



Regular Meeting Agenda November 17, 2020

Placentia City Council
Placentia City Council Acting as Successor Agency to the
Placentia Redevelopment Agency
Placentia Industrial Commercial Development Authority
Placentia Public Financing Authority

SPECIAL PROCEDURES NOTICE DURING COVID-19 EMERGENCY

On March 4, 2020, Governor Newsom proclaimed a State of Emergency as a result of the threat of the COVID-19 virus.

On March 17, 2020, Governor Newsom issued Executive Order N-29-20, which temporarily suspends requirements of the Brown Act allowing City Council Members to hold public meetings via teleconferencing and make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to observe and to address the City Council.

Given the health risks associated with COVID-19, the public is invited to view the Council meeting from the Front Community Meeting Room at City Hall and provide public comment in person in a safe and socially distanced manner. Masks are mandatory. Please be advised that the City Council Chambers are closed to the public. Some, or all, of the Placentia City Council Members may attend this meeting telephonically. Those locations are not listed on the agenda and are not accessible to the public.

How to Observe the Meeting

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How to Submit Public Comment

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Americans with Disabilities Act Accommodation

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Until further notice the City will implement the guidelines of the California Department of Public Health regarding social distancing.

The City of Placentia thanks you in advance for taking all precautions to prevent the spread of the COVID-19 virus.

The City will return to normal City Council meeting procedures as soon as the emergency has ended.



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Placentia City Council

Placentia City Council Acting as Successor Agency to the
Placentia Redevelopment Agency
Placentia Industrial Commercial Development Authority
Placentia Public Financing Authority

Ward L. Smith
Mayor

Jeremy B. Yamaguchi
Mayor Pro Tem

Craig S. Green
Councilmember

Rhonda Shader
Councilmember

Chad P. Wanke
Councilmember

Robert S. McKinnell
City Clerk

Kevin A. Larson
City Treasurer

Damien R. Arrula
City Administrator

Christian L. Bettenhausen
City Attorney

Mission Statement

The City Council is committed to keeping Placentia a pleasant place by providing a safe family atmosphere, superior public services and policies that promote the highest standards of community life.

Vision Statement

The City of Placentia will maintain an open, honest, responsive and innovative government that delivers quality services in a fair and equitable manner while optimizing available resources.

Copies of all agenda materials are available for public review in the Office of the City Clerk, online at www.placentia.org, and at the Placentia Library Reference Desk. Persons who have questions concerning any agenda item may call the City Clerk's Office, (714) 993-8231, to make inquiry concerning the nature of the item described on the agenda.

Procedures for Addressing the Council/Board Members

Any person who wishes to speak regarding an item on the agenda or on a subject within the City's jurisdiction during the "Oral Communications" portion of the agenda should fill out a "Speaker Request Form" and give it to the City Clerk BEFORE that portion of the agenda is called. Testimony for Public Hearings will only be taken at the time of the hearing. Any person who wishes to speak on a Public Hearing item should fill out a "Speaker Request Form" and give it to the City Clerk BEFORE the item is called.

The Council and Board members encourage free expression of all points of view. To allow all persons the opportunity to speak, please keep your remarks brief. If others have already expressed your position, you may simply indicate that you agree with a previous speaker. If appropriate, a spokesperson may present the views of an entire group. To encourage all views, the Council and Board discourage clapping, booing or shouts of approval or disagreement from the audience.

PLEASE SILENCE ALL PAGERS, CELL PHONES, AND OTHER ELECTRONIC EQUIPMENT WHILE COUNCIL AND BOARD MEMBERS ARE IN SESSION.

Special Accommodations

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(28 CFR 35.102.35.104 ADA Title II)

In compliance with California Government Code § 54957.5, any writings or documents provided to a majority of the City Council regarding any item on this agenda that are not exempt from disclosure under the Public Records Act will be made available for public inspection at the City Clerk's Office at City Hall, 401 East Chapman Avenue, Placentia, during normal business hours.

Study Sessions are open to the public and held in the City Council Chambers or City Hall Community Room. Executive Sessions are held in the Council Caucus Room. While the public may be in attendance during oral announcements preceding Executive Sessions, Executive Sessions are not open to the public.

City of Placentia
401 E. Chapman Avenue
Placentia, CA 92870

Phone: (714) 993-8117

Fax: (714) 961-0283

Email:

administration@placentia.org

Website: www.placentia.org

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL ACTING AS SUCCESSOR AGENCY TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
PLACENTIA PUBLIC FINANCING AUTHORITY
REGULAR MEETING AGENDA - CLOSED SESSION
November 17, 2020
6:00 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER:

PRIOR TO ROLL CALL:

ROLL CALL: Councilmember/Board Member Green
Councilmember/Board Member Shader
Councilmember/Board Member Wanke
Mayor Pro Tem/Board Vice Chair Yamaguchi
Mayor/Board Chair Smith

ORAL COMMUNICATIONS: (PLEASE SEE PAGE ONE FOR SPECIAL INSTRUCTIONS ON SUBMITTING PUBLIC COMMENT DURING THE COVID-19 CRISIS)

At this time the public may address the City Council and Boards of Directors concerning any items on the Closed Session Agenda only. There is a five (5) minute time limit for each individual addressing the City Council and Boards of Directors.

The City Council and Boards of Directors will recess to the City Council Caucus Room for the purpose of conducting their Closed Session proceedings.

1. Pursuant to Government Code Section 54956.9 (d)(2):
CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation
Significant exposure to litigation: (1 Case)
2. Pursuant to Government Code Section 54956.9 (d)(4):
CONFERENCE WITH LEGAL COUNSEL – Potential Initiation of Litigation

RECESS: The City Council and Boards of Directors will recess to their 7:00 p.m. Regular Meeting.

**PLACENTIA CITY COUNCIL
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PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
PLACENTIA PUBLIC FINANCING AUTHORITY
REGULAR MEETING AGENDA
November 17, 2020
7:00 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER:

PRIOR TO ROLL CALL:

ROLL CALL: Councilmember/Board Member Green
Councilmember/Board Member Shader
Councilmember/Board Member Wanke
Mayor Pro Tem/Board Vice Chair Yamaguchi
Mayor/Board Chair Smith

INVOCATION: Sterling Bennett

PLEDGE OF ALLEGIANCE:

PRESENTATION:

a. Recognition of November 12, 2020 as Placentia Police Department Records Appreciation Day

Presenter: Mayor Smith

Recipient: Placentia Police Department

CLOSED SESSION REPORT:

CITY ADMINISTRATOR REPORT:

ORAL COMMUNICATIONS: (PLEASE SEE PAGE ONE FOR SPECIAL INSTRUCTIONS ON SUBMITTING PUBLIC COMMENT DURING THE COVID-19 CRISIS)

At this time, the public may address the City Council and Boards of Directors concerning any agenda item, which is not a public hearing item, or on matters within the jurisdiction of the City Council and Boards of Directors. There is a five (5) minute time limit for each individual addressing the City Council and Boards of Directors.

CITY COUNCIL/BOARD MEMBER COMMENTS:

1. CONSENT CALENDAR (Items 1.a. through 1.i):

All items on the Consent Calendar are considered routine and are enacted by one motion approving the recommended action listed on the Agenda. Any Member of the City Council and Boards of Directors or City Administrator may request an item be removed from the Consent Calendar for discussion. All items removed shall be considered immediately following action on the remaining items.

1.a. Consideration to Waive Reading in Full of all Ordinances and Resolutions

Fiscal Impact: None

Recommended Action: Approve

- 1.b. **Minutes**
City Council/Successor/ICDA/PPFA Regular Meeting: November 3, 2020
Recommended Action: Approve
- 1.c. **City Fiscal Year 2020-21 Register for November 17, 2020**
Check Register
Fiscal Impact: \$1,762,027.27
Electronic Disbursement Register
Fiscal Impact: \$1,365,116.98
Recommended Action: It is recommended that the City Council:
1) Receive and file
- 1.d. **Resolution Establishing Federal Funding Disadvantaged Business Enterprise (DBE) Participation Level Goals for Fiscal Year 2020-21**
Fiscal Impact: There is no fiscal impact associated with the recommended actions.
Recommended Action: It is recommended that the City Council:
1) Adopt Resolution R-2020-65, a Resolution of the City Council of the City of Placentia approving and adopting the anticipated Disadvantaged Business Enterprise ("DBE") participation levels for Federal Fiscal Year ("FFY") 2020-21; and
2) Authorize the City Administrator to execute Exhibit 9A, 9B and 9C and all other DBE documents as required.
- 1.e. **Professional Services Agreement With RBI Traffic, Inc. for On-Call Traffic Control and Engineering Plan Check Services**
Fiscal Impact: Expense: \$ 25,000 Professional Services Agreement (103550-6290)
Budget: \$ 25,000 FY 2020-21 General Fund Engineering Fees (100000-4310)
Recommended Action: It is recommended that the City Council:
1) Approve a Professional Services Agreement with RBI Traffic, Inc. for on-call traffic control and engineering plan check services for a term of three (3) years for a not-to-exceed amount of \$75,000; and
2) Authorize the City Administrator to approve contract amendments up to 10% of the contract not-to-exceed amount, or \$7,500; and
3) Authorize the City Administrator to approve the available contract term extension based on consultant performance and at the discretion of the City; and
4) Authorize the City Administrator and/or his designee to execute all the necessary documents, in a form approved by the City Attorney.
- 1.f. **Approval of Final Tract Map 19014 for Six (6) Three-Story Residential Buildings Consisting of 26 Condominium Units Located on Golden Avenue West of Rose Drive**
Fiscal Impact: There is no fiscal impact associated with the recommended actions.
Recommended Action: It is recommended that the City Council:
1) Approve the Final Map for Tract 19014, subject to review and approval by the County Surveyor, and conditionally accept the offers of easement dedication for emergency access; and
2) Authorize the City Clerk to sign the final map; and
3) Authorize the Mayor and City Clerk to execute a Subdivision Improvement Agreement, in a form approved by the City Attorney; and
4) Accept the subsequent Subdivision Improvement Bonds securing the onsite grading improvements, public improvements, and survey monumentation accompanying the Subdivision Improvement Agreement per the Subdivision Map Act.
- 1.g. **Professional Services Agreement With RHA Landscape Architects Planners, Inc. for Landscape Architecture Design Services for the La Placita Parkette Renovation Project No. 7011**
Fiscal Impact: Expense: \$ 99,790 Professional Services Agreement
Budget: \$ 640,000 FY 2020-21 CIP Budget Prop 68 Grant Project No. 7011 (507911-6185)

Recommended Action: It is recommended that the City Council:

- 1) Award a Professional Services Agreement for professional landscape architecture services for the La Placita Parkette renovation Project to RHA Landscape Architects Planners, Inc. for a not-to-exceed amount of \$99,790; and
- 2) Authorize the City Administrator to approve contract change orders up to 10% of the contract not-to-exceed amount or \$9,979; and
- 3) Authorize the City Administrator and/or his designee to execute all the necessary documents, in a form approved by the City Attorney.

1.h. **Resolutions Authorizing Approval of Grant Applications for the Statewide Park Development and Community Revitalization Program (Round Four)**

Fiscal Impact: Expense: \$10,440,000 Prop 68 State Grant Funds
Revenue: \$10,440,000 Prop 68 State Grant Funds

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution Nos. R-2020-66 through R-2020-69, Resolutions of the City Council of the City of Placentia, California, approving the eligible project applications for the Statewide Park Development and Community Revitalization Program for Jaycee Parkette, Kraemer Memorial Park, McFadden Park, and Santa Fe Park; and
- 2) Find that the eligible projects are exempt from Environmental Review pursuant to Sections 15332, 15301 and 15304 of the CEQA Guidelines, and direct Staff to file a Notice of Exemption; and
- 3) Authorize the City Administrator, and/or his designee, to execute the necessary documents, in a form approved by the City Attorney.

1.i. **Discussion and Adoption of Joint Powers Agreement and Bylaws for California Intergovernmental Risk Authority Which Permits the Merger of the Public Risk Sharing Authority of California and the Redwood Empire Municipal Insurance Fund**

Fiscal Impact: Potential future savings based on being able to spread risks and operating costs to a larger base of members

Recommended Action: It is recommended that the City Council:

- 1) Adopt the Amended and Restated Joint Exercise of Powers Agreement and Bylaws for the California Intergovernmental Risk Authority (formerly Public Agency Risk Sharing Authority of California), which permits the merger of the Public Agency Risk Sharing Authority of California and the Redwood Empire Municipal Insurance Fund.

2. PUBLIC HEARING: None

3. REGULAR AGENDA:

3.a. **First Quarter Budget Report**

<u>Fiscal Impact:</u> Fund	Revenues <u>(Including Transfers-In)</u>	Appropriations <u>(Including Capital & Transfers-Out)</u>
General Fund	\$ 2,323,202	\$ 1,236,508
Special Revenue	\$ 2,211,249	\$ 665,625
Capital Projects	\$ 1,191,152	\$ 0
Total	\$ 5,725,603	\$ 1,902,133

Recommended Action: It is recommended that the City Council:

- 1) Approve the First Quarter Budget Report and adopt Resolution No. R-2020-70, amending the City's 2020-21 Budget.

CITY COUNCIL/BOARD MEMBERS REQUESTS:

Council/Board Members may make requests or ask questions of Staff. If a Council/Board Member would like to have formal action taken on a requested matter, it will be placed on a future Council or Board Agenda.

Adjourned in Memory of

Elijah Adam Valbuena, Placentia Resident

ADJOURNMENT:

The City Council/Successor Agency/ICDA/PPFA Board of Directors will adjourn to a regular City Council meeting on Tuesday, December 1, 2020 at 6:00 p.m.

TENTATIVE AGENDA FORECAST

The Tentative Agenda Forecast is subject to change up until the posting of the Agenda for the Council Meeting listed below:

- Continuation of Council Reorganization to December 15, 2020
- Purchase of Pathway Lighting at Kraemer Memorial Park and Approval of Lighting Design
- Public Hearing: Santa Angelina Senior Affordable Housing
- Appointments to City Commissions and Committees
- Study Session: Public Safety Facility Financing (Continued from October 20, 2020)

CERTIFICATION OF POSTING

I, Rosanna Ramirez, Acting Deputy City Administrator of the City of Placentia and Assistant Secretary of the Industrial Commercial Development Authority, the Successor Agency, and the Placentia Public Financing Authority hereby certify that the Agenda for the November 17, 2020 meetings of the City Council, Successor Agency, Industrial Commercial Development Authority, and the Placentia Public Financing Authority was posted on November 12, 2020.

Rosanna Ramirez
Acting Deputy City Administrator

DRAFT

**PLACENTIA CITY COUNCIL
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PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
PLACENTIA PUBLIC FINANCING AUTHORITY
REGULAR MEETING MINUTES
November 3, 2020
6:00 p.m. – City Council Chambers
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The City will return to normal City Council meeting procedures as soon as the emergency has ended.

**1. b.
November 17, 2020**

CALL TO ORDER: Mayor Smith called the meeting to order at 6:01 p.m.

ROLL CALL:

PRESENT: Councilmember/Board Member Shader, Wanke, Smith
PRESENT ELECTRONICALLY: Councilmember/Board Member Green, Yamaguchi
ABSENT: None

ORAL COMMUNICATIONS: None

The City Council and Boards of Directors recessed to the City Council Caucus Room for the purpose of conducting their Closed Session proceedings on the following:

1. Pursuant to Government Code Section 54956.9 (d)(2):
CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation
Significant exposure to litigation: (1 Case)
2. Pursuant to Government Code Section 54956.9 (d)(4):
CONFERENCE WITH LEGAL COUNSEL – Potential Initiation of Litigation

RECESS: The City Council and Boards of Directors recessed to their 7:00 p.m. Regular Meeting.

CALL TO ORDER: Mayor Smith called the meeting to order at 7:02 p.m.

PRIOR TO ROLL CALL:

Prior to Roll Call City Attorney Bettenhausen read into the record a notice regarding teleconferencing public meetings under the Brown Act during the COVID-19 health risks. He noted that the public was invited to view the Council meeting from the Front Community Meeting Room at City Hall and wait for their name to be called during the public comment portion of the meeting. He stated that members of the public may also provide public comment for Oral Communications or Public Hearings to the City Clerk by email to cityclerk@placentia.org.

ROLL CALL:

PRESENT: Councilmember/Board Member Shader, Wanke, Smith
PRESENT ELECTRONICALLY: Councilmember/Board Member Green, Yamaguchi
ABSENT: None

City Attorney Bettenhausen confirmed that all present in the Council Chambers and those attending telephonically could hear and be heard and that those attending telephonically had all they needed to participate in the meeting. He advised that because the meeting was teleconferenced all votes must be taken by roll call vote.

STAFF PRESENT: City Administrator/Executive Director Damien R. Arrula; City Attorney/Authority Counsel Christian Bettenhausen; Acting Deputy City Administrator Luis Estevez; Acting Deputy City Administrator Rosanna Ramirez; Director of Finance Jessica Brown; Chief of Police Darin Lenyi; Fire Chief J. Pono Van Gieson; Director of Community Services Karen Crocker; Director of Development Services Joe Lambert, Assistant to the City Administrator/Economic Development Manager Jeannette Ortega

INVOCATION: Sterling Bennett

PLEDGE OF ALLEGIANCE: Councilman Wanke

PRESENTATION: None

CLOSED SESSION REPORT:

City Attorney/Agency Counsel Bettenhausen stated that there was nothing to report from Closed Session.

CITY ADMINISTRATOR REPORT:

City Administrator Arrula noted that there was no City Administrator Report.

ORAL COMMUNICATIONS:

Mayor Smith opened Oral Communications. City Clerk McKinnell noted that no communications had been received by email. Members of the public viewing the City Council meeting in the Front Community Meeting Room were invited to provide public comment in a safe and socially distanced manner.

Anaheim resident Marianne Simpson discussed handicapped parking in the Santa Fe Avenue area.

Placentia resident and President of the Placita Santa Fe Merchants Association Rosalina Davis spoke in support of the continuation of the outdoor dining closure of Santa Fe Avenue. She applauded the City for helping businesses in the City during the challenges presented by the COVID-19 pandemic.

Placentia resident and property owner Kenny Binnings spoke in support of the continuation of the outdoor dining closure of Santa Fe Avenue.

CITY COUNCIL/BOARD MEMBER COMMENTS:

Councilmember Green reminded everyone to thoroughly search for any standing water where mosquitos may breed. More information can be found at www.ocvector.org. He announced that the City's Veterans' Day observance will be held virtually and will be aired on Wednesday, November 11, 2020 on the City's Facebook and YouTube pages and on AT&T U-verse (Channel 99) and Spectrum (Channel 3). He encouraged everyone to thank a veteran for their service. Councilmember Green described scam phone calls that he received and warned everyone to be careful and wise regarding phone scams.

Councilmember Shader applauded the Community Services Department for the great job they have done with programming during the COVID-19 pandemic. She mentioned the City-sponsored Drive In Movies, Halloween Hunt, and upcoming Turkey Trot Virtual 5k Race. For more information visit www.placentia.org/turkeytrot.

Councilman Wanke wished Mayor Smith and Councilmember Shader the best in their reelection campaigns and encouraged everyone to remain nice, respectful, and courteous regardless of the outcome of the election.

Mayor Pro Tem Yamaguchi thanked the Community Services Department for organizing the City's drive-thru Halloween Hunt on Thursday, October 29, 2020. He thanked the Police and Fire Departments along with Placentia service clubs for participating and making it a very successful event. Mayor Pro Tem Yamaguchi encouraged everyone to sign up for the City's Turkey Trot Virtual 5k Race.

Mayor Smith commented on the creativity of the Community Services Department over the preceding months in providing programming during the challenges of COVID-19. He recognized Public Works for their work resurfacing and repairing the City's streets and roads before the rainy season arrives.

Mayor Smith announced that due to the COVID-19 pandemic, the City of Placentia's annual Veterans Observance Ceremony will be held virtually. The City will honor veterans by hosing a virtual ceremony to be aired on Wednesday, November 11, 2020, at 10:00 a.m. on the City's Facebook and YouTube pages. The event will include the announcement of the new names that have recently been added to the monument, an interview with a person whose name is on the wall, a discussion of the Military Banner Recognition Program, an interview at the Placentia Veterans Village, and more.

Mayor Smith invited residents to apply for City Commissions and Committees. He noted that the City is currently accepting applications for vacancies on various Commissions and Committees. The list of Commissions and Committees and the application are available on the City's website at www.placentia.org/commissions-committees.

1. CONSENT CALENDAR (Items 1.a. through 1.f):

Motion by Wanke, seconded by Green, and carried a (5-0) vote to approve Consent Calendar Items 1.a. through 1.f., as recommended.

- 1.a. **Consideration to Waive Reading in Full of all Ordinances and Resolutions**
Fiscal Impact: None
Recommended Action: Approve
(Approved 5-0, as recommended)
- 1.b. **Minutes**
City Council/Successor/ICDA/PPFA Regular Meeting: October 20, 2020
Recommended Action: Approve
(Approved 5-0, as recommended)
- 1.c. **City Fiscal Year 2020-21 Register for November 3, 2020**
Check Register
Fiscal Impact: \$ 771,606.95
Electronic Disbursement Register
Fiscal Impact: \$1,117,721.83
Recommended Action: It is recommended that the City Council:
1) Receive and file
(Received and filed)
- 1.d. **Acceptance of Sewer, Sidewalk, and Access Easements and Quitclaim of Slope Maintenance Easements From Ajax Lakeview Development LLC., for the Lakeview Loop Industrial Buildings**
Fiscal Impact: There is no fiscal impact with the associated recommended actions.
Recommended Action: It is recommended that the City Council:
1) Accept Deed of Easement and Right-of-way for access purposes granted to the City of Placentia; and
2) Accept Deed of Easement for sewer maintenance purposes granted to the City of Placentia; and
3) Accept Deed of Easement for sidewalk purposes granted to the City of Placentia; and
4) Accept Quitclaim Deed from the City to Jack Goodman and Francis S. Goodman for the Portion of Parcel LAK-002-02; and
5) Accept Quitclaim Deed from the City to Jack Goodman and Francis S. Goodman for the Portion of Parcel LAK-002-07; and
6) Accept Quitclaim Deed from the City to Jack Goodman and Francis S. Goodman for the Portion of Parcel LAK-002-10A; and
7) Accept Quitclaim Deed from the City to Jack Goodman and Francis S. Goodman for the Portion of Parcel LAK-002-10B; and
8) Accept Quitclaim Deed from the City to Jack Goodman and Francis S. Goodman for the Portion of Parcel LAK-002-11A; and
9) Accept Quitclaim Deed from the City to Jack Goodman and Francis S. Goodman for the Portion of Parcel LAK-002-11B; and
10) Authorize the City Administrator to sign the Certificate of Acceptance for these Deeds on behalf of the City; and
11) Direct the City Clerk to record Easement and Quitclaim deeds with the Orange County Clerk-Recorder's Office.
(Approved 5-0, as recommended)
- 1.e. **Award of Construction Contract for Fire Station 2 Renovation Project**
Fiscal Impact: Expense: \$ 84,400 Construction Contract Amount
Budget: \$ 394,000 Total Project Budget (FY 2020-21 CIP Budget)
\$ 174,000 City Public Safety Impact Fee (675105-6185)
\$ 220,000 General Fund (335105-6185)
Recommended Action: It is recommended that the City Council:

- 1) Approve a Public Works Agreement with Noble E&C Inc., for the Fire Station 2 Renovation Project in the amount of \$84,400; and
- 2) Authorize the City Administrator to approve contract change orders up to ten percent (10%) of the contract amount, or \$8,440, for a total construction contract not-to-exceed amount of \$92,840; and
- 3) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

(Approved 5-0, as recommended)

1.f. **Resolution Expressing Support for Actions to Further Strengthen Local Democracy, Authority, and Control as Related to Local Zoning and Housing Issues**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2020-64, a Resolution of the City Council of the City of Placentia, California, expressing support for actions to further strengthen local democracy, authority, and control as related to local zoning and housing issues.

(Approved 5-0, as recommended)

2. PUBLIC HEARING: None

3. REGULAR AGENDA:

3.a. **Extending Relaxation of Outdoor Regulations and On-Site Parking Requirements for Restaurants and Other Businesses and Extending the Temporary Street Closure on Santa Fe Avenue for Outdoor Dining in Old Town Placentia in Response to COVID-19**

Fiscal Impact: Nominal expenditures related to Staff review of outdoor Business and Encroachment Permits and working with participating businesses. Unknown revenue gain from sales tax from businesses able to serve more customers than under indoor-only occupancy standards.

Recommended Action: It is recommended that the City Council direct the City Administrator, acting as the Director of Emergency Services, to extend the Temporary Outdoor Dining Establishment program to assist businesses in the following ways:

- 1) Outdoor Use of Public and Private Property. For the purpose of allowing businesses to request an increase in the allowable public and private space available for business activities and outdoor dining: relax outdoor dining and outdoor business operation regulations, development standards and conditions of approval, and to establish regulations which allow outdoor consumption of alcohol at restaurants where indoor consumption of alcohol was already allowed; and
- 2) Waive Fees. Waive the following fees until 11:59 p.m. on June 30, 2021:
 - a. Use of public space for outdoor business operations and outdoor dining; and
 - b. Applications for a relaxation of outdoor business operations and outdoor dining regulations, including fees related to necessary Planning, Building and Fire permits; and
- 3) Parking. Allow a reduction in mandatory on-site parking on private property for increased outdoor business operations and outdoor dining space with a property owner's permission. In addition, extend the establishment of a 30-minute parking restriction for merchant curbside pick-up on City-owned property; and
- 4) Administration. Allow Staff to process these adjustments administratively. This includes making temporary administrative adjustments (i.e., reduction of enforcement on existing conditions of approval) to previously approved Use Permits and other entitlement mechanisms; and
- 5) Old Town Placentia Street Closure. Authorize the City Administrator and/or his designee to execute all necessary documentation in a form approved by the City Attorney to extend the temporary closure of Santa Fe Avenue to facilitate outdoor dining for the purpose of allowing restaurants to increase allowable public space

available to adhere to the State's social distancing requirements in response to COVID-19 until June 30, 2021.

(Approved 5-0, as recommended)

City Administrator Arrula introduced Director of Development Services Lambert who provided a brief Staff Report on extending relaxation of outdoor regulations and on-site parking requirements for restaurants and other businesses and extending the temporary street closure on Santa Fe Avenue for outdoor dining in Old Town Placentia in Response to COVID-19.

Councilmember Green expressed his support for extending the relaxation of outdoor dining regulations and onsite parking requirements and extending the temporary street closure on Santa Fe Avenue in support of Old Town Placentia businesses.

Councilmember Shader stated that the relaxation of outdoor dining regulations has been a lifeline for businesses in the City and extending the relaxation is essential in view of the uncertain future effects of COVID-19 in California.

Councilman Wanke expressed his appreciation of the outdoor dining experience in Old Town Placentia.

Mayor Pro Tem Yamaguchi questioned whether the City is waiving Entertainment Permits for live entertainment during the relaxation of outdoor dining regulations and who is responsible for cleaning the tables and chairs between customers at outdoor dining locations. He expressed his support for enforcing short-term parking requirements near the Santa Fe Avenue closure and cautioned Staff to keep safety in mind when enforcing building codes during the relaxation of regulations due to COVID-19.

Mayor Smith expressed his full support of extending the relaxation of regulations and the closure of the 100 block of Santa Fe Avenue and discussed the live entertainment schedule and regulations.

Motion by Green, seconded by Wanke, and carried a (5-0) vote to approve Item 3.a. as recommended.

CITY COUNCIL/BOARD MEMBERS REQUESTS:

Mayor Pro Tem Yamaguchi asked Staff to notify various navigation applications of the Santa Fe Avenue street closure and thanked Staff for the City Council Chambers video renovation project.

Mayor Smith gave his thoughts on voting and the selection of candidates and extended his best wishes to Mayor Pro Tem Yamaguchi, Councilmember Shader, City Treasurer Larson, and City Clerk McKinnell on their bids for reelection.

ADJOURNMENT:

The City Council/Successor Agency/ICDA/PPFA Board of Directors adjourned at 7:51 p.m. to a regular City Council meeting on Tuesday, November 17, 2020 at 6:00 p.m.

Ward L. Smith, Mayor/Agency Chair

ATTEST:

Robert S. McKinnell, City Clerk/Agency Secretary

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For 11/17/2020

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
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Grand Total: 1,762,027.27

<u>Check Totals by ID</u>	
AP	1,762,027.27
EP	0.00
IP	0.00
OP	0.00

Void Total: 0.00
Check Total: 1,762,027.27

Fund Name	<u>Check Totals by Fund</u>
101-General Fund (0010)	403,466.04
117-Measure U Fund (0079)	80,994.83
206-Gas Tax Bond Fund (0052)	100,507.45
208-Secssr Agency Ret Oblg (0054)	323.86
209-State Gas Tax - RMRA (0060)	331,983.44
210-Measure M (0018)	6,600.00
211-PEG Fund (0058)	4,480.50
225-Asset Seizure (0021)	1,022.00
227-Explorer Grant NOC (0076)	1.56
229-Comm Trans Hous Grant (0062)	261,505.46
231-Placentia Reg Nav Cent(0078)	11,508.95
234-Technology Impact Fees (0075)	21.00
242-City Pub Sfty Impct Fee (0067)	12,991.00
260-Street Lighting Distrc (0028)	7,322.94
261-Public Safety CFD (0055)	2,136.76
265-Landscape Maintenance (0029)	9,217.67
270-CDBG Fund (0030)	207.92
275-Sewer Maintenance (0048)	32,733.26
280-Misc Grants Fund (0050)	14,169.86
401-City Capital Projects (0033)	1,613.39
501-Refuse Administration (0037)	289,991.08
601-Employee Health & Wlfre (0039)	313.95
605-Risk Management (0040)	183,181.79
701-Special Deposits (0044)	5,732.56

Check Total: 1,762,027.27

Funds will be transferred from the Cash Basis Fund as needed to fund the warrants included on this warrant register

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For 11/09/2020

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	CALIFORNIA STATE V004813	PE 10/17/20 PD 10/23/20	0029-2196 Garnishments W/H	PY20022	9.23	2700/2001022		00106055	10/29/2020
MW OH	CALIFORNIA STATE V004813	PE 10/17/20 PD 10/23/20	0010-2196 Garnishments W/H	PY20022	1,925.51	2700/2001022		00106055	10/29/2020
MW OH	CALIFORNIA STATE V004813	PE 10/17/20 PD 10/23/20	0048-2196 Garnishments W/H	PY20022	46.15	2700/2001022		00106055	10/29/2020
MW OH	CALIFORNIA STATE V004813	PE 10/17/20 PD 10/23/20	0037-2196 Garnishments W/H	PY20022	69.23	2700/2001022		00106055	10/29/2020
Check Total:					2,050.12				
MW OH	FRANCHISE TAX BOARD V000404	PE 10/17/20 PD 10/23/20	0010-2196 Garnishments W/H	PY20022	200.00	2710/2001022		00106056	10/29/2020
Check Total:					200.00				
MW OH	ORANGE COUNTY V000699	PE 10/17/20 PD 10/23/20	0029-2176 PCEA/OCEA Assoc Dues	PY20022	6.41	2610/2001022		00106057	10/29/2020
MW OH	ORANGE COUNTY V000699	PE 10/17/20 PD 10/23/20	0010-2176 PCEA/OCEA Assoc Dues	PY20022	380.06	2610/2001022		00106057	10/29/2020
MW OH	ORANGE COUNTY V000699	PE 10/17/20 PD 10/23/20	0037-2176 PCEA/OCEA Assoc Dues	PY20022	1.53	2610/2001022		00106057	10/29/2020
MW OH	ORANGE COUNTY V000699	PE 10/17/20 PD 10/23/20	0054-2176 PCEA/OCEA Assoc Dues	PY20022	2.13	2610/2001022		00106057	10/29/2020
MW OH	ORANGE COUNTY V000699	PE 10/17/20 PD 10/23/20	0048-2176 PCEA/OCEA Assoc Dues	PY20022	13.91	2610/2001022		00106057	10/29/2020
Check Total:					404.04				
MW OH	ORANGE COUNTY SHERIFFS V005007	PE 10/17/20 PD 10/23/20	0010-2196 Garnishments W/H	PY20022	429.77	2714/2001022		00106058	10/29/2020
Check Total:					429.77				
MW OH	PCEA C/O NORTH ORANGE V000679	PE 10/17/20 PD 10/23/20	0054-2176 PCEA/OCEA Assoc Dues	PY20022	0.22	2615/2001022		00106059	10/29/2020
MW OH	PCEA C/O NORTH ORANGE V000679	PE 10/17/20 PD 10/23/20	0048-2176	PY20022	1.44	2615/2001022		00106059	10/29/2020

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000679		PCEA/OCEA Assoc Dues						
MW OH	PCEA C/O NORTH ORANGE C/E 10/17/20 PD 10/23/20 V000679		0010-2176 PCEA/OCEA Assoc Dues	PY20022	39.51	2615/2001022		00106059	10/29/2020
MW OH	PCEA C/O NORTH ORANGE C/E 10/17/20 PD 10/23/20 V000679		0037-2176 PCEA/OCEA Assoc Dues	PY20022	0.16	2615/2001022		00106059	10/29/2020
MW OH	PCEA C/O NORTH ORANGE C/E 10/17/20 PD 10/23/20 V000679		0029-2176 PCEA/OCEA Assoc Dues	PY20022	0.67	2615/2001022		00106059	10/29/2020
Check Total:					42.00				
MW OH	VANTAGEPOINT TRANSFER PE 10/17/20 PD 10/23/20 V007191		0010-2170 Deferred Comp Payable - ICMA	PY20022	2,269.22	2606/2001022		00106060	10/29/2020
MW OH	VANTAGEPOINT TRANSFER PE 10/17/20 PD 10/23/20 V007191		0076-2170 Deferred Comp Payable - ICMA	PY20022	1.56	2606/2001022		00106060	10/29/2020
MW OH	VANTAGEPOINT TRANSFER PE 10/17/20 PD 10/23/20 V007191		0037-2170 Deferred Comp Payable - ICMA	PY20022	30.16	2606/2001022		00106060	10/29/2020
MW OH	VANTAGEPOINT TRANSFER PE 10/17/20 PD 10/23/20 V007191		0029-2170 Deferred Comp Payable - ICMA	PY20022	190.34	2606/2001022		00106060	10/29/2020
MW OH	VANTAGEPOINT TRANSFER PE 10/17/20 PD 10/23/20 V007191		0054-2170 Deferred Comp Payable - ICMA	PY20022	8.38	2606/2001022		00106060	10/29/2020
MW OH	VANTAGEPOINT TRANSFER PE 10/17/20 PD 10/23/20 V007191		0048-2170 Deferred Comp Payable - ICMA	PY20022	107.57	2606/2001022		00106060	10/29/2020
MW OH	VANTAGEPOINT TRANSFER PE 10/17/20 PD 10/23/20 V007191		0054-2170 Deferred Comp Payable - ICMA	PY20022	9.65	2608/2001022		00106060	10/29/2020
MW OH	VANTAGEPOINT TRANSFER PE 10/17/20 PD 10/23/20 V007191		0037-2170 Deferred Comp Payable - ICMA	PY20022	13.51	2608/2001022		00106060	10/29/2020
MW OH	VANTAGEPOINT TRANSFER PE 10/17/20 PD 10/23/20 V007191		0048-2170 Deferred Comp Payable - ICMA	PY20022	9.65	2608/2001022		00106060	10/29/2020
MW OH	VANTAGEPOINT TRANSFER PE 10/17/20 PD 10/23/20 V007191		0010-2170 Deferred Comp Payable - ICMA	PY20022	1,052.91	2608/2001022		00106060	10/29/2020
MW OH	VANTAGEPOINT TRANSFER PE 10/17/20 PD 10/23/20 V007191		0054-2170 Deferred Comp Payable - ICMA	PY20022	6.79	2609/2001022		00106060	10/29/2020

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	VANTAGEPOINT TRANSFER PE 10/17/20 PD 10/23/20 V007191		0010-2170 Deferred Comp Payable - ICMA	PY20022	119.41	2609/2001022		00106060	10/29/2020
MW OH	VANTAGEPOINT TRANSFER PE 10/17/20 PD 10/23/20 V007191		0037-2170 Deferred Comp Payable - ICMA	PY20022	9.50	2609/2001022		00106060	10/29/2020
MW OH	VANTAGEPOINT TRANSFER PE 10/17/20 PD 10/23/20 V007191		0048-2170 Deferred Comp Payable - ICMA	PY20022	6.79	2609/2001022		00106060	10/29/2020
Check Total:					3,835.44				
MW OH	A-1 FENCE COMPANY V007378	FENCE INSTALLATION	675105-6185 Construction Services	AP103020	12,991.00	66983	P11833	00106061	10/29/2020
Check Total:					12,991.00				
MW OH	ALLIANCE BUSINESS V011660	OCT FD DEDICATED INTERNET	109595-6215 Telephone	AP103020	1,370.96	1008289		00106062	10/29/2020
Check Total:					1,370.96				
MW OH	AT & T V008736	OCT FD STN 2 INTERNET	109595-6215 Telephone	AP103020	42.80	OCT FD2 2020		00106063	10/29/2020
Check Total:					42.80				
MW OH	AT & T MOBILITY V008709	10/8-11/17 IPAD CHARGES	109595-6215 Telephone	AP103020	640.95	X10152020		00106064	10/29/2020
Check Total:					640.95				
MW OH	AT&T V011041	OCT CH INTERNET, VOICE	109595-6215 Telephone	AP103020	1,271.48	0842367501		00106065	10/29/2020
Check Total:					1,271.48				
MW OH	AT&T MOBILITY V011025	SEPT PW WIRELESS CHARGES	109595-6215 Telephone	AP103020	2,835.38	16996425		00106066	10/29/2020
MW OH	AT&T MOBILITY V011025	SEPT PD, FD WIRELESS CHARGES	109595-6215 Telephone	AP103020	3,463.92	17002435		00106066	10/29/2020
Check Total:					6,299.30				
MW OH	AWNINGS BY RUSS V011632	INSTALL AWNIGNS @ NAV CTR	784070-6899 Other Capital Outlay	AP103020	4,777.50	849762	P11823	00106067	10/29/2020

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	4,777.50				
MW OH	BALLOONS PLUSS V011001	HALLOWEEN EVENT BALLOONS	104071-6301 Special Department Supplies	AP103020	425.38	11589		00106068	10/29/2020
				Check Total:	425.38				
MW OH	BEAR ELECTRICAL V010997	SEPT RESPONSE SIGNAL MAINT	103590-6099 / 21010-6099 Professional Services	AP103020	486.73	11445	P11754	00106069	10/29/2020
MW OH	BEAR ELECTRICAL V010997	SEPT RESPONSE SIGNAL MAINT	103590-6099 / 21009-6099 Professional Services	AP103020	278.13	11445	P11754	00106069	10/29/2020
MW OH	BEAR ELECTRICAL V010997	SEPT RESPONSE SIGNAL MAINT	103590-6099 / 21011-6099 Professional Services	AP103020	70.00	11445	P11754	00106069	10/29/2020
MW OH	BEAR ELECTRICAL V010997	SEPT RESPONSE SIGNAL MAINT	103590-6099 Professional Services	AP103020	6,783.91	11445	P11754	00106069	10/29/2020
MW OH	BEAR ELECTRICAL V010997	SEPT RESPONSE SIGNAL MAINT	103590-6099 / 21012-6099 Professional Services	AP103020	19.73	11445	P11754	00106069	10/29/2020
				Check Total:	7,638.50				
MW OH	BEST BEST & KRIEGER LLP V009431	JAN LEGAL SERVICES	101005-6006 Litigation	AP103020	3,951.69	869040		00106070	10/29/2020
MW OH	BEST BEST & KRIEGER LLP V009431	FEB LEGAL SERVICES	101005-6006 Litigation	AP103020	2,484.56	871240		00106070	10/29/2020
MW OH	BEST BEST & KRIEGER LLP V009431	APRIL LEGAL SERVICES	101005-6006 Litigation	AP103020	664.00	875868		00106070	10/29/2020
MW OH	BEST BEST & KRIEGER LLP V009431	MAY LEGAL SERVICES	101005-6006 Litigation	AP103020	7,311.80	878138		00106070	10/29/2020
MW OH	BEST BEST & KRIEGER LLP V009431	JULY LEGAL SERVICES	101005-6006 Litigation	AP103020	5,531.74	883147		00106070	10/29/2020
MW OH	BEST BEST & KRIEGER LLP V009431	AUG LEGAL SERVICES	101005-6006 Litigation	AP103020	1,326.93	884820		00106070	10/29/2020
MW OH	BEST BEST & KRIEGER LLP V009431	SEPT LEGAL SERVICES	101005-6006 Litigation	AP103020	2,022.05	887885		00106070	10/29/2020
MW OH	BEST BEST & KRIEGER LLP	MARCH LEGAL SERVICES	101005-6006	AP103020	178.00	974715		00106070	10/29/2020

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V009431		Litigation						
				Check Total:	23,470.77				
MW OH	BO SUNG SEO (MAKI YAKI) V011720	OUTDOOR DINING GRANT	103550-6301 / 50520-6301 Special Department Supplies	AP103020	2,000.00	10212020		00106071	10/29/2020
				Check Total:	2,000.00				
MW OH	CALIFORNIA SENIOR HOME V011721	PARTIAL BLDG PERMIT REFUND	750000-4303 Technology Fee	AP103020	21.00	B20-2001		00106072	10/29/2020
MW OH	CALIFORNIA SENIOR HOME V011721	PARTIAL BLDG PERMIT REFUND	100000-4302 General Plan Update Fee	AP103020	36.00	B20-2001		00106072	10/29/2020
MW OH	CALIFORNIA SENIOR HOME V011721	PARTIAL BLDG PERMIT REFUND	100000-4160 Building Permits	AP103020	180.00	B20-2001		00106072	10/29/2020
MW OH	CALIFORNIA SENIOR HOME V011721	PARTIAL BLDG PERMIT REFUND	0044-2030 Strong Motion Fees/Res.	AP103020	1.56	B20-2001		00106072	10/29/2020
				Check Total:	238.56				
MW OH	CALMAT CO. V010007	ASPHALT	103652-6301 Special Department Supplies	AP103020	254.55	72734317		00106073	10/29/2020
MW OH	CALMAT CO. V010007	ASPHALT	103652-6301 Special Department Supplies	AP103020	252.91	72734318		00106073	10/29/2020
				Check Total:	507.46				
MW OH	CANON FINANCIAL SERVICES V008979	EXACT COPIER LEASE, USAGE	109595-6175 Office Equipment Rental	AP103020	1,410.35	21993791		00106074	10/29/2020
MW OH	CANON FINANCIAL SERVICES V008979	EXACT COPIER LEASE CHARGES	109595-6175 Office Equipment Rental	AP103020	273.76	21993792		00106074	10/29/2020
				Check Total:	1,684.11				
MW OH	CASCADE FIRE EQUIPMENT V011717	SCPAS	103066-6170 Equipment & Tool Rental	AP103020	11,686.43	108147	P11885	00106075	10/29/2020
				Check Total:	11,686.43				
MW OH	CBE V008124	9/20-10/19 COPIER OVERAGES	109595-6175 Office Equipment Rental	AP103020	113.46	IN2316614		00106076	10/29/2020

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	113.46				
MW OH	CCP INDUSTRIES INC V010526	TRASH CANS	103654-6301 Special Department Supplies	AP103020	125.16	IN02633120		00106077	10/29/2020
MW OH	CCP INDUSTRIES INC V010526	GLOVES	103654-6301 Special Department Supplies	AP103020	104.89	IN02637796		00106077	10/29/2020
				Check Total:	230.05				
MW OH	CITY OF BREA V000125	BUSINESS CARDS - WHITTAKER	102531-6315 Office Supplies	AP103020	13.19	ASCS001588		00106078	10/29/2020
MW OH	CITY OF BREA V000125	BUSINESS CARDS - HIBERT	101512-6315 Office Supplies	AP103020	17.71	ASCS001590		00106078	10/29/2020
				Check Total:	30.90				
MW OH	CITY OF ORANGE V008777	JUNE SB 743 COSTS	103590-6099 Professional Services	AP103020	209.64	0123110	P11871	00106079	10/29/2020
MW OH	CITY OF ORANGE V008777	JUNE SB 743 COSTS	102531-6099 Professional Services	AP103020	209.64	0123110	P11871	00106079	10/29/2020
MW OH	CITY OF ORANGE V008777	JULY SB 743 COSTS	102531-6099 Professional Services	AP103020	162.23	0123116	P11871	00106079	10/29/2020
MW OH	CITY OF ORANGE V008777	JULY SB 743 COSTS	103590-6099 Professional Services	AP103020	162.22	0123116	P11871	00106079	10/29/2020
MW OH	CITY OF ORANGE V008777	AUG SB 743 COSTS	102531-6099 Professional Services	AP103020	129.17	0123121	P11871	00106079	10/29/2020
MW OH	CITY OF ORANGE V008777	AUG SB 743 COSTS	103590-6099 Professional Services	AP103020	129.16	0123121	P11871	00106079	10/29/2020
				Check Total:	1,002.06				
MW OH	COLANTUONO HIGHSMITH & SEPT LEGAL SERVICES V009754		101005-6006 Litigation	AP103020	143.13	44098		00106080	10/29/2020
				Check Total:	143.13				
MW OH	COLLINS COLLINS MUIR V010946	JUNE LEGAL SERVICES	101005-6006 Litigation	AP103020	13,291.34	4330932		00106081	10/29/2020

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	COLLINS COLLINS MUIR V010946	JULY LEGAL SERVICES	101005-6006 Litigation	AP103020	3,121.50	4331587		00106081	10/29/2020
MW OH	COLLINS COLLINS MUIR V010946	AUG LEGAL SERVICES	101005-6006 Litigation	AP103020	1,126.00	4332392		00106081	10/29/2020
Check Total:					17,538.84				
MW OH	COMMERCIAL AQUATIC V005203	SEPT FOUNTAIN MAINT - LIBRARY	103654-6290 / 21008-6290 Dept. Contract Services	AP103020	249.60	I20-4480	P11795	00106082	10/29/2020
MW OH	COMMERCIAL AQUATIC V005203	SEPT FOUNTAIN MAINT	103654-6290 Dept. Contract Services	AP103020	350.40	I20-4480	P11795	00106082	10/29/2020
MW OH	COMMERCIAL AQUATIC V005203	SEPT GOMEZ POOL MAINT	103654-6290 Dept. Contract Services	AP103020	1,100.00	I20-4482	P11795	00106082	10/29/2020
MW OH	COMMERCIAL AQUATIC V005203	SEPT WHITTEN POOL MAINT	103654-6290 Dept. Contract Services	AP103020	1,100.00	I20-4500	P11795	00106082	10/29/2020
Check Total:					2,800.00				
MW OH	COUNTY OF ORANGE V007152	7/1-9/30 800MHZ FLAT RATE	103066-6137 Repair Maint/Equipment	AP103020	1,794.00	SC12470		00106083	10/29/2020
Check Total:					1,794.00				
MW OH	DEAN, ANDREW V003077	PERS ADJUSTMENT ON CHECK	0010-2140 Employee PERS W/H	AP103020	4.99	PR2001022		00106084	10/29/2020
Check Total:					4.99				
MW OH	ESRI V009390	ARCGIS ENTERPRISE LICENSE	101523-6136 Software Maintenance	AP103020	20,000.00	93916164	P11859	00106085	10/29/2020
Check Total:					20,000.00				
MW OH	FACTORY MOTOR PARTS V010842	TRANSMISSION FLUID	103658-6134 Vehicle Repair & Maintenance	AP103020	57.47	102-117252		00106086	10/29/2020
MW OH	FACTORY MOTOR PARTS V010842	BRAKE PADS, AIR FILTER	103658-6134 Vehicle Repair & Maintenance	AP103020	57.41	102-117286		00106086	10/29/2020
MW OH	FACTORY MOTOR PARTS V010842	WIPER BLADES	103658-6134 Vehicle Repair & Maintenance	AP103020	38.01	102-117313		00106086	10/29/2020

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	FACTORY MOTOR PARTS V010842	FILTER KIT	103658-6134 Vehicle Repair & Maintenance	AP103020	18.91	11-1819895		00106086	10/29/2020
MW OH	FACTORY MOTOR PARTS V010842	WIPER BLADES	103658-6134 Vehicle Repair & Maintenance	AP103020	44.01	12-3699929		00106086	10/29/2020
Check Total:					215.81				
MW OH	FIREMASTER V000409	FIRE EXTINGUISHER MAINT	103654-6137 Repair Maint/Equipment	AP103020	133.30	0000773640		00106087	10/29/2020
Check Total:					133.30				
MW OH	FM THOMAS AIR V010634	QUARTERLY HVAC PM	103654-6290 Dept. Contract Services	AP103020	3,336.00	41628	P11774	00106088	10/29/2020
MW OH	FM THOMAS AIR V010634	HVAC REPAIRS	103654-6290 Dept. Contract Services	AP103020	159.14	41730	P11774	00106088	10/29/2020
Check Total:					3,495.14				
MW OH	FUN FLICKS V011611	12/12 MOVIE SCREEN RENTAL	104071-6299 / 79397-6299 Other Purchased Services	AP103020	1,573.20	7090897		00106089	10/29/2020
Check Total:					1,573.20				
MW OH	GANDZJUK ELECTRIC INC V011654	INSTALL UNDERGROUND UTILITIES	605801-6185 Construction Services	AP103020	19,620.00	1115-564	P11835	00106090	10/29/2020
Check Total:					19,620.00				
MW OH	H&S ENERGY LLC V010680	AUG PD CAR WASHES	103658-6301 Special Department Supplies	AP103020	651.37	PD AUG 20		00106091	10/29/2020
MW OH	H&S ENERGY LLC V010680	DEC PD CAR WASHES	103658-6301 Special Department Supplies	AP103020	369.63	PD DEC 19		00106091	10/29/2020
MW OH	H&S ENERGY LLC V010680	JULY PD CAR WASHES	103658-6301 Special Department Supplies	AP103020	569.43	PD JULY 20		00106091	10/29/2020
MW OH	H&S ENERGY LLC V010680	NOV PD CAR WASHES	103658-6301 Special Department Supplies	AP103020	709.46	PD NOV 19		00106091	10/29/2020
MW OH	H&S ENERGY LLC V010680	SEPT PD CAR WASHES	103658-6301 Special Department Supplies	AP103020	529.47	PD SEPT 20		00106091	10/29/2020

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Check Total:					2,829.36				
MW OH	HDL COREN & CONE V001564	BUSINESS LICENSE USER FEE	101523-6136 Software Maintenance	AP103020	9,324.71	SIN004177		00106092	10/29/2020
MW OH	HDL COREN & CONE V001564	OCT-DEC PROPERTY TAX MGMT SVS	02020-6099 Professional Services	AP103020	3,465.00	SIN004481	P11800	00106092	10/29/2020
Check Total:					12,789.71				
MW OH	HEALTHPOINTE MEDICAL V010713	9/25 PRE EMPLOYMENT EXAM	101512-6099 Professional Services	AP103020	316.00	30601-3344240		00106093	10/29/2020
Check Total:					316.00				
MW OH	HOME DEPOT CREDIT V011713	FIRE STATION SUPPLIES	103066-6301 Special Department Supplies	AP103020	22.07	1525309		00106094	10/29/2020
MW OH	HOME DEPOT CREDIT V011713	FOLDING EARMUFFS	103066-6301 Special Department Supplies	AP103020	40.88	2522220		00106094	10/29/2020
MW OH	HOME DEPOT CREDIT V011713	FIRE STATION SUPPLIES	103066-6301 Special Department Supplies	AP103020	20.78	2534284		00106094	10/29/2020
MW OH	HOME DEPOT CREDIT V011713	FIRE STATION SUPPLIES	103066-6301 Special Department Supplies	AP103020	170.44	8023623		00106094	10/29/2020
MW OH	HOME DEPOT CREDIT V011713	FIRE STATION SUPPLIES	103066-6301 Special Department Supplies	AP103020	33.51	9031397		00106094	10/29/2020
Check Total:					287.68				
MW OH	HOTSY OF SOUTHERN V004351	HIGH PRESSURE HOSE	103658-6137 Repair Maint/Equipment	AP103020	211.65	10011052		00106095	10/29/2020
Check Total:					211.65				
MW OH	ICMA V000512	MEMBERSHIP - ESTEVEZ	103550-6255 Dues & Memberships	AP103020	1,400.00	10212020		00106096	10/29/2020
Check Total:					1,400.00				
MW OH	ICMA RETIREMENT TRUST V010029	ICMA P/E 10/17 PD 10/23	0054-2170 Deferred Comp Payable - ICMA	AP103020	44.75	PR2001022		00106097	10/29/2020
MW OH	ICMA RETIREMENT TRUST	ICMA P/E 10/17 PD 10/23	0010-2170	AP103020	2,323.83	PR2001022		00106097	10/29/2020

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	V010029		Deferred Comp Payable - ICMA						
MW OH	ICMA RETIREMENT TRUST V010029	ICMA 401 P/E 10/17 PD 10/23	0010-2170 Deferred Comp Payable - ICMA	AP103020	7,129.28	PR2001022A		00106097	10/29/2020
Check Total:					9,497.86				
MW OH	IMPERIAL SPRINKLER V006506	CONTROLLER	103655-6130 Repair & Maint/Facilities	AP103020	171.94	4377827-00		00106098	10/29/2020
MW OH	IMPERIAL SPRINKLER V006506	SOLENOID	103655-6130 Repair & Maint/Facilities	AP103020	74.69	4379342-00		00106098	10/29/2020
MW OH	IMPERIAL SPRINKLER V006506	CONTROLLER, SOLENOID	103655-6130 Repair & Maint/Facilities	AP103020	138.80	4382237-00		00106098	10/29/2020
MW OH	IMPERIAL SPRINKLER V006506	STATION CONTROLLER	103655-6130 Repair & Maint/Facilities	AP103020	671.85	4386065-00		00106098	10/29/2020
Check Total:					1,057.28				
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 10/17 PD 10/23	0037-2131 Employer PARS/ARS Payable	AP103020	217.43	PR2001022		00106099	10/29/2020
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 10/17 PD 10/23	0029-2131 Employer PARS/ARS Payable	AP103020	19.95	PR2001022		00106099	10/29/2020
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 10/17 PD 10/23	0054-2131 Employer PARS/ARS Payable	AP103020	44.93	PR2001022		00106099	10/29/2020
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 10/17 PD 10/23	0010-2131 Employer PARS/ARS Payable	AP103020	1,042.74	PR2001022		00106099	10/29/2020
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 10/17 PD 10/23	0010-2131 Employer PARS/ARS Payable	AP103020	790.38	PR2001022		00106099	10/29/2020
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 10/17 PD 10/23	0054-2131 Employer PARS/ARS Payable	AP103020	23.94	PR2001022		00106099	10/29/2020
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 10/17 PD 10/23	0048-2131 Employer PARS/ARS Payable	AP103020	44.93	PR2001022		00106099	10/29/2020
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 10/17 PD 10/23	0048-2131 Employer PARS/ARS Payable	AP103020	111.49	PR2001022		00106099	10/29/2020
MW OH	JOHN HANCOCK USA-PARS	PARS P/E 10/17 PD 10/23	0054-2131	AP103020	22.72	PR2001022		00106099	10/29/2020

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	V010625		Employer PARS/ARS Payable						
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 10/17 PD 10/23	0010-2131 Employer PARS/ARS Payable	AP103020	368.71	PR2001022		00106099	10/29/2020
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 10/17 PD 10/23	0037-2131 Employer PARS/ARS Payable	AP103020	62.91	PR2001022		00106099	10/29/2020
Check Total:					2,750.13				
MW OH	KOA HILLS CONSULTING LLC V011519	10/12-18 CONSULTING SVS	796103-6840 Machinery & Equipment	AP103020	8,443.75	7357	P11793	00106100	10/29/2020
Check Total:					8,443.75				
MW OH	LONG BEACH BMW V011294	PD MOTORCYCLE REPAIRS	103658-6134 Vehicle Repair & Maintenance	AP103020	475.95	38543		00106101	10/29/2020
Check Total:					475.95				
MW OH	MC FADDEN-DALE V000635	PAINT	103654-6301 Special Department Supplies	AP103020	15.30	426864/5		00106102	10/29/2020
MW OH	MC FADDEN-DALE V000635	PLUMMERS TAPE	103654-6301 Special Department Supplies	AP103020	3.29	426865/5		00106102	10/29/2020
Check Total:					18.59				
MW OH	MCPEEKS CDJR OF ANAHEIM V011285	SENSOR	103658-6134 Vehicle Repair & Maintenance	AP103020	146.66	5102814		00106103	10/29/2020
Check Total:					146.66				
MW OH	MISSION LINEN SUPPLY V011110	PW PANTS	103650-6360 Uniforms	AP103020	244.20	513333235	P11769	00106104	10/29/2020
MW OH	MISSION LINEN SUPPLY V011110	PW UNIFORMS	103650-6360 Uniforms	AP103020	134.91	513438520	P11769	00106104	10/29/2020
Check Total:					379.11				
MW OH	NEJAD, KHASHAYAR K. V011725	EVIDENCE RETURN	0044-2062 Unclaimed Evidence Money	AP103020	4,052.00	DR14-1257		00106105	10/29/2020
Check Total:					4,052.00				
MW OH	OFFICE INDUSTRIES	PAPER	109595-6315	AP103020	118.27	67007		00106106	10/29/2020

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	V007477		Office Supplies						
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	102531-6315 Office Supplies	AP103020	11.36	67037		00106106	10/29/2020
MW OH	OFFICE INDUSTRIES V007477	PAPER	109595-6315 Office Supplies	AP103020	197.11	67040		00106106	10/29/2020
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	102020-6315 Office Supplies	AP103020	78.21	67055		00106106	10/29/2020
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	102020-6315 Office Supplies	AP103020	28.50	B67055-1		00106106	10/29/2020
Check Total:					433.45				
MW OH	PETROCHEM MATERIALS V010844	RESIDENTAL SLURRY SEAL SVS	601001-6185 Construction Services	AP103020	271,926.09	1951-1952	P11879	00106107	10/29/2020
MW OH	PETROCHEM MATERIALS V010844	RETENTION PAYMENT	791001-6185 Construction Services	AP103020	30,879.84	1964	P11879	00106107	10/29/2020
MW OH	PETROCHEM MATERIALS V010844	RETENTION PAYMENT	601001-6185 Construction Services	AP103020	40,437.35	1964	P11879	00106107	10/29/2020
Check Total:					343,243.28				
MW OH	PLACENTIA YORBA LINDA V000794	PRINTED ENVELOPES	109595-6315 Office Supplies	AP103020	508.95	82PI0021		00106108	10/29/2020
Check Total:					508.95				
MW OH	PUBLIC AGENCY RISK V000241	PROPERTY INSURANCE RENEWAL	404582-6201 Liability Insurance Premiums	AP103020	127,306.00	21-176		00106109	10/29/2020
Check Total:					127,306.00				
MW OH	R F DICKSON CO INC V011193	AUG STREET SWEEPING SVS	374386-6290 Dept. Contract Services	AP103020	12,048.47	2510435	P11755	00106110	10/29/2020
Check Total:					12,048.47				
MW OH	RAIN GUARD ROOFING V011715	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP103020	100.00	30-20-342		00106111	10/29/2020
Check Total:					100.00				

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MW OH	REPUBLIC WASTE SERVICES V007205	SEPT REFUSE COLLECTION SVS	374386-6101 Disposal	AP103020	275,812.74	676-004196230	P11830	00106112	10/29/2020
Check Total:					275,812.74				
MW OH	RESOURCES RECYCLING & V011394	REFUND UNSPENT FUNDS	500000-4205 State Grants	AP103020	14,169.00	0000001310046		00106113	10/29/2020
Check Total:					14,169.00				
MW OH	RIVERSIDE COUNTY V008065	DRIVING/FORCE REG	213041-6250 Staff Training	AP103020	102.00	BCTC0026619		00106114	10/29/2020
MW OH	RIVERSIDE COUNTY V008065	ARREST & CONTROL REG	213041-6250 Staff Training	AP103020	84.00	BCTC0026625		00106114	10/29/2020
MW OH	RIVERSIDE COUNTY V008065	FIREARMS/TACTICAL HANDGUN	213041-6250 Staff Training	AP103020	118.00	BCTC0026627		00106114	10/29/2020
MW OH	RIVERSIDE COUNTY V008065	DRIVING/FORCE REG	213041-6250 Staff Training	AP103020	102.00	BCTC0027188		00106114	10/29/2020
MW OH	RIVERSIDE COUNTY V008065	DRIVING/FORCE REG	213041-6250 Staff Training	AP103020	102.00	BCTC0027425		00106114	10/29/2020
MW OH	RIVERSIDE COUNTY V008065	DRIVING/FORCE REG	213041-6250 Staff Training	AP103020	102.00	BCTC0027455		00106114	10/29/2020
MW OH	RIVERSIDE COUNTY V008065	ARREST & CONTROL BATON	213041-6250 Staff Training	AP103020	84.00	BCTC0027720		00106114	10/29/2020
MW OH	RIVERSIDE COUNTY V008065	ARREST & CONTROL BATON	213041-6250 Staff Training	AP103020	84.00	BCTC0027721		00106114	10/29/2020
MW OH	RIVERSIDE COUNTY V008065	ARREST & CONTROL BATON	213041-6250 Staff Training	AP103020	84.00	VR111220R		00106114	10/29/2020
Check Total:					862.00				
MW OH	SAN BERNARDINO SHERIFFS V011694	DRIVING PSP - MENELY	213041-6250 Staff Training	AP103020	100.00	RM120720R		00106115	10/29/2020
Check Total:					100.00				
MW OH	SAN DIEGO REGIONAL	RECORDS TRAINING - KENNICUTT	103043-6250	AP103020	525.00	49935		00106116	10/29/2020

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	V006552		Staff Training						
				Check Total:	525.00				
MW OH	SCI CONSULTING GROUP V009433	SLD LEVY ASSESSMENT ADMIN	296561-6015 Engineering Services	AP103020	7,322.94	C9264	P11839	00106117	10/29/2020
MW OH	SCI CONSULTING GROUP V009433	SLD LEVY ASSESSMENT ADMIN	556562-6015 Engineering Services	AP103020	2,136.76	C9264	P11839	00106117	10/29/2020
MW OH	SCI CONSULTING GROUP V009433	SLD LEVY ASSESSMENT ADMIN	374386-6290 Dept. Contract Services	AP103020	802.12	C9264	P11839	00106117	10/29/2020
MW OH	SCI CONSULTING GROUP V009433	SLD LEVY ASSESSMENT ADMIN	286560-6015 Engineering Services	AP103020	7,322.94	C9264	P11839	00106117	10/29/2020
				Check Total:	17,584.76				
MW OH	SCOTT CRANE ROOFING V011714	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP103020	100.00	30-20-290		00106118	10/29/2020
MW OH	SCOTT CRANE ROOFING V011714	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP103020	100.00	30-20-291		00106118	10/29/2020
MW OH	SCOTT CRANE ROOFING V011714	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP103020	100.00	30-20-292		00106118	10/29/2020
MW OH	SCOTT CRANE ROOFING V011714	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP103020	100.00	30-20-295		00106118	10/29/2020
MW OH	SCOTT CRANE ROOFING V011714	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP103020	100.00	30-20-296		00106118	10/29/2020
MW OH	SCOTT CRANE ROOFING V011714	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP103020	100.00	30-20-297		00106118	10/29/2020
MW OH	SCOTT CRANE ROOFING V011714	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP103020	100.00	30-20-299		00106118	10/29/2020
MW OH	SCOTT CRANE ROOFING V011714	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP103020	100.00	30-20-300		00106118	10/29/2020
MW OH	SCOTT CRANE ROOFING V011714	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP103020	100.00	30-20-308		00106118	10/29/2020
MW OH	SCOTT CRANE ROOFING	ROOFING BOND REFUND	0044-2033	AP103020	100.00	30-20-309		00106118	10/29/2020

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	V011714		Construction & Demo Deposit						
MW OH	SCOTT CRANE ROOFING V011714	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP103020	100.00	30-20-310		00106118	10/29/2020
MW OH	SCOTT CRANE ROOFING V011714	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP103020	100.00	30-20-311		00106118	10/29/2020
Check Total:					1,200.00				
MW OH	SECO ELECTRIC & LIGHTING V010182	INSTALL PHASE CIRCUIT	103654-6130 Repair & Maint/Facilities	AP103020	2,397.13	6232	P11856	00106119	10/29/2020
MW OH	SECO ELECTRIC & LIGHTING V010182	INSTALL LED FIXTURES	103654-6130 Repair & Maint/Facilities	AP103020	1,143.30	6234	P11856	00106119	10/29/2020
MW OH	SECO ELECTRIC & LIGHTING V010182	DURTRIAL LED BULBS	103654-6130 Repair & Maint/Facilities	AP103020	791.15	6236	P11856	00106119	10/29/2020
Check Total:					4,331.58				
MW OH	SO CAL GAS V000909	AUG-SEPT GAS CHARGES	109595-6340 Natural Gas	AP103020	285.76	10222020		00106120	10/29/2020
Check Total:					285.76				
MW OH	SPARKLETT'S V000967	SEPT WATER, COFFEE SVS	109595-6301 Special Department Supplies	AP103020	3,155.01	4106122 091720		00106121	10/29/2020
Check Total:					3,155.01				
MW OH	SUNSET SIGNS AND V011081	301 CAFE SIGN	302535-6401 Community Programs	AP103020	207.92	82495		00106122	10/29/2020
Check Total:					207.92				
MW OH	TALX UC eXpress V002944	SEPT UNEMPLOYMENT MGMT	404581-6025 Third Party Administration	AP103020	80.00	2050150926		00106123	10/29/2020
Check Total:					80.00				
MW OH	TEAM ONE MANAGEMENT V010070	SEPT PARK JANITORIAL SVS	103655-6290 Dept. Contract Services	AP103020	5,170.83	53	P11805	00106124	10/29/2020
Check Total:					5,170.83				
MW OH	TIME WARNER CABLE	10/14-11/13 PD INTERNET	109595-6215	AP103020	619.00	0528002101420		00106125	10/29/2020

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	V004450		Telephone						
MW OH	TIME WARNER CABLE V004450	10/14-11/13 FD INERNET	104071-6299 Other Purchased Services	AP103020	218.99	0619546101420		00106125	10/29/2020
				Check Total:	837.99				
MW OH	TOTUM CORP V010229	SEPT NAV CTR CONST MGMT	784070-6899 Other Capital Outlay	AP103020	6,496.50	205345	P11865	00106126	10/29/2020
				Check Total:	6,496.50				
MW OH	TOVAR, MANUEL V003703	B LICENSE REIMBURSEMENT	103652-6301 Special Department Supplies	AP103020	49.11	07172020		00106127	10/29/2020
				Check Total:	49.11				
MW OH	UNDERGROUND SERVICE V010637	OCT DIG SAFE SERVICES	484356-6301 Special Department Supplies	AP103020	132.10	920200526		00106128	10/29/2020
MW OH	UNDERGROUND SERVICE V010637	OCT REGULATORY COSTS	484356-6301 Special Department Supplies	AP103020	48.04	DSB20195465		00106128	10/29/2020
				Check Total:	180.14				
MW OH	UNITED RENTALS NORTH V001082	CONCRETE PLANER RENTAL	103652-6170 Equipment & Tool Rental	AP103020	305.04	186912505-001		00106129	10/29/2020
				Check Total:	305.04				
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 10/17 PD 10/23	0050-2131 Employer PARS/ARS Payable	AP103020	0.43	PR2001022		00106130	10/29/2020
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 10/17 PD 10/23	0062-2131 Employer PARS/ARS Payable	AP103020	30.01	PR2001022		00106130	10/29/2020
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 10/17 PD 10/23	0010-2131 Employer PARS/ARS Payable	AP103020	1,174.32	PR2001022		00106130	10/29/2020
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 10/17 PD 10/23	0010-2126 Employee PARS/ARS W/H	AP103020	1,174.32	PR2001022		00106130	10/29/2020
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 10/17 PD 10/23	0062-2126 Employee PARS/ARS W/H	AP103020	30.01	PR2001022		00106130	10/29/2020
MW OH	US BANK PARS #6746022400	PARS P/E 10/17 PD 10/23	0050-2126	AP103020	0.43	PR2001022		00106130	10/29/2020

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	V008781		Employee PARS/ARS W/H						
				Check Total:	2,409.52				
MW OH	WELLS FARGO VENOR FIN V010076	NOV FD COPIER, PRINTER LEASE	109595-6215 Telephone	AP103020	255.57	5012273280		00106131	10/29/2020
MW OH	WELLS FARGO VENOR FIN V010076	NOV FD PRINTER LEASE	109595-6215 Telephone	AP103020	216.38	5012273281		00106131	10/29/2020
				Check Total:	471.95				
MW OH	WOJCIK, PENNY V011723	MILITARY BANNER REFUND	0044-2082 / 50405-2082 Military Banners Program	AP103020	179.00	PW82520		00106132	10/29/2020
MW OH	WOJCIK, PENNY V011723	MILITARY BANNER REFUND	100000-4399 / 50405-4399 Other Charges for Service	AP103020	81.00	PW82520		00106132	10/29/2020
				Check Total:	260.00				
MW OH	YORBA LINDA WATER V001148	SEPT WATER CHARGES	109595-6335 Water	AP103020	5,309.58	101620		00106133	10/29/2020
				Check Total:	5,309.58				
MW OH	ACTION DUCT CLEANING CO V004148	FIRE STN 1 DUCT CLEANING	795105-6185 Construction Services	AP110520	750.00	57285		00106134	11/06/2020
MW OH	ACTION DUCT CLEANING CO V004148	FIRE STN 2 DUCT CLEANING	795105-6185 Construction Services	AP110520	1,500.00	57286		00106134	11/06/2020
				Check Total:	2,250.00				
MW OH	ADMINSURE V004980	SEPT WORKERS COMP ADMIN SVS	404580-6025 Third Party Administration	AP110520	4,386.00	13657		00106135	11/06/2020
				Check Total:	4,386.00				
MW OH	AMERICAN PLANNING V000010	APA MEMBERSHIP - GONZALES	102531-6255 Dues & Memberships	AP110520	470.00	231332-20104		00106136	11/06/2020
MW OH	AMERICAN PLANNING V000010	APA MEMBERSHIP - BECK	102531-6255 Dues & Memberships	AP110520	360.00	328317-20104		00106136	11/06/2020
				Check Total:	830.00				
MW OH	AT & T	OCT KOCH PARK INTERNET	109595-6215	AP110520	41.35	KP OCT 20		00106137	11/06/2020

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	V008736		Telephone						
				Check Total:	41.35				
MW OH	AT&T V004144	AUG-SEPT PHONE CHARGES	109595-6215 Telephone	AP110520	2,553.75	092520		00106138	11/06/2020
MW OH	AT&T V004144	AUG-SEPT PHONE CHARGES	296561-6215 Telephone	AP110520	173.75	092520		00106138	11/06/2020
MW OH	AT&T V004144	AUG-SEPT PHONE CHARGES	109595-6215 / 21008-6215 Telephone	AP110520	18.28	092520		00106138	11/06/2020
MW OH	AT&T V004144	AUG-SEPT PHONE CHARGES	109595-6215 / 21009-6215 Telephone	AP110520	10.91	092520		00106138	11/06/2020
				Check Total:	2,756.69				
MW OH	BRENNAN ESTIMATING V011259	OCT ALARM MONITORING	103654-6127 Alarm Monitoring	AP110520	360.00	5631	P11781	00106139	11/06/2020
				Check Total:	360.00				
MW OH	BRYTON PRINTING INC V011194	PRINTING SVS - FIRE MAILER	109595-6999 Other Expenditure	AP110520	2,957.51	15845	P11894	00106140	11/06/2020
				Check Total:	2,957.51				
MW OH	CALMAT CO. V010007	ASPHALT	103652-6301 Special Department Supplies	AP110520	384.01	72741601		00106141	11/06/2020
				Check Total:	384.01				
MW OH	CHEMEX INDUSTRIES INC. V004683	GRAFFITI REMOVER	103652-6301 Special Department Supplies	AP110520	664.13	31575		00106142	11/06/2020
				Check Total:	664.13				
MW OH	CITY OF ANAHEIM V010186	9/15-10/15 ELECTRICAL COSTS	109595-6330 Electricity	AP110520	63.37	091820		00106143	11/06/2020
				Check Total:	63.37				
MW OH	CITY OF BREA V000125	BUSINESS CARDS - KOURA	103650-6315 Office Supplies	AP110520	15.49	ASCS001589		00106144	11/06/2020
				Check Total:	15.49				

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MW OH	COLETTE'S CHILDREN'S V010863	HOUSING PROGRAM GRANT PMT	622534-6401 Community Programs	AP110520	261,400.00	102120	P11897	00106145	11/06/2020
				Check Total:	261,400.00				
MW OH	COMLOCK V003166	KEYS, LOCKS	103654-6301 Special Department Supplies	AP110520	140.83	827440		00106146	11/06/2020
				Check Total:	140.83				
MW OH	COUNTS UNLIMITED V009024	TRAFFIC DATA COLLECTION	103590-6099 Professional Services	AP110520	150.00	20311		00106147	11/06/2020
MW OH	COUNTS UNLIMITED V009024	TRAFFIC DATA COLLECTION	103590-6099 Professional Services	AP110520	200.00	20319		00106147	11/06/2020
				Check Total:	350.00				
MW OH	COUNTY OF ORANGE V011479	ENCROACHMENT PERMIT FEES	331801-6185 Construction Services	AP110520	1,613.39	Z2120185		00106148	11/06/2020
				Check Total:	1,613.39				
MW OH	CT&T CONCRETE PAVING INC V011600	CONCRETE REPAIR SVS	103550-6301 / 50510-6301 Special Department Supplies	AP110520	6,776.00	CTS5819	P11747	00106149	11/06/2020
				Check Total:	6,776.00				
MW OH	DEKRA-LITE V003946	CHRISTMAS TREE DEPOSIT	104071-6099 Professional Services	AP110520	3,307.97	SO060771	P11886	00106150	11/06/2020
				Check Total:	3,307.97				
MW OH	DEROTIC EMERGENCY V011295	HOSE BRACKET REPAIRS	103066-6301 Special Department Supplies	AP110520	243.98	SO-1326		00106151	11/06/2020
MW OH	DEROTIC EMERGENCY V011295	FIRE TRUCK REPAIRS	103066-6301 Special Department Supplies	AP110520	5,236.44	SO-1348	P11892	00106151	11/06/2020
				Check Total:	5,480.42				
MW OH	EMPIRE MEDIA V010651	JULY MEDIA PRODUCTION SVS	581573-6099 Professional Services	AP110520	4,480.50	0148	P11896	00106152	11/06/2020
				Check Total:	4,480.50				
MW OH	FACTORY MOTOR PARTS	RAPID SEAL	103658-6134	AP110520	33.70	101-324726	P11898	00106153	11/06/2020

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	V010842		Vehicle Repair & Maintenance						
MW OH	FACTORY MOTOR PARTS V010842	A/C SWITCH	103658-6134 Vehicle Repair & Maintenance	AP110520	25.75	101-327744	P11898	00106153	11/06/2020
MW OH	FACTORY MOTOR PARTS V010842	SPARK PLUG WIRE, FILTERS	103658-6134 Vehicle Repair & Maintenance	AP110520	148.84	102-114220	P11898	00106153	11/06/2020
MW OH	FACTORY MOTOR PARTS V010842	FUEL FILTER	103658-6134 Vehicle Repair & Maintenance	AP110520	11.55	102-114572	P11898	00106153	11/06/2020
MW OH	FACTORY MOTOR PARTS V010842	RADIATOR CAP	103658-6134 Vehicle Repair & Maintenance	AP110520	14.84	102-114651	P11898	00106153	11/06/2020
MW OH	FACTORY MOTOR PARTS V010842	DEGREASER, BRAKE CLEANING	103658-6134 Vehicle Repair & Maintenance	AP110520	70.66	102-114737	P11898	00106153	11/06/2020
MW OH	FACTORY MOTOR PARTS V010842	FUEL FILTER	103658-6134 Vehicle Repair & Maintenance	AP110520	20.57	102-117561	P11898	00106153	11/06/2020
MW OH	FACTORY MOTOR PARTS V010842	FUEL CAP	103658-6134 Vehicle Repair & Maintenance	AP110520	19.24	102-117781	P11898	00106153	11/06/2020
MW OH	FACTORY MOTOR PARTS V010842	SWAY BAR LINK KIT	103658-6134 Vehicle Repair & Maintenance	AP110520	37.02	102-117782	P11898	00106153	11/06/2020
MW OH	FACTORY MOTOR PARTS V010842	BRAKE PADS	103658-6134 Vehicle Repair & Maintenance	AP110520	34.51	102-117791	P11898	00106153	11/06/2020
MW OH	FACTORY MOTOR PARTS V010842	SHOCKS	103658-6134 Vehicle Repair & Maintenance	AP110520	78.25	102-117832	P11898	00106153	11/06/2020
MW OH	FACTORY MOTOR PARTS V010842	BLOWER MOTOR	103658-6134 Vehicle Repair & Maintenance	AP110520	75.53	102-118064	P11898	00106153	11/06/2020
MW OH	FACTORY MOTOR PARTS V010842	HEATER HOSE ASSEMBLY	103658-6134 Vehicle Repair & Maintenance	AP110520	102.02	102-118065	P11898	00106153	11/06/2020
MW OH	FACTORY MOTOR PARTS V010842	A/C ACCUMULATOR	103658-6134 Vehicle Repair & Maintenance	AP110520	26.11	11-1821506	P11898	00106153	11/06/2020
MW OH	FACTORY MOTOR PARTS V010842	COOLANT	103658-6134 Vehicle Repair & Maintenance	AP110520	19.38	12-3655126	P11898	00106153	11/06/2020
MW OH	FACTORY MOTOR PARTS	A/C CONTROL MOTOR	103658-6134	AP110520	84.03	12-3661300	P11898	00106153	11/06/2020

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	V010842		Vehicle Repair & Maintenance						
MW OH	FACTORY MOTOR PARTS V010842	STARTER FLUID, FILTERS	103658-6134 Vehicle Repair & Maintenance	AP110520	90.63	12-3662584	P11898	00106153	11/06/2020
MW OH	FACTORY MOTOR PARTS V010842	PCV VALVE	103658-6134 Vehicle Repair & Maintenance	AP110520	19.17	12-3685992	P11898	00106153	11/06/2020
MW OH	FACTORY MOTOR PARTS V010842	COOLING SYSTEM KIT	103658-6134 Vehicle Repair & Maintenance	AP110520	19.91	12-3712847	P11898	00106153	11/06/2020
MW OH	FACTORY MOTOR PARTS V010842	A/C COMPRESSOR	103658-6134 Vehicle Repair & Maintenance	AP110520	173.99	12-3712979	P11898	00106153	11/06/2020
MW OH	FACTORY MOTOR PARTS V010842	AIR FLOW SENSOR	103658-6134 Vehicle Repair & Maintenance	AP110520	61.56	12-3715546	P11898	00106153	11/06/2020
MW OH	FACTORY MOTOR PARTS V010842	A/C SWITCH	103658-6134 Vehicle Repair & Maintenance	AP110520	17.77	12-3716446	P11898	00106153	11/06/2020
MW OH	FACTORY MOTOR PARTS V010842	DELCO BATTERY	103658-6134 Vehicle Repair & Maintenance	AP110520	183.45	12-3717381	P11898	00106153	11/06/2020
MW OH	FACTORY MOTOR PARTS V010842	EMISSION PART	103658-6134 Vehicle Repair & Maintenance	AP110520	68.78	164-103399	P11898	00106153	11/06/2020
Check Total:					1,437.26				
MW OH	FAST SIGNS OF BREA V011616	VINYL NUMBERS	103658-6301 Special Department Supplies	AP110520	45.94	2140-9835		00106154	11/06/2020
MW OH	FAST SIGNS OF BREA V011616	CRR HELMET STICKERS	103066-6401 Community Programs	AP110520	366.89	261-10103		00106154	11/06/2020
MW OH	FAST SIGNS OF BREA V011616	VINYL DECALS	103658-6301 Special Department Supplies	AP110520	81.12	261-9692		00106154	11/06/2020
MW OH	FAST SIGNS OF BREA V011616	PD VEHICLE DECALS	103658-6301 Special Department Supplies	AP110520	108.69	261-9764		00106154	11/06/2020
MW OH	FAST SIGNS OF BREA V011616	FUEL PUMP DECALS	103658-6301 Special Department Supplies	AP110520	423.46	261-9765		00106154	11/06/2020
MW OH	FAST SIGNS OF BREA V011616	LAYOUT/PREP	103658-6301 Special Department Supplies	AP110520	43.55	261-9811		00106154	11/06/2020

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MW OH	FAST SIGNS OF BREA V011616	PRINTED LOGO MAT	103658-6301 Special Department Supplies	AP110520	566.23	261-9958		00106154	11/06/2020
				Check Total:	1,635.88				
MW OH	FIRE APPARATUS SOLUTIONS V011727	SCV REPAIRS	404582-6210 Liability Claims	AP110520	51,409.79	17978		00106155	11/06/2020
				Check Total:	51,409.79				
MW OH	FIRE SMART PROMOTIONS V011548	JR FIREFIGHTER HATS, BADGES	103066-6401 Community Programs	AP110520	603.57	110336		00106156	11/06/2020
				Check Total:	603.57				
MW OH	GOLDEN BELL PRODUCTS V005233	RELEASE-IT	103658-6137 Repair Maint/Equipment	AP110520	144.09	17301		00106157	11/06/2020
				Check Total:	144.09				
MW OH	GST V009410	FIRE STATIONS IT EQUIPMENT	101523-6840 Machinery & Equipment	AP110520	34,407.44	INV52500	P11899	00106158	11/06/2020
				Check Total:	34,407.44				
MW OH	HOME DEPOT CREDIT V010624	PW TRUCK SUPPLIES	103654-6301 Special Department Supplies	AP110520	46.17	1015545		00106159	11/06/2020
MW OH	HOME DEPOT CREDIT V010624	CHANNEL DRAIN	103655-6130 Repair & Maint/Facilities	AP110520	150.73	2011889		00106159	11/06/2020
MW OH	HOME DEPOT CREDIT V010624	FACILITY REPAIR SUPPLIES	103654-6301 Special Department Supplies	AP110520	166.93	2015468		00106159	11/06/2020
MW OH	HOME DEPOT CREDIT V010624	FACILITY REPAIR SUPPLIES	103654-6130 Repair & Maint/Facilities	AP110520	51.46	22342		00106159	11/06/2020
MW OH	HOME DEPOT CREDIT V010624	FACILITY REPAIR SUPPLIES	103654-6301 Special Department Supplies	AP110520	78.96	3040012		00106159	11/06/2020
MW OH	HOME DEPOT CREDIT V010624	FACILITY REPAIR SUPPLIES	103654-6130 Repair & Maint/Facilities	AP110520	121.46	3050772		00106159	11/06/2020
MW OH	HOME DEPOT CREDIT V010624	FACILITY REPAIR SUPPLIES	103654-6301 Special Department Supplies	AP110520	98.59	3056566		00106159	11/06/2020

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MW OH	HOME DEPOT CREDIT V010624	FACILITY REPAIR SUPPLIES	103654-6130 Repair & Maint/Facilities	AP110520	207.31	5022821		00106159	11/06/2020
MW OH	HOME DEPOT CREDIT V010624	FACILITY REPAIR SUPPLIES	103654-6130 Repair & Maint/Facilities	AP110520	64.08	6011450		00106159	11/06/2020
MW OH	HOME DEPOT CREDIT V010624	PAINT SPRAYER	103654-6130 Repair & Maint/Facilities	AP110520	188.52	6023839		00106159	11/06/2020
MW OH	HOME DEPOT CREDIT V010624	DOWNTOWN REPAIR SUPPLIES	103654-6301 Special Department Supplies	AP110520	181.13	7021517		00106159	11/06/2020
MW OH	HOME DEPOT CREDIT V010624	PED BRIDGE LIGHTS	103654-6301 Special Department Supplies	AP110520	22.60	7021588		00106159	11/06/2020
MW OH	HOME DEPOT CREDIT V010624	FACILITY REPAIR SUPPLIES	103654-6301 Special Department Supplies	AP110520	125.79	7040444		00106159	11/06/2020
MW OH	HOME DEPOT CREDIT V010624	PED BRIDGE LIGHTS	103654-6301 Special Department Supplies	AP110520	107.69	7056182		00106159	11/06/2020
MW OH	HOME DEPOT CREDIT V010624	CREDIT	103654-6301 Special Department Supplies	AP110520	-107.69	7094452		00106159	11/06/2020
MW OH	HOME DEPOT CREDIT V010624	SIDEWALK REPAIR SUPPLIES	103652-6301 Special Department Supplies	AP110520	42.99	8011209		00106159	11/06/2020
MW OH	HOME DEPOT CREDIT V010624	FACILITY REPAIR SUPPLIES	103654-6301 Special Department Supplies	AP110520	136.81	8015049		00106159	11/06/2020
MW OH	HOME DEPOT CREDIT V010624	FACILITY REPAIR SUPPLIES	103654-6301 Special Department Supplies	AP110520	281.86	8021483		00106159	11/06/2020
MW OH	HOME DEPOT CREDIT V010624	FACILITY REPAIR SUPPLIES	103654-6301 Special Department Supplies	AP110520	73.59	8023678		00106159	11/06/2020
MW OH	HOME DEPOT CREDIT V010624	CONCRETE, MORTAR MIX	103652-6301 Special Department Supplies	AP110520	23.96	8040409		00106159	11/06/2020
MW OH	HOME DEPOT CREDIT V010624	LIGHT BULBS	103654-6301 Special Department Supplies	AP110520	64.46	8102260		00106159	11/06/2020
MW OH	HOME DEPOT CREDIT V010624	DOWNTOWN REPAIRS	103654-6301 Special Department Supplies	AP110520	42.55	8220917		00106159	11/06/2020

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MW OH	HOME DEPOT CREDIT V010624	CONCRETE MIX	103652-6301 Special Department Supplies	AP110520	29.08	9011075		00106159	11/06/2020
MW OH	HOME DEPOT CREDIT V010624	FACILITY REPAIR SUPPLIES	103654-6130 Repair & Maint/Facilities	AP110520	278.58	9021351		00106159	11/06/2020
MW OH	HOME DEPOT CREDIT V010624	REPLENISH PW TRUCK SUPPLIES	103654-6301 Special Department Supplies	AP110520	112.63	9044957		00106159	11/06/2020
MW OH	HOME DEPOT CREDIT V010624	LATE FEE	103654-6130 Repair & Maint/Facilities	AP110520	35.00	FCH-007258644		00106159	11/06/2020
Check Total:					2,625.24				
MW OH	HOTSY OF SOUTHERN V004351	PRESSURE WASHER	103658-6137 Repair Maint/Equipment	AP110520	4,127.59	10010463	P11884	00106160	11/06/2020
Check Total:					4,127.59				
MW OH	HOUSTON & HARRIS PCS INC	SEWER LINE CLEANING	484356-6120 R & M/Sewer & Storm Drain	AP110520	28,491.14	20-23073	P11772	00106161	11/06/2020
Check Total:					28,491.14				
MW OH	JONES & MAYER V009822	AUGUST LEGAL SERVICES	101005-6005 Legal Services	AP110520	26.00	99408		00106162	11/06/2020
MW OH	JONES & MAYER V009822	AUGUST LEGAL SERVICES	102531-6099 / 45057-6099 Professional Services	AP110520	134.06	99409		00106162	11/06/2020
MW OH	JONES & MAYER V009822	AUGUST LITIGATION SVS	101005-6006 Litigation	AP110520	580.94	99413		00106162	11/06/2020
MW OH	JONES & MAYER V009822	AUGUST LEGAL SERVICES	101005-6005 Legal Services	AP110520	3,865.50	99414		00106162	11/06/2020
MW OH	JONES & MAYER V009822	AUGUST LEGAL SERVICES	101005-6005 / 50500-6005 Legal Services	AP110520	311.22	99416		00106162	11/06/2020
MW OH	JONES & MAYER V009822	AUGUST LITIGATION SVS	101005-6006 Litigation	AP110520	1,005.48	99422		00106162	11/06/2020
MW OH	JONES & MAYER V009822	AUGUST LEGAL SERVICES	784070-6005 Legal Services	AP110520	82.99	99423		00106162	11/06/2020
MW OH	JONES & MAYER	AUGUST LITIGATION SVS	101005-6006	AP110520	491.53	99424		00106162	11/06/2020

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	V009822		Litigation						
MW OH	JONES & MAYER V009822	AUGUST LEGAL SERVICES	101005-6005 Legal Services	AP110520	7,282.59	99427		00106162	11/06/2020
MW OH	JONES & MAYER V009822	AUGUST LEGAL SERVICES	101005-6005 Legal Services	AP110520	2,406.78	99428		00106162	11/06/2020
MW OH	JONES & MAYER V009822	AUGUST LITIGATION SVS	101005-6006 Litigation	AP110520	111.72	99430		00106162	11/06/2020
MW OH	JONES & MAYER V009822	AUGUST LEGAL SERVICES	101005-6005 Legal Services	AP110520	12,703.43	99587		00106162	11/06/2020
Check Total:					29,002.24				
MW OH	KOA HILLS CONSULTING LLC V011519	10/19-23 CONSULTING SVS	796103-6840 Machinery & Equipment	AP110520	5,468.75	7375	P11793	00106163	11/06/2020
Check Total:					5,468.75				
MW OH	KOSMONT COMPANIES V006131	FACILITY & BOND CONSULTING SVS	102020-6099 Professional Services	AP110520	9,991.80	2008.6-001	P11893	00106164	11/06/2020
Check Total:					9,991.80				
MW OH	LEONARD, WILLIAM D V011728	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP110520	100.00	30-20-362		00106165	11/06/2020
Check Total:					100.00				
MW OH	M JACK BROOKS JD V010723	OCT CONSULTING SVS	102020-6099 Professional Services	AP110520	1,562.50	07 PFIN	P11767	00106166	11/06/2020
MW OH	M JACK BROOKS JD V010723	OCT CONSULTING SVS	796103-6099 Professional Services	AP110520	9,656.25	07 PFIN	P11767	00106166	11/06/2020
Check Total:					11,218.75				
MW OH	MAKE IT PERSONAL V000646	NAME BADGE WITH MAGNET	102020-6315 Office Supplies	AP110520	69.53	10222020-01		00106167	11/06/2020
Check Total:					69.53				
MW OH	MANAGED HEALTH V008122	NOV EAP PROGRAM SVS	395083-5161 Health Insurance Premiums	AP110520	313.95	PRM-057151		00106168	11/06/2020

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Check Total:					313.95				
MW OH	MC FADDEN-DALE V000635	PAINT	103654-6301 Special Department Supplies	AP110520	22.20	427075/5		00106169	11/06/2020
Check Total:					22.20				
MW OH	MISSION LINEN SUPPLY V011110	10/20 PW UNIFORMS	103650-6360 Uniforms	AP110520	134.91	513483591	P11769	00106170	11/06/2020
Check Total:					134.91				
MW OH	NV5 INC V011256	JULY SLURRY SEAL SVS	181001-6185 Construction Services	AP110520	3,000.00	175387	P11875	00106171	11/06/2020
MW OH	NV5 INC V011256	AUG SLURRY SEAL SVS	181001-6185 Construction Services	AP110520	2,000.00	179143	P11875	00106171	11/06/2020
MW OH	NV5 INC V011256	SEPT SLURRY SEAL SVS	181001-6185 Construction Services	AP110520	1,600.00	183490	P11875	00106171	11/06/2020
Check Total:					6,600.00				
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103650-6315 Office Supplies	AP110520	55.69	66953		00106172	11/06/2020
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103550-6315 Office Supplies	AP110520	4.43	66954		00106172	11/06/2020
MW OH	OFFICE INDUSTRIES V007477	PAPER	109595-6315 Office Supplies	AP110520	157.69	67098		00106172	11/06/2020
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	102020-6315 Office Supplies	AP110520	31.30	67101		00106172	11/06/2020
MW OH	OFFICE INDUSTRIES V007477	PAPER	109595-6315 Office Supplies	AP110520	118.27	67155		00106172	11/06/2020
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103650-6315 Office Supplies	AP110520	9.74	B66901-1		00106172	11/06/2020
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103550-6315 Office Supplies	AP110520	23.37	B66954-1		00106172	11/06/2020
Check Total:					400.49				

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MW OH	ORANGE COUNTY V007657	TAX ROLL CORRECTION FEE	374386-6299 Other Purchased Services	AP110520	15.00	110320		00106173	11/06/2020
Check Total:					15.00				
MW OH	ORANGE CREST FLOORING V011719	STAIN & POLISH FD STN #1	795105-6185 Construction Services	AP110520	9,395.00	1091	P11888	00106174	11/06/2020
MW OH	ORANGE CREST FLOORING V011719	STAIN & POLISH FD STN #2	795105-6185 Construction Services	AP110520	12,065.00	1092	P11888	00106174	11/06/2020
Check Total:					21,460.00				
MW OH	PACIFIC EMBROIDERY V008348	HATS FOR PW	103655-6301 Special Department Supplies	AP110520	287.44	77779		00106175	11/06/2020
Check Total:					287.44				
MW OH	PARS V006999	AUG PARS ARS FEES	109595-6295 City Admin Services	AP110520	790.28	46539		00106176	11/06/2020
MW OH	PARS V006999	AUG PARS REP FEES	109595-6295 City Admin Services	AP110520	400.00	46617		00106176	11/06/2020
Check Total:					1,190.28				
MW OH	POWERSTRIDE BATTERY CO V000785	BATTERY	103658-6134 Vehicle Repair & Maintenance	AP110520	104.86	C 67334		00106177	11/06/2020
Check Total:					104.86				
MW OH	RIVERSIDE COUNTY V008065	ARREST, CONTROL TACTICS REG	213041-6250 Staff Training	AP110520	15.00	100520		00106178	11/06/2020
MW OH	RIVERSIDE COUNTY V008065	ARREST, CONTROL TACTICS REG	213041-6250 Staff Training	AP110520	15.00	100520 GILLIS		00106178	11/06/2020
MW OH	RIVERSIDE COUNTY V008065	ARREST, CONTROL TACTICS REG	213041-6250 Staff Training	AP110520	15.00	100520 LOMELI		00106178	11/06/2020
MW OH	RIVERSIDE COUNTY V008065	ARREST, CONTROL TACTICS REG	213041-6250 Staff Training	AP110520	15.00	100520 REGER		00106178	11/06/2020
Check Total:					60.00				
MW OH	RWG LAW	MAY LEGAL SERVICES	101005-6006	AP110520	413.00	227399		00106179	11/06/2020

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010776		Litigation						
				Check Total:	413.00				
MW OH	SHEA ROOFING V011729	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP110520	100.00	30-20-350		00106180	11/06/2020
				Check Total:	100.00				
MW OH	SHRED-IT USA V000905	AUG DOC SHRED SERVICES	374386-6299 Other Purchased Services	AP110520	508.24	11551128		00106181	11/06/2020
				Check Total:	508.24				
MW OH	SINAMBAL, PETER V011726	BLDG PERMIT REFUND	100000-4164 Electrical Permits	AP110520	16.50	B20-1812		00106182	11/06/2020
MW OH	SINAMBAL, PETER V011726	BLDG PERMIT REFUND	100000-4160 Building Permits	AP110520	34.30	B20-1812		00106182	11/06/2020
MW OH	SINAMBAL, PETER V011726	BLDG PERMIT REFUND	100000-4162 Plumbing Permits	AP110520	24.00	B20-1812		00106182	11/06/2020
				Check Total:	74.80				
MW OH	SOUTHERN CALIFORNIA V000910	AUG-OCT ELECTRICITY COSTS	109595-6330 / 21011-6330 Electricity	AP110520	116.40	102320		00106183	11/06/2020
MW OH	SOUTHERN CALIFORNIA V000910	AUG-OCT ELECTRICITY COSTS	109595-6330 Electricity	AP110520	8,660.46	102320		00106183	11/06/2020
MW OH	SOUTHERN CALIFORNIA V000910	AUG-OCT ELECTRICITY COSTS	296561-6330 Electricity	AP110520	1,228.47	102320		00106183	11/06/2020
MW OH	SOUTHERN CALIFORNIA V000910	AUG-OCT ELECTRICITY COSTS	109595-6330 / 21009-6330 Electricity	AP110520	59.85	102320		00106183	11/06/2020
MW OH	SOUTHERN CALIFORNIA V000910	AUG-OCT ELECTRICITY COSTS	109595-6330 / 21012-6330 Electricity	AP110520	18.35	102320		00106183	11/06/2020
MW OH	SOUTHERN CALIFORNIA V000910	SEPT-OCT ELECTRICAL CHARGES	109595-6330 / 21009-6330 Electricity	AP110520	35.64	112220		00106183	11/06/2020
MW OH	SOUTHERN CALIFORNIA V000910	SEPT-OCT ELECTRICAL CHARGES	109595-6330 / 21011-6330 Electricity	AP110520	248.14	112220		00106183	11/06/2020

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	SOUTHERN CALIFORNIA V000910	SEPT-OCT ELECTRICAL CHARGES	296561-6330 Electricity	AP110520	52.75	112220		00106183	11/06/2020
MW OH	SOUTHERN CALIFORNIA V000910	SEPT-OCT ELECTRICAL CHARGES	109595-6330 Electricity	AP110520	20,095.32	112220		00106183	11/06/2020
Check Total:					30,515.38				
MW OH	SOUTHERN CALIFORNIA V009955	SEPT LEGAL ADVERTISEMENTS	101002-6225 Advertising/Promotional	AP110520	248.00	0000494494		00106184	11/06/2020
MW OH	SOUTHERN CALIFORNIA V009955	SEPT LEGAL ADVERTISEMENTS	102020-6099 Professional Services	AP110520	1,068.00	0000494494		00106184	11/06/2020
Check Total:					1,316.00				
MW OH	SPARKLETTS V000967	WATER FILTRATION SYSTEM	109595-6301 Special Department Supplies	AP110520	9.78	20765979 100320		00106185	11/06/2020
MW OH	SPARKLETTS V000967	OCT WATER & COFFEE SVS	109595-6301 Special Department Supplies	AP110520	2,238.05	4106122 101720		00106185	11/06/2020
Check Total:					2,247.83				
MW OH	SUPERION LLC V005987	FINANCE SOFTWARE FEES	101523-6136 Software Maintenance	AP110520	36,661.64	293661	P11792	00106186	11/06/2020
Check Total:					36,661.64				
MW OH	SWANK MOTION PICTURES V004927	10/16 MOVIE RENTAL	104071-6299 / 79397-6299 Other Purchased Services	AP110520	685.00	DB 2930416		00106187	11/06/2020
Check Total:					685.00				
MW OH	TIME WARNER CABLE V004450	10/23-11/22 NAV CTR INTERNET	784070-6215 Telephone	AP110520	151.96	0570178102320		00106188	11/06/2020
Check Total:					151.96				
MW OH	TRILLIUM CNG (1720) V007952	SEPT CNG FUEL	103658-6345 Gasoline & Diesel Fuel	AP110520	126.28	201085944		00106189	11/06/2020
Check Total:					126.28				
MW OH	TYLER LIGHTING SERVICES V008707	FLOURESCENT LAMPS	103655-6301 Special Department Supplies	AP110520	125.06	10260		00106190	11/06/2020

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	TYLER LIGHTING SERVICES V008707	FLOURESCENT LAMPS	103655-6301 Special Department Supplies	AP110520	58.73	10262		00106190	11/06/2020
Check Total:					183.79				
MW OH	ULINE V006583	MEASURING WHEEL	103652-6301 Special Department Supplies	AP110520	64.40	125513342		00106191	11/06/2020
Check Total:					64.40				
MW OH	UNITED RENTALS NORTH V001082	COMPRESSOR RENTAL	103652-6170 Equipment & Tool Rental	AP110520	235.49	187224317-001		00106192	11/06/2020
MW OH	UNITED RENTALS NORTH V001082	CONCRETE MIXER RENTAL	103652-6170 Equipment & Tool Rental	AP110520	331.26	187272061-002		00106192	11/06/2020
Check Total:					566.75				
MW OH	VALVERDE CONSTRUCTION V007502	RETENTION PAYMENT	484356-6120 R & M/Sewer & Storm Drain	AP110520	2,372.05	1176-03R	P11768	00106193	11/06/2020
Check Total:					2,372.05				
MW OH	VMI INC. V006672	CHAMBER VIDEO UPGRADES	109595-6999 / 50500-6999 Other Expenditure	AP110520	24,362.62	302544	P11782	00106194	11/06/2020
MW OH	VMI INC. V006672	CHAMBER VIDEO UPGRADES	109595-6999 / 50500-6999 Other Expenditure	AP110520	201.19	302545	P11782	00106194	11/06/2020
MW OH	VMI INC. V006672	CHAMBER VIDEO UPGRADES	109595-6999 / 50500-6999 Other Expenditure	AP110520	2,789.33	302562	P11782	00106194	11/06/2020
Check Total:					27,353.14				
MW OH	WELLS FARGO BANK NA V010035	GAS TAX BOND PAYMENT	0052-1150 Cash w/Fiscal Agent	AP110520	100,507.45	110520		00106195	11/06/2020
Check Total:					100,507.45				
MW OH	WEST COAST LIGHTS & SIRENS V006106	STRIP UNIT 77	103040-6301 Special Department Supplies	AP110520	320.00	20548	P11895	00106196	11/06/2020
MW OH	WEST COAST LIGHTS & SIRENS V006106	INSTALL EQUIPMENT IN UNIT 67	103041-6301 Special Department Supplies	AP110520	2,301.11	20549	P11895	00106196	11/06/2020
MW OH	WEST COAST LIGHTS & SIRENS V006106	INSTALL EQUIPMENT IN UNIT 77	798106-6165	AP110520	2,836.24	20557	P11895	00106196	11/06/2020

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V006106		Vehicle Rental						
				Check Total:	5,457.35				
MW OH	YORBA LINDA WATER V001148	SEPT-OCT WATER CHARGES	109595-6335 Water	AP110520	1,227.44	110520		00106197	11/06/2020
				Check Total:	1,227.44				
MW OH	YORBA LINDA WATER V006633	OCT SEWER CHARGES	484356-6297 Billing Services	AP110520	1,009.89	233899		00106198	11/06/2020
				Check Total:	1,009.89				
MW OH	CALIFORNIA STATE V004813	PE 10/31/20 PD 11/06/20	0029-2196 Garnishments W/H	PY20023	9.23	2700/2001023		00106199	11/06/2020
MW OH	CALIFORNIA STATE V004813	PE 10/31/20 PD 11/06/20	0048-2196 Garnishments W/H	PY20023	46.15	2700/2001023		00106199	11/06/2020
MW OH	CALIFORNIA STATE V004813	PE 10/31/20 PD 11/06/20	0010-2196 Garnishments W/H	PY20023	1,925.51	2700/2001023		00106199	11/06/2020
MW OH	CALIFORNIA STATE V004813	PE 10/31/20 PD 11/06/20	0037-2196 Garnishments W/H	PY20023	69.23	2700/2001023		00106199	11/06/2020
				Check Total:	2,050.12				
MW OH	FRANCHISE TAX BOARD V000404	PE 10/31/20 PD 11/06/20	0010-2196 Garnishments W/H	PY20023	393.26	2710/2001023		00106200	11/06/2020
				Check Total:	393.26				
MW OH	ORANGE COUNTY V000699	PE 10/31/20 PD 11/06/20	0048-2176 PCEA/OCEA Assoc Dues	PY20023	13.84	2610/2001023		00106201	11/06/2020
MW OH	ORANGE COUNTY V000699	PE 10/31/20 PD 11/06/20	0029-2176 PCEA/OCEA Assoc Dues	PY20023	6.01	2610/2001023		00106201	11/06/2020
MW OH	ORANGE COUNTY V000699	PE 10/31/20 PD 11/06/20	0010-2176 PCEA/OCEA Assoc Dues	PY20023	380.42	2610/2001023		00106201	11/06/2020
MW OH	ORANGE COUNTY V000699	PE 10/31/20 PD 11/06/20	0037-2176 PCEA/OCEA Assoc Dues	PY20023	1.63	2610/2001023		00106201	11/06/2020
MW OH	ORANGE COUNTY	PE 10/31/20 PD 11/06/20	0054-2176	PY20023	2.14	2610/2001023		00106201	11/06/2020

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000699		PCEA/OCEA Assoc Dues						
				Check Total:	404.04				
MW OH	ORANGE COUNTY SHERIFFSPE V005007	10/31/20 PD 11/06/20	0010-2196 Garnishments W/H	PY20023	429.77	2714/2001023		00106202	11/06/2020
				Check Total:	429.77				
MW OH	PCEA C/O NORTH ORANGE V000679	10/31/20 PD 11/06/20	0010-2176 PCEA/OCEA Assoc Dues	PY20023	39.55	2615/2001023		00106203	11/06/2020
MW OH	PCEA C/O NORTH ORANGE V000679	10/31/20 PD 11/06/20	0037-2176 PCEA/OCEA Assoc Dues	PY20023	0.17	2615/2001023		00106203	11/06/2020
MW OH	PCEA C/O NORTH ORANGE V000679	10/31/20 PD 11/06/20	0048-2176 PCEA/OCEA Assoc Dues	PY20023	1.44	2615/2001023		00106203	11/06/2020
MW OH	PCEA C/O NORTH ORANGE V000679	10/31/20 PD 11/06/20	0029-2176 PCEA/OCEA Assoc Dues	PY20023	0.62	2615/2001023		00106203	11/06/2020
MW OH	PCEA C/O NORTH ORANGE V000679	10/31/20 PD 11/06/20	0054-2176 PCEA/OCEA Assoc Dues	PY20023	0.22	2615/2001023		00106203	11/06/2020
				Check Total:	42.00				
MW OH	VANTAGEPOINT TRANSFER V007191	10/31/20 PD 11/06/20	0048-2170 Deferred Comp Payable - ICMA	PY20023	106.86	2606/2001023		00106204	11/06/2020
MW OH	VANTAGEPOINT TRANSFER V007191	10/31/20 PD 11/06/20	0037-2170 Deferred Comp Payable - ICMA	PY20023	29.96	2606/2001023		00106204	11/06/2020
MW OH	VANTAGEPOINT TRANSFER V007191	10/31/20 PD 11/06/20	0029-2170 Deferred Comp Payable - ICMA	PY20023	177.35	2606/2001023		00106204	11/06/2020
MW OH	VANTAGEPOINT TRANSFER V007191	10/31/20 PD 11/06/20	0010-2170 Deferred Comp Payable - ICMA	PY20023	2,284.81	2606/2001023		00106204	11/06/2020
MW OH	VANTAGEPOINT TRANSFER V007191	10/31/20 PD 11/06/20	0054-2170 Deferred Comp Payable - ICMA	PY20023	8.25	2606/2001023		00106204	11/06/2020
MW OH	VANTAGEPOINT TRANSFER V007191	10/31/20 PD 11/06/20	0010-2170 Deferred Comp Payable - ICMA	PY20023	1,054.54	2608/2001023		00106204	11/06/2020
MW OH	VANTAGEPOINT TRANSFER	10/31/20 PD 11/06/20	0054-2170	PY20023	9.17	2608/2001023		00106204	11/06/2020

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V007191		Deferred Comp Payable - ICMA						
MW OH	VANTAGEPOINT TRANSFER PE 10/31/20 PD 11/06/20 V007191		0048-2170 Deferred Comp Payable - ICMA	PY20023	9.17	2608/2001023		00106204	11/06/2020
MW OH	VANTAGEPOINT TRANSFER PE 10/31/20 PD 11/06/20 V007191		0037-2170 Deferred Comp Payable - ICMA	PY20023	12.84	2608/2001023		00106204	11/06/2020
MW OH	VANTAGEPOINT TRANSFER PE 10/31/20 PD 11/06/20 V007191		0048-2170 Deferred Comp Payable - ICMA	PY20023	6.45	2609/2001023		00106204	11/06/2020
MW OH	VANTAGEPOINT TRANSFER PE 10/31/20 PD 11/06/20 V007191		0010-2170 Deferred Comp Payable - ICMA	PY20023	120.56	2609/2001023		00106204	11/06/2020
MW OH	VANTAGEPOINT TRANSFER PE 10/31/20 PD 11/06/20 V007191		0037-2170 Deferred Comp Payable - ICMA	PY20023	9.03	2609/2001023		00106204	11/06/2020
MW OH	VANTAGEPOINT TRANSFER PE 10/31/20 PD 11/06/20 V007191		0054-2170 Deferred Comp Payable - ICMA	PY20023	6.45	2609/2001023		00106204	11/06/2020
Check Total:					3,835.44				
MW OH	ICMA RETIREMENT TRUST V010029	ICMA P/E 10/31 PD 11/6	0010-2170 Deferred Comp Payable - ICMA	AP110620	2,323.83	PR2001023		00106205	11/06/2020
MW OH	ICMA RETIREMENT TRUST V010029	ICMA P/E 10/31 PD 11/6	0054-2170 Deferred Comp Payable - ICMA	AP110620	44.75	PR2001023		00106205	11/06/2020
MW OH	ICMA RETIREMENT TRUST V010029	ICMA 401 P/E 10/31 PD 11/6	0010-2170 Deferred Comp Payable - ICMA	AP110620	7,129.28	PR2001023A		00106205	11/06/2020
Check Total:					9,497.86				
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 10/31 PD 11/6	0054-2131 Employer PARS/ARS Payable	AP110620	22.72	PR2001023		00106206	11/06/2020
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 10/31 PD 11/6	0037-2131 Employer PARS/ARS Payable	AP110620	59.79	PR2001023		00106206	11/06/2020
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 10/31 PD 11/6	0054-2131 Employer PARS/ARS Payable	AP110620	42.71	PR2001023		00106206	11/06/2020
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 10/31 PD 11/6	0037-2131 Employer PARS/ARS Payable	AP110620	217.43	PR2001023		00106206	11/06/2020
MW OH	JOHN HANCOCK USA-PARS	PARS P/E 10/31 PD 11/6	0054-2131	AP110620	23.94	PR2001023		00106206	11/06/2020

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For 11/09/2020

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010625		Employer PARS/ARS Payable						
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 10/31 PD 11/6	0010-2131 Employer PARS/ARS Payable	AP110620	797.94	PR2001023		00106206	11/06/2020
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 10/31 PD 11/6	0048-2131 Employer PARS/ARS Payable	AP110620	111.49	PR2001023		00106206	11/06/2020
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 10/31 PD 11/6	0048-2131 Employer PARS/ARS Payable	AP110620	42.71	PR2001023		00106206	11/06/2020
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 10/31 PD 11/6	0010-2131 Employer PARS/ARS Payable	AP110620	368.71	PR2001023		00106206	11/06/2020
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 10/31 PD 11/6	0029-2131 Employer PARS/ARS Payable	AP110620	19.95	PR2001023		00106206	11/06/2020
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 10/31 PD 11/6	0010-2131 Employer PARS/ARS Payable	AP110620	1,042.74	PR2001023		00106206	11/06/2020
Check Total:					2,750.13				
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 10/31 PD 11/6	0010-2126 Employee PARS/ARS W/H	AP110620	1,327.60	PR2001023		00106207	11/06/2020
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 10/31 PD 11/6	0062-2131 Employer PARS/ARS Payable	AP110620	22.72	PR2001023		00106207	11/06/2020
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 10/31 PD 11/6	0010-2131 Employer PARS/ARS Payable	AP110620	1,327.60	PR2001023		00106207	11/06/2020
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 10/31 PD 11/6	0062-2126 Employee PARS/ARS W/H	AP110620	22.72	PR2001023		00106207	11/06/2020
Check Total:					2,700.64				
Type Total:					1,762,027.27				
Check Total:					1,762,027.27				

City of Placentia
Electronic Disbursement Register

For 11/17/2020

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Ref #	Ref Date
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Grand Total: 910,695.83

EDR Totals by ID

AP	0.00
EP	910,695.83
IP	0.00
OP	0.00

Fund Name

EDR Totals by Fund

101-General Fund (0010)	634,216.94
117-Measure U Fund (0079)	590.02
208-Sccssr Agncy Ret Oblg (0054)	3,911.84
225-Asset Seizure (0021)	1,449.23
227-Explorer Grant NOC (0076)	294.05
228-NOC-Public Safety Grant(0061)	8,519.02
229-Comm Trans Hous Grant (0062)	334.10
231-Placentia Reg Nav Cent(0078)	1,432.59
265-Landscape Maintenance (0029)	4,941.92
275-Sewer Maintenance (0048)	13,983.96
280-Misc Grants Fund (0050)	1.43
281-OCATT Fund (0077)	35.55
501-Refuse Administration (0037)	4,765.88
601-Employee Health & Wlfre (0039)	207,757.30
605-Risk Management (0040)	28,462.00

Void Total:

0.00

EDR Total:

910,695.83

Electronic Disbursement Sub Totals: 910,695.83

ACH Payroll Direct Deposit for 11/6/2020: 454,421.15

Electronic Disbursement Total: 1,365,116.98

Funds will be transferred from the Cash Basis Fund as needed to fund the warrants included on this warrant register

User: Teri Knutson

Report: AP1400E <3.01>: AP: Warrant List - Electronic

11/09/2020 :Date

15:57:22 :Time

City of Placentia
Electronic Disbursement Register
For 11/09/2020

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	ICMA RETIREMENT TRUST V000496	PE 10/17/20 PD 10/23/20	0029-2170 Deferred Comp Payable - ICMA	PY20022	36.23	2995/2001022		00013835	10/29/2020
EP	ICMA RETIREMENT TRUST V000496	PE 10/17/20 PD 10/23/20	0037-2170 Deferred Comp Payable - ICMA	PY20022	90.11	2995/2001022		00013835	10/29/2020
EP	ICMA RETIREMENT TRUST V000496	PE 10/17/20 PD 10/23/20	0010-2170 Deferred Comp Payable - ICMA	PY20022	19,620.80	2995/2001022		00013835	10/29/2020
EP	ICMA RETIREMENT TRUST V000496	PE 10/17/20 PD 10/23/20	0048-2170 Deferred Comp Payable - ICMA	PY20022	295.85	2995/2001022		00013835	10/29/2020
EP	ICMA RETIREMENT TRUST V000496	PE 10/17/20 PD 10/23/20	0076-2170 Deferred Comp Payable - ICMA	PY20022	1.28	2995/2001022		00013835	10/29/2020
EP	ICMA RETIREMENT TRUST V000496	PE 10/17/20 PD 10/23/20	0054-2170 Deferred Comp Payable - ICMA	PY20022	136.94	2995/2001022		00013835	10/29/2020
EP	ICMA RETIREMENT TRUST V000496	PE 10/17/20 PD 10/23/20	0061-2170 Deferred Comp Payable - ICMA	PY20022	535.37	2995/2001022		00013835	10/29/2020
Check Total:					20,716.58				
EP	PLACENTIA POLICE V000839	PE 10/17/20 PD 10/23/20	0010-2180 Police Mgmt Assn Dues	PY20022	804.14	2625/2001022		00013836	10/29/2020
Check Total:					804.14				
EP	PLACENTIA POLICE V003519	PE 10/17/20 PD 10/23/20	0010-2178 Placentia Police Assoc Dues	PY20022	2,641.23	2620/2001022		00013837	10/29/2020
EP	PLACENTIA POLICE V003519	PE 10/17/20 PD 10/23/20	0061-2178 Placentia Police Assoc Dues	PY20022	85.73	2620/2001022		00013837	10/29/2020
EP	PLACENTIA POLICE V003519	PE 10/17/20 PD 10/23/20	0076-2178 Placentia Police Assoc Dues	PY20022	6.27	2620/2001022		00013837	10/29/2020
Check Total:					2,733.23				
EP	AMERICAN FIDELITY V010011	FSA P/E 10/17 PD 10/23	0010-2190 Dependent Care SSA	ACH102820	208.33	2083481		00013838	10/28/2020
EP	AMERICAN FIDELITY V010011	FSA P/E 10/17 PD 10/23	0054-2188 Health Care SSA	ACH102820	3.13	2083481		00013838	10/28/2020
EP	AMERICAN FIDELITY	FSA P/E 10/17 PD 10/23	0010-2188	ACH102820	520.53	2083481		00013838	10/28/2020

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	V010011		Health Care SSA						
EP	AMERICAN FIDELITY V010011	FSA P/E 10/17 PD 10/23	0037-2188 Health Care SSA	ACH102820	3.89	2083481		00013838	10/28/2020
EP	AMERICAN FIDELITY V010011	FSA P/E 10/17 PD 10/23	0048-2188 Health Care SSA	ACH102820	1.59	2083481		00013838	10/28/2020
EP	AMERICAN FIDELITY V010011	P/E 10/3 PD 10/9	0029-2155 Per Sec Plan - Opt. Life	ACH102820	7.86	D219987		00013838	10/28/2020
EP	AMERICAN FIDELITY V010011	P/E 10/3 PD 10/9	395000-2187 Voluntary Plan Life	ACH102820	962.57	D219987		00013838	10/28/2020
EP	AMERICAN FIDELITY V010011	P/E 10/3 PD 10/9	0029-2155 Per Sec Plan - Opt. Life	ACH102820	7.87	D219987		00013838	10/28/2020
EP	AMERICAN FIDELITY V010011	P/E 10/3 PD 10/9	0037-2155 Per Sec Plan - Opt. Life	ACH102820	18.28	D219987		00013838	10/28/2020
EP	AMERICAN FIDELITY V010011	P/E 10/3 PD 10/9	0037-2155 Per Sec Plan - Opt. Life	ACH102820	18.28	D219987		00013838	10/28/2020
EP	AMERICAN FIDELITY V010011	P/E 10/17 PD 10/23	0010-2155 Per Sec Plan - Opt. Life	ACH102820	1,085.87	D219987		00013838	10/28/2020
EP	AMERICAN FIDELITY V010011	P/E 10/3 PD 10/9	0048-2155 Per Sec Plan - Opt. Life	ACH102820	74.56	D219987		00013838	10/28/2020
EP	AMERICAN FIDELITY V010011	P/E 10/3 PD 10/9	0048-2155 Per Sec Plan - Opt. Life	ACH102820	73.79	D219987		00013838	10/28/2020
EP	AMERICAN FIDELITY V010011	P/E 10/3 PD 10/9	0021-2155 Per Sec Plan - Opt. Life	ACH102820	3.33	D219987		00013838	10/28/2020
EP	AMERICAN FIDELITY V010011	P/E 10/3 PD 10/9	0050-2155 Per Sec Plan - Opt. Life	ACH102820	0.97	D219987		00013838	10/28/2020
EP	AMERICAN FIDELITY V010011	P/E 10/3 PD 10/9	0054-2155 Per Sec Plan - Opt. Life	ACH102820	8.01	D219987		00013838	10/28/2020
EP	AMERICAN FIDELITY V010011	P/E 10/3 PD 10/9	0054-2155 Per Sec Plan - Opt. Life	ACH102820	8.20	D219987		00013838	10/28/2020
EP	AMERICAN FIDELITY	P/E 10/3 PD 10/9	0010-2155	ACH102820	1,084.65	D219987		00013838	10/28/2020

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	V010011		Per Sec Plan - Opt. Life						
EP	AMERICAN FIDELITY V010011	P/E 10/3 PD 10/9	0061-2155 Per Sec Plan - Opt. Life	ACH102820	3.45	D219987		00013838	10/28/2020
EP	AMERICAN FIDELITY V010011	P/E 10/3 PD 10/9	0062-2155 Per Sec Plan - Opt. Life	ACH102820	1.09	D219987		00013838	10/28/2020
EP	AMERICAN FIDELITY V010011	P/E 10/3 PD 10/9	0076-2155 Per Sec Plan - Opt. Life	ACH102820	1.29	D219987		00013838	10/28/2020
EP	AMERICAN FIDELITY V010011	P/E 10/3 PD 10/9	395000-2187 Voluntary Plan Life	ACH102820	962.57	D219987		00013838	10/28/2020
Check Total:					5,060.11				
EP	CALIFORNIA PUBLIC V010053	OCT UAL PAYMENT	101523-5144 Employer CalPERS UAL	ACH102820	14.34	OCTOBER 20		00013839	10/28/2020
EP	CALIFORNIA PUBLIC V010053	OCT UAL PAYMENT	102020-5144 Employer CalPERS UAL	ACH102820	3,456.28	OCTOBER 20		00013839	10/28/2020
EP	CALIFORNIA PUBLIC V010053	OCT UAL PAYMENT	102531-5144 Employer CalPERS UAL	ACH102820	55.93	OCTOBER 20		00013839	10/28/2020
EP	CALIFORNIA PUBLIC V010053	OCT UAL PAYMENT	102532-5144 Employer CalPERS UAL	ACH102820	28.68	OCTOBER 20		00013839	10/28/2020
EP	CALIFORNIA PUBLIC V010053	OCT UAL PAYMENT	102533-5144 Employer CalPERS UAL	ACH102820	14.34	OCTOBER 20		00013839	10/28/2020
EP	CALIFORNIA PUBLIC V010053	OCT UAL PAYMENT	102534-5144 Employer CalPERS UAL	ACH102820	1,461.51	OCTOBER 20		00013839	10/28/2020
EP	CALIFORNIA PUBLIC V010053	OCT UAL PAYMENT	103040-5144 Employer CalPERS UAL	ACH102820	18,535.37	OCTOBER 20		00013839	10/28/2020
EP	CALIFORNIA PUBLIC V010053	OCT UAL PAYMENT	103041-5144 Employer CalPERS UAL	ACH102820	102,462.40	OCTOBER 20		00013839	10/28/2020
EP	CALIFORNIA PUBLIC V010053	OCT UAL PAYMENT	103042-5144 Employer CalPERS UAL	ACH102820	18,635.13	OCTOBER 20		00013839	10/28/2020
EP	CALIFORNIA PUBLIC V010053	OCT UAL PAYMENT	103043-5144 Employer CalPERS UAL	ACH102820	57.36	OCTOBER 20		00013839	10/28/2020

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EP	CALIFORNIA PUBLIC V010053	OCT UAL PAYMENT	103047-5144 Employer CalPERS UAL	ACH102820	13,434.57	OCTOBER 20		00013839	10/28/2020
EP	CALIFORNIA PUBLIC V010053	OCT UAL PAYMENT	103065-5144 Employer CalPERS UAL	ACH102820	81.69	OCTOBER 20		00013839	10/28/2020
EP	CALIFORNIA PUBLIC V010053	OCT UAL PAYMENT	103550-5144 Employer CalPERS UAL	ACH102820	85.95	OCTOBER 20		00013839	10/28/2020
EP	CALIFORNIA PUBLIC V010053	OCT UAL PAYMENT	103551-5144 Employer CalPERS UAL	ACH102820	27.25	OCTOBER 20		00013839	10/28/2020
EP	CALIFORNIA PUBLIC V010053	OCT UAL PAYMENT	103590-5144 Employer CalPERS UAL	ACH102820	14.34	OCTOBER 20		00013839	10/28/2020
EP	CALIFORNIA PUBLIC V010053	OCT UAL PAYMENT	103650-5144 Employer CalPERS UAL	ACH102820	9,947.11	OCTOBER 20		00013839	10/28/2020
EP	CALIFORNIA PUBLIC V010053	OCT UAL PAYMENT	103652-5144 Employer CalPERS UAL	ACH102820	14,885.18	OCTOBER 20		00013839	10/28/2020
EP	CALIFORNIA PUBLIC V010053	OCT UAL PAYMENT	103654-5144 Employer CalPERS UAL	ACH102820	12,418.65	OCTOBER 20		00013839	10/28/2020
EP	CALIFORNIA PUBLIC V010053	OCT UAL PAYMENT	103658-5144 Employer CalPERS UAL	ACH102820	4,134.77	OCTOBER 20		00013839	10/28/2020
EP	CALIFORNIA PUBLIC V010053	OCT UAL PAYMENT	104070-5144 Employer CalPERS UAL	ACH102820	67.35	OCTOBER 20		00013839	10/28/2020
EP	CALIFORNIA PUBLIC V010053	OCT UAL PAYMENT	104071-5144 Employer CalPERS UAL	ACH102820	8,312.56	OCTOBER 20		00013839	10/28/2020
EP	CALIFORNIA PUBLIC V010053	OCT UAL PAYMENT	104072-5144 Employer CalPERS UAL	ACH102820	14.34	OCTOBER 20		00013839	10/28/2020
EP	CALIFORNIA PUBLIC V010053	OCT UAL PAYMENT	296561-5144 Employer CalPERS UAL	ACH102820	3,806.82	OCTOBER 20		00013839	10/28/2020
EP	CALIFORNIA PUBLIC V010053	OCT UAL PAYMENT	374386-5144 Employer CalPERS UAL	ACH102820	1,371.70	OCTOBER 20		00013839	10/28/2020
EP	CALIFORNIA PUBLIC V010053	OCT UAL PAYMENT	484356-5144 Employer CalPERS UAL	ACH102820	235.56	OCTOBER 20		00013839	10/28/2020

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EP	CALIFORNIA PUBLIC V010053	OCT UAL PAYMENT	484376-5144 Employer CalPERS UAL	ACH102820	8,062.80	OCTOBER 20		00013839	10/28/2020
EP	CALIFORNIA PUBLIC V010053	OCT UAL PAYMENT	547525-5144 Employer CalPERS UAL	ACH102820	1,168.73	OCTOBER 20		00013839	10/28/2020
EP	CALIFORNIA PUBLIC V010053	OCT UAL PAYMENT	101001-5144 Employer CalPERS UAL	ACH102820	43.02	OCTOBER 20		00013839	10/28/2020
EP	CALIFORNIA PUBLIC V010053	OCT UAL PAYMENT	101002-5144 Employer CalPERS UAL	ACH102820	14.34	OCTOBER 20		00013839	10/28/2020
EP	CALIFORNIA PUBLIC V010053	OCT UAL PAYMENT	101003-5144 Employer CalPERS UAL	ACH102820	14.34	OCTOBER 20		00013839	10/28/2020
EP	CALIFORNIA PUBLIC V010053	OCT UAL PAYMENT	101511-5144 Employer CalPERS UAL	ACH102820	5,528.14	OCTOBER 20		00013839	10/28/2020
EP	CALIFORNIA PUBLIC V010053	OCT UAL PAYMENT	101512-5144 Employer CalPERS UAL	ACH102820	56.64	OCTOBER 20		00013839	10/28/2020
EP	CALIFORNIA PUBLIC V010053	OCT UAL PAYMENT	101513-5144 Employer CalPERS UAL	ACH102820	28.25	OCTOBER 20		00013839	10/28/2020
EP	CALIFORNIA PUBLIC V010053	OCT UAL PAYMENT	101514-5144 Employer CalPERS UAL	ACH102820	14.34	OCTOBER 20		00013839	10/28/2020
EP	CALIFORNIA PUBLIC V010053	OCT UAL PAYMENT	613041-5144 Employer CalPERS UAL	ACH102820	4,617.79	OCTOBER 20		00013839	10/28/2020
EP	CALIFORNIA PUBLIC V010053	OCT UAL PAYMENT	101515-5144 Employer CalPERS UAL	ACH102820	8,427.28	OCTOBER 20		00013839	10/28/2020
EP	CALIFORNIA PUBLIC V010053	OCT UAL PAYMENT	773041-5144 Employer CalPERS UAL	ACH102820	35.55	OCTOBER 20		00013839	10/28/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/17 PD 10/23	0010-2140 Employee PERS W/H	ACH102820	37,118.28	PR2001022		00013839	10/28/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/17 PD 10/23	0010-2150 Survivor Benefit Package	ACH102820	123.58	PR2001022		00013839	10/28/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/17 PD 10/23	0010-2195 PERS Uniform	ACH102820	18.14	PR2001022		00013839	10/28/2020

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EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/17 PD 10/23	0029-2140 Employee PERS W/H	ACH102820	258.29	PR2001022		00013839	10/28/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/17 PD 10/23	0029-2140 Employee PERS W/H	ACH102820	0.65	PR2001022		00013839	10/28/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/17 PD 10/23	0029-2140 Employee PERS W/H	ACH102820	166.14	PR2001022		00013839	10/28/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/17 PD 10/23	0029-2150 Survivor Benefit Package	ACH102820	0.90	PR2001022		00013839	10/28/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/17 PD 10/23	0029-2195 PERS Uniform	ACH102820	0.39	PR2001022		00013839	10/28/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/17 PD 10/23	0037-2140 Employee PERS W/H	ACH102820	510.31	PR2001022		00013839	10/28/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/17 PD 10/23	0037-2140 Employee PERS W/H	ACH102820	14.68	PR2001022		00013839	10/28/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/17 PD 10/23	0037-2140 Employee PERS W/H	ACH102820	359.94	PR2001022		00013839	10/28/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/17 PD 10/23	0037-2150 Survivor Benefit Package	ACH102820	1.14	PR2001022		00013839	10/28/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/17 PD 10/23	0010-2140 Employee PERS W/H	ACH102820	41.34	PR2001022		00013839	10/28/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/17 PD 10/23	0048-2140 Employee PERS W/H	ACH102820	893.10	PR2001022		00013839	10/28/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/17 PD 10/23	0010-2140 Employee PERS W/H	ACH102820	58,159.47	PR2001022		00013839	10/28/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/17 PD 10/23	0048-2140 Employee PERS W/H	ACH102820	4.89	PR2001022		00013839	10/28/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/17 PD 10/23	0048-2140 Employee PERS W/H	ACH102820	605.70	PR2001022		00013839	10/28/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/17 PD 10/23	0048-2150 Survivor Benefit Package	ACH102820	2.59	PR2001022		00013839	10/28/2020

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EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/17 PD 10/23	0048-2195 PERS Uniform	ACH102820	0.50	PR2001022		00013839	10/28/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/17 PD 10/23	0054-2140 Employee PERS W/H	ACH102820	360.62	PR2001022		00013839	10/28/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/17 PD 10/23	0054-2140 Employee PERS W/H	ACH102820	275.88	PR2001022		00013839	10/28/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/17 PD 10/23	0054-2150 Survivor Benefit Package	ACH102820	0.82	PR2001022		00013839	10/28/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/17 PD 10/23	0061-2140 Employee PERS W/H	ACH102820	977.02	PR2001022		00013839	10/28/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/17 PD 10/23	0061-2140 Employee PERS W/H	ACH102820	442.13	PR2001022		00013839	10/28/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/17 PD 10/23	0061-2150 Survivor Benefit Package	ACH102820	1.09	PR2001022		00013839	10/28/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/17 PD 10/23	0061-2195 PERS Uniform	ACH102820	0.62	PR2001022		00013839	10/28/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/17 PD 10/23	0076-2140 Employee PERS W/H	ACH102820	38.67	PR2001022		00013839	10/28/2020
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/17 PD 10/23	0076-2150 Survivor Benefit Package	ACH102820	0.08	PR2001022		00013839	10/28/2020
Check Total:					341,947.36				
EP	EMPLOYMENT V010052	STATE TAX P/E 10/17 PD 10/23	0029-2135 Calif Income Tax W/H	ACH102820	48.75	PR2001022		00013840	10/28/2020
EP	EMPLOYMENT V010052	STATE TAX P/E 10/17 PD 10/23	0037-2135 Calif Income Tax W/H	ACH102820	290.34	PR2001022		00013840	10/28/2020
EP	EMPLOYMENT V010052	STATE TAX P/E 10/17 PD 10/23	0048-2135 Calif Income Tax W/H	ACH102820	386.99	PR2001022		00013840	10/28/2020
EP	EMPLOYMENT V010052	STATE TAX P/E 10/17 PD 10/23	0054-2135 Calif Income Tax W/H	ACH102820	224.00	PR2001022		00013840	10/28/2020
EP	EMPLOYMENT	STATE TAX P/E 10/17 PD 10/23	0010-2135	ACH102820	28,091.62	PR2001022		00013840	10/28/2020

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	V010052		Calif Income Tax W/H						
EP	EMPLOYMENT V010052	STATE TAX P/E 10/17 PD 10/23	0061-2135 Calif Income Tax W/H	ACH102820	178.38	PR2001022		00013840	10/28/2020
EP	EMPLOYMENT V010052	STATE TAX P/E 10/17 PD 10/23	0076-2135 Calif Income Tax W/H	ACH102820	22.93	PR2001022		00013840	10/28/2020
EP	EMPLOYMENT V010052	STATE TAX P/E 10/17 PD 10/23	0062-2135 Calif Income Tax W/H	ACH102820	9.66	PR2001022		00013840	10/28/2020
Check Total:					29,252.67				
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 10/17 PD 10/23	0010-2115 Employee Medicare W/H	ACH102820	9,195.46	PR2001022		00013841	10/28/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 10/17 PD 10/23	0010-2120 Employer Medicare Payable	ACH102820	9,033.35	PR2001022		00013841	10/28/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 10/17 PD 10/23	0029-2110 Federal Income Tax W/H	ACH102820	188.62	PR2001022		00013841	10/28/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 10/17 PD 10/23	0029-2115 Employee Medicare W/H	ACH102820	34.94	PR2001022		00013841	10/28/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 10/17 PD 10/23	0029-2120 Employer Medicare Payable	ACH102820	34.94	PR2001022		00013841	10/28/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 10/17 PD 10/23	0037-2110 Federal Income Tax W/H	ACH102820	719.45	PR2001022		00013841	10/28/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 10/17 PD 10/23	0037-2115 Employee Medicare W/H	ACH102820	88.42	PR2001022		00013841	10/28/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 10/17 PD 10/23	0037-2120 Employer Medicare Payable	ACH102820	82.00	PR2001022		00013841	10/28/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 10/17 PD 10/23	0048-2110 Federal Income Tax W/H	ACH102820	1,051.95	PR2001022		00013841	10/28/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 10/17 PD 10/23	0048-2115 Employee Medicare W/H	ACH102820	139.58	PR2001022		00013841	10/28/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 10/17 PD 10/23	0048-2120 Employer Medicare Payable	ACH102820	135.00	PR2001022		00013841	10/28/2020

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EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 10/17 PD 10/23	0050-2110 Federal Income Tax W/H	ACH102820	0.12	PR2001022		00013841	10/28/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 10/17 PD 10/23	0050-2115 Employee Medicare W/H	ACH102820	0.17	PR2001022		00013841	10/28/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 10/17 PD 10/23	0050-2120 Employer Medicare Payable	ACH102820	0.17	PR2001022		00013841	10/28/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 10/17 PD 10/23	0010-2110 Federal Income Tax W/H	ACH102820	74,982.25	PR2001022		00013841	10/28/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 10/17 PD 10/23	0054-2110 Federal Income Tax W/H	ACH102820	557.26	PR2001022		00013841	10/28/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 10/17 PD 10/23	0076-2120 Employer Medicare Payable	ACH102820	5.46	PR2001022		00013841	10/28/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 10/17 PD 10/23	0054-2115 Employee Medicare W/H	ACH102820	65.07	PR2001022		00013841	10/28/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 10/17 PD 10/23	0054-2120 Employer Medicare Payable	ACH102820	60.49	PR2001022		00013841	10/28/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 10/17 PD 10/23	0061-2110 Federal Income Tax W/H	ACH102820	417.44	PR2001022		00013841	10/28/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 10/17 PD 10/23	0061-2115 Employee Medicare W/H	ACH102820	80.40	PR2001022		00013841	10/28/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 10/17 PD 10/23	0061-2120 Employer Medicare Payable	ACH102820	80.40	PR2001022		00013841	10/28/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 10/17 PD 10/23	0062-2110 Federal Income Tax W/H	ACH102820	68.22	PR2001022		00013841	10/28/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 10/17 PD 10/23	0062-2115 Employee Medicare W/H	ACH102820	11.60	PR2001022		00013841	10/28/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 10/17 PD 10/23	0062-2120 Employer Medicare Payable	ACH102820	11.60	PR2001022		00013841	10/28/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 10/17 PD 10/23	0076-2110 Federal Income Tax W/H	ACH102820	57.14	PR2001022		00013841	10/28/2020

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EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 10/17 PD 10/23	0076-2115 Employee Medicare W/H	ACH102820	5.46	PR2001022		00013841	10/28/2020
Check Total:					97,106.96				
EP	WASHINGTON STATE V011597	P/E 10/17 PD 10/23	0010-2196 Garnishments W/H	ACH102820	521.53	PR2001022		00013842	10/28/2020
Check Total:					521.53				
EP	CALIFORNIA PUBLIC V006234	NOV MEDICAL INSURANCE PMT	395000-4715 ISF Health Ins Reimbursement	ACH110320	159,421.30	10000001620256		00013843	11/03/2020
EP	CALIFORNIA PUBLIC V006234	NOV MEDICAL INSURANCE PMT	395083-5161 Health Insurance Premiums	ACH110320	16,105.64	10000001620256		00013843	11/03/2020
EP	CALIFORNIA PUBLIC V006234	NOV FIRE MEDICAL INSURANCE PMT	395000-4715 ISF Health Ins Reimbursement	ACH110320	30,305.22	10000016202568		00013843	11/03/2020
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EP	BANK OF AMERICA V008741	COUNCIL SUPPLIES	101001-6245 Meetings & Conferences	ACH102520	191.52	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	CREDIT - COUNCIL EVENT	101001-6245 Meetings & Conferences	ACH102520	-40.00	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	COUNCIL SUPPLIES	101001-6245 Meetings & Conferences	ACH102520	222.06	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	BEREAVEMENT FLOWERS	101001-6301 Special Department Supplies	ACH102520	76.19	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	FIRE ARTICLE PLAQUES	101001-6301 Special Department Supplies	ACH102520	358.00	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	FIRE ARTICLE PLAQUE	101001-6301 Special Department Supplies	ACH102520	245.81	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	OCT OC REGISTER SUBSCRIPTION	101001-6320 Books & Periodicals	ACH102520	14.95	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	BUSINESS MTG MEALS	101511-6245 Meetings & Conferences	ACH102520	94.45	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA	BUSINESS MTG MEALS	101511-6245	ACH102520	68.23	SEPTEMBER 20		00013844	10/25/2020

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	V008741		Meetings & Conferences						
EP	BANK OF AMERICA V008741	BUSINESS MTG MEALS	101511-6245 Meetings & Conferences	ACH102520	67.16	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	BUSINESS MTG MEALS	101511-6245 Meetings & Conferences	ACH102520	23.39	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	NAV CENTER AWARD REG	101511-6245 Meetings & Conferences	ACH102520	125.00	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	DINE OUT AWARD REG	101511-6245 Meetings & Conferences	ACH102520	125.00	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	BUSINESS MTG MEALS	101511-6245 Meetings & Conferences	ACH102520	49.05	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	BUSINESS MTG MEALS	101511-6245 Meetings & Conferences	ACH102520	54.50	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	BUSINESS MTG MEALS	101511-6245 Meetings & Conferences	ACH102520	155.65	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	BUSINESS MTG MEALS	101511-6245 Meetings & Conferences	ACH102520	63.91	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	101511-6315 Office Supplies	ACH102520	10.76	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	101511-6315 Office Supplies	ACH102520	2.52	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	101511-6315 Office Supplies	ACH102520	10.86	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	101511-6315 Office Supplies	ACH102520	19.37	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	NEPELRA WEBINAR CONF REG	101512-6245 Meetings & Conferences	ACH102520	249.00	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	NEPELRA MEMBERSHIP - MUNOZ	101512-6255 Dues & Memberships	ACH102520	195.00	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA	INTERVIEW BINDERS	101512-6301	ACH102520	31.73	SEPTEMBER 20		00013844	10/25/2020

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	V008741		Special Department Supplies						
EP	BANK OF AMERICA V008741	EMPLOYEE APP WEEK MEALS	101512-6301 Special Department Supplies	ACH102520	1,740.00	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	INTERVIEW PANEL MEALS	101512-6301 Special Department Supplies	ACH102520	66.93	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	MISC SUPPLIES	101512-6301 Special Department Supplies	ACH102520	15.21	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	INTERVIEW PANEL MEALS	101512-6301 Special Department Supplies	ACH102520	31.03	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	MISC SUPPLIES	101512-6301 Special Department Supplies	ACH102520	42.50	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	MISC SUPPLIES	101512-6301 Special Department Supplies	ACH102520	16.99	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	INTERVIEW PANEL MEALS	101512-6301 Special Department Supplies	ACH102520	33.26	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	101512-6315 Office Supplies	ACH102520	17.39	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	HEATERS	101512-6315 Office Supplies	ACH102520	77.20	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	MISC SUPPLIES	101512-6315 Office Supplies	ACH102520	1.09	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	CLOROX WIPES	101512-6315 / 50500-6315 Office Supplies	ACH102520	39.06	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	MEMORIAL BENCHES	100000-4347 / 60100-4347 Memorial Bench Program	ACH102520	508.93	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	101515-6301 Special Department Supplies	ACH102520	26.08	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	FIRE READING LIGHTS	795105-6185 Construction Services	ACH102520	391.41	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA	OFFICE SUPPLIES	101515-6301	ACH102520	9.78	SEPTEMBER 20		00013844	10/25/2020

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	V008741		Special Department Supplies						
EP	BANK OF AMERICA V008741	INTERVIEW ZOOM SVS	101523-6136 / 50500-6136 Software Maintenance	ACH102520	44.97	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	SEPT ZOOM SUBSCRIPTION	101523-6301 Special Department Supplies	ACH102520	14.99	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	IT SUPPLIES	101523-6301 Special Department Supplies	ACH102520	132.04	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	IT SUPPLIES	101523-6301 Special Department Supplies	ACH102520	33.70	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	SEPT CONF CALL SVS	101523-6999 / 50500-6999 Other Expenditure	ACH102520	239.92	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	SEPT FASTRAK SERVICES	102020-5199 Other Employee Benefits	ACH102520	225.00	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	PLANNING CONF REG - GONZALES	102531-6245 Meetings & Conferences	ACH102520	200.00	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	MEETING SUPPLIES	102531-6245 Meetings & Conferences	ACH102520	52.31	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	VET VILLAGE AWARD APPLICATION	102531-6245 Meetings & Conferences	ACH102520	125.00	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	ICSC MEMBERSHIP	102534-6255 Dues & Memberships	ACH102520	270.00	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	PD STAFF MTG MEALS	103040-6245 Meetings & Conferences	ACH102520	11.00	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	RECORDS MTG MEALS	103040-6245 Meetings & Conferences	ACH102520	33.29	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	PD SUPERVISOR MTG MEALS	103040-6245 Meetings & Conferences	ACH102520	87.06	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	COMMAND STAFF TRAINING MEALS	103040-6245 Meetings & Conferences	ACH102520	38.83	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA	COMMAND STAFF TRAINING MEALS	103040-6245	ACH102520	50.28	SEPTEMBER 20		00013844	10/25/2020

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	V008741		Meetings & Conferences						
EP	BANK OF AMERICA V008741	COMMAND STAFF TRAINING MEALS	103040-6245 Meetings & Conferences	ACH102520	61.84	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	PD STAFF MEALS	103040-6245 Meetings & Conferences	ACH102520	51.59	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	ZOOM SVS SEPT OCCPSA MTG	103040-6245 Meetings & Conferences	ACH102520	14.99	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	WINDOW TINTING	103040-6301 Special Department Supplies	ACH102520	265.50	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	FLASH DRIVES	103040-6315 Office Supplies	ACH102520	429.66	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	LABELS	103040-6315 Office Supplies	ACH102520	19.56	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	FLASH DRIVES	103040-6315 Office Supplies	ACH102520	224.50	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	MCV ANTENNA	103041-6137 Repair Maint/Equipment	ACH102520	2,235.00	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	MDCs FOR UNITS 12 & 35	103041-6301 Special Department Supplies	ACH102520	409.97	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	TOURNIQUETS	103041-6301 Special Department Supplies	ACH102520	831.98	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	BATHROOM MAT FOR PD	103041-6301 Special Department Supplies	ACH102520	53.33	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	CRIME SCENE STAFF MEALS	103041-6301 Special Department Supplies	ACH102520	160.00	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	CRIME SCENE SUPPLIES	103041-6301 Special Department Supplies	ACH102520	6.50	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	CRIME SCENE STAFF MEALS	103041-6301 Special Department Supplies	ACH102520	32.11	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA	FIRESTICK FOR PD	103041-6301	ACH102520	51.65	SEPTEMBER 20		00013844	10/25/2020

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	V008741		Special Department Supplies						
EP	BANK OF AMERICA V008741	9/27-10/26 MCV DIRECT TV	103041-6301 Special Department Supplies	ACH102520	83.99	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	FACEMASKS & WIPES	103041-6301 / 50500-6301 Special Department Supplies	ACH102520	504.70	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	FACEMASKS FOR PD ACADEMY	103041-6360 Uniforms	ACH102520	110.64	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	SEPT PD MAPPING SOFTWARE SVS	103042-6290 Dept. Contract Services	ACH102520	15.00	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	CELLEBRITE SYSTEM MONITOR	103042-6301 Special Department Supplies	ACH102520	65.12	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	BATTERIES	103043-6301 Special Department Supplies	ACH102520	171.99	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	VIDEO TO DVD TRANSFER SVS	103043-6301 Special Department Supplies	ACH102520	87.40	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	REPLENISH PD SUPPLIES	103043-6301 / 50500-6301 Special Department Supplies	ACH102520	983.09	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	FIRE CHIEF VEHICLE REPAIRS	103066-6137 Repair Maint/Equipment	ACH102520	130.38	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	FIRE STATION SUPPLIES	103066-6301 Special Department Supplies	ACH102520	493.84	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	FIRE STATION SUPPLIES	103066-6301 Special Department Supplies	ACH102520	367.58	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	FIRE STATION SUPPLIES	103066-6301 Special Department Supplies	ACH102520	102.43	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	FIRE STATION SUPPLIES	103066-6301 Special Department Supplies	ACH102520	47.10	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	FIRE STATION SUPPLIES	103066-6301 Special Department Supplies	ACH102520	12.99	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA	USB CABLE	103066-6301	ACH102520	26.71	SEPTEMBER 20		00013844	10/25/2020

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	V008741		Special Department Supplies						
EP	BANK OF AMERICA V008741	FIRE EQUIPMENT DECALS	103066-6301 Special Department Supplies	ACH102520	152.60	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	DUSTFEE ABSORBANT	103066-6301 Special Department Supplies	ACH102520	243.67	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	103066-6315 Office Supplies	ACH102520	181.62	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	STICKERS	103066-6401 Community Programs	ACH102520	89.20	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	FIRE PREV WEEK SUPPLIES	103066-6401 Community Programs	ACH102520	12.87	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	FIRE PREV WEEK SUPPLIES	103066-6401 Community Programs	ACH102520	33.60	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	BUSINESS MTG MEALS	103550-6245 Meetings & Conferences	ACH102520	117.27	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	RED TAPE AWARD APPLICATION	103550-6245 Meetings & Conferences	ACH102520	125.00	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	SHIPPING CHARGES	103550-6325 Postage	ACH102520	54.51	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	GRAFFITI REMOVAL SUPPLIES	103652-6301 Special Department Supplies	ACH102520	415.85	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	SPRAY CANS	103652-6301 Special Department Supplies	ACH102520	30.90	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	LEVELING LINE GENERATOR	103652-6301 Special Department Supplies	ACH102520	516.12	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	GRAFFITI REMOVAL SUPPLIES	103652-6301 Special Department Supplies	ACH102520	334.24	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	STREET SIGN CUTTER MACHINE	103652-6310 Street Signs	ACH102520	326.24	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA	JANITORIAL SUPPLIES	103654-6301	ACH102520	12.99	SEPTEMBER 20		00013844	10/25/2020

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	V008741		Special Department Supplies						
EP	BANK OF AMERICA V008741	SAMS CLUB MEMBERSHIP	103654-6301 Special Department Supplies	ACH102520	100.00	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	JANITORIAL SUPPLIES	103654-6301 Special Department Supplies	ACH102520	32.72	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	HEATERS	103654-6301 Special Department Supplies	ACH102520	58.70	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	JANITORIAL SUPPLIES	103654-6301 Special Department Supplies	ACH102520	8.03	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	JANITORIAL SUPPLIES	103654-6301 Special Department Supplies	ACH102520	15.12	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	JANITORIAL SUPPLIES	103654-6301 Special Department Supplies	ACH102520	9.78	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	JANITORIAL SUPPLIES	103654-6301 Special Department Supplies	ACH102520	26.88	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	LIGHT FIXTURES	103655-6130 Repair & Maint/Facilities	ACH102520	287.07	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	FLEET DEPT SUPPLIES	103658-6301 Special Department Supplies	ACH102520	34.98	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	GASOLINE - TITUS	103658-6345 Gasoline & Diesel Fuel	ACH102520	51.35	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	GASOLINE - TITUS	103658-6345 Gasoline & Diesel Fuel	ACH102520	40.29	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	GASOLINE - TITUS	103658-6345 Gasoline & Diesel Fuel	ACH102520	34.72	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	GASOLINE - TITUS	103658-6345 Gasoline & Diesel Fuel	ACH102520	36.70	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	GASOLINE - TITUS	103658-6345 Gasoline & Diesel Fuel	ACH102520	51.78	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA	GASOLINE - TITUS	103658-6345	ACH102520	40.79	SEPTEMBER 20		00013844	10/25/2020

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	V008741		Gasoline & Diesel Fuel						
EP	BANK OF AMERICA V008741	GASOLINE - TITUS	103658-6345 Gasoline & Diesel Fuel	ACH102520	60.35	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	GASOLINE - TITUS	103658-6345 Gasoline & Diesel Fuel	ACH102520	31.88	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	GASOLINE - TITUS	103658-6345 Gasoline & Diesel Fuel	ACH102520	42.96	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	WHEEL BALANCER SHAFT	103658-6350 Small Tools/Equipment	ACH102520	121.80	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	SEPT REC SCHEDULING SVS	104070-6099 Professional Services	ACH102520	120.00	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	104070-6315 Office Supplies	ACH102520	256.43	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	SEPT SPOTIFY MUSIC SVS	104071-6299 Other Purchased Services	ACH102520	14.99	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	SEPT HULU SERVICES	104071-6299 Other Purchased Services	ACH102520	54.99	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	RIDERSHIP SURVEY SUPPLIES	104071-6301 Special Department Supplies	ACH102520	34.46	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	HALLOWEEN HUNT SUPPLIES	104071-6301 Special Department Supplies	ACH102520	286.45	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	MISC SUPPLIES	104071-6301 Special Department Supplies	ACH102520	8.01	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	HALLOWEEN HUNT GIVEAWAYS	104071-6301 Special Department Supplies	ACH102520	1,453.53	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	HALLOWEEN HUNT SUPPLIES	104071-6301 Special Department Supplies	ACH102520	185.98	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	HALLOWEEN HUNT SUPPLIES	104071-6301 Special Department Supplies	ACH102520	134.40	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA	HALLOWEEN HUNT GIVEAWAYS	104071-6301	ACH102520	125.51	SEPTEMBER 20		00013844	10/25/2020

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V008741		Special Department Supplies						
EP	BANK OF AMERICA V008741	HALLOWEEN HUNT SUPPLIES	104071-6301 Special Department Supplies	ACH102520	104.53	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	HALLOWEEN HUNT SUPPLIES	104071-6301 Special Department Supplies	ACH102520	68.50	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	MOVE PLACENTIA SUPPLIES	104071-6301 / 50500-6301 Special Department Supplies	ACH102520	47.93	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	DRIVE IN MOVIES SUPPLIES	104071-6301 / 79397-6301 Special Department Supplies	ACH102520	44.62	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	SR CENTER CLEANING SUPPLIES	104079-6301 Special Department Supplies	ACH102520	115.63	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	SR CENTER CLEANING SUPPLIES	104079-6301 Special Department Supplies	ACH102520	12.91	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	SR CENTER CLEANING SUPPLIES	104079-6301 Special Department Supplies	ACH102520	22.80	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	SR CENTER SUPPLIES	104079-6301 Special Department Supplies	ACH102520	40.23	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	SR CENTER SUPPLIES	104079-6301 Special Department Supplies	ACH102520	33.17	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	SR CENTER SUPPLIES	104079-6301 Special Department Supplies	ACH102520	118.02	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	SR CENTER SUPPLIES	104079-6301 Special Department Supplies	ACH102520	98.50	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	SR CENTER SUPPLIES	104079-6301 Special Department Supplies	ACH102520	74.85	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	SR CENTER SUPPLIES	104079-6301 Special Department Supplies	ACH102520	16.30	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	SR CENTER SUPPLIES	104079-6301 Special Department Supplies	ACH102520	177.08	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA	SR CENTER SUPPLIES	104079-6301	ACH102520	11.51	SEPTEMBER 20		00013844	10/25/2020

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V008741		Special Department Supplies						
EP	BANK OF AMERICA V008741	SR CENTER SUPPLIES	104079-6301 Special Department Supplies	ACH102520	91.49	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	SR CENTER SUPPLIES	104079-6301 Special Department Supplies	ACH102520	124.70	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	SR CENTER GROCERY BAGS	104079-6301 Special Department Supplies	ACH102520	15.06	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	SR CENTER SUPPLIES	104079-6301 Special Department Supplies	ACH102520	9.77	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	DISPATCH SUPPLIES	109595-6301 Special Department Supplies	ACH102520	101.41	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	MEETING SUPPLIES	109595-6301 Special Department Supplies	ACH102520	11.25	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	STAFF WORKING LUNCH MEALS	109595-6301 Special Department Supplies	ACH102520	84.91	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	COUNCIL SUPPLIES	109595-6301 Special Department Supplies	ACH102520	143.20	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	STAFF WORKING LUNCH MEALS	109595-6301 Special Department Supplies	ACH102520	86.36	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	APA AWARDS MTG MEALS	109595-6301 Special Department Supplies	ACH102520	214.17	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	MEETING SUPPLIES	109595-6301 Special Department Supplies	ACH102520	17.60	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	DEPT HEAD MTG SUPPLIES	109595-6301 Special Department Supplies	ACH102520	40.95	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	DEPT HEAD MTG SUPPLIES	109595-6301 Special Department Supplies	ACH102520	7.20	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	STAFF WORKING LUNCH MEALS	109595-6301 Special Department Supplies	ACH102520	90.05	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA	STAFF WORKING LUNCH MEALS	109595-6301	ACH102520	22.67	SEPTEMBER 20		00013844	10/25/2020

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V008741		Special Department Supplies						
EP	BANK OF AMERICA V008741	MEETING SUPPLIES	109595-6301 Special Department Supplies	ACH102520	16.42	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	MEETING SUPPLIES	109595-6301 Special Department Supplies	ACH102520	14.80	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	MEETING SUPPLIES	109595-6301 Special Department Supplies	ACH102520	36.62	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	PFLS REPORT MTG MEALS	109595-6301 Special Department Supplies	ACH102520	39.63	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	FIRE ARTICLE PLAQUES	109595-6999 Other Expenditure	ACH102520	809.98	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	PD TRAINING REG	213041-6250 Staff Training	ACH102520	550.00	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	NOTARY RENEWAL - KENNICUTT	213041-6250 Staff Training	ACH102520	545.34	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	PD TRAINING HOTEL - GILLIS	213041-6250 Staff Training	ACH102520	175.28	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	PD TRAINING HOTEL - GILLIS	213041-6250 Staff Training	ACH102520	175.28	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	HOMELESS LIAISON IPADS	784070-6840 Machinery & Equipment	ACH102520	1,376.08	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	HOMELESS LIAISON SUPPLIES	784070-6840 Machinery & Equipment	ACH102520	56.51	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	PAINT SAMPLES	795105-6185 Construction Services	ACH102520	44.42	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	CREDIT - READING LIGHTS	795105-6185 Construction Services	ACH102520	-149.97	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA V008741	PAINT SAMPLES	795105-6185 Construction Services	ACH102520	43.22	SEPTEMBER 20		00013844	10/25/2020
EP	BANK OF AMERICA	FIRE READING LIGHTS	795105-6185	ACH102520	260.94	SEPTEMBER 20		00013844	10/25/2020

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V008741		Construction Services						
				Check Total:	27,489.75				
EP	ICMA RETIREMENT TRUST V000496	PE 10/31/20 PD 11/06/20	0029-2170 Deferred Comp Payable - ICMA	PY20023	35.62	2995/2001023		00013845	11/06/2020
EP	ICMA RETIREMENT TRUST V000496	PE 10/31/20 PD 11/06/20	0037-2170 Deferred Comp Payable - ICMA	PY20023	91.95	2995/2001023		00013845	11/06/2020
EP	ICMA RETIREMENT TRUST V000496	PE 10/31/20 PD 11/06/20	0010-2170 Deferred Comp Payable - ICMA	PY20023	19,190.26	2995/2001023		00013845	11/06/2020
EP	ICMA RETIREMENT TRUST V000496	PE 10/31/20 PD 11/06/20	0048-2170 Deferred Comp Payable - ICMA	PY20023	293.91	2995/2001023		00013845	11/06/2020
EP	ICMA RETIREMENT TRUST V000496	PE 10/31/20 PD 11/06/20	0076-2170 Deferred Comp Payable - ICMA	PY20023	16.91	2995/2001023		00013845	11/06/2020
EP	ICMA RETIREMENT TRUST V000496	PE 10/31/20 PD 11/06/20	0054-2170 Deferred Comp Payable - ICMA	PY20023	137.93	2995/2001023		00013845	11/06/2020
EP	ICMA RETIREMENT TRUST V000496	PE 10/31/20 PD 11/06/20	0061-2170 Deferred Comp Payable - ICMA	PY20023	500.00	2995/2001023		00013845	11/06/2020
				Check Total:	20,266.58				
EP	PLACENTIA POLICE V000839	PE 10/31/20 PD 11/06/20	0010-2180 Police Mgmt Assn Dues	PY20023	804.14	2625/2001023		00013846	11/06/2020
				Check Total:	804.14				
EP	PLACENTIA POLICE V003519	PE 10/31/20 PD 11/06/20	0010-2178 Placentia Police Assoc Dues	PY20023	2,591.29	2620/2001023		00013847	11/06/2020
EP	PLACENTIA POLICE V003519	PE 10/31/20 PD 11/06/20	0076-2178 Placentia Police Assoc Dues	PY20023	6.94	2620/2001023		00013847	11/06/2020
EP	PLACENTIA POLICE V003519	PE 10/31/20 PD 11/06/20	0061-2178 Placentia Police Assoc Dues	PY20023	71.50	2620/2001023		00013847	11/06/2020
EP	PLACENTIA POLICE V003519	PE 10/31/20 PD 11/06/20	0062-2178 Placentia Police Assoc Dues	PY20023	4.25	2620/2001023		00013847	11/06/2020
				Check Total:	2,673.98				

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	ADMINSURE V011303	OCT WORKERS COMP CLAIMD	404580-5165 Workers' Compensation Claims	ACH110520	28,462.00	OCTOBER 20		00013848	11/06/2020
Check Total:					28,462.00				
EP	AMERICAN FIDELITY V010011	FSA P/E 10/31 PD 11/6	0010-2188 Health Care SSA	ACH110520	520.80	2084353		00013849	11/06/2020
EP	AMERICAN FIDELITY V010011	FSA P/E 10/31 PD 11/6	0010-2190 Dependent Care SSA	ACH110520	208.33	2084353		00013849	11/06/2020
EP	AMERICAN FIDELITY V010011	FSA P/E 10/31 PD 11/6	0054-2188 Health Care SSA	ACH110520	3.05	2084353		00013849	11/06/2020
EP	AMERICAN FIDELITY V010011	FSA P/E 10/31 PD 11/6	0037-2188 Health Care SSA	ACH110520	3.78	2084353		00013849	11/06/2020
EP	AMERICAN FIDELITY V010011	FSA P/E 10/31 PD 11/6	0048-2188 Health Care SSA	ACH110520	1.51	2084353		00013849	11/06/2020
Check Total:					737.47				
EP	EMPLOYMENT V010052	STATE TAX P/E 10/31 PD 11/6	0010-2135 Calif Income Tax W/H	ACH110520	28,005.11	PR2001023		00013850	11/06/2020
EP	EMPLOYMENT V010052	STATE TAX P/E 10/31 PD 11/6	0076-2135 Calif Income Tax W/H	ACH110520	34.94	PR2001023		00013850	11/06/2020
EP	EMPLOYMENT V010052	STATE TAX P/E 10/31 PD 11/6	0029-2135 Calif Income Tax W/H	ACH110520	51.29	PR2001023		00013850	11/06/2020
EP	EMPLOYMENT V010052	STATE TAX P/E 10/31 PD 11/6	0037-2135 Calif Income Tax W/H	ACH110520	268.28	PR2001023		00013850	11/06/2020
EP	EMPLOYMENT V010052	STATE TAX P/E 10/31 PD 11/6	0048-2135 Calif Income Tax W/H	ACH110520	390.03	PR2001023		00013850	11/06/2020
EP	EMPLOYMENT V010052	STATE TAX P/E 10/31 PD 11/6	0054-2135 Calif Income Tax W/H	ACH110520	222.39	PR2001023		00013850	11/06/2020
EP	EMPLOYMENT V010052	STATE TAX P/E 10/31 PD 11/6	0061-2135 Calif Income Tax W/H	ACH110520	116.64	PR2001023		00013850	11/06/2020
EP	EMPLOYMENT V010052	STATE TAX P/E 10/31 PD 11/6	0062-2135 Calif Income Tax W/H	ACH110520	46.75	PR2001023		00013850	11/06/2020

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
				Check Total:	29,135.43				
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 10/31 PD 11/6	0010-2115 Employee Medicare W/H	ACH110520	9,226.38	PR2001023		00013851	11/06/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 10/31 PD 11/6	0010-2120 Employer Medicare Payable	ACH110520	9,063.51	PR2001023		00013851	11/06/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 10/31 PD 11/6	0010-2125 Employee Social Sec W/H	ACH110520	69.58	PR2001023		00013851	11/06/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 10/31 PD 11/6	0010-2130 Employer Soc Sec Payable	ACH110520	69.58	PR2001023		00013851	11/06/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 10/31 PD 11/6	0010-2110 Federal Income Tax W/H	ACH110520	74,403.17	PR2001023		00013851	11/06/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 10/31 PD 11/6	0029-2110 Federal Income Tax W/H	ACH110520	192.83	PR2001023		00013851	11/06/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 10/31 PD 11/6	0037-2120 Employer Medicare Payable	ACH110520	78.83	PR2001023		00013851	11/06/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 10/31 PD 11/6	0029-2115 Employee Medicare W/H	ACH110520	34.89	PR2001023		00013851	11/06/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 10/31 PD 11/6	0029-2120 Employer Medicare Payable	ACH110520	34.89	PR2001023		00013851	11/06/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 10/31 PD 11/6	0037-2110 Federal Income Tax W/H	ACH110520	669.57	PR2001023		00013851	11/06/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 10/31 PD 11/6	0037-2115 Employee Medicare W/H	ACH110520	84.93	PR2001023		00013851	11/06/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 10/31 PD 11/6	0048-2115 Employee Medicare W/H	ACH110520	139.68	PR2001023		00013851	11/06/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 10/31 PD 11/6	0048-2120 Employer Medicare Payable	ACH110520	135.32	PR2001023		00013851	11/06/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 10/31 PD 11/6	0054-2110 Federal Income Tax W/H	ACH110520	554.64	PR2001023		00013851	11/06/2020
EP	INTERNAL REVENUE	FED/MED/SS P/E 10/31 PD 11/6	0054-2115	ACH110520	64.52	PR2001023		00013851	11/06/2020

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V010054		Employee Medicare W/H						
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 10/31 PD 11/6	0054-2120 Employer Medicare Payable	ACH110520	60.16	PR2001023		00013851	11/06/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 10/31 PD 11/6	0061-2110 Federal Income Tax W/H	ACH110520	286.42	PR2001023		00013851	11/06/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 10/31 PD 11/6	0048-2110 Federal Income Tax W/H	ACH110520	1,059.06	PR2001023		00013851	11/06/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 10/31 PD 11/6	0061-2115 Employee Medicare W/H	ACH110520	62.32	PR2001023		00013851	11/06/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 10/31 PD 11/6	0076-2120 Employer Medicare Payable	ACH110520	8.12	PR2001023		00013851	11/06/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 10/31 PD 11/6	0061-2120 Employer Medicare Payable	ACH110520	62.32	PR2001023		00013851	11/06/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 10/31 PD 11/6	0062-2110 Federal Income Tax W/H	ACH110520	148.41	PR2001023		00013851	11/06/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 10/31 PD 11/6	0062-2115 Employee Medicare W/H	ACH110520	16.26	PR2001023		00013851	11/06/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 10/31 PD 11/6	0062-2120 Employer Medicare Payable	ACH110520	16.26	PR2001023		00013851	11/06/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 10/31 PD 11/6	0076-2110 Federal Income Tax W/H	ACH110520	80.44	PR2001023		00013851	11/06/2020
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 10/31 PD 11/6	0076-2115 Employee Medicare W/H	ACH110520	8.12	PR2001023		00013851	11/06/2020
Check Total:					96,630.21				
EP	WASHINGTON STATE V011597	P/E 10/31 PD 11/6	0010-2196 Garnishments W/H	ACH110520	521.53	PR2001023		00013852	11/06/2020
Check Total:					521.53				
Type Total:					910,695.83				
Check Total:					910,695.83				



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: ACTING DEPUTY CITY ADMINISTRATOR

DATE: NOVEMBER 17, 2020

SUBJECT: **RESOLUTION ESTABLISHING FEDERAL FUNDING DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION LEVEL GOALS FOR FISCAL YEAR 2020-21**

FISCAL

IMPACT: There is no fiscal impact associated with the recommended actions.

SUMMARY:

In order to maintain eligibility to receive Federal transportation funds, the City is required to establish an Annual Anticipated Disadvantaged Business Enterprise Participation Level (AADPL), and a corresponding Availability Advisory Percentage for Disadvantaged Business Enterprise (DBE) participation. The DBE program is based upon U.S. Department of Transportation (DOT), 49 CFR 26 requirements. This process requires that the City make a good faith effort to attract qualified minority or female-owned businesses to bid on City projects. This action adopts a resolution setting DBE participation level goals for Federal Fiscal Year 2020-21. The City has been awarded Federal transportation grant funding for the design and construction of the Golden Avenue Bridge Replacement Project and will also be using Federal funding for the citywide Traffic Safety Improvement Project for which the City recently received Federal funding.

RECOMMENDATION:

It is recommended that the City Council take the following actions:

1. Adopt Resolution R-2020-XX, a Resolution of the City Council of the City of Placentia approving and adopting the anticipated Disadvantaged Business Enterprise ("DBE") participation levels for Federal Fiscal Year ("FFY") 2020-21; and
2. Authorize the City Administrator to execute Exhibit 9A, 9B and 9C and all other DBE documents as required.

DISCUSSION:

The DBE program as required by 49 CFR Part 26 defines disadvantaged businesses and percentage goals for Federally funded or assisted public works contracts to be awarded each year. Caltrans is responsible for local agency oversight on DBE program implementation, and as such, has the responsibility of overseeing the City's DBE Program. The DBE Program is intended

1. d.

November 17, 2020

to ensure a level playing field among the construction contracting community and foster equal opportunity in Federal-aid contracts. The City of Placentia has implemented a wholly race-neutral DBE program in accordance with directives issued by Caltrans. Each year, the City is required to submit an approved resolution (Attachment 1) and the AADPL calculation and methodology used in establishing the City's anticipated DBE percentage goal specifically for each Federally-funded project in order to maintain eligibility for Federal funding. The methodology and calculation used to determine the AADPL is outlined in Local Agency DBE Annual Submittal Forms (Attachment 2). Also, there are new clauses and sections that will have to be incorporated into the contracts.

The "DBE Availability Advisory Percentages" represent the level of DBE participation that could reasonably be expected on individual Federal-aid contracts. The City currently has two (2) Federally funded transportation projects. The engineering design for the Highway Safety Improvement Project (HSIP) for which the City received grant funding is currently underway. A Construction Services Contract for the Golden Avenue Bridge Replacement Project is anticipated to be presented for Council consideration in the Spring of 2021. The DBE goal for the Golden Avenue Bridge project will be 20% and the DBE goal for the Highway Safety Improvement Program is 10%.

Prepared by:



Masoud Sepahi, P.E.
City Engineer

Reviewed and approved:



Luis Estevez
Acting Deputy City Administrator

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Resolution R-2020-XX – DBE Participation Levels for FFY 2020-21
2. Local Agency DBE Annual Submittal Exhibit 9A, 9B and 9C

RESOLUTION NO. R-2020-65

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PLACENTIA APPROVING AND ADOPTING THE
ANTICIPATED DISADVANTAGED BUSINESS
ENTERPRISE ("DBE") PARTICIPATION LEVELS FOR
FEDERAL FISCAL YEAR ("FFY") 2020-21**

A. Recitals.

(i) The City Council of the City of Placentia, California (the "City") hereby finds, determines, declares, and resolves as follows:

(ii) The City is required to develop and submit an Anticipated DBE Participation Level for each project that utilizes Federal Funding, including DBE Availability Advisory Percentages for DOT-assisted contracts, as a condition of federal financial assistance, pursuant to the State of California's Department of Transportation's ("Caltrans") Race-Conscious Program directives; and

(iii) In accordance with DBE regulations, the City of Placentia has developed a narrowly tailored Anticipated DBE Participation Level of 10% for the Highway Safety Improvement (HSIP) and 20% for the construction of the Golden Avenue Bridge Replacement Project for FFY 2020/21; and

(iv) City Council adoption is required to adopt this resolution to ensure compliance with Department of Transportation federal funding requirements, provisions, and financial responsibilities.

B. Resolution.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Placentia does hereby adopt the Anticipated DBE Participation Level goals of 10% for the Highway Safety Improvement ("HSIP") project and 20% for the construction of the Golden Avenue Bridge Replacement Project for FFY 2020/21; authorize the Mayor to execute this resolution and submit such along with any other relevant information to Caltrans on behalf of the City of Placentia; and authorize the Mayor or City Administrator to execute any implementing documents on behalf of the City.

PASSED and ADOPTED this 17th day of November 2020.

Ward Smith, Mayor

ATTEST:

Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert S. McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Placentia, held on the 17th day of November 2020 by the following vote:

AYES: Councilmembers:
NOES: Councilmembers:
ABSENT: Councilmembers:
ABSTAIN: Councilmembers:

Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

Exhibit 9-A: DBE Implementation Agreement for Local Agencies**CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS)
DISADVANTAGED BUSINESS ENTERPRISE (DBE) IMPLEMENTATION AGREEMENT**

For the City/County of Placentia, hereinafter referred to as "SUB-RECIPIENT."

I. Definition of Terms

The terms used in this agreement have the meanings defined in 49 CFR 26.5.

II. Objective/Policy Statement (49 CFR 26.1 and 26.23)

SUB-RECIPIENT intends to receive federal financial assistance from the U. S. Department of Transportation (DOT) through the California Department of Transportation (Caltrans), and as a condition of receiving this assistance, SUB-RECIPIENT will sign the California Department of Transportation Disadvantaged Business Enterprise Implementation Agreement (hereinafter referred to as Agreement). SUB-RECIPIENT agrees to implement the State of California, Department of Transportation Disadvantaged Business Enterprise (DBE) Program Plan (hereinafter referred to as the DBE Program Plan) as it pertains to Local Agencies. The DBE Program Plan is based on U.S. Department of Transportation (DOT), 49 CFR 26 requirements. It is the policy of SUB-RECIPIENT to ensure that DBEs, as defined in 49 CFR 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also SUB-RECIPIENT's policy:

- To ensure nondiscrimination in the award and administration of DOT-assisted contracts.
- To create a level playing field on which DBE's can compete fairly for DOT-assisted contracts.
- To ensure that the DBE participation percentage is narrowly tailored, in accordance with applicable law.
- To ensure that only firms that fully meet 49 CFR 26 eligibility standards are permitted to participate as DBEs.
- To help remove barriers to the participation of DBEs in Federal-aid contracts.
- To assist the development of firms that can compete successfully in the market place outside the DBE Program.

III. Nondiscrimination (49 CFR 26.7)

SUB-RECIPIENT will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR 26 on the basis of race, color, sex, or national origin. In administering the Local Agency components of the DBE Program Plan, SUB-RECIPIENT will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

IV. Annual DBE Submittal Form (49 CFR 26.21)

SUB-RECIPIENT will provide to the Caltrans District Local Assistance Engineer (DLAE) a completed Local Agency DBE Annual Submittal Form (Exhibit 9-B), by June 30 of each year for the following Federal Fiscal Year (FFY). This form must include the name, phone number, email address of the designated Disadvantaged Business Enterprise Liaison Officer (DBELO), and the choice of Prompt Pay Provision to be used by SUB-RECIPIENT for the following FFY.

V. Race-Neutral Means of Meeting Caltrans Overall Statewide Annual DBE Goal (49 CFR 26.51(a))

Caltrans expects SUB-RECIPIENT to meet the maximum feasible portion of Caltrans Overall Statewide Annual DBE Goal through race-neutral means of facilitating DBE participation. Race-neutral DBE participation includes when a DBE wins a prime contract through customary competitive procurement procedures, is awarded a subcontract on a prime contract that does not carry a DBE goal, or even if there is a DBE goal, wins a subcontract from a prime contractor that did not consider its DBE status in making the award (e.g., a prime contractor that uses a strict low-bid system to award subcontracts). Race-neutral means include, but are not limited to, the following:

1. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate the participation of DBE and other small businesses (e.g., unbundling large contracts to make them more accessible to small businesses, requiring or encouraging prime contractors to subcontract portions of work that they might otherwise perform with their own forces);
2. Providing assistance in overcoming limitations such as inability to obtain bonding or financing (e.g., by such means as simplifying the bonding process, reducing bonding requirements, eliminating the impact of surety costs from bids, and providing services to help DBEs and other small businesses obtain bonding and financing);
3. Providing technical assistance and other services;
4. Carrying out information and communication programs on contracting procedures and specific contract opportunities (e.g., ensuring the inclusion of DBEs and other small businesses on SUB-RECIPIENT mailing lists of bidders; ensuring the dissemination to bidders on prime contracts of lists of potential subcontractors; provision of information in languages other than English, where appropriate);
5. Implementing a supportive services program to develop and improve immediate and long-term business management, record keeping, and financial and accounting capability for DBEs and other small businesses;
6. Providing services to help DBEs and other small businesses improve long-term development, increase opportunities to participate in a variety of types of work, handle increasingly significant projects, and achieve eventual self-sufficiency;
7. Establishing a program to assist new, start-up firms, particularly in fields in which DBE participation has historically been low;
8. Ensuring distribution of your DBE directory through print and electronic means to the widest feasible universe of potential prime contractors; and

9. Assisting DBEs and other small businesses to develop their capability to utilize emerging technology and conduct business through electronic media.

VI. Race-Conscious Means of Meeting Caltrans Overall Statewide Annual DBE Goal (49 CFR 26.51(d))

SUB-RECIPIENT must establish DBE contract goals to meet any portion of Caltrans Overall Statewide Annual DBE Goal that cannot be achieved through race-neutral means.

VII. Quotas (49 CFR 26.43)

SUB-RECIPIENT will not use quotas or set-asides in any way in the administration of the Local Agency component of the DBE Program Plan.

VIII. DBE Liaison Officer (DBELO) (49 CFR 26.25)

SUB-RECIPIENT has designated a DBE Liaison Officer. The DBELO is responsible for implementing the DBE Program Plan as it pertains to the SUB-RECIPIENT, and ensures that the SUB-RECIPIENT is fully and properly advised concerning DBE Program Plan matters. [Specify resources available to the DBELO; e.g., the DBELO has a staff of two professional employees assigned to the DBE program on a full-time basis and two support personnel who devote a portion of their time to the program.] The name, address, telephone number, email address, and an organization chart displaying the DBELO's position in the organization are found in Attachment No. 1 to this Agreement. This information will be updated annually and included on the DBE Annual Submittal Form.

The DBELO is responsible for developing, implementing, and monitoring the SUB-RECIPIENT's requirements of the DBE Program Plan in coordination with other appropriate officials. Duties and responsibilities include the following:

1. Gathers and reports statistical data and other information as required.
2. Reviews third party contracts and purchase requisitions for compliance with this program.
3. Works with all departments to determine DBE contract goals.
4. Ensures that bid notices and requests for proposals are made available to DBEs in a timely manner.
5. Analyzes DBE participation and identifies ways to encourage participation through race-neutral means.
6. Participates in pre-bid meetings.
7. Advises the CEO/governing body on DBE matters and DBE race-neutral issues.
8. Provides DBEs with information and recommends sources to assist in preparing bids, obtaining bonding and insurance.
9. Plans and participates in DBE training seminars.
10. Provides outreach to DBEs and community organizations to fully advise them of contracting opportunities.

IX. Federal Financial Assistance Agreement Assurance (49 CFR 26.13)

Each agreement SUB-RECIPIENT signs with Caltrans must include the following assurance: The SUB-RECIPIENT shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract, or in the administration of its DBE Program, or the requirements of 49 CFR 26. The SUB-RECIPIENT shall take all necessary and reasonable steps under 49 CFR 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The SUB-RECIPIENT's DBE Program, as required by 49 CFR 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the SUB-RECIPIENT of its failure to carry out its approved program, Caltrans may impose sanctions as provided for under 49 CFR 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

Each contract Sub-recipient signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance:

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Sub-recipient deems appropriate.

X. DBE Financial Institutions (49 CFR 26.27)

SUB-RECIPIENT must investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contracts to make use of these institutions.

Information on the availability of such institutions can be obtained from the DBELO. The Caltrans Disadvantaged Business Enterprise Program may offer assistance to the DBELO.

XI. Directory (49 CFR 26.31)

SUB-RECIPIENT will refer interested persons to the Unified Certification Program DBE directory available from the Caltrans Disadvantaged Business Enterprise Program's [website](#).

XII. Required Contract Clauses (49 CFR 26.13 and 26.29)

For the purpose of this section, contractor also means consultant, and subcontractor also includes subconsultant. For prompt payment, the following State regulations are referenced: the California Business and Professions Code (CBPC), California Public Contract Code (CPCC) and California Civil Code (CCC).

SUB-RECIPIENT ensures that the following clauses or equivalent will be included in each DOT-assisted prime contract:

A. Contract Assurance

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as SUB-RECIPIENT deems appropriate.

NOTE: This language is to be used verbatim, as is stated in Exhibit 12-G: Required Federal-aid Contract Language. See also 49 CFR 26.13(b).

B. Prompt Payment**Prompt Progress Payment to Subcontractors**

The Local Agency shall require contractors and subcontractors to pay their subcontractors within seven (7) days for construction contracts, and within fifteen (15) days for consultant contracts, after receiving each progress payment. Any delay or postponement of payment may take place only for good cause and with the Local Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions and remedies specified in Section 7108.5 of the CBPC and Section 10262 of the CPCC for construction contract, and Section 3321 of the CCC for consultant contract. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

Prompt Payment of Withheld Funds to Subcontractors

The Local Agency shall ensure prompt and full payment of retainage from the prime contractor to the subcontractor within seven (7) days for construction contracts, or within fifteen (15) days for consultant contracts after the subcontractor's work is satisfactorily completed and accepted. This shall be accompanied by including; either (1), (2), or (3) of the following provisions [Local Agency equivalent will need Caltrans approval] in their federal-aid contracts to ensure prompt and full payment of retainage [withheld funds] to subcontractors in compliance with 49 CFR 26.29.

1. No retainage will be held by the Local Agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the Local Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the CBPC and Section 10262 of the CPCC for construction contracts, and Section 3321 of the CCC for consultant contracts. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

2. No retainage will be held by the Local Agency from progress payments due to the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor [within seven \(7\) days for construction contracts, or within fifteen \(15\) days for consultant contracts](#) after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the Local Agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the [CBPC](#) and [Section 10262 of the CPCC for construction contracts, and Section 3321 of the CCC for consultant contracts](#). This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.
3. The Local Agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the Local Agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within [seven \(7\) days for construction contracts, or within fifteen \(15\) days for consultant contracts](#) after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the Local Agency. Any delay or postponement of payment may take place only for good cause and with the Local Agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the [CBPC](#) and [Section 10262 of the CPCC for construction contracts, and Section 3321 of the CCC for consultant contracts](#). This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of: a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance; and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

[Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified therein. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.](#)

XIII. Local Assistance Procedures Manual (LAPM)

The SUB-RECIPIENT will advertise, award and administer Federal-aid contracts in accordance with the current [Local Assistance Procedures Manual \(LAPM\)](#) including [Forms and Exhibits](#).

XIV. Vehicle Manufacturers/Specialized Equipment (§26.49)

If Federal-aid contracts will include vehicle/specialized equipment procurements, SUB-RECIPIENT will require each vendor, as a condition of being authorized to bid or propose on vehicle/specialized equipment procurements, to certify that it has complied with the requirements of 49 CFR 26.69.

XV. Reporting to the DLAE

SUB-RECIPIENT will promptly submit a copy of the Consultant Proposal DBE Commitment (Exhibit 10-O1) at the time of award of the consultant contract.

SUB-RECIPIENT will promptly submit a copy of Consultant Contract DBE Information (Exhibit 10-O2) or the Local Agency Bidder DBE Commitment (Construction Contracts) (Exhibit 15-G) to the DLAE within 30 days after execution of consultant or construction contract.

SUB-RECIPIENT will promptly submit a copy of the Final Report-Utilization of DBE, First-Tier Subcontractors (Exhibit 17-F) of the LAPM, immediately upon completion of each consultant or construction contract.

XVI. Certification (§26.83(a))

SUB-RECIPIENT ensures that only DBE firms currently certified by the California Unified Certification Program (CUCP) will participate as DBEs on Federal-aid contracts.

XVII. Confidentiality

SUB-RECIPIENT will safeguard from disclosure to third parties, information that may reasonably be regarded as confidential business information consistent with federal, state, and local laws.

XVIII. Prompt Payment from the Local Agency to the Contractors (California Public Contract Code §20104.50)

The Local Agency shall make any progress payment within **30 days** after receipt of an undisputed and properly submitted payment request from a contractor on a construction contract. If the Local Agency fails to pay promptly, the Local Agency shall pay interest to the contractor, which accrues at the rate of 10 percent per annum on the principal amount of a money judgment remaining unsatisfied. Upon receipt of a payment request, the Local Agency shall act in accordance with both of the following:

- (1) Each payment request shall be reviewed by the Local Agency as soon as practicable after receipt for the purpose of determining that the payment request is a proper payment request.
- (2) Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than **seven (7) days**, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

By: _____
(Signature)

Date: _____

Luis Estevez, Acting Deputy City Administrator

Phone #: 714-993-8148

(Print Name and Title)

ADMINISTERING AGENCY

(Authorized Governing Body Representative)

This California Department of Transportation's Disadvantaged Business Enterprise Program
Implementation Agreement is accepted by:

(Signature of DLAE)

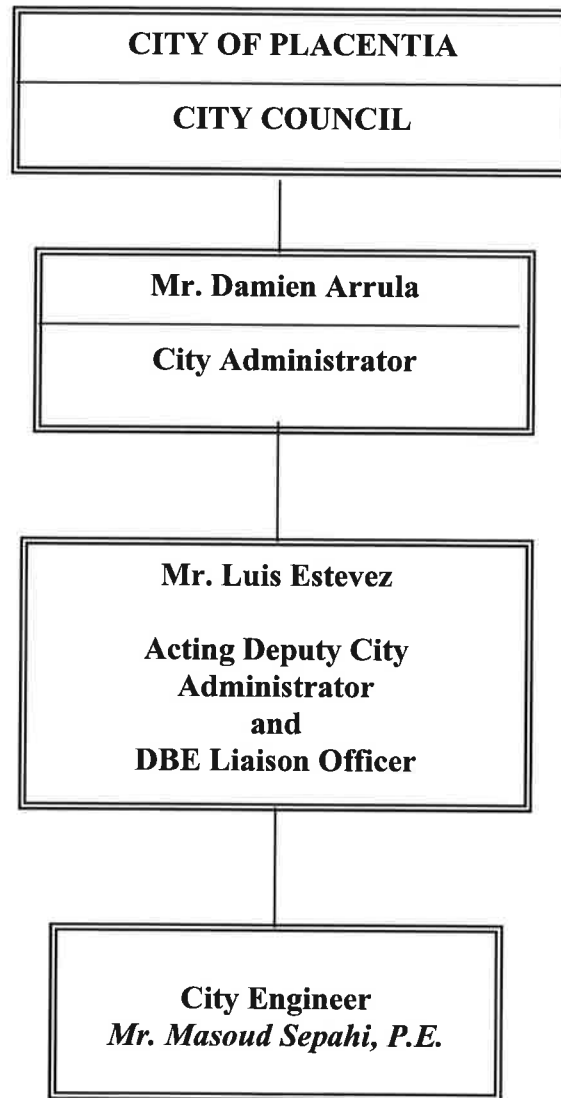
Date: _____

Luis Estevez

(Print Name of DLAE)

Distribution: (1) Original – DLAE
(2) Signed copy by the DLAE – Local Agency

**CITY OF PLACENTIA
DISADVANTAGED BUSINESS
ENTERPRISE (DBE) PROGRAM
ORGANIZATIONAL CHART**



DBE Liaison Officer Contact Information: Luis Estevez, Acting Deputy City Administrator

Phone: 714-993-8148

e-mail: lestevez@placentia.org.

Exhibit 9-B: Local Agency DBE Annual Submittal Form

TO: CALTRANS DISTRICT 12
District Local Assistance Engineer

The information for Exhibit 9-B presented herein is in accordance with Title 49 of the Code of Federal Regulations (CFR), Part 26, and the State of California Department of Transportation (Caltrans) Disadvantaged Business Enterprise (DBE) Program Plan.

The City/County/Region of Placentia, Orange County, California
submits our annual 9-B information for the Federal Fiscal Year 20 / 21, beginning on October 1 and ending on September 30.

Disadvantaged Business Enterprise Liaison Officer (DBELO)

(Please provide the name, address, phone number, fax number, and electronic mail address of the DBELO for the coming Federal Fiscal Year.) The City's DBELO is: Mr. Luis Estevez, Acting Deputy City Administrator

Planned Race-neutral Measures

(Please detail the race-neutral measures your Local Agency plans to implement for the upcoming Federal Fiscal Year per 49 CFR 26.51 and Section V of the Caltrans DBE Program Implementation Agreement for Local Agencies.)

Prompt Pay

49 CFR 26.29(b) requires one of three methods be used in federal-aid contracts to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor.

Attached is a listing of the three methods. On the attachment, please designate which prompt payment provision the Local Agency will use. The city will utilize Method No. 3 for ensuring prompt and full payment of retainage to **+**

Prompt Pay Enforcement Mechanism

49 CFR 26.29(d) requires providing appropriate means to enforce prompt payment. These means may include appropriate penalties for failure to comply with the terms and conditions of the contract. The means may also provide that any delay or postponement of payment among the parties may take place only for good cause with the Local Agency's prior written approval.

Please briefly describe the monitoring and enforcement mechanisms in place to ensure that all subcontractors, including DBEs, are promptly paid. The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions as determined by the agency of the contract work and **+**

(Signature)

(Date)

Luis Estevez, Acting Deputy City Administrator

714-993-8148

(Print Name and Title)

(Phone Number)

ADMINISTERING AGENCY

(Authorized Governing Body Representative)

(Signature of Caltrans District Local Assistance Engineer)

(Date)

Distribution: (1) Original – DLAE
(2) Signed copy by the DLAE – Local Agency

(Attachment)

Prompt Payment of Withheld Funds to Subcontractors

Federal regulation (49 CFR 26.29(b)) requires one of the following three methods be used in federal-aid contracts to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor.

Please check the box of the method chosen by the Local Agency to ensure prompt and full payment of any retainage.

- ☐ **Method 1:** No retainage will be held by the agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code [for construction contracts](#), and [Section 3321 of the California Civil Code for consultant contracts](#). This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.
- ☐ **Method 2:** No retainage will be held by the agency from progress payments due to the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor in seven (7) days [for construction contracts](#) and [fifteen \(15\) days for consultant contracts](#) after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code [for construction contracts](#), and [Section 3321 of the California Civil Code for consultant contracts](#). This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.
- ☒ **Method 3:** The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within seven (7) days [for construction contracts](#) and [fifteen \(15\) days for consultant contracts](#) after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code and Section 10262 of the California Public Contract Code [for construction contracts](#), and [Section 3321 of the California Civil Code for consultant contracts](#). This requirement shall not be construed to limit or impair any contractual, administrative or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

**EXHIBIT 9-C LOCAL AGENCY AMERICANS WITH DISABILITIES ACT (ADA)
ANNUAL CERTIFICATION FORM**

Local Agency ADA Annual Certification Form
49 CFR 27: Nondiscrimination on the Basis of Disability in
Programs or Activities
Receiving Federal Financial Assistance

Local Agency: City of Placentia
State Fiscal Year (July 1-June 30): 2020 - 2021

I. Name of ADA / 504 Liaison Officer: Luis Estevez
Telephone Number: 714-993-8148
E-mail Address: lestevez@placentia.org

NOTE: Section 504 applies to federally funded programs and ADA applies to state and local government funded programs (Title II). An ADA Officer is only required if the agency has 50 or more employees.*

II. ADA Grievance / Complaint Procedure Adopted?
Yes: ☒ No: ☐
If yes, date of adoption: March 2009
If no, planned date of adoption: _____

NOTE: An ADA Officer is only required if the agency has 50 or more employees.*

III. Self-evaluation completed?
Yes: ☒ No: ☐
If yes, date of completion: March 2009
If no, planned date of completion: _____

NOTE: All public entities receiving federal funds are required to complete a self-evaluation. Agencies are required to review and make modifications as needed to the self-evaluation to ensure there is non-discrimination on the basis of disability. Local agencies shall implement a system for periodically reviewing and updating self-evaluations and, if applicable, transition plans. As a best practice, it is recommended to review the self-evaluation every three years prior to submitting or adopting the four-year Transportation Improvement Program.

* The Section 8.1000 in Title II, Technical Assistance Manual states, "How does a public entity determine whether it has 50 or more employees? Determining the number of employees will be based on a governmentwide total of employees, rather than by counting the number of employees of a subunit, department, or division of the local government. Part-time employees are included in the determination."

IV. Transition Plan completed?

Yes: ☒ No: ☐

If yes, date of completion: April 2013

If no, planned date of completion: _____

NOTE: In the event that structural changes to facilities will be undertaken to achieve program accessibility, a public entity with 50 or more employees are required to develop a transition plan.* The transition plan is the action plan developed from the results of the self-evaluation. As a best practice, it is recommended to update the transition plan every three to five years after completion of the recommended self-evaluation and to update the schedule of ADA compliant changes that will be accomplished.

V. Have the policies, procedures, and criteria for implementing ADA compliance improvements in maintenance and capital improvement programs been reviewed and have the required revisions been made?

Yes: ☒ No: ☐

VI. Does the agency have procedures to obtain approval from the Division of State Architect (DSA) for design packages consistent with State law?

Yes: ☒ No: ☐DSA website: <https://www.dgs.ca.gov/DSA/Resources/Page-Content/Resources-List-Folder/Accessibility-Plan-Review>

Reminder: State of California Government Code Sections 4450- 4454 requires DSA to review and approve the plans and specifications to all buildings, structures, sidewalks, curbs and related facilities constructed in the state, using state, county or municipal funds, or the funds of any political subdivision of the state. These facilities shall be accessible to and usable by persons with disabilities. Please reference Section 9.3 of the Local Assistance Procedures Manual for submittal of design packages to DSA.

The DSA has limited their review to "Safe Routes to School" projects. For ATP Projects, the California Transportation Commission considers Safe Routes to School projects as those "that directly increase safety and convenience for public school students to walk and/or bike to school. Safe Routes to Schools infrastructure projects must be located within two miles of a public school or within the vicinity of a public-school bus stop and the students must be the intended beneficiaries of the project."

VII. Are agency's Standard Plans reviewed and updated on an ongoing basis for full ADA and California Accessibility compliance?

Yes: ☒ No: ☐

Date: _____

Signature
(ADA Liaison Officer)

Distribution: (1) Original - DLAE



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: ACTING DEPUTY CITY ADMINISTRATOR

DATE: NOVEMBER 17, 2020

SUBJECT: **PROFESSIONAL SERVICES AGREEMENT WITH RBI TRAFFIC, INC. FOR ON-CALL TRAFFIC CONTROL AND ENGINEERING PLAN CHECK SERVICES**

FISCAL
IMPACT: EXPENSE: \$25,000 PROFESSIONAL SERVICES AGREEMENT (103550-6290)
BUDGET: \$25,000 FY 2020-21 GENERAL FUND ENGINEERING FEES
(100000-4310)

SUMMARY:

The Public Works Department is responsible for managing traffic engineering and transportation functions throughout the City and maintenance of traffic signal equipment and infrastructure. In addition, Public Works supports the Development Services Department by performing traffic engineering reviews on a wide variety of private development projects. Public Works also provides traffic engineering services on capital improvement projects and reviews traffic control plans associated with encroachment permits issued to outside utility agencies and other contractors performing construction work in the City's right-of-way.

In order to maintain the fastest and most efficient level of service to the community, private development applicants, and utility partners, Staff is recommending retaining the services of a traffic engineer to provide on-call traffic control and engineering plan check services. The City has contracted with RBI Traffic, Inc. (RBI) for the past five (5) years to serve as the City's Contract Traffic Engineer. During that time, RBI has provided traffic control plan check services along with traffic study plan reviews and day-to-day traffic engineering assistance. RBI has provided the City with excellent service along with highly competent traffic engineering assistance and analysis and retains a great deal of institutional knowledge of the City's traffic and transportation needs.

The recommended actions will approve a professional services agreement with RBI for a three (3) year term for a not-to-exceed amount of \$75,000 to provide on-call traffic control and engineering plan check services. The term of the agreement includes one (1) two-year term extension available based on consultant performance and at the discretion of the City.

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. e.
November 17, 2020

1. Approve a Professional Services Agreement with RBI Traffic, Inc. for on-call traffic control and engineering plan check services for a term of three (3) years for a not-to-exceed amount of \$75,000; and
2. Authorize the City Administrator to approve contract amendments up to 10% of the contract not-to-exceed amount, or \$7,500; and
3. Authorize the City Administrator to approve the available contract term extension based on consultant performance and at the discretion of the City; and
4. Authorize the City Administrator and/or his designee to execute all the necessary documents, in a form approved by the City Attorney.

DISCUSSION:

The Transportation Division of the Public Works Department is responsible for managing traffic engineering and transportation functions throughout the City including the maintenance and operation of traffic signal infrastructure. In addition, the Division is responsible for reviewing and approving an average of 100 engineered traffic control plans each year along with reviewing various traffic studies and traffic circulation improvements created by private development projects. Traffic control plans are typically prepared by a licensed Traffic Engineer and, given the potential safety issues and liability exposure inherent with construction on or within the public right-of-way, it is critically important that each traffic control plan is reviewed and approved by a licensed Engineer. The City is in the process of hiring a new Transportation Manager, however the preparation and evaluation of traffic control plans is specialized/niche work and in order to keep up with the demand for traffic control plan check reviews created by utility companies, contractors, and developers, Staff is recommending the City utilize the services of RBI to provide traffic control and engineering plan check services. RBI will support both the Engineering and Transportation Divisions of the Public Works Department.

Over the past five (5) years, the City has contracted with RBI to provide traffic control and engineering plan check services as well as to serve as the City's part-time Contract Traffic Engineer. RBI has provided the City with excellent service and competent traffic engineering assistance and analysis and RBI retains a great deal of institutional knowledge of the City's traffic and transportation needs and challenges. City Council Policy #430 outlines the City's purchasing and contracting policies. The policy includes a provision for sole source contracting for continuing professional services such as engineering services on a short-term 3-year basis without utilizing an RFP process. RBI's proposed hourly rate of \$150 is between 19% - 36% less than the hourly rates the City is currently paying for traffic engineering design services on a separate capital improvement project that was let via a competitive proposal process.

Given RBI's past and recent experience in providing the City with these services, and their expertise in and timely review of traffic control plan checks, Staff recommends entering into an agreement with RBI to continue providing those services on an on-call basis. The cost for these services is completely offset by plan check fees paid for by encroachment permit applicants and

developers. The term of the proposed agreement shall be for three (3) years with one (1) 2-year term extension available based on consultant performance and at the discretion of the City.

FISCAL IMPACT:

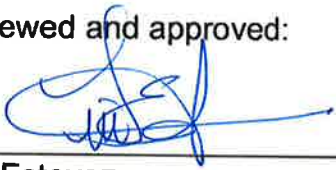
The recommended actions will approve a Professional Services agreement with RBI Traffic, Inc. for a three (3) year term and a not-to-exceed contract amount of \$75,000. The cost for these services is completely offset by corresponding plan check fee revenues. As such, sufficient funds exist for the recommended actions.

Prepared by:



Masoud Sepahi, P.E.
City Engineer

Reviewed and approved:



Luis Estevez
Acting Deputy City Administrator

Reviewed and approved:



Jessica Brown
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Professional Services Agreement with RBI Traffic, Inc.

**CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH
RBI TRAFFIC INC.**

THIS AGREEMENT is made and entered into this 17th day of November, 2020 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and RBI Traffic Inc, a California Corporation ("Consultant").

W I T N E S S E T H:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide plan check services as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the Consultant's Proposal ("Proposal"), attached hereto as Exhibit "A" and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. Officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Administrator or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the

matters of concern;

- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

Consultant shall, in all solicitations and advertisements for employees placed by, or on behalf of Consultant shall state that all qualified applicants will receive consideration for employment without regard to age, race, color, religion, sex, marital status, national origin, or mental or physical disability. Consultant shall cause the paragraphs contained in this Section to be inserted in all subcontracts for any work covered by the Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense. All insurance requirements contained in this Agreement are independently applicable to any and all subcontractors that Consultant may engage during the term of this Agreement.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A". Consultant's total compensation shall not exceed Seventy-Five Thousand Dollars (\$ 75,000.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "SCOPE OF SERVICES", an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "A."

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time

extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 36 months, ending on November 16th, 2023, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. The Agreement may be extended for an additional two-year term based on contractor performance and at the City's discretion.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least fifteen (15) days prior written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates or abandons a portion of this Agreement such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

The City shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement, immediately upon service of written notice of termination on the Consultant, if the latter should:

- a. Be adjudged a bankrupt;
- b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;
- c. Make a general assignment for the benefit of creditors;
- d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;
- e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or
- f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination within thirty-five (35) days after service of the

notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant. City shall not be liable for any claim of lost profits.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Broad-form commercial general liability, in a form at least as broad as ISO form #CG 00 01 04 13, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit. If Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Consultant.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, each incident for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of \$1,000,000 per accident for any employee or employees of Consultant. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

Before execution of this Agreement by the City, the Consultant shall file with the Public Works Director/City Engineer the following signed certification:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

The Consultant shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the Public Works Director/City Engineer before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the consultant to comply with this section.

- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

Neither the CITY nor any of its elected or appointed officials, officers, agents, employees, or volunteers makes any representation that the types of insurance and the limits specified to be carried by Consultant under this Agreement are adequate to protect Consultant. If Consultant believes that any such insurance coverage is insufficient, Consultant shall provide, at its own expense, such additional insurance as Consultant deems adequate.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions as worded below:

- (a) Additional insureds: "The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to

immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant's sole cost and expense."

- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Placentia, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Placentia shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Placentia, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance and endorsements shall be attached hereto as Exhibit "B" and incorporated herein by this reference.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Administrator or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this

Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement. It shall be the Consultant's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Consultant shall refer any decision, which must be made by City, to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement and who shall not be changed by Consultant without the express written approval by the City. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement, or the work hereunder may be provided by personal delivery, facsimile or if mailed, shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

RBI Traffic Inc
1515 Garreston Avenue
Corona, CA 92879

Tel: 951-264-1963

Attn: William J. Beardsley III, T.E

IF TO CITY:

City of Placentia
401 E. Chapman
Placentia, CA 92870

Tel: 714-993-8148

Attn: Luis Estevez, Acting Deputy
City Administrator

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California. Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance

shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. Cooperation. In the event any claim or action is brought against City relating to Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City but shall be made available to the City within ten (10) days of request or within ten (10) days of termination. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, preliminary notes and working documents, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or

subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.16. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Consultant's Proposal.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of

this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.26. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF PLACENTIA,
A municipal corporation

Damien R. Arrula, City Administrator

Date: _____

ATTEST:

Robert S. McKinnell, City Clerk and ex-officio Clerk
of the City of Placentia

CONSULTANT

William J. Beardsley III
Signature

Date: 11/4/2020

William J. Beardsley, III, President
Name and Title

46-3302456

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Rosanna Ramirez, Deputy City Administrator

Date: _____

APPROVED AS TO CONTENT:

Masoud Sepahi, City Engineer

Date: _____

DEPARTMENTAL APPROVAL:

Luis Estevez, Acting Deputy City Administrator

Date: _____

EXHIBIT A
CONSULTANT'S PROPOSAL AND SCOPE OF WORK



RBI Traffic, Inc.
1515 Garretson Ave.
Corona, CA 92879
Voice: 951.264.1963
Web: RBITraffic.com

October 29, 2017

City of Placentia
401 E. Chapman Ave.
Placentia, CA 92870
Attn: Luis Estevez – Director of Public Works

Dear Mr. Estevez;

Thank you very much for this opportunity to propose on providing the City of Placentia with contract Traffic Engineering services as set forth below. It is understood that RBI Traffic, Inc. is specially trained, experienced and competent to perform the special services which will be required by this scope of services. In addition, it is understood that the consultant possesses the skill, experience, ability, background, certification and knowledge to provide the services and the terms and conditions described below:

- Review, approve and "Redline" as needed, engineering designs for street, traffic signals, traffic control plans, layout of streets or public works projects as assigned.
- Review, approve and "Redline" as needed, Traffic Impact Studies and other traffic related documents for development projects as assigned.
- Provide General Traffic Engineering Services as assigned on an "On Call" basis.

The proposed fee for the above services shall be at a rate of \$150/hour.

If you have any questions or need further assistance, please do not hesitate to contact the undersigned at the above number or by email at Rusty@rbitraffic.com.

Sincerely,

A handwritten signature in black ink that reads "William J. Beardsley III". The signature is written in a cursive style with a large, stylized "W" and "B".

William J. Beardsley III, T.E.

Traffic Engineer

EXHIBIT B
CERTIFICATES OF INSURANCE AND ENDORSEMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/6/2020

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 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 Dealey, Renton & Associates DRA License 0020739 P. O. Box 12675 Oakland CA 94604-2675		CONTACT NAME: Tina Norman PHONE (A/C, No, Ext): 714-427-3485 E-MAIL ADDRESS: Tnorman@dealeyrenton.com FAX (A/C, No): 714-427-6810	
INSURED RBI Traffic 1515 Garretson Corona CA 92880		INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Casualty and Surety Co of America INSURER B: Sentinel Insurance Company INSURER C: Hartford Underwriters Insurance Company INSURER D: INSURER E: INSURER F:	
		NAIC # 31194 11000 30104	

COVERAGES**CERTIFICATE NUMBER:** 1335798381**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
B	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC ☐ OTHER	Y	Y	57SBWBM3947	11/15/2019	11/15/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	Y	Y	57SBWBM3947	11/15/2019	11/15/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
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/A	57WEGAE2DHH	11/15/2019	11/15/2020	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability Claims Made			105389942	11/15/2019	11/15/2020	\$1,000,000 \$2,000,000 Per Claim Annl. Aggr.

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

City of Placentia its elected and appointed boards, officers, officials, employees, agents and volunteers is named as Additional Insured as respects General Liability and Auto Liability. Insurance is Primary/Non-Contributory per policy wording, and Severability of interest applies. Waiver of Subrogation applies to Workers Compensation, General Liability and Auto Liability. See Endorsements attached. 30 Days Notice of Cancellation

CERTIFICATE HOLDER**CANCELLATION 30 Day Notice of Cancellation**

City of Placentia
401 E. Chapman Ave
Placentia CA 92870

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

© 1988-2014 ACORD CORPORATION. All rights reserved.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

Policy Number: 57 WEG AE2DHH

Endorsement Number:

Effective Date: 11/15/19

Effective hour is the same as stated on the Information Page of the policy.

Named Insured and Address: RBI Traffic Inc
1515 GARRETSON AVE
CORONA CA 92879

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. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

SCHEDULE

Person or Organization

Job Description

Any person or organization from whom you are required by written contract or agreement to obtain this waiver of rights from us

Countersigned by _____

Authorized Representative

Form WC 04 03 06

(1) Printed in U.S.A.

Process Date: 11/13/19

Policy Expiration Date: 11/15/20
ATTACHMENT 1

ADDITIONAL COVERAGES BY WRITTEN CONTRACT, AGREEMENT OR PERMIT

This is a summary of the coverage provided under the following form (complete form available):

BUSINESS LIABILITY COVERAGE FORM SS 00 08 04 05**Additional Insured When Required by Written Contract, Written Agreement or Permit**

WHO IS AN INSURED under Section C. is amended to include as an additional insured, 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;
- (b) In connection with your premises owned by or rented to you; or
- (c) In connection with "your work" and included within the "products completed operations hazard", but only if
 - (i) The written contract or written agreement requires you to provide such coverage to such additional insured; and
 - (ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products completed operations hazard".

The person(s) or organization(s) are additional insureds when you have agreed, in a written contract, written agreement or because of a permit issued by a state or political subdivision, that such person or organization be added as an additional insured on your policy, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

A person or organization is an additional insured under the provision only for that period of time required by the contract, agreement or permit.

With respect to the insurance afforded to the additional insured, this insurance does not apply to: "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specification; or
- (b) Supervisory, inspection, architectural or engineering activities.

The limits of insurance that apply to additional insureds are described in Section D. Limits Of Insurance.

How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section E. Liability And Medical Expenses General Conditions.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

Other Insurance

If other valid and collectible insurance is available for a loss we cover under this Coverage Part, our obligations are limited as follows:

When You Add Others As An Additional Insured To This Insurance: That is other insurance available to an additional insured. However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

- (a) **Primary Insurance When Required By Contract:** This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in c. below.
- (b) **Primary And Non-Contributory To Other Insurance When Required By Contract:** If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

Paragraphs (a) and (b) do not apply to other insurance to which the additional insured has been added as an additional insured.

c. Method Of Sharing

If all the other insurance permits contribution by equal shares, we will follow this method also. Under this approach, each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

Waiver of Subrogation

If you have waived any rights of recovery against any person or organization for all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, we also waive that right, provided you waived your rights of recovery against such person or organization in a contract, agreement or permit that was executed prior to the injury or damage

EXCERPT FROM Hartford Form SS 04 38 09 09

HIRED AUTO AND NON-OWNED AUTO

B. With respect to the operation of a "non-owned auto", WHO IS AN INSURED is replaced by the following: The following are "insureds":

d. Anyone liable for the conduct of an "insured", but only to the extent of that liability

EXCERPTS FROM: Fireman's Fund **ABC MULTICOVER – AB 91 89 08 07**

THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING: AMERICAN BUSINESS COVERAGE

2. Blanket Additional Insured

Section II – Liability Coverage, Part I. Who Is An Insured, Item 2. is amended to include:

- f. Any person or organization that you are required by a written insured contract to include as an insured, subject to all of the following provisions:
 - (1) Coverage is limited to their liability arising out of:
 - (a) the ownership, maintenance or use of that part of the premises, or land owned by, rented to, or leased to you; or
 - (b) your ongoing operations performed for that insured; or
 - (c) that insured's financial control of you; or
 - (d) the maintenance, operation or use by you of equipment leased to you by such person(s) or organization(s)

4. Blanket Waiver of Subrogation

Section II – Liability Coverage, Part K. Liability and Medical Payments General Conditions, is amended to include:

- 6. Transfer or Rights of Recovery Against Others to us and Blanket Waiver of Subrogation
 - b. If required by a written insured contract, we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your operations or your work for that person or organization.

19. Common Policy Conditions (AB 00 09 A 01 87), Part H. Other Insurance, Item 2 is replaced with:

2. Coverage C – Liability

If other valid and collectible insurance is available to any insured for a loss we cover under Coverage C of this Coverage Part our obligations are limited as follows:

- a. The insurance provided under this policy is primary if you are required by a written insured contract to include any person or organization as an insured, but only with respect to that insured's liability arising out of the ownership, maintenance, or use of that part of the premises owned by or rented to you, or your work for that insured by or for you. Any other insurance available to that person or organization is excess and noncontributory with this insurance.

EXCERPT FROM: **PROPERTY/LIABILITY POLICY -- AB 90 00 12 93**

II. K. 5. Separation of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or suit is brought.



Travelers 1st ChoiceSM

**DESIGN PROFESSIONALS LIABILITY COVERAGE
DECLARATIONS**

POLICY NO. 105369942

Travelers Casualty and Surety Company of America
Hartford, CT 06183
(A Stock Insurance Company, herein called the Company)

Important note: This is a claims-made policy. To be covered, a claim must be first made against an insured during the policy period or any applicable extended reporting period.
The limit of liability available to pay settlements or judgments will be reduced by defense expenses. The deductible applies to defense expenses.

This policy is composed of the Declarations, the Professional Liability Coverage, the Professional Liability Terms and Conditions, and any endorsements attached thereto.

ITEM 1	NAMED INSURED: RBI TRAFFIC INC DBA: Principal Address: 1515 GARRETSON AVE CORONA, CA 92879
ITEM 2	POLICY PERIOD: Inception Date: November 15, 2019 Expiration Date: November 15, 2022 12:01 A.M. standard time both dates at the Principal Address stated in ITEM 1.
ITEM 3	ALL NOTICES PURSUANT TO THE POLICY MUST BE SENT TO THE COMPANY BY EMAIL, FACSIMILE, OR MAIL AS SET FORTH BELOW: Email: BSIclaims@travelers.com FAX: 888-460-6622 Travelers Bond & Specialty Insurance Claim 385 Washington Street Mail Code 9275-SB02F St. Paul, MN 55102
ITEM 4	COVERAGE INCLUDED AS OF THE INCEPTION DATE IN ITEM 2: Design Professionals Liability Coverage

ITEM 9	FORMS AND ENDORSEMENTS ATTACHED AT ISSUANCE: DPL-1001-1108; DPL-2019-0418; PTC-1001-1108; PTC-19007-0418; PTC-3004-1214
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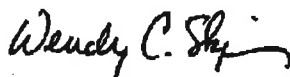
The Declarations, the Professional Liability Terms and Conditions, the Professional Liability Coverage, and any endorsements attached thereto, constitute the entire agreement between the Company and the Insured.

Countersigned By _____

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its authorized officers.



Executive Vice President



Corporate Secretary



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: ACTING DEPUTY CITY ADMINISTRATOR

DATE: NOVEMBER 17, 2020

SUBJECT: **APPROVAL OF FINAL TRACT MAP 19014 FOR SIX (6) THREE-STORY RESIDENTIAL BUILDINGS CONSISTING OF 26 CONDOMINIUM UNITS LOCATED ON GOLDEN AVENUE WEST OF ROSE DRIVE**

FISCAL IMPACT: There is no fiscal impact associated with the recommended actions.

SUMMARY:

On November 20, 2019, Brandywine Homes received City entitlements to subdivide and develop an existing 1.3-acre unimproved site located on Golden Avenue, west of Rose Drive with 26 residential for sale townhome units. The final map will be for six (6), separate three-story residential buildings, consisting of a total of 26 units. The site plan, floor plans, and elevations including all the architectural, landscape, and civil plans were reviewed and approved by the Planning Commission and the City Council as part of the entitlement process. City Staff has reviewed the final map and recommends approval.

RECOMMENDATION:

It is recommended that the City Council take the following actions:

1. Approve the Final Map for Tract 19014, subject to review and approval by the County Surveyor, and conditionally accept the offers of easement dedication for emergency access; and
2. Authorize the City Clerk to sign the final map; and
3. Authorize the Mayor and City Clerk to execute a Subdivision Improvement Agreement, in a form approved by the City Attorney; and
4. Accept the subsequent Subdivision Improvement Bonds securing the onsite grading improvements, public improvements, and survey monumentation accompanying the Subdivision Improvement Agreement per the Subdivision Map Act.

1. f.
November 17, 2020

DISCUSSION:

On November 19, 2019, the project developer, Brandywine Homes, received City Council approval of Tentative Tract Map (TTM) 19014 for 26 condominium units as a single-phase subdivision project on an existing unimproved 1.3-acre site located on Golden Avenue, west of Rose Drive. The proposed townhomes will be 3 stories in height, and they include six (6) separate buildings with access from Golden Avenue. Public improvements for this new development include a new a new driveway in addition to undergrounding of overhead power lines. This work will be performed by Southern California Edison and it will be completely paid for by the developer.

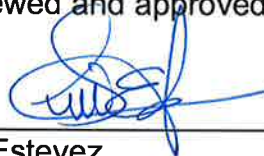
All conditions imposed upon the subject tract have been met pursuant to Section 66473.5 of the California Government Code, including the provisions for the design and improvements of the proposed subdivision. The discharge of waste water from the developed tract into the City's sewer system will not result in violation of existing requirements prescribed by the Santa Ana Regional Water Quality Control Board pursuant to Division 7 (commencing with Section 13000) of the Water Code.

Prepared by:



Masoud Sepahi, P.E.
City Engineer

Reviewed and approved:



Luis Estevez
Acting Deputy City Administrator

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Final Map – Tract No. 19014
2. Private Improvement Agreement with Placentia 26, LLC

SHEET 1 OF 4 SHEETS

NO. OF LOTS: 1 NUMBERED
GROSS AREA: 56,581 S.F. (1.299 ACRES)
NET AREA: 34,208 S.F. (0.785 ACRES)
ALL OF TENTATIVE TRACT NO. 19014
DATE OF SURVEY: MARCH 2019

TRACT No. 19014

IN THE CITY OF PLACENTIA, COUNTY OF ORANGE,
STATE OF CALIFORNIA

BEING A SUBDIVISION OF LOT 2 OF TRACT NO. 17480 AS PER MAP FILED IN BOOK 923, PAGES 44 THROUGH 47, INCLUSIVE,
OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY, CALIFORNIA.

ARS ENGINEERING

FOR CONDOMINIUM PURPOSES

JEFFERY L. MAYS, PLS 6379

ACCEPTED AND FILED AT THE
REQUEST OF
FIRST AMERICAN TITLE COMPANY

DATE

TIME

FEE\$

INSTRUMENT NO.

BOOK

PAGE

HUGH NGUYEN
COUNTY CLERK-RECORDER

BY

DEPUTY

OWNERSHIP CERTIFICATE:

WE, THE UNDERSIGNED, BEING ALL PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND COVERED BY THIS MAP, DO HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF SAID MAP, AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

WE HEREBY DEDICATE TO THE CITY OF PLACENTIA AN INGRESS AND EGRESS EASEMENT FOR EMERGENCY AND PUBLIC SECURITY VEHICLES AND AN EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES SHOWN ON SAID MAP AS "PUBLIC UTILITY AND ACCESS EASEMENT";

WE ALSO HEREBY RESERVE AND SUBJECT TO THE FORMATION OF A COMMUNITY HOMEOWNERS ASSOCIATION AFTER RECORDATION A PUBLIC UTILITY EASEMENT, AS SHOWN ON SAID MAP AS "PUBLIC UTILITY AND ACCESS EASEMENT", TO BE MAINTAINED BY SAID HOMEOWNERS ASSOCIATION;

WE ALSO HEREBY RELEASE AND RELINQUISH TO THE CITY OF PLACENTIA ALL VEHICULAR AND PEDESTRIAN ACCESS RIGHTS TO GOLDEN AVENUE EXCEPT AT APPROVED ACCESS LOCATIONS.

PLACENTIA 20, LLC,
A DELAWARE LIMITED LIABILITY COMPANY,

BY: 
BRETT WHITEHEAD
AUTHORIZED PERSON

BANNER BANK, A WASHINGTON STATE CHARTERED COMMERCIAL BANK, BENEFICIARY UNDER DEED OF TRUST

RECORDED AUGUST 7, 2020 AS INSTRUMENT NO. 2020000407319, OF OFFICIAL RECORDS.

BY: 
PRINT NAME: WILLIAM WELLS
PRINT TITLE: SENIOR VICE PRESIDENT

COUNTY TREASURER-TAX COLLECTOR'S CERTIFICATE

STATE OF CALIFORNIA }
COUNTY OF ORANGE } SS

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF MY OFFICE, THERE ARE NO LIENS AGAINST THE LAND COVERED BY THIS MAP OR ANY PART THEREOF FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOT YET PAYABLE.

AND DO CERTIFY TO THE RECORDER OF ORANGE COUNTY THAT THE PROVISIONS OF THE SUBDIVISION MAP ACT HAVE BEEN COMPLIED WITH REGARDING DEPOSITS TO SECURE PAYMENT OF TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND COVERED BY THIS MAP.

DATED THIS _____ DAY OF _____, 2020

SHARI L. FREIDENRICH BY: _____
COUNTY TREASURER-TAX COLLECTOR DEPUTY TREASURER-TAX COLLECTOR

SIGNATURE OMISSIONS:

PURSUANT TO THE PROVISIONS OF SECTION 66436 (a)(3)(A) OF THE SUBDIVISION MAP ACT, THE FOLLOWING SIGNATURES HAVE BEEN OMITTED:

YORBA LINDA WATER DISTRICT, SUCCESSOR IN INTEREST TO YORBA LINDA WATER COMPANY, HOLDER OF AN EASEMENT FOR PIPELINES AND INCIDENTAL PURPOSES, RECORDED NOVEMBER 7, 1911 IN BOOK 203, PAGE 291 OF DEEDS. (CANNOT BE PLOTTED FROM RECORD.)

THE CITY OF PLACENTIA AS SUCCESSOR IN INTEREST TO THE COUNTY OF ORANGE, HOLDER OF AN EASEMENT FOR THE RIGHT TO ERECT, CONSTRUCT, REPAIR AND MAINTAIN CHECK DAMS, ETC., AND INCIDENTAL PURPOSES, RECORDED AUGUST 29, 1938 IN BOOK 964, PAGE 78 OF OFFICIAL RECORDS. (ABANDONED HEREON.)

THE UNITED STATES OF AMERICA, HOLDER OF AN EASEMENT FOR FLOOD CONTROL AND CHANNEL RECTIFICATION AND INCIDENTAL PURPOSES, RECORDED DECEMBER 21, 1980 IN BOOK 5558, PAGE 547 OF OFFICIAL RECORDS.

YORBA LINDA COUNTY WATER DISTRICT, HOLDER OF AN EASEMENT FOR PIPE LINES AND INCIDENTAL PURPOSES, RECORDED MARCH 4, 1981 IN BOOK 13968, PAGE 1513 OF OFFICIAL RECORDS.

SOUTHERN CALIFORNIA GAS COMPANY, HOLDER OF AN EASEMENT FOR PIPE LINES AND INCIDENTAL PURPOSES, RECORDED APRIL 16, 1981 IN BOOK 14022, PAGE 1239 OF OFFICIAL RECORDS.

SOUTHERN CALIFORNIA GAS COMPANY, HOLDER OF AN EASEMENT FOR PIPELINES, COMMUNICATION FACILITIES AND INCIDENTAL PURPOSES, RECORDED NOVEMBER 5, 2014 AS INSTRUMENT NO. 201400451694 OF OFFICIAL RECORDS. (CANNOT BE PLOTTED FROM RECORD.)

SHEET INDEX

SHEET 2 - NOTARY ACKNOWLEDGMENTS, MONUMENT NOTES, BASIS OF BEARINGS, REFERENCES AND DATUM STATEMENT.

SHEET 3 - BOUNDARY ESTABLISHMENT AND EXISTING EASEMENTS.

SHEET 4 - PROPOSED EASEMENT DETAIL.

SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF BRANDYWINE HOMES IN MARCH 2019. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN SUCH POSITIONS ON OR BEFORE JANUARY 28, 2022, AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.


JEFFERY L. MAYS, PLS 6379 DATE 9/24/2020
EXPIRES: 12/31/2020



CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND IT TO BE SUBSTANTIALLY IN CONFORMANCE WITH THE TENTATIVE MAP, IF REQUIRED, AS FILED WITH, AMENDED AND APPROVED BY THE CITY PLANNING COMMISSION, THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND CITY SUBDIVISION REGULATIONS HAVE BEEN COMPLIED WITH.

DATED THIS _____ DAY OF _____, 2020.

MASOUD SEPAHI R.C.E. 52786
CITY ENGINEER EXP. 3/31/2020
CITY OF PLACENTIA

CITY SURVEYOR'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND THAT IT CONFORMS WITH THE MAPPING PROVISIONS OF THE SUBDIVISION MAP ACT AND I AM SATISFIED SAID MAP IS TECHNICALLY CORRECT IN ALL RESPECTS NOT STATED TO BY THE COUNTY SURVEYOR.

DATED THIS _____ DAY OF _____, 2020.

NICK S. SERVIN R.C.E. 33538
CITY SURVEYOR, CITY OF PLACENTIA EXP. 6/30/2022



COUNTY SURVEYOR'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND THAT ALL MAPPING PROVISIONS OF THE SUBDIVISION MAP ACT HAVE BEEN COMPLIED WITH AND I AM SATISFIED SAID MAP IS TECHNICALLY CORRECT RELATIVE TO THE TRACT BOUNDARY.

DATED THIS _____ DAY OF _____, 2020

KEVIN R. HILLS, COUNTY SURVEYOR
L.S. 8617

BY: LILY M. N. SANDBERG, DEPUTY COUNTY SURVEYOR
P.L.S. 8402

CITY CLERK'S CERTIFICATE

STATE OF CALIFORNIA }
COUNTY OF ORANGE } SS
CITY OF PLACENTIA }

I HEREBY CERTIFY THAT THIS MAP WAS PRESENTED FOR APPROVAL TO THE CITY COUNCIL

OF THE CITY OF PLACENTIA AT A REGULAR MEETING THEREOF HELD ON THE _____ DAY OF

_____, 2020 AND THAT THEREUPON SAID COUNCIL DID, BY AN ORDER DULY PASSED AND ENTERED, APPROVE SAID MAP AND DID ALSO ACCEPT ON BEHALF OF THE CITY OF PLACENTIA:

THE INGRESS AND EGRESS EASEMENT FOR EMERGENCY AND PUBLIC SECURITY VEHICLES AND THE EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL AS DEDICATED.

THE ACCESS RIGHTS TO GOLDEN AVENUE EXCEPT AT APPROVED ACCESS LOCATIONS AS RELEASED AND RELINQUISHED.

WE ALSO HEREBY ABANDON, PURSUANT TO SECTION 66434(C) OF THE SUBDIVISION MAP ACT THE PUBLIC EASEMENT WITHIN BOOK 964 PAGE 78 OF OFFICIAL RECORDS, RECORDS OF ORANGE COUNTY, CALIFORNIA, NOT SHOWN ON THIS MAP.

AND DID ALSO APPROVE SUBJECT MAP PURSUANT TO THE PROVISIONS OF SECTION 66436 (a)(3)(A) OF THE SUBDIVISION MAP ACT.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND AFFIXED THE OFFICIAL SEAL OF THE CITY OF PLACENTIA.

DATED THIS _____ DAY OF _____, 2020

BY: _____
ROBERT S. MCKINNEL
CITY CLERK OF THE CITY OF PLACENTIA

SHEET 2 OF 4 SHEETS

NO. OF LOTS: 1 NUMBERED
GROSS AREA: 58,581 S.F. (1.299 ACRES)
NET AREA: 34,208 S.F. (0.785 ACRES)
ALL OF REMAINING TRACT NO. 19014
DATE OF SURVEY: MARCH 2019

TRACT No. 19014

IN THE CITY OF PLACENTIA, COUNTY OF ORANGE,
STATE OF CALIFORNIA

ARS ENGINEERING

JEFFERY L. MAYS, PLS 6379

FOR CONDOMINIUM PURPOSES

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF Orange

ON Sept. 28, 2020 BEFORE ME, Sandra L. Zundell, NOTARY PUBLIC, PERSONALLY APPEARED Brett Whitehead, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/they EXECUTED THE SAME IN HIS/HER/their AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/their SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND

MY PRINCIPAL PLACE OF BUSINESS IS IN

Orange COUNTY

SIGNATURE: Sandra L. Zundell MY COMMISSION EXPIRES: March 26, 2023

PRINT NAME: Sandra L. Zundell

NOTARY ACKNOWLEDGMENT

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STATE OF CALIFORNIA

COUNTY OF Orange

ON Oct. 9, 2020 BEFORE ME, Sandra L. Zundell, NOTARY PUBLIC, PERSONALLY APPEARED William Wells, WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/they EXECUTED THE SAME IN HIS/HER/their AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/their SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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Orange COUNTY

SIGNATURE: Sandra L. Zundell MY COMMISSION EXPIRES: March 26, 2023

PRINT NAME: Sandra L. Zundell

BASIS OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING BETWEEN O.C.S. HORIZONTAL CONTROL STATION GPS NO. 0495 AND STATION GPS NO. 5183 BEING N89°38'20"W PER RECORDS ON FILE IN THE OFFICE OF THE ORANGE COUNTY SURVEYOR.

DATUM STATEMENT

COORDINATES SHOWN ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM, (CCS83) ZONE VI, NAD 83 (2011.50 EPOCH OCS GPS ADJUSTMENT). ALL DISTANCES SHOWN ARE GROUND UNLESS OTHERWISE NOTED.

TO OBTAIN GRID DISTANCE MULTIPLY GROUND DISTANCE BY 0.99999105 (PROJECT SPECIFIC).

LEGEND AND REFERENCES:

- () - INDICATES RECORD OR CALCULATED FROM RECORD PER REFERENCE NOTED.
- CF - CALCULATED FROM.
- CFR - CALCULATED FROM RECORD.
- CR - CORNER RECORD.
- M - MEASURED.
- SFN - SEARCHED, FOUND NOTHING.
- R1 - TRACT NO. 17489, M.M. 923/44-47.
- R2 - COUNTY SURVEY #7067 - A/3-9/1421-1431.
- R3 - CR 2013-2730.
- R4 - TRACT NO. 4525, M.M. 286/24-26.

LINE'S

CENTERLINE -
BOUNDARY -
EASEMENT -
GPS TIES -

SHEET INDEX

SHEET 3 - BOUNDARY ESTABLISHMENT AND EXISTING EASEMENTS.

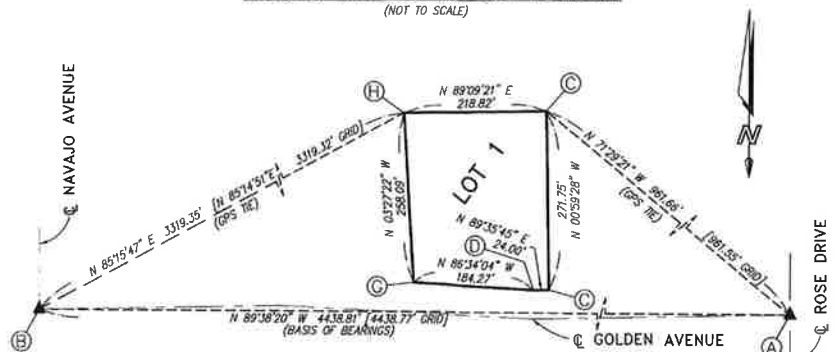
SHEET 4 - PROPOSED EASEMENT DETAIL

MONUMENT NOTES:

- - INDICATES FOUND MONUMENT AS NOTED.
- ▲ - INDICATES FOUND OCS GPS HORIZONTAL CONTROL STATION MONUMENT PER RECORDS ON FILE IN THE OFFICE OF THE ORANGE COUNTY SURVEYOR.
- - INDICATES SET MONUMENT AS NOTED.
- (A) - OCS GPS NO. 0495
N 2276233.28
E 6078556.62
FOUND PUNCHED 2-1/2" BRASS DISK STAMPED "12-77" DOWN 1.7" IN O.C.S. WELL MONUMENT AT THE CENTERLINE INTERSECTION OF ROSE DRIVE AND GOLDEN AVENUE. (PER R1)
- (B) - OCS GPS NO. 5183
N 2276261.23
E 6074117.84
FD PUNCHED SPIKE AND WASHER STAMPED "RCE 12785" FLUSH IN A.C., LOCATED AT THE CENTERLINE OF GOLDEN AVE. AND NAVAJO AVE. (PER R4)
- (C) - FOUND LEAD, TACK AND TAG STAMPED "R.C.E. 33520", FLUSH IN THE TOP OF A BLOCK WALL PER R1.
- (D) - FOUND 2" I.P. AND TAG STAMPED "R.C.E. 33520", DOWN 0.4' PER R1.
- (E) - FOUND BOLT, DOWN 0.3', NO REF., ACCEPTED AS THE INTERSECTION OF THE EAST LINE OF RANCHO SAN JUAN CAJON DE SANTA ANA AND THE CENTERLINE OF GOLDEN AVENUE EXTENDED.
- (F) - FOUND LEAD, TACK AND TAG, "LS 6379" FLUSH PER R1.
- (G) - SEARCHED, FOUND NOTHING. SET 2" IRON PIPE, TAGGED "LS 6379", FLUSH, ESTABLISHED BY INTERSECTION.
- (H) - FOUND 1" I.P. TAGGED "L.S. 4140" FLUSH PER R1. (S 89°09'21" W 0.40') HELD FOR LINE.
- (J) - FOUND 2" I.P. TAGGED "RCE 33520", FLUSH PER R1. (N 00°24'15" W 0.09')
- (K) - FOUND BOLT, NO TAG, FLUSH PER PM 80-803, PMB 150/32-33.

BASIS OF BEARINGS AND GPS TIE DETAIL

(NOT TO SCALE)



SHEET 4 OF 4 SHEETS

NO. OF LOTS: 1 NUMBERED
GROSS AREA: 56,561 S.F. (1.299 ACRES)
NET AREA: 34,208 S.F. (0.785 ACRES)
ALL OF TENTATIVE TRACT NO. 19014
DATE OF SURVEY: MARCH 2019

TRACT No. 19014

IN THE CITY OF PLACENTIA, COUNTY OF ORANGE,
STATE OF CALIFORNIA

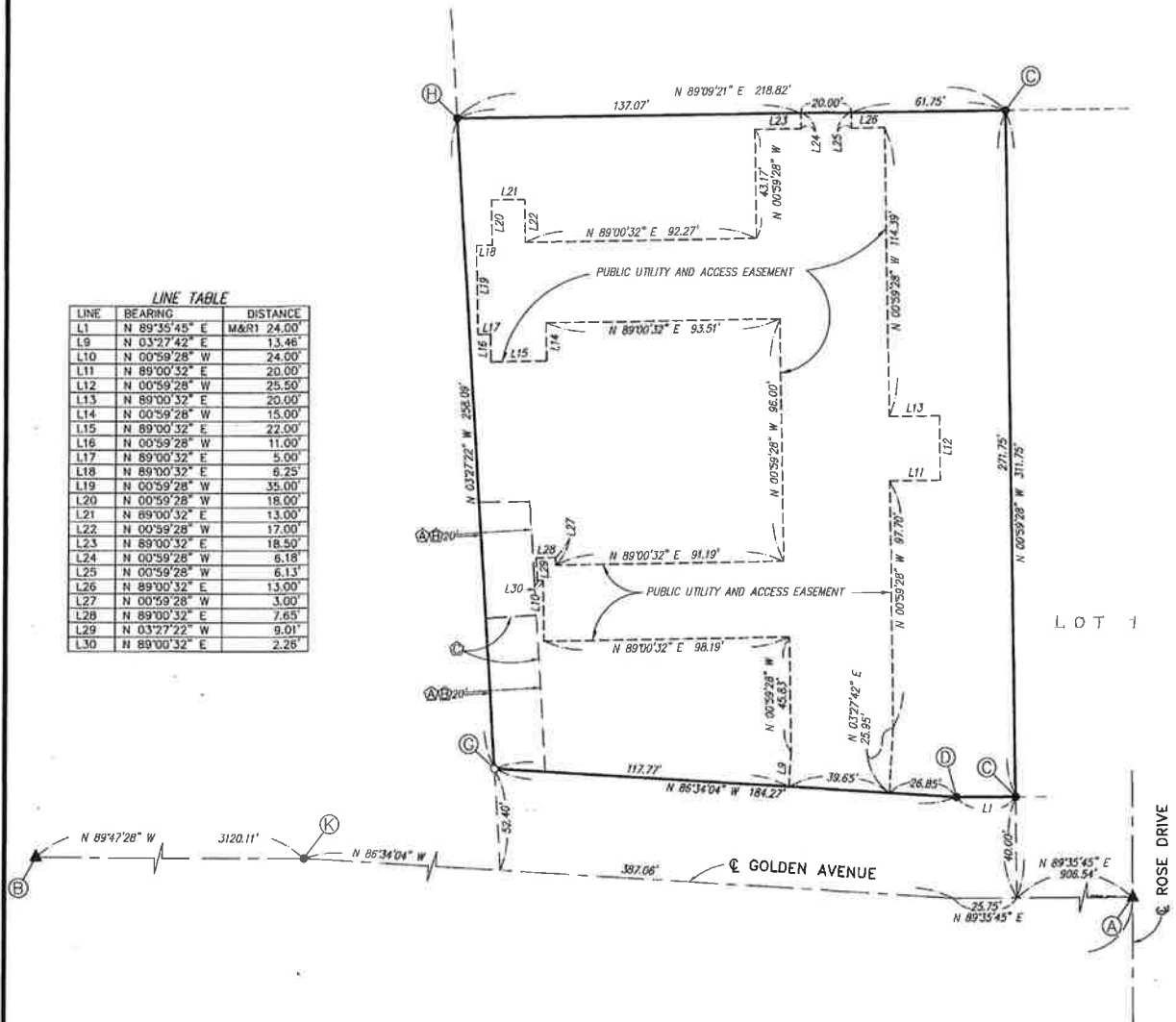
ARS ENGINEERING

JEFFERY L. MAYS, PLS 6379

FOR CONDOMINIUM PURPOSES

SCALE: 1" = 30'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 89°35'45" E	M&R1 24.00'
L9	N 03°27'42" E	13.46'
L10	N 00°59'28" W	24.00'
L11	N 89°00'32" E	20.00'
L12	N 00°59'28" W	25.50'
L13	N 89°00'32" E	20.00'
L14	N 00°59'28" W	15.00'
L15	N 89°00'32" E	22.00'
L16	N 00°59'28" W	11.00'
L17	N 89°00'32" E	5.00'
L18	N 89°00'32" E	6.25'
L19	N 00°59'28" W	35.00'
L20	N 00°59'28" W	18.00'
L21	N 89°00'32" E	13.00'
L22	N 00°59'28" W	17.00'
L23	N 89°00'32" E	18.50'
L24	N 00°59'28" W	6.18'
L25	N 00°59'28" W	6.13'
L26	N 89°00'32" E	13.00'
L27	N 00°59'28" W	3.00'
L28	N 89°00'32" E	7.65'
L29	N 03°27'22" W	9.01'
L30	N 89°00'32" E	2.28'



SHEET INDEX

SHEET 2 - NOTARY ACKNOWLEDGMENTS, MONUMENT
NOTES, BASIS OF BEARINGS, REFERENCES
AND DATUM STATEMENT.

SHEET 3 - BOUNDARY ESTABLISHMENT AND EXISTING
EASEMENTS.

SHEET 3 OF 4 SHEETS

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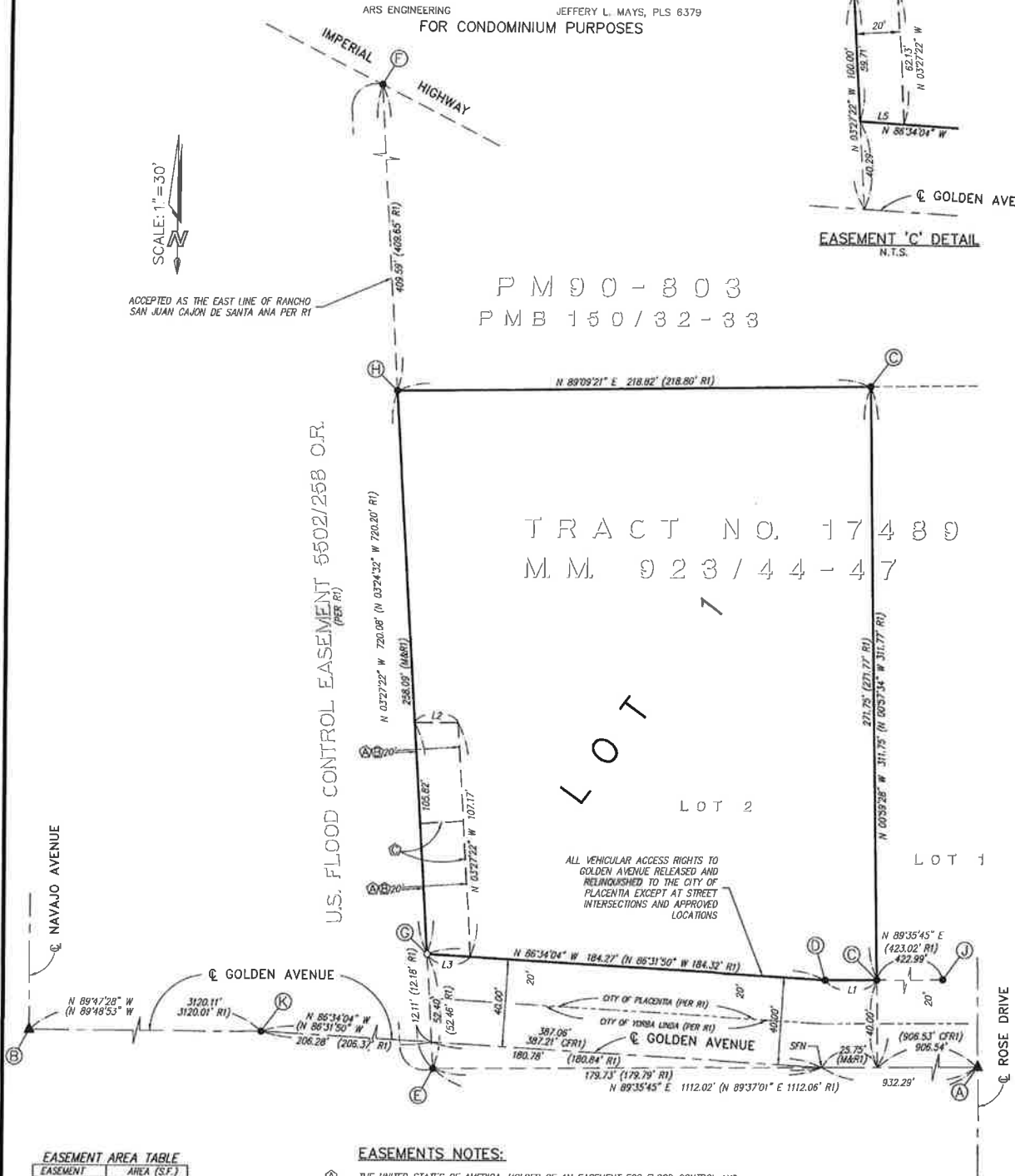
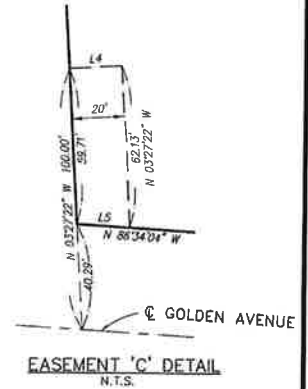
TRACT No. 19014

IN THE CITY OF PLACENTIA, COUNTY OF ORANGE,
STATE OF CALIFORNIA

ARS ENGINEERING
JEFFERY L. MAYS, PLS 6379
FOR CONDOMINIUM PURPOSES

SCALE: 1" = 30'

ACCEPTED AS THE EAST LINE OF RANCHO
SAN JUAN CAJON DE SANTA ANA PER R1



EASEMENT AREA TABLE

EASEMENT	AREA (S.F.)
A	7,778.57
B	2,129.91
C	2,129.91
P.U. & A.E.	1,986.37

EASEMENTS NOTES:

- Ⓐ - THE UNITED STATES OF AMERICA, HOLDER OF AN EASEMENT FOR FLOOD CONTROL AND CHANNEL RECAPITULATION AND INCIDENTAL PURPOSES, RECORDED DECEMBER 21, 1960 IN BOOK 5558, PAGE 547 OF OFFICIAL RECORDS.
- Ⓑ - YORBA LINDA COUNTY WATER DISTRICT, HOLDER OF AN EASEMENT FOR PIPE LINES AND INCIDENTAL PURPOSES, RECORDED MARCH 4, 1981 IN BOOK 13988, PAGE 1513 OF OFFICIAL RECORDS.
- Ⓒ - SOUTHERN CALIFORNIA GAS COMPANY, HOLDER OF AN EASEMENT FOR PIPE LINES AND INCIDENTAL PURPOSES, RECORDED APRIL 16, 1981 IN BOOK 14022, PAGE 1239 OF OFFICIAL RECORDS. (SEE EASEMENT 'D' DETAIL)

SHEET INDEX

SHEET 2 - NOTARY ACKNOWLEDGMENTS, MONUMENT
NOTES, BASIS OF BEARINGS, REFERENCES
AND DATUM STATEMENT.

SHEET 4 - PROPOSED EASEMENT DETAIL

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 89°35'45" E	M&R1 24.00'
L2	N 89°35'45" E	20.03'
L3	N 86°34'04" W	20.15'
L4	N 86°32'38" E	20.00'
L5	N 86°34'04" W	20.15'

CITY OF PLACENTIA

PRIVATE IMPROVEMENT AGREEMENT

THIS PRIVATE IMPROVEMENT AGREEMENT ("Agreement") is made and entered into as of this 23rd day of September, 2020, by and between the CITY OF PLACENTIA, a Charter City and municipal corporation ("CITY"), and, Placentia 26, LLC, a Delaware limited liability company ("DEVELOPER"). In consideration of the approval by CITY of the Project described below and the mutual covenants and agreements contained herein, CITY and DEVELOPER agree as follows:

A. Recitals.

(i) DEVELOPER seeks approval of Villena, Tract 19014 ("Project") involving that certain real property more particularly described in Exhibit "A," attached hereto and incorporated into this Agreement .

(ii) In consideration of the approval of the Project, DEVELOPER desires to enter into this Agreement, whereby DEVELOPER covenants to install and complete, at DEVELOPER'S own expense, all public improvement work required by CITY in connection with the approved plans by the City for the Project ("Improvements").

(iii) Improvement plans for the construction, installation and completion of the Improvements have been prepared by DEVELOPER and approved by the City Engineer.

(iv) All legal prerequisites to the making of this Agreement have occurred.

B. Agreement.

NOW, THEREFORE, in consideration of the approval the Project identified herein and other good and valuable consideration, receipt of which is hereby acknowledged, DEVELOPER and CITY agree as follows:

1. In consideration of CITY'S approval of the Project, DEVELOPER undertakes and agrees that it will, at DEVELOPER'S sole cost and expense, make all the Improvements upon and in connection with the Project in accordance with plans and specifications therefore on file with City ("Approved Plans"), incorporated herein and made a part hereof, and including all conditions of approval required by the Planning Commission and City Council of CITY ("Conditions") in connection with the various steps leading to approval of the Project. DEVELOPER further undertakes and agrees upon the same consideration to comply with all ordinances and regulations of CITY, and to do all other and further acts required of it pursuant to this Agreement. DEVELOPER agrees in connection therewith to pay or cause to be paid all amounts becoming due to contractors, subcontractors, and persons renting equipment or furnishing labor or materials to the Project with respect to such Improvements, or to DEVELOPER with respect thereto. DEVELOPER agrees that all such Improvements shall be constructed and completed in accordance with the Approved Plans, City standards as determined by the City Engineer and in accordance with any Conditions as hereinabove

referred to, and in accordance with the remaining provisions of this Agreement. In case of any dispute, the good faith judgment of the City Engineer shall be final and binding upon the parties.

2. Subject to the provisions of § 27, below, DEVELOPER shall commence the construction and installation of the Improvements within 18 months from the approval of the Project by CITY and shall complete said work within 36 months from the date of execution of this Agreement.

3. DEVELOPER shall acquire and dedicate, or pay the cost of acquisition by CITY, of all rights-of-way, easements and other interests in real property for construction or installation of the Improvements, free and clear of all liens and encumbrances. DEVELOPER'S obligations with regard to acquisition by CITY of off-site rights-of-way, easements and other interests in real property shall be subject to a separate agreement between DEVELOPER and CITY. DEVELOPER shall also be responsible for obtaining any public or private drainage easements or authorizations.

4. If any of the Improvements and/or land development work contemplated by this Agreement are to be constructed or installed on land not owned by DEVELOPER, no construction or installation shall be commenced prior to:

a. Receipt and conditional acceptance of the offer of dedication to CITY of appropriate rights-of-way, easements or other interest in real property, and appropriate authorization from the property owner to allow construction or installation of the Improvements or work, in form approved by CITY'S City Attorney; or

b. The dedication to, and acceptance by, CITY of appropriate rights-of-way, easements or other interests in real property, as determined by the City Engineer; or

c. The issuance by a court of competent jurisdiction pursuant to the Eminent Domain Law of the State of California of an order of possession. DEVELOPER shall comply in all respects with the order of possession. Nothing contained in this § 4 shall be construed as authorizing or granting an extension of time to DEVELOPER.

5. DEVELOPER shall at all times guarantee DEVELOPER'S performance of this Agreement by furnishing to CITY, and maintaining, good and sufficient security on forms approved by CITY for the purposes and in the amounts as follows:

a. To assure faithful performance of this Agreement in regard to said Improvements in an amount of 100% of the estimated cost of the Improvements;

b. To secure payment to any contractor, subcontractor, persons renting equipment, or furnishing labor and materials for the Improvements required to be constructed or installed pursuant to this Agreement in the additional amount of 100% of the estimated cost of the Improvements;

c. To guarantee or warranty the work done pursuant to this Agreement for a period of one (1) year following acceptance thereof by CITY against any defective work or labor done or defective materials furnished in the additional amount of 25% of the estimated cost of the Improvements; and

6. The securities required by this Agreement shall be maintained in the Office of the City Clerk. The terms and provisions of the security documents referenced herein are incorporated into this Agreement by this reference. If any security is replaced by another approved security, the replacement shall be filed with the City Clerk and, upon filing, shall be deemed to have been made a part of and incorporated into this Agreement. Upon filing of a replacement security with the City Clerk, the former security may be released. The City Engineer shall approve replacement of security, in writing.

7. While no action of DEVELOPER shall be required in order for CITY to realize on its security under any security document, DEVELOPER agrees to cooperate with CITY to facilitate CITY'S realization under any security, and to take no action to prevent CITY from such realization under any such security. Notwithstanding the giving of any security or the subsequent expiration of any security or any failure by any surety or financial institution to perform its obligations with respect thereto, DEVELOPER shall be personally liable for performance under this Agreement and for payment of the cost of the labor and materials for the Improvements required to be constructed or installed hereby and shall, within ten (10) days after written demand therefore, deliver to City such substitute security as CITY shall require satisfying the requirements in this § 7.

8. DEVELOPER shall, at all times, maintain proper facilities and safe access for inspection of the Improvements by CITY and to the shops wherein any work is in preparation. Upon completion of the work, DEVELOPER may request a final inspection by the City Engineer. If the City Engineer determines that the work has been completed in accordance with the provisions of this Agreement, then the City Engineer shall certify the completion of the Improvements to the City Council. No Improvements shall be finally accepted unless all aspects of the work have been inspected and determined to have been completed in conformance with the Approved Plans, Conditions and CITY standards. DEVELOPER shall bear all costs of plan check, inspection and certification.

9. Subject to approval by the City Council of CITY, the securities required by this Agreement shall be released as follows:

a. Security for faithful performance of any act, obligation, work or agreement shall be released upon the final completion and acceptance of the act or work, subject to the provisions of subsection (b) hereof.

b. The City Engineer may authorize release of a portion of the security given for faithful performance of Improvements work as the improvement progresses upon application therefore by the DEVELOPER; provided; however, that no such release shall be for an amount less than 25% of the total improvement security given for faithful performance of the improvement work. In no event shall the City Engineer

authorize a release of the improvement security, which would reduce such security to an amount below that required to guarantee the completion of the improvement work and any other obligation imposed by this Agreement.

c. Security to secure payment to the contractor, his or her subcontractors and to persons furnishing labor, materials or equipment shall, six (6) months after the completion and acceptance of the work, be reduced to an amount equal to the total claimed by all claimants for whom liens have been filed and of which notice has been given to the City Council of CITY, plus an amount reasonably determined by the City Engineer to be required to assure the performance of any other obligations secured by the security. The balance of the security shall be released upon the settlement of all claims and obligations for which the security was given.

d. No security given for the guarantee or warranty of work shall be released until the expiration of the warranty period and until any claims filed during the warranty period have been settled. As provided in § 5, the warranty period shall not commence until final acceptance of all the work and Improvements by the City Council.

e. CITY may retain from any security released an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorneys' fees.

10. DEVELOPER shall promptly replace, or cause to be replaced, or repair or have repaired, as the case may be, any public improvements, public utility facilities and surveying monuments which are destroyed or damaged as a result of any work under this Agreement. DEVELOPER shall bear the entire cost of replacement or repairs of any and all public or public utility property damaged or destroyed by reason of any work done under this Agreement, whether such property is owned by the United States or any agency thereof, or the State of California, or any agency or political subdivision thereof, or by CITY or any public or private utility corporation or by any combination of such owners. Any repair or replacement shall be to the satisfaction, and subject to the approval, of the City Engineer.

11. DEVELOPER shall, at DEVELOPER'S sole cost and expense, obtain any and all necessary permits and licenses for the construction and installation of the Improvements, give all necessary notices and pay all fees and taxes required by law.

12. Default of DEVELOPER shall include, but not be limited to, DEVELOPER'S failure to timely commence construction pursuant to the provisions of this Agreement; DEVELOPER'S failure to timely complete construction of the Improvements; DEVELOPER'S failure to timely cure any defect in the Improvements; DEVELOPER'S failure to perform substantial construction work for a period of twenty (20) days after commencement of the work; DEVELOPER'S insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, either voluntary or involuntary, which DEVELOPER fails to discharge within thirty (30) days after the filing thereof; the commencement of a foreclosure action against the Project or the property described in Exhibit A, or any conveyance in lieu or

in avoidance of foreclosure; or DEVELOPER'S failure to perform any other obligation under this Agreement.

13. CITY reserves to itself all remedies available to it at law or in equity for breach of DEVELOPER'S obligations under this Agreement. If DEVELOPER is in default and the default remains uncured, CITY shall have the right, subject to this section, to draw upon or utilize the appropriate security to mitigate CITY damages in event of default by DEVELOPER. The right of CITY to draw upon or utilize such security is in addition to and not in lieu of any other remedy available to CITY. It is specifically understood by DEVELOPER that the estimated costs and security amounts may not reflect the actual cost of construction or installation of the Improvements and, therefore, CITY'S damages due to DEVELOPER'S default shall be measured by the actual cost of completing the required Improvements. The sums provided by the improvement security may be used by CITY for the completion of the Improvements in accordance with the improvement plans and specifications contained herein.

14. In the event DEVELOPER defaults under this Agreement, and there is a clear failure to perform, DEVELOPER authorizes CITY to perform such obligation twenty (20) days after mailing written notice of default to DEVELOPER and to DEVELOPER'S Surety, and agrees to pay the entire cost of such performance by CITY.

15. Subject to the limitations of Section 13 and 14 above, CITY may take over the work and prosecute the same to completion, by contract or by any other method CITY deems advisable, for the account and at the expense of DEVELOPER, and DEVELOPER'S surety shall be liable to CITY for any excess cost or damages occasioned CITY thereby. In such event, CITY, without liability for so doing, may take possession of, and utilize in completing the work, such materials, appliances, plant and other property belonging to DEVELOPER as may be on the site of the Improvements and necessary for performance of the work.

16. In the event DEVELOPER fails to perform any obligation hereunder, DEVELOPER agrees to pay all costs and expenses incurred by CITY in securing performance of such obligations, including costs of suit and reasonable attorneys' fees.

17. The failure of CITY to take enforcement action with respect to a default, or to declare a breach, shall not be construed as a waiver of that default or breach or subsequent default or breach of DEVELOPER.

18. Compliance with Labor Code. This Agreement is subject to, and DEVELOPER agrees to comply with, all of the applicable provisions of the Labor Code including, but not limited to, the wage and hour, prevailing wage, workers compensation, and various other labor requirements in Division 2, Part 7, Chapter 1, including Sections 1720 to 1740, 1770 to 1780, 1810 to 1815, 1860 and 1861, which provisions are specifically incorporated herein by reference as though set forth herein in their entirety. DEVELOPER shall expressly require compliance with the provisions of this Section in all agreements with contractors and subcontractors for the performance of the improvements hereunder.

19. DEVELOPER hereby warrants and guarantees all work hereunder against any defective work or labor done, or defective materials furnished in the performance of this Agreement, including the maintenance of all landscaping within the Property in a vigorous and thriving condition reasonably acceptable to CITY, for a period of one (1) year following completion of the work and acceptance by CITY ("Warranty Period"). During the Warranty Period, DEVELOPER shall repair, replace, or reconstruct any defective or otherwise unsatisfactory portion of the Improvements, in accordance with the then-current ordinances, resolutions, regulations, codes, standards, or other requirements of CITY, and to the approval of the City Engineer. All repairs, replacements, or reconstruction during the Warranty Period shall be at the sole cost, expense, and liability of DEVELOPER and its surety. As to any Improvements which have been repaired, replaced, or reconstructed during the Warranty Period, DEVELOPER and its surety hereby agree to extend the Warranty Period for an additional one (1) year period following CITY'S acceptance of the repaired, replaced, or reconstructed improvement(s). Nothing herein contained shall relieve DEVELOPER from any other liability it may have under federal, state, or local law to repair, replace, or reconstruct any such improvement following expiration of the Warranty Period or any extension thereof. DEVELOPER'S warranty obligation under this section shall survive the expiration or termination of this Agreement.

20. Neither DEVELOPER nor any of DEVELOPER'S agents or contractors are or shall be considered to be agents of CITY in connection with the performance of DEVELOPER'S obligations under this Agreement.

21. Until such time as the Improvements are accepted by CITY, DEVELOPER shall be responsible for and bear the risk of loss to any of the Improvements constructed or installed hereunder. Until such time as all Improvements required by this Agreement are fully completed and accepted by CITY, DEVELOPER will be responsible for the care, maintenance of, and any damage to such Improvements. CITY shall not, nor shall any officer or employee thereof, be liable or responsible for any accident, loss or damage, regardless of cause, happening or occurring to the work or Improvements specified in this Agreement prior to the completion and acceptance of the work or Improvements. All such risks shall be the responsibility of and are hereby assumed by DEVELOPER.

22. Nothing contained herein shall preclude CITY from expending monies pursuant to agreements concurrently or previously executed between the parties, or from entering into agreements with other persons for the apportionment of costs of water and sewer mains, or other Improvements, pursuant to the provisions of CITY ordinances providing therefore, nor shall anything in this Agreement commit CITY to any such apportionment.

23. Until final acceptance of the Improvements, DEVELOPER shall give good and adequate warning to the public of each and every dangerous condition existing in, about or around said Improvements, and will take all reasonable actions to protect the public from any such dangerous condition.

24. Upon acceptance of the work by CITY and recordation of a Notice of Completion, ownership of the Improvements constructed pursuant to this Agreement shall vest in CITY.

25. DEVELOPER shall defend, indemnify, and hold harmless CITY, and its elected and appointed officials, officers, employees, and agents from any and all actual or alleged claims, demands, causes of action, liability, loss, damage, or injury, to property or persons, including wrongful death, whether imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of or incident to any acts, omissions, negligence, or willful misconduct of DEVELOPER, its personnel, employees, agents, or contractors in connection with or arising out of construction or maintenance of the Improvements, or performance of this Agreement. This indemnification includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and the reimbursement of CITY, and its elected and appointed officials, officers, employees, and/or agents for all legal expenses and costs incurred by each of them. This indemnification excludes only such portion of any claim, demand, cause of action, liability, loss, damage, penalty, fine, or injury, to property or persons, including wrongful death, which is caused solely and exclusively by the gross negligence or willful misconduct of CITY as determined by a court or administrative body of competent jurisdiction. DEVELOPER'S obligation to indemnify hereunder shall survive the expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by CITY, its elected and appointed officials, officers, employees, or agents.

26. Time is of the essence of this Agreement.

27. DEVELOPER shall commence substantial construction of the Improvements required by this Agreement as specified in § 2, above. In the event good cause exists, as determined by the City Administrator or his or her designee, the time for commencement of construction or completion of the Improvements hereunder may be extended. The request for extension shall be made in writing to the City Administrator. Any approval of the extension shall be in writing, executed by the City Administrator. Any such extension may be granted without notice to DEVELOPER'S surety and shall not affect the validity of this Agreement or release the surety or sureties on any security given for this Agreement. The City Administrator shall be the sole and final judge as to whether or not good cause has been shown to entitle DEVELOPER to an extension. Delay, other than delay in the commencement of work, or by strikes, boycotts, similar actions by employees or labor organizations, which prevent the conducting of work, and which were not caused by or contributed to by DEVELOPER, shall constitute good cause for an extension of the time for completion. As a condition of such extension, the City Administrator may require DEVELOPER to furnish new security guaranteeing performance of this Agreement as extended in an increased amount as necessary to compensate for any increase in construction costs as determined by the City Engineer.

28. Performance by DEVELOPER of this Agreement shall not be construed to vest DEVELOPER'S rights with respect to any change in any zoning or building law or ordinance.

29. If DEVELOPER fails to construct and install all or any part of the Improvements within the time required by this Agreement, or if DEVELOPER fails to comply with any other obligation contained herein, DEVELOPER and its surety shall be jointly and severally liable

to CITY for all administrative expenses, fees, and costs, including reasonable attorneys' fees and costs, incurred in obtaining compliance with this Agreement or in prosecuting any legal action or for any other remedies permitted by law.

30. All notices required or permitted under this Agreement shall be in writing and delivered in person or sent by mail, postage prepared, and addressed as follows:

To CITY: City of Placentia
401 E. Chapman Ave.
Placentia, California 92870-6101
Attention: City Administrator

With a copy to: Christian Bettenhausen
City Attorney
City of Placentia
3777 N. Harbor Blvd
Fullerton, CA 92835
Email clb@jones-mayer.com

To DEVELOPER: Placentia 26, LLC
Address:

Attention:

Any such notice, by mail, shall be deemed to have been received by the addressee forty-eight (48) hours after deposit thereof in the United States mail, postage prepaid and properly addressed as set forth above.

31. In the event that suit or arbitration is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to litigation costs and reasonable attorneys' fees.

32. This Agreement constitutes the entire agreement of the parties with respect to the subject matter. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the parties.

Dated: 9-24-20

[developer]

By: 

Name: Brett Whitcomb

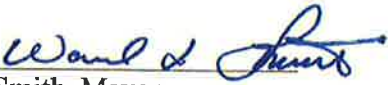
Title: CEO

By: _____

Name: _____

Title: _____

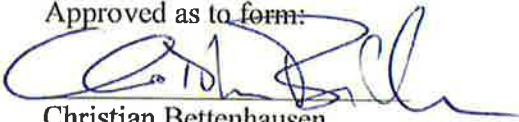
CITY OF PLACENTIA,
A Charter City and municipal corporation


Ward Smith, Mayor

ATTEST: 

City Clerk

Approved as to form:


Christian Bettenhausen,
City Attorney

DEVELOPER'S SIGNATURES SHALL BE DULY NOTARIZED, AND APPROPRIATE
ATTESTATIONS SHALL BE INCLUDED AS MAY BE REQUIRED BY THE BYLAWS, ARTICLES OF
INCORPORATION, OR OTHER RULES OR REGULATIONS APPLICABLE TO DEVELOPER'S

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

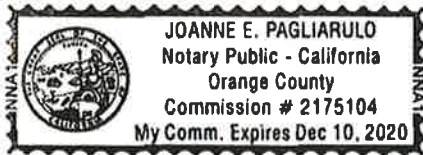
County of Orange)

On 9-23-2020 before me, Joanne E. Pagliarulo Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Brett Whitehead
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Joanne E. Pagliarulo
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

EXHIBIT A

LEGAL DESCRIPTION

Real property in the City of Placentia, County of Orange, State of California, described as follows:

LOT 2 OF TRACT NO. 17489, IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 923, PAGES 44 THROUGH 47, INCLUSIVE, OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

APN: 334-021-12

BOND NO. 800047336

INITIAL PREMIUM: \$4,405.00

SUBJECT TO RENEWAL

**CITY OF PLACENTIA
PUBLIC IMPROVEMENTS
FORM OF FAITHFUL PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS the City of Placentia, California, a Charter City and municipal corporation ("City") and Placentia 26, LLC ("Principal"), have executed an agreement for work consisting of, but not limited to, the furnishing all labor, materials, tools, equipment, services, and incidentals for all grading, roads, paving, curbs and gutters, pathways, storm drains, sanitary sewers, utilities, drainage facilities, traffic controls, landscaping, street lights, and all other required facilities for Villena, Tract NO. 19014 ("**Public Improvements**");

WHEREAS, the Public Improvements to be performed by Principal are more particularly set forth in that certain Public Improvement Agreement dated September 20, 2020 ("Public Improvement Agreement");

WHEREAS, the Public Improvement Agreement is hereby referred to and incorporated herein by reference; and

WHEREAS, Principal is required by the Public Improvement Agreement to provide a good and sufficient bond for performance of the Improvement Agreement, and to guarantee and warranty the Public Improvements constructed thereunder.

NOW, THEREFORE, Principal and Atlantic Specialty Insurance Company ("Surety"), a corporation organized and existing under the laws of the State of New York, and duly authorized to transact surety business under the laws of the State of California, are held and firmly bound unto City in the sum of **Two Hundred Ninety Three Thousand, Six Hundred Fifty-one Dollars (\$293,651.00)**, said sum being not less than one hundred percent (100%) of the total cost of the Public Improvements as set forth in the Public Improvement Agreement, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such, that if Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, agreements, guarantees, and warranties in the Improvement Agreement and any alteration thereof made as therein provided, to be kept and performed at the time and in the manner therein specified and in all respects according to their intent and meaning, and to indemnify and save harmless City, its officers, employees, and agents, as stipulated in the Public Improvement Agreement, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement, or under the bond, nor, where the bond is given for the benefit of claimants, by any fraud practiced by any person other than the claimant seeking to recover on the bond.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under the Civil Code so as to give them a right of action in a suit on this bond.

This bond is executed for the purpose of complying with the laws of the State of California and shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code of the State of California.

IN WITNESS THEREOF, we have hereunto set our hands and seals this 18th day of August, 2020.

(Corporate Seal)

Placentia 26, LLC
Principal

By



Title

Member

(Corporate Seal)

Atlantic Specialty Insurance Company
Surety

By



Brook T. Smith, Attorney-in-Fact
Title

APPROVED AS TO FORM:
/s/ Christian L. Bettenhausen
City Attorney

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

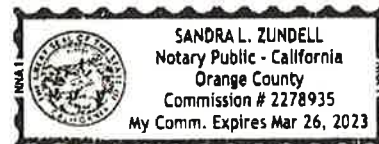
On August 20, 2020 before me, Sandra L. Zundell, Notary Public
(insert name and title of the officer)

personally appeared Mark Whitehead
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal

Signature: *Sandra L. Zundell* (Seal)



CALIFORNIA ALL- PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Kentucky }

County of Jefferson }

On August 18, 2020 before me, Theresa Pickerrell, Notary Public
(Here insert name and title of the officer)

personally appeared Brook T. Smith, Attorney-In-Fact,
who proved to me on the basis of satisfactory evidence to be the person(s) whose
name(s) is/are subscribed to the within instrument and acknowledged to me that
he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by
his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that
the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Theresa Pickerrell

Notary Public Signature Notary ID #: 633720 (Notary Public Seal)
My commission expires 10/26/2023.



ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☒ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/~~she/they~~, is /~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary)
- Securely attach this document to the signed document with a staple



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Brook T. Smith, James T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Deborah S. Neichter, Michele D. Lacrosse**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **sixty million dollars (\$60,000,000)** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-ninth day of April, 2019.

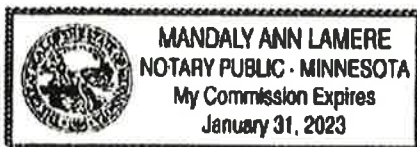
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Paul J. Brehm, Senior Vice President

On this twenty-ninth day of April, 2019, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 18th day of August, 2020



This Power of Attorney expires
January 31, 2023

Christopher V. Jerry, Secretary

BOND NO. 800047336

INITIAL PREMIUM: \$4,405.00

SUBJECT TO RENEWAL

**LABOR AND MATERIAL PAYMENT BOND
PUBLIC WORK (CALIFORNIA)**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Placentia 26, LLC, as Principal, has entered into a contract dated September 20, 2020 with the City of California City (Obligee) referred to and made a part hereof to perform the following work, to wit: Earthwork and Offsite Improvements and all appurtenant work in accordance with PROJECT NO. 19014 - Villena, which requires Principal to file this bond to secure claims made in relation to the project.

NOW THEREFORE, we, Placentia 26, LLC, as Principal, and Atlantic Specialty Insurance Company, a corporation organized under the laws of New York and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of Placentia, as Obligee, and all sub-contractors, laborers, material persons and other persons employed in the performance of the referenced agreement, in the sum of **Two Hundred Ninety Three Thousand, Six Hundred Fifty-one Dollars (\$293,651.00),,** lawful money of the United States of America, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

If the above bounden PRINCIPAL, his or its heirs, executors, administrators, successors, assigns, or any of his or its sub-contractors, fails to pay for any materials, provisions, provender, or other supplies, or teams, implements or machinery, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor to persons named in Section 9100 or the Civil Code, thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor deducted, withheld and paid over to the Employment Development Department from the wages of employees of the contractor and sub-contractors pursuant to Section 13020 of the Unemployment Insurance Code, that the SURETY on this bond will pay the same, in an amount not exceeding the sum specified in this bond, AND ALSO, in case suit is brought upon this bond, a reasonable attorney's fee, which shall be awarded by the court to the prevailing party in said suit, said attorney's fee to be taxed as costs in said suit and to be included in the judgment herein rendered.

As part of the obligation secured hereby, the SURETY shall not be exonerated or released from the obligation of the bond by any change, alteration, or modification in or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme of work of improvement, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in

As part of the obligation secured hereby, and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Public Improvement Agreement, or to any plans, profiles, and specifications related thereto, or to the Public Improvements to be constructed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition.

This bond is executed and filed to comply with § 66499, *et seq.*, of the California Government Code as security for performance of the Public Improvement Agreement and security for the one-year guarantee and warranty of the Public Improvements.

IN WITNESS WHEREOF, the seal and signature of the Principal is hereto affixed, and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at Louisville, KY, this 18th day of August, 2020.

Placentia 26, LLC
Principal

Atlantic Specialty Insurance Company
Surety

By:



Its: Managing Member

By:



Attorney-In-Fact


(print name)

Brook T. Smith
(print name)

NOTE: APPROPRIATE NOTARIAL ACKNOWLEDGMENTS OF EXECUTION BY PRINCIPAL AND SURETY, AND A COPY OF THE POWER OF ATTORNEY TO LOCAL REPRESENTATIVES OF THE BONDING COMPANY MUST BE ATTACHED TO THIS BOND.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

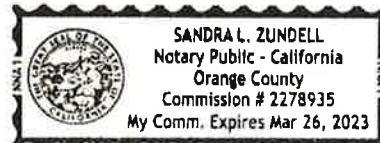
State of California
County of Orange)

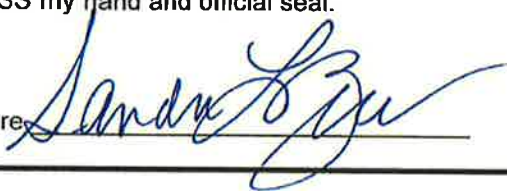
On August 20, 2020 before me, Sandra L. Zundell, Notary Public
(insert name and title of the officer)

personally appeared Mark Whitehead
who proved to me on the basis of satisfactory evidence to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~
subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in
his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the
person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature:  (Seal)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Kentucky }

County of Jefferson }

On August 18, 2020 before me, Theresa Pickerrell, Notary Public
(Here insert name and title of the officer)

personally appeared Brook T. Smith, Attorney-In-Fact
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Theresa Pickerrell

Notary Public Signature Notary ID #: 633720 (Notary Public Seal)

My commission expires 10/26/2023.

Theresa Pickerrell
NOTARY PUBLIC
STATE AT LARGE, KENTUCKY
ID # 633720
MY COMMISSION EXPIRES OCT. 26, 2023

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____ Document Date _____

CAPACITY CLAIMED BY THE SIGNER

- ☐ Individual (s)
☐ Corporate Officer

(Title)

- ☐ Partner(s)
☒ Attorney-in-Fact
☐ Trustee(s)
☐ Other _____

INSTRUCTIONS FOR COMPLETING THIS FORM

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- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: **Brook T. Smith, James T. Smith, Raymond M. Hundley, Jason D. Cromwell, James H. Martin, Deborah S. Neichter, Michele D. Lacrosse**, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **sixty million dollars (\$60,000,000)** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this twenty-ninth day of April, 2019.

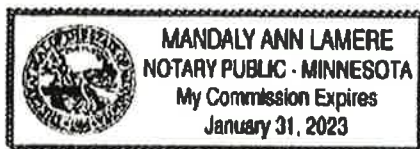
STATE OF MINNESOTA
HENNEPIN COUNTY



By

Paul J. Brehm, Senior Vice President

On this twenty-ninth day of April, 2019, before me personally came Paul J. Brehm, Senior Vice President of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, that he is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 18th day of August, 2020

This Power of Attorney expires
January 31, 2023



Christopher V. Jerry, Secretary

TRACT NO. 19014
CITY OF PLACENTIA
ENGINEER'S ESTIMATE
GRADING & PUBLIC IMPROVEMENTS
DATE: 6/22/20

NO	ITEM	QTY	UNIT	UNIT COST	TOTAL
EARTHWORK					
1	CLEAR AND GRUB + EROSION CONTROL	1.3	AC	\$ 7,500.00	\$ 9,750
2	SITE GRADING CUT	2,100	CY	\$ 8.00	\$ 16,800
3	SITE GRADING FILL	2,352	CY	\$ 8.00	\$ 18,816
4	REMEDIAL GRADING EXPORT	3,200	CY	\$ 10.00	\$ 32,000
5	REMEDIAL GRADING IMPORT AND SHRINKAGE IMPORT	4,340	CY	\$ 10.00	\$ 43,400
6	OVEREXCAVATION AND RECOMPACTION	4,200	CY	\$ 6.00	\$ 25,200
7	SOILS REMEDIATION IN PUBLIC RIGHT-OF-WAY	1	LS	\$10,000.00	\$ 10,000
EARTHWORK TOTAL					\$ 155,966
OFFSITE IMPROVEMENTS					
1	CONSTRUCT 6" THICK PCC ENTRY DRIVEWAY PER LANDSCAPE ARCHITECT'S PLAN	380	SF	\$ 15.00	\$ 5,700
2	CONSTRUCT (6" CF) PCC CURB AND GUTTER TYPE A2-6 PER APWA STD PLAN NO. 120-1 (W=1.5')	17	LF	\$ 60.00	\$ 1,020
3	CONSTRUCT 3" AC OVER 8.5" AB PER R VALUE AS RECOMMENDED BY GEOTECHNICAL ENGINEER	110	SF	\$ 8.00	\$ 880
4	GRIND & OVERLAY PAVEMENT	11,500	SF	\$ 8.00	\$ 92,000
5	INSTALL & BACKFILL 18" RCP PIPE	43	LF	\$ 85.00	\$ 3,655
6	CONNECT 18" RCP TO EXISTING CONCRETE DRAIN CHANNEL	1	EA	\$ 2,500.00	\$ 2,500
OFFSITE IMPROVEMENTS TOTAL					\$ 105,755
SUBTOTAL					\$ 261,721
BOND & INSURANCE				2%	\$ 5,234
SUBTOTAL					\$ 266,955
CONTINGENCY				10%	\$ 26,696
TOTAL					\$ 293,651



Alan R. Short
6/22/20

Date: September 24, 2020
To: Acting Deputy City Administrator Ramirez
From: City Clerk's Office - Karen
Re: Agreement

Copies	Description	Dept.	Approved By Council	Item Returned
1	Placentia 26 LLC Private Improvement Agreement for Brandywine Homes	Public Works	N/A	

Rosanna,

This Private Improvement Agreement did not go to Council and has no insurance requirements, but the developer has provided all bonds and securities (attached)

Christian reviewed it and signed. He said the language is standard.

Please review and sign if you approve.

Thank you.

Karen

Rosanna Ruiz 9-24-2020



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF COMMUNITY SERVICES

DATE: NOVEMBER 17, 2020

SUBJECT: **PROFESSIONAL SERVICES AGREEMENT WITH RHA LANDSCAPE ARCHITECTS PLANNERS, INC. FOR LANDSCAPE ARCHITECTURE DESIGN SERVICES FOR THE LA PLACITA PARKETTE RENOVATION PROJECT NO. 7011**

FISCAL

IMPACT: EXPENSE: \$ 99,790 PROFESSIONAL SERVICES AGREEMENT
BUDGET: \$640,000 FY 2020-21 CIP BUDGET PROP 68 GRANT PROJECT NO. 7011 (507911-6185)

SUMMARY:

In August 2019, after careful consideration and following City Council approval, the City submitted seven (7) project applications requesting grant funds for various improvements/renovations at several community parks through the California State Parks, Office of Grants and Local Services (OGALS). The Statewide Park and Community Revitalization Program (SPP) is a competitive grant program that provides funds to create new parks, expand existing parks, and/or renovate existing parks in critically underserved communities across California. Funding for the grant program is provided through the California Proposition 68 Parks and Water Bond of 2018.

The City was notified in February 2020, that the renovation project for La Placita Parkette was chosen by OGALS to receive a grant award of \$640,000. The La Placita Parkette renovation project will include removal and replacement of the existing playground and rubberized surfacing, the addition of water efficient irrigation and landscaping, the addition of removable bollards at the park entryway, decorative fencing, and new park lighting.

On December 3, 2019 City Council approved a Professional Services Agreement for the renovation of Parque Del Arroyo Verde. While the Parque Del Arroyo Verde project is a separate project, the scope is similar to the project scope submitted for the various park project applications to OGALS for Proposition 68 grant funding.

Based upon the strong response from well-qualified companies to the City's Request for Proposals (RFP) for the Parque Del Arroyo Verde project, the City Council also approved a Bench List of the top four (4) ranked firms that the City may utilize for similar services on future park and playground renovation projects. Therefore, allowing Staff to solicit and negotiate project and cost

1. g.
November 17, 2020

proposals from these firms directly on subsequent park projects. Per the utilization of the City Council approved Bench List and based on the similarity of the La Placita Parkette project to the Parque Del Arroyo Verde project, the next top ranking firm eligible to complete the La Placita Parkette project, is RHA Landscape Architects Planners, Inc.

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Award a Professional Services Agreement for professional landscape architecture services for the La Placita Parkette renovation Project to RHA Landscape Architects Planners, Inc. for a not-to-exceed amount of \$99,790; and
2. Authorize the City Administrator to approve contract change orders up to 10% of the contract not-to-exceed amount or \$9,979; and
3. Authorize the City Administrator and/or his designee to execute all the necessary documents, in a form approved by the City Attorney.

DISCUSSION:

In August 2019, after careful consideration and following City Council approval, the City submitted seven (7) project applications requesting grant funds for various improvements/renovations at several community parks through the California State Parks, OGALS. The SPP is a competitive grant program that provides funds to create new parks, expand existing parks, and/or renovate existing parks in critically underserved communities across California. Funding for the grant program is provided through the California Proposition 68 Parks and Water Bond of 2018.

Prior to receiving notification of the grant award, the City began work on a separate, but similar park renovation project for Parque De Arroyo Verde. Both the Parque Del Arroyo Verde project and the La Placita Parkette project include replacement of the existing playground and rubberized surfacing, replacement of existing park furnishings, and the addition of security lighting.

Based upon the strong response from well-qualified companies to the City's RFP for the Parque Del Arroyo Verde project, the City Council approved a Bench List of the top four (4) ranked firms that the City may utilize for similar services on future park and playground renovation projects.

Therefore, allowing Staff to solicit and negotiate project and cost proposals from these firms directly on subsequent park projects. The top four (4) ranked firms included: David Volz Design (DVD), RHA Landscape Architects Planners, Inc. (RHA), Richard Fischer Associates, and RJM Group. The proposals were reviewed and scored based upon the scoring criteria outlined in the request for proposals. The table below outlines the final scores and consultant rankings for the top four (4) ranking firms on the approved Bench List:

CONSULTANT	TOTAL COMBINED POINT SCORE	RANKING
David Volz Design	291	1
RHA Landscape Architects	290	2
Richard Fisher Associates	289	3
RJM Design Group	289	3

As a comparison, RHA's hourly rate is less than the awarded contract to David Volz Design (DVD) for Parque Del Arroyo Verde, which demonstrates that their bid remains competitive in pricing for this type of project.

The City was notified in February 2020, that the renovation project for La Placita Parkette was chosen by OGALS to receive a grant award of \$640,000. The La Placita Parkette renovation project will include removal and replacement of the existing playground and rubberized surfacing, addition of water efficient irrigation, landscaping, the addition of removable bollards at the park entry, decorative fencing, and new park lighting. After receiving notification of the grant award, the City budgeted funds for the renovation of La Placita Parkette in the Fiscal Year 2020-21 Capital Improvement Program.

DVD was the firm awarded the Parque Del Arroyo Verde project. Therefore, per the utilization of the City Council approved Bench List and based on the similarity of the La Placita Parkette project to the Parque Del Arroyo Verde project, the next top ranking firm eligible to complete the La Placita Parkette project, is RHA.

The contract scope of work provided by RHA includes engineering design for all civil improvements, electrical improvements, and landscape architecture services for the playground and landscape/irrigation improvements. In addition, RHA will prepare two (2) conceptual park renovation plans based on input from Staff and Council for presentation at a regularly scheduled public meeting of the Parks, Arts, and Recreation Commission for its consideration and input. With the Commission's input and selection of a preferred conceptual plan, RHA will then prepare the final engineered plans and construction documents.

Staff's cost estimate for these services amounts to \$100,000 which is based upon an estimated 500 consultant hours dedicated to the project at an average hourly rate of \$200. RHA's cost proposal totals \$99,790. Professional services agreements are awarded based on qualifications with the cost analyzed to determine if it is reasonable for the services to be delivered. Staff reviewed the cost proposal and resource allocation provided by RHA and found it to be appropriate for the services to be provided. Based upon the proposal provided and RHA's qualifications and references for similar projects, Staff recommends the City Council award this contract to RHA Landscape Architects Planners, Inc.

FISCAL IMPACT:

The total grant award for the La Placita Parkette project is \$640,000, which includes pre-construction/design and construction costs. The total cost for the pre-construction/design services amounts to \$97,790. As specified by the grant program, the pre-construction/design costs of the project must not exceed twenty-five percent (25%) of the total grant award. RHA's cost proposal is within the specified budget allowable per OGALS.

A total of \$640,000 has been budgeted for design and construction of the La Placita Parkette Renovation project in the 2020-21 Capital Improvement Program (CIP) Budget. As such, sufficient funds exist for the recommended actions. The entire project will be funded by the grant award. No general fund dollars will be expended on this project.

Prepared by:


Veronica Ortiz
Community Services Supervisor

Reviewed and approved:


Karen Crocker
Director of Community Services

Reviewed and approved:


Jessica Brown
Director of Finance

Reviewed and approved:


Damien Arrula
City Administrator

Attachment:

Professional Services Agreement with RHA Landscape Architects Planners, INC.

**CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH
RHA LANDSCAPE ARCHITECTS PLANNERS, INC.**

THIS AGREEMENT is made and entered into this 17TH day of NOVEMBER, 2020 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and RHA LANDSCAPE ARCHITECTS PLANNERS, INC., a CALIFORNIA Incorporation "Consultant").

W I T N E S S E T H:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to design and prepare construction documents for the renovation of La Placita Parkette as more fully described herein; and

B. WHEREAS, Consultant represents that it is "design professional" as that term is defined by California Civil Code Section 2782.8 and has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit "A" (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in the Consultant's Proposal ("Proposal"), attached hereto as Exhibit "A" and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement. Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. Officers and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Administrator or his or her designee. If the quality of work is not

satisfactory, City in its discretion has the right to:

- (a) Meet with Consultant to review the quality of the work and resolve the matters of concern;
- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

Consultant shall, in all solicitations and advertisements for employees placed by, or on behalf of Consultant shall state that all qualified applicants will receive consideration for employment without regard to age, race, color, religion, sex, marital status, national origin, or mental or physical disability. Consultant shall cause the paragraphs contained in this Section to be inserted in all subcontracts for any work covered by the Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

1.6. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense. All insurance requirements contained in this Agreement are independently applicable to any and all subcontractors that Consultant may engage during the term of this Agreement.

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A". Consultant's total compensation shall not exceed Ninety-Nine Thousand and Seven Hundred and Ninety Dollars (\$99,790.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "SCOPE OF SERVICES", an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services.

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "A".

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time

extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 12 months, ending on November 30, 2021 unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least fifteen (15) days prior written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates or abandons a portion of this Agreement such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Consultant fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

The City shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement, immediately upon service of written notice of termination on the Consultant, if the latter should:

- a. Be adjudged a bankrupt;
- b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;
- c. Make a general assignment for the benefit of creditors;
- d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;
- e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or
- f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination within thirty-five (35) days after service of the notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees

set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant. City shall not be liable for any claim of lost profits.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement all the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:

- (a) Broad-form commercial general liability, in a form at least as broad as ISO form #CG 00 01 04 13, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit. If Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Consultant.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, each incident for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of \$1,000,000 per accident for any employee or employees of Consultant. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

Before execution of this Agreement by the City, the Consultant shall file with the Public Works Director/City Engineer the following signed certification:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

The Consultant shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the Public Works Director/City Engineer before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the consultant to comply with this section.

- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

Neither the CITY nor any of its elected or appointed officials, officers, agents, employees, or volunteers makes any representation that the types of insurance and the limits specified to be carried by Consultant under this Agreement are adequate to protect Consultant. If Consultant believes that any such insurance coverage is insufficient, Consultant shall provide, at its own expense, such additional insurance as Consultant deems adequate.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions as worded below.

- (a) Additional insureds: "The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant's sole cost and expense."

- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Placentia, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Placentia shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Placentia, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance and endorsements shall be attached hereto as Exhibit "B" and incorporated herein by this reference.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Administrator or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement. It shall be the Consultant's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the

services and the Consultant shall refer any decision, which must be made by City, to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement and who shall not be changed by Consultant without the express written approval by the City. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement, or the work hereunder may be provided by personal delivery, facsimile or if mailed, shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

RHA Landscape Architects
Planners, I.
6800 Indiana Avenue, Suite 245
Tel: (951) 781-1930
Fax: (951) 686-8091
Attn: Doug Grove

IF TO CITY:

City of Placentia
401 E. Chapman
Placentia, CA 92870
Tel: (714) 993-8232
Fax: (714) 961-0283
Attn: Karen Crocker

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California. Consultant agrees to submit to the personal jurisdiction of such court in the event of such action.

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands,

actions, suits or other legal proceedings arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Consultant shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Consultant shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Consultant further agrees to indemnify and hold City harmless from any failure of Consultant to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. Cooperation. In the event any claim or action is brought against City relating to

Consultant's performance or services rendered under this Agreement, Consultant shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City but shall be made available to the City within ten (10) days of request or within ten (10) days of termination. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, preliminary notes and working documents, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard

to the correction.

6.16. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Consultant's Proposal.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.22. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially

impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.26. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF PLACENTIA,
A municipal corporation

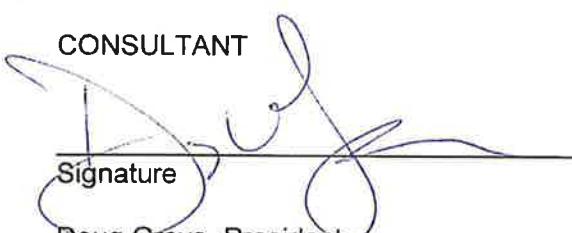
Mayor, Ward Smith

Date: _____

ATTEST:

City Clerk and ex-officio Clerk
of the City of Placentia

CONSULTANT



Signature

Date: 11/3/2020

Doug Grove, President
Name and Title

330092783

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Rosanna Ramirez, Risk Management

Date: _____

APPROVED AS TO CONTENT:

Project Manager

Date: _____

DEPARTMENTAL APPROVAL

Karen Crocker, Director of Community Services

Date: _____

EXHIBIT A
CONSULTANT'S PROPOSAL AND SCOPE OF WORK



PROPOSAL

TO: Karen Crocker
City of Placentia
401 E Chapman Avenue
Placentia, CA 92870

Date: September 27, 2020
Project: La Placita Parkette
RHA Proposal No. 70175

Dear Karen,

RHA Landscape Architects-Planners, Inc. has developed the following scope of services and fee schedule for design services required on the La Placita Parkette project.

PROJECT UNDERSTANDING

We understand the scope is to provide design development and construction drawings for improvements to the park site based on amenities listed in the La Placita Parkette Renovation Project Prop 68 grant application. Improvements will include:

- Playground with rubberized (pour-in-place) surfacing
- Calsense water efficient irrigation controller and irrigation system
- Drought tolerant landscaping including roughly 10 new trees and 80 other plants
- Solar powered lighting
- Removable bollards and/or low fencing along frontage of park
- Multi-functional hydration station
- Picnic tables and benches made from recycled materials
- Trash receptacles with separate compartments for recyclable and landfill materials
- Permeable paving

SCOPE OF SERVICES

1. Project Coordination and Meetings

RHA will prepare and update a project schedule and coordinate the project with you as required. We will be available for project discussions in person, over the phone, and via email. We will manage and coordinate the project internally to ensure it stays on schedule. The design team will attend meetings with you and city staff as required during the course of the project. We have budgeted for five (5) in person meeting as well as additional phone meetings as needed.

2. Design Survey

Records Research – David Beckwith & Associates (DBA) will obtain record maps, notes and tie sheets, available improvement plans, site-specific agency requirements, and available horizontal control as necessary from the appropriate agencies.

Site Control – DBA will establish horizontal and vertical control based upon assumed control.

6800 INDIANA AVENUE, SUITE 245 RIVERSIDE CALIFORNIA 92506
(951) 781-1930 LICENSE #2799 FAX (951) 686-8091

Field Topographic Survey – DBA will perform a field topographic survey for the project site. The survey shall include but not be limited to the following visible improvements: utilities, manholes, valve covers, utility vaults and covers, trees, gutters, curbs, catch basins, driveway openings, sidewalks, parkway drains, building corners, etc.

Record Boundary – DBA will place the property lines of the parcel according to record documents. The boundary survey will determine the property limits based on the location of existing boundary monuments analyzed against lines of record for the subject property.

3. Site Research

RHA will visit the site and take photos and drone video to document existing conditions in the park and surrounding areas.

4. Preliminary Conceptual Plans

RHA will prepare two (2) conceptual park renovation plans based on feedback provided by the City and site visits to the park. These plans will be presented to the City's Parks, Arts, and Recreation Commission at a regularly scheduled public meeting for their review and consideration. The Commission will select a preferred concept plan or a modified preferred concept plan. These plans will be in color and include photos of all proposed site amenities.

5. Geotechnical Investigation and Report

Converse Consultants will conduct a Geotechnical Investigation of the site and prepare a subsequent report providing information on soil types, percolation rates, structural soil conditions, etc.

The Design Team will prepare final engineered Plans, Specifications, and Estimates (PS&E) for the project based on the approved concept plan. The plans and specifications will be prepared and reviewed by the City at the 35%, 65%, and 95% design stages. Plans will be prepared at 1"=40' and will be prepared using the latest version of AutoCAD. The bid specifications and construction documents shall be prepared based on typical Public Works construction and contract administration specifications such as the "Greenbook." We will utilize the City's existing front-end boilerplate bid specifications and contract documents and attach all relevant technical specifications developed by the Design Team for use on this project. All proposed Americans with Disability Act (ADA) improvements must follow current ADA and/or California Building Code regulations. A separate Certified Access Specialist (CASP) retained by the City will plan check all proposed ADA improvements as well as provide inspection services for all ADA improvements constructed as part of this project. The Design Team will account for ADA plan check revisions and we will work closely with the City's CASP consultant to minimize revisions.

6. Precise Grading & Drainage Plans

DBA will prepare one (1) set of precise grading and drainage plans for the approximately 16,000 sf park. Includes design for new hardscape areas including site walkways, playground, and picnic areas as well as the remainder of the softscape areas around the park. Includes agency plan check revisions, construction notes, quantities, and construction details.

7. Non-Priority Project Water Quality Management Plan (WQMP)

DBA will prepare the Non-Priority Project WQMP documents in conformance with the requirements of the Orange County Technical Guidance Document for the Preparation of WQMPs, dated December 2013, to comply with the requirements of the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit for stormwater and non-stormwater discharges from the MS4 within the Santa Ana Region watersheds of North Orange County (No. R8-2009-0030). The WQMP shall analyze the pollutants of concern (POCs) and prescribe structural and non-structural Best Management

Practices (BMPs) in compliance with Low Impact Development (LID) standards. Treatment control BMPs, shall be appropriately sized to meet minimum flow rate/volume mitigation design requirements of the local municipal agency.

8. Demolition Plan

RHA will prepare a demolition plan that will identify all existing items within the proposed improvement area and whether they are to be protected-in-place or removed.

9. Construction Plan & Details

RHA will prepare a construction plan that will locate by dimensioning all site elements. Details will be provided to demonstrate proper construction and installation. This plan will also include the locations and installation details for the solar lights. Electrical plans are not part of the scope and should not be needed due to using solar powered lights.

10. Irrigation Plans & Details

RHA will prepare irrigation plans to provide water to all landscape areas on the site. A Calsense controller will be specified along with a low water use irrigation system. Irrigation charts and schedules will be provided along with details to demonstrate proper installation of all irrigation equipment.

11. Planting Plan & Details

RHA will prepare planting plans and details designating drought tolerant plant selection for all landscape areas on the site. Color photographs and descriptions of all proposed plant material will be provided to the client for review.

12. Specifications

The Design Team will prepare specifications for the proposed improvements.

13. Plan Check Revisions and Coordination

The Design Team will make all necessary revisions to the plans based on plan check comments from the city.

14. Opinion of Probable Construction Cost

RHA will prepare a detailed opinion of probable construction cost at the design development stage and at 100% submittal of the construction documents. The estimate will be a very detailed line item document identifying all of the specific amenities proposed for construction.

15. Bidding and Construction Administration

We understand that the City will coordinate the advertising of the plans and specifications for bidding and hand out all plans and specifications to the contractors. The Design Team will assist the City in preparing addendums, answering questions and attending a pre-bid conference.

The Design Team will review shop drawings, respond to requests for information, attend the preconstruction meeting, make weekly field observation visits of the project during construction to review construction progress as requested by the City. The City's inspector will provide the day-to-day inspection and organize the meetings. We will support the City, advising and making recommendations.

The following duties will be included in the construction administration phase:

- a) A pre-construction conference will be conducted to be attended by the City, Design Team, and the contractor along with major subcontractors for the project. All of the requirements regarding the hours

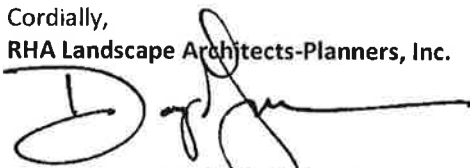
of operation during the length of the construction process will be carefully outlined. All of the required contracts, bonds, and insurance will be reviewed with the contractor. Construction schedules as provided by the contractor along with the schedule of values will be reviewed and approved.

- b) Site visits (a total of 12 visits @ 4 hours/visit have been budgeted) to the job site will be conducted including meetings with the general contractor and the City to ascertain the progress of the project and its compliance with the contract documents. Meeting minutes will be prepared for distribution.
- c) All necessary drawings/specification clarifications will be prepared to further indicate project requirements.
- d) All submittals provided by the contractor as required in the contract documents will be reviewed and approved including shop drawings, samples, and product data. Turnaround time for review of submittals will be one (1) week from receipt of submittals in RHA's office.
- e) Assistance will be provided as to the appropriateness of all testing and inspection related to the project.
- f) Upon completion of the project, a final punch list will be prepared for items to be corrected on the project by the contractor. Assistance will be provided in coordinating all of the required guarantees and operating manuals for all of the components of the irrigation systems.
- g) A final inspection of the park at the conclusion of the landscape maintenance period. We will make recommendations for acceptance by the City as appropriate.
- h) We will prepare as-built record drawings in AutoCAD of the final installation based on as-built redline plans provided by the contractor.

FEE SCHEDULE

PRELIMINARY DESIGN & CONSTRUCTION DOCUMENTS	
Project Coordination and Meetings (5)	\$ 9,200
Design Survey	\$ 4,500
Site Research	\$ 1,140
Preliminary Conceptual Plans	\$ 7,380
Geotechnical Investigation & Report	\$ 7,000
Precise Grading and Drainage Plan	\$ 6,000
Non-Priority Project WQMP	\$ 5,000
Demolition Plan	\$ 4,140
Construction Plan & Details	\$ 7,710
Irrigation Plan & Details	\$ 7,340
Planting Plan & Details	\$ 4,720
Specifications	\$ 4,500
Plan Revisions and Coordination	\$ 4,080
Opinion of Probable Construction Cost	\$ 2,790
Subtotal Dollars	\$ 75,500
Expenses	\$ 2,000
TOTAL	\$ 77,500
BIDDING AND CONSTRUCTION ADMINISTRATION	
Bidding Assistance	\$ 1,480
Construction Site Visits (12 visits)	\$ 7,220
RFI / Change Order Review and Coordination	\$ 3,280
Submittal Review and Coordination	\$ 3,800
As-builts	\$ 1,450
General Construction Coordination	\$ 3,060
Subtotal Dollars	\$ 20,290
Expenses	\$ 2,000
TOTAL	\$ 22,290
TOTAL EXPENSES	\$ 4,000
TOTAL FEES	\$ 95,790
TOTAL DOLLARS	\$ 99,790

Cordially,
RHA Landscape Architects-Planners, Inc.



Doug Grove, RLA, ASLA, LEED AP
President

Authorized by:
City of Placentia

By: _____

Date: _____

ATTACHMENT - 1

NORMAL HOURLY RATES

Principal Landscape Architect	180.00 per hour
Project Manager	130.00 per hour
Landscape Designer	105.00 per hour
Administrative Personnel	80.00 per hour

OUTSIDE CONSULTANTS

Services of outside consultants **not listed in this proposal**, at our direct cost, plus 15% of the actual cost of their services for coordination.

REIMBURSABLE ITEMS

Reimbursable items, such as the cost of blueprinting, graphic reproduction, plotting, FAX and photo copying, at our direct cost plus 15%. Auto travel will be charged at .585 cents per mile.

OVERTIME REQUESTS

It is RHA's responsibility to schedule the project's completion under normal conditions without the use of the staff on an overtime basis. If the Client adjusts the deadline or requests that work be completed earlier than originally scheduled and thus requires overtime, the fees shall be adjusted to cover the increased costs incurred by RHA. The hourly rates for overtime will be one and one-half (1-1/2) times the hourly rates above.

CONDITIONS OF PAYMENT

We will bill on a monthly basis in proportion to the time spent on the project to date. All billing statements are due upon receipt. Interest will be charged at the rate of 1-1/2% per month on the past due balance thirty days and over. Due to increases in wages/benefits, fees and hourly rates are subject to an annual increase of 6%.

NOTICE

Landscape Architects are regulated by the State of California. Any questions concerning a Landscape Architect may be referred to: The Landscape Architects Technical Committee, 400 R Street, Suite 4000, Sacramento, California 95814, (916) 445-4954.

ATTACHMENT-2

ADDITIONAL SERVICES

Additional services shall be performed only when requested or approved by the Client. Compensation for such services shall be in accordance with our Normal Hourly Rates and Reimbursable items per Attach.-1. Additional services may include, but are not limited to:

1. Revisions or modifications to documents, drawings, or specifications when such revisions or modifications are inconsistent with approvals or instructions previously given or are required by the enactment or revision of codes or laws by governmental agencies having jurisdiction over the project subsequent to the preparation of such documents, drawings, or specifications.
2. Any work requested by the City that is not heretofore mentioned.

OWNER'S RESPONSIBILITY

1. The cost of blueprinting, graphic reproduction, plotting, and other reimbursable items per Attachment-1.

OWNERSHIP OF DOCUMENTS

Drawings and specifications shall become the property of the Client at completion of services and payment thereof. RHA, however, does not assume any professional responsibility or liability for use of the drawings or specifications at any location other than this particular site. Architect will hold RHA harmless for any error or omission arising out of the use of the drawings and specifications at any other location and will be responsible for defending RHA from any third party actions because of such use.

INDEMNIFICATION

It is recognized and agreed that the design services provided for in this Agreement will not and cannot be completed until all such services, including field observation services, have been performed in full by RHA. The Client acknowledges that the inability of RHA to complete those services will significantly increase the risk of loss resulting, among other causes, from misinterpretation of the intent of the design, unauthorized modifications thereto, and failure to detect errors and omissions in the plans and specifications before they become costly mistakes built into the project. Therefore, in the event that this agreement is prematurely terminated or that RHA is otherwise precluded from completing the services set forth herein, the Client agrees to hold harmless, indemnify, and defend RHA from and against any and all claims.

LIMITATION OF LIABILITY

The Client agrees to limit RHA's liability to the Client and to all construction contractors and subcontractors on the project due to RHA's negligent acts, errors or omission, such that the total aggregate liability of RHA shall not exceed fifty thousand dollars (\$50,000.00) or the amount of RHA's contractual fee, whichever is greater.

TERMINATION OF AGREEMENT

This agreement may be terminated by either party upon seven (7) days written notice via registered mail, should the other party fail substantially to perform in accordance with its terms through no fault of the other. In the event of termination due to the fault of others, the landscape architect shall be paid his compensation for expenses then due. If a dispute arises under this contract and litigation is instituted, the prevailing party shall be entitled to recover its reasonable attorney fees.

EXHIBIT B
CERTIFICATES OF INSURANCE AND ENDORSEMENTS



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF COMMUNITY SERVICES

DATE: NOVEMBER 17, 2020

SUBJECT: **RESOLUTIONS AUTHORIZING APPROVAL OF GRANT APPLICATIONS FOR THE STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM (ROUND FOUR)**

FISCAL
IMPACT: EXPENSE: \$ 10,440,000 PROP 68 STATE GRANT FUNDS
REVENUE: \$ 10,440,000 PROP 68 STATE GRANT FUNDS

SUMMARY:

In July 2020, the California State Parks, Office of Grants and Local Services (OGALS) announced Round Four (4) of the Statewide Park and Community Revitalization Program (SPP). This competitive grant program will provide funds to create new parks, expand existing parks, and or renovate existing parks in critically underserved communities across California. Multiple rounds of grant funding have been available. For Round Four (4), approximately \$134,000,000 is available during the period of July 2018 – June 30, 2024 for renovations of existing parks. In order to finalize the grant applications, the City Council must adopt resolutions approving the projects. For these applications, the City is requesting grant funds for various improvements at several community parks and plans to resubmit grant applications that were not previously funded in Round Three (3) of the grant program.

RECOMMENDATION:

It is recommended that the City Council take the following actions:

1. Adopt Resolution Nos. R-2020-XX through R-2020-XX, Resolutions of the City Council of the City of Placentia, California, approving the eligible project applications for the Statewide Park Development and Community Revitalization Program for Jaycee Parkette, Kraemer Memorial Park, McFadden Park, and Santa Fe Park; and
2. Find that the eligible projects are exempt from Environmental Review pursuant to Sections 15332, 15301 and 15304 of the CEQA Guidelines, and direct Staff to file a Notice of Exemption; and
3. Authorize the City Administrator, and/or his designee, to execute the necessary documents, in a form approved by the City Attorney.

1. h.
November 17, 2020

DISCUSSION:

The California State Parks OGALS announced Round Four (4) of SPP in July 2020. Funds for this program are provided through Proposition 68 (Prop 68). California voters passed Prop 68 in June 2018 to safeguard natural resources, such as parks and safe drinking water. Approximately \$134,000,000 of Prop 68 funds have been allocated to the State of California and Recreation OGALS to renovate existing parks throughout California for Round Four (4).

This competitive grant program will provide funds to create new parks, expand existing parks, and/or renovate existing parks in critically underserved communities. The maximum grant request per site is \$8,500,000 and no match funding is required. In order to be eligible, sites must meet at least one of the required criteria below.

- Median household income must be below \$56,982 within the project's half-mile radius.
- Park acreage per every 1,000 residents must be below three (3) within the project's half-mile radius.

The Council approved the submission of the six (6) grant projects at the City Council meeting on April 11, 2019 during Round Three (3) of the SPP program. One (1) of the submitted projects was awarded for the renovation of La Placita Parkette during Round Three (3) for a total award of \$640,000. The remaining five (5) project applications that were submitted were not awarded. After careful consideration of the criteria listed above and based upon community need, Staff is recommending to the City Council that the previously submitted grant applications be resubmitted for renovations of four (4) existing parks.

Community meetings were held following the approval of the grant applications at the proposed project sites, from May 2019 – July 2019. Per OGALS, the information gathered at the previously conducted community meetings is still eligible to be submitted with the Round Four (4) applications and will satisfy the community engagement requirement of the grant program. After discussing the proposed projects with community members during the meetings, the final project amenities were established.

Kraemer Memorial Park

Currently, the Teen Center and the Backs Community Building are located at Kraemer Park. Based upon community need and, in an effort, to better utilize these locations, renovations would include the expansion of the Backs Building and building improvements to the Teen Center. The expansion of the Backs Building would allow the relocation of the Senior Center and the Cathy Torrez Learning Center (CTLC) from the Powell Building. By utilizing the expanded space, the Senior Center and CTLC programs would have their own dedicated spaces. Total requested funding for this project is \$7,200,000.

Santa Fe Park

Residents at the Santa Fe Park Community meetings recommended the City consider adding shaded picnic areas and a restroom to the park. If funded, the renovations at Santa Fe Park will include the removal and replacement of a new playground and new rubberized surfacing, the

addition of two (2) new shade structures, and the addition of a prefabricated restroom building. Total requested funding for this project is \$870,000.

Jaycee Parkette

Jaycee Parkette serves as one of the City's "pocket parks" and is located in the La Jolla neighborhood. Residents of the neighborhood recommended the City consider adding lighting and park benches and tables. If funded, renovations to Jaycee Parkette would include removal and replacement of the existing playground and rubberized surfacing, addition of efficient irrigation, landscaping, and lighting. Total requested funding for this project is \$610,000.

McFadden Park

The Neighborhood Services Division operates at McFadden Park and provides assistance programs to all residents. Due to the many services provided, the park is highly utilized and features a community room, swimming pool, and outdoor exercise equipment. Residents of the area suggested that the City consider renovating the playground; adding landscaping and irrigation, a prefabricated restroom building, a shaded picnic structure; and renovating the under-utilized empty field space located on the east end of the park. Total requested funding for this project is \$1,760,000 and would include the addition of a futsal/soccer field.

CEQA:

Staff finds that the projects would be exempt from the California Environmental Quality Act (CEQA) under Title 14, California Code of Regulations Sections 15332 as In-Fill Development, 15301 as an existing facility and 15304 as a minor alteration to land. The projects involve replacements of existing dilapidated playgrounds, rubberized surfacing, park benches, shade structures, lighting, water fountains, and picnic tables. Additionally, the project located at Kramer Park involves renovation of the exiting Backs Building and Teen Center. In applying the in-fill exemption, the projects are consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations; are less than five (5) acres surrounded by urban uses; the proposed developments occur within city limits on project sites of no more than five (5) acres substantially surrounded by urban uses; have no value as endangered species habitats; will not result in significant effects related to traffic, noise, air quality, or water quality; and can be adequately served by all required utilities and public services. In applying the existing facilities exemption, the proposed renovations and equipment replacements of the projects constitute a minor alteration of existing parks. The minor alterations to land exemption applies in that the projects involve a minor alteration to the land that will not result in the removal of healthy, mature, scenic trees.

FISCAL IMPACT:

The total cost of the four (4) proposed projects is \$10,440,000. There will be no fiscal impact to the Fiscal Year 2020-21 General Fund budget as there is no matching fund requirement and the proposed projects will be funded entirely by State grant funds. Should the City be awarded the grants, Staff will set up a project number and appropriate revenue and expenditures equal to the grant awards.

Prepared by:


Veronica Ortiz
Community Services Supervisor

Reviewed and approved:

 for Karen Crocker
Karen Crocker
Director of Community Services

Reviewed and approved:


Jessica Brown
Director of Finance

Reviewed and approved:


Damien R. Arrula
City Administration

Attachments:

1. Resolution R-2020-XX – Jaycee Parkette
2. Resolution R-2020-XX – Kraemer Memorial Park
3. Resolution R-2020-XX – McFadden Park
4. Resolution R-2020-XX – Santa Fe Park

RESOLUTION NO. R-2020-66

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA APPROVING THE APPLICATION FOR STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM GRANT FUNDS – JAYCEE PARKETTE

A. Recitals

(i). WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Development and Community Revitalization Grant Program, setting up necessary procedures governing the application; and

(ii). WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

(iii). WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project;

B. Resolution

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF PLACENTIA DOES HEREBY: APPROVE THE FILING OF AN APPLICATION FOR THE JAYCEE PARKETTE; AND

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project; and

2. Certifies that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project, and

3. Certifies that said Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and

4. Delegates the authority to the City Administrator to conduct all negotiation, sign and submit all documents, including, but not limited to applications, agreements; amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and

5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulation and guidelines.

6. Will consider promoting inclusion per Public Resources Code 80001(b)(8 A-G).

APPROVED and ADOPTED this 17th day of November 2020.

Ward Smith, Mayor

ATTEST:

Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert S. McKinnell, City Clerk of the City of Placentia do hereby certify that the foregoing Resolution R-2020-66 was duly adopted at a regular meeting of the City Council held on the 17th day of November 2020 by the following vote:

AYES:	Councilmembers:
NOES:	Councilmembers:
ABSENT:	Councilmembers:
ABSTAIN:	Councilmembers:

Robert McKinnell, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

RESOLUTION NO. R-2020-67

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA APPROVING THE APPLICATION FOR STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM GRANT FUNDS – KRAEMER MEMORIAL PARK

A. Recitals

(i). WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Development and Community Revitalization Grant Program, setting up necessary procedures governing the application; and

(ii). WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

(iii). WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project;

B. Resolution

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF PLACENTIA DOES HEREBY: APPROVE THE FILING OF AN APPLICATION FOR THE KRAEMER MEMORIAL PARK; AND

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project; and

2. Certifies that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project, and

3. Certifies that said Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and

4. Delegates the authority to the City Administrator to conduct all negotiation, sign and submit all documents, including, but not limited to applications, agreements; amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and

5. Agrees to comply with all applicable federal, state, and local laws, ordinances, rules, regulation and guidelines.

6. Will consider promoting inclusion per Public Resources Code 80001(b)(8 A-G).

APPROVED and ADOPTED this 17th day of November 2020.

Ward Smith, Mayor

ATTEST:

Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert S. McKinnell, City Clerk of the City of Placentia do hereby certify that the foregoing Resolution R-2020-67 was duly adopted at a regular meeting of the City Council held on the 17th day of November 2020 by the following vote:

AYES:	Councilmembers:
NOES:	Councilmembers:
ABSENT:	Councilmembers:
ABSTAIN:	Councilmembers:

Robert McKinnell, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

RESOLUTION NO. R-2020-68

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA APPROVING THE APPLICATION FOR STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM GRANT FUNDS – MCFADDEN PARK

A. Recitals

(i). WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Development and Community Revitalization Grant Program, setting up necessary procedures governing the application; and

(ii). WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

(iii). WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project;

B. Resolution

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF PLACENTIA DOES HEREBY: APPROVE THE FILING OF AN APPLICATION FOR THE MCFADDEN PARK; AND

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project; and

2. Certifies that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project, and

3. Certifies that said Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and

4. Delegates the authority to the City Administrator to conduct all negotiation, sign and submit all documents, including, but not limited to applications, agreements; amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and

5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulation and guidelines.

6. Will consider promoting inclusion per Public Resources Code 80001(b)(8 A-G).

APPROVED and ADOPTED this 17th day of November 2020.

Ward Smith, Mayor

ATTEST:

Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert S. McKinnell, City Clerk of the City of Placentia do hereby certify that the foregoing Resolution R-2020-68 was duly adopted at a regular meeting of the City Council held on the 17th day of November 2020 by the following vote:

AYES:	Councilmembers:
NOES:	Councilmembers:
ABSENT:	Councilmembers:
ABSTAIN:	Councilmembers:

Robert McKinnell, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

RESOLUTION NO. R-2020-69

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA APPROVING THE APPLICATION FOR STATEWIDE PARK DEVELOPMENT AND COMMUNITY REVITALIZATION PROGRAM GRANT FUNDS – SANTA FE PARK

A. Recitals

(i). WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of the Statewide Park Development and Community Revitalization Grant Program, setting up necessary procedures governing the application; and

(ii). WHEREAS, said procedures established by the State Department of Parks and Recreation require the Applicant to certify by resolution the approval of the application before submission of said application to the State; and

(iii). WHEREAS, successful Applicants will enter into a contract with the State of California to complete the Grant Scope project;

B. Resolution

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF PLACENTIA DOES HEREBY: APPROVE THE FILING OF AN APPLICATION FOR THE SANTA FE PARK; AND

1. Certifies that said Applicant has or will have available, prior to commencement of any work on the project included in this application, the sufficient funds to complete the project; and

2. Certifies that if the project is awarded, the Applicant has or will have sufficient funds to operate and maintain the project, and

3. Certifies that said Applicant has reviewed, understands, and agrees to the General Provisions contained in the contract shown in the Grant Administration Guide; and

4. Delegates the authority to the City Administrator to conduct all negotiation, sign and submit all documents, including, but not limited to applications, agreements; amendments, and payment requests, which may be necessary for the completion of the Grant Scope; and

5. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulation and guidelines.

6. Will consider promoting inclusion per Public Resources Code 80001(b)(8 A-G).

APPROVED and ADOPTED this 17th day of November 2020.

Ward Smith, Mayor

ATTEST:

Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert S. McKinnell, City Clerk of the City of Placentia do hereby certify that the foregoing Resolution R-2020-69 was duly adopted at a regular meeting of the City Council held on the 17th day of November 2020 by the following vote:

AYES:	Councilmembers:
NOES:	Councilmembers:
ABSENT:	Councilmembers:
ABSTAIN:	Councilmembers:

Robert McKinnell, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: ACTING DEPUTY CITY ADMINISTRATOR

DATE: NOVEMBER 17, 2020

SUBJECT: **DISCUSSION AND ADOPTION OF JOINT POWERS AGREEMENT AND BYLAWS FOR CALIFORNIA INTERGOVERNMENTAL RISK AUTHORITY WHICH PERMITS THE MERGER OF THE PUBLIC RISK SHARING AUTHORITY OF CALIFORNIA AND THE REDWOOD EMPIRE MUNICIPAL INSURANCE FUND**

FISCAL

IMPACT: Potential future savings based on being able to spread risks and operating costs to a larger base of members

SUMMARY:

The City of Placentia participates in an intergovernmental arrangement through which a group of cities and towns (referred to as members) contribute to a shared fund that pays for liability claims and provides risk management services. This fund is commonly referred to as an insurance pool (Pool). Pools are empowered to exist through the sections of the California Government Code known as a Joint Powers Authority (JPA), which allow two or more like entities to pool funds and pay for claims.

Public entity pools are fundamentally different from conventional insurance. The primary purpose of any public entity pool is to manage and reduce underlying risks to the benefit of public entity members and the public at large. Conventional insurers exist primarily to finance losses, while public pools are collaborating partners that help public entities create, foster, and manage safe environments in order to minimize personal, physical, and property damages and losses. Our Pool functions as an extension of the City of Placentia and is governed by a Board of Directors comprised of members in the pool.

RECOMMENDATION:

It is recommended that the City Council take the following action:

Adopt the Amended and Restated Joint Exercise of Powers Agreement and Bylaws for the California Intergovernmental Risk Authority (formerly Public Agency Risk Sharing Authority of California), which permits the merger of the Public Agency Risk Sharing Authority of California and the Redwood Empire Municipal Insurance Fund.

1. i.
November 17, 2020

DISCUSSION:

The Redwood Empire Municipal Insurance Fund (REMIF) is a public entity pool representing 15 small to medium sized cities/towns. It was formed in 1976 with a mission to provide workers' compensation coverage in response to increasing and unaffordable commercial rates. Coverage was expanded in the mid-1980's to include liability coverage and other services. Other lines of coverage have been added since that time, which are outlined further below.

The Public Agency Risk Sharing Authority of California (PARSAC) is a public entity pool representing 34 small to medium sized cities/towns and one fire district. It was formed in 1986 with a mission to provide liability coverage in response to the insurance crisis that eliminated commercial coverage for cities. Coverage was expanded in 1990 to include workers' compensation coverage and other services. Other lines of coverage have been added since that time, which are outlined further below.

PARSAC and REMIF provide a pooled liability program, pooled workers' compensation program, coverage for group purchased property, Board of Directors/Public Officials Errors and Omissions, auto physical damage, special events, fidelity bonds, cyber liability, and other ancillary benefits. REMIF has a pooled medical/health program.

Through PARSAC's fiscally conservative approach, their liability and workers' compensation programs are funded in excess of the 90% confidence level.

Both pools focus on managing and maintaining a financially stable risk sharing pool for members, and the Board of Directors have a conservative funding and investment philosophy. They share a similar philosophy of embracing diverse opinions, having discussions that are constructive and collaborative, encouraging participation from the members, balancing member interests with those of the pool, and working together towards a greater good.

Both pools also share a similar culture in that the pool is member-owned, member-governed, member-driven and exists to serve its members. The organizations are also similar in that they serve small to medium sized cities/towns and share a similar footprint in Northern California, while PARSAC has presence throughout the State.

A comparison matrix of the lines of coverage and services offered by both pools are attached to this staff report.

Given the similarities between the two agencies, REMIF and PARSAC explored a strategic partnership which led to a proposed merger between the two organizations. Rather than one pool merging into the other, the Boards of Directors for the pools directed the creation of a new pool called the California Intergovernmental Risk Sharing Authority (CIRA). The benefits associated with the merger include sharing resources, sharing expenses, and drawing upon strengths from other members. Benefits also include succession planning; more robust, stable programs; shared training resources, long term program sustainability and eliminating redundancies. While a merger could have realized savings to the members of both pools, the intent of the merger between

PARSAC and REMIF is to have long-term stability and sustainability while adding depth and breadth to their agencies capabilities with the singular goal of better serving their membership.

After more than a year of in-depth analysis of the merger, the Board of Directors for both pools directed the merger of the organizations, effective July 1, 2021, creating a new pool: CIRA. To proceed the individual members must seek adoption of the attached CIRA agreements. Staff is recommending that the City Council adopt the CIRA Joint Powers Agreement and Bylaws, and further direct Staff to work with CIRA on steps necessary to complete the merger.

FISCAL IMPACT:

The merger will consolidate the operations and expenses of both pools. CIRA will work towards eliminating redundant expenses which will lower long-term operating costs. Consolidating operations will also achieve greater economies of scale and improve service delivery. CIRA will be in a better position to leverage its larger size for better services, rates, and coverage with service providers and excess insurers. A larger organization will also result in more predictable funding and reserving forecasts (with more available data), which reduces the likelihood of future assessments. The merged organization will be more fiscally viable and provide greater long-term stability and sustainability to its members.

Prepared by:



Rosanna Ramirez
Acting Deputy City Administrator

Reviewed and approved:



Jessica Brown
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. CIRA Joint Powers Agreement
2. CIRA Bylaws
3. CIRA FAQ
4. Comparison of Lines of Coverage between PARSAC and REMIF

**AMENDED AND RESTATED
JOINT EXERCISE OF POWERS AGREEMENT
OF THE
CALIFORNIA INTERGOVERNMENTAL RISK AUTHORITY
(formerly Public Agency Risk Sharing Authority of California)**

This Amended and Restated Joint Exercise of Powers Agreement of the California Intergovernmental Risk Authority ("CIRA" or "Authority") ("Agreement"), formerly known as the Public Agency Risk Sharing Authority of California ("PARSAC"), is entered into by and among the public entities, hereafter referred to as "Members", each of which is organized and existing under the laws of the State of California and is a signatory to this Agreement and listed in Appendix "A", attached hereto and made a part hereof. This Agreement supersedes the Public Agency Risk Sharing Authority of California [PARSAC] Joint Powers Agreement dated May 25, 2017 as of, and is effective on, July 1, 2021 ("Effective Date").

RECITALS

1. The Authority was originally created as the California Municipal Insurance Authority effective May 21, 1986 pursuant to that certain Joint Powers Agreement Creating the California Municipal Insurance Authority ("Original JPA Agreement"). The Original JPA Agreement was revised and restated effective July 1, 1989 and then again effective November 19, 1993 when the original name was changed to the Public Agency Risk Sharing Authority of California. Subsequent restatements were approved effective May 31, 1996, December 13, 2002, December 12, 2003, May 20, 2005, May 31, 2007, and May 26, 2011. The most recent restatement is the PARSAC Joint Powers Agreement which was approved effective May 25, 2017 ("PARSAC Agreement").
2. Labor Code Section 3700 authorizes public entities, including members of a pooling arrangement under a joint powers authority, to fund their own workers' compensation claims.
3. Government Code Sections 989 and 990 authorize a local public entity to insure itself and its employees against tort or inverse condemnation liability.
4. Government Code Section 990.4 authorize a local public entity to fund insurance and self-insurance in any desired combination.
5. Government Code Section 990.6 provides that the cost of insurance is an appropriate public expenditure.
6. Government Code Section 990.8 authorizes two or more local public entities to enter into an agreement to jointly fund such expenditures under the authority of the Joint Exercise of Powers Act (Gov. Code Section 6500 et seq.).
7. Government Code Section 6500 et seq. authorizes two or more public entities to jointly exercise, under an agreement, any power which is common to each of them.
8. Each Member that is a party to this Agreement desires to join with the other Members to fund programs of insurance for workers' compensation, liability, property and other coverages to be determined and for other purposes set forth in this Agreement.

9. The governing body of each Member has determined that it is in the Member's own best interest, and in the public interest, to execute this Agreement and participate as a Member of the Authority.

In consideration of the recitals, mutual benefits, covenants, and agreements set forth in this Agreement, the Members agree as follows:

**ARTICLE I.
CALIFORNIA INTERGOVERNMENTAL RISK AUTHORITY
AS SUCCESSOR TO AND EXPANSION OF PARSAC**

- A. Authority Created. The Authority was originally formed on May 21, 1986 as the California Municipal Insurance Authority by operation of the Original JPA Agreement and subsequently renamed as the Public Agency Risk Sharing Authority of California effective November 19, 1993. The Authority was, and is, formed pursuant to the provisions of Article I (commencing with Section 6500) of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California ("Code"), which authorizes two or more public agencies, by a joint powers agreement entered into respectively by them and authorized by their legislative or governing bodies, to exercise jointly any power or powers common to the member agencies.
1. Name Change. As of the Effective Date, the Public Agency Risk Sharing Authority of California shall be known as the California Intergovernmental Risk Authority, hereinafter referred to as "CIRA" or the "Authority."
2. Separate Entity. Pursuant to Code Sections 6506 and 6507, from its inception, the Authority has, is, and shall be a public entity separate and independent from the Members which is governed exclusively by the Authority's Board of Directors ("Board").
- B. Membership in the Authority as of the Effective Date. As of the Effective Date, the membership of the Authority shall consist of the members of PARSAC and the members of the Redwood Empire Municipal Insurance Fund ("REMIF"), with respect to only those that have approved this Agreement as of the Effective Date, as listed in Appendix "A".
- C. Future Membership. Membership in the Authority is open to public entities throughout the State of California, if such public entities meet the requirements specified in the Bylaws and are approved by the Board.

**ARTICLE II.
PURPOSE**

The purpose of the Authority is to exercise the powers of the Members to jointly accomplish the following:

- A. Develop comprehensive Programs with the objective to reduce the cost of risk against which the Members are authorized or required to protect against by insurance, self-insurance, or pooling. Such Programs may include, but are not limited to, coverages for tort liability, workers'

compensation, employee health benefits, loss to real or personal property, or liability arising out of the ownership, maintenance, or use of real or personal property.

- B. The design of the Programs may evolve with the needs of the Members and in accordance with contemporary economic and financial conditions. Programs may therefore operate on an insured, pooled, self-funded, or other appropriate basis whereby the Members share some portion, or all, of the costs of Program losses.
- B. Jointly secure administrative and other services including, but not limited to, general administration, underwriting, risk management, loss prevention, claims adjusting, data processing, brokerage, accounting, legal and other services related to any authorized purpose.

ARTICLE III.

PARTIES TO THE AGREEMENT AND RESPONSIBILITIES OF MEMBERS

- A. Each Member represents and warrants that it intends to, and does hereby, contract with all other Members listed in Appendix "A", and any new members admitted to the Authority. Each Member also represents and warrants that the withdrawal or expulsion of any Member shall not relieve any Member of its rights, obligations, liabilities or duties under this Agreement or the individual Programs in which the Member participates.
- B. Each Member agrees to be bound by and to comply with all the terms and conditions of the Governing Documents and any Resolution or other action adopted by the Board as they now exist or may hereinafter be adopted or amended. Each Member assumes the obligations and responsibilities set forth in the Governing Documents, as they may be amended.
- C. Each new Member agrees to participate for a minimum of five years, except that members of PARSAC and REMIF as of June 30, 2021 must continue for a minimum of two years thereafter. Also, each new Member agrees to meet its obligations and responsibilities as set forth in the Governing Documents.

ARTICLE IV.

POWERS

The Authority shall have the powers common to its Members. As provided by Government Code Section 6509, the Authority's power is subject to the restrictions upon the manner of exercising the power of the Member specified in the Bylaws. Under this Agreement, the Authority is authorized, in its own name, to do all acts necessary and to exercise such common powers to fulfill the purposes of this Agreement, including but not limited to the following:

- A. Make and enter contracts;
- B. Employ agents and employees;
- C. Incur debts, liabilities or obligations;
- D. Receive, collect, invest, and disburse funds;

- E. Receive contributions and donations of property, funds, services and other forms of assistance;
- F. Acquire, construct, manage, maintain, hold, lease or dispose of real and personal property; and
- G. Sue and be sued in its own name and settle any claim against it.

**ARTICLE V.
BOARD OF DIRECTORS**

- A. The Authority shall be governed by the Board. Each Member shall appoint a representative to the Board and an alternate representative, each of whom shall meet the parameters set forth in the Bylaws. In the absence of a resolution of the Board providing otherwise, representatives and alternates will serve without compensation by the Authority.
- B. The Member's representative and/or alternate representative shall be removed from the Board upon the occurrence of any one of the following events: (1) the expulsion or withdrawal of the Member from the Authority; (2) the death or resignation of the Member representative; (3) the Member gives notice that the Member representative is no longer employed by the Member; or (4) as otherwise provided in the Authority's Bylaws.
- C. The Board shall exercise all powers and conduct all business of the Authority, either directly or by delegation of authority to committees or other bodies or individuals.

**ARTICLE VI.
ADMINISTRATION OF PREEXISTING OBLIGATIONS**

- A. All liabilities and obligations of the Authority existing prior to the Effective Date ("Preexisting Obligations") will be administered under the terms and conditions of the PARSAC Agreement. For this purpose, the PARSAC Agreement in effect on June 30, 2021, which is attached hereto as Appendix B, is hereby made a part of this Agreement and incorporated herein by this reference.
- B. The Board shall appoint a committee made up of representatives of Authority members that were members prior to the Effective Date to make recommendations to the Board regarding the administration of the Preexisting Obligations. As to specific agenda items relating to such matters, only Directors representing Members who were members of the Authority prior to the Effective Date may vote, and as to such items, a quorum shall be determined solely by reference to the number of Members that were members of the Authority prior to the Effective Date.
- C. All assets of the Authority existing on June 30, 2021 shall be reserved by the Authority for the sole purpose of administering the Preexisting Obligations. Similarly, all assets of REMIF shall be used exclusively for the purpose of administering the obligations of REMIF.

**ARTICLE VII.
OFFICERS**

- A. The Board shall elect a President, Vice-President, Treasurer, and Auditor/Controller. The President, Vice-President, and Auditor/Controller must be Directors. The General Manager shall serve as Secretary of the Board. The manner of election and term of office of elected officers and their authority and responsibilities shall be as set forth in the Authority's Bylaws. If any of the elected officers ceases to be a Member's representative, the resulting vacancy shall be filled as provided in the Authority's Bylaws. The Board may elect such other officers as it considers necessary.
- B. As permitted by Government Code Section 6505.6, the Treasurer shall comply with the duties and responsibilities set for the subdivisions (a) through (d) of Government Code Section 6505.5, and shall cause an independent audit to be made by a certified public accountant, or public accountant, in compliance with Government Code Section 6505. The Treasurer will have no vote on the Board unless the Treasurer is also a Director.
- C. The Board shall appoint a General Manager who shall act as Secretary of the Board and as the Chief Administrative Officer of the Authority. Although an officer, the General Manager shall not have a vote on the Board or any committee of the Authority.

**ARTICLE VIII.
MEETINGS AND RECORDS**

- A. Not less than once a year, the Board and all standing committees shall hold regular meetings as set forth in the Bylaws of the Authority. Special meetings may be called as provided in the Bylaws.
- B. All meetings of the Board, and appointed committees, including without limitation, regular, adjourned regular, and special meetings, shall be called, noticed, held, and conducted in accordance with the Ralph M. Brown Act (Section 54950 et. seq. of the Government Code).
- C. Minutes of regular, adjourned regular, and special meetings of the Authority shall be kept under the direction of the Secretary. After each meeting, the Secretary shall cause copies of the minutes to be forwarded to each Board member for review and approval at the next regular meeting.

**ARTICLE IX.
BUDGET**

The Board shall adopt an annual budget prior to the beginning of each Fiscal Year.

**ARTICLE X.
REGULAR AUDITS AND REVIEWS**

- A. The Board shall cause an annual financial audit of the accounts and records to be prepared by a Certified Public Accountant in compliance with California Government Code Sections 6505 and

6505.5 or 6505.6 with respect to all receipts, disbursements, other transactions and entries into the books of the Authority. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Government Code Section 26909 and shall conform to generally accepted accounting standards. A report of each such audit shall be filed as a public record with the Board, each of the Members, and the auditor/controller of the county in which the Authority's administrative office is located. The report shall be filed within twelve months of the end of the fiscal year under examination. The Authority shall pay all costs for such financial audits.

- B. The Board shall cause an annual actuarial review to be prepared for each of the Programs of the Authority and a report of such actuarial review shall be made available for inspection by the Board and the Members. The Authority shall pay all costs for such actuarial review.
- C. The Board shall cause a claims audit of the administration of the claims for each of the Programs of the Authority at least biannually. A report of such claims review shall be made available for inspection by the Board and the Members. The Authority shall pay all costs for such claims reviews.

ARTICLE XI. ADMISSION OF NEW MEMBERS

- A. Any public entity eligible for membership as stated in Article I may apply for membership in the Authority and participation in one or more of the Authority's Programs at any time. To be considered, the applicant must submit any documentation or information requested by the Authority and pay any costs required to analyze their application and determine their initial contribution.
- B. The Authority shall review all applications by potential new members to determine if they meet the requirements provided for in the Bylaws and any relevant Board policies to determine whether and on what conditions to admit the applicant.
- C. Upon approval for membership by two-thirds vote of the Board, to become a Member the applicant must execute this Agreement and pay any contributions or premiums required to participate in the Program(s) for the initial Program Year in which the applicant will participate.

ARTICLE XII. WITHDRAWAL

- A. After the initial commitment period described in Article III, any Member which enters a Program may withdraw from that Program by compliance with the requirements stated in the Bylaws for withdrawal from the Program.
- B. Withdrawal of a Member does not terminate its rights to coverage arising under any Program in which it participated for the years in which it participated. A Member that has withdrawn from a Program may later seek to renew participation in the Program subject to any terms and conditions set forth in the Bylaws.

- C. A Member that has withdrawn from all of the Authority's Programs shall no longer have a right to a representative on the Board, but shall remain liable for assessments and other obligations arising from the Program Years in which it participated.
- D. As soon as administratively feasible after the Effective Date, the Members of the Authority shall agree on the method of apportioning the CalPERS retirement obligations of the Authority in the event of a default event as defined by Government Code Section 6508.2. Until such time, and in the event of a default event, the terms of the Public Agency Risk Sharing Authority of California (PARSAC) Agreement for Apportion of Retirement Obligations dated May 25, 2017, and attached hereto as Exhibit "C", shall apply with respect to all Members of the Authority.

ARTICLE XIII. EXPULSION

The Board may expel any Member from the Authority and/or from a Program for material breaches of the Governing Documents consistent with the provisions of the Bylaws, subject to any warning or probationary provisions in the Governing Documents. Expulsion does not terminate the obligations of either the Authority or the Member incurred prior to the expulsion.

ARTICLE XIV. TERMINATION AND DISTRIBUTION

- A. This Agreement shall continue in full force and effect until terminated. Termination of this Agreement shall also constitute the termination of all Programs. This Agreement may be terminated at any time by the vote of three-fourths of the Members; provided, however, that this Agreement and CIRA shall continue to exist for the purpose of disposing of all claims and paying its obligations for employees' health and pension benefits, before the distribution of assets, and any other functions necessary to wind up the affairs of CIRA.
- B. Upon termination of this Agreement, all assets of each Program of CIRA shall be distributed among the Members which participated in such Programs, in accordance with the retrospective premium adjustment process in effect during the term of this Agreement. Such distributions shall be determined within six [6] months after the disposal of the last pending claim or other liability covered by all Programs of the Authority. The Board may in its sole discretion determine that earlier distributions are appropriate as to Programs for which there remains no claim or liability.
- C. Following the termination of this Agreement, any Member which was a participant in any Program of CIRA shall pay any additional amount of premium, determined by the Board or its designee in accordance with a retrospective premium adjustment, which may be necessary to enable final disposition of all claims arising from losses under that Program during the Member's period of participation.
- D. The Board is vested with all powers of CIRA for the purpose of concluding and dissolving the business affairs of CIRA. The Board may designate legal counsel and any committee or person to carry out a plan of dissolution adopted by the Board.

ARTICLE XV.
LIABILITY OF MEMBERS, DIRECTORS, OFFICERS, AND COMMITTEE MEMBERS

- A. Pursuant to Government Code section 6508.1, except as to liabilities to a public retirement system, the debts, liabilities, and obligations of the Authority shall not constitute debts, liabilities, or obligations of any Member. However, each Member shall remain liable to the Authority for contributions assessed by the Authority to pay its debts, liabilities, or obligations.
- B. The debts, liabilities or obligations incurred by either PARSAC or REMIF prior to the Effective Date shall not constitute the debts, liabilities or obligations of the other. Notwithstanding the preceding, the Authority intends to be the successor to the CalPERS pension obligations of REMIF pursuant to California Government Code Section 20508. As such, the liability to CalPERS with respect to service credited under REMIF's CalPERS contract, and the continuing liability to CalPERS of the Authority with respect to service credit accrued both prior to and after the Effective Date under the Authority's CalPERS contract, shall be the contractual liability of the Authority. The Authority and REMIF shall separately enter into an agreement to provide for the allocation of liability, and the payment of related contributions, with respect to service credit accrued prior to the Effective Date.
- C. The representatives to the Board of Directors and to each of the Programs and any officer, employee, contractor, or agent of the Authority shall use ordinary care and reasonable diligence in the exercise of their power and in the performance of their duties under this Agreement. Directors, officers, committee members of the Authority shall be liable for any act or omission within the scope of their office or employment by the Authority only in the event that they act or fail to act because of actual fraud, corruption, or actual malice or willfully fail or refuse to conduct the defense of a claim or action in good faith or to reasonably cooperate in good faith in the defense conducted by the Authority.
- D. The Authority shall defend and indemnify its directors, officers, and employees to the same extent as any other public entity of the State of California is obliged to defend and indemnify its employees pursuant to Government Code Section 825, et seq., or other applicable provisions of law. Nothing herein shall limit the right of the Authority to purchase insurance to satisfy this obligation.
- E. The Authority shall indemnify, protect, defend, and hold harmless each and all of the Members, and their officials, agents, and employees, for and from any and all liability, claims, causes of action, damages, losses, judgments, costs, or expenses (including attorney fees) resulting from an injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement by the Authority, by one or more of the Members, or any of their officials, employees, agents, or independent contractors.

**ARTICLE XVI.
NOTICES**

Notices to each Member under this Agreement shall be sufficient if mailed to its respective address on file with the Authority. Any Member may designate any other address in substitution of the foregoing address to which such notice will be given at any time by giving five days written notice to the Authority and all other Members.

**ARTICLE XVII.
AMENDMENTS**

This Agreement may be amended at any time with the approval of two-thirds of the Directors on the Board acting with the approval of their governing bodies, except that any amendment that reduces the voting requirement for termination of the Authority must be approved by three-fourths of the Directors on the Board acting with the approval of their governing bodies. Authority of the Member representative (director) to give such approval may be delegated such in advance by the Member's governing body, or in the absence of such prior delegation by action of a Member's governing body to approve the proposed amendment. The amended Agreement shall take effect on the first day of the month following the Authority's receipt of notice of approval by two-thirds of the Members, unless otherwise stated in the Amendment, and once effective shall apply to all Members regardless of whether a particular Member approved the amendment. Refusal to execute or comply with the amended Agreement shall be a basis for expulsion of the Member. A Member that does not approve of the amendment may withdraw from the Authority and all its Programs at the end of the fiscal year next following the effective date of the amendment, notwithstanding the five-year minimum commitment provided for in Article III, Section C.

**ARTICLE XVIII.
SEVERABILITY**

Should any portion, term, condition, or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions, and provisions shall not be affected thereby.

**ARTICLE XIX.
COMPLETE AGREEMENT**

The foregoing constitutes the full and complete Agreement of the parties. There are no oral understandings or agreements not set forth in writing herein, except as to the Bylaws.

**ARTICLE XX.
TERM OF AGREEMENT**

This Agreement shall become effective upon execution, and shall continue in effect until satisfaction of all obligations created hereunder following termination of the Authority created by this Agreement.

**ARTICLE XXI.
COUNTERPARTS**

The Agreement may be executed in multiple counterparts, each of which shall be considered an original.

**ARTICLE XXII.
ARBITRATION**

Any controversy arising out of this Agreement shall be submitted to binding arbitration, which shall be conducted in accordance with the provisions of the California Arbitration Act (California Code of Civil Procedure § 1280 et seq.).

**ARTICLE XXIII.
FORCE MAJEURE**

No party will be deemed to be in default where failure or delay in performance of any of its obligations (other than payment obligations) under this Agreement is caused by floods, earthquakes, other Acts of God, fires, wars, riots or similar hostilities, actions of legislative, judicial, executive, or regulatory government bodies or other cause, without fault and beyond the reasonable control of such party ("Force Majeure"). If any such events shall occur, the time for performance by such party of any of its obligations under this Agreement will be extended by the parties for the period of time that such events prevented such performance. Upon the occurrence of an event of Force Majeure, the affected party shall: (i) promptly notify the other parties of such Force Majeure event, (ii) provide reasonable details relating to such Force Majeure event and (iii) implement mitigation measures to the extent reasonable.

**ARTICLE XXIV.
DEFINITIONS**

The following definitions shall apply to the provisions of this Agreement and the Bylaws of the Authority:

- A. "Agreement" shall mean this Agreement, as it may be amended from time to time, creating the California Intergovernmental Risk Authority.
- B. "Board" or "Board of Directors" shall mean the governing body of the Authority.
- C. "Bylaws" shall mean the Bylaws attached to this Agreement, as amended from time to time by the Board consistent with the amendment provisions in the Bylaws.

- D. "Claim(s)" shall mean demand(s) made against the Member arising out of occurrences which are covered or alleged to be covered by the Authority's Memorandums of Coverage or policies of insurance.
- E. "Fiscal Year" shall mean the period of time commencing on July 1 of each year and ending on June 30 of the following year.
- F. "Governing Documents" shall mean this Agreement, the Bylaws of the Authority, each Program's Memorandum of Coverage, the Master Program Document, , and any other document stipulated as a Governing Document in the Bylaws or by action of the Board.
- G. "Insurance" shall mean insurance or reinsurance purchased by the Authority to cover Claims against or losses of the Authority and/or its Members.
- H. "Jurisdiction" shall mean the territory in which the Authority may exercise its powers; i.e., the State of California.
- I. "Member" shall mean any public entity authorized to be a member of a Joint Powers Authority, which is a party to this Agreement and is participating in one or more Programs.
- J. "Memorandum of Coverage" shall mean a document issued by the Authority for each Program specifying the coverages and limits provided to the Members participating in the Program.
- K. "Participation" or "participating" shall refer to a Member that has elected to join and take part in a Program.
- L. "Pooling" shall mean group self-insurance as allowed by Government Code section 990.8, Labor Code section 3700, or any other applicable law.
- M. "Program" shall mean those coverage programs of risk sharing, insurance, self-insurance, pooling and risk management services created by the Authority to manage specific types of risks.
- N. "Program Year" shall mean the annual period in each Program to be segregated for determination of coverage premiums or assessments.
- O. "Risk Management" shall mean the process of identifying, evaluating, reducing, transferring, and eliminating risks. Risk Management includes, but is not limited to, various methods of funding claims payments, purchasing insurance, legal defense of claims, controlling losses, and determining self-insured retention levels and the amount of reserves for potential claims.

IN WITNESS WHEREOF, the undersigned party hereto has executed this Agreement on the date indicated below.

California Intergovernmental Risk Authority ["CIRA"]

Date: _____ By: _____
Name/Title

Attest: _____
Secretary, CIRA

Member Entity: _____

Date: _____ By: _____
Name/Title

Attest: _____
City/Town Clerk

APPENDIX "A"

CALIFORNIA INTERGOVERNMENTAL RISK AUTHORITY MEMBERS

- | | |
|----------------------------|---|
| 1. City of Arcata | 27. City of Point Arena |
| 2. City of Amador City | 28. City of Rancho Cucamonga |
| 3. City of Avalon | 29. Rancho Cucamonga Fire Protection District |
| 4. City of Belvedere | 30. City of Rancho Santa Margarita |
| 5. City of Blue Lake | 31. City of Rohnert Park |
| 6. City of California City | 32. City of San Juan Bautista |
| 7. City of Calimesa | 33. City of Sebastopol |
| 8. City of Calistoga | 34. City of Sierra Madre |
| 9. City of Citrus Heights | 35. City of Sonoma |
| 10. City of Clearlake | 36. City of South Lake Tahoe |
| 11. City of Cloverdale | 37. City of St. Helena |
| 12. City of Coalinga | 38. City of Tehama |
| 13. City of Cotati | 39. City of Trinidad |
| 14. City of Eureka | 40. Town of Truckee |
| 15. City of Ferndale | 41. City of Twentynine Palms |
| 16. City of Fort Bragg | 42. City of Ukiah |
| 17. City of Fortuna | 43. City of Watsonville |
| 18. City of Grass Valley | 44. City of Wheatland |
| 19. City of Healdsburg | 45. City of Wildomar |
| 20. City of Highland | 46. City of Willits |
| 21. City of Lakeport | 47. Town of Windsor |
| 22. City of Menifee | 48. Town of Yountville |
| 23. City of Nevada City | 49. City of Yucaipa |
| 24. City of Placentia | 50. Town of Yucca Valley |
| 25. City of Placerville | |
| 26. City of Plymouth | |

APPENDIX "B"

PARSAC Agreement

PARSAC
JOINT POWERS AGREEMENT

Revised & Adopted May 25, 2017

**Public Agency Risk Sharing
Authority of California**

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PUBLIC AGENCY RISK SHARING AUTHORITY OF CALIFORNIA [PARSAC]

JOINT POWERS AGREEMENT

THIS AGREEMENT is made in the State of California by and among those municipalities organized and existing under the laws of the State of California, hereinafter referred to as "Member Entity[ies]," which are parties' signatory to this Agreement. All such Member Entities are listed in Appendix "A", which is attached hereto and made a part hereof.

RECITALS

A. California Government Code Section 6500 and following permits two or more public agencies by agreement to jointly exercise any power common to the contracting parties.

B. California Government Code Section 990.4 permits a local public entity to self-insure, purchase insurance through an authorized carrier, or purchase insurance through a surplus line broker, or any combination of these;

C. California Government Code Section 990.6 provides that the cost of insurance provided by a local public entity is a proper charge against that local public entity;

D. California Government Code Section 990.8 permits two or more local entities to, by a joint powers agreement, provide insurance for any purpose by any one or more of the methods specified in Government Code Section 990.4 and provides that such pooling of self-insured claims or losses does not constitute the business of insurance under the California Insurance Code;

E. California Labor Code Section 3700(c) permits all political subdivisions of the State of California, including each member of a pooling arrangement under a joint exercise of powers agreement to self-insure against workers' compensation claims by securing a certificate of consent from the Department of Industrial Relations;

F. Each of the Member Entities, which is a party to this Agreement, desires to join with the other Member Entities to fund programs of insurance for workers' compensation, liability, property and other coverages to be determined and for other purposes set forth in Article III of this Agreement;

G. The governing body of each Member Entity has determined that it is in its own best interest and in the public interest that this Agreement be executed and that it participate as a member of the Public Agency Risk Sharing Authority of California [PARSAC] created by this Agreement; and

H. As of the effective date of this Agreement, this Agreement shall replace and supersede the Joint Powers Agreement Creating the Public Agency Risk Sharing Authority of California, dated May 21, 1986, as amended on November 20, 1987, July 1, 1989, and November 19, 1993, May 31, 1996, December 13, 2002, December 12, 2003, May 20, 2005, May 31, 2007, December 2, 2010, May 26, 2011 and May 25, 2017.

Now, therefore, in consideration of the above facts and the mutual benefits, promises and agreements set forth below, the Member Entities hereby agree as follows:

AGREEMENT

ARTICLE I DEFINITIONS

The following terms shall have the following definitions:

- A. **"Agreement"** shall mean this Revised and Restated Joint Powers Agreement creating the Public Agency Risk Sharing Authority of California [PARSAC].
- B. **"Alternate"** shall mean the person designated by the Member Entity to act as a director of PARSAC in the absence of the Director. The Alternate shall have the same responsibility, power and authority as the Director when acting in the Director's stead.
- C. **"Board"** or **"Board of Directors"** shall mean the governing body of PARSAC.
- D. **"Bylaws"** shall mean the Bylaws of PARSAC, revised as of May 27, 2010, and as they may be further amended or revised.
- E. **"Claims"** shall mean any demand[s] made against a Member Entity to recover for monetary damages within, or alleged to be within, the scope of coverage provided by any of PARSAC's Memoranda of Coverage [or any commercial insurance policy related to a PARSAC Program].
- F. **"PARSAC"** shall mean the Public Agency Risk Sharing Authority of California created by this Agreement.
- G. **"Covered Loss"** shall mean any loss resulting from a claim or claims against a Member Entity which is in excess of its Self-Insured Retention and which is covered by any of PARSAC's Memoranda of Coverage [or insurance policy related to a PARSAC Program].
- H. **"Deposit Premium"** shall mean the estimated amount determined for each Member Entity necessary to fund each layer of coverage for each Policy Year of each

Program of PARSAC.

- I. **“Executive Committee”** shall mean that committee of the Board, constituted and exercising the authority set forth in this Agreement and in the Bylaws.
- J. **“Fiscal Year”** shall mean the period of time ending on June 30 of each year during which PARSAC is in existence.
- K. **“Incurred Loss”** shall mean the amount of monies paid and reserved by PARSAC to investigate, defend and satisfy a demand or demands made against a Member Entity.
- L. **“Insurance”** shall mean commercial insurance policies which PARSAC may purchase for its Member Entities, from time to time, in order to effect a transfer of risk. The term "Insurance" shall not mean any self-insurance, risk-sharing or pooling of losses or risks.
- M. **“Liability Program Participant”** shall refer only to members of PARSAC that have been approved and are in good standing to participate in the Liability Program.
- N. **“Member Entity”** shall mean any California public entity which is a party signatory to this Agreement including any other agency for which the City Council sits as the Governing board.
- O. **“Memorandum of Coverage”** shall mean the document or documents issued by PARSAC specifying the type and amount of coverages provided under any Program to the Member Entities by PARSAC.
- P. **“Program Year”** shall mean a period of time, usually 12 months, for which each Program is to determine Deposit Premiums, Retrospective Premiums, and Retrospective Premium Adjustments.

- Q. **“Program”** shall mean arrangements to cover specific types of claims which may include, but not be limited to, property, workers' compensation, and comprehensive liability claims.
- R. **“Public Entity”** shall mean a county, city, whether general law or chartered, city and county, town, district, political subdivision, joint powers authority, or any board, commission, or agency thereof providing a municipal service, excluding school districts.
- S. **“Retrospective Premium”** shall mean, the amount determined retrospectively as each Member Entity's share of losses, reserves, expenses and interest income as may be determined periodically for any Program.
- T. **“Retrospective Premium Adjustment”** shall mean the amount necessary to periodically adjust the Deposit Premium, or prior Retrospective Premiums if any, to the newly calculated Retrospective Premium amount.
- U. **“Self-Insured Retention”** or **“SIR”** shall mean the amount of loss from each occurrence which the Member Entity shall retain and pay directly and which shall not be shared by the Member Entities of PARSAC.
- V. **“Workers’ Compensation Program Participant”** shall refer only to members of PARSAC that have been approved and are in good standing to participate in the Workers’ Compensation Program.
- W. **“Group Purchase Programs”** shall mean coverage programs provided by insurance policies where there is no self-insurance, risk sharing or pooling.

ARTICLE II PARTIES TO THE AGREEMENT

Each Member Entity is a party to this Agreement and agrees that it intends to, and does contract with, all other parties who are signatories of this Agreement and with such other parties as may later be added. Each Member Entity also agrees that the expulsion or withdrawal of any Member Entity from this Agreement shall not affect this Agreement nor the remaining parties as to the other Member Entities then remaining.

ARTICLE III PURPOSES

This Agreement is entered into by the Member Entities in order to:

- A. Create the Public Agency Risk Sharing Authority of California to carry out the purposes listed below and to exercise the powers contained in this Agreement;
- B. Develop effective risk management programs to reduce the amount and frequency of their losses;
- C. Share some portion, or all, of the cost of their losses;
- D. Jointly purchase commercial insurance, associate with other risk-sharing pools, or self-insure against risks;
- E. Jointly purchase administrative and other services including, but not limited to, underwriting, risk management, loss prevention, claims adjusting, data processing, brokerage, accounting and legal services when related to any of the other purposes;
- F. Provide other joint powers risk sharing authorities with management services;
and
- G. Do all things necessary to carry out the foregoing purposes, as well as all things necessary to implement the terms of this Agreement as permitted by law.

**ARTICLE IV
CREATION OF THE PUBLIC AGENCY
RISK SHARING AUTHORITY OF CALIFORNIA**

Pursuant to the California Government Code, the Member Entities hereby agree to continue in existence a public entity, separate and apart from the parties to this Agreement, to be known as the Public Agency Risk Sharing Authority of California ["PARSAC"]. The debts, liabilities or obligations of PARSAC shall not constitute debts, liabilities or obligations of any party to this Agreement. However, a Member Entity may separately contract for, or assume responsibility for, specific debts, liabilities or obligations of PARSAC.

**ARTICLE V
TERM OF AGREEMENT**

This Agreement shall become effective as of the date hereof and shall continue in full force and effect until terminated in accordance with Article XXVI.

**ARTICLE VI
POWERS OF PARSAC**

PARSAC shall have the powers common to its Member Entities in California and all additional powers permitted to a joint powers authority by California law, and the parties hereby authorize PARSAC to do all acts necessary to exercise such powers to fulfill the purposes of this Agreement including, but not limited to, the following:

- A. Make and enter into contracts;
- B. Incur debts, liabilities and obligations;
- C. Acquire, hold, lease or dispose of real and personal property, contributions and donations of property, funds, services and other forms of assistance;
- D. Sue and be sued in its own name and settle any claim against it;
- E. Employ agents and employees;

F. Acquire, construct, manage, maintain or operate buildings, works or improvements;

G. Receive, collect, and disburse monies; and invest money not required for immediate necessities; and

H. Exercise all powers necessary and proper to carry out the terms and provisions of this Agreement.

ARTICLE VII RESPONSIBILITIES OF MEMBER ENTITIES

Each member entity shall:

A. Sign this Agreement and its legally enacted amendments and participate in PARSAC's Liability Program and/or Workers' Compensation Program;

B. Sign a Membership Resolution for each Program;

C. Pay Deposit Premiums, Retrospective Premium Adjustments, and any Special Assessments to PARSAC on or before the due date;

D. Appoint, elect or remove representatives to serve as director and alternate on the Board, which representatives are expressly authorized to act on behalf of the Member Entity on all matters coming before the Board;

E. Assure that its representative director or alternate attends at least one meeting of the Board annually;

F. Assure that its representative director and alternate keep informed about PARSAC's activities and assist them in doing so;

G. Approve Amendments to this Agreement as set forth in Article XXIX; provided, however, the Member Entity may, by resolution or ordinance, authorize its director and alternate on the Board to approve and execute amendments on behalf of the Member Entity

without the necessity of a resolution or ordinance of the legislative body of the Member Entity confirming or ratifying such amendment.

H. File, in a prompt and timely manner, all statewide, county, and locally-mandated reports and filings, including but not limited to the Fair Political Practices Commission's Statement of Economic Interests;

I. Undertake a risk management audit of its facilities and activities, conducted by a person and/or firm approved by PARSAC's Executive Committee and, based upon such report, to evidence correction, elimination and/or clarification of all noted deficiencies or recommended corrections to the satisfaction of PARSAC's Executive Committee. Risk management audits may be required by the Executive Committee as frequently as it chooses. Risk management audits may be paid by PARSAC and charged back to Member;

J. Provide PARSAC with a copy of its most recent audited annual financial statements prepared by a Certified Public Accountant; or, if not available, provide PARSAC with the most recent set of unaudited monthly financial statements, and any other financial material as may be requested by PARSAC from time to time;

K. Cooperate with, communicate and assist in a timely manner, PARSAC and any insurer, provider of excess coverage, claims adjuster, legal counsel or other service provider engaged or retained by PARSAC in all matters relating to this Agreement;

L. Promptly cooperate with PARSAC to determine and/or clarify any incidents which might become losses, the cause of any and all actual losses, and methods to bring about settlement of claims;

M. Comply with its obligations and responsibilities under this Agreement, the

Bylaws, the Memoranda of Coverage, the Risk Management Standards, PARSAC's policies and procedures, and any other contract or requirement [as any of the foregoing may be created or amended] necessary to implement this Agreement or any Program;

N. Pay any fines or penalties assessed by the Board or any regulatory agency that are attributable to the Member Entity's failure to perform in accordance with self-insurance regulations or comply with the provisions of this Agreement. An appeal may be filed with the appropriate regulatory agency. All decisions of the Board are final.

O. Use an Executive Committee-approved third-party claims administrator for claims handling, under such circumstances as the Board of Directors may require.

Failure to comply with any of the obligations under this section may be grounds for expulsion pursuant to Article XXIV of this Agreement.

ARTICLE VIII BOARD OF DIRECTORS

Except as otherwise provided in this Agreement or in the Bylaws, the powers of PARSAC shall be exercised, its property shall be controlled, and its affairs shall be conducted by its Board of Directors whose meetings, functions and activities shall be governed by the Bylaws.

The Board shall be composed of one director who represents and acts on behalf of each respective Member Entity which participates in PARSAC's Liability and/or Workers' Compensation Program. The number of persons on the Board shall be equal to the number of Member Entities. In addition, each Member Entity shall appoint a second individual as alternate director, who shall have the authority to attend, participate in, and vote at any meeting of the Board when the respective director is absent. Each director and alternate director shall be an elected official or employee of the respective Member Entity, shall be appointed by the

respective Member Entity's governing body, and shall serve at its pleasure. If a director or alternate ceases to be an employee or elected official of a Member Entity for any reason, his or her position on the Board and any of its committees shall immediately terminate.

The Board of Directors shall have the following powers and functions:

A. The Board shall exercise all powers and conduct all business of PARSAC, either directly or by delegation of authority to other bodies or persons pursuant to this Agreement and applicable law;

B. The Board shall form an Executive Committee from its membership. In the Bylaws the Board shall delegate to that Committee such powers as it sees fit;

C. The Board may form such other committees as it deems appropriate in conducting PARSAC's business;

D. The Board shall elect PARSAC's officers;

E. The Board shall cause to be prepared and adopt PARSAC's annual operating budget;

F. The Board shall develop, or cause to be developed, and shall review, modify as necessary, and adopt each of PARSAC's Programs, including all provisions for reinsurance and administrative services necessary to carry out such Program;

G. The Board shall contract or otherwise provide for necessary services to PARSAC and to Member Entities. These necessary services may include, but shall not be limited to, risk management consulting, loss prevention and control, centralized loss reporting, actuarial consulting, claims adjusting, and legal defense services;

H. The Board, either directly or through the Executive Committee, shall provide policy direction to PARSAC's General Manager;

I. The Board shall receive and act upon reports of its committees and the General Manager, either directly or through the Executive Committee;

J. The Board shall establish monetary limits upon any delegation of the claims payment and settlement authority, beyond which a proposed settlement must be referred to the Board for approval;

K. The Board may require that PARSAC review, audit, report upon, and make recommendations with regard to the safety or claims administration functions of any Member Entity insofar as those functions are affecting PARSAC's liability or potential liability. The Board may forward any or all such recommendations to the Member Entity with a request for compliance and a statement of potential consequences for noncompliance;

L. The Board shall receive, review and act upon periodic reports and audits of PARSAC's funds;

M. The Board may amend, repeal or adopt new Bylaws, this Agreement or other key documents;

N. The Board may increase, decrease, or otherwise amend the coverages, limits and other terms of any Memorandum of Coverage;

O. The Board shall approve any proposal by the Executive Committee for Special Assessments from the Member Entities before such Special Assessments are billed;

P. The Board may expel a Member Entity from any Program or from membership in PARSAC pursuant to Article XXIV of this Agreement;

Q. The Board may ratify actions of the Executive Committee, where such ratification is required before the action becomes final;

R. The Board may enter into a joint venture or contractual arrangement with any

similar entity and may also enter into a merger or acquisition agreement with a similar entity, provided that if PARSAC is not the surviving entity in any such merger or acquisition, such action shall require approval by the vote of three-fourths of the Member Entities; and

S. The Board shall have such other powers and functions as are provided for in this Agreement, the Bylaws, and applicable law.

ARTICLE IX OFFICERS

The officers of PARSAC shall be the President, Vice President, Treasurer, and Auditor/Controller, and their qualifications and duties shall be those set forth in the Bylaws.

ARTICLE X EXECUTIVE COMMITTEE

There shall be an Executive Committee, all of whose members shall be directors. The Executive Committee shall set policy for and direct the administration of PARSAC on a day-to-day basis and may, without limitation, provide incentives and impose penalties, financial or otherwise, for performing or failing to perform in conformance with PARSAC requirements, programs, standards and policies. The composition, specific authority and meeting arrangements of the Executive Committee shall be set forth in the Bylaws.

ARTICLE XI ADMINISTRATION

PARSAC shall have a general manager, who shall be appointed or terminated by the Executive Committee, shall be responsible to the Executive Committee for the efficient and effective administration of PARSAC, and who shall serve as the Secretary of PARSAC. The General Manager shall attend all meetings of the Board, the Executive Committee, and other committees of the Board (but shall have no vote), shall prepare and maintain all minutes of meetings of the Board and its Committees, notices of meetings, and records of PARSAC, and

shall carry out all duties set forth in the Bylaws.

ARTICLE XII BUDGET

The Executive Committee shall recommend and the Board shall adopt an annual operating budget prior to the beginning of each Fiscal Year.

ARTICLE XIII ANNUAL AUDITS AND REVIEWS

A. **Financial Audit.** The Auditor/Controller shall cause an annual financial audit of the accounts and records to be prepared by a Certified Public Accountant in compliance with California Government Code Sections 6505 and 6505.5 or 6505.6 with respect to all receipts, disbursements, other transactions and entries into the books of PARSAC. The minimum requirements of the audit shall be those prescribed by the State Controller for special districts under Government Code Section 26909 and shall conform to generally accepted accounting standards. A report of each such audit shall be filed as a public record with the Board, each of the Member Entities, and the auditor/controller of the county in which PARSAC's administrative office is located. The report shall be filed within twelve [12] months of the end of the fiscal year under examination. PARSAC shall pay all costs for such financial audits.

B. **Actuarial Review.** The Board shall cause an annual actuarial review to be prepared for each of the Programs of PARSAC and a report of such actuarial review shall be made available for inspection by the Board and the Member Entities. PARSAC shall pay all costs for such actuarial review.

C. **Claims Audit.** The Board shall cause a biannual claims audit of the administration of the claims for each of the Programs of PARSAC. A report of such claims review shall be made available for inspection by the Board and the Member Entities. PARSAC

shall pay all costs of such claims reviews.

ARTICLE XIV ESTABLISHMENT AND ADMINISTRATION OF FUNDS

PARSAC shall be responsible for the strict accountability of all funds and the reporting of all receipts and disbursements in accordance with generally accepted accounting principles. It will comply with all provisions of law relating to this subject, including California Government Code Sections 6500-6525.

The Treasurer of PARSAC shall establish and maintain such funds and accounts as may be required by good accounting practices and by the Board. Separate accounts shall be established and maintained for each Program Year of each Program of PARSAC. Books and records of PARSAC in the hands of the Treasurer or other designated person shall be open to inspection at all reasonable times by members of the Board or authorized representatives of the Member Entities.

The Treasurer shall have the custody of and disburse PARSAC's funds. He or she may delegate disbursing authority to such persons as may be authorized by the Board to perform that function provided that, pursuant to Government Code Section 6505.5, the Treasurer shall:

- A. Receive and acknowledge receipt of all funds of PARSAC and place them in the treasury to the credit of PARSAC;
- B. Be responsible upon his or her official bond for the safekeeping and disbursement of PARSAC's funds so held by him or her;
- C. Pay any sums due from PARSAC as approved for payment by the Board or by any body or person to whom the Board has delegated approval authority, making such payments from PARSAC's funds upon warrants drawn by the Auditor;
- D. Verify and report in writing to PARSAC and to Member Entities, as of the first

day of each quarter of the fiscal year, the amount of money then held for PARSAC, the amount of receipts since the last report, and the amount paid out since the last report;

E. Prepare a complete written report of all financial activities within one hundred and twenty [120] days after the close of each fiscal year for such fiscal year to the Board and to each Member Entity; and

F. Receive, invest, and disburse funds in accordance with the procedures established by the Board or the Bylaws and in conformity with applicable law.

Pursuant to Government Code Section 6505.1, the General Manager, the Treasurer, and such other persons as the Board may designate shall have charge of, handle, and have access to PARSAC's property.

PARSAC shall secure and pay for a fidelity bond or bonds, in an amount or amounts and in form specified by the Board, covering all officers and employees of PARSAC who are authorized to hold or disburse PARSAC's funds and all officers and employees who are authorized to have charge of, handle, and have access to PARSAC's property.

The Authority shall defend and indemnify its directors, officers, and employees to the same extent as any other public entity of the State of California is obliged to defend and indemnify its public employees pursuant to California Government Code Section 825, *et seq.*, or other applicable provisions of law.

The Authority may insure or self-insure itself to the extent deemed necessary by the Board against loss, liability and claims arising out of or connected to the conduct of the Authority's activities.

ARTICLE XV SUPPORT OF PARSAC'S GENERAL EXPENSES

Costs of staffing and supporting PARSAC [hereinafter called PARSAC's general

expenses] shall be equitably allocated among the various Programs by the Board, and shall be funded by the Member Entities which participate in such Programs [and ex-Member Entities] in accordance with such allocations.

ARTICLE XVI DEPOSIT PREMIUMS

The Deposit Premiums for the Liability and Workers' Compensation Programs shall be set at a level estimated to be sufficient, as determined by the Executive Committee, to cover PARSAC's budget for each Policy year. The Deposit Premiums for the Member Entities shall be set by PARSAC using various rating and underwriting criteria, such as:

- [1] The Member Entity's payroll;
- [2] The Member Entity's exposure base;
- [3] The results of an on-site underwriting inspection;
- [4] The Member Entity's prior claims history;
- [5] Total insurable values; and/or
- [6] Employee classification ratings.

Deposit Premiums for the Liability, Workers' Compensation, and Group Purchase Programs shall be billed to the Member Entities.

At the conclusion of each Program Year, PARSAC shall conduct a payroll audit of each Member Entity to adjust for any discrepancies between estimated and actual payroll. In the sole discretion of PARSAC, an on-site payroll audit may be conducted by PARSAC or an independent auditor. Any adjustments in payrolls, either debits or credits, shall result in an assessment of additional premiums or a return of overpaid premiums. This adjustment shall be made within sixty (60) days after the date of the audit.

**ARTICLE XVII
PARSAC MEMBERSHIP**

Member Entities shall participate in PARSAC's Liability Program and/or Workers' Compensation Program as a condition of membership in PARSAC. Participation in either Program shall be a minimum of three years and the Term shall be renewed for subsequent one-year periods at the commencement of each Program Year upon payment of the applicable Deposit Premium, unless termination, withdrawal, or expulsion occurs pursuant to Articles XXIII and XXIV of this Agreement. The Executive Committee shall establish the initial SIR for each Liability or Workers' Compensation Program Participant and may require a different SIR for Program Participants from time to time, in its sole discretion.

Program Years shall begin on July 1 of each year and shall continue through the following June 30. Retroactive coverage may be provided as approved by the Board and documented on the Declaration Page of the respective Memorandum of Coverage.

**ARTICLE XVIII
MEMORANDA OF COVERAGE**

The types and amounts of coverage for each Program available to Member Entities shall be specified in a Declarations Page and/or Memorandum of Coverage which shall be issued by PARSAC to each Member Entity for each Program Year in which the Member Entity has coverage. The Board shall have the power and authority to decrease, increase, or amend the coverage provided by a Memorandum of Coverage. If any such amendment is approved by the Board during a Program Year, no Member Entity participating in that Program Year shall be entitled to withdraw by reason of any said amendment prior to the termination of that Program Year.

ARTICLE XIX
SIR MANDATORY RESERVES/PAYMENTS

A Member Entity participating in the Liability Program must establish by resolution a "Fund Balance Reserve" ("Reserve") equal to three times (3) the designated SIR, or any underlying insurance deductible chosen, and approved for the Member Entity by PARSAC. The Reserve will be recorded and maintained in the appropriate Member Entity Fund in accordance with Generally Acceptable Accounting Principles.

PARSAC will be notified of any proposed adjustment to the Reserve prior to the Member Entity's adoption of such a resolution.

PARSAC may request certification, by the Member Entity, of the balance in the Reserve account at any time.

Applicants establishing coverage with PARSAC shall be required to submit the "Fund Balance Reserve Resolution" prior to coverage inception.

Any Member Entity which does not desire to establish a local Fund Balance Reserve at the required three-times its SIR, or underlying insurance deductible amount, may contract for an actuarial study of its losses and reserves by a Fellow of the Casualty Actuary Society (FCAS) to ascertain and represent to PARSAC adequate SIR Reserves. Such SIR amount shall be established as the correct Reserve for that Member Entity.

Although not obligated to do so, PARSAC may elect to pay a portion of claims expenses before the Member Entity's self-insured retention has been exhausted in order to expedite the resolution of a claim. In this event, the member will be invoiced and shall have 30 days from the date of invoice to remit reimbursement. A 10% penalty shall be applied to the balance if payment is not received by the due date.

The claims payment procedures for members participating in the Workers'

Compensation Program with a self-insured retention are as follows:

1. The Member Entity shall set up a checking account with the Third-Party Administrator (TPA). The TPA shall pay all claim expenses within the Member's Entity's self-insured retention from the checking account. The Member Entity shall be responsible for ensuring sufficient funds are available for all costs related to the checking account, including any set-up fees charged by the TPA; or
2. PARSAC shall pay all claim expenses within the Member Entity's self-insured retention, which shall be reconciled and invoiced to the Member Entity quarterly. The Member Entity shall have 30 days from the date of invoice to submit its self-insured retention payment. A 10% penalty shall be applied to the balance if payment is not received by the due date. This option is available to Member Entities with an SIR of \$100,000 or lower.

ARTICLE XX RETROSPECTIVE PREMIUM ADJUSTMENTS AND ASSESSMENTS

Retrospective Premium Adjustments (RPA) for self-funded Programs shall be calculated annually as determined by each Program's funding policy. The Board may determine and levy special assessments on Member Entities by majority vote.

The RPA is a financial reconciliation made by PARSAC to determine whether the Deposit Premium collected for that Policy Year was sufficient to cover the costs. An RPA summary is presented annually to the Board for approval. Distribution of credits or collection of assessments will follow each Program's funding policy.

If a Member Entity has timely withdrawn or been expelled from a Program, any Retrospective Premium Adjustment credit shall remain with PARSAC until all Policy Year(s) in which they participated have been closed and reconciled. Any Retrospective Premium

Adjustment deficit shall be billed to the Member Entity at the time that particular Policy Year(s) is being reconciled. If a withdrawn or expelled member's total equity for all program years in which they participated is insufficient, the member will be billed at the time the deficit is identified. A member that has untimely withdrawn from a program foregoes their right to any remaining equity and is subject to assessment for any deficits.

ARTICLE XXI NEW MEMBERS

Any California public entity as defined in Article I may apply for membership in PARSAC and participation in any of PARSAC's Programs at any time. Public Entities must participate in either the Liability or Workers' Compensation program before participating in other Program offerings.

PARSAC shall review all requests for Program membership, and the Executive Committee shall approve and the Board shall ratify, which applicants shall be accepted for membership, in which Programs they may participate, and when such participation shall begin. Public Entities shall become new Member Entities as of the effective date of coverage indicated on the Program Declarations Page and upon payment of the Deposit Premium. Public Entities which are in the process of formation shall be covered only as of the effective date of formation.

Deposit Premiums for coverage which begins during a Program Year may be prorated for the remainder of the Program Year. A Public Entity applying for membership in the Workers' Compensation or Liability Program shall complete, return and comply with all of the following:

A. An "Application for a Certificate of Consent to Self-Insure" from the Department of Industrial Relations/Division of Self-Insurance Plans (DIR/SIP) (Workers' Compensation only);

- B. Loss reports for the five (5) most recent policy years;
- C. Estimated payroll for the current year and corresponding to the 5 years of loss data
- D. Liability Exposure questionnaire from PARSAC, questionnaires from the excess carrier or reinsurer, and most recent three years' audited financial statements;
- E. Undertake a risk management audit of its facilities and activities and, based upon such audit report, provide evidence of correction, elimination and/or clarification of all noted deficiencies revealed by such inspection; and
- F. Such other information as is reasonably required by PARSAC to assure compliance with law and PARSAC policies.

ARTICLE XXII WITHDRAWAL

Any Member Entity who has been a member for at least three full fiscal years may withdraw from its status as a member and as a party to the Joint Powers Agreement by submitting notice in writing to PARSAC as follows:

- A. Timely Notice of Withdrawal. A withdrawing Member Entity must notify PARSAC of its intention to withdraw at least six (6) months prior to the end of the fiscal year in which the member intends to withdraw, unless a shorter withdrawal period is approved by the Executive Committee, in its sole discretion. Withdrawing members who submit Timely Notice shall be subject to an administrative fee equal to their pro-rata share of ongoing expenses for the three program years following withdrawal. Ongoing expenses include but are not limited to staff payroll and benefits, actuarial services, investment services, financial audits, and claims administration. Withdrawing member will be

invoiced for their portion of the administrative fee each of the three years.

Calculation and Payment of Fee. The administrative fee shall be calculated based on the member's actual payroll and self-insured retention level in the last year in which the member participated. In year one, 100% of the administrative fee will be charged to the member; 50% in year two; and 25% in year three. The withdrawing member shall be invoiced for their portion of the administrative fee and it shall not be taken from equity. Should equity be insufficient to cover any deficit, the member will be subject to assessment. The withdrawing member's equity will remain with PARSAC until all years in which the member has participated are closed. Any equity remaining after all years have closed will be returned to the withdrawn member.

- B. Untimely Notice of Withdrawal. Members submitting a notice of intent to withdraw less than six (6) months prior to the end of the fiscal year, but not later than April 1, in which the member intends to withdraw shall be considered untimely. In the event of an untimely notice of intent to withdraw, the withdrawing member shall forego their right to any remaining equity. In addition to foregoing equity, withdrawing members who submit Untimely Notice shall be subject to an administrative fee equal to their pro-rata share of ongoing expenses for the three program years following withdrawal. Ongoing expenses include but are not limited to staff payroll and benefits, actuarial services, investment services,

financial audits, and claims administration, and will remain subject to both the administrative fee and assessments for all years in which they participated. Withdrawing members will be invoiced for their portion of the administrative fee each of the three years. *Calculation and Payment of Fee.* The administrative fee shall be calculated based on the member's actual payroll and self-insured retention level in the last year in which the member participated. In year one, 100% of the administrative fee will be charged to the member; 50% in year two; and 25% in year three.

Withdrawal from the Liability or Workers Compensation Program shall terminate coverage under that Program. If withdrawal would result in the Member Entity no longer being a member of either the Liability or the Workers Compensation Program, then such withdrawal shall constitute withdrawal from this Agreement and from membership in PARSAC, subject to the ex-Member Entity's continuing obligations under Article XXV below.

A notice of intent to withdraw may be rescinded in writing with Executive Committee consent at any time earlier than ninety (90) days before the expiration of the withdrawal period, except that any withdrawal approved by the Executive Committee upon less than 6 months notice shall be final.

Any Member Entity which withdraws as a participant in any Program may renew participation in that Program by complying with all Program rules and regulations.

ARTICLE XXIII EXPULSION

Regardless of its three-year commitment under the Liability and/or Workers' Compensation Program, a Member Entity may be expelled from PARSAC or a Program either with or without cause. The General Manager shall review any lack of satisfactory performance or other problem with the Member Entity and shall attempt to resolve the matter. If the General Manager determines that the Member Entity is unwilling or unable to correct the problem, the General Manager shall present the matter to the Executive Committee. The Executive Committee may recommend to the Board that the Member Entity be expelled, either with or without cause. Written notice of the Executive Committee's recommendation for expulsion shall be delivered to the Member Entity with return receipt at least fourteen [14] days before the Board meeting at which the matter will be discussed. Action by the Board shall require the vote of a majority of the total number of directors. Expelled members are subject to the administrative fee for a timely withdrawal as described in Article XXIII, Paragraph A.

In considering the expulsion of a Member Entity, the Executive Committee shall allow the affected Member Entity a reasonable opportunity to address and remedy the reasons, if any, for the proposed expulsion. The period of time so allowed shall be within the sole discretion of the Executive Committee. If such a reasonable opportunity is allowed, PARSAC may require quarterly audits to monitor the affected Member Entity's remedial actions or any other conditions to its continued participation in PARSAC or its Programs.

A Member Entity which is the subject of a proposed expulsion shall be responsible for investigating the availability of alternate coverage. On the request of the Member Entity, the Board may permit the Member Entity a reasonable time to make arrangements for alternative coverage, but such period of time shall be at the Board's sole discretion.

**ARTICLE XXIV
EFFECT OF WITHDRAWAL OR EXPULSION
ON MEMBER ENTITY'S RESPONSIBILITIES**

The withdrawal or expulsion of any Member Entity after its participation in any Program shall not terminate its responsibility with respect to the following:

- A. Provide PARSAC with such statistical and loss experience data and other information as may be necessary for PARSAC to carry out the purposes of this Agreement;
- B. Pay to PARSAC when due any Deposit Premiums or Retrospective Premium Adjustments for each Policy Year of each Program in which it participated;
- C. Cooperate fully with PARSAC in determining the cause of losses in the settlement of claims;
- D. Cooperate with and assist PARSAC and any insurer, excess provider, claims adjuster, legal counsel or other service provider engaged or retained by PARSAC in all matters relating to this Agreement; and
- E. Comply with the Bylaws and all policies and procedures of PARSAC not inconsistent with the provisions of this Agreement and not inconsistent with its withdrawal from PARSAC.

Disposition of Equity – Timely Withdrawal or Expulsion. In addition, PARSAC shall retain all remaining equity, and the ex-Member Entity is obligated to pay any future assessments made with respect to the Policy Years of any Program in which it participated, until all such Policy Year[s] have been closed, at which time PARSAC shall refund to the ex-Member Entity, any remaining equity which was not expended in settling, paying or otherwise resolving claims against the ex-Member Entity.

Disposition of Equity – Untimely Withdrawal. PARSAC shall retain all remaining equity

and the ex-Member Entity is obligated to pay any future assessments made with respect to the Policy Years of any Program in which it participated, until all such Policy Year[s] have been closed and the administrative fee charged per Article XXII, Paragraph B.

ARTICLE XXV TERMINATION OF AGREEMENT AND DISTRIBUTION OF ASSETS

This Agreement shall continue in full force and effect until terminated. Termination of this Agreement shall also constitute the termination of all Programs. This Agreement may be terminated at any time by the vote of three-fourths of the Member Entities; provided, however, that this Agreement and PARSAC shall continue to exist for the purpose of disposing of all claims and paying its obligations (to CalPERS) for employees' health and pension benefits, before the distribution of assets, and any other functions necessary to wind up the affairs of PARSAC.

Upon termination of this Agreement, all assets of each Program of PARSAC shall be distributed among the Member Entities [and ex-Member Entities which previously timely withdrew or were expelled] which participated in such Programs, in accordance with the retrospective premium adjustment process in effect during the term of this Agreement. Such distributions shall be determined within six [6] months after the disposal of the last pending claim or other liability covered by each Program.

Following the termination of this Agreement, any Member Entity which was a participant in any Program of PARSAC shall pay any additional amount of premium, determined by the Board or its designee in accordance with a retrospective premium adjustment, which may be necessary to enable final disposition of all claims arising from losses under that Program during the Member Entity's period of participation.

The Board is vested with all powers of PARSAC for the purpose of concluding and

dissolving the business affairs of PARSAC. The Board may designate legal counsel and any committee or person to carry out a plan of dissolution adopted by the Board.

ARTICLE XXVI NOTICES

Notices to Member Entities under this Agreement or the Bylaws shall be sufficient if mailed to their respective addresses on file with PARSAC. Notices to PARSAC shall be sufficient if mailed to the address of the principal executive office of PARSAC, addressed to the General Manager.

ARTICLE XXVII PROHIBITION AGAINST ASSIGNMENT

No Member Entity may assign any right, claim, or interest it may have under this Agreement, and no creditor, assignee or third-party beneficiary of any Member Entity shall have any right, claim or title to any part, share, interest, fund, premium or asset of PARSAC.

ARTICLE XXVIII AMENDMENTS

This Agreement may be amended by a two-thirds vote of the Board present and voting at any duly convened regular or special meeting; provided that, any such amendment has been submitted to the directors and the Member Entities at least thirty [30] days in advance of such meeting. Member Entities may, by resolution or ordinance, grant their director and alternate on the Board explicit authorization to approve and execute amendments to this Agreement on behalf of the Member Entity without the necessity of a resolution or ordinance of the legislative body of the Member Entity confirming or ratifying such amendment. Any such amendment shall become effective immediately, unless otherwise stated therein.

**ARTICLE XXIX
SEVERABILITY**

Should any portion, term, condition or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions and provisions shall not be affected thereby.

**ARTICLE XXX
AGREEMENT COMPLETE**

The foregoing constitutes the full and complete agreement of the parties. There are no oral understandings or agreements not set forth in writing herein, except as noted with respect to the Bylaws and Memoranda of Coverage. If any provision of this Agreement conflicts with a provision of the Bylaws, Memoranda of Coverage or other document, such conflicting provisions shall be interpreted to avoid any such conflict, but this Agreement shall govern.

**ARTICLE XXXI
EXECUTION OF COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but altogether shall constitute one and the same Agreement.

Public Agency Risk Sharing Authority of California ["PARSAC"]

Date:

By: _____

Name/Title

Attest: _____

Deputy Secretary, PARSAC

Member Entity: _____

Date:

By: _____

Name/Title

Attest: _____

City/Town Clerk

APPENDIX "A"

PUBLIC AGENCY RISK SHARING AUTHORITY OF CALIFORNIA [PARSAC]

MEMBER ENTITIES

City of Amador City
City of Avalon
City of Belvedere
City of Blue Lake
City of California City
City of Calimesa
City of Calistoga
City of Citrus Heights
City of Clearlake
City of Coalinga
City of Ferndale
City of Grass Valley
City of Highland
City of Menifee
City of Nevada City
City of Pacific Grove
City of Placentia
City of Placerville
City of Plymouth
City of Point Arena
City of Rancho Cucamonga
Rancho Cucamonga Fire Protection District
City of Rancho Santa Margarita
City of San Juan Bautista
City of South Lake Tahoe
City of Tehama
City of Trinidad
Town of Truckee
City of Twentynine Palms
City of Watsonville
City of West Hollywood
City of Wheatland
City of Wildomar
Town of Yountville
City of Yucaipa
Town of Yucca Valley

Appendix "C"

Public Agency Risk Sharing Authority of California (PARSAC) Agreement for Apportionment of Retirement Obligations Dated May 25, 2017

PARSAC

**AGREEMENT FOR APPORTIONMENT OF
RETIREMENT OBLIGATIONS**

**Public Agency Risk Sharing
Authority of California**

PUBLIC AGENCY RISK SHARING AUTHORITY OF CALIFORNIA [PARSAC]
AGREEMENT FOR APPORTIONMENT OF RETIREMENT OBLIGATIONS

THIS AGREEMENT is made in the State of California by and among those municipalities organized and existing under the laws of the State of California, hereinafter referred to as "Member Entity[ies]," which are parties' signatory to the Joint Powers Authority Agreement (as revised effective May 25, 2017, hereafter "JPA Agreement. All such Member Entities are listed in Appendix "A," which is attached hereto and made a part hereof.

RECITALS

Whereas PARSAC is an entity formed under California Government Code § 6500 which permits two or more public agencies by agreement to jointly exercise any power common to the contracting parties.

Whereas California Government Code § 6508.2 requires that the member agencies of a joint powers agency ("AGENCY") mutually agree to a 100% apportionment of the AGENCY's retirement liability prior to either a dissolution of the AGENCY or the termination of the AGENCY's participation in a public retirement system.

Now, therefore, in consideration of the above facts and the mutual benefits, promises and agreements set forth below, the Member Entities hereby agree as follow:

AGREEMENT

ARTICLE I

DEFINITIONS

The following terms shall have the following definitions:

- A. **"Agreement"** shall mean this Revised and Restated Joint Powers Agreement creating the Public Agency Risk Sharing Authority of California [PARSAC].

- B. **"Board"** or **"Board of Directors"** shall mean the governing body of PARSAC.
- C. **"PARSAC"** shall mean the Public Agency Risk Sharing Authority of California created by this Agreement.
- D. **"Deposit Premium"** shall mean the estimated amount determined for each Member Entity necessary to fund each layer of coverage for each Policy Year of each Program of PARSAC.
- E. **"Member Entity"** shall mean any California public entity which is a party signatory to this Agreement including any other agency for which the City Council sits as the Governing board.
- F. **"Program Year"** shall mean a period of time, usually 12 months, for which each Program is to determine Deposit Premiums, Retrospective Premiums, and Retrospective Premium Adjustments.
- G. **"Program"** shall mean arrangements to cover specific types of claims which may include, but not be limited to, property, workers' compensation, and comprehensive liability claims.
- H. **"Public Entity"** shall mean a county, city, whether general law or chartered, city and county, town, district, political subdivision, joint powers authority, or any board, commission, or agency thereof providing a municipal service, excluding school districts.
- I. **"Public Retirement System"** shall mean CalPERS or any other Public Entity retirement program established or operated by a California Public Entity available to public employees as to which current or former employees of PARSAC participated.
- J. **"Retirement Liability"** shall mean the liability that PARSAC possesses to all former or current employees of PARSAC for retirement benefits owed to them pursuant to a contract between PARSAC and a Public Retirement System and arising by reason of those employees participation in the Public Retirement System.

K. **"Retrospective Premium"** shall mean, the amount determined retrospectively as each Member Entity's share of losses, reserves, expenses and interest income as may be determined periodically for any Program.

L. **"Retrospective Premium Adjustment"** shall mean the amount necessary to periodically adjust the Deposit Premium, or prior Retrospective Premiums if any, to the newly calculated Retrospective Premium amount.

ARTICLE II

PARTIES TO THE AGREEMENT

Each Member Entity is a party to this Agreement and agrees that it intends to, and does contract with, all other parties who are signatories of this Agreement and with such other parties as may later be added. Each Member Entity also agrees that the expulsion or withdrawal of any Member Entity from this Agreement shall not affect this Agreement nor the remaining parties as to the other Member Entities then remaining.

ARTICLE III

PURPOSE

This Agreement is entered into by the Member Entities in order to:

A. Provide for an apportionment among current and former PARSAC Member Entities of 100% of PARSAC's Retirement Liability consistent with the requirements of Government Code §§ 6508.1 and 6508.2 as enacted and amended effective January 1, 2019. The current Member Entities of PARSAC are set forth in Appendix A. The former Member Entities of PARSAC as of the date of this Agreement are set forth in Appendix B.

ARTICLE IV

METHOD OF APPORTIONMENT OF RETIREMENT LIABILITY

A. In the event of a decision by the governing Board of PARSAC to dissolve and cease all operations, or in the event of a decision by the governing Board of PARSAC to terminate PARSAC's contract with a Public Retirement System, the Member Entities agree that 100% of PARSAC's Retirement Liability shall be funded by all current and former PARSAC Member Entities based on a pro rata share of the former and current Member Entities' historical Deposit Premium in the Workers' Compensation and Liability self-funded Programs. The apportionment of the Retirement Liability shall be calculated as set forth above, and the unfunded Retirement Liability then existing shall be paid as follows: The unfunded Retirement Liability then existing shall be paid prior to any distribution of assets as provided in ARTICLE XXV of the JPA Agreement and prior to the payment of any equity that may be determined as the result of the Retrospective Premium Adjustment process as set forth in ARTICLE XX. (For example, should a Member Entity have remaining equity in either the Workers' Compensation or Liability program, at the time of PARSAC's dissolution or PARSAC's termination of PARSAC's contract with a public retirement system, the Member Entity's equity shall first be applied to reduce that Member Entity's share of the apportionment of the Unfunded Retirement Liability.)

B. In the event that PARSAC disposes of the real property identified as 1525 Response Road, Sacramento, CA, 95815 (the "Property"), any unfunded Retirement Liability of PARSAC shall first be reduced by applying the proceeds from the sale of the Property as provided in Resolution 2019-03, attached hereto as Exhibit A, prior to the determination of the amounts owed by the former or current Member Entities under the apportionment provided herein.

C. The apportionment of the Retirement Liability of PARSAC among the former and current Member Entities of PARSAC and the obligation of the former and current Member Entities to pay such apportionment of the PARSAC Retirement Liability as provided herein shall be a separate and independent obligation from the obligation of the Member Entities arising upon termination, expulsion or withdrawal of a Member Entity or upon termination of the Joint Powers Agreement (as revised effective May 25, 2017) including but not limited to ARTICLES XX, XXII, XXIII, XXIV and XXV of that Agreement.

ARTICLE V

TERM OF AGREEMENT

This Agreement shall become effective as of the date hereof and shall continue in full force and effect for the purpose of paying 100% of the Retirement Liability of PARSAC pursuant to the apportionment among former and current Member Entities as provided for herein.

ARTICLE VI

SEVERABILITY

Should any portion, term, condition or provision of this Agreement be decided by a court of competent jurisdiction to be illegal or in conflict with any law of the State of California, or be otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms, conditions and provisions shall not be affected thereby.

ARTICLE VII

AGREEMENT COMPLETE

The foregoing constitutes the full and complete agreement of the parties. There are no oral understandings or agreements not set forth in writing herein, except as noted with respect to the Bylaws and Memoranda of Coverage. If any provision of this Agreement conflicts with a provision

of the Bylaws, Memoranda of Coverage or other document, such conflicting provisions shall be interpreted to avoid any such conflict, but this Agreement shall govern.

ARTICLE VIII

AMENDMENTS

This Agreement may be amended by a two-thirds vote of the Board present and voting at any duly convened regular or special meeting; provided that, any such amendment has been submitted to the directors and the Member Entities at least thirty [30] days in advance of such meeting. Member Entities may, by resolution or ordinance, grant their director and alternate on the Board explicit authorization to approve and execute amendments to this Agreement on behalf of the Member Entity without the necessity of a resolution or ordinance of the legislative body of the Member Entity confirming or ratifying such amendment. Any such amendment shall become effective immediately, unless otherwise stated therein.

ARTICLE IX

EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original, but altogether shall constitute one and the same Agreement.

Public Agency Risk Sharing Authority of California [“PARSAC”]

Date: _____ By: _____
Name/Title

Attest: _____
Deputy Secretary, PARSAC

Member Entity: _____

Date: _____ By: _____
Name/Title

Attest: _____
City/Town Clerk

APPENDIX “A”
PUBLIC AGENCY RISK SHARING AUTHORITY OF CALIFORNIA
[PARSAC]

MEMBER ENTITIES

City of Amador City
City of Avalon
City of Belvedere
City of Blue Lake
City of California City
City of Calimesa
City of Calistoga
City of Citrus Heights
City of Clearlake
City of Coalinga
City of Ferndale
City of Grass Valley
City of Highland
City of Menifee
City of Nevada City
City of Pacific Grove
City of Placentia
City of Placerville
City of Plymouth
City of Point Arena
City of Rancho Cucamonga
Rancho Cucamonga Fire Protection District
City of Rancho Santa Margarita
City of San Juan Bautista
City of South Lake Tahoe
City of Tehama
City of Trinidad
Town of Truckee
City of Twentynine Palms
City of Watsonville
City of Wheatland
City of Wildomar
Town of Yountville
City of Yucaipa
Town of Yucca Valley

APPENDIX “B”

**PUBLIC AGENCY RISK SHARING AUTHORITY OF CALIFORNIA
[PARSAC]**

FORMER MEMBER ENTITIES

City of Alturas
City of Canyon Lake
City of Carlsbad
City of Elk Grove
City of Hesperia
City of Rialto
City of Ridgecrest
City of Rio Dell
City of West Hollywood

**BYLAWS
of the
CALIFORNIA INTERGOVERNMENTAL RISK AUTHORITY**

**ARTICLE I.
PREAMBLE**

The California Intergovernmental Risk Authority ("CIRA" or "the Authority") is established for the purposes and under the authorities described in its Joint Exercise of Powers Agreement ("Agreement"). The Agreement specifies that Bylaws will govern many of the operations of the Authority, and defines certain terms used in these Bylaws.

**ARTICLE III.
NEW MEMBERS**

Any California public agency that provides municipal services may become a Member of the Authority by agreeing to be bound by the Governing Documents and by complying with all of the following requirements:

- A. Submit a completed application for membership 90 days before the start of the fiscal year, including any required application fee;
- B. Submit a signed resolution acknowledging participation under the terms and conditions which then prevail;
- C. Execute the Agreement then in effect and agree to be bound by any subsequent amendments to the Agreement;
- D. Agree to be a Member for at least five consecutive fiscal years after commencement of membership or, if a member of the Public Agency Risk Sharing Authority of California (PARSAC) or the Redwood Empire Municipal Insurance Fund (REMIF) as of June 30, 2021, for two fiscal years after that date;
- E. Be accepted for membership by a two-thirds vote of the Board of Directors;
- F. Appoint, in writing, a representative to act as Director on the Authority's Board and another to act as alternate Director in the absence of the Director, who shall be officers or employees of the Member; and
- G. Ensure the Director and alternate Director file with the Authority the required Fair Political Practices Commission (FPPC) forms upon assuming office, annually, and upon termination of office.

Before the Board votes on a potential Member's application, there shall be a review and interview of the applicant, in accordance with the Underwriting Guidelines, including the applicant's most recent audited financial statement and associated management letters. This review may also include a safety inspection of the facilities of the applicant. A two-thirds vote of the Board of Directors is required to approve the

application, based upon the application, and any inspections, reports, or other material pertinent to the decision.

ARTICLE IV. MEMBER RESPONSIBILITIES

Each Member is responsible for the following:

1. Cooperation with the Authority, its insurers, adjusters and legal counsel in determining the cause of losses in settling claims, and supporting effective risk management and risk transfer decisions;
2. Timely payment of all contributions, assessments, interest, penalties, or other charges imposed consistent with the Governing Documents;
3. Providing the Authority with statistical and loss experience and other data as requested.
4. Execution of a membership resolution for each Program in which the Member participates.
5. Appointing a representative and alternate to represent the Member on the Authority's Board, expressly authorizing such representatives to act on behalf of the Member on all matters coming before the Board, and assuring that its representative or alternate regularly attend meetings of the Board and any committee to which a representative has been appointed.
6. Execution of amendments to this Agreement as set forth in Article XV; provided, however, the Member may, by resolution or ordinance, authorize its representative on the Board to approve and execute amendments on behalf of the Member without the necessity of a resolution or ordinance of the legislative body of the Member confirming or ratifying such amendment.
7. As required by the Authority, undertake risk management audits of its facilities and activities, conducted by a person and/or firm approved by the Authority and provide evidence of correction, elimination and/or clarification of all noted deficiencies or recommended corrections to the satisfaction of the Authority.
8. Use of an Authority-approved third-party claims administrator.
9. Payment for the costs of staffing and supporting the Authority ("general expenses") shall be funded by the Members in accordance with the Board's allocation of general expenses to the Authority's various Programs.

ARTICLE V. GOVERNING BOARD

- A. The governing body of the Authority shall be the Board of Directors (Board). The Board shall be comprised of one Director from each Member. Each Director has one vote. An alternate Director may cast a vote only in the absence of the Director. Each Director and alternate Director must be an officer or employee of the Member. A Member may change any of its representatives to

the Board only by written notification to the Authority from the Member's governing body or the Member's Chief Executive Officer or equivalent.

- B. The Board shall provide policy direction for the General Manager, the Executive Committee, any other standing committees, and any administrative or legal service providers to the Authority. The Board may delegate any or all of its responsibilities, except those requiring a vote by the Board as specified in the Governing Documents.
- C. As to Program-specific agenda items, only the Directors representing Members that participate in that Program may vote, and as to such items a quorum shall be determined by reference to the number of Members participating in the Program. As to agenda items relating to all liabilities and obligations of CIRA existing prior to the Effective Date ("Preexisting Obligations"), only Directors representing Members who were members of the Authority prior to the Effective Date may vote, and as to such items, a quorum shall be determined solely by reference to the number of Members that were members of the Authority prior to the Effective Date.
- D. The Board reserves unto itself the authority to do the following (except where specifically noted, a simple majority of the Board present at a meeting may take action):
 - 1. Accept a new Member to the Authority (two-thirds vote of the Board);
 - 2. Accept indebtedness (two-thirds vote of the entire Board);
 - 3. Adopt a budget;
 - 4. Amend these Bylaws;
 - 5. Elect and remove Officers;
 - 6. Expel a Member from the Authority (two-thirds vote of the Board);
 - 7. Approve dissolution of Authority (two-thirds vote of the entire Board); and
 - 8. Approve financing costs from one Program to another (Program to Program borrowing) if such financing extends beyond a twelve-month period.
- E. The Board will meet at least once a year to review the operations of the Authority. The Board will establish a time and place to hold such regular meetings. The Board Secretary will mail notices of all Board meetings to each Member, keep minutes of the meetings, and send copies of such minutes to the Members.
- F. A special meeting may be called by the president or by a majority of the Board with twenty-four (24) hours' notice, stating the purpose, date, time, and place of the meeting, provided such notice is in writing.
- G. Every Member is expected to have its Director or alternate attend Board meetings.

- H. All meetings of the Board shall be conducted in accordance with the Ralph M. Brown Act (Government Code §54950 et seq.)
- I. A quorum shall consist of a majority of the Directors then appointed and serving, without counting vacancies. All matters within the purview of the Board may be decided by a majority vote of a quorum of the Board, except as specified otherwise in the Governing Documents.

ARTICLE VI. OFFICERS

- A. The officers of the Authority shall consist of a President, a Vice President, a Treasurer, an Auditor/Controller, and a Secretary. The Board shall elect the President, Vice-President, Treasurer, and Auditor/Controller. The President, Vice-President, and Auditor/Controller must be directors on the Board. The Treasurer may be a Director, an employee of the Authority, or an employee of a Member, and if the Treasurer is an employee of a Member the employee need not be the Member's designated representative on the Board. The General Manager shall serve as Secretary.
- B. Initial officers shall serve staggered terms with the President and Treasurer serving a two-year term and Vice President and Auditor/Controller serving a one-year term. The terms of office for subsequent officer elections shall be two years. The President and Auditor/Controller will be elected in odd-numbered years and the Vice President and Treasurer will be elected in even-numbered years.
- C. Initial officers (other than the Secretary) shall be elected at the first meeting of the Board of Directors. At least 30 days before each subsequent election, the President may appoint a nominating committee as set forth in these Bylaws or propose a slate informally.
- D. The nominating committee's nomination of candidates for elected officer positions shall be made in writing, and the slate of nominees will be sent to each Member at least seven (7) days before the last regular Board meeting of the fiscal year. Additional candidates for any of the offices may be made by an open nomination and second from the floor at the time of the meeting.
- E. The election of officers will be held at the last regular Board meeting of the fiscal year in which their terms expire or at a special meeting called for that purpose. Those candidates receiving a majority of votes cast for each office will succeed to those offices. If no nominee receives a majority of the vote, the nominee with the least votes shall be deleted as a nominee and a new vote taken. This elimination process will continue until one nominee receives a majority vote. Each Director or, in the absence of that Director, the Director's alternate, shall be eligible to vote.
- F. Each elected officer will serve until the next election of officers, or termination of his or her employment with the Member, or until removal from office by a majority vote of the Board, whichever is earliest.
- G. The Board shall make the appointment to a vacancy in the office of the President. Vacancies in any other office shall be filled by appointments by the President with ratification by the Board at

the next Board meeting held after the vacancy occurs. In the event that the Board fails to ratify an appointment, the President shall make another appointment which will be subject to ratification by the Board.

- H. The President shall preside at all meetings of the Authority. The President shall, with the consent of the Board or Executive Committee, appoint representatives to the board of any joint powers authority of which the Authority is a Member, and shall make all Committee appointments with the exception of the Executive Committee. The President shall execute documents on behalf of the Authority as authorized by the Board and shall serve as the primary liaison between the Authority and any other organization. The President shall serve as a member of the Executive Committee and as a nonvoting ex-officio member of all other Committees.
- I. In the absence or temporary incapacity of the President, the Vice-President shall exercise the functions of the President. The Vice-President shall serve as member of the Executive Committee and as a nonvoting ex-officio member of all other committees when the President is unable to attend.
- J. The Auditor/Controller shall be responsible for the duties and functions prescribed by Government Code Section 6505.6, as well as any other duties as may be specified by the Board or the Executive Committee. The Auditor/Controller may appoint an assistant to serve as needed, provided such assistant shall not be an employee or public official of the same Member as the Auditor/Controller. In the absence of both the President and Vice President at any one meeting, the Auditor/Controller shall preside over that meeting only and shall have powers and duties as may be required by the Board for this purpose. If the President, Vice-President, and Auditor/Controller will be absent from any one meeting, any of them may designate a director to preside over the meeting, but the designated director shall have only the powers and duties as may be required by the Board for this purpose.
- K. The Secretary shall be responsible for preparing all minutes and agendas of the Board, the Executive Committee, and any other Committee meetings, preparing necessary correspondence, and maintaining files and records.
- L. The Treasurer shall have no vote on the Board or Executive Committee unless the Treasurer is a designated representative of a Member to the Board. The Treasurer shall have the responsibility to establish and maintain such funds and accounts as may be required by accepted accounting practices and procedures prescribed by the Government Accounting Standards Board and by the Board. Separate accounts shall be established and maintained for each Program Year of each Program. Books and records of the Authority in the hands of the Treasurer or other designated person shall be open to inspection at all reasonable times by members of the Board or authorized representatives of the Members. The Treasurer shall disburse Authority funds, accounts, and property, in accordance with the Government Code and at the direction of the Board.
- M. An Officer Emeritus is a retired or former member of the Authority's or REMIF's Executive Committee or Board of Directors, preferably an Officer, having served three terms or more on the Executive Committee or six years on the Board for each agency. The Officer Emeritus serves to maintain the institutional knowledge, culture, and practice of CIRA. The Officer Emeritus is

independent and does not represent any Member. The Officer Emeritus attends and may participate in meetings but does not vote. The Officer Emeritus may represent CIRA as directed and may serve as a mentor or advisor as needed and available. The Officer Emeritus receives a stipend as determined by the Board via resolution and reimbursement for reasonable travel expenses. The Executive Committee shall appoint up to two Officers Emeritus to be affirmed by the Board. The Officer Emeritus position will be re-evaluated by the Board after five years.

ARTICLE VII. COMMITTEES

- A. Executive Committee. There shall be an Executive Committee to conduct the day-to-day business of the Authority. The Board may create other committees, standing or temporary, as it deems necessary.
- B. All committee meetings shall be conducted in accordance with applicable law, including but not limited to the Ralph M. Brown Act (Government Code § 54950, et seq.). For all committees, a quorum shall consist of a majority of committee members then appointed and serving, without counting vacancies. All matters within the purview of a committee may be decided by a majority vote of a quorum of the committee, except as specified otherwise in the Governing Documents.
- C. The Executive Committee shall be composed of thirteen members including the President, Vice-President, Treasurer (if a Board Member), and Auditor/Controller, and nine (or ten, if necessary) other individuals, all of whom must be Directors and not alternates. Five of the nine shall be elected by the Board in even numbered years and four (or five, if necessary) shall be elected by the Board in odd numbered years. One each shall be elected by the Directors in each of three regions designated by the Board. One each shall be elected by the Directors in each of three size categories (small, medium, and large) designated by the Board. Three (or if necessary four) shall be elected at large. Executive Committee members may be re-elected without restriction. All nine shall be elected in the first election following adoption of these Bylaws, with either four or five being designated to serve an initial term of one year until the next election depending on whether the next year is odd or even. For the first two elections after these Bylaws become effective on July 1, 2021, at least five members of the Executive Committee shall be from former members of the Redwood Empire Municipal Insurance Fund. No Member shall be represented by more than one member on the Executive Committee.
- D. Members of the Executive Committee may be removed with or without cause by the Board, which shall elect replacements for the vacancies caused by such removal. Members may also be removed for failure to attend two consecutive meetings without reasonable excuses. The President may appoint replacements to fill any vacancies caused by death, disability, resignation, disqualification, or removal for unexcused absences, and such appointees shall serve until the next meeting of the Board, at which time the selection of replacement shall be ratified or another replacement elected.
- E. The Executive Committee may exercise all powers and authority of the Board, except those reserved to the Board as set forth in Article V.D. The Executive Committee may make recommendations to the Board on matters including a change in Members' retention levels, approval of the annual budget, and approval of new Members. The Executive Committee may also establish subcommittees, define their functions and responsibilities and appoint members

to them; appoint or terminate the General Manager; and exercise such other powers and perform such other duties as these Bylaws or the Board may prescribe.

- F. PARSAC Committee. The Board shall appoint a committee made up of representatives of Authority members that were members prior to the Effective Date to make recommendations to the Board regarding the administration of the Preexisting Obligations.
- G. Personnel Committee. The Officers (not including the Secretary or any Treasurer who is not a Director) and two other Directors appointed by the President (three if the Treasurer is not a Director) shall serve collectively as the Personnel Committee, with the authority to oversee, review and recommend action to be taken by the Executive Committee regarding the performance and compensation of the General Manager and any other personnel issues.

ARTICLE VIII. GENERAL MANAGER

- A. The General Manager shall be the Chief Administrative Officer and Secretary of the Authority, appointed by the Board and serving at the pleasure of the Board. The General Manager may not be an employee or an officer of a Member.
- B. The General Manager shall be responsible for administering the operations of the Authority, including giving notices of meetings, posting of agendas for meetings, preparation of minutes of meetings, maintenance of all accounting and other financial records of the Authority, filing of all financial reports of the Authority, reporting activities of the Authority to Members, and other such duties as the Board may specify.
- C. The General Manager shall appoint all staff positions of the Authority, subject to budget approval by the Board, and shall be responsible for their supervision.
- D. The General Manager shall attend all meetings of the Board and Executive Committee

ARTICLE IX. SETTLEMENT OF CLAIMS

- A. The General Manager shall have authority to settle workers compensation, property and liability claims up to the limit specified by Board policy but not to exceed the actual amount of the claim. The Executive Committee, Board, or a designated claims committee, if appointed, shall have authority to settle claims beyond the authority of the General Manager.
- B. For workers' compensation claims, staff has standing authority to pay benefits due under workers' compensation law for medical benefits, temporary disability, etc. and to resolve permanent disability claims up to statutory requirements. Any settlements for permanent disability and/or a compromise and release exceeding the statutory requirements may be settled by the General Manager, or by the Executive Committee or Board for amounts in excess of the General Manager's authority up to the Authority's limit of coverage.

**ARTICLE X.
FINANCIAL AUDIT**

- A. The Auditor/Controller shall cause an annual audit of the financial accounts and records of the Authority to be made by a qualified, independent individual or firm. The minimum requirements of the audit shall be those prescribed by law.
- B. The financial audit report shall be filed with the State Controller's Office within six months of the end of the fiscal year under examination. A copy of the audit report shall be filed as a public record with each Member.
- C. The costs of the audit shall be charged against the operating funds of the Authority.

**ARTICLE XI.
FISCAL YEAR**

- A. The fiscal year of the Authority shall be the period from July 1 of each year through June 30 of the subsequent year.

**ARTICLE XII.
BUDGET**

- A. A draft budget shall be presented to the Board at the last scheduled Board meeting prior to July 1 of the next fiscal year.
- B. The Board shall adopt the annual budget by July 1 of each year.

**ARTICLE XIII.
ESTABLISHMENT AND ADMINISTRATION OF FUNDS**

- A. The Authority is responsible for the strict accountability of all funds and reports of all receipts and disbursements. It shall comply with every provision of law relating to the subject, particularly Section 6505 of the Government Code. The Treasurer shall receive, invest, and disburse funds only in accordance with procedures established by the Board and in conformity with applicable law.
- B. The funds received for each Program shall be accounted for separately on a full-accrual basis. The portion of each Program's annual contribution allocated for payment of claims and losses shall be held by the Authority in trust for the Program members.
- C. The Treasurer may invest funds not required for the immediate operations of the Authority, as directed by the Board or Executive Committee, in the same manner and on the same conditions as local agencies as provided by Government Code Section 53601.
- D. The General Manager shall draw warrants to pay demands against the Authority, after such demands have been approved by both the President and the Treasurer, except for employee payroll and benefits disbursements, and other unusual or urgent circumstances as determined

by the General Manager. All checks disbursing funds of the Authority shall be signed by at least two Authority officials, one of whom must be the General Manager or designee.

- E. Officers, directors and employees handling funds shall be properly bonded as determined by the Board or Executive Committee.

ARTICLE XIV. PROGRAMS

- A. The Authority shall establish Programs in such areas as the Board may select including, but not limited to, the areas of property, workers' compensation, and liability coverage.
- B. Coverage in a Program may be provided by a self-funded risk-sharing pool, participation in pooled excess self-insurance, purchased insurance, reinsurance or any combination thereof, as determined by the Board or Executive Committee.
- C. The Authority may authorize and use administrative funds to study the feasibility and development of new Programs. If a new Program is approved by the Board, the estimated contributions to fund the Program shall be developed and presented in writing to each Member. Each Member shall have sixty (60) days from the date of such notice to state in writing its intent to join or refrain from joining the new Program. Unless the Member provides written notice to the Authority of its intent to participate in the new Program, it shall be presumed that the Member declines to participate in the Program. Upon conclusion of the notice period, the final contributions will be determined and billed to the Members in the new Program. Each Member that elected to participate will be bound to the new Program for the period of time required by the Master Program Document.
- D. The Board will adopt and maintain a Memorandum of Coverage and Master Program Document, and determine the financial contributions to be required of the Members for each Program. The Memorandum of Coverage or Master Program Document shall, among other things, establish procedures for addressing claims disputes.
- E. Each Program will be financially self-contained and individually evaluated for administrative and equity allocation purposes. Each fiscal year within each Program shall be separately accounted and maintained. Program funds may be co-mingled with the funds of another Program for durations shorter than a twelve-month period, or when specifically allowed by the Board.
- F. Each Member shall cooperate fully with the Authority to provide underwriting and safety and loss control information. Additionally, each Member shall comply with the provisions of the annual Safety and Loss Prevention Program Plan as approved by the Board.
- G. Members with delinquent amounts due may be assessed a penalty which shall be set by the Authority.
- H. The condition of each Program shall be evaluated by an independent actuary. The Workers' Compensation and Liability Programs shall receive such evaluation on an annual basis. Other Programs shall be evaluated as determined by the Board. The condition of each open fiscal year within each such Program shall be evaluated to determine its actuarial soundness. If it is

determined by the actuary that any year is no longer actuarially sound, appropriate actions shall be taken. In addition, the Board reserves the right to assess all Members and/or the Members of any Program an amount determined by the Board to be necessary for the soundness of the Program and to allocate such assessment in a fair and equitable manner.

- I. The withdrawal or expulsion of a Member from any Program shall be in accordance with the provisions of the Master Program Document.
- J. The withdrawal or expulsion of any Member from any Program shall not terminate the Member's responsibility to contribute its share of contributions, or funds, to any fund or Program in which it participated, nor its responsibility to provide requested data for the periods in which it participated. All current and past Members shall be responsible for their respective share of the expenses, as determined by the Authority, until all claims, or other unpaid liabilities covering the period of the Member's participation in the Program, have been finally resolved and a determination of the final amount of payments due by, or credit to, the Member for the period of its participation has been made by the Board. Past Members shall receive any distribution of surplus based on the same methodology as current Members. The withdrawal or expulsion of any Member from any Program shall not require the repayment or return to that Member of all or any part of any contributions, payments, advances, or distributions except in conformance with the provisions as set forth herein and in the Master Program Document.
- K. The Treasurer may deposit and invest Authority funds, subject to the same requirements and restrictions that apply to deposit and investment of the general funds of a city incorporated in the State of California and in accordance with the Investment Policy adopted annually by the Board.
- L. The accounting method for each Program will be in accordance with the provisions of the Master Program Document and the principles established by the Government Accounting Standards Board.

ARTICLE XV.

WITHDRAWAL, DEFAULTS AND EXPULSION FROM THE AUTHORITY

- A. **Withdrawal from a Program**
 - 1. Any Member which withdraws as a participant in any Program may renew participation in that Program by complying with all Program rules and regulations.
 - 2. All Members must participate in at least one of the following two Programs: Workers' Compensation and Liability. If withdrawal from a Program would result in the Member no longer participating in either of these two Programs, then such withdrawal shall constitute withdrawal as a party to the Joint Powers Agreement, subject to the Member's continuing obligations outlined in this Agreement and any other relevant governing documents. Withdrawal from the Authority pursuant to this Section A requires one year's notice of intent to withdraw as described in Section B below.

B. Withdrawal from the Authority

1. A withdrawing Member must notify CIRA of its intention to withdraw at least one year prior to the end of the fiscal year in which the Member intends to withdraw, unless a shorter withdrawal period is approved by the Executive Committee, in its sole discretion.
2. Withdrawing Members shall forfeit any remaining equity. In addition to foregoing equity, withdrawing members shall be subject to an administrative fee equal to their pro-rata share of ongoing expenses for the three program years following withdrawal. Ongoing expenses include but are not limited to staff payroll and benefits, actuarial services, investment services, financial audits, and claims administration. The withdrawing member will be invoiced its portion of the administrative fee for each of the three years, as outlined in the Master Program Document.
3. Following withdrawal, any Member which was a participant in any Program shall be responsible for its share of any additional amount of contribution, determined by the Board in accordance with the retrospective contribution adjustment, which may be necessary to enable final disposition of all claims arising from losses under that Program during the withdrawn Member's period of participation. Any such additional contribution shall be taken first from the Member's forfeited equity, if any, and if such equity is insufficient the withdrawn Member shall be responsible to pay the difference.
4. A notice of intent to withdraw may be rescinded in writing with Executive Committee consent at any time earlier than ninety (90) days before the expiration of the withdrawal period, except that any withdrawal approved by the Executive Committee upon less than six (6) months' notice shall be final.

C. The following shall be "defaults" under the Agreement and these Bylaws:

1. Failure by a Member to observe and/or perform any covenant, condition, or agreement under the Governing Documents, including but not limited to risk management or loss reporting procedures;
2. Consistent failure to attend meetings by a Member's designated representative or alternate, submit requested documents, or cooperate in the fulfillment of the Program objectives;
3. Failure to pay any amounts, including penalties and interest, due to the Authority for more than thirty (30) days;
4. Consistent inability to sustain the financial and insurance criteria that was reviewed and considered upon application for membership. For example, excessive losses, financial distress of member, handling of legal matters, corrective actions and other areas as determined by the Board;

5. The filing of a petition applicable to the Member in any proceedings instituted under the provisions of the Federal Bankruptcy Code or under any similar act which may hereafter be enacted; or
6. Any condition of the Member which the Board believes jeopardizes the financial viability of the Authority.

C. Remedies on Default

1. Whenever any default has occurred, the Authority may exercise any and all remedies available pursuant to law or granted pursuant to the Agreement and these Bylaws including, but not limited to increasing a Member's retention, penalty, or assessment, canceling a Member's coverage, or expelling the Member. However, no remedy shall be sought for defaults until the Member has been given thirty (30) days' notice of default by the Authority.
2. Probation of a Member from a Program and/or Authority:
 - a. If deemed appropriate by the Authority a member may be put on probation for a defined period of time to remedy any stated failures or matters noted in this Article.
 - b. Notice of such probation shall be in writing and signed by both parties.
 - c. The probation remedies and timelines shall be stated clearly in the notice of probation so that the Authority's actions at the end of the probation period are understood by both parties.
3. Expulsion of a Member from the Authority:
 - a. The Board, with at least a two-thirds vote, may expel any Member that is in default from the Authority.
 - b. Such expulsion shall be effective on the date prescribed by the Board, but not earlier than thirty days after notice of expulsion has been personally served or sent by certified mail to the Member.
 - c. The expulsion of any Member from any Program, after the effective date of such Program, shall not terminate its responsibility to contribute its share of contributions, or funds, to any fund Program in which it participated, nor its responsibility to provide requested data for the period(s) in which it participated.

D. Cancellation by the Authority of Coverage under a Program:

1. Upon the occurrence of any default, the Board may temporarily cancel all rights of the defaulting Member in any Program in which such Member is in default until such time as the condition causing default is corrected.

2. Upon the occurrence of any default, the Board, with at least a two-thirds (2/3) vote, may cancel permanently all rights of the defaulting Member in any Program in which such Member is in default.
- E. No remedy contained herein is intended to be exclusive. No delay or failure to exercise any right or power accruing upon any default, shall impair any such right or shall be construed to be a waiver thereof.
- F. In the event any provision in any of the Governing Documents is breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.
- G. Except as stated in this Article or elsewhere in the Governing Documents, neither withdrawal nor expulsion shall extinguish the rights and obligations of the parties incurred prior to such withdrawal or expulsion.

ARTICLE XVII. LEGAL REPRESENTATION

- A. Legal counsel may be retained by the Board to advise on matters relating to the operation of the Authority and interpretation of the Governing Documents, including but not limited to the Memoranda of Coverage. In matters in which the parties' interests are adverse or potentially adverse, counsel for the Board shall only represent the Board and shall not represent any individual Member without the informed written consent of both parties.
- B. The Authority shall have the right to pay such legal counsel reasonable compensation for said services.

ARTICLE XVIII. EXECUTION OF CONTRACTS

- A. The Board or Executive Committee may authorize any officer or officers, or any agent or agents, to enter into any contract or execute any instrument in the name, and on behalf, of the Authority and such authorization may be general or confined to specific instances.
- B. Unless so authorized by the Board, no officer, agent, or employee shall have any power or authority to bind the Authority by any contract or to pledge its credit or to render it liable for any purpose or to any amount.

ARTICLE XXIV. EXPENSE REIMBURSEMENT AND INSURANCE

- A. The Authority shall reimburse any Director who does not otherwise receive compensation for actual expenses incurred, for reasonable out of pocket expenses of the Director in the performance of his/her duty on behalf of the Authority.

- B. The Authority shall obtain insurance or provide other coverage (which may include self-insurance) indemnifying the directors, officers, and employees for personal liabilities arising out of wrongful acts in the discharge of their duties to the Authority.

**ARTICLE XIX.
NOTICES**

- A. Any notice to be given to any Member, in connection with these Bylaws, must be in writing (which may include facsimile or email) and will be deemed to have been given when deposited in the mail to the address specified by the Member to receive such notice. Any notice delivered by facsimile will be deemed to have been given when the facsimile transmission is complete. Any notice delivered by email will be deemed to have been given when the message is successfully sent. Any Member may, at any time, change the address to which such notice will be given by giving five (5) days written notice to the Authority.
- B. Any notice to or claim against the Authority shall be mailed or delivered to the mailing address of the Authority.

**ARTICLE XX.
EFFECTIVE DATE, AMENDMENTS, AND SUPREMACY**

- A. These Bylaws shall be effective immediately upon the date of adoption.
- B. Any amendments to these Bylaws shall be effective upon adoption, unless the Board in adopting them specifies otherwise, and shall supersede and cancel any prior Bylaws and/or amendments thereto.
- C. These Bylaws shall not be amended until at least 30 days after notice of the proposed amendment has been given to each Member.
- D. The adoption or amendment of these Bylaws shall not affect the Agreement or any amendments thereto. Any provision in these Bylaws which is inconsistent with the Agreement shall be superseded by the Agreement but only to the extent of the inconsistency.

**ARTICLE XXI.
POWER OF DESIGNATED PARTY**

- A. Pursuant to Government Code section 6509, the Authority is subject to the restrictions upon the manner of exercising the power of the City of Rancho Cucamonga. In the event that the City of Rancho Cucamonga ceases to be a member of the Authority, the Authority's power shall be subject to the restrictions applicable to the City of Sebastopol.

Who is the other organization that we are merging with?

We are forming a partnership with the Redwood Empire Municipal Insurance Fund (REMIF). REMIF is a pool of 15 cities located throughout five counties in Sonoma, Napa, Lake, Mendocino and Humboldt. REMIF offers self-funded general and auto liability, employment liability, workers' compensation, and health programs. A majority of REMIF members are full-service cities providing police and/or fire services. REMIF's total payroll is \$131 million.

Why are we merging organizations?

The pooling industry has dramatically changed throughout the past decade. Some pools have dissolved due to retirement of key personnel, inability to remain fiscally solvent and have absorbed by larger organizations. The industry has also become very competitive with pools competing for new members in a finite market. Larger organizations may leverage their assets to offer short term rates reductions, programs and services to attract new members; while smaller organizations, such as PARSAC and REMIF, are somewhat vulnerable to these aggressive marketing campaigns.

The merger of our organizations will strengthen the pool. It will lead to long term stability and sustainability as we will be able to spread risks and operating costs to a larger base of members. Bigger is not always better. However, when pooling risks, bigger is generally better as there are more members to share losses. The financial impact due to a series of adverse loss years will be diminished because of our larger size. A larger membership base will also result in more predictable funding and reserving forecasts (with more available data), which reduces the likelihood of future assessments. Finally, it will ultimately result in lower operating costs. Consolidating operations will eliminate redundancies, achieve economies of scale, improve service delivery, and we will be in better position to leverage our larger size for better services, rates and coverage with service providers and excess insurers.

What is the name of the new organization?

The new organization will be the California Intergovernmental Risk Authority (CIRA).

What is the effective date for CIRA?

It is proposed CIRA will begin to provide coverage and services to its members July 1, 2021.

Will my agency have representation on the CIRA Board?

Yes, each member will be represented by one Board Director and one Alternate Director. Each member will have one vote.

What will be the role of the Board?

The duties of the CIRA Board will be very similar to the current PARSAC Board. CIRA Board members will adopt the budget, approve new members, approve dividends and assessments, approve new programs and services, elect officers, etc.

Will the Executive Committee composition remain the same?

No, the Executive Committee will expand from 11 to 13. For the first two election cycles, former REMIF members will occupy at least 5 Committee seats. At least one of these seats will be an officer position (President, Vice President, Treasurer, Auditor Controller). Committee members will be elected to serve a two-year term.

How many Board meeting will there be and where will they be located?

There will be two semiannual Board meetings each year. Although not yet determined, it is very likely Board meeting will continue to be held in Sacramento and will be held in May and December

How long is my agency committed to CIRA membership?

Existing PARSAC and REMIF members must participate for two fiscal years. New CIRA members may withdraw after 5 years.

Will there be any staffing changes?

The staffs of both organizations will be combined. Although there will not be any positions eliminated, job duties and assignments may be reassigned to achieve efficiency and improve service delivery.

What happens to my agency's equity in liability and workers' compensation programs?

PARSAC program equity and assets will not transfer to CIRA. Each organization will retain their respective equity and liability pre-merger. We will continue to determine equity through the retrospective premium adjustment process annually. PARSAC members will determine, independently, how and when pre-merger equity is ultimately returned.

Will my existing claims transfer to CIRA?

No, claims with incident dates prior to the merger (June 30, 2021 or before) will remain with each organization. Each organization will determine, independently, how those claims are concluded.

What will happen to my agency's grant funds?

Grants funds allocated to your agency will remain with you. You may continue to use your grant funds once we become CIRA.

Will there be any change in coverage?

We will continue to offer the same coverages as currently provided, general liability, employment liability, workers' compensation, property, crime/employee dishonesty, special events, etc. We are currently analyzing excess providers for general liability, workers' compensation, and employment liability programs, and exploring alternative property coverage which will provide broader coverage and potentially lower costs. In the coming months, the analysis will be presented to the Transition Committee for review. In addition, REMIF offers a self-funded health program and this will be available to PARSAC members.

How will the merger affect my annual program premium contributions?

We will be allocating fixed costs to more members and this will reduce overall administration costs. Funding rates will be more stable (in the long term) as the predictive value of our loss data become more credible with a larger membership base. The actuary will complete his funding analysis later this year. Although there will be normal contribution adjustments due to changes in members' payroll and loss experience, our goal is to limit rate changes to no more than +/- 10% due to the merger.

Where will the CIRA office be located?

The CIRA office will be based out of our current PARSAC location. REMIF will continue to maintain and provide certain pre-merger programs and services through its Sonoma office, as well as house some CIRA employees. The operating expenses for both buildings relating to CIRA's self-funded and insured programs (liability, workers' compensation, property, etc.) will be allocated to all CIRA members.

Will PARSAC members be able to participate in REMIF's self-funded health program?

Yes, PARSAC members will eligible to participate in this program if they meet all qualifying underwriting standards.

Lines of coverage	PARSAC	REMIF
Liability	✓	✓
Employment Practices Liability	✓	✓
Automobile Liability	✓	✓
Property Damage (3 rd party)	✓	✓
Workers' Compensation	✓	✓
Auto Physical Damage	✓	✓
Public Official Errors and Omissions	✓	✓
Property Damage (for members' property)	✓	✓
Special Events Coverage	✓	✓
Fidelity Bond	✓	✓
Employee Benefits (dental, vision, LTD, life)	✓	✓
Medical benefits (actives, retirees)	⊘	✓

Services Offered	PARSAC	REMIF
Safety Program	✓	✓
Grants	✓	⊘
Consultation and referral services	✓	✓
Customized risk management presentations	✓	⊘
Video and print resource library	✓	⊘
Regional and onsite risk management training	✓	✓
Web-based OSHA safety courses	✓	✓
In person OSHA safety courses	⊘	✓
Web-based employment practices courses	✓	✓
On site risk assessments	✓	✓
Post-accident assistance and mitigation	✓	✓
Operational Best Practices Templates	✓	⊘

Lexipol Fire and LE	✓	✓
Consultation with employment law firms	✓	✓
Liebert Cassidy Whitmore (LCW) Consortium Membership	✓	✓
DMV pull program	✓	⊘
DOT Drug Screening Program	✓	✓
Defensive Driver Training	✓	✓
Pre-employment physicals	⊘	✓



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF FINANCE

DATE: NOVEMBER 17, 2020

SUBJECT: **FIRST QUARTER BUDGET REPORT**

FISCAL
IMPACT:

Fund	Revenues (Including Transfers-In)	Appropriations (Including Capital & Transfers-Out)
General Fund	\$2,323,202	\$1,236,508
Special Revenue	\$2,211,249	\$ 665,625
Capital Projects	\$1,191,152	\$ 0
Total	\$5,725,603	\$1,902,133

SUMMARY:

Upon the deliberation and adoption of the Fiscal Year (FY) 2020-21 budget, Staff indicated that due to the unknown effects of COVID-19, Staff would establish a conservative General Fund operation budget and present a comprehensive 1st quarter report. This quarterly report is developed and presented to the Council to provide the most current information on the financial activities of the City on which to base decisions. Additionally, these types of quarterly reports assist City departments in communicating their financial operations throughout the fiscal year including any program changes and significant impacts to their annual budgets, as well as gauging the City's budget plan as compared to actual revenue and expenditures. This report includes requested departmental budget adjustments and preliminary year-to-date actuals through the first quarter of fiscal year 2020-21, covering the period through September 30, 2020.

RECOMMENDATION:

It is recommended that the City Council take the following action:

Approve the First Quarter Budget Report and adopt Resolution No. R-2020-XX, amending the City's 2020-21 Budget.

DISCUSSION:

General Fund: The General Fund 2020-21 Amended Budget includes revenues of \$37.3 million and expenditures of \$36.6 million. The proposed budget adjustments in the 2020-21 First Quarter

3. a.
November 17, 2020

Budget Report include an increase in revenues of \$2.3 million and an increase in expenditures of \$1.2 million. Approval of this item will result in a net increase of \$1.1 million in the General Fund budgetary fund balance to a total of \$13.2 million.

General Fund	Budgeted Sources			
	Adopted	Amended	Requested Adjustment	Revised
Revenue				
Property Taxes	16,470,800	16,470,800	-	16,470,800
Sales & Use Taxes	6,138,000	6,138,000	-	6,138,000
Other Taxes	6,508,000	6,508,000	-	6,508,000
Permits	915,000	915,000	-	915,000
Fines & Forfeitures	444,000	444,000	-	444,000
Intergovernmental	231,000	231,000	-	231,000
Charges for Services	1,016,000	1,016,000	25,000	1,041,000
Miscellaneous Revenue	1,777,000	1,777,000	1,662,399	3,439,399
Total Revenue	33,499,800	33,499,800	1,687,399	35,187,199
Transfers In	987,300	987,300	635,803	1,623,103
Measure U Transfers-In				
Reserve Contribution	1,019,000	1,019,000	-	1,019,000
Employee Retention	1,019,188	1,019,188	-	1,019,188
OPEB	735,000	735,000	-	735,000
Total Transfers In	3,760,488	3,760,488	635,803	4,396,291
Total Sources	37,260,288	37,260,288	2,323,202	39,583,490

Revenue budget adjustment requests include the following:

- Charges for Services – an increase of \$25,000 in engineering fees due to traffic control plan check services being higher than anticipated.
- Miscellaneous Revenue – an increase of \$1.7 million due to an increase in bond proceeds of \$700,000 to fund the cost of issuance for the 2020 Pension Lease Revenue Bonds and an increase in other financing sources of \$962,399 to fund fire equipment purchases not completed in 2019-20.
- Transfers In – an increase of \$635,803 due to the receipt of CARES Act funding for 2020-21.

General Fund	Budgeted Requirements			
	Adopted	Amended	Requested Adjustment	Revised
Department				
Legislative	1,080,100	1,080,100	-	1,080,100
Administration	4,796,800	4,848,690	-	4,848,690
Finance	1,176,300	1,180,085	-	1,180,085
Development Services	1,219,100	1,223,421	-	1,223,421
Public Safety - Police	12,031,588	12,031,588	-	12,031,588
Public Safety - Animal Control	327,000	327,000	-	327,000
Fire & Life Safety	3,613,300	3,778,036	-	3,778,036
Public Works	4,359,600	4,365,874	36,100	4,401,974
Community Services	1,778,500	1,785,498	-	1,785,498
General Government	3,987,100	4,002,914	-	4,002,914
Debt Service	1,496,900	1,496,900	700,000	2,196,900
Total Department	35,866,288	36,120,105	736,100	36,856,205
Capital Improvement Program	100,000	251,780	500,408	752,188
Transfers Out	275,000	275,000	-	275,000
Total Requirements	36,241,288	36,646,885	1,236,508	37,883,393

Notable expenditure budget adjustment requests include the following:

- Debt Service – an increase of \$700,000 in issuance costs associated with the 2020 Pension Lease Revenue Bond issuance.
- Capital Improvement Program – an increase of \$500,408 capital projects due to CARES citywide projects (\$50,000), Council Chamber video upgrade project (\$75,000), fire station repair and improvement projects (\$220,000), Old Town Outdoor Dining project (\$71,000), fire equipment (\$84,408).

Special Revenue Funds: The Special Revenue Fund 2020-21 Amended Budget includes revenues of \$25.8 million and expenditures of \$25.4 million. The proposed budget adjustments in the 2020-21 First Quarter Budget Report include an increase in revenues of \$2.2 million and an increase in expenditures of \$665,625. Approval of this item will result in a net increase of \$1.5 million in the Special Revenue Fund budgetary fund balance. Notable adjustments include:

- City Quimby In Lieu Fee – an increase in revenue of \$280,000 due to an increase in Federal Grants to reflect the receipt of funding for the Bicycle Corridor Improvement Program.
- COVID-19 Relief Fund – an increase in revenue and transfers out of \$635,803 to reflect the receipt of CARES Act funding for 2020-21 and the transfer of funds to the General Fund.
- Miscellaneous Grants Fund – an increase in revenue and expenditures of \$208,837 due to the receipt of State Grant funds for the HVAC project at the Powell Building.

- Placentia Regional Navigation Center – an increase in revenue of \$1,086,609 to carryforward prior year funding.

Capital Projects: The Capital Projects Fund 2020-21 Amended Budget includes expenditures of \$1.3 million. The proposed budget adjustment in the 2020-21 First Quarter Budget Report include an increase in revenues of \$1.2 million and approval of this item will result in an increase of \$1.2 million in the Capital Projects Fund budgetary fund balance. An increase of \$1.2 million in Federal Grants is requested to reflect the OCTA reimbursement for the HSIP Traffic Signal Project.

FISCAL IMPACT:

The fiscal impact associated with the approval of this item is summarized below with the detailed budget adjustments as listed in Exhibit A as attached.

Fund	Revenues (Including Transfers-In)	Appropriations (Including Capital & Transfers-Out)
General Fund	\$2,323,202	\$1,236,508
Special Revenue	\$2,211,249	\$665,625
Capital Projects	\$1,191,152	\$0
Total	\$5,725,603	\$1,902,133

Based upon preliminary 2020-21 projections, which reflect an increase in revenues of \$2.0 million and budgetary savings of \$1.9 million, it is anticipated that the General Fund budgetary unassigned fund balance (contingency reserve) will increase by an additional \$3.9 million for a total fund balance of \$9.7 million. Since revenues are projected to come in significantly higher than conservatively budgeted, coupled with CARES Act Funds designed to reimburse the City for COVID related expenditures, the City's FY 2020-21 budget is fairing very positive. Should the City's forecast figures generally stay consistent with planned revenues and expenditures, the FY 2020-21 budget is on a structurally sound and fiscally sustainable path.

Prepared by:



Jessica Brown
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. First Quarter Budget Report
2. Resolution R-2020-XX – Authorizing a Budget Amendment in Fiscal Year 2020-21
 - a. Exhibit A – Detailed Budget Adjustments
3. Presentation – First Quarter Budget Report



City of Placentia
2020-21 First Quarter Budget Report
As of September 30, 2020

City of Placentia
2019-20 General Fund Unaudited Yearend Results
As of June 30, 2020

	Amended	Unaudited	Variance to Budget
Beginning Fund Balance		8,758,869	
REVENUE			
Property Taxes	15,898,200	15,980,808	82,608
Sales & Use Taxes	6,943,000	6,861,920	(81,080)
Other Taxes	6,935,000	6,712,675	(222,325)
Permits	1,520,000	1,449,557	(70,443)
Fines & Forfeitures	449,000	418,752	(30,248)
Intergovernmental	415,000	701,864	286,864
Charges for Services	1,079,000	989,093	(89,907)
Miscellaneous Revenue	8,942,200	7,848,845	(1,093,355)
Total Revenues	42,181,400	40,963,513	(1,217,887)
Transfers In	1,273,074	1,273,074	-
Measure U Transfers-In			
Reserve Contribution	1,425,300	1,541,099	115,799
Employee Retention	1,425,300	1,541,287	115,987
OPEB	-	-	-
Total Transfers-In	4,123,674	4,355,460	231,786
Total Sources	46,305,074	45,318,973	(986,101)
REQUIREMENTS			
Department			
Legislative	1,384,834	1,356,861	(27,973)
Administration	2,054,233	2,008,384	(45,848)
Finance	1,072,900	988,003	(84,897)
Development Services	1,205,983	1,198,254	(7,729)
Public Safety - Police	12,656,900	12,077,693	(579,207)
Public Safety - Fire & Paramedic	7,113,100	7,114,119	1,019
Public Safety - Animal Control	352,000	272,244	(79,756)
Fire & Life Safety	1,956,000	1,773,484	(182,516)
Public Works	4,012,700	3,810,276	(202,424)
Community Services	1,671,850	1,537,369	(134,481)
General Government	4,060,500	3,933,360	(127,140)
Debt Service	488,700	621,570	132,870
Total Department	38,029,700	36,691,617	(1,338,083)
Capital Improvement Program	6,322,153	5,662,591	(659,562)
Transfers Out	270,300	270,300	-
Total Requirements	44,622,153	42,624,508	(1,997,645)
Ending Fund Balance		11,453,334	

**City of Placentia
2019-20 General Fund
Unaudited Fund Balance**

Beginning Fund Balance 7/1/2019 **8,758,869**

Unaudited Actuals

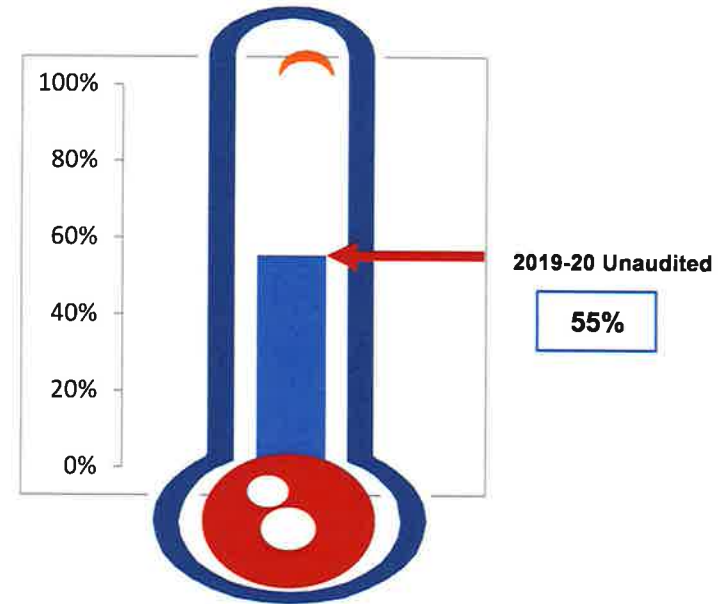
Revenue	40,963,513
Transfers In	1,273,074
Transfers In Measure U	3,082,386
Expenditures	36,838,630
Capital Improvement Program	5,515,578
Transfers Out	270,300

Change in Fund Balance **2,694,465**

Ending Fund Balance 6/30/2020 **11,453,334**

Fund Balance Designations

Nonspendable	4,027,194
Restricted	555,258
Committed - Metrolink Station	3,400,000
Unassigned	3,470,882



City of Placentia
2019-20 Preliminary Yearend Results
Unaudited as of June 30, 2020

FUND TYPE Fund Name	Fund Balance 7/1/2019	Sources			Requirements			Net Increase/ (Decrease)	Unaudited Fund Balance 6/30/2020
		Amended Budget*	Unaudited		Amended Budget**	Unaudited			
			Revenue	Transfers In		Expenditures	Transfers Out		
GENERAL FUND									
General Fund (0010)	8,758,869	46,305,074	40,963,513	4,355,460	44,622,153	42,354,208	270,300	2,694,465	11,453,334
Total General Fund	8,758,869	46,305,074	40,963,513	4,355,460	44,622,153	42,354,208	270,300	2,694,465	11,453,334
SPECIAL REVENUE FUNDS									
Afford Housing In-Lieu (0034)	54,158	-	1,041	-	53,500	-	-	1,041	55,199
Air Quality Management (0019)	190,270	67,000	65,537	-	184,144	134,747	-	(69,210)	121,060
Asset Seiz 15% Training (0073)	-	-	-	-	-	-	-	-	-
Asset Seizure (0021)	223,524	307,500	409,470	-	243,000	117,912	-	291,558	515,082
CDBG Fund (0030)	(201,292)	374,700	316,344	-	374,700	232,777	91,800	(8,233)	(209,525)
City Pub Sfty Impct Fee (0067)	(17,208)	52,000	53,166	-	-	-	-	53,166	35,958
City Quimby In Lieu Fee (0069)	-	785,000	514,878	-	350,000	-	-	514,878	514,878
City Traffic Impct Fees (0065)	-	8,000	4,664	-	8,000	-	-	4,664	4,664
Citywide Sewer ImpactFee(0064)	-	-	-	-	-	-	-	-	-
Comm Trans Hous Grant (0062)	945,028	-	-	-	671,900	775,625	-	(775,625)	169,403
Community Fac District (0047)	47,680	-	997	-	-	-	-	997	48,677
CW Aford House ImpactFee(0068)	-	-	-	-	-	-	-	-	-
CW Stormdr Impact Fee (0066)	326	-	-	-	-	-	-	-	326
Explorer Grant NOC (0076)	50,154	80,000	-	-	73,500	33,908	-	(33,908)	16,246
Gen Plan Update Fees (0074)	11,863	228,400	274,590	-	20,000	12,477	-	262,113	273,976
Housing Successor Agncy (0053)	1,667,440	108,200	171,144	-	87,800	3,810	87,770	79,564	1,747,004
Landscape Maintenance (0029)	12,593	441,100	443,982	-	450,500	471,901	-	(27,918)	(15,325)
Measure M (0018)	486,499	917,500	1,082,972	-	1,105,959	884,666	-	198,305	684,804
Measure U Fund (0079)	1,410,323	5,700,000	6,324,682	-	6,639,817	1,914,305	3,082,386	1,327,991	2,738,314
Misc Grants Fund (0050)	145,035	196,300	61,837	-	196,300	119,105	-	(57,268)	87,767
NOC-Public Safety Grant(0061)	(17,144)	324,000	310,000	-	306,900	232,676	-	77,324	60,180
OCATT Fund (0077)	-	127,000	-	-	127,000	83	-	(83)	(83)
Park Development (0023)	19,696	-	376	-	-	-	-	376	20,072
Parks & Rec Impact Fees (0063)	11,822	600,000	535,861	-	600,000	-	-	535,861	547,683
PEG Fund (0058)	(29,717)	80,000	84,697	-	97,300	83,241	-	1,456	(28,261)
Placentia Reg Nav Cent(0078)	14,781	2,441,700	3,476,539	87,770	4,645,300	4,356,901	-	(792,592)	(777,811)
Public Safety CFD (0055)	25,658	23,500	36,672	-	66,000	36,133	-	540	26,198
Public Safety Mitigat (0057)	(34,129)	-	-	-	2,400	-	-	-	(34,129)
Rehab Reimbursements Fd (0059)	214,374	-	3,095	-	214,374	-	214,374	(211,279)	3,095
Sccssr Agncy Ret Oblg (0054)	(16,216,740)	2,195,300	2,926,618	-	842,200	728,014	19,000	2,179,604	(14,037,136)
Sewer Construction (0024)	21,485	-	405	-	-	-	-	405	21,890
State Gas Tax - RMRA (0060)	983,488	867,000	918,897	-	1,702,750	1,158,065	-	(239,168)	744,320
State Gas Tax (0017)	94	1,394,200	1,202,964	-	1,394,200	291,752	1,105,400	(194,188)	(194,094)

City of Placentia
2019-20 Preliminary Yearend Results
Unaudited as of June 30, 2020

FUND TYPE Fund Name	Fund Balance 7/1/2019	Sources			Requirements			Net Increase/ (Decrease)	Unaudited Fund Balance 6/30/2020
		Amended Budget*	Unaudited		Amended Budget**	Unaudited			
			Revenue	Transfers In		Expenditures	Transfers Out		
SPECIAL REVENUE FUNDS cont'd									
Storm Drain Constrction (0025)	23,960	-	463	-	20,000	-	-	463	24,423
Street Lighting Distrct (0028)	-	410,300	136,307	270,300	410,300	416,912	-	(10,306)	(10,306)
Suppl Law Enfrcmnt (0022)	107,208	100,000	158,291	-	173,000	70,470	100,000	(12,179)	95,029
Technology Impact Fees (0075)	58,448	131,000	150,564	-	35,000	-	35,000	115,564	174,012
Thoroughfare Constction (0026)	25,104	-	492	-	8,200	-	-	492	25,596
TOD Sewer Impact Fees (0071)	(211,358)	310,000	311,876	-	58,600	67,507	-	244,369	33,011
TOD Strscape Impct Fee (0072)	-	27,000	477,711	-	-	-	-	477,711	477,711
TOD Traffic Impact Fees (0070)	52	220,000	225,413	-	100,000	-	-	225,413	225,465
Traffic Offender Fund (0051)	5,582	-	87	-	-	-	-	87	5,669
Utility User Tax (0016)	-	-	-	-	-	-	-	-	-
Total Special Revenue Funds	(9,970,943)	18,516,700	20,682,632	358,070	21,262,644	12,142,986	4,735,730	4,161,986	(5,808,957)
DEBT SERVICE									
Gas Tax Bond Fund (0052)	489,641	484,500	5,654	484,500	484,500	484,480	-	5,674	495,315
Total Debt Service	489,641	484,500	5,654	484,500	484,500	484,480	-	5,674	495,315
CAPITAL PROJECTS FUND									
City Capital Projects (0033)	(597,712)	1,534,000	297,995	-	1,541,100	210,609	-	87,386	(510,326)
Total Capital Projects Fund	(597,712)	1,534,000	297,995	-	1,541,100	210,609	-	87,386	(510,326)
ENTERPRISE FUNDS									
Sewer Maintenance (0048)	7,798,767	720,000	745,406	-	2,072,000	1,764,357	192,000	(1,210,950)	6,587,817
Refuse Administration (0037)	(578,968)	3,204,000	3,256,565	-	3,176,100	3,156,295	-	100,270	(478,698)
Total Enterprise Funds	7,219,799	3,924,000	4,001,971	-	5,248,100	4,920,651	192,000	(1,110,680)	6,109,119
INTERNAL SERVICE FUNDS									
Employee Health & Wlfre (0039)	32,722	1,156,200	1,221,503	-	1,167,000	1,035,327	-	186,176	218,898
Risk Management (0040)	-	1,056,000	1,061,183	-	1,056,000	858,117	-	203,066	203,066
Equipment Replacement (0041)	38,793	141,200	16,350	-	175,000	(32,854)	-	49,204	87,997
Total Internal Service Funds	71,515	2,353,400	2,299,036	-	2,398,000	1,860,590	-	438,446	509,961
Total All Funds	5,971,169	73,117,674	68,250,801	5,198,030	75,556,497	61,973,525	5,198,030	6,277,276	12,248,445

**City of Placentia
2020-21 First Quarter Budget Report
By Fund Type**

FUND TYPE	Adjusted Fund Balance 7/1/2020	Budgeted Sources				Budgeted Requirements			
		Adopted	Amended	Requested Adjustment	Revised	Adopted	Amended	Requested Adjustment	Revised
General Fund	11,453,334	37,260,288	37,260,288	2,323,202	39,583,490	36,241,288	36,646,885	1,236,508	37,883,393
Special Revenue Funds	(5,808,957)	25,759,391	25,759,391	2,211,249	27,970,640	22,031,655	25,398,813	665,625	26,064,438
Debt Service	495,315	484,500	484,500	-	484,500	484,500	484,500	-	484,500
City Capital Projects	(510,326)	-	-	1,191,152	1,191,152	-	1,330,467	-	1,330,467
Enterprise Funds	6,109,119	4,461,200	4,461,200	-	4,461,200	4,559,400	5,066,356	-	5,066,356
Internal Service Funds	509,961	2,459,500	2,459,500	-	2,459,500	2,479,400	2,642,787	-	2,642,787
Total All Funds	12,248,445	70,424,879	70,424,879	5,725,603	76,150,482	65,796,243	71,569,808	1,902,133	73,471,941

NOTE: Sources includes Transfers In and Requirements includes Transfers Out

**City of Placentia
2020-21 First Quarter Budget Report
General Fund Revenue**

General Fund	Budgeted Sources			
	Adopted	Amended	Requested Adjustment	Revised
Revenue				
Property Taxes	16,470,800	16,470,800	-	16,470,800
Sales & Use Taxes	6,138,000	6,138,000	-	6,138,000
Other Taxes	6,508,000	6,508,000	-	6,508,000
Permits	915,000	915,000	-	915,000
Fines & Forfeitures	444,000	444,000	-	444,000
Intergovernmental	231,000	231,000	-	231,000
Charges for Services	1,016,000	1,016,000	25,000	1,041,000
Miscellaneous Revenue	1,777,000	1,777,000	1,662,399	3,439,399
Total Revenue	33,499,800	33,499,800	1,687,399	35,187,199
Transfers In	987,300	987,300	635,803	1,623,103
Measure U Transfers-In				
Reserve Contribution	1,019,000	1,019,000	-	1,019,000
Employee Retention	1,019,188	1,019,188	-	1,019,188
OPEB	735,000	735,000	-	735,000
Total Transfers In	3,760,488	3,760,488	635,803	4,396,291
Total Sources	37,260,288	37,260,288	2,323,202	39,583,490

City of Placentia
2020-21 First Quarter Budget Report
General Fund Expenditures by Department

General Fund	Budgeted Requirements			
	Adopted	Amended	Requested Adjustment	Revised
Department				
Legislative	1,080,100	1,080,100	-	1,080,100
Administration	4,796,800	4,848,690	-	4,848,690
Finance	1,176,300	1,180,085	-	1,180,085
Development Services	1,219,100	1,223,421	-	1,223,421
Public Safety - Police	12,031,588	12,031,588	-	12,031,588
Public Safety - Animal Control	327,000	327,000	-	327,000
Fire & Life Safety	3,613,300	3,778,036	-	3,778,036
Public Works	4,359,600	4,365,874	36,100	4,401,974
Community Services	1,778,500	1,785,498	-	1,785,498
General Government	3,987,100	4,002,914	-	4,002,914
Debt Service	1,496,900	1,496,900	700,000	2,196,900
Total Department	35,866,288	36,120,105	736,100	36,856,205
Capital Improvement Program	100,000	251,780	500,408	752,188
Transfers Out	275,000	275,000	-	275,000
Total Requirements	36,241,288	36,646,885	1,236,508	37,883,393

**City of Placentia
2020-21 First Quarter Budget Report
Summary**

FUND TYPE Fund Name	Unaudited Fund Balance 7/1/2020	Sources				Requirements				Fund Balance 6/30/2021
		Adopted	Amended	Requests	Proposed	Adopted	Amended	Requests	Proposed	
GENERAL FUND										
General Fund (0010)	11,453,334	37,260,288	37,260,288	2,323,202	39,583,490	36,241,288	36,646,885	1,236,508	37,883,393	13,153,431
Total General Fund	11,453,334	37,260,288	37,260,288	2,323,202	39,583,490	36,241,288	36,646,885	1,236,508	37,883,393	13,153,431
SPECIAL REVENUE FUNDS										
Afford Housing In-Lieu (0034)	55,199	-	-	-	-	53,500	53,500	-	53,500	1,699
Air Quality Management (0019)	121,060	69,000	69,000	-	69,000	61,600	189,892	-	189,892	168
Asset Seiz 15% Training (0073)	-	-	-	-	-	-	-	-	-	-
Asset Seizure (0021)	515,082	-	-	-	-	200,500	227,701	-	227,701	287,382
CDBG Fund (0030)	(209,525)	352,000	352,000	-	352,000	352,000	575,181	-	575,181	(432,707)
City Pub Sfty Impct Fee (0067)	35,958	693,900	693,900	-	693,900	652,100	652,100	-	652,100	77,758
City Quimby In Lieu Fee (0069)	514,878	919,000	919,000	280,000	1,199,000	-	350,000	-	350,000	1,363,878
City Traffic Impct Fees (0065)	4,664	475,200	475,200	-	475,200	115,000	123,000	-	123,000	356,864
Citywide Sewer ImpactFee(0064)	-	-	-	-	-	-	-	-	-	-
Comm Trans Hous Grant (0062)	169,403	-	-	-	-	269,000	269,000	-	269,000	(99,597)
Community Fac District (0047)	48,677	-	-	-	-	-	-	-	-	48,677
COVID-19 Relief Fund (0081)	-	-	-	635,803	635,803	-	-	635,803	635,803	-
CW Aford House ImpactFee(0068)	-	2,114,000	2,114,000	-	2,114,000	-	-	-	-	2,114,000
CW Stormdr Impact Fee (0066)	326	-	-	-	-	-	-	-	-	326
Explorer Grant NOC (0076)	16,246	80,000	80,000	-	80,000	80,000	80,000	-	80,000	16,246
Gen Plan Update Fees (0074)	273,976	100,000	100,000	-	100,000	125,000	132,523	-	132,523	241,453
Housing Successor Agency (0053)	1,747,004	58,200	58,200	-	58,200	-	87,800	(87,800)	-	1,805,204
Landscape Maintenance (0029)	(15,325)	447,500	447,500	-	447,500	445,700	445,700	-	445,700	(13,525)
Measure M (0018)	684,804	744,200	744,200	-	744,200	1,041,900	1,294,618	(41,759)	1,252,859	176,145
Measure U Fund (0079)	2,738,314	5,095,000	5,095,000	-	5,095,000	6,085,900	7,411,722	(49,456)	7,362,266	471,048
Misc Grants Fund (0050)	87,767	912,800	912,800	208,837	1,121,637	1,097,800	1,097,800	208,837	1,306,637	(97,233)
NOC-Public Safety Grant(0061)	60,180	324,000	324,000	-	324,000	324,000	324,000	-	324,000	60,180
OCATT Fund (0077)	(83)	122,800	122,800	-	122,800	122,800	122,800	-	122,800	(83)
Park Development (0023)	20,072	-	-	-	-	-	-	-	-	20,072
Parks & Rec Impact Fees (0063)	547,683	1,784,100	1,784,100	-	1,784,100	2,035,000	2,035,000	-	2,035,000	296,783
PEG Fund (0058)	(28,261)	82,000	82,000	-	82,000	94,400	98,285	-	98,285	(44,547)
Placentia Reg Nav Cent(0078)	(777,811)	1,862,500	1,862,500	1,086,609	2,949,109	1,881,655	2,343,391	-	2,343,391	(172,093)
Public Safety CFD (0055)	26,198	22,000	22,000	-	22,000	4,700	34,700	-	34,700	13,498
Public Safety Mitigat (0057)	(34,129)	36,500	36,500	-	36,500	-	-	-	-	2,371
Rehab Reimbursements Fd (0059)	3,095	-	-	-	-	-	-	-	-	3,095
Scssr Agency Ret Oblig (0054)	(14,037,136)	1,958,100	1,958,100	-	1,958,100	820,200	832,437	-	832,437	(12,911,473)
Sewer Construction (0024)	21,890	-	-	-	-	-	-	-	-	21,890
State Gas Tax - RMRA (0060)	744,320	880,149	880,149	-	880,149	1,241,100	1,566,576	-	1,566,576	57,893
State Gas Tax (0017)	(194,094)	1,230,442	1,230,442	-	1,230,442	1,315,300	1,319,293	-	1,319,293	(282,945)
Storm Drain Constrction (0025)	24,423	-	-	-	-	-	20,000	-	20,000	4,423
Street Lighting Distrct (0028)	(10,306)	411,000	411,000	-	411,000	410,600	410,600	-	410,600	(9,906)
Suppl Law Enfrmnt (0022)	95,029	100,000	100,000	-	100,000	100,000	100,000	-	100,000	95,029
Technology Impact Fees (0075)	174,012	50,000	50,000	-	50,000	85,000	85,000	-	85,000	139,012
Thoroughfare Constcton (0026)	25,596	-	-	-	-	16,900	25,100	-	25,100	496
TOD Sewer Impact Fees (0071)	33,011	3,000,000	3,000,000	-	3,000,000	3,000,000	2,991,093	-	2,991,093	41,918
TOD Strscape Impct Fee (0072)	477,711	1,300,000	1,300,000	-	1,300,000	-	-	-	-	1,777,711

**City of Placentia
2020-21 First Quarter Budget Report
Summary**

FUND TYPE Fund Name	Unaudited Fund Balance 7/1/2020	Sources				Requirements				Fund Balance 6/30/2021
		Adopted	Amended	Requests	Proposed	Adopted	Amended	Requests	Proposed	
SPECIAL REVENUE FUNDS cont'd										
TOD Traffic Impact Fees (0070)	225,465	535,000	535,000	-	535,000	-	100,000	-	100,000	660,465
Traffic Offender Fund (0051)	5,669	-	-	-	-	-	-	-	-	5,669
Utility User Tax (0016)	-	-	-	-	-	-	-	-	-	-
Total Special Revenue Funds	(5,808,957)	25,759,391	25,759,391	2,211,249	27,970,640	22,031,655	25,398,813	665,625	26,064,438	(3,902,755)
DEBT SERVICE										
Gas Tax Bond Fund (0052)	495,315	484,500	484,500	-	484,500	484,500	484,500	-	484,500	495,315
Total Debt Service	495,315	484,500	484,500	-	484,500	484,500	484,500	-	484,500	495,315
CAPITAL PROJECTS FUND										
City Capital Projects (0033)	(510,326)	-	-	1,191,152	1,191,152	-	1,330,467	-	1,330,467	(649,641)
Total Capital Projects Fund	(510,326)	-	-	1,191,152	1,191,152	-	1,330,467	-	1,330,467	(649,641)
ENTERPRISE FUNDS										
Sewer Maintenance (0048)	6,587,817	734,000	734,000	-	734,000	862,800	1,369,756	-	1,369,756	5,952,061
Refuse Administration (0037)	(478,698)	3,727,200	3,727,200	-	3,727,200	3,696,600	3,696,600	-	3,696,600	(448,098)
Total Enterprise Funds	6,109,119	4,461,200	4,461,200	-	4,461,200	4,559,400	5,066,356	-	5,066,356	5,503,962
INTERNAL SERVICES FUND										
Employee Health & Wlfre (0039)	218,898	1,143,500	1,143,500	-	1,143,500	1,163,400	1,163,400	-	1,163,400	198,998
Risk Management (0040)	203,066	1,316,000	1,316,000	-	1,316,000	1,316,000	1,316,000	-	1,316,000	203,066
Equipment Replacement (0041)	87,997	-	-	-	-	-	163,387	-	163,387	(75,390)
Total Internal Service Funds	509,961	2,459,500	2,459,500	-	2,459,500	2,479,400	2,642,787	-	2,642,787	326,674
Total All Funds	12,248,446	70,424,879	70,424,879	5,725,603	76,150,482	65,796,243	71,569,808	1,902,133	73,471,941	14,926,986

NOTE: Sources includes Transfers In and Requirements includes Transfers Out

City of Placentia
2020-21 First Quarter Budget Report
General Fund Budget Request Detail

SOURCES	Adopted	Budgeted Sources			Explanation
		Amended	Requested Adjustment	Revised	
General Fund Sources	37,260,288	37,260,288	2,323,202	39,583,490	Increase in revenue of \$2,323,202 including: - Charges for Services - Engineering Fees of \$25,000 due to the demand for traffic control plan check services being higher than anticipated. - Miscellaneous Revenue - Bond Proceeds of \$700,000 due to an increase in Issuance Costs associated with the 2020 Pension Lease Revenue Bonds. - Miscellaneous Revenue - Other Financing Sources of \$962,399 due loan proceeds for fire equipment purchases not made in 2019-20. - Transfers In of \$635,803 due to the receipt of CARES Act funding.
Total Sources	37,260,288	37,260,288	2,323,202	39,583,490	

REQUIREMENTS	Adopted	Budgeted Requirements			Explanation
		Amended	Requested Adjustment	Revised	
Department					
Public Works	4,359,600	4,365,874	36,100	4,401,974	Increase in expenditures of \$36,100 including an increase in Professional Services of \$11,100 and an increase in Contract Services of \$25,000. The increase in Professional Services is due to the Old Town CFD Project which was budgeted in 2019-20 being delayed to 2020-21 and the increase in Contract Services due to the demand for traffic control plan check services being higher than anticipated. Funding for these expenditures includes Fee Revenue of \$25,000 with a net impact to the General Fund of \$11,100.
Debt Service	1,496,900	1,496,900	700,000	2,196,900	Increase in expenditures of \$700,000 due to an increase in Issuance Costs associated with the 2020 Pension Lease Revenue Bonds. Funding for this expenditure is bond proceeds and will not impact the City General Fund.
Capital Improvement Program	100,000	251,780	500,408	752,188	Increase in expenditures of \$500,408 due to the following: - CARES Citywide Projects in the amount of \$50,000 - Council Chambers Video Upgrade in the amount of \$75,000 - Fire Station Interior Building Repairs and Improvements in the amount of \$220,000 - Old Town Outdoor Dining in the amount of \$71,000 - Oxygen Tank Refill Equipment in the amount of \$39,408 - Westnet Emergency Response Light in the amount of \$45,000 Funding for these expenditures includes CARES Act funds of \$196,000 and Fire Apparatus Loan Proceeds of \$84,408, with a net impact to the General Fund of \$220,000.
Total Requirements	5,956,500	6,114,554	1,236,508	7,351,062	

City of Placentia
2020-21 First Quarter Budget Report
Other Funds Budget Request Detail

FUND TYPE Fund Name	Adopted	Amended	Requested Adjustment	Revised	Explanation
SPECIAL REVENUE FUNDS					
City Quimby In Lieu Fee (0069)					
Sources	919,000	919,000	280,000	1,199,000	Increase in revenue of \$280,000 due to an increase in Federal Grants to reflect the receipt of funding for the Bicycle Corridor Improvement Program.
Requirements	-	350,000	-	350,000	
Net Impact to Fund Balance	919,000	569,000	280,000	849,000	
COVID-19 Relief Fund (0081)					
Sources	-	-	635,803	635,803	Increase in revenue and expenditures of \$635,803 due to the receipt of CARES Act funding and Transfers Out to the General Fund.
Requirements	-	-	635,803	635,803	
Net Impact to Fund Balance	-	-	-	-	
Housing Successor Agency (0053)					
Sources	58,200	58,200	-	58,200	Decrease in transfers out of \$87,800 due to transfer being completed in 2019-20.
Requirements	-	87,800	(87,800)	-	
Net Impact to Fund Balance	58,200	(29,600)	87,800	58,200	
Measure M (0018)					
Sources	744,200	744,200	-	744,200	Decrease in expenditures of \$41,759 due to a decrease in Construction Services as a result of savings following project completion.
Requirements	1,041,900	1,294,618	(41,759)	1,252,859	
Net Impact to Fund Balance	(297,700)	(550,418)	41,759	(508,659)	
Measure U Fund (0079)					
Sources	5,095,000	5,095,000	-	5,095,000	Decrease in expenditures of \$49,456 due to a decrease in Machinery & Equipment of \$69,456 as a result of budget savings offset by an increase in Construction Services of \$20,000 to fund expenses associated with Goldenrod Park improvements.
Requirements	6,831,900	7,411,722	(49,456)	7,362,266	
Net Impact to Fund Balance	(1,736,900)	(2,316,722)	49,456	(2,267,266)	
Misc Grants Fund (0050)					
Sources	912,800	912,800	208,837	1,121,637	Increase in revenue and expenditures of \$208,837 due to the receipt of State Grant funds and an increase in Machinery & Equipment for the Powell Building HVAC project.
Requirements	1,097,800	1,097,800	208,837	1,306,637	
Net Impact to Fund Balance	(185,000)	(185,000)	-	(185,000)	
Placentia Reg Nav Cent(0078)					
Sources	1,862,500	1,862,500	1,086,609	2,949,109	Increase in revenue of \$1,086,609 due to carryforward funding sources from grants and NSPA allocation from previous years.
Requirements	1,881,655	2,343,391	-	2,343,391	
Net Impact to Fund Balance	(19,155)	(480,891)	1,086,609	605,718	
TOTAL SPECIAL REVENUE FUNDS					
Sources	9,591,700	9,591,700	2,211,249	11,802,949	
Requirements	10,853,255	12,585,332	665,625	13,250,957	
Net Impact to Fund Balance	(1,261,555)	(2,993,632)	1,545,624	(1,448,008)	

City of Placentia
2020-21 First Quarter Budget Report
Other Funds Budget Request Detail

FUND TYPE Fund Name	Adopted	Amended	Requested Adjustment	Revised	Explanation
CAPITAL PROJECTS FUND					
City Capital Projects (0033)					
Sources	-	-	1,191,152	1,191,152	Increase in revenue of \$1,191,152 due to an increase in Federal Grants to recognize the OCTA reimbursement for the HSIP Traffic signal project.
Requirements	-	1,330,467	-	1,330,467	
Net Impact to Fund Balance	-	(1,330,467)	1,191,152	(139,315)	

NOTE: Requirements includes Transfers Out

City of Placentia
2020-21 First Quarter Budget Report
Yearend Estimate

	Adopted	Amended	Requested Adjustment	Revised	Actuals as of 9/30/2020	Yearend Estimate
Beginning Fund Balance				11,453,334	11,453,334	11,453,334
REVENUE						
Property Taxes	16,470,800	16,470,800	-	16,470,800	18,642	16,470,800
Sales & Use Taxes	6,138,000	6,138,000	-	6,138,000	26,129	6,986,121
Other Taxes	6,508,000	6,508,000	-	6,508,000	675,976	6,508,000
Permits	915,000	915,000	-	915,000	211,931	915,000
Fines & Forfeitures	444,000	444,000	-	444,000	57,595	444,000
Intergovernmental	231,000	231,000	-	231,000	323	231,000
Charges for Services	1,016,000	1,016,000	25,000	1,041,000	123,670	1,041,000
Miscellaneous Revenue	1,777,000	1,777,000	1,662,399	3,439,399	(10,682)	3,439,399
Total Revenues	33,499,800	33,499,800	1,687,399	35,187,199	1,103,583	36,035,320
Transfers In	987,300	987,300	635,803	1,623,103	-	2,258,906
Measure U Transfers-In						
Reserve Contribution	1,019,000	1,019,000	-	1,019,000	-	1,252,600
Employee Retention	1,019,188	1,019,188	-	1,019,188	-	1,252,788
OPEB	735,000	735,000	-	735,000	-	735,000
Total Transfers-In	3,760,488	3,760,488	635,803	4,396,291	-	5,499,294
Total Sources	37,260,288	37,260,288	2,323,202	39,583,490	1,103,583	41,534,614
REQUIREMENTS						
Department						
Legislative	1,080,100	1,080,100	-	1,080,100	102,592	1,080,100
Administration	4,796,800	4,848,690	-	4,848,690	1,112,028	4,848,690
Finance	1,176,300	1,180,085	-	1,180,085	226,896	1,180,085
Development Services	1,219,100	1,223,421	-	1,223,421	275,152	1,223,421
Public Safety - Police	12,031,588	12,031,588	-	12,031,588	2,824,171	12,031,588
Public Safety - Animal Control	327,000	327,000	-	327,000	-	327,000
Fire & Life Safety	3,613,300	3,778,036	-	3,778,036	754,934	3,778,036
Public Works	4,359,600	4,365,874	36,100	4,401,974	905,179	4,401,974
Community Services	1,778,500	1,785,498	-	1,785,498	314,065	1,785,498
General Government	3,987,100	4,002,914	-	4,002,914	342,004	4,002,914
Debt Service	1,496,900	1,496,900	700,000	2,196,900	409,256	2,196,900
Total Department	35,866,288	36,120,105	736,100	36,856,205	7,266,277	36,856,205
UAL Savings	-	-	-	-	-	(1,932,562)
Capital Improvement Program	100,000	251,780	500,408	752,188	15,549	752,188
Transfers Out	275,000	275,000	-	275,000	-	275,000
Total Requirements	36,241,288	36,646,885	1,236,508	37,883,393	7,281,826	35,950,831
Ending Fund Balance				13,153,431	5,275,090	17,037,117

City of Placentia
2020-21 First Quarter Budget Report
Yearend Estimated Fund Balance

Beginning Fund Balance 7/1/2020 **11,453,334**

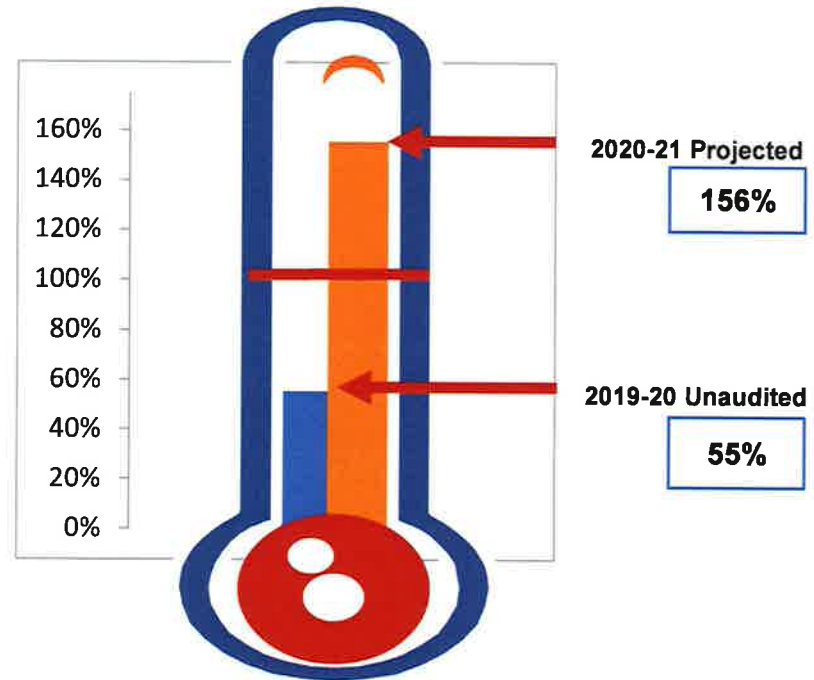
2020-21 Forecast

Revenue	36,035,320
Transfers In	2,258,906
Transfers In Measure U	3,240,388
Expenditures	36,856,205
UAL Savings	(1,932,562)
Capital Improvement Program	752,188
Transfers Out	275,000
Change in Fund Balance	5,583,783

Ending Fund Balance 6/30/2021 **17,037,117**

Fund Balance Designations

Nonspendable	3,352,928
Restricted	539,120
Committed - Metrolink Station	3,400,000
Unassigned (Contingency Reserve)	9,745,069



RESOLUTION NO. R-2020-70

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING A BUDGET AMENDMENT IN FISCAL YEAR 2020-21 IN COMPLIANCE WITH CITY CHARTER OF THE CITY OF PLACENTIA SECTION 1206 PERTAINING TO APPROPRIATIONS FOR ACTUAL EXPENDITURES

A. Recitals.

(i). The adopted budget for the 2020-21 Fiscal Year sets out estimated appropriations for City expenses throughout the year.

(ii). From time to time the adopted budget must be adjusted when precise expenditures are finally determined or when estimated expenditures exceed projected costs allocated.

(iii). City Charter of the City of Placentia § 1206 authorizes the City Council to amend or supplement the budget by motion adopted by the affirmative votes of at least three members so as to authorize the transfer of unused balances appropriated for one purpose to another purpose, or to appropriate available revenues not included in the budget. All other legal prerequisites to the adoption of this Resolution have occurred.

B. Resolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLACENTIA DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

1. In all respects as set forth in the Recitals, Part A., of this Resolution.

2. The adopted budget for Fiscal Year 2020-21, Resolution No. R-2020-38, is hereby amended to reflect the following available balances from FY2020-21 from the to the Account specified:

Fund	Description	Department	GL Account	Amount	Type
See Exhibit A					

3. The Mayor shall sign this resolution, and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED, ADOPTED AND APPROVED THIS 17th DAY OF NOVEMBER 2020.

Ward L. Smith, Mayor

ATTEST:

Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert S. McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 17th day of November 2020 by the following vote:

Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

Christian Bettenhausen, City Attorney

Orginazation	Budget Division	Fund	Fund Description	Object	Obj Description	Q1 Reqeusts
100000	General Fund Administration	101	General Fund (0010)	4310	Engineering Fees	25,000.00
100000	General Fund Administration	101	General Fund (0010)	7081	Transfer in from Covid Relief	635,803.00
100000	General Fund Administration	101	General Fund (0010)	4999	Other Financing Sources	962,398.87
103550	Public Works Administration	101	General Fund (0010)	6301	Special Department Supplies	(110,329.00)
103550	Public Works Administration	101	General Fund (0010)	6099	Professional Services	11,100.00
103550	Public Works Administration	101	General Fund (0010)	5001	Salaries/Full-Time Regular	110,329.00
103590	Public Works Transportation	101	General Fund (0010)	6290	Dept. Contract Services	25,000.00
105105	Fire Station Interior Building	101	General Fund (0010)	6185	Construction Services	220,000.00
105525	General Fund/Debt Service	101	General Fund (0010)	4985	Bond Proceeds	700,000.00
105525	General Fund/Debt Service	101	General Fund (0010)	6925	Issuance Cost	700,000.00
106015	Westnet Emergency Response Lights	101	General Fund (0010)	6840	Machinery & Equipment	45,000.00
106016	Oxygen Tank Refill Equipment	101	General Fund (0010)	6840	Machinery & Equipment	39,408.00
106121	Council Chambers Video Upgrade	101	General Fund (0010)	6840	Machinery & Equipment	75,000.00
106122	Old Town Public Infrastructure	101	General Fund (0010)	6840	Machinery & Equipment	71,000.00
106123	CARES Citywide Projects	101	General Fund (0010)	6840	Machinery & Equipment	50,000.00
796006	MCV Radios	117	Measure U Fund (0079)	6840	Machinery & Equipment	(69,456.08)
797003	Samp Park Pergola Replace	117	Measure U Fund (0079)	6185	Construction Services	20,000.00
810000	COVID-19 Relief Funds	118	COVID-19 Relief Fund (0081)	4211	COVID-19 Relief Funds	635,803.00
810000	COVID-19 Relief Funds	118	COVID-19 Relief Fund (0081)	8010	Transfer Out to GF	635,803.00
534070	CS Administrative	207	Housing Successor Agncy (0053)	6295	City Admin Services	(87,800.00)
182904	Citywide Traf Signal Rpr	210	Measure M (0018)	6185	Construction Services	(41,759.00)
780000	Navigation Center Fund	231	Placentia Reg Nav Cent(0078)	4098	SB2 Operating Funds	(289,032.00)
780000	Navigation Center Fund	231	Placentia Reg Nav Cent(0078)	4213	SB2 Direct Funds to City - 5% Admin	10,739.00
780000	Navigation Center Fund	231	Placentia Reg Nav Cent(0078)	4097	SB2 Construction Funds	286,863.00
780000	Navigation Center Fund	231	Placentia Reg Nav Cent(0078)	4212	SB2 Direct Funds to City	428,525.00
780000	Navigation Center Fund	231	Placentia Reg Nav Cent(0078)	4095	NSPA Cities Operating Contrib	649,514.00
690000	CW Quimby In Lieu Prg	243	City Quimby In Lieu Fee (0069)	4201	Federal Grants	280,000.00
500000	Misc Grants	280	Misc Grants Fund (0050)	4205	State Grants	208,837.00
505003	Powell Build HVAC	280	Misc Grants Fund (0050)	6840	Machinery & Equipment	208,837.00
507003	Goldenrod and Koch Park Resurfacing	280	Misc Grants Fund (0050)	6185	Construction Services	25,000.00
507911	La Placita Parkette Improvemen	280	Misc Grants Fund (0050)	6185	Construction Services	(25,000.00)
330000	City Capital Projects	401	City Capital Projects (0033)	4201	Federal Grants	1,191,152.35



PLACENTIA
Rich Heritage, Bright Future

Fiscal Year 2020-21 First Quarter Budget Report November 17, 2020





First Quarter Budget Report

Overview:

- 2019-20 General Fund Unaudited Actuals
- 2020-21 Requested Budget Adjustments
- 2020-21 General Fund Forecasted Yearend





2019-20 General Fund Unaudited Actuals





2019-20 General Fund Unaudited Actuals

\$45.3M

Revenues*

\$42.6M

Expenditures

\$2.7M

Net Increase to Fund Balance

* Does not include FEMA reimbursement





2019-20 General Fund Unaudited Actuals - Revenue

	Amended	Unaudited	Variance to Budget
REVENUE			
Property Taxes	15,898,200	15,980,808	82,608
Sales & Use Taxes	6,943,000	6,861,920	(81,080)
Other Taxes	6,935,000	6,712,675	(222,325)
Permits	1,520,000	1,449,557	(70,443)
Fines & Forfeitures	449,000	418,752	(30,248)
Intergovernmental	415,000	701,864	286,864
Charges for Services	1,079,000	989,093	(89,907)
Miscellaneous Revenue	8,942,200	7,848,845	(1,093,355)
Total Revenues	42,181,400	40,963,513	(1,217,887)
Transfers In	1,273,074	1,273,074	-
Measure U Transfers-In			
Reserve Contribution	1,425,394	1,541,099	115,705
Employee Retention	1,425,394	1,541,287	115,893
OPEB	-	-	-
Total Transfers-In	4,123,862	4,355,460	231,598
Total Sources	46,305,262	45,318,973	(986,289)





2019-20 General Fund Unaudited Actuals - Expense

	Amended	Unaudited	Variance to Budget
REQUIREMENTS			
Department			
Legislative	1,377,200	1,356,861	(20,339)
Administration	2,062,100	2,008,384	(53,716)
Finance	1,072,900	988,003	(84,897)
Development Services	1,202,750	1,198,254	(4,496)
Public Safety - Police	12,551,300	12,077,693	(473,607)
Public Safety - Fire & Paramedic	7,113,100	7,114,119	1,019
Public Safety - Animal Control	352,000	272,244	(79,756)
Fire & Life Safety	1,838,600	1,773,484	(65,116)
Public Works	4,073,700	3,810,276	(263,424)
Community Services	1,585,550	1,537,369	(48,181)
General Government	4,077,500	3,933,360	(144,140)
Debt Service	488,700	621,570	132,870
Total Department	37,795,400	36,691,617	(1,103,783)
Capital Improvement Program	6,427,626	5,662,591	(765,035)
Transfers Out	270,300	270,300	-
Total Requirements	44,493,326	42,624,508	(1,868,818)



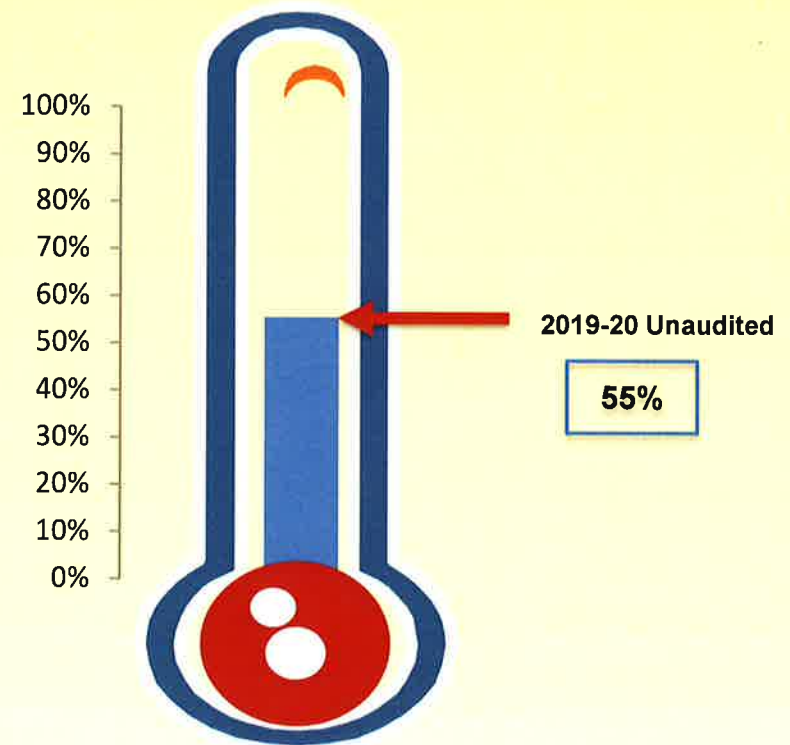
2019-20 General Fund Unaudited Actuals – Fund Balance

Beginning Fund Balance 7/1/2019	8,758,869
Net Change in Fund Balance	2,694,465
Ending Fund Balance 6/30/2020	11,453,334
Fund Balance Designations	
Nonspendable	4,027,194
Restricted	555,258
Committed - Metrolink Station	3,400,000
Unassigned (Contingency Reserve)	3,470,882

Fund Balance Target	
2019-20	
Operating Expense - Actuals*	36,838,630
17% Reserve Target	6,262,567
Percent of Target Met	55%

Fund Balance Increase of \$2.7 million due to:

- Revenues of \$45.3 million (including \$454,336 CARES Act Funding)
- Expenditures of \$42.6 million being \$2.0 million under budget





2020-21 Requested Budget Adjustments





2020-21 General Fund Requested Budget Adjustments

\$37.3M

Amended Budgeted Revenues

**\$2.3M
or 6%**

Requested Increase

\$39.6M

Revised Budgeted Revenues





2020-21 General Fund Requested Budget Adjustments

\$36.6M

Amended Budgeted
Expenditures

**\$1.2M
or 3%**

Requested Increase

\$37.9M

Revised Budgeted Expenditures





2020-21 General Fund Requested Budget Adjustments

Notable Requests:

Revenue

- Misc. Revenue \$1.7 million
- Transfers In \$635,803

Expenditures

- Debt Service \$700,000
- Capital Improvement Program \$500,408





2020-21 Special Revenue Funds Requested Budget Adjustments

\$25.8M

Amended Budgeted Revenues

**\$2.2M
or 9%**

Requested Increase

\$28.0M

Revised Budgeted Revenues





2020-21 Special Revenue Funds Requested Budget Adjustments

\$25.4M

Amended Budgeted
Expenditures

**\$665,625
or 3%**

Requested Increase

\$26.1M

Revised Budgeted Expenditures





2020-21 Special Revenue Funds Requested Budget Adjustments

Notable Requests:

Revenue

- City Quimby in Lieu \$280,000
- Placentia Regional Navigation Center \$1.1 million

Revenue/Expenditures

- COVID-19 Relief Fund \$635,803
- Miscellaneous Grant Fund \$208,837





2020-21 Capital Projects Fund Requested Budget Adjustments

\$0

Amended Budgeted Revenues

\$1.2M

Requested Increase

\$1.2M

Revised Budgeted Revenues





2020-21 General Fund Yearend Estimate





2020-21 General Fund Yearend Estimate

\$39.6M

Revised Budgeted Revenues

\$43.2M

Yearend Estimate

**\$2.0M
or 5%**

Variance to Revised Budget





2020-21 General Fund Yearend Estimate

\$37.9M

Revised Budgeted Expenditures

\$36.0M

Yearend Estimate

**\$1.9M
or -5%**

Variance to Revised Budget





2020-21 General Fund Yearend Estimate

\$41.5M

Revenues

\$36.0M

Expenditures

\$5.5M

Net Increase to Fund Balance





2020-21 General Fund Yearend Estimate

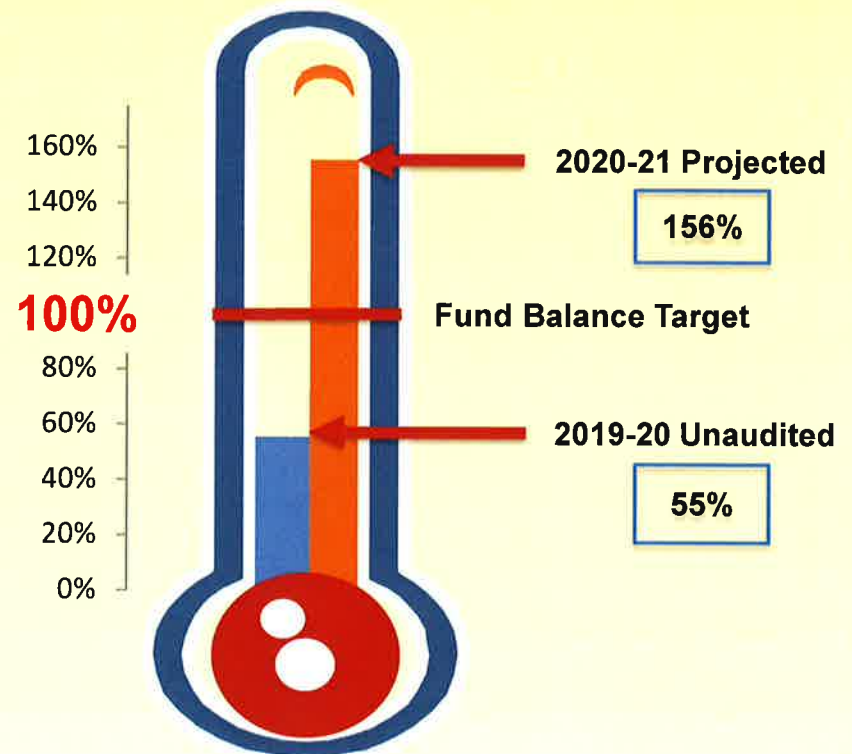
Beginning Fund Balance 7/1/2020	11,453,134
Change in Fund Balance	5,583,783
Ending Fund Balance 6/30/2021	17,036,917
Fund Balance Designations	
Nonspendable	3,352,928
Restricted	539,120
Committed - Metrolink Station	3,400,000
Unassigned (Contingency Reserve)	9,744,869

Fund Balance Target

2020-21

Operating Budget*	36,856,205
17% FB Target	6,265,555
Percent of Target Met	156%

*Does not include CIP



Questions?



PLACENTIA
Rich Heritage, Bright Future

