachemen Nation- Belardes requested consultation and provided mitigation measures for this project. These were accepted by the City and Mitigation Measures **TCR-1** through **TCR-6** are included. SB 18 consultation can be concluded on August 20, 2025.
12. Other Public Agencies	Agencies that will review the proposed project include the following: • California Regional Water Quality Control Board • South Coast Air Quality Management District • Fountain Valley Fire Department

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ACRONYMS AND ABBREVIATIONS

Acronym/Abbreviation	Term
°F	degrees Fahrenheit
AB	Assembly Bill
AB 32	California Global Warming Solutions Act of 2006
AB 939	California Integrated Waste Management Act
AB 1327	California Solid Waste Reuse and Recycling Access Act of 1991
ADA	Americans with Disabilities Act
ADT	average daily traffic
AMSL	above mean sea level
APE	area of potential effect
APN	Assessor's Parcel Number
AQMP	Air Quality Management Plan
ARB	California Air Resources Board
AST	aboveground storage tank
ASTM	American Society for Testing and Materials
ATP	Active Transportation Plan
bgs	below ground surface
BMPs	Best Management Practices
CAAQS	California Ambient Air Quality Standards
Cal/OSHA	California Division of Occupational Safety and Health
CalEEMod	California Emissions Estimator Model
CAL FIRE	California Department of Forestry and Fire Protection
CALGreen	California Green Building Standards
Caltrans	California Department of Transportation
CAPCOA	California Air Pollution Control Officers Association
CAOs	Cleanup and Abatement Orders
CBC	California Building Code
CCAA	California Clean Air Act
CCR	California Code of Regulations
CDOs	Cease and Desist Orders
CDFW	California Department of Fish & Wildlife
CEQA	California Environmental Quality Act
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
CESA	California Endangered Species Act
CFR	Code of Federal Regulations
CGS	California Geologic Society
CH_4	methane
CHP	California Highway Patrol
CHRIS	California Historic Resources Inventory System
CIWMA	State of California Integrated Waste Management Act
CMP	Congestion Management Program
CNDDB	California Natural Diversity Database
CNEL	Community Noise Equivalent Level
CNRA	California Natural Resources Agency

Acronym/Abbreviation	Term
CO	Carbon monoxide
CO_2	carbon dioxide
CO_{2e}	carbon dioxide equivalent
CRC	California Residential Code
CRHR	California Register of Historic Resources
CWA	Clean Water Act
dB	decibel
dBA	A-weighted decibel scale
DIF	Development Impact Fees
DMA	drainage management area
DOC	California Department of Conservation
DOSH	California Division of Safety and Health
DRP	Design Review Project
DTSC	Department of Toxic Substances Control
EIR	Environmental Impact Report
EMS	Emergency Medical Service
EOP	Emergency Operations Plan
ESA	Endangered Species Act
ESA	Environmental Site Assessment
FAR	floor area ratio
FHSZ	Fire Hazard Severity Zones
FMMP	Farmland Mapping and Monitoring Program
FRAP	CalFire Fire Resource and Assessment Program
FTA	Federal Transit Administration
GHG	greenhouse gas
GPCD	gallons per capita per day
GWP	global warming potential
GWTS	groundwater treatment system
HAZNET	Hazardous Waste Tracking System
HCP	Habitat Conservation Plan
HFCs	hydrofluorocarbons
Hz	hertz
IFC	International Fire Code
IPCC	Intergovernmental Panel on Climate Change
IS/MND	Initial Study/Mitigated Negative Declaration
kWh	killowatt hours
L_{90}	noise level that is exceeded 90% of the time
L_{eq}	equivalent noise level
LED	light-emitting diode
LHMP	Local Hazard Mitigation Plan
LID	Low Impact Development
L_{max}	root mean square maximum noise level
LOS	Level of Service
LRA	Local Responsibility Area
LRP	Legally Responsible Person

Acronym/Abbreviation	Term
LSTs	Localized Significance Thresholds
LUST	Leaking Underground Storage Tank
M-1	Light Industrial zoning designation
MBTA	Migratory Bird Treaty Act
MCR	Master Case No.
MLD	Most Likely Descendant
MM(s)	mitigation measure(s)
MMRP	Mitigation Monitoring and Reporting Program
MMT	million metric tons
$MMTCO_{2e}$	million metric tons of CO2e
MND	Mitigated Negative Declaration
MRZ	Mineral Resource Zone
MS4	municipal separate storm sewer systems
MWD	Metropolitan Water District of Southern California
N_2O	nitrous oxide
NAAQS	National Ambient Air Quality Standards
NAHC	Native American Heritage Commission
NCCP	Natural Communities Conservation Plan
ND	Negative Declaration
NHPA	National Historic Preservation Act
NO	nitric oxide
NO_2	nitrogen dioxide
NOx	Nitrogen oxides
NOI	Notice of Intent
NPDES	National Pollutant Discharge Elimination System
NPPA	Native Plant Protection Act
NRCS	Natural Resources Conservation Service
NRHP	National Register of Historic Places
O_3	Ozone
OPR	Governor's Office of Planning and Research
OSHA	Occupational Safety and Health Administration
Pb	lead
PFCs	perfluorocarbons
PM	particulate matter
$PM_{2.5}$	fine particulate matter
PM_{10}	respirable particulate matter
Porter-Cologne	Porter-Cologne Water Quality Control Act
PPM	parts per million
PPV	peak particle velocity
PRDs	Permit Registration Documents
PRP	potential responsible party
Qyf5	Young Alluvial Fan Deposits, unit 5
RCRA	Resource Conservation and Recovery Act
REC(s)	recognized environmental condition(s)
RMS	root mean square
ROG	Reactive organic gases

Acronym/Abbreviation	Term
ROW	right-of-way
RP	Regional Plant
RWQCB	Regional Water Quality Control Board
SARWQCB	Santa Ana Regional Water Quality Control Board
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SCCIC	South Central Coastal Information Center
SCE	Southern California Edison
SF_6	sulfur hexafluoride
SIP	State Implementation Plan
SLF	Sacred Lands File
SMARTS	Stormwater Multi-Application and Report Tracking System
SO_2	sulfur dioxide
SoCalGas	Southern California Gas Company
SOPs	Standard Operating Procedures
SR	State Route
SRA	State Responsibility Area
SRAs	source receptor areas
STIP	Statewide Transportation Improvement Program
SUSMP	Standard Urban Stormwater Mitigation Plan
SVE	soil vapor extraction
SWP	California State Water Project
SWRCB	California State Water Resources Control Board
SWPPP	Stormwater Pollution Prevention Plan
TCRs	tribal cultural resources
TMP	Traffic Management Plan
USDA	United States Department of Agriculture
USGS	United States Geological Survey
USEPA	United States Environmental Protection Agency
UWMP	Urban Water Management Plan
VCP	Vitrified Clay Pipe
VdB	vibration decibels
VHFHSZs	very high fire hazard severity zones
VMT	vehicle miles traveled
VOC	volatile organic compound
WEAP	Worker Environmental Awareness Program
WQMP	Water Quality Management Plan
WOUS	water(s) of the United States

1.0 INTRODUCTION

1.1 Proposed Project

The City of Fountain Valley (City) is processing a request to implement a series of discretionary actions that would ultimately allow for the replacement of a surface parking lot with the development of a three-story parking structure at the Orange Coast Medical Center (OCMC) located at 18111 Brookhurst Street within the City of Fountain Valley, at the southwest corner of the Talbert Avenue and Foster Street intersection.

1.1.1 Project Components

The proposed project would consist of a three-story parking structure consisting of a basement floor, one ground level floor, two floors above grade, and rooftop parking. The proposed parking structure would be a 3-story building above grade. The parking structure would also include security gates, a bike rack, storage room, stairs, lighting, landscaping and a third-story pedestrian bridge connecting the parking structure to the west side of the OCMC campus.

1.1.2 Estimated Construction Schedule

Construction is expected to take one year to complete, beginning in March 2027 and ending in February 2028. Refer to **Section 3.0** for details.

1.2 Lead Agencies – Environmental Review Implementation

The City of Fountain Valley is the Lead Agency for the proposed project. Pursuant to the California Environmental Quality Act (CEQA) and its implementing regulations,[1] the Lead Agency has the principal responsibility for implementing and approving a project that may have a significant effect on the environment.

1.3 CEQA Overview

1.3.1 Purpose of CEQA

All discretionary projects within California are required to undergo environmental review under CEQA. A Project is defined in CEQA Guidelines § 15378 as the whole of the action having the potential to result in a direct physical change or a reasonably foreseeable indirect change to the environment and is any of the following:

- An activity directly undertaken by any public agency including but not limited to public works construction and related activities, clearing or grading of land, improvements to existing public structures, enactment and amendment of zoning ordinances, and the adoption and amendment of local General Plans or elements.

- An activity undertaken by a person which is supported in whole or in part through public agency contracts, grants, subsidies, loans, or other forms of assistance from one or more public agencies.

1 Public Resources Code §§ 21000 - 21177 and California Code of Regulations Title 14, Division 6, Chapter 3.

- An activity involving the issuance to a person of a lease, permit, license, certificate, or other entitlement for use by one or more public agencies.

CEQA Guidelines § 15002 lists the basic purposes of CEQA as follows:

- Inform governmental decision makers and the public about the potential, significant environmental effects of proposed activities.
- Identify the ways that environmental damage can be avoided or significantly reduced.
- Prevent significant, avoidable damage to the environment by requiring changes in projects through the use of alternatives or mitigation measures (MMs) when the governmental agency finds the changes to be feasible.
- Disclose to the public the reasons why a governmental agency approved the project in the manner the agency chose if significant environmental effects are involved.

1.3.2 Authority to Mitigate under CEQA

CEQA establishes a duty for public agencies to avoid or minimize environmental damage where feasible. Under CEQA Guidelines § 15041 a Lead Agency for a project has authority to require feasible changes in any or all activities involved in the project in order to substantially lessen or avoid significant effects on the environment, consistent with applicable constitutional requirements such as the "nexus"[2] and "rough proportionality"[3] standards.

CEQA allows a Lead Agency to approve a project even though the project would cause a significant effect on the environment if the agency makes a fully informed and publicly disclosed decision that there is no feasible way to lessen or avoid the significant effect. In such cases, the Lead Agency must specifically identify expected benefits and other overriding considerations from the project that outweigh the policy of reducing or avoiding significant environmental impacts of the project.

1.4 Purpose of Initial Study

The CEQA process begins with a public agency making a determination as to whether the project is subject to CEQA at all. If the project is exempt, the process does not need to proceed any farther. If the project is not exempt, the Lead Agency takes the second step and conducts an Initial Study to determine whether the project may have a significant effect on the environment.

The purposes of an Initial Study as listed in § 15063(c) of the CEQA Guidelines are to:

- Provide the Lead Agency with information necessary to decide if an Environmental Impact Report (EIR), Negative Declaration (ND), or Mitigated Negative Declaration (MND) should be prepared.

2 A nexus (i.e., connection) must be established between the mitigation measure and a legitimate governmental interest.

3 The mitigation measure must be "roughly proportional" to the impacts of the Project.

- Enable a Lead Agency to modify a project to mitigate adverse impacts before an EIR is prepared, thereby enabling the project to qualify for a ND or MND.

- Assist in the preparation of an EIR, if required, by focusing the EIR on adverse effects determined to be significant, identifying the adverse effects determined not to be significant, explaining the reasons for determining that potentially significant adverse effects would not be significant, and identifying whether a program EIR, or other process, can be used to analyze adverse environmental effects of the project.

- Facilitate an environmental assessment early during project design.

- Provide documentation in the ND or MND that a project would not have a significant effect on the environment.

- Eliminate unnecessary EIRs.

- Determine if a previously prepared EIR could be used for the Project.

In cases where no potentially significant impacts are identified, the Lead Agency may issue a ND, and no MMs would be needed. Where potentially significant impacts are identified, the Lead Agency may determine that MMs would adequately reduce these impacts to less than significant levels. The Lead Agency would then prepare a MND for the proposed project. If the Lead Agency determines that individual or cumulative effects of the proposed project would cause a significant adverse environmental effect that cannot be mitigated to less than significant levels, then the Lead Agency would be required to prepare an EIR to further analyze these impacts.

1.5 Review and Comment by Other Agencies

Other public agencies are provided the opportunity to review and comment on the IS/MND. Each of these agencies is described briefly below.

- A Responsible Agency (14 CCR § 15381) is a public agency, other than the Lead Agency, that has discretionary approval power over the Project, such as permit issuance or plan approval authority.

- A Trustee Agency[4] (14 CCR § 15386) is a state agency having jurisdiction by law over natural resources affected by a project that are held in trust for the people of the State of California.

- Agencies with Jurisdiction by Law (14 CCR § 15366) are any public agencies who have authority (1) to grant a permit or other entitlement for use; (2) to provide funding for the project in question; or (3) to exercise authority over resources which may be affected by the project. Furthermore, a city or county will have jurisdiction by law with respect to a project when the city or county having primary jurisdiction over the area involved is: (1) the site of the project; (2) the area in which the major environmental effects will occur; and/or (3) the area in which reside those citizens most directly concerned by any such environmental effects.

4 The four Trustee Agencies in California listed in CEQA Guidelines § 15386 are California Department of Fish and Wildlife, State Lands Commission, State Department of Parks and Recreation, and University of California.

1.6 Impact Terminology

The following terminology is used to describe the level of significance of potential impacts:

- A finding of ***no impact*** is appropriate if the analysis concludes that the project would not affect the particular environmental threshold in any way.

- An impact is considered ***less than significant*** if the analysis concludes that the project would cause no substantial adverse change to the environment and requires no mitigation.

- An impact is considered ***less than significant with mitigation incorporated*** if the analysis concludes that the project would cause no substantial adverse change to the environment with the inclusion of environmental commitments, or other enforceable measures, that would be adopted by the lead agency.

- An impact is considered potentially significant if the analysis concludes that the project could have a substantial adverse effect on the environment.

An EIR is required if an impact is identified as ***potentially significant***.

1.7 Organization of Initial Study

This document is organized to satisfy CEQA Guidelines § 15063(d), and includes the following sections:

- **Section 1.0 - Introduction**, which identifies the purpose and scope of the IS/MND.
- **Section 2.0 - Environmental Setting**, which describes location, existing site conditions, land uses, zoning designations, topography, and vegetation associated with the project site and surroundings.
- **Section 3.0 - Project Description**, which provides an overview of the project, a description of the proposed development, project phasing during construction, operational characteristics of the proposed project, and discretionary actions needed for project approval.
- **Section 4.0 - Environmental Checklist**, which presents checklist responses for each resource topic to identify and assess impacts associated with the proposed project, and proposes MMs, as needed, to reduce potential environmental impacts to less than significant levels.
- **Section 5.0 - References**, which includes a list of documents cited in the IS/MND.
- **Section 6.0 - List of Preparers**, which identifies the primary authors and technical experts that prepared the IS/MND.

Technical studies and other documents, which include supporting information or analyses used to prepare the IS/MND, are included in the following appendices:

- Appendix A1 Project Plans
- Appendix A2 Parking Letter
- Appendix B CalEEMod Input and Results For Air Quality Analysis
- Appendix C Species Occurrence Potential Tables
- Appendix D Cultural Resources Report

- Appendix D2 Paleontological Records Search
- Appendix E1 Geotechnical Report
- Appendix E2 Paleontological Resources Records Search
- Appendix F Water Quality Management Plan
- Appendix G Hydrology Summary
- Appendix H Noise Data
- Appendix I1 Parking Study
- Appendix I2 VMT Memo

1.8 Findings from the Initial Study

1.8.1 No Impact or Impacts Considered Less than Significant

Based on IS findings, the project would have no impact or a less than significant impact on the following environmental categories listed from Appendix G of the CEQA Guidelines.

- Agriculture and Forestry Resources
- Air Quality
- Energy
- Greenhouse Gas Emissions
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Mineral Resources
- Noise
- Population and Housing
- Public Services
- Recreation
- Transportation and Traffic
- Utilities and Service Systems
- Wildfire

1.8.2 Impacts Considered Less than Significant with Mitigation Measures

Based on IS findings, the project would have a less than significant impact on the following environmental categories listed in Appendix G of the CEQA Guidelines when proposed MMs are implemented.

- Biological Resources
- Cultural Resources
- Geology and Soils
- Tribal Cultural Resources
- Mandatory Findings of Significance

2.0 ENVIRONMENTAL SETTING

2.1 Project Location

The proposed Orange Coast Memorial Medical Center Parking Structure at the Orange Coast Medical Center (OCMC) is located at 18111 Brookhurst Street in the City of Fountain Valley, at the southwest corner of the Talbert Avenue and Foster Street intersection. Refer to **Figure 2.1-1**, which shows the project's location in a regional context. **Figure 2.1-2** depicts an aerial photo of the project site and the surrounding land.

2.2 Project Setting

The project site comprises OCMC's current northwestern surface parking lot that has 231 parking spaces. See **Figure 2.2-1**, which depicts the topography of the site and surrounding area; topography within the project site is relatively flat (Google Earth, 2024). Site photographs are provided in **Figure 2.2-2**.

2.2.1 Land Use and Zoning

The land use and zoning designations, as well as existing development of the project site and its immediate vicinity, are listed in **Table 2.2-1**. The project site has a General Plan land use and zoning designation of Specific Plan (City of Fountain Valley, 2023a; City of Fountain Valley, 2019).

Table 2.2-1
SUMMARY OF EXISTING LAND USE, ZONING AND EXISTING DEVELOPMENTS

Location	General Plan Designation	Zoning Designation	Existing Development
Project Site	Specific Plan	Specific Plan	Orange Coast Medical Center's surface parking lot
North	Low Density Residential (Up to 5 dwelling units per acre (du/ac))	Single-Family Residential (R1)	Single-family homes and church
South	Low Medium Density Residential (Up to 10.8 du/ac)	Garden Homes (GH)	Multi-family homes
East	Specific Plan	Specific Plan	Orange Coast Medical Center
West	Low Density Residential (Up to 5 du/ac)	Single-Family Residential (R1)	Single-family homes

Source: City of Fountain Valley, 2023a; City of Fountain Valley, 2019; Google Earth Pro, 2024

Figure 2.2-1
PROJECT VICINITY

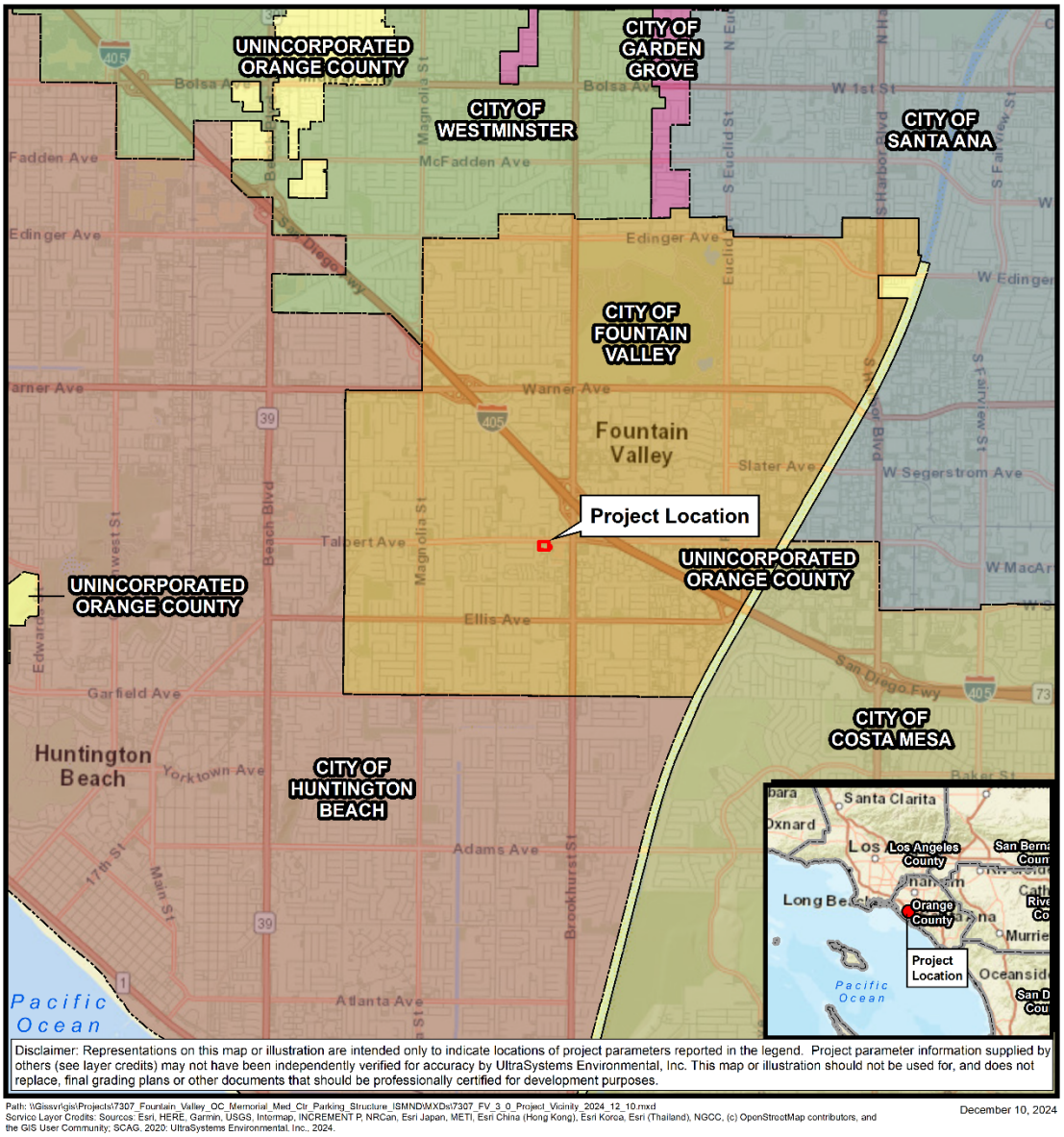


Figure 2.2-2
PROJECT LOCATION

Figure 2.2-3
TOPOGRAPHIC MAP

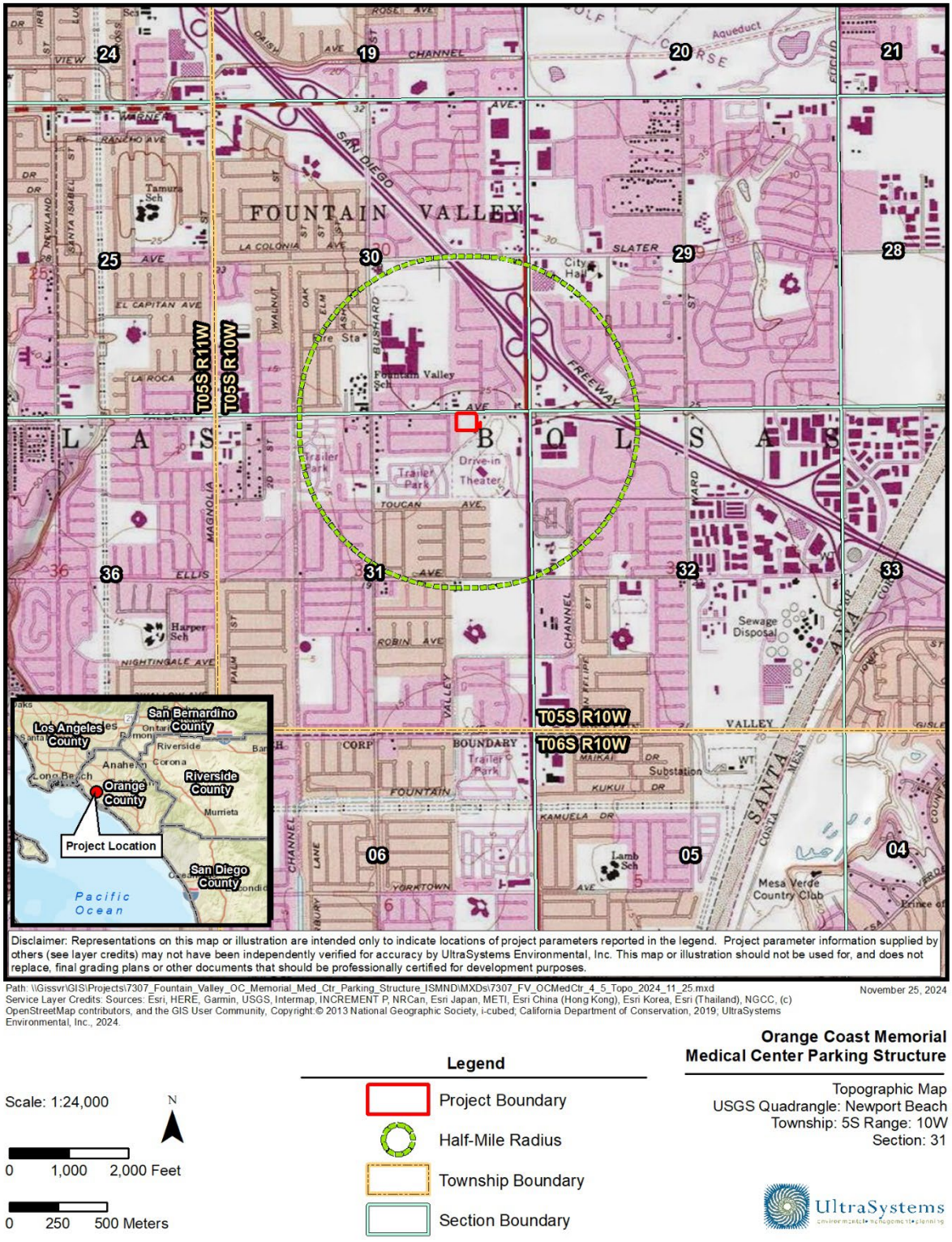


Figure 2.2-4
PROJECT SITE PHOTOGRAPHS

PHOTO 1: View of the northern portion of the project site along Talbert Avenue.

PHOTO 2: View of the eastern portion of the project site along Foster Street.

PHOTO 3: View of the southern portion of the project site along Foster Street.

PHOTO 4: View of the western portion of the project site along Talbert Avenue.

2.3 Existing Characteristics of the Site

2.3.1 Climate and Air Quality

The project site is located within the South Coast Air Basin (SCAB), a 6,600-square-mile area encompassing all of Orange County, as portions of Los Angeles, Riverside and San Bernardino counties. A persistent high-pressure area that commonly resides over the eastern Pacific Ocean largely dominates regional meteorology. The distinctive climate of this area is determined primarily by its terrain and geographic location. Local climate is characterized by warm summers, mild winters, infrequent rainfall, moderate daytime onshore breezes, and moderate humidity. Ozone (O3) and pollutant concentrations tend to be lower along the coast, where the onshore breeze disperses pollutants toward the inland valley of the SCAB and adjacent deserts. However, as a whole, the SCAB fails to meet National Ambient Air Quality Standards (NAAQS) for O3 and fine particulate matter (PM2.5), and is classified as a "nonattainment area" for those pollutants (CARB, 2024).

2.3.2 Geology and Soils

Topography within the project site is relatively flat as the project site is developed with a surface parking lot. The project site is not within the Alquist-Priolo Earthquake Fault Zone or landslide zone. However, the project site is located within a liquefaction zone (DOC, 2024).

2.3.3 Hydrology

The project site is developed with a surface parking lot and has a relatively flat elevation ranging from 25 feet above mean sea level (amsl) to 29 amsl. Currently, water would sheet flow to the northwestern portion of the project site (Google Earth Pro, 2024).

2.3.4 Biology

The project site is located in an urbanized area and provides low habitat value for special-status plant and wildlife species; however, there are trees and landscaping on the project site boundary that could provide nesting and foraging habitat.

2.3.5 Public Services

The City is served by a full range of public services including Fountain Valley Fire Department, Fountain Valley Police Department, Fountain Valley School District, Huntington Beach Union High School District, Garden Grove Unified School District, Ocean View School District, and Fountain Valley Library (City of Fountain Valley, 2023b, p. 4-12).

2.3.6 Utilities

The City of Fountain Valley Public Works provides wastewater/sewer collection services. The Orange County Sanitation District (OCSD) provides waste water treatment for the City of Fountain Valley and Orange County cities. Water supplies are from local groundwater aquifers managed by Orange County Water District (OCWD) that is pumped from the City-owned wells and imported water from Metropolitan Water District of Southern California that is provided by the Municipal Water District of Orange County. The Orange County Waste & Recycling (OCWR) provides solid waste services to the City and is transferred to the Frank Bowerman Sanitary Landfill (City of Fountain Valley, 2023b, p. 5.13-2 to 5.13-19). Electricity is provided to the city by Southern California Edison and natural gas is provided to the city by Southern California Gas Company (City of Fountain Valley, 2023b, p. 5.3-7 to 5.3-8).

3.0 PROJECT DESCRIPTION

3.1 Project Background

The City of Fountain Valley (City) is processing a request for discretionary approvals for development of a parking structure on a portion of the campus of the Orange Coast Medical Medical Center (OCMC) at 18111 Brookhurst Street, at the southwest corner of the intersection of Brookhurst Street and Talbert Avenue.

The proposed project includes development of a three-story parking structure (one underground level, one at-grade level, and three aboveground levels including the rooftop level) with 784 parking spaces. The site is currently developed as a surface parking lot with 231 spaces.

OCMC is comprised of five primary buildings, which include Orange Coast Memorial Hospital, Patient Care Pavilion and three medical office buildings totaling approximately 465,318 square feet of gross floor area. Existing parking for the OCMC campus totals 1,353 spaces consisting of an 816-space parking structure in the southern part of the campus and 537 spaces spread among four surface parking lots (Hunsaker, 2023).

The existing General Plan land use designation and zoning district for the project site are both Orange Coast Memorial Medical Center Specific Plan (Specific Plan), which was approved by the City of Fountain Valley in 2007. The Specific Plan permits construction of a parking structure expansion in Area 1 (the southern part) of the Specific Plan area.

The project includes applications for two discretionary approvals from the City of Fountain Valley: 1) a Specific Plan Amendment to the Orange Coast Memorial Medical Center Specific Plan; and 2) a Precise Plan of Design.

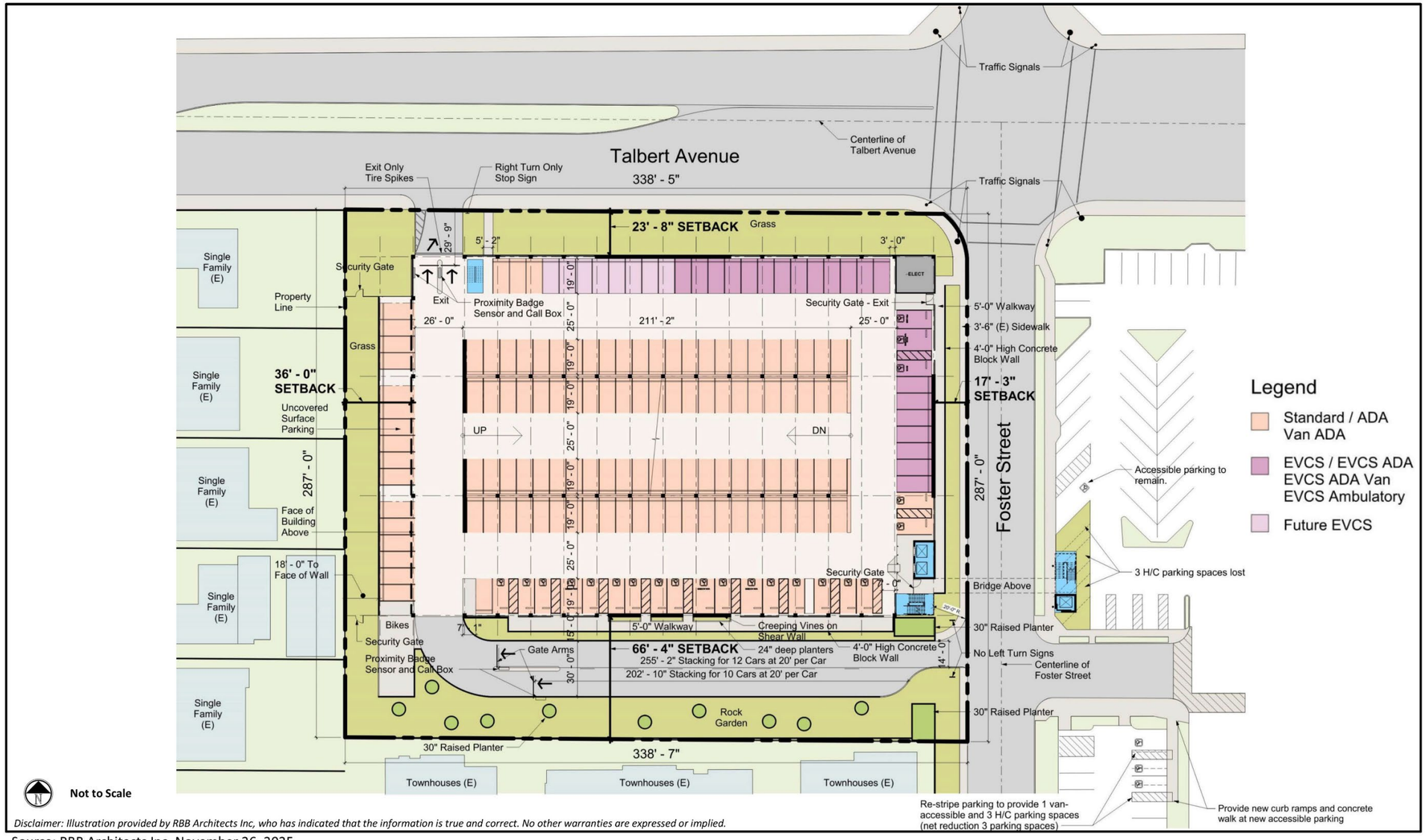
3.2 Project Overview

The proposed project includes development of a three-story parking structure to replace the existing surface parking lot. **Figure 3.2-1** shows the project site plan; **Figures 3.2-2** through **3.2-5** show the basement, first floor, second floor, and roof plans, respectively. **Figure 3.2-6** shows the north and east elevations. The parking structure would have open sides; the open north sides facing Talbert Avenue would be covered by printed perforated screens as illustrated in **Figure 3.2-7**. Part of the sides of the east side of the structure would be closed with a shear wall containing artwork, as shown in **Figure 3.2-8.** The total height of the proposed structure would be 35 feet 2 inches to the fourth level parapet, and 41 feet 10 inches to the parking structure elevator tower. **Figure 3.2-9** shows a pedestrian bridge that is proposed from the third level of the parking structure extending eastward over Foster Street.

Parking in the proposed structure would be limited only to OCMC staff, including physicians. Access to the parking structure would be controlled by code boxes and entry arms. **Table 3.2-1** shows the numbers of parking spaces, by type, as well as square footage, on each of the five levels of the proposed structure.

The project is intended to address existing parking demand at OCMC. The project does not propose any expansion of land uses – such as patient capacity or medical office uses, or hospital staffing – that would increase parking demands.

Figure 3.2-1
SITE PLAN



Disclaimer: Illustration provided by RBB Architects Inc, who has indicated that the information is true and correct. No other warranties are expressed or implied.

Source: RBB Architects Inc, November 26, 2025.

Orange Coast Memorial
Medical Center Parking Structure

Site Plan

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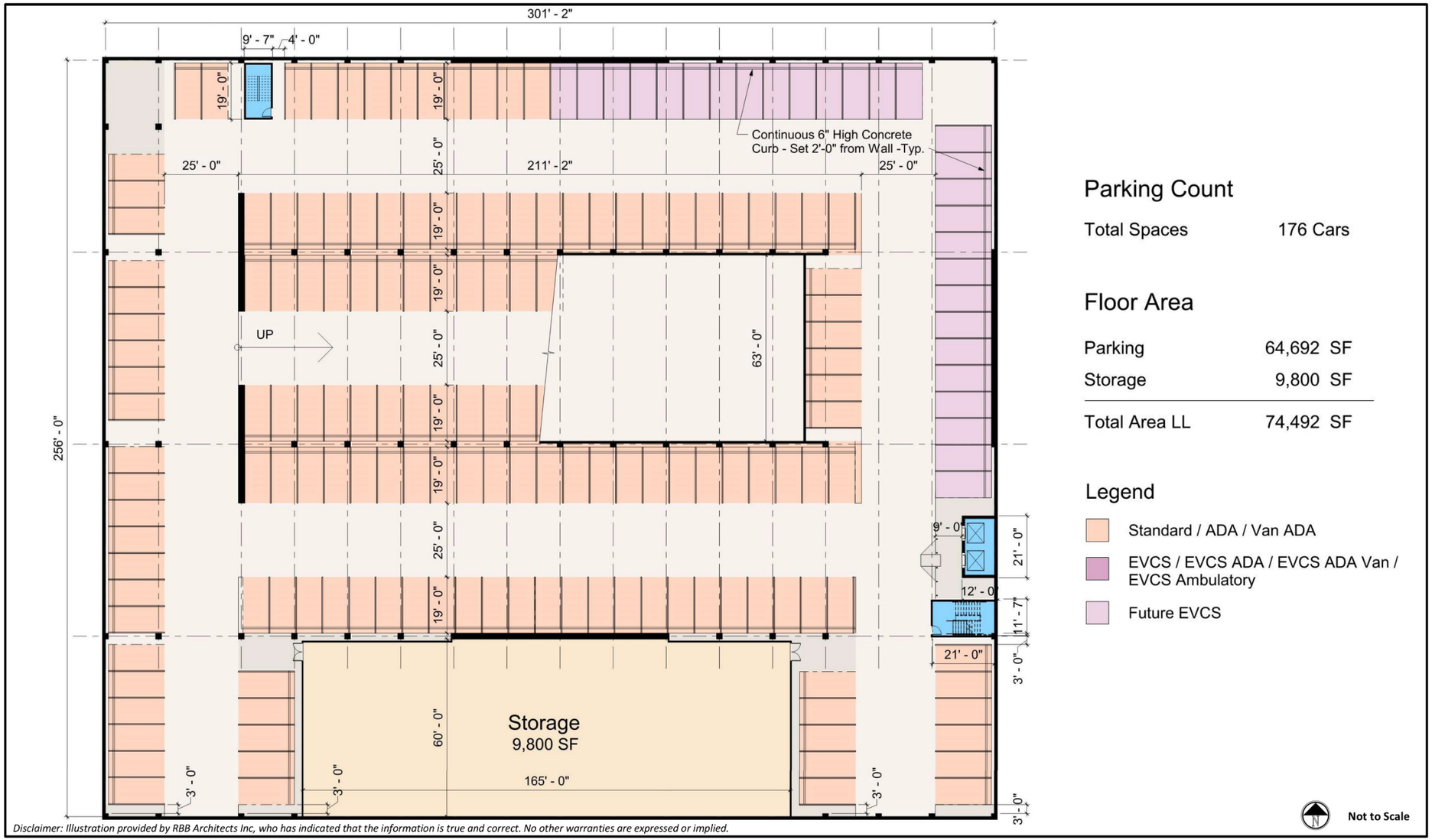
Figure 3.2-2
BASEMENT PLAN



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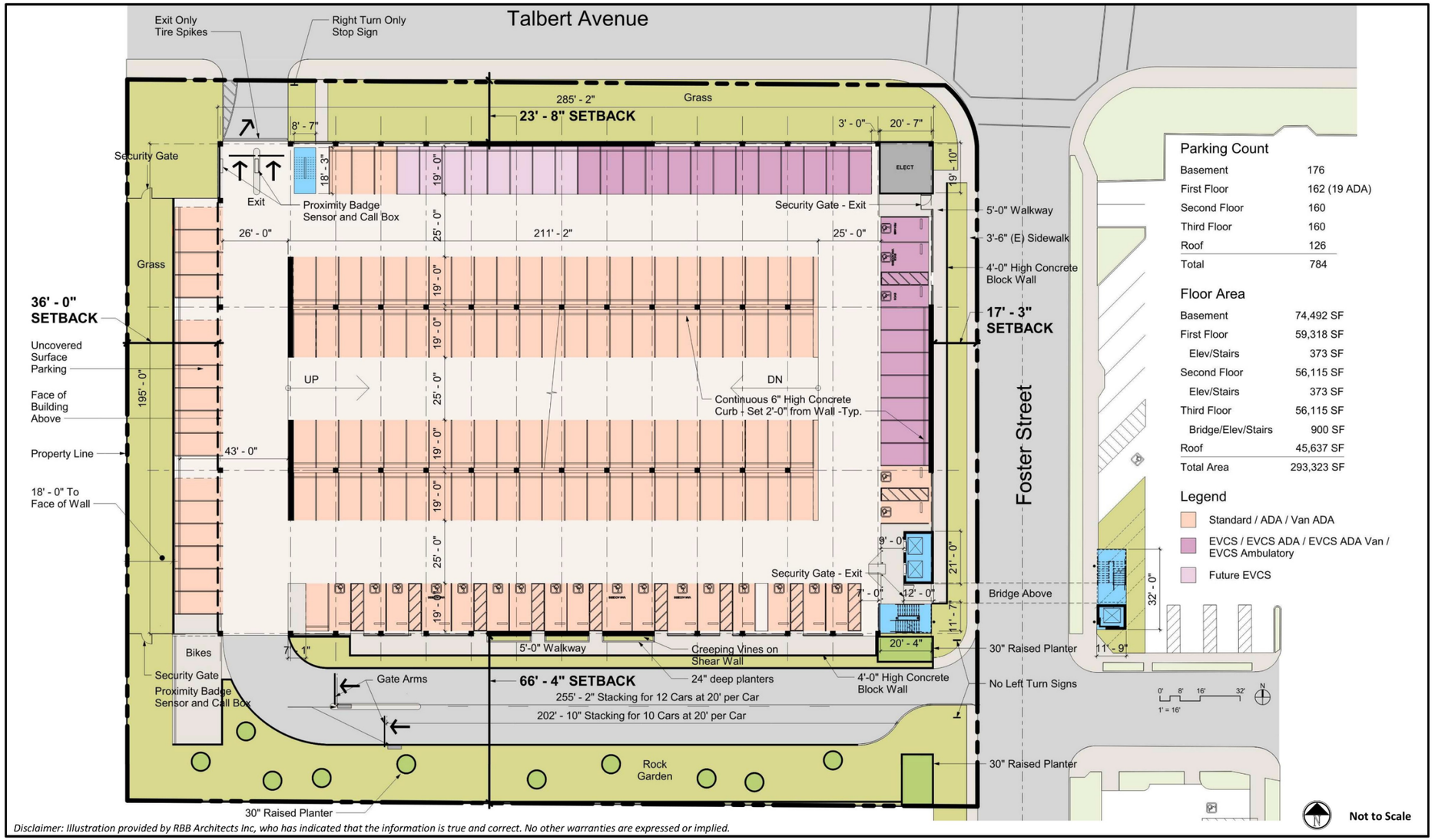
Source: RBB Architects Inc, November 26, 2025.

Orange Coast Memorial
Medical Center Parking Structure

Basement Floor Plan

Figure 3.2-3
FIRST FLOOR PLAN



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Source: RBB Architects Inc, November 26, 2025.

Orange Coast Memorial
Medical Center Parking Structure
First Floor Plan

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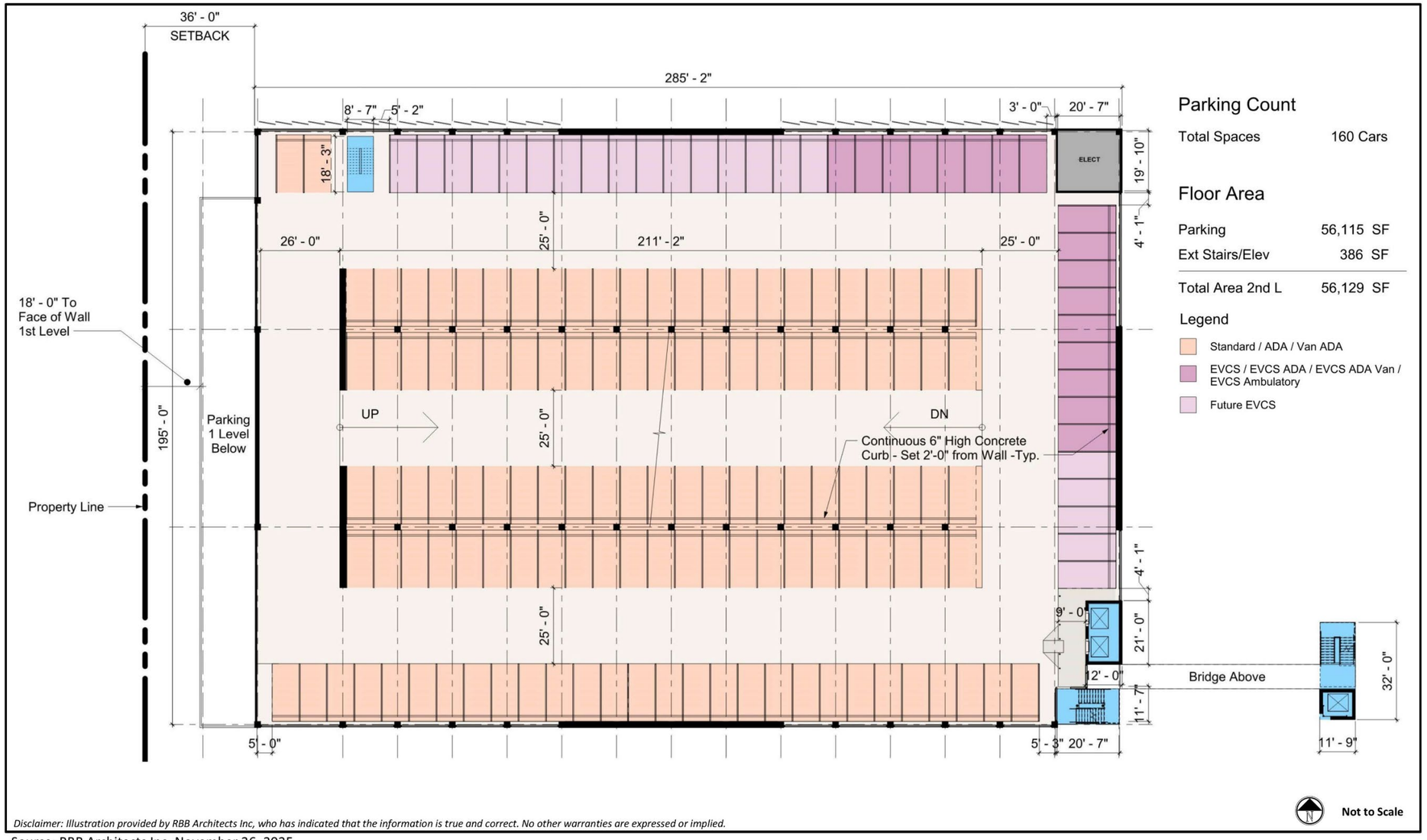
Figure 3.2-4
SECOND FLOOR PLAN



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Source: RBB Architects Inc, November 26, 2025.

Orange Coast Memorial
Medical Center Parking Structure
Second Floor Plan

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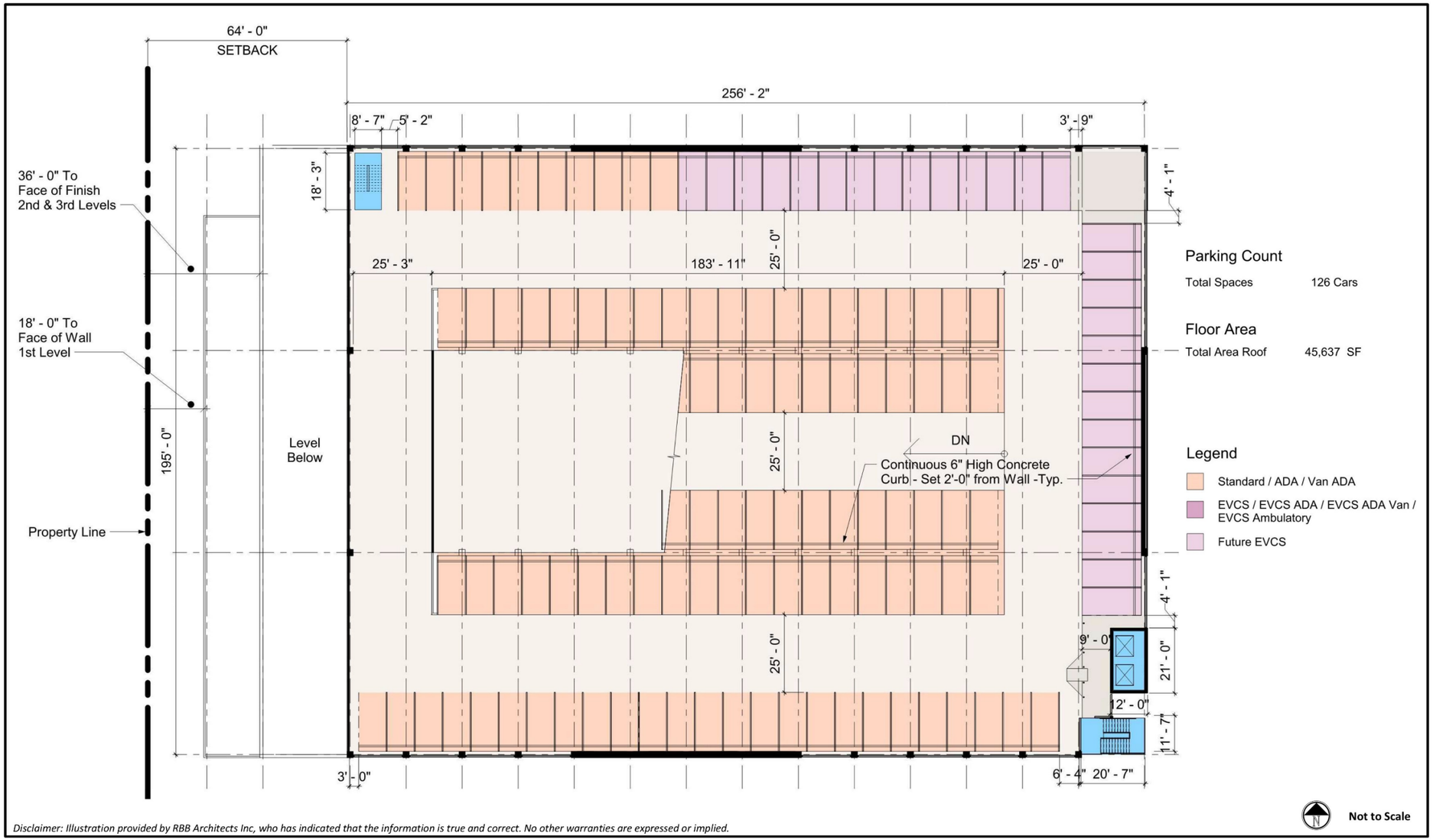
Figure 3.2-5
ROOF PLAN



Source: RBB Architects Inc, November 26, 2025.

Orange Coast Memorial
Medical Center Parking Structure
Roof Plan

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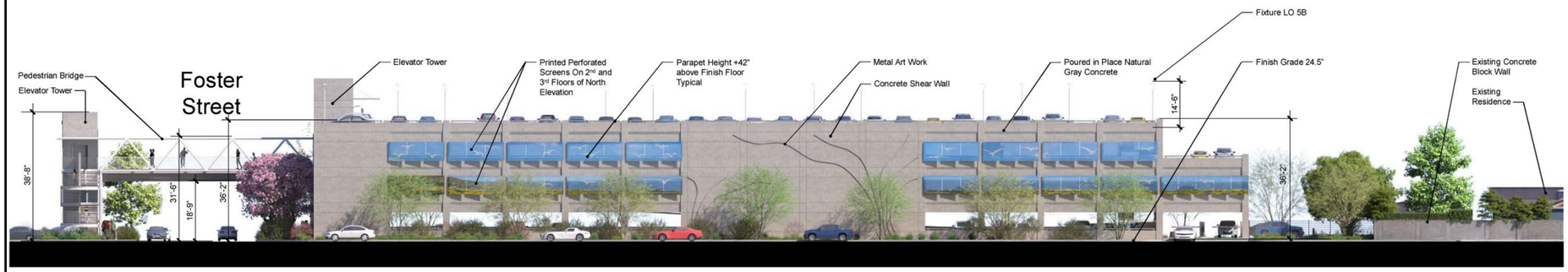
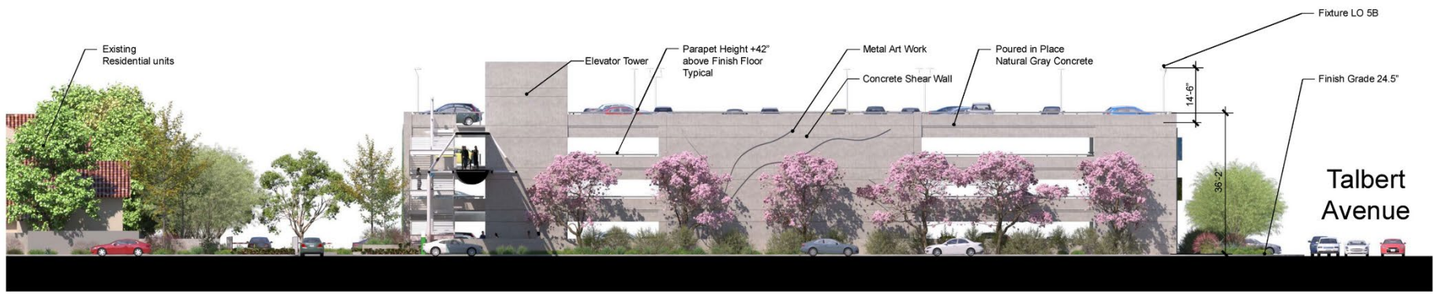
Figure 3.2-6
NORTH AND EAST ELEVATIONS, PROPOSED PARKING STRUCTURE



North Elevation



East Elevation

Disclaimer: Illustration provided by RBB Architects Inc, who has indicated that the information is true and correct. No other warranties are expressed or implied.

Source: RBB Architects Inc, November 26, 2025.

Orange Coast Memorial
Medical Center Parking Structure
North and East Elevations

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Figure 3.2-7
NORTH ELEVATION, PROPOSED PARKING STRUCTURE

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Source: RBB Architects Inc, November 26, 2025.

Orange Coast Memorial
Medical Center Parking Structure
North Elevation Perspective

Figure 3.2-8
EAST ELEVATION

Disclaimer: Illustration provided by RBB Architects Inc, who has indicated that the information is true and correct. No other warranties are expressed or implied.

Source: RBB Architects Inc, October 29, 2024.

Orange Coast Memorial
Medical Center Parking Structure
East Elevation

Figure 3.2-9
RENDERING, PROPOSED PEDESTRIAN BRIDGE

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Source: RBB Architects Inc, November 26, 2025.

Orange Coast Memorial
Medical Center Parking Structure
Rendering of Pedestrian Bridge

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3.2.1 Existing and Proposed Parking Spaces

The numbers of proposed and existing parking spaces on the OCMC campus are compared in **Table 3.2-2**. The 231 existing surface parking spaces on the project site would be removed to make space for the proposed structure. Three existing ADA surface parking spaces next to the east side of Foster Street would be lost to make way for the east landing of the proposed pedestrian bridge, for a total reduction of 234 spaces. Thus, development of the proposed structure would result in a net increase of 550 parking spaces on the OCMC campus (784 new less 234 removed). The proposed structure would contain 22 ADA spaces (including three electric vehicle charging station [EVCS] ADA spaces); thus, project development would not reduce the number of ADA spaces on the OCMC campus. Bicycle parking consisting of 44 spaces would be provided on the first level, secured by a gate.

All of the existing parking facilities on the campus are available for staff (including physicians), patients, and visitors.[5] The first floor of the existing parking structure is reserved for physicians, and the top floors for employees. At project completion the existing parking structure would be reserved for patients and visitors.

Project construction would involve the temporary loss of the 234 surface parking spaces mentioned above in the operations analysis. Memorial Health Services (MHS), the parent company of OCMC, operates office uses at 17330, 17360, and 17390 Brookhurst Street, about 0.6 mile north of the project site. Parking available for use at the 17330-17390 Brookhurst Street property amounts to 1,730 spaces including 1,400 at the Brookhurst Street property and 330 at 10101 Slater Avenue, immediately to the south of the Brookhurst Street property. Memorialcare proposes to use available parking capacity at MHS' Brookhurst Street facilities and Slater Avenue parking lot to accommodate parking demand temporarily displaced from the project site. A letter from John Somers, Memorialcare Vice President Real Estate and Facilities, regarding use of parking at the Brookhurst Street facilities and Slater Avenue lot is included as **Appendix A2**.

3.3 Ingress, Egress, and Pedestrian Circulation

Ingress into the structure would be via a two-lane driveway from Foster Street, and egress from the structure would be via a two-lane right-out-only driveway onto Talbert Avenue, which is a divided road.

A pedestrian bridge would connect the third level of the parking structure to an elevator and stairway on the opposite (east) side of Foster Street a short distance west of the medical office building at 9900 Talbert Avenue on the OCMC campus. Two pedestrian paths of travel would be provided between the parking structure and the rest of the OCMC campus – the pedestrian bridge and the crosswalk across Foster Street on the south side of the intersection of Foster Street and Talbert Avenue.

[5] 114 parking spaces in three of the existing surface lots (all east of Foster Street) are used by valets.

Table 3.2-1
PROJECT SUMMARY

Level	Parking Spaces						Square Feet
	Standard	ADA and ADA/Van	EVCS	EVCS: ADA and ADA/Van	*EVCS: subtotal*	Total	
Basement	176	0	0	0	*0*	176	74,492
1st	120	19	20	3	*23*	162	59,691
2nd	143	0	17	0	*17*	160	56,129
3rd	160	0	0	0	*0*	160	57,015
Rooftop	126	0	0	0	*0*	126	45,637
Total	725	19	37	3	40	**784**	**293,323**

EVCS = electric vehicle charging station
Source: RBB Architects, 2024

Table 3.2-2
PROPOSED AND EXISTING OCMC PARKING

	Location	Parking Spaces
Proposed Parking	Proposed Structure	784
	Existing Structure	816
	Surface Parking	303[1]
	Total	**1,903**
Existing Parking	Existing Structure	816
	Surface Parking	537
	Total	**1,353**
Net Increase	Not Applicable	550

[1] Includes reduction of 231 spaces in the surface lot on the project site; and 3 surface parking spaces for east landing of the proposed pedestrian bridge

3.4 Lighting

Pole-mounted parking lot lights, shown in **Figure 3.4-1**, would be installed on the rooftop level.

3.5 Landscaping

Landscaping consisting of trees, shrubs, and grasses, would be planted along the perimeter of the project site. Landscaping would be in setbacks ranging in width from 23 feet along the north and south site boundaries to 18 feet along the west site boundary and 17 feet along the east boundary.[6] Landscaping along the south edge of the project site would include a dry riverbed. **Figure 3.5-1** shows the project conceptual landscape plan, while **Figure 3.5-2** shows trees that would screen much of the west side of the parking structure from neighboring residences. The total pervious area would be 23,105 square feet (0.53 acre), or about 24 percent of the project site (Tait and Associates, 2024, p. 2).

3.6 Drainage

The proposed parking structure will sheet flow to roof drains on the north and south side of the parking structure that will be discharged at grade and flow to a proposed Modular Wetland System in the northeast corner of the project site. The Modular Wetland System will discharge to the existing catch basin at the northeast of the site, tributary to the existing 45-inch storm drain north of the site in Talbert Avenue (Tait and Associates, 2024, p. 2). Impervious area onsite at project completion would be about 72,531 square feet (1.67 acres), or approximately 76 percent of the project site.

3.7 Project Construction

3.7.1 Offsite Improvements

Construction would need to occur in Foster Street to connect the utility lines for the proposed project to the existing main lines.

[6] The total setback on the south site boundary would be 66 feet and would include a two-lane driveway and a second smaller landscaped area.

Figure 3.4-1
RENDERING, PROPOSED ROOFTOP PARKING LOT LIGHTS

Elevation of Fixture LO5 series

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Source: RBB Architects Inc, November 26, 2025.

Orange Coast Memorial
Medical Center Parking Structure

Rendering Roof Light Fixtures

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Figure 3.5-1
CONCEPTUAL LANDSCAPE PLAN

CONCEPTUAL LANDSCAPE PLAN

N

NOT TO SCALE

LEGEND

01 NEW LOPHOSTEMON TREES TO CREATE DENSE SCREEN
02 NEW PARKINSONIA TREES
03 NEW TABEBUIA TREES
04 NEW PARKINSONIA TREES & DRY RIVER BED
05 NEW GINKGO TREES
06 PARKING STRUCTURE
07 BRIDGE ABOVE
08 NEIGHBORING TOWNHOMES
09 NEIGHBORING SINGLE FAMILY RESIDENTIAL

PROPOSED PLANTING LIST

TREES

LOPHOSTEMON

PARKINSONIA

TABEBUIA

GINKGO

SHRUBS

WESTRINGIA

AGAVE ATTENUATA

SENECIO

BULBINE

GAURA

SESLERIA

YUCCA

ECHINOCACTUS

SITE PHOTOS

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Source: RBB Architects Inc, November 26, 2025.

Orange Coast Memorial
Medical Center Parking Structure
Landscape Plan

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Figure 3.5-2
LANDSCAPE PLAN, WEST ELEVATION

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Source: RBB Architects Inc, November 26, 2025.

Orange Coast Memorial
Medical Center Parking Structure
Landscape Plan, West Elevation

3.7.2 Construction Activities

Construction is expected to take one year to complete, beginning in March 2027 and ending in February 2028.[7] Construction would be conducted in several phases: 1) demolition of the existing surface parking lot; 2) site preparation and grading; 3) utilities trenching and installation; 4) construction of the parking structure; 5) paving; and 6) landscape installation. The only utilities required are electricity and potable water for landscaping; the project site is not near a recycled water main. Construction equipment types and numbers, estimated using the CalEEMod emissions model employed in the air quality and greenhouse gas analysis, are shown below in **Table 3.7-1**.

TABLE 3.7-1
CONSTRUCTION EQUIPMENT

Construction Phase	Equipment Type	Number
1 - Demolition	Rubber-Tired Dozers	1
	Concrete Saws	1
	Tractor/Loader/Backhoe	3
2 - Site Preparation	Graders	1
	Rubber Tired Dozers	1
	Tractor/Loader/Backhoe	1
3- Grading	Graders	1
	Rubber-Tired Dozers	1
	Tractor/Loader/Backhoe	2
4-Building Construction	Forklifts	1
	Crane	1
	Tractor/Loader/Backhoe	1
	Generator Sets	1
	Welders	3
3 – Paving	Paving Equipment	1
	Rollers	1
	Cement and Mortar Mixer Mixers	1
	Pavers	1
	Tractor/Loader/Backhoe	1
4-Architectural Coating	Air Compressors	1

Source: CAPCOA, 2022: CalEEMod Version 2022.1.1.29

3.8 Discretionary Actions

The proposed project includes applications for the following discretionary approvals by the City of Fountain Valley:

- A Specific Plan Amendment to the Orange Coast Memorial Medical Center Specific Plan to allow the relocation of Specific Plan's parking structure expansion from Planning Area 1 to

[7] The beginning and ending months of the construction schedule are both during the rainy season (December through March). The schedule is therefore subject to interruptions and slight delays due to rain.

Planning Area 3 with an increase of 185,867 square feet in parking structure gross floor area (from 107,456 square feet to 293,323 square feet).

- A **Precise Plan of Design** for the review and approval of the proposed parking structure design to ensure the project complies with all applicable development and design standards/guidelines and minimize potential adverse effects.

3.9 Other Permits and Approvals

Following the City's approval of the Initial Study/Mitigated Negative Declaration, the following permits/approvals, as shown in **Table 3.6-1,** would be required prior to construction.

Table 3.6-1
PERMITS AND APPROVALS

Agency	Permit or Approval
City of Fountain Valley Building & Safety Division	Site Plan review and approval and Grading and Building Permits
City of Fountain Valley Planning Division	Specific Plan Amendment Precise Plan of Design
Fountain Valley Fire Department	Building plan check and approval. Review for compliance with the current California Fire Code, current California Building Code, California Health & Safety Code and City of Fountain Valley Municipal Code. Plans for fire detection and alarm systems, and automatic sprinklers.
Santa Ana Regional Water Quality Control Board (Region 8)	Water quality permits

4.0 ENVIRONMENTAL CHECKLIST

Environmental Factors Potentially Affected

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" or as a "Potentially Significant Unless Mitigation Incorporated," as indicated by the checklist on the following pages.

☐ Aesthetics	☐ Agricultural and Forest Resources	☐ Air Quality
☒ Biological Resources	☒ Cultural Resources	☐ Energy
☒ Geology / Soils	☐ Greenhouse Gas Emissions	☐ Hazards & Hazardous Materials
☐ Hydrology / Water Quality	☐ Land Use / Planning	☐ Mineral Resources
☐ Noise	☐ Population / Housing	☐ Public Services
☐ Recreation	☐ Transportation	☒ Tribal Cultural Resources
☐ Utilities/Service Systems	☐ Wildfire	☒ Mandatory Findings of Significance

Determination (To Be Completed by the Lead Agency)

On the basis of this initial evaluation:

☐ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

☒ I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

☐ I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect (1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and (2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

_____	_____
Signature	Date
_____	City of Fountain Valley
Printed Name	

Evaluation of Environmental Impacts

(1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors, as well as general standards (e.g., the project would not expose sensitive receptors to pollutants, based on a project-specific screening analysis).

(2) All answers must take into account the whole action involved, including offsite as well as onsite, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.

(3) Once the lead agency has determined that a particular physical impact may occur then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.

(4) "Negative Declaration: Less than Significant with Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less than Significant Impact." The lead agency must describe the mitigation measures and briefly explain how they reduce the effect to less than significant level.

(5) Earlier analyses may be use where, pursuant to the tiering, Program EIR, or other CEQA process, an affect has been adequately analyzed in an earlier EIR or negative declaration. (See Section 15063(c)(3)(D) of the CEQA Guidelines. In this case, a brief discussion should identify the following:

(a) Earlier Analyses Used. Identify and state where the earlier analysis available for review.

(b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.

(c) Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures that were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.

(6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference

to the page or pages where the statement is substantiated. A source list should be attached and other sources used or individuals contacted should be cited in the discussion.

(7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.

(8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.

(9) The explanation of each issue should identify:

(a) The significance criteria or threshold, if any, used to evaluate each question; and

(b) The mitigation measure identified, if any, to reduce the impact to less than significant.

4.1 Aesthetics

Would the project:	Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Have a substantial adverse effect on a scenic vista?			**X**	
b) Substantially damage scenic resources, including, but not limited to, trees, outcroppings, and historic buildings within a state scenic highway?				**X**
c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?			**X**	
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?			**X**	

A "visual environment" includes the built environment (development patterns, buildings, parking areas, and circulation elements) and natural environment (such as hills, vegetation, rock outcroppings, drainage pathways, and soils) features. Visual quality, viewer groups and sensitivity, duration, and visual resources characterize views.

- Visual quality refers to the general aesthetic quality of a view, such as vividness, intactness, and unity.
- Viewer groups identify who is most likely to experience the view.
- High-sensitivity land uses include residences, schools, playgrounds, religious institutions, and passive outdoor spaces such as parks, playgrounds, and recreation areas.
- Duration of a view is the amount of time that a particular view can be seen by a specific viewer group.
- Visual resources refer to unique views, and views identified in local plans, from scenic highways, or of specific unique structures or landscape features.

a) Would the project have a substantial adverse effect on a scenic vista?

Less than Significant Impact

Scenic vistas generally include extensive panoramic views of natural features, unusual terrain, or unique urban or historic features for which the field of view can be wide and extend into the distance, and focal views that focus on a particular object, scene or feature of interest. The City is primarily a residential community, predominantly composed of suburban residential areas dotted with shopping centers and parks. The Santa Ana and San Gabriel Mountains are east and north of the city, respectively. However, considering the distance and the built-out nature of the City, potential views to these scenic resources are limited.

The existing General Plan EIR does not designate scenic views or vistas within the City, and there are no unique or unusual features in the region that constitute a dominant portion of a viewshed (City of Fountain Valley, 2023b, p. 5.1-2). As shown in **Figure 4.1-1** below, the project site is surrounded by urban development and trees. Additionally, the parking structure would be three stories tall above ground level, which is similar to the buildings and parking structure of the Orange Coast Medical Center (OCMC). With no identified scenic vistas and comparable building heights in the surrounding areas, impacts to scenic vistas would be less than significant.

b) Would the project substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?

No Impact

There are no official scenic highways within the City. The nearest officially designated scenic highway is a portion of SR-91 approximately 9.25 miles northeast of Fountain Valley (City of Fountain Valley, 2023b, p. 5.1-2). Therefore, the project would have no impacts on trees, rock outcroppings and historic buildings within a state scenic highway.

c) In non-urbanized areas, would the project substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?

Less than Significant Impact

The project site is located in an urban portion of the City. Therefore, the analysis for the project should determine if the project would conflict with applicable regulations governing scenic quality. **Table 4.1-1**, *Project Compliance with Applicable City of Fountain Valley General Plan Policies Regarding Scenic Quality*, details the applicable aesthetics policies from the City General Plan and how the project would adhere to them. **Table 4.1-2**, *Project Compliance with Applicable Orange Coast Memorial Medical Specific Plan Objectives Regarding Scenic Quality*, details the applicable aesthetics objectives from the Specific Plan and how the project would adhere to them.

Figure 4.1-1
PHOTOGRAPHS OF THE SURROUNDING AREA

PHOTO 1: View north of the project site looking at a single-story church and single-story family home.

PHOTO 2: View east of the project site looking at three-story medical buildings.

PHOTO 3: View south of the project site looking at two-story multi-family homes.

PHOTO 4: View west of the project site looking at one- and two-story single-family homes.

Table 4.1-1
PROJECT COMPLIANCE WITH APPLICABLE CITY OF FOUNTAIN VALLEY GENERAL PLAN POLICIES REGARDING SCENIC QUALITY

Policy	Project Compliance
Goal LU-1: An arrangement of compatible land uses that protects and maintains attractive and safe neighborhoods while promoting dynamic activity centers and preserving conventional commercial and industrial uses.	
Policy LU-1.1 Land use compatibility and viability. Require that new development is located, scaled, buffered, and designed to minimize negative impacts on existing conforming uses and adjacent neighborhoods. Require that new residential developments are located, scaled, buffered, and designed so as to not hinder the economic viability and continuity of areas planned for nonresidential uses.	The proposed parking structure would conform to the project site's General Plan land use and zoning designations of Orange Coast Memorial Medical Center Specific Plan, which would allow a parking structure that is three stories above grade. Additionally, the structure would be consistent with the three-story medical center and parking structure buildings that are part of the medical center. Therefore, the project would be in compliance with this policy.
GOAL LU-3: Neighborhoods, places, and buildings that are well maintained, demonstrate pride and reinvestment, and reinforce a sense of community.	
Policy LU-3.1 Pride and identity. Enhance the sense of identity and increase the feeling of pride among residents, business owners, employees, and visitors by encouraging excellent physical design and continual property maintenance and improvements	The proposed project would be consistent with the development of the medical center that has similar height buildings and parking structure. The proposed project would be developed according to applicable design regulations such as the City General Plan, Orange Coast Memorial Medical Center Specific Plan, and zoning code to ensure that the project would be consistent with the existing development of the surrounding area. Maintenance of the project would be consistent with other portions of the medical campus. Therefore, the project would be in compliance with this policy.
Policy LU-3.2 Scale and character. Ensure that all new development is compatible with the scale and character of the surrounding neighborhoods in Fountain Valley.	The proposed project would be developed according to applicable design regulations such as the City General Plan, Orange Coast Memorial Medical Center Specific Plan, and zoning code to ensure that the project would be compatible with the existing development of the surrounding area. Therefore, the project would be in compliance with this policy.
Policy LU-3.4 Building design. Nonresidential buildings and related improvements should exhibit authentic and enduring design. Although no specific architectural style is required, the City prefers that designs for individual buildings stay true to a single	The proposed project would be a nonresidential building developed according to applicable design regulations such as the City General Plan, Orange Coast Memorial Medical Center Specific Plan, and zoning code to ensure that the project would be

Policy	Project Compliance
architectural style and discourages franchise architecture. Buildings shall present fully finished facades on all sides visible from freeways or streets.	consistent with the style of existing development of the surrounding area. Therefore, the project would be in compliance with this policy.
Policy LU-3.5 Corridor design. Buildings, streetscapes, landscaping, and associated improvements along the City's arterial streets should be attractive and promote a cohesive sense of place.	The proposed project would be developed according to applicable design regulations such as the City General Plan, Orange Coast Memorial Medical Center Specific Plan, and zoning code to ensure that the project would be consistent with the existing development of the surrounding area. Additionally, the project would include landscaping along the border of the project site, matching adjacent developments, to improve a cohesive sense of place. Therefore, the project would be in compliance with this policy.
Policy LU-3.6 Parking design. Require surface and structured parking lots to be safe and convenient for all users. Parking areas shall also be attractive, particularly when visible from the public realm, with landscaping providing visual relief, buffering, and shade for vehicles and pedestrians.	The proposed project would develop a parking structure that would comply with applicable design regulations, easily accessible from multiple entry points and would include landscaping that would provide visual relief, buffering from adjacent developments, and shade for pedestrians. Therefore, the project would be in compliance with this policy.

Source: City of Fountain Valley, 2023b.

Table 4.1-2
PROJECT COMPLIANCE WITH APPLICABLE ORANGE COAST MEMORIAL MEDICAL CENTER SPECIFIC PLAN OBJECTIVES REGARDING SCENIC QUALITY

Objective	Project Compliance
To plan and locate new uses to assure compatibility with other existing medical facilities.	The existing project site is currently a surface parking lot for the medical center. The proposed project would develop a parking structure that would continue to serve the medical center and would be similar to the southern parking structure of the medical center. Therefore, the project would comply with this objective.
To establish a cohesive and efficient signage program to facilitate on-site circulation and ease of use by medical center patrons.	The proposed parking structure would be used exclusively for medical center staff; the project would establish signage guiding staff to entry and exit points. Therefore, the project would comply with this objective.
To establish a cohesive landscape program which enhances the visual appearance of the medical center.	The proposed project would incorporate a landscaping plan that would match the surrounding landscaped areas of the medical center. Therefore, the project would comply with this objective.

Objective	Project Compliance

Source: City of Fountain Valley, 2007.

Based on the analysis above, the project would not conflict with applicable General Plan policies or Specific Plan objectives governing scenic quality. While views from surrounding land uses (especially residences west and south of the project site) would change, the changes would not be related to CEQA thresholds and thus would not be significant impacts under CEQA. Therefore, impacts would be less than significant.

d) Would the project create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?

Less Than Significant Impact

Light and Glare

The ambient lighting in the area consists of the lighting emitted from adjacent developments and traffic lighting. The development of the proposed parking structure would include lighting for visibility and security purposes, including parking lot lighting on the roof level of the parking structure, which could potentially cause light and glare impacts in surrounding areas. However, future development and redevelopment projects in the City would be required to comply with the City Municipal Code § 21.18.060, *Exterior Lighting*, which requires outdoor lighting to be shielded to reduce lighting directly visible from any point five feet or more beyond the property line. This would ensure that substantial light and glare does not extend substantially beyond the site where it is generated. No significant spill light impacts would affect surrounding residences. Project development would not generate substantial additional light and glare and the impact would be less than significant (City of Fountain Valley, 2023b, p. 5.1-6).

Shadows

The following analysis of project shadow impacts is based on a set of sun shadow studies by RBB Architects completed in November 2025; a complete set of shadow studies is included as **Appendix A2**. Shadow-sensitive land uses that could be affected by the project consist of residences next to the west site boundary. Note that the third floor of the parking structure is set back from the west end of the remainder of the structure by 36 feet in order to reduce shadow impacts on residences west of the project site. The analysis below focuses on land uses west, east, and north of the structure. No shadows would be cast onto residences south of the project site on any of the four dates analyzed. While hospitals are shadow-sensitive land uses, OCMC patient care facilities are outside of areas that would be affected by shadows cast by the structure; thus, shadow impacts on existing OCMC facilities are not addressed below.

Shadows are addressed here for the hours of 9:00 a.m. to 4:00 p.m. during winter (December 21) and 9:00 a.m. to 5:00 p.m. during Spring (March 21), Summer (June 21) and Autumn (September 21). The dates and times analyzed are from the City of Los Angeles CEQA Thresholds Guide; and adjusted for the change in beginning and ending of daylight savings time in 2007 pursuant to the Energy Policy Act of 2005 (Public Law 109-58) (that is, daylight savings time now begins the 2nd Sunday in March and ends the first Sunday in November). Thus, March 21 is now during daylight savings time, and shadow impacts for that day are analyzed as per daylight savings time.

A significant impact is shading of shadow-sensitive uses for three hours during the period from 9:00 a.m. to 4:00 p.m. during Pacific Standard Time (early November through early March); or for four hours during the period from 9:00 a.m. to 5:00 p.m. during Pacific Daylight Time (mid-March through early November). The shadow studies for December 21 are used to address impacts during Standard Time, and the studies for March 21, June 21, and September 21 are used to address impacts during Daylight Time.

December 21 (Winter Solstice)

At **9 a.m** shadows of the parking structure would cover the back yards of houses next to the west side of the project site. Shadows would not affect residences to the west on or after 10:00 a.m.

At **12 p.m.** shadows of the structure would extend over part of Talbert Avenue but would not affect residences west of the project site.

At **4 p.m.** shadows would extend over parts of Talbert Avenue, Foster Street, and the surface parking lot east of the project site; but would not affect residences west of the project site. **Figure 4.1-2** photos 1, 2, and 3 show shadows cast by the structure at 9 a.m., 12 p.m., and 4 p.m., respectively. Shadow impacts on residences west of the parking structure would be less than significant.

March 21 and September 21 (Spring and Fall Equinoxes)

At **9 a.m.** shadows of the parking structure would cover small parts of the backyards of houses next to the west side of the project site.

At **12 p.m.** shadows would not cover any surrounding land uses (shadows would cover part of the parkway immediately north of the structure but would not extend onto Talbert Avenue).

At **5 p.m.** shadows would extend east over Foster Street and a small part of the surface parking lot to the east. **Figure 4.1-3** photos 1, 2, and 3 show shadows cast by the structure at 9 a.m., 12 p.m., and 5 p.m., respectively. Shadow impacts on residences west of the parking structure would be less than significant.

June 21 (Summer Solstice)

At **9 a.m.** shadows covering parts of the backyards of residences west of the site are cast by existing landscape trees in the west project site boundary that would be retained; project development would not change those shadows.

At **12 p.m**. very small shadows would extend north of the parking structure, not affecting any shadow-sensitive uses.

At **5 p.m.** shadows would extend partway across Foster Street. **Figure 4.1-4** photos 1, 2, and 3 show shadows cast by the structure at 9 a.m., 12 p.m., and 5 p.m., respectively. Shadow impacts on residences west of the parking structure would be less than significant.

Figure 4.1-2
SHADOW STUDIES, DECEMBER 21 (WINTER SOLSTICE)

Disclaimer: Illustration provided by RBB Architects, who has indicated that the information is true and correct. No other warranties are expressed or implied.

Source: RBB Architects, November 26, 2025.

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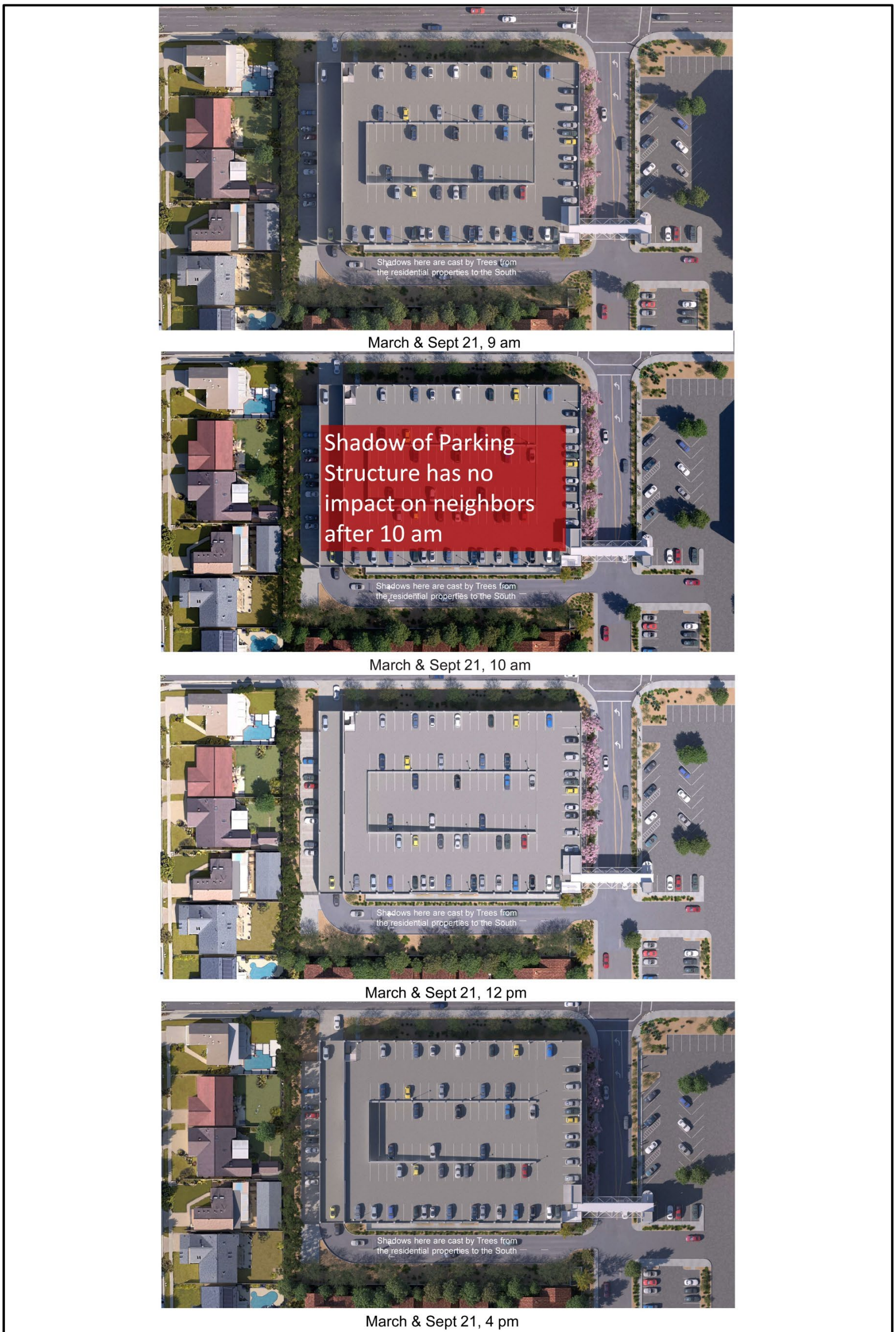
Orange Coast Memorial
Medical Center Parking Structure
Sun Shadow Studies
December 21 (Winter Solstice), 3-Level Structure

Figure 4.1-2
SHADOW STUDIES, MARCH 21 AND SEPTEMBER 21 (SPRING AND AUTUMN EQUINOXES)



Disclaimer: Illustration provided by RBB Architects, who has indicated that the information is true and correct. No other warranties are expressed or implied.

Source: RBB Architects, November 26, 2025.

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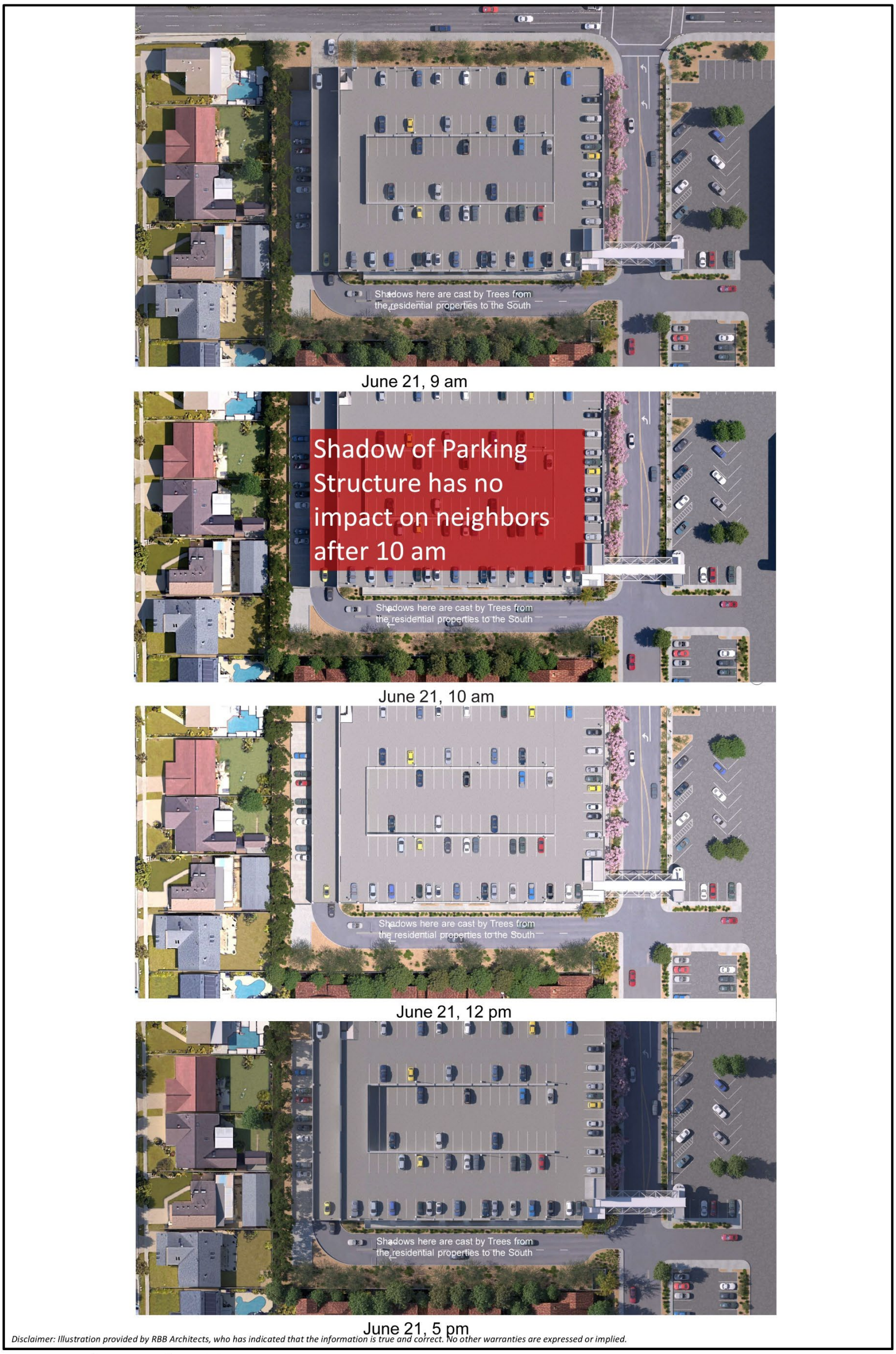
Orange Coast Memorial
Medical Center Parking Structure
Sun Shadow Studies
March 21 and September 21 (Spring and Autumn Equinoxes), 3-Level Structure

Figure 4.1-4
SHADOW STUDIES, JUNE 21 (SUMMER SOLSTICE)



Disclaimer: Illustration provided by RBB Architects, who has indicated that the information is true and correct. No other warranties are expressed or implied.

Source: RBB Architects, November 26, 2025.

Orange Coast Memorial
Medical Center Parking Structure
Sun Shadow Studies
June 21 (Summer Solstice), 3-Level Structure

4.2 Agriculture and Forestry Resources

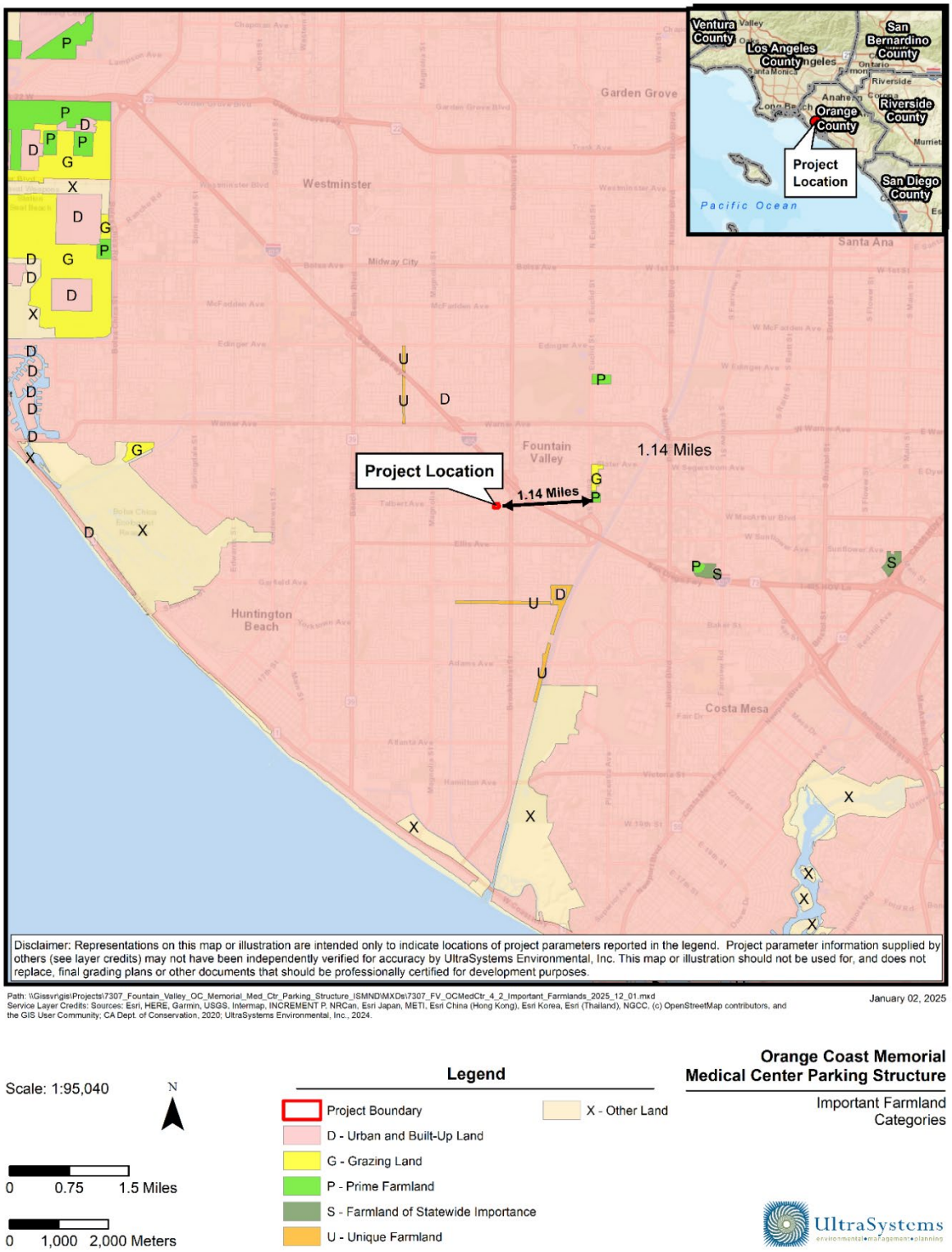
Would the project:	Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?				**X**
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?				**X**
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code § 12220(g)), timberland (as defined by Public Resources Codes § 4526), or timberland zoned Timberland Production (as defined by Government Code § 51104(g))?				**X**
d) Result in the loss of forest land or conversion of forest land to non-forest use?				**X**
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?				**X**

a) Would the project convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?

No Impact

The project site and surrounding uses are designated by the Division of Land Resource Protection (DLRP) as "Urban and Built-Up Land" (see **Figure 4.2-1** below), which is land occupied by structures with a building density of at least 1 unit to 1.5 acres, or approximately 6 structures to a 10-acre parcel. Urban and Built-Up Land includes residential, industrial, commercial, construction, institutional, public administration, railroad and other transportation yards, cemeteries, airports, golf courses, sanitary landfills, sewage treatment, water control structures, and other developed purposes (DOC, 2024). Therefore, no farmland would be converted to non-agricultural use and no impacts would occur.

Figure 4.2-1
IMPORTANT FARMLAND CATEGORIES



b) Would the project conflict with existing zoning for agricultural use, or a Williamson Act contract?

No Impact

The project site has a Specific Plan zoning designation and is not zoned for agricultural use. Williamson Act contracts restrict the use of privately-owned land to agriculture and compatible open-space uses under contract with local governments; in exchange, the land is taxed based on actual use rather than potential market value. The project site is not subject to a Williamson Act contract (DLRP, 2025). Therefore, the project would not conflict with existing zoning for agricultural use, or a Williamson Act contract and no impact would occur.

c) Would the project (c) conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code § 12220(g)), timberland (as defined by Public Resources Codes § 4526), or timberland zoned Timberland Production (as defined by Government Code § 51104(g))?

No Impact

The project site is zoned as "Specific Plan"; the site is not zoned for forest, timberland, or timberland production use. Therefore, project development would not conflict with zoning for forest land or timberland, and no impact would occur.

d) Would the project result in the loss of forest land or conversion of forest land to non-forest use?

No Impact

The project site and surroundings are not cultivated for forest resources. Therefore, project development would not result in the loss of forest land or conversion of forest land to non-forest use, and no impact would occur.

e) Would the project involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?

No Impact

The project site is OCMC's northwestern surface parking lot that currently has 231 parking spaces and is surrounded by single-family homes and Living Waters Christian Fellowship Church to the north, the Orange Coast Medical Center to the east, multi-family homes to the south, and single-family homes to the west. No important farmland is near the project site; the nearest such farmland is Prime Farmland approximately 1.14 miles to the east (DOC, 2024). No forest land is present on or near the project site.

Therefore, project development would not indirectly cause conversion of farmland to non-agricultural use or conversion of forest land to non-forest use, and no impacts would occur.

4.3 Air Quality

Would the project:	Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Conflict with or obstruct implementation of the applicable air quality plan?			**X**	
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is nonattainment under an applicable federal or state ambient air quality standard?			**X**	
c) Expose sensitive receptors to substantial pollutant concentrations?			**X**	
d) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?			**X**	

4.3.1 Pollutants of Concern

Criteria pollutants are air pollutants for which acceptable levels of exposure can be determined and an ambient air quality standard has been established by the U.S. Environmental Protection Agency (USEPA) and/or the California Air Resources Board (ARB). The criteria air pollutants of concern are nitrogen dioxide (NO_2), carbon monoxide (CO), particulate matter (PM_{10} and $PM_{2.5}$), sulfur dioxide (SO_2), lead (Pb), and ozone, and their precursors, such as reactive organic gases (ROG) (which are ozone precursors). Since the proposed project would not generate appreciable SO_2 or Pb emissions,[8] it is not necessary for the analysis to include those two pollutants.

Presented below is a description of the air pollutants of concern and their known health effects.

Nitrogen oxides (NO_X) serve as integral participants in the process of photochemical smog production and are precursors for certain particulate compounds that are formed in the atmosphere and for ozone. A precursor is a directly emitted air contaminant that, when released into the atmosphere, forms, causes to be formed, or contributes to the formation of a secondary air contaminant for which an ambient air quality standard (AAQS) has been adopted, or whose presence in the atmosphere will contribute to the violation of one or more AAQSs. When NO_X and ROG are released in the atmosphere, they can chemically react with one another in the presence of sunlight to form ozone. The two major forms of NO_X are nitric oxide (NO) and NO_2. NO is a colorless, odorless gas formed from atmospheric nitrogen and oxygen when combustion takes place under high temperature and/or high pressure. NO_2 is a reddish-brown pungent gas formed by the combination

[8] Sulfur dioxide emissions will be below 0.04 pound per day during construction and operations. Lead is typically associated with industrial sources and processes, but quantification of lead emissions are not currently available for CalEEMod.

of NO and oxygen. NO_2 acts as an acute respiratory irritant and eye irritant and increases susceptibility to respiratory pathogens (USEPA, 2011).

Carbon monoxide (CO) is a colorless, odorless non-reactive pollutant produced by incomplete combustion of fossil fuels. CO is emitted almost exclusively from motor vehicles, power plants, refineries, industrial boilers, ships, aircraft, and trains. In urban areas, such as the project location, automobile exhaust accounts for most CO emissions. CO is a non-reactive air pollutant that dissipates relatively quickly; therefore, ambient CO concentrations generally follow the spatial and temporal distributions of vehicular traffic. CO concentrations are influenced by local meteorological conditions: primarily wind speed, topography, and atmospheric stability. CO from motor vehicle exhaust can become locally concentrated when surface-based temperature inversions are combined with calm atmospheric conditions, a typical situation at dusk in urban areas between November and February. The highest levels of CO typically occur during the colder months of the year when inversion conditions are more frequent. In terms of health, CO competes with oxygen, often replacing it in the blood, thus reducing the blood's ability to transport oxygen to vital organs. The results of excess CO exposure can be dizziness, fatigue, and impairment of central nervous system functions. High concentrations are lethal (ARB, 2024a).

Particulate matter (PM) consists of finely divided solids or liquids, such as soot, dust, aerosols, fumes and mists. Primary PM is emitted directly into the atmosphere from activities such as agricultural operations, industrial processes, construction and demolition activities, and entrainment of road dust into the air. Secondary PM is formed in the atmosphere from predominantly gaseous combustion by-product precursors, such as sulfur oxides, NO_X, and ROGs.

Particle size is a critical characteristic of PM that primarily determines the location of PM deposition along the respiratory system (and associated health effects) as well as the degradation of visibility through light scattering. In the United States, federal and state agencies have focused on two types of PM. PM_{10} corresponds to the fraction of PM no greater than 10 micrometers in aerodynamic diameter and is commonly called respirable particulate matter, while $PM_{2.5}$ refers to the subset of PM_{10} of aerodynamic diameter smaller than 2.5 micrometers, which is commonly called fine particulate matter.

PM_{10} and $PM_{2.5}$ deposition in the lungs results in irritation that triggers a range of inflammation responses, such as mucus secretion and bronchoconstriction, and exacerbates pulmonary dysfunctions, such as asthma, emphysema, and chronic bronchitis. Sufficiently small particles may penetrate the bloodstream and impact functions such as blood coagulation, cardiac autonomic control, and mobilization of inflammatory cells from the bone marrow. Individuals susceptible to higher health risks from exposure to PM_{10} airborne pollution include children, the elderly, smokers, and people of all ages with low pulmonary/cardiovascular function. For these individuals, adverse health effects of PM_{10} pollution include coughing, wheezing, shortness of breath, phlegm, bronchitis, and aggravation of lung or heart disease, leading, for example, to increased risks of hospitalization and mortality from asthma attacks and heart attacks (ARB, 2024b).

Reactive organic gases (ROG) are defined as any compound of carbon, excluding CO, carbon dioxide, carbonic acid, metallic carbides or carbonates, and ammonium carbonate, which participates in atmospheric photochemical reactions. It should be noted that there are no state or national ambient air quality standards for ROG because ROGs are not classified as criteria pollutants. They are regulated, however, because a reduction in ROG emissions reduces certain chemical reactions that contribute to the formation of ozone. ROGs are also transformed into organic aerosols in the atmosphere, which contribute to higher PM_{10} and lower visibility. The term "ROG" is used by the ARB

for this air quality analysis and is defined the same as the federal term "volatile organic compound" (VOC).

Ozone is a secondary pollutant produced through a series of photochemical reactions involving ROG and NO_X. Ozone creation requires ROG and NO_X to be available for approximately three hours in a stable atmosphere with strong sunlight. Because of the long reaction time, peak ozone concentrations frequently occur downwind of the sites where the precursor pollutants are emitted. Thus, ozone is considered a regional, rather than a local, pollutant. The health effects of ozone include eye and respiratory irritation, reduction of resistance to lung infection and possible aggravation of pulmonary conditions in persons with lung disease. Ozone is also damaging to vegetation and untreated rubber (USEPA, 2020).

The project is in the Orange County portion of the South Coast Air Basin (SCAB), for whose air pollution control the South Coast Air Quality Management District (SCAQMD) is substantially responsible. **Table 4.3-1** shows the attainment status of the SCAB for each criteria pollutant for both the National Ambient Air Quality Standards (NAAQS) and California Ambient Air Quality Standards (CAAQS).

Table 4.3-1
FEDERAL AND STATE ATTAINMENT STATUS

Pollutants	Federal Classification	State Classification
Ozone (O_3) – 1-hour standard	Nonattainment (Extreme)	Nonattainment
Ozone (O_3) – 8-hour standard	Nonattainment (Extreme)	
Particulate Matter (PM_{10})	Maintenance (Serious)	Nonattainment
Fine Particulate Matter ($PM_{2.5}$)	Nonattainment (Serious)	Nonattainment
Carbon Monoxide (CO)	Maintenance (Serious)	Attainment
Nitrogen Dioxide (NO_2)	Maintenance (Primary)	Attainment
Sulfur Dioxide (SO_2)	Unclassified	Attainment
Sulfates	No Federal Standards	Attainment
Lead (Pb)		Attainment
Hydrogen Sulfide (H_2S)	Unclassified	
Visibility Reducing Particles		

Sources: ARB, 2023a; USEPA, 2024.

4.3.2 Climate/Meteorology

Air quality is affected by both the rate and location of pollutant emissions, and by meteorological conditions that influence movement and dispersal of pollutants. Atmospheric conditions such as wind speed, wind direction, and air temperature gradients, along with local topography, provide the link between air pollutant emissions and air quality.

The project site is located wholly within the SCAB, which includes all of Orange County, as well as the non-desert portions of Los Angeles, Riverside, and San Bernardino Counties. The distinctive climate of the SCAB is determined by its terrain and geographical location. The SCAB is on a coastal plain with connecting broad valleys and low hills, bounded by the Pacific Ocean in the southwest quadrant with high mountains forming the remainder of the perimeter. The general region lies in the semi-permanent high-pressure zone of the eastern Pacific. Thus, the climate is mild, tempered by cool sea breezes. This usually mild climatological pattern is interrupted infrequently by periods of extremely hot weather, winter storms, or Santa Ana winds (SCAQMD, 1993).

The annual average temperature varies little throughout the 6,600-square-mile SCAB, ranging from the low 60s to the high 80s. However, with a less pronounced oceanic influence, the inland portion shows greater variability in the annual minimum and maximum temperatures. The mean annual maximum and minimum temperatures in the project area – as determined from the nearest weather station in the City of Santa Ana (WRCC, 2021), which has a period of record from 1906 to 2016 – are 75.8 degrees Fahrenheit (°F) and 52.0°F, respectively. The hottest month is August, with an average maximum temperature of 84.7°F and the coldest month is January, with an average minimum temperature of 43.1°F.

During the period of record, the average rainfall measured 13.69 inches, which occurs mostly during the winter and relatively infrequently during the summer. Monthly precipitation averages approximately 2.67 inches during the winter (December, January, and February), approximately 1.17 inches during the spring (March, April, and May), approximately 0.66 inch during the fall (September, October, and November), and approximately 0.05 inch during the summer (June, July, and August).

4.3.3 Local Air Quality

The SCAQMD has divided its jurisdiction into source receptor areas (SRAs), based on similar meteorological and topographical features. The project site is in SCAQMD's Central Orange County air monitoring area (SRA 17), and is served by the SCAQMD's Anaheim–Pampas Lane station, nine miles north at 1630 West Pampas Lane in Anaheim. This station monitors ozone, PM_{10}, $PM_{2.5}$, and NO_x. All stations in the SCAB ceased monitoring CO in 2012. The ambient air quality data in the project vicinity as recorded from 2021 through 2023, along with applicable standards, are shown in **Table 4.3-2**.

Table 4.3-2
AMBIENT AIR QUALITY MONITORING DATA

Air Pollutant	Standard/Exceedance	2021	2022	2023
Ozone	Max. 1-hour Concentration (ppm)	0.089	0.102	0.089
	Max. 8-hour Concentration (ppm)	0.068	0.089	0.077
	# Days > Federal 8-hour Std. of 0.070 ppm	0	1	2
	# Days > California 1-hour Std. of 0.09 ppm	0	1	0
	# Days > California 8-hour Std. of 0.070 ppm	0	1	2
PM_{10}	Max. 24-hour Concentration (µg/m^3)	63.6	67.0	97.8
	Est. # Days > Fed. 24-hour Std. of 150 µg/m^3	0	ND	ND
	Federal Annual Arithmetic Mean (50 µg/m^3)	23.4	20.9	20.6
$PM_{2.5}$	Max. 24-hour Concentration (µg/m^3)	54.4	33.1	45.6
	# Days > Fed. 24-hour Std. of 35 µg/m^3	10.0	0	1
	State Annual Average (12 µg/m^3)	11.5	9.8	ND
NO_2	Max. 1-hour Concentration (ppm)	0.067	0.053	0.051
	State Annual Average (0.030 ppm)	0.012	0.011	0.010
	# Days > California 1-hour Std. of 0.18 ppm	0	0	0

Source: ARB, 2023b.
ND - There was insufficient (or no) data available to determine the value.

4.3.4 Air Quality Management Plan (AQMP)

The SCAQMD is required to produce plans to show how air quality would be improved in the region. The California Clean Air Act (CCAA) requires that these plans be updated triennially to incorporate the most recent available technical information.[9] A multi-level partnership of governmental agencies at the federal, state, regional, and local levels implement the programs contained in these plans. Agencies involved include the USEPA, ARB, local governments, Southern California Association of Governments (SCAG), and SCAQMD. The SCAQMD and the SCAG are responsible for formulating and implementing the Air Quality Management Plan (AQMP) for the SCAB. The SCAQMD updates its AQMP every three years.

The 2022 AQMP (SCAQMD, 2022) was adopted by the SCAQMD Board on December 2, 2022. It focuses on reducing ozone by limiting the emissions of NO_x, which is a key reactant in ozone formation. The NO_x reductions are through extensive use of zero emission technologies across all stationary and mobile sources categories. The majority of NO_x emissions are from heavy-duty trucks, ships and other state and federally regulated mobile sources that are mostly beyond the SCAQMD's control. The SCAQMD's primary authority is over stationary sources, which account for approximately 20 percent of the SCAB's NO_x emissions.

The AQMP incorporates updated emission inventory methodologies for various source categories and incorporates the 2024-2050 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) prepared by SCAG (2024). The 2024-2050 RTP/SCS was determined to conform to the federally mandated State Implementation Plan for the attainment and maintenance of the NAAQS.

[9] CCAA of 1988.

4.3.5 Sensitive Receptors

Some people, such as individuals with respiratory illnesses or impaired lung function because of other illnesses, persons over 65 years of age, and children under 14, are particularly sensitive to certain pollutants. A sensitive receptor means any residence, including private homes, condominiums, apartments, and living quarters; schools and preschools; daycare centers; and health facilities such as hospitals or retirement and nursing homes, long term care hospitals, hospices; prisons; and dormitories or similar live-in housing (SCAQMD, 1993). Commercial and industrial facilities are not included in the definition of sensitive receptor, because employees typically are present for shorter periods of time, such as eight hours. Therefore, applying a 24-hour standard for PM_{10} is appropriate not only because the averaging period for the state standard is 24 hours, but because the sensitive receptor would be present at the location for the full 24 hours.

The nearest sensitive receptors to the project site are single-family residences as close as 18 feet from the project site, at 18070 Scanlan Court. Additionally, the Living Waters Christian Fellowship is within 119 feet of the project site and Edinger Medical Group is 118 feet of the project site.[10]

4.3.6 Applicable South Coast Air Quality Management District Rules

Rule 403 (Fugitive Dust Rule)

During construction, the project would be subject to SCAQMD Rule 403 (fugitive dust). SCAQMD Rule 403 does not require a permit for construction activities, per se; rather, it sets forth general and specific requirements for all construction sites (as well as other fugitive dust sources) in the SCAB. The general requirement prohibits a person from causing or allowing emissions of fugitive dust from construction (or other fugitive dust sources) such that the presence of such dust remains visible in the atmosphere beyond the property line of the emissions source. SCAQMD Rule 403 also prohibits construction activity from causing an incremental PM_{10} concentration impact, as the difference between upwind and downwind samples, at the property line of more than 50 micrograms per cubic meter as determined through PM_{10} high-volume sampling. The concentration standard and associated PM_{10} sampling do not apply if specific measures identified in the rules are implemented and appropriately documented.

Other requirements of Rule 403 include not causing or allowing emissions of fugitive dust that would remain visible beyond the property line; no track-out extending 25 feet or more in cumulative length and all track-out to be removed at conclusion of each workday; and using the applicable best available control measures included in Table 1 of Rule 403.

Rule 1113 (Architectural Coatings)

Construction of this project will include the application of architectural coatings and be subject to SCAQMD Rule 1113 (Architectural Coatings). Among other applicable entities, Rule 1113 requires anyone who applies, stores at a worksite, or solicits the application of architectural coatings use coatings that contain VOC less than or equal to the VOC limits specified in Table 1 of the rule.

[10] These distances are not necessarily those used for the noise impact analysis. See **Section 4.13**.

4.3.7 Impact Analysis

a) Would the project conflict with or obstruct implementation of the applicable air quality plan?

Less than significant Impact

The South Coast 2022 AQMP, discussed above, incorporates land use assumptions from local general plans and regional growth projections developed by SCAG to estimate stationary and mobile air emissions associated with projected population and planned land uses. If the proposed land use is consistent with the local general plan, then the impact of the project is presumed to have been accounted for in the AQMP. This is because the land use and transportation control sections of the AQMP are based on the SCAG regional growth forecasts, which incorporate projections from local general plans.

The proposed project is in compliance with the City's General Plan and Zoning designations. The project site has a general plan land use designation and zoning district of the Orange Coast Memorial Medical Center Specific Plan (Specific Plan). The proposed project would be in accordance with the Specific Plan. Therefore, no General Plan amendment or Zone Change is required. The land use would continue to be consistent with the local plans and the impacts of the project are still accounted for in the AQMP.

Another measurement tool in evaluating consistency with the AQMP is to determine whether a project would generate population and employment growth and, if so, whether that growth would exceed the growth rates forecasted in the AQMP and how the project would accommodate the expected increase in population or employment. The project would create minimal increase in population and overall vehicle miles traveled (VMT), which would be included in the growth rates forecasted in the AQMP.

Additionally, to assist the implementation of the AQMP, projects must not create regionally significant emissions of regulated pollutants from either short-term construction or long-term operations. The SCAQMD has developed criteria in the form of emissions thresholds for determining whether emissions from a project are regionally significant (SCAQMD, 2023). They are useful for estimating whether a project is likely to result in a violation of the NAAQS and/or whether the project is in conformity with plans to achieve attainment. SCAQMD's significance thresholds for criteria pollutant emissions during construction activities and project operation are summarized in **Table 4.3-3**. A project is considered to have a regional air quality impact if emissions from its construction and/or operational activities exceed the corresponding SCAQMD significance thresholds.

Table 4.3-3
SCAQMD THRESHOLDS OF SIGNIFICANCE

Pollutant	Construction Thresholds (lbs/day)	Operational Thresholds (lbs/day)
Volatile Organic Compounds (VOC)	75	55
Nitrogen Oxides (NO_x)	100	55
Carbon Monoxide (CO)	550	550

Pollutant	Construction Thresholds (lbs/day)	Operational Thresholds (lbs/day)
Sulfur Oxides (SO_x)	150	150
Particulate Matter (PM_{10})	150	150
Fine Particulate Matter ($PM_{2.5}$)	55	55

Note: lbs = pounds.
Source: SCAQMD, 2023.

Regional Construction Emissions

Construction activities for the project are anticipated to begin in January 2026 and end in December 2026. **Table 4.3-4** shows the project schedule used for the air quality, GHG emissions and noise analyses.

Table 4.3-4
CONSTRUCTION SCHEDULE

Construction Phase	Start	End
Demolition	March 2027	April 2027
Site Preparation	April 2027	April 2027
Grading	April 2027	April 2027
Building Construction	April 2027	January 2028
Paving	January 2028	February 2028
Architectural Coating	February 2028	February 2028

These construction activities would temporarily create emissions of dust, fumes, equipment exhaust, and other air contaminants. Mobile sources (such as diesel-fueled equipment onsite and traveling to and from the project site) would primarily generate NO_X emissions. The quantity of emissions generated daily would vary, depending on the amount and types of construction activities occurring at the same time.

Estimated criteria pollutant emissions from the project's onsite and offsite project construction activities were calculated using the California Emissions Estimator Model (CalEEMod), Version 2022.1.1.29 (CAPCOA, 2022). CalEEMod is a planning tool for estimating emissions related to land use projects. Model-predicted project emissions are compared with applicable thresholds to assess regional air quality impacts. CalEEMod defaults were used for both offroad construction equipment and onroad construction traffic inputs.

As shown in **Table 4.3-5**, construction emissions would not exceed SCAQMD regional thresholds. Therefore, the project's short-term regional air quality impacts would be less than significant. Refer to **Appendix B** of this document for air quality calculations.

Table 4.3-5
MAXIMUM DAILY REGIONAL CONSTRUCTION EMISSIONS

Construction Activity	Maximum Emissions (lbs/day)				
	ROG	NO_x	CO	PM_{10}	$PM_{2.5}$
Maximum Emissions, 2026	**3.13**	15.9	16.7	3.47	1.9
SCAQMD Significance Thresholds	*75*	*100*	*550*	*150*	*55*
Significant? (Yes or No)	**No**	**No**	**No**	**No**	**No**

Source: Calculated by UltraSystems with CalEEMod (Version 2022.1.1.29) (CAPCOA, 2022).

Regional Operational Emissions

The proposed project includes a three-story parking garage (including three stories plus rooftop above ground) with a storage unit in the basement. Criteria pollutants emitted during operations would only be generated by area sources, which typically represent emissions from consumer products, architectural coatings, and landscaping equipment. The parking garage will not generate new trips to the site so there will be no additional mobile source operational emissions. Energy and water sources will not generate net increases in criteria pollutant emissions, but they will produce greenhouse gas emissions. (See **Section 4.8**.) As seen in **Table 4.3-6**, for each criteria pollutant, operational emissions would be below the pollutant's SCAQMD significance threshold. Therefore, regional operational emissions would be less than significant**.**

Table 4.3-6
MAXIMUM DAILY PROJECT OPERATIONAL EMISSIONS

Emission Source	Pollutant (lbs/day)				
	ROG	NO_X	CO	PM_{10}	$PM_{2.5}$
Area Source Emissions	2.22	0.11	13.4	0.02	0.02
Total Operational Emissions	**2.22**	**0.11**	**13.4**	**0.02**	**0.02**
SCAQMD Significance Thresholds	*55*	*55*	*550*	*150*	*55*
Significant? (Yes or No)	**No**	**No**	**No**	**No**	**No**

Source: Calculated by UltraSystems with CalEEMod (Version 2022.1.1.29) (CAPCOA, 2022).

b) Would the project result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?

Less Than Significant Impact

Since the SCAB is currently in nonattainment for ozone and $PM_{2.5}$, related projects may exceed an air quality standard or contribute to an existing or projected air quality exceedance. The SCAQMD neither recommends quantified analyses of construction and/or operational emissions from multiple development projects, nor provides methodologies or thresholds of significance to be used to assess the cumulative emissions generated by multiple cumulative projects. Instead, the District

recommends that a project's potential contribution to cumulative impacts be assessed by utilizing the same significance criteria as those for project-specific impacts. Furthermore, the SCAQMD states that if an individual development project generates less-than-significant construction or operational emissions impacts, then the development project would not contribute to a cumulatively considerable increase in emissions for those pollutants for which the Basin is in nonattainment.

As discussed above, the mass daily construction and operational emissions generated by the project would not exceed any of the SCAQMD's significance thresholds. Also, as discussed below, localized emissions generated by the project would not exceed the SCAQMD's Localized Significance Thresholds (LSTs). Therefore, the project would not contribute a cumulatively considerable increase in emissions for the pollutants which the SCAB is in nonattainment. Thus, cumulative air quality impacts associated with the project would be less than significant.

c) Would the project expose sensitive receptors to substantial pollutant concentrations?

Less than Significant Impact

Construction of the project would generate short-term and intermittent emissions. Following the SCAQMD's *Final Localized Significance Threshold Methodology* (Chico and Koizumi, 2008), only onsite construction emissions were considered in the localized significance analysis. The residences surrounding the project site's western and southern boundaries are as near as 18 feet (5.4 meters) away.[11] LSTs for projects in Source Receptor Area 17 (Central Orange County) were obtained from tables in Appendix C of the aforementioned methodology. Table 4.3-7 shows the results of the localized significance analysis for the project. Localized short-term air quality impacts from construction of the project would be less than significant.

Table 4.3-7
RESULTS OF UNMITIGATED LOCALIZED SIGNIFICANCE ANALYSIS

Nearest Sensitive Receptor	Maximum Onsite Construction Emissions (pounds/day)			
	NO_X	CO	PM_{10}	$PM_{2.5}$
Maximum daily unmitigated emissions	**12.9**	**14.6**	**2.76**	**1.34**
SCAQMD LST for 1 acre @ 25 meters	*81*	*485*	*4*	*3*
Significant (Yes or No)	**No**	**No**	**No**	**No**

d) Would the project result in other emissions (such as those leading to odors) adversely affecting a substantial number of people?

Less than Significant Impact

A project-related significant adverse effect could occur if construction of the proposed project would result in generation of odors that would be perceptible in adjacent sensitive areas. According to the

[11] According to SCAQMD guidance, a receptor closer than 25 meters to the source may be assumed to be 25 meters away (Chico and Koizumi, 2008, p. 3-3).

SCAQMD *CEQA Air Quality Handbook (SCAQMD, 1993)*, land uses and industrial operations that are associated with odor complaints include agricultural uses, wastewater treatment plants, food processing plants, chemical plants, composting, refineries, landfills, dairies, and fiberglass molding. Potential sources that may emit odors during construction activities include equipment exhaust. Odors from these sources would be localized and generally confined to the immediate area surrounding the project. The project would use typical construction techniques, and the odors would be typical of most construction sites and temporary in nature.

The project would not create substantial objectionable odors, and thus the impact would be less than significant.

4.4 Biological Resources

Would the project:	Potentially Significant Impact	Less than Significant with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?		**X**		
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or US Fish and Wildlife Service?				**X**
c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				**X**
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native nursery sites?				**X**
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?				**X**
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?				**X**

a) Would the project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?

Less Than Significant with Mitigation Incorporated

The project site is developed with an existing parking lot and is located in developed urban surroundings (see **Figure 4.4-1**). Only minor amounts of ornamental landscaping are present onsite currently, in addition to street trees along the site perimeter. Considering that the project site and surroundings are fully developed, there is a lack of suitable habitat for special-status plant and wildlife species.

A literature review was conducted for the project site and the 500-foot buffer surrounding it, which collectively represents the Biological Study Area (BSA). Plant and wildlife species listed under the federal Endangered Species Act (ESA) or under the California Endangered Species Act (CESA) are referred to collectively as "listed species" in this section. Plant and wildlife species not listed under ESA or CESA but still protected by federal agencies, state agencies, local or regional plans, and/or nonprofit resource organizations, such as the California Native Plant Society (CNPS), are collectively referred to as "sensitive species" in this section. The term "special-status species" is used when collectively referring to both listed and sensitive species. A California Natural Diversity Database (CNDDB) search was generated, and an assessment was conducted to determine the potential for special-status species to occur onsite. Based on the highly urbanized nature of the project site and its surroundings, the area provides minimal suitable habitat to support special-status species. No special-status plant species are expected to occur within the BSA. Two special-status wildlife species have a potential to occur within the BSA but are not expected to occur within the project site.

The BSA contains landscaped areas, sidewalks, and multiple impervious paved surfaces. It lacks suitable soils, biological resources, and physical features to support a healthy native ecosystem with a diversity of plant and wildlife species. No special-status plants were observed within the project site. Therefore, development of the project is anticipated to result in no impacts to special-status plant and wildlife species. The project site is primarily developed with mostly paved surfaces and offers very limited natural habitat. However, trees and existing structures onsite may provide limited nesting, foraging, and cover opportunities for some wildlife species. Bats and raptors could use buildings or trees for roosting, nesting, or hunting.

Plants

Based on a literature review and query from publicly available databases for reported occurrences (CNDDB, 2025a, USFWS, 2025a), within a 10-mile radius of the project site, a total of 31 special-status plant species, resulted from the query. Refer to **Figure 4.4-2** for a representation of special-status plant and wildlife species documented in the CNDDB within a two-mile radius of the project site. None of these 31 special-status plant species are expected to occur within the BSA due to a lack of habitat to support them. The BSA lacks suitable habitat for the establishment of those species, as it contains primarily impermeable, paved surfaces with landscaped areas containing non-native ornamental vegetation.

Figure 4.4-1
PROJECT BOUNDARY AND BIOLOGICAL STUDY AREA (BSA)

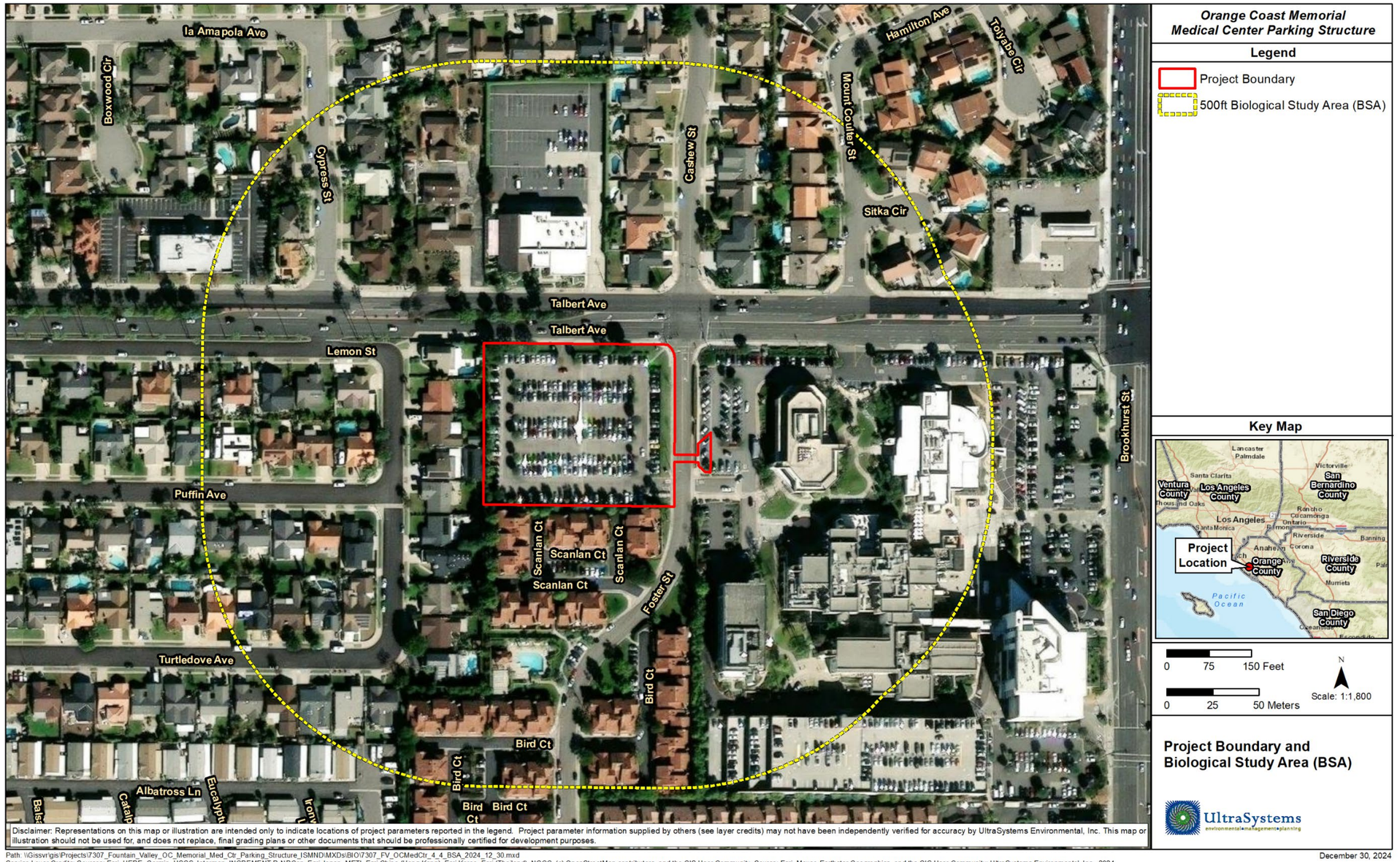
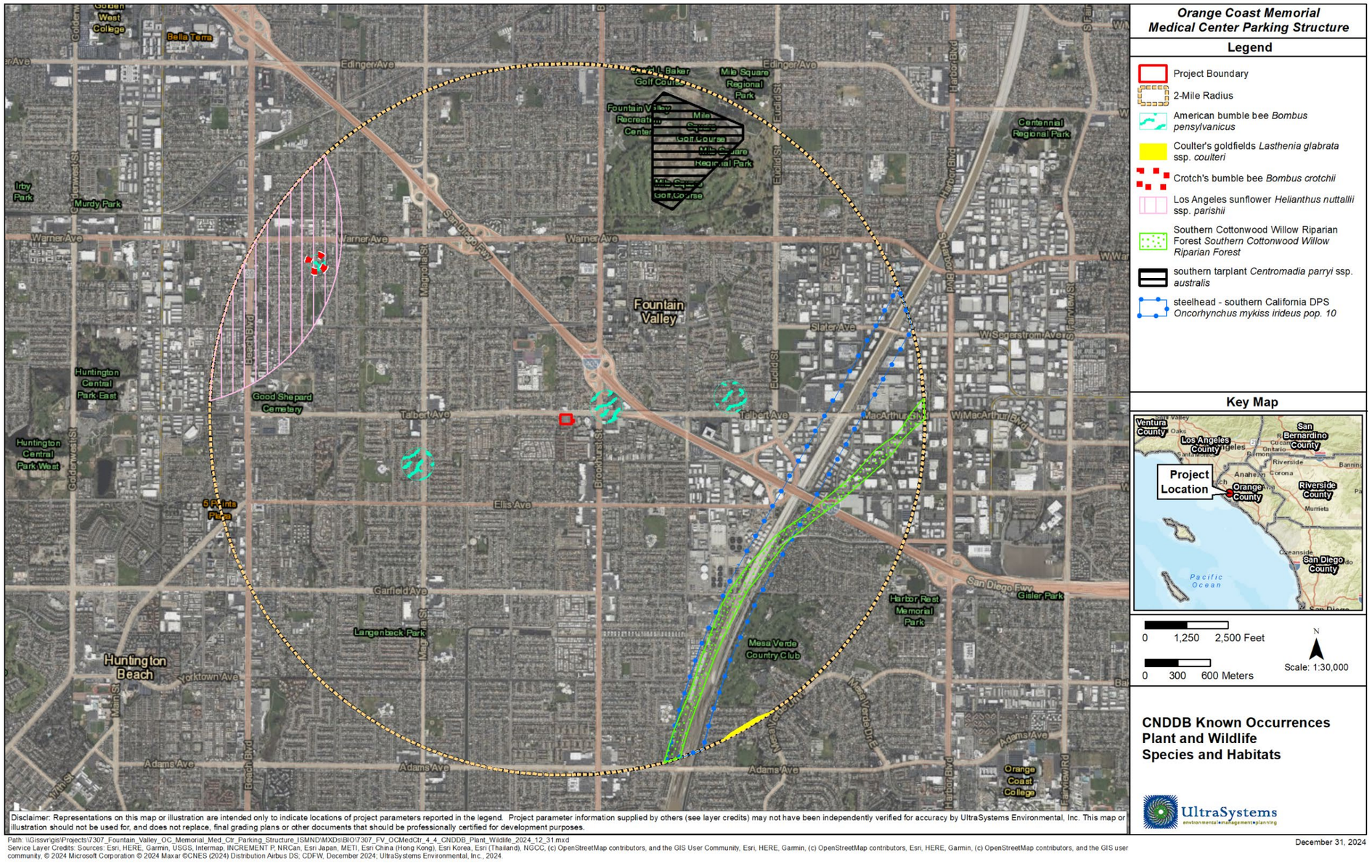


Figure 4.4-2
CNDDB KNOWN OCCURANCES PLANTS AND WILDLIFE SPECIES AND HABITATS



The BSA may also not be located within the species' reported distribution or elevation range, or a combination of the abovementioned factors. Due to several physical and biological factors within the BSA, it was determined that special-status plant species identified in the 10-mile radius database query are not expected to occur in the BSA (Calflora, 2025; CNDDB, 2025a, b; CNPS, 2025; Google Earth Pro, 2025; Soil Survey Staff, 2025; USFWS, 2025a, b). Refer to **Appendix C,** Special-Status Species Occurrence Potential Determination, for a list of all species evaluated in the species inventory and for all federal, state and other agencies special-status species designations.

Wildlife

Based on a literature review and query from publicly available databases for reported occurrences within a 10-mile radius of the project site, 18 listed and 36 sensitive wildlife species had documented historical observations within 10 miles of the BSA or are recognized as occurring based on previous surveys or knowledge of the area (CNDDB, 2025a; USFWS, 2025a). Refer to Figure **4.4-2** for a representation of special-status plant and wildlife species documented in the CNDDB within a two-mile radius of the project site. Of those 54 total species, one sensitive species, Monarch butterfly (*Danaus plexippus*), was determined to have a low potential to occur and another species, American bumble bee (*Bombus pensylvanicus*), was determined to have a moderate potential to occur within the BSA. However, the project site lacks suitable habitat to support either of these species and neither one of them are expected to occur within the project site. Thus, development of the project is expected to result in less than significant impacts to special-status wildlife species.

Due to several biological and physical factors within the BSA, it was determined that there is a lack of suitable habitat conditions to support 52 of the 54 special-status wildlife species identified in the 10-mile radius database query (CNDDB, 2025a; USFWS, 2025a) The 54 wildlife species that were evaluated were determined to have no potential to occur or are not expected to occur because the BSA lacks suitable habitat for foraging, nesting or breeding, the BSA does not lie within the species reported distribution or elevation range, there are no recent occurrences within a 10-mile radius of the project (CNDDB, 2025a), the BSA undergoes significant disturbances and the species may not be adaptive to urbanized settings, or a combination of these factors (Nafis, 2025; CNDDB,2025a, c; Cornell Lab of Ornithology, 2025; eBird, 2025; Google Earth Pro, 2025; iNaturalist, 2025; Soil Survey Staff, 2025; USFWS, 2025a, b). Refer to **Appendix C** *Special-Status Species Occurrence Potential Determination* for more information including applicable status ranking definitions.

American Bumble Bee (*Bombus pensylvanicus*)

Ornamental flowering plants in the BSA could provide a suitable nectar source for this species. However, the BSA is primarily developed and undergoes significant, frequent disturbances that compromise the suitability of the BSA for this species. While this bumble bee prefers open grasslands and prairies with native wildflowers, urbanized or heavily disturbed areas generally do not provide optimal foraging or nesting conditions (NRCS, 2025; USFS, 2025).

The project site itself does not provide suitable habitat for this species, and therefore project activities are not anticipated to significantly impact this bee species. Although the American Bumble is not expected to nest there due to the lack of undisturbed soil, rodent burrows, or grassy thickets that could serve as ideal hive sites. During a remote survey of the site using Google Earth Pro aerial imagery, UltraSystems biologists found no evidence of potential burrows or nesting activity. The BSA consists primarily of developed and ornamental areas, which may support occasional foraging individuals but are unlikely to sustain a resident population.

Monarch butterfly (*Danaus plexippus*) FC: California overwintering population

Ornamental flowering plants in the BSA could provide a suitable nectar source for this species. However, the BSA is primarily developed and undergoes significant, frequent disturbances that compromise the suitability of the BSA for this species. The project site itself does not provide suitable habitat for this species, and therefore project activities are not anticipated to significantly impact this butterfly species.

Although the abovementioned species were determined to have a low potential to occur, it is not expected that these species would overwinter in the BSA due to lack of suitable overwintering habitat. The BSA is comprised of developed/ornamental areas. Occurrence of the species discussed above in the BSA would likely be restricted to passage and occasional foraging.

Migratory Birds

Trees onsite could provide foraging, nesting, and cover habitats to support multiple bird species. Most bird species occurring in California are protected by the federal Migratory Bird Treaty Act (MBTA) and by California Fish and Game Code § 3503, § 3503.5, and § 3513. Grading, excavation, grubbing and clearing of vegetation would result in the removal of potential nesting habitat. Development of the project is anticipated to result in significant impacts to migratory bird species. Implementation of mitigation measure **BIO-1** would reduce potential project impacts to migratory bird species to a less than significant level.

Mitigation Measure

BIO-1: Pre-Construction Breeding Bird Survey

If vegetation removal is scheduled within the nesting season, a qualified biologist will conduct a pre-construction nesting bird survey to maintain compliance with the Migratory Bird Treaty Act (MBTA) and the California Fish and Game Code (§§ 3503 and 3503.5), which prohibit take of nesting birds and nests of migratory and non-game bird species. Nesting season is generally considered to be:

- January 1-July 30 for raptors.
- February 1-September 15 for non-raptors.

A qualified biologist will conduct pre-construction surveys no more than five days prior to when project activities (e.g., mobilization, excavation, grading, vegetation removal) are underway. Should a lapse in project activity be greater than five days, a qualified biologist will conduct additional surveys to maintain compliance. To maximize the detection of nesting birds, surveys must be conducted in work areas (e.g., staging, stockpiling, storage, equipment yards, access roads) during favorable weather conditions. A wide variety of shelters and resources are used by avian species; these include barren ground, grasses, forbs, shrubs, trees, rocky outcrops, and man-made structures (dependent on species and conditions). The qualified biologists will interpret physical signs for nesting structures (e.g., manipulation of materials like mud or grass) and direct signs of life (e.g., courtship behaviors, gathering, swooping, alarm calls, pellets).

If nests are encountered, a qualified biologist will consider individual species tolerance, proximity to construction activity, noise impacts, line-of-sight barriers, and distance (horizontal and vertical) to determine if planned construction activities would impact nesting success. The rate and duration of

construction activities will also be considered should the modification of scheduled activities be required to maintain healthy nesting outcomes.

If the qualified biologist determines construction activities will potentially adversely affect a nest, the biologist must immediately inform the construction manager to halt construction activities (i.e., establish a no-work zone) within a minimum exclusion buffer of 50 feet for songbird nests and 200-500 feet for raptor nests. If a federal or state protected bird species is observed occupying a nest during surveys, USFWS and CDFW will be consulted to determine the appropriate no-work zone to establish for the nest. The no-work zone lawfully avoids the "take" of nesting birds and the mortality of eggs and younglings. Construction activities within the no-work buffer may proceed after a qualified biologist determines the young have successfully fledged the nest and are no longer dependent upon the nest or parents.

Level of Significance After Mitigation

With implementation of mitigation measure **BIO-1,** the proposed project would have less than significant impacts on nesting birds.

b) Would the project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service?

No Impact

The project site is built out and no streams, rivers or sensitive natural communities are present onsite. The nearest riparian habitat to the project site mapped on the National Wetlands Mapper is approximately 0.5 mile to the south. There is no USFWS critical habitat in the BSA.[12] Project development would have no impact on riparian habitat or sensitive natural communities.

c) Would the project have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

No Impact

The project site is built out with commercial uses. The nearest stream to the project site mapped on the National Wetlands Mapper is Fountain Valley Channel, a constructed channel about 0.4 mile southeast of the project site (USFWS, 2024). Therefore, the project would not result in the direct removal, filling, hydrological interruption, or other direct impacts. No impact would occur.

[12] Critical habitat is the specific areas within the geographic area, occupied by the species at the time it was listed, that contain the physical or biological features that are essential to the conservation of endangered and threatened species and that may need special management or protection. Critical habitat may also include areas that were not occupied by the species at the time of listing but are essential to its conservation (USFWS, 2017).

d) Would the project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

No Impact

The project site and surrounding areas do not support resident or migratory fish species or wildlife nursery sites. The project site and its surrounding areas are currently developed, and therefore the project would not result in any new fragmentation of available habitat. As a result, the project would not interfere substantially with or impede: 1) the movement of any resident or migratory fish or wildlife species; 2) established resident or migratory wildlife corridors; or 3) the use of wildlife nursery sites.

e) Would the project conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

No Impact

The project site is not located within a public right-of-way and is not subject to City ordinance protections for trees. Although § 12.04.040 of the City of Fountain Valley's Municipal Code, restricts trimming, pruning, or removing public trees, all of the trees within the project site are located within private property and thus are not subject to that ordinance.

The trees present within the project site consist of ornamental species used for landscaping on private property, none of which are subject to local protections. Therefore, project development would result in no impacts to resources protected under the City of Fountain Valley's tree protection ordinances.

f) Would the project conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan?

No Impact

The project site is located within the general boundaries of the Orange County Transportation Authority (OCTA) Natural Community Conservation Plan (NCCP)/Habitat Conservation Plan (HCP), specifically the Discrete Linear/Energy NCCP. The OCTA NCCP/HCP was developed to ensure that transportation projects (such as freeway expansions and road improvements) comply with both state and federal environmental laws while preserving high-priority habitat areas for endangered and threatened species. It allows OCTA to conduct mitigation efforts in advance rather than on a project-by-project basis, making the approval process more efficient.

Although the project site is located within OCTA's NCCP/HCP general boundary, it is not a transportation project, or located within the right-of-way of a public roadway, and thus is not subject OCTA NCCP/HCP. The project site is not in a conservation area/preserve established under the OCTA NCCP/HCP, the County of Orange (Central/Coastal) NCCP/HCP, or any other NCCP or HCP (Mastalir, 2024). Therefore, project development would result in no impacts to an NCCP or HCP.

4.5 Cultural Resources

Would the project:	Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Cause a substantial adverse change in the significance of a historical resource pursuant to in § 15064.5?				**X**
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5?		**X**		
c) Disturb any human remains, including those interred outside of formal cemeteries?		**X**		

Information from UltraSystems' Cultural Resources Inventory Report, dated January 15, 2025 (see **Appendix D**), prepared for the Orange Coast Memorial Medical Center Parking Structure Project, City of Fountain Valley has been included within this section.

4.5.1 Methodology

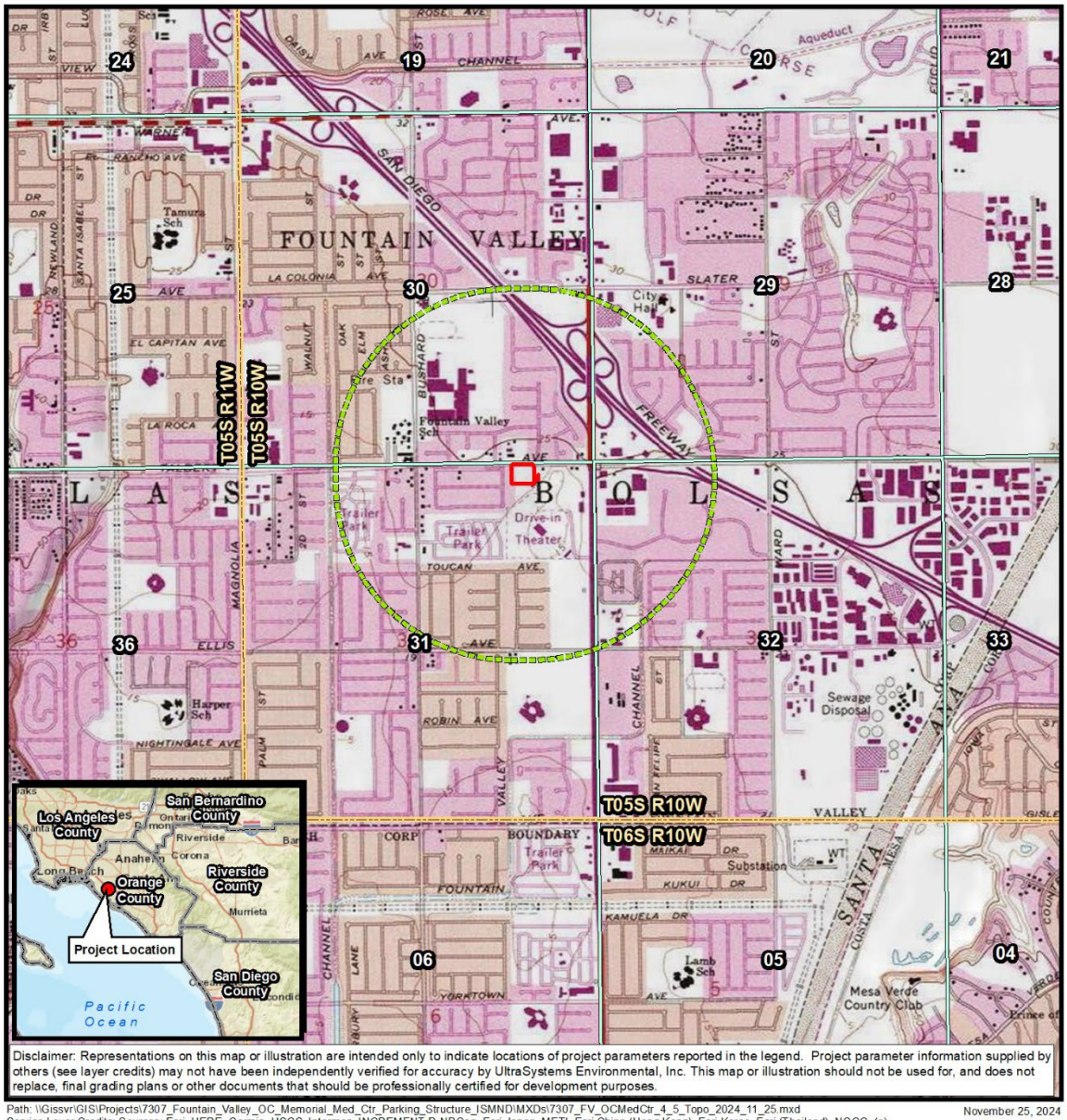
A cultural resources inventory was conducted for the Orange Coast Memorial Medical Center Parking Structure Project site (**Figure 4.5-1,** *Topographic Map*) that included a California Historic Resources Inventory System (CHRIS) records and literature search at the South Central Coastal Information Center (SCCIC) located at California State University, Fullerton. The SCCIC records search was conducted by Megan Doukakis, Assistant Project Archaeologist. Additionally, a request was made to the Native American Heritage Commission (NAHC) to conduct a search of their Sacred Lands File (SLF) for potential traditional cultural properties as well as to provide a list of local Native American tribal organizations and tribal representatives to contact. The NAHC request was made on November 26, 2024, and a reply was received on December 17, 2024; letters were sent to the listed tribes on December 17, 2024 and follow-up telephone calls were conducted following conclusion of the response period on January 2, 2025. A pedestrian field survey of the project site was conducted on January 1, 2025.

4.5.2 Existing Conditions

Based on the cultural records search, it was determined that no prehistoric or historic cultural resources have been identified previously within the project site boundary or within a 0.5-mile radius around the project site, defined as the Area of Potential Effect (APE). Within the 0.5-mile buffer zone, there are no recorded prehistoric or historic-era resources. No prior surveys included the project parcel (see Section 4.1.2 and Table 4.1-1 in **Appendix D**.)

The pedestrian field survey undertaken for this project noted that the project site is a paved parking lot that had been graded flat with landscape beds on all four sides (see Section 4.3 in **Appendix D).**

Figure 4.5-1
TOPOGRAPHIC MAP



4.5.3 Impact Analysis

a) Would the project cause a substantial adverse change in the significance of a historical resource pursuant to in § 15064.5?

No Impact

A historical resource is defined in § 15064.5(a)(3) of the *CEQA Guidelines* as any object, building, structure, site, area, place, record, or manuscript determined to be historically significant or significant in the architectural, engineering, scientific, economic, agricultural, educational, social, political, military, or cultural annals of California. Historical resources are further defined as being associated with significant events, important persons, or distinctive characteristics of a type, period or method of construction; representing the work of an important creative individual; or possessing high artistic values. Resources listed in or determined eligible for the California Register, included in a local register, or identified as significant in a historic resource survey are also considered as historical resources under CEQA.

Similarly, the National Register criteria (contained in Code of Federal Regulations Title 36 Section 60.4) are used to evaluate resources when complying with Section 106 of the National Historic Preservation Act. Specifically, the National Register criteria state that eligible resources comprise districts, sites, buildings, structures, and objects that possess integrity of location, design, setting, materials, workmanship, feeling, and association, and that (a) are associated with events that have made a significant contribution to the broad patterns of our history; or (b) that are associated with the lives of persons significant in our past; or (c) that embody the distinctive characteristics of a type, period, or method of construction, or that possess high artistic values, or that represent a significant distinguishable entity whose components may lack individual distinction; or (d) that have yielded or may be likely to yield, information important to history or prehistory.

A substantial adverse change in the significance of an historical resource, as a result of a project or development, is considered a significant impact on the environment. Substantial adverse change is defined as physical demolition, relocation, or alteration of a resource or its immediate surroundings such that the significance of the historical resource would be materially impaired. Direct impacts are those that cause substantial adverse physical change to a historic property. Indirect impacts are those that cause substantial adverse change to the immediate surroundings of a historic property, such that the significance of a historical resource would be materially impaired.

There are no historic resources within the project site or within the 0.5-mile radius.

A search of the Built Environmental Resource Directory (BERD) provided by the Office of Historic Preservation was conducted for this project. It was determined that the project APE does not have any resources present that have been evaluated under the NRHP. It was determined that within the 0.5-mile radius of the project area there is one historic-period property that has been evaluated under the NRHP, a commercial structure constructed in 1974. This was issued the same evaluation score code of 6Y, which denotes that the property has been determined ineligible for the NRHP by consensus through the Section 106 process. Code 6Y also indicates that the property has not been evaluated for the California Register or any other local listing. (See Section 4.4 in **Appendix D**.)

There would be no substantial adverse change in the significance of a historical resource pursuant to under § 15064.5, and therefore the proposed project would not adversely impact historical resources.

b) Would the project cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5?

Less than Significant Impact with Mitigation Incorporated

An archaeological resource is defined in § 15064.5(c) of the CEQA Guidelines as a site, area or place determined to be historically significant as defined in § 15064(a) of the CEQA Guidelines, or as a unique archaeological resource defined in § 21083.2 of the Public Resources Code as an artifact, object, or site that contains information needed to answer important scientific research questions of public interest or that has a special and particular quality such as being the oldest or best example of its type, or that is directly associated with a scientifically-recognized important prehistoric or historic event or person.

The cultural resources records search conducted at the SCCIC determined that there are no prehistoric cultural resource sites or isolates recorded with the project boundary or within the 0.5-mile radius buffer area of the project APE (Section 4.1 in **Appendix D**).

A NAHC SLF search was conducted on and within a 0.5-mile buffer around the project site. The NAHC findings letter of December 17, 2024 was negative for the presence of a traditional cultural property within this area. Twenty representatives of eleven Native American tribes were contacted December 17, 2024 via letter and email, requesting a reply if they have knowledge of cultural resources in the area that they wished to share and asking if they had any questions or concerns regarding the project. (See Section 4.2 and Attachment C in **Appendix D.**) These tribes included:

- Cahuilla Band of Indians
- Gabrielino Band of Mission Indians – Kizh Nation
- Gabrielino/Tongva San Gabriel Band of Mission Indians
- Gabrielino Tongva Indians of California Tribal Council
- Gabrielino/Tongva Nation
- Gabrielino-Tongva Tribe
- Juaneño Band of Mission Indians Acjachemen Nation – Belardes
- Juaneño Band of Mission Indians Acjachemen Nation – 84 A
- Pala Band of Mission Indians
- Santa Rosa Band of Cahuilla Indians
- Soboba Band of Luiseno Indians

An email response was received on December 17, 2024 and December 23, 2024 from Brandy Salas and Chloe Soto, Admin Specialists for the Gabrieleño Band of Mission Indians – Kizh Nation (on behalf of Chairperson Andrew Salas and Secretary Christina Swindall Martinez) requesting the lead agency's contact information. Ms. Doukakis provided this information. An email response was received on December 17, 2024 from Patrick Sanchez, THPO and Shasta Gaughen, THPO for the Pala Band of Mission Indians (on behalf of Alexis Wallick, Assistant THPO and Christopher Najo, Legal Analyst/Researcher); the attached letter indicated that the Project is not within the boundaries of the tribe's Reservation and beyond the boundaries of the territory that the tribe considers its Traditional Use Area (TUA). An email response was received on December 17, 2024 from Vanessa Minott, Tribal Administrator for the Santa Rosa Band of Cahuilla Indians (on behalf of Steven Estrada, Tribal Chairman); she indicated that the tribe defers any comments to Soboba Band of Luiseno Indians cultural resource department.

Following letter and email contacts, telephone calls were conducted on January 2, 2025 to all the thirteen tribal contacts who had not already responded. Six telephone calls were placed with no answer and so messages were left describing the project and requesting a response. These were to

Chairperson Anthony Morales with the Gabrielino/Tongva San Gabriel Band of Mission Indians; Christina Conley, Cultural Resources Administrator with the Gabrielino Tongva Indians of California Tribal Council; Chairperson Sandonne Goad with the Gabrielino/Tongva Nation; Sam Dunlap, Cultural Resource Director with the Gabrielino-Tongva Tribe; Joyce Perry, Cultural Resource Director with the Juaneño Band of Mission Indians Acjachemen Nation – Belardes; and Chairperson and THPO Heidi Lucero with the Juaneño Band of Mission Indians Acjachemen Nation – 84A. In the call to Chairperson Charles Alvarez with the Gabrielino-Tongva Tribe, his phone number was disconnected and so a message could not be left. There have been no responses to date.

In the call to Anthony Madrigal, Tribal Historic Preservation Officer and BobbyRay Esparza, Cultural Director with the Cahuilla Band of Indians, the tribal receptionist indicated that Mr. Madrigal and Mr. Esparza were not in the office but that Lorrie Gregory, Cultural Coordinator, was. The receptionist transferred the call to Ms. Gregory; there was no answer and a message was left. In the call to Erica Schenk, Chairperson for the Cahuilla Band of Indians, the Chairperson asked if we had contacted Mr. Madrigal and Mr. Esparza; she indicated that she would ask them to respond to our email. In the call to Chairperson Robert Dorame with the Gabrielino Tongva Indians of California Tribal Council, the Chairperson indicated that we should contact Ms. Conley for response, and that if she doesn't respond in a few days, we should call him back. On the call to Jessica Valdez, Cultural Resource Specialist with the Soboba Band of Luiseño Indians' Cultural Resources Department (on behalf of Joseph Ontiveros, THPO), she stated that the tribe would defer to closer tribes, specifically the Juaneño groups.

These contacts and replies are described in the Native American contact log in Attachment C of **Appendix D** to this IS/MND.

A pedestrian survey of the project site was conducted on January 1, 2025, by Mr. O'Neil. The survey consisted of walking over, visually inspecting, and photographing the exposed ground surface of the project site using standard archaeological procedures and techniques. The survey was conducted in the early afternoon from 1:45 to 3:00 p.m. with clear skies. The project site was accessed through the northern entrance off of Talbert Avenue.

The project site is bordered by landscape beds along all four sides open to Talbert Avenue and Foster Street on the north and east boundaries, and walls along the south and west boundaries with residences behind them. The entire parcel is a paved parking lot with no above-ground structures (see Attachment A, Map 2 in **Appendix D**). Rectangular in shape, it is approximately 285 feet north/south by 337.5 feet east/west at an elevation of approximately 20 feet AMSL with a slight slope to the east.

On the north and east project site borders the survey was conducted by walking both within and along the edge of the landscape beds, depending on if there was grass or shrubs present. The beds along Talbert Avenue and along Foster Street have concrete sidewalks along the street edge, then grass, and then a solid hedge; the landscaped area totals 20 feet wide on both sides. The grass was well-maintained with no ground visible through dry patches or rodent tunnels. Ground surface was visible within the hedge areas on both sides, as well within the non-grass spaces approximately nine feet diameter at the base of the several *Ficus* sp. trees along Talbert Avenue. There were five mature *Ficus* sp. trees along Talbert as well as five smaller ornamental trees along Foster Street. The hedges were of mature boxwood (*Boxus microphyla*) on both sides.

Along the south boundary the landscape bed is approximately six feet wide. This bed is occupied by smaller ornamental trees, privet (*Ligustrum japonicum*) shrubs, and ivy that fully obscures the ground surface. The west landscape bed is approximately 14 feet wide; this also has ornamental

trees, a single species of shrubs and patches of ivy covering portions of the ground surface. Some areas of this bed could be walked over directly.

There are also six interior landscape beds within the parking lot itself, all six feet wide by 33 feet long. Each contained two ornamental trees, several shrubs, and occasional perennial flowering plants, leaving most or all of the ground surface visible.

Visibility of the ground surface through the project as a whole was poor, at approximately 10 percent. However, within the north and east shrub areas and the interior beds the visibility approached 90 percent which allowed a good assessment of the project site in general. The soil is greyish-brown silty loam with no rocks. The result of the pedestrian survey was negative for both prehistoric and historic sites, features and isolates (see Section 4.3 in **Appendix D**).

A search of the Built Environmental Resource Directory (BERD) provided by the Office of Historic Preservation (2024) was conducted and it was determined that the project area does not have any resources present that have been evaluated under the NRHP.

The past use of the project site was for agriculture, and in the 1980s it was graded and paved for a parking lot (see Section 2.2.3.3 in **Appendix D**). This suggests that the ground on the project site has been minimally disturbed, with native surface soil remaining. The cultural resources investigation conducted by UltraSystems, which included a CHRIS records search of the project site and buffer zone, a search of the SLF by the NAHC, and pedestrian field survey, suggests there is a low potential for undisturbed unique archeological resources to exist on the project site.

The cultural resource study findings suggest that there is a low potential for finding resources during the parking structure construction work. However, grading and trenching activities associated with development of the project would cause new subsurface disturbance and may result in the unanticipated discovery of unique historic and/or prehistoric archaeological resources. In the event of an unanticipated discovery, implementation of mitigation measures **CUL-1** and **CUL-2** described below would ensure that impacts on archeological resources would be less than significant.

Mitigation Measure

MM CUL-1 In the event of an unexpected discovery of a cultural resource, as defined by CEQA Guidelines § 15064.5, during any project-related earth-disturbing activities, all earth-disturbing activities within 60 feet of the find shall be halted and the City of Fountain Valley shall be notified. The project applicant shall retain an archaeologist who meets the Secretary of the Interior's Professional Qualifications Standards for Archaeology to assess the significance of the find. Impacts on any significant resources shall be mitigated to a less-than-significant level through data recovery or other methods determined adequate by the archaeologist and that are consistent with the Secretary of the Interior's Standards for Archaeological Documentation. Any identified cultural resources shall be recorded on the appropriate DPR 523 (A-L) form and filed with the SCCIC. Construction activities may continue on other parts of the project site while evaluation and treatment of prehistoric archaeological resources takes place.

A Monitoring and Treatment Plan shall be prepared by a qualified archaeologist. The qualified archaeologist shall recommend the extent of archaeological monitoring necessary to ensure the protection of any other resources that may be in the area and

afforded the necessary time and funds to recover, analyze, and curate the find(s). Construction activities may continue on other parts of the project site while evaluation and treatment of prehistoric archaeological resources takes place.

MM CUL-2 Prior to the commencement of grading or excavation, workers conducting construction activities and their foremen will receive Worker Environmental Awareness Program (WEAP) training from a qualified archaeologist regarding the potential for sensitive archaeological and paleontological resources to be unearthed during grading activities. The workers will be directed to report any unusual specimens of bone, stone, ceramics or other archaeological artifacts or features observed during grading and/or other construction activities to their foremen and to cease grading activities in the immediate vicinity of the discovery until a qualified archaeologist or Native American cultural monitor is notified of the discovery by the Superintendent of the project site and can assess their significance. The WEAP shall be implemented to educate all construction personnel of the area's environmental conditions and the environmental protection measures that must be adhered to by all workers throughout the duration of project construction.

Training materials shall be language-appropriate for all construction personnel. Upon completion of the WEAP, workers shall sign a form stating that they attended the program, understand all protection measures, and shall abide by all the rules of the WEAP. A record of all trained personnel shall be kept with the construction foreman at the project field construction office and shall be made available to any resource agency personnel. If new construction personnel are added to the project later, the construction foreman shall ensure that new personnel receive training before they start working. The archaeologist shall provide hard copies of the WEAP presentation to the construction foreman.

Level of Significance After Mitigation

With implementation of Mitigation Measures **MM CUL-1** and **MM CUL-2** above, the project would result in less than significant impacts to archeological resources.

c) Would the project disturb any human remains, including those interred outside of formal cemeteries?

Less than Significant Impact with Mitigation Incorporated

As previously discussed in **Section 4.5.b)** above**,** the project would be built on lightly disturbed land that has been previously used for agriculture. The site was graded and paved for a parking lot in the 1980sand is in a suburban area. No human remains have been previously identified or recorded onsite.

The proposed project includes grading activities for the installation of infrastructure including water, sewer, and utility lines; and for construction of the proposed buildings. Grading would involve new subsurface disturbance and could result in the unanticipated discovery of unknown human remains, including those interred outside of formal cemeteries. California Health and Safety Code § 7050.5 specifies the procedures to follow during the unlikely discovery of human remains. CEQA § 15064.5 describes determining the significance of impacts on archeological and historical resources. California Public Resources Code § 5097.98 stipulates the notification process during the discovery

of Native American human remains, descendants, disposition of human remains, and associated grave goods.

In the unlikely event of an unexpected discovery, implementation of mitigation measure **CUL-3** would ensure that impacts related to the accidental discovery of human remains would be less than significant.

Mitigation Measure

MM CUL-3 If human remains are encountered during excavations associated with this project, all work will stop within a 30-foot radius of the discovery and the Orange County Coroner will be notified (§ 5097.98 of the Public Resources Code). The Coroner will determine whether the remains are recent human origin or older Native American ancestry. If the coroner, with the aid of the supervising archaeologist, determines that the remains are prehistoric, they will contact the NAHC. The NAHC will be responsible for designating the Most Likely Descendant (MLD). The MLD (either an individual or sometimes a committee) will be responsible for the ultimate disposition of the remains, as required by § 7050.5 of the California Health and Safety Code. The MLD will make recommendations within 24 hours of their notification by the NAHC. These recommendations may include scientific removal and nondestructive analysis of human remains and items associated with Native American burials (§ 7050.5 of the Health and Safety Code).

Level of Significance After Mitigation

With adherence to applicable codes and regulations protecting cultural resources and with implementation of Mitigation Measure **MM CUL-3** above, the proposed project would result in less than significant impacts to human remains.

4.6 Energy

Would the project:	Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?			X	
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?			X	

a) Would the project result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?

Less than Significant Impact

According to CEQA Guidelines § 15126.2(d), "uses of nonrenewable resources during the initial and continued phases of the project may be irreversible since a large commitment of such resources makes removal or nonuse thereafter unlikely. Primary impacts and, particularly, secondary impacts (such as highway improvement that provides access to a previously inaccessible area) generally commit future generations to similar uses. Also, irreversible damage can result from environmental accidents associated with the project. Irretrievable commitments of resources should be evaluated to assure that such current consumption is justified." Therefore, the purpose of this analysis is to identify any significant irreversible environmental effects of project implementation that cannot be avoided.

Energy resources that will be consumed during project construction include electricity to power electric equipment and lighting, and petroleum to fuel onsite equipment and onroad passenger cars and trucks. Energy resources to be consumed during operation of the project include electricity for purposes such as lighting and fossil fuel primarily for employee commuting to and from the site. Medical personnel and staff will park in the new structure instead of onsite parking spaces that they currently use. No new onroad traffic will be generated. Therefore, onroad impacts on energy use will be negligible.

Electricity

Construction Use

Southern California Edison (SCE) will provide electric power for the proposed project. Temporary electric power for as-necessary lighting and electronic equipment will be provided by SCE. The amount of electricity used during construction would be minimal, as demand would stem primarily from use of electrically powered hand tools. The electricity used for construction activities would be

temporary and minimal; project construction would not result in wasteful, inefficient, or unnecessary consumption of electricity. Therefore, impacts would be less than significant.

Operational Use

Project operation would require electricity for multiple purposes including, but not limited to, building lighting and elevator operation. Since the site is currently an existing parking lot, the project will not result in an increase in the number of employee commutes.

As part of the air quality and greenhouse gas emissions analyses, the California Emissions Estimator Model (CalEEMod) (refer to **Sections 4.3** and **4.8**) was used to estimate the electricity demand for proposed project, which is shown in **Table 4.6-1**. The per capita values were calculated using a service population of 862, the number of spaces previously planned to be available during operations (the number of spaces was subsequently reduced to 784; per-capita energy use is thus slightly conservative).

Table 4.6-1
ESTIMATED EXISTING OPERATIONAL ENERGY USE

Energy Type	Units	Value	Per Capita
Electricity Use	Kilowatt-hours per year	870,021	1,009

Source: calculated by UltraSystems with CalEEMod (2022.1.1.29) (CAPCOA, 2022); see **Appendix B**.

Natural Gas

Construction Use

Southern California Gas Company (SoCalGas) will provide natural gas for the proposed project. Construction activities, including the construction of new buildings and facilities, typically do not involve the consumption of natural gas. Any minor amounts of natural gas that may be consumed as a result of project construction would be temporary and negligible and would not have an adverse effect; therefore, construction would not result in wasteful, inefficient, or unnecessary consumption of natural gas, and impacts would be less than significant.

Operational Use

Natural gas will not be used during the project's operation. Natural gas is typically used for building heating and appliances, which a parking structure does not require.

Petroleum

Construction Use

Petroleum-based fuel consumed by construction equipment would be the primary energy resource expended over the course of construction. Transportation of construction materials and construction workers would also result in petroleum consumption. Heavy-duty construction equipment, vendor trucks, and haul trucks would use diesel fuel. Construction workers would likely travel to and from the project area in gasoline-powered vehicles. Construction for the proposed project is anticipated

to take about 12 months, from January 2026 to December 2026. Because of the short-term nature of construction and relatively small scale of the project, the project's petroleum consumption would be negligible when compared to California's daily total use of approximately 1.8 million barrels of petroleum (Ring, 2024).

During project construction, trucks and construction equipment would be required to comply with the ARB's anti-idling regulations. The ARB's In-Use Off-Road Diesel Fueled Fleets Regulation (ARB, 2024c) would also apply. Vehicles driven to or from the project site (delivery trucks, construction employee vehicles, etc.) are subject to fuel efficiency standards established by the Federal Government. Therefore, project construction activities regarding fuel use would not result in wasteful, inefficient, or unnecessary consumption, and impacts would be less than significant.

Operational Use

During operations, most of the fuel consumption resulting from the project would involve the use of motor vehicles traveling to and from the project site, as well as fuels used for alternative modes of transportation that may be used by employees. Project operation is not expected to generate a net increase in vehicle trips to and from OCMC and thus is not expected to increase use of transportation fuels.

Continued use of energy resources is consistent with the anticipated growth within the city and the general vicinity and would not result in energy consumption that would require a significant increase in energy production for the energy provider. Based on the information provided above, the proposed project would have a less than significant impact regarding wasteful, inefficient, or unnecessary consumption of energy resources during project construction or operation.

b) Would the project conflict with or obstruct a state or local plan for renewable energy or energy efficiency?

Less than Significant Impact

Title 24 California Green Building Standards Code

The City of Fountain Valley has adopted the California Green Building Code into the City's Code of Ordinances, Chapter 18.28 (ecode.com, 2024). The California Green Building Standards Code (Title 24, Part 11 of the California Code of Regulations), commonly referred to as the CALGreen Code, is a statewide mandatory construction code developed and adopted by the California Building Standards Commission and the Department of Housing and Community Development. The CALGreen standards require new residential and non-residential buildings to comply with mandatory measures under the topics of planning and design, energy efficiency, water efficiency/conservation, material conservation and resource efficiency, and environmental quality. CALGreen also provides voluntary tiers and measures that local governments may adopt that encourage or require additional measures in the five green building topics. The proposed project would be designed and built in compliance with the California Green Building Standards (CAL Green) Code.

Title 24 Building Energy Efficiency Standards

The initial Energy Efficiency Standards for Residential and Nonresidential Buildings (Title 24, Part 6, of the California Code of Regulations) were established in 1978 in response to a legislative mandate

to reduce California's energy consumption. The standards are updated periodically to allow consideration and possible incorporation of new energy efficiency technologies and methods.

The provisions of Title 24, Part 6 apply to all buildings for which an application for a building permit or renewal of an existing permit is required by law. They regulate design and construction of the building envelope, space-conditioning and water-heating systems, indoor and outdoor lighting systems of buildings, and signs located either indoors or outdoors. Title 24, Part 6 specifies mandatory, prescriptive and performance measures, all designed to optimize energy use in buildings and decrease overall consumption of energy to construct and operate residential and nonresidential buildings. Mandatory measures establish requirements for manufacturing, construction, and installation of certain systems, equipment, and building components that are installed in buildings.

The Title 24 standards are updated on a three-year schedule, with the most current (2025) standards adopted by the California Energy Commission (CEC) on September 11, 2024 and will go into effect on January 1, 2026. The 2025 Building Energy Efficiency Standards (Energy Code) apply to newly constructed buildings, as well as additions and alterations to existing buildings. They are a vital pillar of California's climate action plan. The 2025 Energy Code will produce benefits to support the state's public health, climate, and clean energy goals. It encourages installation of efficient electric heat pumps and replacing end-of-life heating, ventilation, and air-conditioning (HVAC) units, establishes electric-ready requirements for new homes, expands solar photovoltaic and battery storage standards, strengthens ventilation standards, and more. The 2025 Energy Code is estimated to save $4.8 billion in energy costs and reduce greenhouse gas emissions by four million metric tons. Buildings with permit applications applied for on or after January 1, 2026 must comply with the 2025 Energy Code. Public Resources Code §§ 25402 subdivisions (a)-(b) and 25402.1 emphasize the importance of building design and construction flexibility by requiring the California Energy Commission (CEC) to establish performance standards, in the form of an "energy budget" in terms of the energy consumption per square foot of floor space (CEC, 2025).

The proposed project would comply with the California Green Building Standards (CALGreen) Code (California Code of Regulations, Title 24, Part 11), which includes mandatory measures for both residential and nonresidential site development, energy efficiency, water efficiency and conservation, material conservation and resource efficiency, and environmental quality (ICC, 2022). Therefore, the proposed project would not conflict with or obstruct an applicable state or local plan for renewable energy or energy efficiency, and there would be a less than significant impact in this regard.

4.7 Geology and Soils

Would the project:	Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.			**X**	
ii) Strong seismic ground shaking?			**X**	
iii) Seismic-related ground failure, including liquefaction?			**X**	
iv) Landslides?				**X**
b) Result in substantial soil erosion or the loss of topsoil?			**X**	
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?			**X**	
d) Be located on expansive soil, as defined in Table 18-1 B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?			**X**	
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?				**X**
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?		**X**		

The information in this section is based on the following two technical reports:

- Geotechnical Feasibility Report, New Multi-Level Parking Structure, MemorialCare Orange Coast Medical Center, Southwest Corner of Talbert Avenue and Foster Street, Fountain Valley,

California. Prepared by Tetra Tech. dated September 1, 2023. A complete copy of this report is included as **Appendix E1** to this IS/MND.

- Paleontological Records Search for the Orange Coast Memorial Medical Center Parking Structure Project in the City of Fountain Valley, Orange County. Prepared by Natural History Museum of Los Angeles County, dated December 8, 2024. A complete copy of this report is included as **Appendix E2** to this IS/MND.

a) Would the project directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:

i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.

Less than Significant Impact

The Alquist-Priolo Zones Special Studies Act defines active faults as those that have experienced surface displacement or movement during the last 11,000 years. The project site is not in an Alquist-Priolo Earthquake Fault Zone; the nearest such zone to the site is along a portion of the Newport Inglewood Fault Zone located approximately 2.7 miles southwest, as shown in **Figure 4.7-1**. No active fault trace within the project site was identified during preparation of the Geotechnical Feasibility Report (Tetra Tech, 2023, p. 14).

The closest active faults to the site include the San Joaquin Hills fault located approximately 1.4 miles southeast of the site, the Newport Inglewood fault located approximately 2.7 miles southwest of the site as shown on **Figure 4.7-2;** in addition, the Compton fault is located approximately 6.2 miles west of the site (Tetra Tech, 2023, p. 10). Therefore, the potential for surface rupture due to faulting occurring beneath the site during the design life of the proposed development is considered low (Tetra Tech, 2023, p. 14). Impacts related to surface rupture of a known active fault would be less than significant.

ii) Strong seismic ground shaking?

Less than Significant Impact

As shown in **Figure 4.7-2**, the project is located within a seismically active region of Southern California, and all structures in the region are susceptible to collapse, buckling of walls, and damage to foundations from strong seismic ground shaking. The geotechnical feasibility report identifies six faults within 20 miles of the project site; three of those faults are buried thrust faults not expressed at the earth's surface (Tetra Tech, 2023, pp. 10-11). The geotechnical feasibility report sets forth seismic design parameters for use in the project design. For instance, the design peak ground acceleration estimated for the project site is 0.362g, where g is the acceleration of gravity (Tetra Tech, 2023, p. 27).

Figure 4.7-1
ALQUIST PRIOLO FAULT ZONES

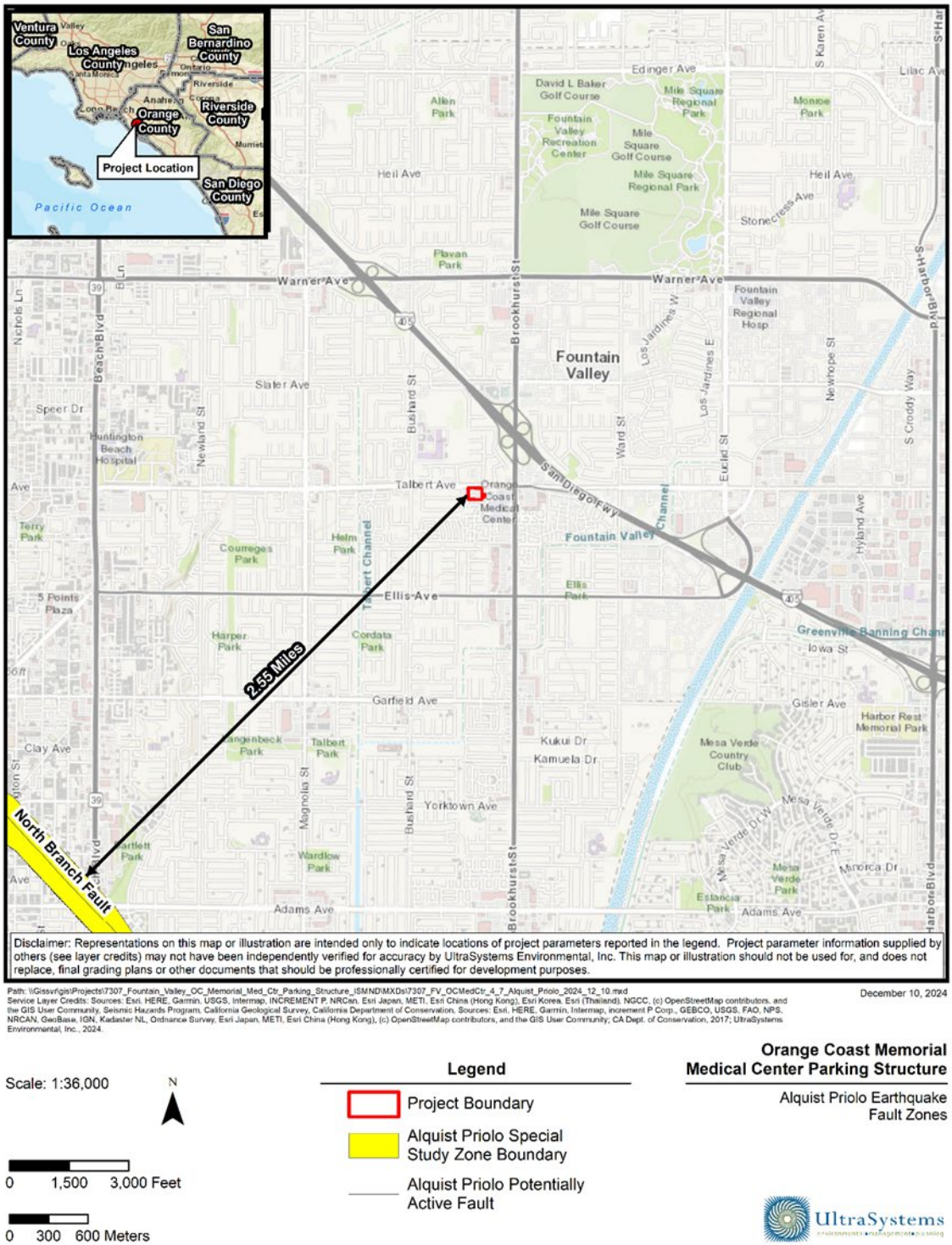
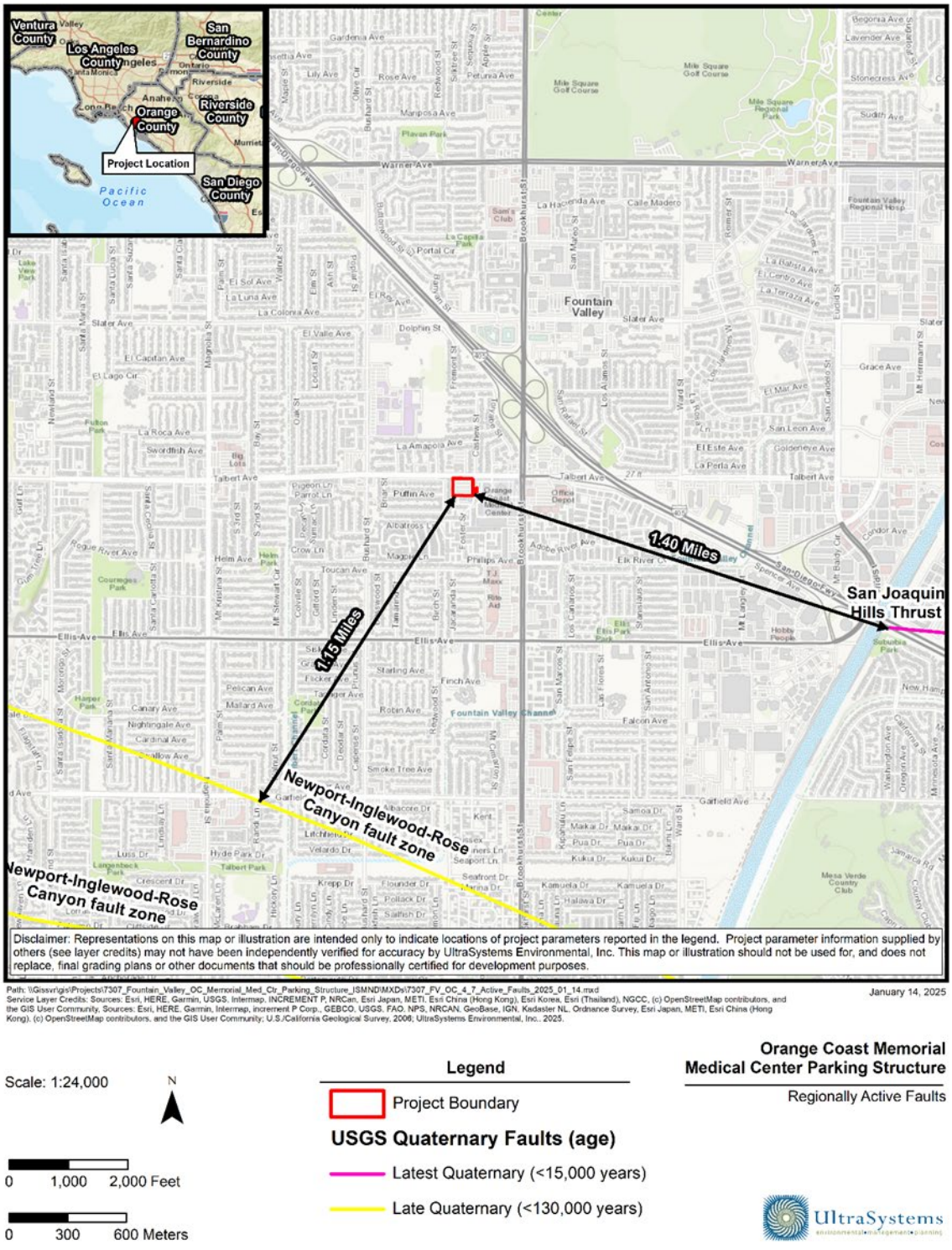


Figure 4.7-2
REGIONALLY ACTIVE FAULTS



The project would be constructed in accordance with the applicable 2022 California Building Code (CBC) issued by the California Building Standards Commission and used throughout the state (California Code of Regulations, Title 24, Part 2). In addition, the CBC is adopted as Chapter 18.04 of the City's Municipal Code (ecode360.com, 2024) and provides minimum standards to protect property and for public welfare by regulating the design and construction of excavations, foundations, building frames, retaining walls, and other building elements to mitigate the effects of seismic shaking and adverse soil conditions. The CBC contains provisions for earthquake safety based on factors including occupancy type, the types of soil and rock onsite, and the strength of ground motion with specified probability of occurring at the site.

Although the project site is susceptible to occasional moderate/high ground shaking from active faults in the region, design and construction in accordance with the CBC would address issues related to potential seismic ground shaking at the site. For these reasons, impacts from strong ground shaking would be less than significant and mitigation is not required.

iii) Seismic-related ground failure, including liquefaction?

Less than Significant Impact

Liquefaction of soils can be caused by ground shaking during earthquakes and is generally known to occur in saturated or nearly saturated soils at depths shallower than about 50 feet. Loose, relatively clean granular soils and low plasticity silts are susceptible to liquefaction whereas the stability of clayey silts, silty clays and clays are not typically adversely affected by ground shaking (Tetra Tech, 2023, p. 14).

The project site is in a Zone of Required Investigation for Liquefaction mapped by the California Geological Survey (CGS, 2024), as shown in **Figure 4.7-3**. The depth to groundwater used in the liquefaction analysis conducted as part of the geotechnical feasibility study was four feet below ground surface (Tetra Tech, 2023, p.15). The on-site sandy silts and silty sands encountered at depths between approximately four to 60 feet below ground surface (bgs) are susceptible to liquefaction.[13] The fine-grained soils at the site are not considered to be susceptible to liquefaction and related ground failure (Tetra Tech, 2023, p. 16). Project development could exacerbate hazards arising from liquefaction. The Geotechnical Evaluation Report recommends remedial grading and either shallow footing foundations or deep pile foundations; such recommendations were formulated in light of the liquefaction potential onsite (Tetra Tech, 2023. pp. 20-21 and 27-33). Impacts would be less than significant after implementation of relevant recommendations in the geotechnical feasibility report.

iv) Landslides?

No Impact

The site is not located in an Earthquake-Induced Landslide Hazard Zone (see **Figure 4.7-3**). The site is relatively level, and no evidence of landsliding was observed at or in the immediate vicinity of the site. Thus, an earthquake-induced landslide is not considered to be hazard at the site. No impact would occur.

[13] Sand is soil with particle sizes from 2 mm to 0.05 mm diameter; and silt is soil ranging from 0.05 to 0.002 mm diameter. Silty sand is a mixture of sand and silt that is mostly sand, and sandy silt vice-versa (SSSA, 2025).

b) Would the project result in substantial soil erosion or the loss of topsoil?

Less than Significant Impact

Construction

Construction of improvements would involve disturbance and exposure of substantial amounts of soil, leaving such soil susceptible to extensive erosion if effective erosion control measures were not used. To minimize the potential for water and wind erosion, the project would adopt construction best management practices (BMPs) in accordance with the City of Fountain Valley Stormwater Management Program. The City of Fountain Valley is a permittee on the municipal stormwater permit (MS4 permit) for the portion of the Santa Ana Watershed within Orange County (Order No. R8-2010-0062). The MS4 permit and its associated Technical Guidance Document incorporate Low Impact Development (LID) Best Management Practices to the maximum extent practicable (MEP) (SARWQCB, 2013, p. 1-2). LID is "…a stormwater management strategy that emphasizes conservation and the use of existing natural site features integrated with distributed, small-scale stormwater controls to more closely mimic natural hydrologic patterns in residential, commercial and industrial setting." (SARWQCB, 2013, p. 1-2).

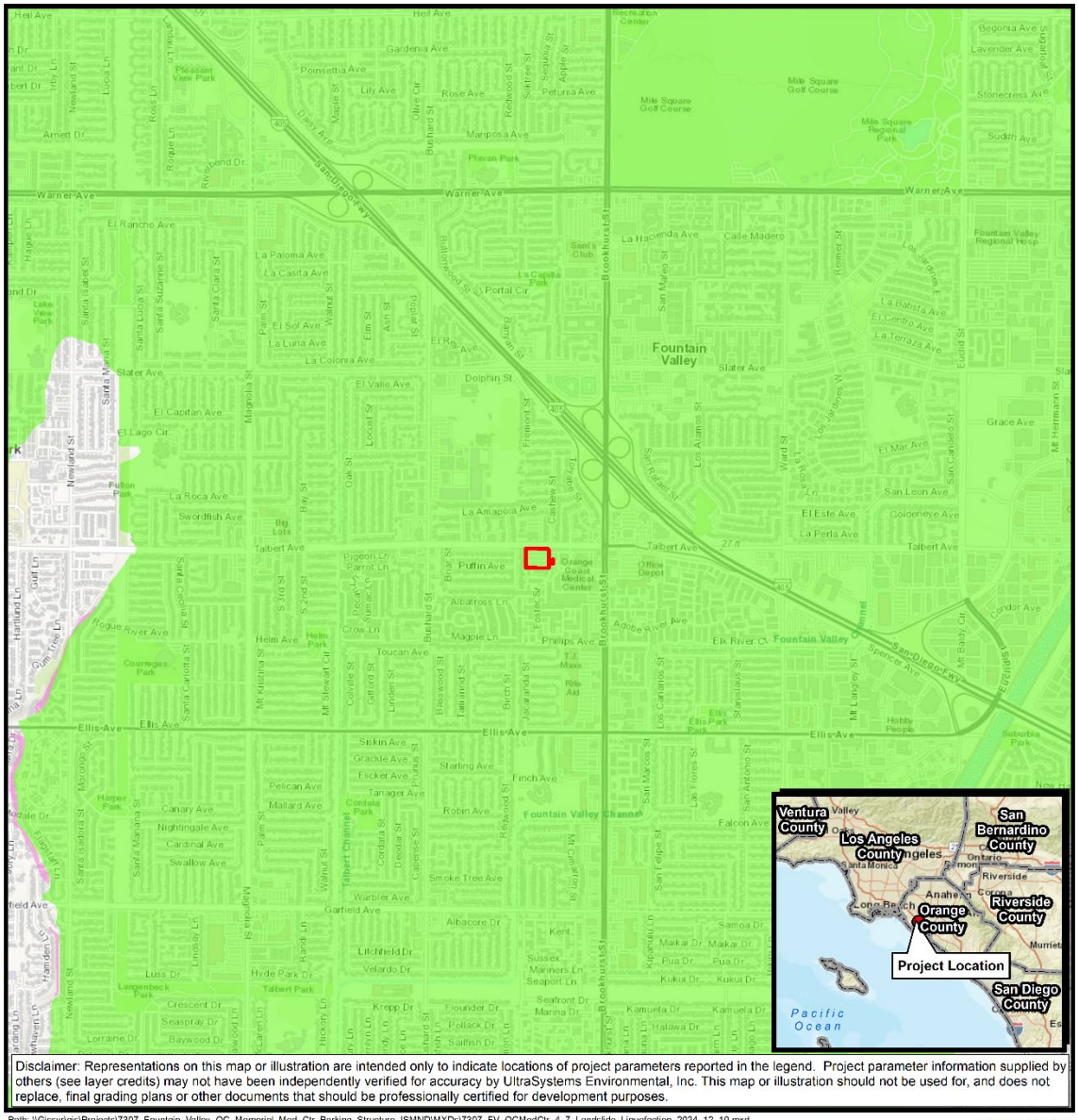
Categories of BMPs relevant to minimizing erosion are erosion control BMPs, that cover soil and/or bind soil particles together, to prevent soil particles from being detached from the ground surface, such as by water or wind; sediment control BMPs, barriers and/or filters that prevent soil particles from being transported offsite by water and being deposited elsewhere; wind erosion control BMPs; and tracking control BMPs, that prevent soil from being tracked offsite by vehicles. Construction impacts regarding soil erosion would be less than significant after implementation of relevant requirements in the MS4 permit and Technical Guidance Document.

Operation

Most proposed improvements would be underground within roadways or storm channel rights-of-way. No erosion would be expected after trenches were backfilled and the previous land cover (typically, roadway pavement) replaced. Impacts would be less than significant.

c) Would the project be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?

Figure 4.7-3
LANDSLIDES AND LIQUEFACTION



Less than Significant Impact

Soils underlying the project site consist of artificial fill material comprised of black to olive brown sandy silt, sandy lean clay, and silty sand that were stiff to medium dense, and were generally moist; the fill also included some aggregate base and concrete debris. The artificial fill was underlaid by Quaternary-age alluvial soils to a depth of between about 58 and 63 feet and generally consisting of layers of soft to stiff sandy lean clay and silt with some very thin organic lenses interbedded with layers of very loose to dense silty sand and poorly-graded sands mostly in a wet condition (Tetra Tech, 2023, pp. 8-9).

Liquefaction and Landslides

Impacts related to liquefaction and landslides are discussed above in **Section 4.7 a)**.

Lateral Spreading

Lateral spreading is the downslope movement of surface sediment due to liquefaction in a subsurface layer. The downslope movement is due to gravity and earthquake shaking combined. Due to the relatively level topography and the absence of free face slopes, lateral spreading is not considered to be a hazard at the site (Tetra Tech, 2023, p. 17). No impact would occur.

Collapsible Soils

Collapsible soils shrink upon being wetted and/or being subject to a load. Collapse typically occurs in young, unconsolidated, low-density, loose, dry soils common in arid to semi-arid regions. Collapsible soils are usually composed of granular particles cemented together by clay bonds. When such soils become saturated the clay bonds dissolve, causing substantial shrinkage. Because the soils have been saturated in the past up to a depth of four feet and the consolidation test indicates some potential swelling, it is concluded that collapsible soils are not considered a hazard at the site (Tetra Tech, 2023, p. 18). Impacts would be less than significant.

Subsidence

Land subsidence is the lowering of the ground surface due to extraction or lowering of groundwater levels or other fluids (e.g., oil). The fluid withdrawal causes the alluvial sediments in the basin to compact. Furthermore, ground subsidence can be intensified where drainage of organics and peat horizons occur. Damage caused by subsidence can be visible soil cracks, fissures, or surface depression. The project site is in an area of subsidence mapped by the U.S. Geological Survey. Since only minimal accumulations of organics and peat soils were encountered beneath the project site, subsidence due to consolidation of peat is not considered a hazard at the site (Tetra Tech, 2023, p. 19). Impacts would be less than significant.

d) Would the project be located on expansive soil, as defined in Table 18-1 B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?

Less than Significant Impact

Expansive soils shrink and swell with changes in soil moisture. Soil moisture may change from landscape irrigation, rainfall, and utility leakage. Measurements of expansion index in two subsurface

soil samples conducted as part of the geotechnical evaluation yielded expansion indices of 12 and 21, indicating no-to-low expansion potential. For design purposes the on-site fine-grained soils should be considered expansive per 2022 CBC, §1803.5.3 (Tetra Tech, 2023, p. 18). The Geotechnical Evaluation Report recommends remedial grading and either shallow footing foundations or deep pile foundations (Tetra Tech, 2023, pp. 27-29); such recommendations were devised in consideration of expansive soils identified onsite. Impacts would be less than significant after compliance with the above-referenced recommendations.

e) Would the project have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?

No Impact

The project does not propose fixtures (such as toilets and sinks) that would generate wastewater. Thus, no impacts associated with septic tanks or alternative wastewater disposal systems would occur.

f) Would the project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?

Less than Significant Impact with Mitigation Incorporated

The project site boundary, and much of the eastern portion of the city of Fountain Valley, is encompassed entirely by a single geological deposit (Morton, 2004). The project site is underlain by "Young alluvial fan deposits" (Qyf) (Miller 2004). This deposit consists of unconsolidated deposits of alluvial fans and headward drainages of fans predominately of gravel, sand, and silt. This deposit dated to the Holocene (10,000 years ago to the present) and late Pleistocene.

The results of a Paleontological Resources Records Search at the Natural History Museum of Los Angeles County (NHMLA), conducted on December 8, 2024 by Dr. Alyssa Bell, indicated that there are no fossil localities that lie directly within the proposed project area, but there are fossil localities nearby from the same sedimentary deposits that may occur in the proposed project area, either at the surface or at depth (Bell, Alyssa, 2024). **Table 4.7-1** shows the closest known localities in the collection of the NHMLA.

Table 4.7-1
FOSSIL LOCALITIES IN THE PROJECT REGION

Locality Number	Location	Formulation	Taxa	Depth
LACM VP 7657 - 7659	Ellis Avenue & Patterson Lane, Huntington Beach	Unknown Formation (Pleistocene; gray siltstone)	School shark (*Galeorhinus*), eagle ray (*Myliobatus*), goby (*Lepidogobius, Leptocottus*), midshipmen (*Porichthys*), croaker (*Seriphus*), flatfish (*Citharichthys*), cusk-eel (*Otophidium*), skate (*Raja*),	150 - 350 ft bgs

Locality Number	Location	Formulation	Taxa	Depth
			angelshark (*Squatina*), sculpin (*Cottidae*)	
LACM VP 6370 - 6371	Near the intersection of Superior Avenue & Pacific Coast Highway; Newport Beach	Terrace deposits (Pleistocene, silty sandstones)	Horse (*Equus*), other unspecified mammals; Invertebrates: clam (*Tivela, Donax, Lucinisca*), scaphopod (*Dentalum, Antalis*), marine gastropods (*Glossaulax, Chlorostoma*)	Unknown (found during grading for parking lot construction)
LACM VP 7366, 7422 – 7424, 7679; LACM IP 17427	The Huntington Beach Urban Center Sand Borrow Area, N of Pacific Coast Hwy and W of Huntington Dr	Unknown formation (Pleistocene, sands)	Legless lizard (*Anniella*), tree frog (*Hyla*), gopher snake (*Pituophis*), garter snake (*Thamnophis*), kingsnake (*Lampropeltis*), ring-necked snake (*Diadophis*), garter snake (*Thamnophis*), long-nosed snake (*Rhinocheilus*), coachwhip (*Masticophis*), salamander (*Enatina*), slender salamander (*Batrachoseps*), skinks (*Plestiodon*), alligator lizard (*Gerrhonotus*), toad (*Bufo*), side-blotched lizard (*Uta*), spiny lizard (*Sceloporus*), climbing salamander (*Aneides*), turtle (*Clemmys*); quail (*Callipepla*), rail (*Rallus*); vole (*Microtus*), pocket gopher (*Thomomys*), shrew (*Sorex*), kangaroo rat (*Dipodomys*), cottontail rabbit (*Sylvilagus*), mole (*Scapanus*), harvest mouse (*Reithrodontomys*), deer mouse (*Peromyscus*), pack rat (*Neotoma*), chipmunk (*Eutamias*), bat (*Chiroptera*), Mammoth (*Mammuthus*), horse (*Equus*), bison (*Bison*); stickleback (*Gasterosteus*), houndshark (*Triakis*); land snails (*Gastropoda*)	Unknown
LACM VP 65113	5092 Wintersburg Road;	Unknown formation (Pleistocene)	Mammoth (*Mammuthus*), bison (*Bison*); uncatalogued invertebrates	6 - 20 feet bgs

Locality Number	Location	Formulation	Taxa	Depth
	Huntington Beach			
LACM IP 23657	Huntington Central Park West	Unknown formation (Pleistocene; sands)	Invertebrates (uncatalogued)	Surface
LACM VP 3267	Near intersection of 19th & Anaheim in Costa Mesa	Unknown Formation (Pleistocene)	Proboscidea	Unknown

VP, Vertebrate Paleontology; IP, Invertebrate Paleontology; bgs, below ground surface

Excavations or grading that extend into the uppermost layers of soil and deeper excavation into the Pleistocene sediments in the proposed project area may encounter significant fossil vertebrate and invertebrate remains. Any substantial excavations below the uppermost layers should be closely monitored to quickly and professionally collect any specimens. Grading and excavation activities associated with development of the proposed project would cause new subsurface disturbance and could result in the unanticipated discovery of paleontological resources, for which mitigation is required.

Mitigation Measure

MM GEO-1 Prior to the issuance of the grading permit, the applicant shall provide a letter to the City of Fountain Valley, or designee, from a qualified paleontologist stating that the paleontologist has been retained to provide services for the project. The paleontologist shall develop, as needed, a Paleontological Resources Impact Mitigation Plan (PRIMP) to mitigate the potential impacts to unknown buried paleontological resources that may exist onsite for the review and approval by the City. The PRIMP shall require that the paleontologist perform paleontological monitoring of any ground disturbing activities within undisturbed native sediments during mass grading, site preparation, and underground utility installation. The project paleontologist may reevaluate the necessity for paleontological monitoring after 50 percent or greater of the excavations have been completed. In the event paleontological resources are encountered, ground-disturbing activity within 50 feet of the area of the discovery shall cease. The paleontologist shall examine the materials encountered, assess the nature and extent of the find, and recommend a course of action to further investigate and protect or recover and salvage those resources that have been encountered. Criteria for discard of specific fossil specimens will be made explicit. If the qualified paleontologist determines that impacts to a sample containing significant paleontological resources cannot be avoided by project planning, then recovery may be applied. Actions may include recovering a sample of the fossiliferous material prior to construction, monitoring work and halting construction if a significant fossil needs to be recovered, and/or cleaning, identifying, and cataloging

specimens for curation and research purposes. Recovery, salvage and treatment shall be done at the Applicant's expense. All recovered and salvaged resources shall be prepared to the point of identification and permanent preservation by the paleontologist. Resources shall be identified and curated into an established accredited professional repository. The paleontologist shall have a repository agreement in hand prior to initiating recovery of the resource.

Level of Significance After Mitigation

With implementation of **MM GEO-1**, potential impacts to paleontological resources would be reduced to a less than significant level.

4.8 Greenhouse Gas Emissions

Would the project:	Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?			X	
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?			X	

4.8.1 Background Information on Greenhouse Gas Emissions

Life on Earth depends on energy coming from the sun. About half the light reaching Earth's atmosphere passes through the air and clouds to the surface, where it is absorbed and then radiated upward in the form of infrared heat. About 90 percent of this heat is then absorbed by carbon dioxide (CO_2) and other greenhouse gases (GHGs) and radiated back toward the surface, which is warmed to a life-supporting average of 59 degrees Fahrenheit (°F) (NASA, 2024).

Human activities are changing the natural greenhouse. Over the last century, the burning of fossil fuels such as coal and oil has increased the concentration of atmospheric CO_2. This happens because the coal or oil burning process combines carbon in the fuel with oxygen in the air to make CO_2. To a lesser extent, the clearing of land for agriculture, industry, and other human activities has increased concentrations of GHGs (NASA, 2024).

GHGs are defined under the California Global Warming Solutions Act of 2006 as CO_2, methane (CH_4), nitrous oxide (N_2O), hydrofluorocarbons (HFCs), perfluorocarbons (PFCs), and sulfur hexafluoride (SF_6) (AB 32, chapter 488). HFCs, PFCs, and SF_6 would not be emitted in significant amounts by the new activities in the proposed Orange Coast Memorial Medical Center Parking Structure project, so they will not be discussed further in this section.

Associated with each GHG species is a "global warming potential" (GWP), which is a value used to compare the abilities of different GHGs to trap heat in the atmosphere. GWPs are based on the heat-absorbing ability of each gas relative to that of CO_2, as well as the decay rate of each gas (the amount removed from the atmosphere over a given number of years). The GWPs of CO_2, CH_4, and N_2O are 1, 25, and 298, respectively (GMI, 2022). "Carbon dioxide equivalent" (CO_2e) emissions are calculated by weighting each GHG compound's emissions by its GWP and then summing the products.

Carbon Dioxide (CO_2). Carbon dioxide is a colorless, odorless gas consisting of molecules made up of two oxygen atoms and one carbon atom. CO_2 is produced when an organic carbon material (such as wood) or fossilized organic matter (such as coal, oil, or natural gas) is burned in the presence of oxygen. Since the industrial revolution began in the mid-1700s, industrial activities have increased in scale and distribution. Prior to the industrial revolution, CO_2 concentrations were stable at a range of 275 to 285 ppm (IPCC, 2007). The National Oceanic and Atmospheric Administration's Earth

System Research Laboratory indicates that the global concentration of CO_2 was 419.3 parts per million (ppm) in 2023 (NOAA, 2024). These concentrations of CO_2 exceed by far the natural range over the last 650,000 years (180 to 300 ppm) as determined from ice cores.

Methane (CH_4). Methane is a colorless, odorless non-toxic gas consisting of molecules made up of four hydrogen atoms and one carbon atom. CH_4 is combustible and is the main constituent of natural gas, a fossil fuel. CH_4 is released when organic matter decomposes in low-oxygen environments. Natural sources include wetlands, swamps and marshes, termites, and oceans. Anthropogenic sources include the mining of fossil fuels and transportation of natural gas, digestive processes in ruminant animals such as cattle, rice paddies, and the buried waste in landfills. Over the last 50 years, human activities such as growing rice, raising cattle, using natural gas, and mining coal have added to the atmospheric concentration of CH_4. Other anthropogenic sources include fossil-fuel combustion and biomass burning.

Nitrous Oxide (N_2O). Nitrous oxide is a colorless, non-flammable gas with a sweetish odor, commonly known as "laughing gas," and sometimes used as an anesthetic. N_2O is naturally produced in the oceans and in rainforests (USEPA, 2024). Manmade sources of N_2O include the use of fertilizers in agriculture, nylon, and nitric acid production; cars with catalytic converters, and the burning of organic matter. Concentrations of N_2O also began to rise at the beginning of the Industrial Revolution.

4.8.2 Regulatory Setting

GHGs are regulated at the national, state, and air basin level; each agency has a different degree of control. The United States Environmental Protection Agency (USEPA) regulates at the national level; the California Air Resources Board (ARB) regulates at the state level; and the South Coast Air Quality Management District (SCAQMD) regulates at the air basin level in the project area.

4.8.2.1 Federal Regulations

The USEPA collects several types of GHG emissions data. These data help policymakers, businesses, and the USEPA track GHG emissions trends and identify opportunities for reducing emissions and increasing efficiency. The USEPA has been maintaining a national inventory of GHG emissions since 1990 and in 2009 established mandatory reporting of GHG emissions from large GHG emissions sources.

EPA is also getting GHG reductions through partnerships and initiatives, evaluating policy options, costs, and benefits, advancing the science, partnering internationally and with states, localities, and tribes, and helping communities adapt.

Corporate Average Fuel Economy (CAFE) Standards

NHTSA's Corporate Average Fuel Economy (CAFE) standards regulate the distance vehicles must cover per gallon of fuel. The agency establishes CAFE standards for passenger cars and light trucks (referred to as light-duty vehicles), as well as separate guidelines for fuel consumption by medium- and heavy-duty trucks and engines. The latest CAFE standards were proposed by the NHTSA in July 2023 and finalized in June 2024 (NHTSA, 2024). Effective August 23, 2024, passenger cars and light trucks will see an increase of 2 percent annually for passenger cars in model years 2027–31. For light trucks, the increase will be 0 percent per year for model years 2027–28 and 2 percent per year for model years 2029–31. Additionally, NHTSA is setting final fuel efficiency standards for heavy-duty

pickup trucks and vans (HDPUVs) with a 10 percent annual increase for model years 2030–32 and further increases for model years 2033–35.

Safer Affordable Fuel-Efficient (SAFE) Vehicles Rule

On March 31, 2020, the USEPA and the NHTSA published the Safer Affordable Fuel-Efficient (SAFE) Vehicles Rule Part One: One National Program, which revoked California's authority to set its own GHG emissions standards and set zero-emission vehicle (ZEV) mandates in California. The loss of the ZEV sales requirements would likely have resulted in additional gasoline-fueled vehicles being sold in the State and increases in criteria pollutant emissions. On April 30, 2020, USEPA and NHTSA issued the Final SAFE Rule (ARB, 2020), which relaxed the federal GHG emissions and CAFE standards and would probably have resulted in increased CO_2 emissions. However, this regulation was repealed on December 21, 2021, by the Biden administration (NHTSA, 2021).

4.8.2.2 State Regulations

Executive Order S 3-05

On June 1, 2005, the governor issued EO S 3-05, which set the following GHG emission reduction targets:

- By 2010, reduce GHG emissions to 2000 levels.
- By 2020, reduce GHG emissions to 1990 levels.
- By 2050, reduce GHG emissions to 80 percent below 1990 levels.

To meet these targets, the Climate Action Team (CAT)[14] prepared a report to the governor in 2006 that contained recommendations and strategies to help ensure that the targets in EO S-3-05 would be met.

Assembly Bill 32 (AB 32)

In 2006, the California State Legislature enacted the California Global Warming Solutions Act of 2006, also known as AB 32. AB 32 focuses on reducing GHG emissions in California. GHGs, as defined under AB 32, include CO_2, CH_4, N_2O, HFCs, PFCs, and SF_6. AB 32 required that GHGs emitted in California be reduced to 1990 levels by the year 2020. The ARB is the state agency charged with monitoring and regulating sources of emissions of GHGs that cause global warming. AB 32 also required that by January 1, 2008, the ARB determine what the statewide GHG emissions level was in 1990, and that it had to approve a statewide GHG emissions limit, so it could be applied to the 2020 benchmark. The ARB approved a 1990 GHG emissions level of 427 million metric tons of CO_2e ($MMTCO_2e$), on December 6, 2007, in its Staff Report. Therefore, in 2020, emissions in California were required to be at or below 427 $MMTCO_2e$.

Under the "business as usual or (BAU)[15]" scenario established in 2008, statewide emissions were increasing at a rate of approximately one percent per year, as noted below. It was estimated that the

[14] The Climate Action Team (CAT) members are state agency secretaries and the heads of agencies, boards, and departments, led by the Secretary of the California Environmental Protection Agency (Cal/EPA). They coordinate statewide efforts to implement global warming emission reduction programs and the state's Climate Adaptation Strategy.

[15] A business-as-usual (BAU) scenario assumes that none of the Scoping Plan measures are implemented (ARB, 2022).

2020 estimated BAU of 596 $MMTCO_2e$ would have required a 28 percent reduction to reach the 1990 level of 427 $MMTCO_2e$.

As part of the 2014 update, the ARB revised the 2020 Statewide limit to 431 million MT of CO_2e, an approximately one percent increase from the original estimate. The 2020 BAU forecast in the update is 509 million MT of CO_2e. The state would need to reduce those emissions by 15.3 percent to meet the 431 million MT of CO_2e 2020 limit.

2020 Emissions and Target Achievement

According to the ARB 2022 report on GHG emissions from 2000 to 2020, the state's actual emissions in 2020 were 369.2 $MMTCO_2e$, significantly below the 2020 target of 431 $MMTCO_2e$. The decrease in emissions was primarily driven by the impacts of the COVID-19 pandemic, which temporarily reduced emissions in sectors like transportation and industry (ARB, 2022a).

Climate Change Scoping Plan

The first AB 32 Scoping Plan (ARB, 2008) contained the main strategies to achieve the 2020 emissions cap. The GHG reduction strategies contained in the AB 32 Scoping Plan included direct regulations, alternative compliance mechanisms, monetary and non-monetary incentives, voluntary actions, and market-based mechanisms such as a cap-and-trade system. In August 2011, the Scoping Plan was reapproved by the Board and included the Final Supplement to the Scoping Plan Functional Equivalent Document (ARB, 2011). The 2011 Scoping Plan expanded the list of nine Early Action Measures into a list of 39 Recommended Actions contained in Appendices C and E of the Plan. In May 2014, ARB developed, in collaboration with the CAT, the First Update to California's Climate Change Scoping Plan (Update) (ARB, 2014), which showed that California was on track to meet the near-term 2020 GHG limit and was well positioned to maintain and continue reductions beyond 2020 as required by AB 32. In November 2017, ARB published the 2017 Scoping Plan (ARB, 2017) which was built upon the former Scoping Plan and Update by outlining priorities and recommendations for the state to achieve its target of a 40 percent reduction in GHGs by 2030, compared to 1990 levels.

In December 2022, the ARB approved its Final 2022 Scoping Plan Update (ARB, 2022b), which adds carbon neutrality to the former Scoping Plan. The 2022 Plan identifies a technologically feasible, cost-effective path to reduce GHG emissions by 85 percent below 1990 levels and achieve carbon neutrality by 2045 or earlier. Through the lens of carbon neutrality, the 2022 Plan expands the scope to more meaningfully consider how our natural and working lands (NWL) contribute to our long-term climate goal through carbon capture. The 2022 Plan focuses on efforts to shift away from fossil fuels resulting in a 94 percent decrease in liquid petroleum demand, a 71 percent decrease in smog-related pollutants, a job increase of 4 million, and $200 billion of health cost savings for Californians (ARB, 2022).

Renewables Portfolio Standard (Scoping Action E-3)

The California Energy Commission estimates that in 2000 about 12 percent of California's retail electric load was met with renewable resources. Renewable energy includes (but is not limited to) wind, solar, geothermal, small hydroelectric, biomass, anaerobic digestion, and landfill gas. California's current Renewables Portfolio Standard (RPS) was intended to increase that share to 33 percent by 2020. It was reported that in 2021, over 37 percent of California's retail electricity sales were provided by RPS-certified renewables (CEC, 2021). Increased use of renewables will decrease California's reliance on fossil fuels, thus reducing emissions of GHGs from the electricity sector. In

October 2015, Governor Brown signed Senate Bill (SB) 350, which requires retail sellers and publicly owned utilities to procure 50 percent of their electricity from eligible renewable energy resources by 2030. Signed in 2018, SB 100 requires an increase in the RPS to 60 percent by 2030, along with a long-term goal of 100 percent of RPS and zero-carbon energy by 2045 (CEC, 2021).

Senate Bill 375 (SB 375)

Senate Bill (SB) 375 passed the Senate on August 30, 2008, and was signed by the governor on September 30, 2008. Per SB 375, the transportation sector is the largest contributor of GHG emissions and accounts for approximately 45 percent of the GHG emissions in California, with automobiles and light trucks alone contributing almost 30 percent. SB 375 indicates that GHGs from automobiles and light trucks can be reduced by new vehicle technology. However, significant reductions from changed land use patterns and improved transportation also are necessary. SB 375 states, "Without improved land use and transportation policy, California will not be able to achieve the goals of AB 32." SB 375 (1) requires metropolitan planning organizations to include sustainable community strategies in their regional transportation plans for reducing GHG emissions, (2) aligns planning for transportation and housing, and (3) creates specified incentives for the implementation of the strategies.

Executive Order B-30-15

On April 29, 2015, Governor Brown issued EO B-30-15, which added an interim target of GHG emissions reductions to help ensure the State meets its 80 percent reduction by 2050, as set in EO S-3-05. The interim target is to reduce GHG emissions by 40 percent by 2030. It also directs State agencies to update the Scoping Plan, update the Adaptation Strategy every three years, and take climate change into account in their planning and investment strategies. Additionally, it requires the State's Five-Year Infrastructure Plan to take current and future climate change impacts into account in all infrastructure projects.

Title 24

Although not originally intended to reduce GHGs, California Code of Regulations Title 24 Part 6: California's Building Energy Efficiency Standards for Residential and Nonresidential Buildings was first adopted in 1978 in response to a legislative mandate to reduce California's energy consumption. The standards are updated periodically to allow consideration and possible incorporation of new energy-efficient technologies and methods. The California Energy Commission updates the standards every three years. The 2022 standard, effective January 1, 2023, encourages efficient electric heat pumps, establishes electric-ready requirements for new homes, expands solar photovoltaic and battery storage standards, strengthens ventilation standards, and more (CEC, 2024).

Title 24 Building Energy Efficiency Standards

During the 2021 Triennial Code Adoption Cycle, California state agencies reviewed the most recent edition of national model codes and standards and made amendments and additions to most parts of the California Building Standards Code. The latest version of Title 24 of the California Code of Regulations (Title 24) was published on July 1, 2022, and became effective on January 1, 2023 (State of California, 2023a). Below are modified chapters in Part 6 Building Energy Efficiency Standards that are relevant to the proposed project and would reduce GHG emissions (State of California, 2023a).

Administrative Regulations:

- Lighting controls and mechanical systems Acceptance Test Technician Certification Providers (ATTCPs) must record related Certificates of Compliance, Installation, and Acceptance Testing in an electronic database. § 10-103.1(c)3H and § 10-103.2(c)3H.[16]
- Energy Commission-approved community shared solar or renewable system and energy storage system qualification requirements updated. §10-115.[17]

Mandatory Requirements:

- Demand responsive lighting controls trigger changed to 4,000 watts or more, and requirements added for controlled receptacles. § 110.12 & § 160.5(b)4E.[18,19]

- Mechanical ventilation systems of enclosed parking garages must meet the requirements of § 120.6(c). § 160.2(d).[20,21]

Title 24 Part 11, California Green Building Standards Code

The California Green Building Standards Code (Title 24, Part 11 code) commonly referred to as the CALGreen Code, is a statewide mandatory construction code developed and adopted by the California Building Standards Commission and the Department of Housing and Community Development.

In the 2021 Triennial Code Adoption Cycle, California state agencies made amendments and additions to most parts of the California Building Standards Code, Title 24 of the California Code of Regulations (Title 24) which became effective on January 1, 2023 (State of California, 2023a). Below are modified chapters in Part 11 California Green Building Standards Code that would reduce GHG emissions and are relevant to the proposed project.

4.8.2.3 South Coast Air Quality Management District (SCAQMD)

Over the past two decades, South Coast AQMD has advanced various programs to address climate change as part of its ongoing efforts to reduce local air pollution. These include initiatives focused on energy conservation, low-carbon fuel technologies (such as natural gas vehicles, electric-hybrids, hydraulic-hybrids, and battery-electric vehicles), renewable energy, vehicle miles traveled (VMT) reduction, and market-based incentive programs (SCAQMD, 2024). A few of the programs initiated by the SCAQMD are:

- The Carl Moyer Memorial Air Quality Standards Attainment Program (Carl Moyer Program).
- Community Air Protection Program (CAPP) – Incentives.

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16 10-103 – Permit, Certificate, Informational, And Enforcement Requirements For Designers, Installers, Builders, Manufacturers, And Suppliers. Accessed online at https://energycodeace.com/content/10-103-permit-certificate-informational-and-enforcement-r.

17 10-115 – Community Shared Solar Electric Generation System Or Community Shared Battery Storage System Compliance Option For On-Site Solar Electric Generation Or Battery Storage Requirements. Accessed online at https://energycodeace.com/content/10-115-community-shared-solar-electric-generation-system-or.

18 Section 110.12 – Mandatory Requirements For Demand Management. Accessed online at https://energycodeace.com/content/section-11012-mandatory-requirements-for-demand-management.

19 Section 160.5 - Mandatory Lighting Requirements for Indoor and Outdoor Spaces. Accessed online at https://energycodeace.com/content/section-1605-mandatory-lighting-requirements-for-indoor-and.

20 Section 120.6 – Mandatory Requirements for Covered Processes. Accessed online at https://energycodeace.com/content/section-1206-mandatory-requirements-for-covered-processes-n.

21 Section 160.2 - Mandatory Requirements for Ventilation and Indoor Air Quality. Accessed online at https://energycodeace.com/content/section-1602-mandatory-requirements-for-ventilation-and-ind.

- Off-Road Diesel Engines (SOON Program).

Air Quality-Related Energy Policy

In 2011, the SCAQMD Board adopted an Air Quality-Related Energy Policy (SCAQMD, 2011) that integrates air quality, energy, and climate change issues in a coordinated and consolidated manner. The Energy Policy presents policies to guide and coordinate SCAQMD efforts and actions to support the policies.

For the proposed parking structure project, the following policies and actions from the SCAQMD Air Quality-Related Energy Policy are relevant to GHG emissions:

Relevant Policies:

Policy 1 – Promote zero and near-zero emission technologies to meet air quality, energy security, and climate change objectives through ultra-clean energy strategies.

Policy 2 – Promote zero and near-zero emission technologies in both stationary and mobile applications to the extent feasible.

Policy 4 – Promote demand-side management programs to manage energy demand growth. Such programs include but are not limited to energy conservation, energy efficiency, and load-shifting measures.

Policy 5 – Promote in-Basin distributed electricity generation, with emphasis on distributed renewable electricity generation, to reduce reliance on energy imports or central power plants, and to minimize the air quality, climate, and cross-media environmental impacts of traditional power generation.

Policy 9 – Educate and incentivize the public and businesses to shift toward the lowest emissions technologies, considering emissions of criteria pollutants, toxic air contaminants, greenhouse gases, energy efficiency, and the potential to create local jobs.

Policy 10 – Incorporate energy efficiency and conservation as an emissions reduction strategy for stationary and mobile sources through AQMD's planning, rule-making, advocacy, and CEQA commenting activities.

Relevant Actions:

Action 1 – Advocate for studies on zero and near-zero emission technologies that reduce GHG emissions.

Action 3 – Develop an AQMD action plan to develop and deploy electrification and other zero and near-zero emissions measures for various sectors.

Action 9 – Partner with local utilities and local government stakeholders to promote energy conservation and efficiency.

These policies and actions aim to reduce GHG emissions from the proposed project's energy use and operations, focusing on energy efficiency, electrification, and the adoption of low-emission technologies.

4.8.2.4 Local Regulations

The City of Fountain Valley's General Plan Update EIR (City of Fountain Valley, 2023) includes goals and policies in several elements that also reduce GHG emissions:

Open Space and Conservation Element

- **Policy OSC-3.2** Alternative fueled vehicles. Support and facilitate the expansion of infrastructure for alternatively fueled public and private automobiles and trucks to reduce vehicle emissions and improve local and regional air quality.
- **Policy OSC-3.3** Energy and water conservation. Encourage new development and substantial rehabilitation projects to exceed energy and water conservation and reduction standards set in the City's Municipal Code and the California Building Code.
- **Policy OSC-3.8** Renewable energy. Promote the use of renewable energy sources to serve public and private sector development to reduce reliance on fossil fuels and increase resiliency during prolonged and excessively high temperatures.

4.8.3 Impact Thresholds

The following thresholds of significance are based on criteria in **Appendix G** of the State CEQA Guidelines. A project has the potential to create a significant environmental impact if it would:

- Generate GHG emissions, either directly or indirectly, that may have a significant impact on the environment; or
- Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing emissions of GHG.

4.8.4 Impact Analysis

a) Would the project generate GHG emissions, either directly or indirectly, that may have a significant impact on the environment?

Less than Significant Impact

California has enacted several laws related to GHG emissions and climate change. Much of this legislation sets aggressive goals for GHG reductions within the state. Per Senate Bill 97, the California Natural Resources Agency adopted amendments to the CEQA Guidelines, which address the specific obligations of public agencies when analyzing GHG emissions under CEQA to determine a project's effects on the environment. However, neither a threshold of significance nor any specific mitigation measures are included or provided in these CEQA Guideline amendments.

GHG Significance Threshold

Neither the City of Fountain Valley, the SCAQMD, nor the State CEQA Guidelines Amendments has adopted quantitative thresholds of significance for addressing a project's GHG emissions. Nonetheless, § 15064.4 of the CEQA Guidelines serves to assist lead agencies in determining the

significance of the impacts of GHGs. As required in § 15064.4 of the CEQA Guidelines, this analysis includes an impact determination based on (1) an estimate of the amount of GHG emissions resulting from the Project; (2) a qualitative analysis or performance-based standards; (3) quantification of the extent to which the Project increases GHG emissions as compared to the existing environmental setting; and (4) the extent to which the Project complies with regulations or requirements adopted to implement a statewide, regional, or local plan for the reduction or mitigation of GHG emissions.

SCAQMD's guidance (SCAQMD, 2008) uses a tiered approach rather than a single numerical emissions threshold. If a project's GHG emissions "fail" the non-significance of a given tier, then one goes to the next tier.

The threshold selected for this analysis is Tier 3, which establishes a screening significance threshold level to determine significance using a 90 percent emission capture rate. For Tier 3, the SCAQMD estimated that at a threshold of approximately 3,000 metric tons (tonnes) CO_2e per year emissions would capture 90 percent of the GHG emissions from new residential or commercial projects.

The present analysis uses 3,000 tonnes of CO_2e per year as the significance threshold under the first impact criterion in **Section 4.8.3.**

Construction GHG Emissions

Construction is an episodic, temporary source of GHG emissions. Emissions are generally associated with the operation of construction equipment, the import or export of soil, and the disposal of construction waste. To be consistent with the guidance from the SCAQMD for calculating criteria pollutants from construction activities, only GHG emissions from onsite construction activities and offsite hauling and construction worker commuting are considered as project generated. As explained by the California Air Pollution Control Officers Association (CAPCOA) in its 2008 white paper (CAPCOA, 2008), the information needed to characterize GHG emissions from the manufacture, transport, and end-of-life of construction materials would be speculative at the CEQA analysis level; CEQA does not require an evaluation of speculative impacts (CEQA Guidelines § 15145). Therefore, the construction analysis does not consider such GHG emissions but does consider non-speculative onsite construction activities, and offsite hauling and construction worker trips. All GHG emissions are identified on an annual basis.

Estimated GHG emissions from the Orange Coast Memorial Medical Center Project's onsite and offsite project construction activities were calculated using the California Emissions Estimator Model (CalEEMod), Version 2022.1.1.29 (CAPCOA, 2024), which was described in **Section 4.3.7**. The results of this analysis are presented in **Table 4.8-1**. The total construction GHG emissions would be **525 metric tons**. Consistent with SCAQMD recommendations and to ensure that construction emissions are assessed in a quantitative sense, construction GHG emissions have been amortized over 30 years. The amortized value for the project is **17.5 $MTCO_2e$**.

Table 4.8-1
PROJECT CONSTRUCTION-RELATED GHG EMISSIONS

Year	Annual Emissions (MT)			
	CO_2	CH_4	N_2O	CO_2e
2026	514	0.02	0.03	525

Source: Calculated by UltraSystems with CalEEMod (Version 2022.1.1.29) (CAPCOA, 2024).

Modeling results are in **Appendix B.** For each operational year, the amortized emissions of **17.5 $MTCO_2e$** would be far below the threshold of 3,000 MT of CO_2e per year and therefore would be less than significant. No mitigation is necessary**.**

Operational GHG Emissions

The proposed Project would build a five-level parking structure (one underground level, one at-grade level, and three above-ground levels, including the rooftop level) with 784 parking spaces; the site is currently developed with a surface parking lot with 231 spaces, which would result in operational emissions from area sources and energy demand.[22] The project would not produce net regional mobile emissions because medical and support staff would be making the same number of trips whether they parked at existing lots on the medical center campus or in the new structure. Therefore, mobile source emissions were not included in the results. The same is true for solid waste generation. The operational GHG emissions calculated by CalEEMod Version 2022.1.1.29 (CAPCOA, 2024) are shown in **Table 4.8-2**. Total annual unmitigated emissions from the Project, including the amortized construction emissions, would be **235.16 $MTCO_2e$ per year**.[23]

Table 4.8-2
PROJECT OPERATIONAL GHG EMISSIONS

Emissions Source	Estimated Project Generated CO_2e Emissions (Metric Tons per Year)
Area Sources	6.28
Energy Demand (Electricity & Natural Gas)	211
Mobile (Motor Vehicles)	0
Solid Waste Generation	0
Water Demand	0.38
Construction Emissions[a]	17.5
Total	**235.16**

[22] The GHG emissions modeling is based on 862 parking spaces, from a previous plan for the proposed project.
[23] Calculations are provided in **Appendix B**.

Emissions Source	Estimated Project Generated CO_2e Emissions (Metric Tons per Year)

[a]*Total construction GHG emissions were amortized over 30 years and added to those resulting from the operation of the project.*
Source: Calculated by UltraSystems with CalEEMod (Version 2022.1.1.29) (CAPCOA, 2024)

Therefore, under the first significance criterion, GHG emissions would be less than significant, and no mitigation is necessary.

b) Would the project conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of GHG?

Less than Significant Impact

The City of Fountain Valley does not have an adopted climate action plan. An approach to identifying potential conflict with GHG reduction plans, policies, or regulations is to examine the updated General Plan provisions that prescribe or enable GHG emissions control. The Final EIR for the General Plan Update (City of Foutain Valley, 2023) lists policies in the General Plan Update that reduce GHG emissions and help quantify emissions reductions. However, the policies prescribe actions to be taken by the City and not measures to be implemented by a project proponent. Nevertheless, the proposed project would not conflict with any of the GHG emission reduction policies. As was demonstrated in **Section 4.11,** the proposed project site has a general plan land use designation and zoning district of the Orange Coast Memorial Medical Center Specific Plan (Specific Plan). The proposed project would be developed in conformance with the goals and objectives of the Specific Plan as there would be no change of use, but continuation of the same medical uses as designated in the Specific Plan. Implementation of the proposed project would result in less than significant impacts in relation to consistency with local land use policies or regulations. Therefore, the project would not hinder the GHG emission reductions of the General Plan Update.

4.9 Hazards and Hazardous Materials

Would the project:	Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?			**X**	
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?			**X**	
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one quarter mile of an existing or proposed school?			**X**	
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?				**X**
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?				**X**
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?			**X**	
g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?				**X**

a) Would the project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

Less Than Significant Impact

Construction

Construction of the project would involve the use of hazardous materials, including fuels, oils, greases, paints and other architectural coatings, fertilizers, and pesticides. These materials would be stored and used in compliance with existing regulations of several agencies, including the US Environmental Protection Agency (USEPA), US Department of Transportation, California Department of Toxic Substances Control, Occupational Health and Safety Administration, Division of Occupational Safety and Health, California Environmental Protection Agency (California EPA) and the Orange

County Environmental Health Division (EHD).[24] Construction workers and contractors would be trained on the regulatory requirements for transporting, storing, using, and disposing of hazardous materials. Impacts would be less than significant.

Operation

As a parking structure, a minimal amount of hazardous materials such as paints, cleansers, and pesticides would be stored on site. These materials would be stored and used in accordance with the existing regulations of the agencies identified above. Impacts arising from routine transport, storage, and use of hazardous materials would be less than significant.

b) Would the project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

Less Than Significant Impact

Construction

Construction of the project would involve the use of hazardous materials. The project construction contractor would maintain equipment and supplies to contain and clean hazardous materials spills on site. The construction contractor would train construction workers on the containment and cleanup of small spills of hazardous materials and would notify the EHD immediately in case of a release of hazardous materials of quantity and/or toxicity that construction workers could not safely contain and clean up. The impacts resulting from accidental releases of hazardous materials would be less than significant.

Operation

As a parking structure, project operation would involve the use of only small amounts of hazardous materials for cleaning and maintenance purposes, such as paints, cleaners, solvents, pesticides, and fertilizers. Materials would be stored and disposed of according to the instructions on the product labels, which, in turn, would comply with the regulations of agencies such as the USEPA and the California EPA. Therefore, no hazardous material releases in quantity or toxicity that could pose substantial hazards to the public or the environment are expected to occur. Impacts would be less than significant.

c) Would the project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

Less Than Significant Impact

Fountain Valley High School, located at 17816 Bushard Street, is the only school within a one-quarter mile radius of the project site, located approximately 900 feet to the northwest. The construction and operation of the project would not emit hazardous emissions or handle hazardous materials that

[24] The Orange County Environmental Health Division (EHD) is the Certified Unified Program Agency (CUPA) for Orange County; the Certified Unified Program coordinates and makes consistent enforcement of several state and federal regulations governing hazardous materials.

would pose substantial health hazards to people at Fountain Valley High School, due to the distance to the school from the site of the project. The impacts would be less than significant.

d) Would the project be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

Less than Significant Impact

Government Code § 65962.5 requires the Department of Toxic Substances Control (DTSC) to compile and update, at least annually, lists of the following:

- Hazardous waste and substances sites from the DTSC EnviroStor database.
- Leaking Underground Storage Tank (LUST) sites by county and fiscal year in the State Water Resources Control Board (SWRCB) GeoTracker database.
- Solid waste disposal sites identified by SWRCB with waste constituents above hazardous waste levels outside waste management units.
- SWRCB Cease and Desist Orders (CDOs) and Cleanup and Abatement Orders (CAOs).
- Hazardous waste facilities subject to corrective action pursuant to 25187.5 of the Health and Safety Code, identified by DTSC.

These lists are collectively referred to as the "Cortese List." The project site is not included on the Cortese List. Sites in the vicinity of the proposed project which are on the Cortese List are shown in **Table 4.9-1** below and mapped on **Figure 4.9-1** below.

Table 4.9-1
CORTESE SITES WITHIN 0.5 MILE OF THE PROJECT SITE

Site Name Address Distance and Direction from Permanent TMF site	Additional Information
GeoTracker	
Orange Coast Memorial Hospital 9920 Talbert Avenue 160 feet east	Permitted underground storage tank
Burke Comp/ Aluma System 11140 Talbert Avenue 640 feet east	Leaking Underground Storage Tank (LUST) site Release of other solvent- or nonpetroleum hydrocarbon-affected soil Case closed 2006
UNOCAL #4928 18025 Brookhurst Street 700 feet east	LUST site Gasoline release affected groundwater other than drinking water Case closed 1995
Chevron #9=7347 17971 Brookhurst Street 770 feet east	LUST site Gasoline release affected groundwater other than drinking water. Case closed 2007

Site Name Address Distance and Direction from Permanent TMF site	Additional Information
Texaco 17966 Brookhurst Street 890 feet east	LUST site The release of gasoline, MTBE / TBA / other fuel oxygenates affected groundwater other than drinking water. Case closed 2016
	LUST site Release of waste oil / motor / hydraulic / lubricating affected groundwater other than drinking water. Case closed 1986
NB Oil Company, Inc., # 1 17966 Brookhurst Street 890 feet east	Permitted underground storage tank
Fountain Valley Fuels, Inc. 17971 Brookhurst Street 920 feet northeast	Permitted underground storage tank
Fountain Valley Plaza 18120 Brookhurst Street 1,150 feet southeast	Cleanup Program Site Contaminants of concern; Volatile Organic Compounds (VOCs) Media of concern unspecified Case closed 1996
Fountain Valley High School 17816 Bushard Street 1,580 feet north	LUST site See EnviroStor listing below (†)
Royal Cleaners 18449 Brookhurst Stret 1,630 feet south	Cleanup Program Site Case closed 2002
Fountain Valley Promenade 18449 Brookhurst Street 2,150 feet south	Cleanup Program Site Case open, remediation 2020
Arco #1912 18480 Brookhurst Street 2,500 feet south	LUST site Case open, remediation 2002
Beacon Bay Auto Wash 10035 Ellis St 2,580 feet southeast	LUST site Gasoline release affected groundwater other than drinking water Case closed 2006
Fountain Valley Brookhurst & Slater 17570 Brookhurst Street 2,580 feet northeast	Cleanup Program Site Case closed 2014
Arco #6116 17520 Brookhurst Street 2,650 feet northeast	LUST site Contaminants of concern gasoline, MTBE / TBA / other fuel oxygenates, waste oil / motor / hydraulic / lubricating; affected groundwater other than drinking water Case closed 2015
EnviroStor	

Site Name Address Distance and Direction from Permanent TMF site	Additional Information
Fountain Valley Promenade 18449 Brookhurst Street 850 feet southeast	Voluntary Agreement Site Dry-cleaning business onsite Site may be contaminated with hazardous substances, including VOCs Assessment is underway
Fountain Valley High School (Non-UST Area) 17816 Bushard Street 1,100 feet north	School investigation Soil investigation for possible impacts from UST No further action 2005
Fountain Valley High School † (UST Area) 17816 Bushard Street 1,580 feet north	School investigation Soil investigation for possible impacts from UST No further action 2013

Sources: SWRCB, 2025; DTSC, 2025

Table 4.9-1 identifies 15 sites within 0.5 mile of the project site. However, none of the above-listed sites are considered to be environmental concerns for the project site: one assessment is currently underway at the Fountain Valley Promenade; remediation was conducted at Arco Station #1912 in 2002; three are permitted underground storage tanks; and nine are closed cases.[25] Therefore, impacts would be less than significant.

e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?

No Impact

The nearest public-use airport to the project site is John Wayne Airport, approximately 5.3 miles to the southeast. The project site is outside of the John Wayne Airport zones where land uses are regulated to minimize aviation-related hazards to persons on the ground, and outside of noise compatibility contours for the airport (OCALUC, 2008). Proposed project development would not cause airport-related hazards or excessive noise to persons at the project site. No impact would occur.

[25] A *no further action* determination issued by DTSC signifies case closure.

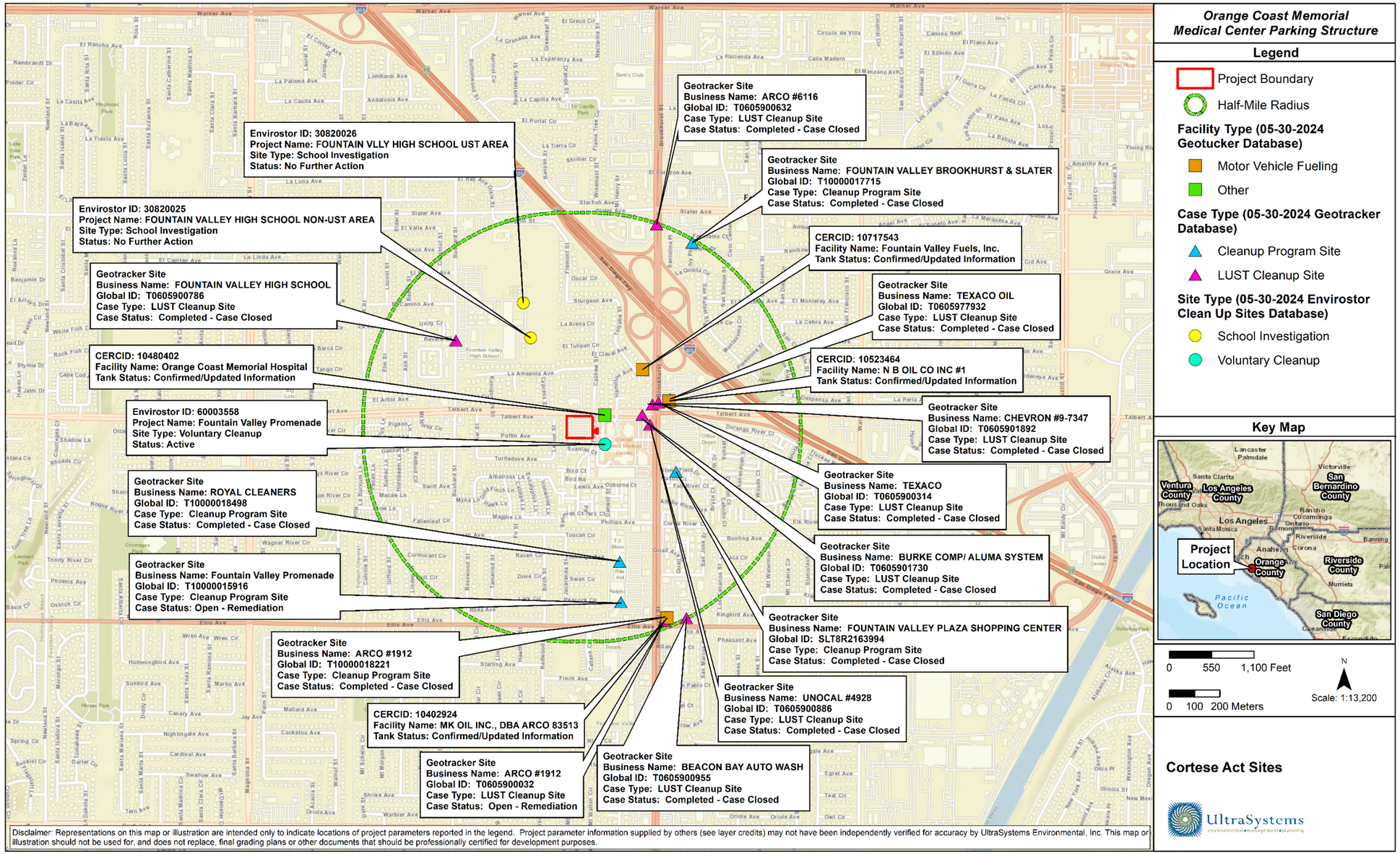
f) Would the project affect the implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

Less than Significant Impact

Construction

The Unified County of Orange and Orange County Operational Area Emergency Operations Plan (EOP) was adopted in February 2019. As detailed in **Section 4.17**, project-related construction on the right-of-way (ROW) of Talbert Avenue and/or Foster Street next to the project site could temporarily affect street traffic. The construction of the proposed project could temporarily reduce the number of lanes or close a portion of Talbert Avenue or Foster Street. The City requires that projects that perform construction work on City ROW obtain Encroachment Permits approved by the Public Works Engineering Division, which will ensure that emergency access will be maintained. Compliance with city requirements for traffic management during construction in the public ROW would ensure that the project would have a less than significant impact.

Figure 4.9-1
CORTESE SITES



Operation

Project operation would not block traffic on Talbert Avenue or Foster Street. The proposed project would provide emergency access to the site in compliance with California Fire Code § 503. Therefore, the impacts would be less than significant.

g) Would the project expose people or structures, either directly or indirectly, to a significant risk of loss, injury, or death involving wildland fires?

No Impact

The project site is not in or near a very fire hazard severity zone (VFHSZ) within a Local Responsibility Area (SRA), or within a State Responsibility Area (SRA) mapped by CAL FIRE, and as reviewed in **Section 4.20**. The nearest VHFHSZ in LRA to the project site is approximately 7.2 miles southeast of the project site, with the nearest SRA in the City of Newport Beach approximately 11.5 miles southeast. Therefore, the proposed project would have no impact.

4.10 Hydrology and Water Quality

Would the project:	Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?			**X**	
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?			**X**	
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:			**X**	
i) result in substantial erosion or siltation on or offsite;			**X**	
ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;			**X**	
iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff; or			**X**	
iv) impede or redirect flood flows?				**X**
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?				**X**
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?			**X**	

a) Would the project violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?

The information in this Section is based on the following two technical reports:

Preliminary Wateer Quality Management Plan, Orange Coast Memorial Medical Center Parking Structure. Prepared by Tait & Associates, Inc., dated March 11, 2024. Prepared for Orange Coast Memorial Medical Center. A complete copy of this Report is included as **Appendix F.**

Hydrology Summary, Orange Coast Memorial Medical Center Parking Structure. Prepared by Tait & Associates, Inc., dated March 11, 2024. Prepared for Orange Coast Memorial Medical Center. A complete copy of this Report is included as **Appendix G.**

Less than Significant Impact

The California State Water Resources Control Board requires its nine Regional Water Quality Control Boards (RWQCBs) to develop water quality control plans (Basin Plans) designed to preserve and enhance water quality and protect the beneficial uses of all Regional waters. Specifically, Basin Plans designate beneficial uses for surface waters and groundwater, set narrative and numerical objectives that must be attained or maintained to protect the designated beneficial uses and conform to the State antidegradation policy, and describe implementation programs to protect all waters in the Regions (RWQCB 1995). In addition, Basin Plans incorporate by reference all applicable State and Regional Board plans and policies, and other pertinent water quality policies and regulations. The proposed project is under the jurisdiction of the Santa Ana (Region 8) RWQCB.

As shown in **Figure 10.4-1,** *USGS Surface Waters and Watersheds*, the project site is located within the USGS Greenville Banning Channel-Santa Ana River Subwatershed (HU Code 180702031003). The Santa Ana River Watershed drains portions of San Bernardino, Riverside, and Orange counties, and a small part of eastern Los Angeles County, extending from portions of the San Bernardino and San Gabriel Mountains to the Pacific Ocean, spanning approximately 2,650 square miles. The Santa Ana River, over 100 miles in length, discharges into the Pacific Ocean at the City of Huntington Beach (USEPA, 2022). Under existing conditions, stormwater generated on the project site drains to a parkway drain in the northwest corner of the site and a catch basin in the northeast part of the site, both of which discharge into a storm drain in Talbert Avenue north of the site (Tait and Associates, 2024, p. 2). The storm drain in Talbert Avenue is tributary to Talbert Channel, which discharges into the Pacific Ocean (Tait and Associates, 2024, p. 1).

Development of the project has the potential to result in two types of water quality impacts: (1) short-term impacts due to construction-related discharges; and (2) long-term impacts from operation. Temporary soil disturbance would occur during project construction due to earth-moving activities such as excavation and trenching for foundations and utilities, soil compaction and moving, cut and fill activities, and grading. Disturbed soils are susceptible to high rates of erosion from wind and rain, resulting in sediment transport via stormwater runoff from the project area. Erosion and sedimentation affect water quality of receiving waters through interference with photosynthesis, oxygen exchange, and respiration, growth, and reproduction of aquatic species. Runoff from construction sites may include sediments and contaminants such as oils, fuels, paints, and solvents. Additionally, other pollutants such as nutrients, trace metals, and hydrocarbons can attach to sediment and be carried by stormwater into storm drains which discharge eventually to the Pacific Ocean.

Spills and mishandling of construction materials and waste may also potentially leave the project site and negatively impact water quality. The use of construction equipment and machinery may cause contamination from petroleum products, hydraulic fluids, and heavy metals. Contamination from building preparation materials such as paints and solvents, and landscaping materials such as fertilizers, pesticides, and herbicides, may also degrade water quality during project construction.

Trash and demolition debris may also be carried into storm drains and discharged into receiving waters.

Construction Pollutants Control

The project proponent is required by the California State Water Resources Control Board (SWRCB) to obtain coverage under the General Permit for Discharges of Storm Water Associated with Construction Activity (Construction General Permit Order 2022-0057-DWQ, as authorized by Section 402 of the Clean Water Act, National Pollution Discharge Elimination System [NPDES] for projects which will disturb one or more acres of soil during construction). The Construction General Permit requires potential dischargers of pollutants into Waters of the U.S. (WOUS) to prepare a site-specific Stormwater Pollution Prevention Plan (SWPPP), which establishes enforceable limits on discharges, requires effluent monitoring, designates reporting requirements, and requires construction BMPs to reduce or eliminate point and non-point source discharges of pollutants. Additionally, BMPs must be maintained, inspected before and after each storm, and repaired or replaced as necessary. Construction BMPs are grouped in the following six categories:

- **Erosion Control BMPs**: prevent detachment of soil particles from soil surface by covering soil or adding binders to soil.

- **Sediment Control BMPs:** Filter out soil particles that have been detached and transported in water; and barriers blocking sediment from entering waterways and storm drains.

- **Wind Erosion Control BMPs:** BMPs include watering; other BMPs are similar to erosion control BMPs.

- **Tracking Control BMPs:** Minimize the tracking of soil offsite by vehicles; BMPs include stabilized construction roadways and entrances/exits, and tire washes.

- **Non-Storm Water Management Control BMPs:** Prohibit discharge of materials other than stormwater, such as discharges from the cleaning, maintenance, and fueling of vehicles and equipment. Conduct operations in ways that minimize non-stormwater discharges and contamination of any such discharges.

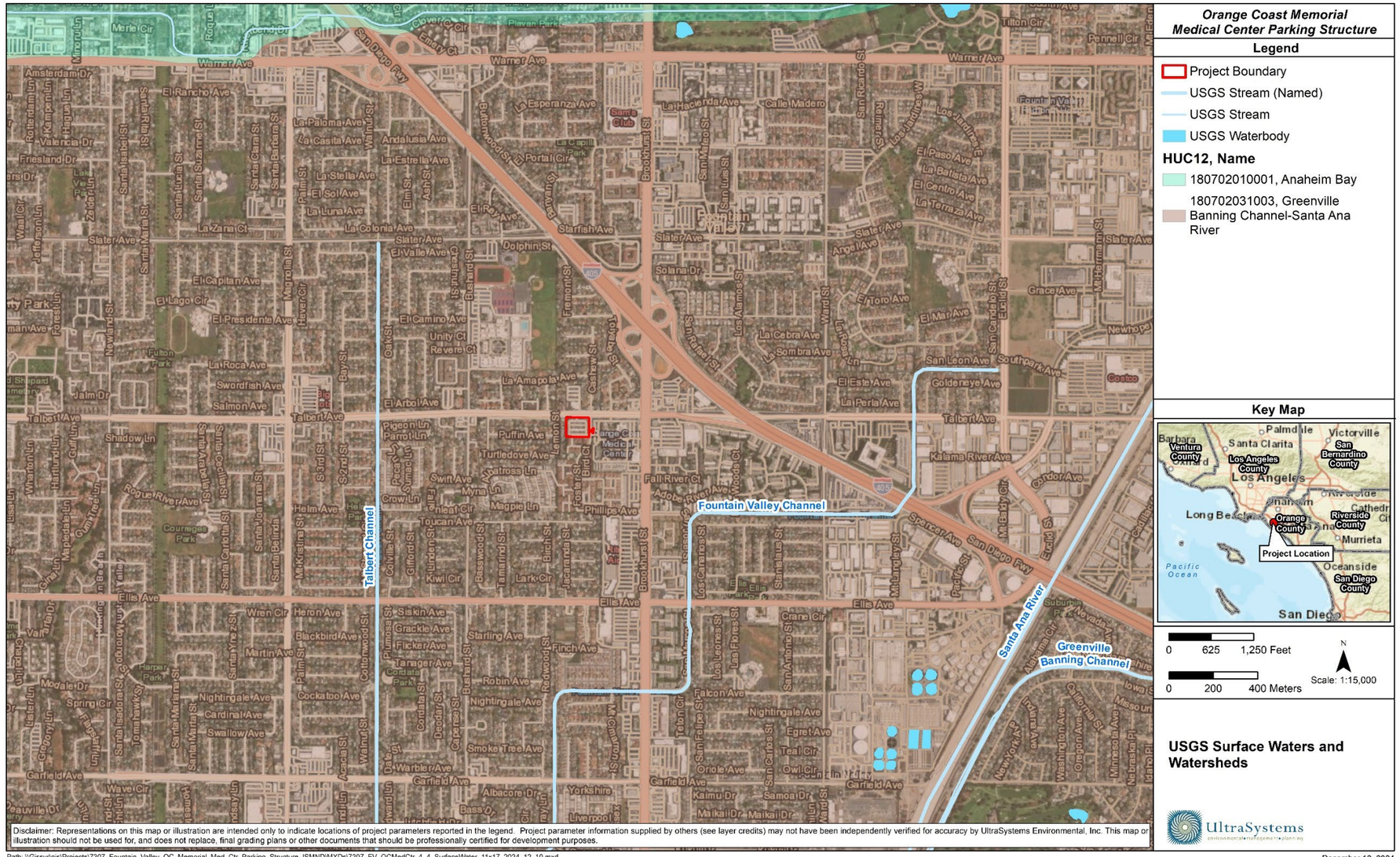
- **Waste Management and Control BMPs:** Management of materials and wastes to avoid contamination of stormwater (CASCA, 2023).

Because the project is required by the SWRCB to comply with all applicable conditions of Construction General Permit Order 2022-0057-DWQ, potential violations of water quality standards or waste discharge requirements during project construction would be less than significant.

Operational Pollutant Controls

The Orange County NPDES Permit (NPDES No. CAS618036) and Waste Discharge Requirements Area Wide Urban Storm Water Runoff Management Program regulates, through Order No. R8 2010 0062, the discharge of pollutants into Waters of the U.S. (WOUS) through stormwater and urban runoff conveyance systems, including flood control facilities. These conveyance systems are commonly referred to as municipal separate storm sewer systems (MS4s), or storm drains. Thus, the NPDES Permit is also referred to as an MS4 Permit.

Figure 4.10-1
USGS SURFACE WATERS AND WATERSHEDS



Pursuant to the MS4 Permit, Principal Permittees (i.e., Orange County and the Orange County Flood Control District) and Co-Permittees (the City of Fountain Valley is a Co-Permittee) must regulate discharges of pollutants in urban runoff from man-made sources into storm water conveyance systems within their jurisdiction.

New development and redevelopment can significantly increase pollutant loads in stormwater and urban runoff, because increased population density results in proportionately higher levels of vehicle emissions, vehicle maintenance wastes, municipal sewage wastes, household hazardous wastes, fertilizers, pet waste, trash, and other pollutants (RWQCB, 2010). The Orange County MS4 Permit requires new development and significant redevelopment projects to incorporate post construction low impact development BMPs into project design to comply with the local Water Quality Management Plan (WQMP) to reduce or eliminate the quantity, and improve the quality of, stormwater being discharged from the project site.

A preliminary WQMP (Tait and Associates, 2024) has been prepared for the proposed project and is included herein as **Appendix F**. The MS4 and the associated WQMP require the implementation of Low Impact Development (LID) features to ensure that most stormwater runoff is treated and retained onsite. BMPs prescribed by the WQMP are summarized below.

Structural Source Control BMPs

Source control BMPs reduce the potential for pollutants to enter runoff. Source control BMPs are divided into two categories: structural and nonstructural. Structural source control BMPs prescribed for the project include storm drain system stenciling; use efficient irrigation systems and landscape design, water conservation, smart controllers, and source control; and dispersal of impervious areas (that is, use of roof drains to separate drainage from the roof of the parking structure from drainage from other impervious areas onsite) (Tait and Associates, 2024a, pp. 10 and 16-17).

Nonstructural Source Control BMPs

The WQMP also contains non-structural source control BMPs including BMP maintenance, litter/debris control, employee training, catch basin inspection program, street sweeping of private streets and parking lots, and complying with all applicable NPDES permits (Tait and Associates, 2024a, p. 14).

Biotreatment BMP

The project WQMP prescribes use of a biotreatment BMP, a modular wetland system in the northeast corner of the site. Drainage from the roof drains will be conveyed underground to the modular wetland system (Tait and Associates, 2024, p. 2). Biotreatment BMPs are highly effective at removing sediment, trash, metals, bacteria, oil and grease, and organics, and moderately effective at removing nutrients (CASQA, 2003, p. TC-32-1).

With implementation of construction and operational BMPs, potential impacts to water quality would be less than significant and mitigation is not required.

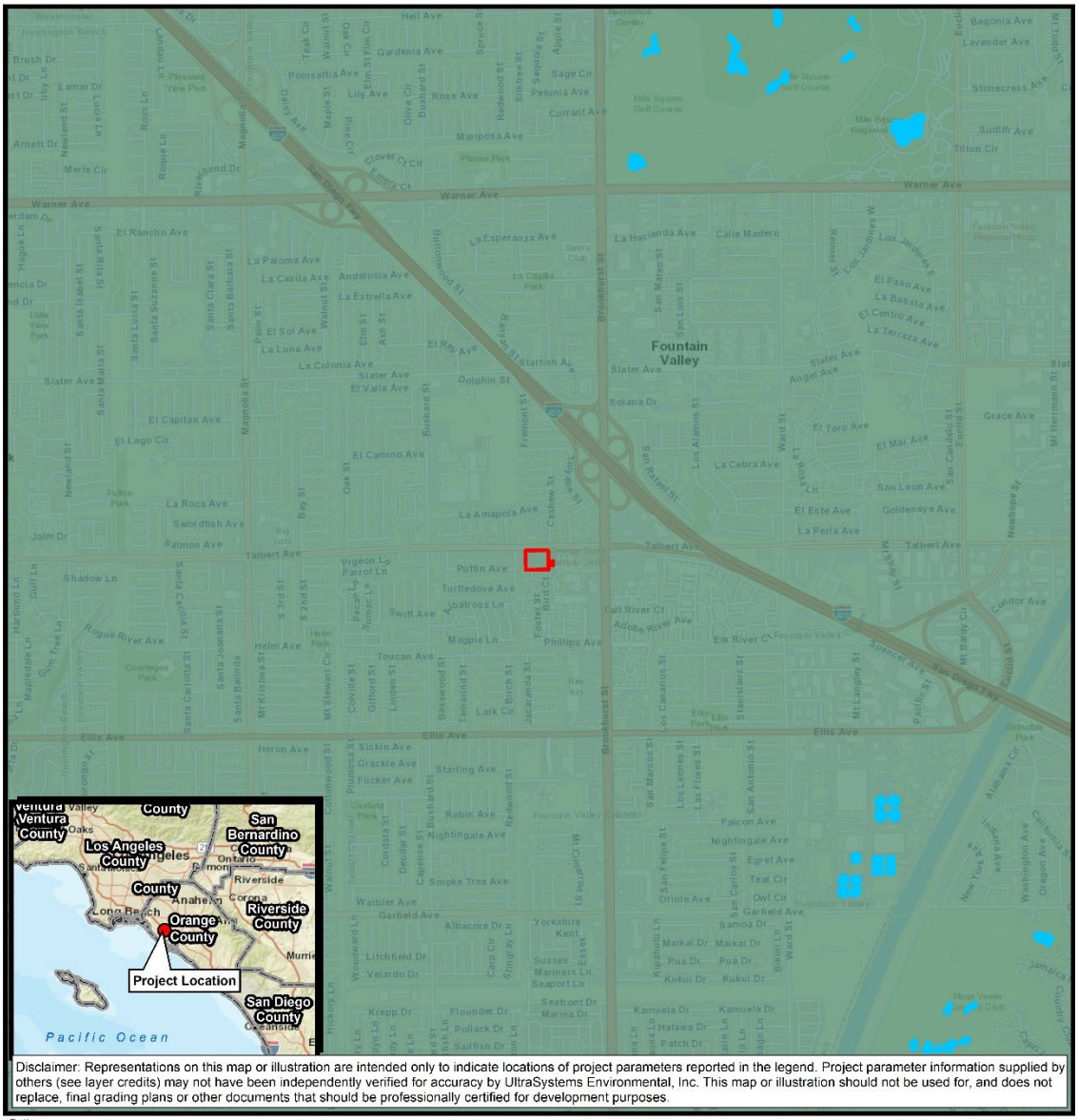
b) Would the project substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?

Less than Significant Impact

The project site is in the Coastal Plain of Orange County Groundwater Basin (Basin; DWR, 2024), as shown on **Figure 4.10-2**. The City of Fountain Valley provides water to OCMC. The City of Fountain Valley's water sources consist of imported water, local groundwater, and recycled water (City of Fountain Valley, 2021, p. 6-1). The City forecasts that it will have sufficient water supplies to meet demands over the 2025-2045 period (City of Fountain Valley, pp. 7-8 through 7-10). Groundwater levels in the Basin are managed within a safe basin operating range to protect the long-term sustainability of the Basin and to protect against land subsidence. OCWD regulates groundwater levels in the Basin by regulating the annual amount of pumping (City of Fountain Valley, 2021, p. 6-13). The project would not include fixtures, such as kitchens and restrooms, that would use potable water. Project operation would use a small amount of water for landscape irrigation. Project development would not substantially decrease groundwater supplies or interfere substantially with groundwater recharge. The project would have a less than significant impact in this regard and mitigation is not required.

c) Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:

Figure 4.10-2
GROUNDWATER BASIN



i) Result in substantial erosion or siltation on or offsite;

Less Than Significant Impact

Project development would not substantially alter the existing drainage pattern onsite. The project site is relatively flat, with elevations ranging from approximately 22 to 24 feet above mean sea level (amsl) [Tetra Tech, 2023, p. 4]. Existing site drainage is via sheet flow to a parkway drain and a catch basin, both at the north edge of the site, and both of which discharge into an existing storm drain in Talbert Avenue north of the site (Tait and Associates, 2024b, p. 2). At project completion drainage from the proposed parking structure would sheet flow to roof drains that would discharge at grade and flow to a Modular Wetland System in the northeast corner of the project site. The Modular Wetland System will discharge to the existing catch basin at the northeast of the site, and then to the existing storm drain north of the site in Talbert Avenue (Tait and Associates, 2024b, p. 2). As shown below in **Table 4.10-1**, discharges from the Modular Wetland system would be at slightly lower rates than the existing runoff rate from the site.

Table 4.10-1
DRAINAGE FLOW RATES, CUBIC FEET PER SECOND (cfs)

	2-year storm	25-year storm
Existing Conditions	3.14	6.97
Post-Project Conditions	2.91	6.62

Source: Tait & Associates, 2024b

Construction

Project site grading and project construction would involve extensive soil disturbance and thus could cause severe erosion if effective erosion control measures were not used. Erosion control, sediment control, and wind erosion control BMPs that would be used during project construction are described above in Section 4.10.a. Impacts would be less than significant after implementation of BMPs during project construction.

Operation

At project completion the entire site would be developed with the parking structure, driveways, landscaping, and walkways. No land would be left bare and susceptible to erosion. Project operation would not cause substantial erosion, and impacts would be less than significant.

ii) Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite;

iii) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?

Less than Significant Impact

The project site is in Federal Emergency Management Agency (FEMA) Shaded Zone X flood hazard area, indicating that the area is protected from 100-year floods by a levee (FEMA, 2024). Existing site drainage is via sheet flow to a parkway drain and a catch basin, both at the north edge of the site, and both of which discharge into an existing storm drain in Talbert Avenue north of the site (Tait and Associates, 2024b, p. 2). At project completion the proposed parking structure would sheet flow to roof drains that would discharge at grade and flow to a Modular Wetland System in the northeast corner of the project site. The Modular Wetland System will discharge to the existing catch basin at the northeast of the site, and then to the existing storm drain north of the site in Talbert Avenue (Tait and Associates, 2024b, p. 2).

The peak flow rate from the project site from a two-year, 24-hour storm would be reduced from 1.80 cubic feet per second (cfs) in existing conditions to 1.67 cfs in post-project conditions, and the drainage volume from such a storm would be reduced from 4,992 cubic feet in existing conditions to 4,058 cubic feet in post-project conditions (Tait and Associates, 2024b, p. 4). Project development would not cause flooding on- or off-site and would not exceed the capacity of existing or planned drainage systems.

Project development would not provide substantial additional sources of polluted runoff, as substantiated above in Section 4.10.a.

iv) Impede or redirect flood flows?

No Impact

The project site is in Federal Emergency Management Agency (FEMA) Shaded Zone X flood hazard area, indicating that the area is protected from 100-year floods by a levee; see **Figure 4.10-3** (FEMA, 2024). The project site is outside of 100-year flood zones and project development would not impede or redirect flood flows. No impact would occur, and mitigation is not required.

d) In flood hazard, tsunami, or seiche zones, would the project risk release of pollutants due to project inundation?

No Impact

The project site is in Federal Emergency Management Agency (FEMA) Shaded Zone X flood hazard area, indicating that the area is protected from 100-year floods by a levee (FEMA, 2024). The project site is outside of 100-year flood zones and project development would not risk release of pollutants due to site flooding.

Tsunami

A tsunami is a series of ocean waves caused by a sudden displacement of the ocean floor, most often due to earthquakes. The project site is outside of tsunami inundation zones, and the nearest such zone is about two miles south of the site in the Santa Ana River channel (CGS, 2024).

Seiche

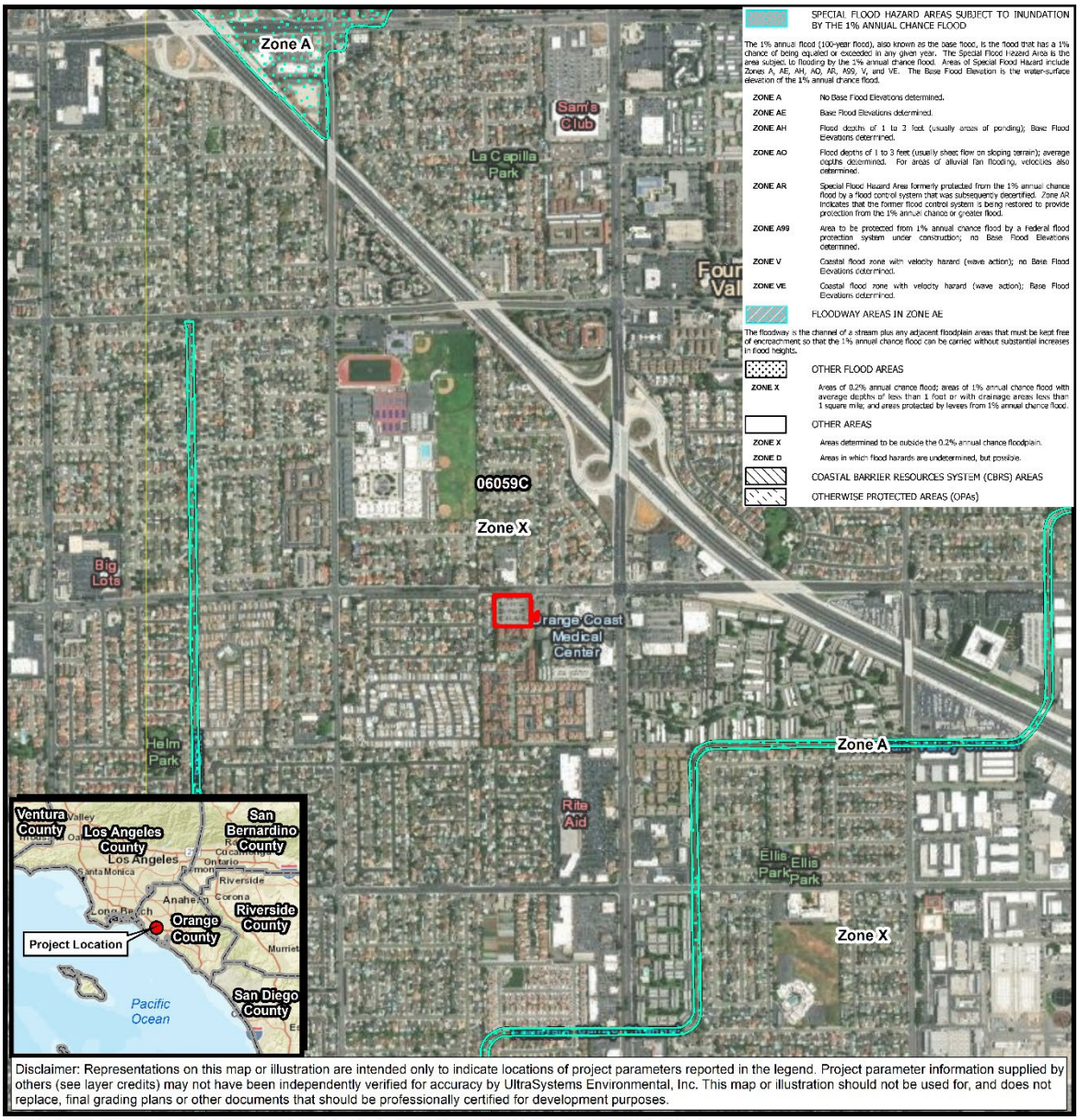
A seiche is a surface wave created when an inland water body is shaken, usually by an earthquake. No water bodies are close enough to the project site that project development would risk release of pollutants due to site flooding, and no impact would occur.

e) Would the project conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?

Less than Significant Impact

The water quality control plan in effect for the project region is the Water Quality Control Plan (Basin Plan) for the Santa Ana River Basin issued by the Santa Ana RWQCB in 2019. The project applicant would comply with the Basin Plan through implementation of the Preliminary WQMP described above. In 2017, the agencies within the Coastal Plain of Orange County Groundwater Basin led by the Orange County Water District collaborated to submit an Alternative to a Groundwater Sustainability Plan titled the "Basin 8-1 Alternative" to meet Sustainable Groundwater Management Act compliance. Project impacts on groundwater supplies and recharge would be less than significant, as substantiated above in Section 4.10.b.

Figure 4.10-3
FEMA FLOOD ZONES MAP



4.11 Land Use and Planning

Would the project:	Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Physically divide an established community?				**X**
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?			**X**	

a) Would the project physically divide an established community?

No Impact

The project site is bordered by single-family residences to the west, additional single-family residences, and a church are located to the north across Talbert Avenue, a parking lot associated with Orange Coast Medical Center (OCMC) to the east, and multi-family residential properties to the south. The site is a surface parking lot that is secured with fencing on the western and southern boundaries and does not serve as access between the adjacent residential neighborhoods. Therefore, the proposed project will not result in the physical division of an established community, and no significant impacts are anticipated.

b) Would the project cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?

Less than Significant Impact

The project site has a general plan land use designation and zoning designation of Orange Coast Memorial Medical Center Specific Plan (Specific Plan). The proposed project would be implemented in accordance with the Specific Plan.

The Specific Plan considers the current facilities, the potential for expansion or redevelopment of certain structures, and the additional facilities that are slated for construction in the near and distant future. The Specific Plan functions as a strategic framework to guide the physical development of the project area by regulating new construction and establishing mechanisms to guarantee consistent execution. The following goals have been defined for the Specific Plan:

- Continue to meet the needs of the community and region by providing for appropriate facility expansion, new programs, and services;
- Plan and locate new uses to ensure compatibility with other existing medical facilities;
- Provide for future permitted uses which respond to anticipated needs;
- Ensure that an adequate supporting infrastructure exists to service future development;
- Provide a logical and efficient on-site circulation system, including parking to appropriate service facilities;

- Establish a cohesive and efficient signage program to facilitate on-site circulation and ease of use by medical center patrons;
- Establish a cohesive landscape program that improves the visual appearance of the medical center;
- Provide development standards in support of Specific Plan concepts; and
- Implement the goals, objectives, and policies of the City of Fountain Valley (City of Fountain Valley, 2007, p. 3).

The Specific Plan Development Program contains three major components:

1. A Conceptual Land Use Development Plan
2. A Conceptual Circulation Plan
3. A Conceptual Landscape Plan

Conceptual Land Use Development Plan

The Specific Plan Area is delineated into three planning areas, with the proposed project located in Planning Area 3. This area consists of a 2.3-acre surface parking lot. Currently, the Medical Center has four surface parking lots that provide a total of 537 parking spaces (City of Fountain Valley, 2007).

The proposed project involves the construction of a three-story parking structure, which is designed to accommodate a total of 784 parking spaces. The existing surface lot includes 231 parking spaces; project development would involve the loss of three additional parking spaces, for a total loss of 234 spaces. The project would result in a net increase of 550 parking spaces, increasing the parking capacity to meet current and projected demands. As previously indicated, the proposed project includes an amendment to the Orange Coast Memorial Medical Center Specific Plan to allow the relocation of the Specific Plan's parking structure expansion from Planning Area 1 to Planning Area 3 with an increase of 185,867square feet in parking structure gross floor area (from 107,456 square feet to 293,323 square feet). The amendment is in conformance with the goals of the specific plan as outlined above; therefore, no impact would occur.

Conceptual Circulation Plan

Roads used by development within the Specific Plan Area include Brookhurst Street, Talbert Avenue, Bushard Street, Ellis Avenue, Slater Avenue, and Ward Street. The project will utilize Talbert Avenue, an east-west six-lane divided roadway, classified as a primary arterial and Foster Street (local roadway) within the City of Fountain Valley General Plan Circulation Element.

Currently, there are three access points to the medical center along Talbert Avenue (see **Figure 4.11-1**). Only the western access point, Access Point 1, is affected by the proposed project. It is located approximately 950 feet west of Brookhurst Street and currently allows right-turn ingress movement into the medical center from Talbert Avenue and right-turn only egress.

The Conceptual Circulation Plan also incorporates two access points off Foster Street. Only Access Point 8 is affected by the project. Access Point 8 located approximately 250 feet south of Talbert Avenue on the west side of Foster Street allows right- and left-turn movements into and out of the medical center from Foster Street.

Figure 4.11-1
SELECTED OCMC ACCESS POINTS

The proposed access to the project will be via a two-lane driveway connecting to Foster Street for ingress, with egress occurring through a two-lane, right-out-only driveway leading onto Talbert Avenue. The existing ingress access from Talbert Avenue would be restricted. A pedestrian bridge will provide a connection from the third floor of the parking structure to an elevator and stairs located on the opposite (east) side of Foster Street. The project is located a short distance west of the medical office building at 9900 Talbert Avenue, within the OCMC campus.

Pedestrian travel between the parking structure and the larger campus of OCMC is facilitated by two designated pedestrian pathways; the pedestrian bridge and a crosswalk located on the south side of the intersection of Foster Street and Talbert Avenue.

The project would comply with all the requirements of the Conceptual Circulation Plan of the Specific Plan and is reviewed in more detail in **Section 4.17** of this Initial Study. Therefore, the project would have a less than significant impact.

Conceptual Landscape Plan

The landscape concept for the Orange Coast Memorial Medical Center Specific Plan is designed to establish a unified visual identity that not only complements, but also enhances, the existing landscape characteristics of the facility. The Specific Plan details the following requirements related to the project site.

> *"Talbert Avenue project edge: All development occurring along this north boundary shall maintain a landscaped edge having a minimum depth of 15 feet. Measurement shall be from the street right-of-way. Landscape improvements to the Talbert Avenue related to any new development shall be consistent with the existing theme along Talbert Avenue, or with the approval from the Planning Department" (City of Fountain Valley, 2007, p. 9).*

As outlined in **Section 3.0** of this Initial Study, a comprehensive landscape plan will be implemented along the perimeter of the project site. This landscaping will consist of a variety of trees, shrubs, and grasses placed within designated setbacks. A setback width measuring 23 feet along Talbert Avenue is proposed, exceeding the minimum required 15-foot setback laid out in the Specific Plan. Therefore, there would be a less than significant impact.

4.12 Mineral Resources

Would the project:	Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				**X**
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?				**X**

a) Would the project result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?

b) Would the project result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?

No Impact

The City of Fountain Valley is designated as MRZ-3, which is an area where the available geologic information indicates that while mineral deposits are likely to exist, the significance of the deposit is undetermined. No mineral resources sectors and active or inactive mines are present in the City, and there are no areas in the City designated for mineral resources (City of Fountain Valley, 2007b, p. 12). The mineral land classification report for Orange County is dated 1995 (CGS, 1995); thus, the information presented above from the 2007 EIR for the Orange Coast Memorial Medical Center is still current. The project site is a surface parking lot on a hospital campus; is surrounded by residences to the west and south; and is thus not available for mining. The proposed project would have no significant direct, indirect, or cumulative impact relating to mineral resources.

4.13 Noise

Would the project result in:	Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?			X	
b) Generation of excessive groundborne vibration or groundborne noise levels?			X	
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?				X

4.13.1 Characteristics of Sound

Sound is a pressure wave transmitted through the air. It is described in terms of loudness or amplitude (measured in decibels), frequency or pitch (measured in hertz or cycles per second), and duration (measured in seconds or minutes). The decibel (dB) scale is a logarithmic scale that describes the physical intensity of the pressure vibrations that make up any sound. The pitch of the sound is related to the frequency of the pressure vibration. Because the human ear is not equally sensitive to all frequencies, a special frequency-dependent rating scale is used to relate noise to human sensitivity. The A-weighted decibel scale (dBA) provides this compensation by discriminating against upper and lower frequencies in a manner approximating the sensitivity of the human ear. The scale is based on a reference pressure level of 20 micro pascals (zero dBA). The scale ranges from zero (for the average least perceptible sound) to about 130 (for the average human pain level).

4.13.2 Noise Measurement Scales

Several rating scales have been developed to analyze adverse effects of community noise on people. Since environmental noise fluctuates over time, these scales consider that the effect of noise on people depends largely upon the total acoustical energy content of the noise, as well as the time of day when the noise occurs. Those that are applicable to this analysis are as follows:

- L_{eq}, the equivalent noise level, is an average of sound level over a defined time period (such as 1 minute, 15 minutes, 1 hour or 24 hours). Thus, the L_{eq} of a time-varying noise and that of a steady noise are the same if they deliver the same acoustic energy to the ear during exposure.
- L_{90} is a noise level that is exceeded 90 percent of the time at a given location; it is often used as a measure of "background" noise.

- L_{max} is the root mean square (RMS) maximum noise level during the measurement interval. This measurement is calculated by taking the RMS of all peak noise levels within the sampling interval. L_{max} is distinct from the peak noise level, which only includes the single highest measurement within a measurement interval.
- CNEL, the Community Noise Equivalent Level, is a 24-hour average L_{eq} with a 4.77-dBA "penalty" added to noise during the hours of 7:00 p.m. to 10:00 p.m., and a 10-dBA penalty added to noise during the hours of 10:00 p.m. to 7:00 a.m. to account for noise sensitivity in the evening and nighttime (Hendriks, 2013). The logarithmic effect of these additions is that a 60-dBA 24-hour L_{eq} would result in a calculation of 66.7 dBA CNEL.
- L_{dn}, the day-night average noise, is a 24-hour average L_{eq} with an additional 10-dBA "penalty" added to noise that occurs between 10:00 p.m. and 7:00 a.m. The L_{dn} metric yields values within 1 dBA of the CNEL metric. As a matter of practice, L_{dn} and CNEL values are considered to be equivalent and are treated as such in this assessment.

4.13.3 Existing Noise

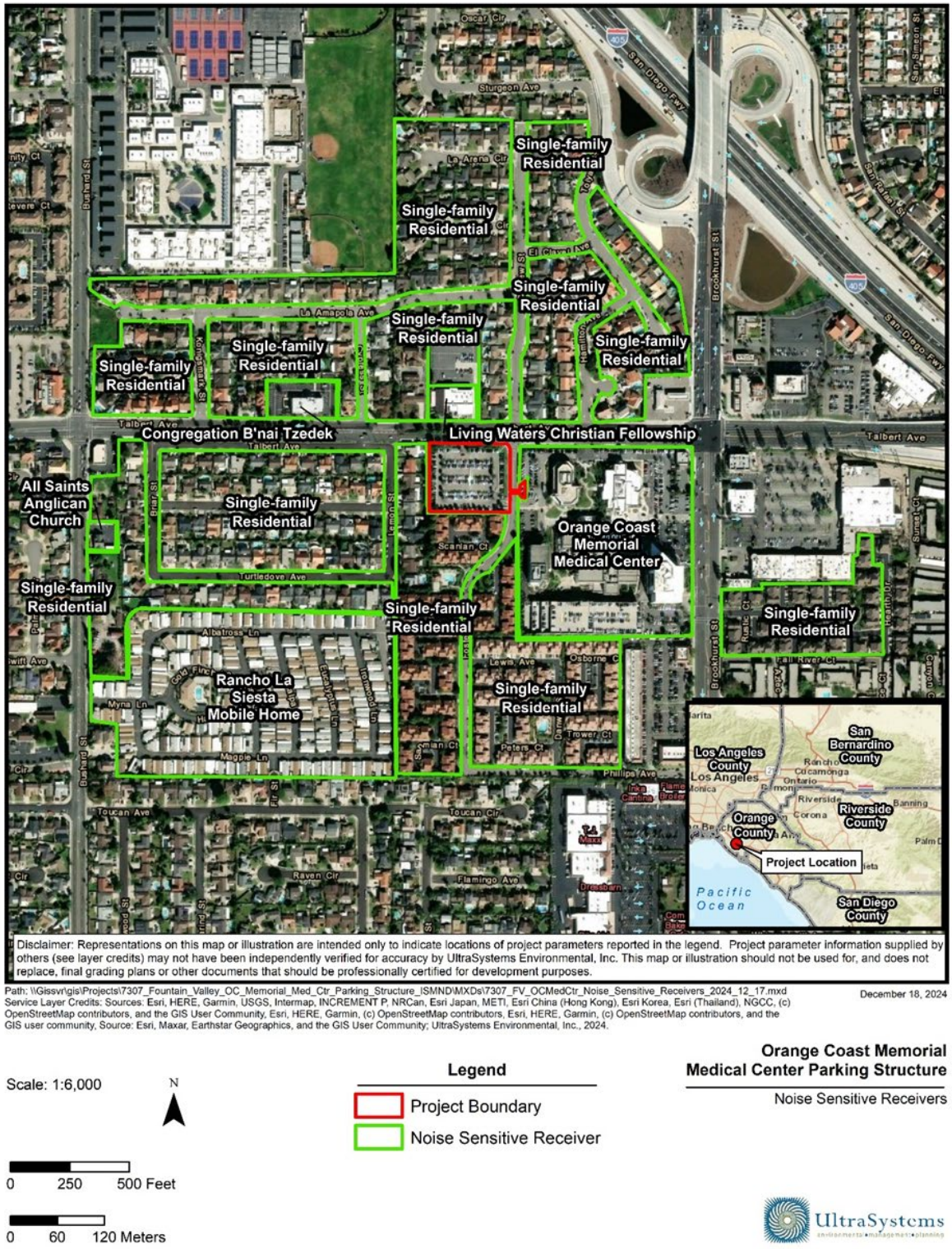
Roadway traffic is the primary noise source in the City of Fountain Valley. The largest traffic noise source is Interstate 405, which runs southeast-northwest through the city. In addition, a large number of arterials are spread uniformly throughout the city. As defined by the state, noise sensitive receptors include, but are not limited to, residential areas containing schools, hospitals, rest homes, long-term medical or mental care facilities, or any other land use areas deemed noise sensitive by the local jurisdiction (LCAI, 2017, p. 136). Additionally, the City's Municipal Code has applicable noise standards for construction noise, interior noise, and exterior noise (City of Fountain Valley Municipal Code, 2021). The closest sensitive receptors to the project site include a single-family neighborhood 69 feet west of the project site, and single-family homes located 18 feet south of the project site (Google Earth Pro, 2024). Sensitive receptors in the general project area are shown in **Figure 4.13-1**. **Table 4.13-1** summarizes information about sensitive receivers selected for the noise analysis.

Table 4.13-1
SENSITIVE RECEIVERS IN PROJECT AREA

Description	Location	Distance From Site Boundary (feet)	Nearest Ambient Sampling Point[a]
Living Waters Christian Fellowship	9801 Talbert Avenue	119	1
Single-family Residence	18070 Scanlan Court	18	2
Single-family Residence	18016 Lemon Street	69	3
Edinger Medical Group	9900 Talbert Avenue	118	4

[a]See **Figure 4.13-2** for locations of ambient noise sampling points.

Figure 4.13-1
SENSITIVE RECEPTORS NEAR THE PROJECT SITE

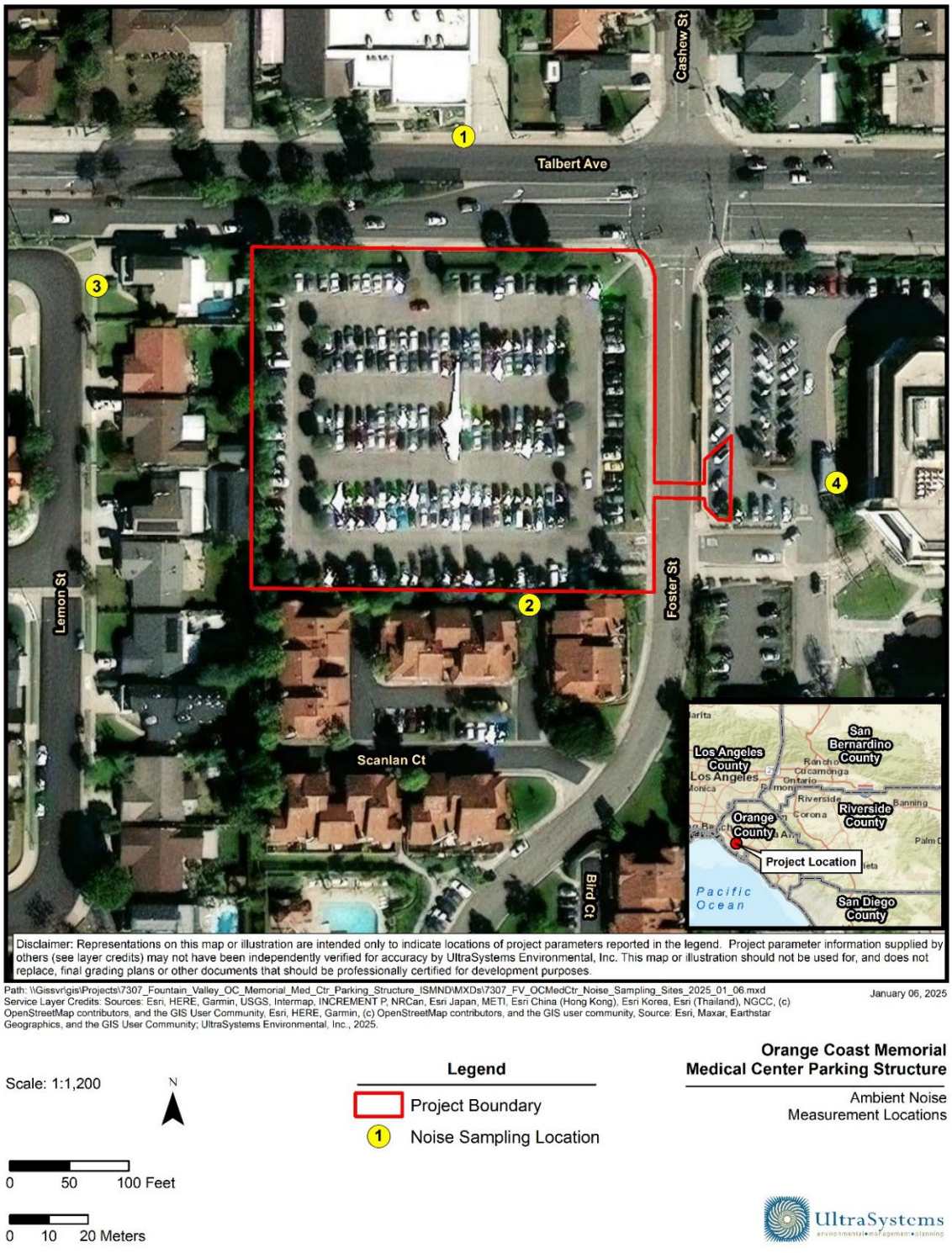


On December 20, 2024, UltraSystems obtained 15-minute ambient noise level samples at four locations in the general area of the project. Sampling locations are shown in **Figure 4.13-2**. Measurements were made between 11:22 a.m. and 1:19 p.m. As shown in **Table 4.13-2,** average short-term ambient noise levels (L_{eq}) ranged from 51.1 to 67.6 dBA L_{eq}. The 67.6-dBA noise level was along Talbert Avenue, in front of the Living Waters Christian Fellowship. All monitored noise levels were within the range considered typical for the nearby land uses.

Table 4.13-2
AMBIENT NOISE MEASUREMENT RESULTS

Point	Data Set	Sampling Time	Address	Sound Level (dBA)			Notes
				L_{eq}	L_{max}	L_{90}	
1	S001	1122-1137	9801 Talbert Avenue	67.6	81.6	54.8	In front of Living Waters Christian Fellowship north of the project site
2	S004	1240-1255	18070 Scanlan Court	51.1	68.0	43.4	In front of a single-family residence south of the project site
3	S002	1150-1205	18016 Lemon Street	60.7	69.7	52.2	In front of a single-family residence south of the project site
4	S005	1304-1319	9900 Talbert Avenue	55.0	75.5	49.6	In front of Edinger Medical Group east of the project site.
Source: UltraSystems, 2024.							

Figure 4.13-2
AMBIENT NOISE MEASUREMENT LOCATIONS



4.13.4 Regulatory Setting

State of California

The California Department of Health Services (DHS) Office of Noise Control has studied the correlation of noise levels with effects on various land uses. (The Office of Noise Control no longer exists.) The most current guidelines prepared by the state noise officer are contained in the "General Plan Guidelines" issued by the Governor's Office of Planning and Research in 2003 and reissued in 2017 (Governor's Office of Planning and Research, 2017). These guidelines establish four categories for judging the severity of noise intrusion on specified land uses:

- **Normally Acceptable**: Is generally acceptable, with no mitigation necessary.
- **Conditionally Acceptable**: May require some mitigation, as established through a noise study.
- **Normally Unacceptable**: Requires substantial mitigation.
- **Clearly Unacceptable**: Probably cannot be mitigated to a less-than-significant level.

The types of land uses addressed by the state standards, and the acceptable noise categories for each, are presented in **Table 4.13-3**. There is some overlap between categories, which indicates that some judgment is required in determining the applicability of the numbers in a given situation.

Table 4.13-3
CALIFORNIA LAND USE COMPATIBILITY FOR COMMUNITY NOISE SOURCES

Land Use Category	Noise Exposure (dBA, CNEL)						
	55	60	65	70	75	80	
Residential – Low-Density Single-Family, Duplex, Mobile Homes							
Residential – Multiple Family							
Transient Lodging – Motel, Hotels							
Schools, Libraries, Churches, Hospitals, Nursing Homes							
Auditoriums, Concert Halls, Amphitheaters							
Sports Arena, Outdoor Spectator Sports							
Playgrounds, Neighborhood Parks							

Land Use Category	Noise Exposure (dBA, CNEL)
Golf Courses, Riding Stables, Water Recreation, Cemeteries	
Office Buildings, Business Commercial and Professional	
Industrial, Manufacturing, Utilities, Agriculture	

	Normally Acceptable: Specified land use is satisfactory, based upon the assumption that any buildings involved are of normal conventional construction without any special noise insulation requirements.
	Conditionally Acceptable: New construction or development should be undertaken only after a detailed analysis of the noise reduction requirements is made and needed noise insulation features included in the design. Conventional construction, but with closed windows and fresh air supply system or air conditioning will normally suffice.
	Normally Unacceptable: New construction or development should generally be discouraged. If new construction or development does proceed, a detailed analysis of the noise reduction requirements must be made and needed noise insulation features included in the design.
	Clearly Unacceptable: New construction or development should generally not be undertaken.

Source: Governor's Office of Planning and Research, 2017.

City of Fountain Valley General Plan Public Facilities and Safety Element

The Public Facilities and Safety (PFS) Element of the City of Fountain Valley General Plan identifies sources of noise in the city and provides objectives and policies that ensure that noise from various sources would not create an unacceptable noise environment. The PFS Element has the following applicable goals and associated policies for addressing noise issues in the community:

Goal PFS-5 Protect public health and welfare by eliminating existing noise problems and preventing significant degradation of the acoustic environment.

> **Policy PFS-5.1 Land use compatibility**. Approve development and require mitigation measures to ensure existing and future land use compatibility as shown in the City's Noise Control Ordinance and state interior and exterior noise standards.
>
> **Policy PFS-5.3 New nonresidential.** When new nonresidential development is proposed adjacent to land designated for residential uses, require the developer to assess the potential noise impacts and fund feasible noise-related mitigation measures.
>
> **Policy PFS-5.4 Transportation noise.** Minimize potential transportation noise through proper roadway design, coordination of commercial vehicle routing, and other traffic control or abatement measures.

Policy PFS-5.5 Noise from businesses and events. Minimize persistent, periodic, or impulsive noise impacts of business operations as well as special events to reduce and avoid noise impacts on surrounding neighborhoods.

City of Fountain Valley Municipal Code § 21.06.040 Noise

A. Noise Impact Evaluation for Residential Uses.

1 All new residential projects to be constructed near existing sources of non-transportation noise (including commercial facilities, public parks with sports activities) shall demonstrate through an acoustical study by a registered engineer that the indoor noise levels will be consistent with the provisions of the city's noise ordinance (§ 21.16.040 of this code).

2 A noise impact evaluation may be required for other projects if determined necessary by the environmental review committee. Should noise abatement be necessary, the city shall require the implementation of mitigation measures based on a detailed acoustical study prepared by a registered engineer.

B. Compliance with Noise Standards.

1 Prior to development approval, new commercial, industrial or any redevelopment project or proposed development near existing residential land use shall demonstrate compliance with the city's noise ordinance (§ 21.16.040 of this code).

2 New developments shall be allowed only if appropriate mitigation measures are included so that the applicable noise standards are met.

The following activities shall be exempted from the provisions of this chapter:

1 Noise sources associated with the construction, repair, remodeling or grading of any real property, provided said activities take place between the hours of seven a.m. and eight p.m. Monday through Friday, nine a.m. through eight p.m. on Saturday and at no time on Sunday or any legal holiday. For purposes of this exception the use of saws, buffers, sanders, drills, and sprayers shall be included, as shall similar activity;

4.13.5 Significance Thresholds

Two criteria were used for judging noise impacts. First, noise levels generated by the proposed project must comply with all applicable relevant federal, state, and local standards and regulations. Noise impacts on the surrounding community are limited by local noise ordinances, which are implemented through investigations in response to nuisance complaints. It is assumed that all existing regulations for the construction and operation of the proposed project will be enforced. In addition, the proposed project should not produce noise levels that are incompatible with adjacent noise-sensitive land uses.

The second measure of impact used in this analysis is a significant increase in noise levels above existing ambient noise levels as a result of the introduction of a new noise source. An increase in noise level due to a new noise source has a potential to adversely impact people. The proposed project would have a significant noise impact if it would:

- Expose persons to or generate noise levels in excess of standards prescribed by the City of Fountain Valley Municipal Code.
- Include construction activities within the hours prohibited by the Municipal Code, without a permit.
- Expose sensitive receptors to 80 dBA L_{eq} or more (FTA, 2018, p. 179).
- Contribute, with other local construction projects, to a significant cumulative noise impact; or
- Increase operational exposures at sensitive receivers (mainly because of an increase in traffic flow) by 5 dBA CNEL or more.

4.13.6 Impact Analysis

a) Would the project result in generation of substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?

Less than Significant Impact

Noise impacts associated with parking lots include short-term and long-term impacts. Construction activities, especially heavy equipment operation, would create noise effects on and adjacent to the construction site. Long-term noise impacts include project-generated offsite operational noise sources. Offsite noise would be attributable to project-induced traffic, which would cause an incremental increase in noise levels within and near the project vicinity.

Construction

Noise impacts from construction activities are a function of the noise generated by the operation of construction equipment and onroad delivery and worker commuter vehicles, the location of equipment, and the timing and duration of the noise-generating activities. For this analysis, it was estimated that the proposed project would be built in one phase, which would have the subphases listed in **Table 4.13-4**. Construction is anticipated to run 12 months from January 2026 to December 2026.

The types and numbers of pieces of equipment to be deployed during each construction phase were determined as part of the air quality and greenhouse gas emissions analysis for this project. For each equipment type, **Table 4.13-4** shows an average noise emission level (in dB at 50 feet, unless otherwise specified) and a "usage factor," which is an estimated percentage of operating time that the equipment would be producing noise at the stated level.

Using calculation methods published by the Federal Transit Administration (FTA 2018), UltraSystems estimated the average hourly exposures at the nearest sensitive receiver for each construction subphase. The receivers evaluated included various single-family residences surrounding the project site and religious land uses (see **Figure 4.13-1**). The distances used for the calculation were measured from the receivers to the approximate center of activity of each construction phase, since that would be the average location of construction equipment most of the

time. **Table 4.13-5** shows the relationships between the receivers, the noise sources, and the nearest ambient measurement points.

Table 4.13-5 summarizes the estimated construction-related short-term noise exposures at the nearest sensitive receiver for each construction phase. An intervening building provides 5 dBA of attenuation for sensitive receiver 2, while a wall on the west side of the project site reduced the exposure at sensitive receiver 3 by 7.3 dBA. Residential noise exposures due to construction activities would be about 62.1 to 74.3 dBA L_{eq}. Construction noise would not lead to significant impacts and mitigation would not be necessary.

Operational Noise

Onsite

Onsite noise sources from the proposed parking structure project would include motor vehicles accessing, driving in, and exiting the parking structure. The number of parking spaces on the project site would increase from 231 to 784; this would bring parking vehicles closer to the sensitive receptors directly west of the new parking structure. Using the Institute of Transportation Engineers' hourly distribution of trip generation for land use code 610 (hospitals)(ITE, 2022) and taking into account the distance from the parking structure to the nearest residence and sound attenuation from the aforementioned wall, we estimated that the long-term exposure from onsite parking would increase from 26.2 dBA CNEL to 31.9 dBA CNEL.[26],[27] Two things decrease the significance of the impact:

- Apart from the wall, whose sound attenuation has been taken into account, there is currently no shielding of traffic noise from the parking lot. In contrast, most of the noise generation from the proposed parking structure would occur inside the structure and thus would be attenuated by some of the walls of the building.

- Even if one does not account for the parking structure's noise attenuation, the exposures at the nearest residence would be barely heard or perceptible.

Using the ambient measurement data for the nearest sensitive receiver, we estimate that the current 24-hour average exposure is 61.0 dBA CNEL. The future contribution from the parking structure would be 31.9 dBA CNEL, as noted above. The total exposure at the residence would be 61.1 dBA CNEL. The increase of 0.1 dBA CNEL is far below the significance threshold of 5 dBA CNEL.

Therefore, the change in noise from onsite sources would be less than significant.

Speakers at Parking Structure Entrance Gates

The speaker would operate rarely (compared to a fast-food drive through speaker that addresses every vehicle in the drive-through); and would be at a volume to be audible by driver only (compared to fast-food drive-through speaker that has to be audible by everyone in the vehicle). UltraSystems

[26] The noise analysis was based on 862 parking spaces in the structure, based on a previous site plan. The number of spaces was subsequently reduced to 784; thus, the analysis is slightly conservative.
[27] 20 dBA is the sound level of leaves rustling or a ticking watch; 30 dBA is that of a whisper (MDHearing.com, 2026).

Table 4.13-4
CONSTRUCTION EQUIPMENT CHARACTERISTICS

Subphase	Equipment Type	Horse-power	No. of Pieces	Usage Factor	dBA @ 50 Feet
1 - Demolition	Rubber-Tired Dozers	247	1	0.4	**87.66**
	Concrete Saws	158	1	0.14	
	Tractor/Loader/Backhoe	97	3	0.37	
2 - Site Preparation	Graders	235	1	0.4	**84.45**
	Rubber Tired Dozers	247	1	0.4	
	Tractor/Loader/Backhoe	97	1	0.37	
3- Grading	Graders	235	1	0.4	**85.87**
	Rubber-Tired Dozers	247	1	0.4	
	Tractor/Loader/Backhoe	97	2	0.37	
4-Building Construction	Forklifts	89	1	0.3	**82.51**
	Crane	65	1	0.4	
	Tractor/Loader/Backhoe	97	1	0.37	
	Generator Sets	87	1	0.37	
	Welders	85	3	0.45	
3 – Paving	Paving Equipment	132	1	0.5	**86.33**
	Rollers	80	1	0.1	
	Cement and Mortar Mixer	158	1	0.14	
	Pavers	80	1	0.1	
	Tractor/Loader/Backhoe	97	1	0.37	
4-Architectural Coating	Air Compressors	37	1	0.48	**77.81**

Table 4.13-5
ESTIMATED ONE-HOUR CONSTRUCTION NOISE EXPOSURES AT NEAREST SENSITIVE RECEIVERS

Site	Sensitive Receiver	Distance (feet)[1]	1-Hour L_{eq} (dBA)					
			Demolition	Site Preparation	Grading	Building Construction	Paving	Architectural Coating
1	9801 Talbert Avenue	261	73.3	70.1	71.6	68.2	72.0	63.5
2	18070 Scanlan Court	209	70.2	67.0	68.5	65.1	68.9	60.4

Site	Sensitive Receiver	Distance (feet)[1]	1-Hour L_{eq} (dBA)					
			Demolition	Site Preparation	Grading	Building Construction	Paving	Architectural Coating
3	18038 Lemon Street	199	68.3	65.1	66.7	63.2	67.0	58.5
4	9900 Talbert Avenue	344	70.9	67.7	69.2	65.8	69.6	61.1

1 Distances are from center of each respective construction phase, since that would be the average location of construction equipment most of the time.
Source: Calculated by UltraSystems.

will add a project design feature limiting the volume of the speaker. For the random and temporary noise disturbances with conversation at the call box if an employee arrived without their fob: the hospital would manage the structure, they have the ability to manage employees' habits and take measures for employees that habitually do not have a fob. The hospital would have much more control of the operations than a parking structure open to the public.

Mobile Sources

Given the logarithmic nature of the decibel, traffic volume needs to be doubled in order for the noise level to increase by 3 dBA (ICF Jones & Stokes, 2009), the minimum level perceived by the average human ear. A doubling is equivalent to a 100 percent increase in traffic volumes. The project will not generate onroad traffic trips, but rather will redistribute parking of medical and administrative staff from one area of the medical center to another. Because net increase in traffic, if any, on any local road segment would be far below 100 percent, the increase in roadway noise experienced at sensitive receivers would not be perceptible to the human ear. Therefore, roadway noise associated with project operation would not expose a land use to noise levels that are considered incompatible with or in excess of adopted standards, and impacts would be less than significant.

b) Would the project result in generation of excessive groundborne vibration or groundborne noise levels?

Less than Significant Impact

Vibration is sound radiated through the ground. Vibration can result from a source (e.g., subway operations, vehicles, machinery equipment, etc.) causing the adjacent ground to move, thereby creating vibration waves that propagate through the soil to the foundations of nearby buildings. This effect is referred to as groundborne vibration. The peak particle velocity (PPV) or the RMS velocity is usually used to describe vibration levels. PPV is defined as the maximum instantaneous peak of the vibration level, while RMS is defined as the square root of the average of the squared amplitude of the level. PPV is typically used for evaluating potential building damage, while RMS velocity in dB is typically more suitable for evaluating human response.

The background vibration velocity level in residential areas is usually around 50 vibration decibels (VdB). The vibration velocity level threshold of perception for humans is approximately 65 VdB. A vibration velocity level of 75 VdB is the approximate dividing line between barely perceptible and distinctly perceptible levels for most people. Most perceptible indoor vibration is caused by sources

within buildings such as operation of mechanical equipment, movement of people, or the slamming of doors. Typical outdoor sources of perceptible groundborne vibration are construction equipment, steel-wheeled trains, and traffic on rough roads. If a roadway is smooth, the groundborne vibration from traffic is rarely perceptible. The range of interest is from approximately 50 VdB to 100 VdB, which is the general threshold where minor damage can occur in fragile buildings.

Construction Vibration

Construction activities for the project have the potential to generate low levels of groundborne vibration. The operation of construction equipment generates vibrations that propagate though the ground and diminish in intensity with distance from the source. Vibration impacts can range from no perceptible effects at the lowest vibration levels, to low rumbling sounds and perceptible vibration at moderate levels, to slight damage of buildings at the highest levels. The construction activities associated with the project could have an adverse impact on both sensitive structures (i.e., building damage) and populations (i.e., annoyance).

Pile drivers or other major vibration sources will not be used for construction of the Orange Coast Memorial Medical Center Parking Lot project. The question is whether the equipment that will be deployed will have significant vibration impacts. The FTA (2018) has published standard vibration levels for construction equipment operations, at a distance of 25 feet. The construction related vibration levels for the nearest sensitive receivers for major construction phases are shown in **Table 4.13-6**. These calculations were based on the distances from the construction activity to the closest sensitive receivers.

Table 4.13-6
VIBRATION LEVELS OF TYPICAL CONSTRUCTION EQUIPMENT

Equipment	PPV at 25 feet (in/sec)	Vibration Decibels at 25 feet (VdB)	PPV at 189 feet (in/sec)	Vibration Decibels at 189 feet (VdB)	PPV at 69 feet (in/sec)	Vibration Decibels at 69 feet (VdB)
Loaded trucks	0.076	86			0.025	73
Jackhammer	0.035	79	0.0038	53		
Small bulldozer	0.003	58	0.00032	32		
Large bulldozer	0.089	87	0.0096	61		

Sources: Data at 25 feet from (FTA, 2006, p. 12-12); calculations by UltraSystems.

As shown in **Table 4.13-6**, the PPV of construction equipment at the nearest sensitive receiver (69 feet) is at most 0.025 inch per second, which is less than the FTA damage threshold of 0.12 inch per second PPV for fragile historic buildings. The maximum VdB are 73 VdB, which are below the FTA threshold for human annoyance of 80 VdB. Unmitigated vibration impacts would therefore be less than significant.

Operational Vibration

The project involves the operation of a parking structure and would not involve the use of stationary equipment that would result in high vibration levels, which are more typical for large manufacturing

and industrial projects. Groundborne vibrations at the project site and immediate vicinity currently result from heavy-duty vehicular travel (e.g., refuse trucks and transit buses) on the nearby local roadways, and the project would not result in a substantive increase of these heavy-duty vehicles on the public roadways. Therefore, vibration impacts associated with operation of the project would be less than significant.

c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?

No Impact

The closest active public airport is the John Wayne Airport, located approximately 5.3 miles southeast of the project site (Google Earth Pro, 2022). The project site is located outside of the airport's influence area boundary and noise contours (John Wayne Airport, 2022). Therefore, no impact related to the exposure of people residing or working in the proposed project area to excessive airport-related noise levels is anticipated.

4.14 Population and Housing

Would the project:	Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through the extension of roads or other infrastructure)?				**X**
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?				**X**

a) Would the project induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through the extension of roads or other infrastructure)?

No Impact

The proposed project is the development of a three-story parking structure (including three levels plus rooftop above ground) for the Orange Coast Medical Center (OCMC). Use would be limited to parking for OCMC staff and employees, including physicians. The project does not involve an expansion of the OCMC, such as patient care or medical office spaces; thus, project development would not generate increased operational employment at OCMC. Project construction would generate a small number of temporary construction jobs. The unemployment rate in Orange County in November 2025 was 4.1 percent (EDD, 2025). It is expected that construction employment would be absorbed from the regional labor force and would not attract workers to move into the region. The project would not remove existing constraints to growth, add housing or employment, or result in population growth in the area directly or indirectly; therefore, no impacts would occur.

b) Would the project displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?

No Impact

The proposed project site is currently a surface parking lot and does not have any existing residential uses on-site. The proposed project would not displace people or necessitate the construction of replacement housing elsewhere; therefore, no impact would occur.

4.15 Public Services

Would the project:	Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No Impact
Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, the need for new or physically altered governmental facilities, construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
a) Fire protection?			**X**	
b) Police protection?			**X**	
c) Schools?				**X**
d) Parks?				**X**
e) Other public facilities?				**X**

a) Fire protection?

Less than Significant Impact

The Fountain Valley Fire Department (FVFD) provides fire protection and emergency medical services to the City of Fountain Valley. FVFD operates two fire stations, Fire Station 1 at 17737 Bushard St, and Fire Station 2 at 16767 Newhope St (Fountain Valley, 2024b). The nearest existing fire station to the project site is Fountain Valley Fire Station 1, approximately 0.7 mile to the northeast. Station 1 has daily staffing of three and is equipped with one medic engine and one battalion command unit (Fountain Valley, 2024c).

Demands for fire protection and emergency medical services are generated by the numbers of people and the total building area in a fire department's service area. The proposed parking structure would be limited to use by Orange Coast Medical Center (OCMC) staff only. The project does not include an increase in patient care space or office space at OCMC and thus is not expected to generate an increase in the number of people on the OCMC campus. Operation of the proposed parking structure is not expected to generate substantial demand for fire protection and emergency medical services. Project development would not require the City to build a new or expanded fire station and impacts would be less than significant.

b) Police protection?

Less than Significant Impact

The Fountain Valley Police Department (FVPD) provides police protection to the city, operating from its station at 10200 Slater Ave, about 0.6 mile northeast of the project site. FVPD is organized into two divisions: the Patrol Division and Support Services Division. The Patrol Division comprises of Patrol Officers, K-9 Officers, Traffic Officers, Police Services Officers, SWAT Team Members, School Resource Officer, Community Resource Officer, a Field Training Program and Senior Officer Program. The Support Services Division includes the Record Bureau, Dispatch Center, Detective Bureau, Crime

Suppression Unit, CSI Unit, Crime Analyst, Property and Evidence Unit, Personnel and Training, and Crime Prevention (FVPD, 2022).

FVPD target response times for Priority 1 is 3 minutes 28 seconds for emergency calls like subject not breathing, shots fired, and other immediate risk to life/safety (FVCSP Revised Final EIR,, 2018).

Demands for police protection are generated by the numbers of people and the total building area in a police department's service area. The proposed parking structure would be limited to use by OCMC staff only. The project does not include an increase in patient care space or office space at OCMC and thus is not expected to generate an increase in the number of people on the OCMC campus. Operation of the proposed parking structure is not expected to generate substantial demand for police protection. Project development would not require the City to build a new or expanded police station and impacts would be less than significant.

c) Schools?

No Impact

Demand for school facilities is generated by the number of households within school attendance boundaries. The project does not propose new housing, and thus project development would not generate students. Therefore, no impact on schools would occur.

d) Parks?

No Impact

Demands for parks are generated by the population within park service areas. The project would not generate any additional demand for parks because the project does not involve new residential development. Therefore, there would be no impact.

e) Other Public Facilities?

No Impact

Impacts on libraries are based on the population increase the project would create. As an infrastructure project, the project would not induce a population increase. Therefore, there would be no impact on other public facilities such as libraries.

4.16 Recreation

Would the project:	Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?				X
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?				X

a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?

No Impact

Recreational services in the City of Fountain Valley are provided by the City's Department Park and Recreation, which maintains 20 parks, sports facilities, and community centers (Fountain Valley, 2024a). Demand for parks is generated by the population within the parks' service areas. Development of the proposed parking structure, for use by OCMC staff only, would not increase population on or near the project site. Thus, project development would not generate an increase in demand for parks. No impact would occur.

b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?

No Impact

The project does not propose new or expanded recreational facilities that could have adverse effects on the environment. Therefore, no impact would occur.

4.17 Transportation

Would the project:	Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Conflict with a program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?			**X**	
b) Would the project conflict or be inconsistent with CEQA Guidelines § 15064.3, subdivision (b)?			**X**	
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?			**X**	
d) Result in inadequate emergency access?			**X**	

The following analysis is based in part, upon the Parking Study for the Orange Coast Memorial Medical Center**,** Fountain Valley, California, prepared by LLG and dated May 23, 2024; a complete copy of this Report is included as **Appendix I1**, and the Vehicle Miles Traveled (VMT) Screening Analysis Memorandum for the proposed Orange Coast Memorial Medical Center (OCMMC) Parking Structure Project (VMT Analysis), prepared by LLG and dated January 9, 2025; a complete copy of this Memorandum is included as **Appendix I2**.

a) Would the project conflict with a program plan, ordinance or policy addressing circulation system, including transit, roadway, bicycle and pedestrian facilities?

Less than Significant Impact

Applicable Plans, Ordinances, and Policies

Orange Coast Memorial Medical Center Specific Plan - Conceptual Circulation Plan

The roadways within the Specific Plan area comprise Brookhurst Street, Talbert Avenue, Bushard Street, Ellis Avenue, Slater Avenue, and Ward Street. The proposed project will utilize Talbert Avenue, a six-lane divided roadway-oriented east-west, classified as a primary arterial with a right-of-way of 100 feet, as well as Foster Street, which is designated as a local roadway in the City of Fountain Valley General Plan Circulation Element.

Currently, there are three access points to the medical center along Talbert Avenue. The westernmost access point, referred to as Access Point 1, is the only access point impacted by the proposed project. This access point is approximately 950 feet west of Brookhurst Street, permitting right-turn ingress from Talbert Avenue and right-turn egress only.

The Conceptual Circulation Plan includes two access points from Foster Street; however, only Access Point 8 is affected by this project. Access Point 8 is located 250 feet south of Talbert Avenue on the west side of Foster Street, allowing right and left turn movements into and out of the medical center.

The proposed project will feature a two-lane driveway providing ingress from Foster Street. Egress will be facilitated via a two-lane, right-out-only driveway that connects to Talbert Avenue. The existing ingress access from Talbert Avenue will be restricted as part of this project. Additionally, a

pedestrian bridge will connect the third floor of the parking structure to an elevator and stairs located in the medical office building at 9900 Talbert Avenue, on the east side of Foster Street.

Pedestrian movements between the parking structure and the larger OCMC campus will be supported by two designated pathways: the aforementioned pedestrian bridge and a crosswalk located on the south side of the intersection of Foster Street and Talbert Avenue.

The proposed project would conform to all the requirements of the Conceptual Circulation Plan of the Specific Plan. Therefore, the project would have a less than significant impact.

Project Trip Generation

The proposed project is intended to address the current parking demand by OCMC staff without introducing any additional traffic into the area. The project is not of the nature to increase the volume of vehicular trips. However, it will alter local traffic patterns.

OCMC currently employs 1,300 staff members, averaging 600 employees per shift. Nursing personnel typically work two 12-hour shifts from 7:00 AM to 7:00 PM and 7:00 PM to 7:00 AM. Other departments generally operate eight-hour shifts from 8:00 AM to 5:00 PM.

The parking study identified peak traffic times based on employee shift schedules and entry/exit data. The morning peak is recorded between 7:00 am and 8:00 am. There are two peak traffic times in PM; the afternoon peak is between 3:30 PM to 4:30 PM and evening peaks occur between 6:30 PM to 7:30 PM (see Table 4.17-1) (LLG, 2024, pp. 3-4).

Table 4.17-1
PEAK HOUR TRAFFIC

Day of the Week	Shift Change / Time Period	Employees			
		Arrival		Departure	
		Percent	Number	Percentage	Number
Weekday AM	6:00 AM	11.36 %	148	---	---
	6:30 AM	---	---	4.19 %	54
	7:00AM*	**28.22%**	367	---	---
	7:30 AM*	---	---	**11.43%**	149
	8:00 AM*	**14.38%**	187	---	---
	8:30 AM	---	---	0,11%	1
	9:00 AM	7.33%	95	---	---
Weekday PM	3:00 PM	2.57%	33	---	---
	3:30 PM*	---	---	**11.40%**	148
	4:00 PM*	**2.59%**	34	---	---
	4:30 PM*	---	---	**13.27%**	173
	5:00 PM	0.68%	9	---	---
	5:30 PM	---	---	9.33%	121
	6:00 PM	3.53%	46	---	---
	6:30 PM*	---	---	**7.8%**	101
	7:00 PM*	**11.36%**	148	---	---
	7:30 PM*	---	---	**17.11%**	222

Note: Bold * = peak hour.
Source: LLG, 2024

Traffic Impact Analysis Requirements

Based on the City of Fountain Valley Transportation Impact Assessment Guidelines for Land Use Project in CEQA and for General Plan Consistency, the City requires that a Traffic Impact Analysis (TIA) be prepared, including a Level of Service (LOS) analysis.

- When either the AM or PM peak hour trip generation is expected to exceed 100 vehicle trips from the proposed development,
- For projects on the Arterial Highway System which generate 1,600 Average Daily Trips (ADT),
- For projects that will add 51 or more trips during either the AM or PM peak hours to any intersection, and
- For any project, variations from the standards and guidelines provided in the City's guidelines are being proposed.

According to the City's guidelines, an LOS report is not required for the proposed project, as it will not generate any increase in the number of daily trips on weekdays or during peak hours. However, the proposed project will modify existing travel patterns in the vicinity of the site. Project development would not conflict with a plan or policy addressing the circulation system, and impacts would be less than significant.

b) Would the project conflict or be inconsistent with CEQA Guidelines Section 15064.3, subdivision (b)

Less than Significant Impact

CEQA Guidelines § 15064.3(b) pertains to the use of vehicle miles traveled (VMT) as a method of determining the significance of transportation impacts.

The Fountain Valley's Transportation Impact Assessment Guidelines for Land Use Projects in CEQA and General Plan Consistency (TIA Guidelines) states that three types of screening that can be applied to screen projects from project-level assessment. These screening steps are:

- Step 1: Transit Priority Area (TPA) Screening
- Step 2: Low VMT Area Screening
- Step 3: Project Type Screening

As described previously, the proposed project consists of the construction of a new parking structure for staff. As documented in the VMT Analysis, OCMC will not be increasing hospital staffing, services, or intensifying uses. The implementation of the proposed project is to accommodate existing OCMC parking demand and will not generate any new trips to the area. Therefore, given that the proposed project will not generate any new trips, it will screen out per Step 3: Project Type Screening of the TIA Guidelines, since it will generate less than 110 daily trips (LLG, 2024, p. 6). Therefore, the proposed project would be consistent with CEQA Guidelines § 15064.3(b), and any impact would be less than significant.

c) Would the project substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

Less than Significant Impact

Vehicular access to the proposed project will be provided through two primary entry points: a "full access" driveway located on Foster Street and a "right-turn in/out only" driveway situated on Talbert Avenue. Additionally, pedestrian access has been designed, featuring a marked crosswalk on Foster Street on Talbert Avenue, as well as a bridge over Foster Street next to the primary driveway into the proposed parking structure. Both pedestrian pathways connect to the established sidewalk system of the main OCMC campus, allowing safe movement for all pedestrians who access the facility.

The intersections of the driveways with Talbert Avenue and Foster Street would be perpendicular and would not cause hazards due to a geometric design feature. The proposed project's circulation system, including driveways and parking areas, would be designed to meet the development standards and would not result in uses or design features that would create traffic hazards.

Peak Project-Generated Traffic Hours on Foster Street

Project operation would shift some project-generated arriving vehicle trips to Foster Street that now access existing parking facilities via Talbert Avenue and Brookhurst Street. However, some patient/visitor parking now being done in the surface parking lot on the project site would be shifted to other facilities, most likely the existing parking structure. The existing parking lot onsite contains 126 staff parking spaces and 105 patient/visitor spaces. Operation of the proposed parking structure would shift trips to 658 staff parking spaces toward the proposed structure (784 proposed parking spaces less 126 existing staff spaces) and trips to 105 patient/visitor spaces toward other parking facilities, for a net increase of 553 parking spaces (658 staff spaces less 105 patient/visitor spaces). It is understood that many of these spaces would be used more than once per day (for instance, by two shifts of nursing staff or by patients and visitors); thus, the analysis here counts parking spaces and not trips.

The analysis of project impacts on staff vehicle trips using Foster Street only addresses arriving trips, as trips departing the proposed structure would exit to Talbert Avenue and would not use Foster Street.

The peak hours for arriving staff are the 7:00 to 8:00 a.m. hour (554 trips) and the 7:00 to 8:00 p.m. hour (148 trips). Arriving trips would be southbound on Foster Street to the parking structure entrance driveway. Most trips generated by the residential uses west of the hospital campus that would use Foster Street during the morning peak hour would be outbound (northbound) trips that would not be affected by arriving (southbound) trips on Foster Street. During the evening peak hour of staff arrivals, 7:00 to 8:00 p.m., trips generated by the residential uses would be returning home (southbound on Foster Street). However, the peak staff arrival hour is after the general afternoon peak hour (4.00 p.m. to 6:00 p.m.). Thus, trips by staff arriving in the evening are not expected to constrain access to the residences west of the campus.

Queuing

Arrival Queuing

The two-lane entrance driveway would have queuing capacity for 23 cars. The northerly lane of the entrance driveway would be 235 feet 4 inches long (stacking for 11 cars), and the soutnherly lane of the driveway would be 255 feet 2 inches long (stacking for 12 cars). Supposing that each car would dwell for 10 seconds just outside of the entrance gate (for the driver to hold the badge near the proximity reader, and the gate to raise and lower), that means that 12 cars could be processed through the entrance gate per minute (two lanes at six per lane). The average rate of vehicles arriving during the 7:00 a.m. to 8:00 a.m. hour would be about 9.25 per minute (554 trips in 60 minutes). It is understood that the rate of vehicles arriving would vary. However, it is expected that the entrance driveway would have capacity for most arriving vehicles, with only occasional and sporadic queuing extending onto Foster Street.

Departure Queuing

Departures would be somewhat more spread out over time than arrivals would. The largest number of departures in a half-hour period would be at 7:30 p.m. with 222 departures. That is after the general afternoon traffic peak hour (4:00 p.m. to 6:00 p.m.); thus, exiting vehicles are not expected to cause congestion on Talbert Avenue during that hour. The second largest number of departures per half-hour period is 173 at 4:30 p.m. That is an average rate of about six vehicles per minute. The exit driveway would be right-out-only onto eastbound Talbert Avenue. The eastbound half of Talbert Avenue fronting the project site consists of three through lanes plus a left turn lane for turns onto Cashew Street. Exiting vehicles from the parking structure averaging six per minute are not expected to cause substantial congestion on Talbert Avenue. Therefore, the impacts regarding any hazards due to geometric design features or incompatible uses would be less than significant.

Parking Displacement

Operations

Project development would involve a loss of 234 surface parking spaces: 231 in the parking lot in the main part of the project site, and three spaces in the parking lot where the east landing of the proposed pedestrian bridge would be built. The proposed parking structure would contain 784 spaces, for a net increase of 550 parking spaces. The existing OCMC off-street parking supply is 1,353 spaces. OCMC required off-street parking per City of Fountain Valley municipal code is 1,585 spaces, for an existing deficit of 232 spaces. After the net increase in spaces arising from project development is accounted for, OCMC would have a surplus of 318 spaces; or 379 spaces with continued use of valets.

Construction

Project construction would involve the temporary loss of the 234 surface parking spaces mentioned above in the operations analysis. Memorial Health Services (MHS), the parent company of OCMC, operates office uses at 17330, 17360, and 17390 Brookhurst Street, about 0.6 mile north of the project site. Parking available for use at the 17330-17390 Brookhurst Street property amounts to 1,730 spaces including 1,400 at the Brookhurst Street property and 330 at 10101 Slater Avenue, immediately to the south of the Brookhurst Street property. Memorialcare proposes to use available parking capacity at MHS' Brookhurst Street facilities and Slater Avenue parking lot to accommodate

parking demand temporarily displaced from the project site. A letter from John Somers, Memorialcare Vice President Real Estate and Facilities, regarding use of parking at the Brookhurst Street facilities and Slater Avenue lot is included as **Appendix A2**.

This parking analysis is for information only, as parking demand is no longer considered to be an environmental impact under CEQA.

d) Would the project result in inadequate emergency access?

Less than Significant Impacts

Construction

Project construction could involve temporary closure of segments of a lane on Talbert Avenue and/or Foster Street or an entire segment of the roadway(s). Any plans for construction activity on the roadway right-of-way would require an encroachment permit from the City of Fountain Valley Public Works Engineering Division (Public Works). Public Works would review any encroachment permit applications to ensure that such construction did not impede emergency response to the project site or other nearby properties; and would not create traffic hazards. Compliance with any conditions set forth in an encroachment permit would be a required condition of the permit. After Public Works approval and compliance with all conditions set forth in any encroachment permit, impacts would be less than significant.

Operation

The proposed project would comply with applicable city regulations, such as the city's fire code to provide adequate emergency access, as well as the California Building Standards Code. Prior to the issuance of building permits, the City of Fountain Valley would review the proposed project site plans, including location of the parking structure, fences, access driveways, and other features that may affect emergency access. The site design includes access and fire lanes that would accommodate emergency ingress and egress by fire trucks, police units, and ambulance/paramedic vehicles. All access and sight distances onsite would comply with all applicable design requirements. The City's review process and compliance with applicable regulations and standards would ensure that adequate emergency access would be provided. Therefore, the proposed project would not result in inadequate emergency access and would have a less than significant impact.

4.18 Tribal Cultural Resources

Would the project:	Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Cause a substantial adverse change in the significance of a tribal cultural resource that is listed or eligible for listing in the California Register of Historical Resources or in a local register of historical resources as defined in Public Resources Code § 5020.1(k)?				**X**
b) Cause a substantial adverse change in the significance of a tribal cultural resource that is determined to be a significant resource to a California Native American tribe pursuant to the criteria set forth in subdivision (c) of Public Resource Code § 5024.1(c)?		**X**		

Information from UltraSystems' Phase I Cultural Resources Inventory draft dated January 15, 2025 for the proposed project (refer to **Appendix C**) is included in the analysis below.

a) Would the project cause a substantial adverse change in the significance of a tribal cultural resource that is listed or eligible for listing in the California Register of Historical Resources or in a local register of historical resources as defined in Public Resources Code § 5020.1(k)?

No Impact

No traditional cultural sites in the project area were documented in the Native American Heritage Commission's (NAHC) Sacred Lands File (SLF) search (refer to Attachment C: "Native American Heritage Commission Records Search and Native American Contacts" in **Appendix C** to this IS/MND). No prehistoric archaeological resources were observed during the archaeological field survey conducted January 1, 2025 as part of the cultural resources investigation (see Section 4.3 in **Appendix C** to this IS/MND). No precontact period archaeological sites were found within the project APE with the CHRIS records search conducted at the SCCIC (see Section 4.1 in **Appendix C** to this IS/MND). Additionally, the project site has not been recommended for historic designation for prehistoric and tribal cultural resources (TCRs). No specific tribal resources have been identified by local tribes responding to inquiries for the Cultural Resources Inventory (see Section 4.2 in **Appendix C** to this IS/MND).

No tribal cultural resources onsite are listed or eligible for listing in the California Register of Historical Resources or in a local register of historical resources as defined in Public Resources Code § 5020.1(k). Therefore, the project would have no impact in this regard.

b) Would the project cause a substantial adverse change in the significance of a tribal cultural resource that is determined to be a significant resource to a California Native American tribe pursuant to the criteria set forth in subdivision (c) of Public Resource Code § 5024.1(c)?

Less than Significant Impact with Mitigation Incorporated

Assembly Bill 52 (AB 52) requires meaningful consultation with California Native American Tribes on potential impacts on TCRs, as defined in Public Resources Code § 21074. TCRs are sites, features, places, cultural landscapes, sacred places, and objects with cultural value to a California Native American tribe that are either eligible or listed in the California Register of Historical Resources or local register of historical resources (CNRA, 2007).

As part of the AB 52 process, Native American tribes must submit a written request to the lead agency to be notified of projects within their traditionally and culturally affiliated area. The lead agency must provide written, formal notification to those tribes within 14 days of deciding to undertake a project. The tribe must respond to the lead agency within 30 days of receiving this notification if they want to engage in consultation on the project, and the lead agency must begin the consultation process within 30 days of receiving the tribe's request. Consultation concludes when either (1) the parties agree to mitigation measures to avoid a significant effect on a tribal cultural resource, or (2) a party, acting in good faith and after reasonable effort, concludes mutual agreement cannot be reached.

Senate Bill 18 (SB 18) requires meaningful consultation with California Native American Tribes on potential impacts on tribal cultural resources (TCRs) that may result from zoning and master plan changes. The State of California Governor's Office of Planning and Research developed these Tribal Consultation Guidelines in order to provide guidance to cities and counties on the process for consulting with Native American Indian tribes during the adoption or amendment of local general plans or specific plans (defined in Government Code § 65450 et seq.). SB 18 requires local agencies to consult with tribes prior to making certain planning decisions and to provide notice to tribes at certain key points in the planning process, thereby providing tribes an opportunity to participate in local land use decisions at an early planning stage.

The City of Fountain Valley (the lead agency) initiated AB 52 and SB 18 outreach to local tribes for the OCMC Parking Structure Project following formal submittal of the project to the City's Planning Department. The City Planning Department prepared and sent letters to the several tribes on their list for AB 52 and SB 18 contact on May 22, 2025, informing them of the project The letters convey that the recipient has 30 days from the receipt of the letter to request AB 52 consultation and 90 days to request SB 18 consultation regarding the project. The letters were sent through email and certified mail to the following tribes:

- Cahuilla Band of Indians
- Gabrieleno Band of Mission Indians - Kizh Nation
- Gabrieleno/Tongva San Gabriel Band of Mission Indians
- Gabrielino Tongva Indians of California Tribal Council
- Gabrielino/Tongva Nation
- Gabrielino-Tongva Tribe
- Juaneño Band of Mission Indians Acjachemen Nation- Belardes
- Juaneño Band of Mission Indians Acjachemen Nation 84A
- Pala Band of Mission Indians

- Santa Rosa Band of Cahuilla Indians
- Soboba Band of Luiseno Indians

The City of Fountain Valley has received two responses.

The Gabrieleño Band of Mission Indians–Kizh Nation responded by email on June 20, 2025 and indicated that Fountain Valley is situated within the ancestral territory of the tribe and that in the vicinity of modern-day Fountain Valley contains two major Kizh village settlements: *Pasbenga* and *Lupukungna.* Due to this, the tribe requested the implementation of Mitigation Measures provided with their letter. Following review by the City of Fountain Valley, it was determined that the Kizh Nation's suggested mitigation measures would be incorporated as applies only to the Gabrielino-Kizh Nation as one of the Native American monitors for the project, and should human remains be discovered and if the NAHC should choose the Kizh Nation to be the Most Likely Descendants (MLD). Mitigation measures **MM TCR-1** through **MM TCR -3** below pertain to the Gabrielino-Kizh Nation only.

The Juaneño Band of Mission Indians, Acjachemen Nation- Belardes responded by email on June 26, 2025 that they would like to consult on the project. Following review by the City of Fountain Valley, it was determined that the Juaneño Band of Mission Indians, Acjachemen Nation- Belardes's suggested mitigation measures would be incorporated as applies only to the Juaneño Band of Mission Indians, Acjachemen Nation- Belardes as one of the Native American monitors for the project, and should human remains be discovered and if the NAHC should choose the Kizh Nation to be the Most Likely Descendants (MLD). Mitigation measures **MM TCR-4** through **MM TCR -6** below pertain to the Juaneño Band of Mission Indians, Acjachemen Nation- Belardes only.

No traditional cultural resource sites were documented in the Native American Heritage Commission's SLF search. No specific tribal resources have been identified during tribal outreach conducted by UltraSystems. No precontact or archaeological resources were observed during the field survey. The results of previous cultural resources surveys within the half-mile buffer zone were negative for cultural resources. (See **Appendix C** to this IS/MND.)

Land at the project site has remained relatively undisturbed due to use for farming into the late 20th century, and then shallow grading for a parking lot in the mid-1980s. No human remains have been previously identified or recorded onsite. Therefore, while the potential for subsurface prehistoric cultural deposits is considered to be low, the relatively undisturbed nature of the land in a region known to have been heavily used for habitation and natural resource gathering by the local Gabrielino tribe (see Section 2.2.2 and Section 6.0 in **Appendix C**) suggests the potential for the presence of cultural material.

The proposed project includes grading as well as excavation to approximately 14.5 feet for a basement level parking below grade and equipment for an elevator in the southeast corner Grading activities associated with development of the project would involve new subsurface disturbance and could result in the unanticipated discovery of unknown human remains, including those interred outside of formal cemeteries. In the unlikely event of an unexpected discovery, implementation of mitigation measures MM-**TCR-2 and TCR-4** dealing with Tribal Cultural Resource Objects and **TCR-3 and TCR-6** dealing with human remains and associated funerary objects are recommended to ensure that impacts related to the accidental discovery of human remains would be less than significant.

Mitigation Measures

Measures MM TCR-1 through MM TCR-3 would pertain to the Gabrielino-Kizh Nation only.

MM TCR-1: Retain a Native American Monitor Prior to Commencement of Ground-Disturbing Activities

A. The project applicant/lead agency shall retain a Native American Monitor from or approved by the Gabrieleño Band of Mission Indians – Kizh Nation. The monitor shall be retained prior to the commencement of any "ground-disturbing activity" for the subject project at all project locations (i.e., both on-site and any off-site locations that are included in the project description/definition and/or required in connection with the project, such as public improvement work). "Ground-disturbing activity" shall include, but is not limited to, demolition, pavement removal, potholing, auguring, grubbing, tree removal, boring, grading, excavation, drilling, and trenching.

B. A copy of the executed monitoring agreement shall be submitted to the lead agency prior to the earlier commencement of any ground-disturbing activity, or the issuance of any permit necessary to commence a ground-disturbing activity.

C. The monitor will complete daily monitoring logs that will provide descriptions of the relevant ground-disturbing activities, the type of construction activities performed, locations of ground-disturbing activities, soil types, cultural-related materials, and any other facts, conditions, materials, or discoveries of significance to the Tribe. Monitor logs will identify and describe any discovered TCRs, including but not limited to, Native American cultural and historical artifacts, remains, places of significance, etc., (collectively, tribal cultural resources, or "TCR"), as well as any discovered Native American (ancestral) human remains and burial goods. Copies of monitor logs will be provided to the project applicant/lead agency upon written request to the Tribe.

D. On-site tribal monitoring shall conclude upon the latter of the following (1) written confirmation to the Kizh from a designated point of contact for the project applicant/lead agency that all ground-disturbing activities and phases that may involve ground-disturbing activities on the project site or in connection with the project are complete; or (2) a determination and written notification by the Kizh to the project applicant/lead agency that no future, planned construction activity and/or development/construction phase at the project site possesses the potential to impact Kizh TCRs.

MM TCR-2: Unanticipated Discovery of Tribal Cultural Resource Objects (Non-Funerary/Non-Ceremonial)

A. Upon discovery of any TCRs, all construction activities in the immediate vicinity of the discovery shall cease (i.e., not less than the surrounding 50 feet) and shall not resume until the discovered TCR has been fully assessed by the Kizh monitor and/or Kizh archaeologist. The Kizh will recover and retain all discovered TCRs in the form and/or manner the Tribe deems appropriate, in the Tribe's sole discretion, and for any purpose the Tribe deems appropriate, including for educational, cultural and/or historic purposes.

MM TCR-3: Unanticipated Discovery of Human Remains and Associated Funerary or Ceremonial Objects

A. Native American human remains are defined in PRC 5097.98 (d)(1) as a inhumation or cremation, and in any state of decomposition or skeletal completeness. Funerary objects, called associated grave goods in Public Resources Code § 5097.98, are also to be treated according to this statute.

B. If Native American human remains and/or grave goods are discovered or recognized on the project site, then Public Resource Code 5097.9 as well as Health and Safety Code Section 7050.5 shall be followed.

C. Human remains and grave/burial goods shall be treated alike per California Public Resources Code section 5097.98(d)(1) and (2).

D. Preservation in place (i.e., avoidance) is the preferred manner of treatment for discovered human remains and/or burial goods.

E. Any discovery of human remains/burial goods shall be kept confidential to prevent further disturbance.

Measures MM TCR-4 through MM TCR-6 concern protection of TCRs and potential human remains only as they relate to the Juaneño Band of Mission Indians, Acjachemen Nation-Belardes.

MM TCR-4: Retention of a Native American Monitor Prior to Commencement of Ground-Disturbing Activities.

a) The Project applicant shall retain a Native American Monitor from or approved by the Juaneño Band of Mission Indians, Acjachemen Nation- Belardes. The monitor shall be retained prior to the commencement of any ground-disturbing activity for the subject project at all project locations (i.e., both on-site and any off-site locations that are included in the project description/definition and/or required in connection with the project, such as public improvement work). "Ground-disturbing activity" shall include, but is not limited to, demolition, pavement removal, potholing, auguring, grubbing, tree removal, boring, grading, excavation, drilling, and trenching.

b) A copy of the executed monitoring agreement shall be submitted to the (City) prior to the commencement of any ground-disturbing activity, or the issuance of any permit necessary to commence ground disturbing activity.

c) The monitor will complete daily monitoring logs that will provide descriptions of the relevant ground-disturbing activities, the type of construction activities performed, locations of ground-disturbing activities, soil types, cultural-related materials, and any other facts, conditions, materials, or discoveries of significance to the Tribe. Monitor logs will identify and describe any discovered tribal cultural resources (TCRs), including but not limited to, Native American cultural and historical artifacts, remains, places of significance, etc., as well as any discovered Native

American (ancestral) human remains and burial goods. Copies of monitor logs will be provided to the Project applicant upon written request to the Tribe.

d) On-site tribal monitoring shall conclude upon the latter of the following (1) written confirmation to the Tribe or Tribal monitoring agency from a designated point of contact for the Project applicant that all ground-disturbing activities and phases that may involve the Project are complete; or (2) a determination and written notification by the Tribe or Tribal monitoring agency to the Director of Community Development, or designee that no future, planned construction activity and/or development/construction phase at the Project site possesses the potential to impact TCRs.

MM- TCR-5: Unanticipated Discovery of Tribal Cultural Resource Objects (Non-Funerary/Non-Ceremonial)

a) Upon discovery of any tribal cultural resources (TCRs), all construction activities in the immediate vicinity of the discovery shall cease (i.e., not less than the surrounding 50 feet) and shall not resume until the discovered TCR has been fully assessed by the Native American Monitor. The Tribe or Tribal monitoring agency will recover and retain all discovered TCRs in the form and/or manner the Tribe deems appropriate, in the Tribe's sole discretion, and for any purpose the Tribe deems appropriate, including for educational, cultural and/or historic purposes.

MM-TCR-6: Unanticipated Discovery of Human Remains and Associated Funerary or Ceremonial Objects.

a) Native American human remains are defined in PRC 5097.98 (d)(1) as an inhumation or cremation, and in any state of decomposition or skeletal completeness. Funerary objects, called associated grave goods in Public Resources Code Section 5097.98, are also to be treated according to this statute.

b) If Native American human remains and/or grave goods are discovered or recognized on the project site, then Public Resource Code 5097.9 as well as Health and Safety Code Section 7050.5 shall be followed.

c) Human remains and grave/burial goods shall be treated alike per California Public Resources Code section 5097.98(d)(1) and (2).

d) Preservation in place (i.e., avoidance) is the preferred manner of treatment for discovered human remains and/or burial goods.

e) Any discovery of human remains/burial goods shall be kept confidential to prevent further disturbance.

Level of Significance After Mitigation

MM TCR-1 through **TCR-3** pertains to the Gabrielino–Kizh Nation if they are chosen to conduct tribal monitoring and if they are chosen to be the MLD by the NAHC if human remains are discovered. **MM-TCR-4** through **TCR-6** pertain to the Juaneño Band of Mission Indians, Acjachemen Nation- Belardes

if they are chosen to conduct tribal monitoring and if they are chosen to be the MLD by the NAHC if human remains are discovered.

These MMs require monitoring of ground-disturbing activities during project construction by a Native American monitor, halting construction activities if the unanticipated discovery of a TCR and their evaluation by the Native American and a qualified archaeologist, describing the treatment of human remains if found, and the disposition of TCRs if found. With the implementation of **MM TCR-1** through **TCR-6**, potential project impacts on TCRs

4.19 Utilities and Service Systems

Would the project:	Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Require or result in the relocation or construction of new or expanded water wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of whi1ch could cause significant environmental effects?			**X**	
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?			**X**	
c) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?				**X**
d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?				**X**
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?				**X**

a) Would the project require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?

Less than Significant Impact

The proposed project would require installation of an electrical conduit connecting to an existing conduit under the project site.

Wastewater Treatment and Conveyance – The City of Fountain Valley operates and maintains sewers in the city including the project site vicinity. Wastewater from Fountain Valley is conveyed to two Orange County Sanitation District treatment plants, one in Fountain Valley and the second in

Huntington Beach. The proposed project does not include facilities that would generate wastewater, and project development would have no adverse impact on wastewater treatment or conveyance.

Water – The project site is in the City of Fountain Valley water service area. The City's water sources are water imported from northern California and the Colorado River and purchased through the Municipal Water District of Orange County, local groundwater from the Coastal Plain of Orange County Groundwater Basin, and recycled water (City of Fountain Valley, 2021, p. 6-1). Project operation would use a small amount of water for landscape irrigation. As analyzed in Threshold 4.19 b) below, the project would result in a nominal increase in water demand compared to existing conditions and therefore, the project would have a less than significant impact regarding water supplies.

Water Treatment – Imported water purchased through the Municipal Water District of Orange County is treated at the Metropolitan Water District of Southern California's Diemer Filtration Plant in the city of Yorba Linda, which has capacity of 520 million gallons per day (MWDh20.com, 2024).

Stormwater – Existing site drainage is via sheet flow to a parkway drain and a catch basin, both at the north edge of the site, and both of which discharge into an existing storm drain in Talbert Avenue north of the site (Tait and Associates, 2024, p. 2). At project completion drainage from the proposed parking structure would sheet flow to roof drains that would discharge at grade and flow to a Modular Wetland System in the northeast corner of the project site. The Modular Wetland System will discharge to the existing catch basin at the northeast of the site, and then to the existing storm drain north of the site in Talbert Avenue (Tait and Associates, 2024, p. 2). Refer to **Section 4.10** of this document for a discussion of the proposed project impacts regarding hydrology and water quality.

Electric Power: Electric power for the City of Fountain Valley is provided by Southern California Edison (SCE). The proposed project is in a developed area, and infrastructure for providing electric power to the area is well established. SCE typically utilizes existing utility corridors to reduce environmental impacts and has energy-efficiency programs to reduce energy usage and maintain reliable service throughout the year (Southern California Edison, 2018, p. 45). Total electricity consumption in SCE's service area is forecast to be 111,672GWh in 2022 and 122,931 GWh in 2030 (CEC, 2020, Form 1.2); one GWH is equivalent to one million kilowatt-hours.

The project includes installation of an electric conduit connecting to an existing conduit under Foster Street. Project development would not necessitate the construction or relocation of electric power facilities. Therefore, a less than significant impact would occur.

Natural Gas: The proposed development would not include fixtures powered by natural gas.

Telecommunications Facilities: The project does not include telecommunications services and thus no impact to telecommunications facilities would occur.

b) Would the project have sufficient water supplies available to serve the and reasonably foreseeable future development during normal, dry and multiple dry years?

Less than Significant Impact

Water Supplies and Demands

The City of Fountain Valley provides water to residents and businesses within the city, including the project site. The City's water sources include water imported from northern California and the Colorado River and purchased through the Municipal Water District of Orange County, local groundwater from the Coastal Plain of Orange County Groundwater Basin, and recycled water (City of Fountain Valley, 2021, p. 6-1).The City forecasts that it will have sufficient water supplies to meet demands over the 2025-45 period as shown below for normal-water years and single-dry-years in **Table 4.19-1**, and in multiple-dry-years in **Table 4.19-2** (City of Fountain Valley, 2021, pp. 7-9 – 7-11).

Table 4.19-1
CITY OF FOUNTAIN VALLEY WATER SUPPLIES AND DEMANDS, AFY
NORMAL AND SINGLE-DRY-YEAR CONDITIONS

	2025	2030	2035	2040	2045
Normal Water Year					
Supply totals	9,989	9,911	10,024	10,118	10,118
Demand totals	9,989	9,911	10,024	10,118	10,118
Difference	0	0	0	0	0
Single Dry Year					
Supply totals	10,588	10,505	10,625	10,725	10,725
Demand totals	10,588	10,505	10,625	10,725	10,725
Difference	0	0	0	0	0

Source: City of Fountain Valley, 2021
AFY= Acre-Feet per Year

Table 4.19-2
CITY OF FOUNTAIN VALLEY WATER SUPPLIES AND DEMANDS, AFY
MULTIPLE-DRY-YEAR CONDITIONS

		2025	2030	2035	2040	2045
First Year	Supply totals	10,487	10,572	10,529	10,645	10,725
	Demand totals	10,487	10,572	10,529	10,645	10,725
	Difference	0	0	0	0	0
Second Year	Supply totals	10,513	10,555	10,553	10,665	10,725
	Demand totals	10,513	10,555	10,553	10,665	10,725
	Difference	0	0	0	0	0
Third Year	Supply totals	10,538	10,539	10,577	10,685	10,725
	Demand totals	10,538	10,539	10,577	10,685	10,725
	Difference	0	0	0	0	0
Fourth Year	Supply totals	10,563	10,522	10,601	10,705	10,725

		2025	2030	2035	2040	2045
	Demand totals	10,563	10,522	10,601	10,705	10,725
	Difference	0	0	0	0	0
Fifth Year	Supply totals	10,588	10,505	10,625	10,725	10,725
	Demand totals	10,588	10,505	10,625	10,725	10,725
	Difference	0	0	0	0	0

Source: City of Fountain Valley, 2021
AFY= Acre-Feet per Year

Project operation would use water for landscape irrigation. The proposed net increase in landscaped area is approximately 5,248 square feet, from the existing 17,857 square feet to the proposed 23,105 square feet. The proposed project includes low-water-demand landscape plantings. Thus, any net increase in irrigation water demand is expected to be very slight. Project construction would use water for uses including concrete mixing and dust control for the construction period, which is estimated to last about one year.

The City of Fountain Valley forecasts that it will have adequate water supplies to meet demands over the 2025-2045 period. Project impacts on water supplies would be less than significant.

c) Would the project result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?

No Impact

The proposed project does not include installation of fixtures that would generate wastewater; thus, project development would not cause any impacts on wastewater treatment capacity.

d) Would the project generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?

No Impact

The proposed parking structure is intended to accommodate existing staff parking demand at OCMC. The proposed project does not include expansion of land uses at OCMC (hospital or medical office) that would increase solid waste generation. Therefore, project development would not generate solid waste exceeding state or local standards or exceeding the capacity of landfills serving the city of Fountain Valley.

e) Would the project comply with federal, state, and local management and reduction statutes and regulations related to solid waste?

No Impact

Project construction would involve demolition of the existing parking lot and thus would generate demolition debris. Section 5.408 (Construction Waste Reduction, Disposal, and Recycling) of the 2022 California Green Building Standards Code (CALGreen; Title 24, California Code of Regulations,

Part 11) requires that at least 65 percent of the nonhazardous construction and demolition waste from nonresidential construction operations be recycled and/or salvaged for reuse. City of Fountain Valley Municipal Code Chapter 6.09, Recycling and Diversion of Waste from Construction and Demolition, requires diversion of demolition and construction waste from landfills at the minimum percentage specified in CALGreen (ecode360.com, 2024). Project construction would comply with requirements for diversion of demolition debris, and no adverse impact would occur.

Project operation would not cause a net increase in solid waste generation by OCMC and thus would have no impact on laws and regulations governing solid waste reduction.

4.20 Wildfire

If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:	Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?				**X**
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?				**X**
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?				**X**
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?				**X**

a) If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project substantially impair an adopted emergency response plan or emergency evacuation plan?

No Impact

As shown in **Figure 4.9-2 in Section 4.9 of this IS/MND**, the project site is not located in a Very High Fire Hazard Severity Zone (VHFHSZ) within a Local Responsibility Area (LRA), that is, where cities or counties are responsible for the costs of wildfire prevention and suppression. The nearest VHFHSZ in LRA to the project site is about 7.2 miles southeast of the project site in the neighborhood of San Joaquin Hills in the City of Newport Beach. The project site is not located in a State Responsibility Area (SRA), i.e., where the State is responsible for the costs of wildfire prevention and suppression. The nearest SRA to the project site is in the City of Newport Beach approximately 11.5 miles to the southeast (see **Figure 4.9-3**; CAL FIRE, 2021). Therefore, the proposed project would have no impact in this regard.

b) If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project due to slope, prevailing winds, and other

factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?

No Impact

The project site is not located in or near a VHFHSZ. The project site is developed as a surface parking lot; is in a built-out urban region; and is thus not subject to wildfire hazard. Wildfire potential in Orange County is highest in August through October due to dry vegetation and hot, dry Santa Ana winds (City of Fountain Valley, 2023). However, Fountain Valley is no more prone to Santa Ana winds than are most other lowland places in southern California. Thus, the project would not expose project occupants to pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire. Therefore, the proposed project would have a no impact in this regard.

c) If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?

No Impact

The project site is not located in an SRA (CAL FIRE, 2022), nor is the project site in or near a VHFHSZ. The project would not require the installation or maintenance of infrastructure that may exacerbate fire risk. The project would include installation of electricity conduits for lighting, and water laterals for landscape irrigation, both of which would be underground. Therefore, the proposed project would have no impact in this regard.

d) If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?

No Impact

The project site is not located in or near state responsibility areas or lands classified as very high fire hazard severity zones. The project site is flat, is not in an area with high slopes or unstable ground conditions and is not within a landslide hazard zone (see Section 4.7, *Geology and Soils*). The proposed project would not expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes. Therefore, the project would have no impact in this regard.

4.21 Mandatory Findings of Significance

Would the project have:	Potentially Significant Impact	Less than Significant Impact with Mitigation Incorporated	Less than Significant Impact	No Impact
a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?		**X**		
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?			**X**	
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?		**X**		

a) Would the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?

Less Than Significant Impact with Mitigation Incorporated

The project site is in an urbanized area and most of the site is developed with a surface parking lot. Vegetation onsite is ornamental landscaping subject to disturbances from parking lot and roadway uses next to the landscaped areas, and from occasional landscape maintenance. No sensitive species were observed onsite. No sensitive species are expected to occur onsite due to lack of suitable habitat as well as disturbances in and next to the landscaping.

Trees onsite could provide habitat, including nesting habitat, for birds. Most bird species occurring in California are protected by the federal Migratory Bird Treaty Act (MBTA) and by California Fish and Game Code §§ 3503 et seq. Project development would remove vegetation and, thus, nesting habitat. This impact would be significant. Implementation of mitigation measure **BIO-1** would reduce this impact to a less than significant level. Project development would not substantially reduce fish or wildlife habitats or populations, threaten to eliminate a plant or animal community, or substantially reduce the population or range of a rare or endangered plant or animal species.

No archaeological resources were identified onsite in the cultural resources investigation that included a records search, inquiries of Native American tribal representatives regarding the potential presence of Native American archaeological resources onsite, and a pedestrian survey.

No historic resources were identified onsite or within 0.5 mile of the project site. Project development would not eliminate an important example of the major periods of California history or prehistory.

The site was previously used for agriculture, and then was developed with a paved parking lot in the 1980's. This suggests that the ground on the project site has been minimally disturbed; thus, the potential for archaeological resources to be present onsite is considered low. Project development would involve ground disturbance and thus could damage archaeological resources. This impact is potentially significant; implementation of mitigation measure **CUL-1** would reduce this impact to a less than significant level.

b) Would the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)?

Less than Significant Impact

In the short term, there would be potential for cumulative effects on traffic, air quality, and noise if other development projects were implemented concurrently with the project. The City of Fountain Valley Planning Division is not currently processing applications for any other projects within one mile of the proposed project site; nor are any such projects under construction (Jenkins, 2026). Proposed project impacts would not be cumulatively considerable.

As the proposed project is consistent with the City's General Plan, and there is no zone change associated with the proposed project, long term impacts would be less than significant.

c) Would the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?

Less than Significant Impact with Mitigation Incorporated

Project site clearance would remove vegetation that could be used as habitat by birds protected under federal and state laws; this impact would be significant; implementation of mitigation measure **BIO-1** would reduce this impact to less than significant.

Archaeological resources may be buried in site soil and could be damaged by project ground-disturbing activities. This impact would be potentially significant without mitigation. Implementation of mitigation measure **CUL-1** would reduce this impact to less than significant.

Fossils could be buried in site soils. Project ground-disturbing activities could damage fossils. Implementation of mitigation measure **GEO-1** would reduce this impact to less than significant.

Implementation of mitigation measures **TCR-2,** dealing with associated funerary objects, and **TCR-3,** dealing with human remains, are recommended to ensure that impacts related to the accidental discovery of human remains would be less than significant. Tribal cultural resources could be buried in site soils. Project site grading and project construction could damage such resources. Implementation of mitigation measures **TCR-1** through **TCR-3** would reduce these impacts to less than significant.

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7.0 MITIGATION MONITORING AND REPORTING PROGRAM

The Mitigation Monitoring and Reporting Program (MMRP) has been prepared in conformance with § 21081.6 of the Public Resources Code and § 15097 of the CEQA Guidelines, which requires all state and local agencies to establish monitoring or reporting programs whenever approval of a project relies upon a MND or an EIR. The MMRP ensures implementation of the measures being imposed to mitigate or avoid the significant adverse environmental impacts identified through the use of monitoring and reporting. Monitoring is generally an ongoing or periodic process of project oversight; reporting generally consists of a written compliance review that is presented to the decision-making body or authorized staff person.

It is the intent of the MMRP to: (1) provide a framework for document implementation of the required mitigation; (2) identify monitoring/reporting responsibility; (3) provide a record of the monitoring/reporting; and (4) ensure compliance with those MM that are within the responsibility of the City and/or Applicant to implement.

The following table lists impacts, mitigation measures adopted by the City of Fountain Valley in connection with approval of the proposed project, level of significance after mitigation, responsible and monitoring parties, and the project phase in which the measures are to be implemented.

Only those environmental topics for which mitigation is required are listed in this Mitigation Monitoring and Reporting Program.

Table 7.0-1
MITIGATION MONITORING AND REPORTING PROGRAM

TOPICAL AREA IMPACT	MITIGATION MEASURE	RESPONSIBLE PARTY	MONITORING ACTION	1. ENFORCEMENT AGENCY 2. MONITORING AGENCY 3. MONITORING PHASE
4.4 Biological Resources				
Threshold 4.4 a) Would the project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	**BIO-1: Pre-Construction Breeding Bird Survey** If vegetation removal is scheduled within the nesting season, a qualified biologist will conduct a pre-construction nesting bird survey to maintain compliance with the Migratory Bird Treaty Act (MBTA) and the California Fish and Game Code (§§ 3503 and 3503.5), which prohibit take of nesting birds and nests of migratory and non-game bird species. Nesting season is generally considered to be: • January 1-July 30 for raptors. • February 1-September 15 for non-raptors. A qualified biologist will conduct pre-construction surveys no more than five days prior to when project activities (e.g., mobilization, excavation, grading, vegetation removal) are underway. Should a lapse in project activity be greater than five days, a qualified biologist will conduct additional surveys to maintain compliance. To maximize the detection of nesting birds,	Project Applicant and Qualified Biologist	Field Verification	1. City of Fountain Valley 2. City of Fountain Valley 3. Before Project vegetation removal activities

TOPICAL AREA IMPACT	MITIGATION MEASURE	RESPONSIBLE PARTY	MONITORING ACTION	1. ENFORCEMENT AGENCY 2. MONITORING AGENCY 3. MONITORING PHASE
	surveys must be conducted in work areas (e.g., staging, stockpiling, storage, equipment yards, access roads) during favorable weather conditions. A wide variety of shelters and resources are used by avian species; these include barren ground, grasses, forbs, shrubs, trees, rocky outcrops, and man-made structures (dependent on species and conditions). The qualified biologists will interpret physical signs for nesting structures (e.g., manipulation of materials like mud or grass) and direct signs of life (e.g., courtship behaviors, gathering, swooping, alarm calls, pellets). If nests are encountered, a qualified biologist will consider individual species tolerance, proximity to construction activity, noise impacts, line-of-sight barriers, and distance (horizontal and vertical) to determine if planned construction activities would impact nesting success. The rate and duration of construction activities will also be considered should the modification of scheduled activities be required to maintain healthy nesting outcomes. If the qualified biologist determines construction activities will potentially adversely affect a nest, the biologist must			

TOPICAL AREA IMPACT	MITIGATION MEASURE	RESPONSIBLE PARTY	MONITORING ACTION	1. ENFORCEMENT AGENCY 2. MONITORING AGENCY 3. MONITORING PHASE
	immediately inform the construction manager to halt construction activities (i.e., establish a no-work zone) within a minimum exclusion buffer of 50 feet for songbird nests and 200-500 feet for raptor nests. If a federal or state protected bird species is observed occupying a nest during surveys, USFWS and CDFW will be consulted to determine the appropriate no-work zone to establish for the nest. The no-work zone lawfully avoids the "take" of nesting birds and the mortality of eggs and younglings. Construction activities within the no-work buffer may proceed after a qualified biologist determines the young have successfully fledged the nest and are no longer dependent upon the nest or parents.			
4.5 Cultural Resources				
Threshold 4.5 b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to § 15064.5.	**MM CUL 1** In the event of an unexpected discovery of a cultural resource, as defined by CEQA Guidelines § 15064.5, during any project related earth disturbing activities, all earth disturbing activities within 60 feet of the find shall be halted and the City of Fountain Valley shall be notified. The project applicant shall retain an archaeologist who meets the Secretary of the Interior's	Qualified Archaeologist and Project Contractor	Field Verification	1. City of Fountain Valley Planning Department 2. City of Fountain Valley Planning Department 3. During project excavation activities

TOPICAL AREA IMPACT	MITIGATION MEASURE	RESPONSIBLE PARTY	MONITORING ACTION	1. ENFORCEMENT AGENCY 2. MONITORING AGENCY 3. MONITORING PHASE
	Professional Qualifications Standards for Archaeology to assess the significance of the find. Impacts on any significant resources shall be mitigated to a less than significant level through data recovery or other methods determined adequate by the archaeologist and that are consistent with the Secretary of the Interior's Standards for Archaeological Documentation. Any identified cultural resources shall be recorded on the appropriate DPR 523 (A L) form and filed with the SCCIC. Construction activities may continue on other parts of the project site while evaluation and treatment of prehistoric archaeological resources takes place. A Monitoring and Treatment Plan shall be prepared by a qualified archaeologist. The qualified archaeologist shall recommend the extent of archaeological monitoring necessary to ensure the protection of any other resources that may be in the area and afforded the necessary time and funds to recover, analyze, and curate the find(s). Construction activities may continue on other parts of the project site while evaluation and treatment of prehistoric archaeological resources takes place.			

TOPICAL AREA IMPACT	MITIGATION MEASURE	RESPONSIBLE PARTY	MONITORING ACTION	1. ENFORCEMENT AGENCY 2. MONITORING AGENCY 3. MONITORING PHASE
	MM CUL-2 Prior to the commencement of grading or excavation, workers conducting construction activities and their foremen will receive Worker Environmental Awareness Program (WEAP) training from a qualified archaeologist regarding the potential for sensitive archaeological and paleontological resources to be unearthed during grading activities. The workers will be directed to report any unusual specimens of bone, stone, ceramics or other archaeological artifacts or features observed during grading and/or other construction activities to their foremen and to cease grading activities in the immediate vicinity of the discovery until a qualified archaeologist or Native American cultural monitor is notified of the discovery by the Superintendent of the project site and can assess their significance. The WEAP shall be implemented to educate all construction personnel of the area's environmental conditions and the environmental protection measures that must be adhered to by all workers throughout the duration of project construction. Training materials shall be language-appropriate for all construction personnel. Upon completion of the WEAP, workers	Project Construction Contractor	Field Verification	1. City of Fountain Valley Planning Department 2. City of Fountain Valley Planning Department 3. Prior to project grading activities

TOPICAL AREA IMPACT	MITIGATION MEASURE	RESPONSIBLE PARTY	MONITORING ACTION	1. ENFORCEMENT AGENCY 2. MONITORING AGENCY 3. MONITORING PHASE
	shall sign a form stating that they attended the program, understand all protection measures, and shall abide by all the rules of the WEAP. A record of all trained personnel shall be kept with the construction foreman at the project field construction office and shall be made available to any resource agency personnel. If new construction personnel are added to the project later, the construction foreman shall ensure that new personnel receive training before they start working. The archaeologist shall provide hard copies of the WEAP presentation to the construction foreman.			
Threshold 4.5 c) Would the project disturb any human remains, including those interred outside of formal cemeteries?	**MM CUL 3** If human remains are encountered during excavations associated with this project, all work will stop within a 30 foot radius of the discovery and the Orange County Coroner will be notified (§ 5097.98 of the Public Resources Code). The Coroner will determine whether the remains are recent human origin or older Native American ancestry. If the coroner, with the aid of the supervising archaeologist, determines that the remains are prehistoric, they will contact the NAHC. The NAHC will be responsible for designating the Most Likely Descendant (MLD). The MLD (either an individual or sometimes a committee) will			1. City of Fountain Valley Planning Department 2. City of Fountain Valley Planning Department 3. During project excavation activities

TOPICAL AREA IMPACT	MITIGATION MEASURE	RESPONSIBLE PARTY	MONITORING ACTION	1. ENFORCEMENT AGENCY 2. MONITORING AGENCY 3. MONITORING PHASE
	be responsible for the ultimate disposition of the remains, as required by § 7050.5 of the California Health and Safety Code. The MLD will make recommendations within 24 hours of their notification by the NAHC. These recommendations may include scientific removal and nondestructive analysis of human remains and items associated with Native American burials (§ 7050.5 of the Health and Safety Code).			
4.7 Geology and Soils				
Threshold 4.7 f): Would the project directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	**MM GEO-1** Prior to the issuance of the grading permit, the applicant shall provide a letter to the City of Fountain Valley, or designee, from a qualified paleontologist stating that the paleontologist has been retained to provide services for the project. The paleontologist shall develop, as needed, a Paleontological Resources Impact Mitigation Plan (PRIMP) to mitigate the potential impacts to unknown buried paleontological resources that may exist onsite for the review and approval by the City. The PRIMP shall require that the paleontologist perform paleontological monitoring of any ground disturbing activities within undisturbed native sediments during mass grading, site preparation, and underground utility	Project Applicant, Qualified Paleontologist, and Construction Contractor	Monitoring, Assessment, Recovery, and Curation	1. City of Fountain Valley Planning Department 2. City of Fountain Valley Planning Department 3. Prior to project grading activities

TOPICAL AREA IMPACT	MITIGATION MEASURE	RESPONSIBLE PARTY	MONITORING ACTION	1. ENFORCEMENT AGENCY 2. MONITORING AGENCY 3. MONITORING PHASE
	installation. The project paleontologist may reevaluate the necessity for paleontological monitoring after 50 percent or greater of the excavations have been completed. In the event paleontological resources are encountered, ground-disturbing activity within 50 feet of the area of the discovery shall cease. The paleontologist shall examine the materials encountered, assess the nature and extent of the find, and recommend a course of action to further investigate and protect or recover and salvage those resources that have been encountered. Criteria for discard of specific fossil specimens will be made explicit. If the qualified paleontologist determines that impacts to a sample containing significant paleontological resources cannot be avoided by project planning, then recovery may be applied. Actions may include recovering a sample of the fossiliferous material prior to construction, monitoring work and halting construction if a significant fossil needs to be recovered, and/or cleaning, identifying, and cataloging specimens for curation and research purposes. Recovery, salvage and treatment shall be done at the Applicant's expense. All recovered and salvaged resources shall be prepared to the point of identification and permanent preservation by the			

TOPICAL AREA IMPACT	MITIGATION MEASURE	RESPONSIBLE PARTY	MONITORING ACTION	1. ENFORCEMENT AGENCY 2. MONITORING AGENCY 3. MONITORING PHASE
	paleontologist. Resources shall be identified and curated into an established accredited professional repository. The paleontologist shall have a repository agreement in hand prior to initiating recovery of the resource.			
4.18 Tribal Cultural Resources				
Threshold 4.18 b) Would the project cause a substantial adverse change in the significance of a tribal cultural resource that is determined to be a significant resource to a California Native American tribe pursuant to the criteria set forth in subdivision (c) of Public Resource Code § 5024.1(c)?	**MM TCR-1: Gabrielino-Kizh Nation only)** **Retain a Native American Monitor Prior to Commencement of Ground-Disturbing Activities** A. The project applicant/lead agency shall retain a Native American Monitor from or approved by the Gabrieleño Band of Mission Indians – Kizh Nation. The monitor shall be retained prior to the commencement of any "ground-disturbing activity" for the subject project at all project locations (i.e., both on-site and any off-site locations that are included in the project description/definition and/or required in connection with the project, such as public improvement work). "Ground-disturbing activity" shall include, but is not limited to, demolition, pavement removal, potholing, auguring, grubbing, tree removal, boring, grading, excavation, drilling, and trenching. B. A copy of the executed monitoring agreement shall be submitted to the lead	**City of Fountain Valley, Construction Contractor & Kizh Nation**	**Field Verification**	**1. City of Fountain Valley** **2. City of Fountain Valley** **3. Before and during project ground-disturbing activities**

TOPICAL AREA IMPACT	MITIGATION MEASURE	RESPONSIBLE PARTY	MONITORING ACTION	1. ENFORCEMENT AGENCY 2. MONITORING AGENCY 3. MONITORING PHASE
	agency prior to the earlier commencement of any ground-disturbing activity, or the issuance of any permit necessary to commence a ground-disturbing activity. C. The monitor will complete daily monitoring logs that will provide descriptions of the relevant ground-disturbing activities, the type of construction activities performed, locations of ground-disturbing activities, soil types, cultural-related materials, and any other facts, conditions, materials, or discoveries of significance to the Tribe. Monitor logs will identify and describe any discovered TCRs, including but not limited to, Native American cultural and historical artifacts, remains, places of significance, etc., (collectively, tribal cultural resources, or "TCR"), as well as any discovered Native American (ancestral) human remains and burial goods. Copies of monitor logs will be provided to the project applicant/lead agency upon written request to the Tribe. D. On-site tribal monitoring shall conclude upon the latter of the following (1) written confirmation to the Kizh from a designated point of contact for the project applicant/lead agency that all ground-disturbing activities and phases that may involve ground-disturbing activities on the			

TOPICAL AREA IMPACT	MITIGATION MEASURE	RESPONSIBLE PARTY	MONITORING ACTION	1. ENFORCEMENT AGENCY 2. MONITORING AGENCY 3. MONITORING PHASE
	project site or in connection with the project are complete; or (2) a determination and written notification by the Kizh to the project applicant/lead agency that no future, planned construction activity and/or development/construction phase at the project site possesses the potential to impact Kizh TCRs.			
	MM TCR 2: (Gabrielino-Kizh Nation only) **Unanticipated Discovery of Tribal Cultural Resource Objects (Non-Funerary/Non-Ceremonial)** A. Upon discovery of any TCRs, all construction activities in the immediate vicinity of the discovery shall cease (i.e., not less than the surrounding 50 feet) and shall not resume until the discovered TCR has been fully assessed by the Kizh monitor and/or Kizh archaeologist. The Kizh will recover and retain all discovered TCRs in the form and/or manner the Tribe deems appropriate, in the Tribe's sole discretion, and for any purpose the Tribe deems appropriate, including for educational, cultural and/or historic purposes.	**City of Fountain Valley, Construction Contractor & Kizh Nation**	**Field Verification**	**1. City of Fountain Valley** **2. City of Fountain Valley** **3. During construction**
	MM TCR 3: (Gabrielino-Kizh Nation only)	**City of Fountain Valley,**	**Field Verification**	**1. City of Fountain Valley**

TOPICAL AREA IMPACT	MITIGATION MEASURE	RESPONSIBLE PARTY	MONITORING ACTION	1. ENFORCEMENT AGENCY 2. MONITORING AGENCY 3. MONITORING PHASE
	Unanticipated Discovery of Human Remains and Associated Funerary or Ceremonial Objects A. Native American human remains are defined in PRC 5097.98 (d)(1) as a inhumation or cremation, and in any state of decomposition or skeletal completeness. Funerary objects, called associated grave goods in Public Resources Code § 5097.98, are also to be treated according to this statute. B. If Native American human remains and/or grave goods are discovered or recognized on the project site, then Public Resource Code 5097.9 as well as Health and Safety Code Section 7050.5 shall be followed. C. Human remains and grave/burial goods shall be treated alike per California Public Resources Code section 5097.98(d)(1) and (2). D. Preservation in place (i.e., avoidance) is the preferred manner of treatment for discovered human remains and/or burial goods. E. Any discovery of human remains/burial goods shall be kept confidential to prevent further disturbance.	**Construction Contractor, Kizh Nation & Orange County Coroner**		**2. City of Fountain Valley** **3. During construction**

TOPICAL AREA IMPACT	MITIGATION MEASURE	RESPONSIBLE PARTY	MONITORING ACTION	1. ENFORCEMENT AGENCY 2. MONITORING AGENCY 3. MONITORING PHASE
	MM TCR 4: (Juaneño Band of Mission Indians, Acjachemen Nation- Belardes only) **Retention of a Native American Monitor Prior to Commencement of Ground-Disturbing Activities** a) The Project applicant shall retain a Native American Monitor from or approved by the Juaneño Band of Mission Indians, Acjachemen Nation- Belardes. The monitor shall be retained prior to the commencement of any ground-disturbing activity for the subject project at all project locations (i.e., both on-site and any off-site locations that are included in the project description/definition and/or required in connection with the project, such as public improvement work). "Ground-disturbing activity" shall include, but is not limited to, demolition, pavement removal, potholing, auguring, grubbing, tree removal, boring, grading, excavation, drilling, and trenching. b) A copy of the executed monitoring agreement shall be submitted to the (City) prior to the commencement of any ground-disturbing activity, or the issuance of any permit necessary to commence ground disturbing activity.	**City of Fountain Valley, Construction Contractor & Juaneño Band of Mission Indians, Acjachemen Nation- Belardes**	**Field Verification**	**1. City of Fountain Valley** **2. City of Fountain Valley** **3. Before and during project ground-disturbing activities**

TOPICAL AREA IMPACT	MITIGATION MEASURE	RESPONSIBLE PARTY	MONITORING ACTION	1. ENFORCEMENT AGENCY 2. MONITORING AGENCY 3. MONITORING PHASE
	c) The monitor will complete daily monitoring logs that will provide descriptions of the relevant ground-disturbing activities, the type of construction activities performed, locations of ground-disturbing activities, soil types, cultural-related materials, and any other facts, conditions, materials, or discoveries of significance to the Tribe. Monitor logs will identify and describe any discovered tribal cultural resources (TCRs), including but not limited to, Native American cultural and historical artifacts, remains, places of significance, etc., as well as any discovered Native American (ancestral) human remains and burial goods. Copies of monitor logs will be provided to the Project applicant upon written request to the Tribe. d) On-site tribal monitoring shall conclude upon the latter of the following (1) written confirmation to the Tribe or Tribal monitoring agency from a designated point of contact for the Project applicant that all ground-disturbing activities and phases that may involve the Project are complete; or (2) a determination and written notification by the Tribe or Tribal monitoring agency to the Director of Community Development, or designee that no future, planned construction activity and/or development/construction phase at			

TOPICAL AREA IMPACT	MITIGATION MEASURE	RESPONSIBLE PARTY	MONITORING ACTION	1. ENFORCEMENT AGENCY 2. MONITORING AGENCY 3. MONITORING PHASE
	the Project site possesses the potential to impact TCRs.			
	MM TCR 5: (Juaneño Band of Mission Indians, Acjachemen Nation- Belardes only) **Unanticipated Discovery of Tribal Cultural Resource Objects (Non-Funerary/Non-Ceremonial)** a) Upon discovery of any tribal cultural resources (TCRs), all construction activities in the immediate vicinity of the discovery shall cease (i.e., not less than the surrounding 50 feet) and shall not resume until the discovered TCR has been fully assessed by the Native American Monitor. The Tribe or Tribal monitoring agency will recover and retain all discovered TCRs in the form and/or manner the Tribe deems appropriate, in the Tribe's sole discretion, and for any purpose the Tribe deems appropriate, including for educational, cultural and/or historic purposes.	**City of Fountain Valley, Construction Contractor & Juaneño Band of Mission Indians, Acjachemen Nation- Belardes**	**Field Verification**	**1. City of Fountain Valley** **2. City of Fountain Valley** **3. During construction**
	MM TCR 6: (Juaneño Band of Mission Indians, Acjachemen Nation- Belardes only)	**City of Fountain Valley, Juaneño Band of Mission Indians, Acjachemen Nation- Belardes**	**Field Verification**	**1. City of Fountain Valley** **2. City of Fountain Valley**

TOPICAL AREA IMPACT	MITIGATION MEASURE	RESPONSIBLE PARTY	MONITORING ACTION	1. ENFORCEMENT AGENCY 2. MONITORING AGENCY 3. MONITORING PHASE
	Unanticipated Discovery of Human Remains and Associated Funerary or Ceremonial Objects. a) Native American human remains are defined in PRC 5097.98 (d)(1) as an inhumation or cremation, and in any state of decomposition or skeletal completeness. Funerary objects, called associated grave goods in Public Resources Code Section 5097.98, are also to be treated according to this statute. b) If Native American human remains and/or grave goods are discovered or recognized on the project site, then Public Resource Code 5097.9 as well as Health and Safety Code Section 7050.5 shall be followed. c) Human remains and grave/burial goods shall be treated alike per California Public Resources Code section 5097.98(d)(1) and (2). d) Preservation in place (i.e., avoidance) is the preferred manner of treatment for discovered human remains and/or burial goods. e) Any discovery of human remains/burial goods shall be kept confidential to prevent further disturbance.	**& Orange County Coroner**		**3. During construction**

ORDINANCE NO._____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FOUNTAIN VALLEY APPROVING A MITIGATED NEGATIVE DECLARATION AND ADOPTING A MITIGATION MONITORING AND REPORTING PROGRAM, AND APPROVING CODE AMENDMENT NO. 24-01 TO AMEND THE ORANGE COAST MEMORIAL MEDICAL CENTER SPECIFIC PLAN TO INCLUDE MODIFICATIONS TO THE DEVELOPMENT STANDARDS THAT WOULD PERMIT A FREESTANDING PARKING STRUCTURE IN PLANNING AREA 3 OF THE ORANGE COAST MEDICAL CENTER SPECIFIC PLAN

WHEREAS, Hunsaker & Associates ("Applicant"), on behalf of MemorialCare Orange Coast Medical Center ("OCMC" or "Owner"), has submitted an application for a project consisting of an amendment to the Orange Coast Memorial Medical Center Specific Plan and the construction of a freestanding employee parking structure with an attached pedestrian bridge at the southwest corner of Talbert Avenue and Foster Street in the City of Fountain Valley ("Project"); and

WHEREAS, the Project Site is within the Orange Coast Memorial Medical Center Specific Plan area, in Planning Area 3, and is currently developed as an existing surface parking lot commonly referred to as the "Foster Lot"; and

WHEREAS, the Project includes demolition of the existing surface parking lot containing 231 parking spaces and construction of a freestanding parking structure containing one subterranean level, three covered parking levels, and one rooftop parking level, for a total of five parking levels and 784 parking spaces; and

WHEREAS, the Project also includes a pedestrian bridge extending over Foster Street from the third level of the parking structure to a freestanding elevator and stair tower located on the east side of Foster Street within the main OCMC campus; and

WHEREAS, the Project would result in significant increase in parking spaces on the OCMC campus after accounting for removal of the existing Foster Lot and minor parking loss associated with bridge landing improvements; and

WHEREAS, the proposed parking structure is intended to serve OCMC employees and to improve parking supply and circulation on the medical center campus by allowing a greater separation of employee parking from patient and visitor parking; and

WHEREAS, the Project requires the following discretionary approvals by the City:

- Adoption of a Mitigated Negative Declaration ("MND") and Mitigation Monitoring and Reporting Program ("MMRP") for the Project pursuant to the California Environmental Quality Act ("CEQA");

- Approval of Code Amendment (CA) No. 24-01 to amend the Orange Coast Memorial Medical Center Specific Plan to allow a freestanding parking structure in Planning Area 3 and establish related development standards; and

- Approval of Precise Plan No. 581 for construction of the proposed parking structure and pedestrian bridge; and

WHEREAS, the General Plan serves as the City's comprehensive long-range guide for physical development, land use, circulation, public facilities, and compatibility among land uses; and

WHEREAS, Orange Coast Memorial Medical Center is an established regional medical campus in Fountain Valley that has undergone prior City review and entitlement actions, including approval of major campus expansion in 2007 associated with the Patient Care Pavilion and related parking and circulation improvements; and

WHEREAS, the Parking Study prepared by Linscott, Law & Greenspan, Engineers concluded that the existing OCMC campus contains 1,353 parking spaces and has an existing parking deficiency relative to applicable City parking standards, and that the proposed Project would increase campus parking supply to 1,903 spaces, resulting in a parking surplus over the calculated code requirement; and

WHEREAS, the Parking Management Plan identifies operational measures intended to maintain adequate parking supply and orderly circulation during construction of the Project and after Project completion; and

WHEREAS, in response to public and neighborhood input, OCMC revised the Project design from the initial submittal to reduce the overall parking count, step back upper parking levels, and increase setbacks and buffering adjacent to the residential uses to the west; and

WHEREAS, the revised Project reduced the total number of parking spaces from 862 to 784 and increased the upper-level setbacks from the western residential property line; and

WHEREAS, the proposed parking structure would have a height of approximately 36 feet, 2 inches to the roof parapet, with elevator towers up to approximately 41 feet, 10 inches, and related appurtenances within the maximum height allowed by the proposed code amendment; and

WHEREAS, landscaping and buffering are proposed along the western edge of the Project Site adjacent to existing residences, including an approximately 18-foot landscaped setback at ground level; and

WHEREAS, on December 17, 2024, the Fountain Valley City Council approved a contract with UltraSystems Environmental Inc. for consultant services to prepare an Initial Study and Mitigated Negative Declaration for the Project;

WHEREAS, the MND determined that the Project could have potentially significant environmental effects in certain categories, but that all such effects would be reduced to a less-than-significant level through implementation of mitigation measures identified in the MND and MMRP; and

WHEREAS, the mitigation measures address, among other topics, air quality, biological resources, cultural resources, and geology/soils, and are enforceable through the MMRP, conditions of approval, and applicable permit and construction requirements; and

WHEREAS, the MND was circulated for public review for the required 30-day review period from March 3, 2026, through April 2, 2026; and

WHEREAS, comments were received during the public review period and responses to comments were prepared by UltraSystems Environmental Inc. and made available to the City of Fountain Valley Planning Commission and the public; and

WHEREAS, the Planning Commission held a duly noticed public hearing on April 22, 2026, at which time all interested persons were given the opportunity to testify and present evidence concerning the Project,; and

WHEREAS, the Planning Commission considered the entire record, including the staff report, plans, CA, MND and MMRP, technical appendices and supporting studies, public testimony, and all written materials submitted regarding the project; and

WHEREAS, the Planning Commission adopted Resolution 26-08, approving PP 581 to allow for the construction of a freestanding parking structure in Planning Area 3 of the OCMC Specific Plan at its noticed public hearing on April 22, 2026; and

WHEREAS, the Planning Commission adopted Resolution No. 26-09 recommending that the City Council adopt the MND and MMRP for the OCMC Parking Structure Project, and approve Code Amendment No. 24-01, by a vote of 5-0 at its noticed public hearing on April 22, 2026; and

WHEREAS, per the California Environmental Quality Act (CEQA), the City Council of the City of Fountain Valley considered the MND, MMRP, all comments received during the public review period, and the administrative record for the Project, at its noticed public hearing on June 16, 2026; and

WHEREAS, the City Council considered CA 24-01, an amendment to the Orange Coast Memorial Medical Center Specific Plan to allow for the development of the Parking Structure Project as shown in ”Exhibit A” attached to this Ordinance, at its noticed public hearing on June 16, 2026; and

WHEREAS, the proposed CA 24-01 has been publicly noticed in accordance with State Law and the Fountain Valley Municipal Code; and

NOW, THEREFORE, the City Council of the City of Fountain Valley does ordain as follows

SECTION 1

The City Council finds that due notice of the public hearing on June 16, 2026, conducted in the Council Chambers, City Hall, 10200 Slater Avenue, was given as required by the FVMC, Title 21, and the Statutes of the State of California.

SECTION 2

Prior to taking action on this Ordinance, the City Council, as Lead Agency, reviewed and considered the Mitigated Negative Declaration (MND) and Mitigation Monitoring and Reporting Program (MMRP) prepared for the project. The City Council finds that there is no substantial evidence that the project and Amendments will have a significant effect upon the environment, and hereby adopts the MND and MMRP for the Project. The City Council further finds that the MMRP will ensure compliance during project implementation in that changes to the Project and/or mitigation measures have been incorporated into the Project and are fully enforceable through permit conditions, agreements, or other measures as required by Public Resources Code Section 21081.6.

The MND was circulated for public review from March 3, 2026, to April 2, 2026, and made available to the public and the City Council for review and consideration. The City Council has reviewed the MND, together with all comments and responses to those comments, and the MMRP, and finds that the environmental document considers all environmental effects of the proposed Project, is complete and adequate, and fully complies with all requirements of CEQA and the CEQA Guidelines.

The City Council, as Lead Agency, reviewed and considered the MND, the MMRP, and all comments received, and through its independent judgment and on the basis of the whole record before it, finds that there is no substantial evidence that the Project will have a significant effect on the environment, provided that the mitigation measures identified in the environmental document are incorporated into the Project.

SECTION 3

Pursuant to Fountain Valley Municipal Code section 21.34.050 the City Council does hereby find as follows:

1. The proposed amendments ensure and maintain internal consistency with the actions, goals, objectives and policies of the general plan, and would not create any inconsistencies with this title, in the case of a title amendment.

    - *The amendments would facilitate continued operation of an existing regional medical center and would address an identified parking deficiency on the campus. The amendment supports orderly campus development and improved on-site*

circulation while maintaining consistency with the General Plan's goals and policies related to land use compatibility, public facilities, circulation, and community design.

The Amendments would be consistent with the following General Plan goals and policies below:

Land Use Element

Goal LU-1: An arrangement of compatible land uses that protects and maintains attractive and safe neighborhoods while promoting dynamic activity centers and preserving conventional commercial and industrial uses.

Policy LU-1.1 Land use compatibility and viability. Require that new development is located, scaled, buffered, and designed to minimize negative impacts on existing conforming uses and adjacent neighborhoods. Required that new residential developments are located, scaled, buffered, and designed so as to not hinder the economic viability and continuity of areas planned for nonresidential uses.

- *The proposed parking structure is ancillary and supportive to OCMC and does not change the land use of the site. Its design organizes parking demand within a defined facility and incorporates circulation controls intended to minimize conflicts with adjacent roadways and pedestrian areas. The parking structure serves an existing medical campus use, which is already established in the area. The project supports the hospital employee parking demand by consolidating parking into a structure, and may also reduce parking impacts elsewhere on campus.*

Policy LU-1.3 Mix of land uses. Maintain a balanced mix of high quality residential, retail, employment, industrial, open space, and public facility land uses to ensure a range of living options, fiscal sustainability, and convenient access to shops, restaurants, services, and well-paid and highly skilled jobs.

- *The proposed parking structure supports the continued operation of a major medical employment and public-servicing institutional use within the City. By expanding employee parking capacity for the OCMC campus, the project helps to maintain an important component of the city's mix of employment, medical, and institutional land uses.*

Goal LU-2: A balance mix of land uses and development types that results in fiscal sustainability and support continuously improving public facilities and services.

Policy LU-2.1 Fiscal impacts. Require proposed new development to demonstrate that it can and will be adequately served by public facilities without negatively impacting existing capacities and levels of service. Require new development and changes in use requiring discretionary City approval to be fiscally neutral or beneficial.

- *The OCMC Parking Structure Project supports continued operation of an established medical campus and is intended to serve employee parking demand for OCMC. The*

environmental review indicates the project would not result in significant impacts related to public services, utilities, or circulation, supporting a finding that the project can be adequately served by public facilities. The project supports an existing major employment and medical services provider. The parking structure would be for OCMC employees to park during their work shifts, attempting to resolve an ongoing issue. The approval of the project would not be fiscally beneficial or detrimental to the City.

Goal LU-3: Neighborhoods, places, and buildings that are well maintained, demonstrate pride and reinvestment, and reinforce a sense of community.

Policy LU-3.1 Pride and identity. Enhance the sense of identity and increase the feeling of pride among residents, business owners, employees, and visitors by encouraging excellent physical design and continual property maintenance and improvements.

- *The project represents reinvestment in the OCMC campus through replacement of an existing surface lot with a structured parking facility and related site improvements. The inclusion of landscaping, lighting, pedestrian improvements, and architectural treatment surrounding the structure, supports the physical improvement of the site.*

Policy LU-3.2 Scale and character. Ensure that all new development is compatible with the scale and character of the surrounding neighborhoods in Fountain Valley.

- *The project introduces a structured parking facility adjacent to residential uses, which requires careful attention to height, setbacks, lighting, and visual buffering. The project includes setbacks from adjacent homes and townhomes and is subject to discretionary review through the entitlement process to ensure compatibility with surrounding neighborhood character.*

<u>Mobility Element</u>

Goal CM-1: A safe and efficient network of streets that are adequate for residents, businesses, visitors, and emergency services.

Policy CM-1.1 Level of service. Maintain a citywide level of service (LOS) not exceeding LOS D for intersections during the peak hours. Require new development projects to mitigate off-site traffic impacts to the maximum extent feasible to maintain the City's LOS standard.

- *The Initial Study/Mitigated Negative Declaration concluded that transportation and traffic impacts would be less than significant. Based on that analysis, the project would not cause unacceptable impacts requiring additional environmental review.*

<u>Public Facilities and Safety Element</u>

Goal PFS-5: Protect public health and welfare by eliminating existing noise problems and preventing significant degradation of the acoustic environment.

Policy PFS-5.1 Land use compatibility. Approve development and require mitigation measures to ensure existing and future land use compatibility as shown in the City's Noise Control Ordinance and state interior and exterior noise standards.

- *The project would incorporate all noise mitigation measures as required by the environmental review process and the City's Noise Ordinance.*

2. The proposed amendments would not be detrimental to the public convenience, health, interest, safety or welfare of the city.

    - *The amendments would allow implementation of a project that improves parking organization and supply for the existing OCMC hospital campus serving the community. By shifting employee parking to the proposed structure, the project would improve the availability and functionality of parking for patients and visitors on the main campus.*

3. The proposed project has been reviewed in compliance with the provisions of the California Environmental Quality Act (CEQA) and the city's environmental review procedures.

    - *As set forth in Section 2 of this Ordinance, the City Council has reviewed and considered the MND, MMRP, all comments received during the public review period, and the administrative record for the Project, and hereby finds that the project has been reviewed in compliance with CEQA and the City's environmental review procedures. The MND was circulated for public review from March 3, 2026, to April 2, 2026, and received 16 comments from the public.*

SECTION 4

The City Council hereby adopts Code Amendment No. 24-01, as set forth in "Exhibit A", and attached hereto and incorporated herein by this reference, and finds that Code Amendment No. 24-01 is consistent with the Fountain Valley Municipal Code, as well as the Fountain Valley General Plan.

SECTION 5

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 section, subsection, sentence, clause or phrase not declared invalid or unconstitutional without regard to whether any portion of the ordinance would subsequently be declared invalid or unconstitutional.

SECTION 6

The City Clerk shall certify the adoption of this ordinance and cause it to be published as required by law. This ordinance shall become effective thirty (30) days after the date of its adoption.

PASSED, APPROVED AND ADOPTED THIS ___ DAY OF _____, 2026.

ATTEST:

_____
Jim Cuneen Mayor

_____
Rick Miller, City Clerk

APPROVED AS TO FORM

HARPER & BURNS LLP

_____
Attorneys for the City
City of Fountain Valley

ATTACHED: "Exhibit A" – Orange Coast Medical Center Specific Plan

DRAFT
SPECIFIC PLAN AMENDMENT

November 24, 2025

MEMORIALCARE
ORANGE COAST ~~MEMORIAL~~ MEDICAL CENTER
~~-~~SPECIFIC PLAN

~~ORANGE COAST MEMORIAL~~
~~HOSPITAL~~MemorialCare Orange Coast Medical Center
~~9900 Talbert~~
~~Avenue~~18111 Brookhurst Street
Fountain Valley, CA 92708

Prepared by:
City of Fountain Valley

LIST OF TABLES

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LIST OF EXHIBITS

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3	Existing Project Site	3-4
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5	Conceptual Circulation Plan	7-8
6	Conceptual Landscape Plan	9-10

2.0 INTRODUCTION

2.1 PROJECT LOCATION

The project area is located in the central portion of Orange County, within the City of Fountain Valley. The City of Fountain Valley is located approximately 30 miles southeast of the City of Los Angeles, west of the Santa Ana River and north of the I-405 (San Diego) Freeway. More specifically, the project site is located at the southwest corner of Talbert Avenue and Brookhurst Street, in the southwest portion of the City of Fountain Valley. Refer to Exhibit 1 for a general regional location map and to Exhibit 2 for a vicinity map.

2.2 EXISTING SITE CHARACTERISTICS

The approximately 15.45-acre project area houses the existing ~~Orange Coast Memorial Hospital and Medical Center~~MemorialCare Orange Coast Medical Center (OCMC). The Medical Center is comprised of the ~~Orange Coast Memorial~~OCMC Hospital, the Patient Care Pavilion, the ~~Talbert Building~~Health & Wellness Pavilion, ~~the~~two ~~Edinger Building, the Specialty~~OCMC Medical Buildings, the OCMC Dental Office, ~~the MRI Building, the Orange Coast Healthtech Regional Laboratory, the Annex Building, a vacant building,~~ a parking garage (with 816 parking spaces), and four surface parking lots throughout the Medical Center (with 537 surface parking spaces). The ~~Orange Coast Memorial Hospital~~OCMC Hospital and Patient Care Pavilion ~~is a~~are a general medical and surgical hospital. The ~~Talbert Building, Edinger Building, Specialty Building~~Heatlh & Wellness Pavilion and OCMC Medical Buildings~~,~~ ~~the MRI Building, and the Annex Building~~ are ~~all~~ medical office buildings. Refer to Exhibit 3 for an existing project site map.

2.3 CALIFORNIA ENVIRONMENTAL QUALITY ACT COMPLIANCE

This Specific Plan has been prepared in accordance with the California Environmental Quality Act (CEQA). An Environmental Impact Report (EIR) was prepared for the Specific Plan.

Future development projects, which are consistent with the Specific Plan, will require either no future environmental documentation or, in special cases, only very focused environmental analysis as documented in section 15162, 15163 and 15164 (Subsequent EIR's, Supplemental EIR's and Addendums) of the CEQA guidelines (California Code of Regulations). For the addition of the Foster Street Employee Parking Structure, a Mitigated Negative Declaration (MND) has been prepared to analyze the potential environmental impacts as required by CEQA.

2.4 AUTHORITY AND SCOPE

The ~~Orange Coast Memorial Medical Center~~OCMC Specific Plan has been prepared pursuant to the provisions of the California Government Code, Title 7, Division 1, Chapter 3, Article
8, Sections 65450 through 65457. The California Government Code authorizes cities to

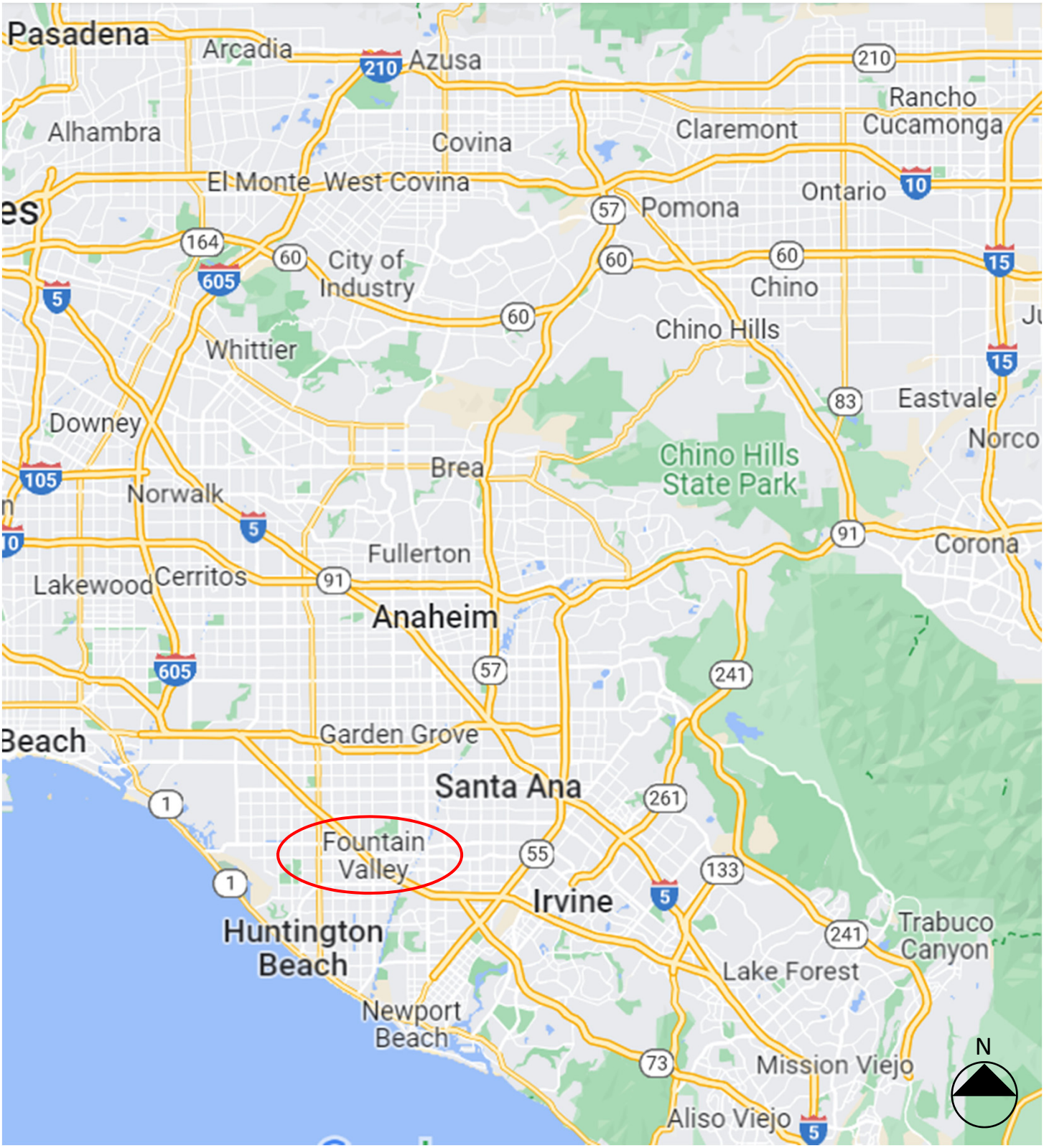
adopt specific plans by resolution as policy or by ordinance as regulation. Hearings are required by both Planning Commission and City Council to be in effect.

This Specific Plan is a regulatory plan which will serve as the zoning ordinance for the subject property. Proposed development plans, agreements, site plans, tentative tract maps or parcel maps, and any other development approval must be consistent with the Specific Plan. Projects which are found consistent with the Specific Plan will be deemed consistent with the City's General Plan.

2.5 PROJECT OBJECTIVES

In preparing this Specific Plan, consideration has been given to existing facilities, potential expansion and/or redevelopment of some facilities, additional facilities proposed to be constructed in the immediate future and long-term future uses. This Specific Plan will serve as a planning tool to implement the physical development of the project area by regulating new development and providing mechanisms to ensure consistent implementation. Recognizing these goals, the following project objectives have been established:

- To continue to meet the needs of the community and region by providing for appropriate facility expansion, new programs, ~~and~~ services and parking;
- To plan and locate new uses to assure compatibility with other existing medical facilities and the surrounding neighborhood;
- To provide for ~~future permitted uses~~expanding medical services which respond to anticipated community needs;
- To assure adequate supporting infrastructure and parking exists to service ~~future development~~the medical center;
- To provide a logical and efficient on-site circulation system, both vehicular and pedestrian, including distributed parking to appropriately ~~service~~ serve the facilities;
- To establish a cohesive and efficient signage program to facilitate on-site circulation and ease of use by medical center patrons;
- To establish a cohesive landscape program which enhances the visual appearance of the medical center;
- To provide development standards in support of Specific Plan ~~concepts~~objectives and planning principles; and
- To implement the goals, objectives, and policies of the City of Fountain Valley.



Source: Google Maps

Not To Scale

Regional Location

EXHIBIT 1

Source: Google Maps

Not To Scale

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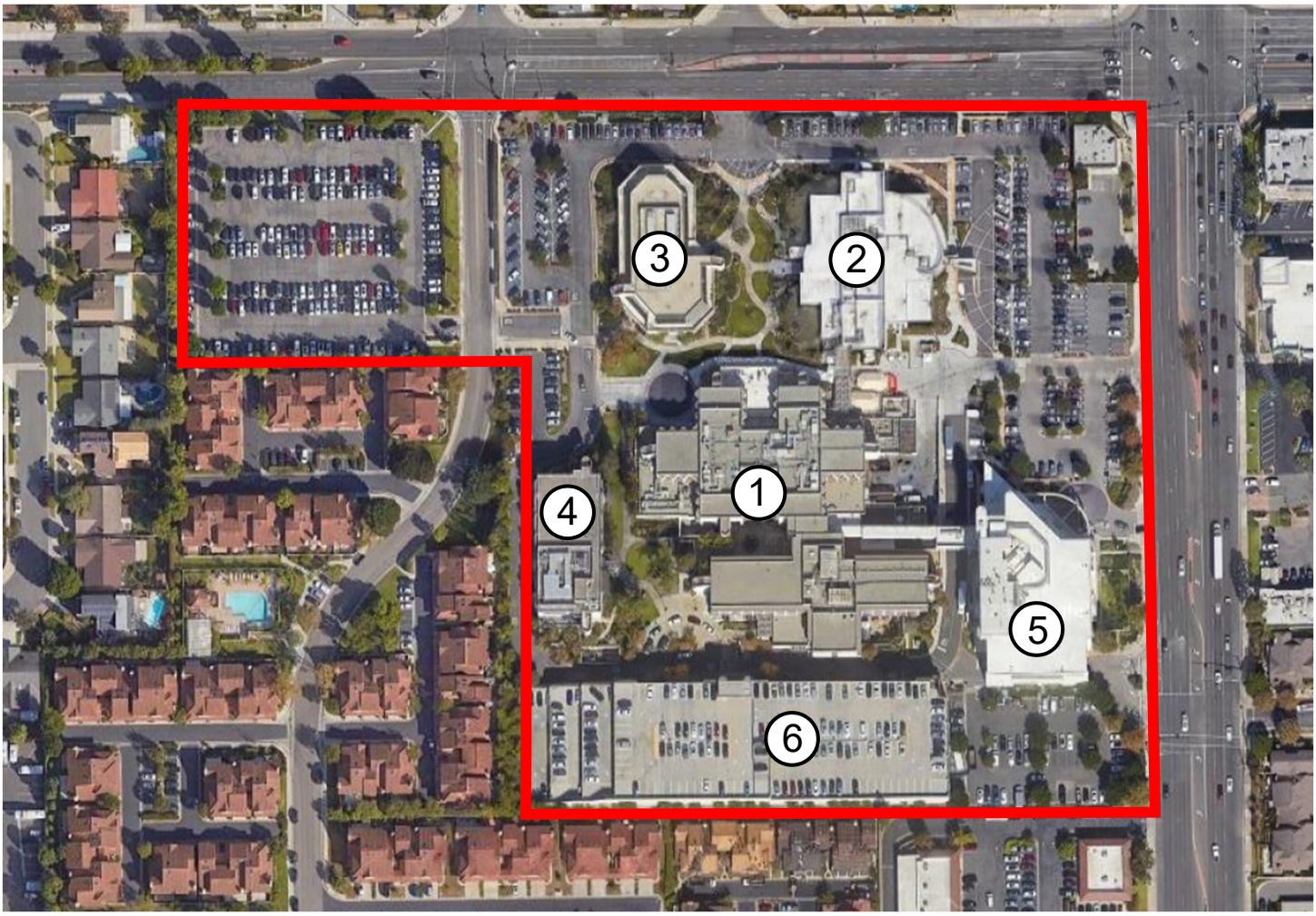
Local Vicinity

EXHIBIT 2



Source: Google Maps

Not To Scale

N

1 MemorialCare Orange Coast Medical Center: General Medical & Surgical Hospital
9920 Talbert, Fountain Valley, CA 92708

2 MemorialCare Health & Wellness Pavilion
18035 Brookhurst St, Fountain Valley, CA 92708

3 OCMC Medical Office Building
9900 Talbert Avenue, Fountain Valley, CA 92708

4. OCMC Medical Office Building
9940 Talbert, Fountain Valley, CA 92708

5. The Patient Care Pavilion
18111 Brookhurst Street, Fountain Valley, CA 92708

6. Parking Structure: Four Levels plus roof-top Parking: 816 Parking Spaces

Existing Project Site

EXHIBIT 3

3.0 DEVELOPMENT PROGRAM

The Specific Plan Development Program contains three major components:

1. A Conceptual Land Use Development Plan
2. A Conceptual Circulation Plan
3. A Conceptual Landscape Plan

Each of these program elements is described in the following discussion with supporting statistical data and graphic exhibits.

3.1 CONCEPTUAL DEVELOPMENT PLAN

The Orange Coast Memorial Medical Center is comprised of 3 planning areas as summarized in this section:

~~The Conceptual Development Plan which is illustrated in Exhibit 4 addresses three general categories of anticipated future development: 1) Demolition; 2) Immediate Development; and 3) Potential Redevelopment of Existing Facilities.~~ The Specific Plan Area has been broken down into planning areas based on the campus' features and geographic location~~to facilitate description of activities anticipated~~. Planning Area 1 houses the Hospital and Patient Care Pavilion as well as southwesterly Medical Office Building and southerly Parking Structure, all primarily accessed off of Brookhurst Street. Planning Area 2 consists of the two Medical Office Buildings, a Dental Office and surrounding surface parking areas located off of Talbert Avenue. Planning Area 3 is the surface parking lot at the northwest corner of the OCMC campus, separated by Foster Street. ~~Areas shown on Exhibit 4 planned for demolition and immediate development include the proposed Orange Coast Patient Care Pavilion project.~~

The Conceptual Development Plan, which is illustrated in Exhibit 4, addresses the proposed redevelopment of the existing Foster Street surface parking lot, separated from the main, existing OCMC campus by Foster Street for a parking structure with 782 spaces (approximately 293,738 square feet), known as the proposed Foster Street Employee Parking Structure. As illustrated in Tables 1~~ Table~~ and 2, ~~proposed~~ existing site utilization ~~as part of the Conceptual Development Plan~~ represents ~~approximately 139,156 additional square feet for the planning areas, bringing~~ the Specific Plan Area total ~~to approximately~~of ~~482,682~~467,468 square feet of hospital, medical office and dental office uses. This represents a development intensity of 0.7~~02~~ FAR. No increase in the campus' hospital, medical office and dental office uses are proposed with the Conceptual Development Plan for the proposed parking structure to redevelop the Foster Street surface parking lot. Construction of the ~~Conceptual Development Plan~~Foster Street Parking Structure ~~is anticipated to occur in several phased increments~~will occur in one construction phase.

The following discussion outlines the character and type of uses ~~anticipated~~ by Planning Area. Additional detail with respect to permitted uses is contained in Section 4.0.

3.1.1 Planning Area 1

Planning Area 1 is comprised of approximately 8.4 acres and contains the following buildings and uses: The Orange Coast ~~Memorial Hospita~~Medical Center main hospital ~~1~~ is a three-story general medical and surgical hospital with 182,900 square feet, currently licensed for up to ~~224~~ 221 inpatient hospital care beds, the six-story Patient Care Pavilion with 53,608 square feet of general hospital use and 108,796 square feet of medical offices. The three-story, ~~40,503~~34,816 square foot, ~~Specialty~~ Medical Office Building at 9940 Talbert Avenue ~~is currently occupied by the Talbert Medical Group~~provides medical offices for the Miller Children's Pediatric Clinic ~~which accommodates urology, eye care, gastrointestinal, rehab, obstetrics, surgical specialty, neurology, Parkinson's departments, obesity departments,~~ and ~~vacant space~~other Physician offices. ~~The one story MRI Building is a 780 square foot building built around~~
~~2002. The Orange Coast Healthtech Regional Laboratory is a one story, 4,455 square foot, building which houses laboratory and testing function for the hospital. The Annex~~

~~Building is a two-story, 21,561 square foot, medical office building which includes human resources, financial support, marketing, case management, education functions, and internist practice. The uses of these medical offices are associated with the hospital. The vacant building is one-story, 3,548-square-foot building constructed in 1974.~~ The southerly parking ~~garage~~ structure has five levels with roof-top parking. The parking garage is approximately 40 feet high with ~~814~~ 816 spaces. Additional surface parking areas are located in Planning Area 1, east of the existing southerly parking structure, north of Patient Care Pavilion and south of the Foster Street entry to the main OCMC campus, for convenient parking to the hospital and medical office uses.

~~Exhibit 4 identifies proposed immediate development areas, and future development areas. As shown in Table 2, the future site utilization of Planning Area 1 includes the demolition of four buildings; the Orange Coast Healthtech Regional Laboratory, the Annex Building, the vacant building, and the MRI building. It includes the proposed construction of the Orange Coast Patient Care Pavilion; a 162,500 square foot medical office and laboratory building. A proposed green space is to be developed on the location of the existing MRI building.~~

~~A proposed 2,000 square foot, pedestrian overpass/walkway connector is to be constructed to connect from the proposed Orange Coast Patient Care Pavilion to the existing Orange Coast Memorial Hospital. Surface parking lots and landscaping is to be constructed around the Proposed Orange Coast Patient Care Pavilion building.~~

~~The Orange Coast Patient Care Pavilion, the pedestrian overpass/walkway connector, and the surface parking lots and landscaping are identified as immediate (phase I) development for Planning Area 1.~~

~~A proposed construction of an approximately 5,000-square-foot addition to the Orange Coast Memorial Hospital along the north side of the hospital would provide about six additional beds. As shown on Exhibit 4, this construction is identified as future (phase II) development.~~

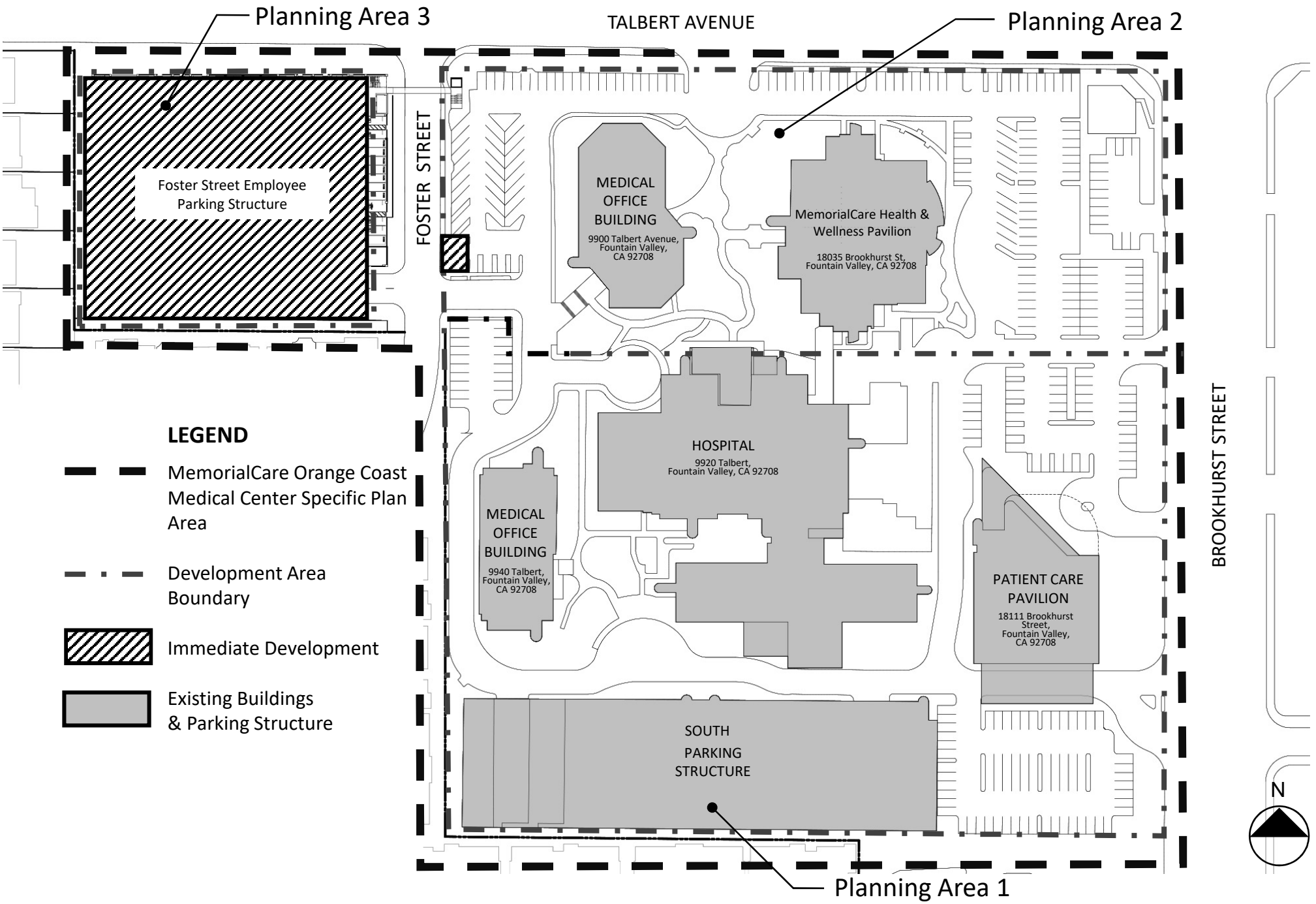
~~Exhibit 4 identifies proposed potential future (phase III) development areas which includes the demolition and removal of surface parking lot, located south of the proposed Orange Coast Patient Care Pavilion. The proposed construction of the parking structure expansion would be constructed to be similar to the existing parking structure; a five level parking structure with rooftop parking and lighting. As identified in Exhibit 4, the demolition and removal of landscaped area (existing MRI building), and the construction of surface parking is identified as potential future (phase III) development.~~

~~The proposed developments for Planning Area 1 may be constructed subject to planning and environmental review.~~

3.1.2 Planning Area 2

Planning Area 2 consists of approximately 4.75 acres and includes the following buildings and uses: The two-story, ~~34,816~~43,985 square foot, ~~Talbert Building~~18035 Brookhurst Street, MemorialCare Health & Wellness Pavilion building, with medial offices for the Spine Health Center, MemorialCare Heart and Vascular Institute, The Coast Resource Center and other Physician Specialist Offices as well as Community Conference Center with five conference rooms ~~currently occupied by the Talbert~~

~~Medical Group which includes a pharmacy, lab, obstetrics,~~



Conceptual Development Plan

EXHIBIT 4

NOT TO SCALE

TABLE 1
EXISTING SITE UTILIZATION

AREA	HABITABLE BUILDING	SITE SQ. FT.	BUILDING SQ. FT.	USE	FAR
	~~Orange Coast Memorial Medical Specific Plan~~ MemorialCare Orange Coast Medical Center Specific Plan	15.5 acres ~~(675,108 sq. ft.)~~ (679,452 sq. ft.)	~~343,526 sq. ft.~~ 467,468 sq. ft.	Mixed	~~0.51~~ 0.70
1	~~Orange Coast Memorial Hospital~~ MemorialCare OCMC Hospital (9920 Talbert Avenue)		~~194,500 sq. ft.~~ 177,900 sq. ft.	Hospital	
	~~Specialty Building: Talbert Medical Group~~ Medical Office Building (9940 Talbert Avenue)		~~40,503 sq. ft.~~ 34,816 sq. ft.	Medical Offices/ Hospital	
	The Patient Care Pavilion (18111 Brookhurst Street)		160,404 sq. ft.	Medical Offices/ Hospital	
	Ped. Overpass/Walkway Connector		2,000 sq. ft.		
	Emergency Department Expansion		5,000 sq. ft.		
	~~MRI Building~~		~~780 sq. ft.~~	~~Medical Offices~~	
	~~Orange Coast Healthtech Regional Laboratory~~		~~4,455 sq. ft.~~	~~Medical Offices~~	
	~~The Annex Building~~		~~21,561 sq. ft.~~	~~Medical Offices~~	
	~~Vacant Building~~		~~3,548 sq. ft.~~	~~Vacant~~	
	Surface Parking	Included Below		Parking	
	Planning Area 1 Total	8.4 (365,900 sq. ft.)	~~265,347 sq. ft.~~ 387,120 sq. ft.		~~0.73~~ 1.06
2	~~Talbert Building: Talbert Medical Group~~ Health & Wellness Pavilion (18035 Brookhurst Street)		~~34,816 sq. ft.~~ 43,985 sq. ft.	Medical Offices/ Hospital	
	~~Edinger Building: Edinger Medical Group~~ Medical Office Building (9900 Talbert Avenue)		41,213 sq. ft.	Medical Offices/ Hospital	
	Dental Office		2,150 sq. ft.	Dental Office	
	Surface Parking	Included Below		Parking	
	Planning Area 2 Total	4.8 acres (213,444 sq. ft.)	~~78,179 sq. ft.~~ 87,348 sq. ft.		~~0.37~~ 0.41
3	Surface Parking	Included Below		Parking	
	Planning Area 3 Total	2.3 acres (100,108 sq. ft.)			N/A

AREA	PARKING STRUCTURE	SITE SQ. FT.	BUILDING SQ. FT.	USE	FAR
1	South Parking Structure		225,734 sq. ft.	Parking	

TABLE 2
PROPOSED SITE UTILIZATION

AREA	HABITABLE BUILDING	SITE SQ. FT.	BUILDING SQ. FT.	USE	FAR
~~Orange Coast Memorial Medical Specific Plan~~ MemorialCare Orange Coast Medical Center Specific Plan		15.5 acres ~~(669,038.04 sq. ft.)~~ (679,452 sq. ft.)	~~482,682 sq. ft.~~ 467,468 sq. ft.	Mixed	~~0.72~~ 0.70
1	~~Orange Coast Memorial Hospital~~ MemorialCare OCMC Hospital (9920 Talbert Avenue)		~~194,500 sq. ft.~~ 177,900 sq. ft.	Hospital	
	~~Specialty Building: Talbert Medical Group~~ Medical Office Building (9940 Talbert Avenue)		~~40,503 sq. ft.~~ 34,816 sq. ft.	Medical Offices/ Hospital	
	~~Proposed~~ ~~Orange Coast~~ The Patient Care Pavilion (18111 Brookhurst Street)		~~162,500 sq. ft.~~ 160,404 sq. ft.	Medical Offices/ Hospital	
	~~Proposed~~ Ped. Overpass/Walkway Connector		2,000 sq. ft.		
	~~Proposed~~ Emergency Department Expansion		5,000 sq. ft.		
	~~Proposed Surface Parking~~	~~Included Below~~			
	Surface Parking	Included Below		Parking	
	Planning Area 1 Total	8.4 acres (365,900 sq. ft.)	~~404,503 sq. ft.~~ 387,120 sq. ft.		~~1.11~~ 1.06
2	~~Talbert Building: Talbert Medical Group~~ Health & Wellness Pavilion (18035 Brookhurst Street)		~~34,816 sq. ft.~~ 43,985 sq. ft.	Medical Offices/ Hospital	
	~~Edinger Building: Edinger Medical Group~~ Medical Office Building (9900 Talbert Avenue)		41,213 sq. ft.	Medical Offices/ Hospital	
	Dental Office (18025 Brookhurst Street)		2,150 sq. ft.	Dental Office	
	Surface Parking	Included Below		Parking	
	Planning Area 2 Total	4.8 acres (213,444 sq. ft.)	~~78,179 sq. ft.~~ 87,348 sq. ft.		~~0.37~~ 0.41
3	~~Surface Parking~~	~~Included Below~~		~~Parking~~	
	Planning Area 3 Total	2.3 acres (100,108 sq. ft.)			N/A

AREA	PARKING STRUCTURE	SITE SQ. FT.	BUILDING SQ. FT.	USE	FAR
1	Parking Structure		225,734 sq. ft.	Parking	
	~~Proposed Parking Structure Expansion~~		~~107,456 sq. ft.~~	~~Parking~~	
3	Proposed Parking Structure		293,738 sq. ft.	Parking	
	Total		~~333,190 sq. ft.~~ 519,472 sq. ft.		

~~urgent care, orthopedics, administration departments, pediatrics, family practice, and internal medicine departments.~~ The three-story, 41,213 square foot, ~~Edinger Building~~9900 Talbert Avenue Medical Office Building is currently occupied by the ~~Edinger Medical Group which accommodates the breast center, infusion, second opinion, physicians departments, obstetrics, pain, research departments, urgent care, family practice, and internal medicine departments~~MemorialCare Breast Center and other Physician Offices. Surface parking areas are located along the northern, western and eastern perimeters of Planning Area 2 for convenient parking, including valet parking service. The dental office building is a one-story 2,150 square foot building located on the corner of Brookhurst Street and Talbert Avenue with an associated surface parking lot to serve the building's patrons and staff.

As shown on Exhibit 4 a small portion of Planning Area 2 will be part of the proposed immediate development for the pedestrian bridge landing from the Foster Street Employee Parking Structure to connect the main OCMC campus to the parking structure without crossing the street at the ground level, to avoid pedestrian conflict with vehicular traffic. The pedestrian bridge landing will require the reconfiguration of three existing surface parking spaces on the west edge of Planning Area 2, which will be replaced by parking spaces in the Foster Street Employee Parking Structure.

3.1.3 Planning Area 3

As shown in Exhibit 3, Planning Area 3 is a 2.3 acre surface parking lot with 231 parking spaces, which is separated from the main OCMC campus by Foster Street. ~~A total of four surface parking lots are located throughout the Medical Center with a total of 537 parking spaces.~~ Exhibit 4 identifies the proposed immediate development area, Foster Street surface parking lot to be redeveloped with of a five-level parking structure (one basement level and 3 stories above grade with roof parking ~~and four levels above grade~~) with 784 parking spaces for the employees of OCMC. As part of the proposed parking structure, a pedestrian bridge will be extended across Foster Street from the 3rd level of the parking structure to the main OCMC campus for convenient and safe pedestrian circulation and to avoid pedestrian conflict with vehicular traffic on Foster Street. The Foster Street Employee Parking Structure will add a 550-space net increase in parking spaces for the OCMC campus, by providing 784 proposed structured parking spaces minus the 234 existing spaces to be demolished to accommodate the proposed parking structure and pedestrian bridge.

The proposed Foster Street Employee Parking Structure will be constructed in one phase.

3.2 CONCEPTUAL CIRCULATION PLAN

3.2.1 Surrounding Street System

Roadways that will be utilized by development within the Specific Plan Area include Brookhurst Street, Talbert Avenue, Bushard Street, Ellis Avenue, Slater Avenue, and Ward Street. In the vicinity of the Specific Plan Area, the following roadway conditions exist:

Brookhurst Street: This north-south six-lane divided roadway is classified as a Major Arterial (120-foot right-of-way) on the City of Fountain Valley General Plan Circulation

Element.

Talbert Avenue: This east-west six-lane divided roadway is classified as a Primary Arterial (100-foot right-of-way) on the City of Fountain Valley General Plan Circulation Element.

Bushard Street: This north-south four-lane divided roadway is classified as a Secondary Arterial (80-foot right-of-way) on the City of Fountain Valley General Plan Circulation Element.

Ellis Avenue: This east-west four-lane divided roadway is classified as a Secondary Arterial (80-foot right-of-way) on the City of Fountain Valley General Plan Circulation Element.

Slater Avenue: This east-west four-lane divided roadway is classified as a Secondary Arterial (80-foot right-of-way) east of Ward Street and from Newland Street to I-405 and as a Primary Arterial (100-foot right-of-way) west of Ward Street to I-405 on the City of Fountain Valley General Plan Circulation Element.

Ward Street: This north-south four-lane divided roadway is classified as a Secondary Arterial (80-foot right-of-way) on the City of Fountain Valley General Plan Circulation Element.

3.2.2 Site Access

The ~~Orange Coast Memorial Medical Center Project~~MemorialCare Orange Coast Medical Center (OCMC) is located on the southwest corner of the intersection of Brookhurst Street and Talbert Avenue in the City of Fountain Valley. As Exhibit 5 illustrates, major access to ~~the Orange Coast Memorial Medical Center~~OCMC is provided by Talbert Avenue and Brookhurst Street.

There are currently three access points to the medical center along Talbert Avenue and with the approval of the Conceptual Circulation Plan, ~~the three~~two access points along Talbert Avenue will still exist, and exit/right-turn only at the westerly most driveway exiting from the proposed Foster Street Parking Structure. Each of these access points are described briefly below:

- Access Point 1 – Talbert Avenue. The access point located approximately 950 feet west of Brookhurst Street in the existing condition permits right turn only movement into ~~the medical center~~the Foster Street surface parking lot for OCMC from Talbert Avenue, and right turn only exiting. In the proposed condition, with the development of the Foster Street Employee Parking Structure, the access point will be converted to an exit only egress point from the parking structure to Talbert Avenue. The access point will also be shifted west per the parking structure design, so the exit only driveway is located approximately 1,050 feet west of Brookhurst Street.

- Access Point 2 – Talbert Avenue and Foster Street Intersection. The access point located approximately 750 feet west of Brookhurst Street permits right and left turn movements into the medical center from Talbert Avenue at a signalized intersection and right and left turn exiting from Foster Street.

- Access Point 3 – Talbert Avenue. The access point located approximately 450 feet west of Brookhurst Street permits right turn only movement into the ~~medical center~~OCMC from Talbert Avenue and right turn only exiting.

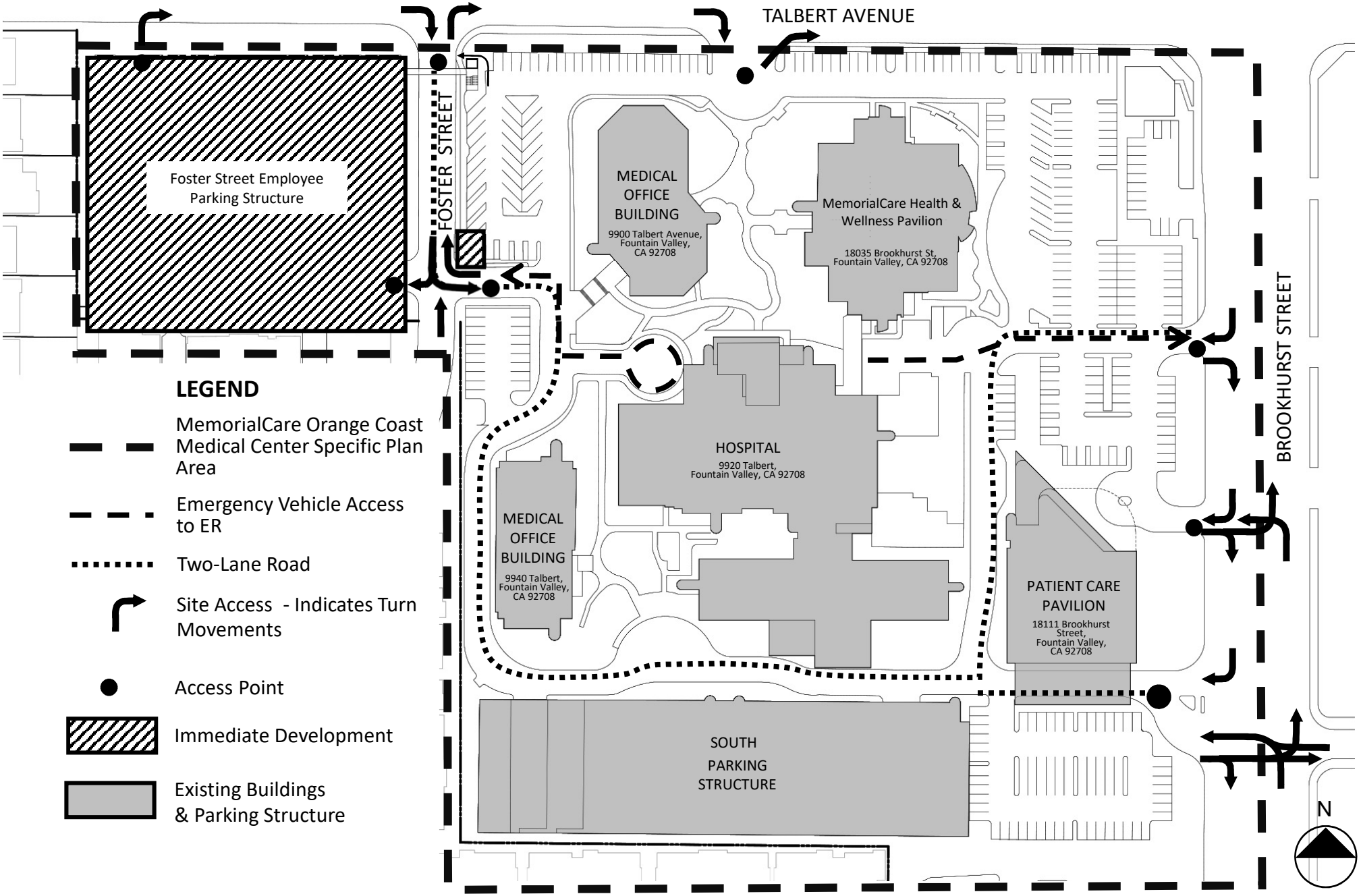
The Conceptual Circulation Plan also incorporates four access points off of Brookhurst Street. Each of these access points are described briefly below:

- Access Point 4 – Brookhurst Street. The access point located approximately 150 feet south of Talbert Avenue permits right turn only movement into the ~~medical center~~dental office surface parking lot from Brookhurst Street, and right turn only exiting.

- Access Point 5 – Brookhurst Street. The emergency entrance access point located

approximately 280 feet south of Talbert Avenue permits right turn only movement into the ~~medical center~~OCMC from Brookhurst Street, and right turn only exiting.

- Access Point 6 – Brookhurst Street. The access point located approximately 460 feet south of Talbert Avenue permits right and left turn movements into the ~~medical center~~OCMC from Brookhurst Street and right and left turn exiting.



Conceptual Circulation Plan

EXHIBIT 5

NOT TO SCALE

- Access Point 7 – Brookhurst Street and Hospital/Stone Field Drive Intersection. The access point located approximately 620 feet south of Talbert Avenue permits ~~right turn~~full access ~~only~~ turning movements into ~~the medical center~~OCMC from Brookhurst Street, and ~~right turn~~full access ~~only~~ exiting to Brookhurst Street from OCMC at a signalized intersection.

The Conceptual Circulation Plan also incorporates two access points off of Foster Street. Each of these access points are described briefly below:

- Access Point 8 – Foster Street/OCMC main campus access. The access point located approximately 250 feet south of Talbert Avenue, ~~west~~ east side of Foster Street, permits right and left turn movements into ~~the medical center~~OCMC from Foster Street and right and left turn exiting.

- Access Point 9 - Foster Street Employee Parking Structure access. The access point located approximately 250 feet south of Talbert Avenue, ~~east~~ west side of Foster Street, only permits right~~- and left~~ turn ingress only movements into the ~~medical center~~Foster Street Parking Structure access drive from southbound vehicular traffic on Foster Street ~~and right and left turn exiting~~. Left turn movements from north bound vehicular traffic on Foster Street will be prohibited by the entry design and clearly marked with traffic signs. Furthermore, this access point is ingress only with no exiting traffic from the Foster Street Employee Parking Structure to Foster Street.

3.2.3 On-site Circulation

Both Talbert Avenue and Brookhurst Street will be the collector streets for the Orange Coast Medical Center serving the site at the seven vehicular access points described in Section 3.2.2. All on-site circulation can be found on Exhibit 5. In addition to vehicular circulation, pedestrian circulation will be provided by on-site walkways, pedestrian bridge connections from the Foster Street Employee Parking Structure to the main OCMC campus and between the main OCMC Hospital and the Patient Care Pavilion buildings.

3.2.4 Parking

On-site facilities will be served by surface parking lots throughout the site and the two parking structures, the existing South Parking Structure and the proposed Foster Street Employee Parking Structure. Parking for the hospital, medical office and dental office uses will be provided ~~for future uses~~ in accordance with standards presented in Ssection 4.4.2.11 of this document. For convenience, complimentary valet parking service will also be provided at OCMC to better serve the community and facilitate access for MemorialCare Health & Wellness Pavilion, Childbirth and Cancer Center patients.

3.3 CONCEPTUAL LANDSCAPE PLAN

The intent of the landscape concept for the Orange Coast Memorial Medical Center Specific

Plan is to provide a unifying visual element which continues and strengthens the existing character of landscape within the medical center. The thematic components of the concept are described below.

3.3.1 Major Landscape Edges

Major Landscape Edges occur along Talbert Avenue and Brookhurst Street, as shown in Exhibit 6. The character of both of these project edges is described below.

Brookhurst Street Project Edge: ~~All development occurring along t~~This east boundary shall maintain a landscaped edge having a minimum depth of 15 feet. Measurement shall be from the street right-of-way. Landscape improvements to the Brookhurst Street edge

~~related to any new development shall be~~shall be consistent with the existing theme along Brookhurst Street, or with the approval from the Planning Department.

Talbert Avenue Project Edge: All development occurring along this north boundary shall maintain a landscaped edge having a minimum depth of 15 feet. Measurement shall be from the street right-of-way. Landscape improvements to the Talbert Avenue edge related to any new development shall be consistent with the existing theme along Talbert Avenue, or with the approval from the Planning Department.

3.3.2 Landscape Entry Treatments

Consistent landscape features incorporating the use of trees and other landscaping shall occur at the major entry points. These landscaped entry points must be consistent with the existing theme along the major edges, or with the approval from the Planning Department.

3.3.3 Perimeter Landscape Screening Edge

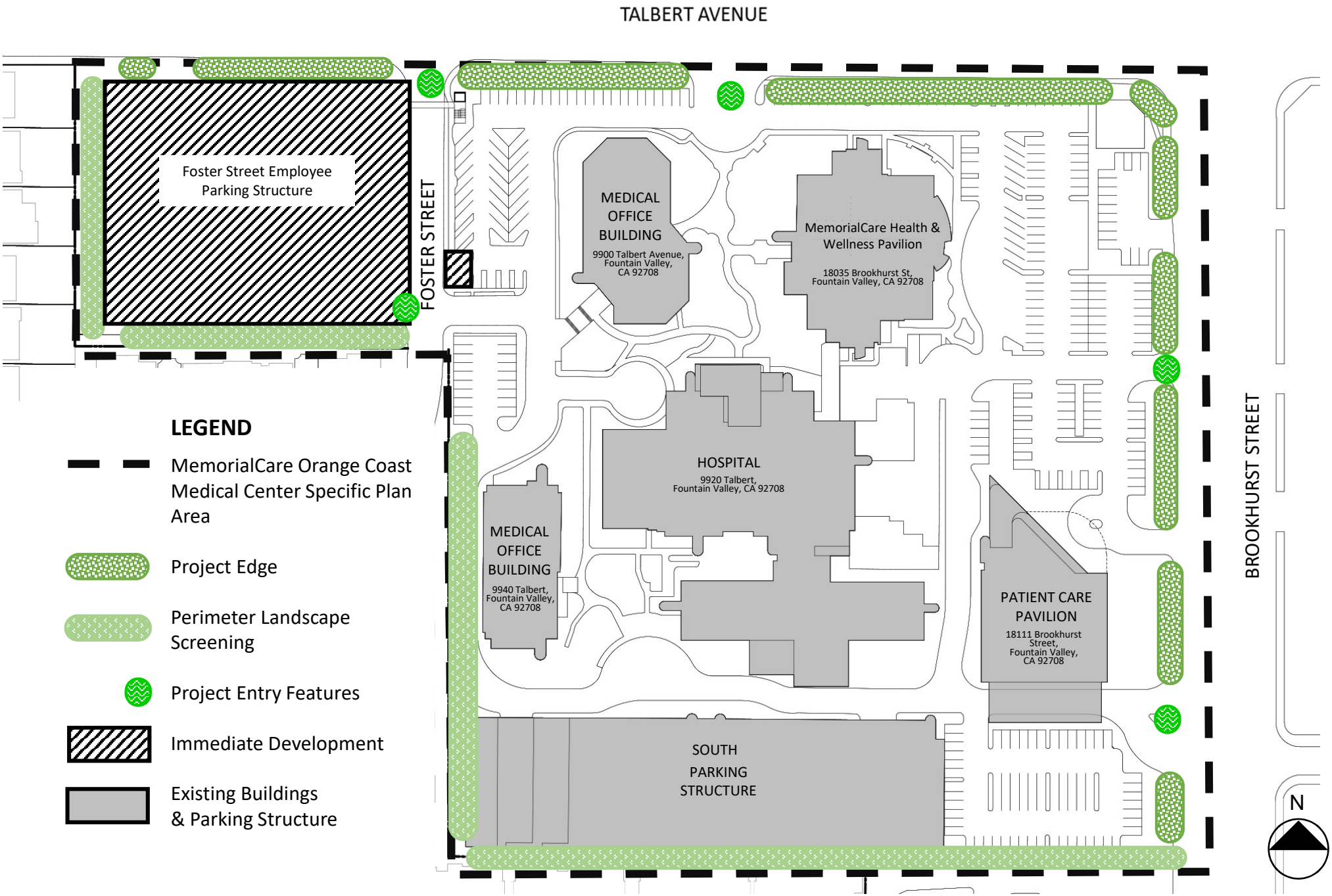
The landscaped perimeter edge shall have a minimum width of 10 feet and shall include and maintain the use of trees and other landscaping. These landscape perimeter edges shall be consistent throughout.

3.3.4 Parking Areas

Parking areas throughout the medical center shall incorporate and maintain a consistent landscaping theme, and shall include the use of trees and other landscaping.

3.3.5 Foster Street Employee Parking Structure

To provide landscape screening and transition the parking structure from the neighboring residential uses to the west and south, a landscape buffer of dense and high growing tress will be provided along the west and south edges including Lophostemon trees, Parkinsonia trees and Ginko trees.



Conceptual Landscape Plan

EXHIBIT 6

NOT TO SCALE

4.0 DEVELOPMENT REGULATIONS

4.1 INTRODUCTION

The MemorialCare Orange Coast ~~Memorial~~ Medical Center Specific Plan has been formulated in accordance with the Fountain Valley General Plan. These Development Regulations will serve as the primary mechanism for implementation of the Specific Plan. The purpose of this section is to provide minimum development standards within the Medical Center. Wherever regulations contained in this document conflict with the regulations of the Fountain Valley Municipal Code, the regulations contained herein shall take precedence. The Municipal Code shall regulate this development when such regulations are not provided within this document. All development within the boundaries of the MemorialCare Orange Coast ~~Memorial~~ Medical Center Specific Plan shall comply with all Uniform Building Code and other governing local building codes.

4.2 NOTES AND DEFINITIONS

4.2.1 General Notes

I) Water service to and within the Specific Plan area shall be furnished by the City of Fountain Valley and the Metropolitan Water District.

2) Sewage disposal facilities to and within the Specific Plan area shall be provided by the City of Fountain Valley and the Orange County Sanitation District.

3) Subdivision of property within the Specific Plan area shall be in accordance with the State Subdivision Map Act and the Fountain Valley Municipal Code.

4) All development within the Specific Plan area shall comply with the provisions of this development plan text. To the extent that the Development Plan text does not specifically apply, then the general requirements of the City of Fountain Valley Municipal Code shall apply. All construction shall comply with all of the provisions of the Uniform Building Code and other governing local codes.

5) When any ambiguity occurs between this Development Plan and the Fountain Valley Municipal Code, this Development Plan shall control unless specifically provided otherwise.

6) Permissible land uses are those prescribed by the provisions of the Development Regulation, Section 4.4.1.

7) All uses shall occur inside enclosed structures.

8) All entities potentially generating noxious fumes, toxic substances, flammable materials, radioactive materials and infectious wastes will comply with all federal, state, and local regulations, standards and any plan dealing with hazardous materials or infectious wastes that may hereafter be adopted by the City of Fountain Valley.

9) Any fire equipment and access shall be approved by the Fountain Valley Fire Department.

10) All new buildings subject to review by the City of Fountain Valley shall meet Title 24 requirements for energy conservation. Design of buildings shall take into account the location of building air intake to maximize ventilation efficiency, the incorporation of natural ventilation, and implementation of energy conserving heat and lighting systems.

11) Prior to the issuance of building permits for each structure, the applicant shall submit and the Director of Planning and Building shall approve, a plan for pedestrian and handicapped access, including handicapped parking spaces and building access, interior sidewalks, and pedestrian crossing of interior circulation roadways. The provisions for handicapped access shall comply with the requirements of Title 24.

12) Setback requirements are as specified in this text. All setbacks shall be determined as the perpendicular distance from the existing street right-of-way line, or property line, to the foundation point of the closest structure, or parking area as specified, less any land which may be required for any future street dedications.

13) This Specific Plan may be amended by the same procedure as it was originally adopted. Each amendment shall include all sections or portions of the Specific Plan that are affected by the change. An amendment may be initiated by the City Council. Any such amendment requested by the property owner shall be subject to current City Policy and Procedures.

14) Standards contained in this Specific Plan shall apply only to new construction or redevelopment identified in the Development Plan. All structures and other standards contained in this Specific Plan

shall apply only to new construction or redevelopment identified in the Development Plan. All structures and other improvements existing at the time of Specific Plan adoption shall be considered conforming.

15) Prior to the issuance of each building permit, the applicant shall submit for review and approval by the Director of Planning and Building, documentation demonstrating project compliance with the City's Trip Reduction and Travel Demand Management Program (Ordinance No. 1165).

4.2.2 Definitions

Definitions as contained in Section 21.90 of the Fountain Valley Municipal Code shall apply to the Orange Coast Memorial Medical Center Specific Plan Area.

4.3 DEVELOPMENT PLAN

4.3.1 Land Use Development Plan

The Conceptual Development Plan addresses ~~three general categories of anticipated development: 1) Demolition; 2) Immediate Development; and 3) Potential Redevelopment of Certain Existing Facilities~~immediate development of the proposed Foster Street Employee Parking Structure, located at the northwest corner of the OCMC campus. The Foster Street Employee Parking Structure will replace the existing surface parking lot with a five level parking structure (one basement level and three levels above grade with roof parking) to provide 784 spaces, a net increase of 550 spaces from the existing parking supply of OCMC. The Conceptual Development Plan is illustrated in Exhibit 4 of this Specific Plan.

4.3.2 Conceptual Circulation Plan~~iau~~

The Conceptual Circulation Plan, illustrated in Exhibit 5 of this Specific Plan provides for site access and parking facilities in support of the Land Use Development Plan. Parking will be provided ~~for future uses~~ in accordance with standards presented in this Section.

4.3.3 Conceptual Landscape Plan

The Conceptual Landscape Plan, illustrated in Exhibit 6 of this Specific Plan, outlines a landscape concept to visually enhance and unify the ~~Orange Coast Memorial Medical Center~~OCMC. The conceptual plan addresses Major Landscape Screening.

4.4 DEVELOPMENT STANDARDS

4.4.1 Permitted Uses

The following list of permitted uses applies to Planning Area 1, 2 and 3 which are illustrated in Exhibit 4. The individual uses listed are not intended to be an exhaustive list. Other compatible related uses may be allowed at the discretion of the Fountain Valley Planning Department, with a determination of consistency with the intent of this Specific Plan.

4.4.1.1 Planning Area 1 and 2

1) Hospital facilities, including but not limited to:

a. Outpatient Services:

- Antepartum Testing
- Cancer Center
- Skilled Nursing
- Rehabilitation
- Conditioning
- Surgery Center
- Day Hospital
- Back and Neck Center
- Biofeedback
- Breast Imaging Center
- CT Scan
- Dialysis
- EEG/EMG/NICE Laboratory
- First Aid Center
- Fertility Services
- G.I. Laboratory
- Laboratory
- Magnetic Resonance Imaging
- Nuclear Medicine
- Occupational Therapy
- Pediatrics
- Pharmacy
- Physical Therapy
- Pulmonary Services
- Radiation Therapy
- Radiology
- Lithotripsy
- Computerized Axial Tonography

- Respiratory Therapy
- Sleep Disorder Center
- Speech Therapy
- Ultrasound

b. Inpatient Services:
- Critical Care
- Emergency Care Unit
  - Obstetrics/Gynecology
  - Cardiology
  - Podiatry
  - Cardiac Care Unit
  - Intensive Care Unit
- Pediatric Services
  - Neonatal Intensive Care
  - Surgery/Waiting Rooms
  - Radiology
  - Laboratory
  - Pathology
  - Pharmacy

c. Administrative Services:
  - Admitting
  - Auxiliary Office
  - Business Offices
  - Information
  - Registration
  - Patient Relations
  - Social Services

d. Support Services:
  - Employee Child Care
- Health Education
  - Power/Mechanical/Auxiliary Support and Storage
  - Food Services
  - Cashier
  - Chapel/Chaplaincy Service
  - Conference Center
  - Dietitian
  - Gift Shop
  - Laboratory
  - Pathology
  - Medical Library

- Medical Records
- Pharmacy
- Blood Bank
- Engineering/Maintenance/Environmental Services
- Shipping/Receiving
- Microwave, Satellite, and Other Communication Facilities
- EMS Stop

2) Medical/Support Offices
3) Accessory uses normally incidental to hospital development

4) Temporary structures and uses, including modular buildings

5) Any other similar use which is found compatible by the Planning Commission

4.4.1.2 Planning Area 3

1) ~~Surface Parking lot~~Parking structure and associated pedestrian bridge crossing over Foster Street.

4.4.2 Site Development Criteria

4.4.2.1 Building Setbacks

1) Talbert Ave:	50 feet for Medical Office Buildings 20~~40~~ feet for Parking Structures 10 feet for Dental Office at Talbert Ave./Brookhurst St.
2) Brookhurst Street:	40 feet 10 feet for Dental Office at Talbert Ave./Brookhurst St.
3) On-site:	
Rear Yard:	10 feet
Side Yard:	10 feet

Notes:

- Front, Rear, and side yard setbacks are measured from the property line.
- Foster Street Employee Parking Structure setbacks are subject to maximum building height requirements in Section 4.4.2.3 for Planning Area 3.

4.4.2.2 Building Separation

A minimum building separation of 20 feet for all new construction shall be

provided in all Planning Areas.

4.4.2.3 Maximum Building Height

Planning Area 1 and 2

The maximum building height in Planning Area 1 and 2 shall be 4 stories or 50 feet, with the exception of the ~~proposed Orange Coast~~MemorialCare OCMC Patient Care Pavilion, which shall have a maximum building height of 6 stories or 80

feet. A story is defined as occupied floor space, and does not include architectural features such as parapets and similar devices or mechanical equipment penthouses. Building height is identified as vertical distance measured from the ground to the top of the highest feature.

Planning Area 3

The maximum building height in Planning Area 3 shall ~~remain as a surface parking lot~~be ~~.~~40 feet for the parking structure, with permitted architectural features up to 52 feet for elevator towers, solar panels and light poles subject to the following development standards:

- Elevations of the Foster Street Parking Structure adjacent to residential development (along the west and south property lines) shall require increased building setbacks based on the building height of the parking levels to provide adequate separation from the structure's massing and transition to the building heights of the residential uses.
    - Ground Level Parking Setback – 10-foot setback
    - Parking Levels at 12 feet to 24 feet in building height – 38-foot setback
    - Parking Levels at 36 feet and higher – 64-foot setback

4.4.2.4 Modular Structures

Temporary modular buildings shall be permitted for up to twelve months subject to the approval of the Planning Director and Fire/Building Chief. Permanent modular buildings will require issuance of a Temporary Use Permit.

4.4.2.5 Lighting

1) All lighting systems shall be designed and maintained in such a manner as to minimize light spillage and glare onto adjacent properties.

2) Lighting shall be used for the purpose of providing illumination for the security and safety of on-site areas such as parking, loading, shipping and receiving, pathways, and working areas. The design of light fixtures and structural supports shall be architecturally compatible with the surrounding buildings.

4.4.2.6 Equipment Screening

All roof, wall and ground mounted equipment shall be screened from public view on all sides.

4.4.2.7 Storage Area Screening

1) All storage areas shall be screened from public view. Such screening shall be architecturally integrated with surrounding buildings.

2) Storage of materials or equipment shall not exceed screen height.

4.4.2.8 Security Walls and Fences

1) Any wall or fence along a street frontage that is over 3 feet in height shall be subject to setback requirements of Section 3.3.1 Major

Landscape Edges or Section 4.4.2.12 Landscape Requirements, as appropriate.

2) All fencing or walls shall be concrete, masonry or other similar materials, not to exceed a height of 8 feet from the highest finished grade. Chain link with wood slats may be used for perimeter fencing when not visible from front setback areas and screened with landscaping.

4.4.2.9 Utilities

1) All new utilities of 12 KV or less within the project and along adjacent major arterials shall be installed underground.

2) All ground-mounted utility appurtenances such as transformers shall be located out of public view and adequately screened though the use of bearing, landscaping and concrete or masonry walls.

4.4.2.10 Refuse Collection Areas

1) All outdoor refuse collection areas shall be visually screened from access streets, alleys, and adjoining properties.

2) No refuse collection areas shall be permitted between a street frontage and the building line.

4.4.2.11 Parking and Access

1) All parking for the Orange Coast Memorial Medical Center shall be provided on-site.

2) Should the Director of Public Works or Traffic Engineer reasonably determine that a parking problem exists on the Medical Center due to, but not limited to, inadequate parking management, parking lot layout or design, the City maintains the discretion to impose additional development conditions to abate the problem.

3) The design and layout of all parking areas shall be subject to the review and approval of the City Traffic Engineer and the Public Works Department.

4) Parking lot lighting shall be designed in a manner which minimizes impacts on adjacent land uses. Nighttime lighting shall be limited to

that necessary for security and screened from any adjacent residential areas.

5) Handicapped access and parking shall comply with the requirements of Title 24, including design and provision of parking spaces, building access, interior sidewalks, pedestrian crossing of interior roadways and similar concerns.

Off-Street Parking

Off-street parking shall be provided in accordance with the City of Fountain Valley Municipal Code, Chapter 21.22, Parking and Loading, Section 21.22.040. ~~following standards:~~

Use/Category	Parking Ratio
Medical Services – Clinics, Medical/Dental Offices	1.0 space ~~/143 sq. ft. of gross floor area~~ for each 200 sq. f.t of gross floor area
Hospital Services	1 space for each 3 patient beds the facility is licensed to accommodate plus required spaces for ancillary uses as determined by the director. ~~1.0 space/3 beds the facility is licensed to accommodate plus required spaces for ancillary uses as determined by the Director.~~
Medical/Dental Labs	

4.4.2.12 Landscape Requirements

1.0 space for each 300 sq. ft. of gross floor area ~~/250 sq. ft. of gross floor area~~

1) Detailed landscape and irrigation plans for any new development shall be prepared by a licensed Landscape Architect, and reviewed by the City of Fountain Valley Planning Department Prior to issuance of any building permit, and installed prior to issuance of Certificate of Use and Occupancy.

2) Landscaping and irrigation shall be installed in accordance with the City of Fountain Valley Water Efficient Landscape Policy as outlined in Chapter 21.20 of the Municipal Code.

3) All landscaped areas shall be kept free from weeds and debris and maintained in a healthy, growing condition, and shall receive regular pruning, fertilizing, mowing and trimming. Any damaged, dead,

diseased or decaying plant material shall be replaced within thirty (30) days from the date of damage.

4) Parking Lot Landscaping

   a. Setback. The width of the landscaped edge adjacent to parking areas shall be a minimum of 10 feet from the perimeter boundary of the Specific Plan area, except for Major Landscape Edges as specified in Section 3.3.1 of this Plan.

b. Where a parking lot contains ten (10) or more parking spaces and is visible from a street, not less than ten percent (10 %) of the total area excluding any perimeter landscaping, shall be landscaped. Such landscaping shall not be concentrated in any one area.

c. Trees. Parking lot trees shall be a minimum 15 gallon size. Trees of like species shall be utilized for each respective parking lot.

d. Shrubs. Shrubs may be used for screening parking areas. Shrubs of like species shall be used in large masses spaced in linear fashion at 3'-1" o.c. maximum. The center line of the shrub mass shall occur at a minimum of 3' -6" from parking lot curb face.

5) All trees planted within landscaped setback areas, project entries, property boundaries, internal street edges, and parking lot edges shall have a minimum size of 24 inch box. All other trees shall have a minimum of 15 gallon size.

4.4.2.13 Hazardous Materials Management

1) Hazardous waste material shall be handled and disposed of in a manner specified by the State of California Hazardous Substances Control Law (Health and Safety Code Division 20, Chapter 6.5), standards established by the California Department of Health Services, Office of Statewide Health Planning and Development, and

2) According to the requirements of the California Administrative Code, Title 30, Chapter 22.

3) All uses involving hazardous material shall be reviewed by the Fire Department.

4) Exterior storage of hazardous/flammable materials shall be subject to the provisions of Ordinance No. 1191 amending Section 21.40.040 of the Fountain Valley Municipal Code.

5) All entities potentially generating noxious fumes, toxic substances, flammable materials, radioactive materials, or infectious wastes will comply with all federal, state, and local regulations, standards and any plan dealing with hazardous materials or infectious wastes that may hereafter be adopted by the City of Fountain Valley.

6) Noxious odors, fumes and emissions shall be controlled on site.

4.4.2.14 Maintenance

Property owners are responsible for the maintenance of all buildings, structures, yards, landscaping, signs, parking areas and other improvements in a manner which does not detract from the appearance of the surrounding area.

5.0 SPECIFIC PLAN IMPLEMENTATION

5.1 INFRASTRUCTURE

This section identifies the providers of public necessary to support the proposed level of development, as outlined in section 3.1 of this Specific Plan.

5.1.1 Water Supply

Water services to the Specific Plan area is furnished by the City of Fountain Valley and the Metropolitan Water District.

5.1.2 Sewer System

Sewage disposal facilities to the Specific Plan area are provided by the City of Fountain Valley and the Orange County Sanitation District. Waste treatment facilities are provided by the Orange County Sanitation District.

5.1.3 Solid Waste

Solid waste disposal, excluding infectious wastes, is provided by the Rainbow Disposal Company, under contract to the City of Fountain Valley.

5.1.4 Drainage

Off-site drainage facilities are provided by the City of Fountain Valley and Orange County Flood Control District.

5.2 PUBLIC SERVICES

5.2.1 Fire Protection

Fire protection services are provided to the Specific Plan area by the City of Fountain Valley.

5.2.2 Police Protection

Police protection services are provided to the Specific Plan area by the City of Fountain Valley.

5.3 PERMIT REVIEW AND GENERAL ADMINISTRATION

5.3.1 Permitted Uses

All uses described as permitted uses are permitted provided Precise Plan Approval or other development approval has been granted pursuant to the provisions of the City's Zoning Ordinance relating to the granting of a Precise Plan, or other similar approval.

5.3.2 Conditional Uses

All uses as described as conditional uses are permitted providing a Conditional Use Permit has been granted pursuant to the provisions of the City's Zoning Ordinance relating to the granting of a Conditional Use Permit.

5.3.3 Subdivisions

The City of Fountain Valley Subdivision Ordinance shall apply to all development within the Specific Plan area required to obtain approval of subdivision maps where properties are to be separately financed, sold, leased or otherwise conveyed. The subdivision process allows for the creation of lots as tentative parcel or tentative tract maps. The review and approval of subdivision maps will set forth the various conditions necessary to ensure the improvements of street, utilities, drainage features, and other service requirements specified by the City.

5.3.4 Environmental Determination

The process for approval of Precise Plans, Conditional Use Permits and Subdivision Maps are discretionary, not ministerial, and are therefore subject to the requirements of the California Environmental Quality Act (CEQA). However, a Program EIR was prepared as part of the Specific Plan, and is applicable to future development within the Specific Plan area. Therefore, projects consistent with the Specific Plan shall require either no further environmental documentation, or in special cases, only focused environmental analysis the action as documented in sections 15162, 15163 and 15164 (Subsequent EIR's, Supplemental EIR's and Addendums) of the CEQA guidelines (California Code of Regulations). Future projects determined to be clearly inconsistent with the Specific Plan, will require further environmental documentation.

5.3.5 Amendment Procedures

In accordance with the California Government Code Sections 65453 and 65454, Specific Plans shall be prepared, adopted and amended in the same manner as General Plans, except that Specific Plans may be adopted by resolution or by ordinance. This plan may be amended as necessary in the same manner it was adopted, by ordinance. Said amendment or amendments shall not require a concurrent General Plan amendment unless it is determined by City staff that the proposed amendment would substantively affect the General Plan goals, objectives, policies or programs.

Amendments to the Specific Plan may require preparation of an Environmental Impact Report subject to the provisions of Section 15162 of the California Environmental Quality Act which addresses the preparation of Subsequent Environmental Impact Reports.

5.3.6 Applicability or Other Ordinances

In the event any of the development regulations or guidelines of this Specific Plan conflict with any other applicable provisions of City ordinances or regulations, the Specific Plan shall govern; otherwise all development activities, procedures, and land use activities and procedures within the area covered by the Specific Plan shall comply with all City of Fountain Valley ordinances and regulation, including but not limited to those regulating land use and development.

5.3.7 General Administration

1) The Orange Coast Memorial Medical Center Specific Plan shall be administered and enforced by the City of Fountain Valley Planning Department in accordance with the provisions of the City Municipal Code.

2) Certain changes to explicit provisions in the Specific Plan may be made administratively by the Planning Director, subject to appeal to the Planning Commission and, subsequently, the City Council. Those changes are as follows:

    a. The addition of new information to the Specific Plan maps or text that does not materially change the effect of any regulations or guidelines.

b. Changes to the project infrastructure, such as drainage, water, and sewer systems which do not have the effect of increasing development capacity in the Specific Plan Area, nor change the concepts of the Plan.

c. The determination that a use be allowed which is not specifically listed as permitted but which may be determined to be similar in nature to those uses explicitly listed as permitted.

d. Minor additions to existing structures that result in an increase in square footage (beyond that identified in Table 2) shall be subject to design review. An addition or alteration shall be considered minor if it does not alter the existing building's vertical or lateral support structural elements by more than three percent (3%). Such uses may be approved if it is determined that said uses do not result in environmental impacts. If it is determined that environmental impacts could result from any proposed minor addition, environmental documentation shall be required to be prepared prior to approval of the minor addition.

e. In addition to the above items, Precise Plan applications which are consistent with the Specific Plan may be approved administratively by the Planning Director. Such approvals may be appealed to the Planning Commission.

APPENDIX

HUNSAKER
& ASSOCIATES
IRVINE, INC.

PLANNING
ENGINEERING
SURVEYING
GOVERNMENT RELATIONS

IRVINE
LOS ANGELES
RIVERSIDE
SAN DIEGO

November 25, 2025

Mr. Matt Jenkins
Senior Planner
CITY OF FOUNTAIN VALLEY
10200 Slater Avenue
Foutain Valley, CA 92708

Subject: **6th Submittal Package**
Precise Plan No. 581 & Specific Plan Amendment No. 24-01
MemorialCare Orange Coast Medical Center (OCMC)
Foster Street Employee Parking Structure
Fountain Valley, CA

Dear Matt:

In response to community feedback received at the project Open House held by MemorialCare on September 25, 2025, MemorialCare is proposing to update the project's conceptual plans for the MemorialCare Orange Coast Medical Center (OCMC) Foster Street Employee Parking Structure, to redevelop the Foster Street surface parking lot with a 784-space parking structure and pedestrian bridge crossing over Foster Street. Summarized below is a description of the updated plans and reports in the 6th submittal package for the City of Fountain Valley's review.

1. The west property line of the MemorialCare OCMC Foster Street Employee Parking Structure has been updated to address the building massing and privacy concerns raised by the neighboring single-family homes located to the west of the project on Lemon Street. The revised parking structure design includes the following modifications as shown on the Concept Plans:

   - **Terraced upper parking levels and increased setback**: The proposed parking structure has been terraced along the west to create a large setback along this edge as the parking structure increases in building height to provide a transition from the parking structure to the adjacent single-family homes. Consequently, the second and third parking levels (above grade) of the parking structure are now setback 38 feet from the west property line. Similarly, the roof top parking level is terraced back even further, to provide a 64-foot setback from the property line to the roof top level of the parking structure. The proposed terraced massing of the parking structure levels along the west edge also minimizes the shading effects from the parking structure on the adjacent homes, as demonstrated in the updated Sun Shadow Study exhibits included in the Concept Plans.

   - **Elimination of west-edge parking at upper levels**: No head-in parking stalls will be located along the west edge of the parking structure at upper levels to provide privacy for the adjacent homes. The upper levels west edge will be limited to the internal circulation access drives of the parking structure, further reducing activity along the adjacent residential properties. Additionally, the staircase along at the northwest corner of the parking structure, has been shifted east to minimize views into the residential properties to the west.

PRINCIPALS:
FRED GRAYLEE
BRADLEY HAY
KAMAL KARAM
DOUGLAS STALEY

FOUNDING PARTNERS:
RICHARD HUNSAKER
TOM R. McGANNON
JOHN A. MICHLER
DOUGLAS G. SNYDER

157 Technology Drive
Irvine, California
92618-2402
(949) 583-1010 PH
(949) 583-0759 FX
www.hunsaker.com

- **Landscape buffer:** It should be noted the ground level parking spaces along the west edge provide an approximate 18-foot landscape setback from the property line. This represents an approximate 5-foot increase from the provided 13-foot landscape setback in the existing condition of the Foster Street surface parking lot, allowing for a significant landscape buffer with dense tree planting along the neighboring residences.

- **Reduced parking count:** The overall parking spaces provided by the proposed parking structure has been reduced from 862 spaces to 784 spaces, a decrease of 78 spaces, contributing to a reduced building mass.

- **Reduced building square footage:** The revised structure has been reduced from 308,737 square feet of gross building area to 293,323 square feet of gross building area.

2. To discourage and limit MemorialCare OCMC employees from traveling north on Foster Street through the adjacent residential neighborhood to access the Foster Street Employee Parking Structure, left-turn entries from northbound Foster Street into the parking structure access drive will be prohibited. “No Left Turn” signage will be installed at the Foster Street entrance, and a curb choker at the entry has been added to further deter left-turn movements and reduce potential cut-through traffic in the adjacent residential neighborhood. The modified entry design and proposed signage has been illustrated in the updated Concept Plans, refer to Sheet 2 - Site Plan.

3. A comprehensive Parking Management Plan has been prepared outlining how parking operations will be managed both during construction and after the new parking structure is completed. The plan also establishes long-term traffic and parking control practices to ensure ongoing and orderly site circulation.

4. The Parking Study has been updated to incorporate the revised parking structure design and the new total number of proposed parking spaces.

5. A draft Specific Plan Amendment document has been included in the submittal package to incorporate the required amendments for the proposed parking structure expansion area relocation in the OCMC campus to the Foster Street surface parking lot, as well as the proposed parking structure design standards and associated updates to the Specific Plan text and exhibits to be consistent with the current conditions of the OCMC campus. Summarized below is a description of the proposed Specific Plan amendments:

   - Updates to text and exhibits of Specific Plan to reflect existing site conditions of the OCMC campus and proposed parking structure project.

   - Updates to Table 1 (Existing Site Utilization) and Table 2 (Proposed Site Utilization) to reflect existing site conditions of the OCMC campus and proposed Foster Street Employee Parking Structure project.

   - Modification to development standard in Section 4.4.1.2 Planning Area 3 to allow a parking structure use.

- Modification to development standard in Section 4.4.2.1 Building Setbacks to modify the required Talbert Avenue building setback (50-foot setback) to allow a parking structure with a 20-foot minimum setback from Talbert Avenue.

- Modification to development standard in Section 4.4.2.3 Maximum Building Height to allow a parking structure with a maximum building height of 40 feet and elevator tower, lighting and solar panel elements up to 50 feet in Planning Area 3.

- Modification to development standard 4.4.2.11 Parking and Access to modify the required parking ratio for Medical/Dental Offices, Hospital Services and Medical/Dental Labs pursuant to the recommendations of the project's Parking Study dated November 25, 2025, to be consistent with the City of Fountain Valley Municipal Code, Chapter 21.22, Parking and Loading, Section 21.22.040 parking demands.

Thank you for your review of the 6th submittal package for the proposed MemorialCare OCMC Parking Structure (Foster Street Employee Parking Structure). We look forward to continuing our work with the City of Fountain Valley on this exciting project. Please let me know if you have any questions regarding the 6th submittal package. I can be reached at my direct phone (949) 283-2294 or email to tfrattone@hunsaker.com.

Sincerely,

HUNSAKER & ASSOCIATES IRVINE, INC.

Ted D. Frattone
Senior Vice President, Planning & Entitlements

Attachments
1. Concept Plans for Foster Street Employee Parking Lot – 66 Sheets (Nov. 2025)
2. Draft Specific Plan Amendment Text & Exhibits dated 11/24/2025
3. Parking Study dated 11/25/2025
4. Parking Management Plan dated 11/25/2025

cc: Mark Shuck, MemorialCare
Sylvia Botero, RBB Architects Inc.
W.O 4597-1
(f\c\wo\4597\1 L01-tf.docx)

MemorialCare Orange Coast Medical Center
Parking Structure

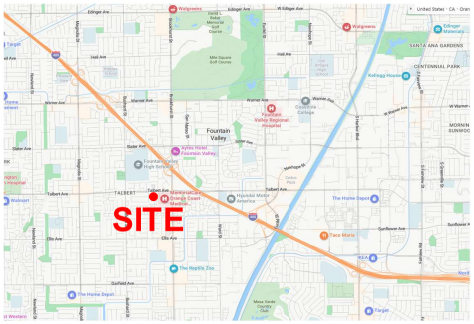
Assessor's Parcel Number: 157-511-01
Legal description: N TR 12107 BLK LOT 1
9800 Talbert Street
Fountain Valley, CA 92078

Applicant :
MemorialCare Orange Coast Medical Center
18111 Brookhurst Street
Fountain Valley, CA 92708
(714) 378-7000

RBB Architects Inc
10980 Wilshire Blvd.
Los Angeles, CA 90024
(310) 473-3555

Zoning:
Zoning District: SP - Specific Plan
Type of Business and Use of Property: Parking Lot
Proposed Occupancy: Parking Structure
Parcel Size: 97,047 SF
Building Height: 36'-2"
Building Type: IIA
Building Occupancy: S-2
Building Fully Sprinklered

Project Description:
Parking structure to support MemorialCare Orange Coast Medical Center employee parking needs
Height: 36'-2" to the top of parapet rail
Levels: Basement, 3 stories above grade with roof parking

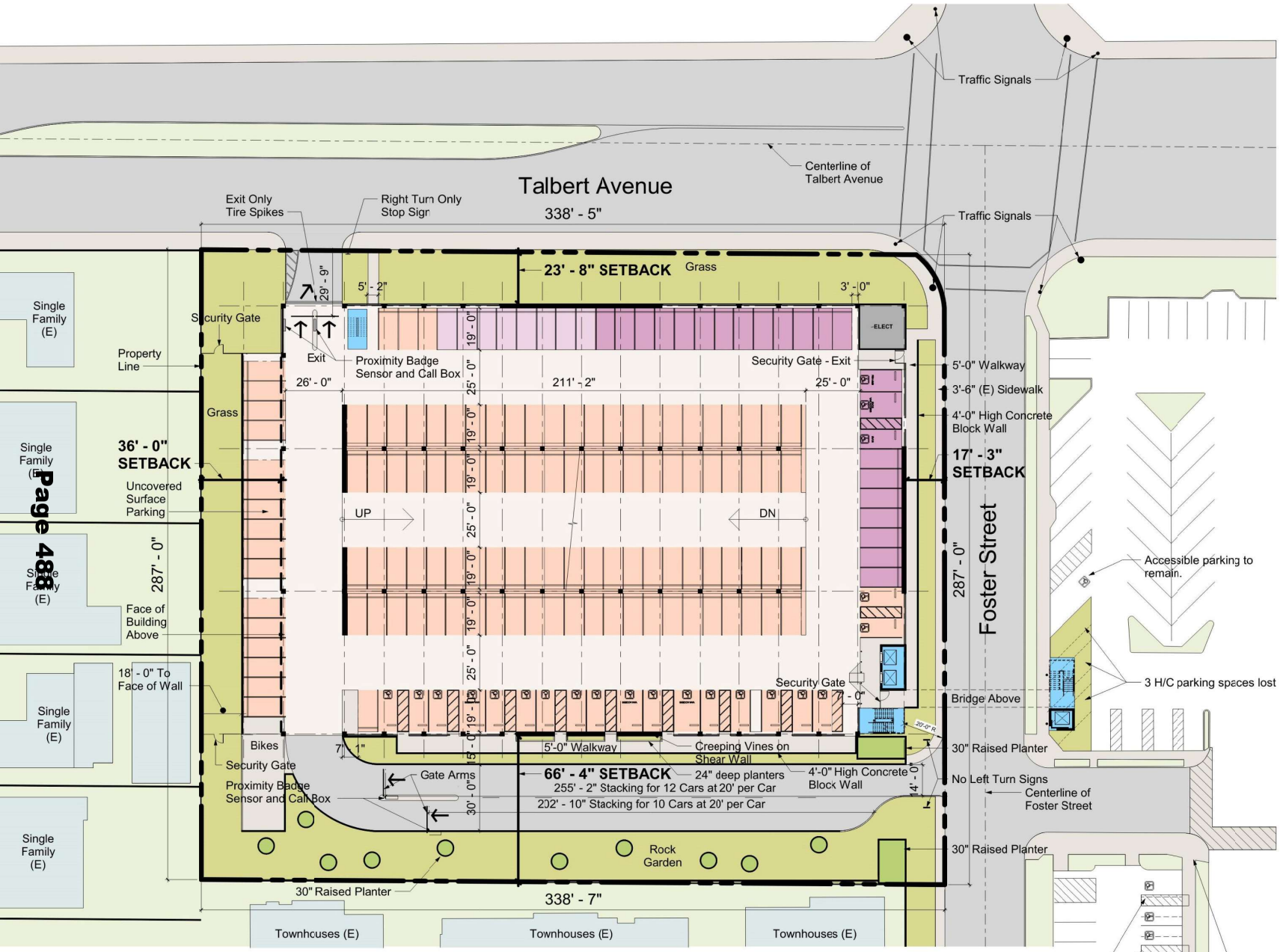


Vicinity Map

Parking Compliance :
Typical Aisle: 25 Feet
Ramp slope: Max 5%
Parking Stalls: 784
Regular Stalls: 9 x 19
ADA Stalls: 16
Van Stalls: 3
EVCS Stalls: 40

PARKING TABULATION

CATEGORY	TYPE	CRITERIA	CODE REQMT.	PROVIDED
ACCESSIBLE PARKING REQUIREMENTS	Total Parking Spaces	501 to 1000	-	**784**
	Accessible Spcs Reqd	2% of total	16	**16**
	Van-Accessible Spcs Reqd		2.6	**3**
ELECTRIC VEHICLE CHARGING STATION REQUIREMENTS	Total Parking Spaces	201 and over	-	**784**
	EV capable Spcs Reqd	20% of total	156.8	**157**
	EVCS Spcs Reqd	25% of EV Cap	39.25	**40**
ACCESSIBLE ELECTRIC VEHICLE CHARGING STATION REQUIREMENTS	Number of EVCS	26-50	40	**40**
	Accessible Van EVCS Spcs Reqd	1	1	1
	Std Accessible EVCS Spcs Reqd	1	1	1
	Ambulatory EVCS Spcs Reqd	1	1	1
BICYCLE REQUIREMENTS	Bicycle Pkg Reqd.	Total cars = or > 10, 5% of total	39.2	**40**



Notes:
1. Emergency Responder Radio Communication Coverage for Emergency Responders to be provided.
2. The interior treatment of a parking structure shall be of a light color. The treatment shall include a coordinated interior sign program designed to identify parking levels and locate interior features.
3. Support columns shall be a minimum of 2 feet and a maximum of 4 feet from the parking aisle and shall not be located within the area of a parking stall.

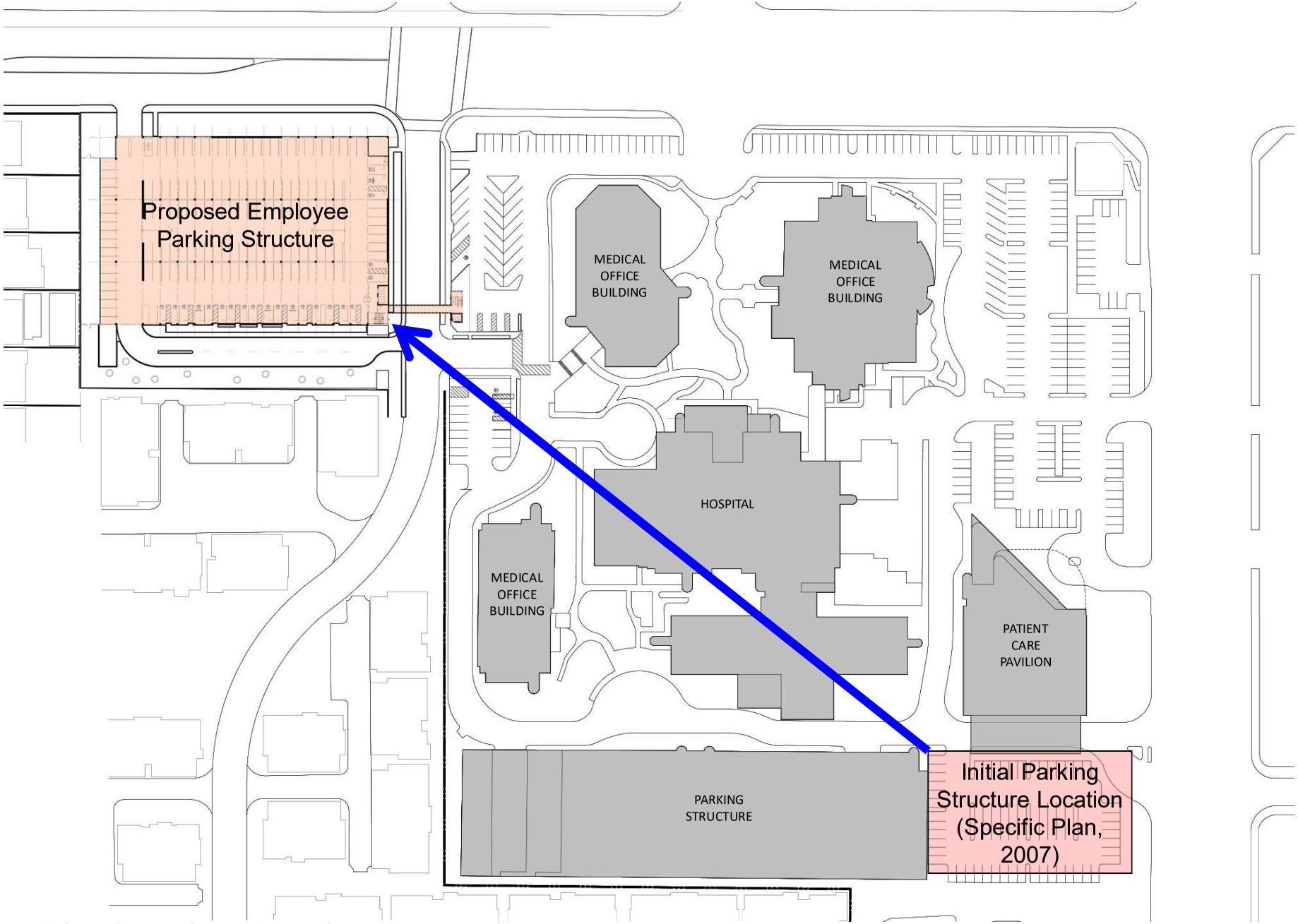
Legend
- Standard / ADA Van ADA
- EVCS / EVCS ADA EVCS ADA Van EVCS Ambulatory
- Future EVCS

0' 10' 20' 40' N
1' = 20'

MemorialCare Orange Coast Medical Center
Proposed Parking Structure

Site Plan

RBB ARCHITECTS INC
RBB # 2213000 November 26, 2025



MemorialCare Orange Coast Medical Center
Proposed Parking Structure

Proposed Parking Structure Relocation

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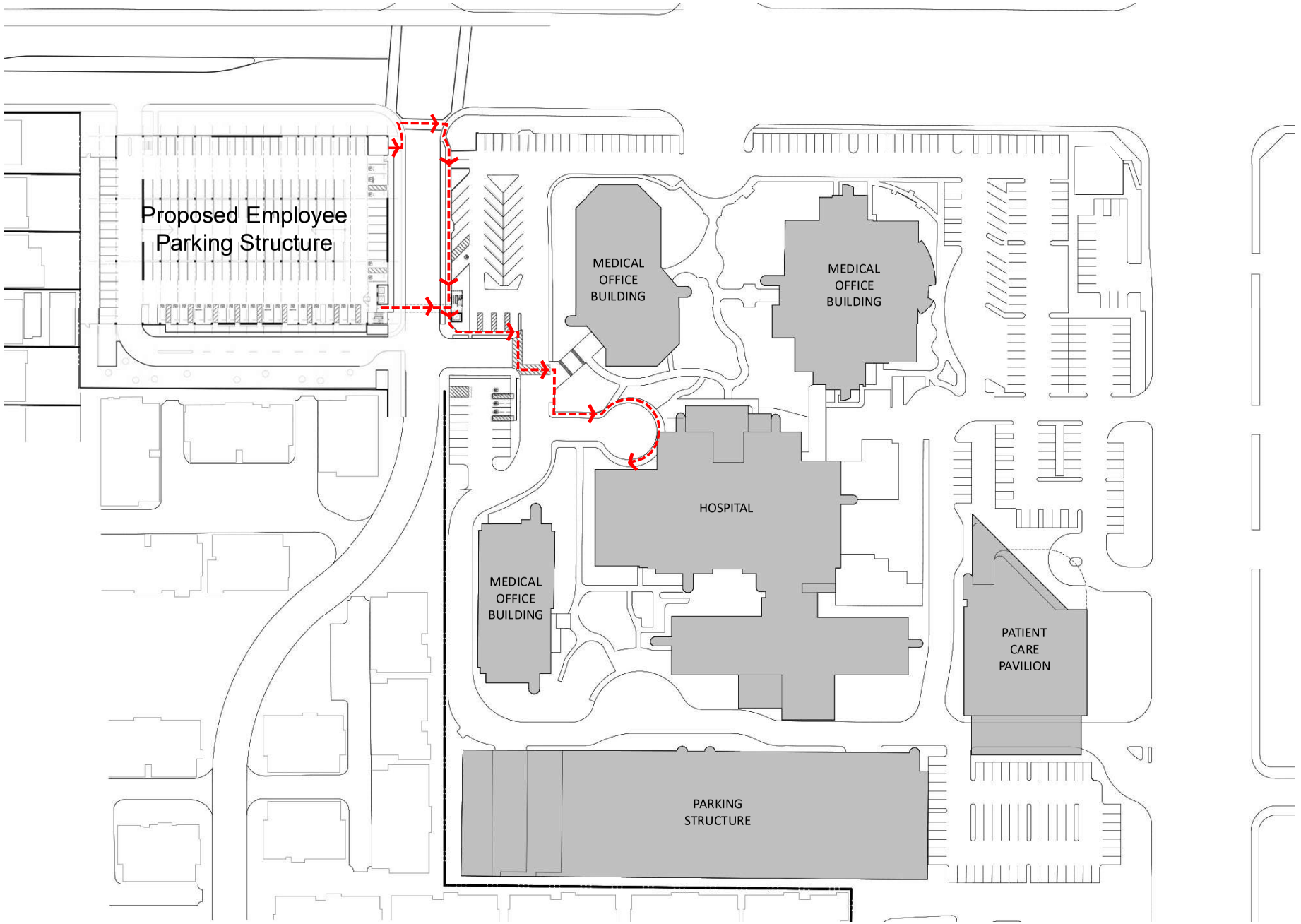
RBB # 2213000 November 26, 2025



MemorialCare Orange Coast Medical Center
Proposed Parking Structure

ADA/ Title 24 Accessible Path of Travel
From Project Site to Main Hospital Entrance

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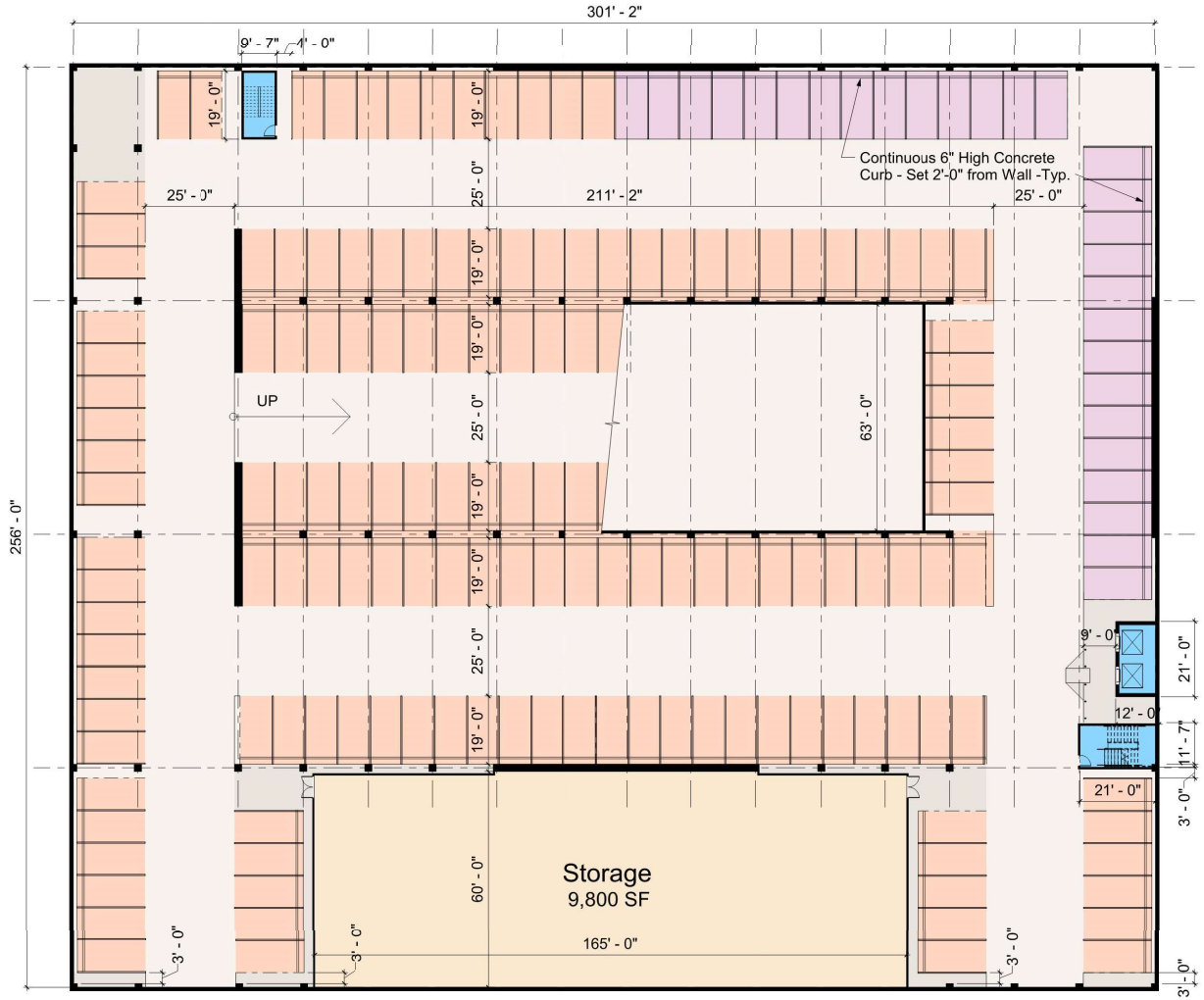

Parking Count

Total Spaces	176 Cars

Floor Area

Parking	64,692 SF
Storage	9,800 SF
Total Area LL	74,492 SF

Legend

- Standard / ADA / Van ADA
- EVCS / EVCS ADA / EVCS ADA Van / EVCS Ambulatory
- Future EVCS

0' 8' 16' 32' N

1" = 16'

MemorialCare Orange Coast Medical Center
Proposed Parking Structure

Basement Floor Plan

RBB ARCHITECTS INC
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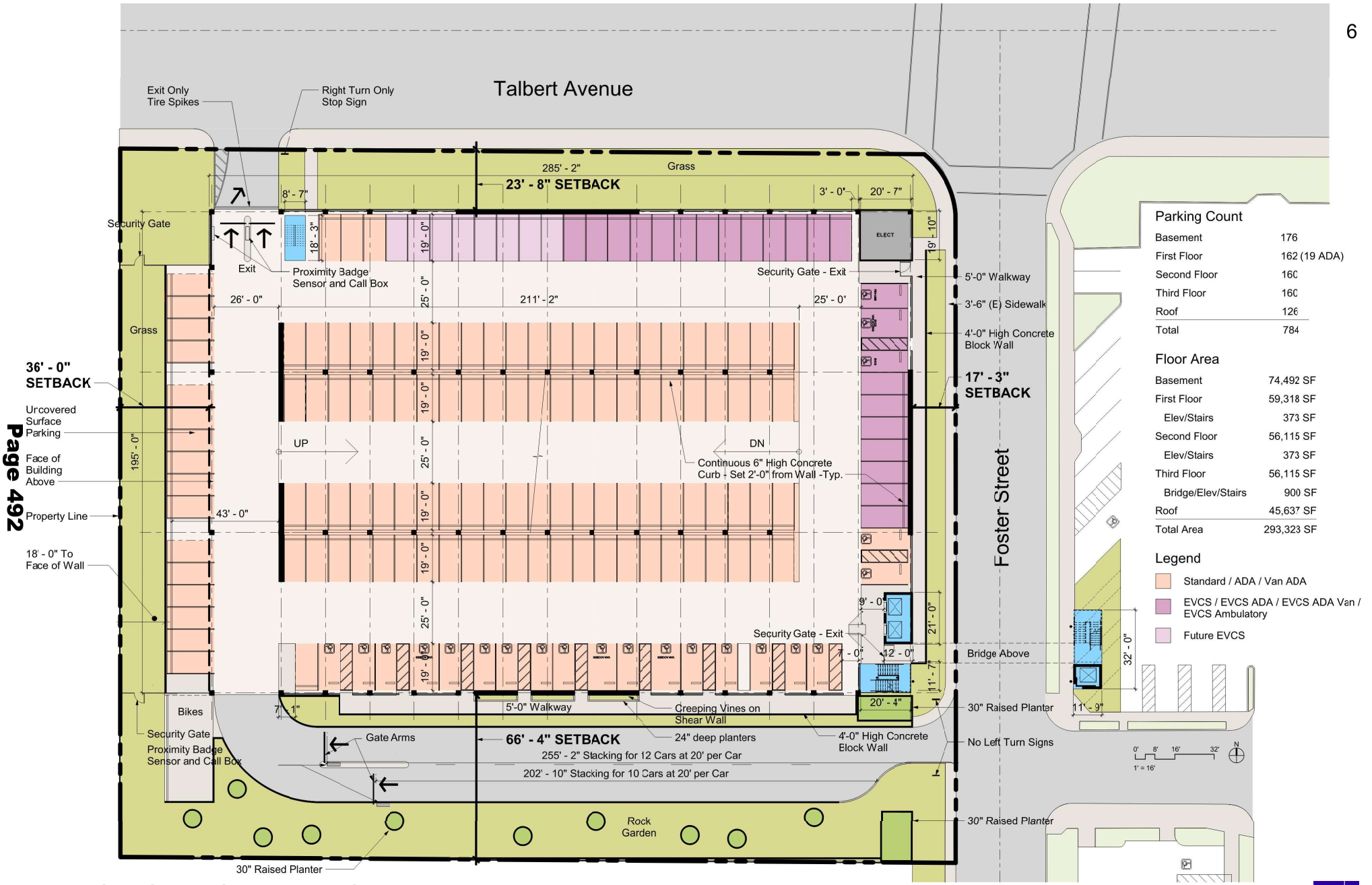

Parking Count

Basement	176
First Floor	162 (19 ADA)
Second Floor	160
Third Floor	160
Roof	126
Total	784

Floor Area

Basement	74,492 SF
First Floor	59,318 SF
Elev/Stairs	373 SF
Second Floor	56,115 SF
Elev/Stairs	373 SF
Third Floor	56,115 SF
Bridge/Elev/Stairs	900 SF
Roof	45,637 SF
Total Area	293,323 SF

Legend

- Standard / ADA / Van ADA
- EVCS / EVCS ADA / EVCS ADA Van / EVCS Ambulatory
- Future EVCS

MemorialCare Orange Coast Medical Center
Proposed Parking Structure

First Floor Plan

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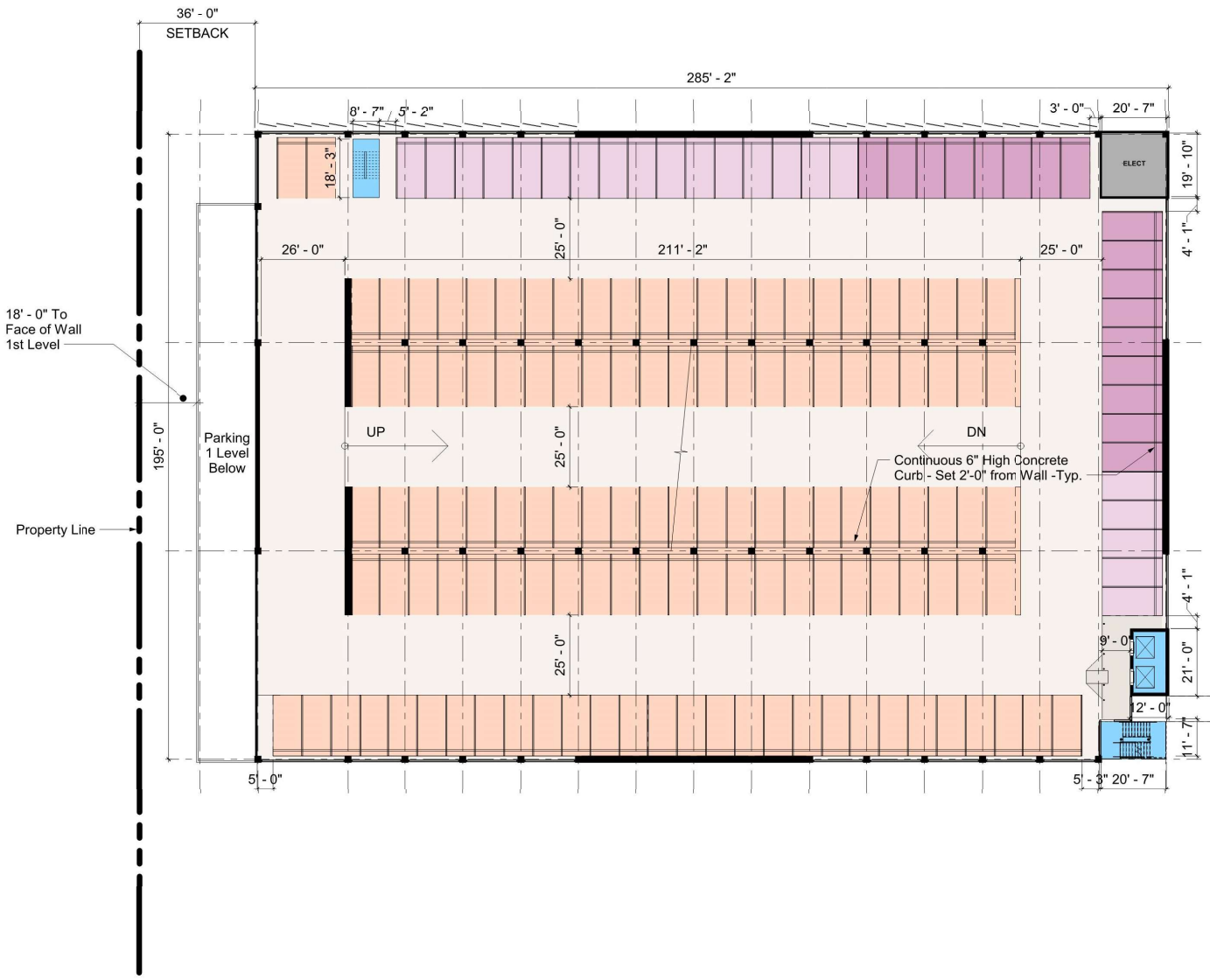
RBB # 2213000 November 26, 2025



Parking Count

Total Spaces	160 Cars

Floor Area

Parking	56,115 SF
Ext Stairs/Elev	386 SF
Total Area 2nd L	56,129 SF

Legend

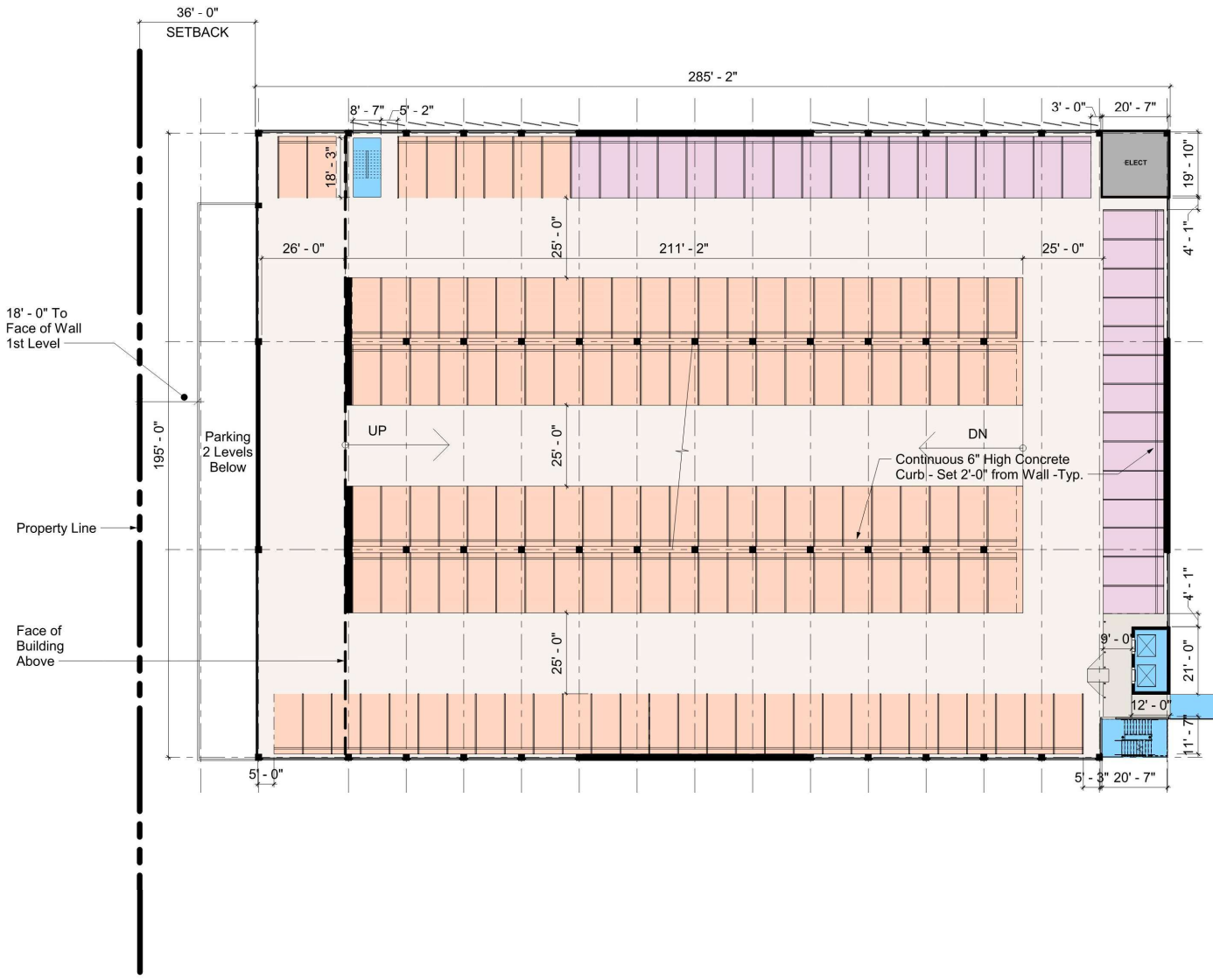
- Standard / ADA / Van ADA
- EVCS / EVCS ADA / EVCS ADA Van / EVCS Ambulatory
- Future EVCS

0' 8' 16' 32' N
1" = 16'

MemorialCare Orange Coast Medical Center
Proposed Parking Structure

Second Floor Plan

RBB ARCHITECTS INC
RBB # 2213000 November 26, 2025



Parking Count

Total Spaces	160 Cars

Floor Area

Parking	56,115 SF
Bridge Stairs/Elev	900 SF
Total Area 3rd L	57,015 SF

Legend

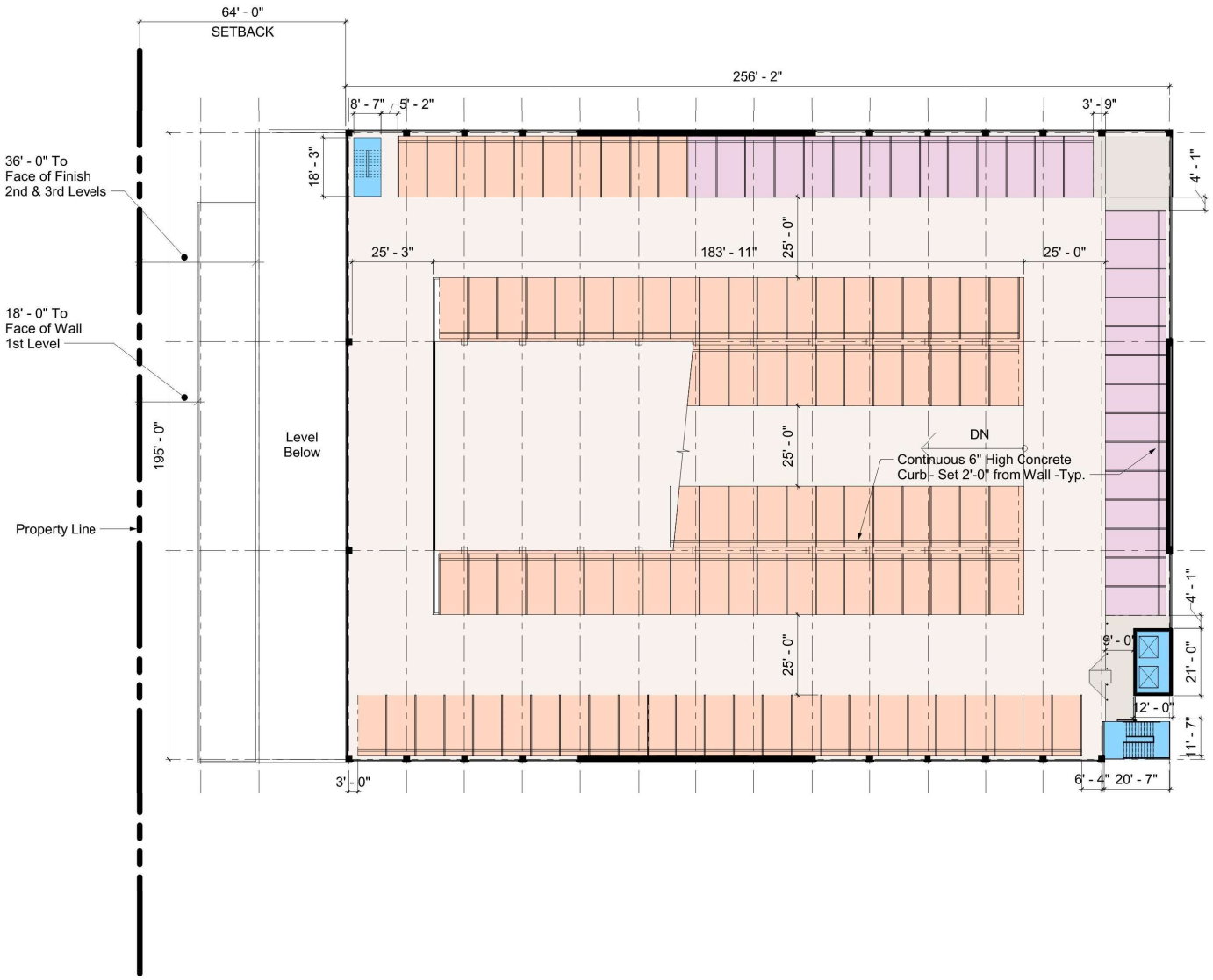
- Standard / ADA / Van ADA
- EVCS / EVCS ADA / EVCS ADA Van / EVCS Ambulatory
- Future EVCS

0' 8' 16' 32' N
1" = 16'

MemorialCare Orange Coast Medical Center
Proposed Parking Structure

Third Floor Plan

RBB ARCHITECTS INC
RBB # 2213000 November 26, 2025



Parking Count

Total Spaces	126 Cars

Floor Area

Total Area Roof	45,637 SF

Legend

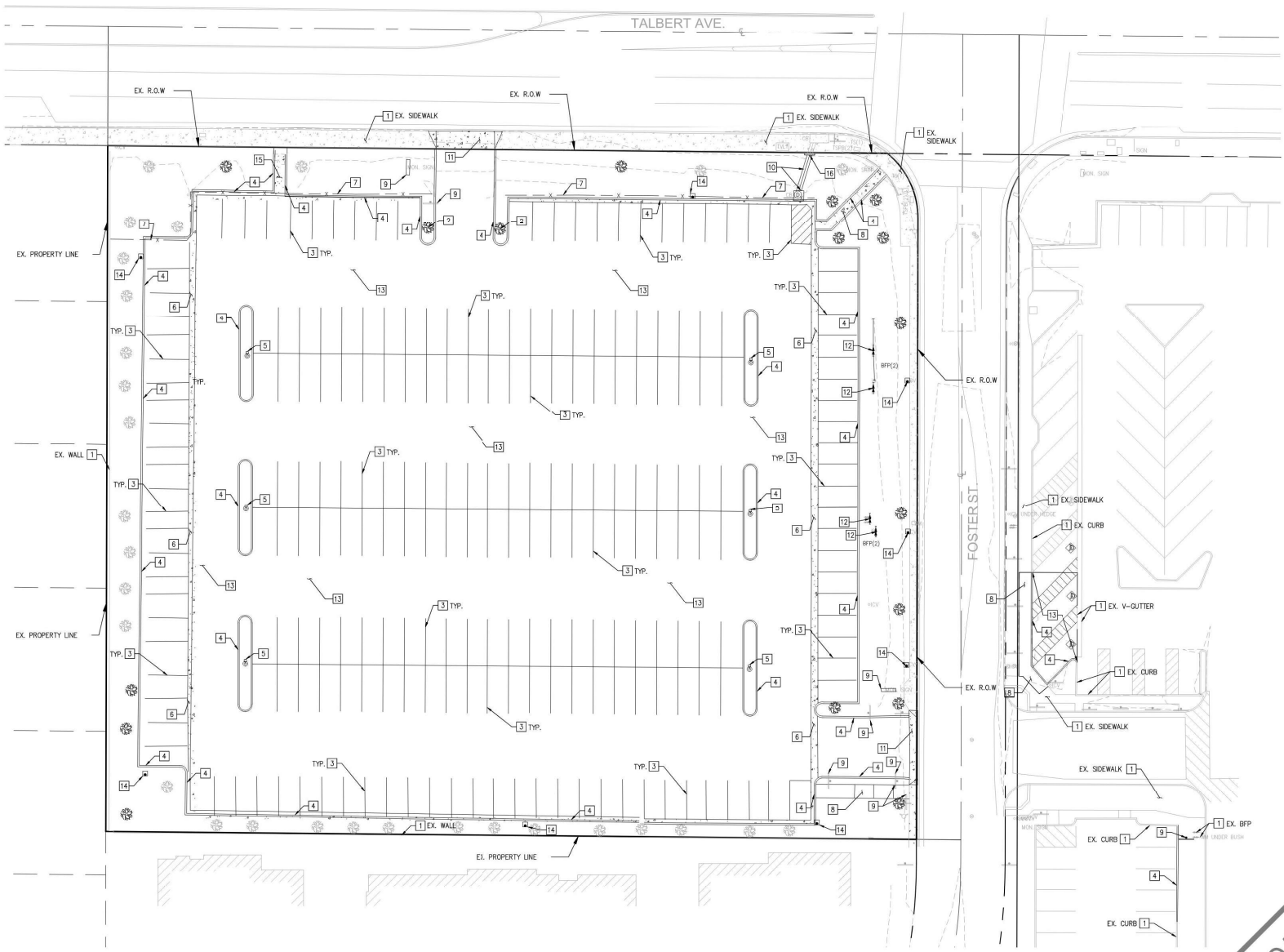
- Standard / ADA / Van ADA
- EVCS / EVCS ADA / EVCS ADA Van / EVCS Ambulatory
- Future EVCS

0' 8' 16' 32' N
1" = 16'

MemorialCare Orange Coast Medical Center
Proposed Parking Structure

Roof Plan

RBB ARCHITECTS INC
RBB # 2213000 November 26, 2025



DEMOLITION NOTES:

1. PROTECT IN PLACE EXISTING IMPROVEMENT AS NOTED ON PLAN
2. EXISTING TREE TO BE REMOVED
3. EXISTING PAVEMENT MARKING TO BE REMOVED
4. EXISTING CURB TO BE REMOVED
5. EXISTING LIGHT POLE TO BE REMOVED
6. EXISTING V-GUTTER TO BE REMOVED
7. EXISTING FENCE TO BE REMOVED
8. EXISTING CONCRETE SIDEWALK TO BE REMOVED
9. EXISTING SIGN TO BE REMOVED
10. EXISTING STORM DRAIN FACILITY TO BE REMOVED
11. EXISTING DRIVEWAY TO BE REMOVED
12. EXISTING BACKFLOW PREVENTER TO BE REMOVED AND RELOCATED PER LANDSCAPE PLANS.
13. EXISTING AC PAVEMENT TO BE REMOVED
14. EXISTING IRRIGATION CONTROL VALVE TO BE REMOVED AND RELOCATED PER LANDSCAPE PLANS.
15. EXISTING PARKWAY DRAIN TO BE REMOVED
16. CUT AND PLUG EXISTING 24" STORM DRAIN FOR RE-USE

UNAUTHORIZED CHANGES & USES

THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES OF THESE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS PRIOR TO CONSTRUCTION. CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.

NOTE TO CONTRACTOR

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES, PIPES, AND/OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. THERE MAYBE EXISTING UTILITIES NOT SHOWN ON THESE PLANS. THE CONTRACTOR SHALL ASCERTAIN THE TRUE VERTICAL AND HORIZONTAL LOCATION OF THOSE UNDERGROUND UTILITIES TO BE USED PRIOR TO CONSTRUCTION AND SHALL BE RESPONSIBLE FOR ANY DAMAGE TO ANY PUBLIC OR PRIVATE UTILITIES, SHOWN OR NOT SHOWN HEREON.

Know what's below Call before you dig.

PREPARED UNDER THE SUPERVISION OF TAIT & ASSOCIATES, INC.

REGISTERED PROFESSIONAL ENGINEER RYAN HASKIN No.84850 Exp. 3/31/24 CIVIL STATE OF CALIFORNIA

RYAN HASKIN, P.E. C84850 DATE

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NO.	DESCRIPTION	BY	DATE
	REVISIONS		

10

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PRELIMINARY DEMOLITION PLAN

ORANGE COAST MEDICAL CENTER PARKING STRUCTURE
9920 TALBERT AVENUE
FOUNTAIN VALLEY, CA 92708

DRAWN: TAIT
DATE: MAY 2023
CHECKED:
DATE:
REVISION #:
DATE:
JOB NO: SP7911

3 OF 3

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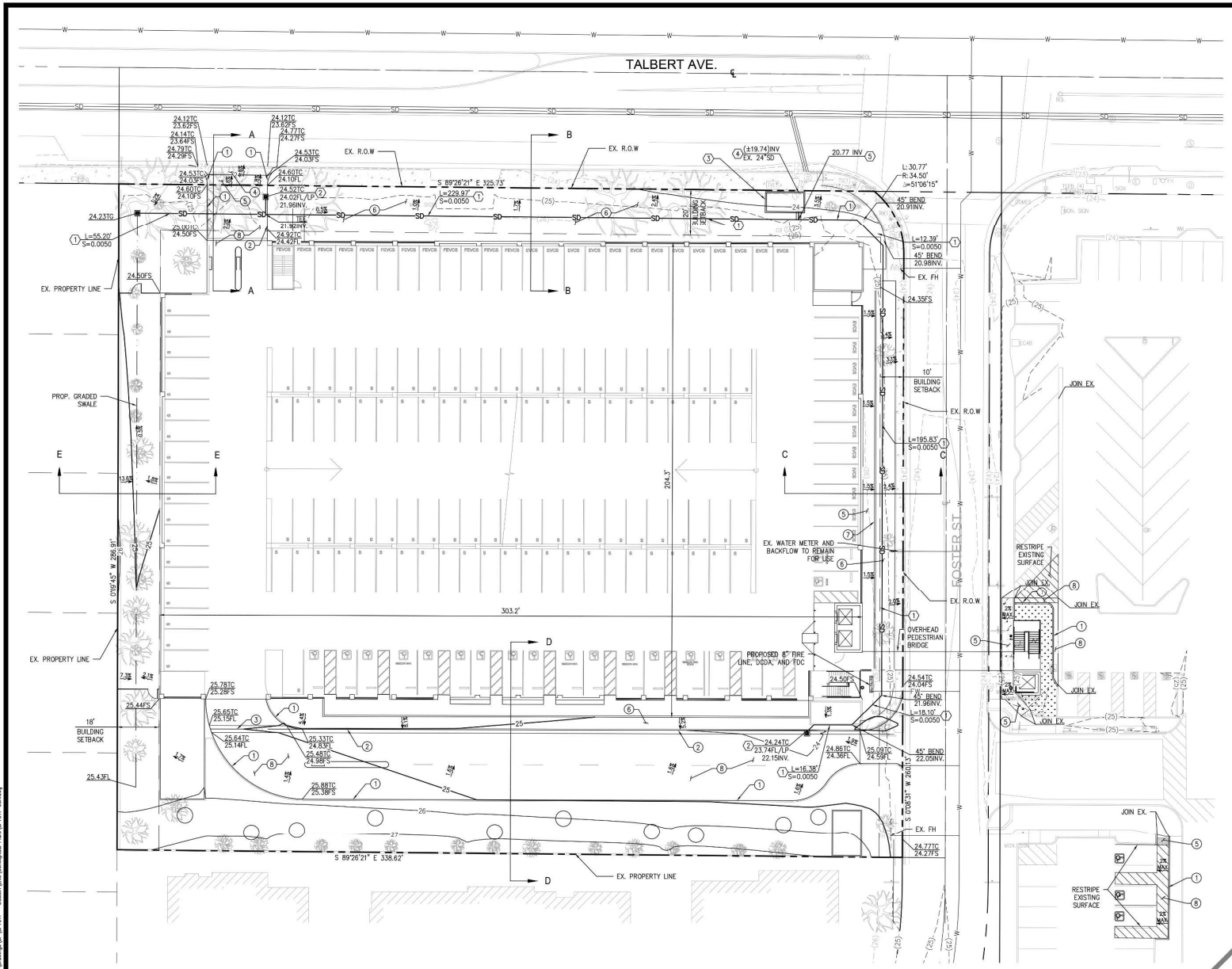
Mar 11, 2024 - 11:37pm by jmorris K:\Drawings\SP\SP7911 - IOMMA\ENG\Conceptual Plans\SP7911-cDM.dwg



CONCEPTUAL GRADING NOTES:

1. CONSTRUCT 6" PCC CURB
2. CONSTRUCT 6" PCC CURB AND GUTTER
3. CONSTRUCT 3' WIDE VALLEY GUTTER
4. CONSTRUCT DRIVEWAY
5. CONSTRUCT CONCRETE SIDEWALK
6. INSTALL LANDSCAPE
7. CONSTRUCT WALL
8. CONSTRUCT AC PAVEMENT

GENERAL NOTES:
A. PARKING STALLS SHALL BE MINIMUM 9' WIDE AND 18' DEEP.

STORM DRAIN NOTES:

1. INSTALL 12" PVC STORM DRAIN PIPE
2. CONSTRUCT 18"x18" CURB OPENING CATCH BASIN WITH TRASH RACK, DEBRIS FILTER, OR APPROVED EQUAL
3. CONSTRUCT MODULAR WETLAND SYSTEM MWS-L-8-16
4. CONNECT TO EXISTING 18" STORM DRAIN
5. INSTALL 18" HDPE STORM DRAIN PIPE

LEGEND

	PROPOSED SIDEWALK
	CENTER LINE
	EXISTING PROPERTY LINE
	PROPOSED PROPERTY LINE
(XXXX.XX)	EXISTING MAJOR CONTOUR
(XXXX.XX)	EXISTING MINOR CONTOUR
XXXX.XX	PROPOSED MAJOR CONTOUR
XXXX.XX	PROPOSED MINOR CONTOUR
EX	EXISTING
FL	FLOW LINE
FS	FINISH SURFACE
INV	INVERT
L	LENGTH
PR	PROPOSED
ROW	RIGHT-OF-WAY
S	SLOPE
SD	STORM DRAIN
TC	TOP OF CURB

SCALE: 1" = 20'

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PREPARED UNDER THE SUPERVISION OF TAIT & ASSOCIATES, INC.

REGISTERED PROFESSIONAL ENGINEER RYAN HASKIN No.84850 Exp. 3/31/24 CIVIL STATE OF CALIFORNIA

RYAN HASKIN, P.E. C84850 DATE

UNAUTHORIZED CHANGES & USES

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NO.	DESCRIPTION	BY	DATE
	REVISIONS		

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PRELIMINARY GRADING AND DRAINAGE PLAN

ORANGE COAST MEDICAL CENTER PARKING STRUCTURE
9920 TALBERT AVENUE
FOUNTAIN VALLEY, CA 92708

DRAWN: TAIT
DATE: 8/16/2023
CHECKED:
DATE:
REVISION #
DATE:
JOB NO: SP7911

1 OF 3

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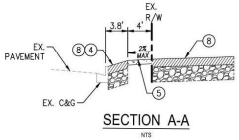
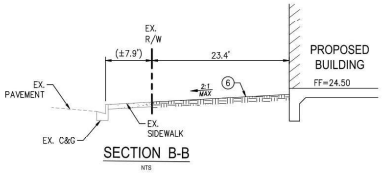
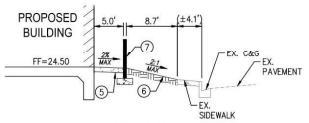


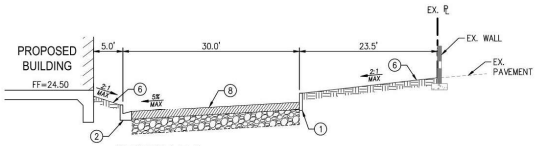
SECTION A-A
NTS



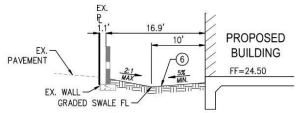
SECTION B-B
NTS



SECTION C-C
NTS



SECTION D-D
NTS



SECTION E-E
NTS

CONCEPTUAL GRADING NOTES:

1. CONSTRUCT 6" PCC CURB
2. CONSTRUCT 6" PCC CURB AND GUTTER
3. CONSTRUCT 3' WIDE VALLEY GUTTER
4. CONSTRUCT DRIVEWAY
5. CONSTRUCT CONCRETE SIDEWALK
6. INSTALL LANDSCAPE
7. CONSTRUCT WALL
8. CONSTRUCT AC PAVEMENT

GENERAL NOTES:
A. PARKING STALLS SHALL BE MINIMUM 9' WIDE AND 18' DEEP.

STORM DRAIN NOTES:

1. INSTALL 12" PVC STORM DRAIN PIPE
2. CONSTRUCT 18"x18" CURB OPENING CATCH BASIN WITH TRASH RACK, DEBRIS FILTER, OR APPROVED EQUAL
3. CONSTRUCT MODULAR WETLAND SYSTEM MWS-L-8-16
4. CONNECT TO EXISTING 18" STORM DRAIN
5. INSTALL 18" HDPE STORM DRAIN PIPE

UNAUTHORIZED CHANGES & USES

THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE FOR, OR LIABLE FOR, UNAUTHORIZED CHANGES TO OR USES OF THESE PLANS. ALL CHANGES OF THESE PLANS MUST BE IN WRITING AND MUST BE APPROVED BY THE PREPARER OF THESE PLANS PRIOR TO CONSTRUCTION. CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.

NOTE TO CONTRACTOR

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND UTILITIES, PIPES, AND/OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED BY A SEARCH OF AVAILABLE RECORDS. THERE MAYBE EXISTING UTILITIES NOT SHOWN ON THESE PLANS. THE CONTRACTOR SHALL ASCERTAIN THE TRUE VERTICAL AND HORIZONTAL LOCATION OF THOSE UNDERGROUND UTILITIES TO BE USED PRIOR TO CONSTRUCTION AND SHALL BE RESPONSIBLE FOR ANY DAMAGE TO ANY PUBLIC OR PRIVATE UTILITIES, SHOWN OR NOT SHOWN HEREON.

811 Know what's below Call before you dig.

PREPARED UNDER THE SUPERVISION OF TAIT & ASSOCIATES, INC.

REGISTERED PROFESSIONAL ENGINEER RYAN HASKIN No.84850 Exp. 3/31/24 CIVIL STATE OF CALIFORNIA

RYAN HASKIN, P.E. C84850 DATE

FOR REVIEW ONLY NOT FOR CONSTRUCTION

NO.	DESCRIPTION	BY	DATE
	REVISIONS		

12

TAIT & ASSOCIATES
701 North Parkcenter Drive
Santa Ana, CA 92705
p.: 714.560.8200
www.tait.com
ENGINEERING ENVIRONMENTAL PLANNING LAND SURVEYING
Since 1964
Santa Ana San Diego Sacramento Riverside Denver Phoenix Dallas

PRELIMINARY GRADING SECTIONS

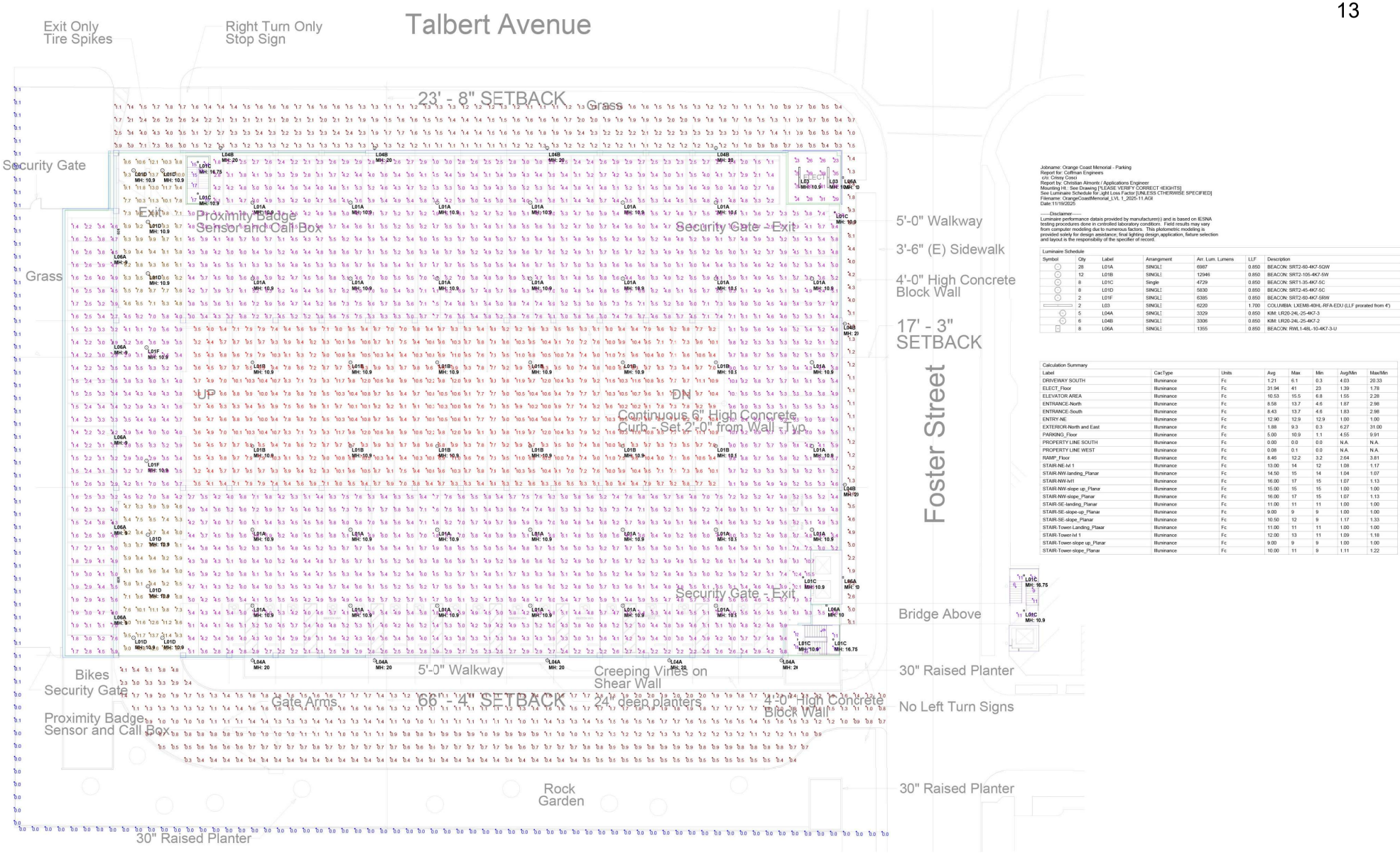
ORANGE COAST MEDICAL CENTER PARKING STRUCTURE
9920 TALBERT AVENUE
FOUNTAIN VALLEY, CA 92708

DRAWN: TAIT
DATE: MAY 2023
CHECKED:
DATE:
REVISION #:
DATE:
JOB NO. SP7911

2 OF 3

FOR REVIEW ONLY - NOT FOR CONSTRUCTION

Mar 11, 2024 - 1:59pm by jmorris K:\Drawings\SP\SP7911 - OCMA\ENG\Conceptual Plans\SP7911-cGR.dwg



Jobname: Orange Coast Menorial - Parking
Report for: Coffman Engineers
c/o: Crissy Cosci
Report by: Christian Almonte / Applications Engineer
Mounting Ht.: See Drawing [PLEASE VERIFY CORRECT HEIGHTS]
See Luminaire Schedule for ,ight Loss Factor [UNLESS OTHERWISE SPECIFIED]
Filename: OrangeCoastMemorial_LVL 1_2025-11.AGI
Date:11/19/2025

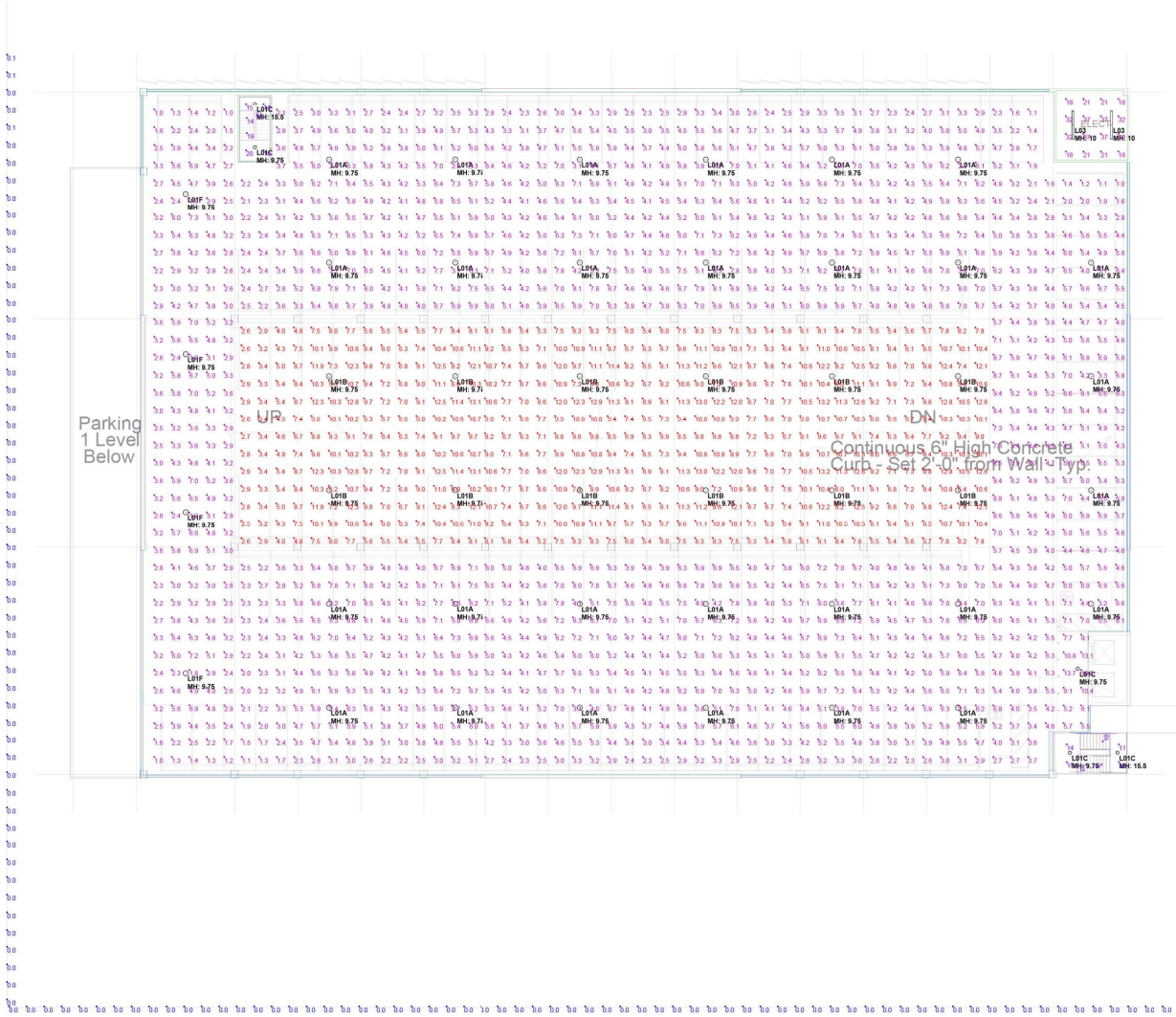
-----Disclaimer-----
Luminaire performance datais provided by manufacturer(s) and is based on IESNA testing procedures done in controlled laboratory conditions. Field results may vary from computer modeling due to numerous factors. This photometric modeling is provided solely for design assistance; final lighting design,application, fixture selection and layout is the responsibility of the specifier of record.

Luminaire Schedule

Symbol	Qty	Label	Arrangement	Arr. Lum. Lumens	LLF	Description
	28	L01A	SINGLE	6987	0.850	BEACON: SRT2-60-4K7-5GW
	12	L01B	SINGLE	12946	0.850	BEACON: SRT2-105-4K7-5W
	8	L01C	Single	4729	0.850	BEACON: SRT1-35-4K7-5C
	8	L01D	SINGLE	5830	0.850	BEACON: SRT2-45-4K7-5C
	2	L01F	SINGLE	6385	0.850	BEACON: SRT2-60-4K7-5WW
	2	L03	SINGLE	6220	1.700	COLUMBIA: LXEM8-40HL-RFA-EDU (LLF prorated from 4')
	5	L04A	SINGLE	3329	0.850	KIM: LR20-24L-25-4K7-3
	6	L04B	SINGLE	3306	0.850	KIM: LR20-24L-25-4K7-2
	8	L06A	SINGLE	1355	0.850	BEACON: RWL1-48L-10-4K7-3-U

Calculation Summary

Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
DRIVEWAY SOUTH	Illuminance	Fc	1.21	6.1	0.3	4.03	20.33
ELECT_Floor	Illuminance	Fc	31.94	41	23	1.39	1.78
ELEVATOR AREA	Illuminance	Fc	10.53	15.5	6.8	1.55	2.28
ENTRANCE-North	Illuminance	Fc	8.58	13.7	4.6	1.87	2.98
ENTRANCE-South	Illuminance	Fc	8.43	13.7	4.6	1.83	2.98
ENTRY-NE	Illuminance	Fc	12.90	12.9	12.9	1.00	1.00
EXTERIOR-North and East	Illuminance	Fc	1.88	9.3	0.3	6.27	31.00
PARKING_Floor	Illuminance	Fc	5.00	10.9	1.1	4.55	9.91
PROPERTY LINE SOUTH	Illuminance	Fc	0.00	0.0	0.0	N.A.	N.A.
PROPERTY LINE WEST	Illuminance	Fc	0.08	0.1	0.0	N.A.	N.A.
RAMP_Floor	Illuminance	Fc	8.46	12.2	3.2	2.64	3.81
STAIR-NE-lvl 1	Illuminance	Fc	13.00	14	12	1.08	1.17
STAIR-NW-landing_Planar	Illuminance	Fc	14.50	15	14	1.04	1.07
STAIR-NW-lvl1	Illuminance	Fc	16.00	17	15	1.07	1.13
STAIR-NW-slope up_Planar	Illuminance	Fc	15.00	15	15	1.00	1.00
STAIR-NW-slope_Planar	Illuminance	Fc	16.00	17	15	1.07	1.13
STAIR-SE-landing_Planar	Illuminance	Fc	11.00	11	11	1.00	1.00
STAIR-SE-slope-up_Planar	Illuminance	Fc	9.00	9	9	1.00	1.00
STAIR-SE-slope_Planar	Illuminance	Fc	10.50	12	9	1.17	1.33
STAIR-Tower-Landing_Plaar	Illuminance	Fc	11.00	11	11	1.00	1.00
STAIR-Tower-lvl 1	Illuminance	Fc	12.00	13	11	1.09	1.18
STAIR-Tower-slope up_Planar	Illuminance	Fc	9.00	9	9	1.00	1.00
STAIR-Tower-slope_Planar	Illuminance	Fc	10.00	11	9	1.11	1.22



Jobname: Orange Coast Memorial - Parking
Report for: Coffman Engineers
cc: Crissy Cosci
Report by: Christian Almonte / Applications Engineer
Mounting Ht.: Eye Doming [PLEASE VERIFY CORRECT HEIGHTS]
Reflectance: 20/20/20 [UNLESS OTHERWISE SPECIFIED]
See Luminaire Schedule for Light Loss Factor [UNLESS OTHERWISE SPECIFIED]
Filename: OrangeCoastMemorial_LVL 2_2025-11.AGI
Date:11/20/2025

——Disclaimer——
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Luminaire Schedule

Symbol	Qty	Label	Arrangement	Arr. Lum. Lumens	LLF	Description
	28	L01A	SINGLE	6987	0.850	BEACON: SRT2-60-4K7-5OW
	12	L01B	SINGLE	12946	0.850	BEACON: SRT2-105-4K7-5W
	6	L01C	SINGLE	4729	0.850	BEACON: SRT1-35-4K7-5C-UNV
	4	L01F	SINGLE	6385	0.850	BEACON: SRT2-60-4K7-5RW
	2	L03	SINGLE	6220	1.700	COLUMBIA: LXEM6-40HL-RFA-EDU (LLF prorated from 4')

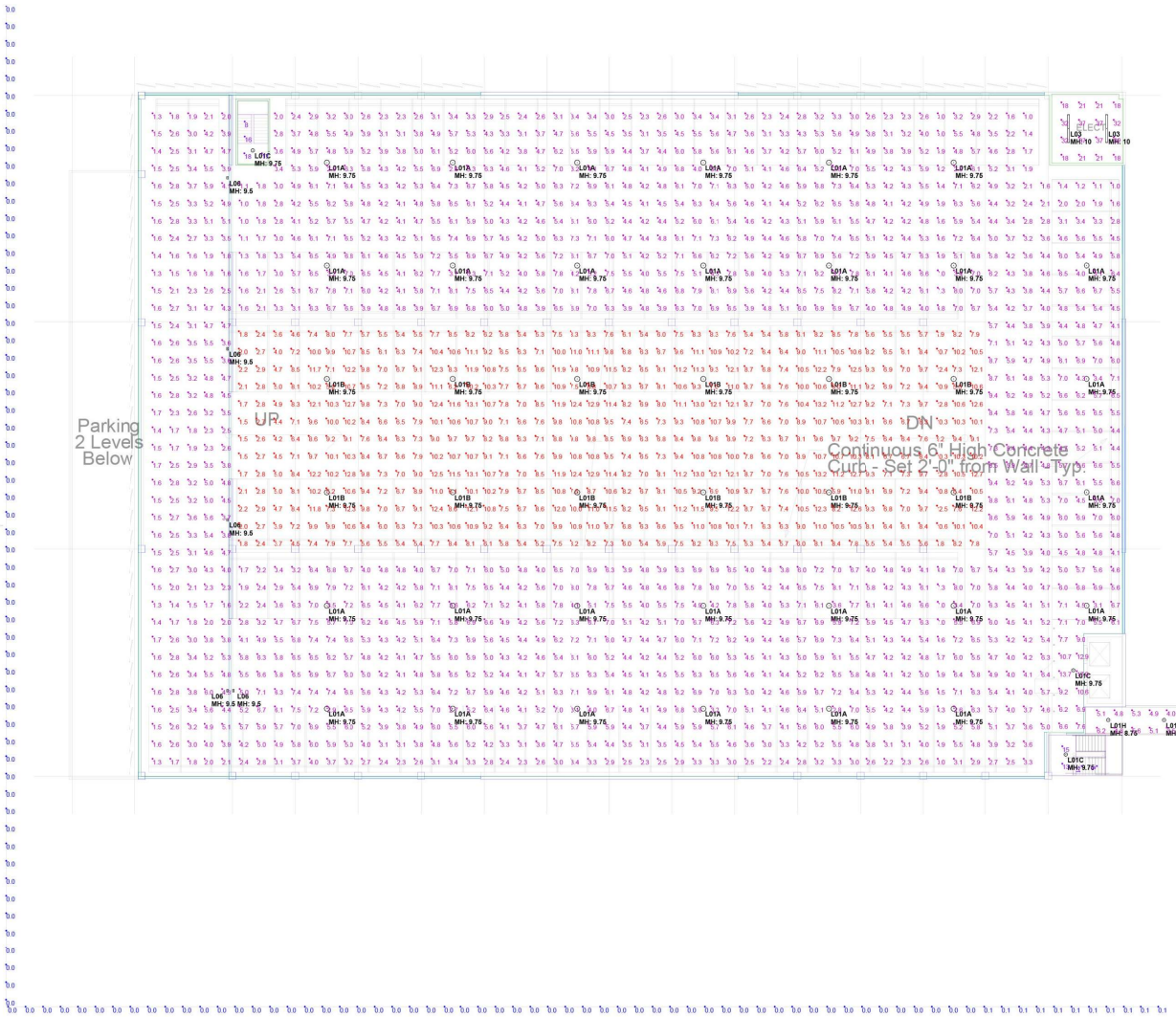
Calculation Summary

Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
ELECT_Floor	Illuminance	Fc	27.00	37	18	1.50	2.06
ELEVATOR AREA	Illuminance	Fc	9.43	16.8	5.2	1.81	3.23
PARKING_Floor	Illuminance	Fc	4.82	9.4	1.0	4.82	9.40
PROPERTY LINE SOUTH (at LVL1)	Illuminance	Fc	0.00	0.0	0.0	N.A.	N.A.
PROPERTY LINE WEST (at LVL1)	Illuminance	Fc	0.01	0.1	0.0	N.A.	N.A.
RAMP_Floor	Illuminance	Fc	8.39	13.2	2.5	3.36	5.28
STAIR-NW-landing_Planar	Illuminance	Fc	14.50	15	14	1.04	1.07
STAIR-NW-lvl2_Floor	Illuminance	Fc	19.00	20	18	1.06	1.11
STAIR-NW-slope-up_Planar	Illuminance	Fc	13.00	13	13	1.00	1.00
STAIR-NW-slope_Planar	Illuminance	Fc	16.50	19	14	1.18	1.36
STAIR-SE-landing_planar	Illuminance	Fc	11.50	12	11	1.05	1.09
STAIR-SE-lvl2	Illuminance	Fc	14.50	15	14	1.04	1.07
STAIR-SE-slope up_planar	Illuminance	Fc	10.00	10	10	1.00	1.00
STAIR-SE-slope_planar	Illuminance	Fc	11.00	13	9	1.22	1.44
STAIR-Tower-lvl 2	Illuminance	Fc	13.00	13	13	1.00	1.00
STAIR-Tower-slope_Planar	Illuminance	Fc	11.00	11	11	1.00	1.00

MemorialCare Orange Coast Medical Center
Proposed Parking Structure

Photometric Study Second Level

RBB ARCHITECTS INC
RBB # 2213000 November 26, 2025



Jobname: Orange Coast Memorial - Parking
Report for: Coffman Engineers
c/o: CristyCosci
Report by: Jhristian Almonte / Applications Engineer
Mounting Ht.: See Drawing [PLEASE VERIFY CORRECT HEIGHTS]
Reflectance: 20/20/20 [UNLESS OTHERWISE SPECIFIED]
See Luminaire Schedule for Light Loss Factor [UNLESS OTHERWISE SPECIFIED]
Filename: orangeCoastMemorial_LVL 3_2025-11.AGI
Date:11/20/2025

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LuminaireSchedule

Symbol	Qty	Label	Arrangement	Arr. Lum. Lumens	LLF	Description
	28	L01A	SINGLE	6967	0.850	BEACON: SRT2-60-4K7-5QW
	12	L01B	SINGLE	12946	0.850	BEACON: SRT2-105-4K7-5W
	3	L01C	SINGLE	4729	0.850	BEACON: SRT1-35-4K7-5C-UNV
	5	L01H	SINGLE	2368	0.850	BEACON: SRT1-15-4K7-5QW-UNV
	2	L03	SINGLE	6220	1.700	COLUMBIA: LXEM8-40HL-RFA-EDU (LLF prorated from 4")
	1	L04C	SINGLE	7371	0.850	KIM: LR20-24L-65-4K7-4
	5	L06	Single	4662	0.850	BEACON: RWL1-40L-35-4K7-4W-U

Calculation Summary

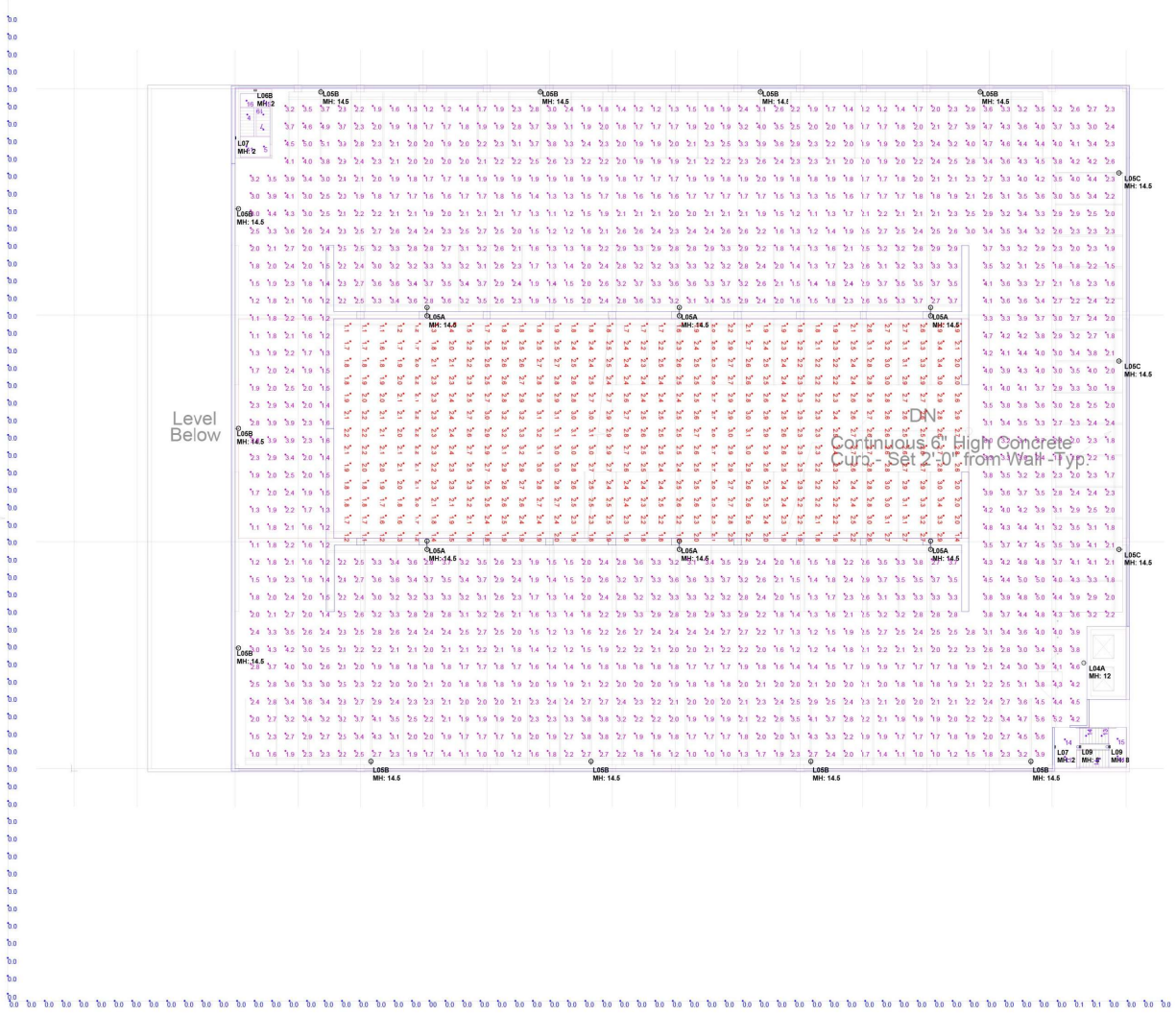
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
BRIDGE	Illuminance	Fc	5.55	9.6	3.4	1.63	2.82
ELECT_Foor	Illuminance	Fc	27.00	37	18	1.50	2.06
ELEVATOR AREA	Illuminance	Fc	9.84	17.0	6.2	1.59	2.74
PARKING_Floor	Illuminance	Fc	4.80	9.4	1.0	4.80	9.40
PROPERTY LINE SOUTH (at LVL1)	Illuminance	Fc	0.02	0.1	0.0	N.A.	N.A.
PROPERTY LINE WEST (at LVL1)	Illuminance	Fc	0.00	0.0	0.0	N.A.	N.A.
RAMP_Floor	Illuminance	Fc	8.34	13.2	1.5	5.56	8.80
STAIR-NW-lvl2	Illuminance	Fc	17.50	18	17	1.03	1.06
STAIR-NW-slope_Planar	Illuminance	Fc	12.00	16	8	1.50	2.00
STAIR-SE-lvl2	Illuminance	Fc	14.00	15	13	1.08	1.15
STAIR-SE-slope_planar	Illuminance	Fc	8.00	11	5	1.60	2.20
STAIR-Tower-landing_Planar	Illuminance	Fc	3.45	3.6	3.3	1.05	1.09
STAIR-Tower-lvl 3	Illuminance	Fc	11.45	12.0	10.9	1.05	1.10
STAIR-Tower-slope up_Planar	Illuminance	Fc	2.80	3.7	1.9	1.47	1.95
STAIR-Tower-slope_Planar	Illuminance	Fc	4.30	4.3	4.3	1.00	1.00

0' 8' 16' 32'
1/16" = 1'
N

MemorialCare Orange Coast Medical Center
Proposed Parking Structure

Photometric Study Third Level

RBB ARCHITECTS INC
RBB # 2213000 November 26, 2025



Jobname: Orange Coast Memorial - Parking
Report for: Coffman Engineers
c/o: Cressy Cosci
Report by: Christian Almonte / Applications Engineer
Mounting Ht: See Drawing [PLEASE VERIFY CORRECT HEIGHTS]
Reflectance: 20/20/20 [UNLESS OTHERWISE SPECIFIED]
See Luminaire Schedule for Light Loss Factor [UNLESS OTHERWISE SPECIFIED]
Filename: OrangeCoastMemorial_LVL 4_2025-11.AGI
Date:11/20/2025

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Luminaire Schedule

Symbol	Qty	Label	Arrangement	Arr. Lum. Lumens	LLF	Description
	1	L04A	SINGLE	3329	0.850	KIM: IR20-24L-25-4K7-3
	6	L05A	BACK-BACK	14698	0.850	KIM: IR20-24L-65-4K7-4W-PT
	11	L05B	SINGLE	4291	0.850	KIM: IR20-24L-65-4K7-3-BC-P1
	3	L05C	SINGLE	5239	0.850	KIM: IR20-24L-65-4K7-4-BC-P1
	1	L06B	Single	4403	0.850	BEACON: RWL1-48L-35-4K7-4F-UNV
	2	L07	SINGLE	740	0.850	VISTA: 1S05-A8-FINISH-40K (optics tilted 15°)
	2	L09	Single	3312	0.850	BEACON: RFL2-44L-25-4K7-W tilted 25° from nadir)

Calculation Summary

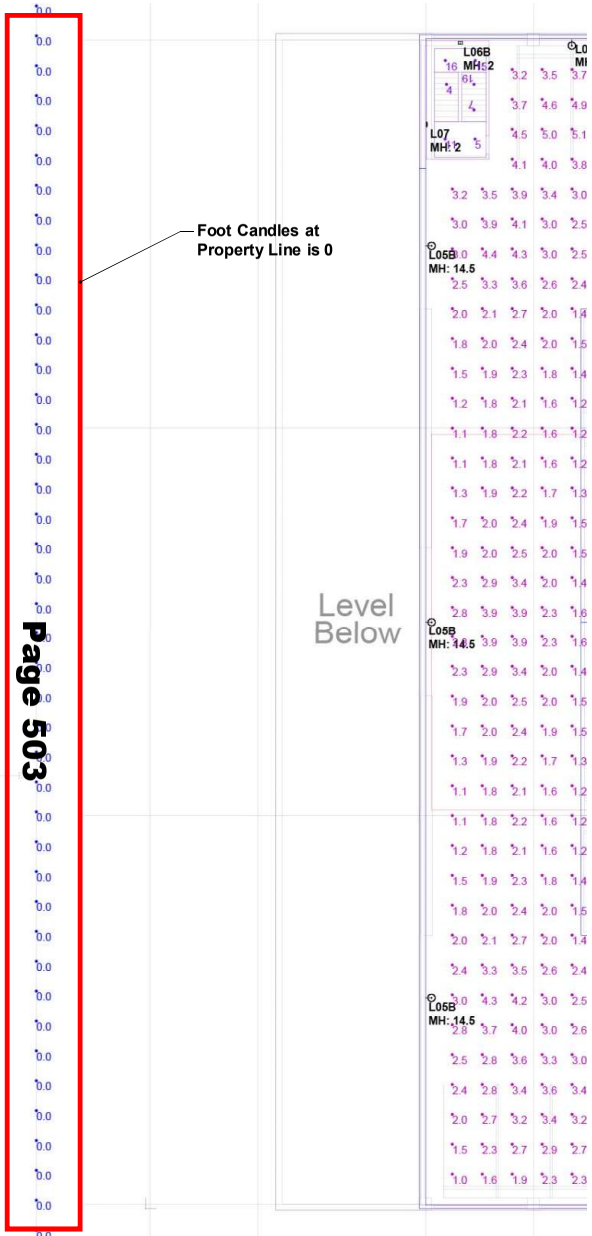
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
PARKING_Floor	Illuminance	Fc	2.52	5.6	1.0	2.52	5.60
PROPERTY LINE SOUTH (at LVL1)	Illuminance	Fc	0.00	0.1	0.0	N.A.	N.A.
PROPERTY LINE WEST (at LVL1)	Illuminance	Fc	0.00	0.0	0.0	N.A.	N.A.
RAMP_Planar	Illuminance	Fc	2.40	3.4	1.1	2.18	3.09
STAIR-NE-landing_Planar	Illuminance	Fc	14.50	15	14	1.04	1.07
STAIR-NE-steps down_Planar	Illuminance	Fc	13.50	14	13	1.04	1.08
STAIR-NW-landing_Planar	Illuminance	Fc	15.50	16	15	1.03	1.07
STAIR-NW-M4	Illuminance	Fc	8.00	11	5	1.60	2.20
STAIR-NW-slope down_Planar	Illuminance	Fc	4.00	4	4	1.00	1.00
STAIR-NW-slope_Planar	Illuminance	Fc	13.00	19	7	1.86	2.71
STAIR-SE-M4	Illuminance	Fc	12.50	14	11	1.14	1.27
STAIR-SE-slope down_Planar	Illuminance	Fc	11.00	11	11	1.00	1.00

Page 502

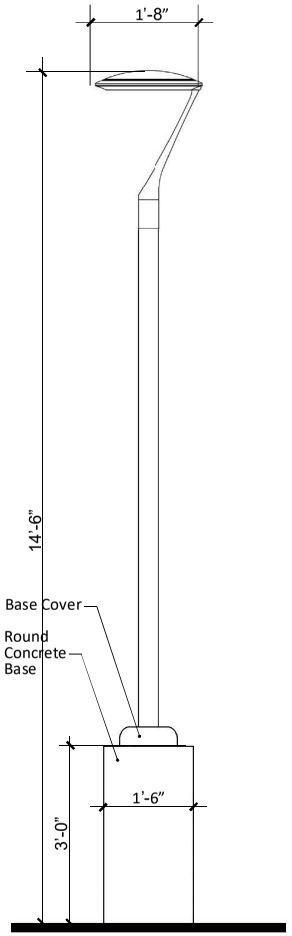
MemorialCare Orange Coast Medical Center
Proposed Parking Structure

Photometric Study Roof

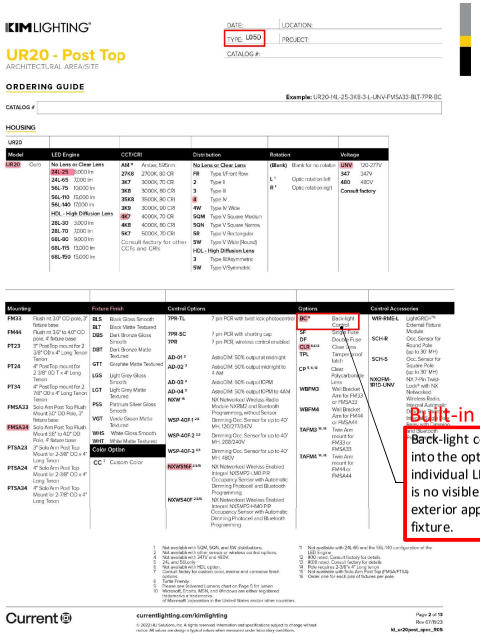
RBB ARCHITECTS INC
RBB # 2213000 November 26, 2025

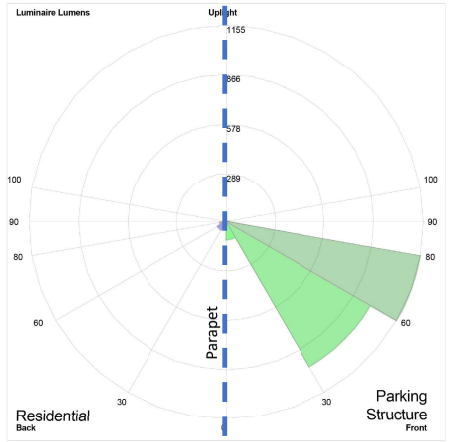


Partial Plan of Photometric Study
Fourth Level West Edge



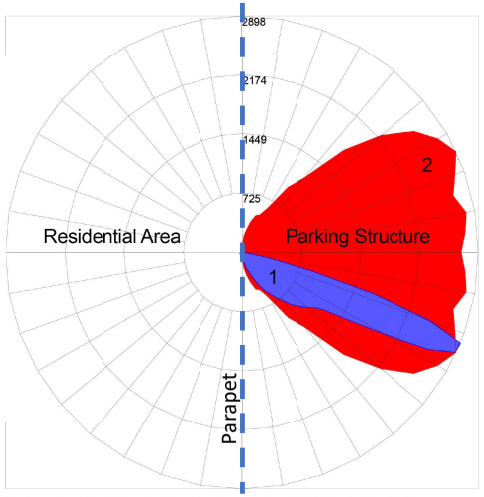
Elevation of Fixture LO5B



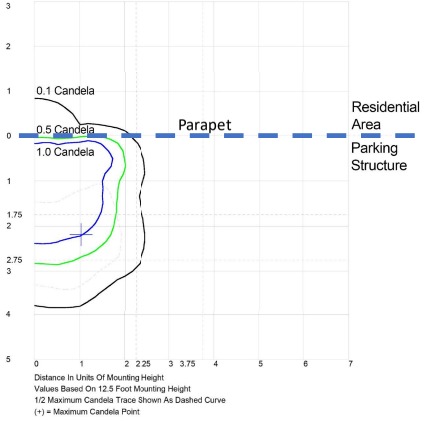


Luminaire Lumens:
Front: Low=105.3, Medium=978.7, High=1155.1, Very High=19.7
Back: Low=18.4, Medium=54.9, High=35.8, Very High=9.5
Uplight: Low=0.0, High=0.0

BUG Rating : B0-U0-G1
(Back light, Uplight Glare)



Maximum Candela = 2898 Located At Horizontal Angle = 25, Vertical Angle = 67.5
1 - Vertical Plane Through Horizontal Angles (25 - 205) (Through Max. Cd.)
2 - Horizontal Cone Through Vertical Angle (67.5) (Through Max. Cd.)



MH (Mounting Height) of fixture is 12.5 Feet

Photometric Toolbox Professional Edition - Copyright 2002-2015 by Lighting Analysts, Inc.
Calculations based on published IES Methods and recommendations, values rounded for display purposes.
Results derived from content of manufacturers photometric file.

MemorialCare Orange Coast Medical Center
Proposed Parking Structure

Photometric Study - Roof
Fixture LO5B

RBB ARCHITECTS INC
RBB # 2213000 November 26, 2025

KIM LIGHTING®

UR20-Arm Mount

ARCHITECTURAL AREA/SITE

FEATURES

- 20" size in post top pole and wall mount
- High performance optics up to 17,000 delivered lumens
- Elegant form factor
- Diffusion lens option
- UL/cUL listed for wet locations, IP66 and 4G/1.5G vibration rated

3000K and warmer CCTs only

CONTROL TECHNOLOGY

LIGHTING CONTROLS LIGHTGRID+

DATE: LOCATION:

TYPE: PROJECT:

CATALOG #:

Ouro™

RELATED PRODUCTS

Ouro Small Post Top | Ouro Large Post Top | Ouro Large Arm Mount

KIM LIGHTING®

Page 504

UR20 EDGE-LIT Post Top

ARCHITECTURAL AREA/SITE

FEATURES

- 20" size in single/dual arm post top, pole and wall mount
- High performance optics up to 15,227 delivered lumens
- Elegant form factor
- Edge-Lit Light Guide
- NX lighting controls
- UL/cUL listed for wet locations, IP66 and 4G/1.5G vibration rated

3000K and warmer CCTs only

CONTROL TECHNOLOGY

LIGHTING CONTROLS LIGHTGRID+

DATE: LOCATION:

TYPE: PROJECT:

CATALOG #:

Ouro™ EDGE-LIT

RELATED PRODUCTS

Ouro Small Arm Mount | Ouro Large Post Top | Ouro Large Arm Mount

KIM LIGHTING®

KRS

Round Steel Non-Tapered Pole

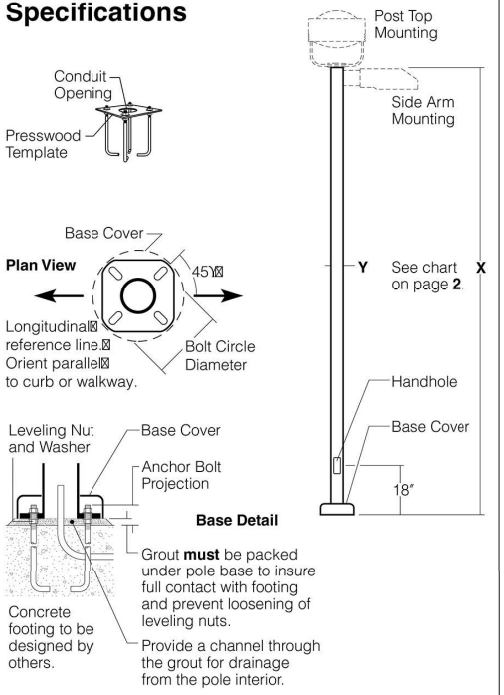
Type:
Job:
Catalog number: F1 SERIES POLE / OAH IS 14.5 MINUS 2.5 CONCRETE BASE

Pole	/ Mounting	/ Structural Luminaire Option	/ Finish	/ Optional Anchor Bolt Covers	/ Optional Duplex Receptacle
		See page 2		See page 3	

Approvals:

Date:
Page: 1 of 4

Specifications



Pole Construction: One-piece non-tapered round shaft of low carbon steel (ASTM-A500 Grade B, 42,000 PSI min. yield) with one flush-welded vertical seam. Shaft is welded to a flat steel anchor base (ASTM-36, 36,000 PSI min. yield).

Base Cover: Base has a two-piece cast aluminum full cover of 319 alloy, secured by stainless steel screws. Optional anchor bolt covers available (see page **3**).

Pole Cap: A flush-sided cast aluminum pole cap is provided for side arm mounted luminaires. A rounded cast aluminum pole cap is provided for twin mounted luminaires (NS only).

Handhole: 18" up from base, with a gasketed cover and ground lug. 2" x 4" handhole provided on poles up to 16'. Reinforced 3" x 6" handhole provided on poles 20' and taller.

Anchor Bolts: Four fully galvanized anchor bolts provided (ASTM-36, 36,000 PSI min. yield), complete with eight galvanized nuts, eight galvanized flat washers, and a presswood template.

Strength: Poles will withstand wind loads as listed in chart (see page **2**) when luminaires are mounted per fixture installation instructions.

Finish: Super TGIC thermoset polyester powder coat paint applied over a titanated zirconium conversion coating.

CAUTION: Installation of poles without luminaire(s) will compromise pole strength. Any accessories attached to pole, or other modifications will compromise pole strength and may result in pole failure.

Maintenance: A regularly scheduled maintenance program must be established to insure the protective paint coating is intact, corrosion or structural damage has not occurred, and anchor bolt nuts are tight. Failure to do so could lead to pole collapse and serious personal injury.

Certification: Certified UL 1598 in accordance with Article 410 of ANSI/NFPA 70, National Electrical Code.

Current

currentlighting.com/kimlighting

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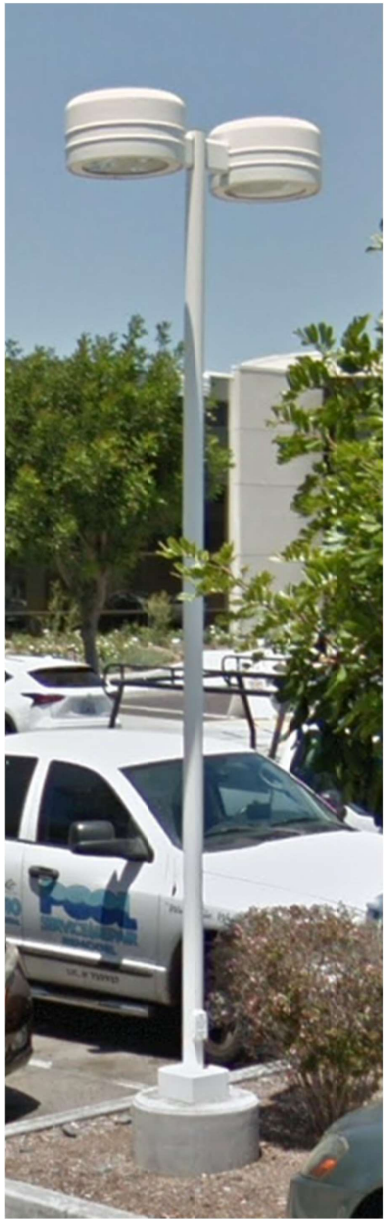
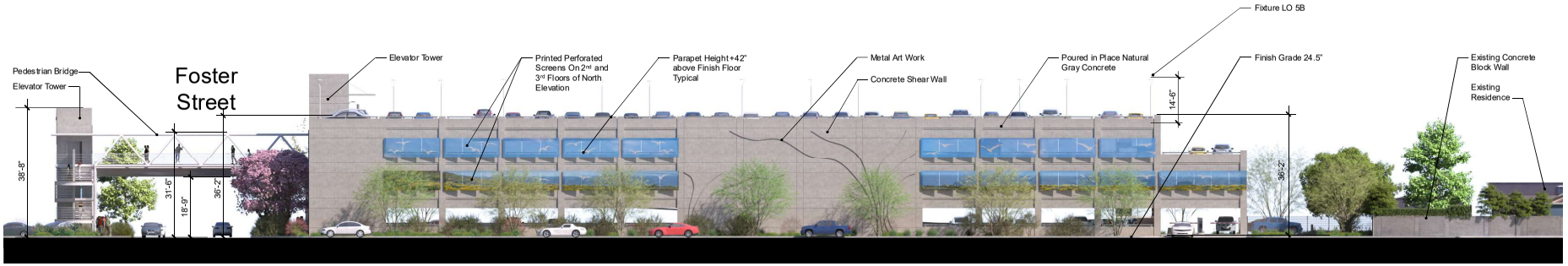
5604708282 kl_krs_spec_R01

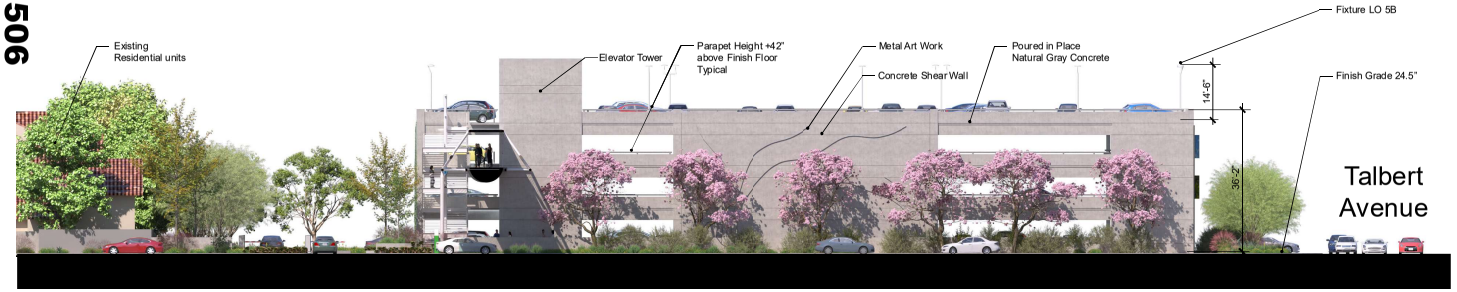


MemorialCare Orange Coast Medical Center
Proposed Parking Structure

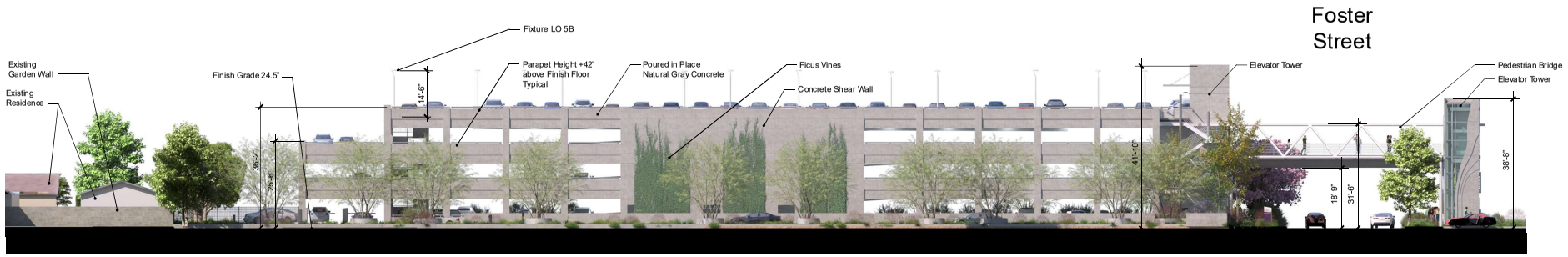
Existing Exterior Lighting Fixtures



North Elevation

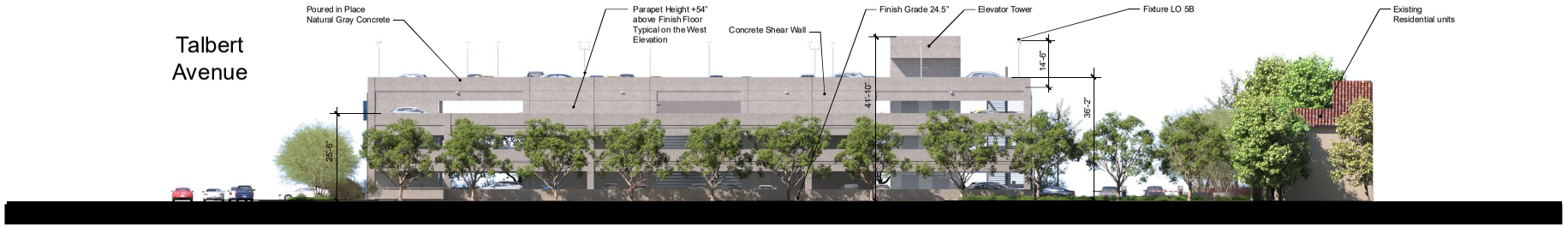


East Elevation



South Elevation

Scale: 1" = 16'-0"



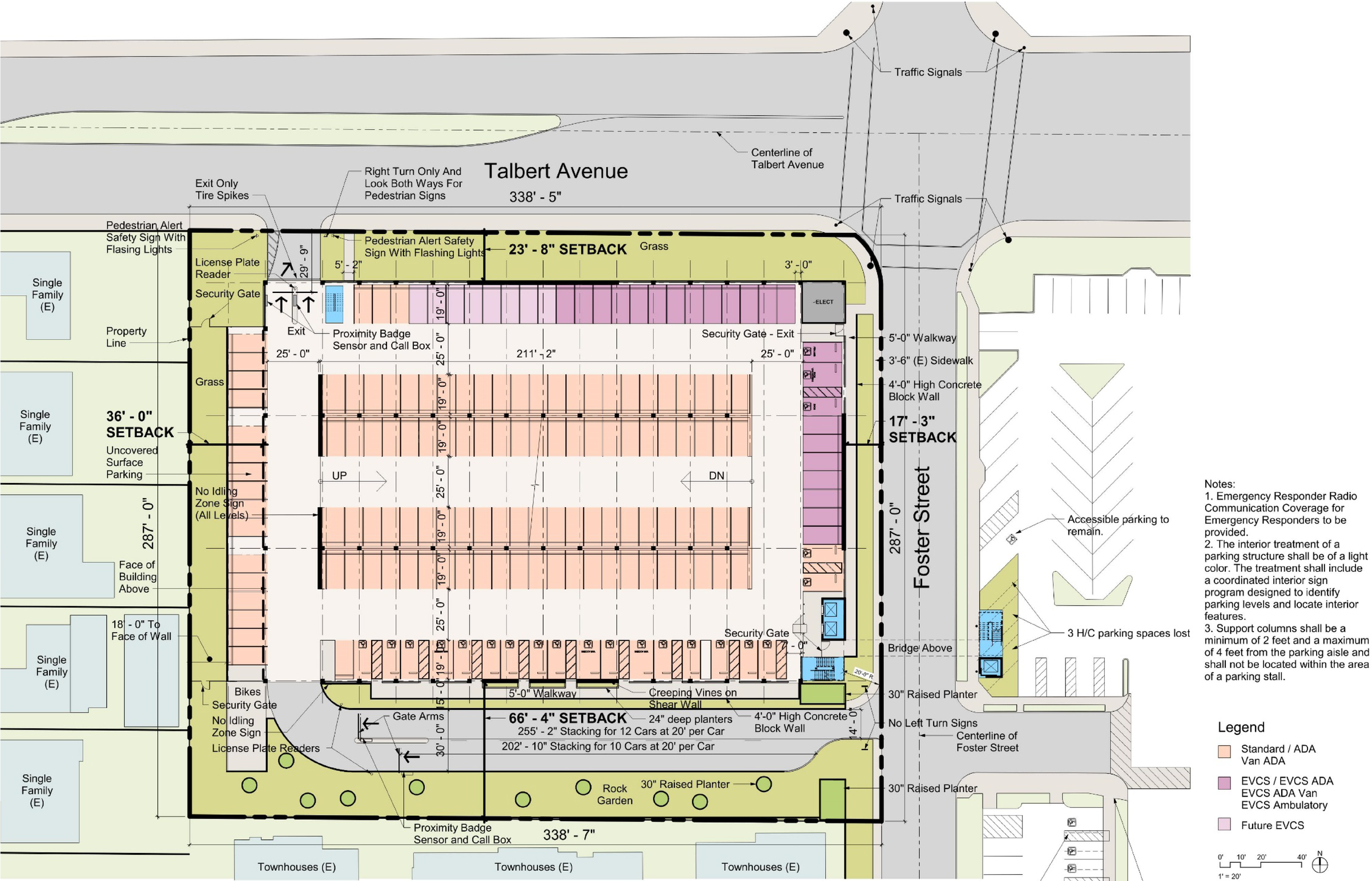
West Elevation

Scale: 1" = 16'-0"

MemorialCare Orange Coast Medical Center
Proposed Parking Structure

Car Headlight Mitigation on West Elevation
Floor to Floor Heights

RBB ARCHITECTS INC
RBB # 2213000 November 26, 2025



Notes:
1. Emergency Responder Radio Communication Coverage for Emergency Responders to be provided.
2. The interior treatment of a parking structure shall be of a light color. The treatment shall include a coordinated interior sign program designed to identify parking levels and locate interior features.
3. Support columns shall be a minimum of 2 feet and a maximum of 4 feet from the parking aisle and shall not be located within the area of a parking stall.

Legend
- Standard / ADA Van ADA
- EVCS / EVCS ADA EVCS ADA Van EVCS Ambulatory
- Future EVCS

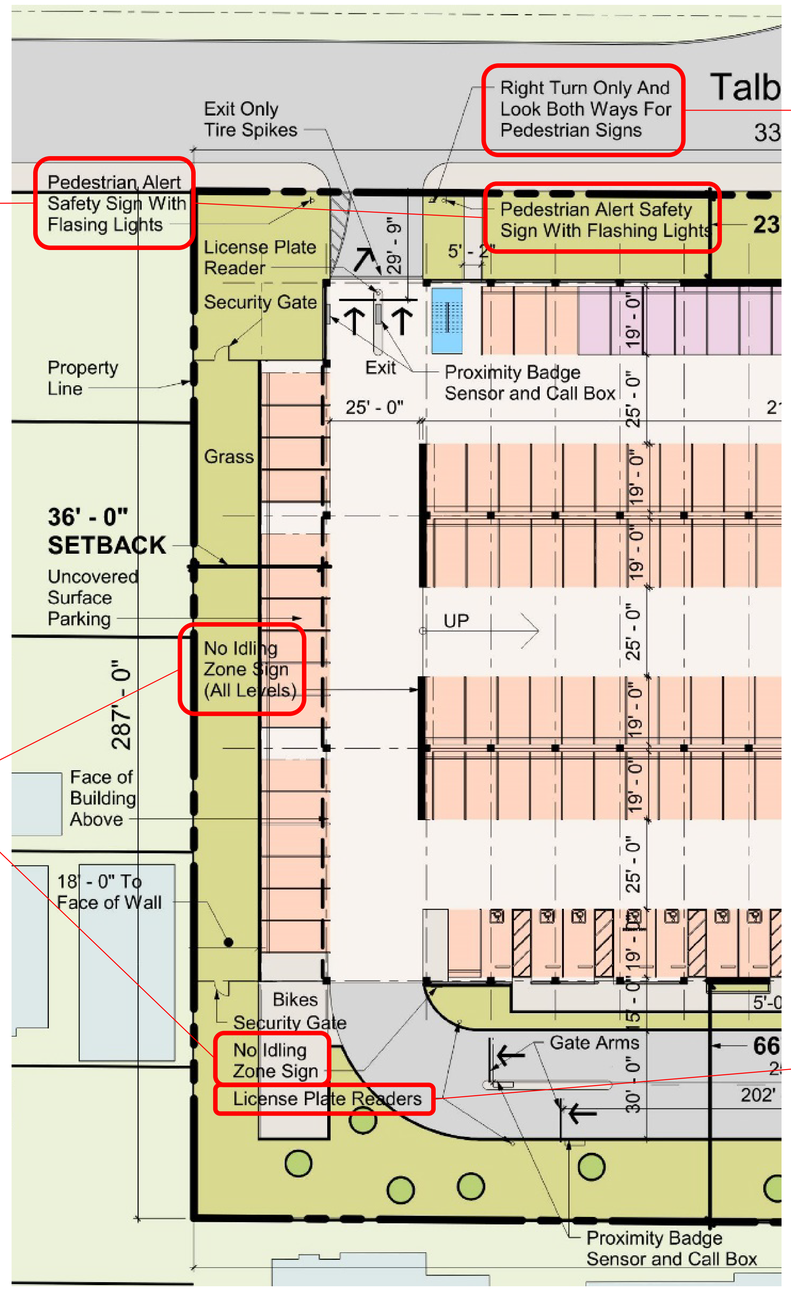
0' 10' 20' 40' N
1' = 20'

MemorialCare Orange Coast Medical Center
Proposed Parking Structure

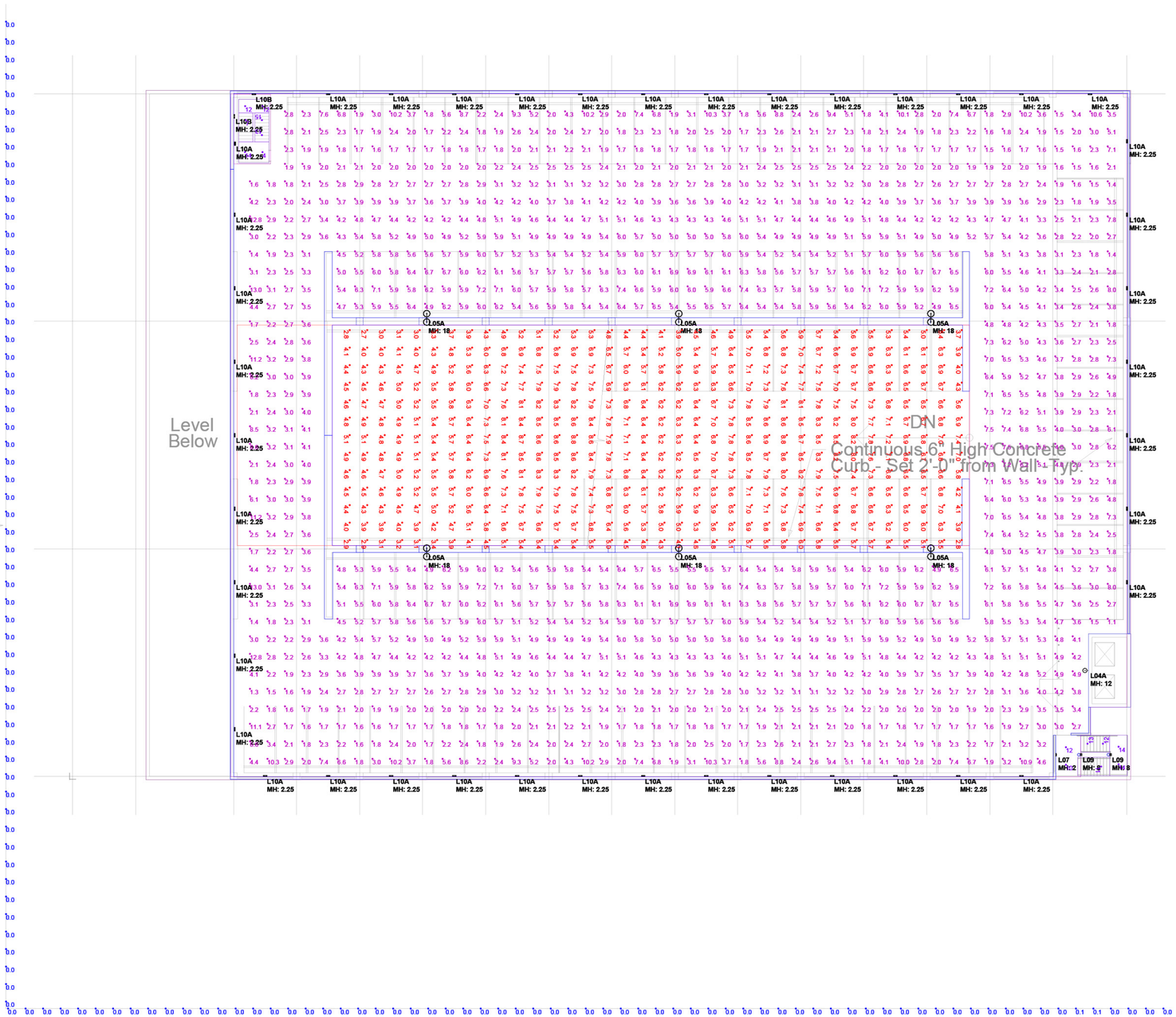
Site Plan

RBB ARCHITECTS INC
RBB # 2213000 May 7, 2026

Traffic approaching Flashing sign



License Plate Readers



Jobname: Orange Coast Memorial - Parking
Report for: Coffman Engineers
c/o: Crissy Cosci
Report by: Christian Almonte / Applications Engineer
Mounting Ht.: See Drawing [PLEASE VERIFY CORRECT HEIGHTS]
Reflectance: 20/20/20 [UNLESS OTHERWISE SPECIFIED]
See Luminaire Schedule for Light Loss Factor [UNLESS OTHERWISE SPECIFIED]
Filename: OrangeCoastMemorial_LVL 4_2026-05-Rev2.AGI
Date:5/7/2026

-----Disclaimer-----
Luminaire performance data is provided by manufacturer(s) and is based on IESNA testing procedures done in controlled laboratory conditions. Field results may vary from computer modeling due to numerous factors. This photometric modeling is provided solely for design assistance; final lighting design, application, fixture selection and layout is the responsibility of the specifier of record.

Luminaire Schedule						
Symbol	Qty	Label	Arrangement	Arr. Lum. Lumens	LLF	Description
	1	L04A	SINGLE	3329	0.850	KIM: UR20-24L-25-4K7-3
	6	L05A	BACK-BACK	40366	0.850	KIM: UR28-96L-155-4K7-4W-PT
	1	L07	SINGLE	740	0.850	VISTA: 1505-AB-FINISH-40K (optics tilted 15°)
	2	L09	Single	3312	0.850	BEACON: RFL2-44L-25-4K7-W (tilted 20° from nadir)
	42	L10A	Single	2670	0.850	KIM: PVNTR-13-20-4K8-UNV
	2	L10B	Single	4578	0.850	KIM: PVNTR-13-40-4K8-UNV

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
PARKING_Floor	Illuminance	Fc	4.11	13.0	1.1	3.74	11.82
PROPERTY LINE SOUTH (at LVL1)	Illuminance	Fc	0.00	0.1	0.0	N.A.	N.A.
PROPERTY LINE WEST (at LVL1)	Illuminance	Fc	0.00	0.0	0.0	N.A.	N.A.
RAMP_Planar	Illuminance	Fc	6.25	8.9	2.7	2.31	3.30
STAIR-NE-landing_Planar	Illuminance	Fc	14.00	14	14	1.00	1.00
STAIR-NE-steps down_Planar	Illuminance	Fc	12.50	13	12	1.04	1.08
STAIR-NW-landing_Planar	Illuminance	Fc	12.00	12	12	1.00	1.00
STAIR-NW-lvl4	Illuminance	Fc	9.00	14	4	2.25	3.50
STAIR-NW-slope down_Planar	Illuminance	Fc	7.00	7	7	1.00	1.00
STAIR-NW-slope_Planar	Illuminance	Fc	14.00	15	13	1.08	1.15
STAIR-SE-lvl4	Illuminance	Fc	11.00	12	10	1.10	1.20
STAIR-SE-slope down_Planar	Illuminance	Fc	11.00	11	11	1.00	1.00

0' 8' 16' 32'
1/16" = 1'

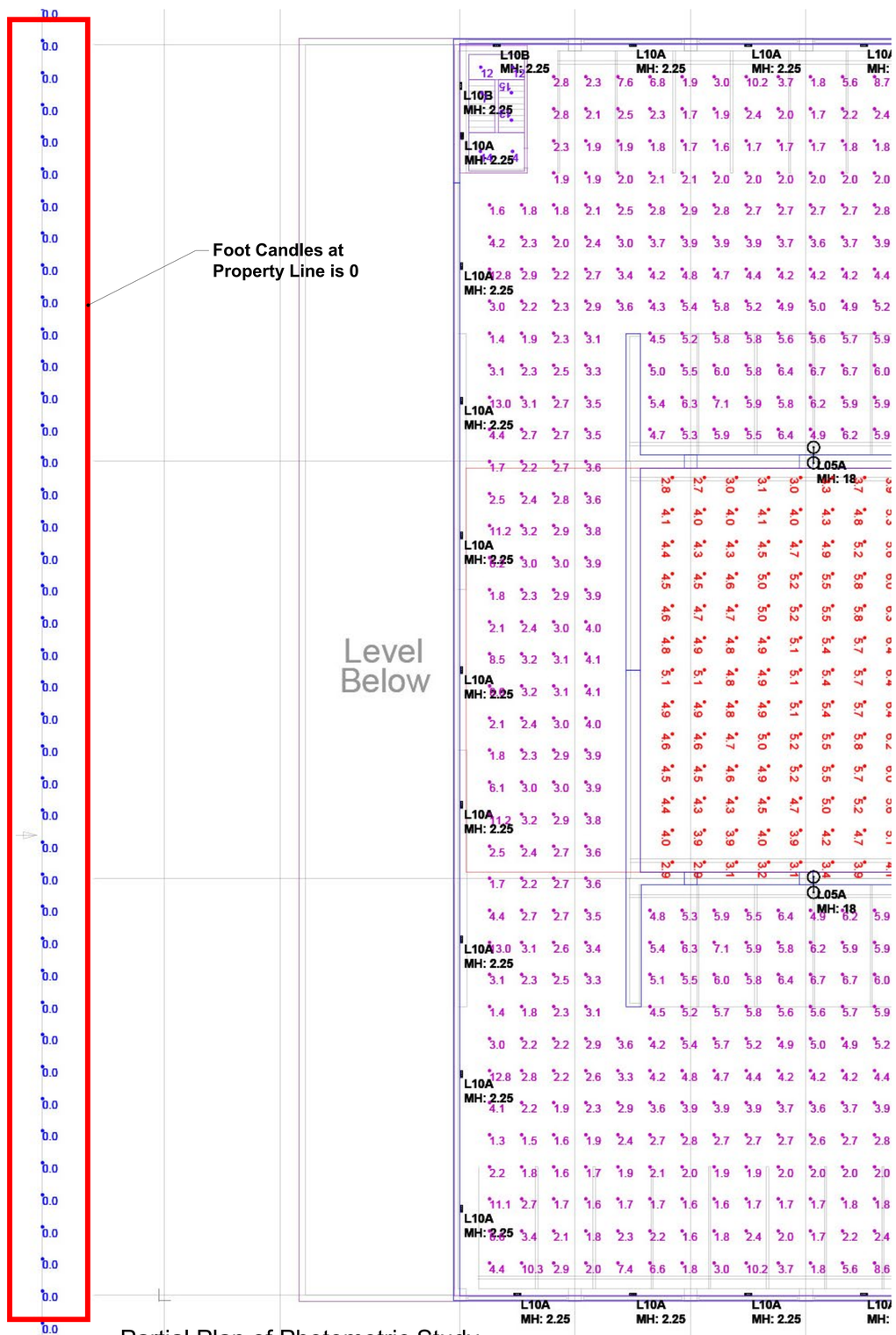
N

Roof Plan

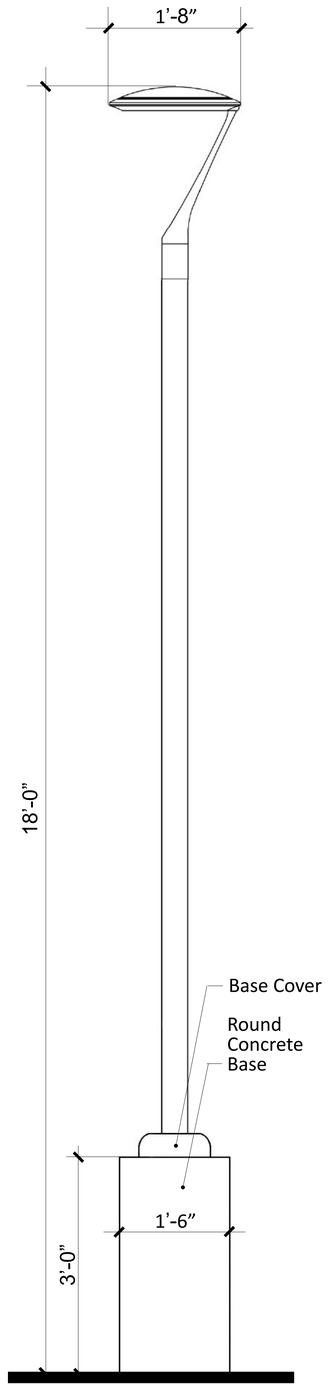
MemorialCare Orange Coast Medical Center
Proposed Parking Structure

OPTION 1
Photometric Study Roof Level
(18 Foot High Light Poles)

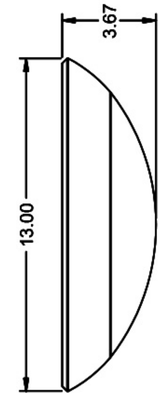
RBB ARCHITECTS INC
RBB # 2213000 May 7, 2026

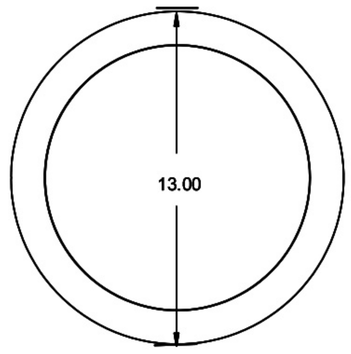


Partial Plan of Photometric Study
Roof Level West Edge



Elevation of Fixture LO5B



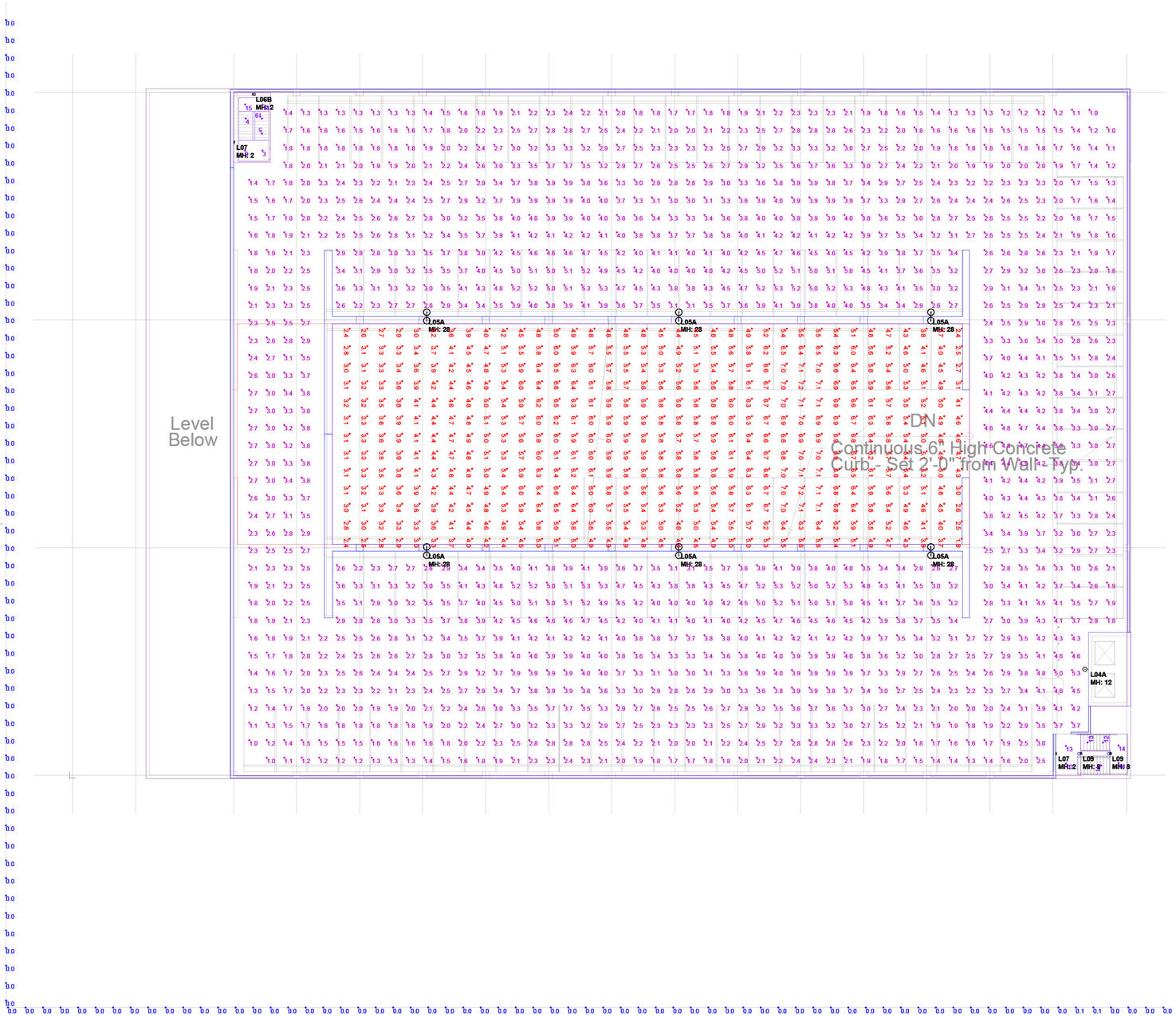


Fixture L10A - Roof Level
Wall Sconce

MemorialCare Orange Coast Medical Center
Proposed Parking Structure

OPTION 1
Photometric Study - Roof

RBB ARCHITECTS INC
RBB # 2213000 May 7, 2026



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Reflectance: 20/20/20 [UNLESS OTHERWISE SPECIFIED]
See Luminaire Schedule for Light Loss Factor [UNLESS OTHERWISE SPECIFIED]
Filename: OrangeCoastMemorial_LVL 4_2026-05.AGI
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	2	L07	SINGLE	740	0.850	VISTA: 1505-AB-FINISH-40K (optics tilted 15°)
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Calculation Summary							
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PROPERTY LINE WEST (at LVL1)	Illuminance	Fc	0.00	0.0	0.0	N.A.	N.A.
RAMP_Planar	Illuminance	Fc	5.18	7.2	1.8	2.88	4.00
STAIR-NE-landing_Planar	Illuminance	Fc	14.00	14	14	1.00	1.00
STAIR-NE-steps down_Planar	Illuminance	Fc	12.50	13	12	1.04	1.08
STAIR-NW-landing_Planar	Illuminance	Fc	14.50	15	14	1.04	1.07
STAIR-NW-lvl4	Illuminance	Fc	6.00	9	3	2.00	3.00
STAIR-NW-slope down_Planar	Illuminance	Fc	4.00	4	4	1.00	1.00
STAIR-NW-slope_Planar	Illuminance	Fc	12.00	19	5	2.40	3.80
STAIR-SE-lvl4	Illuminance	Fc	11.50	13	10	1.15	1.30
STAIR-SE-slope down_Planar	Illuminance	Fc	11.00	11	11	1.00	1.00

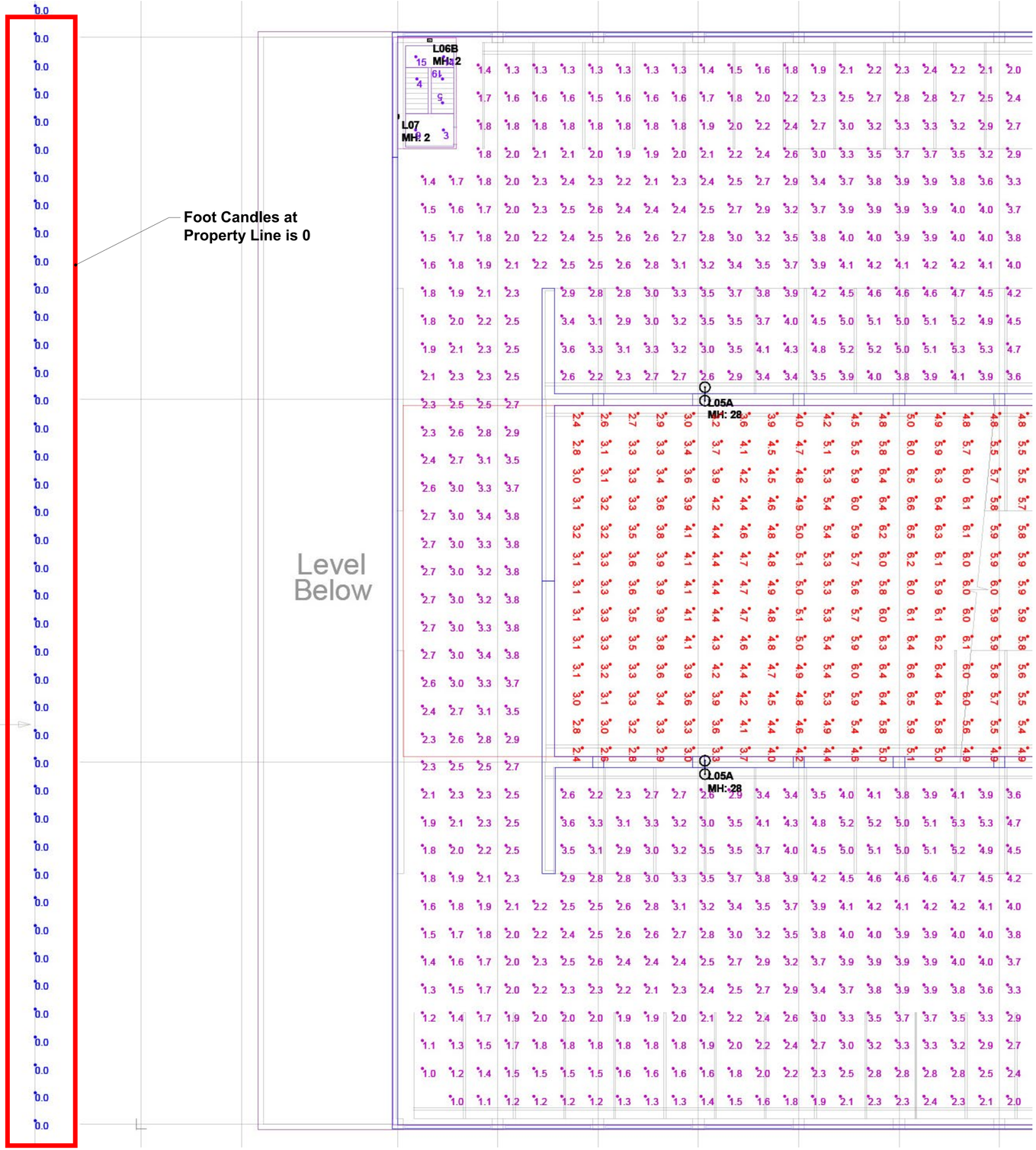
0' 8' 16' 32'
1/16" = 1'
N

Roof Plan

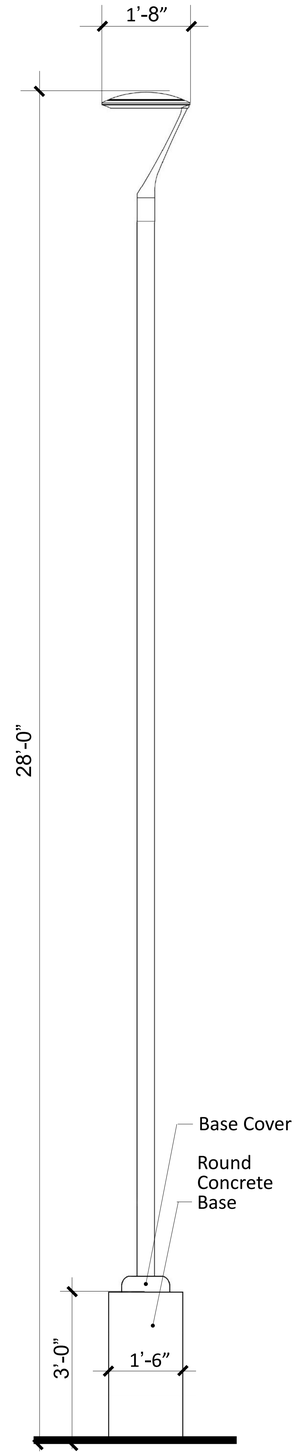
MemorialCare Orange Coast Medical Center
Proposed Parking Structure

OPTION 2
Photometric Study Roof Level
(28 Foot High Light Poles)

RBB ARCHITECTS INC
RBB # 2213000 May 7, 2026



Partial Plan of Photometric Study
Roof Level West Edge



Elevation of Fixture LO5B

MemorialCare Orange Coast Medical Center
Proposed Parking Structure

OPTION 2
Photometric Study - Roof

RBB ARCHITECTS INC
RBB # 2213000 May 7, 2026

RESOLUTION NO. 26-08

RESOLUTION OF THE FOUNTAIN VALLEY PLANNING COMMISSION APPROVING PRECISE PLAN NO. 581 TO DEMOLISH AN EXISTING SURFACE PARKING LOT AT THE SOUTHWEST CORNER OF TALBERT AVENUE AND FOSTER STREET AND TO CONSTRUCT A NEW FREESTANDING FIVE-LEVEL PARKING STRUCTURE WITH UP TO 784 PARKING SPACES DEDICATED FOR EMPLOYEES OF MEMORIAL CARE ORANGE COAST MEDICAL CENTER HOSPITAL

WHEREAS, Hunsaker & Associates ("Applicant"), on behalf of MemorialCare Orange Coast Medical Center ("OCMC" or "Owner"), has submitted an application for a project consisting of an amendment to the Orange Coast Memorial Medical Center Specific Plan and the construction of a freestanding employee parking structure with an attached pedestrian bridge at the southwest corner of Talbert Avenue and Foster Street in the City of Fountain Valley ("Project"); and

WHEREAS, the Project Site is within the Orange Coast Memorial Medical Center Specific Plan area, in Planning Area 3, and is currently developed as an existing surface parking lot commonly referred to as the "Foster Lot"; and

WHEREAS, the Project includes demolition of the existing surface parking lot containing 231 parking spaces and construction of a freestanding parking structure containing one subterranean level, three covered parking levels, and one rooftop parking level, for a total of five parking levels and 784 parking spaces; and

WHEREAS, the Project also includes a pedestrian bridge extending over Foster Street from the third level of the parking structure to a freestanding elevator and stair tower located on the east side of Foster Street within the main OCMC campus; and

WHEREAS, the Project would result in significant increase in parking spaces on the OCMC campus after accounting for removal of the existing Foster Lot and minor parking loss associated with bridge landing improvements; and

WHEREAS, the proposed parking structure is intended to serve OCMC employees and to improve parking supply and circulation on the medical center campus by allowing a greater separation of employee parking from patient and visitor parking; and

WHEREAS, the Project requires the following discretionary actions under the Fountain Valley Municipal Code ("FVMC"):

- Adoption of a Mitigated Negative Declaration ("MND") and Mitigation Monitoring and Reporting Program ("MMRP") for the Project pursuant to the California Environmental Quality Act ("CEQA");

- Approval of Code Amendment No. 24-01 to amend the Orange Coast Memorial Medical Center Specific Plan to allow a freestanding parking structure in Planning Area 3 and establish related development standards; and

- Approval of Precise Plan No. 581 for construction of the proposed parking structure and pedestrian bridge; and

WHEREAS, the General Plan serves as the City's comprehensive long-range guide for physical development, land use, circulation, public facilities, and compatibility among land uses; and

WHEREAS, Orange Coast Memorial Medical Center is an established regional medical campus in Fountain Valley that has undergone prior City review and entitlement actions, including approval of major campus expansion in 2007 associated with the Patient Care Pavilion and related parking and circulation improvements; and

WHEREAS, the Parking Study prepared by Linscott, Law & Greenspan, Engineers concluded that the existing OCMC campus contains 1,353 parking spaces and has an existing parking deficiency relative to applicable City parking standards, and that the proposed Project would increase campus parking supply to 1,903 spaces, resulting in a parking surplus over the calculated code requirement; and

WHEREAS, the Parking Management Plan identifies operational measures intended to maintain adequate parking supply and orderly circulation during construction of the Project and after Project completion; and

WHEREAS, in response to public and neighborhood input, OCMC revised the Project design from the initial submittal to reduce the overall parking count, step back upper parking levels, and increase setbacks and buffering adjacent to the residential uses to the west; and

WHEREAS, the revised Project reduced the total number of parking spaces from 862 to 784 and increased the upper-level setbacks from the western residential property line; and

WHEREAS, the proposed parking structure would have a height of approximately 35 feet, 2 inches to the roof parapet, with elevator towers up to approximately 41 feet, 10 inches, and related appurtenances within the maximum height allowed by the proposed code amendment; and

WHEREAS, landscaping and buffering are proposed along the western edge of the Project Site adjacent to existing residences, including an approximately 18-foot landscaped setback at ground level; and

WHEREAS, on December 17, 2024, the Fountain Valley City Council approved a contract with UltraSystems Environmental Inc. for consultant services to prepare an Initial Study and Mitigated Negative Declaration for the Project; and

WHEREAS, the MND determined that the Project could have potentially significant environmental effects in certain categories, but that all such effects would be reduced to a less-than-significant level through implementation of mitigation measures identified in the MND and MMRP; and

WHEREAS, the mitigation measures address, among other topics, air quality, biological resources, cultural resources, and geology/soils, and are enforceable through the

MMRP, conditions of approval, and applicable permit and construction requirements; and

WHEREAS, the MND was circulated for public review for the required 30-day review period from March 3, 2026 through April 2, 2026; and

WHEREAS, comments were received during the public review period and responses to comments were prepared and made available to the Planning Commission and the public; and

WHEREAS, the Planning Commission has considered the entire record, including the staff report, Project plans, MND and MMRP, technical appendices and supporting studies, public testimony, and all written materials submitted regarding the Project.

WHEREAS, the proposed OCMC Parking Structure Project has been publicly noticed in accordance with State Law and the Fountain Valley Municipal Code; and

WHEREAS, the Fountain Valley Planning Commission considered the proposed Project at a duly noticed public hearing on April 22, 2026.

WHEREAS, if approved by the City Council, Code Amendment No. 24-01 would change the necessary development standards in the Orange Coast Medical Center Specific Plan to allow for a freestanding parking structure in Planning Area 3 of the Specific Plan 1 as shown; and

WHEREAS, the Fountain Valley Planning Commission also considered Code Amendment 24-01 as contained in Resolution No. 26-09, at its noticed public hearing on April 22, 2026; and

SECTION 1

The Planning Commission finds that due notice of the public hearings in the Council Chambers, City Hall, 10200 Slater Avenue, was given as required by the FVMC, Title 21, and the Statutes of the State of California.

SECTION 2

Prior to consideration of the Project and Amendments as contained in Resolution 26-09, the Planning Commission found that the Project and Amendments would not have a significant adverse effect upon the environment and recommended approval of the MND and MMRP prepared for the Project. The Planning Commission further found that the MMRP would ensure compliance during project implementation in that changes to the Project and/or mitigation measures have been incorporated into the Project and are fully enforceable through permit conditions, agreements, or other measures as required by Public Resources Code Section 21081.6.

The MND was circulated for public review from March 3, 2026 to April; 2, 2026, and made available to the public and the Planning Commission for review and consideration. The

Planning Commission has reviewed the MND, together with all comments and responses to those comments, and MMRP, and has found that the environmental document considers all environmental effects of the proposed Project, is complete and adequate, and fully complies with all requirements of CEQA and the CEQA Guidelines.

The Planning Commission, as the Lead Agency, arrived at its independent judgement and found that on the basis of the MND and any comments received that there is no substantial evidence that the Project would have a significant adverse impact on the environment provided that the mitigation measures identified in the environmental document are incorporated into the Project.

SECTION 3

The Planning Commission finds that due notice of the public hearing on April 22, 2026, conducted in the City Council Chambers, 10200 Slater Avenue, Fountain Valley, was given as required by the Fountain Valley Municipal Code, Title 21, and the State of California. Public notice of this hearing and a copy of the Planning Commission agenda were posted at City Hall, Recreation Center and the Fountain Valley Library.

SECTION 4

Pursuant to Fountain Valley Municipal Code section 21.44.050 the Planning Commission does hereby find as follows:

1. **The design and layout of the proposed development would:**

   a. Be consistent with the actions, goals, objectives, and policies of the General Plan, the applicable Specific Plan as amended, and the development standards of the zoning district.

   The proposed parking structure would support the continued operation of an existing hospital and medical campus, address documented parking demand issues, and improve the organization of employee, physician, patient, and visitor parking on the campus. With approval of Code Amendment No. 24-01, the Parking Structure Project would be consistent with the Orange Coast Medical Center Specific Plan as amended.

   The Project supports orderly development and land use compatibility by concentrating employee parking in a structured facility and by incorporating design revisions responsive to adjacent residential uses, including upper-level step-backs, landscape buffering, and controlled access. The Project is also consistent with General Plan policies related to circulation, public service infrastructure, and the continued viability of community-serving institutional uses.

   b. Not interfere with the use and enjoyment of neighboring existing or future developments and would not create traffic or pedestrian hazards.

The Project has been reviewed through the City's environmental and technical review process, including parking, circulation, and VMT screening analysis. The Project is intended to accommodate existing parking demand rather than intensify campus uses or generate substantial new trips. Vehicular access, pedestrian circulation, emergency access, and bridge clearance have been evaluated as part of the Project review. Required mitigation measures and conditions of approval will ensure safe operation and compatibility.

c. Provide a desirable environment for users and neighboring properties through proper aesthetic use of materials, landscaping, screening, and maintenance.

The Project includes architectural treatment, screening elements, landscaping, and setbacks intended to reduce visual impacts and improve the appearance of the structure. Along the western property line, the Project provides an expanded landscaped setback and tree planting to buffer neighboring residences. As revised, the Project reduces massing impacts relative to the earlier concept and provides a more compatible edge adjacent to nearby homes on the west side.

2. **The architectural design of the proposed structure would be compatible with the character of the surrounding neighborhood and would maintain and enhance the attractive, harmonious, and orderly development contemplated by the General Plan, the Specific Plan as amended, and the FVMC.**

   The parking structure has been designed as an institutional component of the medical campus with articulated elevations, screening, landscaping, and step-backs responsive to surrounding development. While a parking structure is different in character from neighboring residential uses, the Project incorporates design and buffering measures intended to reduce visual bulk and preserve neighborhood compatibility to the maximum extent feasible for the site and use.

3. The proposed development would not:

   a. Be detrimental to the public convenience, health, interest, safety, or welfare, or materially injurious to properties or improvements in the immediate vicinity.

   The Project is intended to address an existing parking deficiency and improve campus parking operations for a functioning regional hospital campus. The Project includes circulation improvements, pedestrian bridge connectivity, and operational controls that support safe and efficient access. With mitigation measures in the MMRP and conditions of approval, the Project would not be detrimental to surrounding properties or the community.

   b. Substantially depreciate property values in the immediate vicinity or interfere with the use or enjoyment of surrounding property because of excessive dissimilarity or inappropriateness of design.

The Project site has long functioned as part of the OCMC campus parking system. The proposed development intensifies that existing parking use in a structured format, but does so with revised setbacks, reduced upper-floor massing, landscaping, and screening intended to reduce impacts on adjacent residential properties.

4. **The proposed Project has been reviewed in compliance with CEQA and the City's environmental review procedures.**

   As described in Section 2 of this Resolution, the Project has been evaluated through an Initial Study and Mitigated Negative Declaration, with mitigation measures incorporated through the MMRP and conditions of approval.

SECTION 5

Based on the foregoing findings, the Planning Commission hereby approves Precise Plan No. 581 and the Conditions of Approval attached as **Exhibit 1** and incorporated herein by this reference subject to the City of Fountain Valley City Council Approval of CA 24-01 for the MemorialCare Orange Coast Medical Center Parking Structure Project.

PASSED, APPROVED, AND ADOPTED THIS 22nd DAY OF APRIL 2026.

_____ _____

Chairperson Secretary

EXHIBIT 1

CONDITIONS OF APPROVAL

Precise Plan No. 581
Planning Commission Resolution No. 26-08
MemorialCare Orange Coast Medical Center Parking Structure Project
SW Corner of Talbert Avenue and Foster Street
Fountain Valley, CA

The following Conditions of Approval [COA] apply to this project. The COAs are specific conditions applicable to the proposed project. The developer/project applicant is responsible for the fulfillment of all conditions and standard development requirements, unless specifically stated otherwise.

In addition to complying with all applicable City, County, State and Federal Statutes, Codes, Ordinances, Resolutions and Regulations, Permittee expressly accepts and agrees to comply with the following Conditions of Approval of this Permit:

Planning Department

1. The site plan, elevation plans, floor plans, landscape plans, etc. dated February 24, 2026 and approved by the Planning Commission on April 22, 2026 (Attachment 2 to the staff report for this project) shall be made part of this application approval and cannot be modified without prior approval by either the Planning Commission or the Community Development Director.

2. The colors, materials and facades of the structure shall be as approved by the Planning Commission. No changes to the colors or materials shall occur without approval by the Community Development Director. Changes that the Community Development Director deems to vary significantly from the originally approved design shall be forwarded to the Planning Commission for its review and determination.

3. All exposed vents, gutters, downspouts, flashings, electrical conduits, etc. shall be concealed within the building design and building elements, and shall be painted to match adjacent surfaces.

4. Lighting shall be scheduled to direct the light downward away from adjacent properties around the Project, including residential and open space properties. If needed, light shielding may be installed to prevent light and glare spillage onto adjacent properties. No additional exterior lighting is to be added unless a photometric study concludes the added lighting will have zero lighting shed impact on adjacent properties. The Community Development Director may require additional modifications based on substantial complaints from residents. Prior to building permit final, the applicant shall illuminate all exterior lighting for the structure and surrounding site, including the structure floors, stairwells, and rooftop level with light poles, and provide a lighting report ensuring consistency with the photometric study.

5. Smoking/vaping is prohibited at the stairwells and pedestrian bridge for the parking structure.

6. The parking structure shall be for OCMC employee parking only.

7. Trespassing from non-OCMC employees shall be prohibited.

8. The use of the structure, other than for employee parking purposes and storage in the basement level for OCMC, any other use shall be prohibited. Such uses a skateboarding, smoking, drinking alcohol, loitering, etc, shall be prohibited. Signage shall be installed subject to the review and approval of the Community Development Director. OCMC shall provide a phone number that will connect to a live-human being, that is available on-site, 24-hours per day, that will be able to address immediate issues such as skateboarding in the structure, car alarm noises, etc.

9. The driveway entrance area to the structure off Foster Street shall be designed to prevent northbound Foster Street traffic from entering into the queue lane and entering the structure. This site design shall be maintained to prevent this scenario and shall be subject to final approval by the City Engineer. If it is found that left turns into the structure are occurring, the City Engineer and/or Community Development Director may require additional modifications or signage.

10. Valet parking services for OCMC visitors shall continue operations after the completion of the parking structure.

11. Blind corners: at the end of the parking structure drive aisles, viewing mirrors shall be installed in a position to provide adequate sight visibility for vehicles and pedestrian traffic subject to the review and approval of the Community Development Director. The mirrors shall be cleaned and maintained to provide clear visibility at all times.

12. The final location of parking structure support columns shall be subject to the review and approval of the Community Development Director. The goal for placement shall be to provide adequate free and clear space for opening vehicle doors together with keeping columns a buffered distance from the drive aisle. Within this goal, the edge of the parking structure support columns shall ideally be a minimum of two (2) feet and a maximum of four (4) feet from the parking aisle and shall not be located within the area of a parking stall. When the side of any parking stall abuts a building, fence, wall, support column or other obstruction which would interfere in any way with access to a motor vehicle, the width of the stall shall be increased.

13. The interior treatment of a parking structure shall be of a light color. The treatment shall include a coordinated interior sign program designed to identify parking levels and locate stairwells, elevators, phones, exits and other interior features that shall be subject to the review of the Community Development Director and/or Sign Committee. All interior conduits for water, sewer, electrical, shall be painted to match the ceiling and or adjacent surfaces.

14. Parking areas shall have lighting capable of providing adequate illumination for security and safety. Lighting standards shall be energy-efficient and in scale with the height and use of the on-site structure(s). All illumination, including security lighting, shall be directed downward, away from adjacent properties and public rights-of-way in compliance with Section 21.18.060 (Exterior lighting).

15. Wheel stops or curbing, if utilized in the parking structure, shall be placed to allow for a maximum of a two-foot vehicle overhang area within the dimension of the parking space. Therefore, with a minimum 19-foot deep parking stall, the measurement to the edge of the wheel stop or curbing from the back of the parking stall shall be 17 feet with a maximum two-foot overhang.

16. The project shall comply with all mitigation measures in the Mitigation Monitoring and Reporting Program (MMRP) identified Mitigated Negative Declaration (MND) prepared by UltraSystems Environmental Inc. and reviewed by the Planning Commission for the OCMC Parking Structure Project.

17. Precise Plan No. 581 shall be approved and in effect for a period of 24 months from the original date of approval by the City Council, and/or Planning Commission. If no development has commenced at the end of this 24 –month time period, project approval shall expire and be determined void. Two one-year extension may be granted at the discretion of the Community Development Director. A request for an extension of time should be made in writing by the applicant thirty (30) days prior to the expiration date.

Date of Project Approval: April 22, 2026
Date of Project Expiration: April 22, 2028

18. By signing and accepting the resolution, the applicant accepts the benefits conferred by the permit subject to the conditions imposed therein. By accepting the right to operate pursuant to the permit, the applicant waives all rights to challenge any condition imposed as unfair or unreasonable.

19. This resolution does not supersede any other resolutions or other City approvals for development at OCMC. This resolution is subject to the OCMC Parking Structure Project for the property located at the southwest corner of Talbert Avenue and Foster Street.

20. The applicant agrees to indemnify, hold harmless, and defend the City, its officers, agents and employees, from any and all liability or claims that may be brought against the City arising out of its approval of this permit, save and except that caused by City's active negligence. The applicant shall provide a copy of conditions of approval to each manager and to all employees.

21. The applicant shall comply with all federal, state, and local laws. Violations of any of those laws in connection with the use will cause for revocation of this permit.

22. The City may exercise all legal remedies available for correction and compliance of any violation of any condition of approval, including administrative citations and prosecution of misdemeanors as may be found appropriate.

23. No satellite dishes greater than 1.1 meters in the residential area and 2.2 meters associated with the commercial area shall be installed on the subject property without approval of the Planning Commission.

24. Additional building or directional signage shall comply with the sign program for OCMC.

25. Basement storage: Hazardous materials & liquids, and industrial & medical chemicals and waste shall be prohibited.

26. Hours of delivery shall be restricted to the hours of 7:00 a.m. to 10:00 p.m. Monday through Saturday, and no time on Sunday or legal holiday.

27. OCMC shall comply with FVMC 21.24.110(27) which prohibits vehicle signs for the principal purpose of advertising a business.

28. The Community Development Director may interpret the implementation of each condition of approval and, with advanced notice, grant minor amendments to approved plans and/or conditions of approval based on changed circumstances, new information, and/or relevant factors as long as the spirit and intent of the approved condition of approval is satisfied. Permits shall not be issued until the proposed minor amendment has been reviewed and approved for conformance with the intent of the approved condition of approval. If the proposed changes are substantial in nature, an amendment to the original Entitlement may be required pursuant to the provisions of the Fountain Valley Municipal Code.

29. The Community Development Director may require changes to the operations / gate system for the ingress and egress of the parking structure based on significant changes to, or capacity issues with the queuing wait times, and queue length.

30. The parking structure gate system shall be equipped with a communication device to allow communication with OCMC personnel for any issues with the system. If equipped with a speaker device for communication, the device shall use a type of automatic volume control device to adjust sound based on ambient noise levels. If audible from the adjacent residential properties, necessary steps shall be taken to reduce the volume subject to the review and approval of the Community Development Director.

31. OCMC shall install pedestrian safety alert signs with flashing lights at the Talbert Avenue exit driveway, subject to the review and approval of the City Engineer and Community Development Director. The signs and flashing devices shall be designed to alert exiting motorists and oncoming pedestrians of potential conflicts at the Talbert Avenue exit.

32. OCMC shall install license plate readers, loop detectors, or comparable electronic vehicle detection devices at the Foster Street entrance gates and the Talbert Avenue exit gates, subject to the review and approval of the City Engineer. The system shall be designed to facilitate quicker vehicle entry and exit and to reduce vehicle queuing back-ups.

33. Prior to issuance of a certificate of occupancy, the applicant shall install permanent “No Idling” signs at the ground level of the parking structure in locations facing adjacent residential properties, subject to the review and approval of the Community Development Director. The signs shall be placed in conspicuous locations to discourage prolonged vehicle idling and reduce noise and air quality impacts on nearby residences.

34. OCMC shall monitor the parking structure on a regular basis, 24-hours per day, for idling vehicles and employee loitering. Staff monitoring shall be conducted for the purpose of discouraging prolonged vehicle idling, preventing employee gatherings within the parking structure, and reducing noise and air quality impacts on adjacent residential properties.

35. Prior to the approval of Precise Grading plans, complete landscape plans shall be submitted to the Public Works and Community Development Department. Landscape plans must be signed by a California licensed Landscape Architect and be consistent with grading plans. The landscape plans shall comply with the Fountain Valley Water Efficient Landscape Ordinance and adopted Guidelines for Implementation of the Water Efficient Landscape Ordinance.

36. As shown on the Conceptual Landscape Plan and Proposed Planting List from the applicant's submittal, a total of 11 Brisbane Box trees and 19 Palo Verde are proposed along the western and southern setback areas adjacent to residential properties. These trees shall be a minimum 48-inch box in size and spaced to provide evenly so to provide adequate screening from adjacent residential properties and windows. These trees shall be maintained and trimmed by the OCMC or its contractors. Should any tree be removed due to damage, disease, etc., a similar tree in original size and specie shall be replanted in the vicinity subject to City approval.

37. All entrances and exits to all driveways and parking structures shall be designed to allow for adequate line-of-sight to streets and drive-aisles per the corner cutback requirements of FVMC 21.18.040.

38. All rooftop equipment shall be screened from public view per FVMC 21.18.080. All roof-mounted mechanical equipment (air conditioning, heating, ventilation ducts, exhaust, etc.) shall be screened from the view of adjacent properties and rights-of-way as specifically approved by the Community Development Director. Roof treatment shall be common to the structure and extended to all four (4) building elevations.

39. OCMC shall prepare and submit an air rights easement agreement for review and approval to the City of Fountain Valley prior to construction. Changes to the design and location of the bridge shall require both eh Community Development Director and the Public Works Director approval.

40. OCMC shall implement a good neighbor program to notify neighbors of Project construction milestones, including demolition / grading / construction start and projected end dates. Notification shall be delivered through a letter from OCMC, sent via USPS, to all neighbors within a 1,000-foot radius around the Project Site. The letter shall be sent at least 1 month prior to any demolition, grading, or construction activity on the site. The letter shall include:

    - A main email address for Project questions.
    - Contact information for OCMC.
    - Contact information for the Project contractor.
    - A phone number to a Project Manager to receive resident questions and complaints during construction.

- A website with up-to-date construction information and including all of the contact information listed above.

The letter shall be subject to the review and approval of the Community Development Director.

41. OCMC or contractor shall post signage on the Project boundary fencing with the contact information for the contractor for the Project. The signage, and its location, shall be subject to review and approval of the Community Development Director.

42. Install a temporary wall with sound blankets on the south and west side of the property. The height and design shall be subject to the review and approval by the Community Development Director. During construction activities, temporary sound blankets (fences typically comprised of polyvinyl-chloride- coated outer shells with adsorbent inner insulation) shall be placed alongside the boundaries of the project site that are located in the vicinity of residential and uses affected by significant levels of construction noise, which includes the areas adjacent to the construction site within the vicinity of the multifamily residential uses to the south, west, and the east. The temporary sound blankets shall be placed to prevent direct line- of-sight from construction activities occurring within the vicinity of these properties.

43. The Construction Contractor shall ensure that all construction equipment on-site is properly maintained and tuned to minimize noise emissions.

44. Any and all complaints regarding construction for the Project shall be responded to within 24 hours by OCMC. The City shall be notified with a call log of all incoming calls noting the name of the person who call (unless anonymous), the phone number, address and reason for call.

45. OCMC shall designate staging areas for construction equipment onsite and located away from the existing residential properties to the greatest extent possible. Any staging areas shall be designated on the grading and construction plans that are submitted for building plan check. No construction staging or contractor parking shall be permitted on any residential streets near the Project. Staging areas shall be located at the furthest point away from existing residents as possible.

46. The applicant shall note the location of construction staging areas on demolition, grading, and construction drawings submitted for building plan check.

47. Construction workers / contractors for the OCMC parking structure shall park across Talbert Avenue at the Living Waters Christian Church for the duration of the project and shall be prohibited from parking in adjacent residential communities, and along Foster Street and Phillips Avenue.

48. OCMC shall provide documentation to the city that a temporary agreement for construction worker parking will be available for the duration of the project at Living Waters Christian Church.

49. The Project shall comply with South Coast Air Quality Management District's Rule 403

to reduce the amount of particulate matter entrained in the ambient air as a result of anthropogenic (man-made) fugitive dust sources by requiring actions to prevent, reduce or mitigate fugitive dust emissions.

50. Construction hours, including construction, repair, remodeling or grading of real property shall be limited to 7:00 a.m. to 8:00 p.m. Monday through Friday, 9:00 a.m. to 8:00 p.m. on Saturday and at no time on Sunday or any legal holiday. For purposes of this requirement the use of saws, buffers, sanders, drills, and sprayers shall be included, as shall similar activity.

51. The construction plans shall include a note that the project is required to comply with the provisions of South Coast Air Quality Management District (SCAQMD) Rule 402. The project shall not discharge from any source whatsoever such quantities of air contaminants or other material which cause injury, detriment, nuisance, or annoyance to any considerable number of persons or to the public, or which endanger the comfort, repose, health or safety of any such persons or the public, or which cause, or have a natural tendency to cause, injury or damage to business or property.

52. The Project shall conform to South Coast AQMD Rule 403 which requires dust control measures to prevent, reduce, or mitigate fugitive dust emissions. Large operations, defined by disturbed surface area or daily earth-moving volume, require notifications and specific control measures. These measures include implementing best available dust control measures (BACM) and notifying the AQMD, according to AQMD guidelines.

53. The construction plans shall include a note that the project is required to comply with the provisions of South Coast Air Quality Management District Rule (SCAQMD) Rule 1113. Only “Low-Volatile Organic Compounds” paints (no more than 50 gram/liter of VOC) and/or High-Pressure Low Volume (HPLV) applications shall be used.

54. Based on substantiated complaints, the Community Development Director may require additional measures to reduce pollutant discharge.

55. Backflows, transformers, and other above ground utility equipment must be screened from public view with walls and/or planters.

56. To maintain the cleanliness of the property, OCMC shall be responsible for maintaining the area adjacent to their premises over which they have control free of litter.

57. The conditions herein contained shall run with the land and shall be binding on the applicant, and all heirs, executors, administrators, and successors in interest to the real property that is the subject of this approval and entitlement.

Building Department

58. Install, maintain, and provide for all California Disabled Access compliance per the California Building Code and the Division of State Architect. No encroachment into the disabled path of travel is allowed under any condition with the exception of emergency vehicles and personnel.

59. Projects must comply with the California Code of Regulations, Title 24; Fountain Valley Ordinances, and California law in effect at the time of plan submittal.

Public Works Department

60. Grant no easement over any portion of this improvement between the time of approval of the tentative improvement and the time of final approval of the improvement, except as required by the City Engineer.

61. All public improvements, including but not limited to, streets, sewer, water, storm drain, traffic systems, traffic control, and street repairs shall be constructed in accordance with the most recent edition of the City of Fountain Valley Public Works Standard plans.

62. Provide improvement plans as prepared by a Registered Civil Engineer for all improvements. The plans shall be 24 in. by 36 in. mylar with an appropriate engineering scale (1”=10’, 1”=20’, 1"=40'). The plans shall include, but not be limited to, paving, sidewalk, curb, gutter, street lighting and all underground utilities. Underground utilities shall include, but not be limited to electrical, communications, street lighting, gas, sewer, water and appropriate storm drain facilities. The design, layout and location of the gas, electricity, communications and street lighting shall be in accordance with the requirements of the respective utility company.

63. The developer shall provide complete "as-built" plans on 24"x36" of the appropriate scale mylar and electronic format AutoCad, latest version, in accordance with City standards prior to Public Works approval to release utilities and certificate of occupancy.

64. Prior to securing permits, complete landscaping plans prepared and signed by a California licensed landscape architect shall be approved by the Public Works and Planning Directors. The plans shall be on 24”x36” mylar with a scale to be consistent with the site plans.

65. Without credit, provide for street improvements including, but not limited to, curbs, gutters, street paving, traffic control devices, ADA accessible driveway approaches, ADA curb ramps, and sidewalks within the public right-of-way.

66. Furnish a comprehensive run-off study based upon a storm of a 10-year frequency. This study is to show existing and proposed facilities and the method of draining this area and tributary areas without exceeding the capacity of any on-site or off-site facilities. The study shall show peak run-off flows that will occur from the existing undeveloped and proposed developed property. Hydraulic calculations must be approved by the city staff and/or the Orange County Flood Control District. Storm drain facilities shall be constructed as required by the City Engineer in accordance with the City’s Orange County Master Plan and NPDES requirements.

67. Construct a minimum 8 in. waterline loop on an alignment to the satisfaction of the City Engineer. Fire hydrants shall be provided and located to the satisfaction of the City Engineer and Fire Marshal.

68. Dedicate a 15 ft. waterline easement to the City of Fountain Valley for the full length of all public waterline facilities located within private property.

69. Install approved backflow devices for irrigation systems as required by the City Engineer.

70. When building is required to be fire sprinklered, the developer shall install a double check detector check valve assembly as required by the Fire Marshal and City Engineer.

71. All vehicular access shall conform to the City of Fountain Valley standard plans and specifications and shall be subject to final approval of the City Engineer.

72. Design and install modifications of the traffic delineation to the satisfaction of the City Engineer on the adjacent arterial highways.

73. Comply with the applicable provision of city ordinances concerning payment of fees or assessments, zoning regulations and subdivision development. All fees and assessments must be paid prior to the approval of the improvement plans and issuance of any permits.

74. Pay a Traffic Impact Fee based on land use per the City Council approved Master Fee Schedule Update on February 2, 2021 in the amount of: Commercial - $0.44 per Square Foot

75. Pay $4.65 per front foot for the existing waterline in Foster Street and Recreation Circle in accordance with Title 14 of the FVMC. All fees are subject to CPI increases.

76. Pay a Median Beautification Fee in the amount of $8.54 per front foot for medians on Talbert Avenue in accordance with Title 20 of the FVMC. All fees are subject to CPI increases.

Public Works – Environmental Division

77. All new development and significant redevelopment shall comply with the requirements of the Fountain Valley Municipal Code 21.18.120, the provisions of Chapters 14.40 and 18.06 of this code, the City's Local Implementation Plan (LIP) and NPDES Order No. R8-2009-0030 (NPDES No. CAS 618030) to reduce and or eliminate the discharge of pollutants in urban and storm water runoff.

78. The Developer shall integrate Best Management Practices to ensure compliance with NPDES guidelines and the City's Stormwater Management Ordinance, FVMC 21.18.120, prior to the issuance of the grading permit. The design, implementation, construction activities and maintenance of the management devices shall mitigate and reduce pollutants in storm water discharges to the maximum extent practicable.

79. An approved WQMP is required prior to the City issuing a grading or building permit. Each successor of the business or property is responsible for compliance with the WQMP.

80. The project's demolition activities shall comply with the City's Construction and Demolition Recycling Program (C&D Recycling Program). Complete the following steps in order to create your Construction Waste Management Plan (CWMP).

81. Complete and submit the Construction Waste Management Plan (CWMP) before any Building permits have been issued.

82. Identify which authorized recycling/transfer hauling facility you will by using.

83. Save and submit to the City the weight ticket(s) indicating Construction & Demolition (C&D) and or Construction Demolition Public (CDP) and/or Diversion Report for review.

84. All projects will be signed off when all weight tickets demonstrate compliance and include the following information per the City of Fountain Valley Municipal Code 6.09.

85. Trash Enclosures areas must comply with State Recycling Regulations. Each enclosure shall provide sufficient area for the collection of refuse and recyclable materials. Trash containers shall be enclosed to prevent discharge of trash, and be equipped with lids or screened, roofed or walled, and runoff should be diverted around trash areas to avoid flow through. Trash enclosure drainage if any should be directed to vegetative areas whenever feasible.

Fire Department

86. Automatic Fire Sprinkler Systems. Parking garage, basement, bridge and staircase will require automatic fire sprinkler system in accordance with the 2022 California Fire Code. CFC 903.2.10

87. Parking Structure Standpipe System. CFC 905

88. Premise Identification. Approved numbers or addresses shall be provided for all new and existing buildings in such a position as to be plainly visible and legible from the street or road fronting the property. CFC 505.1

89. Portable Fire Extinguishers. Provide one 2A10BC State Fire Marshal tagged fire extinguisher for every 3000 square feet of floor area. Travel distance not to exceed 75 feet. CFC 906.3

90. Knox Box. Where access to or within a structure or area is restricted because of secured openings or where immediate access is necessary for life-saving or firefighting purposes, the fire code official is authorized to require a key box to be installed in an approved location. The key box shall be of an approved type and shall contain keys to gain necessary access as required by the fire code official. CFC 506.1

91. Fire Department Access & Water Requirements for Commercial and Residential Development Guideline. All new projects and developments shall follow FVFD fire department access roadways, access walkways to and around buildings, and hydrant quantity and placement. CFC 501.1 & FVMC 17.06.080

92. Fire Alarm and Detection Systems required. CFC 907

93. Emergency Responder Communication Coverage. All new buildings shall have approved radio coverage for emergency responders within the building based upon the existing coverage levels of the public safety communication systems utilized by the jurisdiction, measured at the exterior of the building. The Emergency Responder Radio Coverage System shall comply with the Orange County Sheriff's Department, Communications and Technology Division guidelines and specifications and, where the functionality or performance requirements in the California Fire Code are more stringent. CFC 510 & FVMC 17.06.040

94. Fire Safety during construction shall comply with Chapter 33 of the 2022 California Fire Code.

95. Access for Fire Fighting. Provide Fire Department access roads prior to the start of combustible construction. Roads shall be installed to Fire Department and Public Works standards. CFC 3310

96. Fire Hydrants. Hydrants shall be installed in accordance with The Fire Code official approval and City Engineer prior to start of any combustible construction. CFC 3310

97. Portable Fire Extinguishers. During construction, approved portable fire extinguisher in accordance with Section 906 and sized for not less than ordinary hazard as follows:

    1. At each stairway on all floor levels where combustible materials have accumulated.
    2. In every storage and construction shed.
    3. Additional portable fire extinguishers shall be provided where special hazards exist including, but not limited to, the storage and use of flammable and combustible liquids. CFC 3315.1

98. Hazardous Materials. There shall be no hazardous storage where the aggregate quantity exceeds the exempt amounts set forth in the California Fire Code. All storage, dispensing, use and handling of hazardous materials shall be in accordance with Chapter 50 of the 2022 California Fire Code.

99. Fire pump may be required depending on the water pressure.

100. Backup power (generator) may be required for mechanical and life safety system.

<u>Police Department</u>

101. Install, and maintain in proper working order, security cameras around the premises. These cameras should include, but are not limited to, visual coverage of the areas available to the public (common areas). Additional areas that shall be covered by surveillance cameras include entrances/exits, parking structure, all common areas within the property to be developed, the and elevators and stairwells. These cameras will have high resolution and low-light capability; video from all cameras will be recorded and made available to the Police Department upon request.

102. The petitioner shall be responsible for maintaining the premises free of graffiti.

103. Applicant shall work with the Police Department to ensure access to any areas secured by gates (controlled access) through the use of a remote, knox box, or other means for legitimate law enforcement purposes – i.e. calls for service/investigations.

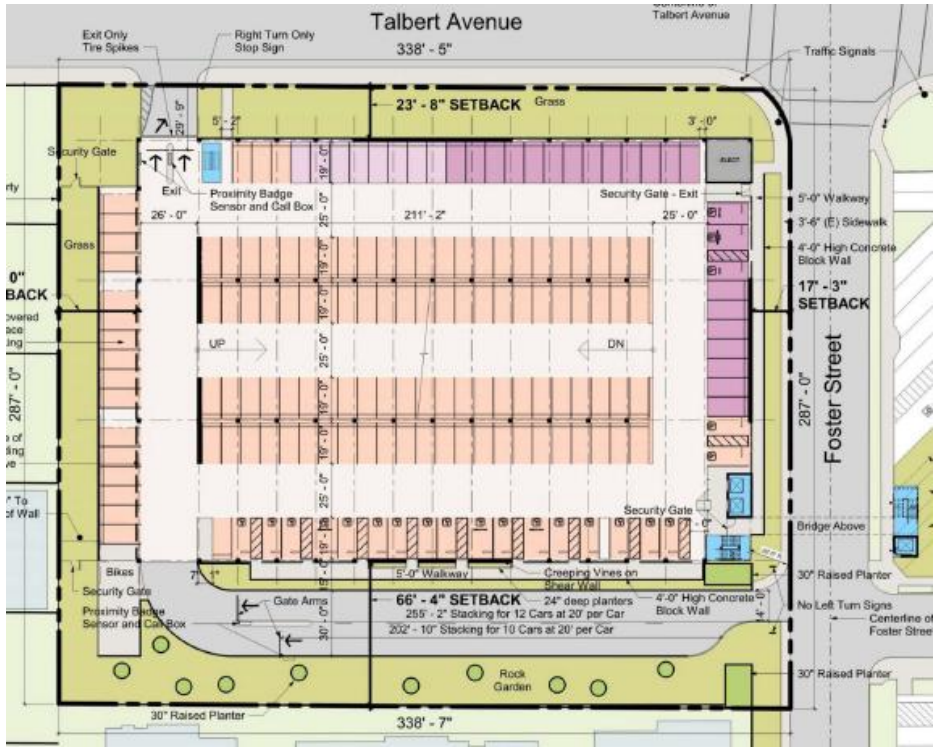
104. The petitioner shall contract with a professional security company to provide 24-hour security to cover the entire exterior area of the Project and parking structures.

ORANGE COAST MEMORIAL MEDICAL CENTER

Initial Study and Mitigated Negative Declaration

Responses to Comments

Initial Study Public Review Period
March 2 – April 2, 2026



Persons who Submitted Comments

Name	Comment Letter
Ropert Ayoub	A
Ehab Soliman	B
Terri Sjodin	C
Quoc Nguyen	D
Nga Nguyen	E
Melanie Carvalho	F
Judi, Mike and Meggan Taylor	G
Joyce Neishi	H
Robert Sterling	I, N, O, P
Herb Fauland	J
Jeanne Van Deventer	K
Julie Lackie	L
Lillian Yao	M

Summary of Comments and Responses

Comment	Response
Aesthetics	
Size, Massing, Design, and Compatibility	
Oppose. No attempt to address compatibility, the visual environment or the high sensitivity of the adjacent residential neighborhood is made. This is an unattractive structure, and the location will serve as the entrance to our residential neighborhood and be an eyesore for years.	Comment acknowledged. Project complies with City General Plan and OCMMC Specific Plan policies regarding scenic quality. Project includes amendment to OCMMC Specific Plan transferring proposed parking structure from expansion of existing structure to new structure on project site.
Shade and Shadow	
Concerns: loss of sunlight, sunrise views, etc.	The project includes a 36-foot setback of the second and third levels of the parking structure from the west site boundary, and a 64-foot setback of the roof level from the west boundary. Regarding natural light on the residences west of the site, shade and shadow impacts are addressed in Section 4.1, Aesthetics, of the Initial Study and were determined to be less than significant. A significant impact is shading of shadow-sensitive uses for three hours during the period from 9:00 a.m. to 4:00 p.m. during Pacific Standard Time (early November through early March); or for four hours during the period from 9:00 a.m. to 5:00 p.m. during Pacific Daylight Time (mid-March through early November).

Comment	Response
Cont'd	The shadow analysis follows methods set forth by the City of Los Angeles (City of Los Angeles, 2006, p. A.3-3). Facilities and operations that are sensitive to the effects of shading generally include, but are not limited to, routinely useable outdoor spaces associated with residential, recreational or institutional land uses; commercial uses such as pedestrian-oriented outdoor spaces or restaurants with outdoor eating areas; nurseries; and existing solar collectors.
Privacy	
Concern about loss of privacy	The project includes planting of a dense row of trees in the west edge of the project site to screen residences to the west from views from the parking structure, and vice versa.
Lighting	
Spill light, especially from roof level pole-mounted lights; position rooftop lights more centrally. Rooftop lighting must be shielded.	Spill light at west project site boundary from roof level parking lot lights would be 0.0 foot-candles: photometric study included in project plans. Parking lot lights would be aimed and shielded in accordance with City of Fountain Valley Municipal Code § 21.18.060, *Exterior Lighting*, which requires outdoor lighting to be shielded to reduce lighting directly visible from any point five feet or more beyond the property line.

Comment	Response
Light from vehicle headlights	Project design includes 3.5-foot high concrete walls on the perimeter of each level of structure. Much of light from vehicles would be blocked by such walls and by ceilings (of levels 1 through 3).
Air Quality	
Impacts of vehicle emissions on neighboring residents	Air quality impacts were determined to be less than significant. In addition, project development would not increase vehicle trips to/from OCMC.
Land Use	
2007 Specific Plan included future expansion of existing parking structure, not parking structure on proposed site	Proposed project includes specific plan amendment transferring proposed parking structure from expansion of existing structure to new structure on project site.
The environmental documents reference the OCMMC Specific Plan governing development within the hospital campus. It would be helpful for the City to clarify whether the proposed parking structure was specifically contemplated within that plan and whether prior environmental review addressed a project of this scale.	The OCMMC Specific Plan permits construction of an expansion of the existing parking structure in Area 1 (the southern part) of the Specific Plan area. The project includes an application for a Specific Plan amendment shifting the proposed parking expansion from the southern part of the OCMC campus to the project site.

Comment	Response
Noise	
Noise from vehicles in and on structure: including tire squeal, horns, and car alarms	Using the Institute of Transportation Engineers' hourly distribution of trip generation for land use code 610 (hospitals)(ITE, 2022) and taking into account the distance from the parking structure to the nearest residence and sound attenuation from the aforementioned wall, we estimated that the long-term exposure from onsite parking would increase from 26.2 dBA CNEL to 31.9 dBA CNEL. For comparison, 20 dBA is the sound level of leaves rustling or a ticking watch; 30 dBA is that of a whisper (MDHearing.com, 2026). Most of the noise from inside the structure would be attenuated by the north and east walls of the building. In addition, a tire squeal treatment (coating or texturing/grinding) is recommended to OCMC. The operational noise analysis in Section 4.13, Noise, of the Initial Study accounted for noise from vehicles within the parking structure, noise from the speakers at the parking structure entrance gates, and project-generated vehicle trips on adjacent roadways. Section 4.13.6 has been revised to expand the discussion of parking structure noise sources, such as tire squeals and alarms and to identify design features that will reduce exposures more than already stated.

Comment	Response
Traffic noise: on project entrance and exit driveways, and adjacent roadways	The operational noise analysis in Section 4.13, *Noise,* of the Initial Study accounted for noise from vehicles within the parking structure, noise from the speakers at the parking structure entrance gates, and project-generated vehicle trips on adjacent roadways. The impact was found to be less than significant (also see added text in preceding response).
Construction noise	The longest construction phase will be erection of the parking structure. According to the IS/MND's calculations, one-hour average noise exposures to residents along Scanlan Court and Lemon Street will be about 65.1 and 63.2 dBA, respectively. The Fountain Valley Municipal Code exempts construction from noise exposure limits, which is why the commonly use Federal Transit Administration's threshold of 80 dBA is used. In addition, the Municipal Code sets time-of-day limits for construction. If construction occurs outside the limits, affected residents can contact the City and request that an inspector be sent immediately to verify the Code violation.
Will construction be done at night?	Project construction work will be limited to the hours permitted by the City of Fountain Valley (Municipal Code Section 21.06.040), between seven a.m. and eight p.m. Monday through Friday, 9 a.m. through 8 p.m. on Saturday and at no time on Sunday or any legal holiday. Construction noise impacts were determined to be less than significant, the analysis is in **Section 4.13**, *Noise*, of the Initial Study.

Comment	Response
West Adams Heritage Assoc. v. City of Los Angeles appellate court case: regarding cumulative noise impacts and ambient noise levels (in residential area) regarding a Class 32 categorical exemption	The case is inapplicable to the proposed project on two grounds: 1, it concerns residential development; and 2, it pertains to a Class 32 (infill) categorical exemption, rather than a Mitigated Negative Declaration.
Consider additional mitigation measures to protect nearby homeowners, such as enhanced sound barriers, landscaping buffers, limits on rooftop parking, or restrictions on idling. Cont'd	The Initial Study sets forth mitigation measures for impacts on biological resources, cultural resources, geology and soils (fossils), and tribal cultural resources. The City of Fountain Valley is only allowed to require mitigation measures for impacts found to be significant without mitigation (reference CEQA Guidelines Section 15126.4[a]). No significant impacts without mitigation were identified on any other environmental factors analyzed. Therefore, the City cannot require mitigation measures for impacts on other environmental factors.
Speaker (at structure entrance): malfunctions or volume increase	The speaker will only need to be loud enough to be audible by the driver (compared to a fast-food restaurant speaker that needs to be audible by everyone in the car). The parking structure will be available to employees only and be accessed by employees' fobs; the hospital will address issues with employees who frequently arrive without their fobs.

Comment	Response
Transportation	
Traffic and Traffic Impact Analysis	
Vehicles approaching structure on Talbert (to turn right at Foster and proceed to structure) will cause congestion	The revised TIA recommends update to the signal timing and/or upgrading traffic signal equipment at the intersection of Foster Street at Talbert Avenue to improve traffic flow and queuing along Talbert Avenue.
Traffic impacts on Foster/Talbert intersection	TIA Section 9 includes a queueing evaluation at the intersection of Foster Street at Talbert Avenue for Year 2027. The existing storage provided for the westbound left-turn pocket is adequate to accommodate the anticipated queues with the Project. The intersection of Foster Street at Talbert Avenue is forecast to operate at LOS A during the AM and PM peak hours for Year 2027 with Project. Therefore, the proposed Project will not have an adverse impact on the intersection. Furthermore, TIA Section 11 analyzes Foster Street/Philips Avenue. The intersections along this roadway are forecast to operate at LOS A; therefore, the segment has sufficient capacity to accommodate any additional outbound traffic while maintaining acceptable LOS. However, since egress access is no longer provided on Foster Street, it is not anticipated that outbound traffic will utilize Foster Street as a cut-through route. The most current site plan limits ingress along Foster to southbound right turn only. A supplemental letter has been prepared that looks at these traffic implications.

Comment	Response
Cut-through traffic (Phillips and Foster)	Section 11.0 of the TIA report includes an analysis of the project's potential impact along Foster Street/Phillips Avenue. The Project will add a nominal amount of trips along these roadways during the peak hours (i.e. 22 trips in the AM peak hour and 9 trips in the PM peak hour), and thus the Project will not impact the residential community.
Vehicles northbound on Foster: "no left turn" proposed at Foster/structure driveway: will continue north and turn around, adding to congestion	Employees are familiar with the site and will adjust their patterns as needed to eliminate any unnecessary circulation. In addition, a supplemental letter has been prepared that looks at the traffic implications based on the most current site plan that limits ingress along Foster to southbound right turn only. The supplemental letter (**Attachment F**) determined that the reconfigured parking structure access did not affect the overall findings of the April 2026 Traffic Impact Analysis (TIA), and that the recommendations of the TIA remain valid.
OCMC employee count (1,300) incorrect	The OCMC staff information reflects the most current data available at the commencement of this study in 2025. OCMC has a total staff of approximately 1,900 employees, of which 1,300 are representative of a typical daily staffing level. There are no future increases anticipated by the project. As such, revisions to the report are not required.

Comment	Response
Existing conditions information (2025) obsolete	The existing baseline year represents the year in which the Project commenced, which is 2025. Therefore, the base year is appropriately represented. Revisions to the report are not required.
Traffic counts (2024) obsolete	The existing baseline year represents the year in which the Project commenced, which is 2025. Therefore, the base year is appropriately represented. Revisions to the report are not required.
Are 2027 estimated traffic conditions accurate?	The methodology to estimate Year 2027 traffic volumes is appropriate and was developed in coordination with City staff. As such, revisions to the report are not required.
Question about cumulative traffic volumes (and vs. observed traffic on Talbert)	Figure 6-2 presents traffic volumes for cumulative projects only. The methodology to estimate Year 2027 Cumulative traffic volumes is appropriate and was developed in coordination with City staff. Accordingly, the traffic volumes are considered to be accurately represented, and revisions to the report are not required.
Queueing analysis: The data for Talbert at Foster Eastbound back to driveway 1 (Parking Structure Exit) shows an inadequate storage (Backup of vehicles in line) for year 2027 based on current and post construction estimations.	The eastbound queues at Foster Street/Talbert Avenue extend past Driveway 1 on Talbert Avenue. As part of the proposed Project, it is recommended to update signal timing and/or upgrade traffic signal equipment at the intersection of Foster Street at Talbert Avenue to improve traffic flow and queuing along Talbert Avenue.

Comment	Response
The currently (2026) observed traffic backup for the eastbound Talbert/Foster intersection plus backups to the Lemon and Briar St exits entering Talbert from the adjoining neighborhood is a problem and needs to be reevaluated.	While intermittent blockage of Briar Street and Lemon Street may occur due to existing eastbound queues on Talbert Avenue, it is not uncommon for unsignalized roadways to experience longer delay due to heavy volumes on the major street, like Talbert Avenue. Furthermore, this condition is unrelated to project access or circulation. The project does not route traffic through these local streets, and project trips represent a negligible contribution to overall eastbound volumes on Talbert Avenue. Furthermore, a review of crash data from the past five years indicate no reported crashes along this segment of Talbert Avenue; thus the existing queueing issues do not result in adverse safety issues. Therefore, the project would not exacerbate the existing access limitations experienced at these locations or result in any additional safety concerns. It should be noted that as part of the proposed Project, updates to signal timing and/or upgrades to the traffic signal equipment at the intersection of Foster Street at Talbert Avenue are recommended to improve traffic flow and queuing along Talbert Avenue.

Comment	Response
The proposed parking structure concentrates access at the intersection of Talbert Avenue and Foster Street. The traffic study acknowledges that vehicle queues on Talbert Avenue may extend past the project driveway during peak conditions.	The traffic impact analysis (TIA) does not state that vehicle queues on Talbert Avenue may extend past the project driveway during peak conditions. The TIA mentions that arriving vehicles may queue from the project entry driveway onto Foster Street during peak arrival periods. Queueing arriving vehicles are not expected to interfere with egressing vehicles, which would egress onto Talbert Avenue.
Because Foster Street runs through hospital-controlled property near the project site, the City should evaluate whether traffic operations could be improved through roadway modifications within the hospital's frontage. Possible improvements include: - An additional entry lane from Talbert Avenue onto Foster Street dedicated to parking structure access - An additional exit lane from Foster Street onto Talbert Avenue during peak periods	The queueing analysis determined that arrival queueing could occasionally extend onto Foster Street. The average rate of vehicles arriving during the 7:00 a.m. to 8:00 a.m. hour would be about 9.25 per minute (554 trips in 60 minutes). It is understood that the rate of vehicles arriving would vary. It is expected that arriving cars would be able to turn right from Talbert Avenue onto Foster Street within the existing street configurations, and that addition of a right turn lane on the eastbound approach of Talbert Avenue would not be needed. Operation of the proposed parking structure would shift some existing OCMC parking to the proposed structure, which would have an exit driveway onto Talbert Avenue. Thus, the project would not create a need for addition of an exit lane on Talbert Avenue.

Comment	Response
The project substantially expands parking capacity and concentrates traffic access adjacent to a residential neighborhood. These issues raise legitimate questions regarding whether the project may result in significant transportation impacts that have not been fully analyzed.	Like Parking, automobile delay, as measured by "level of service" and other similar metrics, is no longer considered a significant impact on the environment under CEQA. (Public Resources Code 21099(b)(2). Senate Bill (SB) 743 (2013), codified in Public Resources Code section 21099, changed the methodology for analyzing transportation impacts under the California Environmental Quality Act (CEQA). SB 743 directed the Office of Planning and Research (OPR) to prepare proposed revisions to the CEQA Guidelines establishing new criteria for determining the significance of transportation impacts. The Secretary of the Natural Resources Agency subsequently certified CEQA Guideline 15064.3, establishing vehicle miles traveled (VMT) as the most appropriate metric to evaluate a project's transportation impacts. Nevertheless, the Traffic Impact Analysis for the Memorial Care Orange Coast Medical Center Parking Structure and Bridge Project, dated August 22, 2025 (revised April 15, 2026), prepared by LLG was commissioned to provide an evidentiary basis for analyzing the secondary impacts of the project associated with transportation and, the project's consistency with the City's General Plan. It is noted that the TIA includes analysis of Foster Street/Phillips Avenue. The results of the analysis indicate that

Comment	Response
Cont'd	the Project will not have an impact on the adjacent residential community.
Structure entrance driveway capacity: may be inadequate	Section 10.3 of the TIA report includes a vehicular stacking analysis for the gated entry-only access driveway on Foster Street. The analysis indicates that the two inbound lanes provide a total storage of 490 ft, which is considered adequate to accommodate the inbound vehicle flow. The queues would not impede traffic or queue onto Foster Street.
Construction: temporary closures: Talbert, Foster: notification of residents	The neighborhood will be notified of any temporary lane reductions or street closures in accordance with the City's standard construction notification protocols. These typically include advance notice through posted signage, distribution of notices to affected properties, and coordination with local stakeholders as appropriate. Information regarding the duration and extent of closures, as well as any changes to access along Talbert and Foster, will be communicated to ensure residents are adequately informed prior to and during construction.
Traffic/Roadway Design Hazards	
This Sight Distance Evaluation treats driveway 1 [structure exit driveway] as though it's a cross street entering a main street. Driveway 1 is a special driveway and should be addressed as such.	The sight distance analysis for Driveway 1 was appropriately completed per the Caltrans *Highway Design Manual* (HDM) and has been reviewed and approved by City staff. As such, revisions to the report are not required.

Comment	Response
Traffic and Pedestrian Hazards	
Pedestrians crossing structure exit driveway at Talbert; lack protection for pedestrians there Cont'd	Driveway 1 along Talbert Avenue is designed with proper visibility to allow motorists to see pedestrians when exiting the parking structure. As such, the project as proposed would not create unsafe conditions at the driveway. Nevertheless, subject to concurrence by City staff, the Project could install "Watch for Pedestrians" sign at this driveway to alert motorists (employees) of potential pedestrian conflicts as they exit the site. Further, given City staff is not supportive of the "Keep Clear" pavement makings, this improvement is no longer recommended in the TIA.
Pedestrians crossing Foster next to southeast corner of structure; recommend flashing beacon	The project includes a pedestrian bridge over Foster Street connecting to the third floor of the parking structure. A second pedestrian path of travel between the parking structure and the rest of the OCMC campus would be on the south side of the intersection of Foster Street and Talbert Avenue. The ground level of the parking structure would include a fence and a wall on the east side and southeast corner of the structure to block pedestrian entrance/exit from that corner of the structure. As pedestrian ingress/egress to or from the southeast corner of the parking structure across Foster Street will be blocked, a flashing crosswalk will not be needed at that location.

Comment	Response
Parking and Parking Study	
OCMC employee data (2024) obsolete	The OCMC staff information reflects the most current data available at the commencement of this study in 2025. OCMC has a total staff of approximately 1,900 employees, of which 1,300 are representative of a typical daily staffing level. There are no future increases anticipated by the project. As such, revisions to the report are not required.
OCMC shift hours (in parking study) incorrect	The peak hours are based on shift information provided by OCMC.
Spillover parking into neighborhoods	The project would add both employee parking and total parking on the OCMC campus and thus is not anticipated to cause spillover parking impact into surrounding neighborhoods. The OCMC campus is estimated to have a parking surplus of 318 spaces at project completion, or 379 spaces with continued operation of OCMC's existing valet service. The Parking Management Plan identifies parking management strategies to ensure that adequate parking is provided for both employees and visitors to deter people from parking in the residential neighborhood.

Comment	Response
There is a question as to how the minimum requirement for 1585 spaces was derived; OCMC has 1900 employees	With the construction of the new parking structure, OCMC would result in a 550-space net increase in parking for a total campus wide parking supply of 1,903 spaces. The PMP report identifies parking management strategies to ensure that adequate parking is provided for both employees and visitors.
OCMC employee shuttle hours don't match shift changes	Shuttle operations are designed to accommodate peak employee shift patterns, including reasonable transition periods between shifts. While individual variations in shift turnover may occur, the proposed schedule provides adequate coverage for the majority of staff.
IS/MND doesn't show need for number of parking spaces proposed. The environmental record should clearly disclose: - Existing parking utilization across the hospital campus - Employee shift counts used to estimate parking demand - Methodology used to determine that 784 spaces are required - Whether smaller parking alternatives were evaluated	A parking study for the proposed project, dated May 23, 2024, was completed by LLG and was included as Appendix I1 of the Initial Study. Existing parking supply on the OCMC campus is 1,353 spaces, consisting of 231 spaces in the Foster Lot (the project site); 306 total spaces in three other surface parking lots; and 816 spaces in the existing parking structure. The proposed parking structure would contain 784 spaces, for a net increase of 550 parking spaces. OCMC required off-street parking per City of Fountain Valley municipal code is 1,585 spaces, for an existing deficit of 232 spaces. After the net increase in spaces arising from project development is accounted for, OCMC would have a surplus of 318 spaces; or 379 spaces with continued use of valets. The project was reduced during planning from 862 to 784 spaces, so yes, a smaller alternative was considered.

Comment	Response
Parking for patients, visitors	All of the existing parking facilities on the campus are available for staff (including physicians), patients, and visitors. The first floor of the existing parking structure is reserved for physicians, and the top floors for employees. Operation of the proposed parking structure would involve shifting staff parking (including for physicians) from existing parking lots and structure to the proposed structure. The project would expand parking availability for patients and visitors.
Increasing parking supply by more than 550 spaces may encourage additional driving by reducing parking constraints. The environmental analysis should evaluate whether expanded parking availability could result in increased automobile commuting to the hospital campus over time.	The project does not expand staffing, services, or intensify uses at OCMC and thus will not generate additional vehicle trips to or from OCMC (per the vehicle miles traveled screening assessment for the project completed by LLG, included as Appendix I2 to the Initial Study). Regarding mode shift from other transportation modes to automobiles, which mode would people shift from- Only a very small fraction of the staff would live within walking distance of OCMC. One of the two nursing shift changes (7:00 p.m.) is at night for half the year; many people choose not to bicycle at night for safety reasons. Two OCTA bus routes serve the intersection of Brookhurst Street and Talbert Avenue: Route 35 on Brookhurst Street and Route 76 on Talbert Avenue. Route 76 operates hourly and ends before 7:00 p.m (OCTA, 2026a). Route 35 operates at 30 minute frequency (OCTA, 2026b). Thus, it is unlikely that a considerable number of people would be using transit currently and would shift to driving after the proposed parking structure opened.

Comment	Response
What parking is required for OCMC by city code? What parking is actually needed by OCMC?	A parking study for the proposed project, dated May 23, 2024, was completed by LLG and was included as Appendix I1 of the Initial Study. (see previous response)
CEQA Processing	
Ask that EIR be prepared for project	No significant impact after implementation of mitigation is identified in response to comments. As all impacts can be mitigated to less than significant levels, an EIR for the project is not required.
The project is a "done deal"	The purposes of CEQA include informing the public of the environmental effects of projects. The CEQA process includes several opportunities for public participation, two of which (written comments on the IS/MND and the Planning Commission hearing) are noticed on the Notice of Intent. The project is not a "done deal' and the City welcomes public input.
Notification	
The notice [NOI] includes the Planning Commission hearing on April 22, 2026. Combining the 30-day public review of the IS/MND and the Planning Commission hearing date may confuse the public. The three weeks between when the comments are due and the date of the public hearing may cause public confusion. The public does not understand the public review and hearing process. To protect the Integrity	The Notice of Intent (NOI) states in two places, under *Public Review* and *Agency/Public Comments*, that the public review period ends April 2nd. The NOI separately states that the public hearing is April 22. There is value in notifying both opportunities for public participation in one document and this is the City's standard format for this document. This comment will be considered by the City before the City Council considers the IS/MND for adoption.

Comment	Response
of the public hearing process, the city should consider a re-notice of the public.	

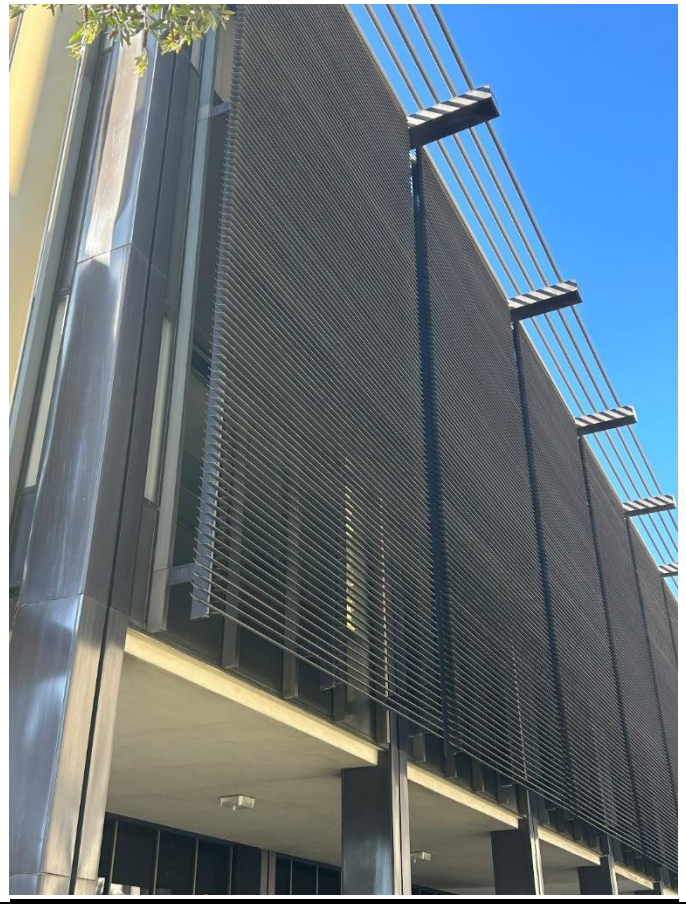
	Comment	Response to Comment
Ehab S. Soliman, AIA **California Licensed Architect** **Fountain Valley Resident (on behalf of concerned residents and neighbors of the Orange Coast Memorial Medical Center area)** **ehab@ehabsoliman.com** **Email Dated: Sunday March 15, 2026**		
Parking Demand Justification		
1.	The environmental record does not appear to include a comprehensive parking utilization study demonstrating the need for a parking structure of this scale.	Parking is not a CEQA component. However, a *Parking Study for the Memorial Care Orange Coast Medical Center, dated November 25, 2025, prepared by LLG* was submitted for the Project. This parking study documents OCMC's parking requirements per City Municipal Code, and validates that the proposed Project will ensure that OCMC will satisfy the City's parking code requirements.
2.	The environmental record should clearly disclose: - Existing parking utilization across the hospital campus - Employee shift counts used to estimate parking demand - Methodology used to determine that 784 spaces are required - Whether smaller parking alternatives were evaluated	Parking is not a CEQA component. However, a parking study was prepared by LLG dated November 25, 2025 that validates the proposed parking supply. Further, given OCMC now operates a parking valet program with between 300 to 400 cars being serviced on a daily basis shows that the proposed Project is needed.
Parking Supply and Utilization Analysis		
3.	A project proposing to expand parking capacity from approximately 231 spaces to 784 spaces should be supported by empirical data documenting the relationship between existing parking supply and actual parking demand.	See response No. 1 and No.2 noted above
Employee Shift-Change Traffic		
4.	The traffic study indicates that the hospital generates approximately: - 1,734 daily employee trips - 346 trips during the morning shift-change hour - 246 trips during the evening shift-change hour	Comment acknowledged. No further response necessary.
Induced Traffic from Expanded Parking Supply		

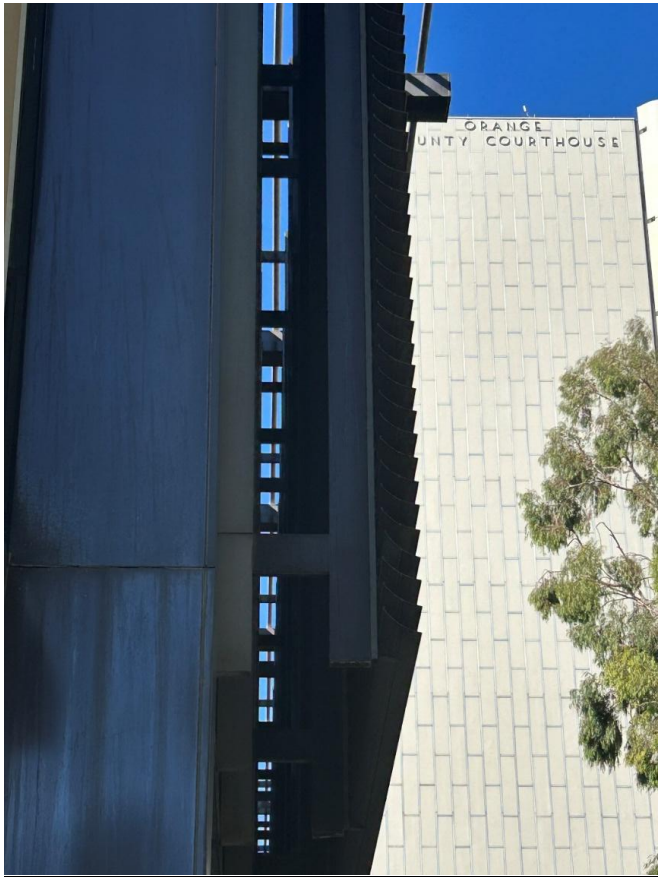
	Comment	Response to Comment
5.	Increasing parking supply by more than 550 spaces may encourage additional driving by reducing parking constraints. The environmental analysis should evaluate whether expanded parking availability could result in increased automobile commuting to the hospital campus over time.	As documented in the *Parking Study for the Memorial Care Orange Coast Medical Center, dated November 25, 2025, prepared by LLG,* the proposed Project is necessary to meet the parking requirements of the City's Municipal Code. Further, complimentary valet services are now provided, are expected to continue to be provided post construction, but the demand is expected to be reduced given employees will now park in the new parking structure. Further, parking spaces do not generate trips they only focus the trip to an area. The trip generator is OCMC, not the spaces. Since the project would not result in any changes to the number of visitors or employees the total trips for the site would not change from existing resulting in no net new trips.
Vehicle Miles Traveled (VMT)		
6.	The VMT memorandum concludes that the project is screened out from further VMT analysis because it is assumed to generate fewer than 110 net new trips. The environmental review should explain how this conclusion remains valid given the significant increase in parking supply.	The *Vehicle Miles Traveled (VMT) Screening Analysis for Orange Coast Memorial Medical Center, dated January 9, 2025, prepared by LLG* documents the approach and methodology of the analysis, which is consistent with the City of Fountain Valley's Transportation Impact Assessment Guidelines for Land Use Projects in CEQA and General Plan Consistency (dated June 2020). As previously documented, the Project consists of the construction of a new parking structure. However, OCMC will not be increasing hospital staffing or services. The implementation of the proposed Project is to accommodate existing parking demand and will not generate any new trips to the area. Therefore, given the proposed Project will not generate any new trips, the proposed Project will screen out since it would generate "less than 110 net new daily vehicle trips". Parking spaces do not generate trips they only focus the trip to an area. The trip generator is OCMC, not the spaces.. As such, the VMT conclusion is still accurate.

	Comment	Response to Comment
7.	The proposed parking structure concentrates access at the intersection of Talbert Avenue and Foster Street. The traffic study acknowledges that vehicle queues on Talbert Avenue may extend past the project driveway during peak conditions.	Comment acknowledged. No further response necessary.
Potential Roadway Improvements within Hospital Property		
8.	Because Foster Street runs through hospital-controlled property near the project site, the City should evaluate whether traffic operations could be improved through roadway modifications within the hospital's frontage.	Comment acknowledged. However, the suggested improvements are not necessary to support acceptable traffic operations around the project site. Additionally, by relocating the employees to the Foster Structure would improve internal circulation.
9.	Possible improvements include: - An additional entry lane from Talbert Avenue onto Foster Street dedicated to parking structure access - An additional exit lane from Foster Street onto Talbert Avenue during peak periods	Comment acknowledged. However, the suggested improvements are not necessary to support acceptable traffic operations around the project site. These findings and conclusions are documented in the *Traffic Impact Analysis for the Memorial Care Orange Coast Medical Center Parking Structure and Bridge Project, dated August 22, 2025 (revised April 15, 2026), prepared by LLG*
Spillover Parking in Residential Streets		
10.	Parking facilities adjacent to residential neighborhoods can create spillover parking impacts when employees seek free or more convenient parking on nearby residential streets.	The Project is not expected to result in spillover parking impacts on adjacent residential streets. Adequate on-site parking will be provided to accommodate employee and visitor demand, as documented in the *Parking Study for the Memorial Care Orange Coast Medical Center, dated November 25, 2025, prepared by LLG*
Neighborhood Access Protection Measures		
11.	If spillover parking impacts are identified, the City should consider additional neighborhood protection measures including controlled access at neighborhood approaches along Foster Street and Phillips Street.	The project is not expected to result in spillover parking impacts on adjacent residential streets. Adequate on-site parking will be provided to accommodate employee and visitor demand as documented in the *Parking Study for the Memorial Care Orange Coast Medical Center, dated November 25, 2025, prepared by LLG*
Fair Argument Standard and Need for an Environmental Impact Report		
12.	The project substantially expands parking capacity and concentrates traffic access adjacent to a residential neighborhood. These issues raise legitimate questions	Like Parking, automobile delay, as measured by "level of service" and other similar metrics, is no longer

	Comment	Response to Comment
	regarding whether the project may result in significant transportation impacts that have not been fully analyzed.	considered a significant impact on the environment under CEQA. (Public Resources Code 21099(b)(2). Senate Bill (SB) 743 (2013), codified in Public Resources Code section 21099, changed the methodology for analyzing transportation impacts under the California Environmental Quality Act (CEQA). SB 743 directed the Office of Planning and Research (OPR) to prepare proposed revisions to the CEQA Guidelines establishing new criteria for determining the significance of transportation impacts. The Secretary of the Natural Resources Agency subsequently certified CEQA Guideline 15064.3, establishing vehicle miles traveled (VMT) as the most appropriate metric to evaluate a project's transportation impacts. Nevertheless, the *Traffic Impact Analysis for the Memorial Care Orange Coast Medical Center Parking Structure and Bridge Project, dated August 22, 2025 (revised April 15, 2026), prepared by LLG* was commissioned to provide an evidentiary basis for analyzing the secondary impacts of the project associated with transportation and, the project's consistency with the City's General Plan. It is noted that the TIA includes analysis of Foster Street/Phillips Avenue. The results of the analysis indicate that the Project will not have an impact on the adjacent residential community.
Relationship to the OCMMC Specific Plan		
13.	The environmental documents reference the OCMMC Specific Plan governing development within the hospital campus. It would be helpful for the City to clarify whether the proposed parking structure was specifically contemplated within that plan and whether prior environmental review addressed a project of this scale.	**Not a traffic, parking or VMT related comment.**
Residential Interface: Noise, Lighting, and Headlight Glare		

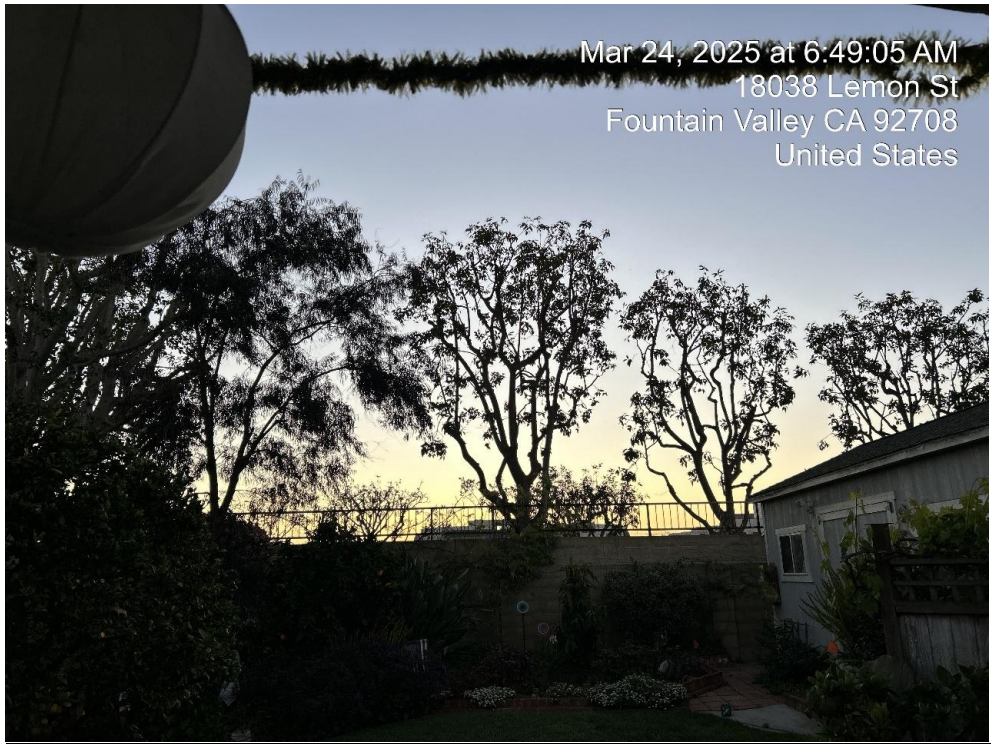
	Comment	Response to Comment
14.	The proposed parking structure is located directly adjacent to an established residential neighborhood. Open-air parking structures can generate operational impacts including vehicle noise, lighting spillover, and headlight glare.	**Not a traffic, parking or VMT related comment.**
15.	The environmental review should clarify whether impacts associated with headlight glare, lighting spillover, and operational noise from the parking structure have been evaluated.	**Not a traffic, parking or VMT related comment.**
Conclusion		
16.	Residents recognize the important services provided by Orange Coast Memorial Medical Center. However, the scale and location of the proposed parking structure raise legitimate concerns regarding traffic operations, neighborhood compatibility, and spillover parking impacts.	**Not a traffic, parking or VMT related comment.**
Judi Taylor **Mike Taylor** **Meggan Taylor** **City of Fountain Valley Resident** **eltaxmeg@gmail.com** **Email Dated: Tuesday March 31, 2026**		
Light Fixtures		
17.	The CEQA report concludes that lighting impacts are less than significant based on compliance with standard municipal and Title 24 lighting requirements, including the use of directional and shielded fixtures. However, the report does not include project-specific analysis or requirements addressing elevated light sources, including shielding of upper levels, residential-side light barriers, evaluation of light from upper floors, light spill or glare modeling, or the effects of nighttime activity.	**Not a traffic, parking or VMT related comment.**
18.	**Given the proximity and height of the structure relative to Lemon Street residences, we respectfully request additional mitigation measures,** including: shielding for upper-level lighting to prevent high-angle light spill; solid walls or fixed upward-facing louvers along the west (Lemon Street) side; a photometric study evaluating light levels at the residential property line and within homes; screening or design features to reduce headlight intrusion from upper decks; and consideration of operational measures such as reduced lighting intensity or motion-based lighting during nighttime hours.	**Not a traffic, parking or VMT related comment.**

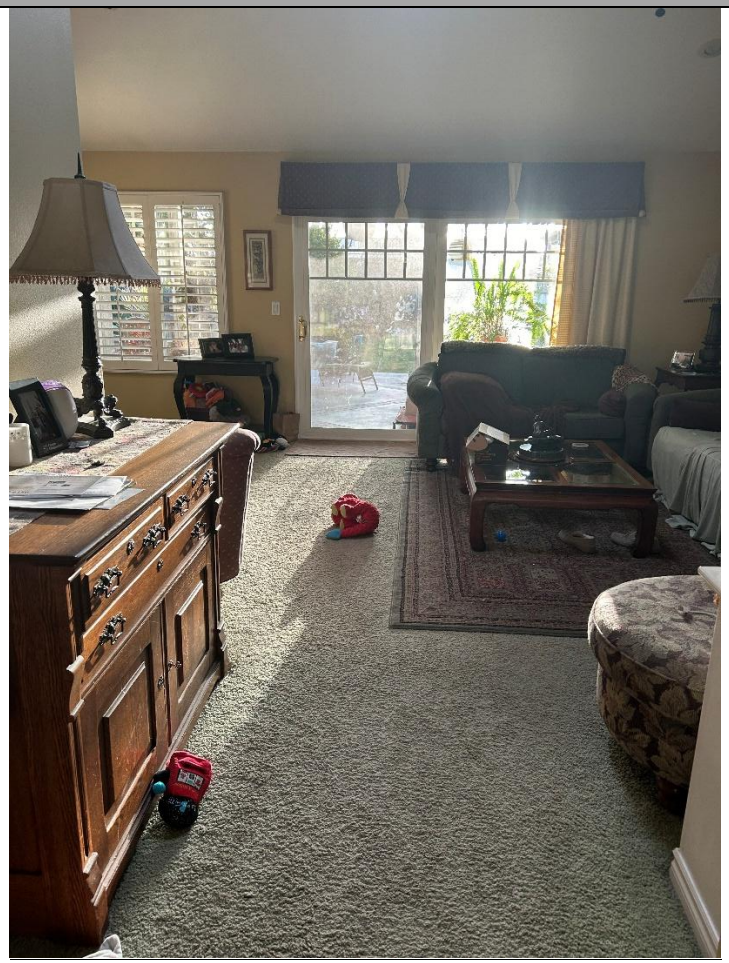
	Comment	Response to Comment
19.	Attached is a picture of the Central Justice Center building that has louvers in the opposite direction as reference to the idea proposed. Online these are referred to as “trellises and sunscreens.” 	**Not a traffic, parking or VMT related comment.**

	Comment	Response to Comment
		
20.	I noticed the Memorial Care Parking Structure behind Citibank at 17400 Brookhurst St, Fountain Valley, CA 92708 has no tall/elevated lights on the outside walls. I tried to go look at the design but was met with chainlink fencing on level 1 to all level 2–3 access. **As a potential mitigation approach, tall/elevated lighting could be positioned more centrally on the structure top to eliminate spillover, with any necessary fixtures mounted on the parapet walls directed downward onto the drive aisles.**	**Not a traffic, parking or VMT related comment.**

	Comment	Response to Comment
TRAFFIC IMPACT ANALYSIS – August 22, 2025		
21.	The August 2025 Traffic Impact Analysis **does not include study locations west of the project site,** where residential neighborhoods are directly affected. As a result, the analysis does not evaluate how the increased and concentrated vehicle flow associated with the proposed project interacts with existing conditions in these adjacent residential areas, including congestion, access, and pedestrian activity along Talbert Avenue.	Given the proposed Project does not generate any new additional trips and only results in a shift / re-route of existing traffic volumes/patterns around the OCMC campus, the proposed Project will not result in an increase traffic to the west of the site; therefore, the Project would not have an impact on the community to the west. As such, no further analysis is needed.
22.	Additionally, while the report includes a focused analysis for Foster Street/Phillips Avenue (Section 11.0), no comparable analysis is provided for Talbert Avenue west of the project site. Residents in this area already experience congestion related to existing hospital operations, including periods where the Talbert exit nearest the project site becomes blocked, requiring neighborhood traffic to reroute. **The absence of any westbound Talbert analysis fails to capture these existing conditions and does not evaluate how project-related traffic may further impact residential access and circulation.**	See above response to No. 21. The Project shifts existing traffic volumes/patterns around the OCMC campus. It does not increase traffic to the west of the site; therefore, the Project would not have an impact on the community to the west. As such, no further analysis is needed.
TALBERT EXIT – pedestrian safety and ADA considerations		
23.	The CEQA analysis treats the Talbert exit as part of general circulation but does not evaluate it as a pedestrian conflict point. However, the report does not address driveway-specific pedestrian conflicts, ADA and vulnerable populations, pedestrian-activated safety systems, or cumulative pedestrian risk associated with concentrated exit traffic.	Driveway 1 along Talbert Avenue is designed with proper visibility to allow motorists to see pedestrians when exiting the parking structure. As such, the project as proposed would not create unsafe conditions at the driveway. Nevertheless, subject to concurrence by City staff, the Project could install “Watch for Pedestrians” sign at this driveway to alert motorists (employees) of potential pedestrian conflicts as they exit the site.
24.	**The MND does not evaluate pedestrian safety at the Talbert driveway**, including ADA-related considerations or increased pedestrian exposure due to traffic being funneled to a single exit. It also does not evaluate the real-world conditions present at this location, including a high concentration of vehicles exiting at one point, a sidewalk regularly used by vulnerable pedestrians, and a driveway crossing rather than a controlled intersection. With the proposed project, all exiting vehicle traffic is consolidated to the Talbert driveway, representing a substantial increase—**estimated at approximately ten times the current exit volume at this location.** CEQA requires evaluation of safety, circulation conflicts, and site-specific impacts, and a driveway crossing with vulnerable pedestrian use is exactly the type of condition that warrants this level of analysis.	Driveway 1 along Talbert Avenue is designed with proper visibility to allow motorists to see pedestrians when exiting the parking structure. As such, the project as proposed would not create unsafe conditions at the driveway. Nevertheless, subject to concurrence by City staff, the Project could install “Watch for Pedestrians” sign at this driveway to alert motorists (employees) of potential pedestrian conflicts as they exit the site.

	Comment	Response to Comment
25.	The traffic study further recommends installation of a "Keep Clear" zone along Talbert Avenue to facilitate continuous vehicle egress from the structure; however, this measure is designed to increase vehicle flow at the driveway and does not include any evaluation or mitigation of pedestrian safety at the same location where the public sidewalk remains active. **By prioritizing uninterrupted vehicle movement at the exit, this design may increase vehicle speeds and reduce driver yielding behavior, further heightening pedestrian risk at an unprotected driveway crossing.**	Driveway 1 along Talbert Avenue is designed with proper visibility to allow motorists to see pedestrians when exiting the parking structure. As such, the project as proposed would not create unsafe conditions at the driveway. Nevertheless, subject to concurrence by City staff, the Project could install "Watch for Pedestrians" sign at this driveway to alert motorists (employees) of potential pedestrian conflicts as they exit the site. Further, given City staff is not supportive of the "Keep Clear" pavement makings, this improvements is no longer recommended in the TIA.
26.	Given these conditions, **we request consideration of a pedestrian-activated safety system at the Talbert exit** similar to the protections at the Foster/Talbert intersection. This could include an audible push-button system for visually impaired users, paired with a flashing or illuminated stop warning for exiting vehicles, activated only when pedestrians are present. At the Open House a Talbert resident also noted safety concerns already observed at the Foster/Talbert intersection, even with a signal in place. These concerns are further heightened by the proposed traffic design, which increases and concentrates vehicle flow at the exit without corresponding pedestrian protections.	Comment acknowledged. These comments will be shared with the Project Applicant (OCMC) and be forwarded to the Planning Commission and/or City Council for consideration.
NOISE IMPACTS – parking structure operations		
27.	While the CEQA analysis addresses general traffic-related noise, **it does not evaluate the localized operational noise associated with a multi-level parking structure directly adjacent to residential properties.** The proposed project concentrates vehicle activity at this location at levels estimated to be approximately five times existing conditions, yet no analysis is provided regarding the resulting increase in ambient noise experienced by nearby homes.	**Not a traffic, parking or VMT related comment.**
28.	This includes, but is not limited to, vehicle-related noise such as alarms, engine starts, idling, and door slamming, as well as human-generated noise from occupants using vehicles for breaks, phone calls, or other activities. **Additionally, noise originating from elevated parking levels is not evaluated, despite the increased potential for sound to travel directly into adjacent yards and residences.** CEQA requires evaluation of substantial increases in ambient noise at sensitive receptors, and the absence of this analysis represents a gap in assessing the project's true impact on the surrounding residential environment.	**Not a traffic, parking or VMT related comment.**

	Comment	Response to Comment
Shadow Study Deficit		
29.	The shadow study appears limited to yard-level impacts and **does not evaluate the loss of direct sunrise visibility or interior natural light within homes**. Due to the height and proximity of the structure, the building is expected to block low-angle morning sunlight entirely, meaning residents may no longer experience direct sunrise from within their homes—a significant and permanent impact that has not been analyzed. Attached are two pictures that illustrate the concern.  	**Not a traffic, parking or VMT related comment.**

Comment	Response to Comment
	
Robert Sterling	

Comment		Response to Comment
9678 Turtledove Ave. **Fountain Valley, CA 92708** **Lemon/Briar Street – Fountain Valley Neighborhood** **Sterling.bob43@gmail.com** **(714) 625-6103** **Email Dated: Tuesday March 31, 2026**		
Enclosed are three PDF files from the Lemon/Briar St, Fountain Valley Neighborhood with their concerns, inputs, as well as markups to two sections of the MND. We have coordinated with many of our neighbors including our disabled individuals to gather their inputs and concerns and tried to represent their inputs here. Reference 1 is the neighborhood's inputs and their concerns. It also includes some general inputs to the MND as well as other general observations not addressed in the MND.		
PEDESTRIANS		
30.	There is another problem with the driveway 1 exit in that the MND does not address and that is pedestrian traffic interfacing with the exiting traffic at driveway 1.	Driveway 1 along Talbert Avenue is designed with proper visibility to allow motorists to see pedestrians when exiting the parking structure. As such, the project as proposed would not create unsafe conditions at the driveway. Nevertheless, subject to concurrence by City staff, the Project could install "Watch for Pedestrians" sign at this driveway to alert motorists (employees) of potential pedestrian conflicts as they exit the site. Further, given City staff is not supportive of the "Keep Clear" pavement makings, this improvements is no longer recommended in the TIA.
31.	The Lemon/Briar St neighborhood contains several disabled persons both young and adult, including a blind couple. These people have been surveyed, and all have expressed intimidating concerns when crossing the existing number 1 driveway of the existing flat lot.	Comment acknowledged. See response to comment No. 30, above.
32.	The interaction with impatient or rude drivers makes these people nervous when having to cross that driveway. Many have experienced confrontations that have scared and frightened them.	Comment acknowledged.
33.	When this project becomes operational with a greater number of cars in the parking structure, the exposure to the disabled and other pedestrians increases measurable.	Comment acknowledged.

	Comment	Response to Comment
	What was once a single parking lot is now a five-level parking structure with that many more cars and five times the exposure for the pedestrians.	
34.	It has been presented to OCMC that possibly installing an audible notification system at driveway 1 exit like many intersections for other disabled persons would help to ease pedestrian concerns when cars are exiting from the two lanes.	Comment acknowledged. This comment will be shared with the Project Applicant (OCMC) and be forwarded to the Planning Commission and/or City Council for consideration.
35.	Additionally, the addition of "WATCH FOR PEDESTRIANS" signage at driveway 1 exit would also help.	Subject to concurrence by City staff, the Project could install "Watch for Pedestrians" sign at this driveway to alert motorists (employees) of potential pedestrian conflicts as they exit the site, as requested in this comment.
36.	All the pedestrian concerns are heightened during the construction phase as there will be no street markings, warning sounds, or exit signage for the construction crews to be on the lookout for pedestrians. This has been expressed as a significant concern for the disabled and others during this phase.	Construction activities will be conducted in accordance with applicable safety standards and traffic control requirements to ensure that pedestrian safety is maintained throughout the construction phase. Appropriate measures, including temporary signage, markings, and traffic control devices, will be implemented as needed to provide clear guidance and maintain safe conditions for all pedestrians, including individuals with disabilities. As such, construction is not expected to adversely affect pedestrian safety.
LIGHTING		
37.	The top level of the new parking structure lighting is a hot topic for the Lemon St homes directly adjacent to the existing lot and the proposed new structure. Additionally, any light from each of the internal levels of the new structure emanating out the uncovered openings into their homes is also of concern.	**Not a traffic, parking or VMT related comment.**
38.	Also, any external lights for the cars parking in the west facing external open section of the ground level may also contribute to the problem of light spill onto their property.	**Not a traffic, parking or VMT related comment.**
39.	The addition of louvered coverings on the openings of the levels facing the Lemon St adjacent homes has also been discussed. The OCMC position has been that they are not required as the structure has been moved further east thus eliminating any need for opening coverings. If the louvered coverings were installed with the louvers facing upward, they would deflect any internal light upward as well as prevent anyone from looking down into the adjacent yards/homes.	

	Comment	Response to Comment
40.	Their concern is of any light that will fall into their property and disturb their privacy as it has in the past. These homes are particularly sensitive about this issue as they have endured the lights from the existing single level lot shining into their yards and homes for years since it was built.	**Not a traffic, parking or VMT related comment.**
41.	They have reported having to install curtains or other light blocking apparatuses to cope with the existing lights penetrating their homes all night long.	**Not a traffic, parking or VMT related comment.**
42.	Therefore, it may be prudent for the FV government and OCMC at address this issue and make a concerted effort to present a solution directly to these homeowners as to a solution that would satisfy their concerns. Do not simply say it's been taken care of. These neighbors have endured this issue for many years, and they don't trust lip service answers. Make a special effort to calm their concerns on this hot issue with real solutions. Make sure they receive a decisive and convincing presentation to the solution.	**Not a traffic, parking or VMT related comment.**
SOUND POLUTION		
43.	The sounds from the cars, motor noises, exhaust noise, horns, and racing motors, entering and leaving the parking structure will emanate into the surrounding neighborhood. The addition of the louvers above may help to mitigate some of the noise along with the planned landscaping surrounding the structure.	**Not a traffic, parking or VMT related comment.**
References 2 & 3 are reviews of the referenced MND sections with inputs marked throughout. All these inputs and markups were derived from conversations and discussions with individuals including disabled parties throughout the neighborhood. These inputs have also been discussed with representatives of OCMC to help us define and clarify our understanding of the planned parking structure.		
Traffic Impact Analysis (TIA) Comments		
44.	TIA Page 1 - This traffic Analysis uses the CEQA dated 2020 for a project scheduled for completion sometime in 2027. This analysis should be revised to the 2027 anticipated completion date.	This traffic analysis evaluates future conditions for the Project's anticipated 2027 opening year. The reference to 2020 in the TIA is related to the *City of Fountain Valley Transportation Impact Assessment (TIA) Guidelines for Land Use Projects in CEQA and for General Plan Consistency (dated June 2020).* As such, no changes are needed.

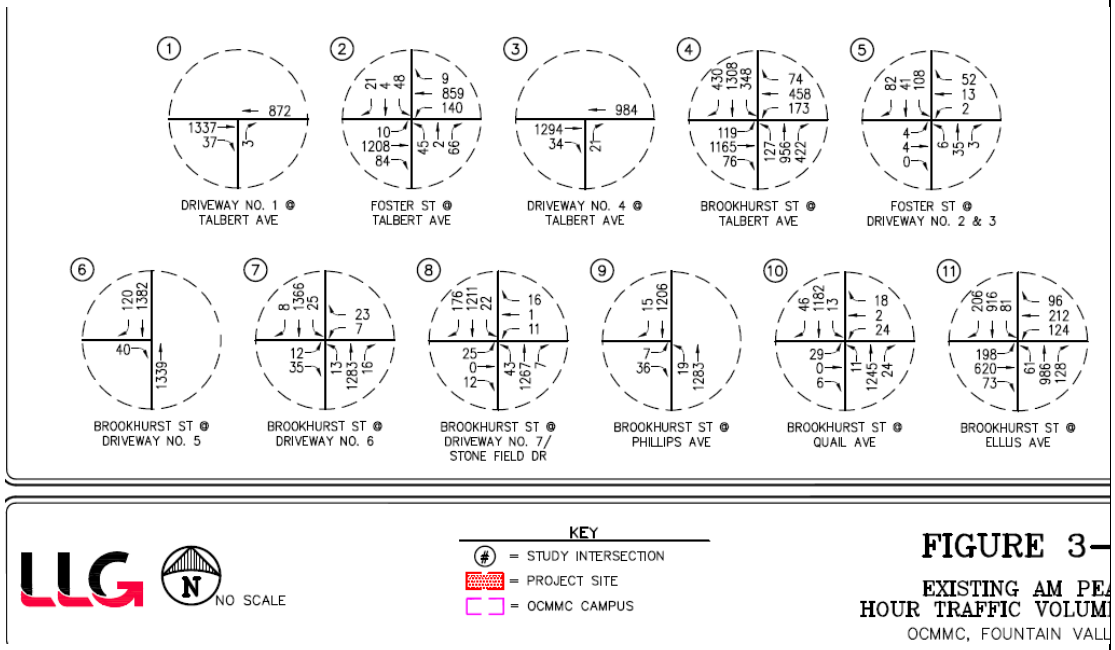
	Comment	Response to Comment
	measures are identified. This traffic report satisfies the traffic analysis requirements of the Cit Fountain Valley as outlined in the *City of Fountain Valley Transportation Impact Assessment (1 Guidelines for Land Use Projects in CEQA and for General Plan Consistency (dated June 20* The approved Scope of Work for this traffic study, which is included in ***Appendix A***, was develo in conjunction with City of Fountain Valley staff. It is noted that as a separate document, a Veh Miles Traveled (VMT) screening memorandum has been prepared per the City's requirement address the Project's potential transportation impacts under CEQA.	
45.	TIA Page 2 - What is the traffic impact of this parking structure and the immediate adjacent neighborhoods? Specifically, Talbert Ave, Foster St, Brookhurst, Lemon St, and Briar St.? This traffic report analyzes existing and future weekday AM peak hour and PM peak hour traff conditions for a near-term (Year 2027) traffic setting upon completion of the proposed Project. Pea hour traffic forecasts for the Year 2027 horizon year have been projected by increasing existin traffic volumes by an annual growth rate of 1.0% per year and adding traffic volumes generated b eight (8) cumulative projects.	Given the proposed Project does not generate any new traffic, and only results in a shift existing traffic volumes/patterns around the OCMC campus, an evaluation on an increase traffic to the west of the site is not required given volumes will not increase; therefore, with no change in traffic, an assessment of the Project's impact to the community's access to the west is not necessary.
46.	TIA Page 2 - The entrance from Briar St and Lemon St into the Talbert Ave traffic is not listed in this table. Due to the backup of eastbound traffic on Talbert Ave caused by the unsynchronized traffic light at the Talbert Ave and Foster St intersection, the Briar St and Lemon St exits are often obstructed from entering the Foster Ave traffic.	See response to No. 45, above. While intermittent blockage of Briar Street and Lemon Street occurs due to existing eastbound queues on Talbert Avenue during weekday peak periods, it is not uncommon for unsignalized roadways to experience longer delay due to heavy volumes on the major street, like Talbert Avenue.

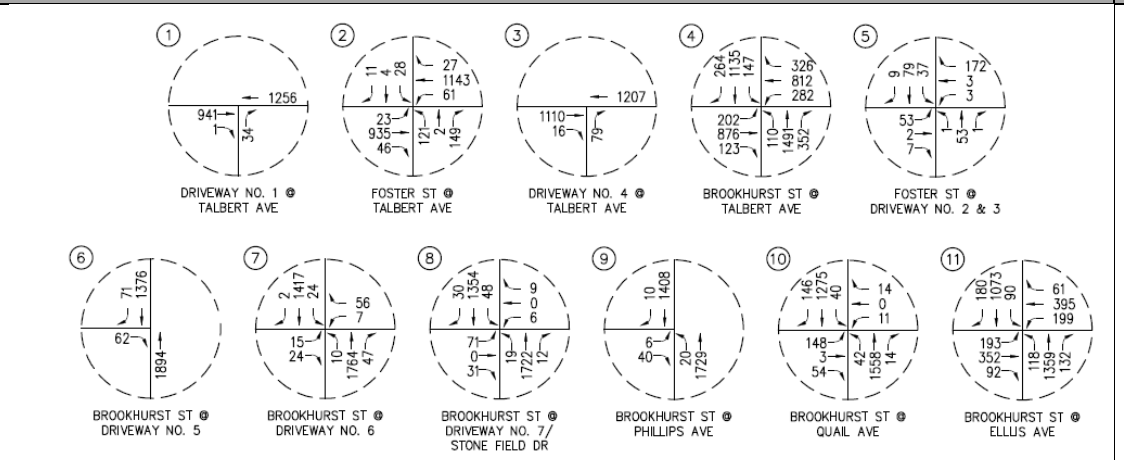
	Comment	Response to Comment
	1.1 Study Area The eleven (11) key study intersections selected for evaluation were based on the City's guidelines and direction from the City of Fountain Valley staff. The eleven (11) key study intersections, which include seven (7) project site driveways, listed below provide local access to the study area and define the extent of the boundaries for this traffic analysis. The jurisdiction that the study intersections are located in is shown in parentheses. ***Key Study Intersections*** 1. Driveway 1 at Talbert Avenue (Fountain Valley) 2. Foster Street at Talbert Avenue (Fountain Valley) 3. Driveway 4 at Talbert Avenue (Fountain Valley) 4. Brookhurst Street at Talbert Avenue (Fountain Valley) 5. Foster Street at Driveways 2 & 3 (Fountain Valley) 6. Brookhurst Street at Driveway 5 (Fountain Valley) 7. Brookhurst Street at Driveway 6 (Fountain Valley) 8. Brookhurst Street at Driveway 7/Stone Field Drive (Fountain Valley) 9. Brookhurst Street at Philips Avenue (Fountain Valley) 10. Brookhurst Street at Quail Avenue (Fountain Valley) 11. Brookhurst Street at Ellis Avenue (Fountain Valley)	Furthermore, this condition is unrelated to project access or circulation. The project does not route traffic through these local streets, and project trips represent a negligible contribution to overall eastbound volumes on Talbert Avenue. In addition, a review of crash data from the past five years indicate no reported crashes along this segment of Talbert Avenue; thus the existing queueing issues do not result in adverse safety issues. Therefore, the project would not exacerbate the existing access limitations experienced at these locations or result in any additional safety concerns. It should be noted that as part of the proposed Project, updates to signal timing and/or upgrades to the traffic signal equipment at the intersection of Foster Street at Talbert Avenue is recommended to improve traffic flow and queuing along Talbert Avenue.
47.	TIA Page 4 - Not consistent with the PMP section. See Parking Management Plan Post Construction. With an existing surface parking supply of 231 stalls, the OCMMC campus parking supply will be increased by a net of 628 spaces. Upon completion of the Project, OCMMC proposes to relocate the majority of, if not all, employee/staff parking from the existing parking structure of the main campus to the Foster Street location, thereby allowing all visitor/customer/patient parking to be relocated to the medical center's existing parking structure	Comment acknowledged. The report has been revised for consistency with the PMP report. The majority of employee/staff parking will be directed to the new Foster Structure. Visitors will also have access to the Foster Structure; however, they are less likely to utilize it since other parking areas are more conveniently located, and will be accessible with the majority of employee/staff parking in the new parking structure.
48.	TIA Figure 2-2 - This site plan does not show the revised OCMC parking structure plan used in the PMP presentation Figure 3.	Comment acknowledged. The TIA report includes an earlier version of the site plan which was current at the time the study was completed. A more recent version has since become available as shown in *Figure 3* of the PMP report. In addition, a supplemental letter has been prepared that looks at the traffic implications

	Comment	Response to Comment
		based on the most current site plan that limits ingress along Foster to southbound right turn only.
49.	TIA Page 5 - This section does not specifically address pedestrian traffic interaction at driveway 1 (Parking structure exit to the sidewalk and Talbert Ave.) Only the crosswalk at Talbert/Foster is mentioned. **2.2 Pedestrian Circulation** Pedestrian circulation for the overall OCMMC campus is currently provided via existing public sidewalks along Talbert Avenue, Foster Street, and Brookhurst Street bordering the project site, which connects to the project's internal walkway. The proposed Project will protect the existing sidewalk along the project frontage and if necessary, repair or reconstruct sidewalks along the project frontage per the City's request. Furthermore, pedestrian connectivity to the existing surface parking lot located on the southwest corner of Talbert Avenue and Foster Street is now provided via a "marked" crosswalk on Foster Street at Talbert Avenue and an "unmarked" crossing on Foster Street at the site driveway that connects to an existing sidewalk system at the main OCMMC campus. The proposed Project will include the construction of a pedestrian bridge that would link the structure at the third level to an elevator and staircase tower located across Foster Street. Additional pedestrian access will be provided at the ground level on the northwest and northeast corners of the parking structure that would provide direct access to the sidewalk on Talbert Avenue thereby allowing pedestrians to cross Foster Street at the existing crosswalk on Foster Street and Talbert Avenue signalized intersection. It should be noted that the proposed design includes a barrier between the pedestrian walkway and Foster Street to deter people from crossing midblock.	The existing sidewalk adjacent to Driveway 1 along Talbert Avenue will be retained to maintain pedestrian connectivity around the new structure, and if damaged during construction, will be re-paired/replaced accordingly as noted in the TIA at the direction of the City.
50.	TIA Page 5 - There is considerable concern for disabled persons, including a blind couple within the Briar and Lemon neighborhood that walk to OCMC and the surrounding area. We have presented our concerns to OCMC and FV for the construction phase and once the parking structure becomes operational. The concerns relate to safety and liability for both OCMC and FV.	Driveway 1 along Talbert Avenue is designed with proper visibility to allow motorists to see pedestrians when exiting the parking structure. As such, the project as proposed would not create unsafe conditions at the driveway. Nevertheless, subject to concurrence by City staff, the Project could install "Watch for Pedestrians" sign at this driveway to alert motorists (employees) of potential pedestrian conflicts as they exit the site.

	Comment	Response to Comment
51.	TIA Page 6 - The onramp traffic signal for southbound 405 freeway also impacts the traffic flow for east bound Talbert Ave. **3.0 EXISTING CONDITIONS** **3.1 Existing Street System** The principal local network of streets serving the proposed Project includes Talbert Brookhurst Street, Foster Street and Ellis Avenue. The following discussion provides synopsis of these key area streets. The descriptions are based on an inventory of existing conditions. **Talbert Avenue** is a five-lane divided roadway west of Foster Street and a six-lane divided east of Foster Street, oriented in the east-west direction, bordering the Project site to th Parking is not permitted along either side of this roadway in the vicinity of the proposed proj posted speed limit on Talbert Avenue is 45 miles per hour (mph). Traffic signals control t intersections of Talbert Avenue at Foster Street and Brookhurst Street. The intersections o Avenue at Driveway 1 and Driveway 4 are unsignalized.	The Project shifts existing traffic volumes/patterns around the OCMC campus. It does not increase traffic to the east of the site; therefore, the Project would not impact the I-405 SB Ramp. As such, revisions to the report are not required. .
52.	TIA Page 6 - Parking is only allowed on Foster St south of the OCMC driveway entrance to the new parking structure. **Foster Street** is a two-lane undivided roadway oriented in the north-south direction. Foster separates the Project site from the main hospital campus. The posted speed limit on Foster St 25 mph. Parking is permitted along both sides of the roadway south of Talbert Avenue. A signal controls the study intersection of Foster Street at Talbert Avenue. The intersection of Street at Driveways 2 & 3 is unsignalized.	Comment acknowledged. The report has been revised to clarify that on-street parking is permitted on Foster Street, south of the OCMC driveways.

	Comment	Response to Comment
53.	TIA Page 7 - This traffic volume data may be out of date since the May 2024 counts were made. May need to be updated for 2027 project completion. **3.3 Existing Traffic Volumes** Vehicular turning movement counts were conducted at the eleven (11) key study locations to the project site during the weekday morning and evening peak commuter periods to deter existing AM and PM peak hour traffic volumes. AM and PM peak hour traffic counts at study intersections were collected by Counts Unlimited, Inc. in May 2024 when local area were in session. The May 2024 counts were grown by an additional 1.0% per year to esta existing Year 2025 baseline condition. ***Figures 3-5*** and ***3-6*** illustrate the existing AM and PM peak hour traffic volumes at the ele key study evaluated in this report, respectively. *Figure 3-6* also presents the daily traffic vo three (3) roadway segments adjacent to the project site. ***Appendix B*** contains the detailed p count sheets for the key intersections evaluated in this report.	The existing baseline year represents the year in which the Project commenced, which is 2025. Therefore, the base year is appropriately represented. Revisions to the report are not required.
54.	TIA Figure 3-5 - These traffic counts need to be updated for a 2027 project completion date. Especially for driveways 1 and 2 and for the Talbert/Foster intersection.	The existing baseline year represents the year in which the Project commenced, which is 2025. Therefore, the

	Comment	Response to Comment
		base year is appropriately represented. Revisions to the report are not required.
55.	TIA Figure 3-6 - These traffic counts need to be updated for a 2027 project completion date. Especially for driveways 1 and 2 and for the Talbert/Foster intersection.	The existing baseline year represents the year in which the Project commenced, which is 2025. Therefore, the base year is appropriately represented. Revisions to the report are not required.

	Comment	Response to Comment
		
56.	TIA Page 8 - These intersection conditions need to be updated for a 2027 project completion date. **3.4 Existing Intersection Conditions** Existing AM and PM peak hour operating conditions for the eleven (11) key study int were evaluated using the *Intersection Capacity Utilization* (ICU) methodology for intersections and the methodology outlined in the *Highway Capacity Manual* (H unsignalized intersections per the Cities of Fountain Valley requirements.	The existing baseline year represents the year in which the Project commenced, which is 2025. Therefore, the base year is appropriately represented. Revisions to the report are not required.
57.	TIA Page 12 - These intersection conditions need to be updated for a 2027 project completion date.	The existing baseline year represents the year in which the Project commenced, which is 2025. Therefore, the base year is appropriately represented. Revisions to the report are not required.

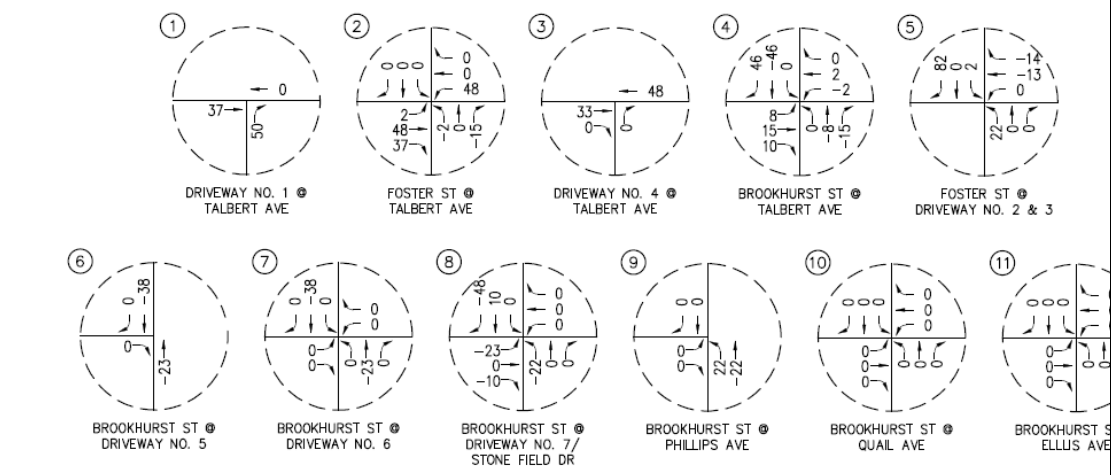
Comment		Response to Comment
	TABLE 3-3 **EXISTING PEAK HOUR INTERSECTION CAPACITY ANALYSIS**	

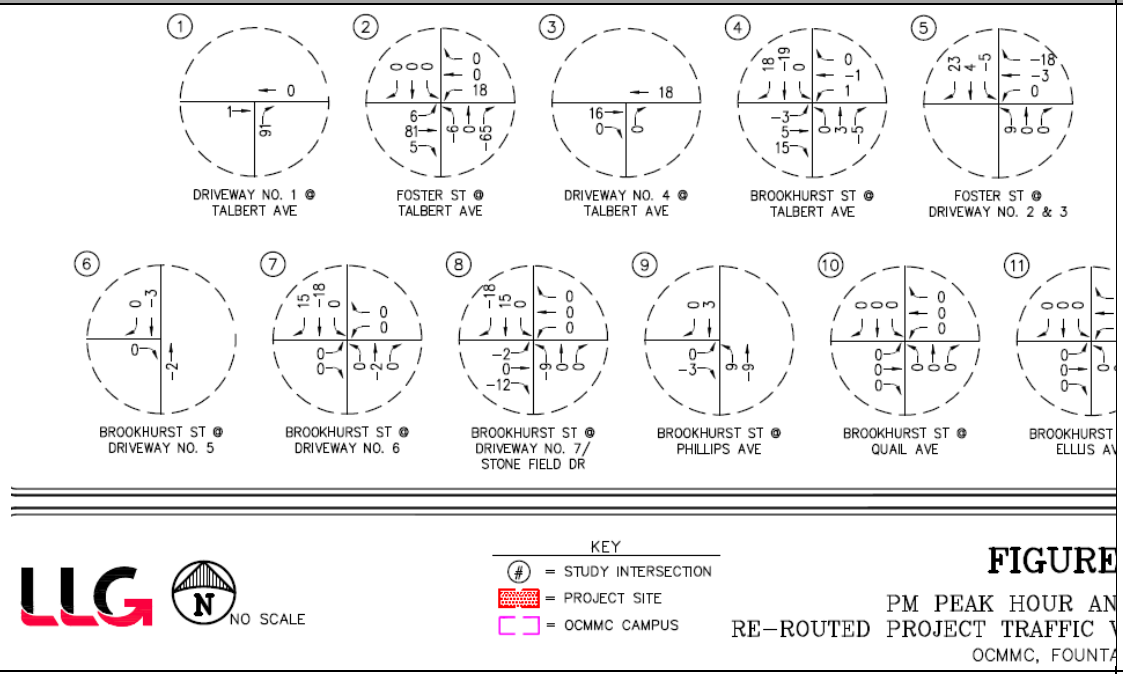
	Key Intersection	Jurisdiction	Time Period	Minimum Acceptable LOS	Control Type	ICU/HCM
1.	Driveway 1 at Talbert Avenue	Fountain Valley	AM PM	D	One-Way Stop	16.5 s/v 13.8 s/v
2.	Foster Street at Talbert Avenue	Fountain Valley	AM PM	D	5Ø Traffic Signal	0.454 0.505
3.	Driveway 4 at Talbert Avenue	Fountain Valley	AM PM	D	One-Way Stop	16.8 s/v 16.9 s/v
4.	Brookhurst Street at Talbert Avenue	Fountain Valley	AM PM	D	8Ø Traffic Signal	0.588 0.637
5.	Foster Street at Driveways 2 & 3	Fountain Valley	AM PM	D	Two-Way Stop	12.4 s/v 12.6 s/v
6.	Brookhurst Street at Driveway 5	Fountain Valley	AM PM	D	One-Way Stop	19.8 s/v 20.4 s/v
7.	Brookhurst Street at Driveway 6	Fountain Valley	AM PM	D	Two-Way Stop	**52.2 s/v** **181.1 s/v**
8.	Brookhurst Street at Driveway 7/Stone Field Drive	Fountain Valley	AM PM	D	5Ø Traffic Signal	0.344 0.482
9.	Brookhurst Street at Philips Avenue	Fountain Valley	AM PM	D	One-Way Stop	21.8 s/v 28.0 s/v
10.	Brookhurst Street at Quail Avenue	Fountain Valley	AM PM	D	5Ø Traffic Signal	0.349 0.484
11.	Brookhurst Street at Ellis Avenue	Fountain Valley	AM PM	D	8Ø Traffic Signal	0.531 0.560

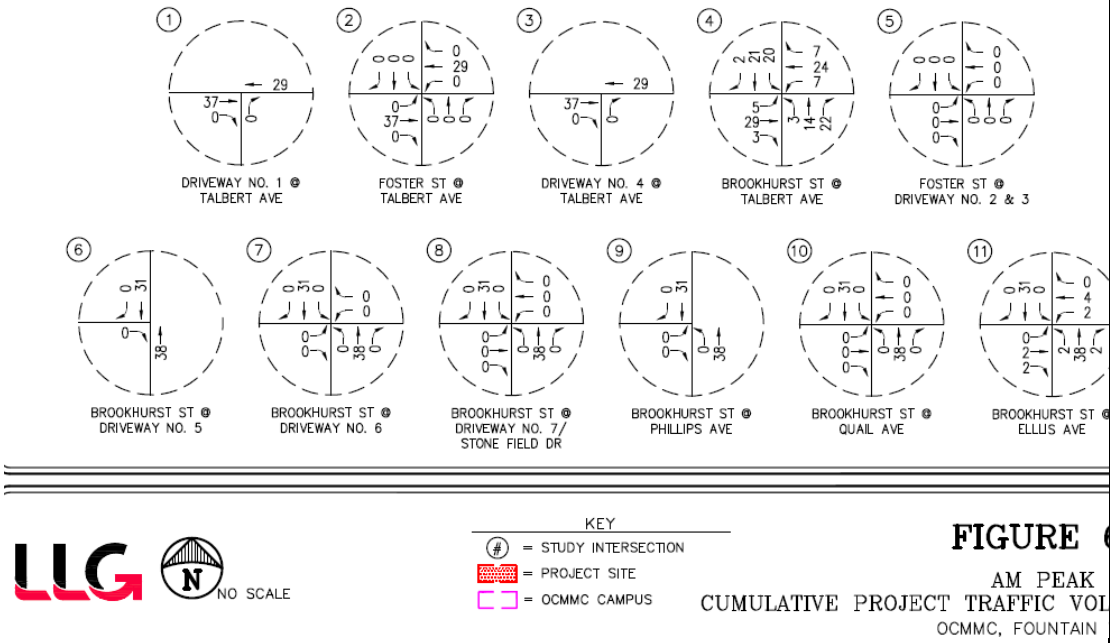
58.	TIA Page 14 - Needs new OCMC employee information to update this section. OCMC reports a current staff of 1900. 600 Nurses on 2 shifts (7AM-7PM and 7PM-7AM) and 700 Other general staff on day shift (8AM-5PM)	The OCMC staff information reflects the most current data available at the commencement of this study in 2025. OCMC has a total staff of approximately 1,900

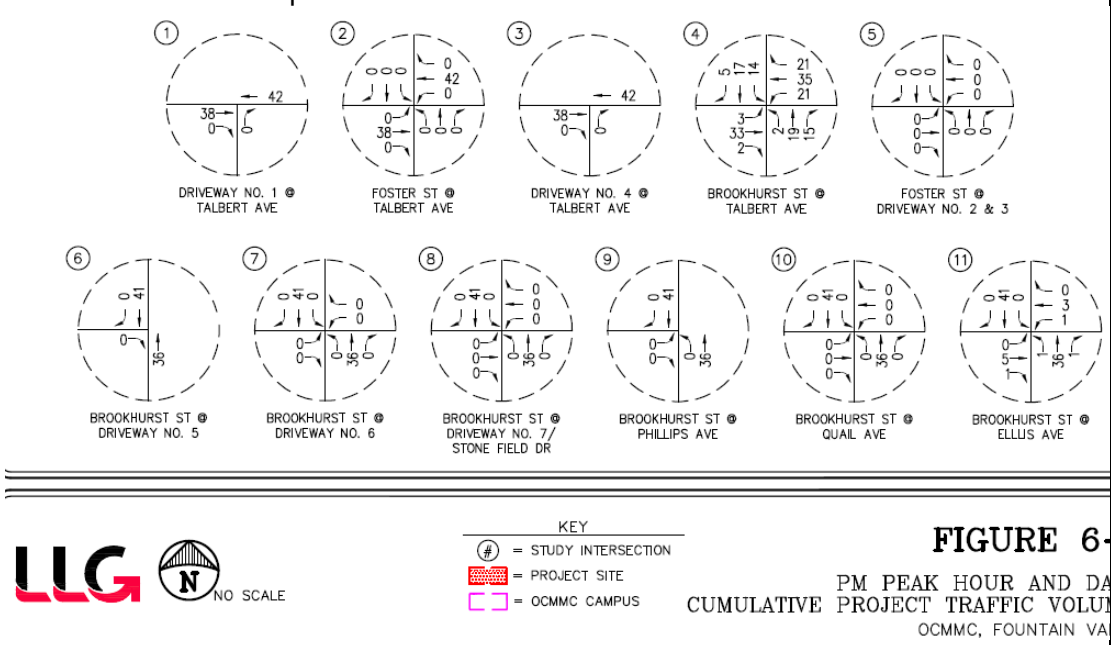
	Comment	Response to Comment
	5.0 PROJECT TRAFFIC CHARACTERISTICS Given the proposed Project is intended to accommodate existing OCMMC parking dema will not generate any new trips to the area, an estimate of the trips that would be re-route implementation of the Project was conducted utilizing employee information schedule/shift changes The hospital has a current staff of 1,300 employees, with approximately 600 employe Nursing staff is predominantly on a two 12-hour shifts working 7:00 AM to 7:00 PM and 7:00 AM, whereas other departments are on an 8-hour shift, typically, 8:00 AM to 5:00 minus an hour earlier or later. Using the information above, the trips generated by the s categorized into employee trips and visitor trips which have been re-routed based o parking area/designations. The anticipated AM and PM peak hour traffic volume re-routes associated with t Project, as discussed below, are presented in ***Figures 5-1*** and ***5-2***, respectively. *Fig* presents the daily traffic volumes at three (3) roadway segments adjacent to the project si	employees, of which 1,300 are representative of a typical daily staffing level. There are no future increases anticipated by the project. As such, revisions to the report are not required.
59.	TIA Page – 14 These staff trips need to be updated for a current staff of 1900 for 2027.	The OCMC staff information reflects the most current data available at the commencement of this study in 2025. OCMC has a total staff of approximately 1,900 employees, of which 1,300 are representative of a

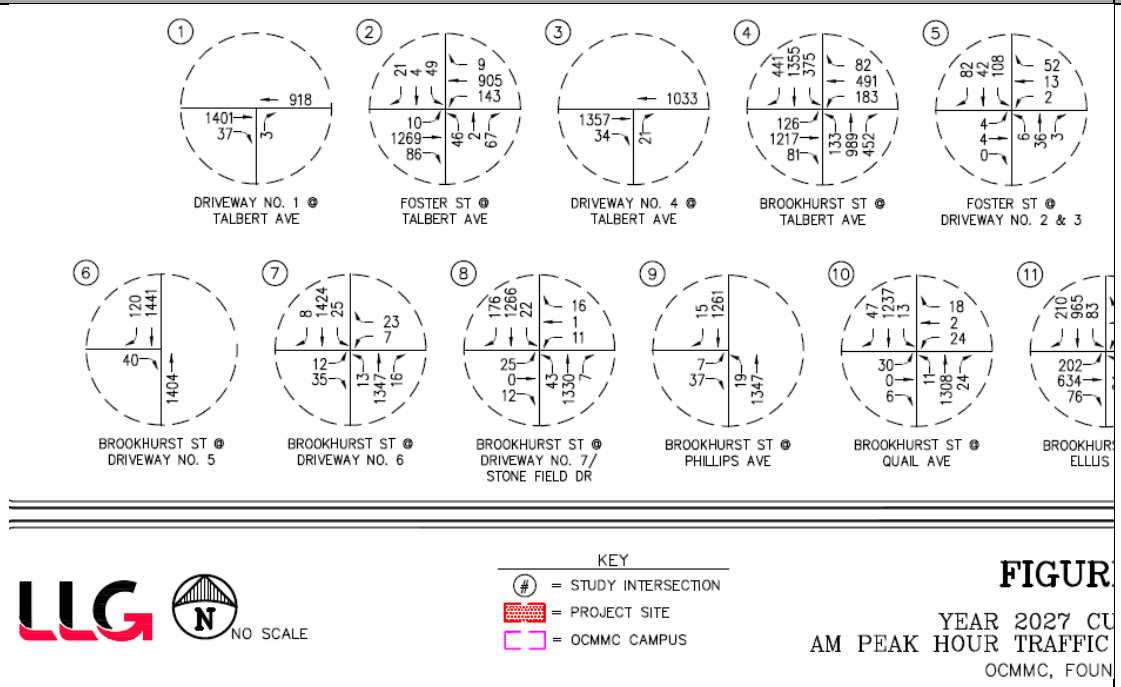
	Comment	Response to Comment
	5.1 Employee Trips ***Table 5-1*** presents the existing employee trip generation for OCMMC. With a focus on conditions, a review of the current shift times (i.e. employee clock in/clock out data) in provided by OCMMC indicates that the medical center complex generates approximat daily employee trips, with a peak of 346 employee trips (248 inbound and 98 outbound) between 7:00 AM to 8:00 AM and 246 employee trips (100 inbound and 146 outbound) between 7:00 PM to 8:00 PM. It should be noted that this study conservatively evaluate peak employee shift hour, which falls outside of the typical PM peak hour of the traffic c the employee trips during the typical PM peak hour of the traffic counts would be lower th being analyzed).	typical daily staffing level. There are no future increases anticipated by the project. As such, revisions to the report are not required.
60.	TIA Page 14 - Table 5.1 needs updated to address the current 1900 staff for 2027. Based on the current parking supply, approximately 50% of employees park in the ex lot on Foster Street while the remaining 50% of employees park in the existing parking the main campus. As such, 50% of the employee trips presented in *Table 5-1* have b from the main campus to the proposed parking structure as part of the proposed Project.	The OCMC staff information reflects the most current data available at the commencement of this study in 2025. OCMC has a total staff of approximately 1,900 employees, of which 1,300 are representative of a typical daily staffing level. There are no future increases anticipated by the project. As such, revisions to the report are not required.
61.	TIA Page 14 - Need to update this data based on 1900 staff and a 2027 project completion. ***Appendix D*** includes the employee clock in/out data for the weekday and weekend periods two-week period of January 21, 2024 to February 3, 2024.	The OCMC staff information reflects the most current data available at the commencement of this study in 2025. OCMC has a total staff of approximately 1,900 employees, of which 1,300 are representative of a typical daily staffing level. There are no future increases anticipated by the project. As such, revisions to the report are not required.
62.	TIA Figure 5-1 - This data is not correct for the revised parking structure and a 2027 anticipated traffic flow	The OCMC staff information reflects the most current data available at the commencement of this study in

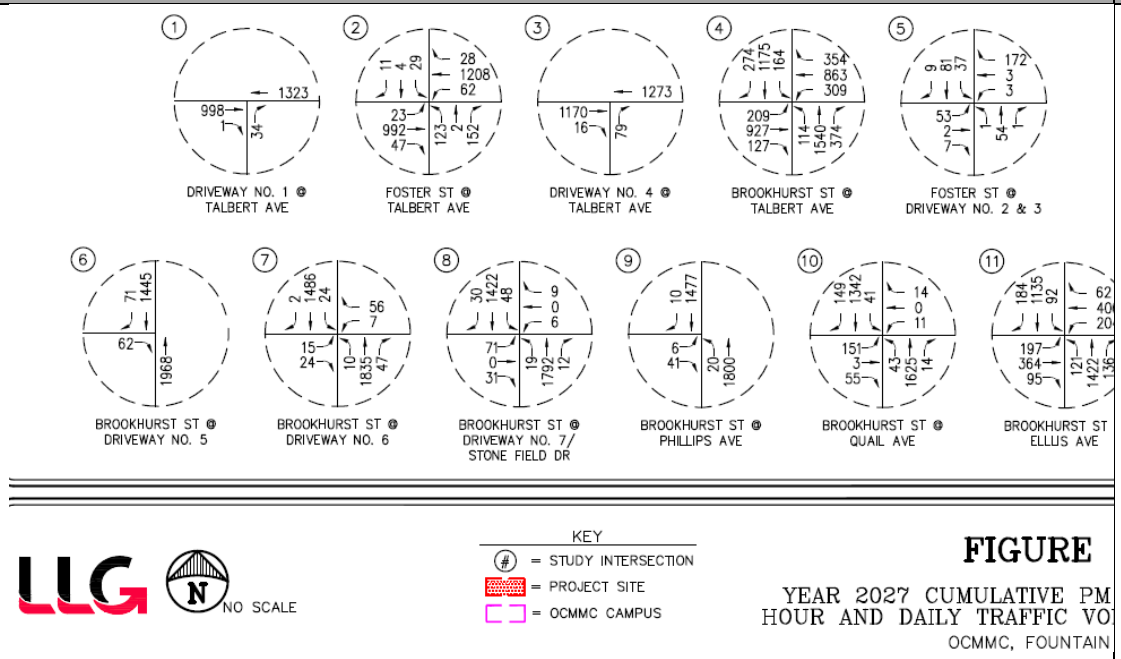
	Comment	Response to Comment
		2025. OCMC has a total staff of approximately 1,900 employees, of which 1,300 are representative of a typical daily staffing level. There are no future increases anticipated by the project. As such, revisions to the report are not required.
63.	TIA Figure 5-2 - These traffic counts need to be updated for a 2027 project completion date. Especially for driveways 1 and 2 and for the Talbert/Foster intersection.	The OCMC staff information reflects the most current data available at the commencement of this study in 2025. OCMC has a total staff of approximately 1,900 employees, of which 1,300 are representative of a

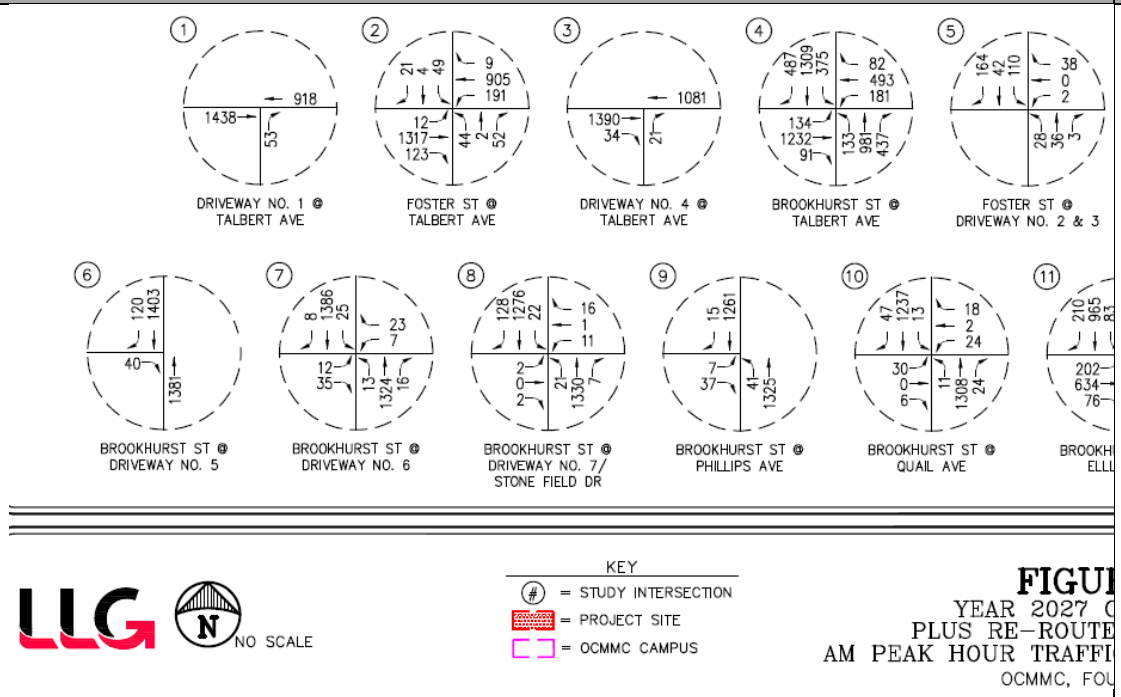
	Comment	Response to Comment
		typical daily staffing level. There are no future increases anticipated by the project. As such, revisions to the report are not required.
64.	TIA Page 16 - This chart needs updated for the current 1900 staff and for a 2027 project completion date. **TABLE 5-1** **EXISTING OCMMC EMPLOYEE TRIP GENERATION[2]** **Project Description** / **Daily 2-Way** / **AM Peak Employee Shift Hour (7:00AM to 8:00AM)** Enter / Exit / Total / **PM Peak Em Shift Ho (7:00PM to 8** Enter / Exit *Proposed Project – Existing Employee Generation Forecast:* ▪ OCMMC Employees/Staff (1,300) — 1,734 — 248 — 98 — 346 — 100 — 146	The OCMC staff information reflects the most current data available at the commencement of this study in 2025. OCMC has a total staff of approximately 1,900 employees, of which 1,300 are representative of a typical daily staffing level. There are no future increases anticipated by the project. As such, revisions to the report are not required.
65.	TIA Page 17 - Are these predications accurate for 2027?	The methodology to estimate Year 2027 traffic volumes is appropriate and was developed in

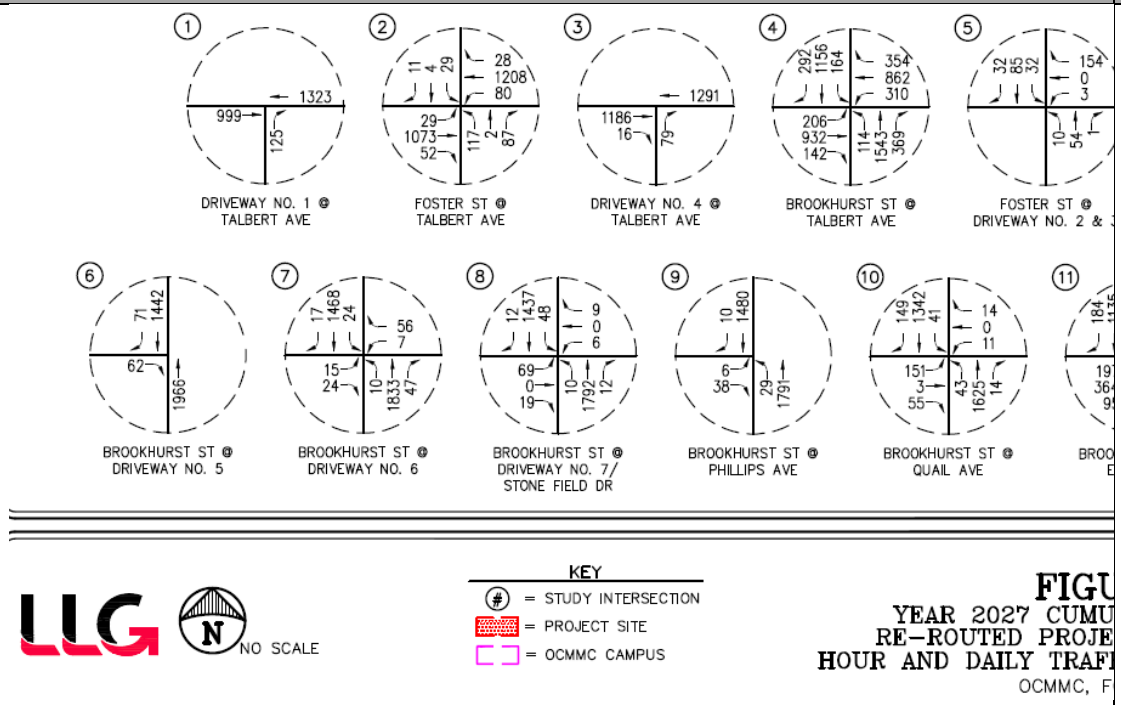
	Comment	Response to Comment
	6.0 FUTURE TRAFFIC CONDITIONS **6.1 Ambient Traffic Growth** Horizon year, background traffic growth estimates have been calculated using an ambient factor. The ambient traffic growth factor is intended to include unknown and future cum projects in the study area, as well as account for regular growth in traffic volumes due development of projects outside the study area. The future growth in traffic volumes ha calculated at one percent (1.0%) per year. Applied to the Year 2025 existing traffic volum factor results in a 2.0% growth in existing volumes to the near-term horizon year 2027.	coordination with City staff. As such, revisions to the report are not required.
66..	TIA Figure 6-2 - These traffic counts need to be updated for a 2027 project completion date. Especially for driveways 1 and 2 and for the Talbert/Foster intersection. 	Figure 6-2 presents traffic volumes for cumulative projects only. Revisions to the report are not required.
67.	TIA Figure 6-3 - The values for Driveways 1, 2 and Foster St do not seem correct for PM peak hour traffic. Talbert Ave is always backed up to the Lemon and Briar Street exits onto Talbert Ave during AM and PM rush hours due to the unsynchronized traffic light at	Figure 6-3 presents traffic volumes for cumulative projects only. Revisions to the report are not required.

	Comment	Response to Comment
	Talbert/Foster intersection. Backup at Brookhurst and the 405 south bound on ramp also contribute to the backups. 	
68.	TIA Figure 6-4 - The values for Driveways 1, 2 and Foster St do not seem correct for PM peak hour traffic. Talbert Ave is always backed up to the Lemon and Briar Street exits onto Talbert Ave during AM and PM rush hours due to the unsynchronized traffic light at Talbert/Foster intersection. Backup at Brookhurst and the 405 south bound on ramp also contribute to the backups.	The methodology to estimate Year 2027 Cumulative traffic volumes is appropriate and was developed in coordination with City staff. Accordingly, the traffic volumes are considered to be accurately represented, and revisions to the report are not required.

	Comment	Response to Comment
		
69.	TIA Figure 6-5 - The values for Driveways 1, 2 and Foster St do not seem correct for PM peak hour traffic. Talbert Ave is always backed up to the Lemon and Briar Street exits onto Talbert Ave during AM and PM rush hours due to the unsynchronized traffic light at Talbert/Foster intersection. Backup at Brookhurst and the 405 south bound on ramp also contribute to the backups.	The methodology to estimate Year 2027 Cumulative traffic volumes is appropriate and was developed in coordination with City staff. Accordingly, the traffic volumes are considered to be accurately represented, and revisions to the report are not required.

	Comment	Response to Comment
		
70.	TIA Figure 6-6 - The values for Driveways 1, 2 and Foster St do not seem correct for PM peak hour traffic. Talbert Ave is always backed up to the Lemon and Briar Street exits onto Talbert Ave during AM and PM rush hours due to the unsynchronized traffic light at Talbert/Foster intersection. Backup at Brookhurst and the 405 south bound on ramp also contribute to the backups.	The methodology to estimate Year 2027 Cumulative Plus Re-routed Project traffic volumes is appropriate and was developed in coordination with City staff. Accordingly, the traffic volumes are considered to be accurately represented, and revisions to the report are not required.

	Comment	Response to Comment
		
71.	TIA Figure 6-7 - The values for Driveways 1, 2 and Foster St do not seem correct for PM peak hour traffic. Talbert Ave is always backed up to the Lemon and Briar Street exits onto Talbert Ave during AM and PM rush hours due to the unsynchronized traffic light at Talbert/Foster intersection. Backup at Brookhurst and the 405 south bound on ramp also contribute to the backups.	The methodology to estimate Year 2027 Cumulative Plus Re-routed Project traffic volumes is appropriate and was developed in coordination with City staff. Accordingly, the traffic volumes are considered to be accurately represented, and revisions to the report are not required.

	Comment	Response to Comment
		
72.	TIA Page 24 - The values for Driveways 1 and Foster St do not seem correct for AM/PM peak hour traffic. Talbert Ave is always backed up to the Lemon and Briar Street exits onto Talbert Ave during AM and PM rush hours due to the unsynchronized traffic light at Talbert/Foster intersection. Backup at Brookhurst and the 405 south bound on ramp also contribute to the backups.	The methodology to estimate Year 2027 Cumulative volumes without and with Re-routed Project traffic is appropriate and was developed in coordination with City staff. Accordingly, the LOS analysis provided within Table 8-1 is considered to be accurately

	Comment	Response to Comment
	TABLE 8-1 **YEAR 2027 CUMULATIVE PEAK HOUR INTERSECTION CAPACITY ANALYSIS**	represented, and revisions to the report are not required.

	Key Intersections	Minimum Acceptable LOS	Time Period	(1) Existing Traffic Conditions ICU/HCM	(1) LOS	(2) Year 2027 Cumulative Traffic Conditions ICU/HCM	(2) LOS	(3) Year 2027 Cumulative Plus Re-Routed Project Trips Traffic Conditions ICU/HCM	(3) LOS	(4) Exceed LOS Criteria Increase	(4) Yes/No	Y IC
1.	Driveway 1 at Talbert Avenue	D	AM	16.5 s/v	C	17.1 s/v	C	19.7 s/v	C	2.6 s/v	No	
			PM	13.8 s/v	B	14.3 s/v	B	17.2 s/v	C	2.9 s/v	No	
2.	Foster Street at Talbert Avenue	D	AM	0.454	A	0.469	A	0.505	A	0.036	No	
			PM	0.505	A	0.526	A	0.500	A	-0.026	No	
3.	Driveway 4 at Talbert Avenue	D	AM	16.8 s/v	C	17.4 s/v	C	17.8 s/v	C	0.4 s/v	No	
			PM	16.9 s/v	C	17.7 s/v	C	17.9 s/v	C	0.2 s/v	No	
4.	Brookhurst Street at Talbert Avenue	D	AM	0.588	A	0.617	B	0.617	B	0.000	No	
			PM	0.637	B	0.670	B	0.670	B	0.000	No	
5.	Foster Street at Driveways 2 & 3	D	AM	12.4 s/v	B	12.4 s/v	B	8.9 s/v	B	-3.5 s/v	No	
			PM	12.6 s/v	B	12.7 s/v	B	9.3 s/v	A	-3.4 s/v	No	
6.	Brookhurst Street at Driveway 5	D	AM	19.8 s/v	C	20.6 s/v	C	20.1 s/v	C	-0.5 s/v	No	
			PM	20.4 s/v	C	21.5 s/v	C	21.5 s/v	C	0.0 s/v	No	
7.	Brookhurst Street at Driveway 6	D	AM	**52.2 s/v**	**F**	**61.9 s/v**	**F**	**56.1 s/v**	**F**	-5.8 s/v	No	
			PM	**181.1 s/v**	**F**	**251.1 s/v**	**F**	**243.1 s/v**	**F**	-8.0 s/v	No	
8.	Brookhurst Street at Driveway 7/Stone Field Drive	D	AM	0.344	A	0.356	A	0.343	A	-0.013	No	
			PM	0.482	A	0.495	A	0.487	A	-0.008	No	
9.	Brookhurst Street at Philips Avenue	D	AM	21.8 s/v	C	23.3 s/v	C	24.6 s/v	C	1.3 s/v	No	
			PM	28.0 s/v	D	30.8 s/v	D	32.4 s/v	D	1.6 s/v	No	

Notes:
- s/v = seconds per vehicle (delay)
- **BOLD ICU/HCM/LOS** indicates unacceptable service level

73.	TIA Page 27 - The data for Talbert at Foster Eastbound back to driveway 1 (Parking Structure Exit) shows an inadequate storage (Backup of vehicles in line) for year 2027 based on current and post construction estimations.	The eastbound queues at Foster Street/Talbert Avenue extend past Driveway 1 on Talbert Avenue. As part of the proposed Project, it is recommended to update signal timing and/or upgrade traffic signal equipment at the intersection of Foster Street at Talbert Avenue to improve traffic flow and queuing along Talbert Avenue.

Comment	Response to Comment

TABLE 9-1

INTERSECTION PEAK HOUR QUEUING ANALYSIS[6]

Key Intersections	Storage Provided (feet)	(1) Year 2027 Cumulative Traffic Conditions				(2) Year 2027 Cumulative Plus Pr	
		AM Peak Hour		PM Peak Hour		AM Peak Hour	
		95th Percentile Queue/ Min. Storage Required (feet)	Adequate Storage (Yes/No)	95th Percentile Queue/ Min. Storage Required (feet)	Adequate Storage (Yes/No)	95th Percentile Queue/ Min. Storage Required (feet)	Adequate Storage (Yes/No)
2. Foster Street at Talbert Avenue							
Northbound Left-Turn	50	26	Yes	87[7]	Yes	33	Yes
Northbound Through/Right	210	37	Yes	105	Yes	38	Yes
Southbound Left-Turn	50	30	Yes	25	Yes	39	Yes
Eastbound Left-Turn	105	25	Yes	25	Yes	25	Yes
Eastbound Through	250[8]	**350**	**No**	245	Yes	**451**	**No**
Eastbound Through/Right	250[8]	**370**	**No**	**253**	**No**	**461**	**No**
Westbound Left-Turn	180	85	Yes	32	Yes	169	Yes
Westbound Right-Turn	85	25	Yes	25	Yes	25	Yes
4. Brookhurst Street at Talbert Avenue							
Northbound Left-Turn[9]	180	97	Yes	84	Yes	101	Yes
Northbound Right-Turn	150	289	Yes[10]	320	Yes[10]	282	Yes[10]

6 Queues are based on HCM 95th Percentile methodology.
7 The spillover queue can be accommodated within the transition.
8 The provided storage is measured to Driveway 1.
9 Dual left-turn lanes.
10 The spillover queue can be accommodated by the adjacent northbound through/right lane.

74.	TIA Page 27 - The currently (2026) observed traffic backup for the eastbound Talbert/Foster intersection plus backups to the Lemon and Briar St exits entering Talbert from the adjoining neighborhood is a problem and needs to be reevaluated.	While intermittent blockage of Briar Street and Lemon Street may occur due to existing eastbound queues on Talbert Avenue, it is not uncommon for unsignalized roadways to experience longer delay due to heavy volumes on the major street, like Talbert Avenue.

	Comment	Response to Comment
	TABLE 9-1 INTERSECTION PEAK HOUR QUEUING ANALYSIS[6]	Furthermore, this condition is unrelated to project access or circulation. The project does not route traffic through these local streets, and project trips represent a negligible contribution to overall eastbound volumes on Talbert Avenue. Furthermore, a review of crash data from the past five years indicate no reported crashes along this segment of Talbert Avenue; thus the existing queueing issues do not result in adverse safety issues. Therefore, the project would not exacerbate the existing access limitations experienced at these locations or result in any additional safety concerns. It should be noted that as part of the proposed Project, updates to signal timing and/or upgrades to the traffic signal equipment at the intersection of Foster Street at Talbert Avenue is recommended to improve traffic flow and queuing along Talbert Avenue.
75.	TIA Page 29 - See additional inputs to Sections 10.0 and 12.0 in the attached separate Lemon/Briar St Neighborhood Concerns and Inputs to the RMD 3/23/26.pdf	Comment acknowledged.
76.	TIA Page 29 - Driveway 1 is currently an entrance/exit. At project completion it is an exit only to Talbert.	Comment acknowledged.

Key Intersections	Storage Provided (feet)	(1) Year 2027 Cumulative Traffic Conditions – AM Peak Hour: 95th Percentile Queue/ Min. Storage Required (feet)	AM Peak Hour: Adequate Storage (Yes/No)	PM Peak Hour: 95th Percentile Queue/ Min. Storage Required (feet)	PM Peak Hour: Adequate Storage (Yes/No)	(2) Year 2027 Cumulative Plus Pr – AM Peak Hour: 95th Percentile Queue/ Min. Storage Required (feet)	AM Peak Hour: Adequate Storage (Yes/No)	9
2. Foster Street at Talbert Avenue								
Northbound Left-Turn	50	26	Yes	87[7]	Yes	33	Yes	
Northbound Through/Right	210	37	Yes	105	Yes	38	Yes	
Southbound Left-Turn	50	30	Yes	25	Yes	39	Yes	
Eastbound Left-Turn	105	25	Yes	25	Yes	25	Yes	
Eastbound Through	250[8]	**350**	**No**	245	Yes	**451**	**No**	
Eastbound Through/Right	250[8]	**370**	**No**	**253**	**No**	**461**	**No**	
Westbound Left-Turn	180	85	Yes	32	Yes	169	Yes	
Westbound Right-Turn	85	25	Yes	25	Yes	25	Yes	
4. Brookhurst Street at Talbert Avenue								
Northbound Left-Turn[9]	180	97	Yes	84	Yes	101	Yes	
Northbound Right-Turn	150	289	Yes[10]	320	Yes[10]	282	Yes[10]	

6 Queues are based on HCM 95th Percentile methodology.
7 The spillover queue can be accommodated within the transition.
8 The provided storage is measured to Driveway 1.
9 Dual left-turn lanes.
10 The spillover queue can be accommodated by the adjacent northbound through/right lane.

	Comment	Response to Comment
	10.0 SITE ACCESS EVALUATION **10.1 Site Access** Access to the medical center complex is currently provided via five locations along t on Brookhurst Street, Talbert Avenue and Foster Street. Primary Patient/Visitor Acc by the driveways on Talbert and Foster. Primary emergency and service access, as we patient/visitor access, is provided via three existing driveways on Brookhurst S employee/staff access is provided via Driveway 1 on Talbert Avenue, the drivew Street, and the signalized driveway on Brookhurst Street. Vehicular access to the proposed Project (i.e. proposed parking structure) is now prov access" driveway on Foster Street and a "right-turn in/out only" driveway on Talber the implementation of the Project, vehicular access to the Project site is proposed to a two-lane "gated entry-only access" driveway on Foster Street and a "gated right- driveway on Talbert Avenue. *Table 8-1* summarizes the intersection operations at the project driveways unc cumulative traffic conditions without and with the proposed Project. Review of *Tab* that the Project driveways are forecast to operate at acceptable levels of service duri PM peak hours for Year 2027 Cumulative traffic conditions without and with the prop	
77.	TIA Page 29 - See additional inputs to Sections 10.0, 12.0 and 13 in the attached separate Lemon/Briar St Neighborhood Concerns and Inputs to the MND 3/23/26.pdf	Comment acknowledged.
78.	TIA Page 39 - This Sight Distance Evaluation treats driveway 1 as though it's a cross street entering a main street. Driveway 1 is a special driveway and should be addressed as such.	The sight distance analysis for Driveway 1 was appropriately completed per the Caltrans *Highway Design Manual* (HDM) and has been reviewed and approved by City staff. As such, revisions to the report are not required.

	Comment	Response to Comment
	▪ ***Sight Distance Evaluation*** – Based on the application of corner sight distance crite lines at Driveway 1 is expected to be adequate as long as obstructions within the si are minimized. It should be noted that it is common driver behavior to stop at the then creep forward until proper visibility is provided. *Figure 10-1* shows that a veh forward without impeding the eastbound travel lane and have adequate sightlines.	
79.	TIA Page 40 - See additional inputs to Sections 10.0, 12.0 and 13 in the attached separate Lemon/Briar St Neighborhood Concerns and Inputs to the MND 3/23/26.pdf	Comment acknowledged.
Additional Inputs to Section 10.0, 12.0 and 13.0		
80.	Section 10.0 Site Access Evaluation Review and Section 13.0 Summary of Findings and Conclusion including Other General Concerns/Inputs	Comment acknowledged.
81.	TIA Page 29 - Section 10.1 Driveway 1 on Talbert is currently an entrance/exit point. At project completion driveway 1 will become an exit point only. Additionally, the parking structure is designed so that the	Comment acknowledged.

	Comment	Response to Comment
	exit from the parking structure is two lanes, and each lane must pass thru an exit gate. Badge or push button activation is unknown. **10.0 SITE ACCESS EVALUATION** **10.1 Site Access** Access to the medical center complex is currently provided via five locations along the site frontage on Brookhurst Street, Talbert Avenue and Foster Street. Primary Patient/Visitor Access is provided by the driveways on Talbert and Foster. Primary emergency and service access, as well as secondary patient/visitor access, is provided via three existing driveways on Brookhurst Street. Primary employee/staff access is provided via Driveway 1 on Talbert Avenue, the driveways on Foster Street, and the signalized driveway on Brookhurst Street. Vehicular access to the proposed Project (i.e. proposed parking structure) is now provided via a "full access" driveway on Foster Street and a "right-turn in/out only" driveway on Talbert Avenue. With the implementation of the Project, vehicular access to the Project site is proposed to be provided via a two-lane "gated entry-only access" driveway on Foster Street and a "gated right-turn exit-only" driveway on Talbert Avenue. *Table 8-1* summarizes the intersection operations at the project driveways under Year 2027 cumulative traffic conditions without and with the proposed Project. Review of *Table 8-1* indicates that the Project driveways are forecast to operate at acceptable levels of service during the AM and PM peak hours for Year 2027 Cumulative traffic conditions without and with the proposed Project.	
82.	Driveway 2 on Foster will be an entrance point only to the parking structure. Current plans show that a curb has been added to the entrance to make this entrance a single lane right turn only for the south bound traffic entering from Foster. Once the traffic enters the single lane entrance, it will then expand to two lanes to handle any backup entering the structure and approach the badge-controlled gates.	Comment acknowledged.
83.	Additionally current plans for the parking structure show "NO LEFT TURN" signs added to driveway 2 on Foster. It is mentioned somewhere in the MND that the "NO LEFT TURN" signs are to discourage the staff from using Phillips St as an approach to the parking structure and reduce traffic in that neighborhood.	Comment acknowledged. In addition, a supplemental letter has been prepared that looks at the traffic implications based on the most current site plan that limits ingress along Foster to southbound right turn only.
84.	If a vehicle approach's the parking structure via Phillips/Foster and they cannot turn left into the parking structure, then they will have to proceed north onto Foster and find a way	Employees are familiar with the site and will adjust their patterns as needed to eliminate any unnecessary circulation. In addition, a supplemental letter has been prepared that looks at the traffic implications based on

	Comment	Response to Comment
	to circle back to a south bound approach on Foster to be able to enter the parking structure. Just another situation that can cause more traffic congestion on Talbert.	the most current site plan that limits ingress along Foster to southbound right turn only.
85.	TIA Page 35 - Section 12.0 Recommended Intersection Improvements. This section recommends the addition of "KEEP CLEAR" markings on eastbound Talbert prior to driveway 1 exit. This is fine and good as it may help the exiting cars from the parking structure to merge into the Talbert traffic flow. **12.1 Project Specific Improvements** It is recommended that the following improvements be implemented with the construc proposed Project: ➢ **No. 1 – Driveway 1 at Talbert Avenue:** Stripe a "Keep Clear" pavement n Talbert Avenue to help facilitate egress from the proposed Project and to r congestion within the parking structure. These improvements are subject to t approval of the City of Fountain Valley. ***Figure 12-1*** presents the conceptual improvement plan for the proposed improvements	Per the City's direction, "Keep Clear" pavement markings are no longer recommended. Instead, the report has been revised to recommend signal timing and/or upgrades to the traffic signal equipment at the intersection of Foster Street at Talbert Avenue to improve traffic flow and queuing along Talbert Avenue.
Parking Management Plan (PMP) Comments		
86.	PMP Page 3 - OCMC shows 1900 Staff in their presentations. This increase in staff may affect the results shown in this section of the MND. *Employee Work Schedule* With the relocation of hospital uses into he adjacent medical office buildings, th number of hospital employees increased to 1,300 employees, with approximate employees per shift.	The OCMC staff information reflects the most current data available at the commencement of this study in 2025. OCMC has a total staff of approximately 1,900 employees, of which 1,300 are representative of a typical daily staffing level. There are no future increases anticipated by the project. As such, revisions to the report are not required.

	Comment	Response to Comment
87.	PMP Page 3 - Don't agree with the peak hours shown here. Do not match shift hours given by OCMC. Nursing staff is predominantly on a two 12-hour shifts working between 7:00 AM – 7:00 PM and 7:00 PM to 7:00 AM, whereas other departments within the OCMC campus are on an 8-hour shift, typically, 8:00 AM to 5:00 PM, plus or minus an hour earlier or later. With a focus on weekday conditions, a review of the current shift times (i.e. employee clock in / clock out data) information provided by OCMC indicates that the morning peak hour occurs between 7:00 AM and 8:00 AM, whereas the afternoon and evening hours occur between 3:30 PM and 4:30 PM and 6:30 PM and 7:30 PM, respectively.	The peak hours are based on shift information provided by OCMC.
88.	PMP Page 3 - Attachment A data is out of date for this project which probably won't be operational until sometime in 2027. It uses 2024 staffing data. Need to revisit and update the conclusions herein. ***Attachment A,*** located at rear of this letter report includes the employee clock in/out data for the weekday and weekend periods for the two-week period of January 21, 2024, to February 3, 2024.	The OCMC staff information reflects the most current data available at the commencement of this study in 2025. OCMC has a total staff of approximately 1,900 employees, of which 1,300 are representative of a typical daily staffing level. There are no future increases anticipated by the project. As such, revisions to the report are not required.

<table>
<tr><th colspan="2">Comment</th><th>Response to Comment</th></tr>
<tr><td>89.</td><td>There is a question as to how the minimum requirement for 1585 spaces was derived. OCMC shows a total staff of 1900 consisting of 1200 nursing staff (600 per shift) and 700 other staff. If you assume each staff member drives their own car (highly unlikely) then you would potentially need up to 1900 parking spaces required during the hours of shift changes on weekdays due to overlapping shift arrivals/departures.

The 3 shifts, Nurses 1 arriving/leaving, Nurses 2 arriving/leaving, and Others arriving between 7AM-8AM and leaving between 5PM-6PM show the greatest impact during those hours.

The table below shows the traffic flow in/out of the OCMC facility including ground parking, the existing parking structure and the new parking structure. The Nurse shifts work seven day/week. The other day shift only works weekdays. Any offsite parking used by OCMC staff which would reduce the parking requirements at the OCMC facility is not included.

The times of greatest potential congestion are shown in yellow.

<table>
<tr><th>Time</th><th>Shifts</th><th>IN/Out</th><th>Working</th></tr>
<tr><td>6AM-7AM</td><td>Nurses 1 Arrive</td><td>+600</td><td></td></tr>
<tr><td>7AM-7PM</td><td>Nurses 1 Work</td><td></td><td>+600</td></tr>
<tr><td>7PM-8PM</td><td>Nurses 1 Leave</td><td>-600</td><td></td></tr>
<tr><td>6PM-7PM</td><td>Nurses 2 Arrive</td><td>+600</td><td></td></tr>
<tr><td>7PM-7AM</td><td>Nurses 2 Work</td><td></td><td>+600</td></tr>
<tr><td>7AM-8AM</td><td>Nurses 2 Leave</td><td>-600</td><td></td></tr>
<tr><td>7AM-8AM</td><td>Others Arrive</td><td>+700</td><td></td></tr>
<tr><td>8AM-5PM</td><td>Others Work</td><td></td><td>+700</td></tr>
<tr><td>5PM-6PM</td><td>Others Leave</td><td>-700</td><td></td></tr>
<tr><td>Totals</td><td></td><td>1200-1300/Shift Change</td><td>+/-1300/Shift</td></tr>
</table></td><td>With the construction of the new parking structure, OCMC would result in a 550-space net increase in parking for a total campus wide parking supply of 1,903 spaces. The PMP report identifies parking management strategies to ensure that adequate parking is provided for both employees and visitors.</td></tr>
</table>

	Comment	Response to Comment
90.	PMP Page 4 - This table is also based on 2024 data for OCMC employee staffing and not existing/predicitated staff for 2027. See Attachment A-1 Employee Data.	The OCMC staff information reflects the most current data available at the commencement of this study in 2025. OCMC has a total staff of approximately 1,900 employees, of which 1,300 are representative of a typical daily staffing level.

Day of Week	Shift Change/ Time Period	Percentage of Total Employees	
		Clock In (Arrival)	Clock Out (Departure)
Weekday Morning	6:00 AM	11.36%	
	6:30 AM		4.19%
	7:00 AM	**28.22%**	
	7:30 AM		**11.43%**
	8:00 AM	**14.38%**	
	8:30 AM		0.11%
	9:00 AM	7.33%	
Weekday Afternoon	3:00 PM	2.57%	
	3:30 PM		**11.40%**
	4:00 PM	**2.59%**	
	4:30 PM		**13.27%**
	5:00 PM	0.68%	
	5:30 PM		9.33%
	6:00 PM	3.53%	
	6:30 PM		**7.86%**
	7:00 PM	**11.36%**	
	7:30 PM		**17.11%**

Bold highlighted = Represent peak hour

Existing Parking Supply

Table 2 summarizes the existing Medical Center parking supply and indicates the category of parking permitted in each lot (employee, patient/visitors, etc.). As shown, there are currently 1,353 parking spaces provided at the OCMC campus. Of the 1,353 spaces, 816 (60%) are located in the five-level parking structure. The remaining 537 (40%) are located in four surface lots. A total of 38 handicap stalls currently exist on site. ***Figure 2*** presents the overall campus map and highlights the key parking areas.

<table>
<tr><th colspan="2">Comment</th><th>Response to Comment</th></tr>
<tr><td>91.</td><td>This table works with percentages & does not reflect the actual traffic flow numbers for the 1900 staff when the project is completed in approximately 2027.

<table>
<tr><th rowspan="2">Day of Week</th><th rowspan="2">Shift Change/
Time Period</th><th colspan="2">Percentage of Total Employees</th></tr>
<tr><th>Clock In
(Arrival)</th><th>Clock Out
(Departure)</th></tr>
<tr><td>Weekday Morning</td><td>6:00 AM</td><td>11.36%</td><td></td></tr>
<tr><td></td><td>6:30 AM</td><td></td><td>4.19%</td></tr>
<tr><td></td><td>7:00 AM</td><td>28.22%</td><td></td></tr>
<tr><td></td><td>7:30 AM</td><td></td><td>11.43%</td></tr>
<tr><td></td><td>8:00 AM</td><td>14.38%</td><td></td></tr>
<tr><td></td><td>8:30 AM</td><td></td><td>0.11%</td></tr>
<tr><td></td><td>9:00 AM</td><td>7.33%</td><td></td></tr>
<tr><td>Weekday Afternoon</td><td>3:00 PM</td><td>2.57%</td><td></td></tr>
<tr><td></td><td>3:30 PM</td><td></td><td>11.40%</td></tr>
<tr><td></td><td>4:00 PM</td><td>2.59%</td><td></td></tr>
<tr><td></td><td>4:30 PM</td><td></td><td>13.27%</td></tr>
<tr><td></td><td>5:00 PM</td><td>0.68%</td><td></td></tr>
<tr><td></td><td>5:30 PM</td><td></td><td>9.33%</td></tr>
<tr><td></td><td>6:00 PM</td><td>3.53%</td><td></td></tr>
<tr><td></td><td>6:30 PM</td><td></td><td>7.86%</td></tr>
<tr><td></td><td>7:00 PM</td><td>11.36%</td><td></td></tr>
<tr><td></td><td>7:30 PM</td><td></td><td>17.11%</td></tr>
<tr><td>Bold highlighted</td><td colspan="3">= Represent peak hour</td></tr>
</table>

Existing Parking Supply

Table 2 summarizes the existing Medical Center parking supply and indicates the category of parking permitted in each lot (employee, patient/visitors, etc.). As shown, there are currently 1,353 parking spaces provided at the OCMC campus. Of the 1,353 spaces, 816 (60%) are located in the five-level parking structure. The remaining 537 (40%) are located in four surface lots. A total of 38 handicap stalls currently exist on site. Figure 2 presents the overall campus map and highlights the key parking areas.</td><td>The OCMC staff information reflects the most current data available at the commencement of this study in 2025. OCMC has a total staff of approximately 1,900 employees, of which 1,300 are representative of a typical daily staffing level. Attachment A of the PMP report includes detailed employee shift information.</td></tr>
</table>

	Comment	Response to Comment
92.	PMP Page 5 - OCMC plans show the entry from Foster St as only a one lane right turn into the two-lane gated entry. Vehicular access to the Project is now provided via a "full access" driveway on Fo Street and a "right-turn in/out only" driveway on Talbert Avenue, whereas pedest connectivity is now provided via a "marked" crosswalk on Foster Street at Tal Avenue and an "unmarked" crossing on Foster Street at the site driveway that con to an existing sidewalk system at the main OCMC campus. With the implementation of the Project, vehicular access to the Project sit proposed to be provided via a two-lane "gated entry-only access" driveway on Fo Street and a "gated right-turn exit-only" driveway on Talbert Avenue.	Comment acknowledged.
REFERENCE FUTURE PARKING ALLOCATION		
93.	PMP Page 5 - New plans show removal of the original 2 right turn lanes into the gated entrance & addition of a curb blocking any left turn from northbound Foster St. The new single entry design would then open into a two lane access to the badge control & garage entrance. Question this design.	Comment acknowledged.
94.	PMP Page 5 - The New plans also show the installation of "No Left Turn" signs from Foster St into the parking structure. Not sure what those signs are for?	The "No Left Turn" signage is intended to restrict northbound left-turn ingress movements along Foster Street to deter motorists from traveling along Phillips Avenue.
95.	PMP Page 5 - Apparently OCMC and FV have discussed reducing OCMC staff from using Foster St northbound access to the parking structure to reduce the traffic quantity in that neighborhood. This would only add to the Talbert Ave traffic congestion already present on Talbert Ave. The traffic light at Talbert/Foster is not properly synchronized for Talbert Ave east bound traffic. Cars backup to the Lemon and Briar Ave exits daily during rush hour. Add the exiting cars from the parking structure and this would have the potential for gridlocks on Talbert Ave and within the parking structure not to mention the Lemon/Briar neighborhood.	The revised TIA recommends update to the signal timing and/or upgrading traffic signal equipment at the intersection of Foster Street at Talbert Avenue to improve traffic flow and queuing along Talbert Avenue.

<table>
<tr><th colspan="2">Comment</th><th>Response to Comment</th></tr>
<tr><td></td><td></td><td></td></tr>
<tr><td colspan="3">REFERENCE PARKING MANAGEMENT PLAN MEASURES DURING CONSTRUCTION</td></tr>
<tr><td>96.</td><td>PMP Page 6 - See the staff flow predications above that show when Nurses 1 leave between 7PM-8PM and Nurses 2 arrive between 6PM-7PM the shuttle operation hours may need to be extended beyond 6:30PM. See the shift change schedule above.
<table>
<tr><th>Time</th><th>Shifts</th><th>IN/Out</th><th>Working</th></tr>
<tr><td>6AM-7AM</td><td>Nurses 1 Arrive</td><td>+600</td><td></td></tr>
<tr><td>7AM-7PM</td><td>Nurses 1 Work</td><td></td><td>+600</td></tr>
<tr><td>7PM-8PM</td><td>Nurses 1 Leave</td><td>-600</td><td></td></tr>
<tr><td>6PM-7PM</td><td>Nurses 2 Arrive</td><td>+600</td><td></td></tr>
<tr><td>7PM-7AM</td><td>Nurses 2 Work</td><td></td><td>+600</td></tr>
<tr><td>7AM-8AM</td><td>Nurses 2 Leave</td><td>-600</td><td></td></tr>
<tr><td>7AM-8AM</td><td>Others Arrive</td><td>+700</td><td></td></tr>
<tr><td>8AM-5PM</td><td>Others Work</td><td></td><td>+700</td></tr>
<tr><td>5PM-6PM</td><td>Others Leave</td><td>-700</td><td></td></tr>
<tr><td>Totals</td><td></td><td>1200-1300/Shift Change</td><td>+/-1300/Shift</td></tr>
</table></td><td>Shuttle operations are designed to accommodate peak employee shift patterns, including reasonable transition periods between shifts. While individual variations in shift turnover may occur, the proposed schedule provides adequate coverage for the majority of staff.</td></tr>
<tr><td>97.</td><td>PMP Page 6 - These hours assume the nurses will be at their cars within 30 minutes of the end of their shift and does not allow adequate time for some nurses to complete their turnover with the prior shift. Nurses changing shifts at the 7PM hour may be affected by ending the shuttles at 6:30 PM.</td><td>Shuttle operations are designed to accommodate peak employee shift patterns, including reasonable transition periods between shifts. While individual variations in shift turnover may occur, the proposed schedule provides adequate coverage for the majority of staff.</td></tr>
</table>

	Comment	Response to Comment
REFERENCE: PARKING MANAGEMENT PLAN MEASURES POST CONSTRUCTION		
98.	PMP Page 6 - This may not be enforceable. If someone does come northbound on Foster St they will not be able to turn left into the parking structure and will have to exit onto Foster Ave and find their way back to Foster St to enter the parking structure. This will add to the traffic congestion already on Foster Ave. **Parking Management Plan Measures Post Construction** The following measures are recommended to be implemented by OCMC post construction of the proposed parking structure to help improve both the employee and customer experience. 5. Doctors and emergency care providers should be directed to park in the existing parking structure at the south portion of OCMC. Based on discussions with OCMC it is our understanding that they intend to have the structure access controlled via gates and have it signed for physicians, medical office staff and visitors. All other management and non-critical employees should be directed to park in the new Foster Parking Structure. 6. To minimize employees contribution to congestion along Foster Street and Philips Avenue, OCMC should direct employees to stay on the major streets (i.e. Brookhurst Street and Talbert Avenue) and avoid using Philips Avenue and Foster Avenue to the south of the proposed parking structure. 7. All parking areas should be made available to visitors of OCMC. 8. It is expected that valet services will continue operation post construction but are anticipated to be reduced from five locations to three. It should be noted that complimentary valet services are provided and will continue to be provided post construction at no cost to the visitors. *Figure 7* presents the locations of the valet services that will be offered at the OCMC campus post construction.	Employees are familiar with the site and will adjust their patterns as needed to eliminate any unnecessary circulation.

	Comment	Response to Comment
99.	PMP Page 6 - The new parking structure will not be available to all visitors, only OCMC staff. **Parking Management Plan Measures Post Construction** The following measures are recommended to be implemented by OCMC post construction of the proposed parking structure to help improve both the employee and customer experience. 5. Doctors and emergency care providers should be directed to park in the existing parking structure at the south portion of OCMC. Based on discussions with OCMC it is our understanding that they intend to have the structure access controlled via gates and have it signed for physicians, medical office staff and visitors. All other management and non-critical employees should be directed to park in the new Foster Parking Structure. 6. To minimize employees contribution to congestion along Foster Street and Philips Avenue, OCMC should direct employees to stay on the major streets (i.e. Brookhurst Street and Talbert Avenue) and avoid using Philips Avenue and Foster Avenue to the south of the proposed parking structure. 7. All parking areas should be made available to visitors of OCMC. 8. It is expected that valet services will continue operation post construction but are anticipated to be reduced from five locations to three. It should be noted that complimentary valet services are provided and will continue to be provided post construction at no cost to the visitors. *Figure 7* presents the locations of the valet services that will be offered at the OCMC campus post construction.	The majority of employee/staff parking will be directed to the new Foster Structure. Visitors will also have access to the Foster Structure; however, they are less likely to utilize it, as other parking areas are more conveniently located.
100.	PMP Figure 3 - No Left Turn signs and added curb entrance to the parking structure prevent any left turn from Northbound Foster St into the parking structure. This can create more gridlock at the Foster/Talbert stop light.	Employees are familiar with the site and will adjust their patterns as needed to eliminate any unnecessary circulation. In addition, a supplemental letter has been prepared that looks at the traffic implications based on the most current site plan that limits ingress along Foster to southbound right turn only.
101.	PMP Attachment A-1 Employee Data - This 2024 data and should be forecasted/updated to the anticipated 2027 employee clock/in data. This will impact the OCMC Traffic study.	The OCMC staff information reflects the most current data available at the commencement of this study in 2025. OCMC has a total staff of approximately 1,900 employees, of which 1,300 are representative of a

	Comment	Response to Comment
		typical daily staffing level. Since staff levels naturally fluctuate, revisions to the report are not required.
102.	PMP Attachment A-1 Employee Data - This is 2024 data used for a 2027 planned completion of the parking structure. This does. Not reflect the current 1900 staff or any potential staff growth in the future. Nees revisiting.	The OCMC staff information reflects the most current data available at the commencement of this study in 2025. OCMC has a total staff of approximately 1,900 employees, of which 1,300 are representative of a typical daily staffing level. Since staff levels naturally fluctuate, revisions to the report are not required.
103.	PMP Attachment A-2 Percentage of Employee Data - This 2024 data and should be forecasted/updated to the anticipated 2027 employee clock/in data. This will impact the OCMC Traffic study.	The OCMC staff information reflects the most current data available at the commencement of this study in 2025. OCMC has a total staff of approximately 1,900 employees, of which 1,300 are representative of a typical daily staffing level. Since staff levels naturally fluctuate, revisions to the report are not required.
104.	PMP First Floor Plan Page 27 - Will the two cars exiting merge into one lane at the driveway before entering Talbert Ave?	The site plan on *Figure 3* illustrates that the two lanes merge into one lane before entering Talbert Avenue.
Herb & Linda Fauland **City of Fountain Valley Resident** **993 Bird Court** **Letter Dated: April 2, 2026**		
TRANSPORTATION		
105.	In reviewing this section and the traffic and parking studies done by Linscott, Law and Greenspan (LLG) dated November 25, 2025, and January 15, 2026, we focus on how the Mariposa neighborhood will be impacted. The transportation and circulation analysis does acknowledge the circulation shift of cars (mostly employees) and rerouting from the Brookhurst Street side of OCMMC to the new "employee-parking-only" structure at the Foster/Talbert site. Using the numbers from the IS/MND, approximately 1,300 employees with 600 per shift will now utilize the new parking structure. The employee shifts are broken down into two nursing shifts that are typically 12 hours (7 AM - 7 PM) with all others at 8 AM - 5 PM shifts. The reports indicate peak traffic times are based on the employee shift schedules. The peak traffic times are 7 AM to 8 AM and two peak traffic times: one in the afternoon from 3:30 PM - 4:30 PM and the other is in evening from 6:30 PM - 7:30 PM. All these assumptions are based on current staffing levels. However, as noted in a letter from LLG dated January 15, 2026, any visitor trips analysis is given two sentences and uses the existing Foster surface lot with AM and PM peak hour traffic counts. These counts were used to determine how many visitors use the site daily. Please note that employees and visitors both use this lot. We observe employees walking to and	The methodology presented in the TIA for determining the re-routed project trips is considered appropriate. In addition, City staff has reviewed and concurs with the methodology and forecasting. It should be noted that the Project shifts existing traffic volumes/patterns around the OCMC campus and does not generate new traffic.

	Comment	Response to Comment
	from the lot all day. It is unclear how visitor trips are evaluated and analyzed. What happens when OCMMC decides to hire more employees? Who determines how many new employees would trigger a review? Would the neighborhood be notified of any expansion? Will a new traffic/parking analysis be required?	
106.	In addition, we believe the conclusions do not adequately evaluate the new circulation patterns, especially along Phillips and Foster. The Foster Street traffic analysis makes assumptions and doesn't acknowledge the potential of employees leaving the structure on Talbert and turning right on Foster. This can happen and will occur as cars avoid the Talbert/Brookhurst intersection. Also, the report states that 554 morning and 148 evening trips will utilize Foster, for southbound access to the parking structure. These numbers, in addition to existing trips will impact the Talbert/Foster intersection. The west bound Talbert left turn pocket isn't designed to handle the increase in traffic. The left turn queuing will have an impact on Talbert. The intersection light synchronization will have to be modified. The history of synchronization has been troublesome to vehicles and pedestrians. The current traffic and pedestrian utilization at this intersection caused the city to install cameras to monitor the intersection. The intersection is dangerous. The cameras are there to record the continuous traffic accidents at this intersection. Using the crosswalk at this intersection is dangerous because drivers run the red lights to get to the south bound 405 Freeway entrance. We can verify this as we use the crosswalk at this intersection daily.	Section 9.0 of the TIA report includes a queueing evaluation at the intersection of Foster Street at Talbert Avenue for Year 2027 traffic conditions. The existing storage provided for the westbound left-turn pocket is adequate to accommodate the anticipated queues with the Project. Furthermore, review of Section 8.0 of the TIA report indicates that the intersection of Foster Street at Talbert Avenue is forecast to operate at LOS A during the AM and PM peak hours for Year 2027 with the proposed Project. Therefore, it can be concluded that the proposed Project will not have an adverse impact on the intersection. Furthermore, Section 11.0 of the TIA report presents an analysis of Foster Street/Philips Avenue. The intersections along this roadway are forecast to operate at LOS A; therefore, the segment has sufficient capacity to accommodate any additional outbound traffic while maintaining acceptable LOS. However, since egress access is no longer provided on Foster Street, it is not anticipated that outbound traffic will utilize Foster Street as a cut-through route. It should be noted that the most current site plan limits ingress along Foster to southbound right turn only. A supplemental letter has been prepared that looks at these traffic implications.
107.	Our neighborhood experiences cut-through traffic by both visitors and employees arriving and leaving OCMMC all day long. Everyone avoids the Brookhurst and Talbert intersection. The increase from existing AM/PM peak traffic levels will impact Foster and therefore the Mariposa neighborhood. Also, there is little mention of employees traveling west on Phillips Avenue and north on Foster Street to turn left to access the new parking structure. This will be a problem and an impact to our neighborhood. The current and future use of Phillips Avenue is not adequately evaluated. Phillips is used by both the	Section 11.0 of the TIA report includes an analysis of the project's potential impact along Foster Street/Phillips Avenue. The Project will add a nominal amount of trips along these roadways during the peak hours (i.e. 22 trips in the AM peak hour and 9 trips in the PM peak hour), and thus the Project will not impact the residential community.

	Comment	Response to Comment
	neighborhood and OCMMC. This is currently a circulation pattern the neighborhood deals with and with the proposed project will become a long-term problem. The IS/MND does not adequately address these issues. What will the City do to protect our neighborhood?	Furthermore, Section 11.0 of the TIA report presents an analysis of Foster Street/Philips Avenue. The intersections along this roadway are forecast to operate at LOS A; therefore, the segment has sufficient capacity to accommodate any additional outbound traffic while maintaining acceptable LOS. However, since egress access is no longer provided on Foster Street, it is not anticipated that outbound traffic will utilize Foster Street. It should be noted that the most current site plan limits ingress along Foster to southbound right turn only. A supplemental letter has been prepared that looks at these traffic implications.
108.	The issue of cars queuing along the proposed two-lane parking structure entrance/driveway is not adequately mitigated or designed. The conclusions are based on assumptions that may or may not be accurate. The report states that the design can accommodate 23 cars and process 12 cars per minute based on the peak AM traffic of 554 trips. It acknowledges that this will vary day to day and that the driveway "would have the capacity" for most arriving cars. It concludes however that occasional and sporadic queuing extending onto Foster may occur. This is not acceptable. Foster Street is a shared street with OCMMC, and the neighborhood. The car queueing needs to be designed properly so that no cars will back onto Foster. How will the city protect our neighborhood from this impact?	Section 10.3 of the TIA report includes a vehicular stacking analysis for the gated entry-only access driveway on Foster Street. The analysis indicates that the two inbound lanes provide a total storage of 490 ft, which is considered adequate to accommodate the inbound vehicle flow. The queues would not impede traffic or queue onto Foster Street.
109.	The IS/MND states that during construction temporary closures of Talbert and Foster will occur. Plus, one lane traffic lanes for Foster and Talbert will be necessary during construction. Coordination with the area will have to occur and the neighborhood needs to be made aware of the reduction/closure of lanes and streets. An encroachment permit will be required and issued by the City. This is a ministerial action, and no public input or notice is provided. How will the neighborhood be made aware of this closure? The duration of closures and other changes to the two main access points to the Mariposa neighborhood?	The neighborhood will be notified of any temporary lane reductions or street closures in accordance with the City's standard construction notification protocols. These typically include advance notice through posted signage, distribution of notices to affected properties, and coordination with local stakeholders as appropriate. Information regarding the duration and extent of closures, as well as any changes to access along Talbert and Foster, will be communicated to ensure residents are adequately informed prior to and during construction.

	Comment	Response to Comment
110.	The preparation of an Environmental Impact Report (EIR) would be appropriate because we believe the conclusions made in the IS/MND for Transportation are not adequately supported to determine that impacts are less than significant.	The methodology presented in the TIA for determining impacts is considered appropriate and consistent with the City's guidelines. In addition, City staff has reviewed and concurs with the findings.
111.	We understand that the parking analysis is for informational purposes only and that parking or a lack of sufficient parking is no longer considered an impact under the California Environmental Quality Act (CEQA.) While this may be true, the city must take responsibility for making sure that required on-site parking is provided and that neighborhoods are not impacted by off-site visitor or employee parking. Both Mariposa neighborhoods are currently impacted by visitors and employees that park on Foster and Phillips. This has occurred for years and neither the city nor OCMMC cares. Over the years we have kindly asked both visitors and employees not to park in the neighborhood. The visitors are more receptive to our requests, however the employees smirk and dismiss us. It's no wonder many of us are skeptical of the project and the promises made by OCMMC. OCMMC has not been a good neighbor and has not taken responsibility for their employees. I've worked for three major cities, and none would permit this to happen. The response from staff to date is that both streets are public and that nothing can be done. I would argue that it's the City's responsibility to address this. Every public street in the City has a restriction of some kind. The city seems to use signs to control and direct traffic (i.e. No Parking Beyond this Point, No Left Turn, etc.) everywhere. The use of signs seems to be the answer to controlling movement and behavior in lieu of proper project design. How will the city protect our neighborhood?	The PMP report identifies parking management strategies to ensure that adequate parking is provided for both employees and visitors to deter people from parking in the residential neighborhood.
112.	Code required on-site parking and the number of parking spaces has been a mystery at the OCMMC site. How many spaces are required based on the square footage of the buildings and the types of use that occupy that space is a basic component for any parking analysis. I've not received an answer from staff. The IS/MND states that the provision of on-site parking is based on demand. Based on this, I have a zoning question. How does the overall site and the addition of 784 (net 550) parking spaces conform with the Orange Coast Memorial Specific Plan? Specifically, Section 4.4, Development Standards, subsection 4.4.2.11, Parking and Access, states the parking ratios for on-site uses to determine whether there is code compliant on-site parking for OCMMC. What ordinance provision is being applied and how is the applicant complying with on-site parking requirements? How can the decision makers determine that there is adequate onsite parking at OCMMC? How will the city protect our neighborhood from a site that does not have the minimum number of on-site parking spaces? The lack of adequate on-site parking is a nuisance to the Mariposa neighborhood.	Parking is not a CEQA component. However, a parking study was prepared by LLG dated November 25, 2025 that validates the proposed parking supply.

	Comment	Response to Comment
113.	The issue of adequate on-site parking at the Mariposa property on Brookhurst is a concern. The site is now owned and occupied by OCMMC. The property was formerly a retail strip center. This concern prompted me to ask staff if the property would be incorporated into the specific plan. If you're proposing to amend the specific plan for a parking structure, why not include this site? That's the proper planning and land use concept for the applicant and the city to pursue. Before we continue to discuss parking at the site, many of us believe the site is the correct location for the now proposed parking structure. The site is adjacent to the OCMMC campus that has compatible building height and building mass and is adjacent to a major arterial highway. This is the correct location for the new parking structure. In 2007, the OCMMC approvals called for a second or phase two parking structure (440 +/- spaces) immediately north of the Mariposa retail center. The argument in the past has been that the property isn't under OCMMC control and that utilities would have to be relocated. The money designated to dig a hole for the new parking structure could've been spent to relocate utilities. Does anyone ask the question: why have all the parking structures built or proposed historically been along Brookhurst? The Foster surface parking lot was never contemplated for development because the site is adjacent to two residential neighborhoods. The lack of proper planning at OCMMC always becomes a problem that affects the Mariposa neighborhood.	Comment acknowledged. The Mariposa property located south of the OCMC campus is not part of the current project scope. As such, conditions related to that site including on-site parking availability, driveway configuration, and associated traffic impacts have not been assessed as part of this study.
114.	Let's now continue to discuss parking, traffic and nuisance impacts at the Mariposa property. Anyone that has traveled the area or visited the site can attest there is a lack of adequate on-site parking. The problem occurs when cars are parked on both sides of Phillips from Brookhurst west to the knuckle at Foster. This makes Phillips an incredibly tight drive when cars are parked on both sides and when two cars travel. It's even worse when a truck travels on Phillips. It's not a safe scenario in either case. The street section may be substandard. Also, the parked cars at the driveway entrance to the medical building at Phillips block the views of cars traveling along Phillips. Our granddaughter was t-boned by a car exiting the site. There is inadequate visual separation at the driveway for safe traffic movement. Since the site has become a medical center and more cars now park on Phillips, we have been subjected to similar experiences at this driveway. The drivers cannot see east/west traffic adequately at this driveway. Closing the driveway would solve many issues. This is a safety hazard and needs to be addressed.	Comment acknowledged. The Mariposa property is not part of the current project scope. As such, conditions related to that site including on-site parking availability, driveway configuration, and associated traffic impacts have not been assessed as part of this study.
115.	All commercial or medical uses and their required on-site parking should not encroach into a residential neighborhood. As soon as you pass the service drive on the west side of the Mariposa property you are in a residential neighborhood. The encroachment of parking into the neighborhood has been brought to the attention of staff. Anyone can easily see that there is a parking problem. The allowance of any parking to encroach into	Comment acknowledged. The Mariposa property is not part of the current project scope. As such, conditions related to that site including on-site parking availability, driveway configuration, and associated traffic impacts have not been assessed as part of this study.

	Comment	Response to Comment
	the neighborhood is an unacceptable situation. No neighborhood should be subjected to this impact. The problem can be solved, but the neighborhood needs the city to help.	
116.	Finally, I questioned an OCMMC representative at the last community meeting about parking at the Mariposa center. Surprisingly, the answer I got was that they would park in the new parking structure. It's hard to believe that employees will park in the new structure and walk all the way to the Mariposa buildings. The answer tells me that this site needs to be included in the specific plan. Everything is integrated and should be included in the specific plan. The 2007, Phase Two parking structure would provide parking in-close proximity to the medical center.	Comment acknowledged. The Mariposa property is not part of the current project scope. As such, conditions related to that site including on-site parking availability, driveway configuration, and associated traffic impacts have not been assessed as part of this study.
117.	Another nuisance at Phillips Street is the trash that is discarded in the street and adjacent landscaping. The trash includes furniture, tires, bottles, paper goods, etc. This portion of Phillips shares the landscaped area and block wall with the shopping center to the south. On a positive note, when we call the City, staff will respond to take care of the trash issues. Also, when the recurring homeless issue happens in the area the Police Department does assist. The area is a public right of way and deserves to be maintained in an acceptable manner.	Comment acknowledged.

CITY OF FOUNTAIN VALLEY
CITY COUNCIL
COUNCIL ACTION REQUEST

To: Honorable Mayor and Members of the City Council

Agenda Date: June 16, 2026

SUBJECT: Award a contract to AAA Oil, Inc., dba California Fuels and Lubricants, Inc., for unleaded and renewable diesel bulk fuel services

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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, and modernize infrastructure to support growth and future needs of the City
- ☒ Not applicable

EXECUTIVE SUMMARY

Staff is requesting that the City Council award a contract to AAA Oil, Inc., dba California Fuels and Lubricants, Inc. (AAA Oil), for unleaded and renewable diesel bulk fuel services.

The City's current agreement for bulk fuel services expires on June 30, 2026. Therefore, Public Works staff issued a comprehensive Invitation to Bid (IFB) on March 10, 2026, detailing the City's bulk fuel services needs for Fire Station Nos. 1 and 2. The City received one proposal on April 1, 2026.

After carefully evaluating the pricing and performance of AAA Oil, staff recommends awarding the contract to AAA Oil for bulk fuel services at Fire Station Nos. 1 and 2. AAA Oil is a large-scale provider that serves numerous municipal agencies. They are the Fleet Division's current vendor for vehicle oil and lubricants and have proven their ability to provide the required services to the City's satisfaction over the past three years.

DISCUSSION

The City of Fountain Valley maintains and operates a fleet of over 150 vehicles, including fire apparatuses, police patrol vehicles, motorcycles, emergency response vehicles, heavy equipment, work trucks, and passenger cars. Most of the fleet is powered by gasoline or diesel fuel purchased at local gas stations using fuel cards; however, the City also purchases bulk fuel delivered to Fire Station Nos. 1 and 2. Fire Station No. 1 receives both gasoline and diesel

fuel, while Fire Station No. 2 receives only diesel. Diesel fuel is also required to power emergency generators. During a power outage or emergency, it is vital that the City has access to its own supply of diesel fuel. This ensures continuity of operations and prevents the City from competing for resources with other agencies or the public at commercial fueling facilities. For more than 20 years, SC Fuels has provided both fuel cards and bulk fuel deliveries for the City. In addition, the City also provides fuel to the contracted ambulances, per its agreement with Falck Mobile Health Corp., dba Care Ambulance Service, Inc. (CON-20-55, Section 7 – Operations, Paragraph B – Fuel).

On December 2, 2025, the City approved a “piggyback” agreement with SC Commercial LLC, dba SC Fuels, through June 30, 2026, utilizing a competitively bid contract from Monterey Park per FVMC [§2.36.070 (a) (5)]. While this cooperative purchasing strategy successfully secured competitive short-term pricing, the historical practice of starting with a purchase order under $50,000 requires frequent administrative updates as fuel demands fluctuate and PO increases require consistent City Council approval. To guarantee operational continuity and maintain available funding, staff initiated a transition to a multi-year agreement. Public Works staff issued a comprehensive IFB on March 10, 2026, detailing the scope of work for the City’s bulk fuel service needs for Fire Station Nos. 1 and 2. The City received one formal Bid from AAA Oil on April 1, 2026.

As a large-scale provider, AAA Oil currently services numerous municipal agencies, including the City’s own Fleet Division for oil and lubricants. Gasoline and renewable diesel pricing shall be based on the 10:00 AM LA OPIS Gross Terminal Daily Unbranded Rack Average plus the vendor’s markup price. Based on the bid proposal, the City will pay the daily average rack price plus $0.39 per gallon for diesel and $0.78 for gasoline. The vendor markup will remain firm throughout the contract term and any renewals. All delivery costs shall be included within the vendor’s quoted markup, and no separate delivery charge shall be permitted, or any surcharges not listed on the bid proposal. This firm vendor markup protects the City from hidden surcharges or delivery fee spikes during periods of market volatility or supply shortages. Environmental fees and taxes will be excluded from the markup and itemized separately on invoices.

AAA Oil allows the City to maintain the same high standards of fuel services as SC Fuels, but at a more competitive price point. Under the proposed contract markup rates, the City will reduce its per-gallon markup by $0.29 for gasoline (dropping from $1.07 to $0.78) and by $0.27 for diesel (dropping from $0.66 to $0.39). Based on the City's annual volume of 6,100 gallons of gasoline and 10,700 gallons of diesel, this rate adjustment will generate a year of savings of approximately $1,769 for gasoline and $2,889 for diesel, for a total annual savings of $4,658. Furthermore, the proposed contract stabilizes operational costs by removing volume-based pricing penalties. While the previous SC Fuels agreement subjected the City to potential markup increases whenever deliveries failed to meet delivery volume minimums, the AAA Oil agreement ensures consistent pricing regardless of order size.

Staff has determined that AAA Oil possesses the necessary staff, equipment, and expertise to meet the City’s requirements. Therefore, staff recommends awarding a three-year contract to AAA Oil, Inc., dba California Fuels and Lubricants, Inc., effective July 1, 2026, through June

30, 2029. The contract includes the option to extend for up to two additional two-year periods upon mutual agreement.

PROCUREMENT

In accordance with the City's Purchasing Policies, the City of Fountain Valley issued an Invitation for Bids (IFB) for Unleaded & Renewable Diesel Bulk Fuel Services (IFB 26-002) on March 10, 2026. The IFB was publicly advertised through Planetbids, with an invitation through the City's website. Fourteen (14) companies showed interest and downloaded the IFB. The IFB closed on April 1, 2026, and one (1) company submitted a bid. To ensure a competitive and fair process, staff conducted a post-solicitation survey of non-responding firms.

According to findings from the outreach, non-responding vendors cited three primary barriers to bidding. First, the scope and scale of the project proved challenging, as the total volume of bulk fuel exceeded logistical capacity for smaller regional suppliers. Second, vendors expressed an inability to meet the City's performance bond requirements. Third was regarding operational alignment, prospective bidders indicated they could not meet the specific delivery timelines or the renewable fuel sourcing requirements of the City.

Due to receiving one bid, staff performed a "fair and reasonable" price analysis. Staff compared the bid pricing to current market indices, and results showed that the submittal aligns with industry standards for bulk fuel services. The analysis confirms that the proposal is fair and reasonable, aligning with current operational costs based on tax alignment and invoicing comparison against our current vendor, SC Fuels. Finally, the vendor was deemed both responsive and responsible.

FISCAL REVIEW

The total cost of the contract is estimated to be $324,000 for the initial three-year term. The City will only pay for the bulk fuel delivered at the City's request based on the City's actual needs. Costs will be expensed to the Fleet Management Fund, with gasoline and diesel fuel charged to two separate accounts: 112.50.50001.53552 (Gasoline) and 112.50.50001.53557 (Diesel). The estimated breakdown of the contract by fiscal year is provided below.

	FY 26/27 Budget	FY 26/27 12 months	FY 27/28 12 months	FY 28/29 12 months
Unleaded Gasoline 112.50.50001.53552	$365,000	$39,000	$39,000	$39,000
Renewable Diesel 112.50.50001.53557	$80,000	$69,000	$69,000	$69,000
Total	**$445,000**	**$108,000**	**$108,000**	**$108,000**

The approved FY 26/27 budget allocates a total of $445,000 for gasoline and diesel fuel within the Fleet Management Fund. While this contract covers bulk fuel deliveries, the remaining budget is reserved for fuel card expenses for vehicles fueling at commercial stations. Fuel card expenses cost approximately $337,000. Therefore, sufficient funds are available for this contract.

In 2025, the City consumed approximately 6,100 gallons of unleaded fuel and 10,700 gallons of diesel fuel. The following chart projects the cost of maintaining this same volume of service based on 2025 Los Angeles OPIS average fuel prices and the vendor's requested markup, including taxes:

Fuel Type	2025 LA OPIS Avg. (Gallon)	Vendor Markup	Taxes & Fees	Total Adjusted Price	Annual Totals (Gallon)	Subtotal
Unleaded Fuel- Regular Grade (87 Octane)	$4.37	+ $0.78*	+ $0.67	$5.82	6,100	**$35,502**
Renewable Diesel Fuel- Clear	$4.95	+ $0.39*	+ $0.51	$5.85	10,700	**$62,595**
Projected Total Cost					**16,800**	**$98,097**

*All delivery costs are included within the vendor's quoted markup.

A 10% contingency has been applied to the total estimated cost of $98,097 to account for potential increases in market fuel prices, bringing the total projected cost to $108,000.

PUBLIC NOTIFICATION
Not applicable.

ENVIRONMENTAL IMPACT REVIEW
Not applicable.

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

ALTERNATIVES

Alternative No. 1: Award a contract to AAA Oil, Inc., dba California Fuels and Lubricants, Inc., for unleaded and renewable diesel bulk fuel services. This is the recommended action.

Alternative No. 2: Do not award a contract to AAA Oil, Inc., dba California Fuels and Lubricants, Inc., and instead direct staff to issue a new IFB for bulk fuel services. This option is not recommended because AAA Oil's service history has been satisfactory and their pricing is competitive. Soliciting new proposals at this time may result in increased costs and/or unsatisfactory service.

Alternative No. 3: Do not award a contract to AAA Oil, Inc., dba California Fuels and Lubricants, Inc., and instead direct staff to utilize commercial gas stations for all fueling needs. This is not recommended because navigating large fire apparatus through commercial gas stations can be hazardous. Furthermore, this approach could lead to

significant delays in emergency response times and a lack of guaranteed fuel availability during disasters.

RECOMMENDATION

Staff is requesting that the City Council approve Alternative No. 1, which is to award a contract to AAA Oil, Inc., dba California Fuels and Lubricants, Inc., for unleaded and renewable diesel bulk fuel services.

Prepared by: Cassandra Burkart, Management Aide

Reviewed by: Mark Sprague, Field Services Manager

Approved by: Scott Smith, Director of Public Works

Fiscal review by: Ryan Smith, Finance Director / City Treasurer

Attorney review by: Colin Burns, Attorney for the City

Approved by: Maggie Le, City Manager

Attachment:

1. Contract

CONTRACT NO.

CONTRACT FOR SALE OF GOODS
BULK FUEL

THIS CONTRACT FOR SALE OF GOODS ("AGREEMENT") is made and effective as 1st day of July , 2026 ("EFFECTIVE DATE"), between the City of Fountain Valley, a municipal corporation ("CITY") and AAA Oil, Inc. dba California Fuels and Lubricants, ("SELLER"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. GOODS TO BE SOLD

SELLER shall sell, transfer, and deliver to the CITY, and the CITY shall accept and pay for the following goods: unleaded and diesel bulk fuel services ("GOODS"). The specific types, grades, quantities along with delivery location and schedule shall be provided in strict accordance with CITY's request for proposal ("SPECIFICATIONS"), which is attached hereto as Exhibit A and incorporated herein. SELLER shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefor; and shall obtain and maintain all building and other permits and licenses required by public authorities in connection with the performance of the work.

2. DELIVERY

SELLER shall deliver the GOODS as specified in the SPECIFICATIONS as set forth in Exhibit A, attached hereto and incorporated herein by reference, as may be modified from time to time by written amendment in accordance with this Agreement.

3. PRICE

The CITY shall pay SELLER unit prices per gallon set forth in the SELLER'S proposal submitted in response the CITY's request for proposal, which is attached hereto as Exhibit A and incorporated herein.

4. RISK OF LOSS

The risk of loss from any casualty to the GOODS, regardless of the cause, shall be on SELLER until the GOODS have been accepted by the CITY.

5. RIGHT OF INSPECTION

The CITY shall have the right to inspect the GOODS on arrival and, within thirty (30) business days after delivery, the CITY shall give written notice to SELLER of any claim for damages on account of condition, quality, or grade of the GOODS.

6. REJECTED GOODS

If the GOODS or tender are not in accordance with the SPECIFICATIONS, any subsequent modifications thereto by the CITY, and the terms set forth in this AGREEMENT, they may be rejected by the CITY in the CITY's sole discretion within thirty (30) business days of delivery of the GOODS.

7. RIGHT TO CURE

SELLER shall have the right to cure nonconformities in the GOODS or in their tender, provided that SELLER notifies the CITY, within fifteen (15) business days of the CITY's notification of the nonconformity, of SELLER's intent to cure. Any such cure must occur within fifteen business (15) days of the CITY's notification of the nonconformity.

8. RIGHT TO CANCEL

a) If SELLER should fail to comply with any of the provisions hereof, or in the event SELLER should become the subject of a proceeding under state or federal law for relief of debtors, or if SELLER makes an assignment for the benefit of creditors, CITY shall have the right to hold SELLER in default and cancel this AGREEMENT in whole or in part.

b) Should SELLER, at any time during the progress of the work, refuse or neglect to supply sufficient material or labor, or fail in compliance with any provision of this AGREEMENT, the CITY shall have the right, without prejudice to any other right or remedy it may have, to provide such materials and labor, or make good such deficiencies as the CITY may deem expedient after three (3) days notice in writing, delivered, or mailed to SELLER at his last address on file with the CITY, and SELLER shall be liable for the cost and expense thereof which may be deducted by the CITY from any money that may be due SELLER.

c) Without limiting any rights which the CITY may have by reason of any default by SELLER hereunder, the CITY reserves the right to terminate this AGREEMENT in whole or in part at its convenience, with or without cause. In such event the CITY shall compensate SELLER, subject to deduction for previous payments (i) by reimbursing SELLER for all actual expenditures and costs incurred in performing under this AGREEMENT (ii) by reimbursing SELLER for all expenditures made and costs incurred with the CITY'S prior written approval in settling or discharging outstanding commitments entered into by SELLER in performing under this AGREEMENT and (iii) by paying SELLER as a profit, insofar as a profit is realized hereunder, an amount equal to the profit on the entire AGREEMENT estimated at the time of termination, multiplied by the percentage of completion of the work. In no event, however, will the compensation to SELLER exceed the total AGREEMENT price less payments previously made and less the AGREEMENT price of work not terminated. Upon receipt of any notice of termination, SELLER shall, unless the notice otherwise directs, (i) immediately discontinue the work and the placing of all orders and subcontracts in connection with this AGREEMENT, (ii) immediately cancel all existing orders and subcontracts made hereunder and (iii) immediately transfer to the CITY all materials, supplies, work-in-process, appliances, facilities, equipment, machinery, and tools acquired by SELLER in connection with the performance of this AGREEMENT.

9. TIME OF ESSENCE

SELLER acknowledges that time is of the essence of this AGREEMENT.

10. WARRANTY

The warranty described hereunder extends to the original purchaser of the GOODS warranted under the warranty, and to each transferee owner of the product during the term of the warranty. The term of this warranty begins on the date the product is delivered to the CITY, and continues therefrom. SELLER expressly warrants that:

a) The GOODS covered by this AGREEMENT will function properly under normal use, will be of good workmanship, free from defect, of merchantable quality, and fit for the CITY's particular purpose as set forth in the SPECIFICATIONS and any subsequent modifications thereto by the CITY;

b) The GOODS will fully comply with the SPECIFICATIONS and any subsequent modifications thereto by the CITY;

c) The GOODS will be free of any security interests, liens, or encumbrances and SELLER has title to the GOODS;

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

e) The GOODS will be delivered free of the rightful claim of any third person by way of infringement;

f) The GOODS are merchantable in accordance with Commercial Code Section 2314; and

g) The warranty listed above is in addition to any other warranties expressly made by SELLER (including those in the SPECIFICATIONS) or imposed by law. All warranties will survive inspection and payment by the CITY and are assignable to the CITY's successors and assigns.

Inspection by the CITY or its agents or employees and acceptance of the GOODS shall not constitute release or waiver of the CITY's rights by reason of failure of SELLER to comply with any of the warranties contained herein. Warranties herein expressed or implied shall be construed as consistent with each other and as cumulative.

11. WARRANTY REMEDIES

If any GOODS do not meet the warranty, the CITY may, at the CITY's option, and without additional cost to the CITY:

a) Require SELLER to repair or replace the GOODS until the GOODS meet the warranty. If SELLER cannot replace the GOODS and repair either is not commercially

practicable or cannot be made within thirty (30) days, SELLER will refund the purchase price;

b) Return any of the GOODS to SELLER at SELLER's expense for a full refund;

c) Correct the nonconformance and charge SELLER for the costs to make the correction; or

d) Engage a third party to provide substitute GOODS and charge SELLER for the costs of obtaining the substitute GOODS from the third party.

Such remedies shall be in addition to any other remedies provided by law. In order to obtain performance of any obligation under this warranty, the CITY will contact SELLER at the address described in Section 13.

12. BOND

SELLER shall furnish to the CITY, a performance bond in the amount of the $108,000.

13. 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:

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

To SELLER:
AAA Oil, Inc.
14231 Corporate Drive
Garden Grove, California 92843
Attention:Jennifer Crawley

14. ASSIGNMENT

This AGREEMENT, any portion hereof, and/or any right(s) hereunder, at the CITY's election, shall inure to the benefit of its successors, assignees, licensees, grantees, and associated, affiliated, and subsidiary companies, and the CITY and any subsequent assignee, licensee, or grantee shall have the right to freely assign or license this AGREEMENT, any portion hereof or right(s) hereunder, and grant the rights obtained

hereunder, in whole or in part, to any person, firm, corporation, or other entity. SELLER shall not assign the performance of this AGREEMENT, nor any part thereof, nor any monies due hereunder, without prior written consent of the CITY.

15. INSOLVENCY

In the event that SELLER shall make an assignment for the benefit of creditors, admit SELLER's inability to pay SELLER's debts as they become due, file a voluntary petition in bankruptcy, be adjudicated as bankrupt or insolvent, file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any present or future statute, law, or regulation, file any answer admitting or not contesting the material allegations of a petition filed against SELLER in any such proceeding, or seek, consent to, or acquiesce in, the appointment of any trustee, receiver, custodian, or liquidation of SELLER or of all or any substantial part of the properties of SELLER, or if an involuntary case shall be commenced seeking the liquidation or reorganization of SELLER under the United States Bankruptcy Code or any similar proceeding shall be commenced against SELLER under any other applicable federal, state, or foreign law and: a) the petition commencing the involuntary case is not timely controverted; b) the petition commencing the involuntary case is not dismissed within sixty days of its filing; c) an interim trustee is appointed to operate all or any part of the business of SELLER; or d) an order for relief shall have been issued or entered therein, or if SELLER, its directors, or shareholders take action to dissolve or liquidate SELLER, or should SELLER fail to comply with any material term or condition of this AGREEMENT, the CITY may, at the CITY's option and in the CITY's sole discretion, terminate this AGREEMENT.

16. INDEMNIFICATION

Acceptance of this order shall constitute an agreement upon SELLER's part to indemnity and hold harmless from liability, loss, damage, and expense, including reasonable attorney fees, incurred or sustained by the CITY, its officers, employees, and agents, by reason of the failure of the GOODS to conform to the warranties contained herein, faulty work performance, negligent or unlawful acts, and noncompliance with any applicable local, State, or Federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and any applicable State Industrial Safety Act. SELLER shall defend, indemnify, and hold· harmless the CITY from and against any and all claims, liabilities, demands, causes of action, damages, losses, penalties, fines, charges, assessment, impositions, costs, and expenses of any kind, including without limitation the CITY's tort liability, arising out of, related to, or connected with the failure of the GOODS to comply with the requirements of this AGREEMENT, including without limitation, violation of any state or federal laws and for any failure to deliver such GOODS, or on account of alleged infringement of any patent, copyright, or trademark, resulting from or arising in connection with the manufacture, sale, normal use, or other normal disposition of the GOODS. SELLER's foregoing indemnity obligations shall also include, without limitation, the reasonable consultants' fees and investigation costs incurred by the CITY.

17. INSURANCE

Prior to performing any work or receiving any compensation under this AGREEMENT, SELLER 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.

18. INDEPENDENT CONTRACTOR

a) SELLER 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 SELLER shall at all times be under SELLER's exclusive direction and control. Neither the CITY nor any of its officers, employees, or agents shall have control over the conduct of SELLER or any of SELLER's officers, employees, or agents, except as set forth in this AGREEMENT. SELLER 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. SELLER shall not incur or have the power to incur any debt, obligation, or liability whatsoever against the CITY, or bind the CITY in any manner.

b) No employee benefits shall be available to SELLER in connection with the performance of this AGREEMENT. Except for the fees paid to SELLER as provided in this AGREEMENT, the CITY shall not pay salaries, wages, or other compensation to SELLER for performing services hereunder for the CITY. The CITY shall not be liable for compensation or indemnification to SELLER for injury or sickness arising out of performing services hereunder. In addition to the indemnification provisions of Section 16, SELLER shall indemnify, defend, and hold the CITY harmless from claims or liability arising from SELLER's employees for the CITY benefits including, but not limited to, pension, health benefits, holiday, vacations, etc.

19. GOVERNING LAW

The CITY and SELLER 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 the superior or federal district court located in Orange County.

20. 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 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.

21. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this AGREEMENT on behalf of SELLER warrants and represents that he/she has the authority to execute this AGREEMENT on behalf of SELLER and has the authority to bind SELLER to the performance of its obligations hereunder.

22. SEVERABILITY

If any provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the AGREEMENT that can be given effect without the invalid provision shall continue in full force and effect and shall in no way be impaired or invalidated.

23. 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.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed the day and year first above written.

CITY OF FOUNTAIN VALLEY

Jim Cunneen, Mayor

ATTEST

Rick Miller, City Clerk

APPROVED AS TO FORM

Harper & Burns LLP

Attorneys for the City

SELLER

AAA Oil, Inc.
14231 Corporate Drive
Garden Grove, California 92843

APPROVED AS TO CONTENT:

Scott Smith, Director of Public Works

EXHIBIT A

Bid Result

Bidder Details

Vendor Name	AAA Oil, Inc.
Address	14231 Corporate Drive Garden Grove, California 92843 United States
Respondee	Jennifer Crawley
Respondee Title	Business Development Manager
Phone	714-530-4795
Email	jcrawley@cafueling.com
Vendor Type	MBE, CADIR, FSD
License #	

Bid Detail

Bid Format	Electronic
Submitted	03/31/2026 10:50 AM (PDT)
Delivery Method	
Bid Responsive	
Bid Status	Submitted
Confirmation #	476423

Respondee Comment

Buyer Comment

Attachments

File Title	File Name	File Type
Price Proposal - AAA OIL INC.pdf	Price Proposal - AAA OIL INC.pdf	Proposal/bid Docs

Line Items

Discount Terms No Discount

Item #	Item Code	Type	Item Description	UOM	QTY	Unit Price	Line Total	Response	Comment
Unleaded 87 Octane							$1.45		
1			Markup above OPIS daily unbranded average rack.	Each	1	$0.78	$0.78	Yes	
2			CA AB32 Env. Surcharge-Gas.	Each	1	$0.01	$0.01	Yes	0.011185
3			CA Child Lead Poising FEE.	Each	1	$0.00	$0.00	Yes	0.0013
4			CA Gas Excise Tax	Each	1	$0.61	$0.61	Yes	0.06120
5			CA Sales Tax.	Each	1	$0.05	$0.05	Yes	3.75% of mark-up plus all taxes and fees = 0.05285
6			FED Env. Fee-E10.	Each	1	$0.00	$0.00	Yes	Federal Oil Spill Fee has expired
7			FED Superfund Fee-E10	Each	1	$0.00	$0.00	Yes	0.00385
8			Federal Gas L.U.S.T. Tax	Each	1	$0.00	$0.00	Yes	0.0010
Renewable Diesel - Clear							$0.90		
9			Markup above OPIS daily unbranded average rack.	Each	1	$0.39	$0.39	Yes	0.39
10			CA AB32 Env. Surcharge-DSL.	Each	1	$0.00	$0.00	Yes	AB32 is not applicable to renewable diesel
11			CA Diesel Excise Tax	Each	1	$0.46	$0.46	Yes	0.466
12			CA Sales Tax.	Each	1	$0.05	$0.05	Yes	14.5% of mark-up plus all taxes and fees (except CA Excise Tax) = 0.05731
13			FED Env. Fee-DSL.	Each	1	$0.00	$0.00	Yes	Federal Oil Spill Fee has expired
14			FED Superfund Fee-DSL	Each	1	$0.00	$0.00	Yes	0.00429
15			Federal Diesel L.U.S.T. Tax	Each	1	$0.00	$0.00	Yes	0.0010

Line Item Subtotals

Section Title		Line Total
Unleaded 87 Octane		$1.45
Renewable Diesel - Clear		$0.90
	Grand Total	$2.35

EXHIBIT B

INSURANCE SPECIFICATIONS

Without limiting SELLER's indemnification of CITY, and prior to performing any work under this AGREEMENT or receiving any compensation, SELLER 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. SELLER 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 $5,000,000 per occurrence, $7,000,000 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. SELLER 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. SELLER shall obtain and maintain an excess liability insurance policy. This policy must be structured to provide additional coverage over the SELLER'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. SELLER 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 SELLER 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 $5,000,000.00 combined single limit for each accident.

Workers' compensation insurance. SELLER shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000 dollars). SELLER 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.

Contractor's pollution liability insurance. Coverage shall provide for liability arising out of sudden, accidental, and gradual pollution, and remediation. The policy limit shall be no less than $5,000,000 per claim and in the aggregate. All activities contemplated in this agreement shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for remediation of the site in the event of an environmental contamination event arising out of the materials, supplies, products, work, operations, or workmanship.

Transportation pollution liability insurance. Coverage shall be in an amount not less than $5,000,000 combined single limit per accident and shall include Pollution Liability (CA9948) and MCS-90 Endorsements. The policy shall provide coverage for transportation of pollutants/contaminants to and from the job site and the hauling of waste from the project site to the final disposal location, including non-owned disposal sites.

Other provisions or requirements

Proof of insurance. SELLER 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. SELLER 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 SELLER, their agents, representatives, employees, or subconsultants/ subcontractors. If this AGREEMENT involves construction, SELLER 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 SELLER 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 SELLER or CITY will withhold amounts sufficient to pay premium from SELLER'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 SELLER or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. SELLER 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). SELLER acknowledges and agrees that any actual or alleged failure on the part of CITY to inform SELLER 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 SELLER maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the SELLER. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

Notice of cancellation. SELLER 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 SELLER's insurers are unwilling to provide such

notice, then SELLER shall have the responsibility of notifying the CITY immediately in the event of SELLER's failure to renew any of the required insurance coverages, or insurer's cancellation or non-renewal.

Additional insured status. General liability, automobile liability, pollution liability, transportation pollution 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 SELLER'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. SELLER agrees to ensure that its subconsultants, subcontractors, and any other party who is brought onto or involved in the project/service by SELLER (hereinafter collectively "subcontractor"), provide the same minimum insurance coverage and endorsements required of SELLER. SELLER 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 SELLER's subcontractor cannot comply with this requirement, which proof must be submitted to the CITY, SELLER 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 SELLER, but in all other terms consistent with the SELLER's requirements under this agreement. This provision does not relieve the SELLER 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 SELLER 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 SELLER under this agreement given the limited scope of work or services provided by the subcontractor. SELLER 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 SELLER ninety (90) days advance written notice of such change. If such change results in substantial additional cost to SELLER, CITY and SELLER may renegotiate SELLER'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. SELLER shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from SELLER's performance under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. SELLER 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: June 16, 2026

SUBJECT: Rehabilitation and Resurfacing of Euclid Street (from Slater Avenue to Talbert Avenue) and Talbert Avenue (from Brookhurst Street to Bushard Street), Project No. 24011

1. Accept the bids and award a construction contract to Calmex Engineering, Inc. for the Rehabilitation and Resurfacing of Euclid Street (from Slater Avenue to Talbert Avenue) and Talbert Avenue (from Brookhurst Street to Bushard Street), Project No. 24011 in the amount not-to-exceed $2,643,731.50;
2. Accept the proposal and authorize Staff to issue a Purchase Order to Willdan Engineering On-Call contract for Construction Management, Inspection and Materials Testing Services in the amount not-to-exceed $141,196.

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

Staff recommends that the City Council accept the bids and award a construction contract to Calmex Engineering, Inc. for the Rehabilitation and Resurfacing of Euclid Street (from Slater Avenue to Talbert Avenue) and Talbert Avenue (from Brookhurst Street to Bushard Street), Project No. 24011 (Project), in an amount not to exceed $2,643,731.50. Staff also recommends City Council approve the proposal and authorize staff to administratively issue a Purchase Order under Willdan Engineering's On-Call Contract for Construction Management, Inspection, and Materials Testing Services in an amount not-to-exceed $141,196.

The Project consists of the rehabilitation and resurfacing of Euclid Street between Slater Avenue and Talbert Avenue, and Talbert Avenue between Brookhurst Street and Bushard Street. Improvements also include the reconstruction of sidewalks, curb ramps, and driveway approaches to achieve ADA compliance along all pedestrian pathways within the project limits.

The Project scope includes alternative bid items, recommended for inclusion at City Council's discretion, for the removal and replacement of landscape improvements located along the west side of Euclid Street. Deteriorated tree root systems have caused significant damage to adjacent sidewalks, curbs, gutters, and pavement. The alternative landscape restoration work is designed to complement the existing improvements located along the east side of the street. Staff recommends the inclusion of all alternative bid items, as the associated costs remain within the approved Project budget.

Construction is anticipated to begin in Summer 2026 and be completed by Fall 2026.

Funding for the Project is provided through RMRA (Gas Tax) Funds, Measure M Funds, General Fund (Measure HH Funds), and Enterprise Water and Sewer Funds. Sufficient funding for the Project is included in the adopted FY 2025/2026 Budget.

DISCUSSION

Through the City's Pavement Management Program (PMP), Public Works staff identified Euclid Street (from Slater Avenue to Talbert Avenue) and Talbert Avenue (from Brookhurst Street to Bushard Street) as priority corridors for roadway rehabilitation improvements. The proposed work includes the removal and reconstruction of deteriorated pavement sections, followed by the placement of a fiber-reinforced rubberized asphalt concrete overlay throughout the project limits. The use of fiber-reinforced rubberized asphalt concrete provides several long-term benefits, including enhanced skid resistance, reduced roadway noise, improved resistance to rutting, and increased pavement durability and service life. In addition to roadway rehabilitation, the Project includes the reconstruction of sidewalks, curb ramps, and driveway approaches to ensure ADA compliance along all pedestrian pathways within the project area.

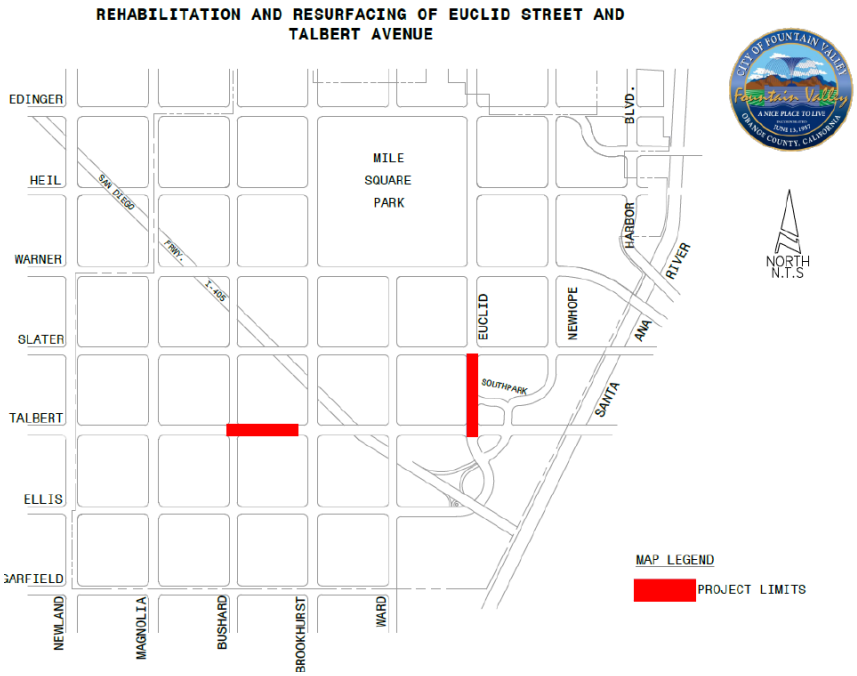
During the design phase of the Project, staff identified 22 trees located along the west side of Euclid Street whose root systems have caused significant damage to adjacent sidewalks, curbs, gutters, and roadway pavement. Additionally, 21 of the 22 trees are located directly beneath Southern California Edison overhead power lines. Due to repeated utility trimming and "topping" by Southern California Edison, many of the trees have experienced the removal of major limbs and the development of weak lateral branch growth. Over time, these conditions have contributed to the decline, disease, and decay of several trees.

Based on construction cost estimates, it was uncertain whether sufficient funding would be available to remove all 22 trees. Therefore, staff developed a base bid project scope that included the removal of 8 of the most problematic trees and localized repairs to damaged sidewalks, curbs, gutters, and pavement. While this approach addresses the most immediate and critical infrastructure issues, staff determined it would provide only a short-term solution, as the root systems of the remaining trees are expected to continue causing damage to both existing and newly constructed improvements.

Staff developed alternative bid items, should bid costs come within budget constraints, for the removal of the remaining 14 trees, which would result in the removal of all 22 trees and would address long-term concerns. The alternative bid item improvements are designed to complement the existing enhancements located along the east side of Euclid Street. Replacement trees have been carefully selected to accommodate the size limitations imposed by the overhead power lines while enhancing corridor aesthetics.

The Project construction estimate indicated that inclusion of the alternate work could potentially exceed available Project funding. Therefore, staff structured the bid to separate the additional work into alternate bid items. This approach provided the City with the flexibility to evaluate the bid results and determine whether the alternate work could be incorporated while remaining within the approved Project. Fortunately, the bids received were very competitive and approved Project budget is sufficient to include the additional cost associated with the alternative bid items.

Accordingly, staff recommends incorporating the alternative bid items into the Project to facilitate the removal of all 22 trees and the installation of the proposed landscape improvements. This approach will provide a comprehensive, long-term solution that minimizes future infrastructure damage, reduces ongoing maintenance costs, and enhances the overall appearance of the corridor.



On April 16, 2026, the City publicly advertised Request for Bid (RFB) No. 26-009 for the Rehabilitation and Resurfacing of Euclid Street (from Slater Avenue to Talbert Avenue) and Talbert Avenue (from Brookhurst Street to Bushard Street), Project No. 24011.

The Project's bid documents required interested bidders to submit alternate bids in addition to their base bids for their proposals to be considered responsive. Pursuant to Section 1-1.49 of the General Provisions, "The Award of Contract shall be the Lowest Responsible Bidder, as determined by the Base Bid amount, and will be awarded for the Base Bid amount and any additive or deductive alternate work as selected by the City Council as prescribed by Public Contract Code Section 20103.8."

On May 14, 2026, the City received nine (9) bids for the Project. Calmex Engineering, Inc. was determined to be the lowest responsive and responsible bidder, submitting a base bid in the amount of $2,439,666.50, an alternative bid in the amount of $204,065.00, and a total bid amount of $2,643,731.50. The total bid amount is within the Project budget and considered competitively priced. Staff reviewed the bid and determined it to be in accordance with City requirements and purchasing policies.

Contractor	Base Bid Amount	Alternative Bid Amount	Total Bid Amount
1. Calmex Engineering, Inc.	**$2,439,666.50**	**$204,065.00**	**$2,643,731.50**
2. Elegant Construction Inc.	$2,454,840.00	$147,800.00	$2,602,640.00
3. Hardy & Harper, Inc.	$2,545,000.00	$200,000.00	$2,745,000.00
4. Onyx Paving Company, Inc.	$2,567,000.00	$277,000.00	$2,844,000.00
5. R.J. Noble Company	$2,590,997.60	$277,508.00	$2,868,505.60
6. Excel Paving Company	$2,678,129.00	$232,000.00	$2,910,129.00
7. Sequel Contractors, Inc.	$2,784,548.00	$173,000.00	$2,957,548.00
8. All American Asphalt	$2,796,112.00	$257,300.00	$3,053,412.00
9. Van Engineering, Inc.	$3,172,655.50	$241,250.00	$3,413,905.50
Engineer's Estimate:			**$3,150,000.00**

Calmex Engineering, Inc., has more than 30 years of experience operating throughout Southern California and has successfully completed numerous roadway improvement projects for the California Department of Transportation. Staff contacted references for several recently completed projects and received positive feedback regarding the contractor's quality of workmanship, professionalism, and effective communication with agency staff and residents throughout construction activities.

On-Call Consultant Services

Due to project size and nature of the work, dedicated construction management, inspection and materials testing services will be required on this project to ensure timely responses, contract compliance, and proper Quality Assurance/Quality Control (QA/QC) during construction activities. Therefore, Staff intends to utilize the City Council-approved On-Call consultants list to administratively issue a Purchase Orders for construction management, inspection and materials testing services that are needed for this project.

Construction Management, Inspection and Material Testing Services

City staff solicited and received proposals from Willdan Engineering, TKE Engineering, Inc., and Onward Engineering, from the City's On-Call consultant list for construction management and inspection services. Each proposal included a comprehensive scope of work for construction management, inspection, and materials testing services associated with the Project.

Willdan Engineering submitted a proposal in the amount of $141,196, TKE Engineering, Inc. submitted a proposal in the amount of $214,246, and Onward Engineering submitted a proposal in the amount of $156,172.05. While all firms submitted comparable hourly rates, staff recommends Willdan Engineering based on the firm's extensive experience providing construction management and inspection services for large-scale pavement rehabilitation projects. In addition, Willdan Engineering maintains an in-house materials testing laboratory, which results in greater efficiency and good value to the City.

Willdan Engineering is a well-established civil engineering and construction management firm with a strong reputation throughout Southern California. Staff determined that Willdan Engineering is best qualified to support the Project and provides the best overall value to the City. The proposed construction manager and construction inspector assigned to the Project have more than 20 years and 30 years of specialized experience in pavement rehabilitation projects of similar size and complexity, respectively. Willdan Engineering has also successfully provided construction management and inspection services for roadway improvement projects in the cities of Garden Grove, Brea, Inglewood, and Pico Rivera.

Accordingly, staff recommends administratively issuing a Purchase Order to Willdan Engineering in the amount not-to-exceed $141,196 for construction management, inspection, and materials testing services.

FISCAL REVIEW

The adopted FY2025/2026 budget for Project No. 24011 is sufficient to fund this Project.

Project No. 24011 Budget Allocation

Vendor/Item	Amount
General Fund (Measure HH)	$1,200,000.00
RMRA (SB1) Funding	$937,553.00
Measure M Funding	$1,307,447.00
Water Fund	$25,000.00
Sewer Fund	$30,000.00
Total Budget	**$3,500,000.00**

FY2025/2026 Project No. 24011 Expenses/Costs

Vendor/Item	Amount
Construction (Calmex Engineering, Inc.)	$2,643,731.50
10% Contingency	$264,373.00
Construction Management, Inspection, and Materials Testing (Willdan Engineering)	$141,196.00
Engineering Design Services (Onward Engineering)*	$5,884.00
Project Plans and Bid Document Printing Costs	$3,000.00
FY25/26 Total Project Expenses/Costs	**$3,058,184.50**

^*Note that, as in all of the City's Public Works contracts, the contract itself provides the Director of Public Works authority to issue change orders of up to 10% of the original contract amount. When the Council approves the contract, it approves this authority. Ten percent is generally considered within the normal range of changed conditions on a Public Works construction project and, by providing change order authority upfront, Council helps to reduce the possibility of delay damages that could be incurred when a contractor must stop work and wait for authorization to proceed.*

*Onward Engineering FY23/24 P.O. was $99,995, with a FY25/26 P.O. carryover amount of approximately $5,884

FY2025/2026 Project No. 24011 Budget

Description	Amount
Approved Project Budget Allocation	$3,500,000.00
Project Costs	($3,058,184.50)
Remaining Project Budget	**$441,815.50**

Construction Management and Inspection Services: Willdan Engineering (CON 1544)

Total On-Call Contract for Willdan Engineering*	$600,000.00
Construction Management and Construction Inspection Expenditure – Residential Roadway Rehabilitation Project (City Quadrant B4)	($85,132.00)
Construction Management and Inspection Expenditure – Rehabilitation and Resurfacing of Euclid Street (from Slater Avenue to Talbert Avenue) and Talbert Avenue (from Brookhurst Street to Bushard Street)	($141,196.00)
Total Remaining in Contract	**$373,672.00**

*Approved by City Council on February 18, 2025

PUBLIC NOTIFICATION:

Not applicable.

ENVIRONMENTAL IMPACT REVIEW:

Not applicable.

ATTORNEY REVIEW

The Attorney for the City has reviewed and approved the Calmex Engineering, Inc. contract for construction. The Attorney for the City has also reviewed the Willdan Engineering contract from the City Council-approved Construction Management and Inspection consultant list approved on February 18, 2025.

ALTERNATIVES:

Alternative No. 1:

1. Accept the bids and award a construction contract to Calmex Engineering, Inc. for the Rehabilitation and Resurfacing of Euclid Street (from Slater Avenue to Talbert Avenue) and Talbert Avenue (from Brookhurst Street to Bushard Street), Project No. 24011 in the amount not-to-exceed $2,643,731.50;
2. Accept the proposal and authorize Staff to issue a Purchase Order to Willdan Engineering On-Call contract for Construction Management, Inspection and Materials Testing Services in the amount not-to-exceed $141,196.

Alternative No. 2:

1. Reject all bids and do not award a construction contract to Calmex Engineering, Inc. For the Rehabilitation and Resurfacing of Euclid Street (from Slater Avenue to Talbert Avenue) and Talbert Avenue (from Brookhurst Street to Bushard Street), Project No. 24011 in the amount not-to-exceed $2,643,731.50;
2. Do not accept the proposal and do not authorize Staff to issue a Purchase Order to Willdan Engineering On-Call contract for Construction Management, Inspection and Materials Testing Services in the amount not-to-exceed $141,196.

This is not the recommended alternative as the bids received are competitive bids and Contractor is a reputable contractor that has completed similar municipal projects throughout Southern California. Moving forward with this project will prevent further degradation of the City's residential streets that, if not performed now, will cost considerably more in the future due to continued deterioration, rising fuel costs, and inflation.

RECOMMENDATION

Staff recommends that the City Council:

1. Accept the bids and award a construction contract to Calmex Engineering, Inc. for the Rehabilitation and Resurfacing of Euclid Street (from Slater Avenue to Talbert Avenue) and Talbert Avenue (from Brookhurst Street to Bushard Street), Project No. 24011 in the amount not-to-exceed $2,643,731.50;

2. Accept the proposal and authorize Staff to issue a Purchase Order to Willdan Engineering On-Call contract for Construction Management, Inspection and Materials Testing Services in the amount not-to-exceed $141,196.

Support by: Terri Phan, Management Aide

Prepared by: Ryan Damon, Engineering Associate

Recommended by: Kyle Knoke, P.E., Senior Civil Engineer

Reviewed by: Temo Galvez, P.E., Deputy Public Works Director / City Engineer

Approved by: Scott Smith, P.E., Director of Public Works

Fiscal Review by: Ryan Smith, Finance Director / City Treasurer

Approved by: Maggie Le, City Manager

Attachment 1: Calmex Engineering, Inc. Contract
Attachment 2: Willdan Engineering On-Call Construction Management and Inspection Material Testing Services Proposal

Dear CONTRACTOR:

In entering into an AGREEMENT with the **CITY OF FOUNTAIN VALLEY**, you must designate your form of business entity. There are three basic types of business entities. They are:

1. A Sole Proprietorship
   (with or without a "dba")

2. A Partnership

3. A Corporation

In entering into CONTRACTS with the **CITY OF FOUNTAIN VALLEY**, please indicate the complete name of your business in one of the following acceptable formats:

1. John Smith, Sole Proprietor;

   or

   John Smith, Sole Proprietor,
   doing business as "Acme Roofing"

2. Smith and Dokes, a California Partnership;

3. Smith Corporation, Inc.,
   a California Corporation

In signing the AGREEMENT with the **CITY OF FOUNTAIN VALLEY**, you or your agent must sign in one of the following manners so the capacity in which you or your agent is signing is clear:

1. John Smith, Sole Proprietor

2. Smith and Dokes
   By: _____ John Smith, Partner

3. Smith Corporation, Inc.
   By: _____ Vice President

Your Public Notary must indicate your capacity when acknowledging your signature.

CONTRACT
CON-___-___

This AGREEMENT is made and entered into this 16th day of June, 2026, by and between the **CITY OF FOUNTAIN VALLEY**, hereinafter referred to as "CITY," and Calmex Engineering, Inc., hereinafter referred to as "CONTRACTOR."

WITNESSETH

That for and in consideration of the promises and agreements hereinafter made and exchanged, CITY and CONTRACTOR mutually agree as follows:

SCOPE OF THE WORK AND CONTRACT SUM

1. **Scope of the Work.** CONTRACTOR shall perform all the work and shall provide and furnish all labor, materials, tools, expendable equipment, utility and transportation services required to construct **Project No.** 24011, Rehabilitation and Resurfacing of Euclid Street from Slater Avenue to Talbert Avenue and Talbert Avenue from Brookhurst Street to Bushard Street (hereafter referred to as "PROJECT").

2. **Labor and Materials.** All of said work to be performed and materials to be furnished shall be in strict accordance with the plans and specifications entitled **Project No.** 24011, Rehabilitation and Resurfacing of Euclid Street from Slater Avenue to Talbert Avenue and Talbert Avenue from Brookhurst Street to Bushard Street and CONTRACTOR agrees to do everything required by this AGREEMENT, the plans and specifications, and the CONTRACT DOCUMENTS.

All labor, materials, tools, equipment, and services shall be performed under the direction, administration, and subject to the approval of CITY or its authorized representatives.

3. **Contract Sum.** CITY agrees to pay, and CONTRACTOR agrees to accept in full payment for the work above agreed to be done, the sum of two million six hundred forty-three thousand seven hundred thirty-one & 50/100 dollars ($2,643,731.50).

NOTICE TO PROCEED AND TIMING

4. **Notice to Proceed.** No work, services, material, or equipment shall be performed or furnished under this AGREEMENT unless and until a "Notice to Proceed" has been given to CONTRACTOR by CITY and all bonds and certificates of insurance required pursuant hereto have been furnished to and approved by CITY.

5. **Time of Completion.** CONTRACTOR agrees to commence the work to be performed under this AGREEMENT on the start of construction date specified in the "Notice To Proceed" and to diligently prosecute the work to completion by the completion date specified in the Notice to Proceed, which the parties agree is sixty (60) **WORKING DAYS**.

6. **Time of the Essence.** Time is of the essence of this AGREEMENT.

7. **Liquidated Damages/Additional Actual Damages.** It is agreed by the parties hereto that in case the total work called for hereunder in all parts and requirements is not finished or completed within the number of working days as set forth herein, damage will be sustained by the CITY, and that it is and will be impractical and extremely difficult to ascertain and determine the actual damage which the CITY will sustain in the event of and by reason of such delay. It is therefore agreed the CONTRACTOR will pay to the CITY the sum of seven thousand nine hundred & 00/100 dollars ($7,900.00) per calendar day for each and every day of delay in finishing the work in excess of the number of days prescribed in Section 5, and the CONTRACTOR agrees to pay said liquidated

damages herein provided for and further agrees that the CITY may deduct the amount thereof from any monies due or that may become due the CONTRACTOR hereunder. Liquidated damages shall be a measurement of the sum to compensate the public for inconvenience from not having the work completed on time and the cost of CITY staff to monitor the job beyond the completion date. CITY shall further be entitled to recover its additional actual damages incurred which shall be supplemental to the liquidated damages.

Provided strict compliance with Section 22 below is effected, the CONTRACTOR will be granted an extension of time and will not be assessed with liquidated damages for any portion of the delay in completion of the work beyond the time named herein due to unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including, but not restricted to, acts of God or of the public enemy, fire, floods, epidemics, quarantine restrictions, strike, and unsuitable weather, or delays of subcontractors due to such causes.

JOB PROGRESS AND COOPERATION

8. **Job Progress.** CONTRACTOR agrees to maintain a realistic critical path analysis throughout the project. CONTRACTOR agrees to meet with CITY's PROJECT MANAGER or designee on a weekly or other periodic basis, or as requested by CITY to review job progress. PROJECT MANAGER for purposes of this AGREEMENT shall be the Director of Public Works or such designee as has been given the authority for this project in a written designation. CONTRACTOR agrees to provide CITY with critical path analysis documentation whenever job progress is impacted so that the completion date may be affected or whenever delays or other impacts may give rise to CONTRACTOR's claim for additional days or additional damages. Delay and other claims of damages based on CONTRACTOR's planned early completion are prohibited.

9. **Cooperation.** CONTRACTOR agrees to cooperate with CITY's PROJECT MANAGER or designee and to provide submittals and participate in meetings in a good faith effort to complete the project. If disagreements arise, CONTRACTOR agrees to document the disagreement in accordance with these AGREEMENT provisions and provide CITY with early notice of the same for later resolution but shall continue to cooperate and prosecute the work to completion in a diligent manner. Nothing herein shall excuse CONTRACTOR's strict compliance with Section 22 if additional time or money is sought.

10. **CONTRACTOR'S Independent Investigation.**

(a) No plea of ignorance of conditions that exist or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work under this AGREEMENT, as a result of failure to make the necessary independent examinations and investigations, and no plea of reliance on initial investigations or reports prepared by CITY for purposes of letting this AGREEMENT out to bid, will be accepted as an excuse for any failure or omission on the part of the CONTRACTOR to fulfill in every detail all requirements of said AGREEMENT, specifications, and plans, nor will such reasons be accepted as a basis for any claims whatsoever for extra compensation or for an extension of time except as provided in Section 22 of this AGREEMENT.

(b) Except as specifically provided in the CONTRACT DOCUMENTS, information provided for purposes of bidding do not represent "conditions indicated" as being in existence and are provided for the convenience of the parties in making their own investigation.

PREVAILING WAGES & LABOR, WAGE, AND HOURS LAWS

11. **Compliance with the Davis-Bacon Act.** This provision does not apply to this AGREEMENT.

12. **Public Work/DIR Registration.** Notice is provided pursuant to Labor Code Section

1781 that this is a "public work" as defined in Chapter 1, Part 7, Division 2 of the Labor Code, to which Section 1771 applies. CONTRACTOR shall pay prevailing wages, unless exempt. All contractors and subcontractors working on this job shall be registered with the Department of Industrial Relations using online form 100.

13. 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. CONTRACTOR 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.

14. 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. Each contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Electronic certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or contain the same information. THE CONTRACTOR'S AND SUBCONTRACTOR'S PAYROLL RECORDS SHALL BE SUBMITTED TO CITY ON A WEEKLY BASIS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SUBMITTAL OF SUB-CONTRACTOR'S PAYROLL RECORDS. Additionally, CONTRACTOR or subcontractor has 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 CONTRACTOR or subcontractor fails to comply within the ten (10) day period, he or she 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 CONTRACTOR under this AGREEMENT.

15. Penalty. CONTRACTOR and any subcontractor under CONTRACTOR 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 CONTRACTOR or any subcontractor under CONTRACTOR) 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 CONTRACTOR 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 CONTRACTOR or subcontractor, in accordance with Section 1775 of the Labor Code of the State of California.

16. Apprentices. If applicable, the provisions of Labor Code Section 1777.5 requiring the use of apprentices in certain ratios to journeymen on the project are hereby imposed upon CONTRACTOR.

17. Legal Day's Work. In the performance of this AGREEMENT, not more than eight (8) hours shall constitute a day's work, and the CONTRACTOR shall not require more than eight (8) hours of labor in a day from any person employed by him hereunder except as provided in Labor Code Section 1815. CONTRACTOR 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 the CONTRACTOR shall forfeit to the CITY as a penalty the sum of Twenty-Five Dollars ($25.00) for each worker employed in the execution of this AGREEMENT by the CONTRACTOR or any subcontractor 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 sums owed pursuant to this AGREEMENT.

PROGRESS PAYMENTS AND RETENTION

18. **Progress Payments.** Pursuant to Public Contract Code Section 7201, prior to the fifteenth (15th) day of the month next following the commencement of the work, there shall be paid to CONTRACTOR a sum equal to ninety-five percent (95%) of the value of the work completed since the commencement of the work as determined by CITY and thereafter prior to the fifteenth (15th) day of each successive month as the work progresses. CONTRACTOR shall be paid such sum as will bring the payments up each month to ninety-five percent (95%) of the value of the work completed since the commencement of the work as determined by CITY, less all previous payments and authorized deductions, provided that CONTRACTOR submits their request for payment prior to the last Wednesday of each preceding month. Pursuant to Public Contract Code 7107, CITY shall make the final payment, if unencumbered, or any part thereof unencumbered, within sixty (60) days after the date of completion. Notwithstanding the foregoing, CONTRACTOR shall provide CITY with all documentation required by this AGREEMENT, including the Final Closeout Agreement and Release of All Claims, as well as any other documents required by the CONTRACT DOCUMENTS, such as as-builts, red-line plans, manufacturers and specific guarantees, and owner's manuals prior to receiving final payment. Payments shall be made on demands drawn in the manner required by law, accompanied by a certificate signed by the Director of Public Works, stating that the work for which payment is demanded has been performed in accordance with the terms of the AGREEMENT, and that the amount stated in the certificate is due under the terms of the AGREEMENT. Partial payments on the AGREEMENT price shall not be considered as an acceptance of any part of the work. Nothing herein shall limit CITY's right to withhold one hundred fifty percent (150%) of disputed amounts in the event of a good faith dispute.

19. **Prompt Payments**. CITY agrees to promptly make progress payments on undisputed and properly submitted payment requests within thirty (30) days and to comply with the provisions of Public Contract Code Section 20104.50.

20. **Retention Securities.** Pursuant to California Public Contract Code Section 22300, CONTRACTOR will be entitled to post approved securities with the CITY or an approved financial institution in order to have the CITY release funds retained by the CITY to ensure performance of the AGREEMENT.

21. **Federal Participation.** This provision does not apply to this AGREEMENT. If this project had involved federal funds, other provisions would be incorporated into this AGREEMENT. If those provisions had applied, the Davis-Bacon Act would govern the payment of prevailing wages.

CHANGE ORDERS / EXTRA TIME / EXTRA WORK

22. **Request for Extra Time or Additional Compensation.** The following provisions must be strictly complied with to obtain additional time to complete the job or to obtain additional compensation:

(a) Request for Change Order – Additional Time. The CONTRACTOR shall promptly notify the CITY of any delay and shall within ten (10) days from the beginning of any such delay notify the CITY in writing of the cause of the delay, and the CITY shall extend the time for completing the work if in its judgment the cause so merits. The CITY's determination on this matter shall be final and conclusive on the parties hereto. CONTRACTOR shall be required to submit a Request for Change Order, as set forth in this AGREEMENT, to the CITY's PROJECT MANAGER within ten (10) days of the beginning of such delay. No adjustment shall be allowed for such delay unless there is strict compliance with this contractual provision. CONTRACTOR's remedy shall be limited to the extra days granted and to any damages that it may be entitled to using the formula agreed to by the parties for all damages as provided in Section 23.

(b) Request for Change Order – Additional Compensation Sought.

(i) Should CONTRACTOR claim that the CITY is demanding extra work from it or

consider any work demanded of it to be outside the requirements of this AGREEMENT or if it considers any instruction, ruling, or decision of the PROJECT MANAGER to be unfair, they shall, within ten (10) days after any such demand is made, or instruction, ruling, or decision is given, file a written protest with the PROJECT MANAGER, stating clearly and in detail their objections and the reasons therefor. Except for such protests and objections as are made of record, in the manner and within the time above stated, the CONTRACTOR shall be deemed to have waived and does hereby waive all claims for extra work, damages, and extensions of time on account of demands, instructions, rulings, and decision of the PROJECT MANAGER.

(ii) Should CONTRACTOR claim that additional compensation is due it is because of an unforeseen condition, CONTRACTOR shall bring that to CITY's attention promptly and, within ten (10) days, shall submit a written request for change order to CITY. Except for such claims as are made of record, in the manner and within the time above stated, the CONTRACTOR shall be deemed to have waived and does hereby waive all claims for additional compensation on account of unforeseen conditions.

(c) Request for Change Order – City Form to Be Used. CITY's Request for Change Order form, which is attached hereto as part of this AGREEMENT, shall be the form that must be submitted in a timely fashion for a request for either additional time or additional compensation. By initialing, the CONTRACTOR specifically agrees to use said form for those purposes and understands that, if they do not submit that form in a timely manner, they waive the right to request additional time or compensation. No oral modifications or other forms of communication shall be accepted as compliance with this provision.

Contractor's Initials BS

(d) Change Order. Should CITY agree that a change order is warranted for either additional time or compensation, a written change order shall be executed. If CITY does not agree to the change order, and CONTRACTOR has provided timely notices and submitted its written request for change order in a timely manner, CONTRACTOR will have preserved the issue for later resolution in compliance with other procedures set forth in this AGREEMENT or as the law (including, but not limited to, Public Contract Code 9204) may otherwise require or allow.

(e) Change Order Authority. The following authority is hereby given to make change orders:

(i) Change Orders for Extra Time. The City Manager, Director of Public Works, or PROJECT MANAGER shall have the authority to grant extra days without limit.

(ii) Change Orders for Extra Compensation. The Director of Public Works shall have the authority to make change orders up to an aggregate amount of ten percent (10%) of the original contract amount.

23. **Damages / Extra Work Compensation.** The parties have agreed to modify the formula for damages set forth in the Standard Specifications for Public Works Construction. The parties agree that the following damage formula shall be used to measure all of CONTRACTOR's damages or extra work required by this job. CONTRACTOR shall be limited to the following:

Direct Costs	Markup
Labor	20%
Materials	15%
Equipment Rental	15%
Subcontracted Work	10% (First $5,000)
Subcontracted Work	5% (Work in excess of first $5,000)
Specialty Subcontracting (required by extra work)	5% (Provided at least three (3) competitive bids are obtained and CONTRACTOR selected the lowest bidder)

Excluded from recovery shall be "Eichleay damages," home office overhead, insurance and bonding costs, lost bonding capacity, lost profits, and lost interest.

CONTRACTOR acknowledges that his recovery for damages or extra work is limited as provided in this Section.

Contractor's Initials RS

SUBCONTRACTING

24. **Subcontracting.** CONTRACTOR acknowledges that they are aware of the provisions of the "Subletting and Subcontracting Fair Practices Act" (Public Contract Code Sections 4100 et seq.) and agrees to comply with all applicable provisions thereof. If any part of the work to be done under this AGREEMENT is subcontracted, the subcontract shall be in writing and shall provide that all work to be performed thereunder shall be performed in accordance with this AGREEMENT. Upon request, certified copies of any or all subcontracts shall be furnished to CITY. The subcontracting of any or all of the work to be done will in no way relieve CONTRACTOR of any part of his responsibility under the AGREEMENT. Pursuant to Public Contract Code Section 4110, CONTRACTOR's violation of any of the provisions of the Subletting and Subcontracting Fair Practices Act violates this AGREEMENT and CITY may cancel this AGREEMENT or assess CONTRACTOR a penalty of not more than ten percent (10%) of the subcontract involved. CITY may deduct this penalty from any monies due or that may become due to CONTRACTOR for work performed under this AGREEMENT.

All persons engaged in the work, including subcontractors, will be considered as employees of CONTRACTOR. CONTRACTOR will be held responsible for their work. CITY will deal directly with and make all payments to CONTRACTOR.

When a subcontractor fails to prosecute a portion of the work required under this AGREEMENT in a manner satisfactory to the CITY, CONTRACTOR shall remove such subcontractor immediate upon written request of the CITY, and shall request approval of a replacement subcontractor to perform the work in accordance with the Subletting and Subcontracting Fair Practices Act at no added cost to the CITY.

STOP NOTICES

25. **Additional Costs.** Pursuant to Civil Code Section 9358, upon receipt of a stop notice, CITY shall withhold from payment to CONTRACTOR sufficient funds due or to become due to pay the claim stated in the stop notice and provide for reasonable costs of litigation. One hundred

twenty-five percent (125%) of the amount of the claim stated in the stop notice shall be a reasonable amount to withhold. In addition to the remedies authorized by law, CONTRACTOR shall reimburse CITY for administrative expenses incurred in processing Notices to Withhold, Stop Notices, or similar legal documents arising out of a failure of CONTRACTOR to pay for labor or materials. Said obligation shall be provided for in CONTRACTOR's payment bond. CITY shall have the right to deduct any such expenses from amounts due or to become to CONTRACTOR under this AGREEMENT.

COMPLETION

26. CONTRACTOR'S Waiver. CONTRACTOR agrees to execute a Final Close Out Agreement and Release of All Claims on CITY's form. The execution by CONTRACTOR of the Final Close Out Agreement and Release of All Claims shall constitute a waiver of all claims against CITY under or arising out of this AGREEMENT unless otherwise stated in said document.

27. Guarantees. CONTRACTOR shall and hereby does guarantee all work for a period of one (1) year after the date of acceptance of the work by the CITY and shall repair and replace any and all such work, together with any other work which may be displaced in so doing, that may prove defective in workmanship and/or materials within the one (1) year period from the date of acceptance, without expense whatsoever to the CITY, ordinary wear and tear and usual abuse or neglect excepted. In the event of failure to comply with the aforementioned conditions within five (5) days after being notified in writing, the CITY is hereby authorized to proceed to have the defects repaired and made good at the expense of the CONTRACTOR, who shall pay the cost and charges therefore immediately on demand. This guarantee shall be in addition to any manufacturer or specific guarantees that may be required. CONTRACTOR shall provide those manufacturers and specific guarantees before CONTRACTOR may claim entitlement to final payment.

INDEMNIFICATION

28. Indemnity. CONTRACTOR shall indemnify, defend with legal counsel approved by CITY, and hold harmless CITY, its officers, officials, employees, and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this AGREEMENT, except such loss or damage which is caused by the sole or active negligence or willful misconduct of the CITY. Should conflict of interest principles preclude a single attorney from representing both CITY and CONTRACTOR, or should CITY otherwise find CONTRACTOR's attorney unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable attorney's fees, expert fees and all other costs and fees of litigation. The CONTRACTOR shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees, and volunteers) with respect to claims determined by a trier of fact to have been the result of the CONTRACTOR's negligent, reckless, or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive the lapse, termination, or completion of this AGREEMENT.

CONTRACTOR obligations under this section apply regardless of whether or not such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of CITY under any provision of this agreement, CONTRACTOR shall not be required to indemnify and hold harmless CITY for liability attributable to the sole or active negligence of CITY, provided such sole or active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where CITY is shown to have been solely or actively negligent, and where CITY's sole or active negligence accounts for only a percentage of the liability involved, the obligation of CONTRACTOR will be for that entire portion or

percentage of liability not attributable to the sole or active negligence of CITY.

Notwithstanding any limits provided for indemnification, CONTRACTOR's duty to defend is broader. To the fullest extent permitted by law, CONTRACTOR agrees to provide CITY with a defense, with counsel reasonably acceptable to CITY, or pay CITY's costs of defense, upon service of any complaint, petition, or other pleading that requires CITY to defend itself in any proceeding arising out of the work described in this AGREEMENT. Said obligation shall not extend to disputes between CONTRACTOR and CITY.

INSURANCE

29. Insurance. Without limiting CONTRACTOR's indemnification of CITY, and prior to commencement of Work, CONTRACTOR 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 satisfactory to CITY. This duty or obligation shall survive the lapse, termination, or completion of this AGREEMENT.

General Liability Insurance. CONTRACTOR 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, $3,000,000 general aggregate, for bodily injury, personal injury, and property damage, and a $3,000,000 completed operations aggregate. 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.

Automobile Liability Insurance. CONTRACTOR 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 the CONTRACTOR arising out of or in connection with 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 combined single limit for each accident.

Umbrella or Excess Liability Insurance. *[If required to meet higher limits].*

Umbrella Liability Insurance Requirements. CONTRACTOR 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. CONTRACTOR shall obtain and maintain an excess liability insurance policy. This policy must be structured to provide additional coverage over the CONTRACTOR'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.

Workers' Compensation Insurance. CONTRACTOR shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least $1,000,000) for CONTRACTOR 's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, CONTRACTOR shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees. CONTRACTOR 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.

Contractor's Pollution Liability Insurance. Coverage shall provide for liability arising out of sudden, accidental, and gradual pollution and remediation. The policy limit shall be no less than $1,000,000 per claim and in the aggregate. All activities contemplated in this AGREEMENT shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for remediation of the site in the event of an environmental contamination event arising out of the materials, supplies, products, work, operations, or workmanship. The policy shall provide coverage for the hauling of waste from the PROJECT site to the final disposal location, including non-owned disposal sites. If coverage is provided under a claims-made policy, any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and the CONTRACTOR agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using SUBCONTRACTORS, the Policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The CITY, its officials, officers, agents, employees, and volunteers shall be included as insureds under the policy.

Proof of Insurance. CONTRACTOR 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. CONTRACTOR 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 CONTRACTOR, their agents, representatives, employees or SUBCONTRACTORS/SUBCONSULTANTS. CONTRACTOR 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, agents, and volunteers shall continue as additional insureds under such policies.

Primary/Noncontributing. Coverage provided by CONTRACTOR 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.

Products/Completed Operations Coverage. Products liability coverage shall extend for a minimum of three years (3) after project completion, and completed operations coverage for construction agreements shall extend for ten (10) years from the date of substantial completion of the PROJECT or the statute of repose, whichever is longer. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of INDEPENDENT CONTRACTORS. If the insured is using SUBCONTRACTORS, the Policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The CITY, its officials, officers, agents, and employees, shall be included as additional insureds under the Products and Completed Operations coverage.

CITY's Rights of Enforcement. In the event any policy of insurance required under this AGREEMENT does not comply with these requirements or is canceled and not replaced, CITY has the right but not the duty to obtain the insurance it deems necessary and any premium paid by CITY will be promptly reimbursed by CONTRACTOR or CITY will withhold amounts sufficient to pay premium from CONTRACTOR 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 the 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 CONTRACTOR or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. CONTRACTOR hereby waives its own right of recovery against CITY and shall require similar written express waivers and insurance clauses from each of its SUBCONTRACTORS/SUBCONSULTANTS.

Enforcement of Contract Provisions (non estoppel). CONTRACTOR acknowledges and agrees that any actual or alleged failure on the part of the CITY to inform CONTRACTOR of non-compliance 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 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. If the CONTRACTOR maintains higher limits than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits maintained by the CONTRACTOR. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

Notice of Cancellation. CONTRACTOR 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 CONTRACTOR'S insurers are unwilling to provide such notice, then CONTRACTOR

shall have the responsibility of notifying the CITY immediately in the event of CONTRACTOR'S failure to renew any of the required insurance coverages, or insurer's cancellation or non-renewal.

Additional Insured Status. General liability, automobile liability, pollution 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 CONTRACTOR'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. CONTRACTOR agrees to ensure that its SUBCONSULTANTS, SUBCONTRACTORS, and any other party who is brought onto or involved in the PROJECT/SERVICE by CONTRACTOR (hereinafter collectively "SUBCONTRACTOR"), provide the same minimum insurance coverage and endorsements required of CONTRACTOR. CONTRACTOR 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 CONTRACTOR'S SUBCONTRACTOR cannot comply with this requirement, which proof must be submitted to the CITY, CONTRACTOR 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 CONTRACTOR, but in all other terms consistent with the CONTRACTOR'S requirements under this agreement. This provision does not relieve the CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR under this agreement given the limited scope of work or services provided by the subcontractor. CONTRACTOR 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 Requirements. The CITY reserves the right at any time during the term of the AGREEMENT to change the amounts and types of insurance required by giving the CONTRACTOR a ninety (90)-day advance written notice of such change. If such change results in substantial additional cost to the CONTRACTOR, the CITY and CONTRACTOR may renegotiate CONTRACTOR'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. CONTRACTOR shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from CONTRACTOR's performance under this AGREEMENT, and that involve or may involve coverage under any of the required liability policies.

Additional Insurance. CONTRACTOR 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.

30. Workers' Compensation.

i. CONTRACTOR shall carry Workers' Compensation Insurance and require all SUBCONTRACTORS to carry Workers' Compensation Insurance as required by the Labor Code of the State of California. CONTRACTOR, by executing this AGREEMENT, hereby certifies:

> "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this AGREEMENT."

ii. CONTRACTOR acknowledges that it is unlawful and a crime to intentionally make false statements about employees that misclassify their job duties to obtain lesser premium costs or for other improper purposes. CONTRACTOR agrees that if it makes false statements about its employees for the purpose of obtaining lower workers' compensation premiums or for other unlawful purposes, it shall be considered a material breach of this AGREEMENT.

31. Bonds. Within the time period set forth in the CONTRACT DOCUMENTS and prior to commencing the Work on the PROJECT, the CONTRACTOR shall file with the CITY good and sufficient labor and material payment bond (Payment Bond) and performance bond (Performance Bond) in the amount of one hundred percent (100%) of the Contract Sum covering performance of the Work other than the professional design services portion of the Work. The Performance Bond and Payment Bond shall be in the form required by the CONTRACT DOCUMENTS. The amounts of the Payment Bond and Performance Bond shall be increased as, when and in the amount of any Change Orders that are executed increasing the Contract Sum, the CONTRACTOR shall, upon request by the CITY, provide evidence of such increases. Should the Payment Bond or Performance Bond or any Surety on such bond become or be determined by the CITY to be insufficient, it shall be replaced within ten (10) days by a bond that fully complies with the requirements of this Section. No further payments to the AGREEMENT for the Work performed shall be made or due until the CONTRACTOR has fully complied with the requirements of this Section.

Duration. The Payment Bond shall remain in effect until acceptance of the Work and payment of all stop notices and claims by the CONTRACTOR or the Subcontractors, of any Tier, have been satisfied. The Performance Bond shall remain in effect and assure faithful performance of all the CONTRACTOR's obligations under the CONTRACT DOCUMENTS, including, without limitation, all obligations that survive final completion or termination, such as, but not limited to, CONTRACTOR's warranty, commissioning, and indemnity obligations.

Surety. At the time the AGREEMENT is signed and at all times thereafter until Final Payment has been made by the CITY, the Surety on the Payment Bond shall be an Admitted Surety and the Surety on the Performance Bond shall be a licensed Surety in good standing with the California Department of Insurance, and having an A.M. Best's Insurance Rating of not less than A-: VI.

Premiums. The premiums for all bonds are included in the Contract Sum and shall be paid by the CONTRACTOR.

Obligee. The Payment Bond and Performance Bond shall each name the CITY as obligee. All bonds purchased by the SUBCONTRACTORS shall name the CONTRACTOR and the CITY as dual obligees.

No Exoneration. Changes, Change Orders, Unilateral Change Orders, Field Orders, Modifications and adjustments to the Contract Sum or Contract Time shall in no way release or exonerate the CONTRACTOR or its Surety from their obligations and notice thereof shall be waived by the Surety. The foregoing provision shall be included in the terms of the Payment Bond, Performance Bond and any bonds obtained by the SUBCONTRACTORS.

Communications. The CITY shall have the right to communicate with the CONTRACTOR's sureties with respect to matters that are related to the CONTRACTOR's performance of its obligations under the CONTRACT DOCUMENTS. Such communications shall not create, or be interpreted as creating, any contractual relationship between the CITY and the Surety.

No Limitation. The requirements of this Section pertaining to the Performance Bond and the Payment Bond shall be without limitation to any other obligations the CONTRACTOR may have under Applicable Law to provide bonding for the benefit of and to assure payment to the SUBCONTRACTORS or SUBCONSULTANTS performing the Work for the PROJECT.

TERMINATION

32. Termination.

A. If CONTRACTOR should fail to comply with any of the provisions hereof, or in the event CONTRACTOR should become the subject of a proceeding under state or federal law for relief of debtors, or if CONTRACTOR makes an assignment for the benefit of creditors, CITY shall have the right to hold CONTRACTOR in default and cancel this AGREEMENT in whole or in part.

B. Should CONTRACTOR, at any time during the progress of the work, refuse or neglect to supply sufficient material or labor, or fail in compliance with any provision of this AGREEMENT, CITY shall have the right, without prejudice to any other right or remedy it may have, to provide such materials and labor, or make good such deficiencies as CITY may deem expedient after three (3) days' notice in writing, delivered or mailed to CONTRACTOR at their last address on file with CITY, and CONTRACTOR shall be liable for the cost and expense thereof which may be deducted by CITY from any money due or that may become due CONTRACTOR.

C. Without limiting any rights which CITY may have by reason of any default by CONTRACTOR hereunder, CITY reserves the right to terminate this AGREEMENT in whole or in part at its convenience. In such event CITY shall compensate CONTRACTOR, subject to deduction for previous payments and authorized deductions: (i) by reimbursing CONTRACTOR for reasonable and necessary expenditures and costs that are actually incurred in performing under this AGREEMENT, (ii) by reimbursing CONTRACTOR for reasonable and necessary expenditures made and costs actually incurred with CITY's prior written approval in settling or discharging outstanding commitments entered into by CONTRACTOR in performing under this AGREEMENT, and (iii) by paying CONTRACTOR as a profit, insofar as a profit is realized hereunder, an amount equal to the profit on the entire AGREEMENT estimated at the time of termination, multiplied by the percentage of completion of the reasonable and necessary work on the PROJECT. In no event, however, will the compensation to CONTRACTOR exceed the total AGREEMENT price less payments previously made and less the AGREEMENT price of work not terminated. Upon receipt of any notice of termination, CONTRACTOR shall, unless the notice otherwise directs, (i) immediately discontinue the work and the placing of all orders and subcontracts in connection with this AGREEMENT, (ii) immediately cancel all existing orders and subcontracts made hereunder, and (iii) immediately transfer to CITY all materials, supplies, work-in-process, appliances, facilities, equipment, machinery, and tools acquired by CONTRACTOR in connection with the performance of this AGREEMENT.

CLAIM RESOLUTION

33. Resolution of Claims. For all claims that are Three Hundred Seventy-Five Thousand Dollars ($375,000.00) or less, the provisions of Public Contract Code Section 20104 et seq. (Article 1.5 - Resolution of Construction Claims) shall be followed.

34. Notice to Contractor of Claims. CITY shall provide notice to CONTRACTOR upon receipt of any third-party claim related to the AGREEMENT.

CONTRACT DOCUMENTS AND INTERPRETATION

35. Other Documents Included. It is further agreed by the parties hereto that the following documents are incorporated herein by reference and are to be read and construed together as the full, complete, and integrated terms of this AGREEMENT and, collectively with this AGREEMENT, may be referred to as the CONTRACT DOCUMENTS:

A. Notice Inviting Bids
B. Instructions to Bidders
C. General Provisions (Incorporating Portions of the Caltrans Standard Specifications)
D. Special Provisions (Construction Details)
E. Construction Provisions (Individual Bid Items)
F. Proposal
G. Construction Plans
H. City Public Works Standard Plans
I. City Request for Change Order/Change Order
J. Notice to Proceed
K. Labor and Materials Bond
L. Performance Bond
M. Final Closeout Agreement

36. Interpretation of Incorporated Documents. In the event of any conflict, inconsistency, or incongruity between the provisions of this AGREEMENT and the provisions of any document listed in Section 35 hereof, the provisions of this AGREEMENT shall prevail unless a contrary intent is shown. The parties acknowledge that the Caltrans Standard Specifications is a document that is prepared for use in state street projects and is to be used to supplement this AGREEMENT. As used in the Standard Specifications, "Engineer" shall refer to CITY's Director of Public Works-City Engineer, the Attorney General shall mean the Attorney for the CITY, and laws that pertain exclusively to state projects or contracts shall not apply but instead those provisions pertaining to CITY projects and CITY contracts shall be applied. To the extent the Standard Specifications provide for additional procedures that are not inconsistent with the provisions of this AGREEMENT, those additional procedures shall be interpreted to supplement this AGREEMENT.

This AGREEMENT shall be interpreted as though it had been drafted by the CITY and the CONTRACTOR equally. This AGREEMENT shall be interpreted according to the laws of the State of California.

37. Integration/No Oral Modifications. This AGREEMENT integrates all understandings of the parties. Any amendment to this AGREEMENT must be made in writing and signed by the parties with legal authority to execute the same. CONTRACTOR is aware that CITY is a general law city and that, pursuant to Government Code Section 40602, contract amendments may only be entered into by compliance with those formalities. Notwithstanding the above, requests for additional time or compensation may be made by following the procedures and using the form incorporated into this AGREEMENT. The limits of authority to enter into such amendments (change orders) shall be those provided in Section 22 of this AGREEMENT.

38. Effect of Invalidity. The invalidity in whole or in part of any provision hereof shall not affect the validity of any other provision.

MISCELLANEOUS

39. Discrimination, Minorities, Aliens. The CONTRACTOR shall not discriminate nor allow its employees, agents, principals, or subcontractors to discriminate against any employee or applicant for employment on the basis of race, religious creed, national origin, or sex. CONTRACTOR shall take affirmative steps to hire qualified minority individuals when job opportunities occur and utilize local business firms when possible and when consistent with California Constitution Article 1, Section 31 (a) [Proposition 209].

40. Equal Employment Opportunity. CONTRACTOR shall comply with all provisions of Executive Order 11246, entitled "Equal Employment Opportunity" and amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR part 60).

41. Drug-Free Work. CONTRACTOR agrees to provide a drug-free workplace in accordance with 24 CFR part 24, sub-part F. Under 24 CFR part 24, sub-part F, the CONTRACTOR will provide certification in writing that it will provide a drug-free workplace by:

(a) Publicizing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the action it will take against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about:

1. Degrees of drug abuse in the workplace;
2. The policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance programs; and
4. The penalties which may be imposed on employees for drug abuse violations occurring in the workplace.

(c) Making it a requirement that every employee to be engaged in the performance of the AGREEMENT be given a copy of the statement required by Subsection (a);

(d) Notifying employees in the statement required by Subsection (a) that as a condition of employment under the AGREEMENT the employee will:

1. Abide by the term of the statement; and
2. Notify the employer in writing of any conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction.

(e) Notifying CITY in writing within ten (10) calendar days after receiving notice under Subsection (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employer of said convicted employee must provide notice, including conviction title, to the CITY;

(f) Taking one of the following actions, within thirty (30) calendar days of receiving notice under Subsection (d)(2), with respect to any employee who is so convicted:

1. Taking appropriate action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of Sections (a), (b), (c), (d), (e), and (f).

42. Permits. The CONTRACTOR shall obtain from the CITY, County, State, or other responsible public agencies all licenses and permits, and pay all fees related thereto, necessary to complete the job.

43. Assignment. No assignment by the CONTRACTOR of this AGREEMENT or any part hereof, or of funds to be received hereunder, will be recognized by the CITY unless such assignment has had prior written approval and consent of the CITY and the Surety.

44. Safety and Site Condition. CONTRACTOR shall perform all operations with due regard for safety and in strict compliance with all applicable laws relating thereto. It shall be CONTRACTOR's responsibility to keep the site in a clean, neat, and orderly condition. It shall also be CONTRACTOR's duty to dust-palliate all working areas and access routes, if applicable. All operations shall be conducted by CONTRACTOR so that no fire hazards are created.

45. Utility Location. CITY acknowledges its responsibilities with respect to locating facilities pursuant to California Government Code Section 4215.

46. Trenching. If this AGREEMENT involves digging trenches or other excavations that extend deeper than four feet (4') below the surface, CONTRACTOR shall promptly, and before the following conditions are disturbed, notify the CITY in writing, of any:

(a) Material that the CONTRACTOR believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

(b) Subsurface or latent physical conditions at the site differing from those indicated.

(c) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the AGREEMENT.

The CITY shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the CONTRACTOR's cost of, or the time required for, performance of any part of the work shall issue a change order in accordance with the procedures described in this AGREEMENT.

In the event that a dispute arises between the CITY and the CONTRACTOR whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the CONTRACTOR's cost of, or time required for, performance of any part of the work, the CONTRACTOR shall not be excused from any scheduled completion date provided for by the AGREEMENT but shall proceed with all work to be performed under the AGREEMENT. The CONTRACTOR shall retain any and all rights provided either by this AGREEMENT or by law which pertain to the resolution of disputes and protests between the contracting parties provided that CONTRACTOR complies with Section 22 when asserting such claim.

47. Notices. The parties hereto agree that all formal notices required by this AGREEMENT may be provided to the following persons at the following addresses by sending the same by certified or registered mail as follows:

CITY: City Clerk
Fountain Valley City Hall
10200 Slater Avenue

Fountain Valley, California 92708

CONTRACTOR: Calmex Engineering, Inc.
2750 South Lilac Avenue
Bloomington, CA 92316
Attn: Robert J. Stone, President

48. Gratuities. CONTRACTOR warrants that neither it nor any of its employees, agents, or representatives has offered or given any gratuities to CITY's employees, agents, or representatives with a view toward securing this AGREEMENT or securing favorable treatment with respect thereto.

49. Conflict of Interest. CONTRACTOR warrants that they have no blood or marriage relationship with, and that they are not in any way associated with, any architect, engineer, or other preparer of the plans and specifications for this project.

50. Copeland "Anti-Kickback" Act. If applicable to this AGREEMENT, CONTRACTOR and its subcontractors shall comply with the provisions of the Copeland "Anti-Kickback" Act (18 U.S.C. Section 874), as supplemented in Department of Labor regulations, which Act provides that each contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of any public work, to give up any part of the compensation to which they are otherwise entitled.

51. 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. Nothing in this provision shall excuse CONTRACTOR's duty to provide CITY with a defense at CONTRACTOR's cost when CITY receives a complaint, petition, or other pleading from a third-party requiring CITY to defend itself.

52. Assignment of Rights. Pursuant to Section 7103.5 of the Public Contract Code, in entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the CONTRACTOR or SUBCONTRACTOR offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the CONTRACTOR, without further acknowledgment by the parties.

53. SCAQMD and CARB Compliance. CONTRACTOR agrees to comply with all South Coast Air Quality Management District (SCAQMD) and California Air Resources Board (CARB) requirements, including, but not limited to, compliance with CARB Regulations limiting idling of self-propelled diesel-fueled on-road and off-road vehicles and equipment (25 HP and up) to no more than five (5) consecutive minutes as specified in Title 13 of the California Code of Regulations, section 2449 (d)(2), Idling.

54. Mined Construction Materials. CONTRACTOR shall not purchase mined construction material except from a mining operation that is currently identified in the list published pursuant to subdivision (b) of Section 2717 of the Public Resources Code. Refer to the current 3098 list for qualified mining operations at www.consrv.ca.gov/OMR/ab_3098_list/current_list.

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

CITY OF FOUNTAIN VALLEY

Jim Cunneen, Mayor

ATTEST:

Rick Miller, City Clerk

APPROVED AS TO FORM:

HARPER & BURNS LLP

Attorneys for the CITY

APPROVED AS TO CONTENT:

Scott Smith, Director of Public Works

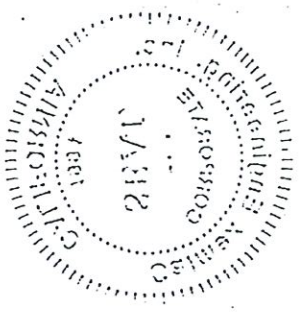
CONTRACTOR

SIGNATURE

Name: Robert J. Stone, President

Address: Calmex Engineering, Inc
2750 South Lilac Avenue
Bloomington, CA 92316

By: Robert J. Stone, President



A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not truthfulness, accuracy, or validity of that document.

State of California)
County of San Bernardino)

On May 28, 2024 (Date) before me, Valeria Barajas, Public Notary, (Here insert Name and Title of the Officer)

Personally appeared Robert J. Stone (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct

WITNESS my hand and official seal.

VALERIA BARAJAS
Notary Public - California
San Bernardino County
Commission # 2483822
My Comm. Expires Mar 5, 2028

Signature _____
Signature of Notary Public

CITY OF FOUNTAIN VALLEY
PAYMENT BOND
(LABOR AND MATERIAL BOND)

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, CITY OF FOUNTAIN VALLEY, a municipal corporation, by minute order of the City Council, adopted on June 16, 2026, has awarded to

Calmex Engineering, Inc.
2750 South Lilac Avenue
Bloomington, CA 92316
Click or tap here to enter text.

hereinafter designated as the "PRINCIPAL," an AGREEMENT for the work described as follows: **Project No.** 24011, Rehabilitation and Resurfacing of Euclid Street from Slater Avenue to Talbert Avenue and Talbert Avenue from Brookhurst Street to Bushard Street. Said AGREEMENT is fully incorporated herein by reference.

WHEREAS, said PRINCIPAL is required by the provisions of said AGREEMENT and of the Civil Code to furnish a bond in connection with said AGREEMENT, as hereinafter set forth.

NOW, THEREFORE, WE, the undersigned CONTRACTOR, as PRINCIPAL, and

Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.

hereinafter designated as the "SURETY," duly authorized to transact business under the laws of the State of California, as SURETY, are held and firmly bound unto the CITY OF FOUNTAIN VALLEY, in the penal sum of: two million six hundred forty-three thousand seven hundred thirty-one & 50/100 dollars ($2,643,731.50), said sum being not less than one hundred percent (100%) of the estimated amount payable under the terms of the AGREEMENT for which payment well and truly be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, if said PRINCIPAL or his subcontractors, or the heirs, executors, administrators, successors, or assigns thereof, shall fail to pay any person or party listed in California Civil Code Section 9554(b), including any of the persons named in Section 9100 of the Civil Code of the State of California for any materials, provisions, provender, or other supplies used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor performed by any such claimant or any amounts require deducted, withheld, and paid over to the Employment Development Division from the wages of employees of

the CONTRACTOR and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor, then said SURETY will pay for the same, in an amount not exceeding the sum set forth hereinabove, and in addition, in case suit is brought upon the bond, will pay a reasonable attorney's fee to be fixed by the court. This bond shall inure to the benefit of any and all persons named in the aforesaid Civil Code Section 9100 so as to give a right of action to them or their assigns in any suit brought upon the bond.

Further, the said SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or modification of the AGREEMENT documents or of the work to be performed thereunder shall in any way affect its obligation on this bond, and it hereby waives notice of any and all such changes, extensions of time, and alterations or modifications of the AGREEMENT documents and/or of the work to be performed thereunder.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this Click or tap here to enter text. day of Click or tap here to enter text., 2026.

CONTRACTOR: Calmex Engineering, Inc.

ADDRESS: Calmex Engineering, Inc.
2750 South Lilac Avenue
Bloomington, CA 92316

PRINCIPAL: Robert J Stone, President

By: Click or tap here to enter text.
Company Representative

In accordance with the AGREEMENT for **Project No.** 24011, Rehabilitation and Resurfacing of Euclid Street from Slater Avenue to Talbert Avenue and Talbert Avenue from Brookhurst Street to Bushard Street, all bonds shall have been issued by an admitted surety insurer, and the CITY reserves the right to object to any such surety, in accordance with Code of Civil Procedure Section 995.660.

By signing below, SURETY certifies that the bonds are issued by admitted surety.
SURETY

By: Click or tap here to enter text.
Company Representative

APPROVED AS TO FORM:

HARPER & BURNS LLP
Attorneys for the City
City of Fountain Valley

By /s/ Click or tap here to enter text.

FAITHFUL PERFORMANCE BOND
PAGE 1
Bond No. Click or tap here to enter text.

CITY OF FOUNTAIN VALLEY
FAITHFUL PERFORMANCE BOND

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Calmex Engineering, Inc.
2750 South Lilac Avenue
Bloomington, CA 92316
Click or tap here to enter text.

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WHEREAS, the said PRINCIPAL is required under the terms of said AGREEMENT to furnish a bond for the faithful performance of said AGREEMENT.

NOW, THEREFORE, WE, the undersigned CONTRACTOR, as PRINCIPAL, and

Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.
Click or tap here to enter text.

hereinafter designated as the "SURETY," duly authorized to transact business under the laws of the State of California, as SURETY, are held and firmly bound unto the CITY OF FOUNTAIN VALLEY, in the penal sum of: two million six hundred forty-three thousand seven hundred thirty-one & 50/100 dollars ($$2,643,731.50), said sum being not less than one hundred percent (100%) of the estimated amount payable under the terms of the AGREEMENT for which payment well and truly be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, if the above burden PRINCIPAL, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform all the undertakings, terms, covenants, conditions, and agreements in the said AGREEMENT and any alteration thereof made as therein provided, on his or their part, to be kept and performed, at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the CITY OF FOUNTAIN VALLEY, its officers, and its agents, as therein stipulated, then this obligation

shall become null and void, otherwise it shall be and remain in full force and virtue.

FAITHFUL PERFORMANCE BOND
PAGE 2
Bond No. Click or tap here to enter text.

In case suit is brought upon this bond, each party shall bear its own costs and attorney fees.

And the said SURETY, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the AGREEMENT or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the AGREEMENT or to the work or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this Click or tap here to enter text. day of Click or tap here to enter text., 2026.

CONTRACTOR: Calmex Engineering, Inc.

ADDRESS: Calmex Engineering, Inc.
2750 South Lilac Avenue
Bloomington, CA 92316

PRINCIPAL: Robert J Stone, President

By: Click or tap here to enter text.
Company Representative

Project No. 24011, Rehabilitation and Resurfacing of Euclid Street from Slater Avenue to Talbert Avenue and Talbert Avenue from Brookhurst Street to Bushard Street, all bonds shall have been issued by an admitted surety insurer, and the CITY reserves the right to object to any such surety, in accordance with Code of Civil Procedure Section 995.660.

By signing below, SURETY certifies that the bonds are issued by admitted surety.

SURETY

By: Click or tap here to enter text.
Company Representative

APPROVED AS TO FORM:

HARPER & BURNS LLP
Attorneys for the City
City of Fountain Valley

By /s/ Click or tap here to enter text.

WILLDAN

May 11, 2026

City of Fountain Valley
Ryan Damon
Engineering Associate
10200 Slater Avenue
Fountain Valley, CA 92708

Subject: Request for Proposals for Construction Management, Inspection, and (Optional) Materials Testing Services for the Euclid Street Rehabilitation Project from Slater Avenue to Talbert Avenue and Talbert Avenue From Brookhurst Street to Bushard Street

Dear Mr. Damon:

The City of Fountain Valley is seeking professional firm(s) to provide construction management, labor compliance, Inspection, and (optional) materials testing services for the Euclid Street Rehabilitation Project. Willdan Engineering (Willdan), a California corporation, is prepared to supplement the City with construction management, inspection, and material testing services to assist in the delivery of the City's capital improvement project

Willdan is a recognized leader in delivering engineering services to California cities and counties. The following strengths are what set us apart from the competition and make us the best-qualified team for this assignment:

Highly Skilled Project Manager, Construction Manager, and Construction Inspector.
Our proposed Project Manager/Resident Engineer, **Mr. Mike Bustos, PE**, has over 22 years of public works construction experience and has managed several of the City's recent water line and pavement improvement projects. He directs and monitors public works inspection services and oversees construction observation personnel. Mr. Bustos's experience includes construction management of federally funded projects, and he has participated in over a dozen successful Caltrans audits over the past two (2) years. He will be responsible for overall project management and will review our work product to ensure it complies with Willdan's and the City of Fountain Valley's requirements.

In addition to Mr. Bustos, Willdan's proposal includes **Mr. Arne Cvek** as Construction Manager. Mr. Cvek has experience managing large street improvement projects and is a recent graduate of the Caltrans Resident Engineering Academy. He will directly oversee the project inspector and will be responsible for the construction file. Lastly, **Mr. Mike Paieri** will serve as Willdan's proposed public works inspector and will report directly to Mr. Cvek. Mr. Paieri has over 30 years of experience in public works construction and is currently inspecting the City of Garden Grove Harbor Boulevard Pavement Improvement Project. His recent project experience includes the inspection of the City of Long Beach's $40 Million Great Artesia Project, which included the same elements as the City's Firestone Boulevard Improvement Hot Spot Project.

Unmatched Pavement Improvement Project Experience. Willdan has provided construction management and/or inspection services on numerous pavement-related projects for over 61 years, large scale HMA overlays, bike lanes, rehabilitations, slurry seals, and street widening.

Large Company with Boutique Company Approach. We have the resources of a large company but are staffed by individuals who respect our clients' unique needs. Every Willdan employee – including those working at City offices – seeks to understand each city's goals, policies, and practices based upon what is written in their general plans and development codes and how those goals and policies have been applied over time. This approach has contributed to Willdan's success.

Willdan looks forward to a continued and successful partnership with the City of Fountain Valley and its construction project needs. We welcome the opportunity to meet with the City to further discuss our qualifications and experience and to demonstrate how we can best assist the City with the requested construction management services.

Respectfully submitted,

WILLDAN ENGINEERING

Chris Baca, RCI, CESSWI
Director of Construction Services

910005/WW.00.40/P26-160_28343

CITY OF FOUNTAIN VALLEY

_____
Signature

_____
Date

Willdan Qualifications

Project Management/Construction Management and Inspection Services

Willdan provides expertise in all areas of construction management, inspection, labor compliance, material testing, and community relations with residents and businesses affected by construction. Our experienced team members serve as construction managers, resident engineers, and inspectors, and provide significant insight to identify and correct discrepancies, ambiguities, omissions, or conflicts in contract documents that could lead to misinterpretation and/or disagreements between the City and the contractor.

Willdan has experience managing projects spanning arterial street improvements, pavement rehabilitation, ADA improvements, tenant and building improvements, traffic signal modifications, drainage, sewer, water, landscaping, and other appurtenant work. Willdan's construction services personnel have experience with best practices to prevent potential conflicts and to avoid or mitigate unforeseen issues during construction. Our goal is to anticipate or diminish potential problems before they arise through continual review of project plans, specifications, the contractor's schedule, and other contract documents.

(OPTIONAL) Materials Testing Services

Willdan provides a full gamut of geotechnical studies, engineering geology, and materials testing and inspection, including subsurface exploration, geologic and seismic hazard assessment, soil testing, engineering and pavement analyses and designs, construction support (soils and materials testing and inspection), slope stability and settlement analysis, earthquake and seismic hazard analysis, and other special studies. Willdan's full-service soils and materials testing laboratory is certified by Caltrans and participates in the AMRL and CCRL proficiency programs.

We maintain a full-service soils and material testing laboratory at our facility located at 1515 South Sunkist Street in Anaheim, California. Various aspects of our laboratory testing capabilities are certified and/or accredited by the City of Los Angeles, Division of State Architect (DSA), AASHTO re: source (formerly AMRL), and Caltrans. We also participate in the AASHTO, CCRL, and Caltrans Proficiency Sample Programs.

Over the years, Willdan Geotechnical has successfully assisted our clients in completing projects in the areas of:

Geotechnical Engineering	**Materials Testing and Inspection**
▪ Subsurface exploration ▪ Shallow and deep foundation design ▪ Earthwork ▪ Earth retaining structures ▪ Slope stability evaluation ▪ Embankments/Erosion control structures ▪ River channel rehabilitation ▪ Ground improvements and soil stabilization ▪ Pavement subgrade investigations ▪ Pavement design ▪ Construction observations and monitoring ▪ Third-party geotechnical/geological data review	▪ Compaction testing – soils & asphalt concrete ▪ Engineering characteristics & index properties of soils and asphalt concrete ▪ Reinforced Concrete & Pre-stressed Concrete ▪ Shotcrete/Gunite ▪ Reinforced Masonry ▪ AWS/CWI ▪ Structural Steel Welding & Erection ▪ High Strength Bolting ▪ Fireproofing ▪ Batch Plant Inspection ▪ Field & Lab Technicians ▪ Hydraulic Pull testing ▪ Ceiling and Splay Wire Testing
Engineering Geology	**Earthquake Engineering**
▪ Geologic mapping ▪ Geologic hazard assessment ▪ Fault investigation ▪ Landslide investigation and repair ▪ Slope erosion investigation and stabilization ▪ Dewatering analysis ▪ Pump test assessment	▪ Seismic hazard evaluation and mitigation ▪ Dynamic soil behavior ▪ Ground motion studies ▪ Performance evaluation of slopes and retaining walls under dynamic loading ▪ Retrofit/Rehabilitation of foundation systems to mitigate dynamic loading impact

Methodology

Project Understanding

Willdan understands that the City of Fountain Valley requires a qualified construction engineering consultant to provide construction management, inspection, and (optional) materials testing for the Euclid Street Improvement Project.

The project consists of the rehabilitation and resurfacing of Euclid Street and Talbert Avenue, including cold milling of existing pavement, placement of fiber-reinforced concrete leveling and asphalt rubber hot-mix surface courses, and reconstruction of deficient concrete improvements, such as sidewalks, curb and gutter, driveways, and curb ramps. The work also includes adjusting utility structures to grade, traffic striping and signage, and coordinating with existing utilities and irrigation systems within an active urban corridor. Construction will require careful staging, traffic control, and maintenance of access to adjacent properties, as well as adherence to City standards and project specifications to ensure a high-quality, durable roadway improvement.

Willdan understands the City is requesting that the construction manager be present up to four (4) hours a day and the inspector be present eight (8) hours a day during the construction period. Willdan understands construction begins after June 2026 and is estimated to be completed and closed out within 60 working days.

Key Challenges

Key Challenge: Traffic Management

The Euclid Street and Talbert Avenue rehabilitation project will be constructed within active arterial corridors that serve a high volume of daily traffic and provide critical access for residents, businesses, and emergency services. Construction activities such as cold milling, paving operations, concrete reconstruction, and utility adjustments will require lane closures and traffic control measures that have the potential to disrupt traffic flow, increase congestion, and create safety concerns for both motorists and pedestrians. Maintaining safe and efficient traffic operations while minimizing impacts to adjacent properties will be a key challenge throughout construction. Willdan's CM team will work closely with the contractor and the City to ensure compliance with approved traffic control plans, monitor lane closure restrictions, and maintain safe access at all times. Our team will also support proactive communication and coordination efforts to minimize disruptions to the traveling public and local stakeholders.

Key Challenge: Material Availability and Quality Control

The project relies on specialized materials, including fiber-reinforced asphalt concrete and asphalt rubber hot mix, which require strict adherence to mix design, testing, and placement requirements. Delays in material procurement or issues with mix design approval can impact the construction schedule and overall pavement performance. Willdan's Construction Manager will work closely with the contractor to ensure timely submittal and review of mix designs and material data, while coordinating with the materials testing team to verify compliance with project specifications. Early identification of potential procurement or quality issues will allow the team to implement corrective measures and maintain project momentum.

Key Challenge: Construction Sequencing and Phasing

Proper sequencing of construction activities is critical to maintaining access, ensuring quality installation, and minimizing rework. The project includes multiple work elements—pavement rehabilitation, concrete improvements, and utility adjustments—that must be carefully coordinated within limited work windows and traffic control constraints. Willdan's construction management team will review the contractor's proposed construction sequencing and traffic control plans to ensure they align with project requirements and City standards. Our team will verify that phasing maintains access to businesses and residences, ensures safe pedestrian pathways, and supports efficient construction operations. Continuous monitoring of sequencing activities will help maintain schedule adherence and reduce potential conflicts in the field.

Project Approach

Willdan provides expertise in all areas of construction management, inspection, and materials testing. Our experienced team members serve as construction managers and inspectors and provide significant insight to identify and correct discrepancies, ambiguities, omissions, or conflicts in contract documents that could lead to misinterpretation and/or disagreements between the City and the contractor. Our goal is to anticipate or diminish potential problems before they arise through continual review of project plans, specifications, the contractor's schedule, and other contract documents.

Willdan's construction management and inspection team strives to anticipate or diminish potential conflicts/issues before they arise through continual review of project plans, specifications, contractor's schedule, and other contract documents. Our team is adept at:

- Anticipating job site conflicts/issues
- Calling job site conflicts/issues to the Project Manager's and/or contractor's attention
- Offering constructive recommendations and achieving cooperation from the contractor
- Dealing with issues in a professional, straightforward fashion

Our approach to issue resolution is to:

- Obtain and document the facts surrounding the issue
- Develop reasonable solutions in conjunction with the contractor and Project Manager
- Respond quickly and effectively so that job progress and quality do not suffer

Through close communication with the City's project staff, timely corrective action is taken to alleviate potential adverse impacts of work progress, costly change orders, and construction claims.

Scope of Work

Construction Management

1. Assist the City with a public awareness and information program to keep residents and local stakeholders informed of project status and impacts to traffic flow circulation, including answering the public's questions about the project.
2. Prepare construction file. A copy of Willdan's file checklist can be provided upon request.
3. Ensure the contractor distributes public construction notices and places construction and information signs.
4. Prepare special concerns to be presented at the preconstruction conference.
5. Conduct preconstruction meeting, prepare meeting minutes, and distribute to attendees.
6. Review the contractor's safety program in consultation with City staff.
7. Through Willdan's system of project control, monitor activities related to projects such that the project is constructed in a timely fashion pursuant to contract documents.
8. Log, track, and process submittals, RFIs, releases for construction (RFCs), contract change orders (CCOs), field directives, notices of proposed change (NOPCs), non-conformance reports (NCRs), construction schedule, and detailed traffic control plan.
9. Closely review the schedule and advise the contractor to act on schedule slippage.
10. Document contractor's 20-day notices, mechanic's liens, and stop notices.
11. Assume responsibility for coordination with inspection staff and City staff.
12. Monitor and coordinate activities of design engineering support, surveying, testing, and work by utilities or other agencies.
13. Coordinate the contractor's field work with utility companies and other agencies.
14. Prepare a weekly statement of working days and submit it to the contractor and the City.
15. Establish and conduct weekly construction progress meetings to:
    a. Resolve all old business issues to the maximum extent possible
    b. Address all items of new business as presented by any party
    c. Review project schedule and address any deviations

d. Review submittal log in terms of items needed and resubmittals required, and review RFI, RFC, CCO, NCR, and NOPC logs
e. List status of construction items recently undertaken or ongoing
f. List of planned construction items for the next two weeks (two-week look-ahead schedule)
g. Review SWPPP issues
h. Review the contractor's safety program

16. Prepare minutes for the weekly construction progress meeting.
17. Provide claims mitigation monitoring, including proactively applying foresight to discover unforeseen conflicts prior to contractor encounter.
18. Evaluate and respond to the contractor's requests for clarification of plans and specifications.
19. Ensure that all questions, conflicts, and issues are immediately brought to the City's attention and addressed with appropriate directives to the contractor.
20. Conduct special site meetings, when necessary, with the contractor and City staff to review job progress, scheduling, and coordination.
21. Perform quantity, time, and cost analyses required for negotiation of contract changes.
22. Negotiate and prepare change orders, including a memorandum of explanation and cost estimates, to substantiate the change order and send them to the City for review.
23. Monitor and perform immediate and thorough analysis of the validity of all potential claims that arise.
24. Maintain all data for change orders and record information regarding the time of dispute, the time of notification by the contractor, and the action taken by the inspector.
25. Monitor materials documentation and testing results and enforce corrections.
26. Review and approve the contractor's progress payment requests; negotiate differences over amount with the contractor; and process payments through the City's Project Manager.
27. Monitor the preparation of the punch list at substantial completion and follow up.
28. Routinely review construction files to ensure conformance to City standards and good construction management practices.
29. Ensure the City receives the as-built set of drawings at completion.
30. Assist City with stop notices and release of retention.
31. Provide a memorandum of clearance to issue a notice of completion.
32. Finalize and deliver all construction files and supplies to the City for their records.

Construction Inspection

1. Review plans, specifications, and all other contract- and construction-related documents.
2. Conduct a field investigation of the project area to become familiar with the existing facilities and the project environment.
3. Become familiar with traffic control plans, construction schedule, construction sequence, and permit requirements from other agencies.
4. Verify that the contractor conforms to the design survey line and grades.
5. Attend weekly progress meetings with the construction manager, contractor, and subcontractors.
6. Provide full-time and as-needed construction inspection of the work to monitor materials and methods for compliance with plans, specifications, and contract documents; address and document non-conforming items as they are discovered.
7. Monitor compliance with Cal OSHA requirements and compliance with all local, state, and federal regulations. Although Willdan will monitor the activities, it is the contractor's sole responsibility to provide workers with a safe working environment.
8. Monitor compliance with the Clean Air Act and the Clean Water Act (National Pollutant Discharge Elimination System—NPDES best management practices) and the contractor's compliance with approved SWPPP.
9. Meet with the contractor at the beginning of each day and review the proposed work plan, including specific details that may affect progress.
10. Conduct daily measurements of quantities of work with the contractor.
11. Review actual contractor performance throughout the day and discuss discrepancies with the contractor as they occur.

12. Assist in the coordination of engineering support, surveying, specialty inspections, and fieldwork by utility companies.
13. Ensure compliance with Underground Service Alert notification/delineation.
14. Evaluate the contractor's operation and production with respect to quality and progress and report to the City's Project Manager and Construction Manager.
15. Photograph continuous property frontages along the street alignment once prior to construction and once immediately following construction. Maintain a photographic record of key elements of each major operation of work each day, with increased detail in situations of potential changes or claims.
16. Closely monitor testing results and require the contractor to provide corrective measures to achieve compliance.
17. Maintain copies of all permits needed to construct the project and enforce specific requirements of each.
18. Prepare and maintain detailed daily diaries and inspector reports on construction progress.
19. Prepare clear and concise letters and memoranda, as needed. Establish a solid paper trail.
20. Maintain field file-bound workbooks and Willdan electronic file during construction, including a cumulative record of quantities constructed, daily and weekly reports, working day reports, change order documentation, photographs, and other documentation.
21. Analyze delays and review claims on a timely basis and make recommendations to the construction manager.
22. Assist with the review and evaluation of change orders.
23. Provide complete measurements and calculations documented to administer progress payments.
24. Maintain and submit a clean set of plans marked in red for as-built corrections on record drawings to be filed with the City. (City's design consultant will transfer the contractor's record drawings to the original Mylar drawings.)
25. Prepare a punch list at substantial completion and follow up with the contractor regarding the progress of corrections.
26. Schedule a final inspection with the City and applicable agencies; prepare, distribute, and inspect corrections to the final punch list for completion; and recommend final acceptance.
27. Prepare documentation for final payment to the contractor.

Geotechnical and Material Testing

1. Attend meetings, as needed, with the project team.
2. Review existing geotechnical reports, project plans, and specifications.
3. Perform laboratory testing.
4. Verify compliance with approved project plans, specifications, and applicable code requirements.
5. Provide a qualified technician for AC batch plant inspection and/or AC placement.
6. Provide a qualified soil technician to observe and test earthworks and compaction.
7. Provide testing of the PCC used in the construction of the concrete intersection.
8. Provide engineering support, inspector/technician coordination, dispatch, material engineering review, test reporting, QA/QC, and administrative support services.
9. Submit – for City review – daily field-testing and inspection reports indicating information pertinent to inspections performed and compliance/non-compliance with project documents and applicable codes.

Relevant Experience

Crenshaw Boulevard Phase 1 Improvements

City of Inglewood 1 W. Manchester Blvd Inglewood, CA 90301	**Hunter Nguyen** Associate Engineer 310-412-8768	**Year Completed: Ongoing**

Willdan is providing construction management, inspection, and material testing services for this $17 million project to beautify and improve the Crenshaw Blvd corridor between the I-105 freeway and Century Blvd. The work includes removal and reconstruction of existing asphalt concrete, driveway approaches, sidewalks, curb and gutter, cross gutters, curb ramps, and bus pads; new irrigation water services and abandonments of existing water services; median and parkway landscaping, tree removals and planting, irrigation system, and median electrical and landscape lighting system; traffic signal modifications, ITS improvements, and street lighting; and cold milling and asphalt rubber hot mix overlay. The project involves regular coordination with Caltrans, the City of Hawthorne, and the City of Inglewood's Traffic Department, Water Department, Public Works, and Park and Recreation.

Foothill Boulevard Link Bikeway and Pedestrian Greenbelt Project

City of La Cañada Flintridge 1 Civic Center Dr La Cañada Flintridge, CA 91011	**Maged El-Rabaa** Director of Public Works (818) 790-8882	**Year Completed: 2024**

Willdan provided construction management, inspection, material testing, labor compliance, utility coordination, and grant administration services for this $2.9 million federally funded project which consisted of approximately a half mile Class I bicycle and pedestrian path, and two miles of Class II bike lane and bicycle amenities; raised medians; a bus stop; cold milling and ARHM overlay, replacement of striping; replacement of curb and gutter and other drainage improvements; water service and fire hydrant relocations; traffic signal improvements to include new poles and equipment, bicycle signal detection, and bicycle/pedestrian push buttons; street lighting; illuminated street name sign; and streetscape beautification with narrowed travel lanes to enhance bike and pedestrian mobility and safety.

Great Artesia Boulevard Project

City of Long Beach 411 West Ocean Boulevard Long Beach, CA 90802	**Joseph Khilla, PE, TE** Assistant City Engineer (562) 230-7862	**Year Completed: 12-2025**

The $36 million corridor improvement project is funded by Measure A, the City's infrastructure fund, and Los Angeles County Metropolitan Transportation Authority Grants. Willdan is providing public works inspection services for this project, which will deliver critical roadway infrastructure improvements along a three-mile stretch of Artesia Boulevard, beginning at Harbor Boulevard and culminating at Downey Avenue. The corridor improvement project consists of roadway improvements, median and median fencing improvements, traffic signal enhancements, installation of Intelligent Transportation System equipment, installation of class IV bike lanes, bulb-outs to reduce travel time across streets, stormwater bio-retention treatments, and new wayfinding signage, as well as landscape and irrigation improvements with the addition of approximately 400 new trees. The project aims to prevent traffic-related fatalities, design safer streets, provide equitable active transport, and promote healthy communities.

Fee Schedule

Willdan proposes to perform the required services on a time and materials (T&M) basis. Willdan's proposal is based upon the City's estimated 60 Working Day construction schedule. Our proposed not-to-exceed fee for the Scope of Work identified above is **$141,196.00.**

City of Fountain Valley

FEE PROPOSAL
FOR
Construction Management-Public Works Inspection-(Optional) Material Testing
Euclid Street Rehabilitation Project
5/11/2026

TASK / CLASSIFICATION	Senior Construction Manager	Construction Inspector (Prevailing Wage)	(Optional) Material Testing/ Geotechnical Eng	TOTAL LABOR	MISC. EXPENSE	TOTAL COST
HOURLY RATE:	$185	$169	NTE			
PRECONSTRUCTION SERVICES	24	0		$4,440.00	$0.00	$4,440.00
CONSTRUCTION SERVICES	192	480	$15,000	$116,640.00	$15,000.00	$131,640.00
POST CONSTRUCTION SERVICES	24	4		$5,116.00	$0.00	$5,116.00
TOTALS SERVICES	*240*	*484*	*$15,000.00*	*$126,196.00*	*$15,000.00*	***$141,196.00***

[1] Willdan's revised fee is based on the original 60 working day construction contract. Additional services needed beyond this duration will be provided on a time-and-material basis at Willdan's standard hourly rates.

[2] Inspector hours are estimated and will be dependent upon the Contractor's final phasing and scheduling implementation.

[3] Overtime inspection services are not included, but will be billed at 1.5 times normal hourly rate if required and may require adjustment to the approved budget. Work performed by support staff with titles not explicitly listed herein will be charged in accordance with Willdan's current 2025-2026 standard hourly rates.

RESUMES

Mike Bustos, PE, ENV SP

Deputy Director of Construction Management and Inspection

Profile Summary

Education:	▪ *BS, Civil Engineering (Magna Cum Laude), California Polytechnic State University, San Luis Obispo* ▪ *Caltrans Resident Engineer Academy*
Certifications	▪ *Civil Engineer, California No. 73173* ▪ *Envision Sustainability Professional, Institute for Sustainable Infrastructure*
Experience:	▪ *23 Years*

Mr. Mike Bustos, PE, ENV SP, is responsible for design and construction management of projects such as utility installations, pipeline rehabilitation, pump stations, water wells, roadway reconstructions, drainage improvements, pavement rehabilitation, street improvements, and grading. Mr. Bustos currently serves as the Deputy Director of Willdan's Construction Management and Inspection Services Group. He has served as resident engineer for dozens of projects over the last seven years. He has gained valuable experience in on-site construction management, off-site construction administration, inspection, design, and plan checking during his 23 years with Willdan.

Relevant Project Experience

C Street Emergency Sewer Project, City of Fillmore, California. Construction Manager/Resident Engineer. Willdan is providing City Engineering and Design, Construction Management, Public Works Inspection, and Labor Compliance Services for this project which involves the emergency repair of a collapsed sewer main at "C" Street. The work includes installation of a new sewer and new sewer manhole.

Holbrook-Palmer Park Access and Circulation Improvements Project No. 56083, Town of Atherton, California. Construction Manager. Willdan is providing construction management and inspection services for this project, which involves the renovation of the Holbrook-Palmer Park, including demolition, clear and grub, earthwork, grading, site drainage, AC pathway, decomposed granite pathway, fencing entry improvements, paver plaza, site drainage, site furnishings, raised crosswalk, ADA ramp, irrigation, landscaping, and road improvements.

West Ward Avenue Street Rehabilitation, City of Ridgecrest, California. Construction Manager. Willdan is providing construction management, inspection, materials testing, and labor compliance services for this project, involving the Solar Addition to a Bus Shade Structure and addition to Bus Charging Stations.

Glenn County Emergency Repairs to Bridge 11C-0057and County Road 306 at Salt Creek, Glenn County, California. Construction Manager. Willdan is providing Construction Management and Inspection for this project to restore the bridge over Salt Creek and to restore County Road 306 near the bridge to pre-existing conditions, prior to storm damage. Damage was discovered at the approach to County Road 306 and the bank protection of the Salt Creek Bridge. The project replaces the fill behind both bridge abutments, replaces the sacked concrete with rock slope protection, restores the roadway with new compacted aggregate base and hot mix asphalt, and constructs non-erosive drainage outlets to the creek.

San Fernando Pacoima Wash Bikeway and Pedestrian Path Federal Project No. ATPL-5202(020), City of San Fernando, California. Construction Manager/Resident Engineer. Willdan provided Construction Management, Inspection and Labor Compliances services for this project, which consists of a 12-foot wide, 1.34-mile Class I asphalt concrete bikeway within the Pacoima Wash, including constructing ramps and retaining wall, installing fence and guardrail, installing prefabricated bridge, installing lighting, rectangular rapid flashing beacons, striping, markings, signage, bollards, and miscellaneous appurtenant work. The cost of this project was more than $4.3 million.

Arrow Highway Street Resurfacing and Highway Safety Improvement Project, City of Azusa, California. Construction Manager/Resident Engineer. Willdan is providing the City with Construction Management, Inspection, and Materials Testing on this project, which consists of the construction of hardscaped raised median islands with landscaping, construction of dedicated left turn lanes, construction of ADA access ramps, resurfacing of roadway.

Arne Cvek

Construction Manager

Profile Summary

Education:	▪ *MS, Construction Management, Louisiana State University, Baton Rouge* ▪ *Post-Baccalaureate Certificate, Construction Management, Louisiana State University, Baton Rouge* ▪ *BS, Molecular, Cellular and Developmental Biology, University of Colorado, Boulder*
Certifications	▪ *Member, West Valley Search and Rescue* ▪ *Caltrans Resident Engineer Academy* ▪ *FEMA IS-0008.a, IS-00005.a, IS-00100.b, IS-00200.c, IS-00320, IS-00700.a*
Experience:	▪ *20 Years*

Arne Cvek brings over 20 years of experience in full lifecycle construction and project management. He has a proven ability to lead complex projects, successfully executing broad scopes of work under strict deadlines. Arne excels at fostering strong working relationships across diverse teams, aligning stakeholders toward the shared goal of delivering high-quality projects on time and within budget. He is highly skilled in managing contractors, equipment, personnel, and resources to optimize productivity. Arne maintains clear and consistent communication with contractors to ensure compliance with construction obligations and legal requirements across multiple trades. He is particularly adept at implementing and maintaining rigorous quality control standards throughout all phases of construction.

Relevant Project Experience

City of Paramount Arterial Streets Resurfacing, California, $1M. Construction Manager. Managed all phases of arterial street resurfacing and rehabilitation projects as the Owner's representative, including pre-construction review, contractor coordination, and construction oversight. Monitored schedule, budget, quality, and safety compliance; reviewed pay applications and change orders; and ensured adherence to plans, specifications, and environmental requirements. Coordinated with utilities, agencies, and stakeholders to minimize disruptions, maintained project documentation, and led project closeout including punch lists and final acceptance.

City of Paramount Civic Center Fountain and Park Renovation, California, $2M. Construction Manager. Upgrading the main fountain area, improving gardens, and adding 34 new parking spaces to support City Hall, the Clearwater Building, a museum, and a future food hall. Managed the construction of public realm improvements, including installation of new concrete paving, decorative pavers, and planters to enhance pedestrian areas. Oversaw specialty features such as a water fountain and misting pole, along with tile installation and site painting to improve aesthetics and durability. Coordinated the installation of outdoor furnishings, signing and striping for safety and wayfinding, and comprehensive landscape and planting work. Ensured all activities were executed in accordance with design plans, maintaining quality control, schedule adherence, and effective coordination among multiple trades and stakeholders.

City of Paramount City Hall Parking Lot California, $1M. Construction Manager. Oversaw construction of site improvements, including installation of an underground water retention system to support stormwater management and drainage requirements. Managed development of a new parking lot, including grading, paving, ADA-compliant ramps, and final striping to ensure accessibility and functionality. Coordinated construction of a new trash enclosure and installation of parking lot lighting to enhance site operations and safety. Directed landscape beautification efforts, ensuring cohesive integration of hardscape and planting elements, while maintaining compliance with project plans, schedules, and quality standards.

Youth Center Renovations, City of Pico Rivera, California. Construction Manager. Willdan Engineering provided Construction Management services for this project which consisted of the structural replacement of the Southern wall of the building due to severe water damage. During the construction process, it was discovered that there was

additional damage to the Northern wall, which was added to the scope and repaired. Additional improvements included remediation, framing, electrical, bathroom improvements, stucco, and painting.

City of Paramount Progress Plaza Exterior Improvements, $2.1M. Construction Manager. Provided construction management for outdoor amenity and site enhancement improvements, including installation of new concrete pathways and patio pavers to create functional and accessible gathering spaces. Oversaw construction of site features such as a BBQ counter and drink station, fire pit, and rehabilitation of an existing sculpture base. Coordinated installation of overhead shade structures with motorized louvers, shade sails, and decorative string lighting to enhance usability and aesthetics. Managed wall tile installation and exterior painting, along with installation of new fencing and access gates for security and site definition. Directed landscape beautification efforts, ensuring cohesive integration of hardscape and planting elements, while maintaining quality control, schedule adherence, and compliance with project plans and specifications.

City of Paramount Spane Park Facility Renovations, $318K. Construction Manager. Provided construction management for the renovation of a community center bathroom, locker rooms, and main entrance, ensuring upgrades met modern accessibility, safety, and user experience standards. Oversaw demolition and reconstruction activities, including installation of new plumbing fixtures, partitions, finishes, and ADA-compliant features within restroom and locker room areas. Coordinated improvements to the facility entrance, including enhanced accessibility, upgraded finishes, and integration of lighting and security elements. Managed contractor activities and sequencing to minimize disruption to facility operations,

City of Inglewood Crenshaw Blvd. Improvements Phase 1, $17M. Construction Manager. Provided construction management for a major arterial street repaving project, overseeing pavement rehabilitation along with installation of new traffic signal poles, street signage, and regulatory signage to enhance roadway safety and operations. Coordinated extensively with Caltrans, Metro, Southern California Edison, Southern California Gas, and other utility agencies to manage conflicts, relocations, and approvals. Directed median modifications, including reconstruction and installation of new landscaping and irrigation systems, as well as upgraded median lighting. Monitored contractor performance, schedule, and quality of work while ensuring compliance with project plans, traffic control requirements, and applicable standards for work within an active roadway environment.

City of South Gate Advanced Metering Infrastructure/ Automatic Water Reading Phase 4. Construction Manager. Served as Project Manager overseeing the citywide water meter replacement program, involving the removal and installation of approximately 1,725 water meters of varying sizes as part of the City's AMR/AMI system upgrade. Directed project planning, scheduling, and coordination to ensure efficient meter change-outs while minimizing disruption to residents and maintaining system continuity.

Managed contractor performance, quality control, and compliance with project specifications, while overseeing optional scope elements including replacement of meter boxes and lids, customer-side connectors and valves, and minor piping reconnections. Coordinated with City staff, field crews, and stakeholders to address access, service interruptions, and public communication. Monitored budget, reviewed progress and change orders, and ensured successful implementation of advanced metering infrastructure in accordance with project goals and timelines.

City of Brea Associated Rd. Waterline $2.4M. Construction Manager. Served as Construction Manager overseeing installation of approximately 3,963 linear feet of 12-inch steel CMLC water pipeline, including fittings, appurtenances, and system tie-ins. Directed contractor activities for installation of gate valves, blowoff assemblies, and air vacuum assemblies, ensuring compliance with plans, specifications, and applicable standards.

Managed all phases of construction including saw cutting, trench excavation, base and asphalt concrete removal, trench bedding, backfill, compaction, slurry backfill, and pavement restoration. Coordinated surveying, utility potholing, and implementation of BMPs, while overseeing traffic control, striping, and roadway restoration within an active public right-of-way.

Worked closely with nearby schools and local stakeholders to maintain safe and continuous access during construction, coordinating work hours around school schedules, implementing enhanced traffic control measures during pick-up and drop-off times, and maintaining clear pedestrian pathways for students and staff. Monitored schedule, budget, and quality control, resolved field issues, and ensured safe, efficient project delivery with minimal disruption to the public, school operations, and surrounding utilities.

City of Santa Ana Fire Station Capital Improvement Projects, California, $4.5M. Construction Manager. City-owned Fire Station Facility maintenance was determined to be a priority for fiscal year 22/23. Projects include roof replacements, mold remediation and landscaping, flooring replacement, kitchen and dayroom ADA and gender-neutral remodel, HVAC, above-ground fuel storage tank removal and replacement. Mr. Cvek was responsible for project scope development, design, bidding, award, inspection and project closeout.

EV Charging Transition Plan, City of Santa Ana, California. Construction Manager. Mr. Cvek worked alongside the City of Santa Ana, Southern California Edison, and the Southern California Regional Energy Network to purchase and install electric vehicle charging stations throughout the City. He is providing the oversight for implementation of this multi year project, which includes City funding as well as grant and incentives.

Various Projects, City of Santa Ana, California. Contract Administrator. Mr. Cvek provided comprehensive contract and plan reviews, delineating construction and legal requirements and technical specifications across various trades, including electrical, mechanical, plumbing, landscape, and building. Specifically, he evaluated and reported on contractor compliance with contract provisions, conditions, and municipal codes. He determined and investigated code or contract violations and provided recommendations for corrective action. He developed, reviewed, and implemented contract proposal and design-build plans for various public works projects. He served as point of contact for RFIs.

Child Development Center Structural Repairs and Roofing, City La Habra, California. Construction Manager. Due to climatic pressures experienced in recent years, the Child Development Center experienced severe damage to the roof and structural members. On a on-call basis, Mr. Cvek responded to the City's request for assistance in management of contractors, material, and schedule associated with structural repairs to the roof system, as well as monitored construction for the removal and replacement of the roof system.

Santa Ana City Hall Second, Fifth, and Eighth Floor Tenant Improvements, City of Santa Ana, California, $2.5M. Construction Manager**.** Facilities at Santa Ana City Hall and Ross Annex were selected to undergo renovations. To minimize impact to daily operations, work has been programmed to take place in phases. This project includes updating lighting, plumbing fixtures, finishes, demolition and installation of non-load bearing interior partition walls, ceiling finishes, as well as data and electrical relocations. Mr. Cvek was responsible for coordination with design consultant, RFI and Submittal review, stakeholder updates, contract administration, and scheduling.

Santa Anita Park Field and Park Improvements, City of Santa Ana, California, $9.5M. Construction Manager**.** The comprehensive project enabled a total park renovation that includes new synthetic turf soccer field, new sports lighting, the incorporation of built-in concrete bleacher seating into adjacent grass slopes, upper terraces to allow for group event canopies, a new basketball court, new playground equipment, a parking lot expansion, new concrete walkways, new site lighting, and new landscape and irrigation. Mr. Cvek was responsible for contractor inspection coordination and contract administration.

Musco Sports Lighting Dan Young Sports Complex, Memorial, Thornton Park/George Upton Park, City of Santa Ana, California, $4M. Construction Manager**.** City staff determined selected parks for sports field lighting replacement. The replacement of old fixtures, poles, conduits and electrical cabinets occurred through a Sourcewell contract with MUSCO LED lighting. Mr. Cvek was responsible for construction management and project delivery.

Universally Accessible Playground at Thornton Park, City of Santa Ana, California, $2.3M. Construction Manager**.** City staff selected George Upton All Access Park, located at Thornton Park, for the installation of the first universally accessible playground. Working through Sourcewell, Landscape Structures was selected for the playground installation through Coast Recreation. Mr. Cvek coordinated and directed Coast Recreation through the pre-construction phase of the project. The project is set to break ground in the Fall of 2023, whereby Mr. Cvek will deliver the project.

Fire Station Above-Ground Storage Tanks, City of Santa Ana, California, $4.5M. Construction Manager. Aging underground fuel storage tanks located at three fire stations in the City require the removal and installation of above-ground fuel storage tanks. Mr. Cvek worked on the design phase of the projects.

Previous Work Experience

Tec Engineers and Managers, City of Irvine, California. Quality Control Manager. Mr. Cvek provided management services on the Los Angeles World Airport (LAWA) terminal cores and Automated People Mover projects. He adhered strictly to contract specifications to deliver a quality project. He attended project meetings to gain

knowledge and designer/builder intent to facilitate planning. He was involved from the preconstruction phase to ensure all paperwork and documentation requirements were met. Working with contractors, he encouraged collaboration and emphasized the inspection process. Meeting with client superintendents and project managers, as well as contractors, he worked toward transparency and collaboration regarding testing, inspections, and construction. He was the primary point of contact for all issues relating to the quality control of the project.

Don Wright Contractors, City of Fontana, California. Project Manager. Mr. Cvek led interior and exterior renovations for multi-family dwellings, overseeing scheduling and hiring, as well as material procurement, including drywall, paint, electrical, plumbing, fencing, ensuring work was completed on schedule and at a high level of quality control.

Bolco Construction, City of Burlingame, California. Superintendent. Mr. Cvek directed planning and scheduling of construction teams, working on various multi-family residential projects, encompassing electrical and structural. He oversaw budgets and managed costs. He conducted progress and process meetings to achieve strategic relationships between vendors, contractors, and stakeholders

Mike Paeiri

Public Works Observer

Profile Summary

Experience:	▪ *40 Years*

Michael Paieri is a Willdan Engineering Public Works Inspector III with 40+ years of experience. Mr. Paieri is experienced in directing a full scope of construction projects that include, new installing and renovation existing utilities. He has a strong background in supervision of large complex projects. Mr. Paieri possesses in-depth knowledge of building practices and regulatory compliances issues. He is qualified to review and evaluate bid documents, estimate cost, chart projection, write and negotiate contracts, and lead cross-functional project teams. He coordinates activities effectively with responsible parties regarding guidelines and scope. Mr. Paieri works effectively with engineers, design teams, client representatives, contractors, managers, inspectors, and other industry professionals. He works jointly with clients to review job progress and address outstanding issues.

Relevant Project Experience

Great Artesia Boulevard Project, City of Long Beach, CA. Public Works Inspector. Mr. Paieri is provided construction observation for the City's $10 Million Dollar Great Artesia Boulevard Improvement Project. Served as Construction Inspector on the $10 million City of Long Beach Great Artesia Boulevard Project, a comprehensive complete streets and corridor revitalization initiative. Responsibilities included field inspection of roadway reconstruction, ADA-compliant curb ramps, sidewalks, bike lanes, traffic signal upgrades, and stormwater improvements. Ensured contractor compliance with project specifications, municipal codes, and Caltrans standards. Monitored installation of green infrastructure such as bioswales and permeable paving, and verified quality control for pavement rehabilitation, utility coordination, and street lighting enhancements. Worked closely with city staff, contractors, and stakeholders to resolve field issues, maintain progress, and document daily reports to support quality assurance and project delivery goals.

Paramount Neighborhood Street Improvements, City of Paramount, CA. Public Works Inspector. Mr. Paieri is providing construction inspection for the City's Neighborhood Street Improvements Project. The project included ARHM paving, cold milling, street reconstruction, ADA ramps, and other appurtenant work.

Alosta Avenue, City of Azusa, CA. Public Works Inspector. Mr. Paieri provided construction inspection services for the federally funded street improvement project. The project included traffic control, cold milling, asphalt concrete overlay, asphalt concrete digouts, curb ramps, adjustments of survey monuments, manholes, and valve covers to grade, installation of loop detectors, paving striping, and traffic marking.

Previous Work Experience

Foreman/Superintendent for Macco. Mr. Paieri entered the construction trade and worked his way up the ranks to Superintendent, acquiring knowledge of distribution gas, transmission gas, electrical conduit, fiber conduit, sewer line replacement, water line installation, water line rehabilitation (concrete lining), pipe bursting, HDPE lining (swage), pipe jacking (pneumatic bore), directional bore, RCP installation, box culvert, and sewer lift station. During this time, he acted as foreman for 7 years of a $300 million pipe rehabilitation (concrete lining) project for the City of Los Angeles, lining much of Los Angeles water lines. For the City of Greely, Colorado, he was foreman of a $4 million project to install 27" HDPE into 25" carrier pipe. For Imperial County in California, he was involved in the largest pipe burst of its time, successfully bursting a 54" line. For the County of Orange, at Irvine Park, he supervised the completion of a $2.1 million sewer lift station. For the City of San Francisco, he managed the completion of a $3.8 million joint venture with PG&E to install two miles of utilities.

Astaldi Construction. Project Superintendent. Oversaw design and construction on heavy highway project which included $7 million in value of utility replacement in 7 different cities including CMCL pipe, HDPE pipe and C-900 pipe, $49 million in value on 160,000 lf. of various drainage facilities from 8'HPDE up to 60" RCP with large box culverts from 3'x2' up to triple 12'x12' along with challenging water diversions. Contract value $1.2 billion.

ARB Inc., Project Superintendent. Oversaw activities and functions on 4 separate projects. Replacement of 2-30" valves with installation advance scada system along with 12" bypass system budgeted $600 k (project 1), Hydro Test 2 mile of 30" pipeline $700k (project 2). Installation 8" high pressure line on an offshore island, scheduling men and

equipment along with material to be shipped was handled on time and under budget. Contract value $2.3 million (project 3). Installation of 1 mile of 24" pipeline along with 3 bores handled. Hazard soils and ground water, along with difficult traffic control. Contract value $25 million (project 4).

SEMA Construction. General Superintendent. Oversaw activities and functions along with material handling, bid review, estimation, subcontractor coordination, employee scheduling, cost control, schedule impacts on many projects, along with running 2 high profile projects. $110 million 91 Freeway widening along with 5 bridges, 12 ramp replacement retention basins, utilities relocation. (Project 1) $52 million 91 Freeway widening, 5 off-ramp replacement, electric communication, drainage improvements (Project 2). $15 million railroad rail replacement many utilities extension protection, large amount of dirt arrangement, drainage (Project 3). $35 million 710 Freeway paving project, utilities replacement, drainage improvements, subgrade/paving rehab. $14 million water storage tank in the City of Glendale California, pour in place 5-million-gallon tank with 3-16" valve pump station (project 4). $2.3 million 42" bypass line for the State Water Resources in Mentone California (Project 5). $10 million Dual Water Tank Revivor in Riverside, California, concrete structure, 4-8" valve pump station (Project 6). $12 million New Bridge Palm Desert, utilities relocation, drainage improvements, street improvements (Project 7). $24 million new infrastructure in City of Tustin, California. Hazard soil/groundwater treatment, installation of new sewer, water, reclamation water, electrical, telephone, cable, paving, curb/gutter (Project 8). $13 million street widening in Cities of Irvine/Tustin, street paving, utilities relocation, box culvert (Project 9).

Ross Khiabani, PE, GE

Materials Testing Lead

Profile Summary

Registration:	▪ *MS, Geotechnical Engineering, California State University, Long Beach* ▪ *Geology, Pahlavi University, Iran*
Certifications:	▪ *Civil Engineer, California No. 37156* ▪ *Geotechnical Engineer, California No. 2202*
Experience:	▪ *50 Years*

Ross Khiabani has more than 50 years of professional experience in performing diversified geotechnical assignments involving soil mechanics and foundation engineering, soil stabilization, landslide analysis and stabilization, settlement evaluations, liquefaction studies, slope stability analyses, laboratory testing, and inspection services during construction operations. His vast experience includes providing engineering services for commercial, industrial, institutional, ports and harbors, public works, transportation (including major bridges, local roads, freeways and toll roads) and water and wastewater facilities projects. This broad base of experience has given him a unique insight into local geotechnical and seismic conditions, and construction processes. Mr. Khiabani has kept in close communication with local, city, county, and state reviewers and is familiar with governing codes and requirements.

Relevant Project Experience

Streets and Alleys Rehabilitation, City of Inglewood, CA. Material Testing. Willdan provided construction observation and materials testing services for the resurfacing of 16 centerline miles of existing asphalt, pavement roadway application of slurry seal on 18 centerline miles of roadway, and reconstruction of 2 centerline miles of alleys. The project included curb and gutter, sidewalks, ADA ramps, cross gutters digouts, crack routing and filling slurry seal, cold milling, ARHM overlay, traffic detector loops, and pavement delineation for 83 street segments throughout the City.

Annual Arterial Streets Resurfacing Projects, City of Paramont, California. Material Testing. Willdan provides construction management, inspection, and materials testing services for the City's annual resurfacing of arterial streets. The locations and arterial street segments included in each year's project varies from year to year, but each project typically includes a combination of concrete repairs, ADA curb ramps, drainage improvements, cold milling, AC repairs (digouts), AC and ARHM overlay, utility adjustments, striping, and traffic detector loops.

Annual Neighborhood Streets Resurfacing Projects, City of Paramount, Calfiornia. Material Testing. Willdan provides construction management, inspection, and materials testing services for the City's annual resurfacing of neighborhood streets. The locations and nieghborhood street segments included in each year's project varies from year to year, but each project typically includes a combination of concrete repairs, ADA curb ramps, drainage improvements, cold milling, AC repairs (digouts), AC and ARHM overlay, sluryr seal, speed humps, utility adjustments, and striping.

Street Improvements Project on Calfiornia Ave, Woodlwn Ave, and Weik Ave, City of Bell, CA. Material Testing. Willdan provided construction management, inspection, and materials testing for this pavement rehabiltiation project, which included removal and replacement of driveway approaches, sidewalks, curbs and gutters, and curb ramps, drainage improvements, AC digouts, cold milling, ARHM overlay, utility adjustments, speed humps, and striping.

Valley Boulevard Sanitary Sewer Improvement and Pavement Resurfacing Project, City of La Puente, CA. Material Testing. Willdan provided construction observation, project management, and lab or compliance services for the Valley Boulevard Sanitary Sewer Improvement and Pavement Resurfacing project.

Jane Freij

Labor Compliance Manager

Profile Summary

Registration:	▪ BA, Linguistics, *University* of Kansas, Lawrence, KS ▪ Attorney Assistant Training Program, Litigation/ Corporations, University of California
Experience:	▪ *35 Years*

Jane Freij is an experienced Labor Compliance Officer/Project Manager with a proven track record of profitability achieved through comprehensive and effective management of time and budget. Her key areas of expertise include state and federal labor law compliance, scheduling and budgeting, contract administration/negotiation, policy and procedure development, and legal writing/editing. Jane provides oversight of labor compliance monitoring services for local, state, county, and federally funded projects under the U.S. Department of Housing and Urban Development (HUD), the Federal Highway Administration (FHWA), the Federal Transit Administration (FTA), and the U.S. Environmental Protection Agency (EPA). She is familiar with the FHWA federal funding administration process from field review and request for authorization to final invoicing. Jane has received specialized training in project reporting requirements and fraud detection and prevention procedures.

Relevant Project Experience

Labor Compliance Services, City of Long Beach, CA. *Labor Compliance Manager.* Jane currently serves as the consulting Labor Compliance Officer for nearly two dozen public works projects for the City of Long Beach, including: Artesia Great Boulevard, Municipal Urban Stormwater Treatment (MUST) facility construction, fire station improvements and repairs, Los Altos North Library HVAC replacement, and several citywide on-call contracts for emergency plumbing, concrete/slurry, and elevator maintenance.

Citywide Street Improvements, Multiple Fiscal Years, City of Hawaiian Gardens, CA. *Labor Compliance Manager.* Jane has served as the City's Labor Compliance Officer and Section 3 Administrator for its multi-year street improvement projects; the projects use CDBG funds and vary in cost from $200,000 to over $400,000.

La Brea Avenue Pavement Reconstruction, Phases II and III, **City of Inglewood, CA.** Jane was the Labor Compliance Officer for these projects, with a construction cost of $12 million, funded through the Federal Highway Administration (FHWA) and administered by the California Department of Transportation (Caltrans). She enforced federal wage and Disadvantaged Business Enterprise (DBE) regulations, monitoring contractor/subcontractor submissions and resolving multiple identified deficiencies.

Street Rehabilitation Project, City of Thousand Oaks, CA. Jane served as the Labor Compliance Officer, enforcing prevailing wage requirements, monitoring certified payroll submittals, and reconciling site reports. The project was constructed with a $3 million FHWA grant and was constructed under critical time constraints, as the finish line for the Amgen Tour de California Bike Race was within the project limits.

FY 2024 Measure V Street Rehabilitation, City of Ridgecrest, CA. *Labor Compliance Manager.* Willdan is currently providing design, bidding assistance, construction management, public works observation, labor compliance, and material testing services for the City of Ridgecrest's $3.4 million Street Improvements Project at various locations throughout the City. The project involves ADA ramps, curb and gutters, driveway approaches, sidewalks, cold milling, crack sealing and filling, digouts, utility adjustments, HMA overlay with high tensile fiber, ARHM overlay, and signing and striping on 8 street segments.

Amanda Perez

Labor Compliance Specialist

Profile Summary

Education:	▪ *AS, Human Resources Management, Mount San Antonio College* ▪ *AS, Business Administration, Mount San Antonio College*
Registration and Certifications	▪ *Certificates of Achievement, Business Management I-III* ▪ *Certificates of Achievement, Human Resources Management I-III* ▪ *Certificates of Achievement, International Business I*
Experience:	*14 Years*

Ms. Perez performs labor compliance monitoring and enforcement services on a variety of local, county, state, and federally funded projects. She verifies that all primary and subcontractors possess active licenses and certifications and establishes communication with primary contractor(s) concerning prevailing wage and documentation requirements. She monitors and audits certified payrolls during the life of the project for compliance and discrepancies concerning prevailing wage, certifications, non-performance, underpayments, job classifications, and journeyman to apprentice ratios, as well as training fund contributions and fringe benefits statements. She responds to inquiries concerning labor compliance rules and requirements and resolves compliance-related issues, as well as maintains files and documentation in accordance with applicable governmental requirements for submission to clients.

Ms. Perez also supports the Construction Management and Inspection Department and is responsible for issuing invoicing, progress payments, maintaining detailed, accurate records, and for auditing projects for accuracy, completeness and compliance.

Relevant Project Experience

Residency at the Entrepreneur Affordable Multi-Family Community and Housing, City of Los Angeles, California. Labor Compliance Specialist. Willdan is providing labor compliances services on this privately funded affordable housing project which consists of a nine-story building of 198 units and includes a business center, clubhouse, fitness center, laundry facilities, computer room, offices for resident use on a half-acre site.

Residency at the Empire Section 8 Apartment Complex, City of Burbank, California. Labor Compliance Specialist. Willdan is providing labor compliances services on this privately funded section 8 apartment complex, which consists of a seven-story building of 148 units.

Children's Hospital of Orange County (CHOC), Level 7 Neuroscience Unit, City of Orange, California. Labor Compliance Specialist. Willdan is providing labor compliances services for this build-out of the 7th floor shell space to create a new state-of-the-art neuroscience center.

Regional Bikeway Project CIP No. 21280 Federal Project No. ATPL-5351(032), City of Pico Rivera, California. Labor Compliance Specialist. Willdan is providing Construction Management, Inspection, and Labor Compliance services on this project, which consists of construction of a 1.1-mile long Class IV bike lane along Mines Avenue from Paramount Boulevard to the San Gabriel River, as well as construction of bio-swales and planting of drought tolerant landscaping, sidewalk and ADA improvements, pavement reconstruction, and signal modifications. Construction cost is approximately $6.5 million.

Hemet Valley Bikeway Improvement Project, City of Hemet, California. Labor Compliance Specialist. Willdan is providing a construction management/project engineer, inspection, and labor compliance monitoring services for this project, which involves construction of bicycle improvements along a four-mile route that extends from the northern City limit to a new transportation mobility station located along the NMTP Salt Creek Corridor. It will provide a needed connection to activity centers within the City and includes Class II and III facilities, bicycle detection, bike boxes, bike lockers, and bike repair stations. A transportation mobility station provides bicycle staging areas and linkages to regional trails. Other improvements include pavement rehabilitation, street widening, improved signage, lane striping, curb, gutter, sidewalk, and ADA ramps. Missing sidewalks, faded striping, inadequate signage, and an overall lack of amenities currently discourage active transportation as a mobility option.

CITY OF FOUNTAIN VALLEY
CITY COUNCIL
COUNCIL ACTION REQUEST

To: Honorable Mayor and Members of the City Council

Agenda Date: June 16, 2026

SUBJECT: Approve a Resolution of the City Council of the City of Fountain Valley Approving and Authorizing Permanent Implementation of the Police Officer and Dispatcher Hiring Incentive Program.

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

Staff requests City Council approval to transition the Police Officer and Dispatcher Hiring Incentive Program from its initial one-year trial period into permanent status.

First implemented in December 2024, the program was designed to improve the City's success in recruiting, hiring, and retaining lateral and recruit Police Officers, as well as lateral Dispatchers, by providing financial incentives to applicants and offering referral bonuses to current employees.

From December 2024 through June 2026, the City has expended a total of $38,000 in sign-on and employee referral bonuses. Additionally, a total of 200 hours of compensatory time has been awarded through this program. Following a comprehensive review of the program's effectiveness over the trial period, Staff recommends making the recruitment incentive program permanent to ensure Fountain Valley remains competitive in a highly challenging public safety hiring landscape.

DISCUSSION

In December 2024, the City Council approved a one-year trial of a public safety hiring incentive program to combat severe staffing shortages and the rising difficulties of recruiting experienced

public safety personnel. The City Council approved Resolution No. 9443 on December 3, 2024.

The chart indicated below is an overview of Police Officer and Dispatcher Hiring bonuses issued by the City of Fountain Valley from December 3, 2024, to June 9, 2026:

Grand Total of Police Department Hiring Bonuses				
Type of Incentive	Number of Applicants/EE	Pending Bonus Payment	Total Compensation Hours	Total Bonuses Paid as of 6/9/26
Recruit Hire	13	$32,500	N/A	$25,000
Dispatcher Lateral Hire	2	$0	80	$7,500
Police Lateral Hire	1	$5,000	40	$5,000
Employee Referral	3	$0	80	$1,000
Grand Total		**$37,500**	**200**	**$38,500**

The Police Department currently has 12 Police Officer vacancies and three (3) Dispatcher vacancies. If all vacant public safety positions are successfully filled within a single fiscal year, the direct cost for this program will be up to $165,000.

While the City can fill vacant positions by sending inexperienced candidates through lengthy academy pipelines, this route carries significant financial risk. For every inexperienced recruit who fails to pass probation or training, the City incurs substantial financial losses in staff training hours and onboarding costs with no tangible return on investment.

Conversely, hiring lateral personnel ensures that employees are deployed into the field or communications center much faster. Lateral hires have a significantly higher success rate because they have already proven their capability to perform these high-stress duties at another agency. Furthermore, the program provides an incentive for current employees to take an active role in recruitment by leveraging their own professional networks.

A review of neighboring law enforcement agencies in Orange County demonstrates that a formal incentive structure is necessary to remain competitive:

- Direct neighbors and peer cities utilize highly similar frameworks. For example, the Westminster Police Department offers a $10,000 signing bonus for lateral officers ($5,000 at hire, $5,000 upon completion of probation). The Buena Park Police Department offers up to $12,000, and the Orange County Sheriff's Department (OCSD) offers up to a $10,000 recruitment bonus.

The permanent incentive structures will mirror the successful trial guidelines:

1. **Lateral Police Officer Incentive:** Up to $10,000 paid in two (2) installments ($5,000 at hire; $5,000 upon successful completion of probation), alongside a 40-hour compensatory time bank upon hire (no cash value) to honor prior service and offset lost leave from previous employers.

2. **Recruit Police Officer Incentive:** Up to $5,000 paid in two (2) installments ($2,500 at hire; $2,500 upon successful completion of probation).

3. **Lateral Dispatcher Incentive:** Up to $5,000 paid in two (2) installments ($2,500 at hire; $2,500 upon successful completion of probation), alongside a 40-hour compensatory time bank upon hire.

4. **Employee Referral Bonus:** Up to $2,000 (or the option of 40 hours of comp time used within the first year) for any current Police Department employee who successfully refers to a hired candidate, split evenly across the candidate's hire date and successful probation completion.

The proposal supports the City's three-year strategic goal to "attract and retain quality staff" and continues to be supported by the respective bargaining units.

Transitioning this program to permanent status ensures the Police Department retains a critical mechanism to maintain authorized staffing levels, honor prior law enforcement service, and fulfill the City's strategic goal to attract and retain quality staff.

FISCAL REVIEW

The direct cost for an individual hired under this program is up to $12,000 per lateral Police Officer and up to $7,000 per recruit Police Officer or lateral Dispatcher (inclusive of the maximum applicant incentive and employee referral bonus). Total program expenditures are capped at an aggregate maximum of $165,000 annually, a ceiling that would only be reached if all vacant public safety positions were successfully filled within a single fiscal year. Because the program successfully mitigates the high costs associated with recruitment failures and extended vacancies, it presents an overall opportunity for long-term cost savings.

No additional budget appropriation is requested. The Police Department's personnel budget can absorb the cost of this program through salary savings. The Department will continue to track expenditures in a separate line item within its budget.

Payments will be processed on employees' regular paychecks and will be subject to applicable state and federal deductions required by law. The incentive program may be paused, modified, or discontinued at any time at the Chief of Police's discretion. Should the program be discontinued, a qualified employee would still be eligible to receive the referral cash incentive if their applicant was already active in the hiring process.

PUBLIC NOTIFICATION

Public notification was made through the regular agenda process.

ENVIRONMENTAL IMPACT REVIEW

Not applicable.

ATTORNEY REVIEW

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

ALTERNATIVES

Alternative No. 1: Approve a Resolution of the City Council of the City of Fountain Valley Approving and Authorizing Permanent Implementation of the Police Officer and Dispatcher Hiring Incentive Program.

Alternative No. 2: Do not approve a Resolution, allowing the temporary trial incentive program to expire and return to standard recruitment practices.

RECOMMENDATION

Staff requests that the City Council approve Alternative No. 1: Approve a Resolution of the City Council of the City of Fountain Valley Approving and Authorizing Permanent Implementation of the Police Officer and Dispatcher Hiring Incentive Program.

Prepared by: Jarrod Frahm, Police Captain

Reviewed by: Craig Heredia, Chief of Police

Fiscal Review by: Ryan Smith, Finance Director

Approved by: Maggie Le, City Manager

Attachments:

1. Council Resolution – Hiring Incentive Program
2. Police Officer and Dispatcher Hiring Incentive Program YTD

RESOLUTION NO. XXXX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOUNTAIN VALLEY APPROVING AND AUTHORIZING THE PERMANENT IMPLEMENTATION OF THE POLICE OFFICER AND DISPATCHER HIRING INCENTIVE PROGRAM

WHEREAS, the City has struggled to hire and retain qualified Police Officers and Dispatchers due to the competitive nature of the law enforcement labor market; and

WHEREAS, the Police Department currently has 12 vacancies for Police Officers and 3 vacancies for Dispatchers, which significantly impacts the City's ability to maintain public safety services; and

WHEREAS, the City can fill vacant Police Officer and Dispatcher positions with either inexperienced recruits, who require extensive training, or experienced laterals, who can be deployed more quickly and are more likely to pass probation successfully; and

WHEREAS, the City has developed a Police Officer and Dispatcher Hiring Incentive Program ("Program") designed to improve recruitment and retention by offering financial and non-financial incentives to both lateral hires and new recruits, as well as employee referral bonuses to encourage current employees to assist in recruitment efforts; and

WHEREAS, City Council has reviewed the proposed Program, including its financial impact and potential for improving recruitment and retention of qualified personnel, as well as its alignment with the City's strategic goal to "Attract and retain quality staff"; and

WHEREAS, the Program's expenditures are capped at an aggregate maximum of $165,000 annually, a ceiling that would only be reached if all vacant public safety positions were successfully filled within a single fiscal year.; and

WHEREAS, City intends to make the Program retroactive to the start of the current fiscal year to benefit recent hires who are eligible under the Program.

NOW, THEREFORE, City Council of the City of Fountain Valley does hereby resolve as follows:

1. Approval of the Police Officer and Dispatcher Hiring Incentive Program

The City Council hereby approves the Police Officer and Dispatcher Hiring Incentive Program, which includes the following incentives for hired recruits:

- **Lateral Police Officer Hiring Incentive:**
  - Up to $10,000 paid in two installments:
    - $5,000 upon hire.
    - $5,000 after successful completion of the probation period.
    - 40-hour comp time bank upon hire (no cash value).
- **Recruit Police Officer Hiring Incentive:**
  - Up to $5,000 paid in two installments:
    - $2,500 upon hire.
    - $2,500 after successful completion of the probation period.
- **Lateral Dispatcher Hiring Incentive:**
  - Up to $5,000 paid in two installments:
    - $2,500 upon hire.
    - $2,500 after successful completion of the probation period.
    - 40-hour comp time bank upon hire (no cash value).
- **Employee Referral Incentive:**
  - Up to $2,000 for a current Police Department employee who refers a lateral or recruit Police Officer/Dispatcher, paid in two installments, or the option of 40 hours of compensation time:
    - $1,000 upon hire.
    - $1,000 after successful completion of the probation period.
    - Alternatively, 40 hours of compensation time (must be used within one year of hire, no cash value).

2. Fiscal Review and Budget Considerations

The direct cost for an individual hire under this program is up to $12,000 per lateral Police Officer and up to $7,000 per recruit Police Officer or lateral Dispatcher (inclusive of the maximum applicant incentive and employee referral bonus). Total program expenditures are capped at an aggregate maximum of $165,000 annually, a ceiling that would only be reached if all vacant public safety positions (12 Police Officers & 3 Dispatchers) were successfully filled within a single fiscal year.:

No additional budget appropriation is requested. The Police Department's personnel budget can absorb the cost of this program through salary savings. The Department will continue to track expenditures in a separate line item within their budget.

3. Permanent Program Status

City Council approval to transition the Police Officer and Dispatcher Hiring Incentive Program from its initial one-year trial period into permanent status. The Program may be discontinued at any time at the discretion of the Chief of Police. Should the Program be discontinued, a qualified employee will still be eligible to receive the incentive if an applicant they recruited is subsequently hired.

4. Retroactivity

The Program will apply retroactively to all eligible employees hired since the start of the current fiscal year.

5. Public Notification

Public notification regarding this Resolution has been made on June 16, 2026, in accordance with the City's regular agenda process.

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PASSED, APPROVED, AND ADOPTED by the City Council of the City of Fountain Valley on this 16th day of June 2026.

_____
Glenn Grandis, Mayor

ATTEST

_____
Rick Miller, City Clerk

APPROVED AS TO FORM

_____
Attorneys for the City

FOUNTAIN VALLEY

10200 Slater Avenue
Fountain Valley, CA 92708
Phone: (714) 593-4412
Fax: 714-593-4494
Fountainvalley.gov

DATE: Tuesday, June 9, 2026

TO: Jarrod Frahm, Police Captain

FROM: Tamaryn Roberts, Human Resources Manager

SUBJECT: Police Officer and Dispatcher Hiring Incentive Program – Year to Date Summary

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As part of our ongoing commitment to attract and retain qualified candidates, the Human Resources Department partnered with the Police Department to administer a new Police Officer and Dispatcher Hiring Incentive Program. Effective December 3, 2024, the following incentives were approved by the City Council via Resolution No. 9443:

Lateral Police Officer Hiring Incentive - Up to $10,000 paid in two installments:
- $5,000 upon hire
- $5,000 after successful completion of the probation period
- 40-hour comp time bank upon hire (no cash value)

Recruit Police Officer Hiring Incentive - Up to $5,000 paid in two installments:
- $2,500 upon hire
- $2,500 after successful completion of the probation period

Lateral Dispatcher Hiring Incentive - Up to $5,000 paid in two installments:
- $2,500 upon hire
- $2,500 after successful completion of the probation period
- 40-hour comp time bank upon hire (no cash value)

Employee Referral Incentive - Up to $2,000 for a current Police Department employee who refers a lateral or recruit Police Officer/Dispatcher, paid in two installments, or the option of 40 hours of compensation time:
- $1,000 upon hire
- $1,000 after successful completion of the probation period
- Alternatively, 40 hours of compensation time (must be used within one year of hire, no cash value)

The chart indicated below is an overview of Police Officer and Dispatcher Hiring bonuses issued by the City of Fountain Valley from December 3, 2024 to June 9, 2026:

Grand Total of Police Department Hiring Bonuses				
Type of Incentive	Number of Applicants/EE	Pending Bonus Payment	Total Compensation Hours	Total Bonuses Paid as of 6/9/26
Recruit Hire	13	$32,500	N/A	$25,000
Dispatcher Lateral Hire	2	$0	80	$7,500
Police Lateral Hire	1	$5,000	40	$5,000
Employee Referral	3	$0	80	$1,000
Grand Total		$37,500	200	$38,500

CITY OF FOUNTAIN VALLEY
CITY COUNCIL
COUNCIL ACTION REQUEST

To: Honorable Mayor and Members of the City Council

Agenda Date: June 16, 2026

SUBJECT: Adopt a Resolution to effect certain changes to the City's Master Salary Schedule in conformance with Title 2 of the California Code of Regulations section 570.5 and the California Public Employees' Retirement System

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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

Adopt a Resolution to effect certain changes to the City's Master Salary Schedule for all represented and unrepresented employee classifications of the City of Fountain Valley, covered by the City's Classification and Compensation Plan, to conform with Title 2 of the California Code of Regulations Section 570.5, listing all employee pay rates on a publicly available master salary schedule approved and adopted by City Council and superseding all provisions contained in Resolution No. 9977, and all subsequent salary schedule resolutions, which pertain to the Classification and Compensation of city employees.

DISCUSSION

The City Council of the City of Fountain Valley establishes a basic compensation plan for City employees in all of the classifications of employment.

Adoption of this Resolution (Attachment 1) will supersede all provisions contained in Resolution No. 9894, with the following changes to the City's Master Salary Schedule:

1. Cost of living (COLA) salary adjustments to reflect the agreed-upon Memoranda of Understanding (MOU) for applicable units, effective the pay period including July 1, 2026.

2. Hourly rate adjustments for eligible part-time classifications with a full-time classification equivalent to reflect the adopted MOU COLA increases effective the pay period including July 1, 2026.

3. Hourly rate adjustments to the part-time classifications of Police Recruit, Firefighter Trainee, and Firefighter/Paramedic Trainee per Resolution No. 9894, effective in the pay period including July 1, 2026.

Adoption of this Resolution (Exhibit 1) will comply with CalPERS' interpretation of the requirements of Title 2 of the California Code of Regulations section 570.5 by affirming the City's Master Salary Schedule already on the City's website and publicly available and representing all previously approved actions on individual employee classifications set forth as part of the salary schedule.

FISCAL REVIEW

There is no fiscal impact related to the adoption of the salary schedule resolution. The current adopted budget includes sufficient funding for all approved positions on the salary schedule. Salary-related expenditures are allocated to the appropriate general ledger accounts as defined in the Fiscal Year 2026-27 Annual Budget.

PUBLIC NOTIFICATION

Not applicable.

ENVIRONMENTAL IMPACT REVIEW

Not applicable.

ATTORNEY REVIEW

The Attorney(s) for the City has reviewed and approved the Resolution.

ALTERNATIVES

Alternative No. 1:	Adopt a Resolution affecting changes to the City's Master Salary Schedule.
Alternative No. 2:	Do not adopt a Resolution that would effect changes to the City's Master Salary Schedule and provide direction to staff.

RECOMMENDATION

Staff recommends that the City Council approve the proposed Alternative No. 1 by adopting the attached Resolution, which amends the City's Salary Schedule to reflect these changes.

Prepared by:	Tania Knauerhaze, Human Resources Director
Reviewed by:	Colin Burns, Attorney for the City
Fiscal review by:	Ryan Smith, Finance Director
Approved by:	Maggie Le, City Manager

Attachment: 1. Resolution

Exhibits: 1. Salary Schedule

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOUNTAIN VALLEY RELATING TO THE CLASSIFICATION AND COMPENSATION COMPREHENSIVE SALARY SCHEDULE OF CITY EMPLOYEES AND SUPERSEDING ALL PROVISIONS CONTAINED IN RESOLUTION NO. 9977 AND ALL SUBSEQUENT SALARY SCHEDULE RESOLUTIONS, WHICH PERTAIN TO THE CLASSIFICATION AND COMPENSATION OF CITY EMPLOYEES.

WHEREAS, the City Council of the City of Fountain Valley hereby establishes a basic compensation plan for City employees in all of the classifications of employment as described in this resolution; and

WHEREAS, representatives of the City Council and the City Manager or the City Manager and representatives of the bargaining groups and unrepresented units noted below periodically negotiate in good faith to reach agreement on benefits and compensation pursuant to Government Code Section 3500 et seq; and

Employee Unit Name
Fountain Valley Firefighters' IAFF Local 4530
Individually Represented Battalion Chiefs
Fountain Valley Police Officers' Association
Police Officers' Management Unit
Professional/Technical Unit
Fountain Valley General Employees' Association
Fountain Valley Municipal Employees' Association
Non-Represented Professional/Technical Employees
Administrative Officers
Part-Time Employees
Non-Represented Limited-Service Employees

WHEREAS, the City maintains a comprehensive salary resolution of each paid City classification and their corresponding salary range; and

WHEREAS, the comprehensive salary resolution is updated periodically to include any negotiated adjustments to the salary range for a classification, title changes to an existing classification, reclassification or deletion of existing classifications, or new classifications; and

WHEREAS, the City has adjusted the salaries for eligible classifications to reflect the previously approved labor negotiations cost of living adjustments (COLA) for specific full-time classifications effective the pay period including July 1, 2026, specified in Exhibit 1; and

WHEREAS, due to the adjustments to the full-time fire and police association classifications, the part-time positions of Police Recruit, Firefighter Trainee and Firefighter/Paramedic Trainee have been adjusted per Resolution 9894, effective the pay period including July 1, 2026, specified in Exhibit 1; and

NOW, THEREFORE, the City Council of the City of Fountain Valley does hereby resolve as follows:

SECTION 1. All provisions shall be effective as noted in Exhibit 1 for each classification.

SECTION 2. The salary ranges and hourly rate ranges as specified in Exhibit 1 for paid City classifications for employees are hereby established.

PASSED AND ADOPTED by the City Council of the City of Fountain Valley at a regular meeting on this 16th day of June 2026.

_____
Jim Cunneen, Mayor

ATTEST:

_____
Rick Miller, City Clerk/Risk Administrator

APPROVED AS TO FORM

_____
Colin Burns, Attorney for the City

Attachment: 1. Exhibit - Salary Schedule

Exhibit 1 - City of Fountain Valley Salary Schedule
City Council Meeting Date: 6/16/2026
Salary Schedule Effective Date: 6/20/2026

Bargaining Unit Codes:	
POA:	Fountain Valley Police Officers' Association
POMU:	Fountain Valley Police Management Unit
FVFA:	Fountain Valley Firefighters' Association IAFF Local 4530
BC:	Individually Represented Battalion Chiefs and Division Chief
FVGEA:	Fountain Valley General Employees' Association
IRP&T	Individually Represented Professional / Technical Employees
FVMEA	Fountain Valley Municipal Employees' Association
P&T	Part-Time Employees (Non-Represented)
Admin Officers:	Administrative Officers (Non-Represented)
PT:	Part-Time Employees (Non-Represented)
Limited-Services:	Limited Service Employees (Non-Represented)

Bargaining Unit	Effective Date	Class Code	Classification	Type	Step 1	Step 2	Step 3	Step 4	Step 5
POA	6/20/2026	O08	Corporal	Annual	$ 104,765.01	$ 110,003.26	$ 115,503.44	$ 121,278.61	$ 127,342.53
				Monthly	$ 8,730.42	$ 9,166.94	$ 9,625.29	$ 10,106.55	$ 10,611.88
				Bi-weekly	$ 4,029.42	$ 4,230.89	$ 4,442.44	$ 4,664.56	$ 4,897.79
				Hourly	$ 50.3678	$ 52.8861	$ 55.5305	$ 58.3070	$ 61.2224
POA	6/20/2026	O04	Police Officer	Annual	$ 99,767.17	$ 104,755.52	$ 109,993.30	$ 115,492.96	$ 121,267.61
				Monthly	$ 8,313.93	$ 8,729.63	$ 9,166.11	$ 9,624.41	$ 10,105.63
				Bi-weekly	$ 3,837.20	$ 4,029.06	$ 4,230.51	$ 4,442.04	$ 4,664.14
				Hourly	$ 47.9650	$ 50.3633	$ 52.8814	$ 55.5255	$ 58.3018
POA	6/20/2026	O03	Police Sergeant	Annual	$ 128,777.01	$ 135,215.88	$ 141,976.67	$ 149,075.50	$ 156,529.28
				Monthly	$ 10,731.42	$ 11,267.99	$ 11,831.39	$ 12,422.96	$ 13,044.11
				Bi-weekly	$ 4,952.96	$ 5,200.61	$ 5,460.64	$ 5,733.67	$ 6,020.36
				Hourly	$ 61.9120	$ 65.0076	$ 68.2580	$ 71.6709	$ 75.2545

Bargaining Unit	Effective Date	Class Code	Classification	Type	Step 1	Step 2	Step 3	Step 4	Step 5
POMU	6/20/2026	O01	Police Captain	Annual	$ 180,059.21	$ 189,062.17	$ 198,515.28	$ 208,441.05	$ 218,863.11
				Monthly	$ 15,004.93	$ 15,755.18	$ 16,542.94	$ 17,370.09	$ 18,238.59
				Bi-weekly	$ 6,925.35	$ 7,271.62	$ 7,635.20	$ 8,016.96	$ 8,417.81
				Hourly	$ 86.5669	$ 90.8953	$ 95.4400	$ 100.2120	$ 105.2226
POMU	6/20/2026	O02	Police Lieutenant	Annual	$ 157,808.73	$ 165,699.16	$ 173,984.12	$ 182,683.32	$ 191,817.49
				Monthly	$ 13,150.73	$ 13,808.26	$ 14,498.68	$ 15,223.61	$ 15,984.79
				Bi-weekly	$ 6,069.57	$ 6,373.04	$ 6,691.70	$ 7,026.28	$ 7,377.60
				Hourly	$ 75.8696	$ 79.6630	$ 83.6463	$ 87.8285	$ 92.2200

Bargaining Unit	Effective Date	Class Code	Classification	Type	Step 1	Step 2	Step 3	Step 4	Step 5
FVFA	6/20/2026	F06	Admin Fire Capt	Annual	$ 141,515.97	$ 148,591.77	$ 156,021.35	$ 163,822.42	$ 172,013.55
				Monthly	$ 11,793.00	$ 12,382.65	$ 13,001.78	$ 13,651.87	$ 14,334.46
				Bi-weekly	$ 5,442.92	$ 5,715.07	$ 6,000.82	$ 6,300.86	$ 6,615.91
				Hourly	$ 68.0365	$ 71.4384	$ 75.0103	$ 78.7608	$ 82.6989
FVFA	6/20/2026	F01	Fire Captain	Annual	$ 122,843.72	$ 128,985.91	$ 135,435.21	$ 142,206.96	$ 149,317.30
				Monthly	$ 10,236.98	$ 10,748.83	$ 11,286.27	$ 11,850.58	$ 12,443.11
				Bi-weekly	$ 4,724.76	$ 4,961.00	$ 5,209.05	$ 5,469.50	$ 5,742.97
				Hourly	$ 42.1854	$ 44.2946	$ 46.5094	$ 48.8348	$ 51.2765
FVFA	6/20/2026	F02	Fire Engineer	Annual	$ 106,049.27	$ 111,351.73	$ 116,919.31	$ 122,765.28	$ 128,903.53
				Monthly	$ 8,837.44	$ 9,279.31	$ 9,743.28	$ 10,230.44	$ 10,741.96
				Bi-weekly	$ 4,078.82	$ 4,282.76	$ 4,496.90	$ 4,721.74	$ 4,957.83
				Hourly	$ 36.4180	$ 38.2389	$ 40.1509	$ 42.1584	$ 44.2663
FVFA	6/20/2026	F03	Firefighter	Annual	$ 91,702.41	$ 96,287.54	$ 101,101.92	$ 106,157.00	$ 111,464.85
				Monthly	$ 7,641.87	$ 8,023.96	$ 8,425.16	$ 8,846.42	$ 9,288.74
				Bi-weekly	$ 3,527.02	$ 3,703.37	$ 3,888.54	$ 4,082.96	$ 4,287.11
				Hourly	$ 31.4913	$ 33.0658	$ 34.7191	$ 36.4550	$ 38.2778
FVFA	6/20/2026	F04	Firefighter/Paramedic	Annual	$ 104,999.27	$ 110,249.24	$ 115,761.70	$ 121,549.78	$ 127,627.28
				Monthly	$ 8,749.94	$ 9,187.44	$ 9,646.81	$ 10,129.15	$ 10,635.61
				Bi-weekly	$ 4,038.43	$ 4,240.36	$ 4,452.37	$ 4,674.99	$ 4,908.74
				Hourly	$ 36.0574	$ 37.8604	$ 39.7533	$ 41.7410	$ 43.8280

Bargaining Unit	Effective Date	Class Code	Classification	Type	Step 1	Step 2	Step 3	Step 4	Step 5
BC	6/20/2026	P23	Battalion Chief	Annual	$ 171,731.47	$ 180,318.03	$ 189,333.92	$ 198,800.62	$ 208,740.66
				Monthly	$ 14,310.96	$ 15,026.50	$ 15,777.83	$ 16,566.72	$ 17,395.06
				Bi-weekly	$ 6,605.06	$ 6,935.31	$ 7,282.07	$ 7,646.18	$ 8,028.49
				Hourly	$ 58.9738	$ 61.9224	$ 65.0185	$ 68.2695	$ 71.6829
BC	6/20/2026	P23A	Battalion Chief - 40 Hour	Annual	$ 171,731.47	$ 180,318.03	$ 189,333.92	$ 198,800.62	$ 208,740.66
				Monthly	$ 14,310.96	$ 15,026.50	$ 15,777.83	$ 16,566.72	$ 17,395.06
				Bi-weekly	$ 6,605.06	$ 6,935.31	$ 7,282.07	$ 7,646.18	$ 8,028.49
				Hourly	$ 82.5633	$ 86.6914	$ 91.0259	$ 95.5773	$ 100.3561
BC	6/20/2026	P56	Division Chief	Annual	$ 187,187.29	$ 196,546.66	$ 206,373.98	$ 216,692.68	$ 227,527.32
				Monthly	$ 15,598.94	$ 16,378.89	$ 17,197.83	$ 18,057.72	$ 18,960.61
				Bi-weekly	$ 7,199.51	$ 7,559.49	$ 7,937.46	$ 8,334.33	$ 8,751.05
				Hourly	$ 64.2813	$ 67.4954	$ 70.8702	$ 74.4137	$ 78.1344
BC	6/20/2026	P56A	Division Chief - 40 Hour	Annual	$ 193,197.88	$ 202,857.77	$ 213,000.65	$ 223,650.69	$ 234,833.23
				Monthly	$ 16,099.82	$ 16,904.81	$ 17,750.05	$ 18,637.56	$ 19,569.44
				Bi-weekly	$ 7,430.69	$ 7,802.22	$ 8,192.33	$ 8,601.95	$ 9,032.05
				Hourly	$ 92.8836	$ 97.5278	$ 102.4041	$ 107.5244	$ 112.9006

Bargaining Unit	Effective Date	Class Code	Classification	Type	Step 1	Step 2	Step 3	Step 4	Step 5
FVGEA	6/20/2026	G02	Accountant	Annual	$ 95,383.240	$ 100,152.400	$ 105,160.030	$ 110,418.030	$ 115,938.920
				Monthly	$ 7,948.603	$ 8,346.033	$ 8,763.336	$ 9,201.503	$ 9,661.577
				Bi-weekly	$ 3,668.590	$ 3,852.020	$ 4,044.620	$ 4,246.850	$ 4,459.190
				Hourly	$ 45.8574	$ 48.1503	$ 50.5578	$ 53.0856	$ 55.7399
FVGEA	6/20/2026	G03	Accounting Technician I	Annual	$ 64,064.460	$ 67,267.680	$ 70,631.070	$ 74,162.620	$ 77,870.760
				Monthly	$ 5,338.705	$ 5,605.640	$ 5,885.923	$ 6,180.218	$ 6,489.230
				Bi-weekly	$ 2,464.020	$ 2,587.220	$ 2,716.580	$ 2,852.410	$ 2,995.030
				Hourly	$ 30.8003	$ 32.3403	$ 33.9573	$ 35.6551	$ 37.4379
FVGEA	6/20/2026	G04	Accounting Technician II	Annual	$ 67,267.680	$ 70,631.070	$ 74,162.620	$ 77,870.760	$ 81,764.300
				Monthly	$ 5,605.640	$ 5,885.923	$ 6,180.218	$ 6,489.230	$ 6,813.692
				Bi-weekly	$ 2,587.220	$ 2,716.580	$ 2,852.410	$ 2,995.030	$ 3,144.780
				Hourly	$ 32.3403	$ 33.9573	$ 35.6551	$ 37.4379	$ 39.3098
FVGEA	6/20/2026	G79	Administrative Assistant	Annual	$ 71,924.04	$ 75,520.24	$ 79,296.25	$ 83,261.06	$ 87,424.12
				Monthly	$ 5,993.67	$ 6,293.35	$ 6,608.02	$ 6,938.42	$ 7,285.34
				Bi-weekly	$ 2,766.31	$ 2,904.62	$ 3,049.86	$ 3,202.35	$ 3,362.47
				Hourly	$ 34.5789	$ 36.3078	$ 38.1233	$ 40.0294	$ 42.0309

Bargaining Unit	Effective Date	Class Code	Classification	Type	Step 1	Step 2	Step 3	Step 4	Step 5
FVGEA	6/20/2026	G77	Administrative Specialist	Annual	$ 49,890.77	$ 52,385.31	$ 55,004.57	$ 57,754.80	$ 60,642.55
				Monthly	$ 4,157.56	$ 4,365.44	$ 4,583.71	$ 4,812.90	$ 5,053.55
				Bi-weekly	$ 1,918.88	$ 2,014.82	$ 2,115.56	$ 2,221.34	$ 2,332.41
				Hourly	$ 23.9860	$ 25.1853	$ 26.4445	$ 27.7668	$ 29.1551
FVGEA	6/20/2026	G73	Assistant Engineer	Annual	$ 101,737.41	$ 106,824.28	$ 112,165.49	$ 117,773.77	$ 123,662.46
				Monthly	$ 8,478.12	$ 8,902.02	$ 9,347.12	$ 9,814.48	$ 10,305.21
				Bi-weekly	$ 3,912.98	$ 4,108.63	$ 4,314.06	$ 4,529.76	$ 4,756.25
				Hourly	$ 48.9123	$ 51.3579	$ 53.9258	$ 56.6220	$ 59.4531
FVGEA	6/20/2026	G55	Assistant Planner	Annual	$ 88,047.02	$ 92,449.38	$ 97,071.83	$ 101,925.43	$ 107,021.71
				Monthly	$ 7,337.25	$ 7,704.12	$ 8,089.32	$ 8,493.79	$ 8,918.48
				Bi-weekly	$ 3,386.42	$ 3,555.75	$ 3,733.53	$ 3,920.21	$ 4,116.22
				Hourly	$ 42.3303	$ 44.4469	$ 46.6691	$ 49.0026	$ 51.4528
FVGEA	6/20/2026	G61	Building Inspector	Annual	$ 91,896.02	$ 96,490.83	$ 101,315.36	$ 106,381.13	$ 111,700.18
				Monthly	$ 7,658.00	$ 8,040.90	$ 8,442.95	$ 8,865.09	$ 9,308.35
				Bi-weekly	$ 3,534.46	$ 3,711.19	$ 3,896.74	$ 4,091.58	$ 4,296.16
				Hourly	$ 44.1808	$ 46.3899	$ 48.7093	$ 51.1448	$ 53.7020
FVGEA	6/20/2026	G49	Code Enforcement Officer	Annual	$ 82,134.58	$ 86,241.32	$ 90,553.39	$ 95,081.05	$ 99,835.11
				Monthly	$ 6,844.55	$ 7,186.78	$ 7,546.12	$ 7,923.42	$ 8,319.59
				Bi-weekly	$ 3,159.02	$ 3,316.97	$ 3,482.82	$ 3,656.96	$ 3,839.81
				Hourly	$ 39.4878	$ 41.4621	$ 43.5353	$ 45.7120	$ 47.9976
FVGEA	6/20/2026	G12	Community Services Officer	Annual	$ 71,493.710	$ 75,068.390	$ 78,821.810	$ 82,762.910	$ 86,901.060
				Monthly	$ 5,957.809	$ 6,255.699	$ 6,568.484	$ 6,896.909	$ 7,241.755
				Bi-weekly	$ 2,749.760	$ 2,887.250	$ 3,031.610	$ 3,183.190	$ 3,342.350
				Hourly	$ 34.3720	$ 36.0906	$ 37.8951	$ 39.7899	$ 41.7794
FVGEA	6/20/2026	G24	Dispatcher	Annual	$ 83,504.28	$ 87,679.49	$ 92,063.46	$ 96,666.64	$ 101,499.96
				Monthly	$ 6,958.69	$ 7,306.62	$ 7,671.96	$ 8,055.55	$ 8,458.33
				Bi-weekly	$ 3,211.70	$ 3,372.29	$ 3,540.90	$ 3,717.95	$ 3,903.84
				Hourly	$ 40.1463	$ 42.1536	$ 44.2613	$ 46.4744	$ 48.7980
FVGEA	6/20/2026	G30	Engineering Technician I	Annual	$ 71,987.98	$ 75,587.38	$ 79,366.75	$ 83,335.09	$ 87,501.84
				Monthly	$ 5,999.00	$ 6,298.95	$ 6,613.90	$ 6,944.59	$ 7,291.82
				Bi-weekly	$ 2,768.77	$ 2,907.21	$ 3,052.57	$ 3,205.20	$ 3,365.46
				Hourly	$ 34.6096	$ 36.3401	$ 38.1571	$ 40.0650	$ 42.0683
FVGEA	6/20/2026	G29	Engineering Technician II	Annual	$ 79,994.68	$ 83,994.41	$ 88,194.14	$ 92,603.85	$ 97,234.03
				Monthly	$ 6,666.22	$ 6,999.53	$ 7,349.51	$ 7,716.99	$ 8,102.84
				Bi-weekly	$ 3,076.72	$ 3,230.55	$ 3,392.08	$ 3,561.69	$ 3,739.77
				Hourly	$ 38.4590	$ 40.3819	$ 42.4010	$ 44.5211	$ 46.7471
FVGEA	6/20/2026	G31	Engineering Technician III	Annual	$ 88,796.26	$ 93,236.07	$ 97,897.87	$ 102,792.78	$ 107,932.41
				Monthly	$ 7,399.69	$ 7,769.67	$ 8,158.16	$ 8,566.07	$ 8,994.37
				Bi-weekly	$ 3,415.24	$ 3,586.00	$ 3,765.30	$ 3,953.57	$ 4,151.25
				Hourly	$ 42.6905	$ 44.8250	$ 47.0663	$ 49.4196	$ 51.8906
FVGEA	6/20/2026	G72	Fire Prevention Analyst	Annual	$ 106,141.36	$ 111,448.42	$ 117,020.83	$ 122,871.89	$ 129,015.47
				Monthly	$ 8,845.11	$ 9,287.37	$ 9,751.74	$ 10,239.32	$ 10,751.29
				Bi-weekly	$ 4,082.36	$ 4,286.48	$ 4,500.80	$ 4,725.84	$ 4,962.13
				Hourly	$ 51.0295	$ 53.5810	$ 56.2600	$ 59.0730	$ 62.0266
FVGEA	6/20/2026	G50	Fire Prevention Specialist	Annual	$ 101,083.33	$ 106,137.49	$ 111,444.37	$ 117,016.59	$ 122,867.42
				Monthly	$ 8,423.61	$ 8,844.79	$ 9,287.03	$ 9,751.38	$ 10,238.95
				Bi-weekly	$ 3,887.82	$ 4,082.21	$ 4,286.32	$ 4,500.64	$ 4,725.67
				Hourly	$ 48.5978	$ 51.0276	$ 53.5790	$ 56.2580	$ 59.0709
FVGEA	6/20/2026	G80	Housing Analyst	Annual	$ 100,276.29	$ 105,290.12	$ 110,554.63	$ 116,082.36	$ 121,886.48
				Monthly	$ 8,356.36	$ 8,774.18	$ 9,212.89	$ 9,673.53	$ 10,157.21
				Bi-weekly	$ 3,856.78	$ 4,049.62	$ 4,252.10	$ 4,464.71	$ 4,687.94
				Hourly	$ 48.2098	$ 50.6203	$ 53.1513	$ 55.8089	$ 58.5993
FVGEA	6/20/2026	G52	Housing Technician	Annual	$ 85,547.79	$ 89,825.17	$ 94,316.42	$ 99,032.25	$ 103,983.87
				Monthly	$ 7,128.98	$ 7,485.43	$ 7,859.70	$ 8,252.69	$ 8,665.32
				Bi-weekly	$ 3,290.30	$ 3,454.81	$ 3,627.55	$ 3,808.93	$ 3,999.38
				Hourly	$ 41.1288	$ 43.1851	$ 45.3444	$ 47.6116	$ 49.9923
FVGEA	6/20/2026	G84	Human Resources Technician	Annual	$ 76,832.63	$ 80,674.28	$ 84,707.98	$ 88,943.38	$ 93,390.54
				Monthly	$ 6,402.72	$ 6,722.86	$ 7,059.00	$ 7,411.95	$ 7,782.55
				Bi-weekly	$ 2,955.10	$ 3,102.86	$ 3,258.00	$ 3,420.90	$ 3,591.94
				Hourly	$ 36.9388	$ 38.7858	$ 40.7250	$ 42.7613	$ 44.8993
FVGEA	6/20/2026	G10	Identification Technician	Annual	$ 88,167.440	$ 92,575.810	$ 97,204.600	$ 102,064.840	$ 107,168.080
				Monthly	$ 7,347.287	$ 7,714.651	$ 8,100.383	$ 8,505.403	$ 8,930.673
				Bi-weekly	$ 3,391.060	$ 3,560.610	$ 3,738.640	$ 3,925.570	$ 4,121.850
				Hourly	$ 42.3883	$ 44.5076	$ 46.7330	$ 49.0696	$ 51.5231
FVGEA	6/20/2026	G57	Information Technology Technician	Annual	$ 80,657.30	$ 84,690.16	$ 88,924.67	$ 93,370.92	$ 98,039.46
				Monthly	$ 6,721.44	$ 7,057.51	$ 7,410.39	$ 7,780.91	$ 8,169.96
				Bi-weekly	$ 3,102.20	$ 3,257.31	$ 3,420.18	$ 3,591.19	$ 3,770.75
				Hourly	$ 38.7775	$ 40.7164	$ 42.7523	$ 44.8899	$ 47.1344
FVGEA	6/20/2026	G81	Lead Code Enforcement Officer	Annual	$ 86,241.39	$ 90,553.46	$ 95,081.12	$ 99,835.17	$ 104,826.95
				Monthly	$ 7,186.78	$ 7,546.12	$ 7,923.43	$ 8,319.60	$ 8,735.58
				Bi-weekly	$ 3,316.98	$ 3,482.83	$ 3,656.97	$ 3,839.81	$ 4,031.81
				Hourly	$ 41.4623	$ 43.5354	$ 45.7121	$ 47.9976	$ 50.3976
FVGEA	6/20/2026	G25	Lead Dispatcher	Annual	$ 87,677.97	$ 92,061.86	$ 96,664.95	$ 101,498.20	$ 106,573.11
				Monthly	$ 7,306.50	$ 7,671.82	$ 8,055.41	$ 8,458.18	$ 8,881.09
				Bi-weekly	$ 3,372.23	$ 3,540.84	$ 3,717.88	$ 3,903.78	$ 4,098.97
				Hourly	$ 42.1529	$ 44.2605	$ 46.4735	$ 48.7973	$ 51.2371
FVGEA	6/20/2026	G86	Lead Information Technology Technician	Annual	$ 88,723.03	$ 93,159.19	$ 97,817.14	$ 102,707.99	$ 107,843.39
				Monthly	$ 7,393.59	$ 7,763.27	$ 8,151.43	$ 8,559.00	$ 8,986.95
				Bi-weekly	$ 3,412.42	$ 3,583.05	$ 3,762.20	$ 3,950.31	$ 4,147.82
				Hourly	$ 42.6553	$ 44.7881	$ 47.0275	$ 49.3789	$ 51.8478
FVGEA	6/20/2026	G90	Lead Public Works Inspector	Annual	$ 92,709.19	$ 97,344.63	$ 102,211.87	$ 107,322.47	$ 112,688.59
				Monthly	$ 7,725.77	$ 8,112.05	$ 8,517.66	$ 8,943.54	$ 9,390.72
				Bi-weekly	$ 3,565.74	$ 3,744.02	$ 3,931.23	$ 4,127.79	$ 4,334.18
				Hourly	$ 44.5718	$ 46.8003	$ 49.1404	$ 51.5974	$ 54.1773
FVGEA	6/20/2026	G08	Lead Records Clerk	Annual	$ 67,359.880	$ 70,727.870	$ 74,264.270	$ 77,977.470	$ 81,876.340
				Monthly	$ 5,613.323	$ 5,893.989	$ 6,188.689	$ 6,498.123	$ 6,823.028
				Bi-weekly	$ 2,590.760	$ 2,720.300	$ 2,856.320	$ 2,999.130	$ 3,149.090
				Hourly	$ 32.3845	$ 34.0038	$ 35.7040	$ 37.4891	$ 39.3636
FVGEA	6/20/2026	G74	Management Aide	Annual	$ 85,223.31	$ 89,484.47	$ 93,958.70	$ 98,656.64	$ 103,589.47
				Monthly	$ 7,101.94	$ 7,457.04	$ 7,829.89	$ 8,221.39	$ 8,632.46
				Bi-weekly	$ 3,277.82	$ 3,441.71	$ 3,613.80	$ 3,794.49	$ 3,984.21
				Hourly	$ 40.9728	$ 43.0214	$ 45.1725	$ 47.4311	$ 49.8026
FVGEA	6/20/2026	G87	Permit Technician	Annual	$ 70,824.81	$ 74,366.05	$ 78,084.36	$ 81,988.58	$ 86,088.02
				Monthly	$ 5,902.07	$ 6,197.17	$ 6,507.03	$ 6,832.38	$ 7,174.00
				Bi-weekly	$ 2,724.03	$ 2,860.23	$ 3,003.24	$ 3,153.41	$ 3,311.08
				Hourly	$ 34.0504	$ 35.7529	$ 37.5405	$ 39.4176	$ 41.3885

Bargaining Unit	Effective Date	Class Code	Classification	Type	Step 1	Step 2	Step 3	Step 4	Step 5
FVGEA	6/20/2026	G56	Plan Check Engineer	Annual	$ 114,814.52	$ 120,555.24	$ 126,583.00	$ 132,912.16	$ 139,557.76
				Monthly	$ 9,567.88	$ 10,046.27	$ 10,548.58	$ 11,076.01	$ 11,629.81
				Bi-weekly	$ 4,415.94	$ 4,636.74	$ 4,868.58	$ 5,112.01	$ 5,367.61
				Hourly	$ 55.1993	$ 57.9593	$ 60.8573	$ 63.9001	$ 67.0951
FVGEA	6/20/2026	G54	Public Works Inspector	Annual	$ 88,293.05	$ 92,707.69	$ 97,343.08	$ 102,210.22	$ 107,320.74
				Monthly	$ 7,357.75	$ 7,725.64	$ 8,111.92	$ 8,517.52	$ 8,943.40
				Bi-weekly	$ 3,395.89	$ 3,565.68	$ 3,743.96	$ 3,931.16	$ 4,127.72
				Hourly	$ 42.4486	$ 44.5710	$ 46.7995	$ 49.1395	$ 51.5965
FVGEA	6/20/2026	G89	Records Clerk I	Annual	$ 57,748.04	$ 60,635.45	$ 63,667.22	$ 66,850.58	$ 70,193.12
				Monthly	$ 4,812.34	$ 5,052.95	$ 5,305.60	$ 5,570.88	$ 5,849.43
				Bi-weekly	$ 2,221.08	$ 2,332.13	$ 2,448.74	$ 2,571.18	$ 2,699.74
				Hourly	$ 27.7635	$ 29.1516	$ 30.6093	$ 32.1398	$ 33.7468
FVGEA	6/20/2026	G09	Records Clerk II	Annual	$ 64,155.940	$ 67,363.720	$ 70,731.930	$ 74,268.520	$ 77,981.950
				Monthly	$ 5,346.328	$ 5,613.643	$ 5,894.328	$ 6,189.043	$ 6,498.496
				Bi-weekly	$ 2,467.540	$ 2,590.910	$ 2,720.460	$ 2,856.480	$ 2,999.310
				Hourly	$ 30.8443	$ 32.3864	$ 34.0058	$ 35.7060	$ 37.4914
FVGEA	6/20/2026	G76	Recreation Coordinator	Annual	$ 71,680.42	$ 75,264.44	$ 79,027.66	$ 82,979.04	$ 87,128.00
				Monthly	$ 5,973.37	$ 6,272.04	$ 6,585.64	$ 6,914.92	$ 7,260.67
				Bi-weekly	$ 2,756.94	$ 2,894.79	$ 3,039.53	$ 3,191.50	$ 3,351.08
				Hourly	$ 34.4618	$ 36.1849	$ 37.9941	$ 39.8938	$ 41.8885
FVGEA	6/20/2026	G14	Secretary	Annual	$ 71,924.04	$ 75,520.24	$ 79,296.25	$ 83,261.06	$ 87,424.12
				Monthly	$ 5,993.67	$ 6,293.35	$ 6,608.02	$ 6,938.42	$ 7,285.34
				Bi-weekly	$ 2,766.31	$ 2,904.62	$ 3,049.86	$ 3,202.35	$ 3,362.47
				Hourly	$ 34.5789	$ 36.3078	$ 38.1233	$ 40.0294	$ 42.0309
FVGEA	6/20/2026	G83	Sr. Accounting Technician	Annual	$ 70,630.94	$ 74,162.49	$ 77,870.61	$ 81,764.13	$ 85,852.34
				Monthly	$ 5,885.91	$ 6,180.21	$ 6,489.22	$ 6,813.68	$ 7,154.36
				Bi-weekly	$ 2,716.57	$ 2,852.40	$ 2,995.02	$ 3,144.77	$ 3,302.01
				Hourly	$ 33.9571	$ 35.6550	$ 37.4378	$ 39.3096	$ 41.2751
FVGEA	6/20/2026	G85	Supervising Records Clerk	Annual	$ 80,206.46	$ 84,216.79	$ 88,427.61	$ 92,849.00	$ 97,491.44
				Monthly	$ 6,683.87	$ 7,018.07	$ 7,368.97	$ 7,737.42	$ 8,124.29
				Bi-weekly	$ 3,084.86	$ 3,239.11	$ 3,401.06	$ 3,571.12	$ 3,749.67
				Hourly	$ 38.5608	$ 40.4889	$ 42.5133	$ 44.6390	$ 46.8709

Bargaining Unit	Effective Date	Class Code	Classification	Type	Step 1	Step 2	Step 3	Step 4	Step 5
IRP&T	6/20/2026	P12	Accounting Manager	Annual	$ 141,406.18	$ 148,476.48	$ 155,900.31	$ 163,695.32	$ 171,880.09
				Monthly	$ 11,783.85	$ 12,373.04	$ 12,991.69	$ 13,641.28	$ 14,323.34
				Bi-weekly	$ 5,438.70	$ 5,710.63	$ 5,996.17	$ 6,295.97	$ 6,610.77
				Hourly	$ 67.9838	$ 71.3829	$ 74.9521	$ 78.6996	$ 82.6346
IRP&T	6/20/2026	P14	City Clerk Administrator	Annual	$ 141,414.18	$ 148,484.88	$ 155,909.14	$ 163,704.58	$ 171,889.82
				Monthly	$ 11,784.52	$ 12,373.74	$ 12,992.43	$ 13,642.05	$ 14,324.15
				Bi-weekly	$ 5,439.01	$ 5,710.96	$ 5,996.51	$ 6,296.33	$ 6,611.15
				Hourly	$ 67.9876	$ 71.3870	$ 74.9564	$ 78.7041	$ 82.6394
IRP&T	6/20/2026	P58	Finance Manager	Annual	$ 141,406.18	$ 148,476.48	$ 155,900.31	$ 163,695.32	$ 171,880.09
				Monthly	$ 11,783.85	$ 12,373.04	$ 12,991.69	$ 13,641.28	$ 14,323.34
				Bi-weekly	$ 5,438.70	$ 5,710.63	$ 5,996.17	$ 6,295.97	$ 6,610.77
				Hourly	$ 67.9838	$ 71.3829	$ 74.9521	$ 78.6996	$ 82.6346
IRP&T	6/20/2026	P49	Human Resources Analyst	Annual	$ 100,028.61	$ 105,030.05	$ 110,281.56	$ 115,795.64	$ 121,585.42
				Monthly	$ 8,335.72	$ 8,752.50	$ 9,190.13	$ 9,649.64	$ 10,132.12
				Bi-weekly	$ 3,847.25	$ 4,039.62	$ 4,241.60	$ 4,453.68	$ 4,676.36
				Hourly	$ 48.0906	$ 50.4953	$ 53.0200	$ 55.6710	$ 58.4545
IRP&T	6/20/2026	P62	Human Resources Manager	Annual	$ 149,999.26	$ 157,499.23	$ 165,374.19	$ 173,642.89	$ 182,325.04
				Monthly	$ 12,499.94	$ 13,124.94	$ 13,781.18	$ 14,470.24	$ 15,193.75
				Bi-weekly	$ 5,769.20	$ 6,057.66	$ 6,360.55	$ 6,678.57	$ 7,012.50
				Hourly	$ 72.1150	$ 75.7208	$ 79.5069	$ 83.4821	$ 87.6563
IRP&T	6/20/2026	P15	Human Resources Specialist	Annual	$ 94,535.79	$ 99,262.57	$ 104,225.70	$ 109,436.98	$ 114,908.83
				Monthly	$ 7,877.98	$ 8,271.88	$ 8,685.48	$ 9,119.75	$ 9,575.74
				Bi-weekly	$ 3,635.99	$ 3,817.79	$ 4,008.68	$ 4,209.11	$ 4,419.57
				Hourly	$ 45.4499	$ 47.7224	$ 50.1085	$ 52.6139	$ 55.2446
IRP&T	6/20/2026	P63	Information Technology Analyst	Annual	$ 94,299.26	$ 99,014.23	$ 103,964.94	$ 109,163.18	$ 114,621.33
				Monthly	$ 7,858.27	$ 8,251.19	$ 8,663.75	$ 9,096.93	$ 9,551.78
				Bi-weekly	$ 3,626.89	$ 3,808.24	$ 3,998.65	$ 4,198.58	$ 4,408.51
				Hourly	$ 45.3361	$ 47.6030	$ 49.9831	$ 52.4823	$ 55.1064
IRP&T	6/20/2026	P01	Management Analyst	Annual	$ 100,271.42	$ 105,285.00	$ 110,549.25	$ 116,076.71	$ 121,880.54
			(City Manager's Office Only)	Monthly	$ 8,355.95	$ 8,773.75	$ 9,212.44	$ 9,673.06	$ 10,156.71
				Bi-weekly	$ 3,856.59	$ 4,049.42	$ 4,251.89	$ 4,464.49	$ 4,687.71
				Hourly	$ 48.2074	$ 50.6178	$ 53.1486	$ 55.8061	$ 58.5964
IRP&T	6/20/2026	P02	Management Specialist	Annual	$ 90,244.27	$ 94,756.49	$ 99,494.30	$ 104,469.02	$ 109,692.47
			(City Manager's Office Only)	Monthly	$ 7,520.36	$ 7,896.37	$ 8,291.19	$ 8,705.75	$ 9,141.04
				Bi-weekly	$ 3,470.93	$ 3,644.48	$ 3,826.70	$ 4,018.04	$ 4,218.94
				Hourly	$ 43.3866	$ 45.5560	$ 47.8338	$ 50.2255	$ 52.7368
IRP&T	6/20/2026	P61	Payroll Administrator	Annual	$ 130,577.49	$ 137,106.36	$ 143,961.69	$ 151,159.77	$ 158,717.75
				Monthly	$ 10,881.46	$ 11,425.53	$ 11,996.81	$ 12,596.65	$ 13,226.48
				Bi-weekly	$ 5,022.21	$ 5,273.32	$ 5,536.99	$ 5,813.84	$ 6,104.53
				Hourly	$ 62.7776	$ 65.9165	$ 69.2124	$ 72.6730	$ 76.3066
IRP&T	6/20/2026	P73	Payroll Specialist	Annual	$ 74,634.73	$ 78,366.46	$ 82,284.79	$ 86,399.03	$ 90,718.97
				Monthly	$ 6,219.56	$ 6,530.54	$ 6,857.07	$ 7,199.92	$ 7,559.91
				Bi-weekly	$ 2,870.57	$ 3,014.09	$ 3,164.80	$ 3,323.04	$ 3,489.19
				Hourly	$ 35.8821	$ 37.6761	$ 39.5600	$ 41.5380	$ 43.6149
IRP&T	6/20/2026	P59	Principal Human Resources Analyst	Annual	$ 132,828.82	$ 139,470.26	$ 146,443.78	$ 153,765.98	$ 161,454.27
				Monthly	$ 11,069.07	$ 11,622.52	$ 12,203.65	$ 12,813.83	$ 13,454.52
				Bi-weekly	$ 5,108.80	$ 5,364.24	$ 5,632.45	$ 5,914.08	$ 6,209.78
				Hourly	$ 63.8600	$ 67.0530	$ 70.4056	$ 73.9260	$ 77.6223
IRP&T	6/20/2026	P40	Principal Management Analyst	Annual	$ 120,325.69	$ 126,341.99	$ 132,659.09	$ 139,292.04	$ 146,256.66
			(City Manager's Office Only)	Monthly	$ 10,027.14	$ 10,528.50	$ 11,054.92	$ 11,607.67	$ 12,188.06
				Bi-weekly	$ 4,627.91	$ 4,859.31	$ 5,102.27	$ 5,357.39	$ 5,625.26
				Hourly	$ 57.8489	$ 60.7414	$ 63.7784	$ 66.9674	$ 70.3158
IRP&T	6/20/2026	P60	Purchasing Administrator	Annual	$ 130,577.49	$ 137,106.36	$ 143,961.69	$ 151,159.77	$ 158,717.75
				Monthly	$ 10,881.46	$ 11,425.53	$ 11,996.81	$ 12,596.65	$ 13,226.48
				Bi-weekly	$ 5,022.21	$ 5,273.32	$ 5,536.99	$ 5,813.84	$ 6,104.53
				Hourly	$ 62.7776	$ 65.9165	$ 69.2124	$ 72.6730	$ 76.3066
IRP&T	6/20/2026	P71	Risk Manager	Annual	$ 141,414.18	$ 148,484.88	$ 155,909.14	$ 163,704.58	$ 171,889.82
				Monthly	$ 11,784.52	$ 12,373.74	$ 12,992.43	$ 13,642.05	$ 14,324.15
				Bi-weekly	$ 5,439.01	$ 5,710.96	$ 5,996.51	$ 6,296.33	$ 6,611.15
				Hourly	$ 67.9876	$ 71.3870	$ 74.9564	$ 78.7041	$ 82.6394

Bargaining Unit	Effective Date	Class Code	Classification	Type	Step 1	Step 2	Step 3	Step 4	Step 5
IRP&T	6/20/2026	P52	Senior Human Resources Analyst	Annual	$ 115,528.23	$ 121,304.65	$ 127,369.86	$ 133,738.37	$ 140,425.29
				Monthly	$ 9,627.35	$ 10,108.72	$ 10,614.16	$ 11,144.86	$ 11,702.11
				Bi-weekly	$ 4,443.39	$ 4,665.56	$ 4,898.84	$ 5,143.78	$ 5,400.97
				Hourly	$ 55.5424	$ 58.3195	$ 61.2355	$ 64.2973	$ 67.5121
IRP&T	6/20/2026	P66	Senior Information Technology Analyst	Annual	$ 115,528.22	$ 121,304.64	$ 127,369.86	$ 133,738.37	$ 140,425.28
				Monthly	$ 9,627.35	$ 10,108.72	$ 10,614.16	$ 11,144.86	$ 11,702.11
				Bi-weekly	$ 4,443.39	$ 4,665.56	$ 4,898.84	$ 5,143.78	$ 5,400.97
				Hourly	$ 55.5424	$ 58.3195	$ 61.2355	$ 64.2973	$ 67.5121
IRP&T	6/20/2026	P39	Senior Management Analyst	Annual	$ 110,283.74	$ 115,797.94	$ 121,587.84	$ 127,667.23	$ 134,050.59
				Monthly	$ 9,190.31	$ 9,649.83	$ 10,132.32	$ 10,638.94	$ 11,170.88
				Bi-weekly	$ 4,241.68	$ 4,453.77	$ 4,676.46	$ 4,910.28	$ 5,155.79
				Hourly	$ 53.0210	$ 55.6721	$ 58.4558	$ 61.3785	$ 64.4474

Bargaining Unit	Effective Date	Class Code	Classification	Type	Step 1	Step 2	Step 3	Step 4	Step 5
FVMEA (Field)	6/20/2026	G45	Equipment Operator I	Annual	$ 70,316.13	$ 73,831.93	$ 77,523.53	$ 81,399.71	$ 85,469.70
				Monthly	$ 5,859.68	$ 6,152.66	$ 6,460.29	$ 6,783.31	$ 7,122.48
				Bi-weekly	$ 2,704.47	$ 2,839.69	$ 2,981.67	$ 3,130.76	$ 3,287.30
				Hourly	$ 33.8059	$ 35.4961	$ 37.2709	$ 39.1345	$ 41.0913
FVMEA (Field)	6/20/2026	G46	Equipment Operator II	Annual	$ 73,665.98	$ 77,349.28	$ 81,216.75	$ 85,277.59	$ 89,541.45
				Monthly	$ 6,138.83	$ 6,445.77	$ 6,768.06	$ 7,106.47	$ 7,461.79
				Bi-weekly	$ 2,833.31	$ 2,974.97	$ 3,123.72	$ 3,279.91	$ 3,443.90
				Hourly	$ 35.4164	$ 37.1871	$ 39.0465	$ 40.9989	$ 43.0488
FVMEA (Field)	6/20/2026	G82	Equipment Operator I- Water	Annual	$ 76,678.70	$ 80,512.64	$ 84,538.27	$ 88,765.19	$ 93,203.44
				Monthly	$ 6,389.89	$ 6,709.39	$ 7,044.86	$ 7,397.10	$ 7,766.95
				Bi-weekly	$ 2,949.18	$ 3,096.64	$ 3,251.47	$ 3,414.05	$ 3,584.75
				Hourly	$ 36.8648	$ 38.7080	$ 40.6434	$ 42.6756	$ 44.8094
FVMEA (Field)	6/20/2026	G47	Equipment Operator II - Water	Annual	$ 78,430.75	$ 82,352.26	$ 86,469.88	$ 90,793.37	$ 95,333.05
				Monthly	$ 6,535.90	$ 6,862.69	$ 7,205.82	$ 7,566.11	$ 7,944.42
				Bi-weekly	$ 3,016.57	$ 3,167.39	$ 3,325.76	$ 3,492.05	$ 3,666.66
				Hourly	$ 37.7071	$ 39.5924	$ 41.5720	$ 43.6506	$ 45.8333
FVMEA (Field)	6/20/2026	G62	Foreman	Annual	$ 81,026.45	$ 85,077.77	$ 89,331.66	$ 93,798.24	$ 98,488.16
				Monthly	$ 6,752.20	$ 7,089.81	$ 7,444.31	$ 7,816.52	$ 8,207.35
				Bi-weekly	$ 3,116.40	$ 3,272.22	$ 3,435.83	$ 3,607.62	$ 3,788.01
				Hourly	$ 38.9550	$ 40.9028	$ 42.9479	$ 45.0953	$ 47.3501
FVMEA (Field)	6/20/2026	G63	Foreman Fleet	Annual	$ 81,026.45	$ 85,077.77	$ 89,331.66	$ 93,798.24	$ 98,488.16
				Monthly	$ 6,752.20	$ 7,089.81	$ 7,444.31	$ 7,816.52	$ 8,207.35
				Bi-weekly	$ 3,116.40	$ 3,272.22	$ 3,435.83	$ 3,607.62	$ 3,788.01
				Hourly	$ 38.9550	$ 40.9028	$ 42.9479	$ 45.0953	$ 47.3501
FVMEA (Field)	6/20/2026	G88	Foreman Sewer/Storm Drain	Annual	$ 87,227.99	$ 91,589.40	$ 96,168.86	$ 100,977.31	$ 106,026.18
				Monthly	$ 7,269.00	$ 7,632.45	$ 8,014.07	$ 8,414.78	$ 8,835.52
				Bi-weekly	$ 3,354.92	$ 3,522.67	$ 3,698.80	$ 3,883.74	$ 4,077.93
				Hourly	$ 41.9365	$ 44.0334	$ 46.2350	$ 48.5468	$ 50.9741
FVMEA (Field)	6/20/2026	G75	Foreman Water	Annual	$ 87,227.99	$ 91,589.40	$ 96,168.86	$ 100,977.31	$ 106,026.18
				Monthly	$ 7,269.00	$ 7,632.45	$ 8,014.07	$ 8,414.78	$ 8,835.52
				Bi-weekly	$ 3,354.92	$ 3,522.67	$ 3,698.80	$ 3,883.74	$ 4,077.93
				Hourly	$ 41.9365	$ 44.0334	$ 46.2350	$ 48.5468	$ 50.9741
FVMEA (Field)	6/20/2026	G39	Irrigation Technician	Annual	$ 67,844.77	$ 71,237.03	$ 74,798.87	$ 78,538.81	$ 82,465.76
				Monthly	$ 5,653.73	$ 5,936.42	$ 6,233.24	$ 6,544.90	$ 6,872.15
				Bi-weekly	$ 2,609.41	$ 2,739.89	$ 2,876.88	$ 3,020.72	$ 3,171.76
				Hourly	$ 32.6176	$ 34.2486	$ 35.9610	$ 37.7590	$ 39.6470
FVMEA (Field)	6/20/2026	G78	Landscape Inspector	Annual	$ 84,769.93	$ 89,008.43	$ 93,458.85	$ 98,131.79	$ 103,038.38
				Monthly	$ 7,064.16	$ 7,417.37	$ 7,788.24	$ 8,177.65	$ 8,586.53
				Bi-weekly	$ 3,260.38	$ 3,423.40	$ 3,594.57	$ 3,774.30	$ 3,963.01
				Hourly	$ 40.7548	$ 42.7925	$ 44.9321	$ 47.1788	$ 49.5376
FVMEA (Field)	6/20/2026	G36	Maintenance Worker II	Annual	$ 62,364.93	$ 65,483.16	$ 68,757.33	$ 72,195.20	$ 75,804.96
				Monthly	$ 5,197.08	$ 5,456.93	$ 5,729.78	$ 6,016.27	$ 6,317.08
				Bi-weekly	$ 2,398.65	$ 2,518.58	$ 2,644.51	$ 2,776.74	$ 2,915.58
				Hourly	$ 29.9831	$ 31.4823	$ 33.0564	$ 34.7093	$ 36.4448
FVMEA (Field)	6/20/2026	G35	Maintenance Worker II - Chemical Applicator	Annual	$ 67,344.97	$ 70,712.22	$ 74,247.83	$ 77,960.21	$ 81,858.23
				Monthly	$ 5,612.08	$ 5,892.69	$ 6,187.32	$ 6,496.68	$ 6,821.52
				Bi-weekly	$ 2,590.19	$ 2,719.70	$ 2,855.69	$ 2,998.47	$ 3,148.39
				Hourly	$ 32.3774	$ 33.9963	$ 35.6961	$ 37.4809	$ 39.3549
FVMEA (Field)	6/20/2026	G64	Maintenance Worker II - Water	Annual	$ 69,532.46	$ 73,009.08	$ 76,659.53	$ 80,492.51	$ 84,517.14
				Monthly	$ 5,794.37	$ 6,084.09	$ 6,388.29	$ 6,707.71	$ 7,043.10
				Bi-weekly	$ 2,674.33	$ 2,808.04	$ 2,948.44	$ 3,095.87	$ 3,250.66
				Hourly	$ 33.4291	$ 35.1005	$ 36.8555	$ 38.6984	$ 40.6333
FVMEA (Field)	6/20/2026	G33	Mechanic	Annual	$ 71,924.68	$ 75,520.91	$ 79,296.96	$ 83,261.82	$ 87,424.91
				Monthly	$ 5,993.72	$ 6,293.41	$ 6,608.08	$ 6,938.49	$ 7,285.41
				Bi-weekly	$ 2,766.33	$ 2,904.65	$ 3,049.88	$ 3,202.38	$ 3,362.50
				Hourly	$ 34.5791	$ 36.3081	$ 38.1235	$ 40.0298	$ 42.0313
FVMEA (Field)	6/20/2026	G65	Water Quality Technician	Annual	$ 91,277.56	$ 95,841.43	$ 100,633.49	$ 105,665.18	$ 110,948.43
				Monthly	$ 7,606.46	$ 7,986.79	$ 8,386.12	$ 8,805.43	$ 9,245.70
				Bi-weekly	$ 3,510.68	$ 3,686.21	$ 3,870.52	$ 4,064.05	$ 4,267.25
				Hourly	$ 43.8835	$ 46.0776	$ 48.3815	$ 50.8006	$ 53.3406
FVMEA (Field)	6/20/2026	G66	Water System Operator	Annual	$ 83,400.90	$ 87,570.95	$ 91,949.50	$ 96,546.98	$ 101,374.33
				Monthly	$ 6,950.08	$ 7,297.58	$ 7,662.46	$ 8,045.58	$ 8,447.86
				Bi-weekly	$ 3,207.73	$ 3,368.11	$ 3,536.52	$ 3,713.35	$ 3,899.01
				Hourly	$ 40.0966	$ 42.1014	$ 44.2065	$ 46.4169	$ 48.7376

Bargaining Unit	Effective Date	Class Code	Classification	Type	Step 1	Step 2	Step 3	Step 4	Step 5
P&T	6/20/2026	P67	Associate Planner	Annual	$ 95,986.65	$ 100,785.99	$ 105,825.29	$ 111,116.56	$ 116,672.39
				Monthly	$ 7,998.89	$ 8,398.83	$ 8,818.77	$ 9,259.71	$ 9,722.70
				Bi-weekly	$ 3,691.79	$ 3,876.38	$ 4,070.20	$ 4,273.71	$ 4,487.40
				Hourly	$ 46.1474	$ 48.4548	$ 50.8775	$ 53.4214	$ 56.0925
P&T	6/20/2026	P57	Building Official	Annual	$ 156,436.61	$ 164,258.45	$ 172,471.37	$ 181,094.94	$ 190,149.69
				Monthly	$ 13,036.38	$ 13,688.20	$ 14,372.61	$ 15,091.25	$ 15,845.81
				Bi-weekly	$ 6,016.79	$ 6,317.63	$ 6,633.51	$ 6,965.19	$ 7,313.45
				Hourly	$ 75.2099	$ 78.9704	$ 82.9189	$ 87.0649	$ 91.4181
P&T	6/20/2026	P09	Community Services Supervisor	Annual	$ 98,389.01	$ 103,308.45	$ 108,473.88	$ 113,897.57	$ 119,592.45
				Monthly	$ 8,199.08	$ 8,609.04	$ 9,039.49	$ 9,491.46	$ 9,966.04
				Bi-weekly	$ 3,784.19	$ 3,973.40	$ 4,172.07	$ 4,380.68	$ 4,599.71
				Hourly	$ 47.3024	$ 49.6675	$ 52.1509	$ 54.7585	$ 57.4964
P&T	6/20/2026	P46	Crime Analyst	Annual	$ 100,271.42	$ 105,285.00	$ 110,549.25	$ 116,076.71	$ 121,880.54
				Monthly	$ 8,355.95	$ 8,773.75	$ 9,212.44	$ 9,673.06	$ 10,156.71
				Bi-weekly	$ 3,856.59	$ 4,049.42	$ 4,251.89	$ 4,464.49	$ 4,687.71
				Hourly	$ 48.2074	$ 50.6178	$ 53.1486	$ 55.8061	$ 58.5964

Bargaining Unit	Effective Date	Class Code	Classification	Type	Step 1	Step 2	Step 3	Step 4	Step 5
P&T	6/20/2026	P72	Deputy Fire Marshal	Annual	$ 115,607.34	$ 121,387.71	$ 127,457.10	$ 133,829.94	$ 140,521.44
				Monthly	$ 9,633.95	$ 10,115.64	$ 10,621.43	$ 11,152.50	$ 11,710.12
				Bi-weekly	$ 4,446.44	$ 4,668.76	$ 4,902.20	$ 5,147.31	$ 5,404.67
				Hourly	$ 55.5805	$ 58.3595	$ 61.2775	$ 64.3414	$ 67.5584
P&T	6/20/2026	P50	Deputy Public Works Director/City Engineer	Annual	$ 182,132.35	$ 191,238.98	$ 200,800.92	$ 210,840.96	$ 221,383.01
				Monthly	$ 15,177.70	$ 15,936.58	$ 16,733.41	$ 17,570.08	$ 18,448.58
				Bi-weekly	$ 7,005.09	$ 7,355.35	$ 7,723.11	$ 8,109.27	$ 8,514.73
				Hourly	$ 87.5636	$ 91.9419	$ 96.5389	$ 101.3659	$ 106.4341
P&T	6/20/2026	P55	Emergency Medical Services Manager	Annual	$ 134,808.20	$ 141,548.62	$ 148,626.05	$ 156,057.35	$ 163,860.22
				Monthly	$ 11,234.02	$ 11,795.72	$ 12,385.50	$ 13,004.78	$ 13,655.02
				Bi-weekly	$ 5,184.93	$ 5,444.18	$ 5,716.39	$ 6,002.21	$ 6,302.32
				Hourly	$ 64.8116	$ 68.0523	$ 71.4549	$ 75.0276	$ 78.7790
P&T	6/20/2026	P20	Engineering Associate	Annual	$ 128,242.35	$ 134,654.46	$ 141,387.20	$ 148,456.56	$ 155,879.39
				Monthly	$ 10,686.86	$ 11,221.21	$ 11,782.27	$ 12,371.38	$ 12,989.95
				Bi-weekly	$ 4,932.40	$ 5,179.02	$ 5,437.97	$ 5,709.87	$ 5,995.36
				Hourly	$ 61.6550	$ 64.7378	$ 67.9746	$ 71.3734	$ 74.9420
P&T	6/20/2026	P31	Environmental Services Administrator	Annual	$ 118,593.94	$ 124,523.63	$ 130,749.81	$ 137,287.31	$ 144,151.68
				Monthly	$ 9,882.83	$ 10,376.97	$ 10,895.82	$ 11,440.61	$ 12,012.64
				Bi-weekly	$ 4,561.31	$ 4,789.37	$ 5,028.84	$ 5,280.28	$ 5,544.30
				Hourly	$ 57.0164	$ 59.8671	$ 62.8605	$ 66.0035	$ 69.3038
P&T	6/20/2026	P25	Field Services Manager	Annual	$ 165,058.66	$ 173,311.60	$ 181,977.18	$ 191,076.04	$ 200,629.84
				Monthly	$ 13,754.89	$ 14,442.63	$ 15,164.77	$ 15,923.00	$ 16,719.15
				Bi-weekly	$ 6,348.41	$ 6,665.83	$ 6,999.12	$ 7,349.08	$ 7,716.53
				Hourly	$ 79.3551	$ 83.3229	$ 87.4890	$ 91.8635	$ 96.4566
P&T	6/20/2026	P48	Fire Marshal	Annual	$ 150,531.16	$ 158,057.71	$ 165,960.60	$ 174,258.64	$ 182,971.56
				Monthly	$ 12,544.26	$ 13,171.48	$ 13,830.05	$ 14,521.55	$ 15,247.63
				Bi-weekly	$ 5,789.66	$ 6,079.14	$ 6,383.10	$ 6,702.26	$ 7,037.37
				Hourly	$ 72.3708	$ 75.9893	$ 79.7888	$ 83.7783	$ 87.9671
P&T	6/20/2026	P05	Housing Coordinator	Annual	$ 123,877.26	$ 130,071.12	$ 136,574.68	$ 143,403.41	$ 150,573.58
				Monthly	$ 10,323.11	$ 10,839.26	$ 11,381.22	$ 11,950.28	$ 12,547.80
				Bi-weekly	$ 4,764.51	$ 5,002.74	$ 5,252.87	$ 5,515.52	$ 5,791.29
				Hourly	$ 59.5564	$ 62.5343	$ 65.6609	$ 68.9440	$ 72.3911
P&T	6/20/2026	P10	Information Technology Manager	Annual	$ 161,141.04	$ 169,198.10	$ 177,657.99	$ 186,540.90	$ 195,867.95
				Monthly	$ 13,428.42	$ 14,099.84	$ 14,804.83	$ 15,545.08	$ 16,322.33
				Bi-weekly	$ 6,197.73	$ 6,507.62	$ 6,833.00	$ 7,174.65	$ 7,533.38
				Hourly	$ 77.4716	$ 81.3453	$ 85.4125	$ 89.6831	$ 94.1673
P&T	6/20/2026	P41	Internal Services Supervisor	Annual	$ 107,352.49	$ 112,720.11	$ 118,356.13	$ 124,273.93	$ 130,487.62
				Monthly	$ 8,946.04	$ 9,393.34	$ 9,863.01	$ 10,356.16	$ 10,873.97
				Bi-weekly	$ 4,128.94	$ 4,335.39	$ 4,552.16	$ 4,779.77	$ 5,018.75
				Hourly	$ 51.6118	$ 54.1924	$ 56.9020	$ 59.7471	$ 62.7344
P&T	6/20/2026	P64	Management Analyst	Annual	$ 100,271.42	$ 105,285.00	$ 110,549.25	$ 116,076.71	$ 121,880.54
				Monthly	$ 8,355.95	$ 8,773.75	$ 9,212.44	$ 9,673.06	$ 10,156.71
				Bi-weekly	$ 3,856.59	$ 4,049.42	$ 4,251.89	$ 4,464.49	$ 4,687.71
				Hourly	$ 48.2074	$ 50.6178	$ 53.1486	$ 55.8061	$ 58.5964
P&T	6/20/2026	P65	Management Specialist	Annual	$ 90,244.27	$ 94,756.49	$ 99,494.30	$ 104,469.02	$ 109,692.47
				Monthly	$ 7,520.36	$ 7,896.37	$ 8,291.19	$ 8,705.75	$ 9,141.04
				Bi-weekly	$ 3,470.93	$ 3,644.48	$ 3,826.70	$ 4,018.04	$ 4,218.94
				Hourly	$ 43.3866	$ 45.5560	$ 47.8338	$ 50.2255	$ 52.7368
P&T	6/20/2026	P69	Neighborhood Improvement Manager	Annual	$ 129,362.96	$ 135,831.10	$ 142,622.67	$ 149,753.79	$ 157,241.48
				Monthly	$ 10,780.25	$ 11,319.26	$ 11,885.22	$ 12,479.48	$ 13,103.46
				Bi-weekly	$ 4,975.50	$ 5,224.27	$ 5,485.49	$ 5,759.76	$ 6,047.75
				Hourly	$ 62.1938	$ 65.3034	$ 68.5686	$ 71.9970	$ 75.5969
P&T	6/20/2026	P35	Principal Civil Engineer	Annual	$ 153,887.77	$ 161,582.15	$ 169,661.25	$ 178,144.32	$ 187,051.54
				Monthly	$ 12,823.98	$ 13,465.18	$ 14,138.44	$ 14,845.36	$ 15,587.63
				Bi-weekly	$ 5,918.76	$ 6,214.70	$ 6,525.43	$ 6,851.70	$ 7,194.29
				Hourly	$ 73.9845	$ 77.6838	$ 81.5679	$ 85.6463	$ 89.9286
P&T	6/20/2026	P07	Principal Planner	Annual	$ 143,366.64	$ 150,534.97	$ 158,061.72	$ 165,964.79	$ 174,263.04
				Monthly	$ 11,947.22	$ 12,544.58	$ 13,171.81	$ 13,830.40	$ 14,521.92
				Bi-weekly	$ 5,514.10	$ 5,789.81	$ 6,079.30	$ 6,383.26	$ 6,702.42
				Hourly	$ 68.9263	$ 72.3726	$ 75.9913	$ 79.7908	$ 83.7803
P&T	6/20/2026	P42	Public Services Supervisor	Annual	$ 107,352.49	$ 112,720.11	$ 118,356.13	$ 124,273.93	$ 130,487.62
				Monthly	$ 8,946.04	$ 9,393.34	$ 9,863.01	$ 10,356.16	$ 10,873.97
				Bi-weekly	$ 4,128.94	$ 4,335.39	$ 4,552.16	$ 4,779.77	$ 5,018.75
				Hourly	$ 51.6118	$ 54.1924	$ 56.9020	$ 59.7471	$ 62.7344
P&T	6/20/2026	P03	Purchasing Manager	Annual	$ 124,154.85	$ 130,362.58	$ 136,880.71	$ 143,724.73	$ 150,910.98
				Monthly	$ 10,346.24	$ 10,863.55	$ 11,406.73	$ 11,977.06	$ 12,575.92
				Bi-weekly	$ 4,775.19	$ 5,013.95	$ 5,264.64	$ 5,527.87	$ 5,804.27
				Hourly	$ 59.6899	$ 62.6744	$ 65.8080	$ 69.0984	$ 72.5534
P&T	6/20/2026	P08	Recreation and Community Services Manager	Annual	$ 139,422.06	$ 146,393.17	$ 153,712.83	$ 161,398.47	$ 169,468.38
				Monthly	$ 11,618.51	$ 12,199.43	$ 12,809.40	$ 13,449.87	$ 14,122.37
				Bi-weekly	$ 5,362.39	$ 5,630.51	$ 5,912.03	$ 6,207.63	$ 6,518.01
				Hourly	$ 67.0299	$ 70.3814	$ 73.9004	$ 77.5954	$ 81.4751
P&T	6/20/2026	P70	Revenue Supervisor	Annual	$ 86,265.37	$ 90,578.63	$ 95,107.56	$ 99,862.94	$ 104,856.09
				Monthly	$ 7,188.78	$ 7,548.22	$ 7,925.63	$ 8,321.91	$ 8,738.01
				Bi-weekly	$ 3,317.90	$ 3,483.79	$ 3,657.98	$ 3,840.88	$ 4,032.93
				Hourly	$ 41.4738	$ 43.5474	$ 45.7248	$ 48.0110	$ 50.4116
P&T	6/20/2026	P34	Senior Civil Engineer	Annual	$ 141,072.72	$ 148,126.36	$ 155,532.68	$ 163,309.32	$ 171,474.77
				Monthly	$ 11,756.06	$ 12,343.86	$ 12,961.06	$ 13,609.11	$ 14,289.56
				Bi-weekly	$ 5,425.87	$ 5,697.17	$ 5,982.03	$ 6,281.13	$ 6,595.18
				Hourly	$ 67.8234	$ 71.2146	$ 74.7754	$ 78.5141	$ 82.4398
P&T	6/20/2026	P53	Senior Planner	Annual	$ 125,833.82	$ 132,125.51	$ 138,731.79	$ 145,668.38	$ 152,951.79
				Monthly	$ 10,486.15	$ 11,010.46	$ 11,560.98	$ 12,139.03	$ 12,745.98
				Bi-weekly	$ 4,839.76	$ 5,081.75	$ 5,335.84	$ 5,602.63	$ 5,882.76
				Hourly	$ 60.4970	$ 63.5219	$ 66.6980	$ 70.0329	$ 73.5345
P&T	6/20/2026	P68	Senior Public Works Inspector	Annual	$ 97,336.21	$ 102,203.02	$ 107,313.17	$ 112,678.83	$ 118,312.76
				Monthly	$ 8,111.35	$ 8,516.92	$ 8,942.76	$ 9,389.90	$ 9,859.40
				Bi-weekly	$ 3,743.70	$ 3,930.89	$ 4,127.43	$ 4,333.80	$ 4,550.49
				Hourly	$ 46.7963	$ 49.1361	$ 51.5929	$ 54.1725	$ 56.8811
P&T	6/20/2026	P30	Sewer/Storm Drain Supervisor	Annual	$ 115,940.68	$ 121,737.71	$ 127,824.59	$ 134,215.83	$ 140,926.61
				Monthly	$ 9,661.72	$ 10,144.81	$ 10,652.05	$ 11,184.65	$ 11,743.88
				Bi-weekly	$ 4,459.26	$ 4,682.22	$ 4,916.33	$ 5,162.15	$ 5,420.25
				Hourly	$ 55.7408	$ 58.5278	$ 61.4541	$ 64.5269	$ 67.7531
P&T	6/20/2026	P06	Support Services Manager	Annual	$ 125,256.46	$ 131,519.28	$ 138,095.25	$ 145,000.01	$ 152,250.01
				Monthly	$ 10,438.04	$ 10,959.94	$ 11,507.94	$ 12,083.33	$ 12,687.50
				Bi-weekly	$ 4,817.56	$ 5,058.43	$ 5,311.36	$ 5,576.92	$ 5,855.77
				Hourly	$ 60.2195	$ 63.2304	$ 66.3920	$ 69.7115	$ 73.1971

Bargaining Unit	Effective Date	Class Code	Classification	Type	Step 1	Step 2	Step 3	Step 4	Step 5
P&T	6/20/2026	P54	Support Services Supervisor	Annual	$ 102,324.57	$ 107,440.80	$ 112,812.84	$ 118,453.48	$ 124,376.16
				Monthly	$ 8,527.05	$ 8,953.40	$ 9,401.07	$ 9,871.12	$ 10,364.68
				Bi-weekly	$ 3,935.56	$ 4,132.34	$ 4,338.96	$ 4,555.90	$ 4,783.70
				Hourly	$ 49.1945	$ 51.6543	$ 54.2370	$ 56.9488	$ 59.7963
P&T	6/20/2026	P21	Water Supervisor	Annual	$ 118,259.49	$ 124,172.46	$ 130,381.09	$ 136,900.15	$ 143,745.16
				Monthly	$ 9,854.96	$ 10,347.71	$ 10,865.09	$ 11,408.35	$ 11,978.76
				Bi-weekly	$ 4,548.44	$ 4,775.86	$ 5,014.66	$ 5,265.39	$ 5,528.66
				Hourly	$ 56.8555	$ 59.6983	$ 62.6833	$ 65.8174	$ 69.1083

Bargaining Unit	Effective Date	Class Code	Classification	Type	Step 1	Step 2	Step 3	Step 4	Step 5
City Manager	6/20/2026	CMG	City Manager	Annual					$ 306,569.30
				Monthly					$ 25,547.44
				Bi-weekly					$ 11,791.13
				Hourly					$ 147.3891

Bargaining Unit	Effective Date	Class Code	Classification	Type	Step 1	Step 2	Step 3	Step 4	Step 5
Admin Officers	6/20/2026	D01	Chief of Police	Annual	$ 236,027.71	$ 247,829.10	$ 260,220.54	$ 273,231.59	$ 286,893.15
				Monthly	$ 19,668.98	$ 20,652.43	$ 21,685.05	$ 22,769.30	$ 23,907.76
				Bi-weekly	$ 9,077.99	$ 9,531.89	$ 10,008.48	$ 10,508.91	$ 11,034.35
				Hourly	$ 113.4749	$ 119.1486	$ 125.1060	$ 131.3614	$ 137.9294
Admin Officers	6/20/2026	D12	City Clerk/Risk Administrator	Annual	$ 163,704.58	$ 171,889.82	$ 180,484.31	$ 189,508.53	$ 198,983.94
				Monthly	$ 13,642.05	$ 14,324.15	$ 15,040.36	$ 15,792.38	$ 16,582.00
				Bi-weekly	$ 6,296.33	$ 6,611.15	$ 6,941.70	$ 7,288.79	$ 7,653.23
				Hourly	$ 78.7041	$ 82.6394	$ 86.7713	$ 91.1099	$ 95.6654
Admin Officers	6/20/2026	D04	Community Development Director	Annual	$ 208,167.26	$ 218,575.64	$ 229,504.41	$ 240,979.64	$ 253,028.62
				Monthly	$ 17,347.27	$ 18,214.64	$ 19,125.37	$ 20,081.64	$ 21,085.72
				Bi-weekly	$ 8,006.43	$ 8,406.76	$ 8,827.09	$ 9,268.45	$ 9,731.87
				Hourly	$ 100.0804	$ 105.0845	$ 110.3386	$ 115.8556	$ 121.6484
Admin Officers	6/20/2026	D10	Community Development Director/Deputy City Manager	Annual	$ 218,575.62	$ 229,504.40	$ 240,979.63	$ 253,028.61	$ 265,680.04
				Monthly	$ 18,214.64	$ 19,125.37	$ 20,081.64	$ 21,085.72	$ 22,140.00
				Bi-weekly	$ 8,406.75	$ 8,827.09	$ 9,268.45	$ 9,731.87	$ 10,218.46
				Hourly	$ 105.0844	$ 110.3386	$ 115.8556	$ 121.6484	$ 127.7308
Admin Officers	6/20/2026	D08	Community Services Director	Annual	$ 194,765.75	$ 204,504.03	$ 214,729.24	$ 225,465.71	$ 236,738.99
				Monthly	$ 16,230.48	$ 17,042.00	$ 17,894.10	$ 18,788.81	$ 19,728.25
				Bi-weekly	$ 7,490.99	$ 7,865.54	$ 8,258.82	$ 8,671.76	$ 9,105.35
				Hourly	$ 93.6374	$ 98.3193	$ 103.2353	$ 108.3970	$ 113.8169
Admin Officers	6/20/2026	D13	Community Services Director/Deputy City Manager	Annual	$ 204,504.03	$ 214,729.24	$ 225,465.70	$ 236,738.99	$ 248,575.94
				Monthly	$ 17,042.00	$ 17,894.10	$ 18,788.81	$ 19,728.25	$ 20,714.66
				Bi-weekly	$ 7,865.54	$ 8,258.82	$ 8,671.76	$ 9,105.35	$ 9,560.61
				Hourly	$ 98.3193	$ 103.2353	$ 108.3970	$ 113.8169	$ 119.5076
Admin Officers	6/20/2026	D09	Deputy City Manager	Annual	$ 191,488.44	$ 201,062.88	$ 211,116.01	$ 221,671.82	$ 232,755.41
				Monthly	$ 15,957.37	$ 16,755.24	$ 17,593.00	$ 18,472.65	$ 19,396.28
				Bi-weekly	$ 7,364.94	$ 7,733.19	$ 8,119.85	$ 8,525.84	$ 8,952.13
				Hourly	$ 92.0618	$ 96.6649	$ 101.4981	$ 106.5730	$ 111.9016
Admin Officers	6/20/2026	D03	Director of Public Works	Annual	$ 214,894.41	$ 225,639.13	$ 236,921.09	$ 248,767.15	$ 261,205.51
				Monthly	$ 17,907.87	$ 18,803.26	$ 19,743.42	$ 20,730.60	$ 21,767.13
				Bi-weekly	$ 8,265.17	$ 8,678.43	$ 9,112.35	$ 9,567.97	$ 10,046.37
				Hourly	$ 103.3146	$ 108.4804	$ 113.9044	$ 119.5996	$ 125.5796
Admin Officers	6/20/2026	D06	Finance Director	Annual	$ 208,916.62	$ 219,362.47	$ 230,330.58	$ 241,847.11	$ 253,939.46
				Monthly	$ 17,409.72	$ 18,280.21	$ 19,194.22	$ 20,153.93	$ 21,161.62
				Bi-weekly	$ 8,035.25	$ 8,437.02	$ 8,858.87	$ 9,301.81	$ 9,766.90
				Hourly	$ 100.4406	$ 105.4628	$ 110.7359	$ 116.2726	$ 122.0863
Admin Officers	6/20/2026	D02	Fire Chief	Annual	$ 230,017.47	$ 241,518.34	$ 253,594.26	$ 266,273.97	$ 279,587.67
				Monthly	$ 19,168.12	$ 20,126.53	$ 21,132.86	$ 22,189.50	$ 23,298.97
				Bi-weekly	$ 8,846.83	$ 9,289.17	$ 9,753.63	$ 10,241.31	$ 10,753.37
				Hourly	$ 110.5854	$ 116.1146	$ 121.9204	$ 128.0164	$ 134.4171
Admin Officers	6/20/2026	D07	Human Resources Director	Annual	$ 194,765.75	$ 204,504.03	$ 214,729.24	$ 225,465.71	$ 236,738.99
				Monthly	$ 16,230.48	$ 17,042.00	$ 17,894.10	$ 18,788.81	$ 19,728.25
				Bi-weekly	$ 7,490.99	$ 7,865.54	$ 8,258.82	$ 8,671.76	$ 9,105.35
				Hourly	$ 93.6374	$ 98.3193	$ 103.2353	$ 108.3970	$ 113.8169
Admin Officers	6/20/2026	D11	Information Technology Director	Annual	$ 194,764.96	$ 204,503.21	$ 214,728.37	$ 225,464.80	$ 236,738.03
				Monthly	$ 16,230.41	$ 17,041.93	$ 17,894.03	$ 18,788.73	$ 19,728.17
				Bi-weekly	$ 7,490.96	$ 7,865.51	$ 8,258.78	$ 8,671.72	$ 9,105.31
				Hourly	$ 93.6370	$ 98.3189	$ 103.2348	$ 108.3965	$ 113.8164

Bargaining Unit	Effective Date	Class Code	Classification	Type	Step 1	Step 2	Step 3	Step 4	Step 5
PT	6/20/2026	T38	Accounting Technician I *	Hourly	$ 30.8003	$ 32.3403	$ 33.9573	$ 35.6551	$ 37.4379
PT	6/20/2026	T39	Accounting Technician II *	Hourly	$ 32.3403	$ 33.9573	$ 35.6551	$ 37.4379	$ 39.3098
PT	1/1/2024	T06	Administrative Intern	Hourly	$ 18.0000	$ 18.9000	$ 19.8450	$ 20.8373	$ 21.8792
PT	1/1/2024	T28	Administrative Intern - City Manager's Office	Hourly	$ 18.0000	$ 18.9000	$ 19.8450	$ 20.8373	$ 21.8792
PT	6/20/2026	T29	Administrative Specialist *	Hourly	$ 23.9860	$ 25.1853	$ 26.4445	$ 27.7668	$ 29.1551
PT	2/3/2026	T44	Ambulance Operator*	Hourly	$ 18.5000	$ 19.4250	$ 20.3963	$ 21.4161	$ 22.4869
PT	1/1/2024	T14	Customer Service Representative	Hourly	$ 23.5000	$ 24.6750	$ 25.9088	$ 27.2042	$ 28.5644
PT	6/20/2026	T15	Dispatcher *	Hourly	$ 40.1463	$ 42.1536	$ 44.2613	$ 46.4744	$ 48.7980
PT	6/20/2026	T32	Emergency Medical Services Manager *	Hourly	$ 64.8116	$ 68.0523	$ 71.4549	$ 75.0276	$ 78.7790
PT	1/1/2024	T22	Emergency Preparedness Assistant	Hourly	$ 18.2000	$ 19.1100	$ 20.0655	$ 21.0688	$ 22.1222
PT	1/1/2024	T42	Engineering Intern	Hourly	$ 19.5000	$ 20.4750	$ 21.4988	$ 22.5737	$ 23.7024
PT	6/20/2026	T05	Engineering Technician I *	Hourly	$ 34.6096	$ 36.3401	$ 38.1571	$ 40.0650	$ 42.0683
PT	6/20/2026	T40	Engineering Technician II *	Hourly	$ 38.4590	$ 40.3819	$ 42.4010	$ 44.5211	$ 46.7471
PT	6/20/2026	T41	Engineering Technician III *	Hourly	$ 42.6905	$ 44.8250	$ 47.0663	$ 49.4196	$ 51.8906
PT	6/20/2026	T37	Firefighter/Paramedic Trainee (non-suppression)	Hourly	$ 44.0877				
PT	6/20/2026	T36	Firefighter Trainee (non-suppression)	Hourly	$ 39.6789				
PT	1/1/2024	T31	Graduate Intern	Hourly	$ 19.5000	$ 20.4750	$ 21.4988	$ 22.5737	$ 23.7024
PT	1/1/2024	T18	Human Resources Coordinator	Hourly	$ 25.0000	$ 26.2500	$ 27.5625	$ 28.9406	$ 30.3876
PT	6/20/2026	T25	Information Technology Technician *	Hourly	$ 38.7775	$ 40.7164	$ 42.7523	$ 44.8899	$ 47.1344
PT	1/1/2024	T07	Maintenance Worker I	Hourly	$ 23.7500	$ 24.9375	$ 26.1844	$ 27.4936	$ 28.8683
PT	6/20/2026	T33	Management Aide *	Hourly	$ 40.9728	$ 43.0214	$ 45.1725	$ 47.4311	$ 49.8026
PT	1/1/2024	T23	Management Intern	Hourly	$ 19.5000	$ 20.4750	$ 21.4988	$ 22.5737	$ 23.7024
PT	1/1/2024	T17	Office Specialist I	Hourly	$ 18.5000	$ 19.4250	$ 20.3963	$ 21.4161	$ 22.4869
PT	1/1/2024	T13	Office Specialist II	Hourly	$ 23.5000	$ 24.6750	$ 25.9088	$ 27.2042	$ 28.5644
PT	1/1/2024	T43	Planning Intern	Hourly	$ 19.5000	$ 20.4750	$ 21.4988	$ 22.5737	$ 23.7024
PT	1/1/2024	T20	Police Cadet	Hourly	$ 18.5000	$ 19.4250	$ 20.3963	$ 21.4161	$ 22.4869
PT	6/20/2026	T01	Police Recruit	Hourly	$ 43.1685				
PT	1/1/2024	T30	Police Services Officer	Hourly	$ 25.0000	$ 26.2500	$ 27.5625	$ 28.9406	$ 30.3876
PT	1/1/2024	T34	Public Information Officer	Hourly	$ 52.0000				
PT	6/20/2026	T26	Recreation Coordinator *	Hourly	$ 34.4618	$ 36.1849	$ 37.9941	$ 39.8938	$ 41.8885

Bargaining Unit	Effective Date	Class Code	Classification	Type	Step 1	Step 2	Step 3	Step 4	Step 5
PT	1/1/2024	T03	Recreation Leader	Hourly	$ 18.5000	$ 19.4250	$ 20.3963	$ 21.4161	$ 22.4869
PT	1/1/2024	T04	Recreation Specialist	Hourly	$ 23.5000	$ 24.6750	$ 25.9088	$ 27.2042	$ 28.5644
Bargaining Unit	**Effective Date**	**Class Code**	**Classification**	**Type**	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**
Non Represented	2/3/2026	A01	Ambulance Operator	Annual	$ 38,480.00	$ 40,404.00	$ 42,424.30	$ 44,545.49	$ 46,772.75
Limited-Service				Monthly	$ 3,206.67	$ 3,367.00	$ 3,535.36	$ 3,712.12	$ 3,897.73
				Bi-weekly	$ 1,480.00	$ 1,554.00	$ 1,631.70	$ 1,713.29	$ 1,798.95
				Hourly	$ 18.5000	$ 19.4250	$ 20.3963	$ 21.4161	$ 22.4869

Notes:
*Classifications are considered full-time equivelents- they receive same increases as FTE
PT Firefighter Trainee is 10% below Step 1 FF (40 hr rate)
PT Paramedic Trainee is equivelent to Step 1 FF (40 hr rate)
Police Recruit is 10% below Step 1 Police Officer
FT FF/PM is 14.5% above FF
FT Fire Engineer is 1% above FF/PM
Suppression Division Chief is 9% above a Suppression Battalion Chief
7/1/2023 Part-time added Steps 4 and 5 to classifications indicated

CITY OF FOUNTAIN VALLEY
CITY COUNCIL
COUNCIL ACTION REQUEST

To: Honorable Mayor and Members of the City Council

Agenda Date: June 16, 2026

SUBJECT: Amendment #4 to Extend Contract #22-11 from July 1, 2026, through July 1, 2027, with City Net for Homeless Outreach Services in the Amount of $366,874

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

In 2022, Staff identified City Net as a sole-source vendor that was uniquely qualified to provide street outreach and engagement for the homeless population in the City of Fountain Valley. The agreement has since been extended through successive one-year extensions approved by the City Council and is currently set to expire on June 30, 2026. Staff recommends extending the City Net contract for an additional one-year term to continue providing essential social services to our homeless population.

DISCUSSION

The City's partnership with City Net began March 1, 2022, and has been very successful with 199 successful street exits through May of 2026. Specifically, 158 of these exits have been to shelters, 25 have been to institutions (recuperative care, hospitals, detox centers), and 16 permanent exits (housed or relocated with family/friends). Furthermore, hundreds of other homeless individuals have utilized City Net's outreach services, including, but not limited to, temporary shelter, medical services, mental health services, financial services and employment services.

City Net, in conjunction with the Police Department's Special Operations Bureau (S.O.B.) and several other City departments, has been vital in minimizing encampments within the community, increasing the quality of life for the residents and unhoused individuals. City Net has collaborated with S.O.B. by being responsive to their needs, often responding to the

unhoused population prior to law enforcement contact. City Net provides their own transportation, allowing them to transport people directly to shelters, hospitals, retrieve paperwork necessary for housing, and a multitude of other resources. This ability allows them to provide service quickly and efficiently.

The Central Cities Navigation Center (CCNC) opened in June 2024. City Net has supported the City and Police Department in utilizing the City's dedicated beds at this facility. To date, City Net has successfully placed 76 unhoused individuals, with 40 of those placements occurring since June 2025. The ongoing collaboration between City Net, CCNC, and the Police Department has been superior.

The Point in Time Count (PIT) is a bi-annual survey that counts the number of people experiencing homelessness in the County of Orange. It covers the entire geographic area of the County, including all 34 cities and unincorporated areas. In 2024, the PIT count identified 114 unsheltered individuals in the City. The results from the 2026 count show a significant decrease, with the total number of unsheltered individuals now at 44. This is a decrease of approximately 62 percent. In comparing 2024 and 2026 for Orange County, there was a 27 percent decrease in the unsheltered population, along with a slight 3 percent increase in the sheltered population. The measurable decline in the number of unsheltered individuals in the City demonstrates the impact of the strong working relationship between City Net and the Police Department. Staff believes maintaining this downward trend will require continued collaboration, proactive outreach efforts, and a strong partnership between City Net and the Police Department.

Homelessness is a complex problem that requires a multifaceted approach, and City Net has been a vital partner in efforts to address this issue. While the Police Department and other City departments play a role in addressing homelessness, it is clear they cannot solve this problem alone. City Net's work aligns with the City's Strategic Goal to cultivate a welcoming culture and safe environment that makes our community "A Nice Place to Live," and City Net's continued involvement is essential.

FISCAL REVIEW

The cost of the 12-month City Net services contract (July 1, 2026 - July 1, 2027) is $366,874, and is already included in the adopted FY 2026-27 Police Department budget within the General Fund (100.70.70700.53006). There are no additional anticipated costs associated with the City Net contract.

The FY 2025-26 contract cost totaled $376,999.66. The proposed FY 2026-27 contract reflects $10,125.66 in cost savings compared to the current fiscal year.

The Police Department has received the full $835,713 in grant funding through the California Housing and Community Development Department PLHA Program (Funding Years 2019 through 2023) to offset the costs of past, current, and extended City Net contracts.

PUBLIC NOTIFICATION

Public notification was made through the regular agenda process.

ENVIRONMENTAL IMPACT REVIEW
Not applicable.

ATTORNEY REVIEW
This action has been approved by the Attorney for the City.

ALTERNATIVES

Alternative No. 1: Approve Amendment #4 to extend Contract #22-11 from July 1, 2026 through July 1, 2027, with City Net for homeless outreach services in the amount of $366,874.

Alternative No. 2: Do not approve Amendment #4 to extend Contract #22-11 from July 1, 2026 through July 1, 2027, with City Net for homeless outreach services in the amount of $366,874.

RECOMMENDATION
Staff is requesting the City Council approve Alternative No. 1: Approve Amendment #4 to extend Contract #22-11 from July 1, 2026, through July 1, 2027, with City Net for homeless outreach services in the amount of $ 366,874.

Prepared by:	Robert Cortes, Police Lieutenant
Reviewed by:	Craig Heredia, Chief of Police
Attorney Review by:	Colin Burns, Attorney for the City
Fiscal review by:	Ryan Smith, Finance Director
Approved by:	Maggie Le, City Manager

Attachments:
A. FY 26/27 Cost
B. Original Contract 2022/2023
C. 2027 FV scope of work

AMENDMENT #4
AGREEMENT FOR SERVICES – FOUNTAIN VALLEY
STREET OUTREACH AND ENGAGEMENT
(CON 22-11) #1153

THIS FOURTH AMENDMENT is made and entered this 16th day of June 2026, by and between the City of Fountain Valley (hereinafter "CITY") a municipal corporation, and Kingdom Causes, Inc. Dba City Net (hereinafter "CONSULTANT").

Recitals

WHEREAS, CITY and CONSULTANT have previously entered into an Agreement for Contract Services dated March 1, 2022;

WHEREAS CITY and CONSULTANT entered into Amendment No.1 on June 6, 2023, to extend the term of the Agreement until June 30, 2024, and increase the Agreement amount by $321 036.28.

WHEREAS, CITY and CONSULTANT entered into Amendment No. 2 on June 16, 2024, to extend the term of the Agreement until June 30, 2025, and increase the Agreement amount by $376,999.66.

WHEREAS, CITY and CONSULTANT entered into Amendment No. 3 on June 30, 2025, to extend the term of the Agreement until June 30, 2026, and increase the Agreement amount by $376,999.66.

WHEREAS, the parties do now desire to extend the agreement for an additional year commencing July 1, 2026, and ending June 30, 2027, and to reduce the annual compensation for this renewal term by $10,125.66, from $376,999.66 to $366,874.00.

WHEREAS, all other terms and conditions of the Agreement shall remain in effect.

NOW, THEREFORE, the parties hereto agree as follows:

1. That the AGREEMENT is extended until June 30, 2027 after which it shall expire unless extended pursuant to an agreement between the parties.

2. Except as amended, all other terms and conditions of the AGREEMENT shall remain in effect

3. CITY shall pay CONSULTANT in accordance with Attachment “A”.

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In witness whereof, the parties hereto have entered into this FOURTH AMENDMENT the date and year first above written.

ATTEST:

Rick Miller, City Clerk

CITY OF FOUNTAIN VALLEY

Jim Cunneen, Mayor

APPROVED AS TO FORM:

Theresa Brennan, Attorney for the City

CONSULTANT:

City Net

City Net

Fountain Valley Street Outreach and Engagement, annual budget
2 full-time case managers plus support staff, with client services

Labor						
Title/Role	**Description**	**Full Comp**	**Hrs/ week**	**Wks**	**FTE**	**TOTAL**
Regional Program Director	Project compliance with management, operations and public safety standards	$61.92	2	52	0.05	$6,439.68
Program Supervisor	Direct program activities, staff management/ supervision and project coordination	$45.07	10	52	0.25	$23,436.40
Case Manager	Street outreach, case mgt, housing navigation	$36.00	40	52	1.00	$74,880.00
Case Manager	Street outreach, case mgt, housing navigation	$38.50	40	52	1.10	$88,088.00
Data Analyst	HMIS data entry, reporting, data compliance	$35.50	6	52	0.15	$11,076.00
Executive leadership	Quality control, problem solving	$98.00	2	52	0.05	$10,192.00
Community Engagement	Align activities with community stakeholders and generate resources for client needs	$47.50	2	52	0.05	$4,940.00
Finance	Project payroll, processing client assistance, project financial controls and reporting	$53.91	2	52	0.05	$5,606.64
Human resources	Staff recruiting, hiring, training, disputes	$42.00	2	52	0.05	$4,368.00
Operations	Inventory, purchasing, technical support	$41.42	2	52	0.05	$4,307.68
				Labor Subtotal:	**2.80**	**$233,334.00**

Operations, Program and Client Expenses		
Item	**Description**	**TOTAL**
Client Services	Client/staff transport (1 vehicles): vehicle hire fee, gas, insurance, maintenance	$24,000.00
Client Services	Fees, rental assistance and move-in costs for: rapid rehousing, sober living homes, room and board, rooms for rent, relocations, etc. Also fees for documentation, local transportation, work expenses, etc.	$50,000.00
Rent	Office space and office equipment/furniture rental	$9,072.00
Computing and Telecommunications	Computing (computer, IPad, phone), telecommunications (phones & cell service), printer/copier w/supplies, hardware & software, wifi, etc.	$5,880.00
Materials and Supplies	Program supplies, including: Uniforms, copies, forms, office supplies, etc.	$2,520.00
Materials and Supplies	IT support and client management software licenses	$3,360.00
Materials and Supplies	Financial audit	$1,176.00
Materials and Supplies	Liability & Workers' Comp Insurance	$4,180.00
	Operations, Program and Client Expenses Subtotal:	**$100,188.00**

Administration		
Category	**Description**	**TOTAL**
De minimis rate for non-federal entity	Per 2 CFR 200.414-11, de minimis rate established for non-Federal entities who do not have negotiated Indirect Cost Rate. This fee is charged at a rate of 10% to offset expenses incurred by the organization but not billable as direct project expenses.	$33,352.00
	Administration subtotal:	**$33,352.00**
Project TOTAL		**$366,874.00**

Notes:
Our annual fee of $366,874 is established using best estimates as reflected in the detailed budget above. This is a fee for service agreement and invoices for 1/12th ($30,572.83) of the Project Total will be sent monthly.

AGREEMENT FOR CONSULTANT SERVICES

CON – 22- 11

Fountain Valley Street Outreach and Engagement

This AGREEMENT is made and effective as of the EFFECTIVE DATE, by and between the City of Fountain Valley, a municipal corporation ("CITY") and City Net, a 501(c)(3) non-profit corporation ("CONSULTANT"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This AGREEMENT shall commence on March 1, 2022 ("EFFECTIVE DATE") and remain and continue in effect until all tasks described herein are completed but in no event later than June 30, 2023 , unless sooner terminated or extended pursuant to the provisions of this AGREEMENT.

2. SERVICES

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

3. NOTICE TO PROCEED

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

4. PERFORMANCE

CONSULTANT shall at all times 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 Police Chief or 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 Three Hundred Ninety Five Thousand Five Hundred Seventy Two Dollars ($ 395,572.00) ("TOTAL CONTRACT SUM") for the total term of this AGREEMENT unless additional payment is approved as provided in this AGREEMENT.

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

7. PUBLIC WORK

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

(a) Prevailing Wage Rates. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages can be found at http://www.dir.ca.gov/OPRL/PWD/index.htm 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 him/her/it 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, he/she/it shall, as a penalty to CITY, forfeit One Hundred Dollars ($100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. CITY may deduct this penalty from any monies due or that may become due CONSULTANT under this AGREEMENT.

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

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

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

8. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

(a) CITY may at any time, for any reason, with or without cause, suspend or terminate this AGREEMENT, or any portion hereof, by serving upon CONSULTANT, at least thirty (30) days prior, written notice. Upon receipt 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 terminated pursuant to this section, CITY shall pay to CONSULTANT the actual value of the work performed up to the time of termination, provided that 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. In the event that 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. 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 complete and accurate records with respect to the plans, specifications, estimates, drawings, design calculations, letters, reports, testing results, and other such information including as-built records as required by CITY that relate to the performance of services under this AGREEMENT. CONSULTANT shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. CONSULTANT shall provide free access to the representatives of CITY or its designees at reasonable times to such books and records; shall give CITY the right to examine and audit said books and records; shall permit CITY to make copies and transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings,

and activities related to this AGREEMENT. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

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

11. INDEMNIFICATION

(a) Indemnification for Professional Liability. When the law establishes a professional standard of care for CONSULTANT's services, to the fullest extent permitted by law, CONSULTANT shall indemnify, protect, defend, and hold harmless CITY and any and all of its officials, employees, and agents ("INDEMNIFIED PARTIES") from and against any and all losses, liabilities, damages, costs, and expenses, including attorney's fees and costs to the extent the same are caused in whole or in part by any negligent or wrongful act, error, or omission of CONSULTANT, its officers, agents, employees, or subconsultants (or any entity or individual that CONSULTANT shall bear the legal liability thereof) in the performance of professional services under this AGREEMENT. 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. With respect to the duty to defend, if CONSULTANT is a design professional as defined in Civil Code Section 2782.8, in no event shall the cost to defend charged to the CONSULTANT exceed the CONSULTANT's proportionate percentage of fault. However, notwithstanding the previous sentence, in the event one or more defendants in a suit is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the CONSULTANT shall meet and confer with other parties regarding unpaid defense costs.

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

(c) General Indemnification Provisions. CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subconsultant or any other person or entity

involved by, for, with or on behalf of CONSULTANT in the performance of this AGREEMENT. In the event CONSULTANT fails to obtain such indemnity obligations from others as required here, CONSULTANT agrees to be fully responsible according to the terms of this section. Failure of CITY to monitor compliance with these requirements imposes no additional obligations on CITY and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend CITY as set forth here is binding on the successors, assigns, or heirs of CONSULTANT and shall survive the termination of this AGREEMENT or this section. Nothing in this indemnity shall be construed as authorizing any award of attorney's fees in any action on or to enforce the terms of this Indemnity or AGREEMENT. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable.

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

12. INSURANCE

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

13. WARRANTY FOR GOODS

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

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

(2) The GOODS will fully comply with any specifications provided by CITY and any samples or documentation provided by CONSULTANT;

(3) The GOODS will be free of any security interests, liens, or encumbrances and CONSULTANT has title to the GOODS;

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

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

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

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

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

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

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

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

14. INDEPENDENT CONTRACTOR

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

(b) No employee benefits shall be available to CONSULTANT in connection with the performance of this AGREEMENT. Except for the fees paid to CONSULTANT as provided in this AGREEMENT, CITY shall not pay salaries, wages, or other compensation to CONSULTANT for performing services hereunder for CITY. CITY shall not be liable for compensation or indemnification to CONSULTANT for injury or sickness arising out of performing services hereunder. In

addition to the indemnification provisions of Section 11, CONSULTANT shall indemnify, defend, and hold CITY harmless from claims or liability arising from CONSULTANT's employees for CITY benefits including, but not limited to, pension, health benefits, holiday, vacations, etc.

15. LEGAL RESPONSIBILITIES

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

16. POLITICAL REFORM ACT

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

17. UNDUE INFLUENCE

CONSULTANT declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of CITY 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 his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with this AGREEMENT.

19. RELEASE OF INFORMATION / CONFLICTS OF INTEREST

(a) All information gained by CONSULTANT in performance of this AGREEMENT shall be considered confidential and shall not be released by CONSULTANT without CITY's prior written authorization. CONSULTANT, its officers, employees, agents, or subconsultants, shall not without written authorization from the City Manager or unless requested by the Attorney for the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information

concerning the work performed under this AGREEMENT or relating to any project or property located within the CITY. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.

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

20. SECURITY OF INFORMATION

CONSULTANT shall identify reasonably foreseeable internal and external risks to the privacy and security of personal information acquired during performance of this AGREEMENT that could result in the unauthorized disclosure, misuse, alteration, destruction, or other compromise of the information. CONSULTANT shall regularly assess the sufficiency of any safeguards and information security awareness training in place to control reasonably foreseeable internal and external risks, and evaluate and adjust those safeguards 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, California 92708
Attention: City Clerk

CONSULTANT
City Net
2121 West Cresent Avenue Suite A
Anaheim, California 92801

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.

☐ [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 his/her 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 he or she leave CONSULTANT's employ, CITY shall have the option to immediately terminate this AGREEMENT, within three (3) days of the close of said notice period. Upon termination of this AGREEMENT, CONSULTANT's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between CITY and CONSULTANT.

23. 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 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.

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

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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

Mayor

ATTEST:

City Clerk

Approved as to Form:

HARPER & BURNS LLP

Attorneys for the City

Approved as to Content:

Chief of Police

CONSULTANT 2-22-2022

Signature

Brad Fieldhouse

Typed Name

Executive Director

Title

See Attached

Corporate seal (or attach Notary acknowledgment)

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA

COUNTY OF *Orange*

On *February 22, 2022* before me, *Elvira Lopez* ----------, Notary Public, personally appeared *Bradley J. Fieldhouse* ----------, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

ELVIRA LOPEZ
Notary Public - California
Orange County
Commission # 2237680
My Comm. Expires May 7, 2022

Signature *Elvira Lopez*

(seal)

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: *Agreement for Consultant Services - Fountain Valley Street Outreach*

Document Date: *2/22/22* Number of Pages: *One*

Signer(s) Other Than Named Above: *None other*

Capacity(ies) Claimed by Signer(s)

Signer's Name: *Bradley J. Fieldhouse*	Signer's Name:
☐ Corporate Officer – Title(s):	☐ Corporate Officer – Title(s):
☐ Limited Partner ☐ General Partner	☐ Limited Partner ☐ General Partner
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian of Conservator	☐ Trustee ☐ Guardian of Conservator
☑ Other: *Executive Director*	☐ Other:
Signer is Representing:	Signer is Representing:

Exhibit "A"
Scope of Services
And Payment Terms

City Net

Fountain Valley Street Outreach and Engagement Proposal
March 1, 2022, through June 30, 2023

Project Overview

City Net proposes to provide homeless housing navigation services to homeless neighbors in partnership with the city of Fountain Valley, to connect homeless neighbors to shelter and housing.

Qualifications and Experience

As one of the largest and most effective providers of street outreach and engagement services in southern California, City Net is uniquely positioned to partner with Fountain Valley to achieve housing solutions for homeless neighbors in the city.

City Net is one of the largest street outreach nonprofit organizations in Southern California, with most of our $20 million annual budget, and 148 of our 174 full-time employees (85%) dedicated to direct client engagement on the streets or in homeless shelters. Southern California has many excellent homeless service providers—many of them larger than City Net—but few can match City Net's focus on direct client services in the field. It is our main service, so we have developed unparalleled expertise.

This team of 174 also gives us a unique depth of field, allowing us to deploy staff on new projects with speed and effectiveness that others cannot replicate. We have a proven ability to recruit, train, and deploy professional street outreach staff to achieve successful outcomes in the most difficult circumstances, including during the current COVID-19 global pandemic, across the counties of Los Angeles, Orange, Riverside, San Diego, and Santa Barbara.

City Net also has a unique skill set in providing street outreach to challenging unsheltered encampments. We have successfully partnered with city and county agencies on some of the largest and most visible homeless encampments in the history of southern California, including the Santa Ana River Trail in Orange County, the Civic Center/Plaza of the Flags in Santa Ana, La Palma Park/Maxwell Park in Anaheim, State Street in Santa Barbara, the Riverbed and Massachusetts Avenue in Riverside County, and the Beach Boulevard corridor through La Habra, Buena Park, Anaheim, Stanton, Garden Grove, and Westminster. City Net worked jointly on these projects with county agencies within the local Continuums of Care ("CoCs") and will leverage these strong relationships in service provision to homeless neighbors in Fountain Valley.

City Net's capacity and experience have translated into more than 12,700 unduplicated individuals engaged in the streets and in homeless encampments of all types—in parks, on the streets, in abandoned buildings, on riverbeds and flood control channels, at the beach, under freeway overpasses, on railroad tracks, and in rural encampments far from services and the public eye.

Of these 12,700 individuals, City Net has connected more than 7,600 unduplicated individuals from the streets and into shelters and housing. Because we generally lack direct access to beds we control, most exits require a collaborative approach with CoC agencies, along with creativity to achieve results through relocations, bridge housing, transitional housing, etc., with agencies who are not traditionally funded through the CoC.

Currently, through the Anaheim Community Care Response Teams (CCRT), City Net is in the second year of a three-year, $8.5 million project to deploy multi-disciplinary homeless services teams in response to police and community calls for homeless interventions. City Net deploys 27.5 FTE to provide live dispatch and response, seven days a week, 7:00am to 9:00pm in the city. In the first year of the project (calendar year 2021) City Net surpassed all contracted goals, including logging 5,547 outreach contacts and 1,370 street exits by diverting more than 15,000 calls that otherwise would have been routed to the Anaheim Police Department and other city departments for response. This project has also been replicated in Santa Ana, who contracted with City Net in November 2021 for 25.9 FTE to achieve similar results in that city.

Description of Services

Street Outreach

Street outreach is service delivery for the specific purpose of reaching out to unsheltered homeless neighbors; connecting them with emergency shelter, housing, or critical services; and providing urgent, non-facility-based care. These activities are intended to help homeless neighbors to begin the process of obtaining appropriate supportive services, including assistance in obtaining permanent housing, medical health treatment, mental health treatment, counseling, supervision, and other services essential for achieving independent living. City Net's street outreach services include engagement services, emergency health/mental health, transportation and services for special populations.

Engagement Services

Engagement Services are activities to locate, identify, and build relationships with unsheltered homeless people to offer immediate support, intervention, and connections with homeless assistance programs and/or mainstream social services and other housing programs. Specific activities may include:

- Conducting an initial assessment of client needs and eligibility
- Providing informal crisis counseling
- Addressing urgent physical needs, such as providing meals, blankets, clothes, or toiletries
- Actively connecting and providing information and referrals to needed services
- Making formal referrals into the Orange County CoC shelter system.

Housing Navigation
City Net will partner with local agencies to deploy housing navigators who will acquire documentation and complete forms required for housing. Housing navigation also involves housing search which includes attending property owner meetings, setting appointments, and assisting with paperwork related to housing applications. City Net will provide housing search and placement services for eligible clients. Services include coordinating moving arrangements for the client and setting up utilities, as well as mediation with property owners on behalf of the client.

Case Management
Case management activities assess housing and service needs and arrange, coordinate and/or monitor the delivery of individualized services. Specific activities include:

- Assessment and intake using HMIS
- Conducting initial evaluations including verifying and documenting eligibility
- Developing/securing/coordinating services
- Helping obtain Federal, State, and local benefits
- Monitoring and evaluating program participant progress in particular programs
- Providing information and referrals to other providers
- Developing an individualized housing stabilization plan

Transportation
Through use of privately leased vans and/or transportation services, City Net will engage in:

- Transporting unsheltered people to emergency shelters, emergency health, emergency mental health, or other service facilities
- Provision of public transportation for participants
- Transportation costs (bus tickets, gas, minor car repairs, etc.) to assist homeless neighbors to relocate out of the region, provided they have permanent housing there
- Assisting program participants to use public transportation

Emergency Health/Mental Health
City Net will refer homeless neighbors to emergency health and/or emergency mental health services to the extent that other customary emergency health services and treatments are unavailable or inaccessible to the homeless neighbor. A referral example is outpatient treatment of urgent medical conditions by licensed medical professionals in community-based settings (e.g. streets, parks, and campgrounds) to those eligible participants unwilling or unable to access emergency shelter or an appropriate healthcare facility.

Services for Special Populations

Services for special populations are essential services that have been tailored to address the special needs of homeless youths, victims of domestic violence, dating violence, sexual assault, or stalking, including connections to services offered by rape crisis centers, domestic violence shelters, and other organizations that serve persons who meet the HUD homeless definition and have special needs.

Food and Emergency Services
Food and other emergency services will be given to clients primarily as they first move in to housing and for emergency circumstances. During the duration of their tenancy, clients will be connected food banks and service agencies in the community as their primary resource for emergency needs. City Net provides training to all City Net outreach and engagement staff on Housing First, Trauma-Informed Care, and Motivational Interviewing as part of our normal staff training and oversight. These are also included in our policies and procedures, the relevant sections of which are listed below.

Housing First
All City Net programs are informed by and consistent with Housing First principals. Housing First is an approach to serving people experiencing homelessness that recognizes a homeless person must first be able to access a decent, safe place to live, that does not limit length of stay (permanent housing), before stabilizing, improving health, reducing harmful behaviors, or increasing income. Under the Housing First approach, anyone experiencing homelessness is connected to a permanent home as quickly as possible, and programs remove barriers to accessing the housing, like requirements for sobriety or absence of criminal history. It is based on the "hierarchy of need:" people must access basic necessities—like a safe place to live and food to eat—before being able to achieve quality of life or pursue personal goals. Finally, Housing First values choice not only in where to live, but whether to participate in services.[1]

Trauma-Informed Care[2]
City Net assumes that individuals and families who are homeless have been exposed to trauma. Research has shown that individuals who are homeless are likely to have experienced some form of previous trauma; homelessness itself can be viewed as a traumatic experience; and being homeless increases the risk of further victimization and retraumatization.

Therefore, our programs, policies and procedures are designed not only respond to the immediate crisis of homelessness, but to also contribute to the longer-term healing of homeless individuals. Trauma-

[1] Adapted from http://www.hcd.ca.gov/policy-research/docs/HousingFirstFactSheet.pdf
[2] Adapted from http://www.traumacenter.org/products/pdf_files/shelter_from_storm.pdf and http://www.nhchc.org/wp-content/uploads/2011/09/DecHealingHandsWeb.pdf

Informed Care (TIC) offers a framework for providing services to traumatized individuals within a variety of service settings, including homelessness service settings.

Since trauma also influences how people approach and respond to services, City Net strives to recognize trauma symptoms, acknowledge the role that trauma has played in clients' lives, and better understand and address the needs of those with trauma histories. The goal of this approach is to avoid retraumatization and exacerbation of trauma symptoms.

This change in understanding can be illustrated by the difference between the questions "What's wrong with you?" vs. "What has happened to you?" While the terms violence, trauma, abuse, and post-traumatic stress disorder (PTSD) are frequently used interchangeably, it is useful to think of trauma as a response to violence or other overpowering negative experience such as abuse. Trauma refers to both the event and the particular response to an event. PTSD is one type of disorder resulting from trauma. Becoming "traumatized" varies greatly among individuals, and not everyone exposed to a potential traumatic event will be traumatized. Trauma begins with an event or experience that overwhelms normal coping mechanisms. There are physical and psychological reactions—which are normal—in response. Retraumatization refers to the psychological and/or physiological experience of being "triggered," i.e., when an environmental cue related to the trauma—such as a smell or a sound—triggers a full fight-or-flight response. Although environmental triggers cannot be eliminated, City Net seeks to create an environment—both a physical environment, and a framework of compassionate understanding in which the trauma survivor feels safe.

Motivational Interviewing[3]

City Net employs Motivational Interviewing (MI) techniques in its programs. MI is a counseling method that helps people resolve ambivalent feelings and insecurities to find the internal motivation they need to change their behavior. It is a practical, empathetic, and short-term process that takes into consideration how difficult it is to make life changes.

The core components of MI are to:

- Express and show empathy towards clients
- Support and articulate discrepancies between clients' goals and choices that take them away from goals
- Deal with resistance without confrontation
- Support self-efficacy
- Support client autonomy

[3] Adapted from https://work.chron.com/5-principles-motivational-interviewing-1836.html

Data Collection Policy

The information City Net collects about individuals and families who access our services is confidentially stored in a local electronic database called the Homeless Management Information System (HMIS). HMIS securely records information (data) about people accessing housing and homeless services, which may include, but is not limited to, names and contact information, birthdates, demographic information, self-reported medical information, Veteran status, disability status, etc. Under the HMIS Data-Sharing Agreement, the individual client data of those who consent to have their information stored in HMIS is only viewable by qualified staff at each participating agency. In order to participate in HMIS, leaders at each agency must sign an Agency Agreement that includes a commitment to protecting client data and maintaining confidentiality, and agency staff must pass multiple trainings that each go over the importance of client privacy.

City Net is accountable to our HMIS Data-Sharing partners, to the local County, to our local Continuum of Care, and to the Department of Housing and Urban Development (HUD) to maintain the privacy and security of the confidential personal information we collect about our clients and their families. Aside from these legal and funding-related obligations, we also believe we have an ethical responsibility to our clients to not share their personal data in ways to which they've not agreed. To ensure City Net's commitment to excellent data collection, privacy and security, analysis and reporting practices, City Net does not authorize external agencies to complete these functions on our behalf except in very limited circumstances and only with prior written approval and with City Net's full participation in all data reporting and analysis. This is so that City Net can responsibly provide context and analysis for the data City Net collects within collaborative efforts to coordinate the most effective services for our homeless neighbors, better understand homelessness in our community, assess the types of resources needed in our local area, and participate in generating aggregate statistical reports to HUD, which help to improve policy and bring adequate funding of services for the most vulnerable populations in our community, and so City Net can assure its ethical and legal responsibilities to homeless neighbors to not share their data in ways to which they have not agreed.

City Net

Fountain Valley Street Outreach and Engagement Proposal
March 1, 2022, through June 30, 2023

Cost Proposal

Labor						
Title/Role	**Description**	**Fully Loaded Comp.**	**Hrs/ week**	**Wks**	**FTE**	**TOTAL**
Program Supervisor	Direct all street outreach and engagement and case management activities (described below), staff management/supervision and project coordination.	$36.76	8	69.43	0.20	$20,418
Case Manager	Street Outreach and Engagement, case management	$27.72	40	69.43	2.00	$153,968
Licensed Clinical Social Worker	LCSW to provide disability verifications for Coordinated Entry System eligibility.	$28.00	4	69.43	0.10	$7,776
Data Analyst	Data collection, completing data entry, monitoring and reviewing data quality, completing data analysis. Reporting to HMIS, implementing HMIS requirements.	$28.00	4	69.43	0.10	$7,776
Executive leadership	Direct project oversight, quality control, COVID safety guidance/response, problem solving	$77.25	2	69.43	0.05	$10,727
Community Engagement	Communications to stakeholders for alignment of community activities and resource development for client needs	$23.98	2	69.43	0.05	$3,329.86
Finance and billing	Payroll, billing	$28.53	2	69.43	0.05	$3,962
Human resources	Staff recruiting, hiring, training, disputes	$28.99	2	69.43	0.05	$4,026
Operations	Inventory control, technical support	$26.00	2	69.43	0.05	$3,610
			Labor Subtotal:		**2.65**	**$215,593**

Operations and Program Expenses		
Item	**Description**	**TOTAL**
Client Services	Client transport (1 vehicle): Leasing vehicle for use in conducting outreach activities, including the cost of gas, insurance, taxes, and maintenance for the vehicle.	$32,000
Client Services	Fees, bridge housing, rental assistance and move-in costs for: rapid rehousing, sober living homes, room and board, rooms for rent, relocations, etc. Also fees for documentation, local transportation, work expenses, etc.	$75,000
Rent	Office space and office equipment/furniture rental, charges for electricity, gas, water, phone service and high-speed data transmission necessary to operate or contribute data to HMIS.	$10,176
Equipment	Computers, computer hardware, computer software, computer software licenses and equipment including telephones, faxes and furniture.	$7,992
Materials and Supplies	Personal Protective Equipment (PPE) for staff and clients (masks, gloves, face shields, proximity suits, trash bags, etc.) with replacements	$5,600
Materials and Supplies	Uniforms, copies, forms, office supplies, equipment, etc.	$3,074
Materials and Supplies	IT support, client management software licenses, data security and storage	$6,466
Materials and Supplies	Financial audit	$2,120
Materials and Supplies	Liability Insurance	$1,590
	Operations and Program Expenses Subtotal:	**$144,018**
Administration		
Category	**Description**	**TOTAL**
Indirect Costs	At 10%: includes general expenses incurred by City Net but not directly borne by the project (utilities, taxes, insurance, legal, staff development, contingencies, etc.)	$35,961
	Administration subtotal:	**$35,961**
	Project TOTAL	**$395,572**

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, CONSULANT 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 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 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.

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

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

☐ [Check if Applicable] **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 $ 1,000,000.00 dollars 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 no less than three years after completion of the services required by this AGREEMENT.

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

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

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

Duration of coverage. CONSULTANT shall procure and maintain for the duration of the AGREEMENT insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of this

AGREEMENT by CONSULTANT, his/her/its agents, representatives, employees, or subconsultants. If this AGREEMENT involves construction, CONSULTANT must maintain general liability and umbrella or excess liability insurance for as long as there is a statutory exposure to completed operations claims. CITY and its officers, officials, employees, and agents shall continue as additional insureds under such policies.

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

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

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

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

Specifications not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

Notice of cancellation. CONSULTANT agrees to oblige its insurance agent or broker and insurers to provide to CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that CITY and its officers, officials, employees, and agents shall be additional insureds under such policies. This provision shall also apply to any excess liability

policies. Coverage available to the additional insured shall be primary and non-contributory.

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

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

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

Additional insurance. CONSULTANT shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

Scope of Work
City of Fountain Valley
FY 2027

Project Overview

City Net will provide a full-time team of two case managers who will provide outreach and housing navigation services to anyone experiencing homelessness in the city of Fountain Valley.

Description of Services

Street Outreach

Outreach and engagement efforts are the first intentional step City Net case managers take towards finding, connecting with and supporting people experiencing homelessness. During outreach, case managers locate common hot spots (i.e. encampments, streets, and parks) and visit frequently to build trust and rapport with clients. Case managers bring necessities like snack packs, water, and hygiene kits, as well as information regarding potential referrals to available services in the area. During outreach, there is no pressure to engage with services and conversations center around getting to know the person in a non-judgmental environment. Case managers are trained to zero in on details that provide insight to the clients' motivations for future engagement.

Engagement

Once enough trust and rapport are built, engagement can begin. Case managers use the details they have learned about the client to begin motivational interviewing and harm reduction approaches to behavior change. The goal of engagement is to support clients in their decision to voluntarily participate in services and move towards stable housing. At this point, clients are not official "City Net clients" but are in the preparatory stages of accepting help and completing the enrollment process.

Specific activities may include:

- Conducting an initial assessment of client needs and eligibility
- Providing informal crisis counseling
- Addressing urgent physical needs, such as providing meals, blankets, clothes, or toiletries
- Actively connecting and providing information and referrals to needed services
- Making formal referrals into the city and/or CoC shelter and housing system

Case Management

Case management activities assess housing and service needs and arrange, coordinate and/or monitor the delivery of individualized services. Specific activities include:

- Assessment and intake using HMIS
- Individual service and support plan
- Coaching and crisis intervention
- Conducting initial evaluations including verifying and documenting eligibility
- Developing/securing/coordinating services
- Helping obtain Federal, State, and local benefits
- Monitoring and evaluating program participant progress in particular programs
- Providing information and referrals to other providers
- Developing an individualized housing stabilization plan
- Coordination with medical, dental, mental health providers.

Housing Navigation

City Net will partner with local agencies and will provide housing navigation services and will acquire the documentation and assist with forms required for housing. Housing navigation also involves housing search which includes attending property owner meetings, setting appointments, and assisting with paperwork related to housing applications. Other services include coordinating moving arrangements for the client and setting up utilities, as well as mediation with property owners on behalf of the client.

Transportation

Through use of privately leased vans and/or transportation services, City Net will engage in:

- Transporting unsheltered people to emergency shelters, emergency health, emergency mental health, or other service facilities
- Provision of public transportation for participants
- Transportation costs (bus tickets, gas, minor car repairs, etc.) to assist homeless neighbors to relocate out of the region, provided they have permanent housing there
- Assisting program participants to use public transportation

Emergency Health/Mental Health

City Net will refer homeless neighbors to emergency health and/or emergency mental health services to the extent that other customary emergency health services and treatments are unavailable or inaccessible to the homeless neighbor. A referral example is outpatient treatment of urgent medical conditions by licensed medical professionals in community-based settings (e.g. streets, parks, and campgrounds) to those eligible participants unwilling or unable to access emergency shelter or an appropriate healthcare facility.

Services for Special Populations

Services for special populations are essential services that have been tailored to address the special needs of homeless youths, victims of domestic violence, dating violence, sexual assault, or stalking, including connections to services offered by rape crisis centers, domestic violence shelters, and other organizations that serve persons who meet the HUD homeless definition and have special needs.

Food and Emergency Services

Food and other emergency services will be given to clients primarily as they first move in to housing and for emergency circumstances. During the duration of their tenancy, clients will be connected food banks and service agencies in the community as their primary resource for emergency needs.

City Net Data Collection Policy

The information City Net collects about individuals and families who access our services is confidentially stored in a local electronic database called the Homeless Management Information System (HMIS). HMIS securely records information (data) about people accessing housing and homeless services, which may include, but is not limited to, names and contact information, birthdates, demographic information, self-reported medical information, Veteran status, disability status, etc. Under the HMIS Data-Sharing Agreement, the individual client data of those who consent to have their information stored in HMIS is only viewable by qualified staff at each participating agency. In order to participate in HMIS, leaders at each agency must sign an Agency Agreement that includes a commitment to protecting client data and maintaining confidentiality, and agency staff must pass multiple trainings that each go over the importance of client privacy.

City Net is accountable to our HMIS Data-Sharing partners, to the local County, to our local Continuum of Care, and to the Department of Housing and Urban Development (HUD) to maintain the privacy and security of the confidential personal information we collect about our clients and their families. Aside from these legal and funding-related obligations, we also believe we have an ethical responsibility to our clients to not share their personal data in ways to which they've not agreed. To ensure City Net's commitment to excellent data collection, privacy and security, analysis and reporting practices, City Net does not authorize external agencies to complete these functions on our behalf except in very limited circumstances and only with prior written approval and with City Net's full participation in all data reporting and analysis. This is so that City Net can responsibly provide context and analysis for the data City Net collects within collaborative efforts to coordinate the most effective services for our homeless neighbors, better understand homelessness in our community, assess the types of resources needed in our local area, and participate in generating aggregate statistical reports to HUD, which help to improve policy and bring adequate funding of services for the most vulnerable populations in our community, and so City Net can assure its ethical and legal responsibilities to homeless neighbors to not share their data in ways to which they have not agreed.

During performance of the services, consultant will provide the city with a monthly dashboard of performance and outcomes:

The monthly dashboards will include at minimum the following:

1. Case managed client interactions
2. Case managed clients enrolled
3. Positive exits, broken down by:
    a. Exits to shelter
    b. Exits to temporary housing
    c. Exits to permanent housing
4. Case Managed Client Services includes:
    a. Case management
    b. Transportation
    c. Documentation
    d. Medical/mental health referrals
5. Case Manage clients that are document ready
6. Connect clients to Coordinated Entry System
7. Housing Navigation Services

CITY OF FOUNTAIN VALLEY
CITY COUNCIL

COUNCIL ACTION REQUEST

To: Honorable Mayor and Members of the City Council

Agenda Date: June 16, 2026

SUBJECT: **APPROVAL OF SERVICE CONTRACTS FOR POLICE TOWING SERVICES FOR A PERIOD OF FIVE YEARS BEGINNING JULY 1, 2026, TO JUNE 30, 2031, WITH AN OPTION OF TWO ADDITIONAL ONE-YEAR EXTENSIONS.**

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

The City of Fountain Valley initiated a request for proposal (RFP) on April 2, 2026, to renew the current police towing service contracts for Tow Operators, which will expire on June 30, 2026. The purpose of the RFP was to select two Tow Operators to provide towing services on a rotational basis as set by the Fountain Valley Police Department. The service contract will be based on a five-year term with the City beginning on July 1, 2026, with an expiration of June 30, 2031. There will be an option of two additional one-year extensions. The selected Tow Operators will be required to provide services according to the terms and conditions as outlined in Chapter 4.85 of the Fountain Valley Municipal Code and the Fountain Valley Police Department Tow Policy Guidelines and Requirements. Based on the Police Towing Service panel's evaluation of the submitted proposals, it is recommended that G&W Towing and Southside Towing be awarded contracts to provide police towing services to the City of Fountain Valley.

DISCUSSION

In May 2026, a Police Towing Services evaluation panel was formed to evaluate the four proposals submitted by Tow Operators.

An initial evaluation resulted in three Tow Operators (G&W Towing, Best Towing, and

Southside Towing) being selected for further consideration. This was based on their general approach and work plans to meet the requirements of the RFP, qualifications and experience of the project manager and other key individuals, and the proposer's past performance on projects of similar size and scope.

A secondary evaluation was conducted based on physical inspections of the Tow Operators' tow yard and business offices. After the physical inspections were conducted, G&W Towing and Southside Towing scored the highest based on tow yard location, capacity for outdoor storage, indoor storage capabilities, and resources for vehicle damage inspections.

G&W Towing and Southside Towing also scored the highest overall. Based on their scores, the Police Towing Services evaluation panel recommends the selection of G&W Towing and Southside Towing to provide police towing services to the City.

PROCUREMENT

In accordance with the City's Purchasing Policies, the City of Fountain Valley issued a Request for Proposal (RFP) for Police Directed Towing and Storage Services on April 2, 2026. The RFP was publicly advertised through Planetbids with an invitation through the City's website. Six companies showed interest in the RFP and downloaded the RFP. The RFP closed on April 30, 2026, and four towing companies submitted proposals. The proposals were evaluated on a 10-point system for three areas, such as Approach & Plans, Qualifications and Past Performance.

Proposal Criterion	Weight	Weighted Score	G&W Towing	Best Towing & Transportation Services, LLC	Southside Towing	G.S. California Towing
General Approach/Scope of Work (Work Plans)	35	350	245	210	218.75	192.5
Qualifications and Experience	30	300	217.5	210	187.5	172.5
Consultant Past Performance (References)	15	150	108.75	71.25	63.75	67.5
Round 1	80	800	**571.25**	**491.25**	**470**	**432.5**

In Round 1, the towing companies that scored a 450 or more, moved on to the Interview/Tow Yard Inspections (Round 2). The Towing Companies are: *G&W Towing, Best Towing, and Southside Towing*. The interviews/inspections consisted of a visual view of outdoor lot & indoor storage, vehicle capacity (indoor and outdoor), distribution of towed vehicles, who has access to storage facilities, surveillance, resources available for vehicle damage inspections, customer service, and driving distance. Scores were based out of 1000 points with the results outlined below.

Inspection Criterion	Weight	Weighted Score	G&W Towing	Best Towing & Transportation Services, LLC	Southside Towing
Location & Office	20	200	153.33	186.67	173.33
Open Vehicle Storage	20	200	173.33	160.00	146.67
Inside Storage	20	200	173.33	73.33	173.33
Secured Evidence Hold	20	200	180.00	40.00	180.00
General Operations & Facility Security	20	200	180.00	126.67	186.67
Round 2	100	1000	860.00	586.67	860.00
Grand Total			**1431.25**	**1077.92**	**1330.00**

After proposal review and inspection/interviews were completed, the scores were added up below showing that the top two towing companies best fit the City's needs and exceed some expectations.

Scores	Weight	Weighted Score	G&W Towing	Southside Towing	Best Towing & Transportation Services, LLC
Round 1	80	800	571.25	470	491.25
Round 2	100	1000	860	860	586.67
Grand Total	**180**	**1800**	**1431.25**	**1330**	**1077.92**
Percentage:			80%	74%	60%

FISCAL REVIEW

Fees for towing services are paid directly to the towing company by the registered or legal owner, or representative, of the vehicle towed, at no cost to the City. The City of Fountain Valley receives 50% of all storage fees collected by the contractor for all vehicles impounded by the Police Department under California Vehicle Code Section 14602.6(a)(1), as well as 50% of all gross receipts for vehicles impounded under CVC 14602.6(a)(1) that are subsequently sold or transferred to another party pursuant to a lien sale.

PUBLIC NOTIFICATION

This item was noticed publicly as an agenda item for action in accordance with the rules and regulations regarding noticing of public meetings and agendized items and topics for discussion and/or action by the City Council.

LEGAL REVIEW

City Attorney has reviewed and concurs with the recommended action.

ALTERNATIVES

Alternative No. 1: Approve the recommendation and award police towing service contracts to G&W Towing and Southside Towing for a period of five years beginning July 1, 2026, and expiring June 30, 2031, with an option of two additional one-year extensions.

Alternative No. 2: Do not approve the recommendation and award police towing service contracts to G&W Towing and Southside Towing for a period of five years beginning July 1, 2026, and expiring June 30, 2031, with an option of two additional one-year extensions.

RECOMMENDATION

Staff recommends Alternative No. 1: Approve the recommendation and award police towing service contracts to G&W Towing and Southside Towing for a period of five years beginning July 1, 2026, and expiring June 30, 2031, with an option of two additional one-year extensions.

Prepared by:	Heather Williams, Lieutenant
Reviewed by:	Craig Heredia, Chief of Police
Fiscal Review by:	Ryan Smith, Finance Director
Legal Review by:	Colin Burns, Attorney for the City
Approved by:	Maggie Le, City Manager

Attachments:

A. RFP 26-005 FVPD TOW SERVICES
B. RFP G&W TOWING
C. RFP SOUTHSIDE TOWING
D. CONTRACT G&W TOWING
E. CONTRACT SOUTHSIDE TOWING

City of Fountain Valley

Electronic submittal of Request for Proposal

RFP 26.005

POLICE DIRECTED TOWING AND STORAGE SERVICES

Questions Deadline:
4:00 p.m., PST, Thursday, April 16, 2026

Proposals Due Date:
4:00 p.m., PST, Thursday, April 30, 2026

City Contact:
Amanda Penaloza, Mgmt. Analyst / Purchasing Officer
email: purchasing@fountainvalley.gov
Phone No. (714) 593-4413

CITY OF FOUNTAIN VALLEY'S ELECTRONIC BIDDING SITE, PLANETBIDS

Read Upload Instructions
for important information on the best time to upload proposals

(Issued April 2, 2026)

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City of Fountain Valley Request for Proposal for Police Directed Towing and Storage Services

SUMMARY

The City of Fountain Valley is seeking proposals from qualified Tow Operators for towing and storage services in connection with vehicles which have been determined to be a public nuisance pursuant to Chapter 10.76 of the Fountain Valley Municipal Code, or which are in violation of statutes and ordinances relating to parking, traffic, and law enforcement. The selected Tow Operator will be required to provide services according to the terms and conditions as outlined in the Chapter 4.85 of the Fountain Valley Municipal Code. The City of Fountain Valley will select two Tow Operators to provide towing services on a rotational basis as set by the Fountain Valley Police Department. The service contract will be based on a 5 year term with the City beginning on July 1, 2026 with an expiration of June 30, 2031. There will be an option of two (2) additional one (1) year extensions.

Proposals, prepared according to the following detailed instructions, must be received via PlanetBids no later than **4:00 p.m., Pacific Standard Time, Thursday, April 30, 2026**.

The City of Fountain Valley assumes no obligations of any kind for expenses incurred by any respondent to this solicitation.

It is the City of Fountain Valley's policy to assure nondiscrimination in any contract entered into pursuant to this advertisement. Firms will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award as provided by Title VI of the Civil Rights Act of 1964.

The City of Fountain Valley is soliciting proposals for Police Directed Towing and Storage Services.

I. SUMMARY

The City of Fountain Valley is seeking proposals from qualified Tow Operators for towing and storage services in connection with vehicles which have been determined to be a public nuisance pursuant to Chapter 10.76 of the Fountain Valley Municipal Code, or which are in violation of statutes and ordinances relating to parking, traffic, and law enforcement. The selected Tow Operator will be required to provide services according to the terms and conditions as outlined in the Chapter 4.85 of the Fountain Valley Municipal Code. The City of Fountain Valley will select two Tow Operators to provide towing services on a rotational basis as set by the Fountain Valley Police Department. The service contract will be based on a 5 year term with the City beginning on July 1, 2026 with an expiration of June 30, 2031. There will be an option of two (2) additional one (1) year extensions.

II. ABOUT THE CITY

Background Information

The City of Fountain Valley is a general law city that has operated under the council-manager form of government since its incorporation in 1957. The City is located in Orange County, California, and is located roughly 30 miles southeast of Los Angeles and 90 miles northwest of San Diego. The City has an estimated population of 56,920 and has a land area of 9.75 square miles. The City is a full-service City that offers a range of municipal services that includes, but is not limited to: police and fire protection; water and sewer utility operations; building and safety; development services for land use planning, and zoning; housing and community development; and a full range of recreation and cultural activities.

III. SCOPE OF WORK

The general scope of the Tow Operator's duties will be to tow and deliver vehicles to its designated storage yard and to store, manage, and release such vehicles at the direction of the Fountain Valley Police Department.

A. Tow Operators must be able to provide services twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year. Tow Operators shall also provide vehicle release access in compliance with California Vehicle Code 22658.

B. Vehicles to be towed and stored will include but not be limited to: cars, vans, 4 x 4 trucks, light duty trucks, heavy-duty trucks, street sweepers, fire trucks, ambulances, off-road equipment, fully loaded tractor trailers, boats, RV's, motorcycles, and heavy equipment.

C. Tow Operators will conduct towing and impound services as needed in connection with clearing motor vehicle accidents, conducting criminal investigations, impounding abandoned vehicles, and enforcing motor vehicle traffic/parking violations.

D. The rotational order for the two selected Tow Operators shall be under the control of the City's Telecommunications Division to ensure equitable distribution of calls. The current method used by the City of Fountain Valley for tow rotation is based on alternation of each tow provider from the 1st to the 15th of each month and the 16th to the 31st of each month.

IV. QUALIFICATIONS AND REQUIREMENTS

Tow Operators should submit documentation to meet the following minimum requirements. All requirements must be met at the time of proposal. If these requirements are not met, the proposal may not receive further consideration, as determined in the sole discretion of the City.

A. Must have 10 years of continuous tow service for a government agency.

B. Must be owned by the current owner for a minimum of five years.

C. Must have the ability to store two vehicles inside approximately 500 square feet.

D. The open vehicle storage area shall be a minimum of five thousand square feet and shall be enclosed with a solid wall or a fence not less than six feet in height. The enclosure structure shall be provided with not less than one gate or door of adequate width and of a height equal to that specified above.

E. Must have 24 hours a day access to inside storage.

F. Business office must be located within a five (5) mile radius of Fountain Valley Police Department (10200 Slater Ave, Fountain Valley, CA 92708).

EQUIPMENT AND FACILITIES

The information requested in this section should describe the proposer's equipment and facilities meeting the requirements of the Scope of Work and Exhibit "C", *Police Tow Policy Guidelines and Requirements*. Information shall include:

1. Provide a list and short description of all of the vehicles proposed to be used in the performance of services. In the event that the firm does not currently own or lease a sufficient amount of vehicles, provide a description of the firm's plan to acquire the necessary equipment.
2. Describe the radio equipment proposed to be used in the dispatching of tow vehicles. If dispatching is aided by equipment in addition to radios, describe that equipment.
3. Provide a detailed description of the firm's facilities including storage lots and business offices. In the event that the firm does not currently own or lease sufficient facilities, provide a description of the firm's plan to acquire the necessary facility.
4. Provide a detailed description of facility security.

KEY PERSONNEL

It is essential that the Proposer provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Proposer must agree to assign specific individuals to the key positions. Information provided shall meet requirements of Exhibit "C", *Police Tow Policy Guidelines and Requirements.*

1. Identify the members of the staff who would be assigned to act for Proposer's firm in key management and filled positions providing the services described in the Proposal, and the functions to be performed by each.
2. Include brief resumes or curriculum vitae of each such staff member, including name, position, telephone number, email address, education, and years and type of experience.
3. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
4. If key personnel are not available for work under this contract for a continuous period exceeding thirty calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

V. PROPOSAL REQUIREMENTS

A. General Requirements

Inquiries/Questions concerning this request for proposal should be made before 4:00 p.m., PST, on Thursday, April 16, 2026.

If the Proposer is in doubt as to the meaning or finds discrepancies and/or omissions from any part of the RFP and Agreement Documents, the Proposer must submit a written request for clarification via PlanetBids.

All questions regarding this project shall be submitted electronically in PlanetBids up to the Question and Answer (QA) deadline. All project correspondence will be posted in PlanetBids. It is the responsibility of the Proposers to check the website regularly for information updates, clarifications, and addenda. At the Agency's discretion, Proposers requests for clarifications may or may not be responded to.

All revisions of the RFP by the City will be made in writing and will be posted on PlanetBids in accordance with the procurement schedule. Proposers shall electronically acknowledge receipt of all addenda at time of submittal and all addenda so issued shall become part of the RFP and the effects of all Addenda shall be considered in the proposal.

B. Submission of Proposals

Proposals must be received no later **than 4:00 p.m., PST, Thursday, April 30, 2026.**

Proposals shall be received in electronic format EXCLUSIVELY at the City of Fountain Valley's electronic bidding (ebidding) site, at: https://pbsystem.planetbids.com/portal/25002/portal-home and are due by the date, and time shown on this solicitation. See "upload instructions" document for details. Files are to be uploaded accordingly:

- Response File: Upload proposal with no cost attached.
- General Attachments: If City request forms, upload under specified file as shown on PlanetBids.
- Cost File: Cost proposal is to be uploaded electronically as a separate file and not attached to the response file.
- Line Item (if required): make sure to input an amount on each item, can use the notes section to clarify your amount.

The following instructions describe the form in which proposals must be presented. Proposal documents must be prepared simply, economically, and provide a straightforward, concise response to the requirements of the RFP. Completeness and clarity of content must be emphasized. The requirements stated do not preclude proposers from furnishing additional reports, functions, and costs as deemed appropriate.

C. Proposal Content Format

Should contain no more than twenty (20) pages, including exhibits and resumes, single-sided, single column, portrait layout, 1" side margins and 1/2" top and bottom margins, font size no less than 12 pt., and single or double spaced.

- RFP Addenda. Proposers shall check the website for addenda prior to proposing and shall be required to electronically acknowledge receipt of all addenda at time of proposal submittal.

1. Transmittal Letter

The proposal transmittal letter shall be addressed to the Purchasing Officer for the City of Fountain Valley and shall contain the following:

- Name of individual, partnership, company, or corporation submitting proposal.
- Statement that indicates an understanding of the scope of work as presented in this specification and confirmation that all terms and conditions of the RFP are understood and acknowledged by the undersigned.
- Team organization including an organization diagram and time commitment shall be submitted showing all key team members and illustrating the relationship between the City, the manager, and key staff.
- Signature(s) of representative(s) legally authorized to bind the proposer.

2. **Company Experience**
   - Provide a description of your company's experiences (including sub-consultants' experience) in performing similar work, addressing the elements listed above.
   - Provide company's experience with a list of current and previous contracts similar to the requirements for Fountain Valley. Include all public agencies served. For each, provide a brief description of the scope of work, the length of time the firm has been providing services and the name, title and telephone number of the person who may be contacted regarding the firm's service record.

3. **Key Personnel/Past Performance**
   - Identify and describe the relevant experience and qualifications of the pertinent individuals who would serve as key personnel for various City of Fountain Valley projects.
   - Identify other staff members and/or sub-consultants that would contribute to the project, and their relevant experience.
   - Identify availability of key personnel to work on each task described in "General Scope of Work".
   - If sub-consultants are used, names of sub-consultants' key personnel for the project, their professional experience, qualifications, and training which are applicable to this project, and the scope of services that will be provided by each sub-consultant.
   - Any changes to personnel assigned to this project shall be made in writing to CITY. CITY reserves the right to reject any proposal with modified personnel.
   - The office location from which the consultant(s) shall operate.

4. **Approach and Schedule**
   - Discuss your company's ability to provide desired services, addressing the elements listed under "General Scope of Work".
   - Describe how your company would ensure City requests are completed in a timely manner.
   - Describe, in detail, the company's method of approach to the Scope of Work as defined in Exhibit "C" *Police Tow Policy Guidelines and Requirements*. Address the manner in which the firm proposes to meet the specific requirements of the scope of work including, but not limited to, response time, business office and hours, 24-hour availability and reporting requirements.
   - List the names, titles, responsibilities and telephone numbers of the persons to be contacted, at any hour, in the event of an emergency.
   - Provide information on whether any of the services in this towing contract will be subcontracted out to another company and if so, then describe the portion of work and who will be providing the service.
   - Describe in detail the company's proposed procedures for the release of a vehicle under this contract
   - Describe the company's proposed policies and procedures for allowing access to vehicles by owners. Additionally, state procedures for the

following:

- Allowing the owner to cover the vehicle or take other protective measures.
- Allowing the owner to remove personal effects or other articles from the interior of the vehicle.
- Allowing the owner, an authorized non-owner and an unauthorized non-owner (such as a private investigator not employed by the owner) to photograph or take notes about the condition of the vehicle.

- For vehicles in its care, state the firm's policies and procedures for:
  - Determining whether or not a vehicle was damaged.
  - Determining whether or not a vehicle was stolen.
  - Determining whether or not property/items from a vehicle were stolen from.
  - Making restitution to the owner in the event that a vehicle is damaged, stolen and/or stolen from.

- State the company's policies and procedures for:
  - Determining whether or not private property was damaged in the course of the firm's duties.
  - Making restitution to the owner or restoring the property if so determined.

- State the company's policies and procedures for informing a vehicle owner:
  - A vehicle is in the firm's possession
  - The location of the vehicle
  - The condition of the vehicle

- State the company's policies and procedures for receiving and resolving complaints from the public. Provide the name, qualifications, and contact information for the person(s) responsible for receiving and resolving complaints.

- Describe the manner in which the company will inform the City and the public of changes to policies and procedures. Include samples of any informational material the company would use. Describe the procedures for monitoring employee adherence to procedures, whether new or established.

- Describe in detail the manner in which the company intends to meet the reporting requirements of Exhibit "C" *Police Tow Policy Guidelines and Requirements*. Include a detailed description of the company's record keeping tools and methods. Describe any additional information the company is capable of recording that may be of use to Fountain Valley Police Department.

- Propose a method of receiving completed release forms electronically from Fountain Valley Police Department by the firm, if one is available.

- Propose a method of delivering the monthly report of released vehicles to Fountain Valley Police Department electronically, if available.

- Propose any informational or reporting enhancements the company is capable of providing. Example: secure web-based access to the company's inventory of vehicles towed and stored under this contract by Fountain Valley Police Department.

- Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, cost-effective operations or increased performance capabilities. In addition, the City will consider Proposals that offer alternative service delivery means and methods for the services desired.

5. Understanding of Project Components

- Identify objectives/tasks that you feel are key to the success of the project; this may include items not already identified in this Request for Proposal. References for protocols and methods are encouraged.

6. Quality Control

- Describe the standards and methods used by the company to assure useful quality deliverables of this nature to the client.
- Describe how your firm will address concerns or deficiencies in quality control and deliverables and give a specific example.

7. References

- Provide descriptions and references for five comparable projects that your company has previously performed, Click or tap here to enter text. Include contact names, company/agency and telephone numbers for each.
- Identify key personnel listed on this proposal who have worked on the reference projects.

8. **Cost / Fee** (*submit as a separate document, not attached to the Proposal/Response file*)

Compensation for services provided shall be based upon the Contractor's detailed fee proposal.

- All Proposers are required to use Attachment 1, to formulate a Cost Proposal to be submitted with their Proposal. Pricing instructions should be clearly defined to ensure fees proposed can be compared and evaluated. Proposals shall be valid for a minimum of 180 days following submission. Net compensation for services provided shall be based upon the Proposer's detailed fee proposal and terms

outlined under section 2. Compensation of *Draft Contract* enclosed as Exhibit "B".

- Identification of all costs Consultant/Vendor will charge for performing the tasks necessary to accomplish the objectives of this RFP. The costs must break out all expenses expected to be billed to the City. Cost proposal shall include the estimated number of project work hours by each task/requirement, and the cost of each task/requirement. A list of hourly rates of proposed project team members shall also be included along with any other fees that may be applicable and billed. Cost is to be listed out for the term of the contract.

- Firms shall provide complete cost and billing schedules of current hourly billing rates for each specialized skill, material, and support services.

- A work program together with a breakdown of labor hours by employee billing classification together with the cost of non-labor and sub-contractor services shall be included with the fee proposal. The labor breakdown shall be compiled based upon a listing of work tasks that correlates with the firm's defined scope of work for project proposal. This information will be used by the City staff to evaluate and compare the reasonableness of the fee schedule and may be used in determining the total cost for the proposed work.

The service contract will be for a period 5 years with the City beginning on July 1, 2026 with an expiration of June 30, 2031. There will be an option of two (2) additional one (1) year extensions.

V. GENERAL REQUIREMENTS

A. DISCLAIMER

This RFP does not commit the City to award a contract, or to pay any costs incurred in the preparation of the proposal. The City reserves the right to extend the due date for the proposal, to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified Contractor, or to cancel this RFP in part or in its entirety. The City may require the selected Contractor to participate in negotiations and to submit such technical, fee, or other revisions of their proposals as may result from Negotiations.

VI. TENTATIVE SCHEDULE OF EVENTS

The following is the Schedule of events that the City plans to follow in conducting this solicitation:

Event	Tentative Date
Issuance of RFP	Thursday, April 2, 2026
Clarification Questions Due by:	Thursday, April 16, 2026
Due Date for Proposals	Thursday, April 30, 2026

Interviews/Inspection of Finalists,	Week of May 18, 2026
Tentative Selection and City Council Award	Tuesday, June 2, 2026
Begin Project	Wednesday, July 1, 2026

VII. PROPOSAL EVALUATION, INTERVIEWS AND AWARD PROCESS

A. Evaluation Criteria

Award will be based upon a review and evaluation by a committee designated by the Purchasing Officer. Each proposal will be evaluated based on the following criteria but not limited to.

General approach and work plans to meet the requirements of the specified City objectives described in the RFP. Depth of proposer's understanding of City's requirements and overall quality of work plan and clarity. Understanding of compliance with all Federal, State and County health regulations.

Qualifications and experience of the project manager and other key individuals.

The contractor's /consultant's past performance on projects of similar size and scope.

Cost & Price. Reasonableness of rates; competitiveness with other offers received; adequacy of data in support of figures quoted.

Inspection of proposers business office and tow yard.

B. Interviews

If interviews are needed. A few days' notice will be sent via email to the proposer. An interview may not be required or needed to award a contract.

C. Evaluation Procedure

An evaluation committee will be appointed to review all proposals received for this RFP. The committee is chaired by the Purchasing Officer, comprised of City staff and may include outside personnel. The committee members will evaluate the written proposals using the evaluation criteria identified. A list of top ranked proposals, firms within a competitive range, will be developed based upon the totals of each committee members' score for each proposal. During the evaluation period, the City may interview some or all of the proposing firms. The City has established **the week of May 18, 2026** as the date(s) to conduct interviews. All prospective Proposers are asked to keep these dates available. No other interview dates will be provided, therefore, if a Proposer is unable to attend the interview on the selected date(s), its proposal may be eliminated from further discussion. The interview may consist of a short presentation by the Proposer after which the evaluation committee will ask questions related to the firm's proposal and qualifications. At the conclusion of this interview process, the evaluation committee will provide a recommendation for award and the proposer being recommended will receive a notice of intent to award pending successful negotiations and contract preparation. Upon successful completion of this process, a recommendation will be made to the City Council, based on the contract, for their review and consent and unsuccessful firms will be notified.

D. Notification of Awards

The successful proposer will be required to execute a Contract agreement, **See "Draft Contract",** with the City, which is subject to formal approval by the Fountain Valley City Council. The proposer will also be required to purchase a City Business License annually during the duration of the contract.

1. *Tow Policy Guidelines and Requirements* (Exhibit "C")
2. *Cost Proposal Fees (Attachment 1)*

Tyler Miller.V.P.

G&W Towing

965 W. 18th Street

Costa Mesa, Ca 92627

April 17, 2026

ATTN: Amanda Penaloza, Mgmt. Analyst/Purchasing officer

City of Fountain Valley

10200 Slater Avenue

Fountain Valley, Ca 92708

To whom it may concern,

Please find the enclosed proposal for RFP 26.005 Police Directed Towing and Storage Services. I have thoroughly read RFP 26.005 and understand the scope of work as presented. I can confirm that all terms and conditions of the RFP 26.005 are understood and acknowledged by the undersigned.

G&W Towing has been in business for 55+ years under the same owner and serves a number of cities. G&W enjoys a great reputation with police agencies throughout Orange County and provides a fair and low cost service. We would also like to extend an open invite to any Council Members or FVPD personnel to tour our facilities to see what sets G&W apart.

Please see the following page for the G&W Towing organizational chart and time commitments. All personnel will be available 24/7 and their phone numbers can be provided. Thank you.

Sincerely,

Tyler Miller, V.P.

Organizational chart

Wayne Miller

President

(Onsite early morning to afternoon 7 days a week)

City Liaison----

Tyler Miller

Vice President

(Onsite Mon-Fri 7-5)

Chris Yagerlener

General Manager

(Onsite Mon-Fri 8-5)

Primary

Daily

Police Department

Contacts

Alex Silva

Manager

(On Site Weds- Sun 8-5)

Chuy Siller

Lead Driver

(Onsite and in the field days and

Some nights)

Night

Police Department

Contacts

Justin Yagerlener

Night Dispatcher

(Onsite nights)

**Please contact Tyler at tyler@gandwtowing.com or call 949-642-1252 with any questions or to request additional documents such as financial capacity, training certificates, insurance info ETC.

Thank you for your consideration

Response to:

City of Fountain Valley

RFP 26.005

Police Directed Towing and Storage Services

Minimum Qualifications and Requirements Documentation

G&W Towing can satisfy all the requirements in this section.
-Please see the corresponding page numbers for evidence of minimum requirements.
G&W Towing satisfies all the requirements in the entire RFP.

A. Must have 10 years of continuous tow service for a government agency.

-G&W Towing has been continuously serving various government agencies for well over 10 years. Please see page 14-15 for a confirmation email of a contract that renewed in 2009 with Costa Mesa that is still in force today. G&W has served Costa Mesa continuously since the 1980's.

B. Must be owned by the current owner for a minimum of five years.

-G&W Towing has been owned by the same owner since 1970. Please see page 16 for a document filing that shows that in 2008 our owner was the same as it is today.

C. Must have the ability to store two vehicles inside approximately 500 square feet.

-G&W Towing has approximately 3,700 square feet of inside storage available. Roughly 20 cars can fit in this space. Please see page 17 for a photo showing a portion of our indoor space.

D. The open vehicle storage area shall be a minimum of five thousand square feet and shall be enclosed with a solid wall or a fence not less than six feet in height. The enclosure structure shall be provided with not less than one gate or door of adequate width and of a height equal to that specified above.

-G&W Towing sits on approximately 70,000 square feet of space. The space is completely fenced in and has to gate for access. See page 18 for photos.

E. Must have 24 hours a day access to inside storage.

-G&W is properly permitted by the City of Costa Mesa to operate 24 hours a day without restriction. This includes access to our indoor storage are. See page 19 for our original operation permit which is still in use today.

F. Business office must be located within a five (5) mile radius of Fountain Valley Police Department (10200 Slater Ave, Fountain Valley, CA 92708).

-The G&W Towing business office and tow yard are within a 5 mile radius of FVPD. Please see page 20 for confirmation of this.

Equipment and Facilities:

G&W Towing can satisfy all the requirements in this section.

1. Provide a list and short description of all of the vehicles proposed to be used in the performance of services. In the event that the firm does not currently own or lease a sufficient amount of vehicles, provide a description of the firm's plan to acquire the necessary equipment.

-6 Wheel lift trucks-These are small trucks mainly used for parking control calls.

-6 Flatbed medium duty trucks*these are trucks used for accident/disabled vehicles. All of our medium duty trucks are Peterbilt 337 trucks.

-1 Heavy duty recovery truck-This truck handles big rig tows or vehicles that leave the roadway and need to be winched back to the road. Our heavy duty truck is a 2019 Peterbilt 579 truck.

2. Describe the radio equipment proposed to be used in the dispatching of tow vehicles. If dispatching is aided by equipment in addition to radios, describe that equipment.

–We use two way radios from our dispatch office to each of our trucks. Drivers receive addresses to police calls by radio and then enter addresses in to in truck GPS units for directions. We also utilize GPS tracking on a screen in our dispatch office to guide our trucks to where they are going if needed.

3. Provide a detailed description of the firm's facilities including storage lots and business offices. In the event that the firm does not currently own or lease sufficient facilities, provide a description of the firm's plan to acquire the necessary facility.

-Our office and storage facility is located at 965 W. 18th Street Costa Mesa Ca 92627. We occupy 70,000 square feet of property that is fully permitted to operate 24 hours a day 7 days a week. Our facilities can hold 200 vehicles outside and 20 vehicles inside. Our dispatch offices and inside evidence storage are located within a large industrial building. A portion of our building is dedicated to secure indoor evidence storage of up to 20 vehicles. Please note this is much larger than what this contract calls for. Our evidence storage is concrete, clean, well lit and has 24 hour video surveillance. The evidence section is large enough to cover any vehicle for inspection by police day or night. Our evidence area is dedicated to police evidence and only managers have access to the area. Nobody other than managers and police personnel ever enter the evidence storage area. Our mechanic shop consists of approximately 1,500 square feet of the building. Our 2 full time mechanics are constantly performing routine maintenance on our trucks ensuring a safe fleet. The rest of the building is dedicated to dispatch and administrative offices.

4. Provide a detailed description of facility security.

–For security our office is staffed by a G&W employee 24 hours a day 365 days a year. The yard is brightly illuminated by high powered energy efficient lights at night. The yard is enclosed by an 9 foot barbed wire fence and is routinely checked for any signs of weakness. Every in inch of the facility is covered by motion sensor security cameras that have night vision. Cameras are located inside and outside to monitor everything. Audio is also recorded inside the dispatch office. Security footage can be retrieved in minutes if needed.

Key Personnel:

1. Identify the members of the staff who would be assigned to act for Proposer's firm in key management and filled positions providing the services described in the Proposal, and the functions to be performed by each.

-G.W. Miller, President. 55 year's experience. Will act for the firm.
-Will be responsible for implementation and execution of contract.

-Tyler Miller, Vice President. 19 year's experience. Will be main contact between G&W and Fountain Valley staff.
-Will be part of G&W team implementing service and providing quality control on services rendered. E.g. Response times, and meeting FVPD contract terms.

-Chris Yagerlener, General Mgr. 33 year's experience. Main daily contact between FVPD and G&W Towing.
-Will be in charge of meeting contract requirements daily.
-Responsible for staffing and training.

-Alex Silva, Manager, 38 year's experience. Will be in contact daily with FVPD dispatch.
-Alex will be interacting with the public daily handling vehicle and property releases.
-Alex will ensure quality customer service and ensure customers and quickly retrieve vehicles.

2. Include brief resumes or curriculum vitae of each such staff member, including name, position, telephone number, email address, education, and years and type of experience.

-G.W. Miller-President 949-642-1252 Email: gwtow@aol.com,
-Education: some college.
-Founded G & W Towing in 1970. 55 years towing experience.
- Built company from 1 tow truck to where we are today.
-Licensed heavy duty driver.
-Certified to operate all equipment we have.
-Widely known as industry expert in towing community.
-Overseen a variety of government agency contract over including: Newport Beach PD, Costa Mesa PD, Irvine PD, UCIPD etc.
-Certified by the California Tow Truck Association.

Tyler Miller V.P.- 949-642-1252 Email: gwtow@aol.com
-19 years of towing industry experience.

-Education: Graduate of the University of Colorado, Boulder.
-Responsible for procuring municipal contracts.
-Licensed heavy duty driver.
-Certified to operate all equipment we have.
-Overseas all aspects of business operations and procedures.
-Certified by the California Tow Truck Association.
-Overseen a variety of government agency contract over including: Newport Beach PD, Costa Mesa PD, Irvine PD, UCIPD etc.

Chris Yagerlener GM- 949-642-1252 Email: gwtow@aol.com
–Education: Some college.
-33 years of towing industry experience.
-Licensed heavy duty operator.
-Certified to operate all equipment we have.
-Oversees staffing and personnel management.
-Certified California Tow Truck Association Heavy Duty operator.
-Long term Costa Mesa resident heavily involved in youth sports programs.
-Overseen a variety of government agency contract over including: Newport Beach PD, Costa Mesa PD, Irvine PD, UCIPD etc.

Alex Silva- Manager- 949-642-1252 Email: gwtow@aol.com
–Education: High School
-38 years of towing industry experience.
-Licensed heavy duty operator.
-Certified to operate all equipment we have.
-Responsible for day to day office management and customer interaction.
-Certified California Tow Truck Association Operator.
-Responsible for meeting Police department requirements on a day to day basis.

3. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.

-G&W Towing agrees to this.

4. If key personnel are not available for work under this contract for a continuous period exceeding thirty calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

-G&W Towing agrees to this.

2.Company experience:

-G & W Towing has been providing towing services in Southern California since 1970. We have the largest indoor and outdoor storage facilities around and many of our employees have been with us for 15+ years. We have a wide range of equipment to handle any vehicle we may come across. G & W uses the latest technology to track our fleet and position our trucks in order to serve various Police Departments as quickly and efficiently as possible. G & W Towing operates out of a single location near Fountain Valley so our equipment is always located nearby, this includes our heavy duty equipment and allows us to respond very quickly to calls for service. Our large secure indoor evidence area allows us to accommodate any police request for evidence hold. The size of our indoor evidence hold area is much larger than this RFP requires and I

believe that is unique to our facilities in this area. Our building is also equipped with an emergency generator should the power ever go out. Our facilities are run off a natural gas generator when electricity goes down allowing our building to remain fully operational even during a power outage. G & W Towing has been serving law enforcement agencies for 40+ years and we have the experience and equipment to handle any situation. Company experience listed below.

-Costa Mesa Police Department, 1981-present. Police directed towing and storage services. Contact: LT. Barnes 714-754-5125

-Newport Beach Police Department, 1980 to present. Police directed towing and storage services. Contact: Dep. Dir. Stafford 949-644-3650

-Irvine Police Department, 2018-present. Police directed towing and storage services. Contact: Officer Crones 949-724-7000 or Off. Hatfield 949-724-7261

-University of California Irvine Police Department, 2010 to present. Police directed towing and storage services. Contact: LT. Mahoney 949-824-4361

-California Highway Patrol, 1980-present. Police directed towing and storage services. Officer Serfio Rivera 714-338-5500 (please note CHP officers may not be permitted to give reviews)

-John Wayne Airport, 2009-present. Airport operations towing and storage services. Contact: Operations Officer Bill Mcdonald 949-252-5244

3. Key personnel/Past performance: Below are key personnel for this project.

-G.W. Miller-President 949-642-1252 Email: gwtow@aol.com,
-Education: some college.
-Founded G & W Towing in 1970. 55 years towing experience.
- Built company from 1 tow truck to where we are today.
-Licensed heavy duty driver.
-Certified to operate all equipment we have.
-Widely known as industry expert in towing community.
-Overseen a variety of government agency contract over including: Newport Beach PD, Costa Mesa PD, Irvine PD, UCIPD etc.
-Certified by the California Tow Truck Association.

Tyler Miller V.P.- 949-642-1252 Email: gwtow@aol.com
-19 years of towing industry experience.
-Education: Graduate of the University of Colorado, Boulder.
-Responsible for procuring municipal contracts.
-Licensed heavy duty driver.
-Certified to operate all equipment we have.
-Overseas all aspects of business operations and procedures.
-Certified by the California Tow Truck Association.
-Overseen a variety of government agency contract over including: Newport Beach PD, Costa Mesa PD, Irvine PD, UCIPD etc.

Chris Yagerlener GM- 949-642-1252 Email: gwtow@aol.com

–Education: Some college.
-33 years of towing industry experience.
-Licensed heavy duty operator.
-Certified to operate all equipment we have.
-Oversees staffing and personnel management.
-Certified California Tow Truck Association Heavy Duty operator.
-Long term Costa Mesa resident heavily involved in youth sports programs.
-Overseen a variety of government agency contract over including: Newport Beach PD, Costa Mesa PD, Irvine PD, UCIPD etc.

Alex Silva- Manager- 949-642-1252 Email: gwtow@aol.com

–Education: High School
-38 years of towing industry experience.
-Licensed heavy duty operator.
-Certified to operate all equipment we have.
-Responsible for day to day office management and customer interaction.
-Certified California Tow Truck Association Operator.
-Responsible for meeting Police department requirements on a day to day basis

-Above are the key staff members for this project. No sub-consultants will be used.

General Scope of Work Personnel:

-At least 2 of the above listed personnel are available or onsite 24/7 365 days a year. We also keep our office staffed 24/7 should we need to release a vehicle at any time.

-We have drivers on the clock 24/7 that can handle all vehicle towing mentioned in scope of work part B and part C. Heavy duty drivers are available if needed as well.

-No subcontractors will be used.

-G&W agrees to notify the City in writing should any changes to key personnel be made.

-No consultants will be used.

4. Approach and Schedule:

-G&W Towing has the employees, the equipment, the experience and the facilities to accomplish all of the elements listed under “General Scope of Work”. We staff drivers out in the field 24/7 on order to tow any vehicles needed. We also staff our office 24/7 in order to be able to release any vehicle to the owner or accommodate any requests from FVPD. We agree to the proposed rotation schedule mentioned.

-G&W will complete City requests in a timely manner by staffing employees specifically to service the City of Fountain Valley. Over the past 5 years of serving the City we have developed schedules to have the appropriate amount of trucks stationed in Fountain Valley as well as the right amount of staff in our office to release vehicles and address and requests. We intend to keep the appropriate amount of employees on duty to service the City and make adjustments to staffing if necessary.

-Describe, in detail, the company's method of approach to the Scope of Work as defined in Exhibit "C" *Police Tow Policy Guidelines and Requirements*. Address the manner in which the firm proposes to meet the specific requirements of the scope of work including, but not limited to, response time, business office and hours, 24-hour availability and reporting requirements.

-G&W Towing was founded in 1970 and has been serving various law enforcement agencies near Fountain Valley since then. We have very experienced management, a large fleet, and state of the art facilities to meet law enforcement needs. The following will address the manner in which G&W Towing plans to meet the requirements in the scope of work section:

-Response time: G&W Towing shall station 4 trucks strategically throughout the City near high traffic areas at peak hours when on rotation. This will allow a truck to respond to Police calls in well under the required 20 minute response time. If multiple calls come in at once separate G&W tow trucks will be moved in to the area in anticipation of calls for service. G&W uses GPS guidance to position trucks as well as to route the nearest available truck to a scene. Having trucks on standby in the area will allow G&W Towing to respond to calls in under 10 minutes a majority of the time.

-Business office and hours: G&W Towing is located within a 5 mile radius of FVPD and has vehicle storage capacity of 200 cars outside and 20 vehicles indoors. Our business office is staffed with at least one person 24/7 to handle any vehicle or property releases in a timely manner, or answer any questions from the public. The yard is enclosed with a barbed wire 10 foot tall fence, illuminated thoroughly at night, and the entire area is recorded with 16 state of the art security cameras that track movement. Our evidence storage area is within our storage facility and can house 20+ vehicles. This area is closed off to employees and can be sealed by FVPD if needed.

-24 Hour availability: G&W Towing is adequately staffed 24/7 to respond to any FVPD needs. G&W keeps drivers on the clock at all hours and staffs an office dispatcher 24/7 to serve FVPD and public needs. Having drivers on the clock allows G&W to respond quickly to any need. Having an employee onsite allows G&W to quickly release vehicles at any hour. G&W provides a safe indoor area customers can enter at any hour. Our customers do not have to wait outside for a G&W employee to show up, there is someone already at our facility at all times. Our facilities are properly permitted with the City of Costa Mesa to operate 24 hours a day.

-Reporting requirements: G&W keeps all records regarding towed vehicles and employees for a time period of 7 years. All the records required by this RFP are on site and available for inspection by the FVPD at any time. G&W is able to provide any record needed to the FVPD and can transmit records electronically if needed. We utilize software that allows G&W employees to easily and quickly locate information FVPD may need.

-Staff: G&W staff has as much experience providing law enforcement towing services as any company in Southern California. Just our upper management has over 125 years' experience providing excellent service to local police agencies. G&W also has many employees that have worked here over 15 years. All G&W employees are

Live Scanned and background checked by multiple agencies. All employees are appropriately trained and are continually trained on safe operating procedures.

-Equipment: G&W Towing possesses trucks for each class of tow truck listed in the RFP. This includes a Class D super heavy duty tow truck. All G&W equipment is company owned and no work will be subcontracted. Our fleet is constantly being updated to newer, cleaner and more efficient trucks.

List the names, titles, responsibilities and telephone numbers of the persons to be contacted, at any hour, in the event of an emergency.

- Wayne Miller, Pres. Responsible for all aspects of operations.
  (949)642-1252
-Tyler Miller, V.P. Business development and operations.
  (949)642-1252
-Chris Yagerlener, GM Responsible for staff and operations.
  (949)642-1252
-Alex Silva, Mgr, Responsible for dispatch and office operations.
  (949)642-1252

- Describe in detail the company's proposed procedures for the release of a vehicle under this contract.

-Vehicles with Police holds are available for pickup 24 hours a day 7 days a week with a Police vehicle release (if required by FVPD). Vehicle owners can present a vehicle release in our lobby 24/7 without waiting and upon presenting proper ID, documentation and payment will receive their vehicle. G&W Towing can adapt to any release procedures set forth by FVPD. For example if a vehicle is towed for expired registration G&W can check to make sure the vehicle is registered before it is released versus having the vehicle owner go to the Police Department for a registration check and then going to the tow yard to retrieve the car.

-Describe the company's proposed policies and procedures for allowing access to vehicles by owners. Additionally, state procedures for the following:

-Owners and authorized non-owners have 24 hour access to their vehicles. Vehicles with police holds are available 24 hours a day with police authorization. An ID will be required to access a vehicle and the person accessing the vehicle will be accompanied by a G&W employee to record items removed and ensure other vehicles are not touched.

a. Allowing the owner to cover the vehicle or take other protective measures.

-We allow vehicle owners to cover their vehicles or take other protective measures. We often roll up windows and close tops on convertibles to prevent weather damage. Inside storage is also available on request.

b. Allowing the owner to remove personal effects or other articles from the interior of the vehicle.

-Owners or authorized non-owners have access to vehicles 24 hours a day 7 days a week. Owners retrieving property are provided with carts for convenience to empty their vehicle. Items retrieved are recorded and signed for. A G&W employee supervises people removing property to ensure security of other vehicles in the yard.

c. Allowing the owner, an authorized non-owner and an unauthorized non-owner (such as a private investigator not employed by the owner) to photograph or take notes about the condition of the vehicle.

-Owners and authorized non-owners are allowed full access to their vehicle as necessary for photographs etc. Un-authorized non-owners are not allowed access.

-For vehicles in its care, state the firm's policies and procedures for:

a. Determining whether or not a vehicle was damaged.

-First, inspect the vehicle as required. Second, review the police report for the vehicle and compare findings. Then continue investigating using all resources including security cameras, vehicle tracking, and employee and customer interviews. Use that information to come to a fair conclusion.

b. Determining whether or not a vehicle was stolen.

-Conduct a thorough search of our facility and investigate all possible reports(security cameras/video motion sensors etc.) and use other information to determine if anything is missing. Please note we verify our inventory multiple times a week and as a result we have not had a vehicle stolen in our 50-year history.

c. Determining whether or not property/items from a vehicle were stolen from.

-Review the Police departments inventory report. Conduct a thorough investigation using all Possible resources, including security cameras and motion sensors, vehicle tracking, and employee interviews to reach a fair and true resolution.

-State the company's policies and procedures for:

a. Determining whether or not private property was damaged in the course of the firm's duties.

-Review the Police Departments report of the incident. Conduct a thorough investigation using all possible resources, and interview all witnesses to reach a fair and true resolution.

b. Making restitution to the owner or restoring the property if so determined.

-If restitution is due to an owner, either our company or our insurance company could make payment.

-State the company's policies and procedures for informing a vehicle owner:

a. A vehicle is in the firm's possession

-Notices to vehicle owners are sent as required by law using an independent third party service, licensed by the state of California.

b. The location of the vehicle

-Location of the vehicle is included in the notice sent by an independent third party service.

c. The condition of the vehicle

-Condition of the vehicle is included in the report sent by the police department and the independent third party service.

-State the company's policies and procedures for receiving and resolving complaints from the public. Provide the name, qualifications, and contact information for the person(s) responsible for receiving and resolving complaints.

–Although G&W has no material complaints on record, any complaint received by any method is thoroughly investigated by either of our company managers to reach a fair resolution. Our managers are Chris Yagerlener and Alex Silva and they have over 50 years of experience in the tow industry between them. They are both available at our office located at 965 W. 18th Street Costa Mesa, ca 92627 or by phone at 949-642-1252. If a complaint is received one of our managers will conduct interviews with all parties involved as well as gather available evidence (GPS reports, security footage) to get down to the facts of what happened. If a complaint is found to be credible the employee involved is dealt with appropriately depending on the complaint.

-Describe the manner in which the company will inform the City and the public of changes to policies and procedures. Include samples of any informational material the company would use. Describe the procedures for monitoring employee adherence to procedures, whether new or established.

–Any changes in policies will be communicated in writing to the City of Fountain Valley, and will be posted in our lobby for the public. The City would receive a letter on G&W letterhead similar to the one at the start of this proposal and a similar letter would be posted in our lobby for the public. Our employees are monitored daily and any policy changes are addressed at employee meetings and posted in our dispatch office. Our GPS enabled trucks allow management to monitor things like speed and driving habits to ensure safe driving.

-Describe in detail the manner in which the company intends to meet the reporting requirements of Exhibit "C" *Police Tow Policy Guidelines and Requirements*. Include a detailed description of the company's record keeping tools and methods. Describe any additional information the company is capable of recording that may be of use to Fountain Valley Police Department.

–We will meet the Police Department reporting requirements by using our computer systems storage reporting function as necessary to fully comply. Reports will be generated as required or as requested containing any information the police department requests. Our computer dispatch system can generate many data points relating to calls for service by the Police Department.

-Our vehicle storage software keeps records of all the data points listed in pages 18-20 of Exhibit "C" Tow Policies and Guidelines. Reports will be generated and turned in as required by the contract. Hard copies of records are available for inspection by the FVPD at any time. Office workers are also all trained and proficient in using our vehicle towing and storage software and can retrieve records quickly for FVPD at any time.

-Propose a method of receiving completed release forms electronically from Fountain Valley Police Department by the firm, if one is available.

–Releases can be received digitally by email to a designated email address we can provide. We are also able to receive releases by fax, internet or any other means if desired.

-Propose a method of delivering the monthly report of released vehicles to Fountain Valley Police Department electronically, if available.

–We are able to FAX, email, or hand deliver monthly reports if desired.

-Propose any informational or reporting enhancements the company is capable of providing. Example: secure web-based access to the company's inventory of vehicles towed and stored under this contract by Fountain Valley Police Department.

–We currently use computers for our information reporting requirements. Information is available 24 hours a day 7 days a week as needed. We are willing to fully cooperate with The Police Department request for share information if desired.

-Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, cost-effective operations or increased performance capabilities. In addition, the City will consider Proposals that offer alternative service delivery means and methods for the services desired.

–We currently use GPS tracking to position our trucks across various cities we serve to respond as quickly as possible to any call. Should we be selected by Fountain Valley we will position trucks across the city. We also constantly upgrade our fleet to utilize the newest trucks and technology. Because of this we are able to take advantage of improvements by manufacturers so our trucks run as efficiently as possible. We always look for ways to upgrade our efficiency and if we find a way to do that we implement that strategy immediately. We have a very modern fleet to keep up with strict emissions laws in California. All of our medium duty flatbed trucks are capable of hauling 2 vehicles at once. This allows G&W to run more efficiently, allowing 1 tow truck to do the work of 2 and keep costs down. We are also open to any suggestions the Police Department might have for improving our service.

5. Understanding project components:

-I believe the key components to this project are to provide quality quick service to the FVPD and the motoring public in a safe and efficient manner. And also to provide quality facilities that allow safe secure storage of vehicles and give the FVPD the space needed to store vehicles that may need further investigation. The protocols we have in place to accomplish these components revolve around staffing and security. We always have 3 drivers in the area of Fountain Valley in order to quickly service any calls that come up. If our 3 drivers in the area become busy we rotate more drivers into the area. Our security protocols stipulate that there is always one person minimum or site to monitor our building. If anyone attempts to break in to our facilities or get to a car that the police have a hold on we will know it immediately. Having someone onsite 24/7 also allows us to gather any info the Police Department may need immediately.

6. Quality Control:

-G&W Towing monitors our drivers response times via tracking software that tells us exactly how long it takes use to respond to calls for service. We monitor this info daily to make sure our drivers are showing up within our required response times. For our facilities we monitor them using 20+ security cameras to ensure our facilities are secure. We monitor and keep recordings or security footage so we can make sure nobody gains entry to our property without consent.

-Although it has not happened yet if we became aware that our response times were getting to high we would position additional drivers/trucks in the area to respond faster and bring our response times down. Again it has not happened yet but if we determined there was a problem with our lot security we would purchase additional

security equipment and consider any products or procedures in order to bring our lot security up to a satisfactory level.

7. References:

-Costa Mesa Police Department, 1981-present. Police directed towing and storage services. Contact: LT. Barnes 714-754-5125

-Newport Beach Police Department, 1980 to present. Police directed towing and storage services. Contact: Dep. Dir. Stafford 949-644-3650

-Irvine Police Department, 2018-present. Police directed towing and storage services. Contact: Officer Crones 949-724-7000 or Off. Hatfield 949-724-7261

-University of California Irvine Police Department, 2010 to present. Police directed towing and storage services. Contact: LT. Mahoney 949-824-4361

-California Highway Patrol, 1980-present. Police directed towing and storage services. Officer Sergio Rivera 714-338-5500 (please note CHP officers may not be permitted to give reviews)

-John Wayne Airport, 2009-present. Airport operations towing and storage services. Contact: Operations Officer Bill Mcdonald 949-252-5244

-Key personnel that have worked on the above project: Please see page 4 for additional info.

-G.W. Miller -Tyler Miller -Chris Yagerlener

-Alex Silva -Chuy Siller -Justin Yagerlener

The above personnel are longtime employees who have worked on all police towing contracts we have completed in the last 20 years.

Please see below for supporting documents for questions at the beginning of this proposal. Please reach out if additional information I needed. I don't see where financial capacity documents are requested but I can provide them if necessary. I can also send driver training certificates and insurance documents if necessary. Please contact me at tyler@gandwtowing.com or call 949-642-1252. Thank you for your consideration.

For Question A on page 4:

Please see below for a letter from the City of Costa mesa awarding G&W Towing a contract over 10 years ago. We have also been serving the City of Newport Beach, and CHP for over 10 years. More documentation can be provided if needed.

CITY OF COSTA MESA

CALIFORNIA 92628-1200 P.O. BOX 1200

FROM THE OFFICE OF THE CITY CLERK

March 5, 2009

Wayne Miller
G & W Towing
965 W. 18th St.
Costa Mesa, CA 92627

Dear Mr. Miller:

RE: Bid Item No. 1118

At the regular meeting held on Tuesday, March 3, 2009, the City Council approved the bid award to G & W Towing, for Formal Bid No. 1118, for police towing services, for a five (5)-year term with the option of renewing for three (3) additional one (1)-year terms.

A fully executed copy of the agreement is enclosed for your records.

Sincerely,

JULIE FOLCIK
City Clerk

JF:cl

cc: Debbie Casper, Purchasing Division
Sgt. Rob Sharpnack, Police Department
Thomas Hatch, City Manager Department

ITEM NO. VI-6

77 FAIR DRIVE
PHONE: (714) 754-5223 • TDD: (714) 754-5244 • www.ci.costa-mesa.ca.us

Please see below for page 4 question B:

Please see below for Minimum Requirements Question B: Must be owned by the current owner for a minimum of five years. This certificate is from 2008, but G&W Towing has been owned by the same owner continuously since 1970.

NCTO

A0674083

874053

CERTIFICATE OF AMENDMENT OF ARTICLES OF INCORPORATION

FILED
in the office of the Secretary of State
of the State of California
MAR 10 2008

The undersigned certifies that:

1. He is the president and the secretary, respectively, of 926 UNLIMITED, INC., a California corporation.

2. Article I of the Articles of Incorporation of this corporation is amended to read as follows:

The name of this corporation is:

G&W TOWING, INC.

3. The foregoing amendment of Articles of Incorporation has been duly approved by the board of directors.

4. The foregoing amendment of Articles of Incorporation has been duly approved by the required vote of shareholders in accordance with Section 902, California Corporations Code. The total number of outstanding shares of the corporation is 1000. The number of shares voting in favor of the amendment equaled or exceeded the vote required. The percentage vote required was more than 50%.

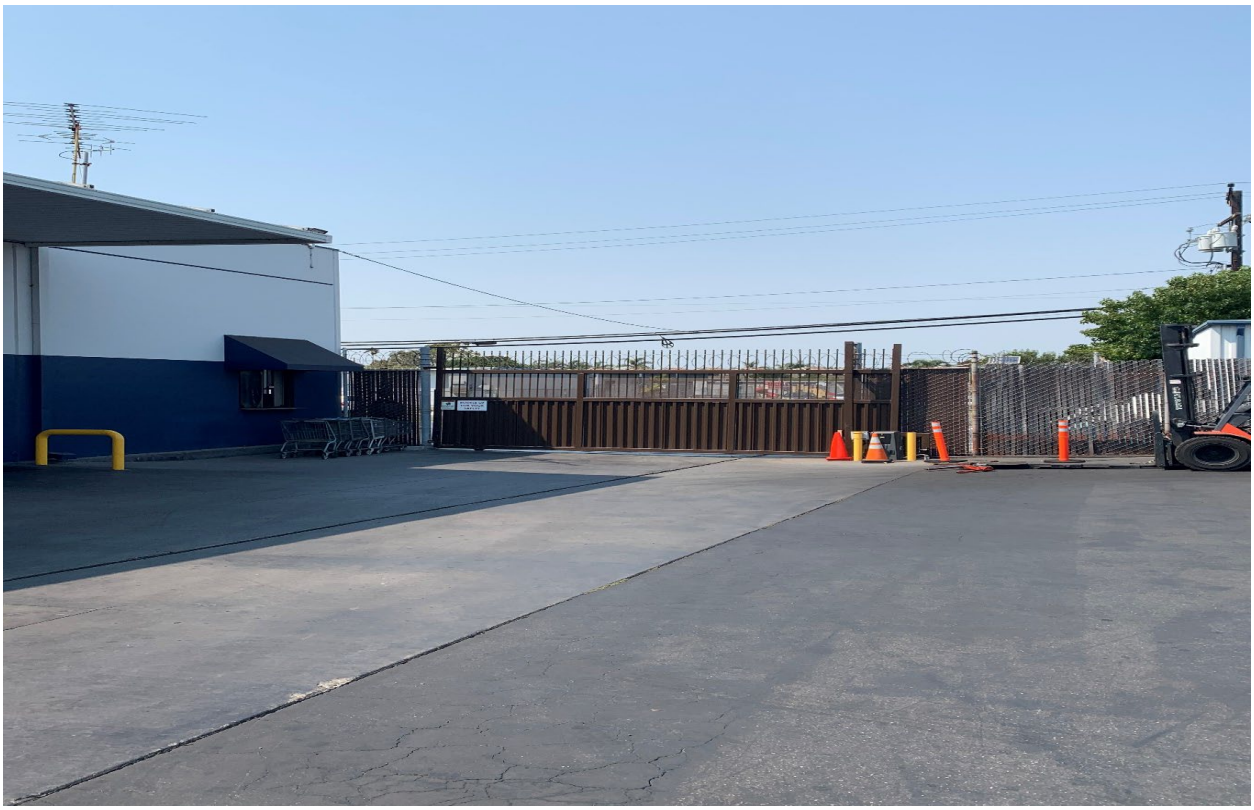
I further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of my own knowledge.

Date: March 6, 2008

G WAYNE MILLER, President and Secretary

Please see below for Minimum Requirements Question C: Must have the ability to store two vehicles inside approximately 500 square feet. This is a photo of our inside storage area which can hold approximately 20 vehicles.

Please see below for Minimum Requirements Question D: The open vehicle storage area shall be a minimum of five thousand square feet and shall be enclosed with a solid wall or a fence not less than six feet in height. The enclosure structure shall be provided with not less than one gate or door of adequate width and of a height equal to that specified above.



Please see below for Minimum Requirements Question E: Must have 24 hours a day access to inside storage. This is the original Conditional Use Permit for G&W Towing in 1990. This permit is still in use today and allows 24/7 operation.

CITY OF COSTA MESA

CALIFORNIA 92628-1200 P.O. BOX 1200

DEVELOPMENT SERVICES DEPARTMENT

May 31, 1990

G. Wayne Miller
G & W Towing, Inc
955 West 18th Street
Costa Mesa, CA 92627

RE: ZONE EXCEPTION ZE-85-99 CONDITIONAL USE PERMIT
AUTO TOWING USE 955 WEST 18TH STREET

Dear Mr. Miller:

As the above permit was due for review June 17, 1990, Staff inspected the subject site. The property has been found to satisfy the Conditions of Approval of the subject permit, and to be in compliance with applicable Ordinance requirements. In addition, no complaints have been received regarding the property or use. The subject permit is extended for an additional (2) two year(s), and will expire June 17, 1992. At that time, a further extension must be requested should you wish to continue the operation.

If you have any questions or concerns, please feel free to call Willa Bouwens-Killeen or myself at 754-5245 from 8 a.m. to 12 p.m Monday through Thursday.

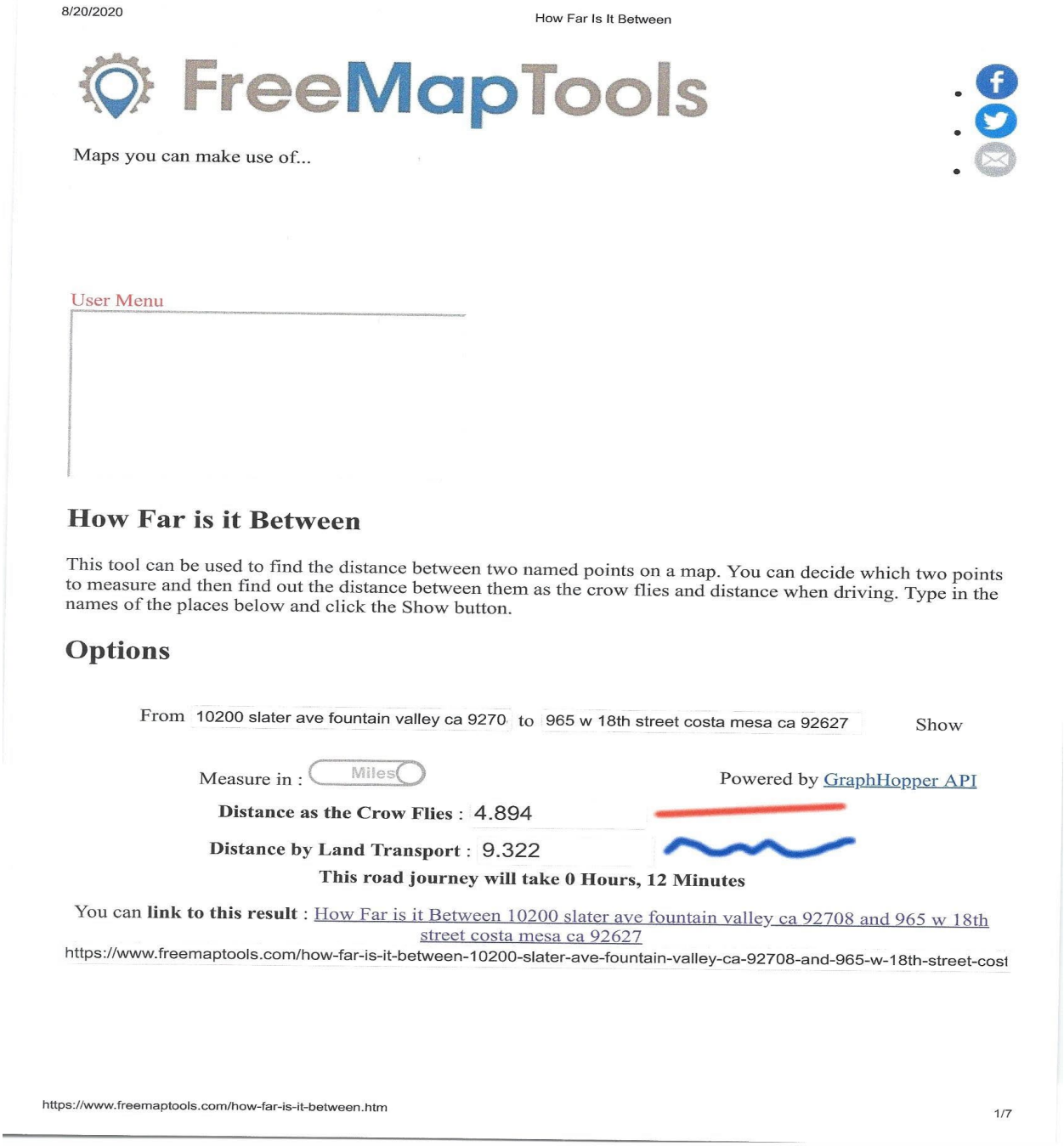
Sincerely,

Richard Welmers
Planning Intern

RW:gr(ZE8599.RW)

77 FAIR DRIVE
Building Division (714) 754-5628 • Code Enforcement/Business License (714) 754-5234 • Planning Division (714) 754-5245
FAX (714) 556-7508

Please see below for Minimum Requirements Question F: Business office must be located within a five (5) mile radius of Fountain Valley Police Department (10200 Slater Ave, Fountain Valley, CA 92708). G&W is located within a 5 mile radius of 10200 Slater Ave. Fountain Valley, Ca 92708. Below shows the straight line distance from our addres to the FVPD building.



8/20/2020 How Far Is It Between

FreeMapTools

Maps you can make use of...

User Menu

How Far is it Between

This tool can be used to find the distance between two named points on a map. You can decide which two points to measure and then find out the distance between them as the crow flies and distance when driving. Type in the names of the places below and click the Show button.

Options

From 10200 slater ave fountain valley ca 9270 to 965 w 18th street costa mesa ca 92627 Show

Measure in : Miles

Powered by GraphHopper API

Distance as the Crow Flies : 4.894

Distance by Land Transport : 9.322

This road journey will take 0 Hours, 12 Minutes

You can **link to this result** : How Far is it Between 10200 slater ave fountain valley ca 92708 and 965 w 18th street costa mesa ca 92627

https://www.freemaptools.com/how-far-is-it-between-10200-slater-ave-fountain-valley-ca-92708-and-965-w-18th-street-cost

https://www.freemaptools.com/how-far-is-it-between.htm 1/7

Transmittal Letter

To the Purchasing Officer for the City of Fountain Valley

Thank you for the opportunity to respond to this Request for Proposal. We are proud to qualify for this opportunity and are confident that the years of preparation we have invested in this contract will be evident in our response.

Southside Towing is located at 1643 Placentia Ave. Costa Mesa, it is owned and operated by David Padua.. In addition to the ownership of Southside Towing Costa Mesa, David Padua also owns Southside Towing Lake Forest, David Padua is deeply involved in the day-to-day operations of the business. It is not uncommon to see Dave on the front lines, dressed in uniform, responding to accident scenes, or providing services to the community. Professionalism and operational expertise are key to the success of the company.

In our proposal, you will find that our approach goes above and beyond the specified scope of work. We continuously strive for excellence and are committed to self-improvement. This dedication is reflected in the high-quality methods we implement. We are confident that our extensive experience and qualifications will meet and exceed your expectations.

Along with our proposal, we have included a detailed cost estimate, supported by sound financials that demonstrate the stability and capability of our company.

We look forward to a favorable response and the opportunity to contribute to the success of your city. Please do not hesitate to contact me directly at (949) 631-8698 if you have any questions or need further information.

Thank you once again for considering Southside Towing. We are eager to work with you and contribute to the success of your city.

Sincerely,
Legally authorized to bind as the proposer
Signature: *David Padua*

David Padua
Founder and Owner Since 2000
Southside Towing

Staffing Plan

1. Primary Staff to perform work under this agreement

Name	**Classification/Title/ Phone number/ call time**	**Years of Experience**
David Padua	Owner 949 289-4600 24 hrs	26
Donna Padua	Owner	26
Gerzon Lara	Costa Mesa Day Manager 714 862-9485	20
Fernando Hernandez	Lake Forest Day Manager 714 906-7744	16
Fernando Bassoco	Night Manager 949 357-5340	12
Linda Rodriguez	Day Office Manager 949 631-8698	17

2. Alternate Staff (for use Heavy Duty Recovery)

Name	**Classification/Title**	**Years of Experience**
Aliso Viejo Towing	Heavy Duty Recovery	29

Substitution or addition of Proposer's key personnel in any given category or classification shall be allowed only with prior written approval of the City Project Manager.

The Proposer may reserve the right to involve other personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the service required. Assignment of additional key personnel shall be subject to City Project Manager approval. City reserves the right to have any Contractor personnel removed from providing services to the City under this Agreement. The city is not required to provide any reason for the request for removal of any Contractor personnel.

Method of Approach:

We would like to express our sincere gratitude for the opportunity to respond to this RFP. We are honored to know that we qualify, and we hope that our years of preparation for this moment are evident. In this proposal, we will walk you through our approach, highlighting key elements such as our facilities, equipment, and staff. Additionally, we will outline the process for responding to a request for tow from the Fountain Valley Police Department Communication Center, bringing everything together.

Facilities Overview:

Southside Towing has three locations (1) 1643 Placentia Ave., Costa Mesa, CA 92627. The main facility has 42,000 square feet of outdoor storage with 1,300 square feet of indoor storage . (2) 1598 Placentia Ave., Costa Mesa, with 38,000 square feet of space overflow yard. (3) 2648 Newport Blvd. Costa Mesa. 21,000 square foot yard with a 5 bay garage inside storage. We can accommodate up to 27 vehicles within our inside storage.

Release Office and Operations:

Our Release Office is located at our Main Facility and is staffed 24 hours a day, 7 days a week. The office operates Monday through Friday from 8 a.m. to 5 p.m. and is closed to the public on City-recognized holidays. A sign is posted outside the office detailing our hours of operation and providing a contact number for after-hours services.

The waiting area is equipped with clear signage outlining our posted rates and business license. We offer both indoor and outdoor release windows to minimize wait times for vehicle owners. These windows are clear and not tinted, allowing for open and non-hostile interactions with clients. The waiting area, which spans 80 square feet, is monitored with audio and video surveillance to record all interactions. Signs are clearly displayed to inform visitors that all interactions are recorded. The space is clean, well-lit, and designed to represent the professionalism of the City and its contractor.

Evidence Room:

Within the Release Office, we have a fully secure Evidence Room designed to store vehicles and belongings with restricted access. The room is protected by a smart deadbolt that logs the time of entry and exit, notifying both the owner and managers. Prior to entry, visitors must sign in, and the room is monitored by surveillance cameras at all times.

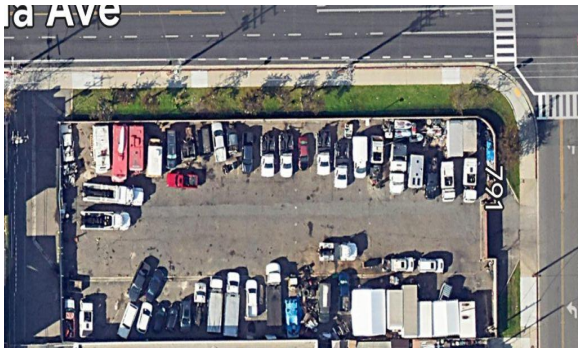
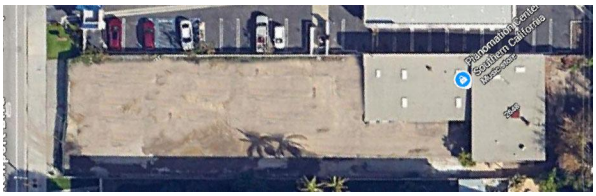
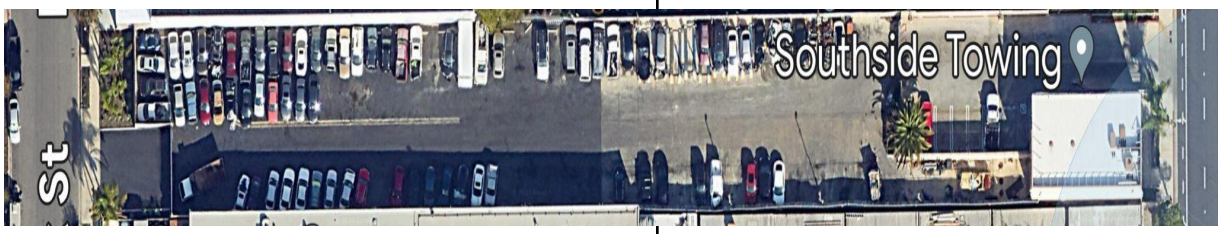
Measuring approximately 1,300 square feet, the Evidence Room is clean, free of any non-evidence-related vehicles or debris, and well-lit. The space is available for City staff at any time, at no additional cost, and for unlimited use.

Outside Storage Area:

Our Outside Storage Area spans approximately 38,000 square feet., We have ample capacity to safely, securely, and comfortably store more than 100 vehicles in this space. The area is illuminated by energy-efficient LED lights, which are controlled by a timer to ensure proper lighting after hours. Additionally, the area is under constant surveillance.

The perimeter of the Outside Storage Area is designed to discourage unauthorized access. The main gates stand 10 feet high, with an additional 2 feet of barbed wire and razor ribbon. The surrounding facility is protected by 8-foot-high block walls, with an additional 2 feet of barbed wire

and razor ribbon along the fence line. The gates are 9 feet high and also reinforced with razor wire. The area is well-maintained, clean, and free of debris, ensuring a professional appearance.

1598 Placentia ave Costa Mesa Overflow 	2648 Newport Blvd. Costa Mesa 
1643 Placentia ave Costa Mesa 	

2648 Newport Blvd. Costa Mesa

Inside storage

Equipment Overview and Method of Approach:

At Southside Towing, we recognize the City of Fountain Valley's specific requirements as outlined in the RFP, and we are committed to providing exceptional service that not only meets, but exceeds, these expectations. Our experience serving a wide range of clients has given us the ability to anticipate both articulated and unarticulated needs, and we are prepared to offer the same high level of service to the City of Fountain Valley.

Our fleet covers all towing needs: conventional tow trucks, flatbeds, medium-duty, and heavy-duty units. For specialized heavy recoveries — including rotator, heavy-duty, medium-duty, and landoll operations — we partner with Aliso Viejo Towing. Southside Towing maintains a versatile, comprehensive range of equipment to handle any situation, from light-duty to heavy-duty towing.

Operational Efficiency and Capabilities:

Our fleet of wheel lift tow trucks features advanced operational capabilities, with controls that allow the operator to lift vehicles directly from inside the cab. This feature is especially valuable for Police accounts, enabling our drivers to clear small, multi-vehicle accidents without the need for debris removal in under a minute. Many of our units also have external controls for additional versatility when required.

We ensure that all necessary documentation is provided promptly and accurately. For Fountain Valley Police Department-related tows, we offer customized invoicing templates that align with the City's specific requirements. These templates allow for easy tracking through reference numbers, ensuring full traceability for each vehicle towed. This system streamlines invoicing and provides transparency throughout the process.

Commitment to Service and Professionalism:

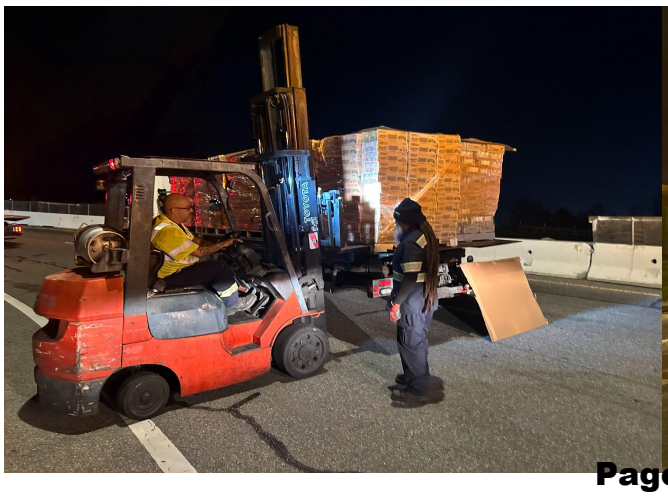
We understand that the City of Fountain Valley requires a towing partner that operates with both reliability and professionalism. Our units are clearly identified with our company's name, contact information, and address on white trucks with red lettering, ensuring clear visibility and accountability. This identification is part of our commitment to safety and transparency, both for public assurance and in compliance with local ordinances.

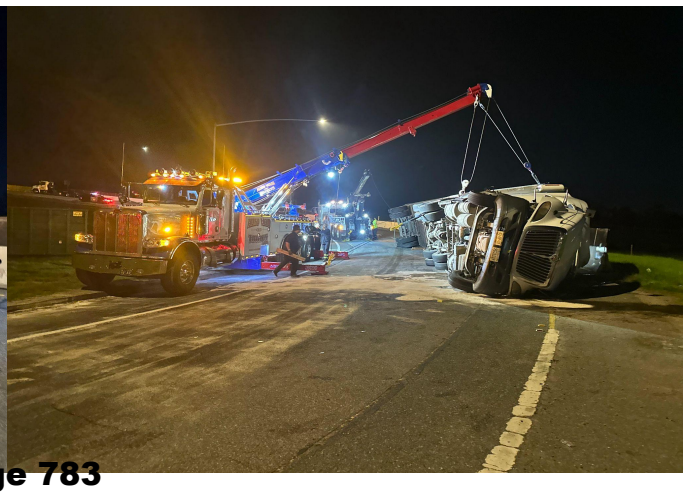
In conclusion, we are confident that Southside Towing's fleet, combined with our commitment to compliance, safety, and operational excellence, positions us to meet the needs of the City of Fountain Valley. We look forward to the opportunity to serve you and are available to discuss any further questions or provide additional information as needed.

At Southside Towing, we have cultivated a team of highly skilled professionals who are experts in their respective fields. While we encourage employees to specialize in their areas of expertise, we also promote versatility and critical thinking across all roles. Our leadership consistently communicates the broader vision of the company, ensuring that each team member understands our goals and objectives.

Every member of the Southside Towing team is fully aligned with the company's mission, recognizing that the expertise and knowledge gained within our organization set them apart as superior tow operators. Employees take pride in their professional growth, which is reflected in the high standard of work they deliver.

405 and Sand Canyon recovery with Southside Towing and Aliso Viejo Towing working together.



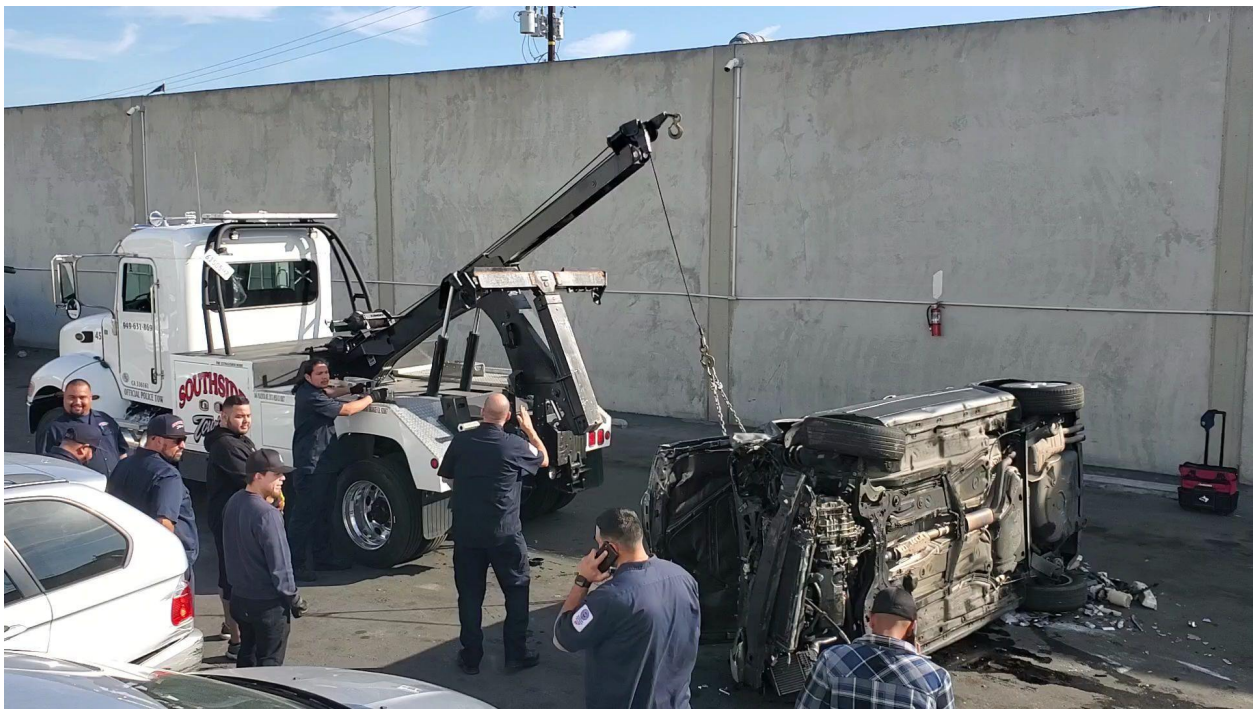


Tow Truck Driver's Training

Employee	Position	CTTA - Level 1 or GTI	CTTA - Level 7	MILLER INDUSTRY HD TRAINING & Wreck Masters	AAA- ROLL OVER	AAA - CUSTOMER SERVICE AND SAFETY	AAA - TECHNICAL	CHP - T.I.M
DAVID PADUA	OWNER	X	X		X	X	X	X
GERZON LARA	CM Manager	X	X		X	X	X	X
FERNANDO HERNANDEZ	LF Manager	X			X	X	X	X
FERN BASSOCO	NIGHT MANAGER	X			X	X	X	X
PETER SANDOVAL	DRIVER	X	X	X	X	X	X	X
MICHAEL MCCOY	DRIVER	X	X	X	X	X	X	X
CARLOS CORNEJO	DRIVER	X			X	X	X	X
JOSEPH JIMENEZ	DRIVER	X	X	X	X	X	X	X
CARLOS CASTRO	DRIVER	X			X	X	X	X
GABRIEL HUERTA	DRIVER	X			X	X	X	X
JACOB KELLY	DRIVER	X			X	X	X	X
TONY AXTON	DRIVER	X	X	X	X	X	X	X
SAM SAC	DRIVER	X			X	X	X	X
GUS PALACIOS	DRIVER	X			X	X	X	X
BAUDELIO PALAFOX	Night Supervisor	X			X	X	X	X

We are committed to the ongoing development of our staff, regularly certifying and recertifying employees through the industry's most advanced and widely recognized training programs. Below is a list of the certifications required for both operators and office staff to maintain continued employment:

CTTA Level 1 – Roll over training	Light Duty Operations. (Operators Only)
AAA OPLD – Roll over training	Light Duty Operations. (Operators Only)
AAA Technical Orientation	Light Duty Operations. (Operators Only)
AAA Highway Safety	Light Duty Operations. (Operators Only)
AAA Customer Service	All Personnel
HD Rigging & Recovery – Miller Ind. Wreck Masters	Heavy Duty Operations (Heavy Operators)
Gerard Training Institute	Light Duty Operations. (Operators Only)
CTTA Level 7 – Heavy Duty Cert	Heavy Duty Operations (Heavy Operators)
CHP – Traffic Incident Management	All Personnel



Dispatching Operations:

Southside Towing offers a reliable and efficient service with a comprehensive communication system in place to handle customer calls. The company operates with a web-based telephone system that ensures all three of its locations are simultaneously reachable. This system effectively mitigates issues during power outages or periods of high call volume, ensuring that calls are promptly answered without excessive delays. Additionally, the company utilizes caller ID functionality and the ability to assign special ringtones for priority calls, such as those from Fountain Valley PD, guaranteeing a swift response from dispatchers.

The office operates 24 hours a day, 7 days a week, with a highly skilled team ready to assist at any time.

Southside Towing's dispatching procedure is supported by proprietary software, which the company has secured exclusive regional rights to. This strategic partnership offers a competitive advantage, enhancing operational capabilities and benefiting clients with streamlined, effective service delivery.

Call Response:

Upon receiving a request from the Fountain Valley Police Department Communications Center, the primary objective of our dispatchers is to promptly input the relevant data into our system. This ensures that the request is routed efficiently to the most qualified technician available. At this stage, our dispatcher verifies that the selected technician is not only geographically the closest but also assigned to a fully equipped and operational truck. Both the dispatcher and technician are integral roles within our staffing plan.

For communication, we provide company-issued smartphones and utilize the Zello application, a 2-way radio tool known for its reliability and playback feature. This tool has proven invaluable, as it allows for reference to prior communications. Requests are then transmitted digitally through our business software.

Upon receipt of the request, the technician's smartphone will ring, and they are provided the option to either accept or decline the assignment. If accepted, the technician's phone is immediately directed to a Google Maps page, providing step-by-step directions along with an estimated time of arrival (ETA). The ETA, along with the technician's updated status, is transmitted back to dispatch in real-time. Should the ETA exceed the contractually stipulated time frame, the dispatcher is automatically notified.

As the technician arrives on site, the system automatically updates the status from "in route" to "arrived," based on GPS data, which is timestamped for tracking and reference purposes. At this point, the technician prioritizes assisting the officers on scene and will not begin any work until receiving explicit approval or instructions from the officer in charge.

During this time, the technician utilizes the company-issued smartphone to capture photographic evidence of the vehicle involved and document any pertinent details at the scene. This information is uploaded in real-time to our servers, ensuring that dispatch remains fully informed, even before the technician has communicated directly.

Once the vehicle is safely loaded and the scene is clear, the technician departs for the assigned destination. At this stage, the request status is updated to "In Tow." The driver refers to a rate sheet

located in the truck, which outlines all applicable rates. These rates are also pre-programmed into the business software for ease of reference.

The technician's destination is typically pre-established. Upon reaching the destination, generally the Main Facility for storage, the status updates to "Dropping." The technician is then instructed via the business software to take post-tow photographs and document the vehicle information for inventory purposes.

Inventory:

Southside Towing has established a detailed protocol for managing its vehicle inventory.

Each day, a list of vehicles currently in inventory and manually cross-references it to ensure all vehicles are accounted for. In the event of a missing vehicle, the first course of action is to promptly notify the registered owner. Subsequently, the next step involves reviewing video surveillance footage to determine the circumstances surrounding the vehicle's absence.

If it is determined that a theft has occurred, immediate contact is made with the local police department to file a stolen vehicle report. Fortunately, this scenario has never had to be fully executed. However, in instances where errors arise—such as a vehicle being released without proper inventory updates—the team takes swift action to rectify the situation.

Personal Belonging Theft:

In the event that personal belongings are reported missing, pre-tow photographs are examined to determine if the items were present before the vehicle was towed and if they are indeed missing. The next step involves reviewing video footage to ascertain whether the vehicle was tampered with during its time in inventory. Additionally, the GPS report for the towing truck is analyzed to confirm that no unauthorized stops were made. A statement is obtained from the driver who towed the vehicle, and an incident report is generated. The driver's name is logged in the system to flag any previous incidents for future reference.

Regarding the missing items, their value is assessed collaboratively by both the company owners and the vehicle owner. The police department that authorized the tow is notified of the situation, and the vehicle owner is compensated for the missing property.

In cases where damage occurs during towing, either in transit or at the storage facility, a similar process is followed to investigate the issue and reach a resolution that is fair and satisfactory to all parties involved.

Private Property Damage:

When private property is damaged, both the property owner and the company are promptly notified by the driver and their supervisor. A thorough review of the facts is conducted to ensure a resolution that satisfies all parties involved.

In the event of a complaint, an incident report is created within our business software, and all relevant personnel and parties are promptly notified. The incident report form guides employees through the process of receiving and documenting complaints, with key questions to be answered before they can proceed to the next step in the system. Upon receipt of a complaint, we assess its validity and conduct a detailed investigation to uncover the facts. Complaints are handled on a

case-by-case basis, with the severity of each issue taken into account. Regardless of the nature of the complaint, documentation is always maintained to ensure transparency and accountability.

Southside Towing: Procedures for Vehicle Storage and Release:

At Southside Towing, we implement a range of procedures designed to protect our customers' privacy while ensuring compliance with legal requirements. These procedures apply specifically to services provided "In Yard" and are executed on a case-by-case basis. A core principle is that we do not permit access to unauthorized parties. Access to any vehicle or its contents is only granted with the explicit consent of the Registered Owner (RO) of the vehicle.

Property Release:

A property release occurs when the Registered Owner (RO) wishes to retrieve items from their vehicle. Only lose personal items may be removed; disassembling the vehicle is not permitted unless authorized by the relevant law enforcement agency. The procedure for property release is as follows:

A. **Proof of Ownership:** Establish proof of ownership or the right to access the vehicle.

B. **Tow Report Review:** The Tow Report, provided by the police officer at the time of tow, will be reviewed. The vehicle may be held as evidence or subject to other conditions set by the arresting officer. In some cases, a Property Release form from the police may be required.

C. **Inventory Documentation:** A detailed inventory of the items removed will be taken and documented.

D. **Record of Release:** All details of the property release will be documented for future reference.

Viewing the Vehicle

The RO may request to view their vehicle and take photographs. However, access to other vehicles in the storage area is strictly prohibited. Materials for protective measures, such as covers, may be brought by the RO. The procedure mirrors that of a property release:

A. **Proof of Ownership:** Proof of ownership or right to access the vehicle must be established.

B. **Tow Report Review:** The Tow Report will be examined to confirm the vehicle’s status.

Lien Process:

If a vehicle is not retrieved within 72 hours, the lien process will commence. Southside Towing is fully compliant with applicable vehicle code sections (CVC 9800 through 9808, 22851(a) through 22856) and California Civil Code (Sections 3067 through 3074) concerning lien sales. Additionally, Southside Towing adheres to CVC 10652, which mandates reporting of vehicles stored for 30 days upon request by a police officer.

Vehicle Release:

When the RO comes to retrieve their vehicle, the following procedure is observed:

A. **Proof of Ownership:** The RO must provide the required documentation proving ownership or their right to access the vehicle.

B. **Tow Report Review:** The Tow Report will be examined to verify the circumstances surrounding the tow.

C. **Release Information:** Information such as tow time, reason for the tow, and applicable fees will be provided to the RO.

D. **Document Copying:** Identification and all other relevant documents will be photocopied.

E. **Fee Collection:** All applicable fees must be collected at the time of release.

F. **Record of Release:** Release details, including all documentation and payment information, will be recorded and the vehicle will be removed from the inventory system.

G. **Pre-release Photographs:** If necessary, pre-release photographs of the vehicle will be taken.

H. **Escorting the RO:** The designated driver will be escorted to the vehicle and allowed to drive it out of the yard.

System Tracking and Documentation

Southside Towing utilizes advanced software to track all procedures, from property releases to vehicle releases and payments. The system ensures that all activities are accurately documented and stored for record-keeping.

We offer secure web access to our system, allowing Fountain Valley Police Department (PD) staff to upload and access vehicle information. Additionally, our system can accept PDF documents via email, which are then stored with the vehicle's file indefinitely.

Monthly reports can be generated and sent directly to a designated email address, and physical records are available for inspection by the Fountain Valley PD at any time. Southside Towing is committed to full transparency and collaboration with local law enforcement agencies, ensuring that all records are maintained and accessible as required.

Qualifications:

At Southside Towing, we believe that our success is driven by three key factors: our exceptional team, state-of-the-art tools and equipment, and our modern facility.

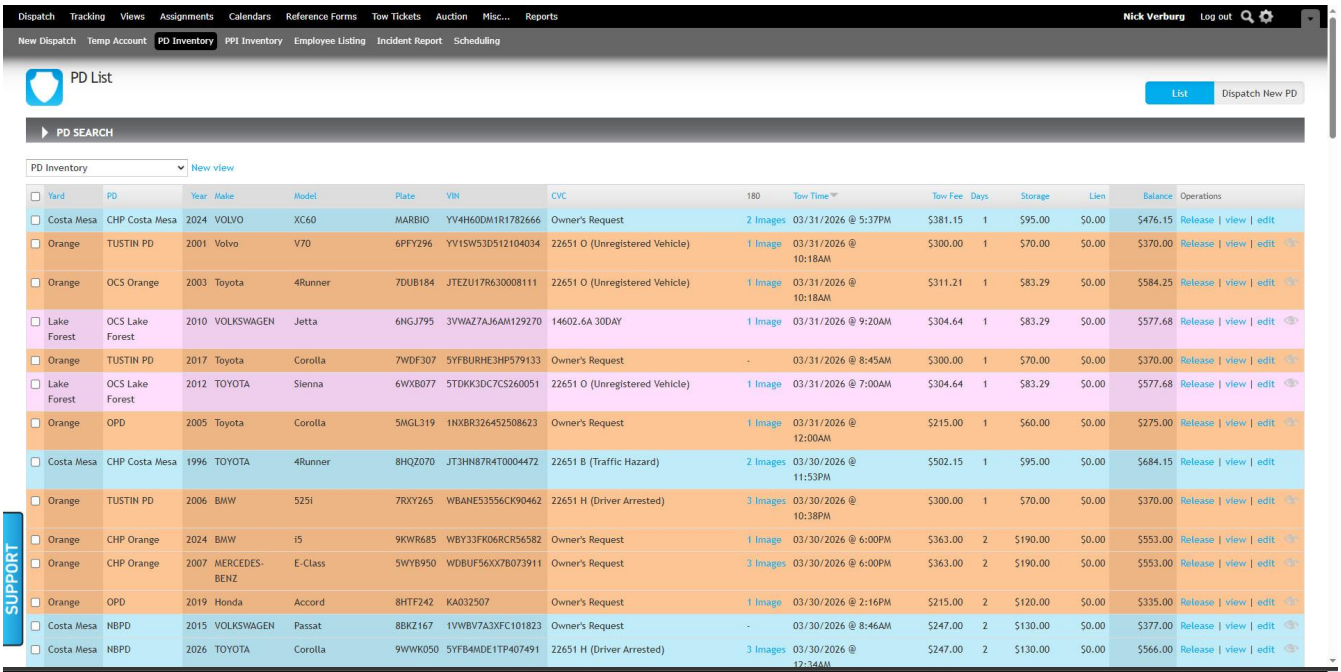
We take great pride in assembling a skilled and qualified team by hiring highly intelligent and capable individuals who are continuously educated and/or certified. Southside Towing is dedicated to hiring the best drivers in the industry, offering competitive compensation to attract top talent. Our rigorous hiring process is designed to ensure we bring on individuals who align with our high standards. This process includes drug screenings, reference checks, criminal background checks through Hire Right and the Department of Justice, and multiple interviews. Our team members are not only highly motivated and skilled, but also experienced and long-tenured employees, many of whom are highly decorated in the industry. They are equipped to handle any towing situation with the utmost professionalism, ensuring prompt and efficient service at any moment’s notice.

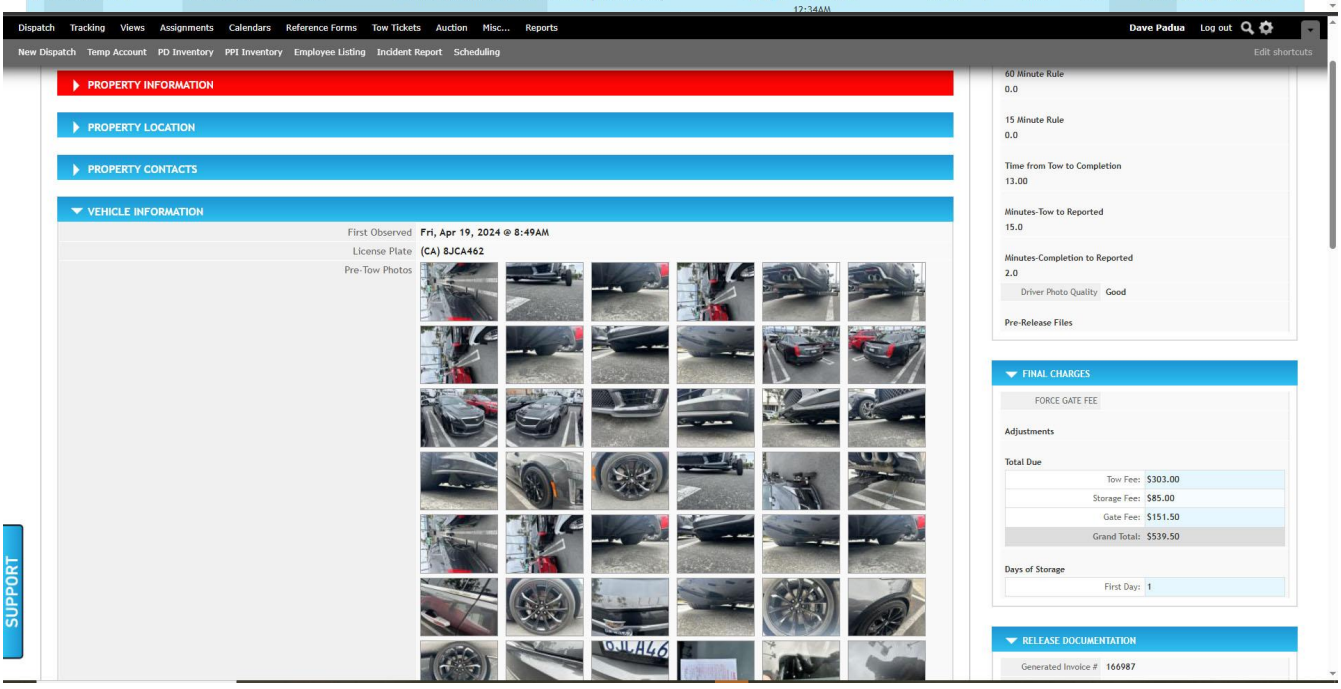
Regarding our tools and equipment, Southside Towing boasts a comprehensive fleet designed to meet the diverse needs of the towing industry. We maintain a variety of trucks to cover all towing requirements. The fleet includes conventional or wheel-lift trucks, flatbed carriers, and heavy/medium-duty trucks. To provide continuous, reliable service, we have ensured our fleet covers a wide range within these basic truck categories.

For this project, Southside Towing operates a fleet of 73 trucks, including a diverse mix of vehicles suitable for all towing scenarios. Additionally, our fleet includes specialized vehicles, such as a 4-axle heavy-duty rotator, 4-axle 50 ton heavy-duty, 3-axle 35 ton heavy-duty, (2) 3-axle 20 ton heavy-duty, (1) 2-axle 16 ton medium-duty, (1) 2-axle 12 ton medium-duty trucks, and a 3-axle Landoll tow truck, capable of performing heavy-duty rollover recovery operations on and off highways. Our equipment is engineered to handle a wide variety of challenging situations with efficiency and reliability.

To complement our equipment, Southside Towing utilizes the most advanced towing software available, providing exclusive regional access to cutting-edge technology. Our highly customizable software allows us to offer our clients unique features such as tailored reporting and web access portals. City staff can be granted individual usernames and passwords for 24/7 access to our inventory, photos, and data. The system generates automated alerts with PDF-style reports that are easily printable and shareable. For example, City staff can receive alerts containing detailed service information for each tow, including pre- and post-two photos, metadata, GPS data, pricing, quotes, and internal documentation. All data is uploaded in real-time, with timestamps and GPS information, ensuring complete transparency and accuracy. Our system is sophisticated enough to handle itemized invoices and other complex data needs with ease, ensuring our clients receive detailed, accurate, and readily accessible information at all times.

At Southside Towing, we pride ourselves on providing unparalleled service through the combination of a highly skilled team, cutting-edge equipment, and advanced technology that supports both operational efficiency and client transparency.





Experience:

Southside Towing is a highly versatile and professional towing company, demonstrated by our diverse fleet, the quality of our equipment, and, most importantly, the wide-ranging clientele we serve. Our ability to cater to a variety of needs underscores our commitment to agility, transparency, security, and courtesy.

We are proud to partner with the Auto Club of Southern California (AAA), providing consensual towing services. AAA, known for its exceptional customer service, relies on our prompt and professional response to assist motorists. As part of their contractor team, we contribute to maintaining their outstanding reputation for service excellence.

In addition to our work with AAA, Southside Towing has extensive experience in rotational towing and is actively involved in several police towing rotations. Our strong relationships with law enforcement agencies and our proven track record reflect our expertise in meeting a range of towing requirements and upholding the standards set by our existing service agreements.

Our commitment to quality service extends to local businesses as well, including diesel repair shops such as Tom's Truck Center, Waste Management, Enterprise/Penske Big Truck Rentals, The Gas Company, PepsiCo, and others. We assist these clients when their heavy-duty vehicles experience breakdowns, ensuring timely and efficient service.

Furthermore, The Costa Mesa Police Department, Newport Beach Police Department, Orange County Sheriff's Department, and the Orange Police Department hold Southside Towing in high regard for our professionalism. As a result, we are often the first company they recommend for private property impounds. While private property impounds are not our primary focus, we are well-versed in California Vehicle Code 22658 and provide this service as part of our broader offerings. Our main areas of expertise are law enforcement support and roadside assistance.

Community And Charity Work

At Southside Towing, one of our core values is giving back to the community. During the holiday season and throughout the year, we participate in many charitable events. The following is just a few examples of the events Southside Towing has participated in on an annual basis:

Children's Hospital of Orange County (CHOC): Southside Towing hosts the Orange County Fair's Police vs. Fire Chiefs RV Demolition Derby and City Council Figure 8 Race, with the primary objective of raising funds for CHOC. This unique event invites local police and fire chiefs to participate in a demolition derby to generate financial support for the hospital. In 2025, Southside Towing

successfully raised over $63,000 for this cause, with the amount continuing to grow each year. Over the past 12 years, our efforts have contributed over $500,000 to CHOC, the Susan G. Komen Foundation, and the Fallen Officers Fund.

Southside Towing remains committed to supporting these important causes and making a positive impact in the community.

In 2025 David Padua was named Partner of The Year by Costa Mesa Fire and in 2026 David Padua was named Partner of The Year by Costa Mesa Police Department.

Company Policy on Employee Training and Certification

Training During Background Clearance Waiting Period:

Employees commence their training during the waiting period for background clearance. They are provided with reading materials and workbooks, which cover essential safety procedures. Employees are expected to review these materials and complete the associated questionnaires and workbooks prior to being scheduled for active duty. Once the employee has successfully cleared criminal background checks from three separate agencies, including two public agencies and AAA, they will proceed to the next phase of the onboarding process.

Company Orientation:

Upon clearance, employees enter the company orientation phase. During this period, new hires are paired with a seasoned Southside Towing employee for a duration of one to two weeks. This hands-on orientation allows the new employee to gain exposure to real-world situations, including safety procedures, technical operations, scene management, customer service, and an understanding of the company culture. Following the completion of this one- to two-week orientation, the employee will begin the process of obtaining third-party certifications.

Third-Party Certifications:

At this stage, approximately 4 to 6 weeks into the employee's tenure, the company will invest in formal certifications to further the employee's professional development. The employee is assessed and deemed ready to complete and/or renew the necessary certifications. Southside Towing partners with reputable third-party organizations to provide these certifications, including the California Tow Truck Association (CTTA), Auto Club of Southern California (AAA), and the California Highway Patrol's Traffic Incident Management (TIM) program.

The following certifications are included in this phase:

A. Customer Service, Highway Heroes Have Heart – Provided by AAA
B. Technical Orientation – Provided by AAA
C. Operations Light Duty (Roll Over) – Provided by AAA
D. Vehicle Unlock – Provided by AAA
E. Wreck Master Levels 1 through 7 – Provided by CTTA
F. Traffic Incident Management (TIM) – Provided by the CHP
G. Gerard Training Institute (GTI) – Provided by the CHP

This structured training and certification process represents the initial formal training that new hires will receive. Going forward, employees will continue to be guided by our web application, which supports them in managing daily operations and completing transactions.

Key Employee Brief Profiles

KEY PERSON: DAVID PADUA - OWNER

Mr. Padua, Owner and Operator, brings a wealth of experience and expertise to the automotive and towing industries. He began his career working in body shops, ultimately opening his own shop, Body Line, in Brea, where he operated from 1993 to 1995. This hands-on experience provided him with a deep understanding of both automotive repair and customer service.

During this period, Mr. Padua also became familiar with the towing industry, observing the growth of several small companies into successful enterprises. Building on this knowledge, he ventured into the retail sector, opening and managing six Max Muscle stores from 1995 to 2003. His leadership and management abilities, coupled with his business acumen, were instrumental in his success in retail, where he developed a strong customer base, including numerous law enforcement professionals. Encouraged by these clients, Mr. Padua expanded into the towing industry, founding Southside Towing in 2000.

As the owner and operator of Southside Towing, Mr. Padua plays a central, hands-on role in ensuring the business operates smoothly and efficiently. He oversees all aspects of the company, with a focus on delivering the highest level of service. His certifications include Auto Club Roll Over Operations and Safety Procedures, CTTA Heavy Duty Towing and Recovery, and he is cleared and certified by the California Highway Patrol, Orange Police Department, Costa Mesa Police Department, Newport Beach Police Department, and the Orange County Sheriff's Department.

KEY PERSON: Fernando Bassoco – Night Manager, all Southside Towing offices

Mr. Bassoco has been a dedicated professional in the towing industry for over ten years, with extensive experience at Southside Towing. He holds a Class A (Heavy Duty Certified) designation and is certified in Auto Club Roll-Over Operations and Safety Procedures. Additionally, Mr. Bassoco is fully cleared and certified by the California Highway Patrol, the Orange Police Department, and the Orange County Sheriff's Department. In his role as Night Manager, he oversees the operations of all offices, ensuring smooth and efficient service.

Key Person: Gerzon Lara - Costa Mesa Day Manager

Mr. Lara has dedicated 15 years to the towing industry, with extensive experience at Southside Towing. He holds a Class A certification, including endorsements for doubles, triples, and tankers. Additionally, Mr. Lara has earned certifications from the California Tow Truck Association (CTTA) at Level 1 and Auto Club Roll-Over Operations and Safety Procedures. He is also fully cleared and certified by the California Highway Patrol, Orange Police Department, and Orange County Sheriff's Department. Currently, he serves as the Day Manager at our Costa Mesa office, bringing a wealth of expertise to the role.

Key Person: Fernando Hernandez – Lake Forest Day Manager

Mr. Hernandez has been a dedicated member of Southside Towing since 2015 and brings with him 19 years of experience in the towing industry. He is responsible for overseeing the daily operations of the Lake Forest yard, including managing reports, utilizing Orange County Sheriff's software, and addressing any complaints or concerns. With a strong focus on safety, Mr. Hernandez is committed to implementing and enforcing safety protocols throughout the operation. Additionally, he plays a pivotal role in managing the vehicle inventory and maintaining the accuracy of our database.

Key Person: Anthony Axton – Orange Day Manager

Mr. Axton brings 16 years of experience to the towing industry, with the past 10 years dedicated to his role at Southside Towing. He holds a Class A (heavy-duty) certification and is qualified to operate vehicles with doubles, triples, and tankers. Mr. Axton has completed advanced training through Miller Industries Heavy Duty Recovery and Rigging, as well as CTTA Heavy Duty Towing and Recovery. Additionally, he is certified by the California Highway Patrol, Orange Police Department, and Orange County Sheriff's Department. As our Heavy Duty Lead Technician, he oversees large-scale recovery operations and manages complex recovery projects when called upon by public agencies.

City of Fountain Valley
Official Police Impound and Garage Towing Service Contract
Contract # _____

THIS CONTRACT is made and entered into on **July 1, 2026**, by and between the City of Fountain Valley (" City"), a municipal corporation, and G & W Towing, a corporation, towing garage and impound service, having its principal place of business at *965 W 18th Street Costa Mesa, CA 92627* (" Contractor").

WHEREAS, the City of Fountain Valley and the Fountain Valley Police Department desire to engage the services of an official police impound and garage towing service; and

WHEREAS, Contractor desires to provide official police impound and garage towing services to the City of Fountain Valley; and

WHEREAS, Fountain Valley Municipal Code Section 4. 85. 010 provides that the designation " official police impound and garage and towing service" shall be awarded by the Chief of Police upon recommendation of the Traffic Bureau based on findings of public need from among meritorious applications; and

WHEREAS, the Chief of Police of the Fountain Valley Police Department, upon recommendation of the Traffic Bureau, finds a public need to engage the services of Contractor for a five- year period in accordance with Chapter 4. 85 of the Fountain Valley Municipal Code; and

WHEREAS, the City does recover certain fees directly related to towing operations in compliance with Vehicle Code Section 12110(b); and

WHEREAS, the City does hereby further desire to enter into a mutual arrangement for Contractor' s storage facilities in which City shall provide services in exchange for certain compensation that will pay for its administrative costs; and

WHEREAS, a City is authorized to operate its own impound yard pursuant to the authority of Vehicle Code Section 22850; and

NOW, THEREFORE, in consideration of the promises and agreements hereinafter made and exchanged, City and Contractor mutually agree as follows:

1. **Scope of Work**.

   A. Contractor agrees to provide official Police impound and garage towing services (" Services") for the City of Fountain Valley as requested by the Fountain Valley Police Department and in accordance with the provisions of the Fountain Valley Municipal Code, including Chapter 4. 85, as the same may be amended from time to time.

Contractor agrees to keep fully informed and agrees to comply with all existing and future state, county and city laws affecting the towing and storage of vehicles.

B. Contractor is in need of City services related to its storage facility, and City is willing to provide those services in exchange for certain compensation related thereto and in lieu of City operating its own storage facility. Towards that end, City agrees to provide inspection services of the facility to ensure that it is operated in accordance with State Law and will assist in processing paperwork necessary for the storage and disposition of cars. Additionally, City agrees to provide certain accounting services related to the storage operation. Contractor agrees to allow City access to the storage facility to perform those services subject to reasonable advance notice.

2. **Compensation**

A. As compensation for the above, Contractor shall be compensated by the registered or legal owner or representative in accordance with the rates as described in Exhibit A.

B. As compensation for the services provided by the City, the City of Fountain Valley shall receive 50% of all storage fees collected by the Contractor for all vehicles impounded by the Police Department under California Vehicle Code Section 14602. 6(a)(1). The City shall also receive 50% of all gross receipts for vehicles impounded under CVC 14602. 6(a)(1), which are subsequently sold or transferred to another party pursuant to a lien sale. These fees shall not include costs designated as a lien processing fee, which fee is charged by the contractor to recover costs it incurs from the private lien sale company they employ. Vehicles impounded by the Police Department as evidence holds shall be permitted a forty-eight (48)-hour grace period in which no fees are charged. After the forty-eight (48)-hour grace period, billing for evidence holds will be limited to no more than sixty (60) days of storage.
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The Contractor shall remit these monies directly to the City on a monthly basis to the following address:

City of Fountain Valley
Attention: Accounts Payable
P. O. Box 8030
Fountain Valley, CA 92708

The Contractor, with assistance from the City, shall keep complete and accurate records of all vehicles impounded at the request of the City and shall include the amount of charge on each vehicle. The report shall list the number of vehicles impounded at the request of the City that are sold through lien sale. The Contractor shall provide a monthly report to the Chief of Police or his designee within thirty calendar days after the end of each month containing the above information. The report shall be limited to vehicles impounded in the City.

The Contractor and the City shall maintain records of the times that calls for service are received, dispatched and the times the tow vehicles arrive on scene. The record system should be adequate to provide an inquiry with the following information: Locate vehicles from license plate only if the make, model, color, date and location of impound are unavailable.

The tow rates and storage fees for the City of Fountain Valley Official Police Tow Services are based on rates for comparable services from surrounding cities and their tow service providers. These rates may be reviewed annually on June 1 of each year. The Contractor must notify the Chief of Police or his designee in writing of any tow rate and storage fee increase request. The Fountain Valley Police Department will verify any increases are comparable to prevailing rates for comparable services in surrounding cities. Any disputes will be reconciled through a meeting between the Chief of Police or his designee and the Contractor owner. If the rate and the fee increases are verified, the new rates will take effect on July 1. In the event changes in State Law impact the storage and impound authority given to the Police, the provisions of this contract will be renegotiated.

3. **Term**.
   Designations as official police impound and garage and towing service shall be valid for five years, unless revoked sooner by the Chief of Police. Because the existing contract with the Contractor began July 1, 2026, this designation shall expire on June 30, 2031, in accordance with Fountain Valley Municipal Code Section 4. 85. 010.

4. **Independent Contractor**.
   Contractor' s relationship to the City shall be that of an Independent Contractor. Contractor shall have no authority, expressed or implied, to act on behalf of the City as an agent or to bind the City to any obligation whatsoever, unless specifically authorized in writing by the City, as provided in the Fountain Valley Municipal Code. Contractor shall be solely responsible for the performance of any of its employees, agents or subcontractors under this Contract. Contractor shall report to the City any and all employees, agents and contractors performing work in connection with this Contract, and all shall be subject to the approval of the City. The City shall not make any federal or state tax withholdings on behalf of Contractor. The City shall not be required to pay any Workers' Compensation insurance on behalf of Contractor. Contractor agrees to indemnify the City for any tax, retirement contribution, including any contribution to the Public Employees Retirement System (PERS), social security, overtime payment or Worker' s Compensation payment which the City may be required to make on behalf of Contractor or any employee of Contractor, or any employee of Contractor construed to be an employee of City, for work done under this Contract.

5. **Non- Discrimination**.
   Contractor agrees not to unlawfully discriminate in the employment of persons based on disability, race, color, national origin, ancestry, sex, sexual orientation or religion. A violation of this provision will subject Contractor to all of the penalties imposed by law. All facilities shall comply with the Americans with Disabilities Act and all other applicable disabled access laws.

6. **Indemnification**.

Contractor shall be responsible for any damage to persons or property arising in connection with its performance of services rendered pursuant to this Contract. Contractor shall indemnify, defend, protect, and hold harmless the City and its officers, officials, employees, agents, and volunteers (" indemnities") from and against any and all causes of action, claims, liabilities, obligations, judgments or damages, including reasonable attorneys' fees and costs of litigation ("claims"), arising from Contractor' s activities in the performance of the services under this Contract, including the terms of this contract, excepting only those actions, claims, liabilities, obligations, judgments or damages arising out of the sole negligence of the City indemnities. In the event the City indemnities are made a party to any action, lawsuit or other adversarial proceeding alleging negligent or wrongful conduct on the part of the Contractor:

A. The Contractor shall provide a defense to the indemnities with attorneys reasonably acceptable to the City or at the City' s option reimburse indemnities their costs of defense, including reasonable attorneys' fees, incurred in defense of such claims, and
B. The Contractor shall promptly pay any final judgment or portion thereof rendered against the indemnities.

7. **Insurance.**
   See Exhibit B for Specifications.
8. **Assignments.**
   No assignment by the Contractor of this Contract or any part hereof, or of funds to be received hereunder, will be recognized by the City unless such assignment has had prior written approval and consent of the City.

9. **Notices.**
   The parties hereto agree that all formal notices required by this Contract may be provided to the following persons at the following addresses by sending the same by certified or registered mail as follows:

City: Chief of Police
City of Fountain Valley
10200 Slater Avenue
Fountain Valley, CA 92708

Contractor: G & W Towing_____
Attn: Ty Miller_____
965 W. 18th Street_____
Costa Mesa, CA 92627_____

10. **Effect of Invalidity**.
    The invalidity in whole or in part of any provision hereof shall not affect the validity of any other provision.

11. **Gratuities**.

Contractor warrants that neither it nor any of its employees, agents or representatives has offered or given any gratuities to City's employees, agents or representatives with a view toward securing this Contract or securing favorable treatment with respect thereto.

12. **Authority**.
Each person signing this Contract warrants that they have the legal authority to sign on behalf of the entity they represent.

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

ATTEST:

CITY OF FOUNTAIN VALLEY

_____

Rick Miller, City Clerk

_____

Jim Cunneen, Mayor

APPROVED AS TO FORM:

CONTRACTOR;

_____

Attorneys for the City

_____

City of Fountain Valley
Official Police Impound and Garage Towing Service Contract
Contract # _____

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WHEREAS, the City does recover certain fees directly related to towing operations in compliance with Vehicle Code Section 12110(b); and

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   Contractor' s relationship to the City shall be that of an Independent Contractor. Contractor shall have no authority, expressed or implied, to act on behalf of the City as an agent or to bind the City to any obligation whatsoever, unless specifically authorized in writing by the City, as provided in the Fountain Valley Municipal Code. Contractor shall be solely responsible for the performance of any of its employees, agents or subcontractors under this Contract. Contractor shall report to the City any and all employees, agents and contractors performing work in connection with this Contract, and all shall be subject to the approval of the City. The City shall not make any federal or state tax withholdings on behalf of Contractor. The City shall not be required to pay any Workers' Compensation insurance on behalf of Contractor. Contractor agrees to indemnify the City for any tax, retirement contribution, including any contribution to the Public Employees Retirement System (PERS), social security, overtime payment or Worker' s Compensation payment which the City may be required to make on behalf of Contractor or any employee of Contractor, or any employee of Contractor construed to be an employee of City, for work done under this Contract.

5. **Non- Discrimination.**
   Contractor agrees not to unlawfully discriminate in the employment of persons based on disability, race, color, national origin, ancestry, sex, sexual orientation or religion. A violation of this provision will subject Contractor to all of the penalties imposed by law. All facilities shall comply with the Americans with Disabilities Act and all other applicable disabled access laws.

6. **Indemnification.**

Contractor shall be responsible for any damage to persons or property arising in connection with its performance of services rendered pursuant to this Contract. Contractor shall indemnify, defend, protect, and hold harmless the City and its officers, officials, employees, agents, and volunteers (" indemnities") from and against any and all causes of action, claims, liabilities, obligations, judgments or damages, including reasonable attorneys' fees and costs of litigation ("claims"), arising from Contractor' s activities in the performance of the services under this Contract, including the terms of this contract, excepting only those actions, claims, liabilities, obligations, judgments or damages arising out of the sole negligence of the City indemnities. In the event the City indemnities are made a party to any action, lawsuit or other adversarial proceeding alleging negligent or wrongful conduct on the part of the Contractor:

A. The Contractor shall provide a defense to the indemnities with attorneys reasonably acceptable to the City or at the City' s option reimburse indemnities their costs of defense, including reasonable attorneys' fees, incurred in defense of such claims, and
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   No assignment by the Contractor of this Contract or any part hereof, or of funds to be received hereunder, will be recognized by the City unless such assignment has had prior written approval and consent of the City.

9. **Notices.**
   The parties hereto agree that all formal notices required by this Contract may be provided to the following persons at the following addresses by sending the same by certified or registered mail as follows:

City: Chief of Police
City of Fountain Valley
10200 Slater Avenue
Fountain Valley, CA 92708

Contractor: Southside Towing
Attn: David Padua_
643 Placentia Ave
Costa Mesa, CA 92627

10. **Effect of Invalidity**.
    The invalidity in whole or in part of any provision hereof shall not affect the validity of any other provision.

11. **Gratuities**.

Contractor warrants that neither it nor any of its employees, agents or representatives has offered or given any gratuities to City's employees, agents or representatives with a view toward securing this Contract or securing favorable treatment with respect thereto.

12. **Authority.**
Each person signing this Contract warrants that they have the legal authority to sign on behalf of the entity they represent.

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

ATTEST:

CITY OF FOUNTAIN VALLEY

_____

Rick Miller, City Clerk

_____

Jim Cunneen, Mayor

APPROVED AS TO FORM:

_____

Attorneys for the City

CONTRACTOR;

_____

David Padua

CITY OF FOUNTAIN VALLEY
CITY COUNCIL
COUNCIL ACTION REQUEST

To: Honorable Mayor and Members of the City Council

Agenda Date: June 16, 2026

SUBJECT: Approve Amendment #2 to Contract No. 21-35 for the Tennis and Pickleball Concession Agreement at the Fountain Valley Sports Park

---

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

Agape Tennis Academy has been providing tennis, pickleball, and maintenance services through a concession agreement with the City of Fountain Valley since July 20, 2021. Agape is currently operating the Tennis and Pickleball facility at the Fountain Valley Sports Park through the first of two available two-year extensions. The total available term of the concession agreement is seven (7) years. Please find their attached extension letter request (Exhibit A).

Due to the positive performance of the concessionaire, Agape Tennis Academy, LLC, staff recommends extending the concession term for an additional two (2) years as identified in the Contract 20-25 (Exhibit B). However, at the direction of the City Council, staff negotiated the concessionaire's payment obligations in subsection 7 (A.B.C.) of the contract to include a 4.3% CPI increase for year 6 and a 5.8% CPI increase for year 7. If the final two-year extension is approved, the CPI increase for the total term of the agreement will be a 26% increase.

DISCUSSION

The term of this Agreement (Concession agreement with Agape Tennis Academy) shall be three (3) years from the date of execution (July 20, 2021). And, by mutual agreement, the City of Fountain Valley and Concessionaire, this Agreement shall be renewable for two (2) additional two-year periods. City reserves the right to exercise the option to renew biennially (subject to available funds), not to exceed a maximum of seven (7) years.

Agape Tennis Academy has proven to be a terrific tennis and pickleball concessionaire, providing excellent programs, events, classes, and facilities to the community of Fountain Valley. Staff recommends exercising the available two-year concession agreement extension from July 20, 2026, through July 19, 2028.

Performance of Concessionaire:

August 2021 – July 2022 Revenue: $736,901.59

- Regular FV Patrons: 5,985
- Tennis: 3,242
- Pickleball: 2,653
- Tournament / Special event users: 4,000
- Total Participants in Tennis & Pickleball: 9,985
- 12 staff

August 2022- July 2023 Revenue: $917,301.32

- Regular FV Patrons: 8,606
- Tennis: 4,301
- Pickleball: 4,305
- Tournament / Special event users: 5,500
- Total Participants in Tennis & Pickleball: 14,106
- 20 staff

August 2023 - July 2024 Revenue: $1,189,145.01

- Regular FV Patrons: 11,488
- Tennis: 7,002
- Pickleball: 4,486
- Tournament/Special event users: 7,000
- Total Participants in Tennis & Pickleball: 18,488
- 23 staff

August 2024 – July 2025 Revenue: $1,302,648.50

- Regular FV Patrons: 19,206
- Tennis: 11,164 users
- Pickleball: 8,042 users
- Tournament/Special events: 7,300 users
- Total Participants in Tennis & Pickleball at FV in 2025: 26,506
- 26 staff

August 2025- Current (May 2026) Revenue: $1,159,582.30

($1,391,498.00 – anticipated through July 2026)

- Regular FV Patrons: 23,681
- Tennis: 14,310
- Pickleball: 9,371
- Tournament/Special event users: 7,220
- Total Participants in Tennis & Pickleball: 30,901
- 26 staff

FISCAL REVIEW

CONCESSIONAIRE agrees to pay the City a yearly fee for the Extended Term as follows:

(a) Year 6 (July 20, 2026-July 19, 2027): $71,400 payable in 12 equal Monthly Payments of $5,950, due on the 1st day of each month.

(b) Year 7 (July 20, 2027-July 19, 2028): $75,600 payable in 12 equal Monthly Payments of $6,300, due on the 1st day of each month.

PUBLIC NOTIFICATION

Not applicable.

ENVIRONMENTAL IMPACT REVIEW

Not applicable.

ATTORNEY REVIEW

Attorney for the City has reviewed this item.

ALTERNATIVES

Alternative No. 1: Approve the second amendment to the concession agreement with Agape Tennis Academy, LLC for Tennis and Pickleball services at the Fountain Valley Sports Park.

Alternative No. 2: Do not approve the second amendment to the concession agreement with Agape Tennis Academy, LLC for Tennis and Pickleball services at the Fountain Valley Sports Park.

RECOMMENDATION:

Staff recommends that the City Council approve Alternative No. 1.

Prepared by: Rob Frizzelle, Community Services Director/DCM

Reviewed by: Ryan Smith, Finance Director

Approved by: Maggie Le, City Manager

Attachment:

1. Extension letter request – Agape Tennis Academy
2. Second amendment to the concession agreement with Agape Tennis Academy, LLC for Tennis and Pickleball services at the Fountain Valley Sports Park

CITY OF FOUNTAIN VALLEY
CITY COUNCIL
COUNCIL ACTION REQUEST

To: Honorable Mayor and Members of the City Council

Agenda Date: June 16, 2026

SUBJECT: Approve Amendment #2 to Contract No. 21-35 for the Tennis and Pickleball Concession Agreement at the Fountain Valley Sports Park

---

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:

Agape Tennis Academy has been providing tennis, pickleball and maintenance services through a concession agreement with the City of Fountain Valley since July 20, 2021. Agape is currently operating the Tennis and Pickleball facility at the Fountain Valley Sports Park through the first of two available two-year extensions. The total available term of the concession agreement is seven years. Please find their extension letter request (Exhibit A) attached.

Due to the positive performance of the concessionaire, Agape Tennis Academy, LLC, staff recommend extending the concession term for an additional two years as identified in the Contract 20-25 (Exhibit B). However, at the direction of City Council, staff negotiated the concessionaire's payment obligations in subsection 7 (A.B.C.) of the contract to include a 4.3% CPI increase for year 6 and a 5.8% CPI increase for year 7. If the final two-year extension is approved, the CPI increase for the total term of the agreement will be a 26% increase.

DISCUSSION:

Concession Agreement Terms;

The term of this Agreement (Concession agreement with Agape Tennis Academy) shall be three years from the date of execution (July 20, 2021). And, by mutual agreement the City of Fountain Valley and Concessionaire, this Agreement shall be renewable for two additional two-year periods. City reserves the right to exercise the option to renew bi-annually (subject to the appropriate funds), not to exceed a maximum of seven years.

Agape Tennis Academy has proven to be a terrific tennis and pickleball concessionaire providing excellent programs, events, classes and facilities to the community of Fountain Valley. Staff recommends exercising the available two-year concession agreement extension from July 20, 2026, through July 19, 2028.

Performance of Concessionaire:

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- Total Participants in Tennis & Pickleball: 30,901
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FISCAL REVIEW:

CONCESSIONAIRE agrees to pay City a yearly fee for the Extended Term as follows:

(a) Year 6 (July 20, 2026-July 19, 2027): Seventy-One Thousand Four Hundred 00/100 Dollars ($71,400) payable in twelve (12) equal Monthly Payments of Five Thousand Nine Hundred Fifty 00/100 Dollars ($5,950.00), due on the1st day of each month.

(b) Year 7 (July 20, 2027-July 19, 2028): Seventy-Five Thousand Six Hundred 00/100 Dollars ($75,600) payable in twelve (12) equal Monthly Payments of Six Thousand Three Hundred 00/100 ($6,300), due on the 1st day of each month.

PUBLIC NOTIFICATION:
Not applicable.

ENVIRONMENTAL IMPACT REVIEW:
Not applicable.

ATTORNEY REVIEW:
Attorney for the City has reviewed this item.

ALTERNATIVES:

Alternative No. 1: Approve the second amendment to the concession agreement with Agape Tennis Academy, LLC for Tennis and Pickleball services at the Fountain Valley Sports Park.

Alternative No. 2: Do not approve the second amendment to the concession agreement with Agape Tennis Academy, LLC for Tennis and Pickleball services at the Fountain Valley Sports Park.

RECOMMENDATION:

Staff recommends that the City Council approve Alternative No. 1.

Prepared by: Rob Frizzelle, Community Services Director/DCM

Reviewed by: Ryan Smith, Finance Director

Approved by: Maggie Le, City Manager

Attachment:

1. Extension letter request – Agape Tennis Academy
2. Second amendment to the concession agreement with Agape Tennis Academy, LLC for Tennis and Pickleball services at the Fountain Valley Sports Park

Exhibit A

Dear Fountain Valley City Council and Leadership,

Agape Tennis and Pickleball Academy has had the honor and privilege of serving the Fountain Valley community for the past 5 years. We are happy to have our contract extension for another 2 years with the City. However, our desire to partner with the City of Fountain Valley is not just another two years but for years to come. We would love to open discussions on what a longer term contract (ideally 10+ years) and partnership could mean for Agape and the City.

In the past 4 years and 9 months, Agape Tennis and Pickleball Academy has become an integral part of the community serving 30,901 patrons in our fifth year of operations. Agape Tennis and Pickleball Academy has proven ourselves to be one of the best private management groups not just in Southern California, but in the country. Our numbers show that Agape is able to continually grow patron participation, community engagement, and revenue at Fountain Valley. Additionally, we are able to show our financial contributions to the tennis and pickleball center and our overall dedication and commitment to the City of Fountain Valley year after year.

Agape highlights 2021- 2026:

- Participation in FV community events such as the Egg Hunt, FV Tree Lighting, Monster Bash, Summer Concert Series, and more

- Agape Community Partnerships
    - SPECIAL OLYMPICS
    - ORANGE COUNTY BUSINESS WOMEN
    - ESPN LA
    - FV FIREFIGHTER'S CLASSIC
    - ISLANDS RESTAURANT TOURNAMENT
    - CALIFORNIA PICKLEBALL ASSOCIATION (CAPA)
    - MINOR LEAGUE PICKLEBALL
    - AMERICAN PICKLEBALL SERIES
    - USTA JR SANCTIONED TENNIS TOURNAMENTS, LEVEL 5, 6, & 7
    - KINGSTON TECHNOLOGY

- In 2026, Agape CEO, Amy Pazahanick, Head Professional, Tri Nguyen, Director of Adults, Preeti Gokhale, and Director of Juniors, Quoc Tran, were all certified by the Global Professional Tennis Coaches Association which was also held at Fountain Valley
- In 2025 Agape was recognized as a Speaker for the Racquet Sports Professional Association Southern California Conference and has been a Keynote Speaker in 2025, 2024, 2023, and 2022 for the International Racquets Conference with the Professional Tennis Registry (PTR) and Professional Pickleball Registry (PPR)
- In February 2023, Agape was selected as the National Public Provider of the Year for by the Professional Pickleball Registry
- In 2022, Agape CEO Amy Pazahanick was selected as a Top 15 Leader in the City of Fountain Valley, California
- In November 2022, the City Council for Fountain Valley recognized Agape and Amy Pazahanick by awarding them the City's Kindness Award

- Financial Contributions 2021-2026:
  - $20,000 of brand new windscreens for the entire center
  - New on court benches, netting, trash cans, pickleball barriers, and wheeled pickleball nets
  - Two new large storage sheds
  - Access to a website and App for ease
  - Ability to have an account and access to Club Automation, a software that our patrons use that provides them with superior communication, efficiency, high level reporting, and transparency. Club Automation offers patrons a seamless process to reserve courts, sign up for programs, and manage their own accounts online. Club Automation also allows Agape to provide the City detailed reporting on users, revenues, and over 60+ other reports.
  - Shade awnings for tennis and pickleball
  - Painting the pro shop
  - All new tennis carts, coaching equipment, court cleaning equipment annually
  - New tennis and pickleball's every season for our patrons
  - Regular deep cleaning of the pro shop from a professional

Agape highlights for an additional 10 year extension:

- Increased community partnerships, events, tournaments
- Increased patron usage
- Increased revenue share with the City

- A long term fully committed partner to the City who understands the community, patrons, and the City
- Increased Financial Contributions:
    - $10,000 toward the new pro shop / center
    - $20,000 of brand new windscreens for the entire center
    - New on court benches, nets, trash cans, and pickleball barriers annually
    - Ability to have an account and access to Club Automation, a software that our patrons use that provides them with superior communication, efficiency, high level reporting, and transparency. Club Automation offers patrons a seamless process to reserve courts, sign up for programs, and manage their own accounts online. Club Automation also allows Agape to provide the City detailed reporting on users, revenues, and over 60+ other reports.
    - New and updated website and App
    - New shade awnings for tennis and pickleball annually
    - All new tennis carts, coaching equipment, court cleaning equipment annually
    - New tennis and pickleball's every season for our patrons
    - New banners annually
    - Monthly deep cleaning of the pro shop from a professional

AMENDMENT NO. 2. TO CONCESSION AGREEMENT BETWEEN THE CITY OF FOUNTAIN VALLEY AND AGAPE TENNIS ACADEMY,LLC FOR THE TENNIS CENTER CONCESSION LOCATED AT 16400 BROOKHURST STREET, FOUNTAIN VALLEY, CALIFORNIA

THIS AGREEMENT is made and entered into this 2nd day of June 2026 by and between the City of Fountain Valley (hereinafter CITY), a municipal corporation, and Agape Tennis Academy, LLC, (hereinafter CONCESSIONAIRE).

RECITALS

WHEREAS, CITY and CONCESSIONAIRE originally entered into that certain Concession Agreement for the operation and maintenance of a Tennis and Pickleball Center located at 16400 Brookhurst Street, Fountain Valley, California dated July 20, 2021(“Agreement”) and expiring July 19, 2024; and

WHEREAS, the Agreement provided for two (2) additional renewal terms of two (2) years each; and

WHEREAS, the parties executed a First Amendment to the Agreement, extending the term for two (2) years, and expiring July 20, 2026; and

WHEREAS, CONCESSIONAIRE has proven itself as a responsible concessionaire and parties now desire to exercise the second renewal option extending the term of the Agreement for an additional two (2) years, commencing on July 21, 2026 and expiring July 20, 2028; and

WHEREAS, the parties do now desire to amend the payment obligations and notice provisions of the Agreement.

NOW, THEREFORE, the parties hereto AGREE as follows:

1. Section 12 of the Agreement is hereby amended to extend the term of the Agreement for two (2) additional years, commencing on July 20, 2026 and expiring on July 19, 2028 (“Second Extended Term”).

2. Section 7 of the Agreement is hereby amended to add the following payment obligations applicable to the Second Extended Term. All payment obligations under Section 7 for Years 1 through 5 remains unchanged and in full force and effect.

CONCESSIONAIRE agrees to pay City a yearly fee for the Extended Term as follows:

(a) Year 6 (July 20, 2026-July 19, 2027): Seventy-One Thousand Four Hundred 00/100 Dollars ($71,400) payable in twelve (12) equal Monthly Payments of Five Thousand Nine Hundred Fifty 00/100 Dollars ($5,950.00), due on the1st day of each month.

(b) Year 7 (July 20, 2027-July 19, 2028): Seventy-Five Thousand Six Hundred 00/100 Dollars ($75,600) payable in twelve (12) equal Monthly Payments of Six Thousand Three Hundred 00/100 ($6,300), due on the 1st day of each month.

3. Section 26 of the Agreement is hereby amended to update the CONCESSIONAIRE notice address. All notices to CONCESSIONAIRE required under this Agreement shall be given as follows:

Agape Tennis Academy
407 Linden Ave NE, Unit A
Atlanta, GA 30308

4. Except as expressly modified herein, the terms and conditions of the Concession Agreement, as the same have been modified by amendments thereto, shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have entered into this Second Amendment the date first above written.

ATTEST:

_____
Rick Miller, City Clerk

CITY OF FOUNTAIN VALLEY

_____
Mayor

APPROVED AS TO FORM:

_____
Attorney for the City

CONCESSIONAIRE

_____
Name: **Amy Pazahanick**
Title: **CEO, Agape Tennis Academy**

CITY OF FOUNTAIN VALLEY
CITY COUNCIL
COUNCIL ACTION REQUEST

To: Honorable Mayor and Members of the City Council

Agenda Date: June 16, 2026

SUBJECT: Resolutions Relating to the Calling of the November 3, 2026, General Municipal Election

EXECUTIVE SUMMARY

The City of Fountain Valley General Municipal Election will be held on Tuesday, November 3, 2026. It is City policy to consolidate the local election with the County of Orange. In order to establish such consolidation, it is necessary for the City to adopt resolutions calling and giving notice of the election, requesting consolidation with the County, adopting regulations pertaining to materials prepared by any candidate for a municipal; election, including costs of candidates' statements. Pursuant to the City's schedule, three offices on the City Council will be subject to election on November 3, 2026.

DISCUSSION

Municipal Election

The 2026 Fountain Valley General Municipal Election will be held on Tuesday, November 3, 2026, in conjunction with the Statewide General Election, for the purpose of electing three (3) Council Members of the City Council for the full term of four years. The nomination period will run from July 13 to August 7, 2026. Pursuant to provisions of the California Elections Code, the City Council must adopt certain resolutions related to the General Municipal Election. As such it is necessary to submit the appropriate Resolutions to the County of Orange for consolidation. Attached for the Council's review and consideration are resolutions that satisfy requirements for the November 3, 2026, General Municipal Election, including resolutions calling the election for the offices of two Members of the City Council, Resolution requesting the County of Orange consent to consolidation of the General Municipal Election with the Statewide General Election and provide certain services in connection with the election; and a Resolution adopting regulations for candidates for elective office pertaining to Candidate Statements submitted to the voters at an election to be held on Tuesday, November 3, 2026 and

P

includes requirements of the Voting Rights Act relative to foreign language policy (currently English, Spanish, Vietnamese, Korean, and Chinese for Orange County cities).

It is important to note that the Resolution calling for the election includes a provision, that states in the event of a tie vote, the tie will be broken by lot. Alternatively, the Council could elect to provide, at the expense of the City, to hold a special runoff election in the case of a tie. If the City Council wishes to select this alternative, the Resolution could be revised accordingly. However, it has been the practice of the City to draw lots in case of a tie.

Pursuant to Sections 10400 to 10418 of the Elections Code and provisions in the California Government Code, these Resolutions must be adopted in order to proceed with the General Municipal Election. Therefore, it would be appropriate for the City Council to call for the election, request its consolidation with the Statewide General Election, and establish regulations for candidates' statements.

FINANCIAL ANALYSIS

Based on an estimate received from the Orange County Registrar of Voters, the estimated cost for the consolidated General Municipal Election is between $65,000 to $86,000, with an average cost of $1.75 and $2.20 per voter. Funds to cover the election related costs have been included as part of the FY 2026-2027 budget.

ATTORNEY REVIEW

The Attorney for the City has reviewed and approved the attached resolutions.

ALTERNATIVES

The Council must still approve calling the election for the offices of three (3) Members of the City Council. The City Council may elect to conduct the election with the help of an outside consultant; however, the costs will be higher compared to the cost estimate provide by the Orange County Registrar of Voters. Therefore, staff recommends the following actions:

a. Adopt a Resolution of the City Council of the City of Fountain Valley, California, Calling A General Municipal Election to be Held on Tuesday, November 3, 2026, for the Election of Certain Officers as Required by the Provisions of Law of the State of California Relating to General Law Cities.

b. Adopt a Resolution of the City Council of the City of Fountain Valley, California Requesting the Board of Supervisors of the County of Orange to Consolidate a General Municipal Election to be held on November 3, 2026, with the Statewide General Election to be held on the date Pursuant to § 10403 of the Elections Code.

c. Adopt a Resolution of the City Council of the City of Fountain Valley, California adopting regulations for candidates for elective office pertaining to Candidate Statements submitted to the voters at an election to be held on Tuesday, November 3, 2026.

RECOMMENDATION

Staff recommends that the City Council choose Alternative No. 1

Prepared By:	Rick Miller, City Clerk Administrator
Fiscal Review by:	Ryan Smith, Finance Director/ Treasurer
Legal Review by:	Colin Burns, Attorney for the City
Approved By:	Maggie Le, City Manager

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOUNTAIN VALLEY, CALIFORNIA, CALLING FOR THE HOLDING OF A GENERAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026, FOR THE ELECTION OF CERTAIN OFFICERS AS REQUIRED BY THE PROVISIONS OF THE LAWS OF THE STATE OF CALIFORNIA RELATING TO GENERAL LAW CITIES

WHEREAS, under the provisions of the laws relating to general law cities in the State of California, a General Municipal Election shall be held on November 3, 2026, for the election of Municipal Officers; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF FOUNTAIN VALLEY CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That pursuant to the requirements of the laws of the State of California relating to General Law Cities, there is called and ordered to be held in the City of Fountain Valley, California, on Tuesday, November 3, 2026, a General Municipal Election for the purpose of electing three (3) Members of the City Council for the full term of four years.

SECTION 2. That the ballots to be used at the election shall be in form and content as required by law.

SECTION 3. That the City Clerk is authorized, instructed and directed to coordinate with the County of Orange Registrar of Voters to procure and furnish any and all official ballots, notices, printed matter and all supplies, equipment and paraphernalia that may be necessary in order to properly and lawfully conduct the election.

SECTION 4. That the polls for the election shall be open at seven o'clock a.m. of the day of the election and shall remain open continuously from that time until eight o'clock p.m. of the same day when the polls shall be closed, pursuant to Election Code § 10242, except as provided in § 14401 of the Elections Code of the State of California.

SECTION 5. That in all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 6. That notice of the time and place of holding the election is

given and the City Clerk is authorized, instructed and directed to give further or additional notice of the election, in time, form and manner as required by law.

SECTION 7. That in the event of a tie vote, if any two or more persons receive an equal and the highest number of votes for an office as certified by the County of Orange Registrar of Voters, the City Council, in accordance with Election Section 15651(a), shall set a date and time and place and summon the candidates who have received the tie votes to appear and will determine the tie by lot.

SECTION 8. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

SECTION 9. The City Council authorizes the City Clerk to administer said election and all reasonable and actual election expenses shall be paid by the City upon presentation of a properly submitted bill.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Fountain Valley this 16th day of June, 2026.

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jim Cunneen, Mayor

ATTEST:

_____
Rick Miller, City Clerk

APPROVED AS TO FORM:

_____
Colin Burns
Attorney for the City

RESOLUTION NO.

A RESOLUTION OF THE CITY OF FOUNTAIN VALLEY, CALIFORNIA, REQUESTING THE BOARD OF SUPERVISORS OF THE COUNTY OF ORANGE TO CONSOLIDATE A GENERAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 3, 2026, WITH THE STATEWIDE GENERAL ELECTION TO BE HELD ON THE DATE PURSUANT TO GOVERNMENT CODE §10403 OF THE ELECTIONS CODE

WHEREAS, the City Council of the City of Fountain Valley called a General Municipal Election to be held on November 3, 2026 for the purpose of the election of three (3) Members of the City Council for the term of four years, and;

WHEREAS, it is desirable that the General Municipal Election be consolidated with the Statewide General Election to be held on the same date and that within the city, the precincts, polling places, and election officers of the two elections be the same, and that the Orange County Registrar of Voters canvass the returns of the General Municipal Election, and that the election be held in all respects as if there were only one election;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF FOUNTAIN VALLEY DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

SECTION 1. That pursuant to the requirements of Section 10403 of the Elections Code, the Board of Supervisors of the County of Orange is hereby requested to consent and agree to the consolidation of a General Municipal Election with the Statewide General Election on Tuesday, November 3, 2026, for the purpose of electing three (3) Members of the City Council for the term of four years.

SECTION 2. That the County of Orange Registrar of Voters is authorized to canvass the returns of the General Municipal Election. The election shall be held in all respects as if there were only one election, and only one form of ballot shall be used. The election will be held and conducted in accordance with the provisions of law regulating statewide elections.

SECTION 4. That the Board of Supervisors is requested to issue instructions to the Orange County Registrar of Voters to take any and all steps necessary for the holding of the consolidated election.

SECTION 5. That the City of Fountain Valley recognizes that additional costs will be incurred by the County by reason of this consolidation and agrees to reimburse the County for any costs related to this election.

SECTION 6. That the City Clerk is hereby directed to file a certified copy of this resolution with the Board of Supervisors and the Orange County Registrar of Voters.

SECTION 7. That the City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Fountain Valley this 16th day of June, 2026.

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jim Cunneen, Mayor

ATTEST:

_____
Rick Miller, City Clerk

APPROVED AS TO FORM:

_____
Colin Burns
Attorney for the City

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FOUNTAIN VALLEY, CALIFORNIA, ADOPTING REGULATIONS FOR CANDIDATES FOR ELECTIVE OFFICE PERTAINING TO CANDIDATES STATEMENTS SUBMITTED TO THE VOTERS AT AN ELECTION TO BE HELD ON TUESDAY, NOVEMBER 3, 2026

WHEREAS, §13307 Elections Code of the State of California provides that the governing body of any local agency adopt regulations pertaining to materials prepared by any candidate for a municipal election, including costs of the Candidates Statement.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF FOUNTAIN VALLEY, CALIFORNIA, DOES HEREBY RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1: General Provisions.

A. That pursuant to §13307 of the Elections Code of the State of California, each Candidate for elective office to be voted for at an election to be held in the City of Fountain Valley on November 3, 2026, may prepare a Candidates Statement on an appropriate form provided by the City Clerk. The Statement may include the name, age, and occupation of the Candidate and a brief description of no more than 200 words of the Candidate's education and qualifications expressed by the Candidate. The Statement shall not include party affiliation of the Candidate, nor membership or activity in partisan political organizations. Additionally any Candidates Statement submitted pursuant to §13307 of the Elections Code shall be limited to a recitation of the Candidate's own personal background and qualifications, and shall not in any way make reference to other candidates for that office.

B. The statement shall be filed in typewritten form in the office of the City Clerk at the time the Candidate's nominations papers are filed. The Candidate must also provide the City Clerk with an electronic copy of the statement in Word format on a CD, flash drive, or by email.

C. The Statement shall be filed in the Office of the City Clerk at the same time the Candidate's Nomination Papers are filed. The Statement may be withdrawn, but not changed, during the period for filing Nomination Papers and until 5:00 p.m. of the next working day after the close of the Nomination Period.

Section 2. Foreign Language Policy

A. Pursuant to the Federal Voting Rights Act, Candidates Statements will be translated into all languages required by the County of Orange. The County is required to translate Candidates Statements into the following languages: Spanish, Chinese, Korean, and Vietnamese.

B. The County will print and mail sample ballots and Candidates Statements to all voters in Spanish, Chinese, Korean, or Vietnamese to only those voters who are on the County voter file as having requested a sample ballot in a particular language. The County will make the sample ballots and all Candidates Statements in the required languages available at all polling places, on the County's website, and in the City Clerk's Office.

Section 3. Payment

A. Translations:

1. The Candidate shall be required to pay for the cost of translating the Candidates Statement into any required foreign language as specified in Section 2.A. and Section 2.B. above pursuant to Federal and/or State law.
2. The Candidate shall be required to pay for the cost of translating the Candidates Statement into any foreign language that is not required as specified in Section 2.A. and Section 2.B. above, pursuant to Federal and/or State Law, but is requested as an option by the Candidate.

B. Printing:

1. The Candidate shall be required to pay for the cost of printing a Candidates Statement in English in the main voter pamphlet.
2. The Candidate shall be required to pay for the cost of printing the Candidates Statement in a foreign language required in Section 2.A. above, in the main voter pamphlet.
3. The Candidate shall be required to pay for the cost of printing the Candidates Statement in a foreign language requested by the Candidate per Section 2.B. above, in the main voter pamphlet.
4. The Candidate shall be required to pay for the cost of printing the Candidates Statement in a foreign language required by Section 2.A. above, in the facsimile voter pamphlet.

The City Clerk shall provide an estimate of the total cost of printing, handling, translating, and mailing the Candidates Statements filed pursuant to this Section, including costs incurred as a result of complying with the Voting Rights Act of 1965 (as amended), and require each Candidate filing a statement to pay in advance to the City his estimated pro rata share as a condition of having his statement included in the voter's pamphlet. In the event the estimated payment is required, the estimate is just an approximation of the actual cost that varies from one election to another election

and may be significantly more or less than the estimate, depending on the actual number of candidates filing statements. Accordingly, the City Clerk is not bound by the estimate and may, on a pro rata basis, bill the Candidate for additional actual expense or refund any excess paid depending on the final actual cost. In the event of underpayment, the City Clerk may require the Candidate to pay the balance of the cost incurred. In the event of overpayment, the City Clerk shall pro rate the excess amount among the candidates and refund the excess amount paid within 30 days of the election.

Section 4. Additional Materials. No Candidate will be permitted to include additional materials in the sample ballot package.

Section 5. That the City Clerk shall provide each Candidate or the Candidate's representative a copy of this Resolution at the time nominating petitions are issued.

Section 6. That all previous Resolutions establishing City Council policy on payment for Candidates Statements are repealed.

Section 7. That this Resolution shall apply only to the election to be held on November 5, 2024, and shall then be repealed.

Section 8. That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED, AND ADOPTED at a regular meeting of the City Council of the City of Fountain Valley this 16th day of June, 2026.

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jim Cunneen, Mayor

ATTEST:

_____
Rick Miller, City Clerk

APPROVED AS TO FORM:

_____
Colin Burns, Attorney for the City

CITY OF FOUNTAIN VALLEY
CITY COUNCIL
COUNCIL ACTION REQUEST

To: Honorable Mayor and Members of the City Council

Agenda Date: June 16, 2026

SUBJECT: Approval of the Agreement for Consultant Services between the City of Fountain Valley and Harper & Burns, LLP to Provide City Attorney Services to the City

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THREE-YEAR STRATEGIC GOAL

☐ 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

In September 2021, the City Council approved the Agreement for Consultant Services with Harper and Burns to provide legal services to the City and recently approved the second and last amendment on September 25, 2025, extending the term to September 30, 2026.

Harper & Burns, LLP, has served the city since 1982 and has provided exceptional legal and customer service. However, due to the long tenure of their service and to ensure the City was receiving the best possible service and pricing, the City issued an RFP for City Attorney Services in July 2021 and then again in April 2026. After reviewing the seven (7) proposals submitted, the review committee believes that Harper and Burns would provide the most cost effective and responsive legal services to the City.

Staff recommends the City Council approve the Agreement for Consultant Services with Harper & Burns, LLP to continue to provide City Attorney services to the City for an initial term of three (3) years with two (2) additional one (1) year extensions if agreed to by both parties.

DISCUSSION

The City Attorney is a complex position requiring specialized knowledge of municipal laws including but not limited to:

• The Brown Act	• Land use and planning
• Conflict of Interest law	• CEQA (California Environmental Quality act)
• Elections Law	• General Plan Law
• Contract Law	• The Subdivision Map Act
• Municipal Tort Law	• Code Enforcement
• Parliamentary Procedure	• Intergovernmental Relations
• FPPC Regulations	• Environmental Law
• Construction Law	• Public contracts and franchises

As a full-service City, the City Attorney needs to be able to assist all departments on a variety of topics and respond quickly. The City has received excellent customer service and high-quality legal guidance from Harper & Burns.

Despite the City being satisfied with the services provided by Harper & Burns, the City issued an RFP for City Attorney Services to be consistent with industry's best practices and to ensure the City was being provided with the best possible service and pricing. The City received seven (7) proposals and after a thorough review by the evaluation committee and interviews of the top two (2) firms, the committee found Harper & Burns to be the best fit for the City and is recommending approval of a new agreement for an initial term of three (3) years plus two (2) additional one (1) year extensions possible if agreed to by both parties.

PROCUREMENT

In accordance with City's Purchasing Policies, The City of Fountain Valley issued an RFP for a City Attorney Services on April 13, 2026. The RFP was publicly advertised through Planetbids with an invitation through the City's website. Fifteen (15) firms showed interest in the RFP and downloaded the RFP documents. The City received seven (7) proposals, which are listed in the chart below. The City did not receive proposals from the following firms that did view and download the RFP: Best Best & Krieger, Civica Law Group, Floral Park Consulting, Clark Hill, Meyers Nave, Renne Public Law Group, Richards, Watson & Gershon and Woodruff & Smart. The RFP closed on May 11, 2026, and seven (7) vendors submitted proposals. The city's evaluation team consisted of three Department Heads who evaluated the proposals on a 10-point system with a weighted score of 800 in 3 areas: general approach & work plan, qualifications/ experiences & the firm's past performance and references. After scoring proposals based on the criteria above, cost proposals were opened for the firms that obtained a score of 575 or higher. The cost proposals were then scored with a maximum of 200 points possible.

Proposal Criterion	Weight	Weighted Score	Harper & Burns LLP	Jones Mayer	Burke, Williams & Sorensen, LLP	Aleshire & Wynder, LLP
General Approach/Scope of Work (Work Plans)	35	350	309.17	285.83	256.67	291.67
Qualifications and Experience	30	300	303.33	297.5	297.5	262.5
Consultant Past Performance (References)	15	150	86.67	73.33	83.33	76.67
Round 1	**80**	**800**	**699.17**	**656.66**	**637.5**	**630.84**
Costs	20	200	200	140.3	104.44	104.44
Proposal & Cost Total	**100**	**1000**	**899.17**	**796.96**	**741.94**	**735.28**

Proposal Criterion	Weight	Weighted Score	Alvarez-Glasman & Colvin	Olivarez Madruga Law Organization, LLP	Colantuono, Highsmith & Whatley, PC*
General Approach/Scope of Work (Work Plans)	35	350	239.17	245	204.17
Qualifications and Experience	30	300	268.33	233.33	268.33
Consultant Past Performance (References)	15	150	68.33	63.33	73.33
Round 1	**80**	**800**	**575.83**	**541.66**	**545.83**
Costs	20	200	159.32		
Proposal & Cost Total	**100**	**1000**	**735.15**	**541.66**	**545.83**

The evaluation Panel decided to Interview the top 2 firms with 10 questions surround various scenarios the city is faced with. Each area was scored to earn a max score of 900 points.

Interview Criterion	Weight	Weighted Score	Harper & Burns LLP	Jones Mayer
FV Knowledge	10	100	90.00	76.67
Day to Day Municial Ops	10	100	90.00	90.00
Land Use & Housing	10	100	83.33	83.33
Labor & Employment	10	100	86.67	80.00
Litigation & Risk Mgmt	10	100	86.67	83.33
Ethics & Independence	10	100	90.00	90.00
Gov & Council Relations	10	100	86.67	83.33
Transition and Availability	10	100	90.00	86.67
Closing	10	100	93.33	83.33
Round 2	**90**	**900**	**796.67**	**756.67**

Based on evaluation of the proposals and after completion of the interviews, staff determined that Harper & Burns LLP's proposal best fits the needs of the city and is recommending awarding them a new contract for City Attorney Services.

Scores	Weight	Weighted Score	Harper & Burns LLP	Jones Mayer
Round 1	80	800	699.17	656.66
Costs	20	200	200	140.3
Round 2	90	900	796.67	756.67
Grand Total	**190**	**1900**	**1695.84**	**1553.63**
Percentage:			89%	82%

FINANCIAL ANALYSIS

The proposed rate structure from Harper & Burns reflects a 9.6% increase for attorneys and a 14.6% increase for partners over currently authorized rates. Total compensation paid to Harper & Burns LLP over the last three (3) completed fiscal years and current fiscal year-to-date are as follows:

Fiscal Year	Amount
FY 25/26**	462,159.41
FY 24/25	523,801.23
FY 23/24	443,659.37
FY 22/23	311,866.46
**Partial year billing as of June 9,2026	

Total annual expenditures for Harper & Burns LLP remains dependent upon fluctuating caseload volumes. The current contract which was effective in September 2021 included two fee increases of 3% in 2024 and again in 2025. Staff is currently projecting to have sufficient funds in the FY2026/27 budget to support this agreement.

ATTORNEY REVIEW

The agreement was reviewed by Michael Daudt of Woodruff, Spradlin & Smart.

ALTERNATIVES

Alternative No. 1: Approval of the Agreement for Consultant Services between the City of Fountain Valley and Harper & Burns, LLP to Provide City Attorney Services to the City for an initial term of three (3) years with two (2) additional one (1) year extensions if agreed to by both parties.

Alternative No. 2: Do not Approve of the Agreement for Consultant Services between the City of Fountain Valley and Harper & Burns, LLP to Provide City Attorney Services to the City.

RECOMMENDATION:

It is recommended that the City Council approve the Alternative No. 1: Approval of the Agreement for Consultant Services between the City of Fountain Valley and Harper & Burns, LLP to Provide City Attorney Services to the City for an initial term of three (3) years with two (2) additional one (1) year extensions if agreed to by both parties.

Prepared by: Rick Miller, City Clerk
Reviewed by: Ryan Smith, Finance Director
Approved by: Maggie Le, City Manager

AGREEMENT FOR CONSULTANT SERVICES

CON –

City Legal Services

This AGREEMENT is made and effective as of the EFFECTIVE DATE, by and between the City of Fountain Valley, a municipal corporation ("CITY") and Harper & Burns, LLP, a Limited Liability Partnership ("CONSULTANT"). In consideration of the mutual covenants and conditions set forth herein, the parties agree as follows:

1. TERM

This AGREEMENT shall commence on July 1, 2026 (“EFFECTIVE DATE”) and remain and continue in effect until all tasks described herein are completed but in no event later than June 30, 2029 , 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

City Manager 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.

(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 ant of CONSULTANT's fees it shall give written notice to CONSULTANT within 30 days of receipt of an invoice of any disputed fess 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 of value to CITY and 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 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. 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 complete and accurate records with respect to the plans, specifications, estimates, drawings, design calculations, letters,

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

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

11. INDEMNIFICATION

(a) Indemnification for Professional Liability. 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 losses, liabilities, damages, costs, and expenses, including attorney's fees and costs to the extent the same are caused in whole or in part by any negligent or wrongful act, error, or omission of CONSULTANT, its officers, agents, employees, or subconsultants (or any entity or individual that CONSULTANT shall bear the legal liability thereof) in the performance of professional services under this AGREEMENT. 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.

For all Consultant performances under this Agreement that are within the provision of design services as defined under California Civil Code Section 2782.8, the following shall apply: Notwithstanding any clause or provision in this Agreement or any other applicable Agreement to the contrary all specifically relating to design services and related performances to these design services, as specified, in California Civil Code Section 2782.8, Consultant agrees to indemnify and hold harmless (but not defend) the City, its officers, directors and employees from and against damages and costs that City is legally obligated to pay, to the extent caused by the negligent act, error or omission of the Consultant or anyone for whom the Consultant is legally responsible,

subject to any limitations of liability contained in this Agreement. Consultant shall have liability for reasonable and necessary defense costs incurred by persons indemnified to the extent caused by Consultant's negligence herein and recoverable under applicable law on account of negligence.

For all Consultant performances under this Agreement that are not for design services as defined under California Civil Code Section 2782.8 the following shall apply: Consultant agrees to defend, indemnify, protect and hold harmless City, its officers, officials, employees, agents, attorneys, and volunteers from and against any and all 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 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) 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, protect and hold harmless CITY, and any and all of its employees, officials, officers, agents, and volunteers from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, or costs of any kind, whether actual, alleged, or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this AGREEMENT by CONSULTANT or by any individual or entity for which CONSULTANT is legally liable, including but not limited to officers, agents, employees, or subconsultants of CONSULTANT.

(c) General Indemnification Provisions. CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every subconsultant or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this AGREEMENT. In the event CONSULTANT fails to obtain such indemnity obligations from others as required here, CONSULTANT agrees to be fully responsible according to the terms of this section. Failure of CITY to monitor compliance with these requirements imposes no additional obligations on CITY and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend CITY as set forth here is binding on the successors, assigns, or heirs of CONSULTANT and shall survive the termination of this AGREEMENT or this section. Nothing in this indemnity shall be construed as authorizing any award of attorney's fees in any action on or to enforce the terms of this Indemnity or AGREEMENT. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable.

(d) Indemnity Provisions for Contracts Related to Construction. This paragraph applies only when this AGREEMENT is related to construction. Without affecting the rights of CITY under any provision of this AGREEMENT, CONSULTANT shall not be required to indemnify and hold harmless CITY for liability attributable to the active

negligence of CITY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where CITY is shown to have been actively negligent and where CITY's active negligence accounts for only a percentage of the liability involved, the obligation of CONSULTANT will be for that entire portion or percentage of liability not attributable to the active negligence of CITY.

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 GOODS

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

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

(2) The GOODS will fully comply with any specifications provided by CITY and any samples or documentation provided by CONSULTANT;

(3) The GOODS will be free of any security interests, liens, or encumbrances and CONSULTANT has title to the GOODS;

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

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

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

(b) The warranty listed above is in addition to any other warranties made by

CONSULTANT, the manufacturer, retailer, or imposed by law. All warranties will survive inspection and payment by CITY and are assignable to CITY's successors and assigns. If any GOODS do not meet the warranty, CITY may, at CITY's option, and without additional cost to CITY:

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

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

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

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

14. INDEPENDENT CONTRACTOR

(a) CONSULTANT is and shall at all times remain as to the CITY a wholly independent contractor 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.

(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 such 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 or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with this AGREEMENT.

19. RELEASE OF INFORMATION / CONFLICTS OF INTEREST

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

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

20. SECURITY OF INFORMATION

CONSULTANT shall identify reasonably foreseeable internal and external risks to the privacy and security of personal information acquired during performance of this AGREEMENT that could result in the unauthorized disclosure, misuse, alteration, destruction, or other compromise of the information. CONSULTANT shall regularly assess the sufficiency of any safeguards and information security awareness training in place to control reasonably foreseeable internal and external risks, and evaluate and adjust those safeguards 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
Harper & Burns, LLP
453 South Glassell Street
Orange, CA 92866
Attn: Colin Burns

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.

☒ [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 Colin Burns ("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.

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 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 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.

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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

Jim Cunneen, Mayor

CONSULTANT

Colin Burns, Partner

ATTEST:

Rick Miller, City Clerk

Approved as to Form:

Special Counsel to City of Fountain Valley
Michael S. Daudt, Esq.
Woodruff & Smart APC

Rev 10/25

Exhibit “A”
Scope of Services
And Payment Terms

Harper & Burns utilizes an hourly rate for legal services. Legal services are billed in increments of 1/10th (0.1) of an hour. Invoices for legal services are provided monthly; separated and itemized by matter or Department.

LABOR RATE

The firm proposes the following hourly rates:

Partner	$235.00
Attorney	$205.00
Developer Reimbursed Legal Services	$325.00
Law Clerk	$135.00
Paralegal	$135.00

The firm requests City consideration of a CPI adjustment based on a year-to-year comparison of prices on the Consumer Price Index – All Items – Riverside Area on the anniversary date of the legal services agreement. Any CPI adjustment requires approval of the City, subject to the City's sole and absolute discretion.

MATERIALS, COSTS, OTHER CHARGES

Harper & Burns LLP requests reimbursement for costs actually incurred, including court costs, jury fees, service costs, witness fees, deposition costs, court reporter fees, title reports, delivery charges, extensive reproduction costs, photographs, diagrams, maps, and similar expenses. All expenses are billed at cost, the firm never includes markup.

Standard charges such as copying, facsimile transmissions, computer legal research, word processing, and mileage in the normal course of business are included in the hourly rate.

PROJECT WORK HOURS AND COST BY TASK/REQUIREMENT (WORK PROGRAM)

Work hours are incurred on a project-by-project basis as requested by the City. An estimate of work hours is provided below based on the average of Fountain Valley's actual billable hours for 2024 and 2025, excluding code enforcement and litigation matters approved by the City Council on a case-by-case basis.

TASK	ATTORNEY	AVERAGE MONTHLY	AVERAGE YEARLY	BILLING RATE	ESTIMATED TOTAL / YEAR
Council-Admin	Partner	34.8	417	$235	$97,995
Council-Admin	Attorney	6.1	73.5	$205	$15,067
Human Resources	Partner	2.1	24.8	$235	$5,828
Human Resources	Attorney	1.2	14.3	$205	$2,931
Finance	Partner	0.8	9.3	$235	$2,185
Finance	Attorney	4.1	49	$205	$10,045
Fire	Partner	2.7	32.4	$235	$7,614
Fire	Attorney	2.3	27.6	$205	$5,653
Planning	Partner	4.8	56.3	$235	$13,231
Planning	Attorney	6.3	74.2	$205	$15,211
Community Services	Partner	1	12.6	$235	$2,961
Community Services	Attorney	7.8	33.6	$205	$6,888
Prosecutions	Partner	0.2	2.2	$235	$517
Prosecutions	Attorney	21.2	234	$205	$52,070
Police	Partner	6.8	81.3	$235	$19,105
Police	Attorney	13	156.5	$205	$32,083
Public Works	Partner	3.6	42.2	$235	$9,917
Public Works	Attorney	21	25.3	$205	$5,187
				TOTAL PER YEAR (Excluding Litigation and Code Enforcement)	**$304,493.00**

City of Fountain Valley

Electronic submittal of Request for Proposal
RFP
CITY ATTORNEY SERVICES

Questions Deadline:
4:00 p.m., PST, Thursday, April 23, 2026

Proposals Due Date:
12:00 p.m., PST, Monday, May 11, 2026

City Contact:
Amanda Penaloza, Mgmt. Analyst / Purchasing Officer
email: purchasing@fountainvalley.gov
Phone No. (714) 593-4413

CITY OF FOUNTAIN VALLEY'S ELECTRONIC BIDDING SITE,
PLANETBIDS

Read Upload Instructions
for important information on the best time to upload proposals

(Issued April 13, 2026)

Rev 10/25

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City of Fountain Valley Request for Proposal for
CITY ATTORNEY SERVICES

SUMMARY

The City of Fountain Valley is seeking proposals from qualified legal firms for performing the duties and functions of City Attorney and to provide other legal services for City agencies and authorities. The City Attorney is an independent contractor serving at the will of the City Council.

The service contract will be for a period of three (3) years, with the option of extending it for two (2) additional one-year terms upon mutually agreeable terms.

Proposals will be evaluated based on the firm's experience with projects of this type in similar environments, and the quality and breadth of the approach proposed to complete the work.

Interested firms should submit a proposal that clearly addresses their experience in providing services outlined in the Scope of Work and identify those individuals, along with their expertise, that will work with the City. Examples of relevant work are encouraged, and should showcase the quality, breadth, and approach used in prior roles.

Proposals, prepared according to the following detailed instructions, must be received via PlanetBids no later than **12:00 p.m., Pacific Standard Time, Monday, May 11, 2026**.

The City of Fountain Valley assumes no obligations of any kind for expenses incurred by any respondent to this solicitation.

It is the City of Fountain Valley's policy to assure nondiscrimination in any contract entered into pursuant to this advertisement. Firms will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award as provided by Title VI of the Civil Rights Act of 1964.

The City of Fountain Valley is soliciting proposals for City Attorney Services.

I. SUMMARY

The City of Fountain Valley ("City") invites interested law firms to submit proposals for City Attorney legal services, as they are set forth in this Request for Proposals. The selected City Attorney and law firm must be qualified to provide legal expertise in the areas of general municipal law, land use and zoning law, building code compliance, nuisance abatement, public works contracts, labor relations and personnel law, contracts law, real estate law, environmental law, fees and taxes, open meetings and conflicts of interest, issues relating to police and fire service, and other related areas of law. The City Attorney is an independent contractor serving at the will of the City Council.

The term of the agreement is three (3) years with two (2) additional one-year terms based on mutual agreement by both parties.

II. ABOUT THE CITY

Background Information

The City is a general law city that has operated under the council-manager form of government since its incorporation in 1957. The City is located in Orange County, California, and is located roughly 30 miles southeast of Los Angeles and 90 miles northwest of San Diego. The City has an estimated population of 56,920 and has a land area of 9.75 square miles. The City is a full-service City that offers a range of municipal services that includes, but is not limited to: police and fire protection; water and sewer utility operations; building and safety; development services for land use planning, and zoning; housing and community development; and a full range of recreation and cultural activities.

III. PROJECT DESCRIPTION

The City is requesting proposals from qualified firms for City Attorney Services ("Services"), which shall be provided under the general direction of the City Manager or his or her designee. The City Attorney is selected by, and serves at, the pleasure of the City Council. The City Attorney works closely with the Council, various City Commissions and Boards, the City Manager and other City staff. The City Attorney will be expected to provide a wide range of legal services in order to meet the diverse and sometimes complicated needs of a full-service city providing police, fire, trash and water service. As such, the City expects that the proposing firm shall not only have the breadth of experience to serve the City, and also the ability to retain the necessary staff in each of the legal disciplines outlined in this proposal.

Proposing firms should be able to demonstrate: a successful track record in municipal litigation; a comprehensive system to keep clients ahead of legal and legislative developments; and a familiarity with the City, our community and the surrounding region.

The City has contracted for City Attorney legal services from a general counsel law firm, while also contracting periodically for specialized legal services for many years. As it is the City's preference to use the City Attorney firm for as many legal services as practical, the City is seeking proposals from law firms offering a full suite of services, with the understanding that, in limited instances, the City will reserve the right to continue to utilize

specialized legal services at its sole and entire discretion.

Award of contract will be to the firm whose proposal best complies with all of the requirements of the RFP documents, is the best fit for the City's team, and provides the best solution for the needs of the City. The successful proposer will be required to enter into a Professional Services Agreement with the City.

IV. GENERAL SCOPE OF WORK

A successful City Attorney will provide in house, legal opinions, advice, assistance and consultation with the City Council, various City Commissions, the City Manager, and City staff. The range of services routinely requested of the City Attorney includes, but is not limited to the following:

1. Serve as City Attorney at regular City Council meetings on the first and third Tuesday of each month, with closed session typically beginning at 4:30 pm and open session beginning at 6:00 pm, as well as any special meetings or workshops as directed by the City Council.

2. Attend Planning Commission meetings as needed. Planning Commission meetings are held every second Wednesday of the month at 6:00 pm.

3. Provide clear and concise legal advice and consultation on a daily basis as requested or required to members of the City Council, City advisory bodies, the City Manager, and City staff.

4. Prepare, review, and approve as to form, ordinances, contracts, resolutions, bid documents, leases, deeds, other legal documents, City Council staff reports from the City Attorney's Office, and documents prepared by City staff with legal considerations.

5. Provide guidance concerning requirements of the Brown Act, Conflict of Interest Act, the Political Reform Act, the Public Records Act, Pitchess Motions, Meyers-Milias-Brown Act, Elections Code, CEQA, tort liability and risk, civil and criminal enforcement, due process and other legal requirements imposed by statute and common law, as well as a working knowledge of municipal employment practice, labor relations statutes, pension law, and public administration.

6. Review and update the City's Municipal Code and Zoning Code, including updates required by state and federal housing legislation.

7. Show expertise in all areas of land use, environmental and natural resources law, including but not limited to the review and approval of environmental impact reports and negative declarations, land use decisions including appeals, public improvements, easements, property acquisition, property disposals, public improvements, easements, dedications, CEQA, public utilities, and other related

documents.

8. Show expertise in areas of code enforcement issues, including City code interpretation, preparation and review of notices, demands, orders and prosecution of violations.

9. Show expertise in the areas of stormwater, water rights, and water quality issues.

10. Show expertise in the areas of public works projects, including but not limited to contract disputes and interpretation services, drafting construction and similar contracts and conditions, prevailing wage issues, and special condition approvals.

11. Review compliance with public records for public records requests and records destruction.

12. Negotiate and prepare leases, purchase agreements, development agreements, memorandums of understanding, joint powers agreements, contracts, and other agreements, as well as settlement of disputes.

13. Represent the City in inter-agency projects and other legal matters.

14. Counsel the City regarding taxes, assessments, fees, Proposition 218, debt issuances, and other financial advice.

15. Monitor pending and current state and federal legislation and court decisions, as appropriate, and provide written updates on those that have the potential to affect the City. Provide suggested action or changes in operations or procedures to assure compliance.

16. Determine when specialized legal counsel is needed, identify and secure the services of special outside counsel that is the most qualified and appropriate for the matter at hand, and oversee their services to ensure time/costs are controlled and on point.

17. Promptly respond to calls, emails and correspondence from City Officials and staff.

18. Perform such other legal duties as may be required.

19. Provide monthly billing in a format that meets the needs the City's and its' auditors accounting needs.

In addition to the scope of work outlined above, the appointed City Attorney must understand his/ her role in local government, avoiding political debates and active participation in the policy and managerial decision-making process entrusted to the City Council and City Manager. The City Attorney is expected to provide technically sound

and consistent legal advice to all members of the City Council and City staff while maintaining trust and an unwavering ethical standard no matter the situation or individuals involved.

V. PROPOSAL REQUIREMENTS

A. General Requirements

Inquiries/Questions concerning this request for proposal should be made before 4:00 p.m., PST, on *Thursday, April 23, 2026*.

If the Proposer is in doubt as to the meaning or finds discrepancies and/or omissions from any part of the RFP and Agreement Documents, the Proposer must submit a written request for clarification via PlanetBids.

All questions regarding this project shall be submitted electronically in PlanetBids up to the Question and Answer (QA) deadline. All project correspondence will be posted in PlanetBids. It is the responsibility of the Proposers to check the website regularly for information updates, clarifications, and addenda. At the Agency's discretion, Proposers requests for clarifications may or may not be responded to. All revisions of the RFP by the City will be made in writing and will be posted on PlanetBids in accordance with the procurement schedule. Proposers shall electronically acknowledge receipt of all addenda at time of submittal and all addenda so issued shall become part of the RFP and the effects of all Addenda shall be considered in the proposal.

B. Submission of Proposals

Proposals must be received no later **than 12:00 p.m., PST, Monday, May 11, 2026.**

Proposals shall be received in electronic format EXCLUSIVELY at the City of Fountain Valley's electronic bidding (ebidding) site, at: https://pbsystem.planetbids.com/portal/25002/portal-home and are due by the date, and time shown on this solicitation. See "upload instructions" document for details. Files are to be uploaded accordingly:

- Response File: Upload proposal with no cost attached.
- General Attachments: If City request forms, upload under specified file as shown on PlanetBids.
- Cost File: Cost proposal is to be uploaded electronically as a separate file and not attached to the response file.
- Line Item (if required): make sure to input an amount on each item, can use the notes section to clarify your amount.

The following instructions describe the form in which proposals must be presented. Proposal documents must be prepared simply, economically, and provide a straightforward, concise response to the requirements of the RFP. Completeness and clarity of content must be emphasized. The requirements stated do not preclude proposers from furnishing additional reports, functions, and costs as deemed appropriate.

C. Proposal Content Format

Proposals are to be submitted in .pdf format only and should contain no more than twenty (20) pages, including exhibits and resumes, single-sided, single column, portrait layout, 1" side margins and 1/2" top and bottom margins, font size no less than 12 pt., and single or double spaced. The 20 pages does not consist of cover sheet, table of contents page or any document specifically requested on RFP (and is to be uploaded separate from proposal).

- RFP Addenda. Proposers shall check the website for addenda prior to proposing and shall be required to electronically acknowledge receipt of all addenda at time of proposal submittal.

1. Transmittal Letter

The proposal transmittal letter shall be addressed to the Purchasing Officer for the City of Fountain Valley and shall contain the following:

- Name of individual, partnership, company, or corporation submitting proposal.
- Statement that indicates an understanding of the scope of work as presented in this specification and confirmation that all terms and conditions of the RFP are understood and acknowledged by the undersigned.
- Team organization including an organization diagram and time commitment shall be submitted showing all key team members and illustrating the relationship between the City, the manager, and key staff.
- Signature(s) of representative(s) legally authorized to bind the proposer.

2. Company Experience

- The firm's proposed City Attorney personnel must be licensed and active members of the California State Bar. The designated City Attorney will preferably have **ten (10) or more years of municipal legal experience in California** as chief or deputy legal counsel to a California city.
- Provide a description of your company's experiences in performing similar work, including:
    - Experience with and knowledge of the law governing general laws of the State of California and a broad range of municipal law practice areas to meet all or most of the day-to-day and specialized legal needs of the City
    - Experience in litigation or monitoring or supervising litigation activity within a firm.
    - Excellent oral and written communication skills and the ability to express ideas clearly, concisely, and effectively.
    - Ability to express a contrary view to City staff and Council, but support implementation once decisions are made.
    - Ability to assist and work cooperatively and collaboratively with the City Council, City Manager, staff, and members of the community.

3. Key Personnel/Past Performance

- Identify and describe the relevant experience and qualifications of the pertinent individuals who would serve as key personnel for various City of Fountain Valley projects.
- Identify other staff members and/or sub-consultants that would provide service, and their relevant experience.
- Identify availability of key personnel to work on each task described in "General Scope of Work".
- If sub-consultants are used, names of sub-consultants' key personnel providing service, their professional experience, qualifications, and training which are applicable to this service, and the scope of services that will be provided by each sub-consultant.
- Any changes to personnel assigned to this project shall be made in writing to CITY. CITY reserves the right to reject any proposal with modified personnel.
- The office location from which the consultant(s) shall operate.

4. Approach and Schedule

- Discuss your company's ability to provide desired services, addressing each of the specific elements listed under "General Scope of Work".
- Describe how your company would ensure City requests are completed in a timely manner.
- Describe the response time we can expect from the City Attorney to inquiries made by the City Council and City staff.

5. Understanding of Project Components

- Identify objectives/tasks that you feel are key to the success of the project; this may include items not already identified in this Request for Proposal. References for protocols and methods are encouraged.

6. Quality Control

- Describe how your firm will address concerns or deficiencies in quality control and deliverables and give a specific example.

7. References

- Provide descriptions and references for up to three comparable municipalities that your firm has served in the capacity as City Attorney during the last five (5) years. Include contact names, company/agency and telephone numbers for each.
- Identify key personnel listed on this proposal who have worked on the reference projects.

8. **Cost** */* **Fee** (*submit as a separate document, not attached to the Proposal/Response file*)

Compensation for services provided shall be based upon the Firm's detailed fee proposal.

- Identification of all costs firm will charge for performing the tasks necessary to accomplish the objectives of this RFP. The costs must break out all expenses expected to be billed to the City. Cost proposal shall include the estimated number of project work hours by each task/requirement, and the cost of each task/requirement. A list of hourly rates of proposed project team members shall also be included along with any other fees that may be applicable and billed. Cost is to be listed out for the term of the contract.

- Firms shall provide complete cost and billing schedules of current hourly billing rates for each specialized skill, material, and support services.

- A work program together with a breakdown of labor hours by employee billing classification together with the cost of non-labor and sub-contractor services shall be included with the fee proposal. The labor breakdown shall be compiled based upon a listing of work tasks that correlates with the firm's defined scope of work for project proposal. This information will be used by the City staff to evaluate and compare the reasonableness of the fee schedule and may be used in determining the total cost for the proposed work.

- The service contract will be for a period three (3) years, with two (2) additional one-year extensions possible if mutually agreed upon by both parties. Please indicate any proposed fee increases and their effective date within this term period including the additional one-year extension options.

V. GENERAL REQUIREMENTS

A. DISCLAIMER

This RFP does not commit the City to award a contract, or to pay any costs incurred in the preparation of the proposal. The City reserves the right to extend the due date for the proposal, to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified Contractor, or to cancel this RFP in part or in its entirety. The City may require the selected Contractor to participate in negotiations and to submit such technical, fee, or other revisions of their proposals as may result from Negotiations.

VI. TENTATIVE SCHEDULE OF EVENTS

The following is the Schedule of events that the City plans to follow in conducting this solicitation:

Event	Tentative Date
Issuance of RFP	Monday, April 13, 2026
Clarification Questions by Email Due	Thursday, April 23, 2026
Due Date for Proposals	Monday, May 11, 2026
Interviews of Finalists, *if applicable*	Week of May 25, 2026

Tentative Selection and City Council Award	Tuesday, June 16, 2026
Begin Project	Wednesday, July 1, 2026

VII. PROPOSAL EVALUATION, INTERVIEWS AND AWARD PROCESS

A. Evaluation Criteria

Award will be based upon a review and evaluation by a committee designated by the Purchasing Officer. Each proposal will be evaluated based on the following criteria but not limited to.

General approach and work plans to meet the requirements of the specified City objectives described in the RFP.

Qualifications and experience of the chief and/or deputy counsel and other key individuals.

The contractor's /consultant's past performance on projects of similar size and scope.

Work Plan. Depth of proposer's understanding of City's requirements and overall quality of work plan and clarity. Understanding of compliance with all Federal, State and County health regulations.

Cost & Price. Reasonableness of rates; competitiveness with other offers received; adequacy of data in support of figures quoted. The City reserves the right to further negotiate price, scope and terms of the top ranked firm. If negotiations are not successful, the City may terminate negotiations with the top ranked firm and begin negotiations with the next ranked firm.

B. Interviews

If interviews are needed. A few days' notice will be sent via email to the proposer. An interview may not be required or needed to award a contract.

C. Evaluation Procedure

An evaluation committee will be appointed to review all proposals received for this RFP. The committee is chaired by the Purchasing Officer, comprised of City staff and may include outside personnel. The committee members will evaluate the written proposals using the evaluation criteria identified. A list of top ranked proposals, firms within a competitive range, will be developed based upon the totals of each committee members' score for each proposal. During the evaluation period, the City may interview some or all of the proposing firms. The City has established **the week of May 25, 2026** as the date(s) to conduct interviews. All prospective Proposers are asked to keep these dates available. No other interview dates will be provided, therefore, if a Proposer is unable to attend the interview on the selected date(s), its proposal may be eliminated from further discussion. The interview may consist of a short presentation by the Proposer after which the evaluation committee will ask questions related to the firm's proposal and qualifications. At the conclusion of this interview process, the evaluation committee will provide a

recommendation for award and the proposer being recommended will receive a notice of intent to award pending successful negotiations and contract preparation. Upon successful completion of this process, a recommendation will be made to the City Council, based on the contract, for their review and consent and unsuccessful firms will be notified.

D. Notification of Awards

The successful proposer will be required to execute a Contract agreement, **See "Draft Contract",** with the City, which is subject to formal approval by the Fountain Valley City Council. The proposer will also be required to purchase a City Business License annually during the duration of the contract.

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 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 $2,000,000 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.

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, 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.