ORANGE COUNTY BOARD OF SUPERVISORS

Agenda Revisions and Supplementals

Note: This supplemental agenda is updated daily showing items that have been added, continued, deleted or modified.

No new supplemental items will be added to the agenda following close of business on Friday.

April 16, 2013

CONSENT

3. Revised Title to read:

Treasurer-Tax Collector - Approve agreement with City of Westminster for water billing and payment processing services, 3/1/13 - 2/28/18 5/1/13 - 4/30/18; and authorized Treasurer-Tax Collector to execute agreement - District 1 (Continued from 2/26/13, Item 13)

- 4. Continued to 5/14/13, 9:30 a.m.
- 11. Continued to 5/7/13, 9:30 a.m.
- 12. Continued to 5/7/13, 9:30 a.m.
- 13. Continued to 5/7/13, 9:30 a.m.
- 15. Continued to 5/7/13, 9:30 a.m.

DISCUSSION

28. Continued to 5/7/13, 9:30 a.m.

PUBLIC HEARING

35. Revised Title to read:

County Executive Office - Public Hearing to consider first reading and adoption of "An Ordinance of the County of Orange, California Approving a Public/Private Partnership with Related/Griffin for the Assessment and Construction of an Office Building for Governmental and Commercial Uses in the Santa Ana Civic Center"; approve agreement CT-080-13010515 with Griffin Structures, Inc. for Building 16/Civic Center Master Plan Study, $\frac{2}{26}/13 - \frac{2}{25}/14 \frac{4}{16}/13 - \frac{4}{15}/14$ (\$459,450); authorize Purchasing Agent or authorized Deputy to execute agreement; and make California Environmental Quality Act findings - District 1 (4/5 vote of membership) (Continued from 2/26/13, Item 52; 3/12/13, Item 19; 3/19/13, Item 34)

CLOSED SESSION

CS-4. Continued to 4/23/13, 9:30 a.m.

THE FOLLOWING AGENDA ITEMS HAVE HAD CHANGES TO THEIR RECOMMENDED ACTIONS SINCE RELEASE OF THE AGENDA TO THE PUBLIC:

Items: 3 & 35

REVISIONS AND SUPPLEMENTALS TO APRIL 16, 2013 AGENDA - PAGE 1 OF 2

Document last updated: 4/16/2013 9:57 AM

ORANGE COUNTY BOARD OF SUPERVISORS

Agenda Revisions and Supplementals

Note: This supplemental agenda is updated daily showing items that have been added, continued, deleted or modified.

No new supplemental items will be added to the agenda following close of business on Friday.

Supplemental Item(s)

SCS8. **County Counsel** - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1):

Name of Case: Lyle Wilson v. County of Orange, Orange County Superior Court Case No. 30-2011-00477697-CU-PT-CJC

REVISIONS AND SUPPLEMENTALS TO APRIL 16, 2013 AGENDA - PAGE 2 OF 2



Revision to ASR and/or Exhibits/Attachments

	Date: April 11, 2013 To: Clerk of the Board of Supervisors From: Shari Freidenrich, Treasurer-Tax Collector ASR Control #(s): 13-000176 Agenda Item(s) # 3 for the 4/16/13 Board Meeting Subject: Approve Agreement with City of Westminster for water billing and payment processing services (Continued from 2/26/13 Board Meeting, Item #13)						
Explan	ation:						
Revisio	on to Recommended Action and Agreement to reflect new start and end dates due to continuation of ASR.						
\supset	Revised Recommended Action(s)						
. Appı	Recommended Action as follows: Tove Agreement with the City of Westminster to provide water billing and payment processing services for the of May 1, 2013 to April 30, 2018.						
	Make modifications to the:						
	Subject Background Information Summary						
3	Revised Exhibits/Attachments (attached)						
Revise	Agreement start date to May 1, 2013 and end date to April 30, 2018.						
	Additional Information and/or Correspondence (attached)						

AGREEMENT FOR WATER BILLING AND PAYMENT PROCESSING SERVICES BETWEEN THE CITY OF WESTMINSTER AND THE COUNTY OF ORANGE

THIS AGREEMENT is entered into this 1st day of May 2013, by and between the CITY OF WESTMINSTER, hereinafter referred to as "CITY", and the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as "COUNTY".

WITNESSETH:

WHEREAS, the County, through the Treasurer-Tax Collector (hereinafter referred to as "TTC"), maintains and operates remittance processing equipment; and

WHEREAS, CITY is responsible for billing and processing payments for water usage within its jurisdiction and therefore, wishes to contract with COUNTY for billing and payment processing services; and

WHEREAS, COUNTY is agreeable to the rendering of such services, as authorized in Government Code Section 51301, on the terms and conditions hereinafter set forth,

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. TERM

This Agreement shall commence on May 1, 2013 and end on April 30, 2018, unless earlier terminated by either party or extended in the manner set forth herein.

2. PURPOSE

- A. The purpose of this Agreement is to provide water billing and payment processing services (hereinafter "Services") to the CITY and for the CITY to pay for the cost of the services provided by COUNTY.
- B. Nothing in this Agreement shall be interpreted to give the CITY a right to services from COUNTY. COUNTY expressly retains all rights and powers to direct, manage, maintain, train, employ, equip, operate and control all equipment, facilities, properties and personnel in providing Services to CITY pursuant to this Agreement.

3. COUNTY PROVIDED SERVICES

- A. COUNTY, through its TTC, officers and employees, shall render to CITY the Services as hereinafter provided.
- B. The TTC will receive the incoming mailed payments at an established post office box in Santa Ana, CA designated for non-property tax payments. TTC staff will sort and open the mail, process the payments through the TTC's remittance processing equipment and send a deposit file electronically to CITY's designated bank account. At the end of each day, the TTC will provide a data file and associated reports containing all the necessary payment information to CITY to update their records. In addition, images of the front and back of all payment coupons and checks will be provided to the CITY.
- C. TTC has an agreement with a third-party vendor to provide printing and mailing services on behalf of the TTC (hereinafter "Vendor"). TTC will utilize the Vendor to process, print and mail invoices on behalf of CITY. The TTC will work directly with Vendor to design CITY's water bill to meet the specifications of the TTC's remittance processing equipment. The COUNTY has sole discretion to substitute the vendor that it will utilize to provide printing and mailing services to the CITY.

4. CITY DUTIES

- A. CITY is responsible for providing all necessary data in an agreed upon format to Vendor for generating invoices. Vendor will create PDF images of the invoices and present them to CITY for approval. It is essential for the CITY to provide approval on a timely basis so that the invoices can be mailed. If approval is not given within a reasonable time, the invoices will not be mailed by TTC.
- B. CITY will provide feedback information to the TTC regarding any problems or issues with the billing or payment processes in order to ensure satisfactory services are being provided.

5. COMPENSATION

- A. Pursuant to Government Code Section 51350, CITY agrees to pay to COUNTY the full costs of performing the Services mutually agreed upon in this Agreement. The costs of the Services include salaries, wages, benefits, mileage, services, supplies, equipment, and divisional, departmental and COUNTY General overhead.
- B. All direct costs associated with processing, printing and mailing invoices will be monitored by the TTC. Direct costs charged by TTC's third-party vendors for the one time set up of services will be charged to CITY as part of the first invoice generated by TTC.

- C. The TTC will also charge CITY a per item rate for processing mailed payments as set forth in Exhibit "A". The rate is calculated based on expected labor expenses and includes costs associated with the County Wide Cost Allocation Plan (CWCAP) and specific department indirect costs based on the volume assumptions provided by the City. All costs will be reviewed annually by TTC to determine whether any adjustments should be made to enable TTC to recover costs associated with providing services to CITY. Any changes to the costs associated with this Agreement will be agreed upon by both parties and reflected by written amendment to this Agreement.
- D. TTC will provide CITY with a monthly service statement detailing the services provided and the costs of such services. CITY shall notify TTC within ten (10) days of receipt of the monthly statement of any disputed charges.
- E. CITY shall pay COUNTY in accordance with COUNTY Board of Supervisors' approved County Billing Policy. CITY acknowledges that TTC has provided a copy of the approved County Billing Policy. TTC will provide CITY with updates to the County Billing Policy as they are made.
- F. COUNTY shall charge CITY late payment penalties in accordance with County Billing Policy as it may be amended from time to time.

6. TERMINATION

COUNTY or CITY may terminate this Agreement, without cause, upon ninety (90) days written notice to the other party.

7. <u>AMENDMENTS</u>

This Agreement fully expresses all understanding of CITY and COUNTY with respect to the subject matter of this Agreement and shall constitute the total Agreement between the parties for these purposes. All preliminary negotiations and agreements of whatever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions herein. This Agreement may be modified or amended only by a written document executed by both COUNTY and CITY.

8. NOTICES

A. All notices authorized or required by this Agreement shall be effective when written and deposited in the United States mail, first class postage prepaid and addressed as follows:

CITY:

ATTN: Robin Roberts City Clerk//City Treasurer

8200 Westminster Blvd. Westminster, CA 92683

COUNTY:

County of Orange Attn: Purchasing P.O. Box 4515

Santa Ana, CA 92702-4515

B. Termination notices shall be effective when written and deposited in the United States mail, certified, return receipt requested and addressed as above.

9. STATUS OF COUNTY

COUNTY is, and at all times shall be deemed to be, an independent contractor. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between CITY and COUNTY or any of COUNTY's agents or employees. COUNTY and TTC shall retain all authority for rendition of services, standards of performance, control of personnel, and other matters incident to the performance of services by COUNTY pursuant to this Agreement. COUNTY, its agents and employees shall not be entitled to any rights or privileges of CITY employees and shall not be considered in any manner to be CITY employees.

10. STATE AUDIT

Pursuant to Government Code Section 8546.7, CITY and COUNTY shall be subject to examination and audit by the State Auditor for a period of three (3) years after final payment by CITY to COUNTY under this Agreement. CITY and COUNTY shall retain all records relating to the performance of this Agreement for said three-year period, except that those records pertaining to any audit then in progress, or to any claim or litigation, shall be retained beyond said three-year period, until final resolution of said audit, claim or litigation.

11. INDEMNIFICATION

- A. CITY agrees that COUNTY shall be fully protected from any loss, injury, damage, claim, lawsuit, cost or expense arising out of, or in any way related, to the performance of services pursuant to this Agreement. Accordingly, the provisions of this Agreement should be construed and interpreted to provide the fullest possible protection to COUNTY.
- B. To the fullest extent permitted by law, CITY shall defend at its expense including attorney's fees and with counsel approved in writing by COUNTY, indemnify and hold harmless COUNTY and its elected and appointed

officials. officers, agents, employees, subcontractors and independent contractors (collectively, the "Indemnified Parties") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits. losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorney's fees, disbursements and court costs) of every kind and nature whatsoever (individually, a "Claim"; collectively, "Claims"), which may arise from or in any manner relate directly or indirectly to any services provided under this Agreement including, but not limited to, activities that relate in any way to this Agreement including the negligent and/or willful acts, errors, and/or omissions of CITY, its elected and appointed officials, officers, agents, employees, subcontractors or independent contractors. Notwithstanding the foregoing, nothing herein shall be construed to require CITY to indemnify the Indemnified Parties from any Claim arising from the sole negligence or willful misconduct of the Indemnified Parties. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable.

- C. COUNTY shall defend at its expense including attorney's fees and with counsel approved in writing by CITY, indemnify and hold harmless CITY and its officers, agents and employees with respect to any claim, loss, liability, damage, lawsuit, cost or expense that arises out of, or is in any way related, to the sole negligence or willful misconduct by COUNTY, its elected and appointed officials, officers, agents, employees, subcontractors or independent contractors.
- D. If judgment is entered against CITY and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of either party, CITY and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

12. MISCELLANEOUS PROVISIONS

- A. Each party to this Agreement shall immediately notify the other of any litigation or claims that is asserted by or against either party regarding this Agreement.
- B. The laws of the State of California shall govern this Agreement and all matters relating to it and any action brought relating to this Agreement shall be adjudicated in a court of competent jurisdiction in the County of Orange.
- C. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of the Agreement or any rule of construction which might otherwise apply.
- D. A waiver by either party of any breach, of any term, covenant or condition contained herein shall not be deemed to be a waiver of any subsequent

breach of the same or any other term, covenant or condition contained herein, whether of the same or a different character.

IN WITNESS WHEREOF, the parties have executed the AGREEMENT in the County of Orange, State of California.

CITY OF WESTMINSTER	COUNTY OF ORANGE
Eddie Manfro, City Manager City of Westminster Dated: 4/11/13	Shari L. Freidenrich, CPA Treasurer-Tax Collector Dated: 4-1/-13
ATTEST: Robin L. Roberts City Clerk APPROVED AS TO FORM:	APPROVED AS TO FORM: Office of the County Counsel Orange County, California Angelica C. Daftary, Deputy
Richard Jones	Dated: 04 · 12 · 13
City Attorney	

RECOMMENDED FOR APPROVAL:

Eddie Manfro/City Manager

EXHIBIT A		
Pricing for Printing and Mailing Invoice		Cessina Payments
General Printing Services	Pricing	Unit
1. Data Processing	\$ 12.00	Per Thousand Images
2. Electronic Imaging (Black)	\$ 20.00	Per Thousand Images
3. Fold, Insert, Seal & Meter (FISM)	\$ 22.00	Per Thousand Pieces
4. Additional Insert - if needed		Per Thousand Inserts
5. Zipsort		Per Thousand Pieces
6. Programming	\$ 125.00	
7. Archival PDF Conversion, Publishing & CD	\$ 75.00	Each Occurrence
8. Archival PDF Conversion	\$ 16.00	
		Per Thousand Pieces; \$250
9. National Change of Address (NCOA)	\$ 7.00	minimum processing charge
Stock	Pricing	Unit
10. Stock 24#, 8.5 x 11, 1 perf, 0/1 (pre-printed back)	\$ 20.00	Per Thousand Pieces
11. Outside Envelope #10	\$ 22.00	Per Thousand Pieces
12. Return Envelope #9	\$ 20.00	Per Thousand Pieces
Processing Costs Per Mailed Water Invoice - Estimated*		
Year 1 Estimated Costs:		
Printing and Mailing Costs (including postage)	\$ 0.6700	
Payment Processing Costs - TTC	\$ 0.1150	
	-	
	\$ 0.785	
Year 2 -5 Estimated Costs:		
Printing and Mailing Costs (including postage)	¢ 0 5270	
Payment Processing Costs - TTC	\$ 0.5370	
rayment riocessing Costs - ITC	\$ 0.1150	and the second s
	\$ 0.6520	
* Costs are estimated based on current postal rates and		
existing constract pricing and are subject to change.		PER ALL STATE OF THE STATE OF T

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2013 APR 16 AM 9: 02

Date: 4/16/2013

To: Clerk of the Board of Supervisors

CC: County Executive Office

From: Steve Franks, Director, OC Community Resources

ASR Control #: 13-000204 Agenda Item # 4 for the 4/16/2013 Board Meeting

Subject: Master Agreement for Veterinary Services

\boxtimes	Request to continue Agenda Item(s) 4 to the 5/14/13 Board Meeting.
Comme	ents:
	Request deletion of Agenda Item(s)
Comme	ents:



Date: April 15, 2013

To: Clerk of the Board of Supervisors

From: Ignacio G. Ochoa, P.E., Interim Director, OC Public Works

ASR Control #: 13-000211 Agenda Item # 11 for the April 16, 2013 Board Meeting

Subject: Advertise Job Order Contract for Asbestos Abatement Services

Request to continue Agenda Item(s) 11 to the May 7, 2013 Board Meeting.

Comments:

OC Public Works is requesting to continue this item. The new Gordian Group Contract with the County will require modifications to individual Job Order Contracts bid out in the future.

PR 16 MM 7: 10

CC: County Executive Office



Date: April 15, 2013

To: Clerk of the Board of Supervisors.

From: Ignacio G. Ochoa, P.E., Interim Director, OC Public Works

ASR Control #: 13-000215 Agenda Item # 12 for the April 16, 2013 Board Meeting

Subject: Advertise for Bids-Job Order Contract O&M 007, FY 2013-14

Request to continue Agenda Item(s) 12 to the May 7, 2013 Board Meeting.

Comments:

OC Public Works is requesting to continue this item. The new Gordian Group Contract with the County will require modifications to individual Job Order Contracts bid out in the future.

CC: County Executive Office



Date: April 15, 2013

To: Clerk of the Board of Supervisors

From: Ignacio G. Ochoa, P.E., Interim Director, OC Public Works

ASR Control #: 13-000216 Agenda Item # 13 for the April 16, 2013 Board Meeting

Subject: Advertise for Bids-Job Order Contract O&M 008, FY 2013-14

Request to continue Agenda Item(s) 13 to the May 7, 2013 Board Meeting.

Comments:

OC Public Works is requesting to continue this item. The new Gordian Group Contract with the County will require modifications to individual Job Order Contracts bid out in the future.

CC: County Executive Office



Date: April 15, 2013

To: Clerk of the Board of Supervisors

From: Ignacio G. Ochoa, P.E., Interim Director, OC Public Works

ASR Control #: 13-000217 Agenda Item # 15 for the April 16, 2013 Board Meeting

Subject: Advertise for Bids-Job Order Contract O&M 009, FY 2013-14

Request to continue Agenda Item(s) 15 to the May 7, 2013 Board Meeting.

Comments:

OC Public Works is requesting to continue this item. The new Gordian Group Contract with the County will require modifications to individual Job Order Contracts bid out in the future.

County Executive Office

CC:



Date: April 15, 2013

To:

Clerk of the Board of Supervisors

CC:

County Executive Office

From: Steve Sentman, Chief Probation Officer How for She Sutman

ASR Control #: 13-000143 Agenda Item # 28 for the May 7, 2013 Board Meeting

Subject: Renewal of Agreement for Polygraph Examination Services

\boxtimes	Request to continue Agenda Item(s) #28 to the May 7, 2013 Board Meeting.
Comme	ents:
Probation Board of	on requests that this item be continued so as to provide additional time to respond to questions from offices.
	Request deletion of Agenda Item(s)
Comme	ents:





Revision to ASR and/or Exhibits/Attachments

April 10, 2013

To:

Susan Novak, Clerk of the Board of Supervisors

CC:

County Executive Office

From:

Thomas Mason 1

Interim Manager, Real Estate, County Executive Office

Subject:

ASR Control # 13-000016, Agenda Item # 35 for the 4/16/13 Board Meeting

Public Hearing to consider first reading and adoption of "An Ordinance

of the County of Orange, California Approving a Public/Private

Partnership with Related/Griffin for the Assessment and Construction of an Office Building for Governmental and Commercial Uses in the Santa

Ana Civic Center"

Explanation:

Contract dates specified in recommended action number 6, need to be updated to prevent perception of request for a "retroactive" approval. Item was continued beginning on February 26, 2013, causing the dates to become invalid.

Revised Recommended Action(s)

6. Authorize the County Purchasing Agent or his authorized Deputy to execute Agreement CT-080-13010515 with Griffin Structures, Inc. for the Building 16/Civic Center Master Plan Study commencing on February 26, 2013 April 16, 2013 through February 25, 2014 April 15, 2014 in an amount not to exceed \$459,450.

cc: Robert J. Franz, Interim CEO



OBL								2013 APR	enconfedes - 1 July 18 - 1 July 18	
	Date:	April 15, 2013			- \$ \$\$		Ö			
	To: Clerk of the Board of Supervisors CC: County Executive Office From: Nicholas S. Chrisos, County Counsel N.S. ASR Control #: Agenda Item # CS-4 for the April 16, 2013 Board					ren Est	വ	E A E		
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						<u>6, 2013</u> Board	,			
	Subject: Request for Closed Session - Phoebe Loggins, et al. v. County of Orange, et al.,									
		USDC Case No. SACV12-691 JVS (MLGx)								
\boxtimes	Request 1	to continue Agei	nda Item(s) <u>CS-</u>	4 to the April	23, 2013 Boa	ard Meeting.				
Comm	ents:									
	Request o	deletion of Agen	da Item(s)							
Comm	ents:									



OFFICE OF THE COUNTY COUNSEL COUNTY OF ORANGE

333 W. Santa Ana Blvd., Suite 407 Santa Ana, California 92701 Direct No.: (714) 834-3303

E-Mail: nick.chrisos@coco.ocgov.com

NICHOLAS S. CHRISOS COUNTY COUNSEL

Agenda Item No. SCS-8 April 15, 2013

MEMORANDUM

April 11, $\overline{2013}$

TO:

Susan Novak, Clerk of the Board of Supervisors

FROM:

Nicholas S. Chrisos, County Counsel

SUBJECT:

Request for Supplemental Closed Session

I am requesting a supplemental closed session on Tuesday, April 16, 2013, to discuss with the Board the status of existing litigation, pursuant to Government Code section 54956.9(d)(1).

Accordingly, please prepare the Agenda Item to read:

"CONFERENCE WITH LEGAL COUNSEL -- EXISTING LITIGATION Pursuant to Government Code Section 54956.9(d)(1).

Name of Case: *Lyle Wilson v. County of Orange*, Orange County Superior Court Case No. 30-2011-00477697-CU-PT-CJC.

RECOMMENDED ACTION: Conduct Closed Session."

Thank you.

Much Ell

WSF:nr

cc:

Members of the Board of Supervisors

Robert J. Franz, Interim CEO