

CONSULTANT AGREEMENT

THIS AGREEMENT is made this _____ day of _____ 2019, by the CITY OF GARDEN GROVE, a municipal corporation, ("CITY"), and HARRIS & ASSOCIATES, INC. a California Corporation ("CONSULTANT").

RECITALS

The following recitals are a substantive part of this Agreement:

1. This Agreement is entered into pursuant to Garden Grove Council authorization dated _____
2. CITY desires to utilize the services of CONSULTANT to provide Assessment Engineering Services for the City's Street Lighting and Park Maintenance Districts for Fiscal Years 2019-20, 2020-21, 2021-22 and 2022-23.
3. CONSULTANT is qualified by virtue of experience, training, education and expertise to accomplish services.

AGREEMENT

THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Term of Agreement:** This Agreement shall cover services rendered from date of this Agreement, and it shall include assessment services for Fiscal Year 2019-2020, Fiscal Year 2020-21, Fiscal Year 2021-22, and Fiscal Year 2022-23. The City will have the option to exercise two (2), two-year extensions.
2. **Services to be Provided:** The services to be performed by CONSULTANT shall consist of the services as further specified in CONSULTANT'S proposal attached hereto and incorporated herein by reference. CONSULTANT agrees that its provision of Services under this agreement shall be within accepted accordance with customary and usual practices in CONSULTANT'S profession. By executing this Agreement, CONSULTANT agrees that it has carefully considered how the work should be performed and fully understands the facilities, difficulties, and restrictions attending performance of the work under this agreement.
3. **Compensation.** CONSULTANT shall be compensated as follows:
 - 3.1 **Amount.** Compensation under this Agreement shall be per fee schedule included in the Proposal.
 - 3.2 **Not to Exceed.** Compensation under this Agreement shall not exceed the annual fee submitted in the CONSULTANT's proposal.

- 3.3 **Payment.** For work under this Agreement, payment shall be made per monthly invoice. For extra work not a part of this Agreement, a written authorization by CITY will be required.
- 3.4 **Records of Expenses.** CONSULTANT shall keep complete and accurate records of payroll costs, travel and incidental expenses. These records will be made available at reasonable times to CITY.
- 3.5 **Termination.** CITY and CONSULTANT shall each have the right to terminate this Agreement, without cause, by giving thirty-(30) days written notice of termination to the other party. If CITY terminates the project, then the provisions of paragraph 3 shall apply to that portion of the work completed.

4. Insurance Requirements

- 4.1 **Commencement of Work** CONSULTANT shall not commence work under this Agreement until all certificates and endorsements have been received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.
- 4.2 **Workers Compensation Insurance** For the duration of this Agreement, CONSULTANT and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by law, if applicable. The insurer shall waive its rights of subrogation against the CITY, its officers, officials, agents, employees, and volunteers.
- 4.3 **Insurance Amounts** CONSULTANT shall maintain the following insurance for the duration of this Agreement:
- a) Commercial general liability in the amount of \$1,000,000 per occurrence; (claims made and modified occurrence policies are not acceptable); Insurance companies must be admitted and licensed in California and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY;
 - b) Automobile liability in the amount of \$1,000,000 per occurrence; (claims made and modified occurrence policies are not acceptable) Insurance companies must be admitted and licensed in California and have a Best's Guide Rating of A-, Class VII or better, as approved by the CITY.
 - c) Professional liability in the amount of \$1,000,000 per occurrence; Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect

at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the agreement. The coverage shall be evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

An Additional Insured Endorsement, **ongoing and completed operations**, for the policy under section 4.3 (a) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONSULTANT. CONSULTANT shall provide to CITY proof of insurance and endorsement forms that conform to city's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles owned, lease, hired, or borrowed by CONSULTANT. CONSULTANT shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

For any claims related to this Agreement, CONSULTANT's insurance coverage shall be primary insurance as respects to CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, or volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.

If CONSULTANT maintains higher insurance limits than the minimums shown above, CONSULTANT shall provide coverage for the higher insurance limits otherwise maintained by the CONSULTANT.

5. **Non-Liability of Officials and Employees of the CITY.** No official or employee of CITY shall be personally liable to CONSULTANT in the event of any default or breach by CITY, or for any amount, which may become due to CONSULTANT.
6. **Non-Discrimination.** CONSULTANT covenants there shall be no discrimination against any person or group due to race, color, creed, religion, sex, marital status, age, handicap, national origin or ancestry, in any activity pursuant to this Agreement.
7. **Independent Contractor.** It is understood and agreed that CONSULTANT, including CONSULTANT's employees, shall act and be independent

contractor(s) and not agent(s) or employee(s) of CITY, and that no relationship of employer-employee exists between the parties. CONSULTANT's assigned personnel shall not obtain or be entitled to any rights or benefits that accrue to, or are payable to, CITY employees, and CONSULTANT shall so inform each employee organization and each employee who is hired or retained under this Agreement. CITY is not required to make any deductions or withholdings from the compensation payable to CONSULTANT under the provisions of this Agreement, and is not required to issue W-2 Forms for income and employment tax purposes for any of CONSULTANT's assigned personnel. CONSULTANT hereby expressly assumes all responsibility and liability for the payment of wages and benefits to its assigned personnel, and all related reporting and withholding obligations. CONSULTANT hereby agrees to indemnify and hold CITY harmless from any and all claims or liabilities that CITY may incur arising from any contention by any third party, including, but not limited to, any employee of CONSULTANT or any federal or state agency or other entity, that an employer-employee relationship exists by reason of this Agreement, including, without limitation, claims that CITY is responsible for retirement or other benefits allegedly accruing to CONSULTANT's assigned personnel.

8. **Compliance With Law.** CONSULTANT shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government. CONSULTANT shall comply with, and shall be responsible for causing all contractors and subcontractors performing any of the work pursuant to this Agreement, if any, to comply with, all applicable federal and state labor standards, including, to the extent applicable, the prevailing wage requirements promulgated by the Director of Industrial Relations of the State of California Department of Labor. The City makes no warranty or representation concerning whether any of the work performed pursuant to this Agreement constitutes public works subject to the prevailing wage requirements.
9. **Disclosure of Documents.** All documents or other information developed or received by CONSULTANT are confidential and shall not be disclosed without authorization by CITY, unless disclosure is required by law.
10. **Ownership of Work Product.** All documents or other information developed or received by CONSULTANT shall be the property of CITY. CONSULTANT shall provide CITY with copies of these items upon demand or upon termination of this Agreement. Any modification thereto or reuse thereof by CITY without the written consent of CONSULTANT shall be at the sole risk of CITY and CITY shall indemnify and defend CONSULTANT for any third party actions that may result therefrom.
11. **Conflict of Interest and Reporting.** CONSULTANT shall at all times avoid conflict of interest or appearance of conflict of interest in performance of this Agreement.
12. **Notices.** All notices shall be personally delivered or mailed to the below listed addresses, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery of service of process.

(a) Address of CONSULTANT is as follows:

Carol Hill
Harris & Associates, Inc.
22 Executive Park, Ste. 200
Irvine, CA 92614

(b) Address of CITY is as follows (with a copy to):

Engineering:	City Attorney
Attn: Ana Neal	
City of Garden Grove	City of Garden Grove
P.O. Box 3070	P.O. Box 3070
Garden Grove, CA 92840	Garden Grove, CA 92840

13. **CONSULTANT'S Proposal.** This Agreement shall include CONSULTANT'S proposal, Exhibit "A" hereto, which shall be incorporated herein. In the event of any inconsistency between the terms of the proposal and this Agreement, this Agreement shall govern.
14. **Licenses, Permits and Fees.** At its sole expense, CONSULTANT shall obtain a **Garden Grove Business License**, all permits and licenses as may be required by this Agreement.
15. **Familiarity With Work.** By executing this Agreement, CONSULTANT agrees that: (1) it has investigated the work to be performed; (2) it has investigated the site of the work and is aware of all conditions there; and (3) it understands the facilities, difficulties and restrictions of the work under this Agreement. Should CONSULTANT discover any latent or unknown conditions materially differing from those inherent in the work or as represented by CITY, it shall immediately inform CITY of this and shall not proceed, except at CONSULTANT'S risk, until written instructions are received from CITY.
16. **Time of Essence.** Time is of the essence in the performance of this Agreement.
17. **Limitations Upon Subcontracting and Assignment.** The experience, knowledge, capability and reputation of CONSULTANT, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONSULTANT shall not contract with any other entity to perform the services required without written approval of the CITY. This Agreement may not be assigned voluntarily or by operation of law, without the prior written approval of CITY. If CONSULTANT is permitted to subcontract any part of this Agreement, CONSULTANT shall be responsible to CITY for the acts and omissions of its subcontractor as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY. All persons engaged in the work will

be considered employees of CONSULTANT. CITY will deal directly with and will make all payments to CONSULTANT.

18. **Authority to Execute.** The persons executing this Agreement on behalf of the parties warrant that they are duly authorized to execute this Agreement and that by executing this Agreement, the parties are formally bound.

19. **Indemnification.** To the fullest extent permitted by law, CONSULTANT agrees to protect, defend, and hold harmless CITY and its elective or appointive boards, officers, and employees from claims, liabilities, expenses, or damages, including attorneys' fees, for injury or death of any person, or damages, including interference with use of property, to the extent arising out of, pertaining to or relating to the negligence, recklessness and/or intentional wrongful conduct of CONSULTANT, CONSULTANT'S agents, officers, employees, subcontractors, or independent contractors hired by CONSULTANT in the performance of the Agreement. The only exception to CONSULTANT'S responsibility to protect, defend, and hold harmless CITY, is due to the negligence, recklessness and/or wrongful conduct of CITY, or any of its elective or appointive boards, officers, agents, or employees. In no event shall the cost to defend charged to the design professional exceed the design professional's proportionate percentage of fault.

This hold harmless agreement shall apply to all liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by CONSULTANT.

20. **Modification.** This Agreement constitutes the entire agreement between the parties and supersedes any previous agreements, oral or written. This Agreement may be modified only by subsequent mutual written agreement executed by CITY and CONSULTANT.

21. **Waiver.** All waivers of the provisions of this Agreement must be in writing by the appropriate authorities of the CITY and CONSULTANT.

22. **California Law.** This Agreement shall be construed in accordance with the laws of the State of California. Any action commenced about this Agreement shall be filed in the central branch of the Orange County Superior Court.

23. **Interpretation.** This Agreement shall be interpreted as though prepared by both parties

24. **Preservation of Agreement.** Should any provision of this Agreement be found invalid or unenforceable, the decision shall affect only the provision interpreted, and all remaining provisions shall remain enforceable.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS THEREOF, these parties hereto have caused this Agreement to be executed as of the date set forth opposite the respective signatures.

**"CITY"
CITY OF GARDEN GROVE**

Dated: _____, 2019

By: _____
Scott C. Stiles
City Manager

ATTEST

"CONSULTANT"

City Clerk

By: K. Devin King
Title: VICE PRESIDENT

Dated: _____, 2019

Dated: 1/16/ _____, 2019

APPROVED AS TO FORM:

Anay Pandora
Garden Grove City Attorney

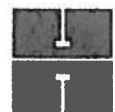
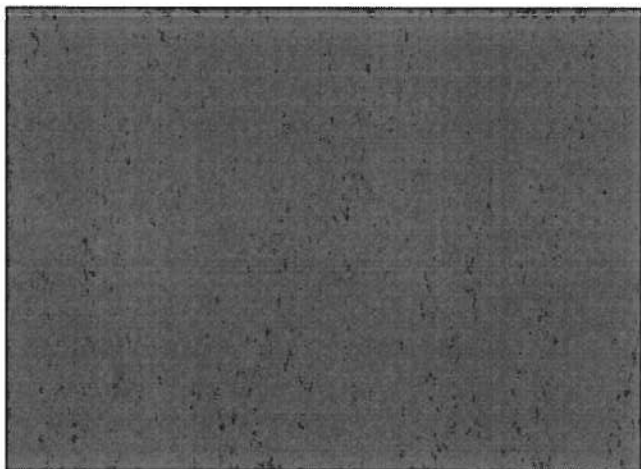
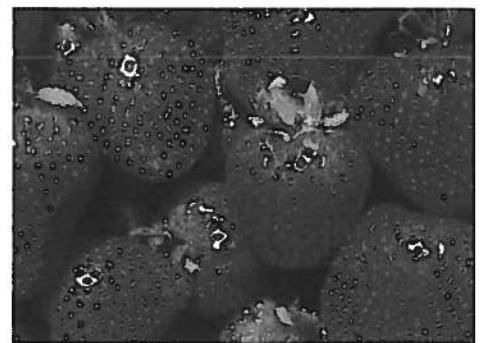
Dated: 1-15 _____, 2019

If CONSULTANT/CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY



Professional
Consulting Services
for Assessment
Engineering of the
Street Lighting and
Park Maintenance
Districts

December 14, 2018



Harris & Associates.

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December 14, 2018

Dan Candelaria, P.E., T.E.
City Engineer
City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA, 92842

Subject: Proposal: Assessment Engineering Services for the City's Street Lighting and Park Maintenance Assessment Districts

Dear Dan:

Harris & Associates (Harris) welcomes the opportunity to submit our proposal to continue to serve as the City's consultant for the annual administration of your assessment Districts. We have enjoyed working with the City of Garden Grove for the past 17 years and we look forward to continuing this relationship.

The same staff that have been responsible for the annual administration of your District's will continue to serve the City. This will provide the City with a team that has the experience to work seamlessly with City staff and will include:

- Our Project Manager, Carol Hill who has been responsible for the preparation of the City's assessment roll for the past 10 years and has an in-depth knowledge of the City's parcel database and the proceedings required for the placement of assessments on the County of Los Angeles' tax roll, and thoroughly understands the provisions and implications of Proposition 218.
- Harris' Southern California team members who are located in our Irvine office and have extensive financial engineering experience including the annual administration process. Last year they successfully levied more than \$72 million in assessments, fees, and taxes on more than one million parcels.
- K. Dennis Klingelhofer, PE who will serve as your Assessment Engineer and has almost 30 years of assessment engineering experience. Based upon his years of experience, he is often asked to provide peer review of assessment methodologies, including review of assessments for compliance with Proposition 218. Dennis annually conducts an "independent review" of the current assessment methodology and advises the City of any changes needed or concerns in light of the recent court decisions.

We look forward to the opportunity to continuing working with the City. As requested in your request for proposal we have submitted our proposed fee in a sealed envelope. Please feel free to call either Carol Hill or myself should you have any questions about our proposal.

Sincerely,
Harris & Associates, Inc.

Dennis Klingelhofer, PE Vice President 949.246.9041 |
Dennis.Klingelhofer@WeAreHarris.com

Approach

Project Design and Methodology

Our approach to programs centers around three basic elements: communication, quality control, and timeliness.



COMMUNICATION

We believe that the best approach to programs such as this is to build consensus between the financial engineer, City staff, legal counsel, property owners, and agency boards. Our project team members are skilled communicators and understand the importance of providing clear and concise information to all parties involved, especially when information disseminated to public officials and property owners is involved.

QUALITY CONTROL

Quality assurance and control is extremely important, especially when dealing with property assessments, fees, and special taxes and mailed legal notices and ballots. Last year alone we placed more than \$72 million on more than one million parcels, and since the passage of Proposition 218, we have sent notices and/or ballots to more than one million parcels. Harris has developed processes and procedures to ensure database accuracy and competency, which allows us to provide our service in a timely and cost-effective manner.

Harris' financial engineering team has developed a rigorous quality control program to ensure that the revenue generated by special tax districts, assessment districts, and fees are what is expected from the district. Our analysts follow a detailed procedure and methodology from inception of the district through the annual levy process, including interaction with the general public, stakeholders, and public agency staff.

Because each funding mechanism is unique, our efforts are tailored to the specific requirements of that funding mechanism. A procedures checklist is developed for each individual project, to track the reporting deadlines, submittal requirements, and any special circumstances. Each dataset and the applied levy methodology is reviewed for accuracy by our project managers before any formal submittals are made.

In addition, Harris uses 'off the shelf' database software to form and administer districts. We feel it is a disservice to our clients to recoup lengthy and expensive research and development time for customized software applications. At any time, our clients may request the electronic data from us in any format we are able to provide. It is your data, therefore you should have access to it at any time without additional costs.

TIMELINESS

We understand the required scope of work and commit to turning around reports and other required documents promptly to meet the City's schedule, and fully understand the legally required time frames relating to City Council agenda deadlines and submittal to the County.

Our assessment engineering team members routinely work on concurrent projects. They keep individual project schedules identifying project tasks and deadlines and incorporate these into a master schedule, so that all team members are aware of each project's requirements and how it fits into the overall workload of the group. This allows efficient project tracking and allows the planning of staff utilization.

Tasks to be Performed as Identified in the Scope

Our approach to projects centers around three basic elements: communication, quality control, and timeliness.

- **Communication.** We believe that the best approach to projects such as this is consensus building between the Assessment Engineer, City staff, legal counsel, and City Council. Our Project Team members are skilled communicators and understand the importance of providing clear and concise information to all parties involved, especially information disseminated to public officials and property owners and voters.
- **Quality Control.** Quality assurance and control is extremely important, especially when dealing with property assessments and mailed legal notices and ballots. Last year alone we placed over \$72 million on over 1 million parcels. Harris has developed processes and procedures to ensure database accuracy and competency.
- **Timeliness.** We understand the required scope of work and commit to turning around reports and other required documents promptly to meet the City's schedule, and we fully understand the legally required time-frames relating to the annual administration and establishment processes, City Council agenda deadlines, and County Auditor- Controller submittal requirements.

A. STANDARD SERVICES

The City's Street Lighting Districts are renewed per the provisions of the Landscaping and Lighting Act of 1972 and are currently exempt from the provisions of Article XIII D of the State Constitution (Proposition 218). Therefore, assessment rates in each will not be increased over what was assessed last year. The City's Park Maintenance District was balloted in compliance with Proposition 218 however the approved rate did not include an annual escalator so the rate remains constant.

A.1) Research. Gather material, maps, and District budget information; research locations, and Assessor's parcel numbers if annexations have been approved during the prior year, and add to existing database, including:

- Obtain current assessor data from the County Assessor and other sources for all parcels within the City and merge with Consultant's internal parcel data.
- Perform a comprehensive audit annually to identify each parcel that is physically located within the boundaries of each of the Assessment Districts. Research and reconcile any parcels that we find to be within the City's boundary, but are inaccurately identified by the County Assessor.
- Create a complete and highly accurate database for each District including every parcel in the boundaries of each District; including the parcel attributes necessary for calculating the Assessments.
- Determine the number of parcels in each land use category, excluding nontaxable parcels.
- Research and obtain all property characteristics that are needed to properly calculate the correct assessment amount, including location, property type, and land area.
- Update and maintain a database for each parcel within each Assessment district. The data for each parcel will include the owner name(s), site address, property values, parcel number, assessment factors, assessment amount, mailing address, site address, parcel type, notes, and other useful or relevant data.
- Research changes in property data, property usage, property calculations, and assessment changes from the previous year for all parcels within the City. Flag all parcels that require property research to determine the appropriate assessment.
- Research all flagged parcels as well as those parcels or areas designated by City staff as requiring further research.
- Research or field-check those properties that are flagged for research and for which additional information is needed.
- On a parcel-by-parcel basis, calculate the specific assessment amount for each Assessment.

A.2) Meetings and Coordination. Meet with the City staff to review any changes or annexations to the Districts, receive budgets, and confirm schedule; conduct one status meeting each in conjunction with the draft Engineer's Report and the final Report; attend Council Meetings authorizing the Resolutions, provide technical support, and answer other District questions. Total of up to five (5) meetings including:

- Meet with our contact, City staff, property owners, County Assessor staff, and other parties as needed to obtain information or verify Assessments.

A.3) Budget Review. Review the provided budgets and projected costs for each District including:

- Using the established assessment methodology, allocate the estimated cost of services, improvements, and expenses to all assessed parcels within the boundaries of assessment district.
- Review current fiscal year cost information from the City to use as a basis for the cost estimate in the Engineer's Reports.
- Project costs based on prior year estimates, actual costs, new or modified services and improvements, and other factors. Establish budgets for each of the Assessments based on information provided by the City.
- Review the budgets and cost estimates with the City and finalize the budgets after incorporating City input.

A.4) Prepare Engineer's Report. Prepare an Engineer's Report for each District, establishing the annual assessment rates for the next fiscal year, based on budget information supplied by City. The report will be prepared by a Registered Civil Engineer. Furnish a PDF copy of a draft Report for review and comment, and up to ten (10) copies of the final report with one (1) copy of the Preliminary Assessment Roll, for processing and filing. Total of up to two (2) meetings.

- Provide draft copies of the Engineer's Reports to the City and review the Reports with the City.
- As necessary, incorporate comments and suggestions.

- File the final Engineer's Reports with the City.
- Prepare and assist with the publication of any notices for the continuation of the Assessments.
- Attend City Council meetings, including those at which the Engineer's Reports are approved and the public hearing is held.
- Present the Assessment Roll to City Council, summarize the assessment methodology, answer all questions raised and assist in finalizing the project for Council approval.

A.5) Submittal to County. After confirmation of assessments, submit assessment roll in required electronic format to the Orange County Auditor/ Controller's office. Make necessary corrections, if required, after receipt of the Exception Report from the County. Deliver an electronic copy and one (1) bound copy of the Final Assessment Roll to the City for each District. Tasks include:

- Meet Orange County assessment roll submission requirement and perform tasks needed to submit the assessment levies.
- File approved Assessment Roll and Certified Resolutions with the County Auditor for inclusion of Assessments on current fiscal year tax bills.
- Verify and validate Auditor's levy data prior to the printing of tax bills

City Responsibilities

The following describes the City services and staff resources needed to maintain the project schedule.

- Designate a project manager to manage and coordinate the project.
- Provide budgets for each District and access to records as needed.
- Secure qualified legal counsel and financial consultants to assist with the proceedings including Certified Resolutions to be provided to Harris for County submittal.
- Schedule and agendaize City Council meetings and hearings and the publishing of all legal notices.

Comprehensiveness and Rational of the Project Work Plan

The work plan proposed by Harris includes all of the task required for the calculation, approval, and submittal of the assessments for Fiscal Years 2019-20, 2020-21, 2021-22, and 2022-23. Work will be in accordance with the provisions of Sections 22500 through 22679 of the Streets & Highways Code, Proposition 218, and the Orange County Auditor/Controller's Office. Based upon our experience in providing the requested services for the City's Street Lighting and Park Maintenance Districts, our knowledge of the Districts will allow Harris' team to provide the services in a timely and cost-effective manner, and will minimize the time required by City staff. Our team is committed to providing the same high level of services that we have been providing to the City for over the past 17 years for the administration of your assessment districts.

Project Staff

Experience, Organization, and Technical Skills

Our project team members are specialists in assessment and financial engineering. We have extensive knowledge of the City's Street Lighting and Park Maintenance District, and have been involved with the annual administration of your districts since 2002.

Annual Administration and Levy Experience: In Fiscal Year 2018-19, this team successfully placed over \$72 million in assessments, fees and taxes on more than 1.0 million parcels on county property tax bills all over California.

Assessment Engineering Formation Experience: Since November 1996, when Proposition 218 was enacted, The Harris team has been involved in the formation of 104 operation and maintenance assessment districts and has been involved in the formation of a total of 134 maintenance assessment districts both before and after Proposition 218. Harris has assembled a team of highly qualified professionals to establish assessment and special financing districts. Our team understands the provisions and implications of Proposition 218 and is very familiar with the City of Garden Grove.

LIST OF OTHER AGENCIES

Harris has experience working with many public agencies. Below is a partial list of California agencies for which we have provided public finance services including annual District administration and formation.

Partial Listing of Public Agencies Served

City of Antioch	City of Hesperia	City of Pomona	Cucamonga County
City of Baldwin Park	City of Highland	City of Rancho Cordova	Water District
City of Berkeley	City of Indian Wells	City of Rancho Palos Verdes	Jurupa Recreation and
City of Beverly Hills	City of Indio	City of Redondo Beach	Park District
City of Blythe	City of Irvine	City of Rohnert Park	Los Angeles County
City of Brawley	City of La Palma	City of Sacramento	Public Library
City of Brea	City of La Quinta	City of San Diego	Northwest Mosquito and
City of Brentwood	City of Lake Elsinore	City of San Francisco	Vector Control District
City of Buena Park	City of Lathrop	City of San Jose	Novato Sanitary District
City of Calimesa	City of Lawndale	City of San Juan Capistrano	Orange County Vector Control
City of Camarillo	City of Lincoln	City of San Marcos	District
City of Carlsbad	City of Los Altos	City of Santa Ana	Palos Verdes Peninsula Unified
City of Carmel-by-the-Sea	City of Los Angeles	City of Santa Clarita	School District
City of Cathedral City	City of Manhattan Beach	City of Santa Fe Springs	Rancho Simi Recreation and
City of Coachella	City of Manteca	City of Santa Monica	Park District
City of Concord	City of Marina	City of Santee	Sacramento County Public
City of Covina	City of Modesto	City of Sierra Madre	Library
City of Culver	City of Monrovia	City of South Gate	San Joaquin Area Flood
City of Danville	City of Monterey	City of Pasadena	Control Agency
City of Delano	City of Morgan Hill	City of South San Francisco	San Joaquin County Road
City of Dublin	City of Newman	City of Stanton	Control & Water Conservation
City of El Cerrito	City of Norco	City of Sunnyvale	District
City of El Monte	City of Oakland	City of Temple City	Santa Clara Valley
City of Elk Grove	City of Oceanside	City of Tustin	Water District
City of Encinitas	City of Palm Springs	City of Union City	Sonoma County Water
City of Garden Grove	City of Palo Alto	City of Vista	Agency
City of Gardena	City of Palos Verdes Estates	City of Watsonville	Ventura County Fire
City of Glendale	City of Pasadena	City of West Covina	Protection District
City of Goleta	City of Perris	City of Yorba Linda	
City of Greenfield	City of Petaluma		
City of Hermosa Beach			

Carol Hill

PROJECT MANAGER



Carol Hill will be primary contact for the details of the district administration processes. She has over 15 years of experience in the area of assessment and financial engineering. Carol has been involved in all aspects of district administration including district formations, reviewing budgets for the Engineer's Reports, compiling district databases, researching and analyzing the different parcel attributes, confirming database accuracy, notice and ballot production and tabulation, and the

annual levying of the assessments, fees and taxes on county property tax bills throughout the State of California. Her computer and system network skills have been applied to resolve many technical data challenges associated with coordinating project implementation and handling property owner inquiries. In addition, she has also been involved in the preparation of Assessment Diagrams and Boundary Maps and in using Geographic Information Systems (GIS) as part of the database research effort. **Carol has assisted with the annual administration of the City's District from 2005 to 2018**, including database updates and analyses, and coordination with the City and County.

RELEVANT EXPERIENCE

- **City of Stanton, Lighting and Landscaping District, Proactive Services Tax and Sewer Fee Annual Administration.** Project Manager.
- **City of Pomona, Lighting and Landscaping Maintenance District.** Project Manager.
- **City of Thousand Oaks, Landscape and Lighting Assessment District No. 79-2.** Senior Analyst.
- **City of Manhattan Beach, Street Lighting and Landscaping Maintenance District Administration,** Project Manager.
- **City of South Pasadena, Street Lighting and Landscape Maintenance District.** Project Manager.

K. Dennis Klingelhofer, PE

ASSESSMENT ENGINEER



K. Dennis Klingelhofer, PE is a registered Professional Engineer in the State of California and has almost 30 years of assessment and financial engineering experience consulting to cities, counties and special districts throughout the State of California. He has assisted agencies with the analysis of special benefit from various types of improvements, in accordance with the requirements of Article XIID of the California State Constitution (Proposition 218). He has prepared Engineer's Reports and Assessment Diagrams, and has assisted with presentations to City Councils and property owners, the **preparation and mailing of notices and ballots**, and ballot tabulation.

EDUCATION

MS, Engineering Administration
BS, Civil Engineering

LICENSES

Professional Civil Engineer, CA

PUBLICATIONS

Co-author, "Are Your Maintenance Assessment Districts at Risk?"

RELEVANT EXPERIENCE

- **City of Stanton, Lighting and Landscaping District, Proactive Services Tax and Sewer Fee Annual Administration.** Principal-in-Charge/ Assessment Engineer.
- **City of Pomona, Lighting and Landscaping Maintenance District.** Assessment Engineer.
- **City of Thousand Oaks, Landscape and Lighting Assessment District No. 79-2.** Principal-in-Charge/ Assessment Engineer.
- **City of Carlsbad, Annual District Administration FY 2018-19.** Principal-in-Charge.
- **City of South Pasadena, Street Lighting and Landscape Maintenance District.** Principal-in-Charge.
- **City of Manhattan Beach, Storm Water and Street Lighting Assessment.** Principal-in-Charge.

Diana Sheng

ANALYST



Diana Sheng has over 11 years of experience and has been responsible for the technical aspects of Public Financing Districts pursuant to the Municipal Improvement Act of 1913, the Landscape and Lighting Act of 1972, and Mello-Roos Community Facility Districts. She is proficient at compiling district databases, researching And analyzing the different attributes of

the district, confirming database accuracy, ballot tabulation, and coordinating with the County Auditor-Controller's offices for annual levy submittals for inclusion on the property tax bills. Diana also has extensive experience in the field of facilities acquisition, assisted construction audits of public improvements valued at over \$300 million throughout California. Project tasks include reviewing the bid documents and change orders, reviewing invoices and proofs of payment submitted by the developer, performing the cost/reimbursement analyses, and preparing the Facilities Acquisition Reports recommending reimbursement amounts for the improvements.

RELEVANT EXPERIENCE

- **City of Pomona, *Lighting and Landscaping Maintenance District.*** Project Analyst.
- **City of Tustin, *Tustin Ranch Lighting and Landscaping Maintenance Assessment District.*** Project Analyst.
- **City of Stanton, *Annual District Administration.*** Project Analyst.
- **City of Carlsbad, *Annual District Administration.*** Project Analyst.

Qualifications and Experience

Background, and Prior Experience of the Firm

QUALIFICATIONS AND BACKGROUND

Founded in 1974, Harris is an industry leader in providing special district administration and formation services to public agencies in California.



Harris is a recognized leader in the assessment and financial engineering industry.

We pride ourselves in providing highly qualified staff with strong technical knowledge of State codes, the requirements of Proposition 218 including recent court decisions, and government processes. We also understand that by listening to our clients' needs, we can anticipate and respond to the challenges that characterize the public process.

History with Garden Grove: Harris has provided these services to the City for the past 17 years. Each year we review and update the Engineer's Report based upon changes in legislation or recent court cases and add in any additional information that documents the improvements that have been added since the prior year. **Our method of researching and tracking parcel changes enhances the integrity of the data resulting in accurate placement of assessments to the appropriate properties.** This is key to yielding the maximum revenue for the City.

Listening to You. Our diverse and extensive experience in public projects has given us a thorough understanding of the collaborative spirit and the sensitivity to community concerns, which are necessary for successful relationships and projects. As the City's advocate throughout the assessment district administration process, we make it our job to understand your specific needs and focus on successful delivery of your project.

With Qualified Staff. Our project team members are specialists in assessment and financial engineering and have worked with cities, counties, and special districts throughout California. We understand the statutory and constitutional procedures and requirements for both the formation and administration of streetlight and landscape maintenance districts established under the Streets and Highways Code, and the requirements of Proposition 218, as well as other types of Special Financing Districts.

Committed to Your Success. Within the spectrum of assessment and financial engineering, Harris has built a reputation for excellent service. Our history of long-term client relationships represents the quality you can expect when you select Harris to be a part of your team.

Providing Financial Engineering Services. Harris provides a broad range of public financing and assessment engineering services. We assist public agencies in obtaining funding for the design, construction, and maintenance of public infrastructure needed to serve the existing community and new developments. We specialize in special benefit analyses and have extensive knowledge of State codes relating to assessment and special financing districts, including Article XIID of the California Constitution (Proposition 218) and related legislation.

Public Finance

We help clients find additional funding, improve admin efficiencies and increase revenues to fund future projects. Our key service areas include district formation, district administration, and rates and fees.



Download a QR code reader app or click to view our website.

Financial Engineering Services Provided by Harris Include:

- Landscape and Lighting Act of 1972
- 1913/1915 Act Improvement Assessment Districts (1911 Act)
- 1972 Act Landscaping and Lighting Maintenance Assessment Districts
- 1982 Act Benefit Assessment Districts
- Proposition 218 compliance, such as noticing and ballot tabulation
- Property-Related Fee establishment, including sewer, water, and drainage fees
- Presentations to City Councils and property owners
- Mello-Roos Community Facilities Districts (CFDs)
- Feasibility Studies and Rates Studies
- Development Impact Fee (DIF) studies in compliance with AB 1600
- Tax Formulas for Special Tax Districts
- Annual Administration and Levy of Assessments, fees and taxes
- Facility Acquisition and Reimbursement Audits

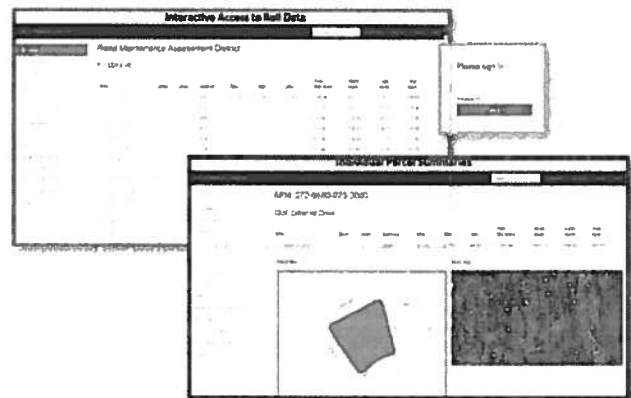
INNOVATIONS IN SPECIAL ASSESSMENT DISTRICT MANAGEMENT

Custom Software Solutions with Online Access.

In today's environment of varied financing where the annual special tax levy changes year to year, Harris develops software solutions characteristic of each district. Most of our competitors' software was developed for the administration of bonded districts with fixed liens on parcels. Harris uses off the shelf Microsoft programs. As a result, our programs are non-proprietary, which means no annual license or maintenance fees. We believe this approach provides greater transparency, which facilitates quality control practices, and makes it easier for non-technical staff to access data or generate custom reports using programs they are already familiar with. The key is the ability to generate user reports using common software. In addition, Harris has robust data backup and security policies to ensure your data is protected. We have a dedicated full time Director of Information Technology who monitors and controls all data and software resources.



Below are samples of our on-line data access tools. This access can be open to the public or limited to City access only, as determined by the City. Providing map access gives the user confidence they are looking at the correct property. It also allows the user to identify properties in close proximity, enabling verification of levy amounts in the general vicinity. This utility can be used for both bonded and services districts.



Database Accuracy. Harris' project team has successfully taken over the annual administration of assessment and special tax districts previously administered by other consultants or City staff. We have developed proven software tools to aid in the data transition, and to confirm assessments/special taxes are calculated accurately and correctly. Our team carefully reviews the City's parcel data to make sure it is consistent with the prior year's assessment calculation, identifies any discrepancies, and researches any missing data needed for the calculation of the assessment/special tax.

ABOUT DISTRICTDATA

Harris' DistrictDATA is a cloud based (online) platform that provides open and ready access to assessment and tax data to both property owners and agencies alike. Our user-friendly site is easy to navigate and available from your computer, mobile device or tablet. Some of the information you can access is shown below. All you'll need to access the information you are looking for is your assessor's parcel number shown on your tax bill.

Public Agencies

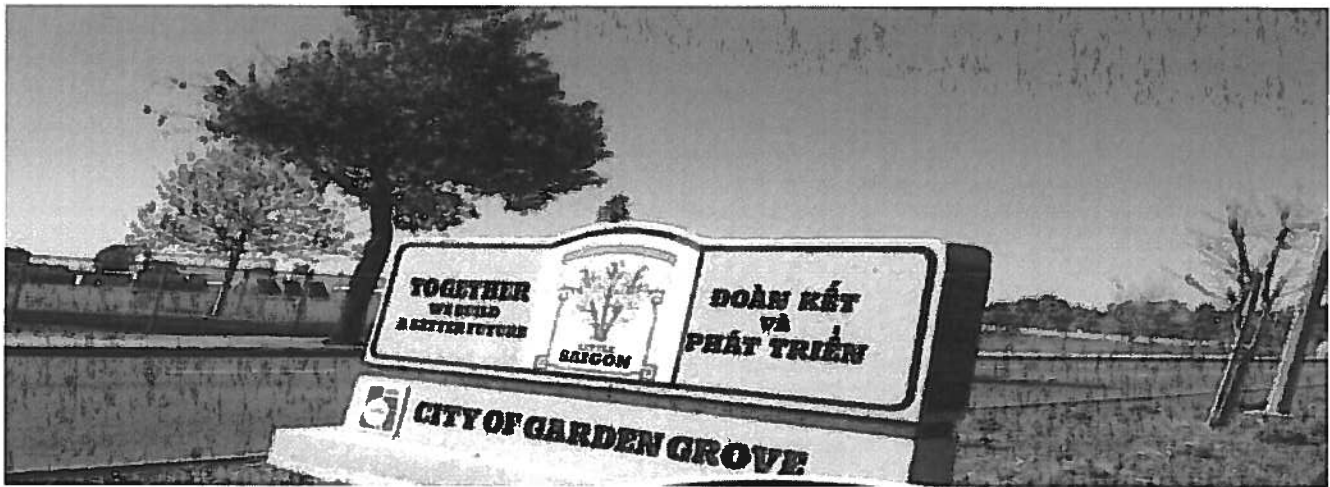
- How many parcels or units are within a District?
- What is the total annual charge?
- How many single family homes, commercial properties, etc. are within the District?
- What is the total revenue generated by each property type?
- How is the charge for a commercial property calculated as opposed to a residential property?
- What types of properties are charged?

Property Owners

- What am I paying for with this charge?
- How long will this charge be on my tax bill?
- Where are the improvements located?

"Harris has been working with Orange County Auditor-Controller's office with the fixed charge special assessment process for various public agencies for over 14 years. In that time, they have demonstrated professionalism, timeliness, and a willingness to get the job done right the first time."

**MARY MANSON
OFFICE OF THE AUDITOR-CONTROLLER
COUNTY OF ORANGE**



Prior Experience

LIGHTING AND PARK MAINTENANCE DISTRICTS

City of Garden Grove

Harris was selected for the annual administration of the Lighting and Park Maintenance Districts in

Harris has provided these services to the City for the past 17 years.

2002 and has been providing the annual administration since then. Scope includes updating the parcel database; preparation

of the annual Engineer's Report and Preliminary Roll; attendance at City Council meetings for the approval of the Engineer's Report, and annual assessments; submittal of the approved assessments to the County Auditor-Controller for inclusion on the Fiscal Year 2018-19 property tax bills; and providing the Final Assessment Roll.

LIGHTING AND LANDSCAPING DISTRICT NO. 1, PROTECTIVE SERVICES TAX AND SEWER USER FEE ADMINISTRATION

City of Stanton

Harris has administered the City's Districts continuously for 20 years. The Lighting and Landscaping District includes over 6,500 parcels. Annually, we prepare the Engineer's Report for the district and attend the Council Meetings. In 2017, Harris assisted with the modification to the Sewer User Fee. Each year, we update the database for changes according to the methodology for applying

the assessments, taxes or fees prior to submittal to the Orange County Auditor's office for inclusion on the property tax bills.

LANDSCAPE AND LIGHTING DISTRICT NO. 79-2

City of Thousand Oaks

Harris was selected by the City in 2013 to provide assessment district administration services for Landscape and Lighting Assessment District No. 79- 2, which consisted of 41 benefit zones. Our services included annual district engineering and management including preparation of Engineer's Report, and annexation of miscellaneous properties into the district, including development and mailing of ballots and audits of parcels as required. We served as primary contact to answer property owner questions, attended meetings with staff and City Council and delivered the approved assessment roll to the County Tax Collector's office. Additionally, Harris made recommendations on Capital Improvement Program projects related to Lighting and/or Landscaping as requested and advised the City on development of legal or legislative actions that impacted or affected the district. Based upon Harris' review of the prior year's assessment, **our team was able to identify a number of parcels that were being under assessed based upon the adopted assessment methodology.** After completing an audit of the district prior to the FY 2016- 17 assessment levy, we identified \$34,000 in additional assessment revenues that could be levied annually in succeeding years.

LANDSCAPING AND LIGHTING MAINTENANCE DISTRICT ADMINISTRATION City of Temple City

Harris has been administering the City's District continuously for 17 years. The Citywide Lighting Maintenance District includes over 10,000 parcels and has several zones of benefit. We update the database for the latest County Assessor's Roll, review the City budget, prepare the Engineer's Report, attend the Council Meetings to address questions, prepare preliminary and final assessment roll, and submit the data to the County Auditor's office for inclusion on the tax bills. Harris is continuing to provide the annual administration services to the City.

LIBRARY SPECIAL TAX Los Angeles County Public Library

Harris assisted with the formation and administration of the Library Services Service Charge in Los Angeles County, which was levied in 1995 and 1996. After Proposition 218, the Library received voter approval for a Special Tax to replace the benefit charge.

Each year, Harris receives and processes parcel data for more than 2.5 million parcels and must compile the correct parcel numbers in order to update and maintain the Library's Special Tax database with the appropriate service area designation for each parcel. In addition, Harris calculates the special tax to be applied to each parcel based upon the special tax formula, which was approved by the voters. Harris' services include updating the latest Assessor's parcel information into the Special Tax database, submitting the Special Tax amounts to the County Auditor- Controller for inclusion on the property tax bills, and providing summary information to the Library regarding what was accepted and levied by the County. Harris also uses GIS to confirm that all parcels within the Library's defined service areas are included.

CITYWIDE LIGHTING AND LANDSCAPING MAINTENANCE DISTRICT City of Manhattan Beach

Harris has been serving as the City's Assessment Engineer for the administration of the City's citywide assessment district under authority of the Landscape and Lighting Act of 1972 since 2006. This district provides the City with a source of funding for the operation and maintenance of different types of street lighting throughout the City, as well as maintenance of the landscaped/hardscaped improvements in the downtown area. As Assessment Engineer, Harris is responsible for updating the parcel database, preparing the Engineer's Report for approval by the City Council, and preparing the Assessment Roll for submission to the Los Angeles County Auditor/ Controller's office for inclusion on the property tax bills. The district includes approximately 12,300 parcels and the total annual assessments collected are in excess of \$370,000.

The City has also retained Harris to evaluate the feasibility of increasing the assessments, given the requirements of Proposition 218 and recent case law. Harris prepared a preliminary analysis for potential methodology changes and new assessment rates, including the identifying general and special benefits per Proposition 218.



Harris' assessment engineers have never had an assessment methodology overturned because it did not meet the requirements of Proposition 218.

ASSESSMENT INCREASE FEASIBILITY STUDY FOR ENCINITAS LANDSCAPING AND LIGHTING DISTRICT

City of Encinitas

Since 2006, Harris has assisted the City providing Landscape and Lighting District Administration of over 23,000 parcels. The Harris team is responsible for updating the databases each year per the latest County Assessor's Roll, preparing the annual Reports, assisting at the City Council meetings, and submitting the assessments to the County for inclusion on the property tax bills.

In 2010, the City requested that Harris evaluate the feasibility of increasing assessments in the City's existing citywide landscaping and lighting district. The District contains eight existing benefit zones separated into citywide residential lighting, commercial lighting, and landscaping and five development specific zones. The District was created prior to the passage of Proposition 218 and is currently considered exempt from its provisions. The study encompassed applying the requirements of Proposition 218 and recent case law to determine the changes required to create a compliant assessment increase. Recommendations included redefining the zones of benefit, applying a new assessment methodology, and quantifying the general benefits to the public at large.

STREET LIGHTING & LANDSCAPE MAINTENANCE DISTRICTS ANNUAL ADMINISTRATION

City of Oceanside

Harris has been providing annual administration of the Street Lighting and Landscape Maintenance Districts annual administration for the past 16 years. The Harris team is responsible for reviewing the City's draft Engineer's Reports, providing the City with data summaries from the previous year's final assessment rolls, obtaining the new assessor parcel maps and the latest San Diego County assessors roll, and submitting to the County in electronic format for inclusion in the annual property tax bill district levies.

MAINTENANCE ASSESSMENT DISTRICT ADMINISTRATION

City of Carlsbad

Lighting and Landscape Maintenance | District No. 1
Lighting and Landscape Maintenance | District No. 2

Harris began assisting the City with the administration of Lighting and Landscaping Maintenance District No. 1 (comprised of three zones with 49,000, 50,000 and 14,000 parcels respectively) and the Buena Vista Channel Maintenance District (27 parcels) for the FY 2003-04 levy process. In 2004, because the existing Maintenance District No. 1 did not generate enough revenue to wholly fund the City's maintenance expenditures, Harris assisted the City with the establishment of a new Landscaping and Lighting Maintenance Assessment District for areas of new development. Harris' responsibilities include updating the databases each year per the latest County Assessor's Roll, preparing the annual Engineer's Reports, assisting at the City Council meetings, and submitting the assessments to the County for inclusion on the property tax bills. Harris continues to administer the City's assessment districts and is proud to have served the City for over 10 years.

STREET LIGHTING DISTRICTS 1 & 2, PARKWAY MAINTENANCE DISTRICTS 1-4

City of Ontario

Harris has been providing annual district administration services for the City of Ontario's Street Lighting and Parkway Maintenance Assessment Districts since FY 2000/01. This included development of the assessment methodologies for several of the districts and conducting Proposition 218 proceedings. For FY 2018-19 assessments were levied on almost 8,000 parcels.

References

Performance References

City of Manhattan Beach

Henry Mitzner Controller
1400 Highland Ave
Manhattan Beach, CA 90266
310.802.5563 | hmitzner@citymb.info

City of Stanton

Stephen Parker, CPA
Assistant City Manager
7800 Katella Ave
Stanton, CA 90680
714.890.4226 | sparker@ci.stanton.ca.us

City of Carlsbad

Kevin Branca
Finance Director
1635 Faraday Ave
Carlsbad, CA 92008
760.602.2418 | Kevin.Branca@carlsbadca.gov

City of Thousand Oaks

Jim Taylor, PE, MPPA, CFM
Senior Civil Engineer
2100 Thousand Oaks Blvd
Thousand Oaks, CA 91362
805.449.2100 | jtaylor@toaks.org

City of Temple City

Susan Paragas
Administrative Services Director
9701 Las Tunas Dr
Temple City, CA 91780
626.285.2171 x 4205 | sparagas@templecity.us

"We are pleased to recommend Harris for assessment engineering services. We were impressed with their professionalism and knowledge of both the engineering and the process to establish a fee. Harris was able to help design an equitable and legally defensible fee that was acceptable to many in the community."

Dennis McLean
Director of Finance and Information Technology
City of Rancho Palos Verde



ed

	Est. Date	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug
/ Initial Meeting	Feb-19								
abase Update	Feb-19								
rom City	late Feb-19								
eports	early Mar-19								
with City	mid Mar-19								
eports	late Mar-19								
ition	9-Apr-19								
	14-May-19								
y	by 9-Aug-19								

Corporate Ownership

Name of Business: Harris & Associates, Inc.

Business Address: 22 Executive Park, Suite 200

Irvine, CA 92614-4705

Business Telephone No.: 949-246-9041

Contact Person: K. Dennis Klingelhofer, PE

Title: Vice President/ Public Finance

Type of Business:

- Non Profit
- Sole Proprietorship
- Partnership – General
- Limited
- Corporation

Is the business 51% or more owned by:

- American Indian
- Asian
- Black
- Hispanic
- Female
- Other

(please specify)

N/A

Prepared By: K. Dennis Klingelhofer, PE

Title: Vice President/ Public Finance

Date: 12-14-2018

**City of Garden Grove
 Proposal: Assessment Engineering Services for the City's Street Lighting and
 Park Maintenance Assessment Districts**

Proposed Fee

Based upon our understanding of the scope of services and our knowledge of the City's current districts, the following is our proposed fee for each year of the four (4) year period. We are pleased to be able to maintain our current fee for FY 2019/20 by utilizing enhanced processes both internally and with county systems to offset the increase in salaries and operational Expenses. We have proposed an annual escalation rate of 3% per year for each succeeding year as shown below.

FY 2019/20 Annual Administration / Assessment Levy Services

Street Lighting Districts (Citywide & 99-1) and
 Park Maintenance District **\$25,000** Lump Sum Not to Exceed

FY 2020/21 Annual Administration / Assessment Levy Services

Street Lighting Districts (Citywide & 99-1) and
 Park Maintenance District **\$25,750** Lump Sum Not to Exceed

FY 2021/22 Annual Administration / Assessment Levy Services

Street Lighting Districts (Citywide & 99-1) and
 Park Maintenance District **\$26,500** Lump Sum Not to Exceed

FY 2022/23 Annual Administration / Assessment Levy Services


Street Lighting Districts (Citywide & 99-1) and
 Park Maintenance District **\$27,300** Lump Sum Not to Exceed

Indirect expenses (such as mileage, duplicating and postage) are included in the fees shown above. Invoices for these services will be submitted monthly for services provided in the previous month and shall be paid within 30 days of receipt.

Additional services will be provided as mutually agreed in writing prior to the start of work and will be invoiced at the hourly rates shown below or as mutually agreed by Harris and the City of Garden Grove. The hourly rates shown are subject to increase annually beginning January 1, 2020, not to exceed 3% per annum.

Assessment Engineer	\$250/hour
Project Manager	\$175/hour
Senior Financial Analyst	\$150/hour
Financial Analyst	\$135/hour

These fees shall remain valid for a 90 days from the date of our proposal.


 _____ 12/17/18
 K. Dennis Klingelhofer Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/14/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 0757776 HUB International Insurance Services Inc. P.O. Box 4047 Concord, CA 94524	1-800-877-4560	CONTACT NAME: PHONE (A/C, No, Ext): 925 609-6500 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Valley Forge Insurance Company INSURER B: Navigators Specialty Insurance Company INSURER C: Travelers Property Casualty Co of Amer INSURER D: Continental Casualty Company INSURER E: INSURER F:	FAX (A/C, No): 925 609-6550 NAIC # A, XII A, XV A, XV
INSURED Harris & Associates Inc. Attn: Susan Mandilag 1401 Willow Pass Road, Suite 500 Concord, CA 94520			

COVERAGES

CERTIFICATE NUMBER: 534550805

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Ded: 0 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			6072176739	08/01/18	08/01/19	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			Reviewed and approved as to insurance language and/or requirements <i>Sandra Key</i> Risk Management			COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			SF18EXC712701IC	08/01/18	08/01/19	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB-8K458448-TIL-18 *	08/01/18	08/01/19	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	PROFESSIONAL LIABILITY Claims-Made			AER591891588	08/01/18	08/01/19	Per Claim 10,000,000 Aggregate 10,000,000 Ded. Each Claim 150,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

* Workers Compensation policy excludes monopolistic states ND, OH, WA, WY.

General Liability Additional Insured status granted, if required by written contract/agreement, per attached form CNA75079XX 1016.

City, its officers, officials, employees, agents & volunteers are additional insureds under General Liability if required by a written contract

RE: Street Lighting & Park Maintenance Dists., FYs 2019-20, 2020-21, 2021-22, 2022-23

(HA #1800467)

CERTIFICATE HOLDER**CANCELLATION**

180-0467 (2023) City of Garden Grove Ana Neal P.O. Box 3070 Garden Grove, CA 92840 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Susan Neal</i>
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Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

I. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused in whole or in part by your acts or omissions, or the acts or omissions of those acting on your behalf:

A. in the performance of your ongoing operations subject to such **written contract**; or

B. in the performance of **your work** subject to such **written contract**, but only with respect to **bodily injury or property damage** included in the **products-completed operations hazard**, and only if:

1. the **written contract** requires you to provide the additional insured such coverage; and
2. this **coverage part** provides such coverage.

II. But if the **written contract** requires:

A. additional insured coverage under the 11-85 edition, 10-93 edition, or 10-01 edition of CG2010, or under the 10-01 edition of CG2037; or

B. additional insured coverage with "arising out of" language; or

C. additional insured coverage to the greatest extent permissible by law;

then paragraph I. above is deleted in its entirety and replaced by the following:

WHO IS AN INSURED is amended to include as an **Insured** any person or organization whom you are required by **written contract** to add as an additional insured on this **coverage part**, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of **your work** that is subject to such **written contract**.

III. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

A. coverage broader than required by the **written contract**; or

B. a higher limit of insurance than required by the **written contract**.

IV. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:

A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:

1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
2. supervisory, inspection, architectural or engineering activities; or

B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.

V. Under **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance** is amended to add the following, which supersedes any provision to the contrary in this Condition or elsewhere in this **coverage part**:

CNA75079XX (10-16)

Page 1 of 2

Insured Name: Harris & Associates Inc.

Policy No: 6072176739

Effective Date: 08/01/2018

Reviewed and approved as to insurance language and/or requirements.

Risk Management



Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

Primary and Noncontributory Insurance

With respect to other insurance available to the additional insured under which the additional insured is a named insured, this insurance is primary to and will not seek contribution from such other insurance, provided that a **written contract** requires the insurance provided by this policy to be:

1. primary and non-contributing with other insurance available to the additional insured; or
2. primary and to not seek contribution from any other insurance available to the additional insured.

But except as specified above, this insurance will be excess of all other insurance available to the additional insured.

VI. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph 3. does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

VII. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires you to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury or property damage**; or
 2. the offense that caused the **personal and advertising injury**;
 for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

CNA75079XX (10-16)
Page 2 of 2
Insured Name: Harris & Associates Inc.

Policy No: 6072176739 ✓
Effective Date: 08/01/2018

Reviewed and approved as to insurance language and/or requirements
Sanchez
Risk Management



Architects, Engineers and Surveyors General Liability Extension Endorsement

(6) of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

B. Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

WHO IS INSURED is amended to include as **Insureds** natural persons who are retired partners, members, directors or employees, but only for **bodily injury, property damage or personal and advertising injury** that results from services performed for the **Named Insured** under the **Named Insured's** direct supervision. All limitations that apply to **employees** and **volunteer workers** also apply to anyone qualifying as an **Insured** under this Provision.

24. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A. Paragraph 1.b. is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph 1.d. is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

25. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

26. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

- 1. the **Named Insured's** ongoing operations; or
- 2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

- 1. is in effect or becomes effective during the term of this **Coverage Part**; and
- 2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the **claim**.

27. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

and approved as to language
 Sandra Key
 Risk Management

TRAVELERS
ONE TOWER SQUARE
HARTFORD, CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 99 03 76 (A) - 001

POLICY NUMBER: (UB-8K458448-TIL-18)

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT - CALIFORNIA
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 02.000 % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

ANY PERSON OR ORGANIZATION
FOR WHICH THE INSURED HAS
AGREED BY WRITTEN CONTRACT
EXECUTED PRIOR TO LOSS TO
FURNISH THIS WAIVER.

and approved as to insurance language
and requirements
Sandra Sey
Risk Management

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

DATE OF ISSUE: 08-02-18

ST ASSIGN:

Page 1 of 1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/15/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Sponsored Programs a division of Marsh USA Inc. PO Box 14404 Des Moines, IA 50306-9686	CONTACT NAME: Marsh Sponsored Programs	
	PHONE (A/C, No. Ext): 1-877-320-9393	FAX (A/C, No): 515-365-0895
	E-MAIL ADDRESS: riskmanagement@marshpm.com Vendor ID: 31459	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED HARRIS & ASSOCIATES, INC 1401 Willow Pass Road, Ste 500 Concord, CA 94520	INSURER A: Old Republic Insurance Company 24147	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	


COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR	WORD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER							EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X		L100554-18	08/01/2018	08/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$							EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFF-CER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) GPBR: 1XL1

Policy provides protection for any & all operations/jobs performed by the named insured where required by written contract. Certificate holder is an Additional Insured where required by written contract. Waiver of Subrogation included where required by written contract. Insurance is primary and non-contributory. City, its officers, officials, employees, agents & volunteers are additional insured where required by written contract. RE: Street Lighting & Park Maintenance Dist., FYs 2019-20, 2020-21, 2021-22, 2022-23 (HA #1800467)

CERTIFICATE HOLDER 180-0467 (2023) City of Garden Grove Ana Neal P.O. Box 3070 Garden Grove, CA 92840	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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POLICY NUMBER:

COMMERCIAL AUTO
CA 04 44 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p>Named Insured: HARRIS & ASSOCIATES, INC</p> <p>Endorsement Effective Date:</p>

SCHEDULE

<p>Name(s) Of Person(s) Or Organization(s):</p> <p>All persons or organizations as required by written contract or agreement.</p>

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The Transfer Of Rights Of Recovery Against Others To Us condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

Reviewed and approved as to insurance language
and/or requirements.

Sandra Sey

Risk Management

OLD REPUBLIC INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

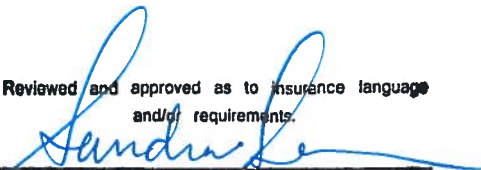
BUSINESS AUTO COVERAGE FORM

Schedule

Any person(s) or organization(s) as required by written contract or agreement.

1. **SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who Is An Insured** is amended to include the person(s) or organization(s) designated in the Schedule above but only for damages:
 - a. Which are covered by this insurance; and
 - b. Which you have agreed to provide in a written contract.
2. The limits of insurance afforded to such person(s) or organization(s) will be:
 - a. The minimum limits of insurance which you agreed to provide, or
 - b. The limits of insurance of this policywhichever is less.

Reviewed and approved as to insurance language
and/or requirements.


Risk Management

CA 560 002 1213

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Page 1 of 1

HARRIS & ASSOCIATES, INC

08/01/2018- 08/01/2019

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A. The following is added to the Other Insurance Condition in the Business Auto Coverage Form and the Other Insurance – Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form and supersedes any provision to the contrary:
- This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
1. Such "insured" is a Named Insured under such other insurance; and
 2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".
- B. The following is added to the Other Insurance Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:
- This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
1. Such "insured" is a Named Insured under such other insurance; and
 2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

Reviewed and approved as to insurance language
and/or requirements.


Risk Management