Regular Meeting Agenda
July 6, 2021
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

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Americans with Disabilities Act Accommodation
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Regular Meeting Agenda
July 6, 2021

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

Mayor Craig S. Green
District 2

Mayor Pro Tem Chad P. Wanke
District 4

Rhonda Shader
Councilmember
District 1

Ward L. Smith
Councilmember
District 5

Jeremy B. Yamaguchi
Councilmember
District 3

Robert S. McKinnell
City Clerk

Kevin A. Larson
City Treasurer

Damien R. Arrula
City Administrator

Christian L. Bettenhausen
City Attorney

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

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.

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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.

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
July 6, 2021
5:00 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA

CALL TO ORDER:

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

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

2. Pursuant to Government Code Section 54956.9(d)(1):
   CONFERENCE WITH LEGAL COUNSEL – Existing Litigation
   Abraham Kwaku Ntsi, et al. v. City of Placentia., Case: 30-2020-01158372-CU-PA-CJC.

3. Pursuant to Government Code Section 54956.9(d)(1):
   CONFERENCE WITH LEGAL COUNSEL – Existing Litigation
   City of Placentia, et al v. Purdue Pharma L.P., et al; USDC, Central District of California, Case No. 8:19-cv-02154-DOC-ADS, transferred to Northern District of Ohio, Case No. 1:20-op-45055-DAP, with lead case USDC, Northern District of Ohio, MDL No. 2804.

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

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
July 6, 2021
7:00 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA

CALL TO ORDER:

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

INVOCATION: Kenneth Curry

PLEDGE OF ALLEGIANCE:

PRESENTATION:

a. Proclamation of July 2021 as "Parks and Recreation Month"
Presenter: Mayor Green
Recipient: Karen Crocker, Director of Community Services

CLOSED SESSION REPORT:

CITY ADMINISTRATOR REPORT:

ORAL COMMUNICATIONS: (PLEASE SEE PAGE ONE FOR SPECIAL INSTRUCTIONS ON SUBMITTING PUBLIC COMMENT DURING THE COVID-19 PANDEMIC)
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.k):
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: June 15, 2021
Recommended Action: Approve

1.c. **City Fiscal Year 2020-21 Register for July 6, 2021**
Check Register
Fiscal Impact: $2,307,552.65
Electronic Disbursement Register
Fiscal Impact: $ 952,751.45
City Fiscal Year 2021-22 Register for July 6, 2021
Electronic Disbursement Register
Fiscal Impact: $ 275,490.03
Recommended Action: It is recommended that the City Council:
1) Receive and file

1.d. **Second Reading of Ordinance O-2021-06, Amending Chapter 14.12 of the Placentia Municipal Code Entitled "Urban Forestry Management and Protection Ordinance" to Add Provisions Pertaining to Contractors Performing Tree Maintenance Services in the City**
Fiscal Impact: There is no direct fiscal impact associated with the Staff recommendations.
Recommended Action: It is recommended that the City Council:
1) Waive full reading, by title only, and adopt Ordinance No. O-2021-06, An Ordinance of the City Council of the City of Placentia, California, amending Chapter 14.12 of the Placentia Municipal Code entitled "Urban Forestry Management and Protection Ordinance" to add provisions pertaining to contractors performing tree maintenance services in the City.

1.e. **Professional Services Agreements for On-Call Private Development Plan Check Services**
Fiscal Impact: Expense: $225,000 Professional Engineering Services (103551-6290)
Revenue: $225,000 Pass-Through Cost 100% Covered by Applicant Plan Check Fees (103551-4399)
Recommended Action: It is recommended that the City Council:
1) Award Professional Services Agreements for not-to-exceed amounts of $75,000 each to HR Green Pacific, Inc.; Bureau Veritas North America, Inc.; and Transtech Engineers, Inc. for On-Call Plan Check Services for an initial three-year term ending June 30, 2024; 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 a two-year 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. **Professional Services Agreement for the Atwood Multipurpose Trail Preliminary Engineering Design and Environmental Clearance**
Fiscal Impact: Expense: $335,941 Professional Services Agreement
Budget: $350,000 FY 2020-21 CIP Budget Rollover (692003-6185)
No General Fund Dollars will be used on this project.
Recommended Action: It is recommended that the City Council:
1) Award a Professional Services Agreement for environmental and preliminary engineering design services for the Atwood Multipurpose Trail Project to Alta Planning + Design, Inc. for a not-to-exceed amount of $335,941; and
2) Authorize the City Administrator to approve contract change orders up to $14,059; 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.g. **Resolution Adopting the Annual Statement of Investment Policy for 2021**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

1) Adopt Resolution No. R-2021-44, a Resolution of the City Council of the City of Placentia, California, adopting the annual Statement of Investment Policy for the Year 2021.

1.h. **Approval of OCTA Senior Mobility Program Agency Service Plan for Fiscal Year 2021-2022 through Fiscal Year 2025-2026**

Fiscal Impact: Expense: $ 13,800 FY 2021-22 Air Quality Management District Fund
Revenue: $ 55,100 FY 2021-22 Measure M Community Programs Fund

Recommended Action: It is recommended that the City Council:

1) Approve the OCTA Agency Service Plan for the Senior Mobility Program (SMP) for Fiscal Year 2021-22 through Fiscal Year 2025-26; and
2) Approve the twenty percent (20%) match from the Air Quality Management District (AQMD) funding source for a total of $13,800 for the Fiscal Year 2021-22; and
3) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

1.i. **Amendment No. 2 to Professional Services Agreement With David Volz Design, Inc. for Landscape Architecture Design Services for the Parque Del Arroyo Verde Renovation, Project No. 7902**

Fiscal Impact: Expense: $ 32,140 FY 2020-21 CIP Project Budget (637902-6185 Carry Forward)

Recommended Action: It is recommended that the City Council:

1) Approve Amendment No. 2 to Professional Services Agreement with David Volz Design, Inc. to add $32,140 in additional project costs; and
2) Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

1.j. **Second Quarter Fiscal Year 2020-21 Treasurer's Report**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

1) Receive and file the second quarter Fiscal Year 2020-21 Treasurer's Report.

1.k. **Public Works Agreement With Garza Construction Inc. for the Renovation of the Koch Park Restrooms, CIP Project No. 7103**

Fiscal Impact: Expense: $84,071.00 FY 2019-20 CIP Budget Fund
Budget: $95,000.00 FY 2019-20 CIP Budget (637102-6185 Carry Forward)

Recommended Action: It is recommended that the City Council:

1) Award a Public Works Agreement for the Koch Park interior restrooms project to Garza Construction Inc. for a not-to-exceed amount of $84,071.00; and
2) Authorize the City Administrator to approve contract change orders up to 10% of the contract not-to-exceed amount or $8,407.00; and
3) Authorize the City Administrator and/or his designee to execute all the necessary documents, in a form approved by the City Attorney.

2. PUBLIC HEARINGS:

2.a. **Annual Solid Waste Handling Services Rate Adjustment and Related Resolutions for Fiscal Year 2021-22**

Fiscal Impact: There is no direct fiscal impact to the City's General Fund Budget associated with the recommended actions.

Recommended Action: It is recommended that the City Council:

1) Open the Public Hearing concerning the Solid Waste Handling Services Rate Adjustment and related resolutions for Fiscal Year 2021-22; and
2) Receive the Staff Report, consider all public testimony, ask questions of Staff; and
3) Close the Public Hearing and direct the City Clerk to tabulate the written protests and report the results of the tabulation to the City Council; and
4) Adopt Resolution No. R-2021-45, a Resolution of the City Council of the City of Placentia, California, approving the Amended Fee Schedule for Solid Waste Handling Services for Fiscal Year 2021-22; and
5) Adopt Resolution No. R-2021-46, a Resolution of the City Council of the City of Placentia, California, authorizing and determining residential solid waste handling service charges and directing placement thereof on the Orange County property tax rolls for Fiscal Year 2021-22; and
6) Approve Amendment No. 12 to the Amended, Revised and Restated Agreement for Solid Waste Handling Services between the City of Placentia and Republic Waste Services of Southern California, LLC; and
7) Authorize the City Administrator to execute all the necessary documents, in a form approved by the City Attorney.

2.b. **Public Hearing for Proposed Sewer Rate Increases**

Fiscal Impact: There is no direct fiscal impact to the City's General Fund Budget associated with the recommended actions. City Council approval of the proposed sewer rate adjustments will generate additional revenues into the City's Sewer Enterprise Fund that will help fund the ongoing maintenance and operation of the City's sewer utility as well as provide additional funds for needed capital improvements to the sewer collection system.

Recommended Action: It is recommended that the City Council:

1) Open the Public Hearing concerning the Proposed Sanitary Sewer Rate Adjustment; and
2) Receive the Staff Report, consider all public testimony, ask questions of Staff; and
3) Close the Public Hearing and direct the City Clerk to tabulate the written protests and report the results of the tabulation to the City Council; and
4) Waive full reading, by title only, and introduce for first reading Ordinance No. O-2021-07, an Ordinance of the City Council of the City of Placentia, California, adopting revised Sewer System Service Rates for Sanitary Sewer Fee and amending sections of Chapter 5.24 of the Placentia Municipal Code pertaining to the Sewer System Service Fees; and
5) Adopt Resolution No. 2021-47, a Resolution of the City Council of the City of Placentia, California, declaring the results of a noticed protest proceeding and approving certain actions for rates, fees, and charges for sanitary sewer services.

3. REGULAR AGENDA:

3.a. **Introduction of Police Department Biennial Report**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

1) Receive and file a copy of the completed Biennial Report and Chief Lenyi's presentation introducing the report.

3.b. **Approval of the Design Concept Plan for the Parque Del Arroyo Verde Renovation CIP Project No. 7001 & 7902**

Fiscal Impact: Budgeted: $1,627,239.80

	$1,140,000.00	FY20-21 Rollover 637001-6185
	$ 30,000.00	FY20-21 Rollover 797001-6185
	$ 97,239.80	FY20-21 Rollover 107902-6185
	$ 360,000.00	FY20-21 Rollover 637902-6185
Expense:	$1,598,623.55	CIP Fund

Recommended Action: It is recommended that the City Council:

1) Provide Staff with input to incorporate into the design plan for the renovation of Parque del Arroyo Verde; and
2) Approve the design concept plan for the Parque del Arroyo Verde renovation project.

3.c. **Study Session Regarding the Potential Annexation of County Unincorporated "Hamer Island" Within the Municipal Boundaries of the City of Placentia**

Fiscal Impact: There is no immediate or direct fiscal impact associated the recommended actions. Should the City elect to annex Hamer Island the City will incur long-term costs to provide services to the Island but will also receive new tax revenues from the Island to help offset those service costs.

Recommended Action: It is recommended that the City Council:

1) Receive and file the Staff Report and presentation, ask any questions of Staff; and
2) Direct Staff to begin organizing and scheduling community meetings and workshops with the County, OC Local Agency Formation Commissions (LAFCO), and Hamer Island residents to discuss annexation of unincorporated Hamer Island into the City of Placentia.

3.d. **Study Session: Recreational Vehicle Parking Survey and Policy Direction Request**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

1) Receive and file the Recreational Vehicle Parking Survey and provide City staff with guidance on policy direction for potential amendments to ordinance PMC Section 23.78.145.

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.

ADJOURNMENT:

The City Council/Successor Agency/ICDA/PPFA Board of Directors will adjourn to a regular City Council meeting on Tuesday, July 20, 2021 at 5:30 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:

- Second Reading of Ordinance O-2021-07 - Revised Sewer System Service Rates
- Agreement for FY 2020-21 Street Resurfacing Project
- Agreement for HSIP Cycle 9 Traffic Safety Improvement Project
- Cooperative Agreement for Tustin/Rose Traffic Signal Synchronization Project
- Purchase of Public Works Vehicles
- Agreement for Fire Station Monument Signs
- Speed Hump Policy Update
- Amendment for Engineering Design Services for FY 2021-22 Street Resurfacing Project
- Contract Change Order No. 1 for Old Placentia City Hall ADA Improvement Project
- League of California Cities Annual Conference Voting Delegate
- Agreement for Installation of Plexiglas Dividers at the Navigation Center
- Agreement for Phase 1 A&E Design Services for the Placentia Public Safety Center
- Waiver & Approval for the Operation of the Cowabunga Event at Kraemer Memorial Park
- Caltrans Landscape Maintenance Agreement
- Study Session: Kraemer Memorial Park Fountain, Plaza, and ADA Improvement Project
- Study Session: Current Regulations Related to the Collection of Development Impact Fees
- Study Session: Community Center/Senior Center

CERTIFICATION OF POSTING

I, Karen O'Leary, Deputy City Clerk 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 July 6, 2021 meetings of the City Council, Successor Agency, Industrial Commercial Development Authority, and the Placentia Public Financing Authority was posted on July 1, 2021.

_____

Karen O'Leary
Deputy City Clerk

DRAFT

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 MINUTES
June 15, 2021
5:00 p.m. – City Council Chambers
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1.b.
July 6, 2021

CALL TO ORDER: Mayor Green called the meeting to order at 5:04 p.m.

ROLL CALL:

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

ORAL COMMUNICATIONS:
Mayor Green opened Oral Communications for the Closed Session. City Clerk McKinnell stated that no members of the public were present to comment, and the City Clerk's Office had received no public comment for the Closed Session.

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: (2 Cases)

2. Pursuant to Government Code Section 54956.8
   CONFERENCE WITH REAL PROPERTY NEGOTIATOR

Property:	State of California Right-of-Way Located at the Intersection of State Route 57 and Crowther Avenue
Agency Negotiator:	Damien R. Arrula, City Administrator Luis Estevez, Deputy City Administrator
Negotiating Parties:	Roberta Hettick, Deputy Director, Caltrans District 12
Under Negotiations:	Price and Terms of Payment

3. Pursuant to Government Code Section 54957.6
   CONFERENCE WITH LABOR NEGOTIATOR

Agency Designated Representatives:	Damien R. Arrula, City Administrator Rosanna Ramirez, Deputy City Administrator
Employee Organizations:	Placentia Police Management Association (PPMA) Placentia Firefighters Association (PFA) Placentia City Employees Association (PCEA)

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

City Attorney Bettenhausen clarified for the record that there was one (1) City Council Member participating by teleconference.

CALL TO ORDER: Mayor Green called the meeting to order at 7:20 p.m.

ROLL CALL:

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

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

INVOCATION: Sterling Bennett

PLEDGE OF ALLEGIANCE: Mayor Green

PRESENTATION: None

CLOSED SESSION REPORT:
City Attorney/Agency Counsel Bettenhausen stated that there was nothing to report from the Closed Session.

CITY ADMINISTRATOR REPORT:
City Administrator Arrula noted there was no City Administrator Report.

ORAL COMMUNICATIONS:
Rich Liem, Placentia resident, discussed the condition of the streets in his neighborhood and presented the City Council with photographs of the streets and a petition signed by residents of his neighborhood requesting that City Council meet with representatives of the residents.

Placentia resident Vickie Leonard discussed pavement conditions and the City's resurfacing schedule.

Diana Herrick, resident of the Placentia Regional Navigation Center, described living conditions at the Center and spoke about public health and safety issues. Ms. Herrick provided photos to the City Clerk in advance and copies were provided to the City Council.

Placentia resident Jim Crawford spoke about pavement conditions in his neighborhood and urged the City Council to make his neighborhood a priority.

Judy Chase, Placentia resident, provided maps to the City Council which illustrated the 2020 City of Placentia Pavement Management Program Pavement Condition Index (PCI) Map and the proposed rehabilitation date for her neighborhood.

Placentia resident Rudy Romero spoke about code violations which he received from the City and urged City Council to make an exception and allow him to dwell in a trailer on his property while he remodeled the house on the property.

City Clerk McKinnell stated that the City Clerk's Office received one (1) emailed comments from Placentia resident Diana Truong expressing opposition to the privatization of the Placentia Library.

Councilmember Yamaguchi joined electronically at 7:28 p.m.

CITY COUNCIL/BOARD MEMBER COMMENTS:

Councilmember Shader announced that the City of Placentia, in cooperation with the California Office of Traffic Safety (OTS), would be offering family-friendly Bike Safety Workshops on June 19, July 10, and July 15, 2021. For more information or to sign up, visit www.walkmorebikemore.org/placentia.

Councilmember Smith emphasized that fireworks, including the "Safe and Sane" fireworks, are illegal in the City of Placentia and urged residents to say something if they see something. Residents may contact Placentia Police Dispatch at (714) 993-8111 or 9-1-1 if they observe dangerous or illegal activities. He stated that there are several local events where residents may safely celebrate the Fourth of July including the City of Yorba Linda's live music and fireworks on July 4, 2021 from 5:00 to 9:00 p.m. at Veterans Park and Yorba Linda Middle School; the City of Brea's 41st annual Country Fair on Saturday, July 3, 2021 from 9:00 a.m. to 3:00 p.m.; the City of La Habra's Fourth of July fireworks event with live music, a flyover, kids booths, fireworks, and more from 4:00 to 10:00 p.m. at La Bonita Park; the Anaheim Hills full day of celebrations throughout the City on the Fourth of July beginning with a 5K/10K run at 7:00 a.m. and finishing with a fireworks show at 9:00 p.m.; and the City of Orange's Third of July celebration at Grijalva Park with fireworks, games, and other fun activities. He noted that a list of free Fourth of July events in the County is available on the City's website at www.placentia.org.

Councilmember Smith noted his attendance at meetings of the Southern California Association of Governments (SCAG) and the Orange County Council of Governments (OCCOG).

Councilmember Yamaguchi mentioned the groundbreaking for the citywide fiber optic network connectivity. He thanked Staff and everyone involved in the project.

Mayor Pro Tem Wanke announced that the City had partnered with the Healthcare and Emergency Animal Rescue Team (HEART) to host monthly low-cost pet vaccination clinics for the community. The pet clinics take place in the Civic Center parking lot on the fourth Tuesday of each month. The next clinic date would be Tuesday, June 22, 2021. Reservations are required and could be made by visiting the "Clinic Services" section at www.heart4pets.org. He noted that pets would be treated in order of their arrival time and for more information the public could contact HEART at (714) 993-9193 or visit HEART's website.

Mayor Green remarked on the City's Drive-Thru Shred Event, which was held on Saturday, June 12, 2021 and mentioned his attendance at a meeting of the Orange County Mosquito and Vector Control Board where the current mosquito season was discussed.

1. CONSENT CALENDAR (Items 1.a. through 1.p):
Motion by Wanke, seconded by Shader, and carried a (5-0) vote to approve Consent Calendar Items 1.a. through 1.p., 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: June 1, and Special Meeting: June 2, 2021
Recommended Action: Approve
(Approved 5-0, as recommended)

1.c. **City Fiscal Year 2020-21 Register for June 15, 2021**
Check Register
Fiscal Impact: $ 334,820.33
Electronic Disbursement Register
Fiscal Impact: $1,139,336.36
Recommended Action: It is recommended that the City Council:
1) Receive and file
(Received and filed, as recommended)

1.d. **Second Reading of Ordinance O-2021-05, Amending the Official Zoning Map of the City of Placentia for Project Areas Nos. 2,3,4,5, and 7 Described As: Project Area 2) 106 E. Santa Fe Court, Project Area 3) 1470 S. Placentia Avenue, Project Area 4) 1952 & 1958 E. Veterans Way, 2006 & 2018 E. Lakeview Loop, 601, 613 & 625 S. Lakeview Avenue, Project Area 5) 735 W. Orangethorpe Avenue, and Project Area 7) 431, 437, 455, 503 & 513 S. Van Buren Street**
Fiscal Impact: None
Recommended Action: It is recommended that the City Council:
1) Waive full reading, by title only, and adopt Ordinance No. O-2021-05, an Ordinance of the City Council of the City of Placentia, California, amending the official Zoning Map of the City of Placentia for Project Areas Nos. 2,3,4,5, and 7 described as: Project Area 2) 106 E. Santa Fe Court, Project Area 3) 1470 S. Placentia Avenue, Project Area 4) 1952 & 1958 E. Veterans Way, 2006 & 2018 E. Lakeview Loop, 601, 613 & 625 S. Lakeview Avenue, Project Area 5) 735 W. Orangethorpe Avenue, and Project Area 7) 431, 437, 455, 503 & 513 S. Van Buren Street.
(Approved 5-0, as recommended)

1.e. **Amendment No. 3 to Maintenance Services Agreement with West Coast Arborists Inc. For Tree Trimming Services**

Fiscal Impact: Expense: $401,830 Two-Year Cumulative Contract Cost
Budgeted: $271,000 Fiscal Year 2021-22 Operating Budget
$130,000 (103655-6116)
$141,000 (173555-6116)
$200,930 Estimated Fiscal Year 2021-22 Operating Budget

Recommended Action: It is recommended that the City Council:

1) Reject all the bids received for Tree Trimming Services and authorize the return of the bid bonds; and
2) Approve Amendment No. 3 to the Maintenance Services Agreement with West Coast Arborists, Inc., for tree maintenance services in an amount not-to-exceed $200,915 per year, or $401,830 for the remainder of the two-year contract term extension; and
3) Authorize the City Administrator to approve agreement amendments to approve contract change orders up to 10% of the cumulative two-year contract amount, or $40,183; and
4) 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. **Amendment No. 1 to Professional Services Agreement with KOA Corporation for Citywide Traffic Safety Improvement Project, City Project No. 2908**

Fiscal Impact: There is no direct fiscal impact associated with the recommended actions.
Recommended Action: It is recommended that the City Council:

1) Approve Amendment No. 1 to the Professional Services Agreement with KOA Corporation to extend the term of the agreement for one (1) additional year; and
2) Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

(Approved 5-0, as recommended)

1.g. **Measure M Eligibility Application Package for Fiscal Year 2021-22**

Fiscal Impact: Revenue: $807,045 In Estimated Measure M Funds (180000-4092)
Recommended Action: It is recommended that the City Council:

1) Authorize Staff to submit the 7-year CIP project list utilizing Measure M funding; and
2) Approve Resolution No. R-2021-38, a Resolution of the City Council of the City of Placentia, California, concerning the status and update of the Circulation Element and Mitigation Fee Program for the Measure M (M2) Program; and
3) Authorize Staff to submit the Measure M Eligibility application package to OCTA to ensure continued eligibility for Measure M funding and receipt of Local Fair Share M2 funds.

(Approved 5-0, as recommended)

1.h. **Resolution Adopting Fiscal Year 2021-22 Project List for Compliance with SB 1, the Road Repair and Accountability Act of 2017**

Fiscal Impact: There is no direct fiscal impact associated with the recommended actions.
Recommended Action: It is recommended that the City Council:

1) Approve Resolution No. R-2021-39, a Resolution of the City Council of the City of Placentia, California, adopting the List of Projects for Fiscal Year 2021-22 funded by SB 1, The Road Repair and Accountability Act 2017; and
2) Direct Staff to submit the project list to the California Transportation Commission.

(Approved 5-0, as recommended)

1.i. **Declaration of Surplus Property**

Fiscal Impact: Revenue realized from the sale of surplus property will be deposited into the Equipment Replacement Fund (410000-4750)
Recommended Action: It is recommended that the City Council:

1) Declare the six (6) vehicles listed in this report as surplus property; and

2) Authorize the City Administrator or his designee to execute the necessary documents to dispose of these vehicles through a public auction; and
3) Direct Staff to deposit the auction proceeds into the City Equipment Replacement Fund.

(Approved 5-0, as recommended)

1.j. **Award of Construction Contract for the Old Placentia City Hall ADA Improvement Project, City Project No. 5101**

Fiscal Impact: Expense: $180,000 Construction Contract Amount
Budget: $198,849 Total Project Budget (FY 2020-21 CIP Budget)
$ 7,049 Measure U Fund (795101-6185)
$191,800 Housing & Community Develop. Fund (305101-6185)

Recommended Action: It is recommended that the City Council:
1) Approve a Public Works Agreement with A2Z Construct, Inc. for the Old Placentia City Hall ADA Improvement Project in the amount of $180,000; and
2) Authorize the City Administrator to approve contract change orders up to ten percent (10%) of the contract amount, or $18,000, for a total construction contract not-to-exceed amount of $198,000; 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.k. **Amendment No. 1 to Compressed Natural Gas Fueling Station Lease Agreement with Trillium USA**

Fiscal Impact: Revenue: $ 75,000 Annual Base Lease Payment
$ 14,812 FY 2019-20 Fuel Royalty Payment

Recommended Action: It is recommended that the City Council:
1) Approve a one-year term lease extension through June 30, 2022 with Trillium USA to operate the City's CNG fuel station; and
2) 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.l. **Grant of Easement to Southern California Edison for SiFi Hut No. 1 at Placentia Sports Complex**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:
1) Approve the Grant of Easement to Southern California Edison for electric utility systems; and
2) Authorize the City Administrator to execute the Grant of Easement on behalf of the City.

(Approved 5-0, as recommended)

1.m. **Approval of Purchase Order to Southwest Lift & Equipment, Inc. To Rebuild an Existing Vehicle Lift in the City's Fleet Garage and Replacement of Associated Air Compressor**

Fiscal Impact:	Expense:	$77,100.07	Total Project Cost
	Budgeted:	$51,300.07	FY 2020-21 Capital Improvement Program Budget (795104-6840)
		$25,801.00	FY 2020-21 Operating Budget

Recommended Action: It is recommended that the City Council:
1) Authorize the City Administrator to award a Purchase Order to Southwest Lift & Equipment Inc., for a not-to-exceed amount of $70,090.97; and
2) Approve Resolution No. R-2021-40, 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 Sections 1206 and 1209 pertaining to appropriations for actual expenditures; and

3) Authorize the City Administrator to approve any change orders to the purchase order up to 10% of the purchase order amount, or $7,009.10; and
4) 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.n. **Amendment No. 1 to Sole Source Professional Services Agreement With Koa Hills Consulting for Consulting Services for the Finance Enterprise System Upgrade**

Fiscal Impact: Expense: $155,575 Professional Services
Budget: $ 5,575 2021-22 Operating Budget (102020-6099)
$150,000 2021-22 CIP Budget (Project No. 796204-6840)

Recommended Action: It is recommended that the City Council:

1) Approve Amendment No. 1 to the Processional Services Agreement with Koa Hills Consulting in the amount of $155,575 for finance enterprise system upgrade consulting services for an additional 18 months; and
2) Authorize the City Administrator to approve contract change orders up to ten percent (10%) of the cumulative two-year contract extension, or $15,557; and
3) Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

(Approved 5-0, as recommended)

1.o. **Award of Contract to Team One Management Inc. For Park Restroom Janitorial Services**

Fiscal Impact: Expense: $ 71,175 Contract Cost
Budgeted: $ 72,000 FY 2021-22 Operating Budget (103655-6290)

Recommended Action: It is recommended that the City Council:

1) Approve a Maintenance Services Agreement with Team One Management, Inc. for park restroom janitorial services for a cumulative contract not-to-exceed amount of $213,525.00 for the initial three (3) year contract term, with the option to extend the term for one (1) additional two (2) year term; and
2) Authorize the City Administrator to approve contract change orders up to ten percent (10%) of the cumulative contract amount, or $21,352.50; and
3) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney; and
4) Authorize the City Administrator to approve the eligible agreement term extension based upon contractor performance and at the discretion of the City.

(Approved 5-0, as recommended)

1.p. **Contract Extension With the Pun Group, Inc. For Financial Auditing Services for Fiscal Year 2020-2021**

Fiscal Impact: Expense: $76,535 Fiscal Year 2021-22 (102020-6010)

Recommended Action: It is recommended that the City Council:

1) Approve Amendment No. 2 to the Professional Services Agreement with the Pun Group, Inc. for a one-year extension for Fiscal Year 2021-22 in an amount not-to-exceed $76,535; and
2) Authorize the City Administrator to execute all necessary documents, in a form approved by the City Attorney.

(Approved 5-0, as recommended)

2. PUBLIC HEARINGS:

2.a. **City of Placentia Annual Budget, Capital Improvement Program, Position Allocation Plan, and Annual Appropriations Limit, and Placentia Public Financing Authority Annual Budget for Fiscal Year 2021-22**

Fiscal Impact: **General Fund**

Expenditures – Operating:	$ 35,991,300
Expenditures – Debt Service:	$ 5,177,100
Expenditures – Capital:	$ 529,400
Expenditures – Transfers Out:	$ 53,000

Revenue:	$ 36,513,300
Operating Transfers-In:	$ 6,546,100
Special Revenue Funds	
Expenditures – Operating:	$ 5,654,900
Expenditures – Debt Service:	$ 278,600
Expenditures – Capital:	$ 7,688,900
Expenditures – Transfers Out:	$ 6,865,000
Revenue:	$ 20,786,800
Operating Transfers-In:	$ 136,100
Debt Service Fund	
Expenditures – Debt Service:	$ 409,500
Operating Transfers-In:	$ 409,500
Enterprise Funds	
Expenditures – Operating:	$ 5,316,500
Expenditures – Transfers Out:	$ 176,700
Revenue:	$ 5,942,100
Internal Service Funds	
Expenditures – Operating:	$ 2,738,300
Operating Transfers-In:	$ 2,738,300
Fiduciary Fund	
Expenditures – Debt Service:	$ 3,786,600
Operating Transfers-in:	$ 3,786,600

Recommended Action: It is recommended that the City Council:

1) Open the Public Hearing concerning the City of Placentia Budget for Fiscal Year 2021-22 and Capital Improvement Program (CIP) for Fiscal Year 2021-22, consider all public testimony, ask questions of Staff, and close the public hearing; and
2) Adopt Resolution No. R-2021-41, a Resolution of the City Council of the City of Placentia, California, taking actions necessary to adopt the Fiscal Year 2021-22 Annual Budget; and taking actions necessary to adopt the Fiscal Year 2021-22 Capital Improvement Program (CIP) Budget with an appropriation of $8,226,600; and authorizing the Position Allocation Plan and Compensation Plan for Fiscal Year 2021-22; and
3) Authorize the City Administrator to release appropriation controls for the General Government Department and Risk Management fund outside of the normal quarterly process, as necessary; and
4) Approve the use of the County's population growth and California per capita income growth as determined by the State Department of Finance for the calculation of the Fiscal Year 2021-22 Annual Appropriation Limit; and
5) Adopt Resolution R-2021-42, a Resolution of the City Council of the City of Placentia, California, approving and adopting the Annual Appropriations Limit for the Fiscal Year 2021-22 in the amount of $101,180,364.

Recommended Action: It is recommended that the Placentia Public Financing Authority take the following actions:

1) Conduct the Public Hearing concerning the Placentia Public Financing Authority Budget for Fiscal Year 2021-22; and
2) Adopt Resolution No. PPFA-2021-02, a Resolution of the Placentia Public Financing Authority (PPFA) Board of Directors of the City of Placentia, California, taking actions necessary to adopt the PPFA's Fiscal Year 2021-22 Annual Budget.

(City Council Approved 3-2, as recommended, Yamaguchi and Wanke voted no)
(Placentia Public Financing Authority Approved 5-0, as recommended)

Mayor Green opened the Public Hearing at 7:53 p.m.

City Administrator Arrula introduced Director of Finance Brown to give a presentation on the annual Budget, the Capital Improvement Program, the Position Allocation Plan, the Annual Appropriations Limit, and the Placentia Public Financing Authority Budget. The presentation included a citywide summary of all funds, the proposed General Fund Budget, proposed revenues, proposed expenditures, a summary of personnel changes, the General Fund balance, other funds, the proposed Capital Improvement Program Budget, the Annual Appropriation Limit, and Staff's recommendations.

Mayor Pro Tem Wanke questioned the request for City Council to grant authority to the City Administrator to release appropriations associated with the Risk Management Fund in the event that the City agrees to a settlement that exceeds budgeted funds.

Mayor Pro Tem Wanke requested clarification on the increase in the Gann Limit.

Councilmember Shader asked for clarification regarding the Reserve Fund and the Unassigned Balance and she requested more information on the two (2) new positions proposed under the Enterprise Fund which would be funded by American Rescue Plan Act (ARPA) Funds. She asked if the 2020 Census update would change the Gann Limit for the City. Councilmember Shader requested frequent financial updates due to the unknown economic impacts of the pandemic. She thanked the Finance Department Staff for their work on the Budget and for the printed Budget notebooks. She expressed her appreciation for the narrative "snapshots" included for each department.

Mayor Pro Tem Wanke asked if Director Brown's presentation included a slide to detail Measure U revenue and allocations. He asked that future Budget presentations include the same information each time they are presented. Mayor Pro Tem Wanke asked if the Police Department Budget had been increased to allow for the purchase of additional riot gear and other protective equipment.

Police Chief Lenyi stated that in Fiscal Year 2020-21 the Police Department purchased riot vests and shields. He noted that the proposed Budget includes the purchase of ballistic shields which would be capable of stopping certain types of low caliber gunfire.

Councilmember Yamaguchi expressed concern that the proposed budget may not be conservative enough considering the unknown financial effects of the pandemic. He stated that it was his belief that the City would benefit from a fully funded Assistant City Administrator position as well as individuals appointed to be responsible for each department.

City Clerk McKinnell stated that no members of the public had indicated the desire to speak and the City Clerk's Office had received no communications for Item 2.a.

Mayor Green closed the public hearing at 8:29 p.m.

Motion by Smith, seconded by Shader, and carried a (3-2, Yamaguchi and Wanke voted no) vote to approve Item 2.a., as recommended to the City Council.

Motion by Wanke, seconded by Smith, and carried a (5-0) vote to approve Item 2.a., as recommended to the Placentia Public Financing Authority.

2.b. **Public Hearing on Amendment to the City's Urban Forest Protection Ordinance**
Fiscal Impact: There is no direct fiscal impact associated with the Staff recommendations.
Recommended Action: It is recommended that the City Council:

1) Open the Public Hearing concerning Ordinance No. O-2021-06; and
2) Receive the Staff Report, consider all public testimony, and ask any questions of Staff; and
3) Close the Public Hearing; and
4) Waive full reading, by title only, and introduce for first reading, Ordinance No. O-2021-06, an Ordinance of the City Council of the City of Placentia, California, amending Chapter 14.12 of the Placentia Municipal Code entitled "Urban Forestry Management and Protection Ordinance" to add provisions pertaining to contractors performing tree maintenance services in the City.

(Approved 5-0, as recommended)

Mayor Green opened the Public Hearing at 8:32 p.m.

City Administrator Arrula introduced Management Analyst Elsa Robinson who gave a brief presentation on the proposed amendment to the City's Urban Forest Protection Ordinance. The presentation included

background on the City's Urban Forest Management Program, the proposed Ordinance amendment, woodchippers, presence safety sensing devices, and Staff recommendations.

Councilmember Shader pointed out that in the Consent Calendar the City Council approved an Agreement with West Coast Arborists, Inc. (WCA) which included the required safety measure being proposed. She stated her belief that it is standard in the industry and a good safety measure.

Councilmember Smith expressed his support for the amendment.

Mayor Pro Tem Wanke discussed the dangers of woodchippers and expressed support for the amendment.

Councilmember Yamaguchi stated that he was glad the technology exists and that the City is taking this action.

City Clerk McKinnell confirmed that the City Clerk's Office had received no public comment for Item 2.b.

Mayor Green closed the public hearing at 8:40 p.m.

Motion by Wanke, seconded by Yamaguchi, and carried a (5-0) vote to approve Item 2.b., as recommended.

3. REGULAR AGENDA:

3.a. **Consideration of Resolution Expressing Support for the Placentia Library District To Continue Under the Current Leadership Structure and Operation Model**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

1) Review the Staff presentation; and
2) Determine whether or not to approve the proposed Resolution; and
3) If approved, adopt proposed Resolution No. R-2021-43, a Resolution of the City Council of the City of Placentia, California, expressing support for the Placentia Library District to continue under the current leadership structure and operation model.

(Approved 5-0, as recommended)

City Administrator Arrula introduced Director of Community Services Karen Crocker who presented the Staff report and stated that Staff had no opinion or recommendation and the item was presented as a policy decision item for City Council consideration.

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

CITY COUNCIL/BOARD MEMBERS REQUESTS:

Councilmember Shader reiterated her request for frequent financial updates due to the unknown economic impacts of the pandemic and she expressed that she regretted the frustration voiced in some of the public comments earlier in the meeting regarding the condition of the streets. She stated that the current City Council had worked very hard over the past four (4) years to create funding and a plan to get every street in the City paved. She noted that any time additional funding is available, the City endeavors to increase the funding toward street and road rehabilitation in an effort to complete citywide street rehabilitation as quickly as possible. She compared the past funding for street maintenance with the current amount budgeted for streets and roads. She said that the City Council understands what residents are dealing with and that some of the City Council Members also live on streets that have not be rehabilitated or paved.

Councilmember Smith requested that a meeting be arranged with the community members who commented on street conditions earlier in the meeting. He suggested that he, Mayor Green, and Deputy City Administrator Estevez would attend. He recognized Staff for working together to achieve goals and noted the hard work of Director Brown and the Finance Staff on the Budget. He noted that the Community

Services Department was preparing to fully reopen to the community for summer programming and other activities and events. He recognized Deputy City Administrator Estevez and the Public Works Staff for the phenomenal job they continue to do throughout the City.

Mayor Pro Tem Wanke requested that Staff prepare an individual item at the quarterly Budget update to track Measure U receipts and expenditures.

Mayor Green stated that City street conditions are of concern to everyone because everyone drives on them. He noted that his street had not been repaired, repaved, or slurry sealed in 30 years. He discussed street conditions and the formula used to determine the order of street rehabilitation.

ADJOURNMENT:
The City Council/Successor Agency/ICDA/PPFA Board of Directors adjourned at 8:49 p.m. to a regular City Council meeting on Tuesday, July 6, 2021 at 5:30 p.m.

_____
Craig S. Green, Mayor/Agency Chair

ATTEST:

_____
Robert S. McKinnell, City Clerk/Agency Secretary

City of Placentia
Check Register
For 07/06/2021
FY 20/21

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Grand Total:	2,307,697.31				

Check Totals by ID	
AP	2,307,697.31
EP	0.00
IP	0.00
OP	0.00

Void Total:	144.66
Check Total:	2,307,552.65

Fund Name	Check Totals by Fund
101-General Fund (0010)	759,705.59
117-Measure U Fund (0079)	301,778.97
205-State Gas Tax (0017)	9,142.92
208-Sccssr Agncy Ret Oblg (0054)	195,960.64
210-Measure M (0018)	21,257.64
211-PEG Fund (0058)	12,563.40
225-Asset Seizure (0021)	13,612.83
227-Explorer Grant NOC (0076)	174.84
228-NOC-Public Safety Grant(0061)	0.18
231-Placentia Reg Nav Cent(0078)	533,902.00
233-Gen Plan Update Fees (0074)	117.00
234-Technology Impact Fees (0075)	68.25
242-City Pub Sfty Impct Fee (0067)	54,907.66
260-Street Lighting Distrct (0028)	41,680.57
265-Landscape Maintenance (0029)	25,165.46
275-Sewer Maintenance (0048)	4,336.59
280-Misc Grants Fund (0050)	21,301.68
401-City Capital Projects (0033)	339.68
501-Refuse Administration (0037)	294,233.26
601-Employee Health & Wlfre (0039)	5,423.51
605-Risk Management (0040)	8,189.00
701-Special Deposits (0044)	3,690.98
Check Total:	2,307,552.65

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

City of Placentia
Check Register
For 06/29/2021

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
RV	LEMUS, FREDDY V010586	PD TRAINING MEALS, MILEAGE	103041-6250 Staff Training	AP061121	76.96	FL5172121MM		00108138	06/11/2021
RV	LEMUS, FREDDY V010586	PD TRAINING MEALS, MILEAGE	213041-6250 Staff Training	AP061121	67.70	FL52621MM		00108138	06/11/2021

Check Total: **144.66**

Type Total: **144.66**

Void Total: **144.66**

City of Placentia
Check Register
For 06/29/2021

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	ADAMSON POLICE V007539	GLOCK CONVERSION KITS	103043-6162 Range Training	AP061121	3,837.42	INV354897		00108094	06/11/2021
				Check Total:	**3,837.42**				
MW OH	AFTERMATH SERVICES LLC V009949	5/8 BIO-HAZARD CLEANING SVS	103043-6099 Professional Services	AP061121	375.00	JC20241-3545		00108095	06/11/2021
				Check Total:	**375.00**				
MW OH	ANAHEIM FULLERTON V006631	APRIL TOWING SERVICES	103047-6181 Towing Services	AP061121	185.00	21-0403-3401		00108096	06/11/2021
MW OH	ANAHEIM FULLERTON V006631	APRIL TOWING SERVICES	103047-6181 Towing Services	AP061121	185.00	21-0414-3707		00108096	06/11/2021
MW OH	ANAHEIM FULLERTON V006631	APRIL TOWING SERVICES	103047-6181 Towing Services	AP061121	185.00	21-0415-3726		00108096	06/11/2021
MW OH	ANAHEIM FULLERTON V006631	APRIL TOWING SERVICES	103047-6181 Towing Services	AP061121	185.00	21-0416-3769		00108096	06/11/2021
MW OH	ANAHEIM FULLERTON V006631	APRIL TOWING SERVICES	103047-6181 Towing Services	AP061121	185.00	21-0418-3806		00108096	06/11/2021
MW OH	ANAHEIM FULLERTON V006631	APRIL TOWING SERVICES	103047-6181 Towing Services	AP061121	185.00	21-0423-3964		00108096	06/11/2021
MW OH	ANAHEIM FULLERTON V006631	APRIL TOWING SERVICES	103047-6181 Towing Services	AP061121	185.00	21-0424-3965		00108096	06/11/2021
				Check Total:	**1,295.00**				
MW OH	ANTHEM LIFE INSURANCE V000046	JUNE LIFE INSURANCE PMT	395083-5163 Life Insurance Premiums	AP061121	5.00	JUNE 21		00108097	06/11/2021
				Check Total:	**5.00**				
MW OH	APPLIED CONCEPTS INC V011919	RADAR TRAILER	503041-6840 Machinery & Equipment	AP061121	15,883.30	384035	P11995	00108098	06/11/2021
				Check Total:	**15,883.30**				
MW OH	AT & T V008736	JUNE KOCH PARK INTERNET	109595-6215 Telephone	AP061121	52.79	KP JUNE 21		00108099	06/11/2021

City of Placentia
Check Register
For 06/29/2021

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	**52.79**				
MW OH	AT&T V004144	APRIL-MAY PHONE CHARGES	296561-6215 Telephone	AP061121	540.69	051521		00108100	06/11/2021
MW OH	AT&T V004144	APRIL-MAY PHONE CHARGES	109595-6215 Telephone	AP061121	2,446.63	051521		00108100	06/11/2021
MW OH	AT&T V004144	APRIL-MAY PHONE CHARGES	109595-6215 / 21009-6215 Telephone	AP061121	8.66	051521		00108100	06/11/2021
				Check Total:	**2,995.98**				
MW OH	B & M LAWN & GARDEN V000127	FUEL CAN	103658-6301 Special Department Supplies	AP061121	22.29	503571		00108101	06/11/2021
MW OH	B & M LAWN & GARDEN V000127	TRIMMER PARTS	103655-6301 Special Department Supplies	AP061121	107.70	503571		00108101	06/11/2021
				Check Total:	**129.99**				
MW OH	BADGE FRAME INC V010144	REMEMBRANCE WALL PLAQUES	213041-6301 Special Department Supplies	AP061121	42.90	726723		00108102	06/11/2021
				Check Total:	**42.90**				
MW OH	BEE MAN, THE V000117	CITY HALL BEE REMOVAL SVS	103655-6130 Repair & Maint/Facilities	AP061121	195.00	114610		00108103	06/11/2021
				Check Total:	**195.00**				
MW OH	BRENNAN ESTIMATING V011259	JUNE ALARM MONITORING	103654-6127 Alarm Monitoring	AP061121	360.00	6539	P11781	00108104	06/11/2021
				Check Total:	**360.00**				
MW OH	BUTTS, MICHAEL V005479	PD TRAINING MEALS	103040-6250 Staff Training	AP061121	180.00	BB5172021MM		00108105	06/11/2021
				Check Total:	**180.00**				
MW OH	CALIFORNIA DEPARTMENT V011462	UNDERGROUND STORAGE TANK	103654-6257 Licenses & Permits	AP061121	525.97	L0010364991		00108106	06/11/2021
				Check Total:	**525.97**				
MW OH	CALIFORNIA FORENSIC	MAY PD BLOOD DRAWS	103040-6055	AP061121	566.50	1641	P11791	00108107	06/11/2021

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	V000232		Medical Services						
				Check Total:	**566.50**				
MW OH	CARL WARREN & CO V008011	MAY LIABILITY ADMIN SVS	404582-6025 Third Party Administration	AP061121	1,661.00	CWC-2011402		00108108	06/11/2021
				Check Total:	**1,661.00**				
MW OH	CITY OF BREA V000125	BUSINESS CARDS - PIVAROFF	102533-6315 Office Supplies	AP061121	13.19	ASCS001653		00108109	06/11/2021
				Check Total:	**13.19**				
MW OH	CITY OF YORBA LINDA V011230	OVERPAYMENT REFUND	100000-4710 Reimbursements/Other Revenue	AP061121	53.06	64327		00108110	06/11/2021
				Check Total:	**53.06**				
MW OH	COMMERCIAL AQUATIC V005203	MAY GOMEZ POOL MAINT	103654-6290 Dept. Contract Services	AP061121	1,100.00	I21-2892	P11795	00108111	06/11/2021
MW OH	COMMERCIAL AQUATIC V005203	MAY WHITTEN POOL MAINT	103654-6290 Dept. Contract Services	AP061121	1,100.00	I21-2893	P11795	00108111	06/11/2021
MW OH	COMMERCIAL AQUATIC V005203	MAY FOUNTAIN MAINT	103654-6290 Dept. Contract Services	AP061121	350.40	I21-2899	P11795	00108111	06/11/2021
MW OH	COMMERCIAL AQUATIC V005203	MAY FOUNTAIN MAINT - LIBRARY	103654-6290 / 21008-6290 Dept. Contract Services	AP061121	249.60	I21-2899	P11795	00108111	06/11/2021
				Check Total:	**2,800.00**				
MW OH	COURT-ORDERED DEBT V011967	P/E 5/29 PD 6/4	0010-2196 Garnishments W/H	AP061121	279.84	PR2101011		00108112	06/11/2021
				Check Total:	**279.84**				
MW OH	CREATIVE SERVICES OF NEW V009004	R OFFICER BADGE STICKERS	213041-6301 / 50095-6301 Special Department Supplies	AP061121	368.95	D21-25183		00108113	06/11/2021
				Check Total:	**368.95**				
MW OH	CT&T CONCRETE PAVING INC V011600	CONCRETE REPAIR SVS	791103-6185 Construction Services	AP061121	31,824.00	CTS5958	P11747	00108114	06/11/2021
MW OH	CT&T CONCRETE PAVING INC	CONCRETE REPAIR SVS	791103-6185	AP061121	6,399.00	CTS5958	P11747	00108114	06/11/2021

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	V011600		Construction Services						
				Check Total:	**38,223.00**				
MW OH	DAVID VOLZ DESIGN V008863	LANDSCAPE & ARCHITECTURE SVS	107902-6185 Construction Services	AP061121	7,050.00	422029	P11870	00108115	06/11/2021
				Check Total:	**7,050.00**				
MW OH	DEPARTMENT OF V010484	ELEVATOR CONVEYANCE FEE	103554-6257 Licenses & Permits	AP061121	675.00	S 1792847 SN		00108116	06/11/2021
				Check Total:	**675.00**				
MW OH	DFS FLOORING INC V000099	FOGGING SANITIZING SVS	103654-6290 / 50500-6290 Dept. Contract Services	AP061121	3,797.00	308987-1	P12041	00108117	06/11/2021
				Check Total:	**3,797.00**				
MW OH	DOOLEY ENTERPRISES INC. V000347	RANGE & DUTY AMMO	103043-6162 Range Training	AP061121	2,591.39	60546		00108118	06/11/2021
				Check Total:	**2,591.39**				
MW OH	DUDEK & ASSOCIATES INC V004114	APR SEWER ANALYSIS STUDY	109595-6099 Professional Services	AP061121	710.00	202103231	P12015	00108119	06/11/2021
				Check Total:	**710.00**				
MW OH	DURATECH USA INC V009370	GETAC LAPTOPS	676105-6840 Machinery & Equipment	AP061121	49,947.66	5638	P11972	00108120	06/11/2021
				Check Total:	**49,947.66**				
MW OH	ENTERPRISE FLEET V003312	MAY PD VEHICLE LEASE PMT	103042-6165 / 50070-6165 Vehicle Rental	AP061121	4,827.55	FBN4202198	P11818	00108121	06/11/2021
MW OH	ENTERPRISE FLEET V003312	MAY CHIEF'S VEHICLE LEASE PMT	798105-6165 Vehicle Rental	AP061121	688.29	FBN4202198	P11818	00108121	06/11/2021
				Check Total:	**5,515.84**				
MW OH	EVANS GUN WORLD V003336	4/21 RANGE FEES	103043-6162 Range Training	AP061121	280.00	2054		00108122	06/11/2021
				Check Total:	**280.00**				
MW OH	FACTORY MOTOR PARTS	MOTOR OIL	103658-6134	AP061121	38.66	102-134584	P11898	00108123	06/11/2021

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	V010842		Vehicle Repair & Maintenance						
MW OH	FACTORY MOTOR PARTS V010842	STABILIZER BARS	103658-6134 Vehicle Repair & Maintenance	AP061121	104.09	102-134981	P11898	00108123	06/11/2021
MW OH	FACTORY MOTOR PARTS V010842	MOTOR OIL, FILTER	103658-6134 Vehicle Repair & Maintenance	AP061121	85.04	102-135211	P11898	00108123	06/11/2021
MW OH	FACTORY MOTOR PARTS V010842	BRAKE PADS, BEARINGS	103658-6134 Vehicle Repair & Maintenance	AP061121	135.34	102-135625	P11898	00108123	06/11/2021
MW OH	FACTORY MOTOR PARTS V010842	BELT TENSIONER KIT	103658-6134 Vehicle Repair & Maintenance	AP061121	74.11	102-135725	P11898	00108123	06/11/2021
MW OH	FACTORY MOTOR PARTS V010842	MOTOR OIL	103658-6134 Vehicle Repair & Maintenance	AP061121	77.32	102-135747	P11898	00108123	06/11/2021
MW OH	FACTORY MOTOR PARTS V010842	WIPER BLADES	103658-6134 Vehicle Repair & Maintenance	AP061121	34.52	102-135781	P11898	00108123	06/11/2021
MW OH	FACTORY MOTOR PARTS V010842	BRAKE PAD, AIR FILTER	103658-6134 Vehicle Repair & Maintenance	AP061121	41.10	102-135910	P11898	00108123	06/11/2021
MW OH	FACTORY MOTOR PARTS V010842	SPARK PLUGS	103658-6134 Vehicle Repair & Maintenance	AP061121	17.32	12-4027504	P11898	00108123	06/11/2021
MW OH	FACTORY MOTOR PARTS V010842	REDI SENSOR	103658-6134 Vehicle Repair & Maintenance	AP061121	49.31	12-4030599	P11898	00108123	06/11/2021
MW OH	FACTORY MOTOR PARTS V010842	TAPERED BEARING	103658-6134 Vehicle Repair & Maintenance	AP061121	5.92	12-4039310	P11898	00108123	06/11/2021
MW OH	FACTORY MOTOR PARTS V010842	55 GALS OF MOTOR OIL	103658-6134 Vehicle Repair & Maintenance	AP061121	538.74	12-4041547	P11898	00108123	06/11/2021
				Check Total:	**1,201.47**				
MW OH	FIFTH AVENUE CLEANERS V010431	MAY PD DRY CLEANING SVS	103040-6290 Dept. Contract Services	AP061121	643.37	MAY 21		00108124	06/11/2021
				Check Total:	**643.37**				
MW OH	FLOOD, KARI V011921	PD TRAINING MEALS	213041-6250 Staff Training	AP061121	220.00	KF5242521M		00108125	06/11/2021

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				Check Total:	**220.00**				
MW OH	FORTIN LAW GROUP V011875	LITIGATION SERVICES	101005-6006 Litigation	AP061121	3,659.50	122307		00108126	06/11/2021
				Check Total:	**3,659.50**				
MW OH	GLASBY MAINT. SUPPLY CO V000445	JANITORIAL SUPPLIES	103654-6130 Repair & Maint/Facilities	AP061121	436.93	315537A	P11855	00108127	06/11/2021
MW OH	GLASBY MAINT. SUPPLY CO V000445	JANITORIAL SUPPLIES	103654-6130 Repair & Maint/Facilities	AP061121	429.25	316024A	P11855	00108127	06/11/2021
				Check Total:	**866.18**				
MW OH	GOVERNMENT FINANCE V000450	GAAFR SUBSCRIPTION	102020-6255 Dues & Memberships	AP061121	65.00	2136026		00108128	06/11/2021
				Check Total:	**65.00**				
MW OH	HINDERLITER DE LLAMAS & V000465	4TH QTR SALES TAX AUDIT SVS	102020-6099 Professional Services	AP061121	2,476.61	SIN009102		00108129	06/11/2021
				Check Total:	**2,476.61**				
MW OH	HIRSCH PIPE AND SUPPLY V004494	FLUSHOMETER COVER	103654-6130 Repair & Maint/Facilities	AP061121	28.86	7651991		00108130	06/11/2021
				Check Total:	**28.86**				
MW OH	ICMA RETIREMENT TRUST V010029	ICMA P/E 5/29 PD 6/4	0048-2170 Deferred Comp Payable - ICMA	AP061121	48.82	PR2101011		00108131	06/11/2021
MW OH	ICMA RETIREMENT TRUST V010029	ICMA P/E 5/29 PD 6/4	0010-2170 Deferred Comp Payable - ICMA	AP061121	3,048.69	PR2101011		00108131	06/11/2021
MW OH	ICMA RETIREMENT TRUST V010029	ICMA P/E 5/29 PD 6/4	0029-2170 Deferred Comp Payable - ICMA	AP061121	9.77	PR2101011		00108131	06/11/2021
MW OH	ICMA RETIREMENT TRUST V010029	ICMA P/E 5/29 PD 6/4	0054-2170 Deferred Comp Payable - ICMA	AP061121	54.17	PR2101011		00108131	06/11/2021
MW OH	ICMA RETIREMENT TRUST V010029	ICMA P/E 5/29 PD 6/4	0037-2170 Deferred Comp Payable - ICMA	AP061121	73.22	PR2101011		00108131	06/11/2021
MW OH	ICMA RETIREMENT TRUST	ICMA-401 P/E 5/29 PD 6/4	0010-2170	AP061121	7,264.20	PR2101011A		00108131	06/11/2021

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	V010029		Deferred Comp Payable - ICMA						
				Check Total:	**10,498.87**				
MW OH	INDUSTRIAL CREDIT V011970	NAVEX SUBSCRIPTION	101523-6136 Software Maintenance	AP061121	10,183.69	INV10526211	P12054	00108132	06/11/2021
				Check Total:	**10,183.69**				
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 5/29 PD 6/4	0054-2131 Employer PARS/ARS Payable	AP061121	23.94	PR2101011		00108133	06/11/2021
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 5/29 PD 6/4	0037-2131 Employer PARS/ARS Payable	AP061121	66.05	PR2101011		00108133	06/11/2021
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 5/29 PD 6/4	0054-2131 Employer PARS/ARS Payable	AP061121	28.60	PR2101011		00108133	06/11/2021
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 5/29 PD 6/4	0048-2131 Employer PARS/ARS Payable	AP061121	112.84	PR2101011		00108133	06/11/2021
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 5/29 PD 6/4	0048-2131 Employer PARS/ARS Payable	AP061121	47.18	PR2101011		00108133	06/11/2021
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 5/29 PD 6/4	0054-2131 Employer PARS/ARS Payable	AP061121	47.18	PR2101011		00108133	06/11/2021
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 5/29 PD 6/4	0010-2131 Employer PARS/ARS Payable	AP061121	1,084.70	PR2101011		00108133	06/11/2021
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 5/29 PD 6/4	0010-2131 Employer PARS/ARS Payable	AP061121	829.90	PR2101011		00108133	06/11/2021
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 5/29 PD 6/4	0010-2131 Employer PARS/ARS Payable	AP061121	567.75	PR2101011		00108133	06/11/2021
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 5/29 PD 6/4	0029-2131 Employer PARS/ARS Payable	AP061121	20.23	PR2101011		00108133	06/11/2021
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 5/29 PD 6/4	0037-2131 Employer PARS/ARS Payable	AP061121	219.51	PR2101011		00108133	06/11/2021
				Check Total:	**3,047.88**				
MW OH	JOHN L HUNTER &	APRIL NPDES CONSULTING SVS	103593-6099	AP061121	4,978.75	PLA1MS412104	P11931	00108134	06/11/2021

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	V009056		Professional Services						
				Check Total:	**4,978.75**				
MW OH	JONES & MAYER V009822	APRIL LEGAL SERVICES	0044-2042 / 45077-2042 Construction Deposits	AP061121	248.98	103356		00108135	06/11/2021
MW OH	JONES & MAYER V009822	APRIL LITIGATION SVS	101005-6006 Litigation	AP061121	379.84	103361		00108135	06/11/2021
MW OH	JONES & MAYER V009822	APRIL LEGAL SERVICES	101005-6005 Legal Services	AP061121	1,062.05	103362		00108135	06/11/2021
MW OH	JONES & MAYER V009822	APRIL LEGAL SERVICES	101005-6005 / 50500-6005 Legal Services	AP061121	829.93	103364		00108135	06/11/2021
MW OH	JONES & MAYER V009822	APRIL LEGAL SERVICES	101005-6005 Legal Services	AP061121	124.49	103367		00108135	06/11/2021
MW OH	JONES & MAYER V009822	APRIL LEGAL SERVICES	101005-6005 Legal Services	AP061121	124.48	103370		00108135	06/11/2021
MW OH	JONES & MAYER V009822	APRIL LITIGATION SVS	101005-6006 Litigation	AP061121	290.47	103371		00108135	06/11/2021
MW OH	JONES & MAYER V009822	APRIL LITIGATION SVS	101005-6006 Litigation	AP061121	290.47	103372		00108135	06/11/2021
MW OH	JONES & MAYER V009822	APRIL LEGAL SERVICES	101005-6005 Legal Services	AP061121	25.65	103374		00108135	06/11/2021
MW OH	JONES & MAYER V009822	APRIL LEGAL SERVICES	101005-6005 Legal Services	AP061121	352.73	103375		00108135	06/11/2021
MW OH	JONES & MAYER V009822	APRIL LEGAL SERVICES	101005-6005 Legal Services	AP061121	1,369.38	103376		00108135	06/11/2021
MW OH	JONES & MAYER V009822	APRIL LEGAL SERVICES	101005-6005 Legal Services	AP061121	1,825.83	103378		00108135	06/11/2021
MW OH	JONES & MAYER V009822	APRIL RETAINER PMT	101005-6005 Legal Services	AP061121	33,543.66	103533		00108135	06/11/2021
				Check Total:	**40,467.96**				
MW OH	JONES, JAMES	5/29 PD INCIDENT STAFF MEALS	103041-6301	AP061121	44.03	101725		00108136	06/11/2021

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	V011973		Special Department Supplies						
				Check Total:	**44.03**				
MW OH	KOA HILLS CONSULTING LL	6725-27 CONSULTING SVS	796103-6840	AP061121	612.50	8080	P11793	00108137	06/11/2021
	V011519		Machinery & Equipment						
MW OH	KOA HILLS CONSULTING LL	671-3 CONSULTING SVS	796103-6840	AP061121	131.25	8094	P11793	00108137	06/11/2021
	V011519		Machinery & Equipment						
				Check Total:	**743.75**				
MW OH	LENYI, DARIN	TOLL ROAD REIMBURSEMENT	103040-6301	AP061121	19.98	DL052021		00108139	06/11/2021
	V010245		Special Department Supplies						
				Check Total:	**19.98**				
MW OH	MARIPOSA LANDSCAPES INC	MAY LANDSCAPE MAINT - LMD	296561-6115	AP061121	6,040.63	93332	P11749	00108140	06/11/2021
	V000647		Landscaping						
MW OH	MARIPOSA LANDSCAPES INC	MAY LANDSCAPE MAINT	173555-6115	AP061121	9,142.92	93332	P11749	00108140	06/11/2021
	V000647		Landscaping						
MW OH	MARIPOSA LANDSCAPES INC	MAY LANDSCAPE MAINT	103655-6115	AP061121	3,535.64	93332	P11749	00108140	06/11/2021
	V000647		Landscaping						
MW OH	MARIPOSA LANDSCAPES INC	MAY LANDSCAPE MAINT - LIBRARY	103655-6115 / 21008-6115	AP061121	1,600.40	93332	P11749	00108140	06/11/2021
	V000647		Landscaping						
				Check Total:	**20,319.59**				
MW OH	MARK43 INC	CAD/RMS INSTALLMENT	796102-6185 / 51001-6185	AP061121	59,220.00	INV0436	P11912	00108141	06/11/2021
	V010565		Construction Services						
MW OH	MARK43 INC	AXON INTERGRATION	213041-6840	AP061121	12,500.00	043021	P11915	00108141	06/11/2021
	V010565		Machinery & Equipment						
				Check Total:	**71,720.00**				
MW OH	MARTINEZ, JOHN	PD TRAINING MEALS	213041-6250	AP061121	220.00	JM5242521M		00108142	06/11/2021
	V010060		Staff Training						
				Check Total:	**220.00**				
MW OH	MC ELHINNEY, JAMES	PD TRAINING MEALS	103040-6250	AP061121	190.00	JMC5172021MM		00108143	06/11/2021
	V003620		Staff Training						

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				Check Total:	**190.00**				
MW OH	MCA DIRECT V011112	ARCHIVE PAPER	101513-6230 Printing & Binding	AP061121	213.31	2021052		00108144	06/11/2021
				Check Total:	**213.31**				
MW OH	NAVARRO, MAC V011664	PD TRAINING MEALS, MILEAGE	103041-6250 Staff Training	AP061121	76.48	MN5262721MM		00108145	06/11/2021
				Check Total:	**76.48**				
MW OH	OFFICE INDUSTRIES V007477	PAPER	109595-6315 Office Supplies	AP061121	163.13	68237		00108146	06/11/2021
				Check Total:	**163.13**				
MW OH	ORANGE COUNTY V000698	19/20 Q3 FOG/BMP INSPECTIONS	103593-6257 Licenses & Permits	AP061121	305.20	59213		00108147	06/11/2021
MW OH	ORANGE COUNTY V000698	19/20 Q4 FOG/BMP INSPECTIONS	103593-6257 Licenses & Permits	AP061121	101.91	59221		00108147	06/11/2021
MW OH	ORANGE COUNTY V000698	20/21 Q1 FOG/BMP INSPECTIONS	103593-6257 Licenses & Permits	AP061121	40.72	59230		00108147	06/11/2021
MW OH	ORANGE COUNTY V000698	20/21 Q2 FOG/BMP INSPECTIONS	103593-6257 Licenses & Permits	AP061121	132.17	59239		00108147	06/11/2021
				Check Total:	**580.00**				
MW OH	ORANGE COUNTY V007306	MAY PARKING CITATIONS	0044-2038 Parking Fines	AP061121	1,562.00	053121		00108148	06/11/2021
				Check Total:	**1,562.00**				
MW OH	ORIGINAL HEMS V011450	PD UNIFORM ALTERATIONS	103041-6360 Uniforms	AP061121	44.00	133862		00108149	06/11/2021
MW OH	ORIGINAL HEMS V011450	PD UNIFORM ALTERATIONS	103041-6360 Uniforms	AP061121	42.00	133863		00108149	06/11/2021
MW OH	ORIGINAL HEMS V011450	PD UNIFORM ALTERATIONS	103041-6360 Uniforms	AP061121	66.00	133865		00108149	06/11/2021
MW OH	ORIGINAL HEMS	PD UNIFORM ALTERATIONS	103041-6360	AP061121	83.00	134092		00108149	06/11/2021

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	V011450		Uniforms						
				Check Total:	**235.00**				
MW OH	PARKHOUSE TIRE INC V004472	TIRES	103658-6134 Vehicle Repair & Maintenance	AP061121	2,459.64	1020241757		00108150	06/11/2021
				Check Total:	**2,459.64**				
MW OH	PATH V011455	APRIL NAV CTR MGMT SVS	784070-6290 Dept. Contract Services	AP061121	133,333.00	800-APR21	P11750	00108151	06/11/2021
MW OH	PATH V011455	MARCH NAV CTR MGMT SVS	784070-6290 Dept. Contract Services	AP061121	133,333.00	800-MAR21	P11750	00108151	06/11/2021
MW OH	PATH V011455	MAY NAV CTR MGMT SVS	784070-6290 Dept. Contract Services	AP061121	133,333.00	800-MAY21	P11750	00108151	06/11/2021
				Check Total:	**399,999.00**				
MW OH	PRINCIPAL LIFE V008141	JUNE DENTAL INSURANCE PMT	395083-5162 Dental Insurance Premiums	AP061121	821.70	JUNE 21		00108152	06/11/2021
MW OH	PRINCIPAL LIFE V008141	JUNE DENTAL INSURANCE PMT	395000-4720 ISF Dental Ins Reimbursement	AP061121	1,306.80	JUNE 21		00108152	06/11/2021
MW OH	PRINCIPAL LIFE V008141	MAY DENTAL INSURANCE PMT	395000-4720 ISF Dental Ins Reimbursement	AP061121	1,277.10	MAY 21		00108152	06/11/2021
MW OH	PRINCIPAL LIFE V008141	MAY DENTAL INSURANCE PMT	395083-5162 Dental Insurance Premiums	AP061121	821.70	MAY 21		00108152	06/11/2021
				Check Total:	**4,227.30**				
MW OH	PRO FORCE LAW V003428	GLOCK DUTY PISTOLS	796119-6840 Machinery & Equipment	AP061121	10,984.84	450433	P11980	00108153	06/11/2021
MW OH	PRO FORCE LAW V003428	GLOCK DUTY PISTOLS	796119-6840 Machinery & Equipment	AP061121	18,376.82	450670	P11980	00108153	06/11/2021
				Check Total:	**29,361.66**				
MW OH	QUADIENT LEASING USA INC V011416	6/5-7/4 MAIL MACHINE LEASE	109595-6175 Office Equipment Rental	AP061121	1,569.84	N8898347		00108154	06/11/2021
				Check Total:	**1,569.84**				

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MW OH	QUALITY AUTO GLASS V002245	FRONT WINDSHIELD	103658-6134 Vehicle Repair & Maintenance	AP061121	565.68	13478		00108155	06/11/2021
				Check Total:	**565.68**				
MW OH	R F DICKSON CO INC V011193	MAY STREET SWEEPING SVS	374386-6290 Dept. Contract Services	AP061121	12,048.47	2510835	P11755	00108156	06/11/2021
				Check Total:	**12,048.47**				
MW OH	REVARD, TAYLOR V011038	PD TRAINING MEALS, MILEAGE	103041-6250 Staff Training	AP061121	76.96	TR5172121MM		00108157	06/11/2021
				Check Total:	**76.96**				
MW OH	SAGECREST PLANNING AND V010576	MAY BLDG PLAN CHECK, INSPECT	102532-6290 Dept. Contract Services	AP061121	14,520.00	2559	P11738	00108158	06/11/2021
				Check Total:	**14,520.00**				
MW OH	SILVER & WRIGHT LLP V009853	MAY CODE LEGAL SVS	101005-6299 Other Purchased Services	AP061121	92.00	27878		00108159	06/11/2021
				Check Total:	**92.00**				
MW OH	SOCIETY FOR V011971	DEMO BOND REFUND	0044-2033 Construction & Demo Deposit	AP061121	1,000.00	40-16-023		00108160	06/11/2021
				Check Total:	**1,000.00**				
MW OH	SPARKLETTS V000967	MAY COFFEE, WATER SVS	109595-6301 Special Department Supplies	AP061121	2,956.02	4106122 051721		00108161	06/11/2021
				Check Total:	**2,956.02**				
MW OH	TIME WARNER CABLE V004450	JUNE EOC SPECTRUM SVS	109595-6215 Telephone	AP061121	625.70	0034466052621		00108162	06/11/2021
MW OH	TIME WARNER CABLE V004450	JUNE CH FIBER CHARGES	109595-6215 Telephone	AP061121	1,245.96	0347700052521		00108162	06/11/2021
MW OH	TIME WARNER CABLE V004450	JUNE WHITTEN INTERNET	109595-6215 Telephone	AP061121	645.61	0347726052521		00108162	06/11/2021
MW OH	TIME WARNER CABLE V004450	JUNE PW YARD INTERNET	109595-6215 Telephone	AP061121	645.61	0347858052621		00108162	06/11/2021

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MW OH	TIME WARNER CABLE V004450	JUNE NAV CTR INTERNET	109595-6215 Telephone	AP061121	124.01	0570178052321		00108162	06/11/2021
				Check Total:	**3,286.89**				
MW OH	TOM BYER ROOFING V011540	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP061121	100.00	30-21-056		00108163	06/11/2021
				Check Total:	**100.00**				
MW OH	TOM DODSON & ASSOCIATES V009472	SEQA FOR REZONE OF PARCELS	509104-6017 Special Studies	AP061121	1,950.00	PLA-114-1		00108164	06/11/2021
				Check Total:	**1,950.00**				
MW OH	TOWNSEND PUBLIC AFFAIRS V004165	JUNE LEGISLATIVE ADVOCACY SVS	101001-6001 Management Consulting Servics	AP061121	5,000.00	17208	P11757	00108165	06/11/2021
				Check Total:	**5,000.00**				
MW OH	TRAFFIC MANAGEMENT V008463	PAINT	103652-6301 Special Department Supplies	AP061121	671.40	741160		00108166	06/11/2021
				Check Total:	**671.40**				
MW OH	TRANSUNION RISK & V009317	MAY PD DATABASE TRANSACTIONS	103042-6290 Dept. Contract Services	AP061121	170.00	49451-202105-1		00108167	06/11/2021
				Check Total:	**170.00**				
MW OH	TRILLIUM CNG (1720) V007952	MAY CNG FUEL	103658-6345 Gasoline & Diesel Fuel	AP061121	74.75	21624497		00108168	06/11/2021
				Check Total:	**74.75**				
MW OH	TURBO DATA SYSTEMS INC V001238	MAY PD CITATION PROCESSING	103047-6290 Dept. Contract Services	AP061121	900.71	35113	P11801	00108169	06/11/2021
				Check Total:	**900.71**				
MW OH	UNDERGROUND SERVICE V010637	MAY DIG SAFE SERVICES	484356-6301 Special Department Supplies	AP061121	97.45	520210527		00108170	06/11/2021
MW OH	UNDERGROUND SERVICE V010637	MAY REGULATORY COSTS	484356-6301 Special Department Supplies	AP061121	61.21	DSB20202763		00108170	06/11/2021
				Check Total:	**158.66**				

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MW OH	UNIQUE PRINTING V010259	BUSINESS CARDS - HURTADO	103041-6230 Printing & Binding	AP061121	32.93	42860		00108171	06/11/2021
				Check Total:	**32.93**				
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 5/29 PD 6/4	0050-2126 Employee PARS/ARS W/H	AP061121	0.31	PR2101011		00108172	06/11/2021
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 5/29 PD 6/4	0050-2131 Employer PARS/ARS Payable	AP061121	0.31	PR2101011		00108172	06/11/2021
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 5/29 PD 6/4	0061-2126 Employee PARS/ARS W/H	AP061121	0.09	PR2101011		00108172	06/11/2021
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 5/29 PD 6/4	0061-2131 Employer PARS/ARS Payable	AP061121	0.09	PR2101011		00108172	06/11/2021
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 5/29 PD 6/4	0010-2126 Employee PARS/ARS W/H	AP061121	1,503.42	PR2101011		00108172	06/11/2021
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 5/29 PD 6/4	0010-2131 Employer PARS/ARS Payable	AP061121	1,503.42	PR2101011		00108172	06/11/2021
				Check Total:	**3,007.64**				
MW OH	US BANK ST PAUL V010025	SA DEBT SERVICE PAYMENT	0054-1150 Cash w/Fiscal Agent	AP061121	194,485.78	17819525		00108173	06/11/2021
				Check Total:	**194,485.78**				
MW OH	V & V MANUFACTURING INC V010393	CHALLENGE COINS	103041-6301 Special Department Supplies	AP061121	3,082.74	52481		00108174	06/11/2021
MW OH	V & V MANUFACTURING INC V010393	LIEUTENANT BADGE	103040-6299 Other Purchased Services	AP061121	116.31	52485		00108174	06/11/2021
MW OH	V & V MANUFACTURING INC V010393	FLAT BADGE	103040-6299 Other Purchased Services	AP061121	139.09	52490		00108174	06/11/2021
				Check Total:	**3,338.14**				
MW OH	VERIZON WIRELESS V008735	MAY CA IPAD CHARGES	109595-6215 Telephone	AP061121	38.01	9880209350		00108175	06/11/2021
MW OH	VERIZON WIRELESS	MAY IPAD CHARGES	109595-6215	AP061121	220.95	9880209352		00108175	06/11/2021

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	V008735		Telephone						
MW OH	VERIZON WIRELESS V008735	MAY KRAEMER PUMP STN INTERNET	109595-6215 / 21009-6215 Telephone	AP061121	19.00	9880213763		00108175	06/11/2021
MW OH	VERIZON WIRELESS V008735	MAY KRAEMER PUMP STN INTERNET	109595-6215 Telephone	AP061121	19.01	9880213763		00108175	06/11/2021
				Check Total:	**296.97**				
MW OH	WATERLOGIC AMERICAS LLC V010708	MAY PD WATER SERVICE	103041-6301 Special Department Supplies	AP061121	57.10	680367		00108176	06/11/2021
MW OH	WATERLOGIC AMERICAS LLC V010708	JUNE PD WATER SERVICE	103041-6301 Special Department Supplies	AP061121	97.07	705775		00108176	06/11/2021
				Check Total:	**154.17**				
MW OH	ADAMSON POLICE V007539	BODY ARMOR - HURTADO	103041-6360 / 50040-6360 Uniforms	AP061821	182.10	INV354067	P12056	00108177	06/18/2021
MW OH	ADAMSON POLICE V007539	BODY ARMOR - HEINZEL	103041-6360 / 50040-6360 Uniforms	AP061821	850.15	INV354084	P12056	00108177	06/18/2021
MW OH	ADAMSON POLICE V007539	BODY ARMOR - VALDEZ	103041-6360 / 50040-6360 Uniforms	AP061821	848.00	INV354085	P12056	00108177	06/18/2021
MW OH	ADAMSON POLICE V007539	BODY ARMOR - WADE	103041-6360 / 50040-6360 Uniforms	AP061821	848.00	INV354428	P12056	00108177	06/18/2021
MW OH	ADAMSON POLICE V007539	BODY ARMOR - ALVAREZ	103041-6360 / 50040-6360 Uniforms	AP061821	848.00	INV354429	P12056	00108177	06/18/2021
MW OH	ADAMSON POLICE V007539	BODY ARMOR - LEE	103041-6360 / 50040-6360 Uniforms	AP061821	848.00	INV354617	P12056	00108177	06/18/2021
				Check Total:	**4,424.25**				
MW OH	AFTERMATH SERVICES LLC V009949	5/29 BIO HAZARD CLEANING SVS	103043-6099 Professional Services	AP061821	375.00	JC2021-7282		00108178	06/18/2021
				Check Total:	**375.00**				
MW OH	ALL CITY MANAGEMENT V000005	4/4-17 CROSSING GUARD SVS	103047-6290 Dept. Contract Services	AP061821	3,267.22	70038	P11942	00108179	06/18/2021

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MW OH	ALL CITY MANAGEMENT V000005	4/18-5/1 CROSSING GUARD SVS	103047-6290 Dept. Contract Services	AP061821	3,024.84	70282	P11942	00108179	06/18/2021
MW OH	ALL CITY MANAGEMENT V000005	5/2-15 CROSSING GUARD SVS	103047-6290 Dept. Contract Services	AP061821	3,024.84	70575	P11942	00108179	06/18/2021
				Check Total:	**9,316.90**				
MW OH	ALLIANCE BUSINESS V011660	JUNE FD DEDICATED INTERNET	109595-6215 Telephone	AP061821	1,318.38	1273963		00108180	06/18/2021
				Check Total:	**1,318.38**				
MW OH	AMERICAN OFFICE V009212	OFFICE FURNITURE	795005-6185 Construction Services	AP061821	46.91	12690B	P12004	00108181	06/18/2021
MW OH	AMERICAN OFFICE V009212	OFFICE FURNITURE	103654-6130 Repair & Maint/Facilities	AP061821	6,749.96	12690B	P12004	00108181	06/18/2021
				Check Total:	**6,796.87**				
MW OH	AMERICAN OFFICE V009212	OFFICE FURNITURE	795107-6185 Construction Services	AP061821	1,386.56	12689B	P12004	00108182	06/18/2021
				Check Total:	**1,386.56**				
MW OH	ANAHEIM FULLERTON V006631	MAY CSUF PD TOWING SVS	103047-6181 Towing Services	AP061821	185.00	21-0522-4731		00108183	06/18/2021
				Check Total:	**185.00**				
MW OH	AT & T V008736	JUNE POWELL BLDG INTERNET	109595-6215 Telephone	AP061821	52.79	JUNE 2021		00108184	06/18/2021
MW OH	AT & T V008736	JUNE FD 1 INTERNET SVS	109595-6215 Telephone	AP061821	52.79	JUNE FD1 2021		00108184	06/18/2021
MW OH	AT & T V008736	JUNE HVAC INTERNET SVS	109595-6215 Telephone	AP061821	52.79	JUNE HVAC 21		00108184	06/18/2021
				Check Total:	**158.37**				
MW OH	AT&T V004144	MAY-JUNE PHONE CHARGES	296561-6215 Telephone	AP061821	92.99	061021		00108185	06/18/2021
MW OH	AT&T	MAY-JUNE PHONE CHARGES	109595-6215 / 21008-6215	AP061821	9.85	061021		00108185	06/18/2021

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	V004144		Telephone						
MW OH	AT&T V004144	MAY-JUNE PHONE CHARGES	109595-6215 Telephone	AP061821	778.04	061021		00108185	06/18/2021
				Check Total:	**880.88**				
MW OH	AT&T V007715	JUNE FD STN 1 PHONE SVS	109595-6215 Telephone	AP061821	66.00	STA1 JUNE 21		00108186	06/18/2021
MW OH	AT&T V007715	JUNE FD STN 2 PHONE SVS	109595-6215 Telephone	AP061821	66.00	STA2 JUNE 21		00108186	06/18/2021
				Check Total:	**132.00**				
MW OH	BADGE FRAME INC V010144	CHAPLAIN MILHANDER PLAQUE	103041-6301 Special Department Supplies	AP061821	21.45	428936		00108187	06/18/2021
				Check Total:	**21.45**				
MW OH	BEST CONTRACTING V010594	ROOF REPLACEMENT SVS	795002-6185 Construction Services	AP061821	33,093.54	16026	P11906	00108188	06/18/2021
				Check Total:	**33,093.54**				
MW OH	CALIFORNIA STATE V006510	MAY CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP061821	210.00	21-168		00108189	06/18/2021
				Check Total:	**210.00**				
MW OH	CALMAT CO. V010007	ASPHALT	103652-6301 Special Department Supplies	AP061821	251.28	72959388		00108190	06/18/2021
MW OH	CALMAT CO. V010007	ASPHALT	103652-6301 Special Department Supplies	AP061821	335.67	72959389		00108190	06/18/2021
				Check Total:	**586.95**				
MW OH	CHAVEZ, GERARDO V011859	SPRING TUITION REIMBURSEMENT	109595-5150 Tuition Reimbursement	AP061821	2,047.20	SPRING 21		00108191	06/18/2021
				Check Total:	**2,047.20**				
MW OH	COAST EMS LLC V011441	RING CUTTER	103066-6362 Emergency Medical Supples	AP061821	216.74	9508		00108192	06/18/2021
				Check Total:	**216.74**				

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MW OH	COLLINS + COLLINS LLP V011980	MAY LITIGATION SVS	101005-6006 Litigation	AP061821	3,844.50	4338885		00108193	06/18/2021
				Check Total:	**3,844.50**				
MW OH	COUNTY OF ORANGE V008881	JUNE AFIS SERVICES	103040-6290 Dept. Contract Services	AP061821	2,301.00	SH 59191	P11802	00108194	06/18/2021
				Check Total:	**2,301.00**				
MW OH	CSG CONSULTANTS INC V011609	MAY FIRE PLAN CHECK, INSPECT	102532-6050 Fire Plan Check Services	AP061821	1,610.00	37113	P11933	00108195	06/18/2021
				Check Total:	**1,610.00**				
MW OH	DATA TICKET INC. V006119	APR CODE CITE PROCESSING	102533-6290 Dept. Contract Services	AP061821	765.00	124462		00108196	06/18/2021
				Check Total:	**765.00**				
MW OH	DELTA INDUSTRIAL SERVICE V011545	IREFIGHTER TURNOUTS	103066-6301 Special Department Supplies	AP061821	1,894.00	79767	P11828	00108197	06/18/2021
				Check Total:	**1,894.00**				
MW OH	DENNIS AND DEBORAH V007072	JULY-SEPT LEASE PMT	103043-6160 Facility Rental	AP061821	17,745.15	070121		00108198	06/18/2021
				Check Total:	**17,745.15**				
MW OH	DEPARTMENT OF JUSTICE V000213	MARCH LIVESCAN PROCESSING	101512-6099 Professional Services	AP061821	130.00	503055		00108199	06/18/2021
MW OH	DEPARTMENT OF JUSTICE V000213	MARCH LIVESCAN PROCESSING	0044-2054 FBI Livescan	AP061821	51.00	503055		00108199	06/18/2021
MW OH	DEPARTMENT OF JUSTICE V000213	MARCH LIVESCAN PROCESSING	0044-2053 DOJ Livescan	AP061821	288.00	503055		00108199	06/18/2021
MW OH	DEPARTMENT OF JUSTICE V000213	APRIL LIVESCAN PROCESSING	101512-6099 Professional Services	AP061821	128.00	508529		00108199	06/18/2021
MW OH	DEPARTMENT OF JUSTICE V000213	APRIL LIVESCAN PROCESSING	0044-2054 FBI Livescan	AP061821	51.00	508529		00108199	06/18/2021
MW OH	DEPARTMENT OF JUSTICE	APRIL LIVESCAN PROCESSING	0044-2053	AP061821	96.00	508529		00108199	06/18/2021

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	V000213		DOJ Livescan						
				Check Total:	**744.00**				
MW OH	DURATECH USA INC V009370	ADD MDCS TO NETMOTION	103043-6099 Professional Services	AP061821	1,020.00	5648		00108200	06/18/2021
				Check Total:	**1,020.00**				
MW OH	EMPOWER YOUR IMAGE V010396	SHADOW BOXES	103066-6301 Special Department Supplies	AP061821	5,220.00	20217904		00108201	06/18/2021
				Check Total:	**5,220.00**				
MW OH	EPOWER NETWORK INC V011953	CITY HALL GENERATOR MAINT	103654-6290 Dept. Contract Services	AP061821	470.65	29494	P12028	00108202	06/18/2021
MW OH	EPOWER NETWORK INC V011953	FD STN 1 GENERATOR MAINT	103654-6290 Dept. Contract Services	AP061821	405.40	29498	P12028	00108202	06/18/2021
MW OH	EPOWER NETWORK INC V011953	FD STN 2 GENERATOR MAINT	103654-6290 Dept. Contract Services	AP061821	392.52	29500	P12028	00108202	06/18/2021
				Check Total:	**1,268.57**				
MW OH	ESPINOZA, PAT V002560	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP061821	43.00	19011212		00108203	06/18/2021
MW OH	ESPINOZA, PAT V002560	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP061821	43.00	19011214		00108203	06/18/2021
				Check Total:	**86.00**				
MW OH	ESPINOZA, SERGIO V011979	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP061821	43.00	19011213		00108204	06/18/2021
				Check Total:	**43.00**				
MW OH	FACTORY MOTOR PARTS V010842	BOLT DOWN FUSE	103658-6134 Vehicle Repair & Maintenance	AP061821	9.71	102-135817	P11898	00108205	06/18/2021
MW OH	FACTORY MOTOR PARTS V010842	MOTOR OIL, OIL FILTER	103658-6134 Vehicle Repair & Maintenance	AP061821	22.19	102-136149	P11898	00108205	06/18/2021
MW OH	FACTORY MOTOR PARTS V010842	OIL & AIR FILTERS	103658-6134 Vehicle Repair & Maintenance	AP061821	42.44	102-136250	P11898	00108205	06/18/2021

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MW OH	FACTORY MOTOR PARTS V010842	OIL FILTERS	103658-6134 Vehicle Repair & Maintenance	AP061821	62.45	102-136645	P11898	00108205	06/18/2021
MW OH	FACTORY MOTOR PARTS V010842	OIL FILTER	103658-6134 Vehicle Repair & Maintenance	AP061821	3.53	102-136725	P11898	00108205	06/18/2021
MW OH	FACTORY MOTOR PARTS V010842	BOLT DOWN FUSE	103658-6134 Vehicle Repair & Maintenance	AP061821	9.71	12-4042376	P11898	00108205	06/18/2021
MW OH	FACTORY MOTOR PARTS V010842	BOLT DOWN FUSE	103658-6134 Vehicle Repair & Maintenance	AP061821	9.71	12-4042431	P11898	00108205	06/18/2021
MW OH	FACTORY MOTOR PARTS V010842	BRAKE PADS	103658-6134 Vehicle Repair & Maintenance	AP061821	51.41	12-4052088	P11898	00108205	06/18/2021
MW OH	FACTORY MOTOR PARTS V010842	SUSPENSION CONTROL ARM	103658-6134 Vehicle Repair & Maintenance	AP061821	121.79	12-4054210	P11898	00108205	06/18/2021
MW OH	FACTORY MOTOR PARTS V010842	OXYGEN SENSOR	103658-6134 Vehicle Repair & Maintenance	AP061821	72.49	12-4060302	P11898	00108205	06/18/2021
MW OH	FACTORY MOTOR PARTS V010842	BATTERY	103658-6134 Vehicle Repair & Maintenance	AP061821	183.45	12-4063157	P11898	00108205	06/18/2021
MW OH	FACTORY MOTOR PARTS V010842	RADIATOR HOSE	103658-6134 Vehicle Repair & Maintenance	AP061821	74.51	12-4068143	P11898	00108205	06/18/2021
MW OH	FACTORY MOTOR PARTS V010842	SENSOR PROBE	103658-6134 Vehicle Repair & Maintenance	AP061821	187.12	12-450702	P11898	00108205	06/18/2021
				Check Total:	**850.51**				
MW OH	FAIRWAY FORD V000376	VEHICLE PARTS	103658-6134 Vehicle Repair & Maintenance	AP061821	63.18	263185	P11854	00108206	06/18/2021
				Check Total:	**63.18**				
MW OH	FUTURE PRO INC V011601	PITCHING RUBBERS, BASES	104071-6130 Repair & Maint/Facilities	AP061821	1,682.00	23547		00108207	06/18/2021
				Check Total:	**1,682.00**				
MW OH	GALLS LLC V000438	FD UNIFORMS	103066-6360 Uniforms	AP061821	223.93	018363770		00108208	06/18/2021
MW OH	GALLS LLC	HANDCUFFS, MAG POUCH	103041-6360	AP061821	891.15	018405191		00108208	06/18/2021

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	V000438		Uniforms						
MW OH	GALLS LLC V000438	FD UNIFORMS	103066-6360 Uniforms	AP061821	203.29	018445681		00108208	06/18/2021
MW OH	GALLS LLC V000438	FD UNIFORM TIE BAR	103066-6360 Uniforms	AP061821	5.26	018462350		00108208	06/18/2021
				Check Total:	**1,323.63**				
MW OH	GOLDEN STATE WATER V000928	MARCH-MAY WATER CHARGES	109595-6335 Water	AP061821	1,468.19	061021		00108209	06/18/2021
MW OH	GOLDEN STATE WATER V000928	MARCH-MAY WATER CHARGES	296561-6335 Water	AP061821	16,394.21	061021		00108209	06/18/2021
				Check Total:	**17,862.40**				
MW OH	H&S ENERGY LLC V010680	APRIL PD CAR WASH SVS	103658-6301 Special Department Supplies	AP061821	610.00	PD APRIL 21		00108210	06/18/2021
MW OH	H&S ENERGY LLC V010680	MARCH PD CAR WASH SVS	103658-6301 Special Department Supplies	AP061821	500.00	PD MARCH 21		00108210	06/18/2021
				Check Total:	**1,110.00**				
MW OH	KEYSER MARSTON V010468	MAY PROFESSIONAL SVS	101511-6001 Management Consulting Servics	AP061821	742.50	0035685		00108211	06/18/2021
				Check Total:	**742.50**				
MW OH	LIFE WATER POOLS V011975	BLDG PERMIT REFUND	740000-4302 General Plan Update Fee	AP061821	108.75	B21-1615		00108212	06/18/2021
MW OH	LIFE WATER POOLS V011975	BLDG PERMIT REFUND	100000-4168 Swimming Pool Permits	AP061821	853.00	B21-1615		00108212	06/18/2021
MW OH	LIFE WATER POOLS V011975	BUSINESS LICENSE REFUND	100000-4101 Gross Receipts	AP061821	75.00	B21-1615		00108212	06/18/2021
MW OH	LIFE WATER POOLS V011975	BLDG PERMIT REFUND	0044-2049 Health & Safety Collection	AP061821	5.00	B21-1615		00108212	06/18/2021
MW OH	LIFE WATER POOLS V011975	BUSINESS LICENSE REFUND	0044-2032 SB 1186 BL State Fee	AP061821	4.00	B21-1615		00108212	06/18/2021

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MW OH	LIFE WATER POOLS V011975	BLDG PERMIT REFUND	740000-4302 General Plan Update Fee	AP061821	8.25	B21-1615		00108212	06/18/2021
MW OH	LIFE WATER POOLS V011975	BLDG PERMIT REFUND	750000-4303 Technology Fee	AP061821	30.00	B21-1615		00108212	06/18/2021
MW OH	LIFE WATER POOLS V011975	BLDG PERMIT REFUND	750000-4303 Technology Fee	AP061821	38.25	B21-1615		00108212	06/18/2021
				Check Total:	**1,122.25**				
MW OH	LN CURTIS & SONS V011267	PD UNIFORM JACKET	103040-6360 Uniforms	AP061821	108.15	INV484985		00108213	06/18/2021
MW OH	LN CURTIS & SONS V011267	PD UNIFORM SHIRTS	103041-6360 Uniforms	AP061821	136.13	INV487768		00108213	06/18/2021
MW OH	LN CURTIS & SONS V011267	PD UNIFORM SHIRT	103040-6360 Uniforms	AP061821	111.59	INV488493		00108213	06/18/2021
MW OH	LN CURTIS & SONS V011267	DUTY BELT	103041-6360 Uniforms	AP061821	79.28	INV490226		00108213	06/18/2021
MW OH	LN CURTIS & SONS V011267	PD UNIFORM - CHUNG	103041-6360 Uniforms	AP061821	248.55	INV491471		00108213	06/18/2021
MW OH	LN CURTIS & SONS V011267	PD UNIFORM SHIRT	103041-6360 Uniforms	AP061821	112.28	INV491612		00108213	06/18/2021
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - EVERTSEN	103041-6360 Uniforms	AP061821	565.36	INV491898		00108213	06/18/2021
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - CONTRERAS	103041-6360 Uniforms	AP061821	416.43	INV492038		00108213	06/18/2021
MW OH	LN CURTIS & SONS V011267	PD UNIFORM SHIRT	103041-6360 Uniforms	AP061821	102.14	INV492045		00108213	06/18/2021
MW OH	LN CURTIS & SONS V011267	PD UNIFORM - CASTELLANO	103041-6360 Uniforms	AP061821	474.13	INV492064		00108213	06/18/2021
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - MARTINEZ	103041-6360 Uniforms	AP061821	97.10	INV492622		00108213	06/18/2021
MW OH	LN CURTIS & SONS	PD UNIFORMS - MARTINEZ	103041-6360	AP061821	146.21	INV493459		00108213	06/18/2021

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	V011267		Uniforms						
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - CASTELLANO	103041-6360 Uniforms	AP061821	238.86	INV493885		00108213	06/18/2021
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - HURTADO	103041-6360 Uniforms	AP061821	14.48	INV494340		00108213	06/18/2021
				Check Total:	**2,850.69**				
MW OH	LYNCH EMS V011542	VEHICLE REGISTRATION	101516-6290 Dept. Contract Services	AP061821	950.00	21-10000		00108214	06/18/2021
MW OH	LYNCH EMS V011542	VEHICLE REGISTRATION	101516-6290 Dept. Contract Services	AP061821	950.00	21-10001		00108214	06/18/2021
MW OH	LYNCH EMS V011542	VEHICLE REGISTRATION	101516-6290 Dept. Contract Services	AP061821	950.00	21-10003		00108214	06/18/2021
MW OH	LYNCH EMS V011542	JUNE PARAMEDIC SERVICES	101516-6290 Dept. Contract Services	AP061821	81,250.00	21-12649	P11730	00108214	06/18/2021
				Check Total:	**84,100.00**				
MW OH	MOTOROLA SOLUTIONS V010749	800 MHz UPGRADE PMT	105525-6905 Principal/Bonds/COP's/Leases	AP061821	41,867.53	30190		00108215	06/18/2021
				Check Total:	**41,867.53**				
MW OH	NOBLE E&C INC V011749	RETENTION PAYMENT	675105-6185 Construction Services	AP061821	4,960.00	05	P11930	00108216	06/18/2021
				Check Total:	**4,960.00**				
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP061821	73.84	68156		00108217	06/18/2021
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP061821	101.10	68181		00108217	06/18/2021
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP061821	85.71	68197		00108217	06/18/2021
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP061821	77.67	68215		00108217	06/18/2021

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MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP061821	117.06	68229		00108217	06/18/2021
MW OH	OFFICE INDUSTRIES V007477	PAPER	109595-6315 Office Supplies	AP061821	157.69	68288		00108217	06/18/2021
MW OH	OFFICE INDUSTRIES V007477	PAPER	109595-6315 Office Supplies	AP061821	236.53	98287		00108217	06/18/2021
				Check Total:	**849.60**				
MW OH	PALAFOX, ANGELICA V009429	FACILITY REFUND	100000-4385 / 79348-4385 Facility Rental	AP061821	170.00	2002792.002A		00108218	06/18/2021
				Check Total:	**170.00**				
MW OH	PRIORITY DISPATCH CORP V011406	DISPATCH SYSTEM LICENSE	796104-6840 Machinery & Equipment	AP061821	3,950.29	SIN251530	P12042	00108219	06/18/2021
MW OH	PRIORITY DISPATCH CORP V011406	DISPATCH SYSTEM LICENSE	101523-6136 Software Maintenance	AP061821	850.42	SIN251530	P12042	00108219	06/18/2021
				Check Total:	**4,800.71**				
MW OH	RELIANCE STANDARD LIFE V008214	JUNE INSURANCE PAYMENT	109595-5163 Life Insurance Premiums	AP061821	4,223.63	060121 GL		00108220	06/18/2021
MW OH	RELIANCE STANDARD LIFE V008214	JUNE INSURANCE PAYMENT	109595-5163 Life Insurance Premiums	AP061821	4,570.88	060121 LTD		00108220	06/18/2021
MW OH	RELIANCE STANDARD LIFE V008214	JUNE INSURANCE PAYMENT	109595-5163 Life Insurance Premiums	AP061821	4,205.36	060121 STD		00108220	06/18/2021
				Check Total:	**12,999.87**				
MW OH	REPUBLIC SERVICES #676 V011413	TRASH CONTAINER USAGE	374386-6101 Disposal	AP061821	99.60	3-0676-0092679		00108221	06/18/2021
				Check Total:	**99.60**				
MW OH	REPUBLIC WASTE SERVICES V007205	MAY REFUSE COLLECTION SVS	374386-6101 Disposal	AP061821	275,812.74	676-004421440	P11830	00108222	06/18/2021
				Check Total:	**275,812.74**				
MW OH	SAFETY-KLEEN CORP	PARTS CLEANER	103658-6301	AP061821	301.58	85902188		00108223	06/18/2021

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000959		Special Department Supplies						
				Check Total:	**301.58**				
MW OH	SECO ELECTRIC & LIGHTING V010182	ATHLETIC FIELD LIGHT REPAIRS	104071-6130 Repair & Maint/Facilities	AP061821	5,206.95	6621	P12030	00108224	06/18/2021
MW OH	SECO ELECTRIC & LIGHTING V010182	REPLACE LIGHTS @ CHAMPIONS	104071-6130 Repair & Maint/Facilities	AP061821	5,667.53	6526	P12050	00108224	06/18/2021
MW OH	SECO ELECTRIC & LIGHTING V010182	INSTALL CIRCUITS IN DISPATCH	103654-6130 Repair & Maint/Facilities	AP061821	3,778.00	6632	P12053	00108224	06/18/2021
				Check Total:	**14,652.48**				
MW OH	SOUTHERN CALIFORNIA V000910	MAY-JUNE ELECTRICITY CHARGES	109595-6330 / 21010-6330 Electricity	AP061821	96.21	060321		00108225	06/18/2021
MW OH	SOUTHERN CALIFORNIA V000910	MAY-JUNE ELECTRICITY CHARGES	109595-6330 / 21012-6330 Electricity	AP061821	18.50	060321		00108225	06/18/2021
MW OH	SOUTHERN CALIFORNIA V000910	MAY-JUNE ELECTRICITY CHARGES	296561-6330 Electricity	AP061821	275.24	060321		00108225	06/18/2021
MW OH	SOUTHERN CALIFORNIA V000910	MAY-JUNE ELECTRICITY CHARGES	109595-6330 Electricity	AP061821	19,202.46	060321		00108225	06/18/2021
MW OH	SOUTHERN CALIFORNIA V000910	MAY-JUNE ELECTRICITY CHARGES	109595-6330 / 21009-6330 Electricity	AP061821	84.29	060321		00108225	06/18/2021
MW OH	SOUTHERN CALIFORNIA V000910	MAY-JUNE ELECTRICITY CHARGES	286560-6330 Electricity	AP061821	41,680.57	060321		00108225	06/18/2021
				Check Total:	**61,357.27**				
MW OH	SPARKLETTS V000967	MAY SR CTR COFFEE SVS	109595-6301 Special Department Supplies	AP061821	321.01	14974536 052621		00108226	06/18/2021
				Check Total:	**321.01**				
MW OH	TEAM ONE MANAGEMENT V010070	MAY PARK JANITORIAL SVS	103655-6290 Dept. Contract Services	AP061821	5,170.83	61	P11805	00108227	06/18/2021
				Check Total:	**5,170.83**				
MW OH	THE KARAGINES FAMILY	JULY-SEPT LEASE PMT	103043-6160	AP061821	17,745.15	070121		00108228	06/18/2021

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	V007073		Facility Rental						
				Check Total:	**17,745.15**				
MW OH	THE SAUCE CREATIVE V007476	REBRANDING OF CS LOGO	104071-6299 Other Purchased Services	AP061821	1,250.00	4714		00108229	06/18/2021
MW OH	THE SAUCE CREATIVE V007476	ARBOR DAY FLYER DESIGN, PRINT	104070-6230 Printing & Binding	AP061821	493.75	4742		00108229	06/18/2021
MW OH	THE SAUCE CREATIVE V007476	QUARTERLY COVER DESIGN SVS	104071-6299 Other Purchased Services	AP061821	325.00	4814		00108229	06/18/2021
				Check Total:	**2,068.75**				
MW OH	TURNOUT MAINTENANCE V011543	FD UNIFORM ADJUSTMENTS	103066-6361 Personal Protection Equipment	AP061821	54.38	23831		00108230	06/18/2021
				Check Total:	**54.38**				
MW OH	UNDERGROUND SERVICE V010637	MARCH DIG SAFE SVS	484356-6301 Special Department Supplies	AP061821	166.75	320210531		00108231	06/18/2021
MW OH	UNDERGROUND SERVICE V010637	MARCH REGULATORY COSTS	484356-6301 Special Department Supplies	AP061821	61.21	DSB20201624		00108231	06/18/2021
				Check Total:	**227.96**				
MW OH	UNIQUE PRINTING V010259	PRINTING SERVICES	103041-6230 Printing & Binding	AP061821	107.56	42865		00108232	06/18/2021
MW OH	UNIQUE PRINTING V010259	PRINTING SERVICES	103047-6230 Printing & Binding	AP061821	46.10	42871		00108232	06/18/2021
				Check Total:	**153.66**				
MW OH	WELLS FARGO VENOR FIN V010076	JUNE NS COPIER LEASE PMT	109595-6175 Office Equipment Rental	AP061821	188.36	5015334927		00108233	06/18/2021
				Check Total:	**188.36**				
MW OH	CALIFORNIA STATE V004813	PE 06/12/21 PD 06/18/21	0010-2196 Garnishments W/H	PY21012	1,469.99	2700/2101012		00108234	06/23/2021
MW OH	CALIFORNIA STATE V004813	PE 06/12/21 PD 06/18/21	0029-2196 Garnishments W/H	PY21012	9.23	2700/2101012		00108234	06/23/2021

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MW OH	CALIFORNIA STATE V004813	PE 06/12/21 PD 06/18/21	0048-2196 Garnishments W/H	PY21012	46.15	2700/2101012		00108234	06/23/2021
MW OH	CALIFORNIA STATE V004813	PE 06/12/21 PD 06/18/21	0037-2196 Garnishments W/H	PY21012	69.23	2700/2101012		00108234	06/23/2021
				Check Total:	**1,594.60**				
MW OH	FRANCHISE TAX BOARD V000404	PE 06/12/21 PD 06/18/21	0010-2196 Garnishments W/H	PY21012	1,024.36	2710/2101012		00108235	06/23/2021
				Check Total:	**1,024.36**				
MW OH	ORANGE COUNTY V000699	PE 06/12/21 PD 06/18/21	0029-2176 PCEA/OCEA Assoc Dues	PY21012	6.44	2610/2101012		00108236	06/23/2021
MW OH	ORANGE COUNTY V000699	PE 06/12/21 PD 06/18/21	0037-2176 PCEA/OCEA Assoc Dues	PY21012	1.63	2610/2101012		00108236	06/23/2021
MW OH	ORANGE COUNTY V000699	PE 06/12/21 PD 06/18/21	0010-2176 PCEA/OCEA Assoc Dues	PY21012	427.40	2610/2101012		00108236	06/23/2021
MW OH	ORANGE COUNTY V000699	PE 06/12/21 PD 06/18/21	0048-2176 PCEA/OCEA Assoc Dues	PY21012	14.46	2610/2101012		00108236	06/23/2021
MW OH	ORANGE COUNTY V000699	PE 06/12/21 PD 06/18/21	0054-2176 PCEA/OCEA Assoc Dues	PY21012	2.21	2610/2101012		00108236	06/23/2021
				Check Total:	**452.14**				
MW OH	PCEA C/O NORTH ORANGE CO V000679	PE 06/12/21 PD 06/18/21	0029-2176 PCEA/OCEA Assoc Dues	PY21012	0.67	2615/2101012		00108237	06/23/2021
MW OH	PCEA C/O NORTH ORANGE CO V000679	PE 06/12/21 PD 06/18/21	0010-2176 PCEA/OCEA Assoc Dues	PY21012	44.42	2615/2101012		00108237	06/23/2021
MW OH	PCEA C/O NORTH ORANGE CO V000679	PE 06/12/21 PD 06/18/21	0037-2176 PCEA/OCEA Assoc Dues	PY21012	0.17	2615/2101012		00108237	06/23/2021
MW OH	PCEA C/O NORTH ORANGE CO V000679	PE 06/12/21 PD 06/18/21	0054-2176 PCEA/OCEA Assoc Dues	PY21012	0.23	2615/2101012		00108237	06/23/2021
MW OH	PCEA C/O NORTH ORANGE CO V000679	PE 06/12/21 PD 06/18/21	0048-2176 PCEA/OCEA Assoc Dues	PY21012	1.51	2615/2101012		00108237	06/23/2021

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				Check Total:	**47.00**				
MW OH	VANTAGEPOINT TRANSFER V007191	PE 06/12/21 PD 06/18/21	0076-2170 Deferred Comp Payable - ICMA	PY21012	0.89	2606/2101012		00108238	06/23/2021
MW OH	VANTAGEPOINT TRANSFER V007191	PE 06/12/21 PD 06/18/21	0048-2170 Deferred Comp Payable - ICMA	PY21012	111.87	2606/2101012		00108238	06/23/2021
MW OH	VANTAGEPOINT TRANSFER V007191	PE 06/12/21 PD 06/18/21	0029-2170 Deferred Comp Payable - ICMA	PY21012	200.33	2606/2101012		00108238	06/23/2021
MW OH	VANTAGEPOINT TRANSFER V007191	PE 06/12/21 PD 06/18/21	0010-2170 Deferred Comp Payable - ICMA	PY21012	1,642.89	2606/2101012		00108238	06/23/2021
MW OH	VANTAGEPOINT TRANSFER V007191	PE 06/12/21 PD 06/18/21	0037-2170 Deferred Comp Payable - ICMA	PY21012	30.25	2606/2101012		00108238	06/23/2021
MW OH	VANTAGEPOINT TRANSFER V007191	PE 06/12/21 PD 06/18/21	0054-2170 Deferred Comp Payable - ICMA	PY21012	8.45	2606/2101012		00108238	06/23/2021
MW OH	VANTAGEPOINT TRANSFER V007191	PE 06/12/21 PD 06/18/21	0054-2170 Deferred Comp Payable - ICMA	PY21012	9.89	2608/2101012		00108238	06/23/2021
MW OH	VANTAGEPOINT TRANSFER V007191	PE 06/12/21 PD 06/18/21	0037-2170 Deferred Comp Payable - ICMA	PY21012	13.84	2608/2101012		00108238	06/23/2021
MW OH	VANTAGEPOINT TRANSFER V007191	PE 06/12/21 PD 06/18/21	0010-2170 Deferred Comp Payable - ICMA	PY21012	1,160.62	2608/2101012		00108238	06/23/2021
MW OH	VANTAGEPOINT TRANSFER V007191	PE 06/12/21 PD 06/18/21	0048-2170 Deferred Comp Payable - ICMA	PY21012	9.89	2608/2101012		00108238	06/23/2021
MW OH	VANTAGEPOINT TRANSFER V007191	PE 06/12/21 PD 06/18/21	0048-2170 Deferred Comp Payable - ICMA	PY21012	6.96	2609/2101012		00108238	06/23/2021
MW OH	VANTAGEPOINT TRANSFER V007191	PE 06/12/21 PD 06/18/21	0010-2170 Deferred Comp Payable - ICMA	PY21012	118.83	2609/2101012		00108238	06/23/2021
MW OH	VANTAGEPOINT TRANSFER V007191	PE 06/12/21 PD 06/18/21	0037-2170 Deferred Comp Payable - ICMA	PY21012	9.74	2609/2101012		00108238	06/23/2021
MW OH	VANTAGEPOINT TRANSFER V007191	PE 06/12/21 PD 06/18/21	0054-2170 Deferred Comp Payable - ICMA	PY21012	6.96	2609/2101012		00108238	06/23/2021
				Check Total:	**3,331.41**				

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MW OH	ADMINSURE V004980	MAY WORKERS COMP ADMIN SVS	404580-6025 Third Party Administration	AP062521	6,528.00	14269		00108239	06/25/2021
				Check Total:	**6,528.00**				
MW OH	ALL AMERICAN ASPHALT V000067	ROAD REHAB RETENTION PMT	791002-6185 Construction Services	AP062521	74,624.71	193179	P11765	00108240	06/25/2021
MW OH	ALL AMERICAN ASPHALT V000067	ROAD REHAB RETENTION PMT	791002-6185 Construction Services	AP062521	46,711.10	193179	P11765	00108240	06/25/2021
				Check Total:	**121,335.81**				
MW OH	AMERICAN OFFICE V009212	OFFICE FURNITURE	104070-6315 Office Supplies	AP062521	1,397.44	12775		00108241	06/25/2021
MW OH	AMERICAN OFFICE V009212	OFFICE FURNITURE	795107-6185 Construction Services	AP062521	2,620.87	12790B	P12035	00108241	06/25/2021
				Check Total:	**4,018.31**				
MW OH	ANAHEIM FULLERTON V006631	SWAT VEHICLE TOWING SVS	103047-6181 Towing Services	AP062521	450.00	214483		00108242	06/25/2021
				Check Total:	**450.00**				
MW OH	AT & T V008736	JUNE FD 2 INTERNET SVS	109595-6215 Telephone	AP062521	52.79	JUNE FD 2 2021		00108243	06/25/2021
				Check Total:	**52.79**				
MW OH	AT & T MOBILITY V008709	JUNE IPAD CHARGES	109595-6215 Telephone	AP062521	624.69	X06152021		00108244	06/25/2021
				Check Total:	**624.69**				
MW OH	AT&T V004144	MAY-JUNE PHONE CHARGES	109595-6215 Telephone	AP062521	324.18	062421		00108245	06/25/2021
MW OH	AT&T V004144	MAY-JUNE PHONE CHARGES	296561-6215 Telephone	AP062521	390.61	062421		00108245	06/25/2021
				Check Total:	**714.79**				
MW OH	AT&T V011041	JUNE CH INTERNET, VOICE	109595-6215 Telephone	AP062521	1,202.44	5927603606		00108246	06/25/2021

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				Check Total:	**1,202.44**				
MW OH	AXIS GENERAL V011183	MELROSE PUMP STN REPAIRS	103652-6099 Professional Services	AP062521	11,407.64	8004	P11770	00108247	06/25/2021
MW OH	AXIS GENERAL V011183	MELROSE PUMP STN REPAIRS	103652-6099 Professional Services	AP062521	7,952.36	8004	P11770	00108247	06/25/2021
				Check Total:	**19,360.00**				
MW OH	B & M LAWN & GARDEN V000127	HYDRAULIC OIL	103658-6301 Special Department Supplies	AP062521	183.16	506664		00108248	06/25/2021
				Check Total:	**183.16**				
MW OH	BROWN, SAM V011248	4/26-6/13 TUITION REIMBURSEME	109595-5150 Tuition Reimbursement	AP062521	1,057.50	SPRING 2021		00108249	06/25/2021
				Check Total:	**1,057.50**				
MW OH	BRYTON PRINTING INC V011194	PUBLIC NOTICE MAILING SVS	374386-6299 Other Purchased Services	AP062521	2,916.11	16113		00108250	06/25/2021
MW OH	BRYTON PRINTING INC V011194	PUBLIC NOTICE MAILING SVS	484356-6999 Other Expenditure	AP062521	3,319.72	16113		00108250	06/25/2021
				Check Total:	**6,235.83**				
MW OH	CAPTURE TECHNOLOGIES V004390	PHONE LINE RECORDING	103041-6136 Software Maintenance	AP062521	1,825.00	597901		00108251	06/25/2021
				Check Total:	**1,825.00**				
MW OH	CITY OF BREA V000125	BUSINESS CARDS	103650-6315 Office Supplies	AP062521	54.75	ASCS001654		00108252	06/25/2021
				Check Total:	**54.75**				
MW OH	CLEAR CHOICE LIEN SALES V005847	MAY LIEN SERVICES	103047-6182 Lien Services	AP062521	25.00	151 5/12/21		00108253	06/25/2021
MW OH	CLEAR CHOICE LIEN SALES V005847	MAY LIEN SERVICES	103047-6182 Lien Services	AP062521	75.00	158 5/20/21		00108253	06/25/2021
MW OH	CLEAR CHOICE LIEN SALES V005847	JUNE LIEN SERVICES	103047-6182 Lien Services	AP062521	100.00	167 6/3/21		00108253	06/25/2021

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MW OH	CLEAR CHOICE LIEN SALES V005847	JUNE LIEN SERVICES	103047-6182 Lien Services	AP062521	50.00	172 6/10/21		00108253	06/25/2021
MW OH	CLEAR CHOICE LIEN SALES V005847	APRIL LIEN SERVICES	103047-6182 Lien Services	AP062521	45.00	3807 4/30/21		00108253	06/25/2021
MW OH	CLEAR CHOICE LIEN SALES V005847	JUNE LIEN SERVICES	103047-6182 Lien Services	AP062521	15.00	6360 6/3/21		00108253	06/25/2021
MW OH	CLEAR CHOICE LIEN SALES V005847	JUNE CSUF PD LIEN SVS	103047-6182 Lien Services	AP062521	15.00	6360 6/3/21		00108253	06/25/2021
				Check Total:	**325.00**				
MW OH	COMLOCK V003166	KEYS	103654-6301 Special Department Supplies	AP062521	12.12	830357		00108254	06/25/2021
				Check Total:	**12.12**				
MW OH	COMMERCIAL COOLING V011976	WALK IN FREEZER	103043-6840 Machinery & Equipment	AP062521	14,983.23	213098	P12062	00108255	06/25/2021
				Check Total:	**14,983.23**				
MW OH	COUNTY OF ORANGE V008881	MAY OCATS SERVICES	103043-6099 Professional Services	AP062521	1,104.51	SH 59263	P11803	00108256	06/25/2021
				Check Total:	**1,104.51**				
MW OH	COURT-ORDERED DEBT V011967	P/E 6/12 PD 6/18	0010-2196 Garnishments W/H	AP062521	69.37	PD2101012		00108257	06/25/2021
				Check Total:	**69.37**				
MW OH	DATA TICKET INC. V006119	MAY CODE CITATION PROCESSING	102533-6290 Dept. Contract Services	AP062521	747.00	126188		00108258	06/25/2021
				Check Total:	**747.00**				
MW OH	DELL MARKETING L.P. V000301	ACROBAT PRO SUBSCRIPTION	101523-6136 Software Maintenance	AP062521	1,244.46	10481180568	P12010	00108259	06/25/2021
MW OH	DELL MARKETING L.P. V000301	CREATIVE CLOUD SUBSCRIPTION	101523-6136 Software Maintenance	AP062521	1,795.30	10481180568	P12010	00108259	06/25/2021
MW OH	DELL MARKETING L.P.	PHOTOSHOP SUBSCRIPTION	101523-6136	AP062521	1,144.23	10481180568	P12010	00108259	06/25/2021

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	V000301		Software Maintenance						
				Check Total:	**4,183.99**				
MW OH	DEROTIC EMERGENCY V011295	FIRE TRUCK REPAIR SVS	103066-6134 Vehicle Repair & Maintenance	AP062521	1,478.74	SO-1470		00108260	06/25/2021
MW OH	DEROTIC EMERGENCY V011295	FIRE TRUCK REPAIR SVS	103066-6134 Vehicle Repair & Maintenance	AP062521	330.00	SO-1488		00108260	06/25/2021
				Check Total:	**1,808.74**				
MW OH	DLW CONSULTING & V011427	6/17 FD BACKGROUND CHECK	103066-6290 Dept. Contract Services	AP062521	1,800.00	PFLS-2021-06	P11858	00108261	06/25/2021
				Check Total:	**1,800.00**				
MW OH	EMPIRE MEDIA V010651	MARCH MEDIA PRODUCTION SVS	581573-6099 Professional Services	AP062521	5,316.00	0201	P11896	00108262	06/25/2021
MW OH	EMPIRE MEDIA V010651	APRIL MEDIA PRODUCTION SVS	581573-6099 Professional Services	AP062521	3,920.25	0208	P11896	00108262	06/25/2021
				Check Total:	**9,236.25**				
MW OH	ENTERPRISE FLEET V003312	JUNE PD VEHICLE LEASE PMT	103042-6165 / 50070-6165 Vehicle Rental	AP062521	4,783.50	FBN4231112	P11818	00108263	06/25/2021
MW OH	ENTERPRISE FLEET V003312	JUNE CHIEF'S VEHICLE LEASE PMT	798105-6165 Vehicle Rental	AP062521	688.29	FBN4231112	P11818	00108263	06/25/2021
				Check Total:	**5,471.79**				
MW OH	FAIRWAY FORD V000376	SENSOR	103658-6134 Vehicle Repair & Maintenance	AP062521	63.22	263569	P11854	00108264	06/25/2021
				Check Total:	**63.22**				
MW OH	FIS V008518	MAY B/L INTERCHANGE FEES	102020-6025 Third Party Administration	AP062521	405.12	34599729		00108265	06/25/2021
				Check Total:	**405.12**				
MW OH	FM THOMAS AIR V010634	PW YARD A/C REPAIRS	103654-6290 Dept. Contract Services	AP062521	120.00	42527		00108266	06/25/2021
				Check Total:	**120.00**				

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MW OH	GARCIA, GREGORIA V011982	DEMO BOND REFUND	0044-2033 Construction & Demo Deposit	AP062521	100.00	30-21-058		00108267	06/25/2021
				Check Total:	**100.00**				
MW OH	GLASBY MAINT. SUPPLY CO V000445	JANITORIAL SUPPLIES	103654-6130 Repair & Maint/Facilities	AP062521	1,312.27	316206A		00108268	06/25/2021
				Check Total:	**1,312.27**				
MW OH	GOLDEN STATE WATER V000928	APRIL-JUNE WATER CHARGES	109595-6335 / 21010-6335 Water	AP062521	935.32	061521		00108269	06/25/2021
MW OH	GOLDEN STATE WATER V000928	APRIL-JUNE WATER CHARGES	109595-6335 Water	AP062521	16,898.82	061521		00108269	06/25/2021
				Check Total:	**17,834.14**				
MW OH	HEALTHPOINTE MEDICAL V010713	MAY PRE EMPLOYMENT EXAMS	101512-6099 Professional Services	AP062521	3,861.00	30601-3533538		00108270	06/25/2021
				Check Total:	**3,861.00**				
MW OH	HI-WAY SAFETY RENTALS V000459	STREET SIGNS	103652-6310 Street Signs	AP062521	5,037.24	116699	P12036	00108271	06/25/2021
				Check Total:	**5,037.24**				
MW OH	HIRSCH PIPE AND SUPPLY V004494	SIDE MOUNT SENSOR	103654-6130 Repair & Maint/Facilities	AP062521	231.12	7675072		00108272	06/25/2021
				Check Total:	**231.12**				
MW OH	ICMA RETIREMENT TRUST V010029	ICMA P/E 6/12 PD 6/18	0037-2170 Deferred Comp Payable - ICMA	AP062521	75.00	PR2101012		00108273	06/25/2021
MW OH	ICMA RETIREMENT TRUST V010029	ICMA P/E 6/12 PD 6/18	0029-2170 Deferred Comp Payable - ICMA	AP062521	10.00	PR2101012		00108273	06/25/2021
MW OH	ICMA RETIREMENT TRUST V010029	ICMA P/E 6/12 PD 6/18	0048-2170 Deferred Comp Payable - ICMA	AP062521	50.00	PR2101012		00108273	06/25/2021
MW OH	ICMA RETIREMENT TRUST V010029	ICMA P/E 6/12 PD 6/18	0010-2170 Deferred Comp Payable - ICMA	AP062521	3,045.24	PR2101012		00108273	06/25/2021
MW OH	ICMA RETIREMENT TRUST	ICMA P/E 6/12 PD 6/18	0054-2170	AP062521	54.43	PR2101012		00108273	06/25/2021

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	V010029		Deferred Comp Payable - ICMA						
MW OH	ICMA RETIREMENT TRUST V010029	ICMA-401 P/E 6/12 PD 6/18	0010-2170 Deferred Comp Payable - ICMA	AP062521	7,235.92	PR2101012A		00108273	06/25/2021
				Check Total:	**10,470.59**				
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 6/12 PD 6/18	0010-2131 Employer PARS/ARS Payable	AP062521	567.74	PR2101012		00108274	06/25/2021
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 6/12 PD 6/18	0037-2131 Employer PARS/ARS Payable	AP062521	221.67	PR2101012		00108274	06/25/2021
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 6/12 PD 6/18	0048-2131 Employer PARS/ARS Payable	AP062521	48.35	PR2101012		00108274	06/25/2021
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 6/12 PD 6/18	0054-2131 Employer PARS/ARS Payable	AP062521	24.08	PR2101012		00108274	06/25/2021
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 6/12 PD 6/18	0048-2131 Employer PARS/ARS Payable	AP062521	114.28	PR2101012		00108274	06/25/2021
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 6/12 PD 6/18	0054-2131 Employer PARS/ARS Payable	AP062521	28.61	PR2101012		00108274	06/25/2021
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 6/12 PD 6/18	0029-2131 Employer PARS/ARS Payable	AP062521	20.52	PR2101012		00108274	06/25/2021
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 6/12 PD 6/18	0010-2131 Employer PARS/ARS Payable	AP062521	825.92	PR2101012		00108274	06/25/2021
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 6/12 PD 6/18	0010-2131 Employer PARS/ARS Payable	AP062521	1,104.62	PR2101012		00108274	06/25/2021
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 6/12 PD 6/18	0037-2131 Employer PARS/ARS Payable	AP062521	67.69	PR2101012		00108274	06/25/2021
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 6/12 PD 6/18	0054-2131 Employer PARS/ARS Payable	AP062521	48.35	PR2101012		00108274	06/25/2021
				Check Total:	**3,071.83**				
MW OH	JONES & MAYER V009822	MAY LITIGATION SERVICES	101005-6006 Litigation	AP062521	1,206.55	103851		00108275	06/25/2021
MW OH	JONES & MAYER	MAY LEGAL SERVICES	101005-6005	AP062521	1,585.39	103852		00108275	06/25/2021

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	V009822		Legal Services						
MW OH	JONES & MAYER V009822	MAY LEGAL SERVICES	101005-6005 / 50500-6005 Legal Services	AP062521	1,369.41	103854		00108275	06/25/2021
MW OH	JONES & MAYER V009822	MAY LEGAL SERVICES	101005-6005 Legal Services	AP062521	41.50	103857		00108275	06/25/2021
MW OH	JONES & MAYER V009822	MAY LITIGATION SERVICES	101005-6006 Litigation	AP062521	22.34	103859		00108275	06/25/2021
MW OH	JONES & MAYER V009822	MAY LEGAL SERVICES	101005-6005 Legal Services	AP062521	26.43	103861		00108275	06/25/2021
MW OH	JONES & MAYER V009822	MAY LEGAL SERVICES	101005-6005 Legal Services	AP062521	1,659.84	103862		00108275	06/25/2021
MW OH	JONES & MAYER V009822	MAY LEGAL SERVICES	101005-6005 Legal Services	AP062521	5,954.69	103864		00108275	06/25/2021
MW OH	JONES & MAYER V009822	MAY LEGAL RETAINER	101005-6005 Legal Services	AP062521	37,548.03	103997		00108275	06/25/2021
MW OH	JONES & MAYER V009822	OCT LEGAL SERVICES	101005-6005 Legal Services	AP062521	7,759.76	89448		00108275	06/25/2021
MW OH	JONES & MAYER V009822	MAY LITIGATION SERVICES	101005-6006 Litigation	AP062521	156.41	97506		00108275	06/25/2021
				Check Total:	**57,330.35**				
MW OH	KOA CORPORATION V006654	MAY ENGINEERING DESIGN SVS	181101-6185 Construction Services	AP062521	21,257.64	JC3080-07	P11911	00108276	06/25/2021
				Check Total:	**21,257.64**				
MW OH	KOA HILLS CONSULTING LL V011519	6/8-16 CONSULTING SVS	796103-6840 Machinery & Equipment	AP062521	525.00	8132	P11793	00108277	06/25/2021
				Check Total:	**525.00**				
MW OH	LEGAL SHIELD V008104	MAY LEGAL SERVICES	0048-2192 Police Legal Services	AP062521	8.97	MAY 21		00108278	06/25/2021
MW OH	LEGAL SHIELD	MAY LEGAL SERVICES	0010-2192	AP062521	50.31	MAY 21		00108278	06/25/2021

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	V008104		Police Legal Services						
MW OH	LEGAL SHIELD V008104	MAY LEGAL SERVICES	0048-2192 Police Legal Services	AP062521	8.97	MAY 21		00108278	06/25/2021
MW OH	LEGAL SHIELD V008104	MAY LEGAL SERVICES	0010-2192 Police Legal Services	AP062521	50.30	MAY 21		00108278	06/25/2021
				Check Total:	**118.55**				
MW OH	LUCKY SULLY CHIMNEY V011984	CHIMNEY INSPECTION SVS	102533-6290 Dept. Contract Services	AP062521	275.00	26808378-1		00108279	06/25/2021
				Check Total:	**275.00**				
MW OH	MARTIN, ARMANDO V011735	MAY ANIMAL REMOVAL SVS	103045-6280 Animal Control Services	AP062521	600.00	0000940	P11976	00108280	06/25/2021
				Check Total:	**600.00**				
MW OH	MARTINEZ, AUSTIN V004930	PD TRAINING MEALS, MILEAGE	213041-6250 Staff Training	AP062521	193.28	AM6010421M		00108281	06/25/2021
				Check Total:	**193.28**				
MW OH	MENDOZA, JESUS V001427	DEMO BOND REFUND	0044-2033 Construction & Demo Deposit	AP062521	100.00	30-21-074		00108282	06/25/2021
				Check Total:	**100.00**				
MW OH	MINUTEMAN V007449	ORANGE CRATE PRINTS	104070-6230 Printing & Binding	AP062521	1,885.73	37122		00108283	06/25/2021
				Check Total:	**1,885.73**				
MW OH	OCFCA V011983	OCFCA MEMBERSHIP	103065-6255 Dues & Memberships	AP062521	140.00	FY 21/22		00108284	06/25/2021
				Check Total:	**140.00**				
MW OH	OH, SAM V011981	ADMIN CITATION REFUND	100000-4411 Administrative Citations	AP062521	200.00	CE 21-79		00108285	06/25/2021
				Check Total:	**200.00**				
MW OH	ORANGE COUNTY V007306	4TH QTR ANIMAL SHELTER CONST	103045-6130 Repair & Maint/Facilities	AP062521	15,705.21	AC2190086	P11880	00108286	06/25/2021

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				Check Total:	**15,705.21**				
MW OH	PARS V006999	APRIL PARS REP FEES	395083-6025 Third Party Administration	AP062521	400.00	48230		00108287	06/25/2021
MW OH	PARS V006999	APRIL PARS ARS FEES	395083-6025 Third Party Administration	AP062521	791.21	48280		00108287	06/25/2021
				Check Total:	**1,191.21**				
MW OH	PATH V011455	JUNE NAV CTR MGMT SVS	784070-6290 Dept. Contract Services	AP062521	133,333.00	800-JUNE 21	P11750	00108288	06/25/2021
				Check Total:	**133,333.00**				
MW OH	PEST OPTIONS INC V010037	GOPHER REMOVAL SVS	103655-6130 Repair & Maint/Facilities	AP062521	105.00	367430		00108289	06/25/2021
				Check Total:	**105.00**				
MW OH	POWERSTRIDE BATTERY CO V000785	BATTERY	103658-6134 Vehicle Repair & Maintenance	AP062521	104.86	C 554633		00108290	06/25/2021
				Check Total:	**104.86**				
MW OH	SO CAL GAS V000909	MAY-JUNE GAS CHARGES	109595-6340 Natural Gas	AP062521	1,075.79	062421		00108291	06/25/2021
				Check Total:	**1,075.79**				
MW OH	SOUTHERN CALIFORNIA V000910	MAY-JUNE ELECTRICAL CHARGES	296561-6330 Electricity	AP062521	1,101.11	061421		00108292	06/25/2021
MW OH	SOUTHERN CALIFORNIA V000910	MAY-JUNE ELECTRICAL CHARGES	109595-6330 Electricity	AP062521	3,939.27	061421		00108292	06/25/2021
MW OH	SOUTHERN CALIFORNIA V000910	MAY-JUNE ELECTRICAL CHARGES	109595-6330 / 21011-6330 Electricity	AP062521	127.78	061421		00108292	06/25/2021
				Check Total:	**5,168.16**				
MW OH	SUPERION LLC V005987	FINANCE SOFTWARE FEES	101523-6136 Software Maintenance	AP062521	16,337.77	296242	P11792	00108293	06/25/2021
				Check Total:	**16,337.77**				
MW OH	TIME WARNER CABLE	JUNE BACKS BLDG INTERNET	109595-6215	AP062521	269.97	0629685061221		00108294	06/25/2021

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	V004450		Telephone						
				Check Total:	**269.97**				
MW OH	TRAFFIC MANAGEMENT V008463	PAVEMENT MARKERS	103652-6310 Street Signs	AP062521	17.24	746532		00108295	06/25/2021
				Check Total:	**17.24**				
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 6/12 PD 6/18	0050-2131 Employer PARS/ARS Payable	AP062521	4.18	PR2101012		00108296	06/25/2021
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 6/12 PD 6/18	0050-2126 Employee PARS/ARS W/H	AP062521	4.18	PR2101012		00108296	06/25/2021
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 6/12 PD 6/18	0037-2131 Employer PARS/ARS Payable	AP062521	2.51	PR2101012		00108296	06/25/2021
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 6/12 PD 6/18	0037-2126 Employee PARS/ARS W/H	AP062521	2.51	PR2101012		00108296	06/25/2021
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 6/12 PD 6/18	0010-2131 Employer PARS/ARS Payable	AP062521	1,515.09	PR2101012		00108296	06/25/2021
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 6/12 PD 6/18	0010-2126 Employee PARS/ARS W/H	AP062521	1,515.09	PR2101012		00108296	06/25/2021
				Check Total:	**3,043.56**				
MW OH	WELLS FARGO VENOR FIN V010076	JUNE FD PRINTER LEASE	109595-6175 Office Equipment Rental	AP062521	255.57	5015480405		00108297	06/25/2021
MW OH	WELLS FARGO VENOR FIN V010076	JUNE FD PRINTER LEASE	109595-6175 Office Equipment Rental	AP062521	70.69	5015480406		00108297	06/25/2021
				Check Total:	**326.26**				
MW OH	WILLDAN FINANCIAL V005723	COP ARBITRAGE REBATE SVS	102020-6099 Professional Services	AP062521	162.24	010-47793		00108298	06/25/2021
MW OH	WILLDAN FINANCIAL V005723	COP ARBITRAGE REBATE SVS	547525-6099 Professional Services	AP062521	1,137.76	010-47793		00108298	06/25/2021
				Check Total:	**1,300.00**				
MW OH	YORBA LINDA WATER	APRIL-MAY WATER CHARGES	109595-6335	AP062521	276.66	062421		00108299	06/25/2021

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V001148		Water						
				Check Total:	**276.66**				
MW OH	ALL CITY MANAGEMENT V000005	5/16-29 CROSSING GUARD SVS	103047-6290 Dept. Contract Services	AP063021	376.51	70811	P11942	00108300	06/30/2021
MW OH	ALL CITY MANAGEMENT V000005	5/16-29 CROSSING GUARD	103047-6290 Dept. Contract Services	AP063021	2,648.33	70811	P11942	00108300	06/30/2021
				Check Total:	**3,024.84**				
MW OH	AT & T V008736	JUNE SPORTS COMPLEX INTERNET	296561-6215 Telephone	AP063021	52.79	JUNE LMD 21		00108301	06/30/2021
MW OH	AT & T V008736	JUNE KOCH PARK INTERNET	109595-6215 Telephone	AP063021	52.79	KP JUNE 2021		00108301	06/30/2021
				Check Total:	**105.58**				
MW OH	AT&T MOBILITY V011025	5/11-6/10 PW FIRSTNET SVS	109595-6215 Telephone	AP063021	1,240.81	18043096		00108302	06/30/2021
MW OH	AT&T MOBILITY V011025	5/14-6/13 PD FIRSTNET SVS	109595-6215 Telephone	AP063021	4,386.72	18049223		00108302	06/30/2021
				Check Total:	**5,627.53**				
MW OH	B & M LAWN & GARDEN V000127	CHAINSAW BELT	103066-6137 Repair Maint/Equipment	AP063021	48.48	508369		00108303	06/30/2021
MW OH	B & M LAWN & GARDEN V000127	CHAINSAW CHAINS	103066-6137 Repair Maint/Equipment	AP063021	1,010.22	508370		00108303	06/30/2021
				Check Total:	**1,058.70**				
MW OH	BEAR ELECTRICAL V010997	MAY RESPONSE SIGNAL MAINT	103590-6099 Professional Services	AP063021	1,461.75	13045	P11754	00108304	06/30/2021
MW OH	BEAR ELECTRICAL V010997	MAY ROUTINE SIGNAL MAINT	103590-6099 Professional Services	AP063021	2,745.97	13046	P11754	00108304	06/30/2021
MW OH	BEAR ELECTRICAL V010997	MAY ROUTINE SIGNAL MAINT	103590-6099 / 21009-6099 Professional Services	AP063021	219.38	13046	P11754	00108304	06/30/2021
MW OH	BEAR ELECTRICAL	MAY ROUTINE SIGNAL MAINT	103590-6099 / 21010-6099	AP063021	108.00	13046	P11754	00108304	06/30/2021

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010997		Professional Services						
MW OH	BEAR ELECTRICAL V010997	MAY ROUTINE SIGNAL MAINT	103590-6099 / 21011-6099 Professional Services	AP063021	75.00	13046	P11754	00108304	06/30/2021
MW OH	BEAR ELECTRICAL V010997	MAY ROUTINE SIGNAL MAINT	103590-6099 / 21012-6099 Professional Services	AP063021	16.65	13046	P11754	00108304	06/30/2021
				Check Total:	**4,626.75**				
MW OH	BIGGS CARDOSA V010461	MAY ENGINEERING SVS	331801-6185 Construction Services	AP063021	339.68	81606	P11852	00108305	06/30/2021
				Check Total:	**339.68**				
MW OH	BOB HALL AND ASSOCIATES V011422	FIRE RECRUITMENT SVS	101512-6001 Management Consulting Servics	AP063021	6,600.00	1041	P11978	00108306	06/30/2021
				Check Total:	**6,600.00**				
MW OH	CANON FINANCIAL SERVICES V008979	JUNE COPIER LEASE PMT	109595-6175 Office Equipment Rental	AP063021	232.69	26909841		00108307	06/30/2021
MW OH	CANON FINANCIAL SERVICES V008979	MARCH-MAY COPIER USAGE	109595-6175 Office Equipment Rental	AP063021	3,386.32	26909842		00108307	06/30/2021
				Check Total:	**3,619.01**				
MW OH	CBE V008124	5/20-6/19 COPIER OVERAGES	109595-6175 Office Equipment Rental	AP063021	77.07	IN2393438		00108308	06/30/2021
				Check Total:	**77.07**				
MW OH	CITY OF ANAHEIM V010186	5/14-6/15 ELECTRICAL FEES	109595-6330 Electricity	AP063021	67.87	05182021		00108309	06/30/2021
				Check Total:	**67.87**				
MW OH	COUNTY OF ORANGE V008881	BOOKING & PROPERTY FORMS	103040-6290 Dept. Contract Services	AP063021	81.30	SH 59301		00108310	06/30/2021
MW OH	COUNTY OF ORANGE V008881	JUNE OCATS SERVICES	103043-6099 Professional Services	AP063021	1,104.51	SH 59396	P11803	00108310	06/30/2021
				Check Total:	**1,185.81**				
MW OH	DEPARTMENT OF JUSTICE	MAY LIVESCAN PROCESSING	0044-2053	AP063021	64.00	514006		00108311	06/30/2021

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000213		DOJ Livescan						
MW OH	DEPARTMENT OF JUSTICE V000213	MAY LIVESCAN PROCESSING	101512-6099 Professional Services	AP063021	352.00	514006		00108311	06/30/2021
MW OH	DEPARTMENT OF JUSTICE V000213	MAY LIVESCAN PROCESSING	0044-2054 FBI Livescan	AP063021	17.00	514006		00108311	06/30/2021
				Check Total:	**433.00**				
MW OH	DUDEK & ASSOCIATES INC V004114	MARCH SEWER ANALYSIS STUDY	109595-6099 Professional Services	AP063021	3,197.50	202102241	P12015	00108312	06/30/2021
				Check Total:	**3,197.50**				
MW OH	FAIRWAY FORD V000376	BRAKE KIT	103658-6134 Vehicle Repair & Maintenance	AP063021	139.78	263737	P11854	00108313	06/30/2021
				Check Total:	**139.78**				
MW OH	FIREFIGHTERS SAFETY V011346	FD UNIFORMS	103066-6360 Uniforms	AP063021	2,437.80	28484	P11829	00108314	06/30/2021
MW OH	FIREFIGHTERS SAFETY V011346	FD UNIFORM - NAVARRO	103066-6360 Uniforms	AP063021	293.43	28485	P11829	00108314	06/30/2021
				Check Total:	**2,731.23**				
MW OH	FM THOMAS AIR V010634	REPLACE FUSE PROVIDER	103654-6290 Dept. Contract Services	AP063021	1,797.03	42543		00108315	06/30/2021
MW OH	FM THOMAS AIR V010634	BACKS BLDG A/C REPAIRS	103654-6290 Dept. Contract Services	AP063021	2,588.24	42544		00108315	06/30/2021
				Check Total:	**4,385.27**				
MW OH	FUJITEC AMERICA INC V006496	ELEVATOR REPAIRS	103654-6290 Dept. Contract Services	AP063021	1,660.00	LAI0000181		00108316	06/30/2021
				Check Total:	**1,660.00**				
MW OH	GRANICUS INC. V007659	4TH QUARTER SERVICES	581573-6136 Software Maintenance	AP063021	3,327.15	140535	P11808	00108317	06/30/2021
MW OH	GRANICUS INC. V007659	4TH QUARTER SERVICES	101523-6136 Software Maintenance	AP063021	4,590.15	140535	P11808	00108317	06/30/2021

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	**7,917.30**				
MW OH	HF&H CONSULTANTS LLC V010575	MAY SB 1383 CONSULTING SVS	374386-6099 Professional Services	AP063021	2,106.50	9717297	P11907	00108318	06/30/2021
				Check Total:	**2,106.50**				
MW OH	INTERNATIONAL V011100	IACP MEMBERSHIP - GLOE	103041-6255 Dues & Memberships	AP063021	190.00	0132457		00108319	06/30/2021
				Check Total:	**190.00**				
MW OH	LEMUS, FREDDY V010586	PD TRAINING MEALS, MILEAGE	103041-6250 Staff Training	AP063021	76.96	FL5172121MMA		00108320	06/30/2021
MW OH	LEMUS, FREDDY V010586	PD TRAINING MEALS, MILEAGE	213041-6250 Staff Training	AP063021	67.70	FL52621MMA		00108320	06/30/2021
				Check Total:	**144.66**				
MW OH	LENYI, DARIN V010245	TOLL ROAD REIMBURSEMENT	103040-6301 Special Department Supplies	AP063021	13.32	DL062021		00108321	06/30/2021
				Check Total:	**13.32**				
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS	763041-6360 Uniforms	AP063021	173.95	INV483534		00108322	06/30/2021
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS	103041-6360 Uniforms	AP063021	222.94	INV497095		00108322	06/30/2021
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS	103040-6360 Uniforms	AP063021	72.13	INV498226		00108322	06/30/2021
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS	103043-6360 Uniforms	AP063021	138.70	INV498683		00108322	06/30/2021
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS	103040-6360 Uniforms	AP063021	113.15	INV498763		00108322	06/30/2021
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS	103041-6360 Uniforms	AP063021	56.86	INV499296		00108322	06/30/2021
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS	103041-6360 Uniforms	AP063021	78.28	INV499531		00108322	06/30/2021

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS	103040-6360 Uniforms	AP063021	136.33	INV500233		00108322	06/30/2021
				Check Total:	**992.34**				
MW OH	MARTIN, JOSHUA V011745	FD TRAINING REIMBURSEMENT	103066-6250 Staff Training	AP063021	288.00	06092021		00108323	06/30/2021
				Check Total:	**288.00**				
MW OH	MC FADDEN-DALE V000635	SOLDER SUPPLIES	103658-6301 Special Department Supplies	AP063021	20.80	448868/5		00108324	06/30/2021
MW OH	MC FADDEN-DALE V000635	FACILITY REPAIR SUPPLIES	103654-6301 Special Department Supplies	AP063021	92.56	449052/5		00108324	06/30/2021
				Check Total:	**113.36**				
MW OH	MINUTEMAN V007449	ORANGE CRATE LABEL PICTURES	104070-6230 Printing & Binding	AP063021	102.44	37182		00108325	06/30/2021
				Check Total:	**102.44**				
MW OH	MUNICIPAL EMERGENCY V011423	FD TURNOUTS	103066-6361 Personal Protection Equipment	AP063021	10,378.10	IN1584757	P11822	00108326	06/30/2021
MW OH	MUNICIPAL EMERGENCY V011423	FD TURNOUTS	103066-6361 Personal Protection Equipment	AP063021	5,189.05	IN1584761	P11822	00108326	06/30/2021
				Check Total:	**15,567.15**				
MW OH	NICHOLS CONSULTING V009681	SB90 PROCESSING SVS	103040-6290 Dept. Contract Services	AP063021	2,200.00	2021-9830101-01		00108327	06/30/2021
				Check Total:	**2,200.00**				
MW OH	NV5 INC V011256	DEC SLURRY SEAL SVS	791002-6185 Construction Services	AP063021	4,240.00	197104	P11875	00108328	06/30/2021
MW OH	NV5 INC V011256	DEC SLURRY SEAL SVS	791002-6185 Construction Services	AP063021	3,760.00	197104	P11875	00108328	06/30/2021
				Check Total:	**8,000.00**				
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	102532-6315 Office Supplies	AP063021	54.09	68314		00108329	06/30/2021

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	OFFICE INDUSTRIES V007477	PAPER	109595-6315 Office Supplies	AP063021	203.91	68317		00108329	06/30/2021
				Check Total:	**258.00**				
MW OH	ORIGINAL WATERMEN V006320	AQUATIC UNIFORMS	104071-6360 Uniforms	AP063021	2,935.03	S72493		00108330	06/30/2021
				Check Total:	**2,935.03**				
MW OH	PARKHOUSE TIRE INC V004472	TIRES	103658-6134 Vehicle Repair & Maintenance	AP063021	1,108.07	1020242046		00108331	06/30/2021
				Check Total:	**1,108.07**				
MW OH	PERIMETER PROTECTION V011153	SECURITY MONITORING - GOMEZ	104071-6099 Professional Services	AP063021	660.00	GOMEZ-1Q 21	P12072	00108332	06/30/2021
MW OH	PERIMETER PROTECTION V011153	SECURITY MONITORING - GOMEZ	104071-6099 Professional Services	AP063021	660.00	GOMEZ-2Q 21	P12072	00108332	06/30/2021
MW OH	PERIMETER PROTECTION V011153	SECURITY MONITORING - NAV CTR	784070-6290 Dept. Contract Services	AP063021	285.00	NAV-1Q 21	P12072	00108332	06/30/2021
MW OH	PERIMETER PROTECTION V011153	SECURITY MONITORING - NAV CTR	784070-6290 Dept. Contract Services	AP063021	285.00	NAV-2Q 21	P12072	00108332	06/30/2021
MW OH	PERIMETER PROTECTION V011153	SECURITY MONITORING - TEEN CTR	104071-6099 Professional Services	AP063021	810.00	TEEN-1Q 21	P12072	00108332	06/30/2021
MW OH	PERIMETER PROTECTION V011153	SECURITY MONITORING - TEEN	104071-6099 Professional Services	AP063021	810.00	TEEN-2Q 21	P12072	00108332	06/30/2021
				Check Total:	**3,510.00**				
MW OH	PREMIER AMBULANCE V011985	BUSINESS LICENSE REFUND	100000-4101 Gross Receipts	AP063021	126.00	062421		00108333	06/30/2021
MW OH	PREMIER AMBULANCE V011985	BUSINESS LICENSE REFUND	0044-2032 SB 1186 BL State Fee	AP063021	4.00	062421		00108333	06/30/2021
				Check Total:	**130.00**				
MW OH	PSYCHOLOGICAL V009259	5/25 PRE EMPLOYMENT EXAM	101512-6099 Professional Services	AP063021	400.00	525272		00108334	06/30/2021

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	**400.00**				
MW OH	QUADIENT FINANCE USA INC V011439	POSTAGE MACHINE FUNDS	109595-6325 Postage	AP063021	5,355.78	061721		00108335	06/30/2021
				Check Total:	**5,355.78**				
MW OH	RBI TRAFFIC INC V010707	MAY SIFI TRAFFIC PLAN CHECK SV	103590-6290 Dept. Contract Services	AP063021	3,637.50	2848	P11941	00108336	06/30/2021
				Check Total:	**3,637.50**				
MW OH	ROESTI, CODY V011652	EMT CERT REIMBURSEMENT	103066-6250 Staff Training	AP063021	125.50	051221		00108337	06/30/2021
				Check Total:	**125.50**				
MW OH	SELMAN CHEVROLET V009997	SPARK REPAIRS & PARTS	103658-6134 Vehicle Repair & Maintenance	AP063021	191.88	CVCS871848		00108338	06/30/2021
				Check Total:	**191.88**				
MW OH	SHRED-IT USA V000905	MAY-JUNE DOC SHRED SVS	374386-6299 Other Purchased Services	AP063021	396.82	8182178454		00108339	06/30/2021
				Check Total:	**396.82**				
MW OH	SO CAL LAND MAINTENANCE V011102	JUNE PARK MAINT SVS	103655-6115 Landscaping	AP063021	22,968.91	9603	P11748	00108340	06/30/2021
MW OH	SO CAL LAND MAINTENANCE V011102	EXTRA PARK MAINT SVS	104071-6130 Repair & Maint/Facilities	AP063021	1,265.56	9611	P11748	00108340	06/30/2021
				Check Total:	**24,234.47**				
MW OH	SOUTH COAST AQMD V001190	GENERATOR PERMIT	103654-6257 Licenses & Permits	AP063021	440.15	3827022		00108341	06/30/2021
MW OH	SOUTH COAST AQMD V001190	EMISSIONS FEES	103654-6257 Licenses & Permits	AP063021	142.59	3829309		00108341	06/30/2021
				Check Total:	**582.74**				
MW OH	SPARKLETTS V000967	JUNE DISPATCH FILTER SVS	109595-6301 Special Department Supplies	AP063021	53.98	20765979 061221		00108342	06/30/2021
				Check Total:	**53.98**				

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	THE PM GROUP V011358	QUARTERLY DESIGN SVS	104071-6099 Professional Services	AP063021	1,800.00	21-3576	P12067	00108343	06/30/2021
MW OH	THE PM GROUP V011358	POSTCARD PRINTING & DESIGN	104070-6230 Printing & Binding	AP063021	2,848.85	21-3606	P12067	00108343	06/30/2021
MW OH	THE PM GROUP V011358	ADDITIONAL DESIGN SVS	104071-6099 Professional Services	AP063021	975.00	21-3646	P12067	00108343	06/30/2021
MW OH	THE PM GROUP V011358	QUARTERLY PRINTING SVS	104070-6230 Printing & Binding	AP063021	1,036.39	21-3647	P12067	00108343	06/30/2021
				Check Total:	**6,660.24**				
MW OH	TIME WARNER CABLE V004450	JUNE PD FIBER CHARGES	109595-6215 Telephone	AP063021	624.00	0528002061421		00108344	06/30/2021
MW OH	TIME WARNER CABLE V004450	JUNE WHITTEN/NS INTERNET	109595-6215 Telephone	AP063021	119.99	0619546061421		00108344	06/30/2021
				Check Total:	**743.99**				
MW OH	TITAN ENVIRONMENTAL V011743	LEAD & ASBESTOS INSPECTION	795106-6185 Construction Services	AP063021	1,895.00	11092974		00108345	06/30/2021
				Check Total:	**1,895.00**				
MW OH	TOTUM CORP V010229	MAY CONSTRUCTION MGMT SVS	103551-6099 Professional Services	AP063021	700.00	205511		00108346	06/30/2021
				Check Total:	**700.00**				
MW OH	TURBO DATA SYSTEMS INC V001238	E-CITE SMARTPHONES	103047-6840 Machinery & Equipment	AP063021	4,404.38	35241	P12055	00108347	06/30/2021
				Check Total:	**4,404.38**				
MW OH	TURNOUT MAINTENANCE V011543	FD TURNOUT ADJUSTMENTS	103066-6361 Personal Protection Equipment	AP063021	65.25	24254		00108348	06/30/2021
				Check Total:	**65.25**				
MW OH	TYLER LIGHTING SERVICES V008707	ACORN LAMP	103654-6301 Special Department Supplies	AP063021	135.94	10287		00108349	06/30/2021
				Check Total:	**135.94**				

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For 06/29/2021

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	UNITED RENTALS NORTH V001082	CONCRETE PLANER RENTAL	103652-6170 Equipment & Tool Rental	AP063021	392.16	194675046-001		00108350	06/30/2021
				Check Total:	**392.16**				
MW OH	VERIZON WIRELESS V008735	5/21-6/20 PD DEVICES	109595-6215 Telephone	AP063021	4,087.95	9882358697		00108351	06/30/2021
MW OH	VERIZON WIRELESS V008735	5/21-6/20 IPAD CHARGES	109595-6215 Telephone	AP063021	816.24	9882358699		00108351	06/30/2021
				Check Total:	**4,904.19**				
MW OH	WALK 'N ROLLERS V011940	APR-MAY PED & BICYCLE	503590-6099 Professional Services	AP063021	3,459.40	00000425	P12023	00108352	06/30/2021
				Check Total:	**3,459.40**				
MW OH	WATERLOGIC AMERICAS LL V010708	JUNE PD WATER SERVICE	103041-6301 Special Department Supplies	AP063021	43.77	731062		00108353	06/30/2021
				Check Total:	**43.77**				
MW OH	WAXIE SANITARY SUPPLY V001132	CLEANING SUPPLIES	103654-6301 Special Department Supplies	AP063021	913.77	80074337		00108354	06/30/2021
				Check Total:	**913.77**				
MW OH	YORBA REGIONAL ANIMAL V008472	K9 MEDICAL CARE - ACE	103041-6301 Special Department Supplies	AP063021	38.00	882768533		00108355	06/30/2021
				Check Total:	**38.00**				
				Type Total:	**2,307,552.65**				
				Check Total:	**2,307,552.65**				

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Electronic Disbursement Register
For 07/06/2021
FY 20/21

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
				Grand Total:	473,954.12				

EDR Totals by ID

AP	0.00
EP	473,954.12
IP	0.00
OP	0.00

EDR Totals by Fund

Fund Name	
101-General Fund (0010)	436,390.03
208-Sccssr Agncy Ret Oblg (0054)	2,812.03
225-Asset Seizure (0021)	4,923.76
227-Explorer Grant NOC (0076)	128.72
228-NOC-Public Safety Grant(0061)	5,007.27
265-Landscape Maintenance (0029)	1,331.29
275-Sewer Maintenance (0048)	5,532.60
280-Misc Grants Fund (0050)	8.41
501-Refuse Administration (0037)	3,231.11
601-Employee Health & Wlfre (0039)	14,538.90
701-Special Deposits (0044)	50.00

Void Total:	0.00
EDR Total:	473,954.12

Electronic Disbursement Sub Totals:	**473,954.12**
ACH Payroll Direct Deposit for 07/02/2021:	**478,797.33**
Electronic Disbursement Total:	**952,751.45**

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

City of Placentia
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For 06/30/2021

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	PRINCIPAL LIFE INSURANCE V011518	4/25-30 DENTAL CLAIMS	395083-5130 Dental Claim	ACH061621	3,093.64	APRIL 2021		00014716	06/16/2021
EP	PRINCIPAL LIFE INSURANCE V011518	5/2-22 DENTAL CLAIMS	395083-5130 Dental Claim	ACH061621	9,610.32	MAY 21		00014716	06/16/2021
				Check Total:	**12,703.96**				
EP	CALIFORNIA PUBLIC V010053	PERS P/E 5/29 PD 6/4	0010-2140 Employee PERS W/H	ACH061721	53.52	PR2101011		00014717	06/18/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 5/29 PD 6/4	0010-2140 Employee PERS W/H	ACH061721	39,071.98	PR2101011		00014717	06/18/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 5/29 PD 6/4	0010-2150 Survivor Benefit Package	ACH061721	133.42	PR2101011		00014717	06/18/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 5/29 PD 6/4	0010-2195 PERS Uniform	ACH061721	30.25	PR2101011		00014717	06/18/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 5/29 PD 6/4	0029-2140 Employee PERS W/H	ACH061721	270.02	PR2101011		00014717	06/18/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 5/29 PD 6/4	0029-2140 Employee PERS W/H	ACH061721	164.91	PR2101011		00014717	06/18/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 5/29 PD 6/4	0029-2150 Survivor Benefit Package	ACH061721	0.85	PR2101011		00014717	06/18/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 5/29 PD 6/4	0029-2195 PERS Uniform	ACH061721	0.49	PR2101011		00014717	06/18/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 5/29 PD 6/4	0037-2140 Employee PERS W/H	ACH061721	500.44	PR2101011		00014717	06/18/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 5/29 PD 6/4	0037-2140 Employee PERS W/H	ACH061721	367.00	PR2101011		00014717	06/18/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 5/29 PD 6/4	0037-2150 Survivor Benefit Package	ACH061721	1.15	PR2101011		00014717	06/18/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 5/29 PD 6/4	0048-2140 Employee PERS W/H	ACH061721	891.37	PR2101011		00014717	06/18/2021
EP	CALIFORNIA PUBLIC	PERS P/E 5/29 PD 6/4	0048-2140	ACH061721	617.39	PR2101011		00014717	06/18/2021

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V010053		Employee PERS W/H						
EP	CALIFORNIA PUBLIC V010053	PERS P/E 5/29 PD 6/4	0048-2150 Survivor Benefit Package	ACH061721	2.64	PR2101011		00014717	06/18/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 5/29 PD 6/4	0048-2195 PERS Uniform	ACH061721	0.71	PR2101011		00014717	06/18/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 5/29 PD 6/4	0054-2140 Employee PERS W/H	ACH061721	382.30	PR2101011		00014717	06/18/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 5/29 PD 6/4	0054-2140 Employee PERS W/H	ACH061721	293.56	PR2101011		00014717	06/18/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 5/29 PD 6/4	0054-2150 Survivor Benefit Package	ACH061721	0.85	PR2101011		00014717	06/18/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 5/29 PD 6/4	0061-2140 Employee PERS W/H	ACH061721	978.30	PR2101011		00014717	06/18/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 5/29 PD 6/4	0061-2140 Employee PERS W/H	ACH061721	410.80	PR2101011		00014717	06/18/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 5/29 PD 6/4	0061-2150 Survivor Benefit Package	ACH061721	1.03	PR2101011		00014717	06/18/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 5/29 PD 6/4	0061-2195 PERS Uniform	ACH061721	1.15	PR2101011		00014717	06/18/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 5/29 PD 6/4	0010-2140 Employee PERS W/H	ACH061721	59,592.97	PR2101011		00014717	06/18/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 5/29 PD 6/4	0076-2140 Employee PERS W/H	ACH061721	47.77	PR2101011		00014717	06/18/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 5/29 PD 6/4	0076-2150 Survivor Benefit Package	ACH061721	0.12	PR2101011		00014717	06/18/2021
				Check Total:	**103,814.99**				
EP	ICMA RETIREMENT TRUST V000496	PE 06/12/21 PD 06/18/21	0029-2170 Deferred Comp Payable - ICMA	PY21012	46.75	2995/2101012		00014718	06/23/2021
EP	ICMA RETIREMENT TRUST V000496	PE 06/12/21 PD 06/18/21	0037-2170 Deferred Comp Payable - ICMA	PY21012	166.23	2995/2101012		00014718	06/23/2021

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	ICMA RETIREMENT TRUST V000496	PE 06/12/21 PD 06/18/21	0010-2170 Deferred Comp Payable - ICMA	PY21012	23,092.02	2995/2101012		00014718	06/23/2021
EP	ICMA RETIREMENT TRUST V000496	PE 06/12/21 PD 06/18/21	0048-2170 Deferred Comp Payable - ICMA	PY21012	338.18	2995/2101012		00014718	06/23/2021
EP	ICMA RETIREMENT TRUST V000496	PE 06/12/21 PD 06/18/21	0061-2170 Deferred Comp Payable - ICMA	PY21012	516.56	2995/2101012		00014718	06/23/2021
EP	ICMA RETIREMENT TRUST V000496	PE 06/12/21 PD 06/18/21	0054-2170 Deferred Comp Payable - ICMA	PY21012	162.93	2995/2101012		00014718	06/23/2021
				Check Total:	**24,322.67**				
EP	PLACENTIA FIREFIGHTERS V011878	P/E 6/12 PD 6/18	0010-2178 Placentia Police Assoc Dues	PY21012	665.00	PR2101012		00014719	06/23/2021
				Check Total:	**665.00**				
EP	PLACENTIA POLICE V000839	PE 06/12/21 PD 06/18/21	0010-2180 Police Mgmt Assn Dues	PY21012	804.14	2625/2101012		00014720	06/23/2021
				Check Total:	**804.14**				
EP	PLACENTIA POLICE V003519	PE 06/12/21 PD 06/18/21	0010-2178 Placentia Police Assoc Dues	PY21012	3,105.97	2620/2101012		00014721	06/23/2021
EP	PLACENTIA POLICE V003519	PE 06/12/21 PD 06/18/21	0061-2178 Placentia Police Assoc Dues	PY21012	84.94	2620/2101012		00014721	06/23/2021
EP	PLACENTIA POLICE V003519	PE 06/12/21 PD 06/18/21	0076-2178 Placentia Police Assoc Dues	PY21012	2.57	2620/2101012		00014721	06/23/2021
				Check Total:	**3,193.48**				
EP	AMERICAN FIDELITY V010011	P/E 6/12 PD 6/18	0010-2188 Health Care SSA	ACH062121	691.08	6005168		00014722	06/21/2021
EP	AMERICAN FIDELITY V010011	P/E 6/12 PD 6/18	0054-2188 Health Care SSA	ACH062121	6.09	6005168		00014722	06/21/2021
EP	AMERICAN FIDELITY V010011	P/E 6/12 PD 6/18	0010-2190 Dependent Care SSA	ACH062121	416.66	6005168		00014722	06/21/2021
EP	AMERICAN FIDELITY	P/E 6/12 PD 6/18	0037-2188	ACH062121	9.50	6005168		00014722	06/21/2021

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V010011		Health Care SSA						
EP	AMERICAN FIDELITY V010011	P/E 6/12 PD 6/18	0048-2188 Health Care SSA	ACH062121	17.05	6005168		00014722	06/21/2021
EP	AMERICAN FIDELITY V010011	P/E 5/29, 6/12 PD 6/4, 6/18	0037-2155 Per Sec Plan - Opt. Life	ACH062121	17.79	D318435		00014722	06/21/2021
EP	AMERICAN FIDELITY V010011	P/E 5/29, 6/12 PD 6/4, 6/18	0010-2155 Per Sec Plan - Opt. Life	ACH062121	2,064.88	D318435		00014722	06/21/2021
EP	AMERICAN FIDELITY V010011	P/E 5/29, 6/12 PD 6/4, 6/18	0048-2155 Per Sec Plan - Opt. Life	ACH062121	143.19	D318435		00014722	06/21/2021
EP	AMERICAN FIDELITY V010011	P/E 5/29, 6/12 PD 6/4, 6/18	395000-2187 Voluntary Plan Life	ACH062121	1,834.94	D318435		00014722	06/21/2021
EP	AMERICAN FIDELITY V010011	P/E 5/29, 6/12 PD 6/4, 6/18	0054-2155 Per Sec Plan - Opt. Life	ACH062121	16.35	D318435		00014722	06/21/2021
EP	AMERICAN FIDELITY V010011	P/E 5/29, 6/12 PD 6/4, 6/18	0029-2155 Per Sec Plan - Opt. Life	ACH062121	14.87	D318435		00014722	06/21/2021
EP	AMERICAN FIDELITY V010011	P/E 5/29, 6/12 PD 6/4, 6/18	0061-2155 Per Sec Plan - Opt. Life	ACH062121	3.83	D318435		00014722	06/21/2021
EP	AMERICAN FIDELITY V010011	P/E 5/29, 6/12 PD 6/4, 6/18	0076-2155 Per Sec Plan - Opt. Life	ACH062121	0.53	D318435		00014722	06/21/2021
				Check Total:	**5,236.76**				
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/12 PD 6/18	0010-2140 Employee PERS W/H	ACH062121	21.89	PR2101012		00014723	06/21/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/12 PD 6/18	0010-2140 Employee PERS W/H	ACH062121	130.54	PR2101012		00014723	06/21/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/12 PD 6/18	0010-2140 Employee PERS W/H	ACH062121	38,760.72	PR2101012		00014723	06/21/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/12 PD 6/18	0010-2150 Survivor Benefit Package	ACH062121	123.67	PR2101012		00014723	06/21/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/12 PD 6/18	0010-2195 PERS Uniform	ACH062121	30.35	PR2101012		00014723	06/21/2021

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/12 PD 6/18	0010-2140 Employee PERS W/H	ACH062121	59,383.66	PR2101012		00014723	06/21/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/12 PD 6/18	0029-2140 Employee PERS W/H	ACH062121	270.70	PR2101012		00014723	06/21/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/12 PD 6/18	0076-2150 Survivor Benefit Package	ACH062121	0.03	PR2101012		00014723	06/21/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/12 PD 6/18	0029-2140 Employee PERS W/H	ACH062121	0.23	PR2101012		00014723	06/21/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/12 PD 6/18	0029-2140 Employee PERS W/H	ACH062121	174.37	PR2101012		00014723	06/21/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/12 PD 6/18	0029-2150 Survivor Benefit Package	ACH062121	0.90	PR2101012		00014723	06/21/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/12 PD 6/18	0029-2195 PERS Uniform	ACH062121	0.53	PR2101012		00014723	06/21/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/12 PD 6/18	0037-2140 Employee PERS W/H	ACH062121	505.59	PR2101012		00014723	06/21/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/12 PD 6/18	0037-2140 Employee PERS W/H	ACH062121	1.62	PR2101012		00014723	06/21/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/12 PD 6/18	0037-2140 Employee PERS W/H	ACH062121	369.41	PR2101012		00014723	06/21/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/12 PD 6/18	0037-2150 Survivor Benefit Package	ACH062121	1.13	PR2101012		00014723	06/21/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/12 PD 6/18	0048-2140 Employee PERS W/H	ACH062121	892.01	PR2101012		00014723	06/21/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/12 PD 6/18	0048-2140 Employee PERS W/H	ACH062121	1.16	PR2101012		00014723	06/21/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/12 PD 6/18	0048-2140 Employee PERS W/H	ACH062121	614.24	PR2101012		00014723	06/21/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/12 PD 6/18	0048-2150 Survivor Benefit Package	ACH062121	2.60	PR2101012		00014723	06/21/2021

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/12 PD 6/18	0048-2195 PERS Uniform	ACH062121	0.68	PR2101012		00014723	06/21/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/12 PD 6/18	0054-2140 Employee PERS W/H	ACH062121	385.92	PR2101012		00014723	06/21/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/12 PD 6/18	0054-2140 Employee PERS W/H	ACH062121	1.16	PR2101012		00014723	06/21/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/12 PD 6/18	0054-2140 Employee PERS W/H	ACH062121	295.64	PR2101012		00014723	06/21/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/12 PD 6/18	0054-2150 Survivor Benefit Package	ACH062121	0.86	PR2101012		00014723	06/21/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/12 PD 6/18	0061-2140 Employee PERS W/H	ACH062121	978.30	PR2101012		00014723	06/21/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/12 PD 6/18	0061-2140 Employee PERS W/H	ACH062121	413.39	PR2101012		00014723	06/21/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/12 PD 6/18	0061-2150 Survivor Benefit Package	ACH062121	1.01	PR2101012		00014723	06/21/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/12 PD 6/18	0061-2195 PERS Uniform	ACH062121	1.04	PR2101012		00014723	06/21/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/12 PD 6/18	0076-2140 Employee PERS W/H	ACH062121	14.29	PR2101012		00014723	06/21/2021
				Check Total:	**103,377.64**				
EP	EMPLOYMENT V010052	STATE TAX P/E 6/12 PD 6/18	0029-2135 Calif Income Tax W/H	ACH062121	64.13	PR2101012		00014724	06/21/2021
EP	EMPLOYMENT V010052	STATE TAX P/E 6/12 PD 6/18	0037-2135 Calif Income Tax W/H	ACH062121	292.80	PR2101012		00014724	06/21/2021
EP	EMPLOYMENT V010052	STATE TAX P/E 6/12 PD 6/18	0010-2135 Calif Income Tax W/H	ACH062121	36,119.12	PR2101012		00014724	06/21/2021
EP	EMPLOYMENT V010052	STATE TAX P/E 6/12 PD 6/18	0048-2135 Calif Income Tax W/H	ACH062121	445.11	PR2101012		00014724	06/21/2021
EP	EMPLOYMENT	STATE TAX P/E 6/12 PD 6/18	0076-2135	ACH062121	16.66	PR2101012		00014724	06/21/2021

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	V010052		Calif Income Tax W/H						
EP	EMPLOYMENT V010052	STATE TAX P/E 6/12 PD 6/18	0054-2135 Calif Income Tax W/H	ACH062121	306.47	PR2101012		00014724	06/21/2021
EP	EMPLOYMENT V010052	STATE TAX P/E 6/12 PD 6/18	0061-2135 Calif Income Tax W/H	ACH062121	382.14	PR2101012		00014724	06/21/2021
				Check Total:	**37,626.43**				
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/12 PD 6/18	0010-2115 Employee Medicare W/H	ACH062121	10,600.42	PR2101012		00014725	06/21/2021
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/12 PD 6/18	0010-2120 Employer Medicare Payable	ACH062121	10,600.42	PR2101012		00014725	06/21/2021
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/12 PD 6/18	0029-2110 Federal Income Tax W/H	ACH062121	228.00	PR2101012		00014725	06/21/2021
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/12 PD 6/18	0029-2115 Employee Medicare W/H	ACH062121	39.53	PR2101012		00014725	06/21/2021
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/12 PD 6/18	0029-2120 Employer Medicare Payable	ACH062121	39.53	PR2101012		00014725	06/21/2021
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/12 PD 6/18	0037-2110 Federal Income Tax W/H	ACH062121	718.67	PR2101012		00014725	06/21/2021
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/12 PD 6/18	0037-2115 Employee Medicare W/H	ACH062121	85.71	PR2101012		00014725	06/21/2021
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/12 PD 6/18	0037-2120 Employer Medicare Payable	ACH062121	85.71	PR2101012		00014725	06/21/2021
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/12 PD 6/18	0010-2110 Federal Income Tax W/H	ACH062121	91,702.28	PR2101012		00014725	06/21/2021
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/12 PD 6/18	0048-2110 Federal Income Tax W/H	ACH062121	1,193.79	PR2101012		00014725	06/21/2021
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/12 PD 6/18	0076-2120 Employer Medicare Payable	ACH062121	3.26	PR2101012		00014725	06/21/2021
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/12 PD 6/18	0048-2115 Employee Medicare W/H	ACH062121	147.54	PR2101012		00014725	06/21/2021

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EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/12 PD 6/18	0048-2120 Employer Medicare Payable	ACH062121	147.54	PR2101012		00014725	06/21/2021
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/12 PD 6/18	0050-2110 Federal Income Tax W/H	ACH062121	5.17	PR2101012		00014725	06/21/2021
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/12 PD 6/18	0050-2115 Employee Medicare W/H	ACH062121	1.62	PR2101012		00014725	06/21/2021
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/12 PD 6/18	0050-2120 Employer Medicare Payable	ACH062121	1.62	PR2101012		00014725	06/21/2021
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/12 PD 6/18	0054-2110 Federal Income Tax W/H	ACH062121	732.36	PR2101012		00014725	06/21/2021
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/12 PD 6/18	0054-2115 Employee Medicare W/H	ACH062121	75.07	PR2101012		00014725	06/21/2021
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/12 PD 6/18	0054-2120 Employer Medicare Payable	ACH062121	75.07	PR2101012		00014725	06/21/2021
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/12 PD 6/18	0061-2110 Federal Income Tax W/H	ACH062121	869.56	PR2101012		00014725	06/21/2021
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/12 PD 6/18	0061-2115 Employee Medicare W/H	ACH062121	107.61	PR2101012		00014725	06/21/2021
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/12 PD 6/18	0061-2120 Employer Medicare Payable	ACH062121	107.61	PR2101012		00014725	06/21/2021
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/12 PD 6/18	0076-2110 Federal Income Tax W/H	ACH062121	40.23	PR2101012		00014725	06/21/2021
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/12 PD 6/18	0076-2115 Employee Medicare W/H	ACH062121	3.26	PR2101012		00014725	06/21/2021
				Check Total:	**117,611.58**				
EP	CALIFORNIA PUBLIC V006234	JUNE FIRE UAL PMT	105525-6906 CalPERS-Fire Term. Principal	ACH062121	29,337.49	JUNE 21		00014726	06/21/2021
EP	CALIFORNIA PUBLIC V006234	JUNE FIRE UAL PMT	105525-6916 CalPERS-Fire Term Interest	ACH062121	2,326.47	JUNE 21		00014726	06/21/2021
				Check Total:	**31,663.96**				

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EP	WASHINGTON STATE V011597	P/E 6/12 PD 6/18	0010-2196 Garnishments W/H	ACH062121	521.53	PR2101012		00014727	06/21/2021
				Check Total:	**521.53**				
EP	BANK OF AMERICA V008741	COUNCIL SUPPLIES	101001-6245 Meetings & Conferences	ACH062521	318.97	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	COUNCIL SUPPLIES	101001-6245 Meetings & Conferences	ACH062521	166.28	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	COUNCIL SUPPLIES	101001-6245 Meetings & Conferences	ACH062521	200.80	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	COUNCIL SUPPLIES	101001-6245 Meetings & Conferences	ACH062521	71.46	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	COUNCIL SUPPLIES	101001-6245 Meetings & Conferences	ACH062521	3.53	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	GET WELL FLOWERS - CASTILLO	101001-6301 Special Department Supplies	ACH062521	63.55	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	COUNCIL SUPPLIES	101001-6301 Special Department Supplies	ACH062521	54.00	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	MEMORIAL DAY WREATH	101001-6301 Special Department Supplies	ACH062521	204.67	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	BUSINESS MEETING MEALS	101511-6245 Meetings & Conferences	ACH062521	67.98	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	BUSINESS MEETING MEALS	101511-6245 Meetings & Conferences	ACH062521	57.97	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	BUSINESS MEETING MEALS	101511-6245 Meetings & Conferences	ACH062521	24.64	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	BUSINESS MEETING MEALS	101511-6245 Meetings & Conferences	ACH062521	63.16	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	BUSINESS MEETING MEALS	101511-6245 Meetings & Conferences	ACH062521	68.76	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA	BUSINESS MEETING MEALS	101511-6245	ACH062521	49.58	MAY 21		00014728	06/22/2021

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	V008741		Meetings & Conferences						
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	101511-6315 Office Supplies	ACH062521	17.66	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	101511-6315 Office Supplies	ACH062521	15.53	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	101511-6315 Office Supplies	ACH062521	10.86	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	101511-6315 Office Supplies	ACH062521	15.21	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	101511-6315 Office Supplies	ACH062521	40.23	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	101511-6315 Office Supplies	ACH062521	31.68	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	FD EMPLOYMENT ADVERTISING	101512-6225 Advertising/Promotional	ACH062521	33.91	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	FD EMPLOYMENT ADVERTISING	101512-6225 Advertising/Promotional	ACH062521	504.20	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	FD EMPLOYMENT ADVERTISING	101512-6225 Advertising/Promotional	ACH062521	501.67	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	ICMA-HR CERT - MOHAN	101512-6245 Meetings & Conferences	ACH062521	350.00	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	INTERVIEW PANEL MEALS	101512-6301 Special Department Supplies	ACH062521	92.80	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	INTERVIEW PANEL MEALS	101512-6301 Special Department Supplies	ACH062521	20.92	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	FRAUD CHARGE	101512-6301 Special Department Supplies	ACH062521	19.65	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	CREDIT - FRAUD CHARGE	101512-6301 Special Department Supplies	ACH062521	-25.00	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA	CREDIT - FRAUD CHARGE	101512-6301	ACH062521	-20.00	MAY 21		00014728	06/22/2021

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	V008741		Special Department Supplies						
EP	BANK OF AMERICA V008741	CREDIT - FRAUD CHARGE	101512-6301 Special Department Supplies	ACH062521	-19.65	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	DISPATCH TRAINING REG	101515-6250 Staff Training	ACH062521	95.79	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	EMD & EFD TRAINING REG	101515-6250 Staff Training	ACH062521	930.00	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	TRAINING SUPPLIES	101515-6250 Staff Training	ACH062521	18.96	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	CREDIT -DISPATCH SUPPLIES	101515-6301 Special Department Supplies	ACH062521	-10.94	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	CREDIT -DISPATCH SUPPLIES	101515-6301 Special Department Supplies	ACH062521	-6.18	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	DISPATCH MEALS	101515-6301 Special Department Supplies	ACH062521	38.88	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	DOORDASH SUBSCRIPTION	101515-6301 Special Department Supplies	ACH062521	9.99	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	DISPATCH PATCHES	101515-6301 Special Department Supplies	ACH062521	197.00	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	MAY CONFERENCE CALL SVS	101523-6136 Software Maintenance	ACH062521	239.92	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	REMOTE PC YEARLY SVS	101523-6136 Software Maintenance	ACH062521	499.50	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	EARBUDS FOR HEADPHONES	101523-6301 Special Department Supplies	ACH062521	203.04	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	CONF ROOM SPEAKERS	101523-6301 Special Department Supplies	ACH062521	86.18	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	CREDIT - IPAD CASE	101523-6301 Special Department Supplies	ACH062521	-108.73	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA	IPAD CASE	101523-6301	ACH062521	32.61	MAY 21		00014728	06/22/2021

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	V008741		Special Department Supplies						
EP	BANK OF AMERICA V008741	CREDIT - IPAD CASE	101523-6301 Special Department Supplies	ACH062521	-32.61	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	FRAUD CHARGE	101523-6301 Special Department Supplies	ACH062521	55.66	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	FRAUD CHARGE	101523-6301 Special Department Supplies	ACH062521	62.00	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	FRAUD CHARGE	101523-6301 Special Department Supplies	ACH062521	57.00	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	MAY FASTRAK SERVICES	102020-5199 Other Employee Benefits	ACH062521	325.00	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	MAY FINANCE ZOOM SVS	102020-6245 Meetings & Conferences	ACH062521	15.51	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	BUDGET BINDERS & TABS	102020-6315 Office Supplies	ACH062521	90.39	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	CACEO TRAINING REG - PIFAROFF	102533-6250 Staff Training	ACH062521	32.00	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	NOD ENTITLEMENT FEES	0044-2040 / 45087-2040 Special Deposits	ACH062521	50.00	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	CACEO TRAINING REG - EADY	102533-6250 Staff Training	ACH062521	57.00	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	PD TRAINING HOTEL - MCKENZIE	613041-6250 Staff Training	ACH062521	150.00	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	CACEO TRAINING REG - PIVAROFF	102533-6250 Staff Training	ACH062521	25.00	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	CAMERA - CODE ENFORCEMENT	102533-6301 Special Department Supplies	ACH062521	173.99	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	DEPT HEAD MTG SUPPLIES	103040-6245 Meetings & Conferences	ACH062521	20.00	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA	WINDOW TINTING - UNIT 73	103040-6301	ACH062521	58.50	MAY 21		00014728	06/22/2021

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	V008741		Special Department Supplies						
EP	BANK OF AMERICA V008741	POLICE WEEK WREATH	103040-6301 Special Department Supplies	ACH062521	269.35	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	SHIPPING CHARGES	103040-6325 Postage	ACH062521	48.42	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	SHIPPING CHARGES	103040-6325 Postage	ACH062521	47.66	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	MED KIT CLIPS	103041-6301 Special Department Supplies	ACH062521	48.90	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	MED KIT POUCHES	103041-6301 Special Department Supplies	ACH062521	173.90	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	MEDICAL KITS FOR PD	103041-6301 Special Department Supplies	ACH062521	891.36	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	NOC SWAT MTG SUPPLIES	103041-6301 Special Department Supplies	ACH062521	7.98	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	NOC SWAT MTG MEALS	103041-6301 Special Department Supplies	ACH062521	272.12	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	5/27-6/26 MCV DIRECT TV SVS	103041-6301 Special Department Supplies	ACH062521	88.99	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	HOBBLES	103041-6360 Uniforms	ACH062521	55.41	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	CREDIT - HOBBLES	103041-6360 Uniforms	ACH062521	-18.47	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	CREDIT - HOBBLES	103041-6360 Uniforms	ACH062521	-18.47	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	CREDIT - HOBBLES	103041-6360 Uniforms	ACH062521	-18.47	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	MAY PD MAPPING SVS	103042-6290 Dept. Contract Services	ACH062521	15.00	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA	IPHONE REPAIRS DR21-01949	103042-6301	ACH062521	20.00	MAY 21		00014728	06/22/2021

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	V008741		Special Department Supplies						
EP	BANK OF AMERICA V008741	SWABS & LIFT TAPE	103043-6301 Special Department Supplies	ACH062521	121.56	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	VIALS	103043-6301 Special Department Supplies	ACH062521	142.52	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	RECORDS TRAINING MEALS	103043-6301 Special Department Supplies	ACH062521	79.01	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	SWABS	103043-6301 Special Department Supplies	ACH062521	636.38	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	JAIL BLANKETS, SUPPLIES	103043-6301 / 50085-6301 Special Department Supplies	ACH062521	342.11	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	GLOVES	103043-6301 / 50100-6301 Special Department Supplies	ACH062521	1,241.75	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	PACKAGING SUPPLIES	103043-6301 / 50100-6301 Special Department Supplies	ACH062521	593.19	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	BINDERS & DIVIDERS	103065-6315 Office Supplies	ACH062521	91.29	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	CHAPLAIN HELMET SHIELD	103066-6301 Special Department Supplies	ACH062521	61.21	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	CHAINS FOR CHAINSAW	103066-6301 Special Department Supplies	ACH062521	396.50	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	DEPUTY CHIEF HELMET SHIELD	103066-6360 Uniforms	ACH062521	61.21	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	CHAMBER BREAKFAST REG - FD	103066-6401 Community Programs	ACH062521	210.00	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	CHAMBER BREAKFAST REG - FD	103066-6401 Community Programs	ACH062521	30.00	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	PAINT THINNER	103652-6301 Special Department Supplies	ACH062521	40.88	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA	PAINT & KEYS	103652-6301	ACH062521	559.88	MAY 21		00014728	06/22/2021

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	V008741		Special Department Supplies						
EP	BANK OF AMERICA V008741	PRIVACY STRIP	103654-6137 Repair Maint/Equipment	ACH062521	32.33	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	ICE MAKER PARTS	103654-6137 Repair Maint/Equipment	ACH062521	14.89	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	ICE MAKER PARTS	103654-6137 Repair Maint/Equipment	ACH062521	60.73	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	FACILITY REPAIR SUPPLIES	103654-6301 Special Department Supplies	ACH062521	67.01	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	PAINT	103654-6301 Special Department Supplies	ACH062521	141.21	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	FD OFFICE DECALS	103654-6301 Special Department Supplies	ACH062521	58.94	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	JANITORIAL SUPPLIES	103654-6301 Special Department Supplies	ACH062521	38.19	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	CELL PHONE REPAIRS	103654-6301 Special Department Supplies	ACH062521	70.04	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	PAINT SAMPLES	103654-6301 Special Department Supplies	ACH062521	49.71	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	LIGHT REPAIR SUPPLIES	103654-6301 Special Department Supplies	ACH062521	42.00	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	SECURITY MIRROR	103654-6301 Special Department Supplies	ACH062521	177.09	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	FACILITY REPAIR SUPPLIES	103654-6301 Special Department Supplies	ACH062521	16.87	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	FACILITY REPAIR SUPPLIES	103654-6301 Special Department Supplies	ACH062521	18.95	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	CREDIT - FACILITY SUPPLIES	103654-6301 Special Department Supplies	ACH062521	-10.20	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA	FACILITY REPAIR SUPPLIES	103654-6301	ACH062521	236.14	MAY 21		00014728	06/22/2021

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	V008741		Special Department Supplies						
EP	BANK OF AMERICA V008741	PW YARD SUPPLIES	103654-6301 Special Department Supplies	ACH062521	44.22	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	JANITORIAL SUPPLIES	103654-6301 Special Department Supplies	ACH062521	70.08	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	PW YARD SUPPLIES	103654-6301 Special Department Supplies	ACH062521	64.27	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	SMALL TOOLS	103654-6350 Small Tools/Equipment	ACH062521	282.81	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	FLOWERS FOR DOWNTOWN	103655-6301 Special Department Supplies	ACH062521	72.25	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	PARK REPAIR SUPPLIES	103655-6301 Special Department Supplies	ACH062521	96.58	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	GOMEZ POOL REPAIR SUPPLIES	103655-6301 Special Department Supplies	ACH062521	193.37	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	CLEAN UP EVENT PW MEALS	103655-6301 Special Department Supplies	ACH062521	60.78	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	PUSH BUMPER FOR UNIT 25	103658-6134 Vehicle Repair & Maintenance	ACH062521	455.96	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	GINDER MACHINE PARTS	103658-6137 Repair Maint/Equipment	ACH062521	1,087.50	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	GASOLINE FOR UNIT 71	103658-6345 Gasoline & Diesel Fuel	ACH062521	63.11	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	GASOLINE FOR UNIT 71	103658-6345 Gasoline & Diesel Fuel	ACH062521	89.87	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	GASOLINE FOR UNIT 71	103658-6345 Gasoline & Diesel Fuel	ACH062521	37.74	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	GASOLINE FOR UNIT 71	103658-6345 Gasoline & Diesel Fuel	ACH062521	97.00	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA	GASOLINE FOR UNIT 71	103658-6345	ACH062521	95.00	MAY 21		00014728	06/22/2021

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	V008741		Gasoline & Diesel Fuel						
EP	BANK OF AMERICA V008741	GASOLINE FOR UNIT 71	103658-6345 Gasoline & Diesel Fuel	ACH062521	50.97	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	GASOLINE FOR UNIT 71	103658-6345 Gasoline & Diesel Fuel	ACH062521	79.81	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	MAY REC SCHEDULING SVS	104070-6099 Professional Services	ACH062521	100.00	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	REC CONF ROOM TV	104070-6315 Office Supplies	ACH062521	722.73	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	MAY SPOTIFY SERVICES	104071-6299 Other Purchased Services	ACH062521	14.99	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	PARCHMENT PAPER	104071-6301 Special Department Supplies	ACH062521	5.05	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	REC STAFF SUPPLIES	104071-6301 Special Department Supplies	ACH062521	98.67	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	CREDIT - ARBOR DAY SUPPLIES	104071-6301 Special Department Supplies	ACH062521	-14.19	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	AQUATICS SUPPLIES	104071-6301 Special Department Supplies	ACH062521	24.86	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	AQUATICS SUPPLIES	104071-6301 Special Department Supplies	ACH062521	85.88	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	DRIVE THRU SWIM GIVEAWAYS	104071-6301 Special Department Supplies	ACH062521	125.95	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	TABLE CLOTH	104071-6301 Special Department Supplies	ACH062521	6.47	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	REC SUPPLIES	104071-6301 Special Department Supplies	ACH062521	16.15	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	FILE BOXES	104071-6301 Special Department Supplies	ACH062521	30.16	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA	FIRST AID SUPPLIES	104071-6301	ACH062521	10.86	MAY 21		00014728	06/22/2021

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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	CPR FACE MASKS	104071-6301 Special Department Supplies	ACH062521	65.24	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	HEALTH FAIR SUPPLIES	104071-6301 Special Department Supplies	ACH062521	53.24	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	HEALTH FAIR SUPPLIES	104071-6301 Special Department Supplies	ACH062521	70.54	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	CREDIT - HEALTH FAIR SUPPLIES	104071-6301 Special Department Supplies	ACH062521	-5.11	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	CREDIT - HEALTH FAIR SUPPLIES	104071-6301 Special Department Supplies	ACH062521	-3.05	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	CREDIT - HEALTH FAIR SUPPLIES	104071-6301 Special Department Supplies	ACH062521	-3.74	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	ACTIVITY PACKET SUPPLIES	104071-6301 / 50500-6301 Special Department Supplies	ACH062521	72.04	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	HAND SANITIZER	104071-6301 / 50500-6301 Special Department Supplies	ACH062521	49.54	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	104071-6315 Office Supplies	ACH062521	297.97	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	104071-6315 Office Supplies	ACH062521	83.14	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	104071-6315 Office Supplies	ACH062521	54.15	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	104071-6315 Office Supplies	ACH062521	15.48	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	104071-6315 Office Supplies	ACH062521	65.21	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	SR CENTER SUPPLIES	104079-6301 Special Department Supplies	ACH062521	18.67	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA	SR CENTER SUPPLIES	104079-6301	ACH062521	14.67	MAY 21		00014728	06/22/2021

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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	ACH062521	27.92	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	SR CENTER SUPPLIES	104079-6301 Special Department Supplies	ACH062521	77.23	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	SR CENTER SUPPLIES	104079-6301 Special Department Supplies	ACH062521	107.62	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	SR CENTER SUPPLIES	104079-6301 Special Department Supplies	ACH062521	40.23	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	SR CENTER SUPPLIES	104079-6301 Special Department Supplies	ACH062521	775.90	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	SR CENTER SUPPLIES	104079-6301 Special Department Supplies	ACH062521	57.15	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	SR CENTER SUPPLIES	104079-6301 Special Department Supplies	ACH062521	1,201.23	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	SR CENTER SUPPLIES	104079-6301 Special Department Supplies	ACH062521	97.86	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	SR CENTER SUPPLIES	104079-6301 Special Department Supplies	ACH062521	252.40	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	SR CENTER SUPPLIES	104079-6301 Special Department Supplies	ACH062521	398.56	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	SR CENTER BINGO PRIZES	104079-6301 Special Department Supplies	ACH062521	210.76	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	SR CENTER FURNITURE	104079-6301 Special Department Supplies	ACH062521	203.00	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	SR CENTER SUPPLIES	104079-6301 Special Department Supplies	ACH062521	122.21	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	SR CENTER SUPPLIES	104079-6301 Special Department Supplies	ACH062521	70.03	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA	SR CENTER SUPPLIES	104079-6301	ACH062521	88.77	MAY 21		00014728	06/22/2021

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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	ACH062521	9.87	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	EMPLOYEE SUPPLIES	109595-6301 Special Department Supplies	ACH062521	1,090.21	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	CREDIT - MEETING SUPPLIES	109595-6301 Special Department Supplies	ACH062521	-21.74	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	WORKING LUNCH MEALS	109595-6301 Special Department Supplies	ACH062521	10.10	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	WORKING LUNCH MEALS	109595-6301 Special Department Supplies	ACH062521	14.12	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	WORKING LUNCH MEALS	109595-6301 Special Department Supplies	ACH062521	10.10	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	WORKING LUNCH MEALS	109595-6301 Special Department Supplies	ACH062521	3.05	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	WORKING LUNCH MEALS	109595-6301 Special Department Supplies	ACH062521	12.27	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	WORKING LUNCH MEALS	109595-6301 Special Department Supplies	ACH062521	10.10	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	WORKING LUNCH MEALS	109595-6301 Special Department Supplies	ACH062521	11.95	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	CREDIT - MEETING SUPPLIES	109595-6301 Special Department Supplies	ACH062521	-33.78	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	WORKING LUNCH MEALS	109595-6301 Special Department Supplies	ACH062521	54.67	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	MEETING SUPPLIES	109595-6301 Special Department Supplies	ACH062521	26.92	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	MEETING SUPPLIES	109595-6301 Special Department Supplies	ACH062521	14.29	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA	WORKING LUNCH MEALS	109595-6301	ACH062521	47.31	MAY 21		00014728	06/22/2021

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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	ACH062521	22.80	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	MEETING SUPPLIES	109595-6301 Special Department Supplies	ACH062521	30.99	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	MEETING SUPPLIES	109595-6301 Special Department Supplies	ACH062521	12.03	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	MEETING SUPPLIES	109595-6301 Special Department Supplies	ACH062521	27.50	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	MEETING SUPPLIES	109595-6301 Special Department Supplies	ACH062521	57.38	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	WORKING LUNCH MEALS	109595-6301 Special Department Supplies	ACH062521	70.78	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	POLICE WEEK SUPPLIES	109595-6999 Other Expenditure	ACH062521	62.62	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	POLICE WEEK STAFF MEALS	109595-6999 Other Expenditure	ACH062521	206.00	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	POLICE WEEK STAFF MEALS	109595-6999 Other Expenditure	ACH062521	141.38	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	PD TRAINING HOTEL - TITUS	213041-6250 Staff Training	ACH062521	897.62	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	PD TRAINING HOTEL - TITUS	213041-6250 Staff Training	ACH062521	897.62	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	PD TRAINING HOTEL - MARTINEZ	213041-6250 Staff Training	ACH062521	781.74	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	PD TRAINING HOTEL - FLOOD	213041-6250 Staff Training	ACH062521	781.74	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	CREDIT - PD TRAINING HOTEL	213041-6250 Staff Training	ACH062521	-190.87	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA	CREDIT -PD TRAINING HOTEL	213041-6250	ACH062521	-50.87	MAY 21		00014728	06/22/2021

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V008741		Staff Training						
EP	BANK OF AMERICA V008741	PD TRAINING HOTEL - BUTTS	213041-6250 Staff Training	ACH062521	625.08	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	PD TRAINING HOTEL - MCELHINNEY	213041-6250 Staff Training	ACH062521	905.44	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	CREDIT - PD TRAINING HOTEL	213041-6250 Staff Training	ACH062521	-74.99	MAY 21		00014728	06/22/2021
EP	BANK OF AMERICA V008741	HONOR GUARD CANVAS	213041-6301 Special Department Supplies	ACH062521	108.37	MAY 21		00014728	06/22/2021
				Check Total:	**29,195.11**				
EP	EMPLOYMENT V010052	STATE TAX - PTO BUYBACK	0010-2135 Calif Income Tax W/H	ACH062321	319.21	PR2101113		00014729	06/25/2021
EP	EMPLOYMENT V010052	STATE TAX - PTO BUYBACK	0029-2135 Calif Income Tax W/H	ACH062321	2.96	PR2101213		00014729	06/25/2021
EP	EMPLOYMENT V010052	STATE TAX - PTO BUYBACK	0037-2135 Calif Income Tax W/H	ACH062321	20.73	PR2101213		00014729	06/25/2021
EP	EMPLOYMENT V010052	STATE TAX - PTO BUYBACK	0021-2135 Calif Income Tax W/H	ACH062321	242.88	PR2101213		00014729	06/25/2021
EP	EMPLOYMENT V010052	STATE TAX - PTO BUYBACK	0048-2135 Calif Income Tax W/H	ACH062321	14.81	PR2101213		00014729	06/25/2021
EP	EMPLOYMENT V010052	STATE TAX - PTO BUYBACK	0054-2135 Calif Income Tax W/H	ACH062321	14.81	PR2101213		00014729	06/25/2021
				Check Total:	**615.40**				
EP	INTERNAL REVENUE V010054	FED/MED - PTO BUYBACK	0010-2110 Federal Income Tax W/H	ACH062321	1,209.13	PR2101113		00014730	06/25/2021
EP	INTERNAL REVENUE V010054	FED/MED - PTO BUYBACK	0010-2120 Employer Medicare Payable	ACH062321	70.14	PR2101113		00014730	06/25/2021
EP	INTERNAL REVENUE V010054	FED/MED - PTO BUYBACK	0010-2115 Employee Medicare W/H	ACH062321	70.14	PR2101113		00014730	06/25/2021
EP	INTERNAL REVENUE	FED/MED - PTO BUYBACK	0010-2115	ACH062321	53.37	PR2101213		00014730	06/25/2021

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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 - PTO BUYBACK	0010-2110 Federal Income Tax W/H	ACH062321	919.99	PR2101213		00014730	06/25/2021
EP	INTERNAL REVENUE V010054	FED/MED - PTO BUYBACK	0010-2120 Employer Medicare Payable	ACH062321	53.37	PR2101213		00014730	06/25/2021
EP	INTERNAL REVENUE V010054	FED/MED - PTO BUYBACK	0054-2120 Employer Medicare Payable	ACH062321	3.25	PR2101213		00014730	06/25/2021
EP	INTERNAL REVENUE V010054	FED/MED - PTO BUYBACK	0029-2110 Federal Income Tax W/H	ACH062321	11.22	PR2101213		00014730	06/25/2021
EP	INTERNAL REVENUE V010054	FED/MED - PTO BUYBACK	0029-2115 Employee Medicare W/H	ACH062321	0.65	PR2101213		00014730	06/25/2021
EP	INTERNAL REVENUE V010054	FED/MED - PTO BUYBACK	0029-2120 Employer Medicare Payable	ACH062321	0.65	PR2101213		00014730	06/25/2021
EP	INTERNAL REVENUE V010054	FED/MED - PTO BUYBACK	0037-2110 Federal Income Tax W/H	ACH062321	78.53	PR2101213		00014730	06/25/2021
EP	INTERNAL REVENUE V010054	FED/MED - PTO BUYBACK	0037-2115 Employee Medicare W/H	ACH062321	4.55	PR2101213		00014730	06/25/2021
EP	INTERNAL REVENUE V010054	FED/MED - PTO BUYBACK	0037-2120 Employer Medicare Payable	ACH062321	4.55	PR2101213		00014730	06/25/2021
EP	INTERNAL REVENUE V010054	FED/MED - PTO BUYBACK	0048-2110 Federal Income Tax W/H	ACH062321	56.09	PR2101213		00014730	06/25/2021
EP	INTERNAL REVENUE V010054	FED/MED - PTO BUYBACK	0048-2115 Employee Medicare W/H	ACH062321	3.25	PR2101213		00014730	06/25/2021
EP	INTERNAL REVENUE V010054	FED/MED - PTO BUYBACK	0048-2120 Employer Medicare Payable	ACH062321	3.25	PR2101213		00014730	06/25/2021
EP	INTERNAL REVENUE V010054	FED/MED - PTO BUYBACK	0054-2110 Federal Income Tax W/H	ACH062321	56.09	PR2101213		00014730	06/25/2021
EP	INTERNAL REVENUE V010054	FED/MED - PTO BUYBACK	0054-2115 Employee Medicare W/H	ACH062321	3.25	PR2101213		00014730	06/25/2021
				Check Total:	**2,601.47**				

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
				Type Total:	473,954.12				
				Check Total:	473,954.12				

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For 07/06/2021
FY 21/22

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
				Grand Total:	275,490.03				

EDR Totals by ID

AP	0.00
EP	275,490.03
IP	0.00
OP	0.00

Fund Name	EDR Totals by Fund		
601-Employee Health & Wlfre (0039)	275,490.03	Void Total:	0.00
		EDR Total:	275,490.03

Electronic Disbursement Sub Totals: 275,490.03

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 06/29/2021

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	ALDWIR, MAMOUN E000113	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070121	1,301.00	JULY 21		00014731	07/01/2021
				Check Total:	**1,301.00**				
EP	ANDERSON, MARLA E000071	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070121	541.78	JULY 21		00014732	07/01/2021
				Check Total:	**541.78**				
EP	ARMSTRONG, JOHN T E000046	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070121	967.14	JULY 21		00014733	07/01/2021
				Check Total:	**967.14**				
EP	AUDISS, JAY SCOTT E000125	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070121	1,751.00	JULY 21		00014734	07/01/2021
				Check Total:	**1,751.00**				
EP	BABCOCK, CHARLES A E000015	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070121	370.00	JULY 21		00014735	07/01/2021
				Check Total:	**370.00**				
EP	BEALS, SHARLENE E000076	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070121	199.39	JULY 21		00014736	07/01/2021
				Check Total:	**199.39**				
EP	BERMUDEZ, ALBERT E000124	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070121	496.10	JULY 21		00014737	07/01/2021
				Check Total:	**496.10**				
EP	BONESCHANS, DENNIS E000020	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070121	199.39	JULY 21		00014738	07/01/2021
				Check Total:	**199.39**				
EP	BUNNELL, DONALD E000062	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070121	541.78	JULY 21		00014739	07/01/2021
				Check Total:	**541.78**				
EP	BURGNER, ARTHUR E000074	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070121	541.78	JULY 21		00014740	07/01/2021

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
				Check Total:	**541.78**				
EP	BUSSE, MICHAEL E000131	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070121	1,307.00	JULY 21		00014741	07/01/2021
				Check Total:	**1,307.00**				
EP	CHANDLER, JOHN P E000109	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070121	1,399.00	JULY 21		00014742	07/01/2021
				Check Total:	**1,399.00**				
EP	CHANG, ROBERT E000107	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070121	1,296.00	JULY 21		00014743	07/01/2021
				Check Total:	**1,296.00**				
EP	COBBETT, GEOFFREY E000007	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070121	541.78	JULY 21		00014744	07/01/2021
				Check Total:	**541.78**				
EP	COOK, ARLENE M E000018	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070121	541.78	JULY 21		00014745	07/01/2021
				Check Total:	**541.78**				
EP	D'AMATO, ROBERT E000056	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070121	199.39	JULY 21		00014746	07/01/2021
				Check Total:	**199.39**				
EP	DAVID, PRESTON E000112	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070121	541.78	JULY 21		00014747	07/01/2021
				Check Total:	**541.78**				
EP	DAVIS, CAROLYN E000005	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070121	541.78	JULY 21		00014748	07/01/2021
				Check Total:	**541.78**				
EP	DEAN, ANDREW E000135	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070121	1,817.00	JULY 21		00014749	07/01/2021
				Check Total:	**1,817.00**				
EP	DELOS SANTOS, JAMIE	JULY MEDICAL REIMBURSEMENT	395083-5161	ACH070121	541.78	JULY 21		00014750	07/01/2021

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	E000045		Health Insurance Premiums						
				Check Total:	**541.78**				
EP	DICKSON, ROBERTA JO E000011	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070121	199.39	JULY 21		00014751	07/01/2021
				Check Total:	**199.39**				
EP	DOWNEY, CAROL E000082	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070121	541.78	JULY 21		00014752	07/01/2021
				Check Total:	**541.78**				
EP	ECKENRODE, NORMAN E000029	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070121	541.78	JULY 21		00014753	07/01/2021
				Check Total:	**541.78**				
EP	ESCOBOSA, LILLIAN E000055	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070121	541.78	JULY 21		00014754	07/01/2021
				Check Total:	**541.78**				
EP	ESPINOZA, ROSALINDA E000016	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070121	579.00	JULY 21		00014755	07/01/2021
				Check Total:	**579.00**				
EP	FRICKE, JUERGEN E000075	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070121	879.00	JULY 21		00014756	07/01/2021
				Check Total:	**879.00**				
EP	FULLER, GLENN H E000081	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070121	879.00	JULY 21		00014757	07/01/2021
				Check Total:	**879.00**				
EP	GALLANT, KAREN E000008	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070121	541.78	JULY 21		00014758	07/01/2021
				Check Total:	**541.78**				
EP	GARNER, JO ANN E000047	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070121	541.78	JULY 21		00014759	07/01/2021

City of Placentia
Electronic Disbursement Register
For 06/29/2021

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
				Check Total:	**541.78**				
EP	GARNER, KITTY E000080	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070121	884.44	JULY 21		00014760	07/01/2021
				Check Total:	**884.44**				
EP	GRIMM, DENNIS L E000042	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070121	592.00	JULY 21		00014761	07/01/2021
				Check Total:	**592.00**				
EP	HOLTSCLAW, KATHERINE E000121	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070121	526.77	JULY 21		00014762	07/01/2021
				Check Total:	**526.77**				
EP	IRVINE, SUZETTE E000019	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070121	541.78	JULY 21		00014763	07/01/2021
				Check Total:	**541.78**				
EP	JENKINS, ROBERT E000084	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070121	556.94	JULY 21		00014764	07/01/2021
				Check Total:	**556.94**				
EP	JOHNSON, SHARON E000099	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070121	199.39	JULY 21		00014765	07/01/2021
				Check Total:	**199.39**				
EP	JONES, ROBERT E000053	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070121	168.56	JULY 21		00014766	07/01/2021
				Check Total:	**168.56**				
EP	JUAREZ, JANET E000134	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070121	579.00	JULY 21		00014767	07/01/2021
				Check Total:	**579.00**				
EP	JUDD, TERRELL E000115	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070121	879.47	JULY 21		00014768	07/01/2021
				Check Total:	**879.47**				
EP	KIRKLAND, RICHARD L	JULY MEDICAL REIMBURSEMENT	395083-5161	ACH070121	168.56	JULY 21		00014769	07/01/2021

City of Placentia
Electronic Disbursement Register
For 06/29/2021

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	E000110		Health Insurance Premiums						
				Check Total:	**168.56**				
EP	LITTLE, DIANE M E000098	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070121	592.00	JULY 21		00014770	07/01/2021
				Check Total:	**592.00**				
EP	LOOMIS, CORINNE E000122	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070121	531.69	JULY 21		00014771	07/01/2021
				Check Total:	**531.69**				
EP	LOWREY, B J E000041	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070121	370.00	JULY 21		00014772	07/01/2021
				Check Total:	**370.00**				
EP	MAERTZWEILER, MICHAEL I E000032	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070121	541.78	JULY 21		00014773	07/01/2021
				Check Total:	**541.78**				
EP	MANNING, VEDA M E000063	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070121	199.39	JULY 21		00014774	07/01/2021
				Check Total:	**199.39**				
EP	MILANO, JAMES E000054	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070121	541.78	JULY 21		00014775	07/01/2021
				Check Total:	**541.78**				
EP	MILLER, RICHARD E000106	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070121	1,131.00	JULY 21		00014776	07/01/2021
				Check Total:	**1,131.00**				
EP	MOORE, LARRY W E000044	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070121	199.39	JULY 21		00014777	07/01/2021
				Check Total:	**199.39**				
EP	OLEA, ARLENE J E000014	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070121	541.78	JULY 21		00014778	07/01/2021

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
				Check Total:	**541.78**				
EP	PALMER, GEORGE E000094	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070121	1,151.00	JULY 21		00014779	07/01/2021
				Check Total:	**1,151.00**				
EP	PASCARELLA, RICHARD E000129	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070121	1,751.00	JULY 21		00014780	07/01/2021
				Check Total:	**1,751.00**				
EP	PASCUA, RAYNALD E000114	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070121	1,734.00	JULY 21		00014781	07/01/2021
				Check Total:	**1,734.00**				
EP	PASPALL, MIHAJLO E000085	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070121	480.12	JULY 21		00014782	07/01/2021
				Check Total:	**480.12**				
EP	PEREZ, ROBERT E000111	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070121	168.56	JULY 21		00014783	07/01/2021
				Check Total:	**168.56**				
EP	PICHON, WALTER E000103	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070121	238.25	JULY 21		00014784	07/01/2021
				Check Total:	**238.25**				
EP	PINEDA, MATEO E000127	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070121	505.96	JULY 21		00014785	07/01/2021
				Check Total:	**505.96**				
EP	PISCHEL, STEPHEN E000130	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070121	1,301.00	JULY 21		00014786	07/01/2021
				Check Total:	**1,301.00**				
EP	POINT, ERIC E000133	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070121	1,817.00	JULY 21		00014787	07/01/2021
				Check Total:	**1,817.00**				
EP	REDIFER, KIM R	JULY MEDICAL REIMBURSEMENT	395083-5161	ACH070121	879.00	JULY 21		00014788	07/01/2021

City of Placentia
Electronic Disbursement Register
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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	E000022		Health Insurance Premiums						
				Check Total:	**879.00**				
EP	RENDEN, BRIAN E000083	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070121	889.45	JULY 21		00014789	07/01/2021
				Check Total:	**889.45**				
EP	REYES, ROGER T E000024	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070121	541.78	JULY 21		00014790	07/01/2021
				Check Total:	**541.78**				
EP	REYNOLDS, MATTHEW E000132	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070121	531.69	JULY 21		00014791	07/01/2021
				Check Total:	**531.69**				
EP	RICE, RUSSELL J E000059	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070121	1,399.00	JULY 21		00014792	07/01/2021
				Check Total:	**1,399.00**				
EP	RISHER, THOMAS A E000013	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070121	541.78	JULY 21		00014793	07/01/2021
				Check Total:	**541.78**				
EP	RIVERA, AIDA E000026	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070121	199.39	JULY 21		00014794	07/01/2021
				Check Total:	**199.39**				
EP	ROACH, MICHAEL E000105	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070121	1,399.00	JULY 21		00014795	07/01/2021
				Check Total:	**1,399.00**				
EP	ROBB, SANDRA E000043	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070121	541.78	JULY 21		00014796	07/01/2021
				Check Total:	**541.78**				
EP	ROKOSZ, KEN A E000035	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070121	579.00	JULY 21		00014797	07/01/2021

City of Placentia
Electronic Disbursement Register
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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
				Check Total:	**579.00**				
EP	ROSE, RICHARD D E000050	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070121	1,013.04	JULY 21		00014798	07/01/2021
				Check Total:	**1,013.04**				
EP	SALE, LEE R E000031	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070121	541.78	JULY 21		00014799	07/01/2021
				Check Total:	**541.78**				
EP	SANCHEZ, LAURA E000058	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070121	199.39	JULY 21		00014800	07/01/2021
				Check Total:	**199.39**				
EP	SCHLIEDER, BEVERLY E000120	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070121	1,734.00	JULY 21		00014801	07/01/2021
				Check Total:	**1,734.00**				
EP	SMITH, WARD E000128	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070121	1,356.00	JULY 21		00014802	07/01/2021
				Check Total:	**1,356.00**				
EP	SOMOYA, JOHN P E000089	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070121	879.00	JULY 21		00014803	07/01/2021
				Check Total:	**879.00**				
EP	SOTO, PHILIP J E000052	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070121	541.78	JULY 21		00014804	07/01/2021
				Check Total:	**541.78**				
EP	SPRAGUE, GARY A E000064	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070121	1,307.00	JULY 21		00014805	07/01/2021
				Check Total:	**1,307.00**				
EP	STEPHEN, JEFFREY E000119	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070121	1,253.11	JULY 21		00014806	07/01/2021
				Check Total:	**1,253.11**				
EP	TAYLOR, DAVID M	JULY MEDICAL REIMBURSEMENT	395083-5161	ACH070121	582.00	JULY 21		00014807	07/01/2021

City of Placentia
Electronic Disbursement Register
For 06/29/2021

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	E000088		Health Insurance Premiums						
				Check Total:	**582.00**				
EP	TAYLOR, LINDA E000126	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070121	579.00	JULY 21		00014808	07/01/2021
				Check Total:	**579.00**				
EP	THOMANN, DARYLL L E000101	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070121	541.78	JULY 21		00014809	07/01/2021
				Check Total:	**541.78**				
EP	TRIFOS, WILLIAM E000104	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070121	1,445.00	JULY 21		00014810	07/01/2021
				Check Total:	**1,445.00**				
EP	VALENTINE, THOMAS E000118	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070121	592.00	JULY 21		00014811	07/01/2021
				Check Total:	**592.00**				
EP	VERSTYNEN, WILLIAM E000092	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070121	168.56	JULY 21		00014812	07/01/2021
				Check Total:	**168.56**				
EP	WAHL, KATHLEEN A E000030	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070121	199.00	JULY 21		00014813	07/01/2021
				Check Total:	**199.00**				
EP	WIEST, STEPHEN E000079	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070121	542.00	JULY 21		00014814	07/01/2021
				Check Total:	**542.00**				
EP	WORDEN, LARRY M E000116	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070121	592.00	JULY 21		00014815	07/01/2021
				Check Total:	**592.00**				
EP	YAMAGUCHI, BRIAN E000123	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070121	1,356.00	JULY 21		00014816	07/01/2021

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For 06/29/2021

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
				Check Total:	**1,356.00**				
EP	ZINN, JOHN E000009	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070121	1,196.68	JULY 21		00014817	07/01/2021
				Check Total:	**1,196.68**				
EP	CALIFORNIA PUBLIC V006234	JULY FIRE MEDICAL INSURANCE	395000-4715 ISF Health Ins Reimbursement	ACH062921	29,869.06	10000001646328		00014818	07/01/2021
EP	CALIFORNIA PUBLIC V006234	JULY MEDICAL INSURANCE PMT	395000-4715 ISF Health Ins Reimbursement	ACH062921	166,634.63	10000016463279		00014818	07/01/2021
EP	CALIFORNIA PUBLIC V006234	JULY MEDICAL INSURANCE PMT	395083-5161 Health Insurance Premiums	ACH062921	15,090.80	10000016463279		00014818	07/01/2021
				Check Total:	**211,594.49**				
				Type Total:	**275,490.03**				
				Check Total:	**275,490.03**				

Placentia City Council
AGENDA REPORT

SECOND READING AND ADOPTION
Ord No. O-2021-06 Date 07/06/2021 Item No. 1.d.
First reading approved on 06/15/2021 Item 2.b (Date)
Reviewed and Approved:
Department Head
Deputy City Clerk Karen O'Leary

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR / PUBLIC SERVICES AND INFRASTRUCTURE

DATE: JUNE 15, 2021

SUBJECT: **PUBLIC HEARING ON AMENDMENT TO THE CITY'S URBAN FOREST PROTECTION ORDINANCE**

FISCAL IMPACT: There is no direct fiscal impact associated with the Staff recommendations.

SUMMARY:

In 2018, the City Tree Advisory Ad-Hoc Committee was established by the City Council to help manage and protect the City's urban forest through the adoption of an Urban Forest Management Program and updated, comprehensive, municipal tree protection Ordinance. In 2019, the City Council adopted the City's Urban Forest Management Program and on June 2, 2020, the City Council adopted the Urban Forest Protection Ordinance via Ordinance No. O-2020-04 which codified the Urban Forest Management Program into an enforceable citywide Ordinance. This Ordinance regulates the planting, removal, and maintenance of City trees. City trees are defined as any tree which is located in a place or area under ownership or control of the City including but without limitation to streets, parkways, open space, and City-owned property.

During this past year, Staff has been evaluating contractor safety requirements for performing tree maintenance services and is proposing an Amendment to the City's tree protection Ordinance to require the use of a presence sensing device on any wood chipper operated by the City's contractor within City limits. On June 1, 2021, the City Council continued the Public Hearing to the Regular meeting of June 15, 2021, to allow sufficient time for the City Attorney's Office to provide a legal review of the proposed Amendment to the Ordinance. Staff is presenting the proposed Amendment to the City Council for its review and consideration.

RECOMMENDATION:

1. Open the Public Hearing concerning Ordinance No. O-2021-06; and
2. Receive the Staff Report, consider all public testimony, and ask any questions of Staff; and
3. Close the Public Hearing; and

1.d.
July 6, 2021
2. b.
June 15, 2021

4. Waive full reading, by title only, and introduce for first reading, Ordinance No. O-2021-06, an Ordinance of the City Council of the City of Placentia, California, amending Chapter 14.12 of the Placentia Municipal Code entitled "Urban Forestry Management and Protection Ordinance" to add provisions pertaining to contractors performing tree maintenance services in the City.

DISCUSSION:

In 2018, the City Tree Advisory Ad-Hoc Committee was established by the City Council to help manage and protect the City's urban forest through the adoption of an Urban Forest Management Program and updated, comprehensive, municipal tree protection Ordinance. In 2019, the City Council adopted the City's Urban Forest Management Program and on June 2, 2020, the City Council adopted the Urban Forest Protection Ordinance via Ordinance No. O-2020-04 which codified the Urban Forest Management Program into an enforceable citywide Ordinance. This Ordinance regulates the planting, removal, and maintenance of City trees. City trees are defined as any tree which is located in a place or area under ownership or control of the City including but without limitation to streets, parkways, open space, and City-owned property.

During this past year, Staff has been evaluating contractor safety requirements for performing tree maintenance services and is proposing an Amendment to the City's tree protection Ordinance to require the use of a presence sensing device on any woodchipper operated by the City's contractor within the City limits. Earlier this year, the City purchased and installed a presence sensing device on the City's own woodchipper to provide additional safety for its employees.

Woodchippers are mechanical devices that utilize a rotating cutting head to grind brush, branches, and other material from trees and shrubs into smaller chips. They are utilized to consolidate waste material into transportable volumes for offsite disposal. A presence sensing device on wood chippers interrupts power to the infeed rollers and stops motion before injuring an operator and is a supplemental safety device to the standard manually activated stop bar installed by chipper manufacturers. Current State safety regulations for tree maintenance work do not adequately prevent operators of woodchippers from having any part of their body from reaching areas of the chipper that would cause injury prior to manually activating the existing safety system on the wood-chipper machine.

The proposed Ordinance Amendment would require any contractor performing tree maintenance work under contract with the City to utilize a tree and brush chipper equipped with a presence sensing system designed, constructed, and arranged to create a sensing field or area that would interrupt power to the infeed rollers and stop motion before injuring the operator when conducting wood chipping operations within City limits. Staff is proposing this Amendment to ensure contractors performing tree maintenance service for the City are taking all available safety measures to prevent injuries occurring under a City contract. Additionally, the City's existing tree trimming contractor has agreed to adhere to this new requirement as part of a proposed contract term extension with the City.

Prepared by:

Elsa Y. Robinson
Management Analyst

Reviewed and approved:

Luis Estevez
Deputy City Administrator

Reviewed and approved:

Damien R. Arrula
City Administrator

Attachment:

Ordinance O-2021-06; Amendment to Urban Forest Protection Ordinance

ORDINANCE NO. O-2021-06

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, AMENDING CHAPTER 14.12 OF THE PLACENTIA MUNICIPAL CODE ENTITLED "URBAN FORESTRY MANAGEMENT AND PROTECTION ORDINANCE" TO ADD PROVISIONS PERTAINING TO CONTRACTORS PERFORMING TREE MAINTENANCE SERVICES IN THE CITY

City Attorney's Summary

This Ordinance amends provisions of Chapter 14.12 (Urban Forest Protection Ordinance of the Placentia Municipal Code and adopts amended regulations regarding contractors performing tree maintenance services in the City.

WHEREAS, the City of Placentia adopted the Urban Forest Protection Ordinance on June 2, 2020, via Ordinance No. O-2020-04; and

WHEREAS, the City Council of the City of Placentia desires to amend this ordinance to add provisions to contractor safety requirements for performing tree maintenance services; and

NOW, THEREFORE, the City Council of the City of Placentia does hereby find, determine, and ordain as follows:

Section 1. The City Council finds that all the facts, findings, and conclusions set forth above in this Ordinance are correct.

Section 2. Chapter 14.12 of Placentia Municipal Code is hereby added to the Placentia Municipal Code by adding "City Contractor Safety Requirements" to read as follows; all other provisions remain the same:

Chapter 14.12.260 City Contractor Safety Requirements

Any contractor performing tree maintenance work under contract with the City shall be required to utilize a tree and brush chipper equipped with a presence sensing system designed, constructed, and arranged to create a sensing field or area that would interrupt power to the infeed rollers and stop motion before injuring the operator when conducting wood chipping operations within City limits.

Section 3. Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase in this Ordinance or any part thereof is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase

thereof irrespective of the fact that anyone (1) or more subsections, subdivisions, paragraphs, sentences, clauses, or phrases be declared unconstitutional, or invalid, or ineffective, provided the basic purposes of this Ordinance and the benefits to the City and the public are not substantially impaired.

Section 4. The Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same, or the summary thereof, to be published and posted pursuant to the provisions of law and this Ordinance shall take effect thirty (30) days after passage.

INTRODUCED at a regular meeting of the City Council of the City of Placentia held on June 15, 2021.

PASSED, APPROVED AND ADOPTED this 6th day of July 2021.

_____
Craig S. Green, Mayor

ATTEST:

_____
Robert S. McKinnell, City Clerk

I, Robert S. McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Placentia, held on the 15th day of June 2021, and adopted at a regular meeting of the City Council of the City of Placentia, held on the 6th day of July 2021 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

Placentia City Council
AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR / PUBLIC SERVICES AND INFRASTRUCTURE

DATE: JULY 6, 2021

SUBJECT: **PROFESSIONAL SERVICES AGREEMENTS FOR ON-CALL PRIVATE DEVELOPMENT PLAN CHECK SERVICES**

FISCAL IMPACT:	EXPENSE:	$225,000	PROFESSIONAL ENGINEERING SERVICES (103551-6290)
	REVENUE:	$225,000	PASS-THROUGH COST 100% COVERED BY APPLICANT PLAN CHECK FEES (103551-4399)

SUMMARY:

In order to meet the engineering plan check demand for private development projects in a timely manner, on-call plan check services provided by professional consultants who specialize in certain areas have been utilized to support City Staff in this effort. The City currently maintains a bench list of three (3) different consulting firms it calls upon to provide these services and these existing agreements are set to expire soon. Staff issued a formal Request for Proposals ("RFP") for on-call plan check services and solicited competitive proposals from qualified engineering firms. A total of six (6) proposals were received.

After a thorough review of the proposals by Staff, a bench list of the top three (3) ranked firms are proposed to place under contract to provide the City with these services for all ongoing and future private development projects. These services include plan check entitlement reviews, preliminary tract and parcel map reviews, review of Water Quality Management and Storm Water Pollution Prevention Plans, and plan check review of street improvement plans. In addition, these consultants would review technical engineering reports such as sewer and storm drain capacity studies. The cost to provide these services, including City overhead costs are covered by private developers via established plan check fees and deposits charged to all project applicants.

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Award Professional Services Agreements for not-to-exceed amounts of $75,000 each to HR Green Pacific, Inc.; Bureau Veritas North America, Inc.; and Transtech Engineers, Inc. for On-Call Plan Check Services for an initial three-year term ending June 30, 2024; 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 a two-year 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:

As a result of the need to retain the professional assistance from qualified consultants to assist Staff with plan checking services in support of private development projects in the City, Staff prepared an RFP for these services. A total of eight (8) proposals were received from qualified consulting firms with extensive experience in municipal plan checking services. These proposals were evaluated by City Staff and the following is the combined final scores and rankings:

NO.	RANKING	CONSULTANT	TOTAL SCORE
1	1	HR Green Inc.	280
2	2	Bureau Veritas North America, Inc.	279
3	2	Transtech Inc.	279
4	3	NV5, Inc.	262
5	4	Intrawest Consulting Group, Inc.	257
6	5	CSG Consultants Inc.	254
7	5	Charles Abbott Associates, Inc. AA	254
8	6	PdM Consulting, Inc.	213

Based on each firm's extensive experience and expertise in providing plan checking services, the three (3) top firms scored highly in the evaluation process. By utilizing more than one (1) firm to provide these services, the City can achieve greater flexibility in turning over plan check reviews in a timely fashion. Individual plan check projects are assigned based on the type of work to be performed as the expertise and experience of each firm varies. As demand for these external services continues to grow, this additional plan check resource will help the City meet this demand and fulfill development deadlines over the next several years.

The top three (3) ranked firms are familiar with the needs of the City, the requirements of the contract terms and conditions and Staff's expectations for timely turnaround on plan check reviews. The scope of services under these contracts will include on-call plan check of various plan types and reports such as:

- Rough/Precise Grading Plans
- Erosion Control Plans
- Water Quality Management Plans (WQMPs)
- Sewer Capacity Studies
- Hydrology and Hydraulics Reports
- Tentative Parcel/Tract Maps
- Lot Line Adjustments and Mergers
- Street Improvement Plans
- Storm Drain Plans
- Sanitary Sewer Plans

HR Green Pacific, Inc. and Transtech are currently providing the City with plan check services and their performance over the past several years has been excellent. Both firms have been responsive to the City's needs and have worked well with the various private teams developing projects in Placentia. Staff proposes the City enter into separate on-call agreements with three (3) consultants for plan check services. The cost of these services is paid in advance by project applicants and property developers. The consultants shall perform these services as described in each task order at the direction of the City Engineer, based on the agreed cost per sheet basis as enumerated in the fee schedule that was recently adopted by the City Council.

FISCAL IMPACT:

The cost for plan checking services along with the City's overhead is offset by the plan check fees collected from developers and project applicants in accordance with the City's adopted Fee Schedule. Accordingly, sufficient funds exist to pay for these services on an on-going, as-needed basis.

Prepared by:

Masoud Sepahi, P.E.
City Engineer

Reviewed and approved:

Jessica Brown
Director of Finance

Reviewed and approved:

Luis Estevez
Deputy City Administrator

Reviewed and approved:

Damien R. Arrula
City Administrator

Attachments:

1. Professional Services Agreement with HR Green Pacific, Inc.
2. Professional Services Agreement with Bureau Veritas North America, Inc.
3. Professional Services Agreement with Transtech Inc.

CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH
HR GREEN PACIFIC INC

THIS AGREEMENT is made and entered into this 6TH day of July, 2021 (Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and HR Green Pacific 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 for private developments, 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 independantly 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 June 30, 2024, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. One (1) two-year term extension is available based on Consultant performance and at the discretion of the City.

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 from #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 that 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 polices 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:

HR Green Pacific Inc
1260 Court Pointe Court,
Suite 305
Tel: 855-900-4742
Fax: N/A
Attn: Tina York, P.E

IF TO CITY:

City of Placentia
401 E. Chapman
Placentia, CA 92870
Tel: 714-993-8148
Fax: N/A
Attn: Masoud Sepahi,
City Engineer

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

_____ Date: _____
Damien R. Arrula, City Administrator

ATTEST:

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

CONSULTANT

_____ Date: _____
Signature

_____
Name and Title

_____
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

_____ Date: _____
Christian L. Bettenhausen, City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____
Rosanna Ramirez, Deputy City Administrator

APPROVED AS TO CONTENT:

_____ Date: _____
Masoud, Sepahi, Project Manager

DEPARTMENTAL APPROVAL

_____ Date: _____
Luis Estevez, Deputy City Administrator

EXHIBIT A

CONSULTANT'S PROPOSAL AND FEE SCHEDULE

SEE ATTACHED FEE SCHEDULE

ATTACHMENT TO EXHIBIT A
ON-CALL PLAN CHECK SERVICES FEE SCHEDULE

Consultant shall serve on an on-call basis. The contract not-to-exceed amount is $75,000 unless increased under a formal contract amendment. Consultant must be able to begin work upon approval and award of contract by the City Council. In general, the time for completion of each plan check may vary, however a maximum turnaround time of 10 working days (2 weeks) will be expected. Some plan checks may require a faster response time as identified by the City Engineer.

SCOPE OF ON-CALL PLAN CHECK SERVICES - The cost for each item listed below shall include burdened rates for all of the staff time, quality check, delivery and processing. The review cost shall include up to 3 submittals for each project being submitted.

PLANCHECK TYPE	REVIEW FEE 1ST SHEET	REVIEW FEE ADD. SHEETS
Tentative & Final Tract / parcel map review *	$801	$801
Lot line adjustment and merger	$801	$801
Grading Plan (Precise)	$642	$642
Grading Plan (Rough)	$642	$642
Street Improvement Plan	$642	$642
Erosion Control Plan	$642	$642
Storm Drain Plan	$642	$642
Sanitary Sewer Plan	$642	$642

REPORT TYPE	FEE PER REVIEW
Sewer Capacity Study Report.	$750
Hydrology/Drainage Reports	$750

*Consultant is responsible for review for compliance with the approved tentative map, conditions of approval, the subdivision map act, and local ordinances. The Fees for Plan checking of lot-line adjustments, Parcel Maps and Tract Maps shall cover review of all of the backup documents, including but not limited to title reports, Monumentation notes, drainage reports, easements, and survey notes and exhibits.

EXHIBIT B

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/04/2021

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

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

PRODUCER	CONTACT NAME: Misty Sunnes
Holmes Murphy & Assoc - CR 1-800-300-0325 201 First Street SE, Suite 700 Cedar Rapids, IA 52401	PHONE (A/C, No, Ext): 319-896-7670 FAX (A/C, No): E-MAIL ADDRESS: msunnes@holmesmurphy.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Zurich American Insurance Company	16535
INSURER B: Travelers Property Casualty Company of	25674
INSURER C: XL SPECIALTY INS CO	37885
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
HR Green Pacific, Inc.
1260 Corona Point Court
Suite 305
Corona, CA 92879-5013

COVERAGES **CERTIFICATE NUMBER:** 62116663 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			GLO373096711	01/01/21	01/01/22	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			BAP373096811	01/01/21	01/01/22	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			ZUP14N8656621	01/01/21	01/01/22	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC373096611	01/01/21	01/01/22	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Professional Liability (Claims Made Coverage)			DPR9970726	01/01/21	01/01/22	Per Claim Aggregate	5,000,000 10,000,000

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

Project No. 210213 - Placentia, CA - On-Call Construction Management and Inspection
City of Placentia and its elected and appointed boards, officers, officials, agents, employee, and volunteers are additional insureds on the General Liability and Auto Liability on a primary and non-contributory basis as required by written contract with the insured, per policy terms and conditions. The Workers Compensation includes a Waiver of Subrogation in favor of the additional insureds as required by written contract with the insured, per policy terms and conditions. 30 days' notice of cancellation with a 10-day exception for non-payment of premium will be provided per policy terms and conditions.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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POLICY NUMBER: BAP 3730968-11

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

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

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

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

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

Named Insured: HR GREEN PACIFIC, INC.

Endorsement Effective Date:

SCHEDULE

Name Of Person(s) Or Organization(s):
ANYONE REQUIRED BY WRITTEN CONTRACT, EXECUTED PRIOR TO THE LOSS, TO BE NAMED AS ADDITIONAL INSURED.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.

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Notification to Others of Cancellation

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
BAP 3730968-11	01/01/2021	01/01/2022	01/01/2021	37-179-000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

A. If we cancel this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation:

1. To the name and address corresponding to each person or organization shown in the Schedule below; and
2. At least 10 days prior to the effective date of the cancellation, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE

Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
AS REQUIRED BY A WRITTEN CONTRACT ✓	30

All other terms and conditions of this policy remain unchanged.

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Additional Insured – Automatic – Owners, Lessees Or Contractors

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO3730967-11	01/01/2021	01/01/2022	01/01/2021	37-179-000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: HR GREEN PACIFIC, INC.

Address (including ZIP Code):
1260 Corona Point Court
Corona, CA 92879

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

A. Section **II – Who Is An Insured** is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf,

in the performance of your ongoing operations or "your work" as included in the "products-completed operations hazard", which is the subject of the written contract or written agreement.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

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 failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

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C. The following is added to Paragraph **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit of Section **IV – Commercial General Liability Conditions**:

The additional insured must see to it that:

1. We are notified as soon as practicable of an "occurrence" or offense that may result in a claim;

2. We receive written notice of a claim or "suit" as soon as practicable; and

3. A request for defense and indemnity of the claim or "suit" will promptly be brought against any policy issued by another insurer under which the additional insured may be an insured in any capacity. This provision does not apply to insurance on which the additional insured is a Named Insured if the written contract or written agreement requires that this coverage be primary and non-contributory.

D. For the purposes of the coverage provided by this endorsement:

1. The following is added to the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

Primary and Noncontributory insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

a. The additional insured is a Named Insured under such other insurance; and

b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

2. The following paragraph is added to Paragraph **4.b.** of the Other Insurance Condition of Section **IV – Commercial General Liability Conditions**:

This insurance is excess over:

Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", offense, claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by a written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

E. This endorsement does not apply to an additional insured which has been added to this policy by an endorsement showing the additional insured in a Schedule of additional insureds, and which endorsement applies specifically to that identified additional insured.

F. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section **III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or written agreement referenced in Paragraph **A.** of this endorsement; or

2. Available under the applicable Limits of Insurance shown in the Declarations,

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

All other terms and conditions of this policy remain unchanged.

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Notification to Others of Cancellation

ZURICH

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO3730967-11	01/01/2021	01/01/2022	01/01/2021	37-179-000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part
Liquor Liability Coverage Part
Products/Completed Operations Liability Coverage Part

A. If we cancel this Coverage Part(s) by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation:

1. To the name and address corresponding to each person or organization shown in the Schedule below; and
2. At least 10 days prior to the effective date of the cancellation, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this Coverage Part(s) by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	**Number of Days Notice:**
Blanket as required by a written contract	**30**

All other terms and conditions of this policy remain unchanged.

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POLICY NUMBER: ZUP-14N86566-21-NF ISSUE DATE: 12/15/20

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED PERSON OR ORGANIZATION – NOTICE OF CANCELLATION PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THE POLICY

SCHEDULE

Cancellation: **Number of Days Notice:** 30

Person or organization:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTENCONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUTONLY IF:1. THE FIRST NAMED INSURED SENDS US A WRITTEN REQUEST TO PROVIDE SUCHNOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION, AFTER YOU RECEIVE NOTICE FROM US OF THE CANCELLATION OF THIS POLICY, AND 2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THEBEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THE SCHEDULE

Address:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS

If we cancel this policy for any legally permitted reason other than nonpayment of premium, and a number of days is shown for Cancellation in the Schedule above, we will mail notice of cancellation to the person or organization shown in such Schedule. We will mail such notice to the address shown in the Schedule above at least the number of days shown for Cancellation in such Schedule before the effective date of cancellation.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

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.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER OF RIGHTS FROM US.

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

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

Endorsement Effective 01/01/2021 Policy No. WC 3730966-11 Endorsement No.

Insured HR GREEN PACIFIC, INC. Premium $

Insurance Company ZURICH AMERICAN INSURANCE CO. Countersigned By

WC 00 03 13
(Ed. 4-84)

Copyright 1983 National Council on Compensation Insurance

NOTIFICATION TO OTHERS OF CANCELLATION ENDORSEMENT

This endorsement is used to add the following to Part Six of the policy.

PART SIX
CONDITIONS

A. If we cancel this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE

Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
Blanket as required by a written contract	30 Days

All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 01/01/2021 Policy No. WC 3730966-11 Endorsement No.
Insured Premium $

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CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH
BUREAU VERITAS NORTH AMERICA INC

THIS AGREEMENT is made and entered into this 6TH day of July, 2021 (Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and Bureau Veritas North America 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 for private developments, 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 independantly 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 June 30, 2024, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. One (1) additional two-year term extension is available based on Consultant performance and at the discretion of the City.

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 from #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 that 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 polices 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:

Bureau Veritas North America Inc
1940 East Deere Avenue, Suite 210
Santa Ana, CA 92705
Tel: 714-431-4123
Fax: N/A
Attn: trang.huynh@bureauveritas.com

IF TO CITY:

City of Placentia
401 E. Chapman
Placentia, CA 92870

Tel: 714-993-8148
Fax: N/A
Attn: Masoud Sepahi, City Engineer

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

_____ Date: _____
Damien R. Arrula, City Administrator

ATTEST:

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

CONSULTANT

_____ Date: _____
Signature

_____
Name and Title

_____
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

_____ Date: _____
Christian L. Bettenhausen, City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____
Rosanna Ramirez, Deputy City Administrator

APPROVED AS TO CONTENT:

_____ Date: _____
Masoud, Sepahi, Project Manager

DEPARTMENTAL APPROVAL

_____ Date: _____
Luis Estevez, Deputy City Administrator

EXHIBIT A

CONSULTANT'S PROPOSAL AND SCOPE OF WORK

ATTACHMENT TO EXHIBIT A
ON-CALL PLAN CHECK SERVICES FEE SCHEDULE

Consultant shall serve on an on-call basis. The contract not-to-exceed amount is $75,000 unless increased under a formal contract amendment. Consultant must be able to begin work upon approval and award of contract by the City Council. In general, the time for completion of each plan check may vary, however a maximum turnaround time of 10 working days (2 weeks) will be expected. Some plan checks may require a faster response time as identified by the City Engineer.

SCOPE OF ON-CALL PLAN CHECK SERVICES - The cost for each item listed below shall include burdened rates for all of the staff time, quality check, delivery and processing. The review cost shall include up to 3 submittals for each project being submitted.

PLANCHECK TYPE	REVIEW FEE 1ST SHEET	REVIEW FEE ADD. SHEETS
Tentative & Final Tract / parcel map review *	$801	$801
Lot line adjustment and merger	$801	$801
Grading Plan (Precise)	$642	$642
Grading Plan (Rough)	$642	$642
Street Improvement Plan	$642	$642
Erosion Control Plan	$642	$642
Storm Drain Plan	$642	$642
Sanitary Sewer Plan	$642	$642

REPORT TYPE	FEE PER REVIEW
Sewer Capacity Study Report.	$750
Hydrology/Drainage Reports	$750

*Consultant is responsible for review for compliance with the approved tentative map, conditions of approval, the subdivision map act, and local ordinances. The Fees for Plan checking of lot-line adjustments, Parcel Maps and Tract Maps shall cover review of all of the backup documents, including but not limited to title reports, Monumentation notes, drainage reports, easements, and survey notes and exhibits.

EXHIBIT B

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 12/22/2020

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

PRODUCER
Aon Risk Services Northeast, Inc.
Aon Risk Services Northeast, Inc.
NY NY Office
One Liberty Plaza
165 Broadway, Suite 3201

CONTACT NAME:
PHONE (A/C, No, Ext): 866-283-7122 **FAX (A/C, No.):** 800-363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Hartford Fire Insurance Co.	19682
INSURER B:	Hartford Underwriters Insurance Company	30104
INSURER C:	Allianz Global Risks US Insurance Co.	35300
INSURER D:	Trumbull Insurance Company	27120
INSURER E:		
INSURER F:		

INSURED
Bureau Veritas North America, Inc.
180 Promenade Circle, Suite 150
Sacramento CA 95834 USA

COVERAGES **CERTIFICATE NUMBER:** 570085338869 **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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			USL00159321	01/01/2021	01/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Deductible	$2,000,000 $1,000,000 $10,000 $2,000,000 $2,000,000 $2,000,000 $10,000
A B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			10 AB S41202 AOS 10 AB S41203 HI	01/01/2021 01/01/2021	01/01/2022 01/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comprehensive Deduct	$2,000,000 $1,000
C	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10,000			USL00163321	01/01/2021	01/01/2022	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	10WNS41200 See State Policy Addendum	01/01/2021	01/01/2022	X PER STATUTE OTH E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
C	Archit&Eng Prof			USF00248021 Claims Made SIR applies per policy terms & conditions	01/01/2021	01/01/2022	Each Claim Aggregate SIR	$1,000,000 $1,000,000 $250,000

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

CERTIFICATE HOLDER

Bureau Veritas North America, Inc.
180 Promenade Circle Suite 150
Sacramento CA 95834 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Northeast, Inc.

Holder Identifier :

Certificate No : 570085338869

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AGENCY CUSTOMER ID: 570000048582

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	Bureau Veritas North America, Inc.
POLICY NUMBER: See Certificate Number: 570085338869	
CARRIER: See Certificate Number: 570085338869 / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	AUTOMOBILE LIABILITY							
A				10 AB S41202 AOS	01/01/2021	01/01/2022	Collision Deductible	$1,000

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AGENCY CUSTOMER ID: 570000048582

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	Bureau Veritas North America, Inc.
POLICY NUMBER	
See Certificate Number: 570085338869	
CARRIER / NAIC CODE	EFFECTIVE DATE:
See Certificate Number: 570085338869	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

Workers Compensation/Employers Liability

10WNS41200 01/01/21-01/01/22 Trumbull Insurance AR,DC,IN,LA,RI,UT
10WNS41200 01/01/21-01/01/22 Twin City Fire Insurance Company FL,ND,OH,WA,WY
10WNS41200 01/01/21-01/01/22 Hartford Insurance Company of the Midwest AK,ID
10WNS41200 01/01/21-01/01/22 Hartford Casualty Insurance Company MO,TX
10WNS41200 01/01/21-01/01/22 Nutmeg Insurance Company CT,IL
10WNS41200 01/01/21-01/01/22 Hartford Fire Insurance Company NH,OR,PA
10WNS41200 01/01/21-01/01/22 Hartford Accident and Indemnity Company AL,GA,KY,ME,MI,MT,NE,NY,TN,VT
10WNS41200 01/01/21-01/01/22 Property /Casualty Insurance Company of Hartford CA,CO,DE,MN,MS,SC
10WNS41200 01/01/21-01/01/22 Hartford Insurance Company of Illinois WV
10WNS41200 01/01/21-01/01/22 Hartford Insurance Company of the Southeast KS,MD
10WNS41200 01/01/21-01/01/22 Hartford Underwriters Insurance Company AZ,HI,MA,NC,NJ,SD,VA
10WNS41200 01/01/21-01/01/22 Sentinel Insurance Company, Limited IA,NM,NV,OK
10WBRS41201 01/01/21-01/01/22 Twin City Fire Insurance Company WI
10WBRS41201 01/01/21-01/01/22 Hartford Fire Insurance Company PR

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CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH
TRANSTECH ENGINEERS INC

THIS AGREEMENT is made and entered into this 6TH day of July, 2021 (Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and Transtech Engineers 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 for private developments, 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 independantly 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 July 06, 2024, 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 from #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 that 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 polices 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:

Transtech Engineers Inc
13367 Benson Avenue
Chino, CA 91710
Tel: 909-595-8599
Fax: N/A
Attn: Ahmad Ansari, Principal

IF TO CITY:

City of Placentia
401 E. Chapman
Placentia, CA 92870
Tel: 714-993-8148
Fax: N/A
Attn: Masoud Sepahi,
City Engineer

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

_____ Date: _____
Damien R. Arrula, City Administrator

ATTEST:

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

CONSULTANT

_____ Date: _____
Signature

_____
Name and Title

_____
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

_____ Date: _____
Christian L. Bettenhausen, City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____
Rosanna Ramirez, Deputy City Administrator

APPROVED AS TO CONTENT:

_____ Date: _____
Masoud, Sepahi, Project Manager

DEPARTMENTAL APPROVAL

_____ Date: _____
Luis Estevez, Deputy City Administrator

EXHIBIT A

CONSULTANT'S PROPOSAL AND FEE SCHEDULE

SEE ATTACHED FEE SCHEDULE

ATTACHMENT TO EXHIBIT A
ON-CALL PLAN CHECK SERVICES FEE SCHEDULE

Consultant shall serve on an on-call basis. The contract not-to-exceed amount is $75,000 unless increased under a formal contract amendment. Consultant must be able to begin work upon approval and award of contract by the City Council. In general, the time for completion of each plan check may vary, however a maximum turnaround time of 10 working days (2 weeks) will be expected. Some plan checks may require a faster response time as identified by the City Engineer.

SCOPE OF ON-CALL PLAN CHECK SERVICES - The cost for each item listed below shall include burdened rates for all of the staff time, quality check, delivery and processing. The review cost shall include up to 3 submittals for each project being submitted.

PLANCHECK TYPE	REVIEW FEE 1ST SHEET	REVIEW FEE ADD. SHEETS
Tentative & Final Tract / parcel map review *	$801	$801
Lot line adjustment and merger	$801	$801
Grading Plan (Precise)	$642	$642
Grading Plan (Rough)	$642	$642
Street Improvement Plan	$642	$642
Erosion Control Plan	$642	$642
Storm Drain Plan	$642	$642
Sanitary Sewer Plan	$642	$642

REPORT TYPE	FEE PER REVIEW
Sewer Capacity Study Report.	$750
Hydrology/Drainage Reports	$750

*Consultant is responsible for review for compliance with the approved tentative map, conditions of approval, the subdivision map act, and local ordinances. The Fees for Plan checking of lot-line adjustments, Parcel Maps and Tract Maps shall cover review of all of the backup documents, including but not limited to title reports, Monumentation notes, drainage reports, easements, and survey notes and exhibits.

EXHIBIT B

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/28/2021

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

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

PRODUCER
Dealey, Renton & Associates
790 E Colorado Blvd., #460
Pasadena CA 91101

License#: 0020739
TRANENG-09

CONTACT NAME: Marie Swaney
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: mswaney@dealeyrenton.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Casualty and Surety Co of America	31194
INSURER B : Travelers Property Casualty Company of America	25674
INSURER C : The Travelers Indemnity Company of Connecticut	25682
INSURER D : Twin City Fire Insurance Company	29459
INSURER E :	
INSURER F :	

INSURED
Transtech Engineers, Inc.
909-595-8599
13367 Benson Ave
Chino CA 91710-3009

COVERAGES **CERTIFICATE NUMBER:** 765629383 **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	X COMMERCIAL GENERAL LIABILITY	Y	Y	6805H737478	12/31/2020	12/31/2021	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Contractual Liab						MED EXP (Any one person)	$ 10,000
	X XCU Included						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
C	AUTOMOBILE LIABILITY	Y	Y	BA3R067451	12/31/2020	12/31/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X NoOwnedAutos							$
B	X UMBRELLA LIAB X OCCUR	Y	Y	CUP4F17434A	12/31/2020	12/31/2021	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 0							$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A	Y	72WEGAA5O8A	9/1/2020	9/1/2021	X PER STATUTE / OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Professional Liability			107328311	12/31/2020	12/31/2021	Per Claim Aggregate Limit	2,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Insured owns no company vehicles; therefore, hired/non-owned auto is the maximum coverage that applies. Umbrella policy is follow-form to its underlying Policies: General Liability/Auto Liability/Employers Liability. Professional Liability is E&O Liability.
Re: On-Call Constr Mgmnt & Inspection Svcs -
The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are named as an additional insureds as respects general and auto liability as required per written contract or agreement. General Liability is Primary/Non-Contributory per policy form wording. Insurance coverage includes waiver of subrogation per the attached endorsements.
CANCELLATION/CHANGE: 30 Day Notice of Cancellation will be sent to the certificate holder.

CERTIFICATE HOLDER

City of Placentia
Attn: Masoud Sepahi, P.E., City Engineer
401 E. Chapman
Placentia CA 92870

CANCELLATION 30 Day Notice will be sent to holder

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

Policy Number: 72WEGAA5O8A
Endorsement Number:
Effective Date: 09/01/2020 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: Transtech Engineers, Inc.
13367 Benson Ave
Chino, CA 91710-3009

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.

Policy Expiration Date: 09/01/2021

c. **Method Of Sharing**

If all of 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.

d. **Primary And Non-Contributory Insurance If Required By Written Contract**

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. **Premium Audit**

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. **Representations**

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us; and

c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. **Separation Of Insureds**

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part 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.

8. **Transfer Of Rights Of Recovery Against Others To Us**

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. **When We Do Not Renew**

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and

b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

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occupational therapist or occupational therapy assistant, physical therapist or speech-language pathologist; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by, or with the knowledge or consent of the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section **II** – Who Is An Insured.

K. MEDICAL PAYMENTS – INCREASED LIMIT

The following replaces Paragraph **7.** of **SECTION III – LIMITS OF INSURANCE**:

7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person, and will be the higher of:

a. $10,000; or

b. The amount shown in the Declarations of this Coverage Part for Medical Expense Limit.

L. AMENDMENT OF EXCESS INSURANCE CONDITION – PROFESSIONAL LIABILITY

The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis, that is Professional Liability or similar coverage, to the extent the loss is not subject to the professional services exclusion of Coverage **A** or Coverage **B**.

M. BLANKET WAIVER OF SUBROGATION – WHEN REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a written contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the signing of that contract or agreement.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

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

The following replaces Paragraph **A.5., Transfer of Rights Of Recovery Against Others To Us**, of the **CONDITIONS** Section:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

The following is added to Paragraph **c.** in **A.1., Who Is An Insured,** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **BUSINESS AUTO COVERAGE FORM** and Paragraph **e.** in **A.1., Who Is An Insured,** of **SECTION II – COVERED AUTOS LIABILITY COVERAGE** in the **MOTOR CARRIER COVERAGE FORM**, whichever Coverage Form is part of your policy:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

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POLICY NUMBER: 6805H737478

COMMERCIAL GENERAL LIABILITY
ISSUED DATE: 4/28/2021

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you agree in a written contract to include as an additional insured on this Coverage Part for "bodily injury" or "property damage" included in the "products-completed operations hazard", provided that such contract was signed and executed by you before, and is in effect when, the bodily injury or property damage occurs.

Location And Description Of Completed Operations

Any project to which an applicable contract described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

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

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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POLICY NUMBER 6805H737478

COMMERCIAL GENERAL LIABILITY
ISSUED DATE: 4/28/2021

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Names of Additional Insured Person(s) or Organization(s):

Any person or organization that you agree in a written contract, on this Coverage Part, provided that such written contract was signed and executed by you before, and is in effect when the "bodily injury" or "property damage" occurs or the "personal injury" or "advertising injury" offense is committed.

Location of Covered Operations:

Any project to which an applicable written contract with the described in the Name of Additional Insured Person(s) or Organization(s) section of this Schedule applies.

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

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring, or "personal injury" or "advertising injury" arising out of an offense committed, after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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Placentia City Council
AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR / PUBLIC SERVICES AND INFRASTRUCTURE

DATE: JULY 6, 2021

SUBJECT: **PROFESSIONAL SERVICES AGREEMENT FOR THE ATWOOD MULTIPURPOSE TRAIL PRELIMINARY ENGINEERING DESIGN AND ENVIRONMENTAL CLEARANCE**

FISCAL IMPACT:
EXPENSE: $335,941 PROFESSIONAL SERVICES AGREEMENT
BUDGET: $350,000 FY 2020-21 CIP BUDGET ROLLOVER (692003-6185)
No General Fund Dollars will be used on this project.

SUMMARY:

On June 10, 2019, the Orange County Transportation Authority (OCTA) approved the City's grant application to the Bicycle Corridor Improvement Program ("BCIP") for the proposed Atwood Recreation Trail in the amount of $350,000, which includes a 20% (twenty percent) matching contribution from the City. This grant provides funding for a 30% (thirty percent) complete preliminary engineering design and environmental review and clearance for a proposed multipurpose recreational trail along the Atwood Flood Control Channel. The proposed trail would connect Veteran's Village to the east with a new residential project on Van Buren Street to the west.

On March 31, 2021, Staff issued a Request for Proposals ("RFP") for competitive proposals for professional environmental review and preliminary engineering design service in support of the Atwood Multipurpose Trail project. Staff received four (4) proposals for these services and after a thorough review, is recommending Alta Planning + Design, Inc. ("Alta"), based upon their qualifications, experience, and technical expertise. The proposed Class I Atwood trail will provide off-street commuter and recreational opportunities for people walking and biking between Lakeview Avenue and Van Buren Street. Alta has extensive experience in developing Class I trail projects across the country and developed many of the standards and best practices for bicycle, pedestrian, and trail facilities. Alta will provide the City with preliminary engineering design and environmental studies by applying their proven approaches to getting Atwood Multipurpose Trail planned and environmentally approved. The Alta team proposes to complete this initial effort by November 2022 and will aid the City in pursuing grant funds for the final engineering phase of the project.

1.f.
July 6, 2021

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Award a Professional Services Agreement for environmental and preliminary engineering design services for the Atwood Multipurpose Trail Project to Alta Planning + Design, Inc. for a not-to-exceed amount of $335,941; and

2. Authorize the City Administrator to approve contract change orders up to $14,059; 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 2019, the OCTA Board of Directors approved $25 million in air quality funds under the Federal BCIP to 17 projects countywide, including funds for Environmental Review and Preliminary Design for the 0.6-mile Atwood Multipurpose Trail along the County of Orange-maintained Atwood Channel. The proposed Atwood Trail project will provide commuting and recreational opportunities for people walking and biking between Lakeview Avenue and Van Buren Street, directly adjacent to Parque de Los Ninos and the Veterans Village facility. The Atwood multipurpose trail will incentivize new active transportation users and promote public health by providing residents a dedicated Class I trail with full Americans with Disabilities Act (ADA) accessibility, landscaping enhancements, and amenities. The budget for the project is $350,000, of which a total of $280,000 is funded by OCTA.

On March 31, 2021, Staff issued an RFP soliciting competitive proposals for preliminary engineering design and environmental review and clearance services for this project. On April 29, 2021, the City received four (4) competitive proposals from qualified engineering firms. Staff conducted a thorough review of the four (4) proposals received and scored them in accordance with the scoring criteria in the RFP. Alta ranked first based upon their overall experience and expertise with similar projects and their understanding of the scope of work and approach to the City's project.

CONSULTANT	RFP SCORE	RANKING
Alta Planning + Design	92	1
KOA Corporation	89	2
Civil Works Engineers	78	3
JMD	77	4

Alta is a leading firm specializing in the planning and design of trail and pathway facilities and systems, and has studied, planned, designed, and implemented more than 10,000 miles of bikeways, walkways, and trails. Their recent projects in the southern California region include Metro LA River Path, Riverside Gage Canal Multipurpose Recreational Trail, and Rialto Pacific Electric Trail Expansion Feasibility Study. The Alta team will provide the City with a deep bench

of expertise in trail design, landscaping, and environmental clearance process that helps the City navigate the specific design challenges and find appropriate solutions for the Atwood Trail Project.

The scope of services includes Project Approval and Environmental Documentation ("PA&ED") that entail 30% (thirty percent) trail design, feasibility study, preliminary cost estimate, right of way and utility coordination, and environmental studies with California Environmental Quality Act/National Environmental Policy Act ("CEQA/NEPA") compliance. Alta will complete the PA&ED phase of this project by November 2022. Staff anticipates submitting future grant applications to the BCIP for final engineering and construction funding. Alta also has extensive experience in grant and project funding for many jurisdictions. The Alta team proposes to prepare the project data and estimate in a suite of grant-ready forms that can facilitate the City's effort in seeking future grants for the Atwood Multipurpose Trail.

FISCAL IMPACT:

The total cost for the professional engineering and consulting services amounts to $335,941. A total of $350,000 was budgeted in the Fiscal Year ("FY") 2020-21 Capital Improvement Program Budget and carried-forward to FY 2021-22 to cover these costs. As such, sufficient funds exist for the recommended actions. The BCIP grant funds provide a total of $280,000 towards these costs with the City providing a 20% (twenty percent) matching contribution of $70,000 in Quimby Development Impact Fees. No General Fund dollars will be used for this effort.

Prepared by:

Kyra Tao
Transportation Manager

Reviewed and approved:

Jessica Brown
Director of Finance

Reviewed and approved:

Luis Estevez
Deputy City Administrator

Reviewed and approved:

Damien R. Arrula
City Administrator

Attachment:
Professional Services Agreement with Alta Planning + Design, Inc.

CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH
ALTA PLANNING + DESIGN

THIS AGREEMENT is made and entered into this 18TH day of May, 2021 (Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and Alta Planning + Design, 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 preliminary engineering design and environmental clearance 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 independantly 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 Three Hundred and Thirty Five Thousand Nine Hundred and Fourty-One Dollars ($ 335,941.00).

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 24 months, ending on July 9th , 2023, 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 from #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 that 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 polices 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:

Alta Planning + Design
617 W. 7th Street, Suite 1103
Los Angeles, CA, 90017
Tel: 213-952-5062
Fax: N/A
ATTN: Greg Maher,
Principal-In-Charge

IF TO CITY:

City of Placentia
401 E. Chapman
Placentia, CA 92870
Tel: 714-993-8148
Fax: N/A
Attn: Kyra Tao,
Transportation Manager

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

_____ Date: _____
Damien R. Arrula, City Administrator

ATTEST:

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

CONSULTANT

_____ Date: _____
Signature

_____
Name and Title

_____
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

_____ Date: _____
Christian L. Bettenhausen, City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____
Rosanna Ramirez, Deputy City Administrator

APPROVED AS TO CONTENT:

_____ Date: _____
Kyra Tao, Project Manager

DEPARTMENTAL APPROVAL

_____ Date: _____
Luis Estevez, Deputy City Administrator

EXHIBIT A

CONSULTANT'S PROPOSAL AND SCOPE OF WORK



TECHNICAL PROPOSAL

PROFESSIONAL ENVIRONMENTAL AND ENGINEERING DESIGN SERVICES FOR:

Atwood Multipurpose Trail

City of Placentia

REVISED: JUNE 22, 2021

PREPARED BY:
ALTA PLANNING + DESIGN, INC.

IN ASSOCIATION WITH:
SAPPHOS ENVIRONMENTAL, INC
COAST SURVEYING, INC.
CRAFTWATER ENGINEERING, INC
EPIC LAND SOLUTIONS, INC.
BENGAL ENGINEERING, INC.

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Cover Letter

alta



Kyra Tao
Transportation Manager
City of Placentia, Public Works Department
401 East Chapman Avenue
Placentia, CA 92870

APRIL 29, 2021

Re: Technical Proposal to Provide Professional Environmental and Engineering Design Services for the Placentia Atwood Multipurpose Trail

Dear Ms. Tao and Members of the Selection Committee,

We at Alta Planning + Design, Inc. (Alta) not only understand the importance of this project, we bring to the City of Placentia the combination of engineering, landscape architecture, and outreach support skills necessary to successfully deliver the Atwood Multipurpose Trail Project Approval and Environmental Documentation (PA&ED) Phase. We have visited the project site and discussed, as a team, the issues and concerns we initially see affecting project delivery, and have developed an appropriate work plan.

Our project team will be led by **Alta's Project Manager Vincent Hellens, ENV SP, QSD**, who brings over five years of experience planning, designing, and constructing transportation facilities throughout Southern California including Class I bike facilities, cycle tracks, bike boulevards, and Complete Streets. Vincent is currently leading design efforts for a two-mile multi-purpose trail along the Gage Canal in the City of Riverside. Vincent will be supported by **Sapphos Environmental, Inc.**, who will lead the environmental documentation tasks and Alta's in-house team of trail experts who are second to none. As you read through our proposal, you will find that the Alta team is the most prepared firm with the most knowledgeable staff to deliver PA&ED services for the Atwood Multipurpose Trail.

Alta brings over 25 years of experience leading more than 500 trail projects across the country and developing many of the standards and best practices for bicycle, pedestrian and trail facilities. We will provide the City of Placentia with a proven approach to getting this project planned, approved, funded, and ultimately built. The Alta team offers a number of significant qualifications for this project:

- **Our team gets things built and we create plans that don't sit on a shelf but are implemented.** We can help create this same experience for the City of Placentia. We know how to navigate the various permitting, design, and community challenges that naturally occur during a trail project, and will address them through the remainder of the feasibility process. We pride ourselves in the number and quality of pathway and trail projects that we have successfully implemented. We understand what is financially feasible and constructible with an eye for ongoing maintenance costs. We know how to get projects funded and built: and are adept at delivering work that seamlessly translates into winning grant applications. **Alta has assisted jurisdictions across the country in winning over $565 million in grant funding.**
- **We understand the standards and requirements for trail projects—including those located along flood control facilities—having shepherded many similar projects from concept design through final design and construction.** We will help the city navigate the specific design challenges and find appropriate solutions. The Alta team provides a deep bench of expertise in civil transportation design, traffic engineering, landscaping, and other technical fields needed to complete this project. Alta co-authored and led the development of key bicycle and pedestrian best practices including NACTO's *Urban Bikeway Design Guide* and *Don't Give Up at the Intersection*, as well as the FHWA *Small Town and Rural Multimodal Networks Guide*, and we are leading designs for protected intersections and trails across the country.

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- **We have a cohesive team that brings the most well-rounded suite of services to deliver this project to the City:**
  - **Sapphos Environmental, Inc. (DBE):** Brings 28 years of supported advanced planning, entitlement, design, permitting, and environmental compliance.
  - **Coast Surveying, Inc. (DBE):** Brings 40 years of surveying and mapping.
  - **Craftwater Engineering (DVBE):** Brings a combined 60 years' experience providing civil stormwater capture and hydrology analysis
  - **Epic Land Solutions, Inc.:** Brings 20 years of performing right-of-way engineering and utility coordination.
  - **Bengal Engineering, Inc. (DBE):** Brings 25 years of designing bridges, bike paths, structures, flood control structures and site work

As you read through our proposal, we trust you will find our team and its combination of experience, project understanding, and approach to be precisely what is required to meet the city's needs in successfully delivering this project. We look forward to working with you to make it happen, and we are available to commence with the project per the schedule.

As Principal-in-Charge, I will bring my expertise in leading the design and providing quality control for many of Alta's signature trail projects. Please contact me at gregmaher@altago.com or (213) 952-5062, or Project Manager Vincent Hellens at vincenthellens@altago.com or (310) 756-4055, to discuss our qualifications in more detail. The Alta team looks forward to the opportunity to work with the City of Placentia on this exciting and critical project.

Alta's proposal will remain valid for a period of 120 calendar days following the closing date for the receipt of proposals.

Sincerely,



Greg Maher, PLA, ASLA
Principal-in-Charge and Vice President
Alta Planning + Design, Inc.
Individual Authorized to Bind the Firm

CONTACT INFORMATION

Greg Maher, Principal-in-Charge
(213) 952-5062, Fax: N/A | gregmaher@altago.com

Vincent Hellens, Project Manager
(310) 756-4055, Fax: N/A | vincenthellens@altago.com

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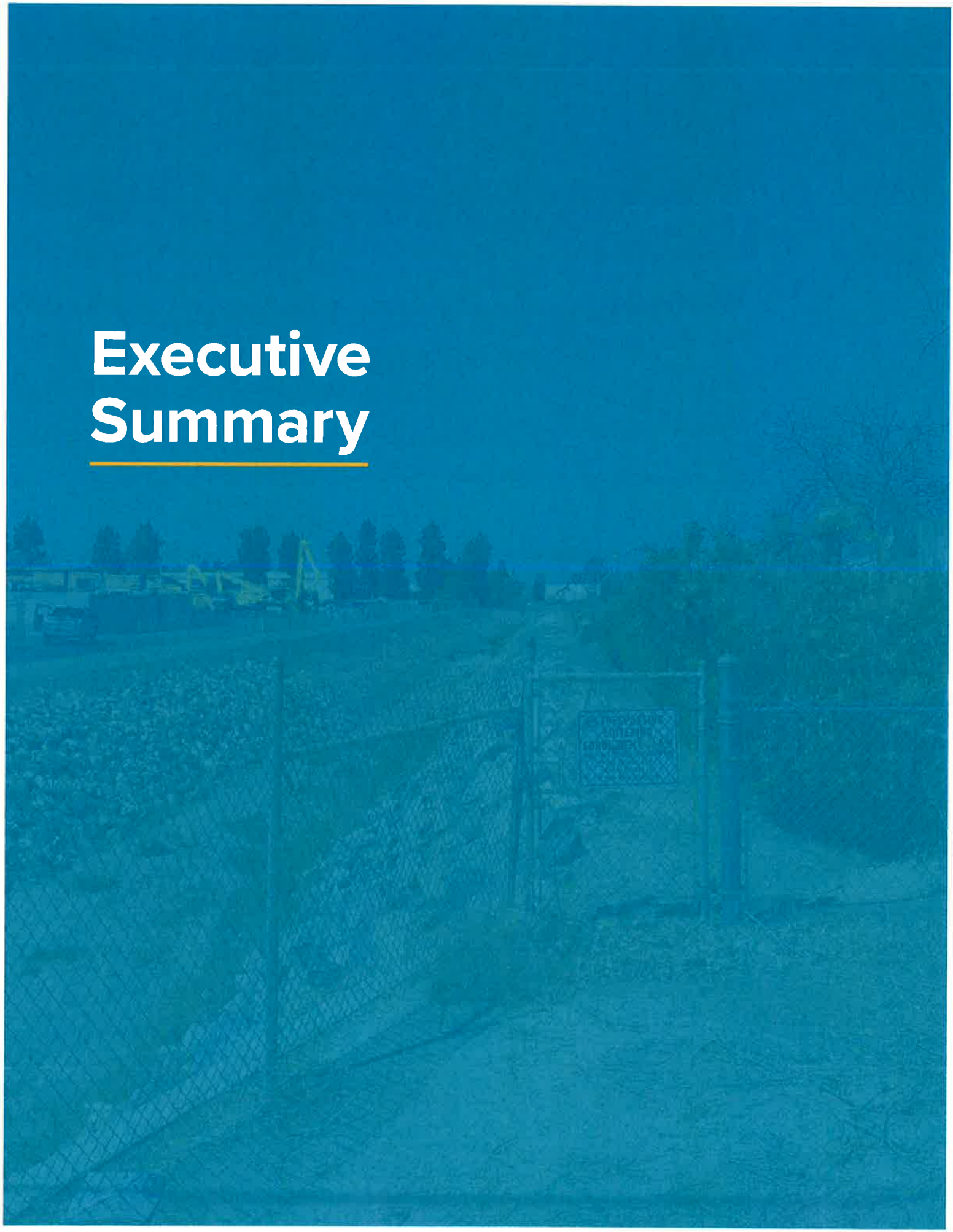
Executive Summary



Executive Summary



Alta's mission is to create active communities.

Alta is North America's leading multimodal transportation firm that specializes in the planning, design, and implementation of bicycle, pedestrian, park, and trail corridors and systems. Founded in 1996, Alta has more than 175 staff in 22 offices across North America and an international workload. On any given day, most staff walk, bike, or take transit to work.

As the prime consultant, Alta will provide overall project management and QA/QC, and will lead outreach and engagement, trail alignment, signage/striping, landscape design, and development of the feasibility study.

Greenways and Trails

Alta is the nation's leading firm specializing in the planning and design of trail and pathway facilities and systems, and has studied, planned, designed, and implemented more than 10,000 miles of bikeways, walkways, and trails. We provide services ranging from master plans to construction documents, including visioning, alternatives analysis, property acquisition strategies, maintenance and management plans, accurate cost estimation, and funding action plans. We are experienced with addressing technical and community issues and objectives associated with pathways and regional trails, such as seeing that applicable standards are met, the intended users are well-served, conflicts and impacts are avoided, and end-user and stakeholder feedback is incorporated throughout the planning and design process.

Alta authored or helped prepare many of the documents that provide standards or best practices for bicycle, pedestrian and trail facilities. We know the necessary elements that contribute to a successful trail, including the nuances of the physical improvements (reduction of conflicts at complicated intersections, transitions between on- and off-road sections and sidewalk facilities, mitigation of impacts in sensitive environmental and constrained areas), the aesthetic qualities (landscaping, surfacing, amenities), site security elements (rules signing, fencing, visibility, lighting), and maintenance and management (pathway maintenance and monitoring, police patrolling, and community stewards).

Implementation and Funding Assistance

Alta staff can complete a range of tasks for projects and plans that include comprehensive funding strategies, accurate cost estimation, maintenance and management plans, and property acquisition strategies. Alta staff have assisted jurisdictions across the country in winning nearly $565 million in grant and project funding. Funding sources range from federal TIGER and BUILD grants to state, regional, local, and private sources.

Community Outreach

Through our straightforward communication style, ability to engage citizens, and use of the latest technology, we are able to produce outreach strategies and successful designs and plans that meet the needs of the community. Alta's professionals are experts at listening to the public, conveying technical issues in a clear manner, offering distinct choices and options to the public, and explaining trade-offs. Our outreach process is inclusive, interactive, and productive.

Alternative Meeting and Engagement Strategies for Addressing Social Distancing

In light of the ongoing COVID-19 pandemic, Alta has shifted conversations from in-person meetings and events to virtual ones. We have been a leader in using visually engaging methods of communication and outreach, and are ready to help the city incorporate new approaches to keep this project in motion. Alta can provide access to digital video conferencing software that can accommodate up to 1,000 simultaneous participants for webinars or interactive meetings, which can include polling, virtual "breakout sessions", screen sharing, and live-chats.

Subconsultants

Sapphos environmental inc.

Role: Environmental Compliance Documentation

For more than 28 years, the Sapphos Environmental, Inc. (SEI) team has supported advanced planning, entitlement, design, permitting, and environmental compliance to see that the successful implementation of projects in diverse markets throughout Southern California. Based in Pasadena, SEI has provided thousands of work products to over 700 clients, including environmental documents in compliance with both the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). Of the approximately $97 million worth of successfully completed environmental consulting projects, over 50 percent have been completed for public sector clients. SEI has also completed hundreds of biological surveys and archaeological assessments.

SEI has completed hundreds of projects in Los Angeles County, including multiple task orders under on-call contracts. These work orders have included multiple CEQA, cultural, and biological resources analyses, including Initial Studies/Mitigated Declarations and accompanying technical reports evaluating over 56 miles of proposed trails in master plans, including the Santa Susana Mountain Trails Master Plan – Phase II. SEI is familiar with trail standards and guidelines plus conducting environmental review of trail designs.

SEI is certified as a DBE by CUCP, #24682. In addition, the firm is certified as a minority- and woman-owned disadvantaged business enterprise (MBE/WBE/DBE) by the County of Los Angeles, California Department of Transportation (Caltrans), and Los Angeles County Metropolitan Transportation Authority (Metro).

COAST SURVEYING, INC.

Role: Topographic and Right-of-Way Mapping

Founded in 1981, Coast Surveying, Inc. (Coast) is a full-service surveying and mapping firm. Approximately 95% of the firm's work is performed for public agencies throughout the southern California region, including many cities and municipalities within Orange County. Coast performs quality control checks at every stage of every project, from initial scope review and cost estimating, through field surveying and the generation of deliverables, to final invoicing. Located in the heart of Orange County in Tustin, California, Coast has a staff of 28 with five highly qualified professional land surveyors. The firm is a certified DBE, SBE, and MBE.

craftwater engineering, inc.

Role: Hydrology Services

Craftwater Engineering, Inc., is a California-certified Disabled Veteran-Owned Business Enterprise (DVBE) and a California-certified Micro Business (MB) structured to deliver agile, full-spectrum service to the stormwater market in Southern California. Craftwater takes pride in cradle-to-grave stewardship—avoiding the pitfalls of changing teams between the planning, concept, full design, construction, and monitoring phases of each project. Craftwater is poised to serve the stormwater market by helping clients shape practical regional stormwater policy, strategically plan investments in green infrastructure and high-end monitoring, and deliver innovative multi-benefit project concepts and feasibility studies.

EPIC

Role: Utility Coordination

Epic Land Solutions, Inc. (Epic) is a full-service right-of-way consulting services firm founded in California in 2000 with the mission to create land solutions for the public good. With offices in Anaheim, Torrance, Riverside, San Diego, and the Pacific Northwest, Epic employs 60 right-of-way professionals. Unique among right-of-way consulting firms, Epic specializes in feasibility studies, CEQA/NEPA documentation, and Caltrans Right of Way Manual compliance for mobility and transportation projects led by local public agencies. Epic and Alta are close partners, currently delivering five separate ATP projects for municipalities and regional transportation agencies in California.

BENGAL ENGINEERING INC

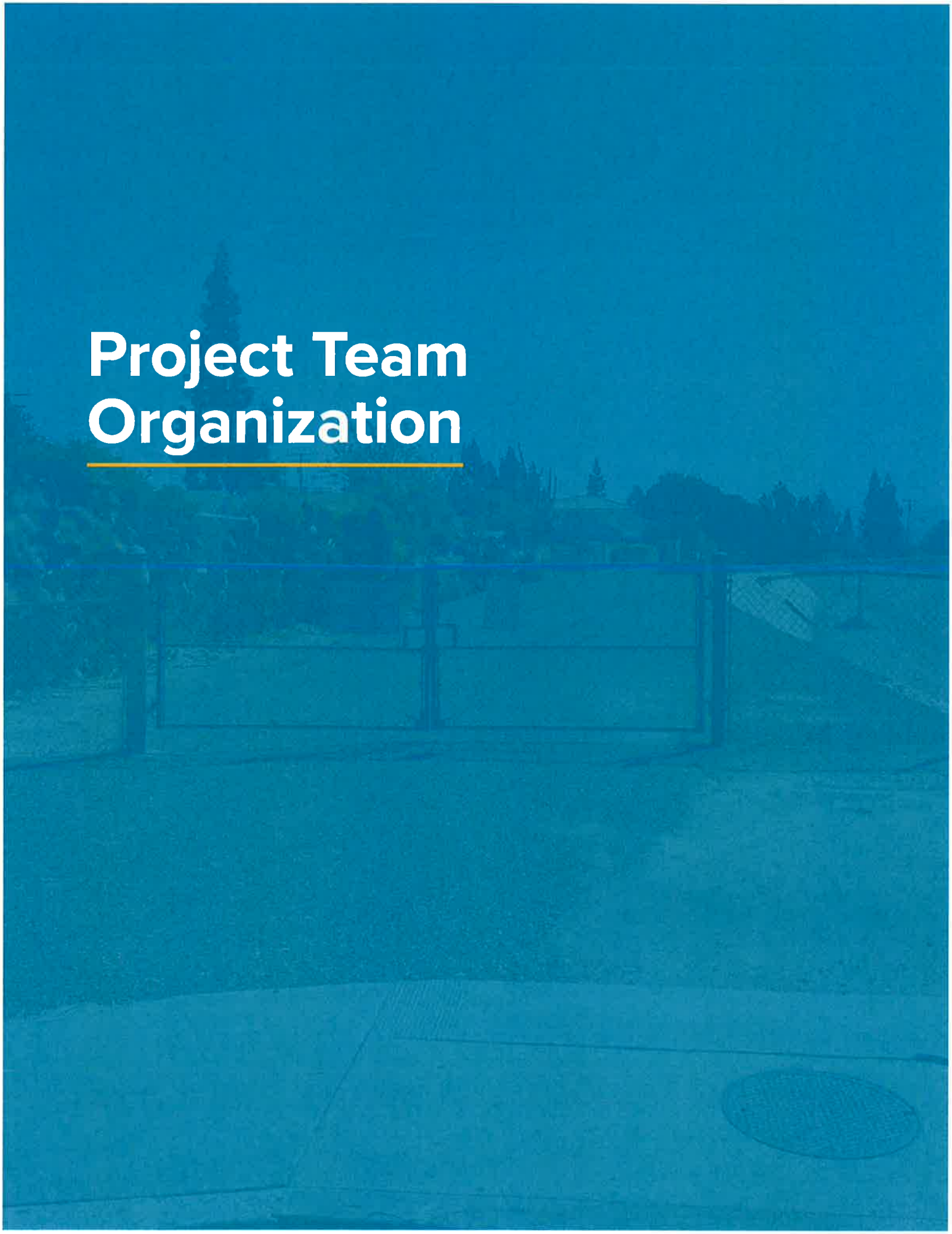
Role: Rail Crossing Preliminary Assessment

Established in 1996, Bengal Engineering is a California DBE Corporation specializing in designing complex public works projects including bridges, highways and roads, retaining walls, bike paths, structures, flood control structures, and site work. Their expertise gives them the powerful tools to solve project challenges quickly, often using innovative approaches, which saves cost. Bengal has teamed with Alta on multiple projects, including the CV Link trail in Coachella Valley which involved the design of a pedestrian/bicycle bridge and several retaining walls.

Relevant Team Experience

The Alta team brings a wealth of experience working on projects similar in scope and context to the Placentia Atwood Multipurpose Trail. We know how to bring projects from concept to built reality and will set the City of Placentia up for success in not only this PA&ED phase of the project, but future phases as well. Projects followed by a double asterisk (**) indicate collaborations between Alta and our subconsultants.

		PROJECT PHASE		SCOPE				
Relevant Component:		Feasibility Study	PS&E	Trail Design	Grade-Separated Crossings	ROW Assessment	Complex Stakeholder & Agency Coordination	Community Engagement
Firm Name	**Relevant Project Name**							
Alta	Atlanta BeltLine Westside Extension, GA	●	●	●		●	●	●
Alta	Rialto Pacific Electric Trail Expansion Feasibility Study, CA**	●		●			●	●
Alta	Riverside Gage Canal Multi-Purpose Trail, CA**	●	●	●		●	●	●
Alta	City of Vernon LA River Active Transportation Access Plan, CA	●		●			●	●
Alta	CV Link, Coachella Valley, CA**	●	●	●	●	●	●	●
Alta	Diablo Road Trail Conceptual Alignment and Feasibility Analysis, Danville, CA	●		●				●
Alta	Fullerton Brea Creek Feasibility Study, CA	●		●				●
Alta	Iron Horse Trail, CA	●	●	●	●	●	●	●
Alta	LA River Path, CA**		●	●	●	●	●	●
Alta	Lower Russian River Trail Feasibility Study, CA	●		●			●	●
Alta	Metro Rail to River Segment B Supplemental Alternative Analysis, CA	●		●	●		●	●
Alta	Mojave Riverwalk, Victorville, CA	●	●	●		●	●	●
Alta	Monterey County Fort Ord Regional Trail and Greenway, CA	●		●	●		●	●
Alta	Olancha Cartago Trail, Inyo County, CA	●		●			●	●
Alta	Park to Playa Trail, Los Angeles County CA		●	●		●	●	●
Alta	Santa Monica North Beach Trail Improvement Project, CA		●	●			●	●
Alta	Vernon LA River Feasibility Study, CA	●		●	●		●	●
Bengal	San Jose Creek Pedestrian and Bike Pathway Bridge, Goleta CA		●	●			●	
Bengal	Cacique Soledad Pedestrian and Bicycle Bridges, CA		●	●			●	
Epic	Ojai Avenue and Maricopa Highway Active Transportation Program, CA**	●	●			●	●	●
Epic	Metrolink Station Accessibility Improvement Project Independent Cost Estimate, SBCTA, CA		●			●	●	
Epic	LA River Valley Bikeway and Greenway Design Completion Project, CA		●	●	●	●	●	
Sapphos	Santa Susana Trails Master Plan, Los Angeles County, CA**	●		●				●
Coast	Santiago Creek Multipurpose Trail Extension, Orange, CA	●		●				



Project Team Organization

Project Team Organization

The Alta team will leverage our personal experiences, technical knowledge, lessons learned, and community and jurisdictional relationships to develop a successful, community-supported multi-purpose trail for Placentia.

Our team will deliver this project for the City of Placentia within the planned schedule. We will accomplish this through a proven approach to project management that has delivered excellent results for our clients. We collaboratively define the project objectives, develop a plan to achieve those objectives, and then execute that plan. Execution is achieved through a deep bench of technical resources guided by a strong management team.

Based on our experience in providing similar services, we have structured our project team organization to reflect the actual reporting structure and communications process that has accounted for our past project successes.

Our project management team, which includes our Principal-in-Charge and Project Manager, is the backbone and strength of our team and is comprised of locally knowledgeable experts. The following bullets explain direct lines of authority and provide an overview of the responsibilities and interfaces of our Project Manager and other staff:

- **Principal-in-Charge: Greg Maher, PLA, ASLA** will be responsible for making sure that our Project Manager and team are bringing the best ideas forward, performing to the city's satisfaction, and that all of the resources needed are available to meet your requirements.
- **Project Manager: Vincent Hellens, ENV SP, QSP/D** will report directly to the City of Placentia and the Principal-in-Charge. Vincent will be responsible for all activities associated with this contract, with full responsibility and authority for project delivery. As the city's primary point-of-contact, Vincent will oversee and coordinate the efforts of every member of our team, including subconsultants.
- **Core Team:** Our core project team provides a deep bench of technical resources. All project staff's time and involvement will be managed by the Project Manager and Principal-in-Charge. Project staff will deliver the highest level of services in all phases of the project.
- **Subconsultants:** Subconsultants will be managed the Project Manager. Subconsultant roles are identified in the table below.

Prime and Subconsultant Roles

Firm	Project Role
Alta Planning + Design *(Prime)*	• Project management and QA/QC • Outreach and engagement • Trail alignment • Signage/striping • Landscape design • Feasibility study
Sapphos Environmental, Inc. *(Subconsultant)*	• Environmental compliance documentation
Coast Surveying, Inc. *(Subconsultant)*	• Topographic and right-of-way mapping
Craftwater Engineering *(Subconsultant)*	• Hydrology report, floodplain risk assessment, and BMP recommendations
Epic Land Solutions, Inc. *(Subconsultant)*	• Lead utility coordination efforts in accordance with Caltrans Local Assistance and Utlity Relocations manual
Bengal Engineering, Inc. *(Subconsultant)*	• Provide preliminary assessment to determine the viability of an at-grade or grade-separated crossing the BNSF railroad

Experience on Similar Projects

Alta is the nation's leading firm specializing in the planning and design of trail and pathway facilities and systems, and has studied, planned, designed, and implemented more than 10,000 miles of bikeways, walkways, and trails. We provide services ranging from master plans to construction documents, including visioning, alternatives analysis, property acquisition strategies, maintenance and management plans, accurate cost estimation, and funding action plans.

Alta has led dozens of trail and greenway feasibility and design projects in Southern California, including the Rialto Pacific Electric Trail Expansion, Riverside Gage Canal Multi-Purpose Recreational Trail, Victorville Mojave Riverwalk, Coachella Valley CV Link, and the Los Angeles River Path, and planning projects such as the Castaic Area Multi-Use Trails Plan, Santa Susana Trails Master Plan, and Riverside County Comprehensive Trails Plan.

We are experienced at addressing technical and community issues associated with pathways and regional trails, such as seeing that applicable standards are met, the intended users are well-served, conflicts and impacts are avoided, and end-user and stakeholder feedback is incorporated throughout the planning and design process. Alta understands the necessary elements that contribute to a successful trail, including the nuances of the physical improvements (reduction of conflicts at complicated intersections, transitions between on- and off-road sections and sidewalk facilities, mitigation of impacts in sensitive environmental and constrained areas), the aesthetic qualities (landscaping, surfacing, amenities), site security elements (rules signing, fencing, visibility, lighting), and maintenance and management (pathway maintenance and monitoring and community stewards).

The Alta team's experience on similar projects is described in more detail in the *Relevant Project Experience and References* section of this proposal.



Located east of Los Angeles in the Mojave Desert, the City of Victorville selected Alta as the lead design firm to create a master plan and oversee the environmental assessment work for this highly sensitive riparian corridor. Alta staff also managed the final design PS&E for a four-mile segment of multi-use trail, as well as a seven-mile on-street segment that is a mix of Class II and III bike lanes. The result is a seamless shared-use path along the Mojave River levee with functional connections from local streets to the path.



CV Link is an innovative, multimodal facility of national importance that connects communities in the Coachella Valley. Alta is serving as the engineering lead and providing project management, civil engineering, and architectural site design services for the project. This includes agency and JPA coordination, pathway grading, drainage, and setting overall design standards for the project. Construction began in 2018.

Contact information for Principal-in-Charge Greg Maher and Project Manager Vincent Hellens can be found in the cover letter.

Resumes



Greg Maher, PLA, ASLA

Principal-in-Charge

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Greg is a registered landscape architect with 27 years of experience in architecture, landscape architecture, urban design, and alternative transportation mode projects. Through his background in conceptual design, project management, and construction management, he has developed strong organizational skills to smoothly move projects forward through all phases of implementation. Greg has managed and implemented projects of varying scales and complexity ranging from streetscape, green infrastructure, urban trails to trail master plans and feasibility studies.

YEARS OF EXPERIENCE

27 years

EDUCATION

Certificate in Landscape Architecture, University of California, Los Angeles Extension, 2007

Master of Architecture, Southern California Institute of Architecture (SCI-ARC), 1985

Bachelor of Fine Arts, Design, University of California, Los Angeles, 1981

AREAS OF EXPERTISE

Landscape architecture

Urban trails and trail master plans

Green infrastructure and urban cooling

REGISTRATIONS

Registered Landscape Architect: California (#5670)

PROFESSIONAL HIGHLIGHTS

Board Member, Alta Board of Directors

Alta California Regional Manager

2015 Railvolution, Dallas, TX: "Active Corridors: Walking and Biking for All Walks of Life"

2014 CA APA Conference, Anaheim, CA: "Planning Regional Multiuse Trails: Challenges and Solutions"

AVAILABILITY

20%

Relevant Experience

La Habra Union Pacific Railroad Bikeway, CA
Greg was the Project Manager for this effort to develop an alignment for the design of a Class I bikeway along an active Union Pacific rail line. Connections will be to the future extension of the Whittier Greenway and the proposed multi-jurisdictional Orange County Bike Loop. The scope of work included engineering and services in preparation of PS&E for the construction of the bikeway.

Riverside Gage Canal Multipurpose Recreational Trail, CA
Alta is leading the trail design and outreach for a 2-mile active transportation and recreational green space trail over the existing Gage Canal in the City of Riverside. The project will create a Class I asphalt concrete paved trail and a natural surface trail within an existing city-owned water utility easement. Greg is serving as Principal-in-Charge.

Victorville Mojave Riverwalk, CA
After completing the Master Plan phase for the Victorville Mojave Riverwalk, Alta managed the trail environmental assessment work and authored a Caltrans Active Transportation Program (ATP) Grant Application effort for this project, securing $3.8 in implementation funding. Alta then managed final design PS&E for a four-mile segment of multi-use trail along the Mojave River, as well as a seven-mile on-street network that is a mix of Class II and III bike lanes, looping through Old Town Victorville. The result is a seamless shared-use path along the Mojave River levee with functional connections from local streets to the path. Greg served as Project Manager.

Metro LA River Path Project, Los Angeles, CA
Alta is co-leading the team selected by LA Metro to design the landmark Los Angeles River Bike Path Gap Closure project. This $365M project will close an eight-mile gap in the path along the Los Angeles River (LA River) in downtown Los Angeles and Vernon. Once complete, the LA River Path will be a 32-mile continuous pathway for walking and biking, providing a world-class facility for Angelenos and the region. Greg is serving as a Design Advisor on the project.

Additional Experience:

- Monterey County Fort Ord Regional Trail and Greenway, CA *(Principal-in-Charge)*
- Santa Susana Trails Master Plan, CA *(Principal-in-Charge)*
- Castaic Multi-use Trails Master Plan, Los Angeles County, CA *(Project Manager)*
- Santa Clarita Railroad Avenue Bicycle Trail, CA *(Project Manager)*



Vincent Hellens, ENV SP, QSD/P

Project Manager

alta

Vincent has 15 years of experience managing and designing large and small public works infrastructure projects starting from planning and design through construction. His design expertise includes trail and bike facilities, pedestrian ADA, Complete Streets, roadway widening, roadway rehabilitation, interchanges, and conceptual plans to final PS&E (e.g., roadway plan and profile, typical sections, drainage plans, traffic control, pavement marking, and signing plans).

YEARS OF EXPERIENCE

15 years

EDUCATION

BS, Civil Engineering, Alabama Agricultural and Mechanical University, 2007

AREAS OF EXPERTISE

Trail and bike facility design

Pedestrian ADA accessibility design

Complete Streets design

Roadway design

REGISTRATIONS

ENV SP, Envision Sustainable Professional

QSD/P, Qualified SWPPP Developer and Practitioner

PROFESSIONAL HIGHLIGHTS

2016 APWA Emerging Leader Academy Graduate

2015 APWA SoCal Emerging Leader Award Recipient

APWA: SoCal Chapter Board Member

APWA: SoCal Chapter Public Works Institute Co-Chair

American Society of Civil Engineers, Member

AVAILABILITY

40%

Relevant Experience

Riverside Gage Canal Multi-Purpose Recreational Trail, CA

Alta is providing project management, outreach, civil engineering, and landscape architectural design services for a 2-mile active transportation and recreational green space trail over the existing Gage Canal in the City of Riverside. The project will create a Class I asphalt concrete paved trail and a natural surface trail within an existing city-owned water utility easement. Vincent is serving as Project Manager.

CV Link, Coachella Valley, CA

Vincent is serving as Project Engineer for Alta's QA/QC and design management for construction of this pathway. This innovative multimodal facility connects nine cities and is nearly 80 miles long. Alta developed recommendations for on-street segments at the highest design standard, and supporting infrastructure, including LSEV charging facilities.

Monterey County Fort Ord Regional Trail and Greenway, CA

Vincent is the Project Engineer for the environmental review and preliminary design of the Fort Ord Recreational Trail and Greenway, a 24+-mile long trail corridor comprised of multiple loops that connect communities in Monterey County. The primary outcomes of this project will be a design strategy with a branded identity; a report of agency and utility coordination, permitting, and acquisition requirements; a core trail alignment; environmental review and document preparation; and a suite of grant-ready project benefits and core data that will facilitate future funding opportunities.

Mojave Riverwalk Bikeway, Victorville, CA*

Vincent was the Design Engineer for the civil engineering services for a 5.5-mile paved bikeway/pedestrian trail along the Mojave River. The entire trail system is designed to minimize damage to the park's environment, including a rare desert wetland lying north of the park. The trail system complies with ADA accessibility guidelines for its entire length. Vincent was responsible for writing the specifications and preparing the construction cost estimate.

Additional Experience

- Rialto Pacific Electric Traul Expanson Feasibility, CA *(Assistant Project Manager)*
- Metro LA River Path Project, Los Angeles, CA *(Project Engineer)*
- Pedestrian and Bicycle Safety Improvements for Ojai Avenue/SR 150 and Maricopa Highway/SR 33, Ojai, CA *(Assistant Project Manager/Project Engineer)*
- LADOT Sherman Way Streetscape Improvements, CA *(Project Engineer)*
- Culver City La Ballona Elementary Class IV Protected Bike Lane, CA *(Project Engineer)*

*Completed prior to joining Alta



Steven Frieson, PE, QSD, LCI

QA/QC Technical Advisor

alta

Steven has 37 years of extensive experience in managing active mobility and transportation projects throughout California. His technical expertise includes planning, design, and construction management. He augments his engineering skills with strong administrative abilities in the oversight and direction of technical professionals, client relations, quality control, subconsultant coordination, public outreach, and resource allocation to see that the timely delivery of project deliverables. Steven excels in pedestrian and bike paths, freeway and interchanges, signing and striping, street lighting, traffic-handling plans, roadway drainage, grading, and traffic studies.

YEARS OF EXPERIENCE

37 years

EDUCATION

BS, Civil Engineering, Stanford University, 1983

AREAS OF EXPERTISE

Technical project management

Transportation planning and design

Construction management

Trail design

Signing and striping

REGISTRATIONS

Professional Engineer: CA (#42110)

League of American Bicyclists - League Cycling Instructor: (#3460)

AVAILABILITY

15%

Relevant Experience

Rialto Pacific Electric Trail Expansion Feasibility Study, CA
Steven is serving as Project Manager for a feasibility study to assess different alternatives for extending the Pacific Electric Trail in Rialto. Alternatives for trail development will be evaluated against probable costs and community benefits, including benefits to the mobility, health, and wellness of disadvantaged communities. Alta will prepare a concept plan up to the 30% stage for the preferred alternatives, including an engineer's estimate. The result of the study will be a preferred alternative that is the most innovative and constructible option reflective of the needs of community members.

CV Link, Coachella Valley, CA
Steven is serving as the Principal Engineer providing engineering QA/QC and design management for CV Link, an innovative, multimodal facility of national importance that connects communities in the Coachella Valley. In 2013, Alta began development of the CV Link Master Plan for a nearly 80-mile portion of the multimodal pathway connecting the nine cities of the Eastern Riverside County region. The proposed pathway system will accommodate low-speed electric vehicles in addition to bicyclists and pedestrians.

The Fort Ord Regional Trail and Greenway (FORTAG), Monterey County, CA
Steven is the Principal Engineer for the environmental review and preliminary design of the Fort Ord Recreational Trail and Greenway, a 24+-mile long trail corridor comprised of multiple loops that connect communities in Monterey County. The primary outcomes of this project will be a design strategy with a branded identity; a report of agency and utility coordination, permitting, and acquisition requirements; a core trail alignment; environmental review and document preparation; and a suite of grant-ready project benefits and core data that will facilitate future funding opportunities.

Mojave Riverwalk Bikeway, Victorville, CA*
Steven served as the Project Manager for civil engineering services for a 5.5-mile paved bikeway/pedestrian trail along the Mojave River. The entire trail system is designed to minimize damage to the park's environment, including a rare desert wetland lying north of the park. The trail system complies with ADA accessibility guidelines for its entire length.

*Completed prior to joining Alta



Jocelyn Walker, PE

Civil Design Lead

alta

Jocelyn is a civil engineer with 20 years of experience in engineering consulting, public works, and regulatory management. Her project experience includes bicycle and pedestrian infrastructure improvements, Safe Routes to School projects, roadway improvements, sanitary sewer system improvements, pavement rehabilitation, and stormwater management. She has experience in project planning and development, design and construction management, public works maintenance and operations, and public outreach for government agencies.

YEARS OF EXPERIENCE

20 years

EDUCATION

BS, Mechanical Engineering, University of California, Davis

AREAS OF EXPERTISE

Bicycle and pedestrian design

Safe Routes to School design

Street design

Stormwater management

REGISTRATIONS

Professional Civil Engineer: CA (#86250)

AVAILABILITY

50%

Relevant Experience

Signage and Striping for Bancroft Avenue, High Street, and 73rd Avenue, Oakland, CA

Alta is working with the City of Oakland Department of Transportation on design services to complete signage and striping plans for upcoming citywide pavement rehabilitation projects. Alta is producing signage and striping designs for approximately six miles of residential and commercial streets. The streets include segments of Bancroft Avenue, High Street, and 73rd Avenue. Jocelyn serves as the Project Manager.

Broadway, California, Cadillac, and Trousdale Street Resurfacing Project, Burlingame, CA

Jocelyn was Project Manager of Alta's efforts to produce a 100% PS&E package for the City of Burlingame's Street Resurfacing project. The project was a federally funded street resurfacing project, which included pavement rehabilitation design, signing and striping plans, and the design of ADA compliant curb ramps along four separate corridors throughout the city. Alta provided surveying and utility investigations, developed signing, striping, and grading plans, and facilitated public and stakeholder engagement. Jocelyn is also leading construction support services for the project as it continues to be constructed.

Los Altos Cuesta Drive Traffic Calming Plan, CA

Jocelyn served as Project Manager for engineering and outreach services for the traffic calming solutions on Cuesta Drive between El Monte Avenue and Springer Road as part of the City of Los Altos Transportation Engineering and Planning On-Call Services. The project included intersection enhancements, signage, and median and shoulder area improvements.

14th Avenue Streetscape Design, Oakland, CA

Jocelyn is the Project Manager for the design and engineering services to complete the 14th Avenue Streetscape Project. The project is intended to provide bicycle and pedestrian safety improvements to segments of 14th Avenue between E. 27th St. and E. 12th St. The improvements for this project include a road diet, buffered bicycle lanes, curb extensions and ADA curb ramps, high visibility crosswalks, RRFBs, and signal improvements.



Markos Legesse, PE, ENV SP

Associate Engineer

alta

Markos has seven years of diversified engineering experience on a wide array of projects including curb ramp design, sewer design, cost estimating, alternatives development, utility coordination, and program management. Interfacing with city constituents has allowed Markos to sharpen his communication abilities while understanding these skills are paramount to the success of a project. Markos has built numerous relationships throughout the City of Los Angeles and with the consulting community which he leverages to bring success to his projects.

YEARS OF EXPERIENCE

7 years

EDUCATION

MS, Structural Engineering, University of Southern California, 2014

BS, Civil Engineering, Loyola Marymount University, 2012

AREAS OF EXPERTISE

Transportation planning and engineering

Curb ramp design

Cost estimating

Utility coordination

REGISTRATIONS

Professional Civil Engineer: CA (#88152)

AVAILABILITY

35%

Relevant Experience

Los Angeles River Path Project, CA

This $365 million project—one of the largest active transportation trail projects in the country—will close an eight-mile gap in the bike path along the Los Angeles River. Alta is leading design development, assisting with the CEQA/NEPA process, developing construction documents, supporting Army Corps and local agency permitting, and providing construction support. As an Associate Engineer on the project, Markos is supporting construction document development.

Riverside Gage Canal Multi-Purpose Recreational Trail, CA

Alta is providing project management, outreach, civil engineering, and landscape architectural design services for a 2-mile active transportation and recreational green space trail over the existing Gage Canal in the City of Riverside. The project will create a Class I asphalt concrete paved trail and a natural surface trail within an existing city-owned water utility easement. Markos is serving as an Associate Engineer on the project.

CV Link, Coachella Valley, CA

Markos is serving as an Associate Engineer for QA/QC and design management for construction of this regional pathway in the Coachella Valley. This innovative multimodal facility connects nine cities and is nearly 80 miles long. Alta developed recommendations for on-street segments at the highest design standard, and supporting infrastructure, including LSEV charging facilities.

La Ballona Elementary School Protected Bike Lane and Safe Routes to School Project, Culver City, CA

Alta led conceptual design, outreach, and preparation of construction documents for Culver city's first separated bikeway on Elenda Street, as well as neighborhood improvements to create Safe Routes to La Ballona Elementary School. The separated bikeway design includes parking and traffic analysis, streetscape and pedestrian lighting, striping, and bicycle signal design. Markos was an Associate Engineer on the project.

Victorville Mojave Riverwalk, CA

Alta managed final design PS&E for a four-mile segment of multi-use trail along the Mojave River, as well as a seven-mile on-street network that is a mix of Class II and III bike lanes, looping through Old Town Victorville. The result is a seamless shared-use path along the Mojave River levee with functional connections from local streets to the path. Markos served as Associate Engineer on this project.



Talia Agazaryan, EIT, ENV SP

Engineer

YEARS OF EXPERIENCE

3 years

EDUCATION

BS, Civil Engineering, University of California, Irvine, 2018

AREAS OF EXPERTISE

Multimodal roadway design

Bike share design

REGISTRATIONS

Engineer-In-Training: (#166715)

Envision Sustainability Professional

Professional Engineer: (in-progress)

LANGUAGES SPOKEN

Armenian

AVAILABILITY

50%

Talia is an engineer with experience working on various projects including curb ramp design, cost estimating, field work, utility coordination, roadway rehabilitation, and project coordination, among others. Talia has experience in land development and has worked on various roadway improvement and bike share expansion projects while working for the Transportation Department at the University of California, Irvine. She is also familiar with various roadway design guidelines and standards including local, state, and federal publications.

Relevant Experience

Riverside Gage Canal Multi-Purpose Recreational Trail, CA
Alta is providing project management, outreach, civil engineering, and landscape architectural design services for a 2-mile active transportation and recreational green space trail over the existing Gage Canal in the City of Riverside. The project will create a Class I asphalt concrete paved trail and a natural surface trail within an existing city-owned water utility easement. Talia is serving as an Engineer on the project.

CV Link, Coachella Valley, CA
As an Engineer on the project, Talia created PS&E plans for curb ramp designs, striping files, utility mapping, and curb extensions. Alta began the development of the CV Link Master Plan in 2013, which creates a multimodal spine of on-and off-street shared use facilities that will connect the nine cities of the Eastern Riverside County region. The plan is an innovative, multimodal facility of national importance that provides significant environmental, public health, and economic benefits.

The Fort Ord Regional Trail and Greenway (FORTAG), Monterey County, CA
Talia assisted with preliminary engineering for the Fort Ord Recreational Trail and Greenway, a 24+-mile long trail corridor comprised of multiple loops that connect communities in Monterey County. Alta is leading the environmental review and preliminary design, and guiding the fulfillment primary outcomes such as a design strategy with a branded identity; a report of agency and utility coordination, permitting, and acquisition requirements; a core trail alignment; environmental review and document preparation; and a suite of grant-ready project benefits and core data that will facilitate future funding.

Metro LA River Path Project, CA
Talia worked as Engineer for this project, which will close an eight-mile gap in the path along the Los Angeles River (LA River) in downtown Los Angeles and Vernon. Once complete, the LA River Path will be a 32-mile continuous pathway for walking and biking from Long Beach to the San Fernando Valley, providing a world-class facility for Angelenos and the region.

Parkway Drive Traffic Calming, El Monte, CA
Alta is designing a Class IV bikeway on Parkway Drive and Denholm Street in El Monte. Alta is providing existing conditions analysis, outreach, conceptual design and final PS&E plans. Talia is serving as Engineer on this project.



Ryan Johnson, LCI

Outreach Lead/Planning Support

Ryan excels at inter-agency collaboration, bringing key players together for decision making and coordination. He brings a range of skills including project management, multimodal master planning, transit access studies, Safe Routes to School program coordination, community engagement, and tactical urbanism demonstrations. He is experienced at collaborating with various stakeholders in multiple jurisdictions to gain consensus on active transportation plans and establish linkages across city boundaries. Ryan has managed numerous regional planning efforts, including the San Gabriel Valley Regional Active Transportation Plan and Las Virgenes-Malibu Regional Bicycle Plan. His work has won the respect of his peers and his clients, leading to him being named the 2016 Professional of the Year by the Association of Pedestrian and Bicycle Professionals.

YEARS OF EXPERIENCE

10 years

EDUCATION

Master of Urban and Regional Planning, University of California, Los Angeles, 2012

BA, Sociology and Political Science, University of Mississippi, 2008

AREAS OF EXPERTISE

Project management

Regional master planning

Transit access/First and Last Mile planning

Safe Routes to School

Tactical urbanism

Community engagement/ workshop facilitation

Education and encouragement campaigns

REGISTRATIONS

League of American Bicyclists, League Cycling Instructor (#3994)

PROFESSIONAL HIGHLIGHTS

Professional of the Year Award, Association of Pedestrian and Bicycle Professionals, 2016

"Santa Ana Citywide Safe Routes to School Plan", Southern California Chapter of the American Public Works Association's Complete Streets & Technology Conference, 2019

"Planning for Success: Inclusive Engagement in Diverse Communities", American Planning Association California Conference, 2019

AVAILABILITY

35%

Relevant Experience

San Gabriel Valley Regional Active Transportation Plan and Greenway Network Study, CA

This project developed Active Transportation Master Plans for five partner cities in the San Gabriel Valley, prioritizing programs and infrastructure improvements that will increase the number of people walking, bicycling, and using other human powered modes. The project team complemented the planning process with a series of bicycle safety trainings and nighttime bicycle light distributions. The project also analyzed over 150 miles of waterways, rail corridors, and utility easements for the potential development of a regional greenway network. Ryan was the Project Manager.

Garden Grove Active Streets Master Plan, CA

Ryan was the Assistant Project Manager on this year-long study to identify challenges and opportunities for making Garden Grove a city that encourages walking, bicycling, transit use, and other active, healthy forms of travel. As part of the project, Ryan facilitated extensive community participation, including the region's first day-and-night open streets festival.

Orange County Transportation Authority Districts 1 and 2 Bikeways Collaborative, CA

Ryan was the Lead Planner for this project, which involved developing a bikeways strategy for Districts 1 and 2 in Orange County. Phase 1 of the project identified 50 miles of regional corridors in Districts 1 and 2 which link to adjacent district routes. Alta prioritized the routes based on Bicycle Corridor Improvement Program screening criteria. In Phase 2, feasibility studies were conducted for the top-ranked corridors.

Santa Ana Safe Routes to School Plan, CA

This effort involved an extensive and inclusive community engagement process, identification and prioritization of school infrastructure improvements, and the development of programs and strategies to better educate and encourage students to walk and bike to school. The result was a comprehensive 6 E's SRTS Plan. Ryan was the Project Manager.



James Powell, PLA, ASLA

Landscape Design Lead

alta

James brings a wide range of solutions to his work, drawing upon experience managing and leading design processes in a variety of settings. These include trail master plans from local to regional scales, trail design services from grant writing and feasibility through PS&E, construction support, Complete Streets and streetscape design, corridor planning, and implementation plans. His recent projects have included green infrastructure and protected bikeway design, trail prioritization modeling, facility evaluation frameworks, and landscape designs for streetscapes, medians, and trailheads.

YEARS OF EXPERIENCE

16 years

EDUCATION

Master of Landscape Architecture, California State Polytechnic University, Pomona, 2013

BA, Humanities, New College of Florida, 2001

AREAS OF EXPERTISE

Trail design

Streetscape design

Complete Streets

Landscape design

REGISTRATIONS

Professional Landscape Architect:
CA (#6416)

PROFESSIONAL HIGHLIGHTS

American Society of Landscape Architects, Associate Member

Council of Landscape Architectural Registration Boards (CLARB)

AVAILABILITY

30%

Relevant Experience

Riverside Gage Canal Multi-Purpose Recreational Trail, CA
Alta is providing project management, outreach, civil engineering, and landscape architectural design services for a 2-mile active transportation and recreational green space trail over the existing Gage Canal in the City of Riverside. The project will create a Class I asphalt concrete paved trail and a natural surface trail within an existing city-owned water utility easement. James is serving as Landscape Architect and Assistant Project Manager.

Mojave Riverwalk, Victorville, CA
The City of Victorville selected Alta as the lead design firm to create a master plan and oversee the environmental assessment work for this pristine and highly sensitive riparian corridor. After completing the Master Plan phase, Alta managed the trail environmental assessment work and authored a Caltrans Active Transportation Program (ATP) Grant Application effort for this project.Alta then managed final design PS&E for a four-mile segment of multi-use trail along the Mojave River, as well as a seven-mile on-street network that is a mix of Class II and III bike lanes, looping through Old Town Victorville. James served as the Lead Designer and Assistant Project Manager.

The Fort Ord Regional Trail and Greenway (FORTAG), Monterey County, CA
FORTAG is a 24-mile regional Class I bikeway that connects the cities of Del Rey Oaks, Marina, Seaside, and Monterey with CSU Monterey Bay, the former Fort Ord site, the future Fort Ord National Monument, and the Monterey Bay Scenic Sanctuary Trail. As Assistant Project Manager and Design Lead, James helped evaluate feasibility and created concept designs for the trail. This included wayfinding and branding recommendations, materials, amenities, trailhead and viewpoint design, implementation steps, and future grant assistance.

Castaic Multi-Use Trails Master Plan, Los Angeles County, CA
Alta developed a Multi-Use Trails Master Plan for the County of Los Angeles Department of Parks and Recreation. The study area encompasses approximately 76 square miles in the Castaic area and will guide future trail development. The plan recommends improvements to existing trails and provides trail users and local populations with seamless transitions to trails in adjacent jurisdictions and prime destinations within and adjacent to the study area. James was the Lead Designer on the project.



Zara Gomez, ASLA

Senior Designer

alta

Zara's wide range of design experience includes mixed-use and commercial projects, streetscapes, large-scale commercial developments, and parks. Through her formal education in both architecture and landscape architecture, Zara developed an appreciation for the possibilities of the built environment as a combined product of nature and human design. Zara is passionate about improving public health through greening the urban fabric that connects the built and natural environments.

YEARS OF EXPERIENCE

15 years

EDUCATION

Landscape Architecture Certification, with Highest Honors, University of California, Los Angeles, 2013

BA, University of Southern California, Los Angeles, 2004

AREAS OF EXPERTISE

Graphic visualization tools (photo simulations, 3-D video fly-throughs)

Green infrastructure

Streetscape and Complete Streets design

Mixed-use and commercial space design

PROFESSIONAL HIGHLIGHTS

"Quality of Life" Merit Award, ASLA 2014

American Society of Landscape Architects

AVAILABILITY

35%

Relevant Experience

La Habra Union Pacific Railroad Bikeway, CA
Zara was a Senior Designer for this effort to develop an alignment for the design of a Class I bikeway along an active Union Pacific rail line. Connections will be to the future extension of the Whittier Greenway and the proposed multi-jurisdictional Orange County Bike Loop. The scope of work included engineering and services in preparation of PS&E for the construction of the bikeway.

The Fort Ord Regional Trail and Greenway (FORTAG), Monterey, CA
FORTAG is a 24-mile regional Class I bikeway that connects the cities of Del Rey Oaks, Marina, Seaside, and Monterey with CSU Monterey Bay, the former Fort Ord site, the future Fort Ord National Monument, and the Monterey Bay Scenic Sanctuary Trail. Alta's roles is to evaluate feasibility and create concept design for the trail, including wayfinding and branding recommendations, materials, amenities, trailhead and viewpoint design, implementation steps, and future grant assistance. Zara served as a Senior Designer on the project.

Riverside Gage Canal Multi-Purpose Recreational Trail, CA
Alta is providing project management, outreach, civil engineering, and landscape architectural design services for a 2-mile active transportation and recreational green space trail over the existing Gage Canal in the City of Riverside. The project will create a Class I asphalt concrete paved trail and a natural surface trail within an existing city-owned water utility easement. Zara is serving as a Senior Designer on the project.

StreetsLA Urban Cooling Strategies for Neighborhoods Serviced by the Orange Line, Los Angeles, CA
Alta was hired by StreetsLA to develop a conceptual plan to mitigate the climate change threat of heat burden along the neighborhood pathways within the first- and last-mile connections of the LA Metro Orange Line (Bus Rapid Transit) Sherman Way Station. Zara developed photo simulations and 3-dimensional video fly-throughs of the proposed design using Sketch-Up, Lumion, and other software.

LA River Valley Bikeway and Greenway Design Completion Project, Los Angeles*, CA
Zara was involved in completing a detailed feasibility study, environmental reviews and documentation services, and design services for a 13-mile bikeway and greenway concept along the Los Angeles River in the San Fernando Valley. The project included a bike path, shade elements, stormwater capture features, pedestrian walkways, landscaped areas to support habitat, as well as fencing, gates, lighting, signage and additional educational and interpretive elements.

*Completed prior to joining Alta



Marie Campbell

Principal - Environmental Design

Sapphos environmental inc.

YEARS OF EXPERIENCE

35 years

AREAS OF EXPERTISE

QA/QC

Technical and procedural adequacy pursuant to federal, state, and local statutes and regulations

Agency coordination

Public outreach and presentation

AVAILIBILITY

10%

Marie, owner and founder of Sapphos Environmental, Inc., is an environmental compliance specialist with more than 35 years of experience managing environmental documents prepared pursuant to CEQA and NEPA for projects involving complex community development and infrastructure issues, including mixed use projects, schools, community facilities, housing, parks, and trails. Mary provided strategic environmental compliance oversight and quality assurance for the SCAG 2016 Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) Program EIR, which evaluated land use patterns for the SCAG region, including the City of Placentia. She is currently leading preparation of the Los Angeles County Green Zones Program EIR. Marie served as Principal-in-Charge for CEQA documentation for the recently certified Exposition Park Master Plan Subsequent EIR and the Los Angeles Union Station Forecourt and Esplanade Improvements EIR, which included documentation pursuant to NEPA for the federally funded elements of the project. She served in a comparable capacity for the Santa Susana Mountains Master Trails Plan MND for the County of Los Angeles and the recently approved 501 West Route 66 and 532 Parker Drive Project MND in Glendora. Marie is recognized by the LA Bar Association as an expert witness for CEQA. She is the immediate Past-President of the National Association of Environmental Professionals and is a board member for the California AEP.



Laura Razo

Senior Environmental Design and Compliance Associate

Sapphos environmental inc.

YEARS OF EXPERIENCE

20 years

AREAS OF EXPERTISE

QA/QC

Technical and procedural adequacy pursuant to federal, state, and local statutes and regulations

Agency coordination

Public outreach and presentation

AVAILIBILITY

50%

Laura has over 20 years of experience in landscape design, master planning, and project management. Laura offers a broad range of professional expertise including an expansive and interdisciplinary knowledge of landscape architecture with ecological and regenerative approaches and extensive project range in scale and scope, master planning and site design to implementation within the private and public sectors. As a Project Manager, Laura prepares meeting materials, attends meetings, manages teams, provides client and agency coordination, regular project updates and reports, and manages project documents and deliverables. Her capabilities extend to CEQA document preparation including Initial Studies, Categorical Exemption documents, MNDs, EIRs, addenda to EIRs, Feasibility Studies, and Design Review Board Packages. Her current management projects include the recently completed Glendale Freeway Ramps/Space 134 Feasibility Study and the Proposition 68 Grant Application for California City Central Park Master Plan. She was Assistant Project Manager of the Exposition Park Master Plan Subsequent EIR (certified October 2020) and the Design Review Board Package and EIR for a Single-Family Residence in Studio City (certified September 2020). NEPA projects include the California High-Speed Rail Project Fresno to Bakersfield and the Rancho Los Amigos Sports Complex Categorical Exclusion in Downey.



Laura Male

CEQA Team Supervisor

Sapphos environmental inc.

YEARS OF EXPERIENCE

8 years

AREAS OF EXPERTISE

Project Management

CEQA/NEPA analysis

AVAILIBILITY

25%

Laura, CEQA Team Supervisor for Sapphos Environmental, Inc., is a certified planner who specializes in aesthetics, agriculture and forestry resources, population and housing, public services, and recreation analysis for both CEQA and NEPA compliance of programmatic and project level documents. Laura has served as Project Manager for over 35 projects at Sapphos Environmental, Inc., including preparation of Categorical Exemption documents, MNDs, EIRs, addenda to EIRs, and subsequent EIRs. These projects include the Santa Susana Mountains Trails Master Plan – Phase II and Castaic Area Multi-Use Trails Plan MNDs, Descanso Gardens Master Plan MND, 501 W. Route 66 and 532 Parker Drive Project MND, 123 S. Chapel Ave Project Class 32 Categorical Exemption, and Exposition Park Master Plan Subsequent EIR. For these projects, Laura assembled and managed a team to prepare technical analyses for project consistency with federal and state regulations, best practices, the State CEQA Guidelines, and both federal and local lead agency–specific thresholds; collaboratively develop project alternatives and mitigation measures to reduce impacts; and conduct mitigation monitoring.



Raul del Castillo

Principal/Survey Manager

COAST SURVEYING, INC.

YEARS OF EXPERIENCE

57 years

AREAS OF EXPERTISE

Project Management

On-call contract management

Extensive Experience in Boundary and Right of Way Surveys

AVAILIBILITY

20%

Raul has 57 years of experience managing both field and office operations for all phases of surveying and mapping services. He has a "hands-on" working knowledge of various land surveying services, including right-of-way and boundary surveys and analysis, GPS surveys, topographic surveys, utility location surveys, large-scale aerial and geodetic control, and monitoring quantities. While working directly for the County of Orange, Raul was responsible for all boundary surveys, first-order/second order vertical and horizontal control surveys, photogrammetric mapping, control surveys, and centerline surveys. In his current role as President of Coast Surveying, Inc. Raul is responsible for contract administration; project management; marketing and sales; contract negotiation; boundary analysis; preparation of boundary plats, Records of Surveys, Parcel Maps, Tract Maps, and legal descriptions; and horizontal and vertical control analysis.



Kurt Hoehn, PLS

COAST SURVEYING, INC.

Project Surveyor

Kurt has over 40 years of experience in surveying as a project surveyor, survey manager, party chief, and survey company owner. He worked in the Middle East for over 2 ½ years, where he did GPS site surveys for the U.S. Army. His experience has varied from doing geodetic surveys while serving in the U.S. Army to land development and public works surveys within the Southern California area to Oil and Gas work overseas. He has considerable knowledge of Southern California, having done land development, public works, and transportation projects. Kurt's diverse skill set includes performing many types of surveying, including vertical and horizontal control, photo control, GPS surveys, topographic surveys, design surveys, boundary surveys, right of way surveys, monitoring surveys, and construction layout. Kurt has extensive experience in the data collection, makeup, and generation of all types of Survey Record Maps (Tract Maps, Parcel Maps, Records of Survey, and Topographic) and the generation of ALTA Surveys.

YEARS OF EXPERIENCE

40 years

AREAS OF EXPERTISE

Project Coordination & Management

Transportation Mapping Projects

Boundary Analysis & Record Mapping

ALTA Surveys

AVAILIBILITY

35%

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craftwater engineering, inc.



Oliver D. Galang, PE, ENV SP, QSD/P, QISP

Principal - Hydrology

Oliver has more than 26 years of professional engineering experience in planning, design, construction, and program management of multi-million-dollar municipal capital improvement projects, specifically in water resources and stormwater infrastructure throughout southern California. He has extensive experience in the areas of water resources, stormwater and urban runoff management, water quality monitoring programs, flood management, and various types of green infrastructure. He is currently leading Craftwater Engineering's Water Resources services in the Los Angeles County area. Highlights of Oliver's career also include service as the Head of the Los Angeles River Watershed for the Los Angeles County Department of Public Works. His responsibilities included staff management and direction for the planning of multi-use, multi-benefit projects, with an estimated construction value of more than $60 million, along the Los Angeles River. He served as the Head of the Data Management Section for Los Angeles County Department of Public Works and was responsible for an annual budget of more than $10 million in urban runoff and stormwater quality monitoring programs, including Los Angeles County Flood Control District (LACFCD's) National Pollutant Discharge Elimination System (NPDES) Municipal Stormwater Monitoring Program. He was also responsible for managing the operations of the LACFCD flood control and water conservation system, which consisted of 14 reservoirs, 500 miles of conveyance channels, and 27 groundwater recharge facilities.

YEARS OF EXPERIENCE

27 years

AREAS OF EXPERTISE

QA/QC

Technical and procedural adequacy pursuant to federal, state, and local statutes and regulations

Agency coordination

Public outreach and presentation

AVAILIBILITY

25%

craft water engineering, inc.



Courtney Semlow, P.E., ENV SP, CFM

Senior Civil Engineer - Hydrology

Courtney is a Project Manager with 15 years of professional experience. She has provided comprehensive site design and project management for diverse projects, including 1,000-acre mixed use subdivisions and military installation infrastructure throughout the United States and abroad. Courtney is knowledgeable in all aspects of civil design, including erosion control, water resource management, and road design. She is capable of navigating complicated regulatory requirements, while producing cost-effective solutions that exceed client expectations. Another core area of her work focuses on water quality and stormwater pollution prevention by implementing environmentally sustainable stormwater management solutions, including infiltration basins, permeable pavement, and rain gardens. Courtney's technical skills include AutoCAD Civil 3D, Microstation, HydroCAD, PondPack, Hydraflow, TR-20, HEC-HMS, HEC-RAS, Culvert Master, StormNET, Flow Master, WaterCAD, AutoTurn, Adobe Acrobat, Microsoft Office, Deltek Vision, ArcGIS, SketchUp, PCASE, SpecsIntact, and GuidSIGN.

YEARS OF EXPERIENCE

15 years

AREAS OF EXPERTISE

Civil site design

Hydraulics and hydrology

AVAILIBILITY

40%



Merrill Taylor, PE

Water Resource Design Engineer

craft water engineering, inc.

Merrill is a water resource design engineer providing support to federal, state, and municipal clients in the areas of hydrologic, hydraulic and water quality studies, storm drain and regional retention/infiltration facilities design, and plan, specifications, and estimate development, currently focusing on design projects in Southern California. Specifically, he serves as project manager and technical lead for the research, design, and implementation of storm water management practices intended to mitigate flooding and improve water quality, including multiple projects in the Los Angeles and San Diego Region. Project experience includes full hydrology and hydraulics analyses of existing and proposed storm drain networks, design of regional retention/detention facilities including evaluation of the inflow diversions, storage capacities, and outflow/infiltration possibilities, and development of construction ready plans, specifications, and estimates for storm drain replacement and proposed regional facilities. He also provides engineering support to municipal clients to see that practicality during the development of watershed management plans and hydromodification management plans to support BMP/LID implementation. Merrill is proficient in Spanish and has collaborated studies and delivered presentations in Zacatecas, Mexico, highlighting hydrology, culvert, and storm drain watershed analyses. He has practical experience in many facets of water resource engineering, with an in-depth understanding of the relationship between hydrology/hydraulics, water quality, watershed management, and regulations.

YEARS OF EXPERIENCE

10 years

AREAS OF EXPERTISE

Watershed hydrology and stormwater

Watershed runoff quality

Water quality modeling

Watershed management plan development

BMP modeling, evaluation, and design

Tool development

AVAILIBILITY

35%



Curtis Bibolet, SR/WA, R/W-AMC

Utilities Coordination Lead

Curtis is the Manager of the Utility division at Epic. As a certified right-of-way professional, Curtis possesses an abundance of real estate transaction, utility relocation, and property management expertise. He has over 13 years of experience managing best practices, regulatory procedures, and logistics for utility relocation and property management projects on behalf of public agencies. With his friendly demeanor and proven business acumen, Curtis provides oversight and quality review for Epic agents. He is focused on maximizing revenue, clearing encroachments, and mitigating utility conflicts for his clients.

EDUCATION

B.S., Communication Studies, Minor in Business, University of Idaho

REGISTRATIONS

Real Estate Salesperson, CA #02008725

Senior Right-of-Way Professional (SR/WA), International Right-of-Way Association (IRWA), #6822

Right-of-Way Asset Management Certification Program (R/W-AMC), IRWA

Safety Certified with BNSF Railway and Southern California Regional Rail Authority

PROFESSIONAL HIGHLIGHTS

Member, International Right-of-Way Association (IRWA), Chapter 57

AVAILIBILITY

40%

Relevant Experience

Pacific Electric Trail Expansion Feasibility Study, City of Rialto, CA
As a subconsultant to Alta, Curtis is performing utility facility research and coordination with utility owners during the alternatives analysis and alignment refinement phase. For the preferred design, Curtis will prepare an estimate of the cost to protect or relocate impacted utility facilities.

Ocean Boulevard Bike Trail Connector, Port of Long Beach, Long Beach, CA
Epic is providing right-of-way and utility cost estimates, utility relocation coordination, right-of-way acquisition, and Caltrans certification for this ATP-funded bike trail connector project for the Port of Long Beach. Twenty-five utility companies are possibly in conflict with the project construction. Curtis is obtaining as-builts from each utility company, coordinating pothole investigations at eight locations, and coordinating the relocation of three facilities. Due to the ATP funding, Epic will also obtain certification of the right-of-way and utilities from Caltrans District 7 at the close of the project. Curtis served as the Utility Manger for this project.

Juan Bautista de Anza National Historic Trail Extension, City of Moreno Valley, CA
As the Utility Relocation Coordination Lead, Curtis identified utility owners and collected utility as-builts for utility facilities affected by this federally funded trail project. The greater Epic team performed right-of-way cost estimation and preliminary utility research and relocation coordination for the initial phase of the current City of Moreno Valley Juan Bautista De Anza Multi-Use Trail project, previously known as the Moreno Valley Bike Path or Aqueduct Trail System project.

Ojai Ave (SR 150) and Maricopa Hwy (SR 33) Active Transportation Program, PS&E Phase, City of Ojai, CA
As a subconsultant to Alta, Curtis is performing utility research and identification, coordinating potholing services, and coordinating the protection and/or relocation of utilities impacted by this ATP project in Ojai. Curtis is the Utility Relocation Coordination Lead for the project



BJ Swanner

Right-of-Way Lead

With 13 years of experience at EPIC, BJ has managed right-of-way projects and developed EPIC's right-of-way project development services, with dedicated teams providing conceptual feasibility studies, cost estimates, and, ultimately, property appraisal, acquisition and relocation assistance for complex public works projects throughout the State of California. BJ is skilled at identifying potentially costly or long-lead acquisitions that can protract project timeframes. BJ is currently teamed with Alta on innovative Active Transportation Programs across the state.

EDUCATION

BA, Geography Emphasis in GIS and Remote Sensing, University of California, Los Angeles

AREAS OF EXPERTISE

Project management

Impact analysis

Cost estimating

Geographic information systems (GIS)

Geospatial data synthesis

Database management

Software development and implementation

PROFESSIONAL HIGHLIGHTS

Member, International Right-of-Way Association (IRWA)

AVAILIBILITY

35%

Relevant Experience

Pacific Electric Trail Expansion Feasibility Study, City of Rialto, CA
As asubconsultant to Alta, BJ is performing land ownership research on properties potentially impacted by expansion of the trail, followed by more detailed title research once the alignment is refined. BJ will also identify any encroachments within the existing trail right of way and prepare a report to document and make recommendations for removing or mitigating the encroachments. Once a final list of impacted parcels is determined, EPIC will prepare an estimate of the cost to acquire the necessary property rights.

Los Angeles River Bike Path Gap Closure Project, Los Angeles County Metropolitan Transportation Authority (LACMTA), Los Angeles, CA
BJ was responsible for preparing the existing conditions assessment documenting current ownership and rights along the LA River, analyzing the impact of proposed designs on existing ownerships, and preparing a relocation impact analysis to support planning phase.

Dumbarton Bridge to Quarry Lakes Trail Project Preliminary Engineering and Environmental Clearance, City of Fremont, CA
Epic is the right of way subconsultant to Alta on this project. The Dumbarton Bridge to Quarry Lakes Trail will provide a major regional trail connection between San Mateo and Santa Clara County, southern Alameda County, and eastern Alameda County. BJ's role is focused on identifying and documenting potential right-of-way acquisitions and creating a conceptual right-of-way cost estimate to support preliminary engineering.

Urban Trail and Greenway Network Phase 2, City of Glendora, CA
Epic is the right-of-way services subconsultant to Alta supporting the City of Glendora plan and construct a new trail system. As Alta kicks off this project with the City, BJ is performing preliminary title research on properties potentially impacted by the path. EPIC will also prepare real estate appraisals for temporary construction easements and permanent easements.

Ocean Boulevard Bike Trail Connector ATP, Port of Long Beach, Long Beach, CA
Epic is providing right-of-way and utility cost estimates, utility relocation coordination, right-of-way acquisition, and Caltrans certification for this ATP-funded bike trail connector project for the Port of Long Beach. Due to the ATP funding, Epic will also obtain certification of right-of-way and utilities from Caltrans at project close.



Md. Wahiduzzaman, PE

Lead Bridge and Structure Engineer

Md., with over 30 years of experience, has a broad background in analysis, design, construction support and project management for major public works bridge, structure, hydraulics and transportation projects. His expertise in bridge and structure design, hydraulics and hydrology, geotechnical engineering, roadway and trail design and understanding regulatory environmental permit conditions makes him an exceptional engineering professional for public works projects. His structural design experience includes multi-span bridges, bridge seismic retrofit, Stress Ribbon Bridge, Steel Truss Structures, FRP structure capacity enhancement, retaining walls and hydraulic structures following Caltrans, AASHTO LRFD, NRCS and USACE Guidelines. He is the Founding Principal of Bengal Engineering.

EDUCATION

BS Civil Engineering, BUET Bangladesh

MBA International Business, Pacific States University, Los Angeles, CA

REGISTRATIONS

Professional Civil Engineer: CA (#49838)

PROFESSIONAL HIGHLIGHTS

Software Skills: CSiBridge, CTBridge, CTAbut, SAP 2000, Civil 3D, HEC-RAS, LIPE, PYWall, StablPro, PTC Mathcad, Slope, Enercalc, Retain Pro

AVAILABILITY

35%

Relevant Experience

Broadway Brommer Pedestrian and Bicycle Bridges and Retaining Walls, Santa Cruz, CA

Bengal Engineering designed two pedestrian/bicycle bridges for the City of Santa Cruz over Arana Creek and Hagemman Gulch. Both bridges were uniquely designed to fit the environmental and geologic constraints. Md. met the city's desire to use a thin structure that would reduce visual obstruction and eliminate an intermediate support by designing a Stress Ribbon Bridge Structure. Using advanced analysis and computer programming skills, Md. designed a structure that complies with ADA requirements and has a minimum construction footprint.

Cabrillo Boulevard Bridge, Santa Barbara, CA

This high profile structure is located at the busiest intersection in Santa Barbara's heavily trafficked tourist area. Bengal Engineering designed the bridge to meet the demands of property owners, utility companies, environmental commissions, and state and city agents. Md. was the lead bridge and structure designer and also completed hydraulic and geotechnical analysis and reports. The superstructure was designed to eliminate falsework over the sensitive creek.

CV Link Pedestrian and Bike Multi-Use Trail Bridge and Retaining Walls, CA

Bengal Engineering teamed with Alta to provide the structure design for a 198-foot long bicycle causeway bridge at Highway 111 and several retaining walls on the CV Link Path in Coachella Valley. Each retaining wall site is complicated by levees, private property, geotechnical issues, and access. Md. led the Bengal design team and was responsible for the bridge and technical specs for the retaining walls.

Cacique Soledad Pedestrian and Bicycle Bridges, CA

Two new pedestrian/bicycle bridges and pathway completely transformed a neighborhood and greatly increased residents' access to downtown. Bengal's design saved enough money to expand pedestrian safety by filling-in sidewalks and providing pedestrian lighting along 8 city blocks. Md. was lead bridge designer. He also completed the geotechnical investigation and developed unique and innovative foundation solutions to meet the demands of the agency and landed a prestigious "Bridge Project of the Year" award from ASCE Los Angeles Section in 2019.



Scott Onishuk, PE

Senior Bridge and Structure Engineer

BENGAL ENGINEERING INC

Scott has over 30 years of experience in major public works civil engineering, bridge and structure design and project management. His expertise includes bridge and heavy structure, highway and bikepath design, and flood control projects. His thorough understanding of both Caltrans procedures and ADA requirements gives him an edge in managing a broad array of design guidelines, elements, and challenges throughout transportation projects. Scott oversees project scope, budget and schedule compliance and identifies critical path elements, facilitates value engineering and brainstorming sessions to develop optimum and effective design solutions. Scott actively leads design, creation of PS&E packages, and oversees construction.

EDUCATION

B.S. Civil Engineering, Montana State University

REGISTRATIONS

Professional Civil Engineer: CA (#48052)

PROFESSIONAL HIGHLIGHTS

Vice President of International Right-of-Way Association, Chapter 47, Ventura, Santa Barbara, San Luis Obispo Counties, 2018 & 2019

Member of the Santa Barbara County Council of Science and Engineering

American Public Works Association/Board positions: 2000-2010

AVAILABILITY

35%

Relevant Experience

Broadway Brommer Pedestrian and Bicycle Bridges and Retaining Walls, Santa Cruz, CA

Bengal Engineering designed two pedestrian/bicycle bridges for the City of Santa Cruz over Arana Creek and Hagemman Gulch. Both bridges were uniquely designed to fit the environmental and geologic constraints. In addition to the bridges, Bengal also designed the mechanically stabilized, earth retaining wall system to create the elevated causeway along the north edge of the small craft harbor and the soldier pile retaining walls along Brommer St. Scott provided Project Management and design oversight and QA/QC with special emphasis on troubleshooting the construction sequence for the stress ribbon bridge and the layout for the Arana Gulch bridge.

San Jose Creek Pedestiran and Bike Pathway and Bridge, Goleta, CA

Scott was the Project Manager and Lead Civil & Bridge Engineer for this ADA-compliant multi-use path, including a 140-foot long bridge for Santa Barbara County. This project required coordination between Santa Barbara County Flood Control District, utility companies, and private land owners. Bengal's work also included geotechnical recommendations and stream hydraulics evaluation for permitting.

Cohansey Ave. Bridge, Gilroy, CA

Bengal Engineering designed this new 119-foot long single span bridge over a Santa Clara Valley Water District flood control channel in a quickly developing community. Scott was responsible for Project Management, civil engineering, Structure Independent Design Check and the PS&E package per Caltrans/city guidelines. The project included an innovative retaining wall system which is several hundred feet long. Scott also served as the construction "Structure Representative" responsible for the oversight of building the bridge.

CV Link Pedestrian and Bike Multi-Use Trail Bridge and Retaining Walls, CA

Bengal Engineering teamed with Alta to provide the structure design for a 198-foot long bicycle causeway bridge at Highway 111 and several retaining walls on the CV Link Path in Coachella Valley. Each retaining wall site is complicated by levees, private property, geotechnical issues, and access. As Project Manager, Scott oversaw all plan production and completed QA/QC.



Thomas Conti, PE

Senior Engineer

Tom has over 33 years of experience in construction, heavy equipment operation and civil engineering. His project management experience includes administration of transportation projects, flood control projects, railroad construction, utility design and analysis, and pavement inspection including system-wide condition assessment reporting. He is a key member of Bengal Engineering; Bengal knows he is a good fit for the project because of his skill, perseverance, and positive attitude. His familiarity with tight urban environments for transportation projects will be a benefit to any project. Tom has graduated from the "Local Assistance Residential Engineer Academy", and is certified APWA Construction Inspector.

EDUCATION

AAS, Architecture/Construction Technology, SUNY Alfred, 1994

BSCE, Civil Engineering, University of Utah, 2002

REGISTRATIONS

Professional Civil Engineer: CA (#73108)

AVAILABILITY

35%

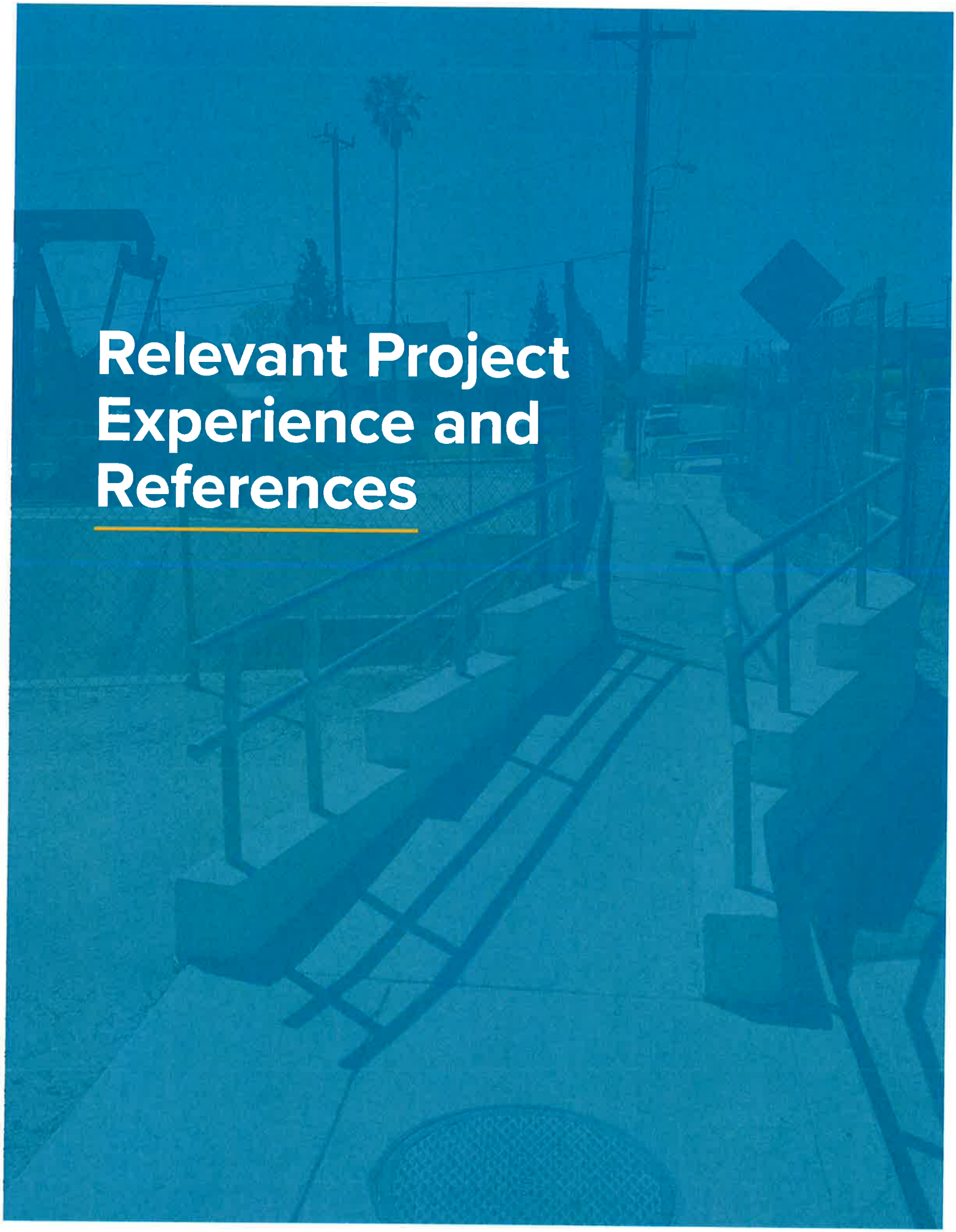
Relevant Experience

Cacique Soledad Pedestrian and Bicycle Bridges, CA
This sought-after project created a better bicycle connection through the lower Eastside of Santa Barbara. This Cycle 1 ATP grant not only succeeded in fulfilling the desired connection, it also won acclaim as the 2019 ASCE LA Section Bridge POY and later was highlighted in the Caltrans ATP profile of success. Tom served as an extension of city staff providing near-daily help to the City of Santa Barbara. Besides being Project Manager for Bengal Engineering on this project, he acted as the environmental technical studies lead, the utility coordinator and the lead civil designer. He also led all presentations at local discretionary Review Board meetings.

Quinentos Street Bridge Replacement, Santa Barbara, CA
As Project Manager for this Highway Bridge Program bridge replacement project, Tom oversaw coordination of all subconsultants, discretionary approvals, project design and plan production. Tom's leadership was instrumental in completion of a complicated environmental (NEPA) process in 18 months. The project included bridge replacement, roadwork, creek retaining walls, drainage, stormwater compliance, utility relocation and sidewalk modifications.

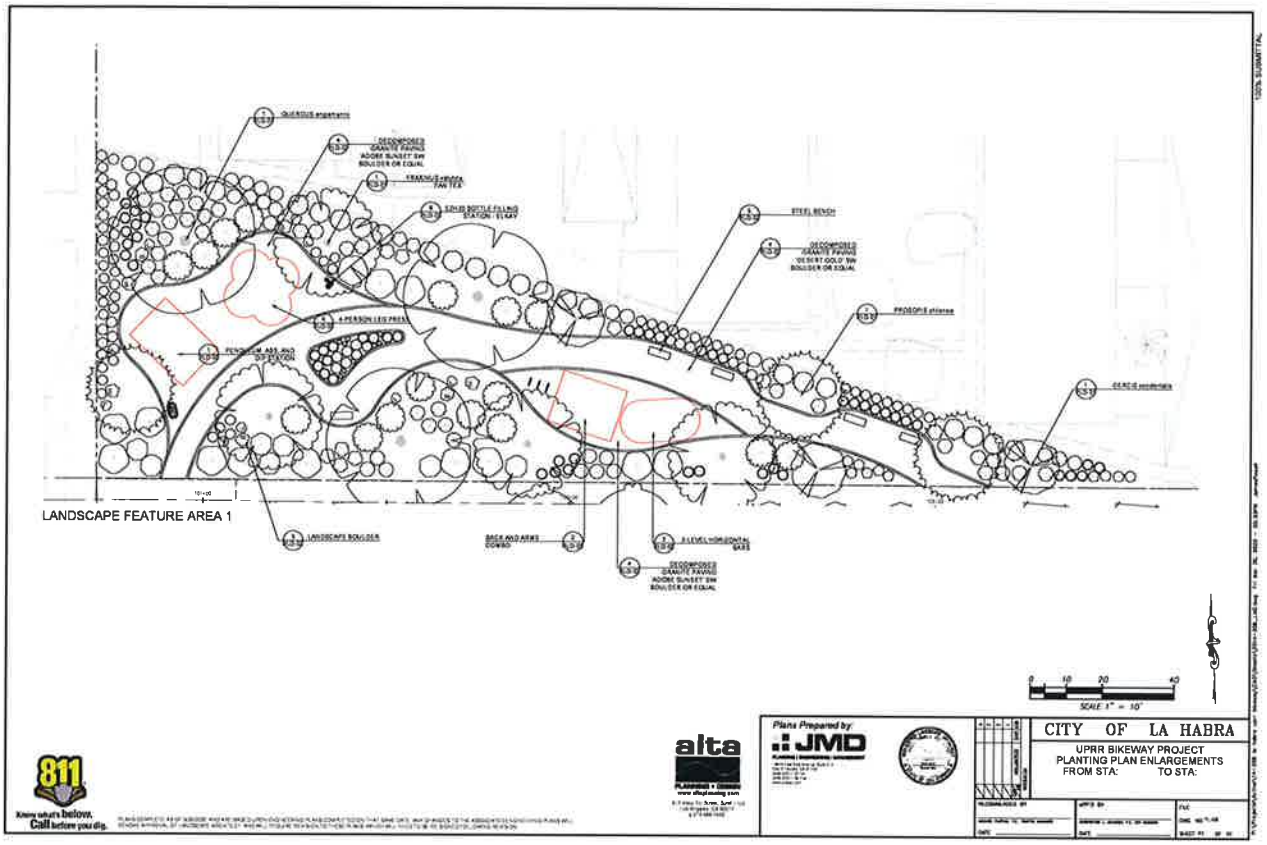
Cota Street Bridge Replacement, Santa Barbara, CA
Tom served as Project Manager and Lead Civil Engineer on this Highway Bridge Program project that included bridge replacement, roadway and sidewalk realignment, geotechnical analysis, hydraulic modeling, riparian restoration, multiple utility relocations along with bridge/ structure design. Tom also supported city staff with their day-to-day needs by providing exhibits, supporting documents, and attending meetings.

Lower Mission Creek Flood Control Project, Santa Barbara, CA
Bengal Engineering's lead for this long-envisioned project includes design of the channel improvements for multiple reaches dating back to 2006. Previously Mr. Conti served as a Project Engineer at the City of Santa Barbara on key elements of this approx. $80 million project. His work included grant funding, Coastal Commission permitting, and coordination with the Corps of Engineers and Santa Barbara County.



Relevant Project Experience and References

Relevant Project Experience and References



La Habra UPRR Bikeway

LA HABRA, CA | 2014-2019

As part of a larger consultant team, **Alta** supported the development of an initial 5% level conceptual design and 30% design level drawings for the La Habra Union Pacific Rail Line Bikeway project. Alta helped develop the conceptual alignment in order to provide compliance with existing codes, standards, and guidelines and current best practices for safety and user experience, and developed specific treatments at pinch points and challenge areas.

Alta helped refine and detail the drawings for regulatory and directional signs and facility striping and marking and wayfinding, with the objective of preparing a functional information and guidance system that addresses signage, pavement markings, design elements, and orientation maps. These features will help trail users identify and navigate the bikeway to and from major destinations in the city.

Alta provided landscape and irrigation plans responding to the context which included the use of native trees and shrubs and groundcover or materials that are specifically approved for use in an urban context in La Habra. Additionally, Alta recommended locations for trail amenities such as benches, trash cans, bike racks, and drinking fountains.

OWNER

Christopher Johansen, City Engineer, City of La Habra, (562) 383-4170

CONSTRUCTION COST

$40 million

ALTA STAFF

- ✓ Greg Maher, Project Manager
- ✓ James Powell, Design Lead
- ✓ Talia Agazaryan, Engineer

This project was completed on time and within budget.



Victorville Mojave Riverwalk Trail Master Plan and Final Design

VICTORVILLE, CA | 2001-2006 (TRAIL MASTER PLAN);
2014-2019 (FINAL DESIGN)

Located east of Los Angeles in the Mojave Desert, the City of Victorville selected **Alta** as the lead design firm to create a master plan and oversee the environmental assessment work for this pristine and highly sensitive riparian corridor. The nine-mile trail follows the Mojave River, passing along areas rich in cultural and natural history. Additional issues included negotiating with the Burlington Northern/Santa Fe Railroad for trail use within the rail right-of-way; addressing concerns of citizens who live adjacent to the trail; routing the trail through the "Narrows", a constricted canyon containing the river, railroad, and proposed trail; identifying trail alignments before rapid development makes the alignment obsolete; addressing public safety in isolated portions of the trail; meeting the needs of multiple users, including portions heavily used by equestrians and mountain bikers; and arriving at a strong design concept that reflects the uniqueness of this riparian corridor.

After completing the Master Plan phase, Alta managed the trail environmental assessment work and authored a Caltrans Active Transportation Program Grant Application effort for this project, securing $3.8 million in implementation funding.

OWNER

Brian Gengler, City Engineer, City of Victorville Public Works Department, (760) 955-5156, bgengler@victorvilleca.gov

CONSTRUCTION COST

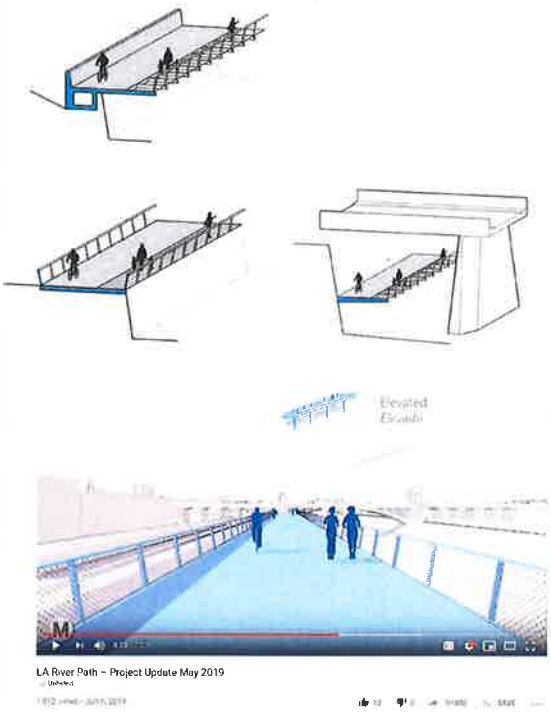
$4.7 million

ALTA STAFF

- ✓ Greg Maher, Project Manager
- ✓ Vincent Hellens, Associate Engineer
- ✓ James Powell, Senior Design Associate
- ✓ Steven Frieson, Principal Engineer
- ✓ Markos Legesse, Associate Engineer

This project was completed on time and within budget.





LA River Path – Project Update May 2019

Metro LA River Path

LOS ANGELES, CA | 2018-ONGOING

Alta is co-leading the team selected by Metro to design the landmark LA River Path project. This project—one of the largest active transportation trail projects in the country—will close an eight-mile gap in the path along the Los Angeles River (LA River) in downtown Los Angeles and Vernon. Once complete, the LA River Path will be a 32-mile continuous pathway for walking and biking.

The team's community-driven design approach focuses on user experience and legibility. To-date, the Alta team has led Metro through an Alternatives Analysis process that led to board consent and approval to move into environmental and conceptual engineering. Over the next six years, Alta will be leading path geometrics, assisting with the CEQA/NEPA process, developing construction documents, supporting Army Corps and local agency permitting, and providing construction support.

Epic Land Solutions is a subconsultant on this project, resposible for evaluating potential impacts to properties in and adjacent to the LA River, preparing a relocation impact study, and performing a right-of-way cost to support the project design report.

CLIENT REFERENCE

Mitali Gupta, Manager, Countywide Planning & Development - Mobility Corridors, Los Angeles County Metropolitan Transportation Authority, (213) 922-5283, GuptaM@metro.net

CONSTRUCTION COST

$300 million

ALTA STAFF

- ✓ Greg Maher, Design Advisor
- ✓ Vincent Hellens, Associate Engineer
- ✓ Markos Legesse, Associate Engineer
- ✓ James Powell, Demand/ Equity Analysis Lead
- ✓ Talia Agazaryan, Engineer

This project is on track to be completed on time and within budget.



CV Link Master Plan, Design, and Engineering

COACHELLA VALLEY, CA | 2013-ONGOING

CV Link is an innovative, multimodal facility of national importance that connects communities in the Coachella Valley while providing significant environmental, health, wellness, and economic benefits. In 2013, **Alta** began development of the CV Link master plan for the multimodal spine of on- and off-street shared use facilities that connect the nine cities of the Eastern Riverside County region. The team prepared a Parkway Master Plan and a Neighborhood Electric Vehicles (NEV) Plan to meet legislative requirement. Alta is currently providing project management, civil engineering, and architectural site design services, and construction oversight for a core 50-mile segment. This includes agency and JPA coordination, pathway grading, drainage, and setting overall design standards. The pathway system accom modates low speed electric vehicles (LSEVs) in addition to bicyclists and pedestrians. Alta is providing recommendations for on-street segments—five miles of which are currently out to bid for construction—and supporting infrastructure, including LSEV charging facilities.

This iconic project utilizes unique design elements that contrast with and complement the desert context and site character. Solar panel mounted shade structures with undulating forms emphasize fluidity and motion, while pathway bridge structures maintain a 'lighter-than-air' look and feel. The wayfinding is intuitive through its bold cues of color that indicate one's orientation by the direction one is facing. Light tubes are employed to capture the attention of passing motorists through motion activation and digitally projected art enlivens blank concrete walls and dark underpasses.

Bengal Engineering assisted with the design of a pedestrian/bicycle bridge and several retaining walls as a subconsultant to Alta on this project.

CLIENT REFERENCE

Coachella Valley Association of Governments *(reference available upon request)*

CONSTRUCTION COST

$100 million

ALTA STAFF

- ✓ Steven Frieson, Principal Engineer
- ✓ Vincent Hellens, Associate Engineer
- ✓ Markos Legesse, Associate Engineer
- ✓ Talia Agazaryan, Engineer

This project is on track to be completed on time and within budget.



Riverside Gage Canal Multi-Purpose Recreational Trail

LOS ANGELES, CA | 2020-ONGOING

Alta is leading trail design and outreach for the Gage Canal Multi-Purpose Recreational Trail project. The trail is a 2-mile active transportation and recreational green space trail over the existing Gage Canal. The project will create a Class I asphalt concrete (AC) paved trail and a natural surface trail within an existing city-owned water utility easement. The trail corridor will be landscaped with native and climate appropriate trees and shrubs, and will feature additional amenities including entry plazas, trailside seating, bicycle racks, interpretive signage, and solar lighting. It will create a continuous off-street active-transportation and multi-purpose recreational trail connection from Palmyrita Avenue to Blaine Street, and will offer local residents both recreational opportunities and a connection to the Box Springs Reserve. The project includes site inventory and analysis, environmental services (CEQA), community outreach, final design, and construction support services. Alta is currently providing project management, outreach, civil engineering, and landscape architectural design services.

Bengal Engineering is providing civil engineering support services as a subconsultant to Alta on this project.

CLIENT REFERENCE

Jordan Maus,
Project Manager, City of Riverside, Department of Parks, Recreation, & Community Services,
(951) 826-2201,
JMaus@riversideca.gov

CONSTRUCTION COST

$3,708,510

ALTA STAFF

- ✓ Greg Maher, Principal-in-Charge
- ✓ Vincent Hellens, Project Manager
- ✓ James Powell, Assistant Project Manager
- ✓ Markos Legesse, Associate Engineer
- ✓ Talia Agazaryan, Engineer

This project is on track to be completed on time and within budget.







Rialto Pacific Electric Trail Expansion Feasibility Study

RIALTO, CA | 2020-ONGOING

Alta is leading a feasibility study to assess different alternatives for extending the Pacific Electric trail in Rialto. The trail uses right-of-way owned by the San Bernardino County Transportation Authority (SBCTA) and includes active rail service by the Southern Pacific Railway. The trail is in a disadvantaged community based on factors related to income, health, and quality of the environment.

The feasibility study will appropriately address safety concerns about siting near an active rail line, including adhering to SBCTA siting requirements. The study will determine the availability of right-of-way along the route and address current use of the corridor that is incompatible with or obstructs the development of the multiuse trail. Based on existing constraints and feedback received from community open houses, Alta will develop alternatives for trail development. These alternatives will be evaluated against probable costs and community benefits, including benefits to the mobility, health, and wellness of disadvantaged communities. Alta is developing a concept plan up to the 30% stage for the preferred alternatives, including an engineer's estimate.

CLIENT REFERENCE

Michael Tahan, Interim Public Works Director, City of Rialto, mtahan@rialtoca.gov, (909) 421-7229

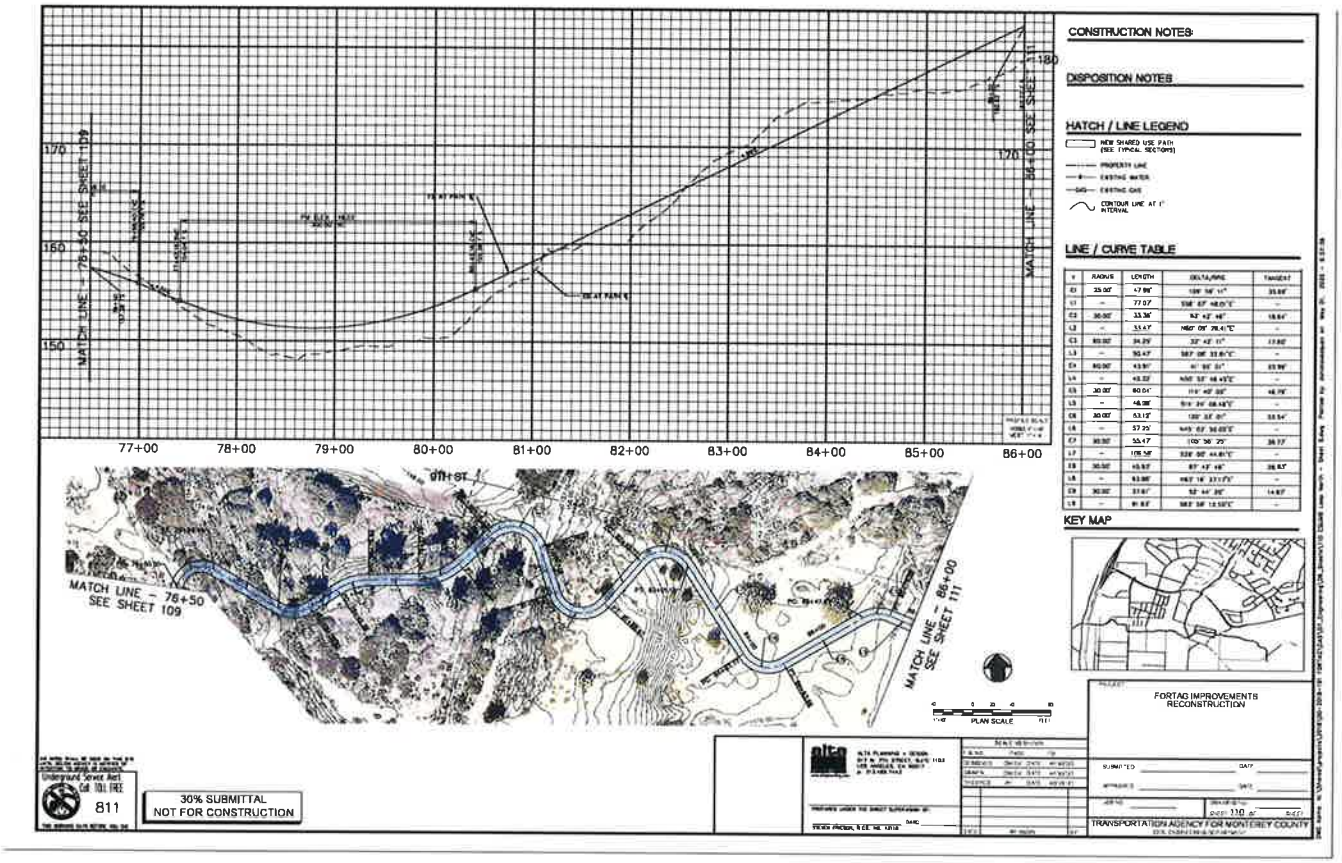
CONSTRUCTION COST

$2.5 million

ALTA STAFF

- ✓ Greg Maher, Principal-in-Charge
- ✓ Steven Frieson, Project Manager
- ✓ Vincent Hellens, Assistant Project Manager
- ✓ James Powell, Landscape Architect
- ✓ Talia Agazaryan, Engineer

This project is on track to be completed on time and within budget.





Monterey County Fort Ord Recreational Trail and Greenway

MONTEREY COUNTY, CA | 2018-2020

Alta led the environmental review and preliminary design of the Fort Ord Recreational Trail and Greenway, a 24+-mile long trail corridor comprised of multiple loops that connect communities in Monterey County. The primary outcomes of this project were a design strategy with a branded identity; a report of agency and utility coordination, permitting, and acquisition requirements; a core trail alignment; environmental review and document preparation; and a suite of grant-ready project benefits and core data that will facilitate future funding. The project involved extensive outreach, including a series of pop-up workshops and intercept surveys that Alta developed and deployed for local trail users to inform design decisions.

CLIENT REFERENCE

Rich Deal, Principal Engineer, Transportation Agency for Monterey County (TAMC), (831) 775-4413, rich@tamcmonterey.org

CONSTRUCTION COST

N/A

ALTA STAFF

- ✓ Greg Maher, Project Manager
- ✓ James Powell, Assistant Project Manager
- ✓ Steven Frieson, Principal Engineer
- ✓ Vincent Hellens, Associate Engineer
- ✓ Talia Agazaryan, Engineer

This project was completed on time and within budget.

Santa Susana Trails Master Plan

LOS ANGELES COUNTY, CA | 2017-2018

Alta provided support in guiding the future development of multi-use trails for a nearly 13-square-mile study area located in northwestern Los Angeles County. The project proposes a complete multi-use trail system connecting user groups and local populations to desired recreation destinations and experiences, with transitions to trails in adjacent jurisdictions, compatibility with adjacent land uses and environmental resources, and sustainable design. As the prime consultant, **Sapphos Environmental** prepared the IS/MND and associated technical reports.

CLIENT REFERENCE

Michelle O'Connor, Section Head - Trails Planning, Los Angeles County Department of Parks and Recreation, (626) 588-5302 MOconnor@parks.lacounty.gov

CONSTRUCTION COST

N/A

ALTA STAFF

- ✓ Greg Maher, Principal-in-Charge
- ✓ James Powell, Project Manager

This project was completed on time and within budget.

Castaic Multi-Use Trails Master Plan

LOS ANGELES COUNTY, CA | 2015-2017

Alta prepared a multi-use trails plan, technical reports, and environmental documentation pursuant to the California Environmental Quality Act (CEQA) for the Castaic Area Multi-Use Trails Plan. The study area encompasses approximately 76 square miles in the Castaic area and will guide future trail development. The plan recommends improvements to existing trails and provides trail users and local populations with seamless transitions within the study area to trails of adjacent jurisdictions and prime destinations within and adjacent to the study area.

CLIENT REFERENCE

Zachary Likins, Park Planner, Los Angeles County Department of Parks and Recreation, (213) 351-5149 zlikins@parks.lacounty.gov

CONSTRUCTION COST

N/A

ALTA STAFF

- ✓ Greg Maher, Principal-in-Charge
- ✓ James Powell, Project Manager

This project was completed on time and within budget.

John Anson Ford Amphitheatre Trail Project

LOS ANGELES COUTY, CA | 2014

Alta prepared a concept plan, concept grading and drainage plan, cost estimate, and supporting technical documents in support of the development of the approximately 0.75-mile John Anson Ford Amphitheatre Hiking Trail. Presenting a challenge and an opportunity, the steep slope of the project site leads to a ridgeline that offers extensive panoramic views of Los Angeles. The concept pPlan incorporated technical findings to address this challenge, including the findings of the title report, geotechnical report, soil agronomy report, and property rights report.

CLIENT REFERENCE

Chester Kano, Capital Improvements Group Section Head, Los Angeles County Department of Parks and Recreation, (626) 588-5316, CKano@parks.lacounty.gov

CONSTRUCTION COST

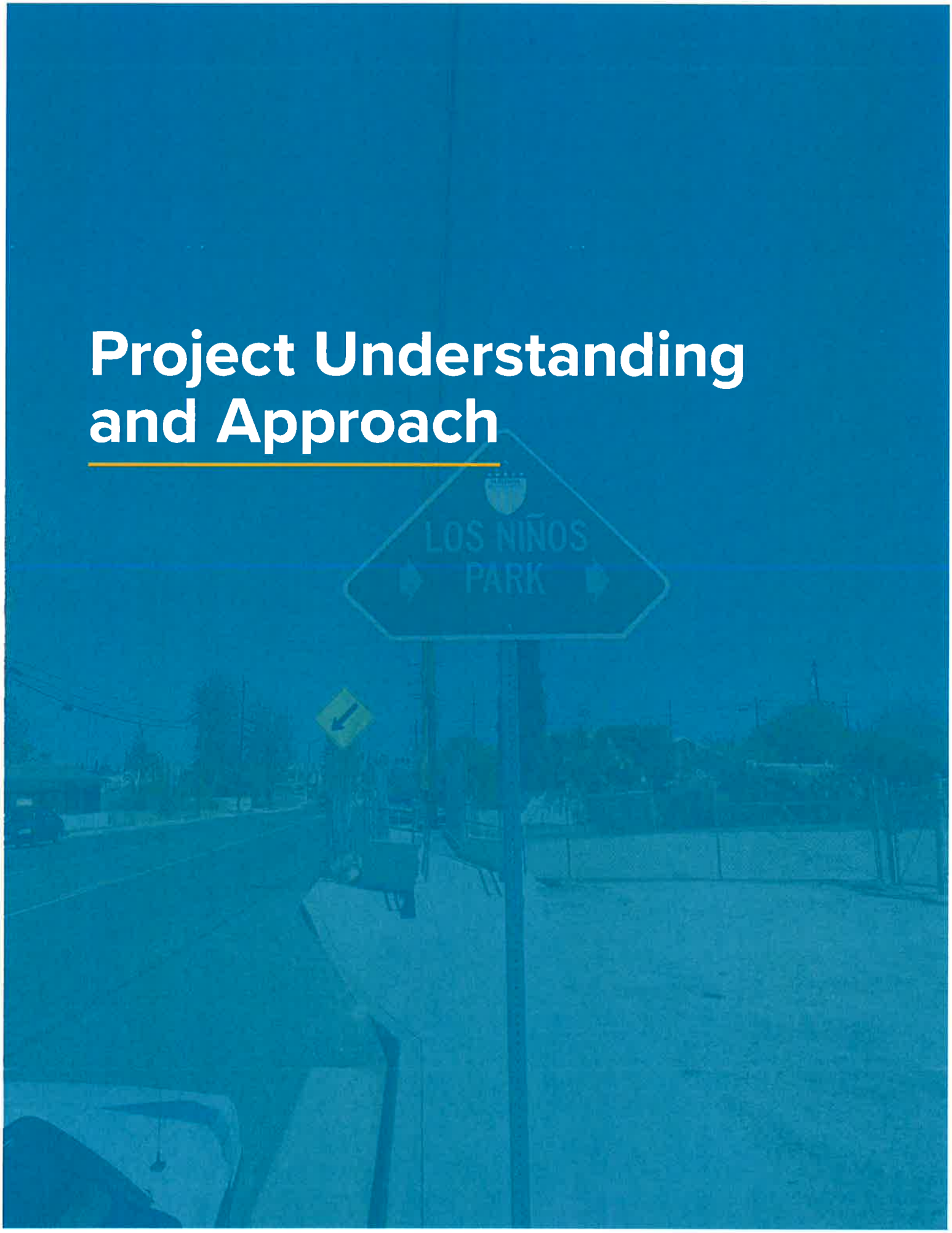
$1.25 million

ALTA STAFF

- ✓ Greg Maher, Project Manager
- ✓ James Powell, Design Lead

This project was completed on time and within budget.

Project Understanding and Approach



Project Understanding and Approach

Project Understanding

The Atwood Multi-Purpose Trail aims to provide connectivity to the disadvantage communities, including Placentia's Veterans Village and the Atwood communities while promoting a livable community where people can get around without cars. This trail presents a great opportunity for Placentia to dramatically expand its recreational amenities, enhance safety, and better connect its parks, schools, and neighborhoods. The proposed Atwood Multi-Purpose Trail is 0.6-miles along the Atwood Channel between Jefferson Street and Lakeview Avenue. The multi-use trail will not only close gaps in Placentia's active transportation network, but will provide connection to the City of Anaheim's Class II bike facilities on Lakeview Avenue to the east. We recognize the significance of creating this key segment of the trail which will assist in expanding the city's trail network and help increase the number of users who can bike/walk to public transportation. Within the local Atwood community, it will connect Parque de Los Ninos park and El Camino Real High School, and enhance safety by providing a continuous trail largely separated from vehicular traffic. The primary purpose of this feasibility study is to identify a preferred trail alignment; explore the feasibility of trail crossings at roads and railroads; identify opportunities for access points that connect the trail to neighborhoods, parks, schools, and transit; and develop strategies for implementation.

We understand the city's goals and requirements for this project as well as the site conditions that will influence its design. Our approach to project delivery will focus on maintaining the overall vision while addressing constraints related to available right-of-way and grade changes. We understand that the city received a grant from the Orange County Transportation Authority (OCTA) through the CMAQ Program for $280,000 with a local match of $70,000 for preliminary engineering and environmental analysis phase. The funding at stake totals $350,000 to be exact, which means the project must proceed as planned in a cost-effective manner.

Project Delivery Approach

Alta's approach to project delivery involves a combination of administrative or management steps and procedures that see that the project scope and objectives are met on time and within budget, but it all starts with having the right personnel. The Alta project team has been specifically selected for this project based on individual experience and expertise as well as experience working on many similar projects together.

As Project Manager, Vincent Hellens, ENV SP, QSD/P will manage all aspects of the project, including coordination, staffing, quality assurance, design, budget, and schedule. He has the support of his team of experts, his vast experience, and Alta Project Management tools implemented on every project to achieve success on this project. Vincent will be supported by two design leads, Jocelyn Walker, PE for civil design and James Powell, PLA, ASLA for landscape design. We will leverage their combined 50 years of experience to successfully deliver this exciting project.

Our ultimate goal is to be an extension of city staff for the life of this project. We will see that the city's Project Manager has current status of each task and agency coordination updates, so that there are no surprises. Vincent will provide overall project management and team coordination from project inception to closeout. Quality work, cost control, and schedule compliance will result from a systematic management program tailored to the design services for the Atwood Multi-Purpose Trail project. Holding to the planned task budgets and anticipating workload and schedule changes allows us to deliver complex projects on time and on budget. This will be accomplished by preparing and maintaining a detailed critical path method schedule that is resource loaded and treated as a living document throughout the lifecycle of the project. We have already developed a draft schedule and included it in this proposal for your review and contemplation. Our project management infrastructure also includes the utilization of Deltek for budget planning, control, and invoicing.

Alta will host an in-person or virtual project kick-off meeting and recurring project progress meetings with the consultant team, city Project Manager and staff, and when appropriate, other divisions within the city and other stakeholders. During the kick-off meeting, we will discuss project goals, objectives, and related constraints and opportunities with city staff in order to confirm the study parameters and schedule. The kick-off meeting will also introduce the Alta team and city staff and discuss team member roles and responsibilities on the project.

Quality Assurance and Quality Control

Alta maintains a QA/QC system along with strict adherence to established business procedures. Our team employs a three-tier quality control system that includes: one (1) peer review of materials, two (2) independent review by principals, and three (3) in-house scheduling and management tools.

Our QA/QC process begins at the start of the project. We believe that everyone on the team is responsible for providing our clients with quality products and deliverables. Our designers utilize checklists during their design process to identify key issues that are communicated to other disciplines early on in the design. This helps us to avoid missing key elements during the design process while at the same time serving as a reminder to communicate internally within our team. In addition, our designers are required to have a senior level engineer provide an over-the-shoulder review at the preliminary stage of the design so that we have considered other design elements that may enhance the project.

Our designers are required to submit the checklists as part of the QA/QC process to provide reviewers with additional project information to aid in the review process and allow them to focus on key design elements. This process makes everyone on the team accountable for providing quality design and deliverables.

The QA/QC process will be led by Alta's designated QA/QC Manager Steven Frieson, PE, LCI, QSD whose primary role will be to integrate project goals and to verify the accuracy and consistency of project deliverables. Alta utilizes Bluebeam Revu for deliverables review which allows us to document all of the review comments and see that all comments are addressed prior to submitting to our clients.

By using Bluebeam Sessions for our QA/QC process, we improve efficiency and are able to utilize our design experts across the company as reviewers. Our quality management procedures will see that:

- Work is performed by qualified personnel
- The necessary information is documented, checked, transmitted, and reviewed for completeness
- Documents are reviewed by the appropriate technical staff for constructability and accuracy
- Products are reviewed by staff not involved in the project to provide a fresh perspective and insight

Key Design Issues and Solutions

It is critically important to have a consultant that understands and is prepared to address the common challenges and opportunities associated with alternative transportation mode improvement projects with innovative and tested approaches. Issues and opportunities can be categorized as those associated with project design, and those associated with project process. We have identified project constraints and, more importantly, have developed proposed solutions to make sure the city's and community's needs are met. Key project requirements and elements to be addressed include the following:

1. **Community Buy-In:** It is important to keep the community involved, and without community buy-in, a project may never get off the ground or will not be accepted once it is completed. The CMAQ funding is tied closely to community involvement, so without implementing and documenting the project's approach to community involvement, the funding could be at jeopardy. The existing alignment was based on early community input and we want to make sure this study will seamlessly be implemented. We will continue to support the city to emphasize the need for a dedicated Class I trail, making it safer to cross the street, bike to work/school, and enhance public health. The early community outreach strategies will lay the groundwork for the city to submit a successful Caltrans ATP application to provide implementation funding for the trail.
2. **Preferred Trail Alignment:** Both the north and south banks of the channel have a continuous maintenance path, but some narrower than others. The Alta team will take into consideration opportunities and constraints such as channel configuration, property ownership, maintenance access and needs, potential for amenities, and community preferences to help us determine the best bank for the trail alignment (north or south) through the study area. We are adept at using innovative tools to help the design team, stakeholders, and community members visualize alternatives. The preferred alignment will also consider access points along the trail to connect to El Camino Real High School, Atwood neighborhood, transit, and Parque De Los Ninos park which are critical to consider along the corridor. Alta will work with stakeholders and the public to help identify where wayfinding, amenities, and different types of crossing treatments should be placed to reinforce these connections.



Alta will evaluate alignment alternatives that will minimize environmental impacts and provide a positive user experience that reflects the need for access to the trail as a destination.

3. **Intersection Crossings:** The design of intersection crossings will be critical to the success of this project. Alta's extensive knowledge of standards and best practices and experience in project design and implementation will help us design crossings that are safe and functional. Alta understands the importance of safety for pedestrians and cyclists at uncontrolled crossing locations. We will investigate opportunities to improve safety at the Jefferson Street, Van Buren Street, Richfield Road, Fee Ana Street, and Lakeview Loop trail crossings through potential measures such as crosswalk visibility enhancements (e.g. improved lighting, high-visibility crosswalks, advanced yield here to pedestrians' signs), raised crosswalks, and HAWK or RRFB installations. The appropriate approach will depend on the crossing width, traffic volume and speed, as well as proximity to adjacent intersections. High visibility crosswalks, advanced warning signage, and parking restrictions for the residential midblock crossing would be a cost-effective approach to increase safety and visibility for pedestrians and cyclists. In addition, we will confirm the design has adequate sight distance for motorists on the approaches to the crossings and ample sight distance for pedestrians and cyclists attempting to cross the intersections.

4. **BNSF Rail Crossings:** Grade-separating these conflict points allows for an uninterrupted flow of traffic while also eliminating the safety threat posed by trains, pedestrians, or cyclists. Grade separation will increase trail safety by reducing the train-pedestrian conflicts. The rail crossing is removed from the intersection, thus eliminating the possibility of collisions between those streams of pedestrians. Pedestrians are given greater protection from the trains, as there will be only one line of traffic to cross and more refuge points can be provided at multiple locations. Grade separation can be costly; therefore, Alta will look at north/west alternatives to maintain connection of the Atwood Multi-Purpose Trail. Bengal Engineering will explore the structural feasibility for the grade-separated crossings. BNSF railroad plays an important role on this project and effective coordination will be key to the project success.

5. **Environmental Considerations:** The proposed project will entail a coordinated effort between the city and the California Department of Transportation (Caltrans) as the funding is through the Federal Congestion Mitigation Air Quality Improvement Program, making the city the CEQA lead agency and Caltrans the NEPA lead agency. It is anticipated, based on preliminary review of the proposed project, that the Preliminary Environmental Study will support approval of the proposed project by Caltrans pursuant to a NEPA Categorical Exclusion. Based on a preliminary desktop review, the project may provide habitat for nesting birds and other sensitive biological resources with records in the vicinity. However, because the channel is man-made and devoid of riparian vegetation it is anticipated that there is no occupied habitat, and protocol surveys will not be required. The Alta team, supported by Sapphos Environmental, stands ready to swiftly support the city with all necessary environmental compliance documentation for Atwood Multi-Purpose Trail.

6. **Informed Implementation Strategy:** Alta's team has authored and secured well over $50 million in funding for bicycle and pedestrian projects throughout the state. We understand the importance of leveraging local sources to maximize the amount of money available for projects. Because of our experience writing these grants on behalf of our client communities, we know how to structure a project so it will deliver materials and narratives that will seamlessly translate into grant applications.

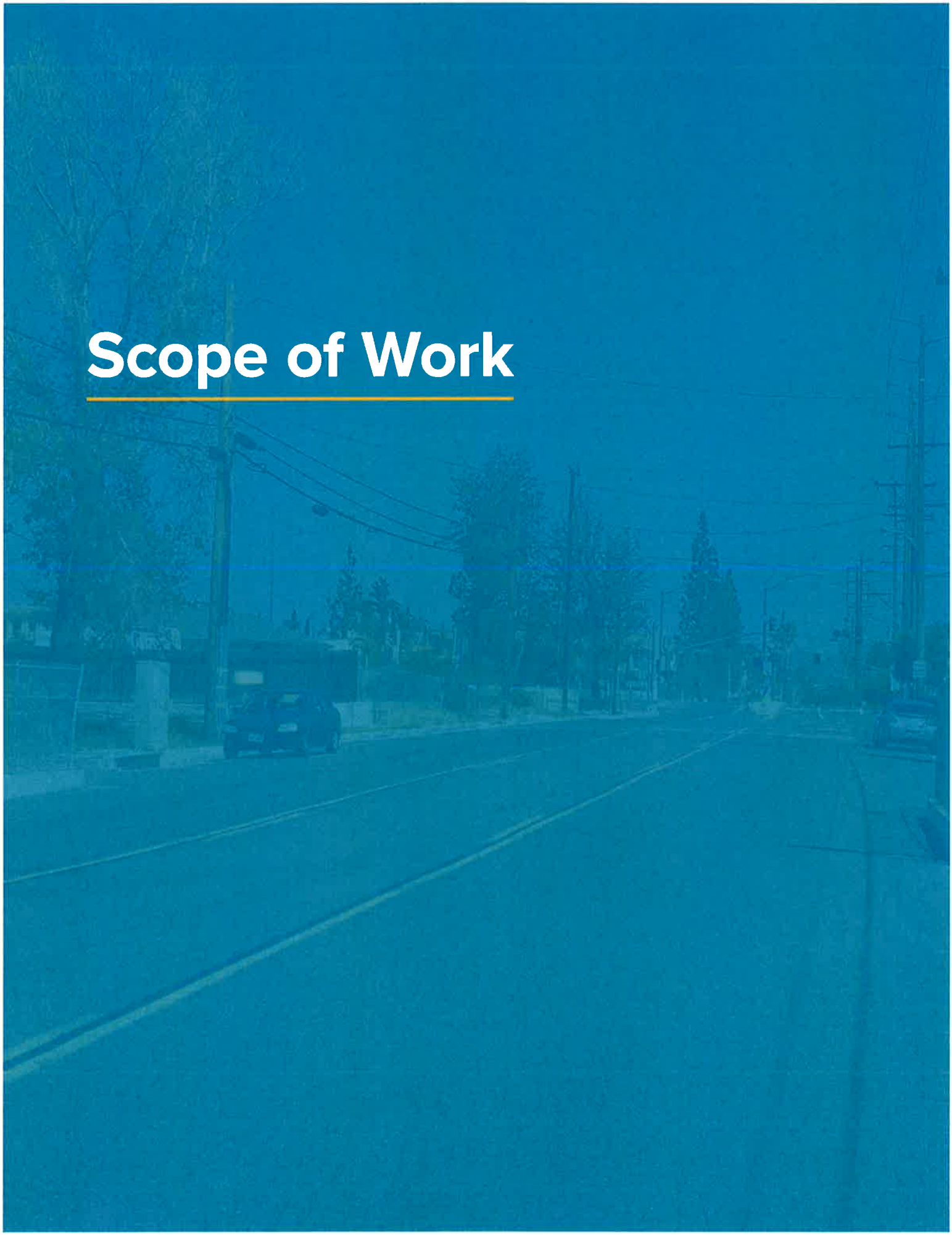


Alta with support by Bengal Engineering will study grade-separated crossing at BNSF rail crossing east of Jefferson Street.



One of the common challenges along the Atwood Multi-Use Trail is how to address uncontrolled street crossings. Alta will provide cost-effective solutions that provide safe and functional crossings for pedestrians and cyclists

Scope of Work



Scope of Work

Task 1.0: Project Management, Meetings, and Task Effort Worksheet

Alta will provide overall project management and team coordination from project inception to closeout. Quality work, cost control, and schedule compliance will result from a systematic management program tailored to the Atwood Multipurpose Trail Project. Holding to the planned task budgets and anticipating workload and schedule changes will allow us to deliver this project on time and on budget. This will be accomplished by preparing and maintaining a detailed Critical Path Method (CPM) schedule that is resource loaded and treated as a living document throughout the project's life. We have already developed a draft schedule and included it in this proposal for your review and contemplation.

Vincent Hellens, ENV SP, Alta's Project Manager, will be dedicated to the project directing the activities of the project team, including our subconsultant, throughout the duration of the project. He will produce agendas and minutes for, and conduct, Project Delivery Team (PDT) meetings as well as produce monthly reports detailing progress updates. He will also prepare monthly invoices, and project schedule updates for submission to the city's Project Manager. Vincent will maintain an action item list to track critical activities, including responsible parties, due dates, and deliverables above and beyond those defined in various tasks described in this scope of work.

The following meetings will provide structure throughout the lifetime of the project; we assume all meetings will occur virtually, until state COVID-10 restrictions are lifted.

Project Kick-Off Meeting

The Alta team will host a project kick-off meeting with the consultant team and city Project Manager and staff to confirm project scope, goals, and key constraints and opportunities to confirm the study parameters and schedule. The kick-off meeting will also introduce the Alta team and city staff and discuss team member roles and responsibilities on the project.

Monthly Project Delivery Team Meetings

Our team prepares engaging and interactive PDT meetings to keep key decision makers consistently enthusiastic about participating. To this end, we have developed a series of design exercises, surveys, and activities to elicit critical feedback. Through employing this process on other corridor projects in the area, we have found PDT members look forward to our meetings and strive to participate consistently. This consistency results in more efficient decision making and reduces project re-work.

PDT Meetings will occur monthly, and Alta will maintain a running meeting agenda including minutes, and a summary of action items to keep the project on track. At the kick-off meeting, we will work with the city to identify the core group of decision makers who will attend regularly and those who will be pulled in during specific phases only. These include stakeholders such as Orange County Flood Control District, Orange County Transportation Authority (OCTA), Caltrans (District 12) Local Assistance office, Army Corps of Engineers, California Department of Fish and Wildlife, Regional Water Quality Control Board, Burlington Northern & Santa Fe Railway (BNSF), Metrolink, and Placentia-Yorba Linda Unified School District.

The timing of Project Development Team meetings will coincide with submittals so as to provide more than just a regular check-in on the project status and schedule, but an opportunity for the city and Alta team to verbally discuss city comments and project concerns on deliverables.

Alta Internal Team Meetings

Alta's core project team including as needed subconsultants will meet on a weekly basis to review work progress and technical issues, discuss upcoming tasks, and coordinate across disciplines.

Quality Assurance/Quality Control

The Alta Quality Assurance program (AQUA) is our approach to providing services and developing deliverables that satisfy client requirements in a systematic, reliable way. Our goal is to achieve the highest level of "Alta Quality" on everything we do. AQUA includes a three-tiered review process that records the originator, checker, back-checker and verifier of each document that goes out the door. The AQUA process will include adherence to the city's Design Submittal Checklist.

Each submittal will be reviewed by personnel not directly involved with the project to see that quality standards and conformance to city standards are met. We utilize senior level staff for all submittal reviews and clearly communicate project requirements to the entire project team so all team members understand project expectations.

Community Outreach

Our team can offer added benefit to the city by having our internal staff assist with Community Outreach. Alta will support the city's engagement activities, including attendance of up to two (2) Alta staff at one (1) public workshop (not to exceed two hours) to reintroduce the project to community stakeholders after the city approves the draft alternatives. The Alta team will also prepare up to six (6) color graphic presentation boards and one (1) handout that illustrates the design concept for use at the public workshop/community outreach meeting; we will include Spanish translation on these materials. This added value to the contract will improve the competitiveness of the city's future grant applications.

TASK 1.0 DELIVERABLES:

- Project kick-off meeting
- PDT meeting agenda and minutes
- Monthly progress reports and invoices
- Project schedule
- Alta Quality Assurance Program (AQUA)
- Draft and final presentation, graphic boards, and handouts

TASK 1.0 EXCLUSIONS:

- No formal presentation for public review of draft environmental document. We anticipate that all environmental impacts can be mitigated to a less than significant level and that a Mitigated Negative Declaration will be sufficient for this project.

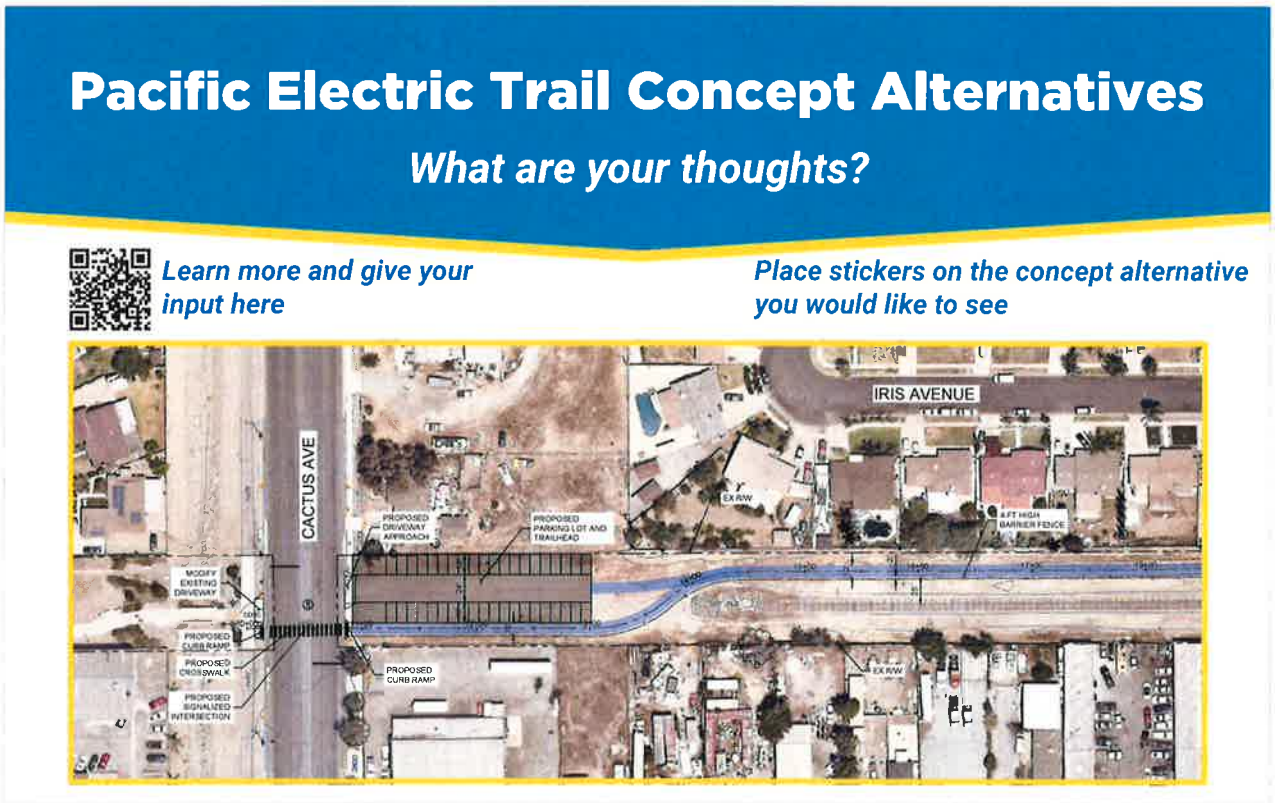
Task 2.0: Preliminary Engineering

2.1: Base Mapping/Data Collection

Alta will commence data collection and base mapping upon receipt of the Notice to Proceed.

a) Research and Data Collection

Alta will research and obtain as-built drawings for the project area. We will collect pertinent channel infrastructure, drainage, traffic signal, rail, signing and striping, and street improvement plans from the city as well as the County of Orange. Other documents that will be researched and collected are existing storm drain utilities, contours, hydrologic data, soils, transit routes, and historic traffic count data. The traffic count data will used for roadways intersection the channel to help determine the appropriate crossing treatments and traffic control that may be needed. Research for infiltration feasibility



Alta has created presentation boards to illustrate design concept alternatives to the public as part of it ongoing work on the Rialto Pacific Electric Trail Expansion Feasibility Study.

will be included within this task. The infiltration feasibility will be determined using information found related to geotechnical hazards (liquefaction, contamination, etc.), groundwater depth, and NRCS hydrologic soil types. Finally, we will research existing maintenance/ operation agreements and any other relevant record data.

b) Field Investigations

The Alta team will conduct field investigations to verify all existing surface features (including manholes, valves, meters, pull boxes) with the aerial topographic survey. The field review will include work necessary to inspect the project site with respect to needs for preparing feasibility concept plans, including ADA accessibility and compliance. Additionally, our site visit will observe existing field conditions, local drainage, and confirm the data collection and base mapping. The field reconnaissance will be an opportunity to understand constraints that may limit the placement of onsite BMPs. The findings from the site visit will be discussed in the Hydrology Report.

c) Aerial Photogrammetric Mapping

The Alta team will be supported by Coast Survey, who will perform an aerial photogrammetric survey. The limits of the aerial survey are shown in the figure above. Color photography will be captured at a resulting mapping scale of 1" = 20' with 1' contours. Horizontally the survey will be tied to the California State Plane coordinate system (NAD83) and be based upon the Orange County Horizontal Control Network. The survey will be tied vertically to the City of Placentia benchmark network. Aerial targets will be set to support the aerial imagery and resultant mapping. These controls will be tied into the primary controls established for the project. A rectified ortho photo will be provided. The aerial mapping will also be utilized as part of the site utility investigation and the identification of obstructions, such as trees, fences, poles, etc. A site walk will be performed to properly identify all the features on the map.

2.2: Conceptual Layout Plans

The Alta team will develop a maximum of two (2) alternatives for the corridor. These alternatives will include proposed alignment variations, striping, crossing treatments, and amenities such as shade structures, rest facilities and landscaping. In addition, the concept will provide alternatives for crossing the BNSF rail line such as grade separated and at grade crossings. Our designs will focus on safety, environmental enhancements, topographical constraints, railroad needs, cost, and benefits of each concept. Our intersection operations will be considered closely, and enhancements will be proposed that improve the visibility of people crossing while shortening the total time spent crossing travel lanes. The Alta team will be supported by Bengal Engineering who will provide preliminary assessment to determine the viability of an at grade or grade separated crossing the BNSF railroad.

The multi-purpose trail will conform with Caltrans Highway Design Manual (HDM) Chapter 1000 "Bicycle Transportation Design", Caltrans Standard Plans and Specifications, CA Manual on Uniform Traffic Control (MUTCD), OC Public Works Standard Plans, the Standard Plans and Specifications for Public Works Construction (SPPWC) "Green Book", and the City of Placentia.

Concept plans (30% Plans) will be illustrated through a variety of means, as best suited to communicate the design intent to the community, stakeholders, and the city, and will include photo simulations, 3D renderings, cross-sections, illustrative plans, planting palettes, representative photos of similar projects, with accompanying text and diagrams. Each will be presented on the aerial mapping procured under Task 2.1 in plan and profile at a scale of 1" = 50' horizontally and 1" = 2' vertically and will be compromised of the following sheets descriptions, at a minimum:

1. Title Sheet
2. Typical Sections
3. Plan and Profile
4. Signage and Striping Plans
5. Landscape Plans

TASK 2.2 DELIVERABLES:

- Two (2) draft concept plans, sections, and photo simulations
- Two (2) final concept plans, sections, and photo simulations

2.3: Preliminary Cost Estimate

The Alta team will prepare a Preliminary Opinion of Probable Construction Cost for the proposed alternative geometric approval plans (up to two) developed under Task 2.2. The preparation of feasibility-level itemized cost estimates for elements of the trail, including the path itself, landscape materials, and trail amenities. The estimate will also include cost related to grade-separated crossing alternatives. The cost estimate will include quantities and unit costs with back up information as necessary. Alta maintains a compendium of recent bid results in Southern California that will be used as a basis for establishing unit prices. Our estimate will support the city's effort in seeking future grants for the Atwood Multipurpose Trail.

TASK 2.3 DELIVERABLES:

- Draft preliminary opinion of probable construction cost for each alternative
- Final preliminary opinion of probable construction cost for each alternative

2.4: Feasibility Study

Based on the research, recommendations, and design alternatives, Alta will compile all the information into a Feasibility Study Report. We will use city and stakeholder input to collaboratively arrive at the conceptual design alternatives. Designs will identify and take into consideration structures, utility conflicts, drainage facilities, safety, stormwater management approach, and other elements that can impact design and cost. Identifying these issues in this feasibility study report will see that the project will not get delayed during later design phases and will be better prepared for additional grant funding.

The report will include the reports and conceptual layouts from the subtask above and the tasks below. The information, analysis and conclusions will be compiled and coordinated with the city for preferred alternative selection. This will see that priorities are determined and that the proposed improvements meet the goals of the city and can be constructed within the city's budget.

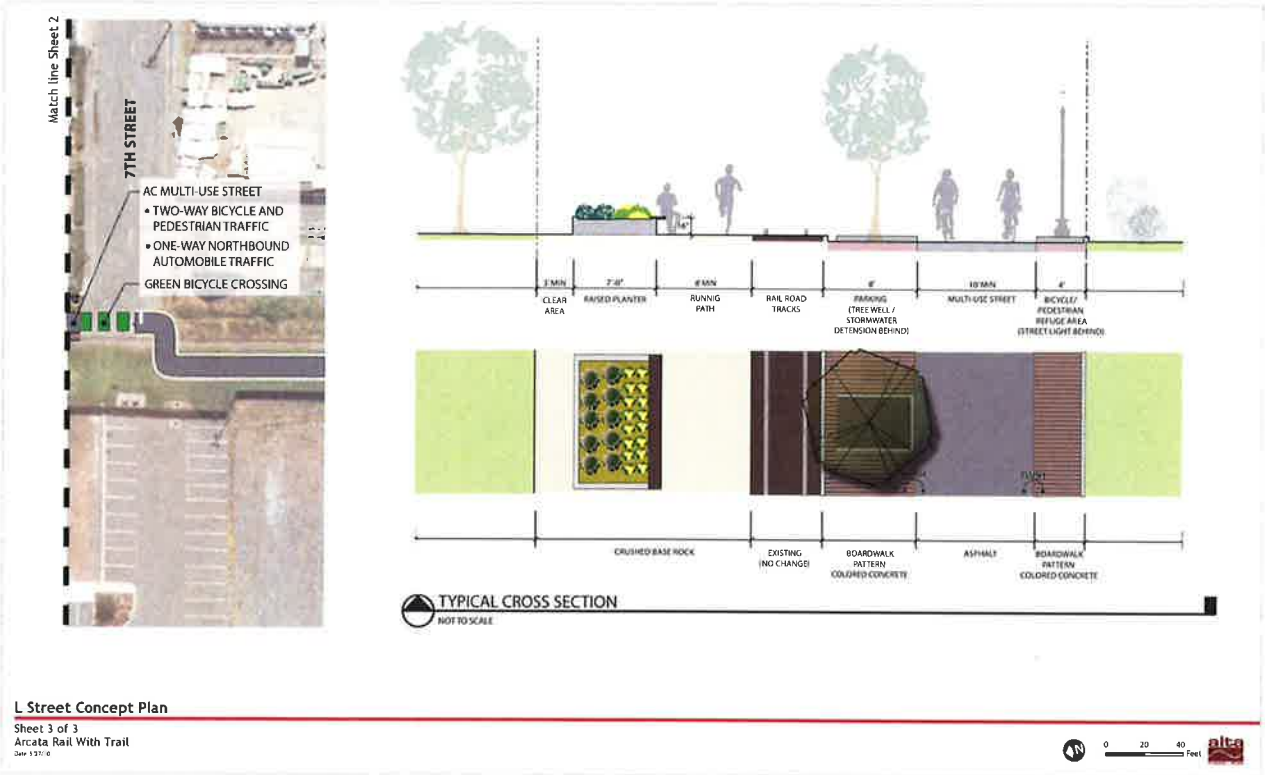
Once we have comments draft comments from the city, we will consolidate the comments and incorporate them into the Final Feasibility Study Report. It will then be distributed to the city for final approval prior to formal presentation to city Council for adoption. The Alta team will assist the city will the City Council presentation which will include a Power Point based overview of the Report, highlighting the process, stakeholders, key decisions, preferred alternative (including cost) and implementation strategy.

TASK 2.4 DELIVERABLES:

- Draft Feasibility Study Report
- Final Feasibility Study Report
- PowerPoint presentation for City Council

2.5: Hydrology/Hydraulic Analysis and Report

The Alta team will be supported by Craftwater who will prepare a Hydrology Report that follows the Orange County Hydrology Manual (October 1986 Version) and identifies mitigation opportunities for water quality impacts.



Alta worked with the City of Arcata and the local rail operator and owner to develop a trail design and management plan for the Arcata Rail with Trail project with the goal of enabling the trail and railroad to co-exist. Significant challenges to the project included a number of water and wetland crossings, which require further design and permitting, and providing designs to allow users to cross roads and the railroad tracks in a safe manner.

a) Hydrology Calculations
Our team will delineate drainage areas along the trail. Using the generated drainage areas, we will utilize HydroCalc input parameters for each individual drainage area delineated (area, flow path, slope, rainfall depth, percent impervious, soil type). The HydroCalc results will be tabulated for the 85th Percentile, 24-hour storm event.

b) Hydrology Map
The Alta team will create various GIS maps including but not limited to delineated drainage areas, land uses, and soil types. These maps will be incorporated into the Hydrology Report.

c) BMP Recommendations (Water Quality Impacts Mitigation)
Using information found during the Task 2.1 Research, a suite of BMP options will be considered for possible implementation. Using the results from the HydroCalc model, our team will calculate the total BMP footprint/volume required to capture the 85th percentile, 24-hour storm event for each delineated drainage area. The assumptions of the cross-sectional depths will be provided in a table (ponding depth, soil media depth, and underdrain depth, if applicable).

d) Floodplain Risk Assessment
The Alta team will review the current FEMA Flood Insurance Rate Map (FIRM) for Atwood Channel to determine the 100-year floodplain and floodway limits. While preliminary review of the FIRM indicates that trail construction would likely occur within the floodplain limits, we assume that no fill will be placed that would alter the limits and require compensatory storage and subsequently FEMA approval. We will prepare a map that shows the limits of the 100-year floodplain and floodway using elevations available from GIS. This map shall be submitted electronically as a PDF.

The results from Task 2.5a to Task 2.5d will be summarized into a hydrology report. The report will document the existing conditions and the proposed condition. A draft will be developed and delivered for review whereupon one round of consolidated comments from the city will be addressed and re-submitted as final. The report will be submitted electronically as a PDF.

TASK 2.5 DELIVERABLES:
- HydroCalc input parameters and output results
- Hydrology Maps
- Draft and Final Hydrology Report
- Map showing the 100-year floodplain and floodway limits within the project area

TASK 2.5 EXCLUSIONS:
- No long-term modeling will be performed
- Contamination research will be limited to the geotracker tool.
- No detailed BMP design included (sizing, placement)
- No hydraulic analysis of the proposed design
- Excludes the design of site drainage

Task 3.0: Right of Way and Utility Coordination

3.1: Right of Way Engineering

The Alta team will be supported by Coast Surveying who will prepare a preliminary right of way base map from available record data. We will locate enough monuments to establish both railway, channel, and street right of way within the project limits. GIS line work will be used to show the approximate location of adjacent lot lines. Assessor parcel numbers and ownership information will be shown.

TASK 3.1 DELIVERABLES:
- AutoCAD right of way base maps

3.2: Utility Coordination

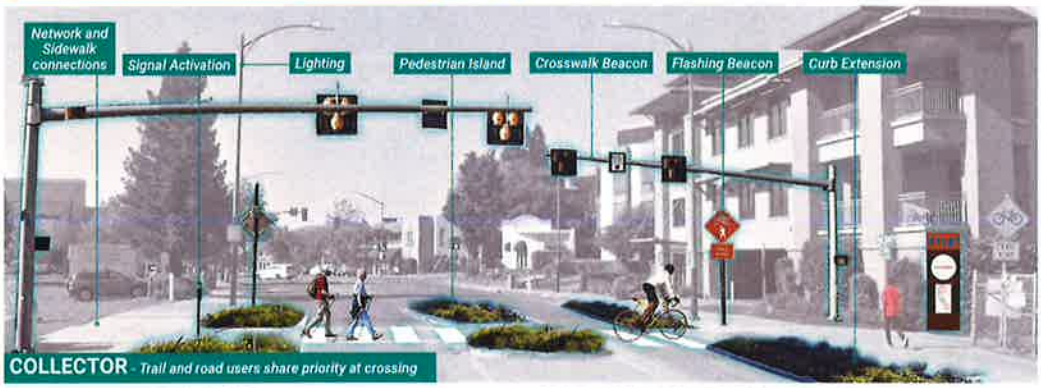
The Alta team, with support from Epic Land Solutions, Inc., will lead the utility coordination efforts in accordance with Caltrans Local Assistance and Utility Relocations manual. The Alta team will identify existing utilities in the proposed project area. This includes reviewing publicly available data sources such as Dig-Alert to determine which utilities are operating in the area and obtaining as-built plans and/or inventory maps from each utility owners to identify potential conflicts. This will involve preparing and mailing preliminary and follow-up letters requesting current information on any existing facilities. The "Utility Letter A" utility letters (to be printed on city letterhead and sign by city) will be sent to the applicable utility companies. This information along with performing site verifications and working with the design team will be used in identifying all utility locations. The Alta team will confirm with utility companies that the facilities are located as represented in the project's utility maps.

Utilities will be plotted on the project base sheets from the data received, combined with the above ground utility features obtained from the field review. A Utility Matrix will be prepared to verify that all utilities have responded. We will confirm with the utility companies that the facilities are located as represented in the project's utility maps. The need for utility relocations is not anticipated; however, we will confirm and identify impacts within Tasks 2.2 and 2.4.

INTERSECTIONS

Creating a higher priority and continuous movement for the Iron Horse Trail.







What do you want addressed at intersections?
Add colored dots below your priorities!

Lower Vehicle Speeds	Smoother Ride Experience. Less stop and go.	Lighting / Wayfinding

Alta developed design guidance for trail crossings at intersections for the Contra Costa County Iron Horse Trail and presented different options to the community for feedback.

TASK 3.2 DELIVERABLES:

- AutoCAD utility base map
- Utility matrix, utility report of existing utilities per Caltrans Manual
- Utility "A" Letters and follow up correspondence

Task 4. Environmental

The Alta team will be supported by Sapphos Environmental, Inc. (SEI) who will prepare environmental compliance documentation evaluating the Atwood Multipurpose Trail (proposed project) in accordance with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA).

4.1: Preliminary Environmental Study (PES) Form

The Alta team will complete a Caltrans Local Assistance Procedures Manual Exhibit 6-A Preliminary Environmental Study (PES) Form examining all potential environmental issues associated with the project. The work efforts to complete this form are expected to include, at a minimum, Environmental Field Review; all required Technical Studies including Caltrans PES processes, and coordination with review and permitting agencies. The Alta team will prepare the project description and submit to the city for review and approval to support preparation of the PES. The site-specific data and photographs provided by site surveys (please see Task 4.2) will act as the initial source of analysis and are expected to adequately convey site conditions of the project area to be included in the PES. The Alta team will use other existing data sources such as Google Earth, Google Streetview, and existing reporting of the area to help with the analysis.

The Alta team will prepare the necessary PES form and supporting materials in conformance with Caltrans District 12 standards including Location Maps; Photographs; Visual Impact Assessment (VIA) Questionnaire; Envirostor Map; GeoTracker Map; and FEMA/Floodplain Map. It is assumed that the project's score in the VIA Questionnaire will be low and no further study will be required. If a higher score is obtained due to high visibility or viewer sensitivity, a contract amendment would be required to cover preparation of a VIA that would also need to be signed by a licensed landscape architect.

The Alta team will submit one (1) electronic copy in PDF of the Screen Check PES to the city for review. Upon receiving one (1) compiled set of comments on the screen check PES, the Alta team will prepare the Draft PES for Caltrans review. We will respond to one (1) compiled set of comments on the Draft PES and will prepare the final PES for transmittal to Caltrans. It is anticipated, based on preliminary review of the proposed project, that the PES will support approval of the proposed project by Caltrans pursuant to a NEPA Categorical Exclusion.

TASK 4.1 DELIVERABLES:

- One (1) electronic copy in PDF of Screen Check PES to the city
- One (1) electronic copy in PDF of Draft PES to Caltrans
- One (1) electronic copy in PDF of final PES to Caltrans

4.2: Environmental Studies

The Alta team will consult with the various agencies including the U.S. Army Corps of Engineers (USACE), California Department of Fish and Wildlife (CDFW), and Regional Water Quality Control Board (RWQCB) for determining the level of potential impact on an environmental resource. In addition, the Alta will also coordinate with Caltrans relating to the local assistance program and environmental procedures. The environmental studies will be completed in accordance with the Caltrans Standard Environmental Reference. For each environmental study, the Alta team will submit one (1) electronic copy in PDF of the Screen Check Study the city and to Caltrans for review. The Alta team will respond to one (1) consolidated round of comment on each study, and will subsequently submit one (1) electronic copy in PDF of the Final Study. The final studies will be attached to the CEQA and NEPA documentation (Task 4.3 and 4.4).

a) Natural Environment Study (NES)/Biological Assessment

A Habitat Assessment Survey will be conducted to determine the presence of suitable habitat or the potential presence of special status species. Prior to conducting field work, a desktop review, including a records search within a five-mile radius of the project to determine the potential for state and federally-listed species of special concern potentially present at the site. The Alta team will also review federal, state, and municipal laws and regulations. Upon completion of the desktop review, two (2) SEI qualified biologists will conduct a single-day survey to document the existing environment, including surveying for special-status wildlife, fishery resources, possible nesting substrates and evidence of sensitive bird and raptor species use, assessing wetland delineation/jurisdictional waters, and compiling a flora and fauna compendium. The landcover and plant communities present and all suitable habitat and/or sign of species discovered shall be documented and mapped. Protocol-level surveys for listed species are not anticipated. But if, as a result of the field survey, it is determined that there is potential for occupied habitat, the Alta team will provide the city

with the estimated cost to perform protocol surveys, or the estimated cost of mitigation if presence is assumed rather than conducting protocol surveys. The Alta team will prepare a Caltrans Natural Environment Study (NES) that includes the results of the desktop analysis, applicable regulatory framework, baseline conditions as established by the field survey, and an evaluation of potential project impacts to biological resources. The NES will also list recommended avoidance and mitigation measures to reduce or eliminate environmental impacts.

b) Section 106 Documentation

Cultural resources studies will be completed in compliance with Caltrans' Standard Environmental Reference: Volume 2, Cultural Resources and the Local Assistance Procedures Manual. In order to comply with Section 106 of the National Historic Preservation Act of 1966, as amended, the Alta team will prepare an Area of Potential Effects (APE) map for review and concurrence by Caltrans District 12. The APE map will include the Area of Direct Impact for archaeological resources and the Area of Indirect Impact for built environment resources. Upon approval of the APE map, the Alta team will complete a cultural resource record search at the South Central Coastal Information Center; review the California Office of Historic Preservation Built Environment Resource Directory (BERD); request a Sacred Lands File (SLF) search from the Native American Heritage Commission (NAHC); solicit input from Tribal representatives, local historical societies, and local government agencies; and conduct research to develop a historic context statement. The Atwood Channel and some neighboring properties appear to be greater than 45 years of age and to possess sufficient integrity to not be exempt from review pursuant to Attachment 4 of Caltrans Section 106 Programmatic Agreement. The results of the research and identification efforts will be documented in a Historic Property Survey Report (HPSR), Historical Resources Evaluation Report (HRER), and an Archaeological Survey Report (ASR). It is not anticipated that a Finding of Effort or Memorandum of Agreement will be required.

c) Air Quality Impact Assessment (AQIA)

The Alta team has retained the services of Yorke Engineering, LLC (Yorke) to prepare the AQIA. Yorke will collect project data and provide a project-specific air quality study that analyzes construction emissions using CalEEMod, which provides air basin-specific emissions estimates of air pollutants generated from construction activities, including dust from demolition and earthmoving. The emissions estimates will include criteria pollutants [i.e., volatile organic compounds (VOCs), nitrogen oxides (NOx), carbon monoxide (CO), sulfur oxides (SOx), and particulate matter less than 10 and 2.5 microns in size (PM10 and PM2.5)] and GHGs [i.e., carbon dioxide (CO2), methane (CH4), nitrous oxide (N2O), and CO2e]. This will form the basis for the impact analysis. Yorke will perform one (1) set of modeling runs, including one (1) initial and one (1) final run, using the list of construction phases and equipment provided by the applicant, or using CalEEMod's default settings if construction data is not available. The resulting emissions estimates will be used to perform an initial significance evaluation of project impacts due to criteria pollutant and GHG emissions. If the initial run shows that project impacts need to be mitigated to get below applicable significance thresholds, standard mitigation measures will be applied in the final run. Yorke will discuss these mitigation measures to determine the most cost-effective method to meet the CEQA thresholds. Final results from CalEEMod will be compared against corresponding mass emissions thresholds for criteria pollutants and GHGs to determine whether the project would have a significant impact during construction. Yorke will prepare a brief Technical Letter Report outlining the project-specific CalEEMod and LST analysis techniques and results.

d) Initial Site Assessment (ISA)

An ISA will be prepared in accordance with ASTM Standard Practice 1527-05 and Caltrans Project Development Manual to determine if the proposed project area has been compromised by hazardous materials or wastes. To complete the ISA, the Alta team will order and review an Environmental Data Resources (EDR) Standard Package environmental records search report for due diligence in regard to hazards and hazardous materials sites that will include certified Sanborn Maps, historical aerial photographs, historical topographic maps, high-risk historical records, and recovered government archives. The EDR report will identify recognized environmental conditions within a quarter-mile search radius of the project site. The Alta team will prepare the ISA consistent with the ASTM 2013 guidance, the U.S. Environmental Protection Agency Standards and Practices for All Appropriate Inquiries (AAI), and that will satisfy the requirements of the California Education Code Section 17213. The objective of the assessment is to evaluate if past or current site activities have resulted in recognized environmental conditions (RECs) as defined in ASTM E1527-13. The ISA report will contain a description of ISA procedures and any deviations therefrom, a summary of findings, the opinions of the preparer regarding the property or site, data gaps, additional investigation and services recommended, conclusions, and recommendations. Sources of information will be clearly referenced.

TASK 4.2 DELIVERABLES:

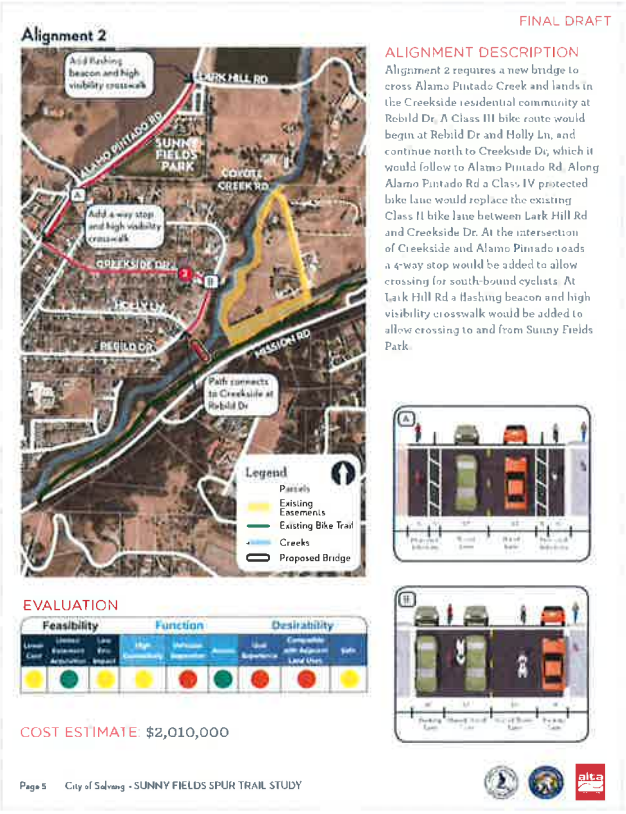
- One (1) electronic copy in PDF of Screen Check NES
- One (1) electronic copy in PDF of Final NES
- One (1) electronic copy in PDF of Screen Check APE Map
- One (1) electronic copy in PDF of Final APE map
- One (1) electronic copy in PDF of Screen Check HRER
- One (1) electronic copy in PDF of Final HRER
- One (1) electronic copy in PDF of Screen Check HPSR
- One (1) electronic copy in PDF of Final HPSR
- One (1) electronic copy in PDF of Screen Check ASR
- One (1) electronic copy in PDF of Final ASR
- One (1) electronic copy in PDF of Screen Check AQIA Report
- One (1) electronic copy in PDF of Final AQIA Report
- One (1) electronic copy in PDF of Screen Check ISA Report
- One (1) electronic copy in PDF of Final ISA Report

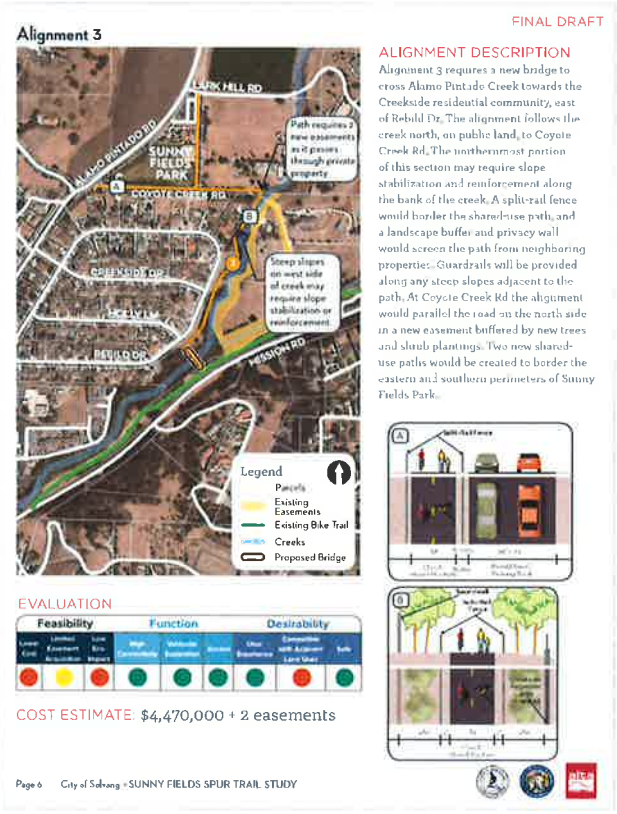
4.3: CEQA Compliance:

The Alta team will prepare the CEQA documentation in accordance with 2021 CEQA Statute and Guidelines and with the regulation requirement and procedures of any other responsible Public Agency with Jurisdiction by law. It is anticipated that all environmental impacts can be mitigated to a less than significant level and that a Mitigated Negative Declaration (MND) will be the resulting CEQA document for the project. This scope of work does not include preparation of an Environmental Impact Report (EIR); should the Initial Study (IS) determine that significant effects could occur that could not be reduced to below the level of significance, in consultation with the city, the Alta team will submit a contract amendment for preparation of an EIR. This scope of work does not include participation in tribal consultation with the city; it is assumed that the city will provide the Alta team with a summary of any consultation for inclusion into the IS.

a) IS/MND

The Alta team will assume all responsibilities associated with the environmental review process as stipulated in CEQA. Based on the project description assumptions we will prepare the CEQA Project Description, formatted to meet all the requirements of CEQA, including





Alta has extensive experience developing decision matrices to score alignment options or trail segments by various criteria, including safety, environmental enhancement, cost and ease of implementation, aesthetics, topographical constraints, railroad needs, and public support.

the project title, lead agency, primary contact person, project location, project sponsor, General Plan land use designation, zoning, background and existing conditions, a description of the proposed project, statement of goals and objectives of the proposed project, construction scenario, and a list of related projects for analysis of cumulative impacts. The IS/MND will analyze the 20 environmental issue areas in addition to mandatory findings of significance as detailed in Appendix G of the 2021 State CEQA Guidelines. The IS/MND will identify whether avoidance measures are best integrated as design elements of the proposed project or as mitigation measures. The Alta team will submit one (1) electronic copy in MS Word and PDF of the First Screen Check IS/MND to Alta and the city for review. Upon receiving one (1) compiled set of comments, we will make revisions and submit one (1) electronic copy in MS Word and PDF of the Second Screen Check IS/MND to the city. Upon receiving one (1) compiled set of comments, we will make revisions and submit one (1) electronic copy in MS Word and PDF of the Public Review IS/Proposed MND to the city for release during a 30-day public review period.

b) CEQA Notices

The Alta team will be responsible for public review noticing and distribution for the Notice of Intent (NOI) to adopt an MND. The Alta team will submit one (1) electronic copy in MS Word and PDF of the Screen Check NOI and Notice of Completion (NOC) to the city for review. Upon receiving one (1) compiled set of comments from the city, we will make revisions and prepare the Public Review NOI and NOC. We will distribute up to 200 hard copies of the NOI via certified mail to the city's distribution list and post two (2) weatherized, poster-sized copies of the NOI at City Hall or other location if requested by the city. In addition, the Alta team will provide the city with an abbreviated version of the NOI suitable for publication by the city online or in a newspaper. The Alta team will file the NOI with the Orange County Clerk and the NOC, NOI, and Public Review IS/MND with the State Clearinghouse on behalf of the city. After the city has approved the project (following the Final MND, below), we will prepare the Notice of Determination (NOD), revise if necessary following city review, and file the NOD with the Orange County Clerk and the State Clearinghouse on behalf of the city. It is assumed the city will pay Orange County environmental filing fees.

c) Final MND

Within two weeks of the close of the 30-day public review period for the Proposed MND, the city will provide the Alta team with a compiled set of all public comments received. The Alta team will respond to public comments. The Response to Comments will be included as an appendix to the Final MND. After reviewing public comments on the Proposed MND, we will make clarifications and revisions to the Proposed MND in response and will prepare the Final MND and Mitigation Monitoring and Reporting Program (MMRP). The MMRP will include the mitigation measures, the responsible agency, the enforcement agency, and the monitoring period (i.e., construction, operations). We will provide the city with one (1) electronic copy in MS Word and PDF of the Screen Check Final MND and MMRP. The Alta team will respond to one (1) composite set of comments and provide Alta and the city with one (1) electronic copy in MS Word and PDF of the Final MND and MMRP.

TASK 4.3 DELIVERABLES:

- One (1) electronic copy in MS Word and PDF of the Screen Check IS/MND
- One (1) electronic copy in MS Word and PDF of the Public Review IS/Proposed MND
- One (1) electronic copy in MS Word and PDF of the Screen Check NOI and NOC
- One (1) electronic copy in PDF of the NOI and NOC
- Up to 200 hard copies of the NOI via certified mail to the city's distribution list
- Two (2) weatherized, poster-sized copies of the NOI at City Hall or other location
- Abbreviated version of the NOI suitable for publication by the city online or in a newspaper
- Two (2) hard copies of NOI filed with the Orange County Clerk
- One (1) electronic copy of NOC, NOI, and Public Review IS/MND with the State Clearinghouse on behalf of the city
- One (1) electronic copy in MS Word and PDF of the Draft Notice of Determination (NOD)
- Two (2) hard copies of the NOD filed with Orange County Clerk
- One (1) electronic copy of NOD filed with State Clearinghouse on behalf of the city
- One (1) electronic copy in MS Word and PDF of the Screen Check Final MND and MMRP
- One (1) electronic copy in PDF of the Final MND and MMRP

4.4: NEPA Compliance

The Alta team will work with Caltrans to develop the NEPA approvals for the project in conformance with Caltrans Standard Environmental Reference. The necessary environmental documentation to comply with NEPA will be

determined based on the findings of the PES (please see Task 4.1). This scope of work assumes that a Categorical Exclusion (CE) with supporting technical studies (Task 4.2) and permit applications (Task 4.5), will be the appropriate level of documentation pursuant to NEPA. Should it be determined that an Environmental Assessment (EA) would be required, in consultation with Caltrans, the Alta team will submit a contract amendment for preparation of an EA. The Alta team will prepare documentation, utilizing Caltrans' CE Checklist and Form, demonstrating compliance with the Categorical Exclusion requirement and as determined by specific statutes, executive orders, and regulations. We will submit one (1) electronic version in PDF and Word of the Draft CE Checklist and Form, as well as the supporting documentation, to Caltrans for review and concurrence. The Alta team will respond to one (1) compiled set of comments on the Draft CE Checklist and Form, and will subsequently submit one (1) electronic copy in PDF of the final CE Checklist and Form, with the PES and supporting documentation attached, to the city and Caltrans.

TASK 4.4 DELIVERABLES:

- One (1) electronic copy in PDF and Word of the Draft CE Checklist and Form, with supporting documentation, to Alta and Caltrans
- One (1) electronic copy in PDF of the final CE Checklist and Form, with supporting documentation, to Alta, the city, and Caltrans

4.5: Environmental Permits (OPTIONAL TASKS)

It is assumed that permits pursuant to Sections 401 and 404 of the CWA, Section 408 of levee easement (as applicable) following consultation with USACE, and Section 1602 of the State Fish and Game Code will not be needed for this project. If it is determined that permits are required for the project, an additional scope and cost will be proposed. It is assumed that permit application and filing fees will be paid by the City. Estimated cost for labor and permit fees are provided for each of the permits. The estimated fees are based on the Alta Team's review of the proposed project; however, final fee amounts would be determined by the applicable agency.

a) CDFW Section 1602 LSA

A Section 1602 permit would be required if the proposed project would affect the bed and bank of the nearby channel or riparian vegetation. We will coordinate with CDFW and prepare a Notification of Lake or Streambed Alteration (LSA) package to be submitted to CDFW pursuant to Section 1602 of the State Fish and Game Code. It is anticipated that meetings and coordination with CDFW will be required as part of the outreach for this task. The outreach meetings will serve to streamline the application process and reach a consensus with regard to notification requirements. The 1602 Permit Application Package will consist of a cover letter providing a brief description of the project, description of areas subject to the jurisdiction of the CDFW, and a summary of the analysis pursuant to CEQA. Several attachments to the cover letter will be provided, including (1) the formal notification form, (2) Jurisdictional Delineation (JD) Report performed during the Wetland Delineation (Task 4.2), and (3) proof of applicable fees for notification.

Estimated Cost:

- Permit Fees: $5,430.50
- Labor: $5,595.00

b) Section 401 Permit Application

A Section 401 permit would be required if the proposed project would result in the discharge of pollutants into waters of the United States. We will initiate coordination with RWQCB to discuss anticipated impacts and compensation for those impacts, which will be included in the application package as it pertains to the proposed diversion structure modification. We will prepare an Application for Water Quality Certification and/or Waste Discharge Pursuant to Clean Water Act Section 401 (401 Permit Application). The city will provide the construction specifications associated with proposed project required for the completion of the notification package. It is anticipated that meetings and coordination with the RWQCB will be required as part of the outreach for this task.

Estimated Cost:

- Permit Fees: $2,066.00
- Labor: $9,415.00

c) Section 404 Permit Notification

The Alta Team will prepare the permits necessary for the project. It is anticipated that the project may involve compliance with Sections 401 and 404 of the Clean Water Act (CWA), Section 408 of the Rivers and Harbors Act (as applicable) following consultation with USACE, and Section 1602 of the CDFW code pending the conclusions of the NES document and Wetland Delineation (Task 4.2). A Section 404 permit would be required if the proposed project would include the dredging or filling of WOTUS, under the assumption that the waters would not be significantly degraded as a result. The permit application will address the dredging or filling of WOTUS due to the proposed basin improvements and diversion structure modification. It is anticipated that meetings and coordination with the USACE will be required as part of the outreach for this task.

Estimated Cost:

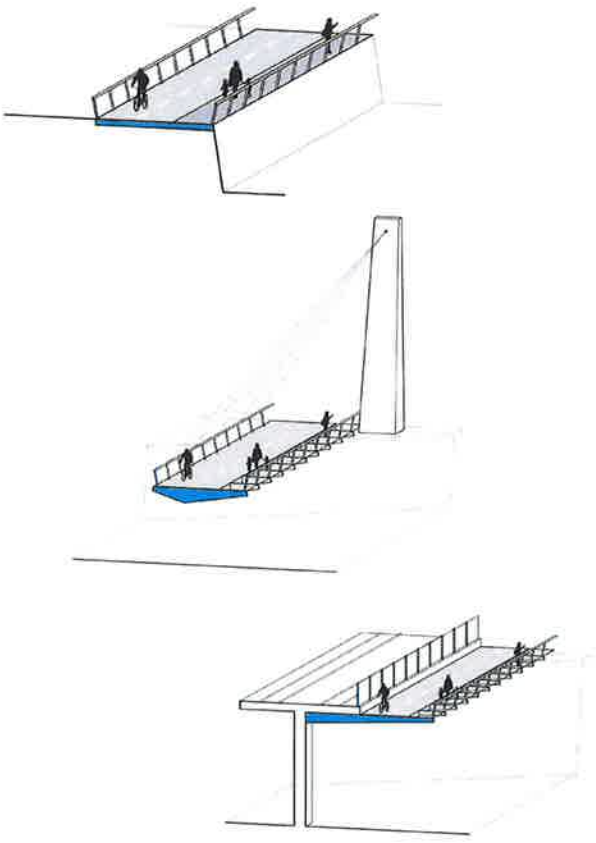
- » Permit Fees: $100.00
- » Labor: $9,175.00

d) Section 408 Permit Application

It is assumed that permits pursuant to Sections 401 and 404 of the CWA, Section 408 of levee easement (as applicable) following consultation with USACE, and Section 1602 of the State Fish and Game Code will not be needed for this project. If it is determined that permits are required for the project, an additional scope and cost will be proposed. It is assumed that permit application and filing fees will be paid by the City. Estimated cost for labor and permit fees are provided for each of the permits. The estimated fees are based on the Alta Team's review of the proposed project; however, final fee amounts would be determined by the applicable agency.

Estimated Cost:

- » Permit Fees: N/A
- » Labor: $3,243.00

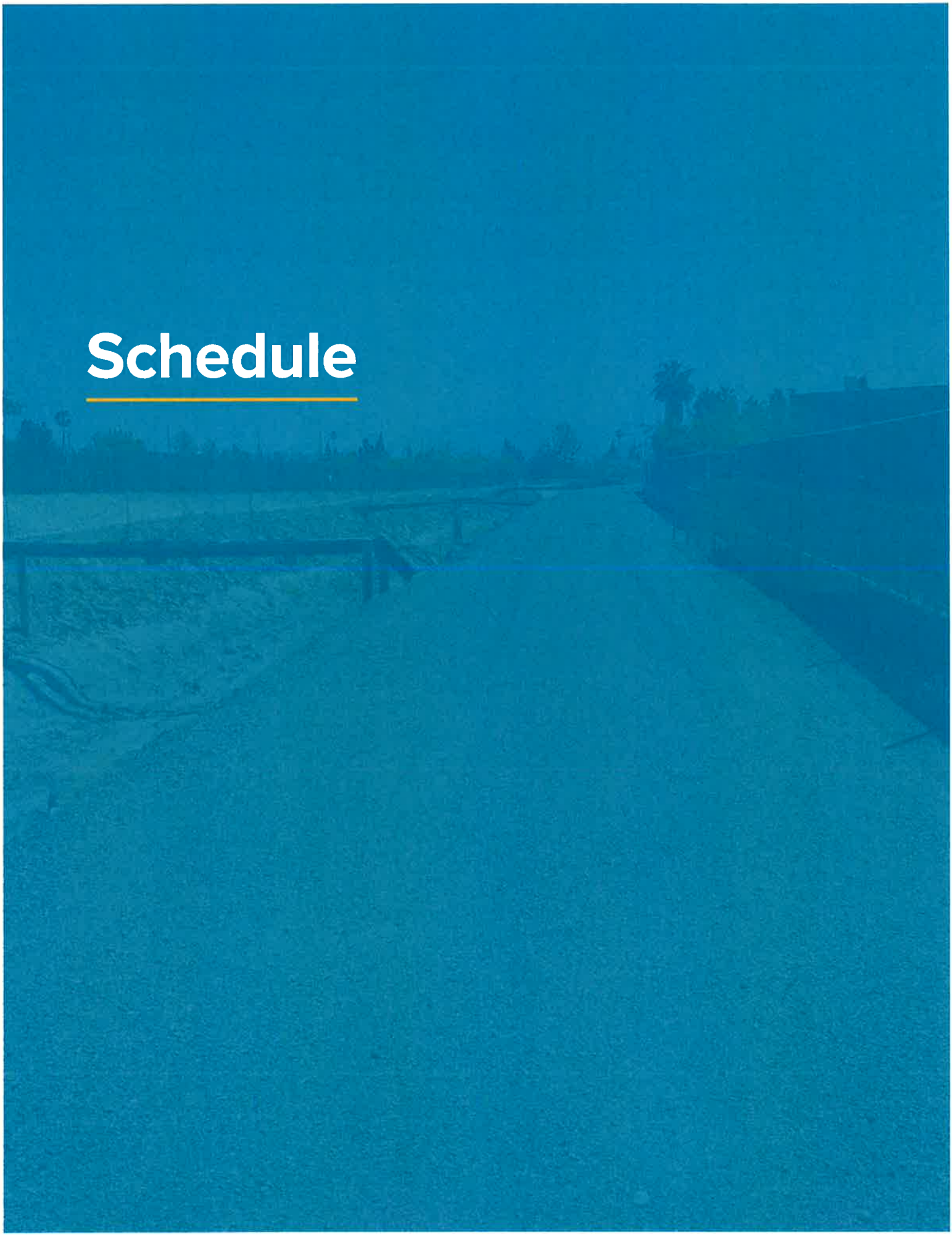


For the Metro LA River Path project, Alta developed 3D animations to visualize the experience and impacts for four different alignment alternatives.



Alta led a feasibility study for Contra Costa County to test new approaches along the 22-mile corridor for future active transportation mobility. The Study envisions a trail that can serve as an active transportation spine, or bicycle superhighway to support the region's mobility goals through consistent and cohesive improvements.

Schedule

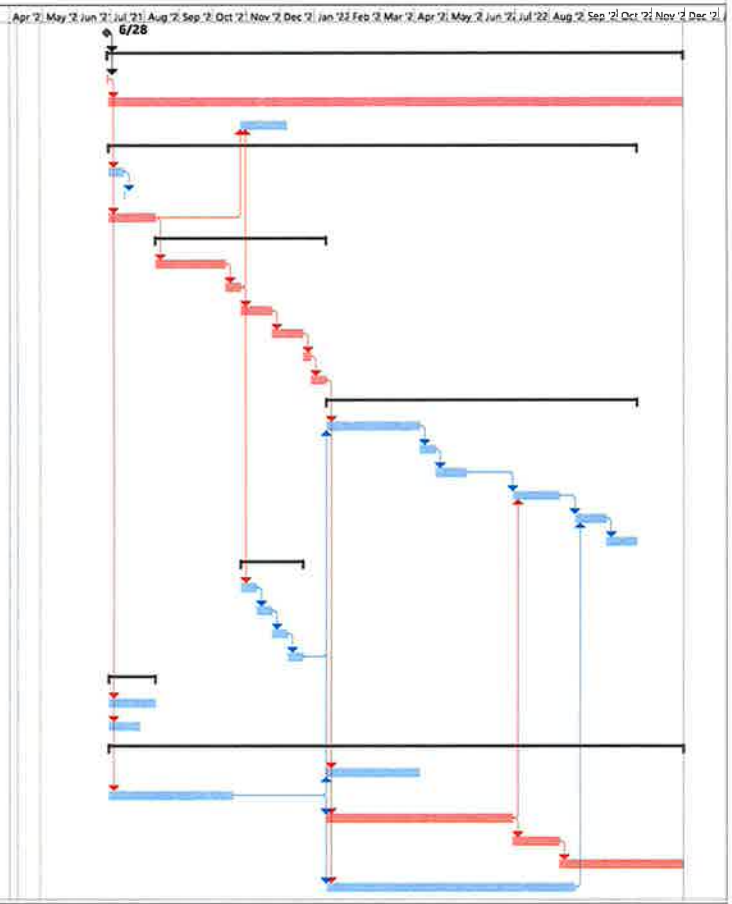


Schedule

This proposed schedule reflects the scope outlined in this proposal. The Alta team is flexible in our approach and looks forward to working with the city to finalize the scope and schedule to meet the needs of the city and project.

CITY OF PLACENTIA
ATWOOD MULTI-USE TRAIL
Proposed Design Schedule

ID	Task	Task Name	Duration	Start	Finish	Predecessors	Resource Names
1		Notice To Proceed	0 days	Mon 6/28/21	Mon 6/28/21		
2		**Project Management and Administration**	**371 days**	**Mon 6/28/21**	**Mon 11/28/22**	1	
3		Project Kick Off Meeting	1 day	Mon 6/28/21	Mon 6/28/21	1	
4		Monthly PDT Meeting & Project Management	370 days	Tue 6/29/21	Mon 11/28/22	3	
5		Community Outreach	30 days	Tue 10/26/21	Mon 12/6/21	12,9	
6		**Preliminary Engineering**	**340 days**	**Tue 6/29/21**	**Mon 10/17/22**		
7		Research and Data Collection	10 days	Tue 6/29/21	Mon 7/12/21	3	
8		Field Investigations	1 day	Tue 7/13/21	Tue 7/13/21	7	
9		Aerial Photgrammetric Mapping	30 days	Tue 6/29/21	Mon 8/9/21	3	
10		**Conceptual Layout Plans**	**110 days**	**Tue 8/10/21**	**Mon 1/10/22**		
11		Draft Conceptual Plans & Estimate	45 days	Tue 8/10/21	Mon 10/11/21	9	
12		QA/QC Draft Conceptual Plans and Estimate	10 days	Tue 10/12/21	Mon 10/25/21	11	
13		City Review and Comment	20 days	Tue 10/26/21	Mon 11/22/21	12	
14		Final Conceptual plans & Estimate	20 days	Tue 11/23/21	Mon 12/20/21	13	
15		QA/ QC Final Conceptual plans and Estimate	5 days	Tue 12/21/21	Mon 12/27/21	14	
16		City Review and Approval	10 days	Tue 12/28/21	Mon 1/10/22	15	
17		**Feasibility Study**	**200 days**	**Tue 1/11/22**	**Mon 10/17/22**		
18		Draft Feasibility Study	60 days	Tue 1/11/22	Mon 4/4/22	16,34,28	
19		QA/QC Draft Feasibility Study	10 days	Tue 4/5/22	Mon 4/18/22	18	
20		City Review and Comment	20 days	Tue 4/19/22	Mon 5/16/22	19	
21		Final Feasibility Study	30 days	Tue 6/28/22	Mon 8/8/22	20,35	
22		QA/ QC Final Feasibility Study	20 days	Tue 8/23/22	Mon 9/19/22	21,38	
23		City Review and Approval	20 days	Tue 9/20/22	Mon 10/17/22	22	
24		**Hydrology/ Hydraulic Analysis Report**	**40 days**	**Tue 10/26/21**	**Mon 12/20/21**		
25		Draft Hydrology Report	2 wks	Tue 10/26/21	Mon 11/8/21	12	
26		City Review and Comment	10 days	Tue 11/9/21	Mon 11/22/21	25	
27		Final Hydrology Report	2 wks	Tue 11/23/21	Mon 12/6/21	26	
28		City Review and Approval	10 days	Tue 12/7/21	Mon 12/20/21	27	
29		**Right of Way and Utility Coordination**	**30 days**	**Tue 6/29/21**	**Mon 8/9/21**		
30		Right of Way Engineering	30 days	Tue 6/29/21	Mon 8/9/21	3	
31		Utility Coordination	20 days	Tue 6/29/21	Mon 7/26/21	3	
32		**Environmental**	**370 days**	**Tue 6/29/21**	**Mon 11/28/22**		
33		Preliminary Environmental Study (PES)	3 mons	Tue 1/11/22	Mon 4/4/22	34,16	
34		Technical Studies	4 mons	Tue 6/29/21	Mon 10/18/21	3	
35		Draft CEQA/ NEPA	6 mons	Tue 1/11/22	Mon 6/27/22	34,16	
36		City Review and Comment	30 days	Tue 6/28/22	Mon 8/8/22	35	
37		Final CEQA/ NEPA	4 mons	Tue 8/9/22	Mon 11/28/22	36	
38		Environmental Permits	8 mons	Tue 1/11/22	Mon 8/22/22	34,16	



Project: Atwood Multi-Use Trail
Date: Wed 4/28/21

Task · Split · Milestone · Summary · Project Summary · Inactive Task · Inactive Milestone · Inactive Summary · Manual Task · Duration-only · Manual Summary Rollup · Manual Summary · Start-only · Finish-only · External Tasks · External Milestone · Deadline · Critical · Critical Split · Progress · Manual Progress

Capabilities of Firm/Team DBE Requirements

Forms 10-O1 and 10-Q are included on the following pages, and Forms 10-K and 10-H1 are included in the cost proposal.

Reset Form

EXHIBIT 10-O1 CONSULTANT PROPOSAL DBE COMMITMENT

1. Local Agency: City of Placentia 2. Contract DBE Goal: 15%

3. Project Description: Placentia Atwood Multipurpose Trail

4. Project Location: Placentia, CA

5. Consultant's Name: Alta Planning + Design, Inc. 6. Prime Certified DBE: ☐

7. Description of Work, Service, or Materials Supplied	8. DBE Certification Number	9. DBE Contact Information	10. DBE %
Environmental compliance documentation	CUCP #24682	**Sapphos Environmental, Inc.** Laura Razo, 430 North Halstead Street Pasadena, CA 91107 (626) 683-3547 ext. 136 lrazo@sapphosenvironmental.com	42%
Topographic and right-of-way mapping	CUCP #2128	**Coast Surveying, Inc.** Kurt Hoehn, 15031 Parkway Loop, Suite B, Tustin, CA 92780 (714) 918- 4614 ext. 136 kurt.hoehn@coastsurvey.com	6%
Structural engineering support	CUCP #31261	**Bengal Engineering, Inc.** Md Wahiduzzaman, 250 Big Sur Drive Goleta, CA 93117 (805) 563-0788 md@bengalengineering.com	7%

Local Agency to Complete this Section

17. Local Agency Contract Number: _____

18. Federal-Aid Project Number: _____

19. Proposed Contract Execution Date: _____

20. Consultant's Ranking after Evaluation: _____

Local Agency certifies that all DBE certifications are valid and information on this form is complete and accurate.

_____ _____

_____ _____

_____

11. TOTAL CLAIMED DBE PARTICIPATION 55 %

IMPORTANT: Identify all DBE firms being claimed for credit, regardless of tier. Written confirmation of each listed DBE is required.

12. Preparer's Signature 13. Date: 4/23/21

14. Preparer's Name: Greg Maher 15. Phone: (213) 952-5062

16. Preparer's Title: Vice President, as duly authorized

DISTRIBUTION: Original – Included with consultant's proposal to local agency.

ADA Notice: For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:
- ☐ a. contract
- ☐ b. grant
- ☐ c. cooperative agreement
- ☐ d. loan
- ☐ e. loan guarantee
- ☐ f. loan insurance

2. Status of Federal Action:
- ☐ a. bid/offer/application
- ☐ b. initial award
- ☐ c. post-award

3. Report Type:
- ☐ a. initial
- ☐ b. material change

For Material Change Only:
year ____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier _____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

11. Individuals Performing Services
(including address if different from No. 10)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

12. Amount of Payment (check all that apply)
$_____ ☐ actual ☐ planned

13. Form of Payment (check all that apply):
- ☐ a. cash
- ☐ b. in-kind; specify: nature _____
  Value _____

14. Type of Payment (check all that apply)
- ☐ a. retainer
- ☐ b. one-time fee
- ☐ c. commission
- ☐ d. contingent fee
- ☐ e deferred
- ☐ f. other, specify _____

15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:

(attach Continuation Sheet(s) if necessary)

16. Continuation Sheet(s) attached: **Yes** ☐ **No** ☑

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____
Print Name: Greg Maher
Title: Vice President, as duly authorized
Telephone No.: (213) 952-5062 Date: 4/22/21

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EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action:
- ☐ a. contract
- ☐ b. grant
- ☐ c. cooperative agreement
- ☐ d. loan
- ☐ e. loan guarantee
- ☐ f. loan insurance

2. Status of Federal Action:
- ☐ a. bid/offer/application
- ☐ b. initial award
- ☐ c. post-award

3. Report Type:
- ☐ a. initial
- ☐ b. material change

For Material Change Only:
year ____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier _____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

11. Individuals Performing Services
(including address if different from No. 10)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

12. Amount of Payment (check all that apply)
$_____ ☐ actual ☐ planned

13. Form of Payment (check all that apply):
- ☐ a. cash
- ☐ b. in-kind; specify: nature _____
  Value _____

14. Type of Payment (check all that apply)
- ☐ a. retainer
- ☐ b. one-time fee
- ☐ c. commission
- ☐ d. contingent fee
- ☐ e deferred
- ☐ f. other, specify _____

15. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 12:

(attach Continuation Sheet(s) if necessary)

16. Continuation Sheet(s) attached: **Yes** ☐ **No** ☐

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: Cara Corsetti

Title: Vice President

Telephone No.: 626-683-3547 Date: 4/19/21

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7. Federal Program Name/Description:

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(attach Continuation Sheet(s) if necessary)

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(attach Continuation Sheet(s) if necessary)

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Signature: Ruel del Castillo Digitally signed by Ruel del Castillo Date: 2021.04.16 11:38:19 -07'00'

Print Name: Ruel del Castillo

Title: President

Telephone No.: (714) 918-6266 Date: 04/16/2021

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NOT APPLICABLE TO CRAFTWATER ENGINEERING, INC

EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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- ☐ d. loan
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- ☐ b. material change

For Material Change Only:
year ____ quarter _____
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4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier _____, if known

Congressional District, if known

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Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

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(If individual, last name, first name, MI)

11. Individuals Performing Services
(including address if different from No. 10)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

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$ _____ ☐ actual ☐ planned

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- ☐ f. other, specify _____

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(attach Continuation Sheet(s) if necessary)

16. Continuation Sheet(s) attached: **Yes** ☐ **No** ☐

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: Oliver Galang

Title: Principal Engineer

Telephone No.: 213.598.4178 Date: 04/19/2021

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EXHIBIT 10-Q DISCLOSURE OF LOBBYING ACTIVITIES

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- ☐ e. loan guarantee
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N/A

(attach Continuation Sheet(s) if necessary)

16. Continuation Sheet(s) attached: **Yes** ☐ **No** ☑

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: Karen Starr

Print Name: Karen Starr

Title: President

Telephone No.: (310) 626-4848 Date: 4/19/2021

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Tier _____, if known

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(attach Continuation Sheet(s) if necessary)

16. Continuation Sheet(s) attached: **Yes** ☐ **No** ☐

No lobbying activities to report.

17. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: Md. Wahiduzzaman

Print Name: *Md. Wahiduzzaman*

Title: *President*

Telephone No.: *805-563-0788, ext 110* Date: *4/16/21*

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Required Proposal Statements

a. *Alta Planning + Design, Inc. confirms that we will perform the services and adhere to the requirements described in the RFP, including those outlined in the following addenda:*
   - » *RFI No. 1 dated April 15, 2021*
   - » *RFI No. 2 dated April 22, 2021*

b. *There is no portion of this proposal that Alta Planning + Design, Inc. considers proprietary–the entire proposal can be released as public information.*

c. *Alta Planning + Design, Inc. confirms that we will not substitute members of our designated team without approval by the City of Placentia staff which declares there is no Conflict of Interest.*

d. *Alta Planning + Design, Inc. confirms that our team has no Conflicts of Interest to disclose.*

e. *Alta Planning + Design, Inc. confirms that there has been no collusion with other proposing firms.*

f. *Alta Planning + Design, Inc. can substantially meet and fulfill the indemnification and insurance requirements contained in the sample contract.*

Exceptions

Alta has reviewed the city's Sample Professional Services Agreement (provided in Addendum No. 1, dated April 22, 2021) and would like to submit the proposed edits included on the following pages per RFP instructions. The reason for these edits is to provide greater clarity in responsibility for and assumption of risk. Text deletions are in red strikethrough and additions are in blue.

Legal Company Name: Alta Planning + Design, Inc. State of Incorporation: California | Tax ID: 68-0465555 For all legal-related correspondence and information please use the following address: 711 SE Grand Avenue Portland, OR 97214 (503) 230 9862 contracts@altago.com			
Section / General Condition	**Location**	**Proposed Amendment (Deletions in Red, Insertions in Blue)**	**Rationale and Benefit**
Services provided by Consultant	1.2 Professional Practices 1st sentence	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~~ the same discipline and circumstances in the same or similar locality, during the same period of time and in accordance with sound professional practices (Standard of Care).	By defining a Standard of Care that is consistent with the marketplace to describe our services, this protects the City because it becomes insurable.
Services provided by Consultant	1.3 Performance to Satisfaction of City	Consultant agrees to perform all the work according to the ~~complete satisfaction of the City~~ Standard of Care and within the hereinafter specified.	"Complete Satisfaction" is vague and uninsurable. By tying the performance of Services to a defined Standard of Care, this protects the City by becoming insurable.
2.0 Compensation and Billing	2.3 Method of Billing 3rd sentence	City shall pay Consultant's invoice within thirty (30) ~~forty-five (45)~~ days from the date City receives said invoice.	Alta must receive payment within 30 days of invoicing in accordance with Alta billing practices.
4.0 term and Termination	4.2 notice of termination 2nd paragraph, 1st sentence	If the Consultant defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days, or some other period agreed to by both parties in writing, after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance	A cure could possibly take more than ten days to complete, request is for flexibility
4.0 term and Termination	4.2 notice of termination 2nd paragraph, add after F	Consultant may terminate this Agreement after 10 days' prior written notice to City if City breaches this Agreement or fails to pay Consultant pursuant to the terms of this Agreement and City fails to cure within 10 business days after receipt of Consultant's notice, or such longer period of cure as Consultant may specify in such notice.	Alta should have the right to terminate for non-payment of for substantial delays caused by the City.
5.0 Insurance	5.1 Minimum Scope & Limits (d) Professional Liability 1st Sentence	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~~ claim and aggregate.	Our Professional Liability policy is written on a "per claim" basis.

Continued on following page...

...Continued from previous page

6.0 General Provisions	6.8 Indemnity add between 2nd and 3rd sentences..	...otherwise asserted to be liable. However, the Consultant's duty to pay defense costs shall not exceed the Consultant's proportionate share of fault. 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.	As per CA Civil Code 2782-8, the Design Professional's defense obligations are limited to their proportionate share of fault; Negligence can be passive, too. Alta cannot indemnify the city for their own negligence not matter how classified.
6.0 General Provisions	6.12 Ownership of Documents 1st sentence	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~~ become and remain the sole property of City upon payment to Consultant for all uncontested invoices for Services provided.	Ownership should only transfer upon full payment to Consultant for services provided.

Resource Allocation and Cost Proposal

Alta's Cost Proposal and detailed resource allocation has been provided as a separately sealed attachment per RFP instructions.

Addenda Acknowledgment

CITY OF PLACENTIA

REQUEST FOR PROPOSALS
FOR
ATWOOD MULTIPURPOSE TRAIL

SUBJECT: **Addendum No. 1**

DATE: **April 22nd 2021**

ADDENDUM ACKNOWLEDGMENT:

Firm Name: Alta Planning + Design, Inc.

Authorized Signature: Brett Hondorp Brett Hondorp, AICP, President

Date: 04/27/2021

Acknowledgment of Receipt of Addendum No. 1 is required by signing.



COST PROPOSAL

PROFESSIONAL ENVIRONMENTAL AND ENGINEERING DESIGN SERVICES FOR:

Atwood Multipurpose Trail

City of Placentia

JUNE 15, 2021

PREPARED BY:
ALTA PLANNING + DESIGN, INC.

IN ASSOCIATION WITH:
SAPPHOS ENVIRONMENTAL, INC.
COAST SURVEYING, INC.
CRAFTWATER ENGINEERING, INC.
EPIC LAND SOLUTIONS, INC.
BENGAL ENGINEERING, INC.

alta

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Cost Proposal

alta



Kyra Tao
Transportation Manager
City of Placentia, Public Works Department
401 East Chapman Avenue
Placentia, CA 92870

JUNE 15, 2021

Re: Cost Proposal to Provide Professional Environmental and Engineering Design Services for the Placentia Atwood Multipurpose Trail

Dear Ms. Tao and Members of the Selection Committee,

Please find Alta Planning + Design, Inc.'s Cost Proposal to provide professional environmental and engineering design services for the Placentia Atwood Multipurpose Trail included on the following pages.

Please contact me at gregmaher@altago.com or (213) 952-5062, or Project Manager Vincent Hellens at vincenthellens@altago.com or (310) 756-4055, to discuss our proposal in more detaill. The Alta team looks forward to the opportunity to work with the City of Placentia on this exciting and critical project.

Alta's proposal will remain valid for a period of 120 calendar days following the closing date for the receipt of proposals.

Sincerely,

Greg Maher, PLA, ASLA
Principal-in-Charge and Vice President
Alta Planning + Design, Inc.
Individual Authorized to Bind the Firm

CONTACT INFORMATION

Greg Maher, Principal-in-Charge
(213) 952-5062, Fax: N/A | gregmaher@altago.com

Vincent Hellens, Project Manager
(310) 756-4055, Fax: N/A | vincenthellens@altago.com

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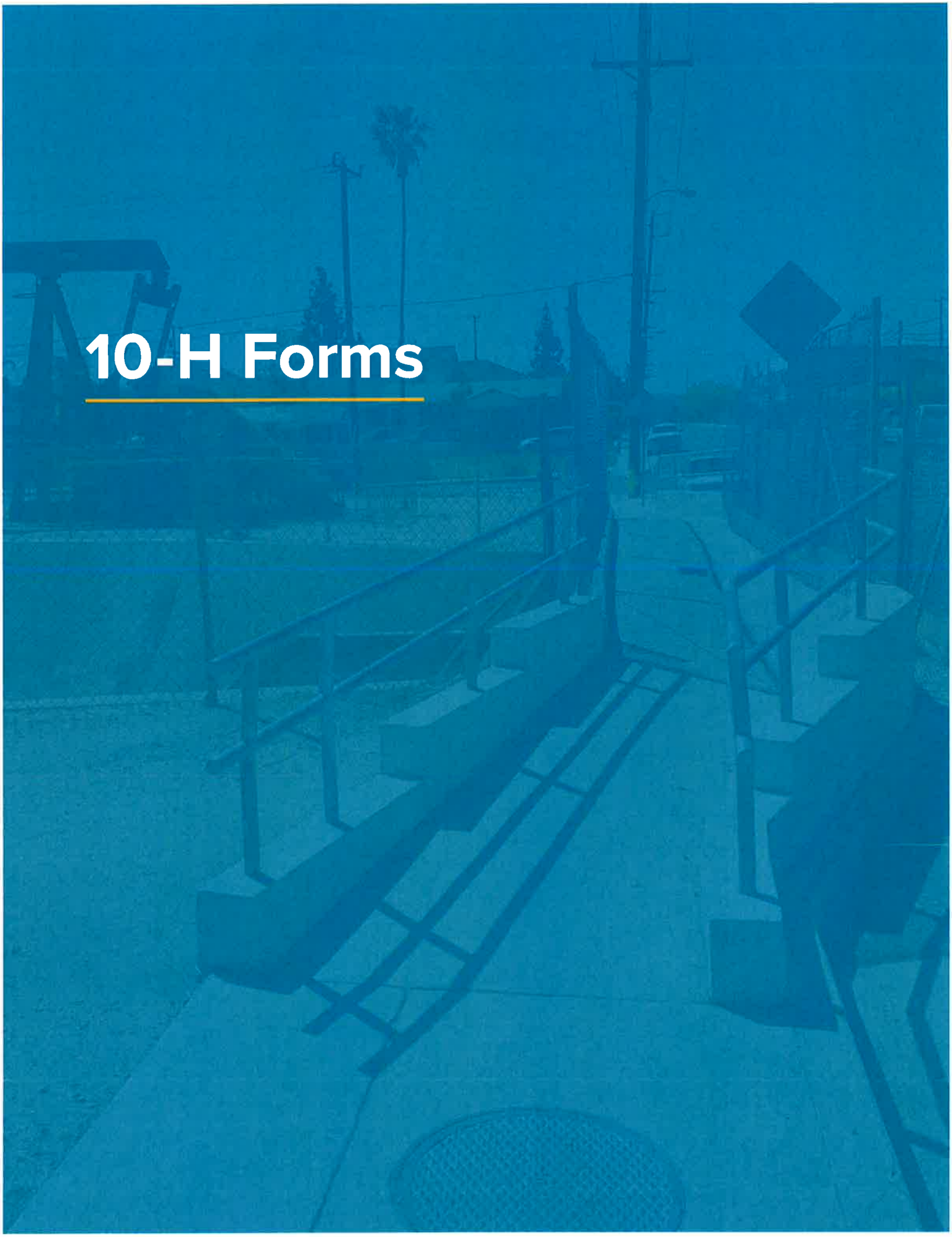

10-H Forms

Cost Proposal

EXHIBIT 10-H1 COST PROPOSAL PAGE 1 OF 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

[X] Prime Consultant [ ] Subconsultant [ ] 2nd Tier Subconsultant

Note: Mark-ups are Not Allowed

Consultant: Alta Planning + Design

Project No.: TBD Contract No.: TBD Date: 4/23/2021

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Principal-in-Charge*	Greg Maher	36	$75.27	$2,709.72
Project Manager*	Vincent Hellens	140	$61.80	$8,652.00
QA/QC Technical Advisor*	Steve Frieson	36	$101.02	$3,636.72
Principal Engineer*	Jocelyn Walker	119	$75.76	$9,015.44
Associate Engineer*	Markos Legesse	56	$53.48	$2,994.88
Design Engineer*	Talia Agazaryan	71	$36.15	$2,566.65
Trails Design Expert*	James Powell	61	$55.11	$3,361.71
Senior Designer*	Zara Gomez	108	$35.02	$3,782.16
Outreach Coordinator	Ryan Johnson	25	$51.49	$1,287.25
Outreach Support	Marlene Salazar	24	$32.19	$772.56
Graphic Designer	Steve Hernandez	48	$27.83	$1,335.84
Project Coordinator	Devan Gelle	23	$24.23	$557.29

LABOR COSTS

a) Subtotal Direct Labor Costs: $40,672.22

b) Anticipated Salary Increases (see page 2 for calculations): $1,489.62

c) TOTAL DIRECT LABOR COSTS [(a) + (b)]: $42,161.84

INDIRECT COSTS

d) Fringe Benefits (Rate: 42.80%) e) Total Fringe Benefits [(c) x (d)]: 18045.26754

f) Overhead (Rate: 134.06%) g) Overhead [(c) x (f)]: 56522.16278

h) General and Administrative (Rate: 0.00%) i) Gen & Admin [(c) x (h)]: 0

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]: $74,567.43

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10.00%]: $11,672.93

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Reimbursable Expenses (Mileage)	250	Mile	$1	$250
Equipment Rental and Supplies			$0	$0
Permit Fees			$0	$0
Plan Sheets			$0	$0
Test			$0	$0

l) TOTAL OTHER DIRECT COSTS: $250

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: Epic: $11,330

Subconsultant 2: Coast: $22,972

Subconsultant 3: Sapphos: $121,302

Subconsultant 4: Bengal: $25,568

Subconsultant 5: Craftwater: $26,117

m) TOTAL SUBCONSULTANTS' COSTS: $207,289

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]: $207,539

TOTAL COST [(c) + (j) + (k) + (n)]: $335,941

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL PAGE 2 OF 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours) 44309

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
$40,672.22		747	=	$54.45	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation '

	Avg Hourly Rate		Proposed Escalation			
Year 1	$54.45	+	5%	=	$57.17	Year 2 Avg Hourly Rate
Year 2	$57.17	+	5%	=	$60.03	Year 3 Avg Hourly Rate
Year 3	$60.03	+	5%	=	$63.03	Year 4 Avg Hourly Rate
Year 4	$63.03	+	5%	=	$66.18	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	32.00%	*	747.0	=	239.0	Estimated Hours Year 1
Year 2	63.00%	*	747.0	=	470.6	Estimated Hours Year 2
Year 3	5.00%	*	747.0	=	37.4	Estimated Hours Year 3
Year 4	0.00%	*	747.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	747.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	747.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	$54.45	*	239	=	$13,015.11	Estimated Hours Year 1
Year 2	$57.17	*	471	=	$26,904.67	Estimated Hours Year 2
Year 3	$60.03	*	37	=	$2,242.06	Estimated Hours Year 3
Year 4	$63.03	*	0	=	$0.00	Estimated Hours Year 4
Year 5	$66.18	*	0	=	$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	$42,161.84	
	Direct Labor Subtotal before Escalation			=	$40,672.22	
	Estimated total of Direct Labor Salary Increase			=	**$1,489.62**	Transfer to Page 1

NOTES:

########## This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.

########## An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. $250,000 x 2% x 5 yrs = $25,000 is not an acceptable methodology)

########## This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.

########## Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Greg Maher Title *: Vice President

Signature : [signature] Date of Certification (mm/dd/yyyy): 4/23/2021

Email: gregmaher@altaplanning.com Phone Number: 213-437-3303

Address: 617 W. 7th Street, Suite 1103, Los Angeles, CA 90017

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Engineering Services

Sapphos environmental inc.

Cost Proposal

EXHIBIT 10-H1 COST PROPOSAL PAGE 1 OF 3
ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant

Note: Mark-ups are Not Allowed

Consultant: Sapphos Environmental, Inc.

Project No.: _____ Contract No.: _____ Date: _____

DIRECT LABOR

Classification/Title	Name	hours	Actual Hourly Rate	Total
(President)*	Marie Campbell	35	$128.46	$4,496.10
(CEQA Team Supervisor)*	Laura Male	92	$53.83	$4,952.36
(Senior Hazardous Materials Compliance Specialist)	Eric Vander Velde	44	$51.54	$2,267.76
(Senor Environmental Compliance Specialist)	Jonathan Cain	25	$44.10	$1,102.50
(Senior Environmental Compliance Specialist)*	Laura Razo	104	$46.20	$4,804.80
(Senior Environmental Compliance Specialist)	Aimee Frappied	25	$53.83	$1,345.75
(Environmental Compliance Coordinator)	Jessica Aquino	30	$27.30	$819.00
(Environmental Compliance Analyst)	Rory Baker	98	$19.95	$1,955.10
(GIS Analyst)	Alexandra Hamilton	60	$25.20	$1,512.00
(Director of Biological Resources)	Jolene Mason	16	$56.70	$907.20
(Biological Resources Coordinator)	Dayna King	42	$28.35	$1,190.70
(Senior Biological Resources Coordinator)	Brandon Lotts	54	$29.40	$1,587.60
(Historic Resources Manager)	Carrie Chasteen	8	$54.60	$436.80
(Architectural Historian Coordinator)	Kasey Conley	60	$26.25	$1,575.00
(Archaeological Resources Manager)	Daniel Woodward	4	$45.15	$180.60
(Archaeological Resources Specialist)	Ted Roberts	40	$39.38	$1,575.20
(Senior Graphic Designer)	Eugene Ng	18	$37.80	$680.40
(Senior Accountant)	Norma Thomasian	15	$39.80	$597.00
(Senior Technical Editor)	Matthew Adams	90	$44.63	$4,016.70

LABOR COSTS

a) Subtotal Direct Labor Costs: $36,002.57
b) Anticipated Salary Increases (see page 2 for calculations): $810.06
c) TOTAL DIRECT LABOR COSTS [(a) + (b)]: $36,812.63

INDIRECT COSTS

d) Fringe Benefits (Rate: 7.30%) e) Total Fringe Benefits [(c) x (d)]: 2687.321831
f) Overhead (Rate: 47.35%) g) Overhead [(c) x (f)]: 17430.77928
h) General and Administrative (Rate: 126.65%) Gen & Admin [(c) x (h)]: 46623.19314
j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]: $66,741.29

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10.00%: $10,355.39

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs	160	Mile	$1	$93
EDR records search	1	Records search	$350	$350
Information Center search	1	Records search	$500	$500
Weatherized posters	2	Poster	$200	$400
Certified NOI mailers	200	Printing/postage	$6	$1,250

l) TOTAL OTHER DIRECT COSTS: $2,593

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: Yorke Engineering, LLC: $4,800
Subconsultant 2: $0
Subconsultant 3: $0
Subconsultant 4: $0
m) TOTAL SUBCONSULTANTS' COSTS: $4,800

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)]: $7,393

TOTAL COST [(c) + (j) + (k) + (n)]: $121,302

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL PAGE 2 OF 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours)

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
$36,002.57		860	=	41.86345349	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %)

	Avg Hourly Rate		Proposed Escalation			
Year 1	$41.86	+	5%	=	$43.96	Year 2 Avg Hourly Rate
Year 2	$43.96	+	5%	=	$46.15	Year 3 Avg Hourly Rate
Year 3	$46.15	+	5%	=	$48.46	Year 4 Avg Hourly Rate
Year 4	$48.46	+	5%	=	$50.89	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	55.00%	*	860.0	=	473.0	Estimated Hours Year 1
Year 2	45.00%	*	860.0	=	387.0	Estimated Hours Year 2
Year 3	0.00%	*	860.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	860.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	860.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	860.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	$41.86	*	473	=	19801.4135	Estimated Hours Year 1
Year 2	$43.96	*	387	=	17011.21433	Estimated Hours Year 2
Year 3	$46.15	*	0	=	0	Estimated Hours Year 3
Year 4	$48.46	*	0	=	0	Estimated Hours Year 4
Year 5	$50.89	*	0	=	0	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	$36,812.63	
	Direct Labor Subtotal before Escalation			=	$36,002.57	
	Estimated total of Direct Labor Salary Increase			=	**$810.06**	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. $250,000 x 2% x 5 yrs = $25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Cara Corsetti Title *: Vice President

Signature : _____ Date of Certification (mm/dd/yyyy): 04/19/2021

Email: ccorsetti@sapphosenvironmental.com Phone Number: 626-683-3547

Address: 430 North Halstead Street, Pasadena, CA 91107

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Task 4: Environmental: (I) Preliminary Environmental Study (PES) Form; (II) Environmental Studies and Reports, including but not limited to Biological Assessment, Archaeologist Reports, Historical Survey Reports, etc.; (III) Environmental Permits, including but not limited to Sections 401 ,404,408, 1602, etc.; (IV) Environmental Documents pursuant to the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA), with emphasis on the procedural requirements of Caltrans and the FHWA; (V) Environmental Monitoring and Mitigation Plans

EXHIBIT 10-H1 COST PROPOSAL PAGE 1 OF 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant

Note: Mark-ups are Not Allowed

Consultant Coast Surveying, Inc.

Project No. _____ Contract No. _____ Date 4/22/2021

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
Survey Manager	Ruel del Castillo	1	$89.60	$89.60
Project Surveyor	Kurt Hoehn	16	$57.00	$912.00
Survey Analyst	Neil Darling	24	$49.00	$1,176.00
Certified Survey Party Chief	TBD	30	$55.61	$1,668.30
Survey Chainman	TBD	30	$49.88	$1,496.40

LABOR COSTS

a) Subtotal Direct Labor Costs $5,342.30

b) Anticipated Salary Increases (see page 2 for calculations) $0.00

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] $5,342.30

INDIRECT COSTS

d) Fringe Benefits (Rate 83.26%) e) Total Fringe Benefits [(c) x (d)] 4447.99898

f) Overhead (Rate 19.09%) g) Overhead [(c) x (f)] 1019.84507

h) General and Administrative (Rate: 35.07%) Gen & Admin [(c) x (h)] 1873.54461

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] $7,341.39

FIXED FEE **k) TOTAL FIXED FEE** [(c) + (j)] x fixed fee 10.00%] $1,268.37

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs			$0	$0
Aerial Mapping, Targets, Orthophotos	1	each	$9,020	$9,020
Permit Fees			$0	$0
Plan Sheets			$0	$0
Test			$0	$0

l) TOTAL OTHER DIRECT COSTS $9,020

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: $0

Subconsultant 2: $0

Subconsultant 3: $0

Subconsultant 4: $0

Subconsultant 5: $0

m) TOTAL SUBCONSULTANTS' COSTS $0

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)] $9,020

TOTAL COST [(c) + (j) + (k) + (n)] $22,972

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL PAGE 2 OF 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours) 44308

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
$5,342.30		101	=	52.89405941	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %

	Avg Hourly Rate		Proposed Escalation			
Year 1	$52.89	+	5%	=	$55.54	Year 2 Avg Hourly Rate
Year 2	$55.54	+	5%	=	$58.32	Year 3 Avg Hourly Rate
Year 3	$58.32	+	5%	=	$61.23	Year 4 Avg Hourly Rate
Year 4	$61.23	+	5%	=	$64.29	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	101.0	=	101.0	Estimated Hours Year 1
Year 2	0.00%	*	101.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	101.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	101.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	101.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	101.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	$52.89	*	101	=	$5,342.30	Estimated Hours Year 1
Year 2	$55.54	*	0	=	$0.00	Estimated Hours Year 2
Year 3	$58.32	*	0	=	$0.00	Estimated Hours Year 3
Year 4	$61.23	*	0	=	$0.00	Estimated Hours Year 4
Year 5	$64.29	*	0	=	$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	$5,342.30	
	Direct Labor Subtotal before Escalation			=	$5,342.30	
	Estimated total of Direct Labor Salary Increase			=	**$0.00**	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. $250,000 x 2% x 5 yrs = $25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Ruel del Castillo Title *: President

Signature : Ruel del Castillo Date of Certification (mm/dd/yyyy): 04/22/2021

Email: Ruel.delCastillo@coastsurvey.com Phone Number: (714) 918-6266

Address: 15031 Parkway Loop, Suite B, Tustin, CA 92780

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

541370 - Surveying and Mapping Services (except geophysical)

craftwater engineering, inc.

EXHIBIT 10-H1 COST PROPOSAL PAGE 1 OF 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant

Note: Mark-ups are Not Allowed

Consultant Craftwater Engineering, Inc

Project No. N/A Contract No. TBD Date 19-Apr

DIRECT LABOR

Classification/Title	Name	hours	Actual Hourly Rate	Total
Principal Engineer	Oliver Galang, PE	3	$97.60	$292.80
Project Manager	Courtney Semlow	24	$60.10	$1,442.40
Associate Engineer	Andrew Takahashi, PE	40	$48.10	$1,924.00
Junior Engineer	Pauline Nguyen	115	$32.70	$3,760.50
			$0.00	$0.00

LABOR COSTS

a) Subtotal Direct Labor Costs $7,419.70

b) Anticipated Salary Increases (see page 2 for calculations) $0.00

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] $7,419.70

INDIRECT COSTS

d) Fringe Benefits (Rate 100.00%)) Total Fringe Benefits [(c) x (d)] 7419.7

f) Overhead (Rate 110.00%) g) Overhead [(c) x (f)] 8161.67

h) General and Administrative (Rate: 10.00%) ien & Admin [(c) x (h)] 741.97

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] $16,323.34

FIXED FEE **k) TOTAL FIXED FEE** [(c) + (j)] x fixed fee 10.00%] $2,374.30

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs			$0	$0
Equipment Rental and Supplies			$0	$0
Permit Fees			$0	$0
Plan Sheets			$0	$0
Test			$0	$0

l) TOTAL OTHER DIRECT COSTS $0

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: $0

Subconsultant 2: $0

Subconsultant 3: $0

Subconsultant 4: $0

m) TOTAL SUBCONSULTANTS' COSTS $0

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)] $0

TOTAL COST [(c) + (j) + (k) + (n)] $26,117

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

craft water engineering, inc.

EXHIBIT 10-H1 COST PROPOSAL PAGE 2 OF 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours) 44305

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
$7,419.70		182	=	40.76758242	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalatior

	Avg Hourly Rate		Proposed Escalation			
Year 1	$40.77	+	5%	=	$42.81	Year 2 Avg Hourly Rate
Year 2	$42.81	+	5%	=	$44.95	Year 3 Avg Hourly Rate
Year 3	$44.95	+	5%	=	$47.19	Year 4 Avg Hourly Rate
Year 4	$47.19	+	5%	=	$49.55	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	182.0	=	182.0	Estimated Hours Year 1
Year 2	0.00%	*	182.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	182.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	182.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	182.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	182.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	$40.77	*	182	=	7419.7	Estimated Hours Year 1
Year 2	$42.81	*	0	=	0	Estimated Hours Year 2
Year 3	$44.95	*	0	=	0	Estimated Hours Year 3
Year 4	$47.19	*	0	=	0	Estimated Hours Year 4
Year 5	$49.55	*	0	=	0	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	$7,419.70	
	Direct Labor Subtotal before Escalation			=	$7,419.70	
	Estimated total of Direct Labor Salary Increase			=	**$0.00**	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. $250,000 x 2% x 5 yrs = $25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

craft water engineering, inc.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Oliver Galang, Principal Engineer Title *: Principal Engineer

Signature : [signature] Date of Certification (mm/dd/yyyy): 04/19/2021

Email: Oliver.Galang@craftwaterinc.com Phone Number: 213.598.4178

Address: 10711 Oakbend Drive, San Diego, CA 92131

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Hydrology services including watershed planning and stormwater capture feasibility and design

EXHIBIT 10-H1 COST PROPOSAL PAGE 1 OF 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant

Note: Mark-ups are Not Allowed

Consultant: Epic Land Solutions, Inc.

Project No.: City of Placentia RFP for Professional Environmental and Engineering Design Services for Atwood Multipurpose Trail

Contract No.:

Date: 4/23/2021

DIRECT LABOR

Classification/Title	Name	hours	Actual Hourly Rate	Total
Utility Coordination Lead*	Curtis Bibolet	46	$52.52	$2,415.92
Utility Coordinator	Ryan Ackland	41	$27.04	$1,108.64
Project Coordinator	Tyler Kelleher	2	$23.00	$46.00
Budget & Financial Controls	Abigail Lopez	6	$43.75	$262.50

LABOR COSTS

a) Subtotal Direct Labor Costs: $3,833.06

b) Anticipated Salary Increases (see page 2 for calculations): $0.00

c) TOTAL DIRECT LABOR COSTS [(a) + (b)]: $3,833.06

INDIRECT COSTS

d) Fringe Benefits (Rate 49.49%) e) Total Fringe Benefits [(c) x (d)]: 1896.981394

f) Overhead (Rate 67.12%) g) Overhead [(c) x (f)]: 2572.749872

h) General and Administrative (Rate: 45.00%) i) Gen & Admin [(c) x (h)]: 1724.877

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)]: $6,194.61

FIXED FEE

k) TOTAL FIXED FEE [(c) + (j)] x fixed fee 10.00%]: $1,002.77

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Mileage Costs			$0	$100
Postage/Overnight Packages			$0	$100
Property Ownership and Real Estate Data			$0	$100
				$0
			$0	$0

l) **TOTAL OTHER DIRECT COSTS**: $300

m) **SUBCONSULTANTS' COSTS (Add additional pages if necessary)**

Subconsultant 1: $0

Subconsultant 2: $0

Subconsultant 3: $0

Subconsultant 4: $0

m) **TOTAL SUBCONSULTANTS' COSTS**: $0

n) **TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS** [(l)+(m)]: $300

TOTAL COST [(c) + (j) + (k) + (n)]: $11,330

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

EXHIBIT 10-H1 COST PROPOSAL PAGE 2 OF 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours) 44309

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
$3,833.06		95	=	40.348	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %

	Avg Hourly Rate		Proposed Escalation			
Year 1	$40.35	+	5%	=	$42.37	Year 2 Avg Hourly Rate
Year 2	$42.37	+	5%	=	$44.48	Year 3 Avg Hourly Rate
Year 3	$44.48	+	5%	=	$46.71	Year 4 Avg Hourly Rate
Year 4	$46.71	+	5%	=	$49.04	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	95.0	=	95.0	Estimated Hours Year 1
Year 2	0.00%	*	95.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	95.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	95.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	95.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	95.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	$40.35	*	95	=	3833.06	Estimated Hours Year 1
Year 2	$42.37	*	0	=	0	Estimated Hours Year 2
Year 3	$44.48	*	0	=	0	Estimated Hours Year 3
Year 4	$46.71	*	0	=	0	Estimated Hours Year 4
Year 5	$49.04	*	0	=	0	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	$3,833.06	
	Direct Labor Subtotal before Escalation			=	$3,833.06	
	Estimated total of Direct Labor Salary Increase			=	**$0.00**	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. $250,000 x 2% x 5 yrs = $25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Karen Starr Title *: President

Signature : Karen Starr Date of Certification (mm/dd/yyyy): 4/23/2021

Email: proposalteam@epicland.com Phone Number: (310) 626-4848

Address: 1290 North Hancock Street, Suite 210, Anaheim, CA 92807

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Utility coordination services

EPIC LAND SOLUTIONS, INC. FEE ASSUMPTIONS

The following assumptions and exclusions are included with this proposal:

1 Scope and fee include assisting in the identification of potential utility replacement easements/rights. Utility scope does not include appraisal, acquisition or engineering associated with easement.

2 Assumes 4 quarterly PDT meetings will be attended.

3 Assumes 25 utility companies will have to be contacted.

4 Assumes the project will pay for as-built plans or special processing fees if required by the utility owner.

5 Assumes associated coordination for 0 conflicting utility facilities.

6 Assumes preparation of Notices to Owners to coincide with 0 facilities in conflict.

7 Assumes 0 utility agreements will be needed.

8 Assumes Design Team will incorporate pothole information into the Utility Composite Plan.

9 Assumes Design Team will draft utility base maps and plans based on information provided from utility companies and pothole data.

10 Assumes Design Team will identify conflicts with the conflict area clouded to show the utility companies the areas of conflict with the proposed improvement and prepare conflict maps and matrix.

11 Assumes Design Team will draft temporary and proposed utility relocation strip map.

12 Assumes no utility certification needed at this stage.

13 Assumes Design Team shall provide a Composite Utility Plan exhibiting all existing utilities within the proposed construction area and all utilities affected by the proposed project.

14 Assumes Design Team will identify all utility poles and be depicted on the plans including all structure numbers.

15 Assumes Design Team will provide all utilities with required Cad files.

16 Assumes that the design for new and relocated utilities will be performed by the respective utility owners.

17 Assumes Design Team will approve all utility relocation plans.

18 Assumes wet utilities will be designed by the Design Team.

19 Assumes services related items (water, gas, electric meters) are acquisition costs and are not considered part of this scope.

20 Assumes any traffic signal, intersection and street lighting are a part of the Design Team's electrical design plan and not a utility.

21 Assumes Design Team will prepare a utility relocation plan for the project area and vicinity.

22 Assumes all drainage impacts are a part of the Design Team's Project Drainage plan and not a utility.

23 Assumes the fee is based upon 6 months and should delays occur to the completion date, Epic may require a change order for additional services if necessary.

EXHIBIT 10-H1 COST PROPOSAL PAGE 1 OF 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS

(DESIGN, ENGINEERING AND ENVIRONMENTAL STUDIES)

☐ Prime Consultant ☒ Subconsultant ☐ 2nd Tier Subconsultant

Note: Mark-ups are Not Allowed

Consultant Bengal Engineering, Inc.

Project No. _____ Contract No. _____ Date 4/19/2021

DIRECT LABOR

Classification/Title	Name	Hours	Actual Hourly Rate	Total
(Project Manager)*	Tom Conti	36	$59.57	$2,144.52
(Sr. Civil Engineer)	Md. Wahiduzzaman	48	$66.67	$3,200.16
(Sr. Civil Engineer)	Scott Onishuk	16	$65.70	$1,051.20
(Technician II)	Harrison Smith	80	$32.00	$2,560.00
(Jr. Civil Engineer)	Daniel Hunt	24	$28.00	$672.00

LABOR COSTS

a) Subtotal Direct Labor Costs $9,627.88

b) Anticipated Salary Increases (see page 2 for calculations) $0.00

c) TOTAL DIRECT LABOR COSTS [(a) + (b)] $9,627.88

INDIRECT COSTS

d) Fringe Benefits (Rate 69.97%) e) Total Fringe Benefits [(c) x (d)] $6,736.63

f) Overhead (Rate 56.71%) g) Overhead [(c) x (f)] $5,459.97

h) General and Administrative (Rate: 14.74%) Gen & Admin [(c) x (h)] $1,419.15

j) TOTAL INDIRECT COSTS [(e) + (g) + (i)] $13,615.75

FIXED FEE **k) TOTAL FIXED FEE** [(c) + (j)] x fixed fee 10.00%] $2,324.36

l) CONSULTANT'S OTHER DIRECT COSTS (ODC) – ITEMIZE (Add additional pages if necessary)

Description of Item	Quantity	Unit	Unit Cost	Total
Reimbursable Expenses			$0	$0
Equipment Rental and Supplies			$0	$0
Permit Fees			$0	$0
Plan Sheets			$0	$0
Test			$0	$0

l) TOTAL OTHER DIRECT COSTS $0

m) SUBCONSULTANTS' COSTS (Add additional pages if necessary)

Subconsultant 1: $0

Subconsultant 2: $0

Subconsultant 3: $0

Subconsultant 4: $0

Subconsultant 5: $0

m) TOTAL SUBCONSULTANTS' COSTS $0

n) TOTAL OTHER DIRECT COSTS INCLUDING SUBCONSULTANTS [(l)+(m)] $0

TOTAL COST [(c) + (j) + (k) + (n)] $25,568

NOTES:

1. Key personnel **must** be marked with an asterisk (*) and employees that are subject to prevailing wage requirements must be marked with two asterisks (**). All costs must comply with the Federal cost principles. Subconsultants will provide their own cost proposals.
2. The cost proposal format shall not be amended. Indirect cost rates shall be updated on an annual basis in accordance with the consultant's annual accounting period and established by a cognizant agency or accepted by Caltrans.
3. Anticipated salary increases calculation (page 2) must accompany.

Cost Proposal

EXHIBIT 10-H1 COST PROPOSAL PAGE 2 OF 3

ACTUAL COST-PLUS-FIXED FEE OR LUMP SUM (FIRM FIXED PRICE) CONTRACTS
(CALCULATIONS FOR ANTICIPATED SALARY INCREASES)

1. Calculate Average Hourly Rate for 1st year of the contract (Direct Labor Subtotal divided by total hours) 44305

Direct Labor Subtotal per Cost Proposal		Total Hours per Cost Proposal		Avg Hourly Rate	5 Year Contract Duration
$9,627.88		204	=	47.1954902	Year 1 Avg Hourly Rate

2. Calculate hourly rate for all years (Increase the Average Hourly Rate for a year by proposed escalation %

	Avg Hourly Rate		Proposed Escalation			
Year 1	$47.20	+	3%	=	$48.61	Year 2 Avg Hourly Rate
Year 2	$48.61	+	3%	=	$50.07	Year 3 Avg Hourly Rate
Year 3	$50.07	+	3%	=	$51.57	Year 4 Avg Hourly Rate
Year 4	$51.57	+	3%	=	$53.12	Year 5 Avg Hourly Rate

3. Calculate estimated hours per year (Multiply estimate % each year by total hours)

	Estimated % Completed Each Year		Total Hours per Cost Proposal		Total Hours per Year	
Year 1	100.00%	*	204.0	=	204.0	Estimated Hours Year 1
Year 2	0.00%	*	204.0	=	0.0	Estimated Hours Year 2
Year 3	0.00%	*	204.0	=	0.0	Estimated Hours Year 3
Year 4	0.00%	*	204.0	=	0.0	Estimated Hours Year 4
Year 5	0.00%	*	204.0	=	0.0	Estimated Hours Year 5
Total	100%		Total	=	204.0	

4. Calculate Total Costs including Escalation (Multiply Average Hourly Rate by the number of hours)

	Avg Hourly Rate (calculated above)		Estimated hours (calculated above)		Cost per Year	
Year 1	$47.20	*	204	=	$9,627.88	Estimated Hours Year 1
Year 2	$48.61	*	0	=	$0.00	Estimated Hours Year 2
Year 3	$50.07	*	0	=	$0.00	Estimated Hours Year 3
Year 4	$51.57	*	0	=	$0.00	Estimated Hours Year 4
Year 5	$53.12	*	0	=	$0.00	Estimated Hours Year 5
	Total Direct Labor Cost with Escalation			=	$9,627.88	
	Direct Labor Subtotal before Escalation			=	$9,627.88	
	Estimated total of Direct Labor Salary Increase			=	**$0.00**	Transfer to Page 1

NOTES:

1. This is not the only way to estimate salary increases. Other methods will be accepted if they clearly indicate the % increase, the # of years of the contract, and a breakdown of the labor to be performed each year.
2. An estimation that is based on direct labor multiplied by salary increase % multiplied by the # of years is not acceptable. (i.e. $250,000 x 2% x 5 yrs = $25,000 is not an acceptable methodology)
3. This assumes that one year will be worked at the rate on the cost proposal before salary increases are granted.
4. Calculations for anticipated salary escalation must be provided.

EXHIBIT 10-H1 COST PROPOSAL Page 3 of 3

Certification of Direct Costs:

I, the undersigned, certify to the best of my knowledge and belief that all direct costs identified on the cost proposal(s) in this contract are actual, reasonable, allowable, and allocable to the contract in accordance with the contract terms and the following requirements:

1. Generally Accepted Accounting Principles (GAAP)
2. Terms and conditions of the contract
3. Title 23 United States Code Section 112 - Letting of Contracts
4. 48 Code of Federal Regulations Part 31 - Contract Cost Principles and Procedures
5. 23 Code of Federal Regulations Part 172 - Procurement, Management, and Administration of Engineering and Design Related Service
6. 48 Code of Federal Regulations Part 9904 - Cost Accounting Standards Board (when applicable)

All costs must be applied consistently and fairly to all contracts. All documentation of compliance must be retained in the project files and be in compliance with applicable federal and state requirements. Costs that are noncompliant with the federal and state requirements are not eligible for reimbursement. Local governments are responsible for applying only cognizant agency approved or Caltrans accepted Indirect Cost Rate(s).

Prime Consultant or Subconsultant Certifying:

Name: Md. Wahiduzzaman Title *: President/CEO

Signature : Md. Wahiduzzaman Date of Certification (mm/dd/yyyy): 04/19/2021

Email: md@bengalengineering.com Phone Number: (805) 563-0788 x 101

Address: 360 S. Hope Ave., Suite C-110, Santa Barbara CA 93105

*An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President or a Chief Financial Officer, or equivalent, who has authority to represent the financial information utilized to establish the cost proposal for the contract.

List services the consultant is providing under the proposed contract:

Civil and Bridge Engineering

10-K Forms

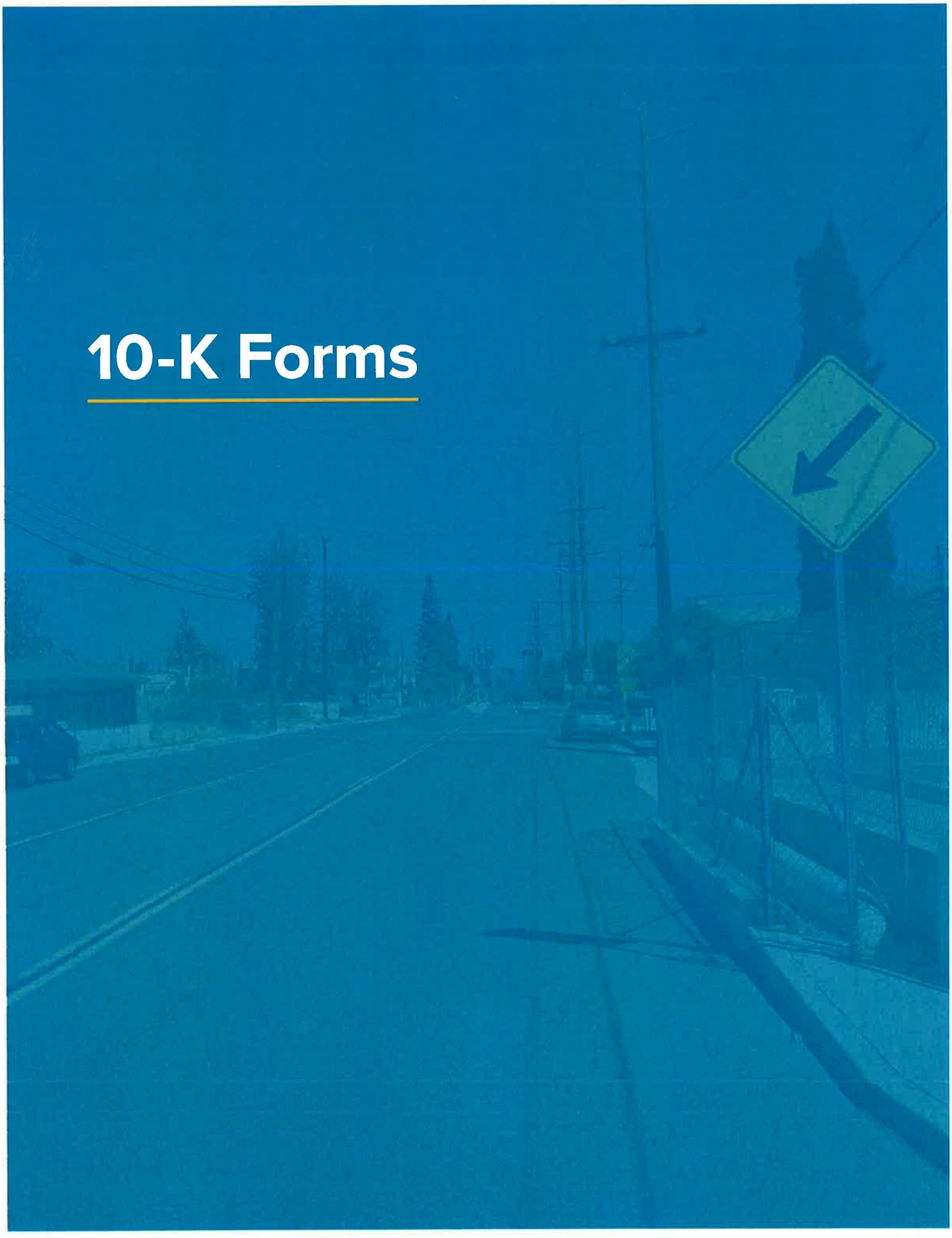

EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant's Full Legal Name: Alta Planning + Design, Inc.

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate:

Combined Rate 176.86 **% OR**

Home Office Rate N/A % and Field Office Rate (if applicable) N/A %

Facilities Capital Cost of Money 0.12 % (if applicable)

Fiscal period * 01/01/2019 - 12/31/2019

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the **fiscal period** as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in Title 23 United States Code (U.S.C.) Section 112(b)(2); 48 CFR Part 31.201-2(d); 23 CFR, Chapter 1, Part 172.11(a)(2); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost

accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - 23 CFR Part 172.11(c)(4)
- False Claims Act - Title 31 U.S.C. Sections 3729-3733
- Statements or entries generally - Title 18 U.S.C. Section 1001
- Major Fraud Act - Title 18 U.S.C. Section 1031

All A&E Contract Information:

- Total participation amount $ 7,904,763.14 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 36.00.
- Years of consultant's experience with 48 CFR Part 31 is 8.00.
- Audit history of the consultant's current and prior years (if applicable)
  - ☐ Cognizant ICR Audit
  - ☑ Local Gov't ICR Audit
  - ☐ Caltrans ICR Audit
  - ☑ CPA ICR Audit
  - ☐ Federal Gov't ICR Audit

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with Title 23 U.S.C. Section 112(b)(2), 48 CFR Part 31, 23 CFR Part 172, and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**: Greg Maher
Title**: Vice President, as duly authorized
Signature: 
Date of Certification (mm/dd/yyyy): 04/20/2021
Email**: gregmaher@altago.com
Phone Number**: 213-437-3303

**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: ***Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms.*** *Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.*

Distribution: 1) Original - Local Agency Project File
2) Copy - Consultant
3) Copy - Caltrans Audits and Investigations

EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant's Full Legal Name: Sapphos Environmental, Inc.

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate:

Combined Rate 181.3 **% OR**

Home Office Rate_____% and Field Office Rate (if applicable)_____%

Facilities Capital Cost of Money_____% (if applicable)

Fiscal period * 01/01/2017 - 12/31/2017

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the **fiscal period** as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in Title 23 United States Code (U.S.C.) Section 112(b)(2); 48 CFR Part 31.201-2(d); 23 CFR, Chapter 1, Part 172.11(a)(2); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost

accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - 23 CFR Part 172.11(e)(4)
- False Claims Act - Title 31 U.S.C. Sections 3729-3733
- Statements or entries generally - Title 18 U.S.C. Section 1001
- Major Fraud Act - Title 18 U.S.C. Section 1031

All A&E Contract Information:

- Total participation amount $ 6,560,382.80 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 1.
- Years of consultant's experience with 48 CFR Part 31 is 28.
- Audit history of the consultant's current and prior years (if applicable)
  - ☐ Cognizant ICR Audit
  - ☐ Local Gov't ICR Audit
  - ☒ Caltrans ICR Audit
  - ☐ CPA ICR Audit
  - ☐ Federal Gov't ICR Audit

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with Title 23 U.S.C. Section 112(b)(2), 48 CFR Part 31, 23 CFR Part 172, and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**: Cara Corsetti
Title**: Vice President
Signature: _____
Date of Certification (mm/dd/yyyy): 04/13/2021
Email**: ccorsetti@sapphosenvironmental.com
Phone Number**: (626) 683-3547

**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: ***Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms.*** *Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.*

Distribution: 1) Original - Local Agency Project File
2) Copy - Consultant
3) Copy - Caltrans Audits and Investigations

EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant's Full Legal Name: Coast Surveying, Inc.

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate:

Combined Rate 137.42 **% OR**

Home Office Rate_____% and Field Office Rate (if applicable)_____%

Facilities Capital Cost of Money_____% (if applicable)

Fiscal period * 01/01/2019 to 12/31/2019

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the **fiscal period** as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in Title 23 United States Code (U.S.C.) Section 112(b)(2); 48 CFR Part 31.201-2(d); 23 CFR, Chapter 1, Part 172.11(a)(2); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost

accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - 23 CFR Part 172.11(c)(4)
- False Claims Act - Title 31 U.S.C. Sections 3729-3733
- Statements or entries generally - Title 18 U.S.C. Section 1001
- Major Fraud Act - Title 18 U.S.C. Section 1031

All A&E Contract Information:

- Total participation amount $ 5,000,000 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 1.00.
- Years of consultant's experience with 48 CFR Part 31 is 25.00.
- Audit history of the consultant's current and prior years (if applicable)
  - ☐ Cognizant ICR Audit
  - ☐ Local Gov't ICR Audit
  - ☑ Caltrans ICR Audit
  - ☐ CPA ICR Audit
  - ☐ Federal Gov't ICR Audit

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with Title 23 U.S.C. Section 112(b)(2), 48 CFR Part 31, 23 CFR Part 172, and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**: Ruel del Castillo
Title**: President
Signature: Ruel del Castillo Digitally signed by Ruel del Castillo Date: 2021.04.16 10:56:34 -07'00'
Date of Certification (mm/dd/yyyy): 04/16/2021
Email**: Ruel.delCastillo@coastsurvey.com
Phone Number**: (714) 918-6266

**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: ***Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms. Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.***

Distribution: 1) Original - Local Agency Project File
2) Copy - Consultant
3) Copy - Caltrans Audits and Investigations

craftwater
engineering, inc.

SAFE HARBOR RATE
CONSULTANT CERTIFICATION OF ELIGIBILITY;
CONTRACT COSTS AND
FINANCIAL MANAGEMENT SYSTEM

Consultant Firm Name: Craftwater Engineering, Inc.

Local Agency (if applicable): _____

Contract # (if applicable): _____

Federal Project #: _____

Contract Total: $ _____

For Subconsultants - estimated % of work to be performed: _____%

Safe Harbor Rate (Indirect Cost Rate): **110%**

CERTIFICATION OF ELIGIBILITY:

I, the undersigned, certify that I am eligible to use the safe harbor indirect cost rate as I:

1. Do not have relevant contract cost history to use as a base for developing a Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR), Part 31 compliant indirect cost rate (ICR).

OR

1. Do not have a previously accepted ICR by a cognizant agency, or with an audited/accepted actual ICR, and do not have an existing contract with a provisional rate

2. Am not a Prime Consultant on a Caltrans' contract ≥ $3.5M OR Local Government contract ≥ $1M, regardless of the participation amount.

CERTIFICATION OF FINANCIAL MANAGEMENT SYSTEM:

I, the undersigned, certify that our financial management system in place for this contract and moving forward meets the standards for the Safe Harbor Rate requirements and financial reporting, accounting records, internal and budget control as set forth in the FAR of Title 49, CFR, Part 18.20. These standards require consulting firms have an accounting system adequate to accumulate, and track allowable, allocable, and reasonable direct labor and other direct costs by contract; segregate indirect costs, and remove unallowable costs.

craftwater engineering, inc.

* Consultant Certification Signature: _____
(Sign in blue ink only)

Consultant Certifying (Print): Craftwater Engineering, Inc.

Name: Chad Helmle Title: President

Consultant Contact Information:

Email: chad.helmle@craftwaterinc.com Phone: 805-729-0943

Business Mailing Address: 10711 Oakbend Dr.
San Diego, CA 92131

Date of Certification: 7/19/2020

*An executive or financial officer of the contractor's organization who has authority to represent the financial information utilized to establish the proposal submitted in conjunction with the contract.

ALSO REQUIRED IF PARTICIPATING ON A CALTRANS' CONTRACT

Attach a copy of your completed:

Safe Harbor Rate Questionnaire for Evaluating Consultant's Financial Management System

craftwater engineering, inc.

Safe Harbor Rate
Questionnaire for Evaluating Consultant's Financial Management System

Consultant Name: Craftwater Engineering, Inc.

Headquarter Address: 10711 Oakbend Dr.
San Diego, CA 92131

Location of Accounting Records: 10711 Oakbend Dr., San Diego, CA 92131

Name: Chad Helmle Title: President

Email: chad.helmle@craftwaterinc.com Phone: 805-729-0943

Mailing Address: 10711 Oakbend Dr.
San Diego, CA 92131

To be eligible for a Safe Harbor Rate the Consultant's financial management system must be adequate to accumulate and track direct labor and other direct costs by contract, segregate indirect costs, and remove unallowable costs in accordance with 48 CFR Part 31.

Instructions:

1. This questionnaire should be completed by personnel (e.g. accounting staff) with working knowledge of the Consultant (Company)'s financial management system.

2. Answer all questions and provide an explanation and additional supporting documentation where requested.

3. If additional space is required, please attach a separate sheet and refer to items being answered by number.

References:

Title 48 Code of Federal Regulations (CFR) Part 31 -Federal cost principles (48 CFR Part 31)
Title 48 CFR Chapter 99, Subchapter B - Procurement Practices and Cost Accounting Standards
Title 23 United States Code (U.S.C.), Chapter 1, Section 112 - Letting of Contracts
Title 23 CFR, Chapter 1, Part 172 - Procurement, Management, and Administration of Engineering and Design Related Services
American Association of State Highway and Transportation Officials (AASHTO) Uniform Audit & Accounting Guide (2016 Edition)

Definition of Terms:

Direct cost is any cost that is identified specifically with a particular cost objective. Direct costs are not limited to items that are incorporated in the end products as material or labor. Costs identified specifically with a contract are direct costs of that contract. All costs identified with other final cost objectives of the contractor are direct costs of those objectives. (48 CFR Part 31.202)
Indirect or overhead cost is any cost that is not directly identified with a single final cost objective, but is identified with two or more final cost objectives or with at least one intermediate cost objective. (48 CFR Part 31.203)

craftwater engineering, inc.

Has the Company developed an indirect cost rate in the past? Yes ☐ No ✓

If "Yes," you are not eligible to use the Safe Harbor Rate. Do not continue with this Questionnaire and please complete the AASHTO Appendix-B ICQ and provide an ICR Schedule.

Is the Company a Prime Consultant on a Caltrans' contract ≥ $3.5M OR Local Government contract ≥ $1M, regardless of the participation amount? Yes ☐ No ✓

If "Yes," you are not eligible to use the Safe Harbor Rate. Do not continue with this Questionnaire and please complete the AASHTO Appendix-B ICQ and provide an **Audited** ICR Report.

1. What form of business entity is the Company?

☐ Sole Proprietorship ☐ Partnership ☐ C Corporation ✓ S Corporation

Other _____

2. What types of services will the Company provide for this contract? (Select all that apply.)

☐ Architectural and Engineering services
☐ Program Management
☐ Preliminary Engineering
☐ Design Engineering
☐ Surveying
☐ Feasibility Studies
☐ Mapping or Architectural related services
☑ Other stormwater modeling, design, and analysis

3. Does the Company have prior government contracting experience? Yes ✓ No ☐

4. Does the general ledger contain separate direct and indirect accounts for the following?

- Labor Yes ✓ No ☐
- Non-Labor Yes ✓ No ☐

Note: This will support that all direct costs are accounted for and traceable from the job cost ledger to the general ledger.

5. Do you have written policies on the following cost categories?

- Accounting Yes ✓ No ☐
- Billing Yes ✓ No ☐
- Timesheet Preparation Yes ✓ No ☐
- Overtime Yes ✓ No ☐
- Direct/Indirect Expenses Yes ✓ No ☐
- Prevailing Wage Yes ✓ No ☐

craftwater engineering, inc.

6. What types of employee status will the Company provide for this contract?

☐ Non-exempt ✓ Exempt-salaried ☐ Exempt-hourly ☐ Contract Employee

Other _____

7. Premium Overtime. Does the Company pay overtime at a premium to any employees?

Yes ☐ No ✓

If yes, answer questions below. If no, continue to question 8.

- What premium rate is paid for Non-Exempt employees:

☐ Time-and-a-half and double-time ☐ Straight rate

Other (Please explain) _____

- What premium rate is paid for Exempt-Hourly employees:

☐ Time-and-a-half and double-time ☐ Straight rate

Other (Please explain) _____

- How is premium overtime accounted for and billed?

☐ As part of Direct Labor (overhead is applied)

☐ As an indirect labor cost (included in the indirect cost rate and not directly billed)

☐ As an Other Direct Cost (no overhead applied)

☐ Other _____ (Please explain)

8. Is indirect and direct labor separated by contract/project/cost objectives on employee timesheets with reporting codes?

Yes ✓ No ☐

9. Are contracts/projects assigned a unique identification/project number in your accounting system?

Yes ✓ No ☐

craft water engineering, inc.

10. Besides labor, does the Company normally bill/invoice the following as direct contract/ project costs? (Select all that apply.)

☐ Vehicle	☐ Shipping
☐ Computer/CADD	☐ Lab
☐ Printing	☐ Travel
☐ Specialty Equipment (List Below)	☐ Other (List Below)

_____ _____

10a. Is Vehicle normally billed/invoiced as a direct contract/project costs? Yes ☐ No ✓

- Are mileage logs maintained for all vehicles? If "No," please explain below.

Explanation: yes

- What is the recovery/billing rate used for Company or personal vehicle mileage reimbursement?

$ 0.58 per mile

I certify that to the best of my knowledge and belief the responses to this questionnaire are accurate.

Print Name: Chad Helmle

Signature: _____
(Sign in blue ink only)

Title: President

Date Completed: 7/19/2020

EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant's Full Legal Name: Epic Land Solutions, Inc.

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate:

Combined Rate **161.61** **% OR**

Home Office Rate N/A % and Field Office Rate (if applicable) N/A %

Facilities Capital Cost of Money N/A % (if applicable)

Fiscal period * **01/01/2019 – 12/31/2019**

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the **fiscal period** as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in Title 23 United States Code (U.S.C.) Section 112(b)(2); 48 CFR Part 31.201-2(d); 23 CFR, Chapter 1, Part 172.11(a)(2); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost

accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - 23 CFR Part 172.11(e)(4)
- False Claims Act - Title 31 U.S.C. Sections 3729-3733
- Statements or entries generally - Title 18 U.S.C. Section 1001
- Major Fraud Act - Title 18 U.S.C. Section 1031

All A&E Contract Information:

- Total participation amount $____**9 MM**_____ on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is ___**4**__.
- Years of consultant's experience with 48 CFR Part 31 is___**20**____.
- Audit history of the consultant's current and prior years (if applicable)
  - ☐ Cognizant ICR Audit
  - ☐ Local Gov't ICR Audit
  - ☐ Caltrans ICR Audit
  - ☐ CPA ICR Audit
  - ☐ Federal Gov't ICR Audit

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with Title 23 U.S.C. Section 112(b)(2), 48 CFR Part 31, 23 CFR Part 172, and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**: Karen Starr

Title**: President

Signature: Karen Starr

Date of Certification (mm/dd/yyyy): 4/14/2021

Phone Number**: 310-626-4848

Email**: kstarr@epicland.com

**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: ***Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K forms.*** *Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.*

Distribution: 1) Original - Local Agency Project File
2) Copy - Consultant

EXHIBIT 10-K CONSULTANT ANNUAL CERTIFICATION OF INDIRECT COSTS AND FINANCIAL MANAGEMENT SYSTEM

(Note: If a Safe Harbor Indirect Cost Rate is approved, this form is not required.)

Consultant's Full Legal Name: Bengal Engineering, Inc.

Important: Consultant means the individual or consultant providing engineering and design related services as a party of a contract with a recipient or sub-recipient of Federal assistance. Therefore, the Indirect Cost Rate(s) shall not be combined with its parent company or subsidiaries.

Indirect Cost Rate:

Combined Rate 141.42 % **OR**

Home Office Rate _____% and Field Office Rate (if applicable)_____%

Facilities Capital Cost of Money_____% (if applicable)

Fiscal period *1/1/2018 to 12/31/2018

* Fiscal period is annual one year applicable accounting period that the Indirect Cost Rate was developed (not the contract period). The Indirect Cost Rate is based on the consultant's one-year applicable accounting period for which financial statements are regularly prepared by the consultant.

I have reviewed the proposal to establish an Indirect Cost Rate(s) for the **fiscal period** as specified above and have determined to the best of my knowledge and belief that:

- All costs included in the cost proposal to establish the indirect cost rate(s) are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) 48, Code of Federal Regulations (CFR), Chapter 1, Part 31 (48 CFR Part 31);
- The cost proposal does not include any costs which are expressly unallowable under the cost principles of 48 CFR Part 31;
- The accounting treatment and billing of prevailing wage delta costs are consistent with our prevailing wage policy as either direct labor, indirect costs, or other direct costs on all federally-funded A&E Consultant Contracts.
- All known material transactions or events that have occurred subsequent to year-end affecting the consultant's ownership, organization, and indirect cost rates have been disclosed as of the date of this certification.

I am providing the required and applicable documents as instructed on Exhibit 10-A.

Financial Management System:

Our labor charging, job costing, and accounting systems meet the standards for financial reporting, accounting records, and internal control adequate to demonstrate that costs claimed have been incurred, appropriately accounted for, are allocable to the contract, and comply with the federal requirements as set forth in Title 23 United States Code (U.S.C.) Section 112(b)(2); 48 CFR Part 31.201-2(d); 23 CFR, Chapter 1, Part 172.11(a)(2); and all applicable state and federal rules and regulations.

Our financial management system has the following attributes:

- Account numbers identifying allowable direct, indirect, and unallowable cost accounts;
- Ability to accumulate and segregate allowable direct, indirect, and unallowable costs into separate cost

accounts;

- Ability to accumulate and segregate allowable direct costs by project, contract and type of cost;
- Internal controls to maintain integrity of financial management system;
- Ability to account and record costs consistently and to ensure costs billed are in compliance with FAR;
- Ability to ensure and demonstrate costs billed reconcile to general ledgers and job costing system; and
- Ability to ensure costs are in compliance with contract terms and federal and state requirement

Cost Reimbursements on Contracts:

I also understand that failure to comply with 48 CFR Part 16.301-3 or knowingly charge unallowable costs to Federal-Aid Highway Program (FAHP) contracts may result in possible penalties and sanctions as provided by the following:

- Sanctions and Penalties - 23 CFR Part 172.11(c)(4)
- False Claims Act - Title 31 U.S.C. Sections 3729-3733
- Statements or entries generally - Title 18 U.S.C. Section 1001
- Major Fraud Act - Title 18 U.S.C. Section 1031

All A&E Contract Information:

- Total participation amount $ 2,755,723 on all State and FAHP contracts for Architectural & Engineering services that the consultant received in the last three fiscal periods.
- The number of states in which the consultant does business is 1
- Years of consultant's experience with 48 CFR Part 31 is 9.
- Audit history of the consultant's current and prior years (if applicable)

X Cognizant ICR Audit ☐ Local Gov't ICR Audit ☐ Caltrans ICR Audit

☐ CPA ICR Audit ☐ Federal Gov't ICR Audit

I, the undersigned, certify all of the above to the best of my knowledge and belief and that I have reviewed the Indirect Cost Rate Schedule to determine that any costs which are expressly unallowable under the Federal cost principles have been removed and comply with Title 23 U.S.C. Section 112(b)(2), 48 CFR Part 31, 23 CFR Part 172, and all applicable state and federal rules and regulations. I also certify that I understand that all documentation of compliance must be retained by the consultant. I hereby acknowledge that costs that are noncompliant with the federal and state requirements are not eligible for reimbursement and must be returned to Caltrans.

Name**: Md Wahiduzzaman

Title**: CEO

Signature: Md Wahiduzzaman

Date of Certification (mm/dd/yyyy): 4/15/21

Email**: md@bengalengineering.com

Phone Number**: (805) 563-0788 x 101

**An individual executive or financial officer of the consultant's or subconsultant's organization at a level no lower than a Vice President, a Chief Financial Officer, or equivalent, who has authority to represent the financial information used to establish the indirect cost rate.

Note: ***Both prime and subconsultants as parties of a contract must complete their own Exhibit 10-K*** *forms. Caltrans will not process local agency's invoices until a complete Exhibit 10-K form is accepted and approved by Caltrans Audits and Investigations.*

Distribution: 1) Original - Local Agency Project File
2) Copy - Consultant
3) Copy - Caltrans Audits and Investigations

Resource Allocation

Resource Allocation

This proposed resource allocation reflects the scope outlined in this proposal. The Alta team is flexible in our approach and looks forward to working with the City to finalize the scope and budget to meet the needs of the City and project.

TASK	*PIC* Greg Maher	*PM* Vincent Hellens	*QA/QC Technical Advisor* Steve Frieson	*Principal Engineer* Jocelyn Walker	*Associate Engineer* Markos Legesse	*Design Engineer* Talia Agazaryan	*Trails Design Expert* James Powell	*Senior Designer* Zara Gomez	*Outreach Coordinator* Ryan Johnson	*Outreach Support* Marlene Salazar	*Graphic Designer* Steve Hernandez	*Project Coordinator* Devan Gelle	*Environmental* Staff	*Structural* Staff	*Utility Coordination* Staff	*Hydrology and Hydraulics* Staff	*Surveying* Staff	Task Hours
Task 1.0 Project Mangement, Meetings, and Task Effort Worksheet	**24**	**54**	**36**	**13**	**0**	**1**	**11**	**0**	**25**	**24**	**48**	**15**	**0**	**0**	**0**	**0**	**0**	**251**
1.1 Project Mangement and Administration (Invoices, Reports, etc)		16										10						26
1.2 Kick Off Meeting	2	2		1		1	1		1			1						9
1.3 Monthly PDT Meeting	6	12		12			6											36
1.4 QA/ QC	10	8	36				4											58
1.5 Community Outreach	6	16							24	24	48	4						122
Task 2.0 Preliminary Engineering	**12**	**60**	**0**	**92**	**56**	**70**	**50**	**108**	**0**	**0**	**0**	**8**	**0**	**204**	**0**	**182**	**101**	**943**
2.1a Research and Data Collection		2		4		8	4	8						8				34
2.1b Field Investigations		8			8	8	8	8						8				48
2.1c: Aerial Photogrammetric Mapping				2	2												101	105
2.2 Conceptual Layout Plans	4	16		8	18	42	18	80				4		94				284
2.3 Preliminary Cost Estimate	4	6		10		4		4						10				38
2.4 Feasibility Study	4	24		60	20	8	20	8				4		84				232
2.5 Hydrology/Hydraulic Analysis and Report		4		8	8											182		202
Task 3.0 Right of Way and Utility Coordination	**0**	**4**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**95**	**0**	**0**	**99**
3.1 Right of Way Engineering		2																2
3.2 Utility Coordination		2													95			97
Task 4.0 Environmental	**0**	**22**	**0**	**14**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**860**	**0**	**0**	**0**	**0**	**896**
4.1 Preliminary Environmental Study (PES) Form		8		4									101					113
4.2 Environmental Studies		2		2									292					296
4.3 CEQA Compliance		8		4									434					446
4.4 NEPA Compliance		2		2									33					37
4.5 Environmental Permits		2		2														4
Staff Hours	36	140	36	119	56	71	61	108	25	24	48	23	860	204	95	182	101	2189

EXHIBIT B

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/15/2021

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 Parker, Smith & Feek, Inc. 16201 E Indiana Ave, Suite 1000 Spokane Valley, WA 99216	**CONTACT NAME:** **PHONE (A/C, No, Ext):** 509-789-8350 **FAX (A/C, No):** 509-931-0794 **E-MAIL ADDRESS:**
INSURED Alta Planning + Design, Inc. 711 SE Grand Ave Portland, OR 97214	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Hartford Casualty Ins. Co. **INSURER B :** Trumbull Insurance Company **INSURER C :** Twin City Fire Ins. Co. **INSURER D :** Continental Casualty Company **INSURER E :** **INSURER F :**

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [X] LOC	X		52UUNOL5120	09/01/2020	09/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	X		52UUNOL5120	09/01/2020	09/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	52WEOL6H1T	09/01/2020	09/01/2021	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liability			MCH114135257	09/01/2020	09/01/2021	$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)
00-2021-133 Placentia CA Atwood Multipurpose Trail

City of Placentia and and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds on the general liability and automobile policies per the attached endorsements/forms...
(See Attached Description)

CERTIFICATE HOLDER

City of Placentia
401 East Chapman Ave
Placentia, CA 92870

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Emily J. Kratzer

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DESCRIPTIONS (Continued from Page 1)

Waiver of subrogation applies on the workers compensation policy per the attached endorsement/form.
Notice of cancellation for the general liability, automobile, and workers compensation policies per the attached forms.

POLICYHOLDER NOTICE NOTIFICATION OF CANCELLATION TO CERTIFICATE HOLDERS

NOTIFICATION OF CANCELLATION TO CERTIFICATE HOLDERS

- In the event this Policy is cancelled prior to its expiration date, for any reason other than non payment of premium, the Insurer shall provide to the broker of record, a blank schedule to be completed by the **Insured** or such broker, with the names and email addresses of any and all certificate holders to whom the **Insured** requests the Insurer provide notification of such cancellation ("notification"). Such schedule must be completed and returned to the Insurer within 5 business days of the broker's receipt. Upon the Insurer's receipt of the completed schedule, the Insurer shall endeavor to provide notification to those entities set out in such schedule. If the schedule is not returned to the Insurer within 5 business days the Insurer will not provide notification. The Insurer will assume that the schedule provided to the Insurer by the **Insured** or the broker is a complete and accurate list of certificate holders. Only those persons or entities listed on the schedule will receive notification. The Insurer will keep no other record of any certificate holders in the Insurer's file.

- There will be no schedule provided and, consequently, no notification provided, if such cancellation is for non payment of premium.

- Any notification by the Insurer to any party that is not the first **Named Insured** on the Policy is intended as a courtesy only. The Insurer's failure to provide such notification will not extend the Policy cancellation date, or negate cancellation of the Policy or be cause for legal action against the Insurer.

All other terms and conditions of the policy remain unchanged.

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

To the extent that the provisions of this endorsement provide broader benefits to the "insured" than other provisions of the Coverage Form, the provisions of this endorsement apply.

1. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations

The Named Insured shown in the Declarations is amended to include:

(1) Any legal business entity other than a partnership or joint venture, formed as a subsidiary in which you have an ownership interest of more than 50% on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.

(2) Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:

(a) That is a partnership or joint venture,

(b) That is an "insured" under any other policy,

(c) That has exhausted its Limit of Insurance under any other policy, or

(d) 180 days or more after its acquisition or formation by you, unless you have given us notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. - WHO IS AN INSURED - of SECTION II - LIABILITY COVERAGE is amended to add:

d. Any "employee" of yours while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:

(1) The agreement requires you to provide direct primary insurance for the lessor and

(2) The "auto" is leased without a driver.

Such a leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.

D. Additional Insured if Required by Contract

(1) Paragraph A.1. - WHO IS AN INSURED - of Section II - Liability Coverage is amended to add:

f. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

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The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

(1) During the policy period, and

(2) Subsequent to the execution of such written contract, and

(3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

(a) The limits of insurance specified in the written contract or written agreement; or

(b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that this insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in LOSS CONDITIONS 2. - DUTIES IN THE EVENT OF ACCIDENT, CLAIM , SUIT OR LOSS – OF SECTION IV – BUSINESS AUTO CONDITIONS, in the same manner as the Named Insured.

E. Primary and Non-Contributory if Required by Contract

Only with respect to insurance provided to an additional insured in 1.D. - Additional Insured If Required by Contract, the following provisions apply:

(3) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract or written agreement that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in Other Insurance 5.d.

(4) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract or written agreement 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 **(3)** and **(4)** do not apply to other insurance to which the additional insured has been added as an additional insured.

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, by the method described in Other Insurance 5.d.

2. AUTOS RENTED BY EMPLOYEES

Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire.

The OTHER INSURANCE Condition is amended by adding the following:

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

Policy Number: **Endorsement Number:**
Effective Date: Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: ALTA PLANNING & DESIGN , INC.
711 SE GRAND AVE
PORTLAND OR 97214

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

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:
   a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
   b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
   c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
   d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
   e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
   a. **Employees And Volunteer Workers**

      Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

      However, none of these "employees" or "volunteer workers" are insureds for:

      (1) "Bodily injury" or "personal and advertising injury":

         (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

         (b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

         (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(1)(b)** above; or

         (d) Arising out of his or her providing or failing to provide professional health care services.

         If you are not in the business of providing professional health care services:

         (a) Subparagraphs **(1)(a)**, **(1)(b)** and **(1)(c)** above do not apply to any "employee" or "volunteer worker" providing first aid services; and

         (b) Subparagraph **(1)(d)** above does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

      (2) "Property damage" to property:

         (a) Owned, occupied or used by,

         (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by

         you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

   b. **Real Estate Manager**

      Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

   c. **Temporary Custodians Of Your Property**

      Any person or organization having proper temporary custody of your property if you die, but only:

      (1) With respect to liability arising out of the maintenance or use of that property; and

      (2) Until your legal representative has been appointed.

   d. **Legal Representative If You Die**

      Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

   e. **Unnamed Subsidiary**

      Any subsidiary, and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of the Coverage Part.

The insurance afforded herein for any subsidiary not named in this Coverage Part as a named insured does not apply to injury or damage with respect to which such insured is also a named insured under another policy or would be a named insured under such policy but for its termination or the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

4. Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The following person(s) or organization(s) are an additional insured 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.

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

However, no such person or organization is an insured under this provision if such person or organization is included as an insured by an endorsement issued by us and made a part of this Coverage Part.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Sub-paragraphs (d) or (f); or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person(s) or organization(s) from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

(2) With respect to the insurance afforded to these additional insureds this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. Lessors Of Land Or Premises

Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

With respect to the insurance afforded these additional insureds the following additional exclusions apply:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to lease that land; or
2. Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

Any architect, engineer, or surveyor, 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:

(1) In connection with your premises; or

(2) In the performance of your ongoing operations performed by you or on your behalf.

With respect to the insurance afforded these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

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

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

e. Permits Issued By State Or Political Subdivisions

Any state or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

With respect to the insurance afforded these additional insureds, this insurance does not apply to:

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality; or

(2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

Any other person or organization who is not an additional insured under Paragraphs a. through e. above, 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:

(1) In the performance of your ongoing operations:

(2) In connection with your premises owned by or rented to you; or

(3) In connection with "your work" and included within the "products-completed operations hazard", but only if

(a) The written contract or agreement requires you to provide such coverage to such additional insured; and

(b) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

However:

(1) The insurance afforded to such additional insured only applies to the extent permitted by law; and

(2) If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

(2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

The limits of insurance that apply to additional insureds is described in Section III - Limits Of Insurance.

How this insurance applies when other insurance is available to the additional insured is described in the Other Insurance Condition in Section IV - Commercial General Liability 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.

SECTION III - LIMITS OF INSURANCE

1. **The Most We Will Pay**

   The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

   a. Insureds;

   b. Claims made or "suits" brought; or

   c. Persons or organizations making claims or bringing "suits".

2. **General Aggregate Limit**

   The General Aggregate Limit is the most we will pay for the sum of:

   a. Medical expenses under Coverage **C**;

   b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and

   c. Damages under Coverage **B**.

3. **Products-Completed Operations Aggregate Limit**

   The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

4. **Personal And Advertising Injury Limit**

   Subject to **2.** above, the Personal and Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.

5. **Each Occurrence Limit**

   Subject to **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:

   a. Damages under Coverage **A**; and

   b. Medical expenses under Coverage **C**

   because of all "bodily injury" and "property damage" arising out of any one "occurrence".

6. **Damage To Premises Rented To You Limit**

   Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

This policy is subject to the following additional Conditions:

A. If this policy is cancelled by the Company, other than for nonpayment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

B. If this policy is cancelled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

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B. If this policy is cancelled by the Company for nonpayment of premium, or by the insured, notice of such cancellation will be provided within (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDER(S)

Policy Number: 52 WE OL6H1T **Endorsement Number:** 3
Effective Date: 09/01/20 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: ALTA PLANNING & DESIGN , INC.
711 SE GRAND AVE
PORTLAND OR 97214

This policy is subject to the following additional Conditions:

A. If this policy is cancelled by the Company, other than for non-payment of premium, notice of such cancellation will be provided at least thirty (30) days in advance of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

B. If this policy is cancelled by the Company for non-payment of premium, or by the insured, notice of such cancellation will be provided within ten (10) days of the cancellation effective date to the certificate holder(s) with mailing addresses on file with the agent of record or the Company.

If notice is mailed, proof of mailing to the last known mailing address of the certificate holder(s) on file with the agent of record or the Company will be sufficient proof of notice.

Any notification rights provided by this endorsement apply only to active certificate holder(s) who were issued a certificate of insurance applicable to this policy's term.

Failure to provide such notice to the certificate holder(s) will not amend or extend the date the cancellation becomes effective, nor will it negate cancellation of the policy. Failure to send notice shall impose no liability of any kind upon the Company or its agents or representatives.

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Placentia City Council
AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF FINANCE

DATE: JULY 6, 2021

SUBJECT: **RESOLUTION ADOPTING THE ANNUAL STATEMENT OF INVESTMENT POLICY FOR 2021**

FISCAL IMPACT: NONE

SUMMARY:

In accordance with California Government Code ("CGC") Section 53646(a)(2), submitted for City Council review and approval is the annual Statement of Investment Policy for fiscal year 2021-22 calendar year. The proposed investment policy states the goals of the City's investment activities, the types of investments in which the City is allowed to invest its funds and the reporting requirements.

RECOMMENDATION:

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

> Adopt Resolution No. R-2021-XX, a Resolution of the City Council of the City of Placentia, California, adopting the annual Statement of Investment Policy for the Year 2021.

DISCUSSION:

The City currently lists four (4) eligible government sponsored investment pools ("GSIPs") within the policy: The Local Agency Investment Fund ("LAIF"), the Orange County Investment Pool, CalTrust and the California Asset Management Program ("CAMP"). As specified in the Investment Pool section of the Policy, investigation and due diligence are required by the Treasurer on an ongoing basis with analysis to determine that the investment pool is being managed in a manner consistent with the objectives of this Policy.

In summary, the Investment Policy addresses the following topics:

- **Scope** - states that the policy pertains to all the City's funds.
- **Objective** - the investment priorities are stated in order as Safety, Liquidity, and Yield.
- **Prudent Investor Standard** - states that the City's authorized investors will act in a prudent manner as defined by "The Prudent Person Standard."

- **Delegation of Authority** - authorizes who can perform treasury duties on the City's behalf.
- **Ethics** - addresses ethics and conflicts of interest of those who manage the City's investment of funds.
- **Authorized Financial Dealers and Institutions** - defines how investment dealers and brokers will be selected and retained.
- **Authorized & Suitable Investments** - a matrix which shows authorized investments and portfolio limitations.
- **Investment Pools** - description of government sponsored investment pools and review process when investing in them. The approved pools include the Local Agency Investment Fund (LAIF), the Orange County Investment Pool, CalTrust, and California Asset Management Program (CAMP).
- **Prohibited Investments** - investments that are prohibited have been listed.
- **Collateralization** - requirements have been clearly defined.
- **Diversification** - the goal of diversifying investments is addressed.
- **Safekeeping and Custody** - requirements have been defined.
- **Reporting** - defines content and frequency of reports.
- **Internal Control** - defines the role of internal control as it relates to the City's investment practices.
- **Annual Management Review and Audit** – defines the audit requirement for the City's Investment Policy, practices, procedures, and portfolio management.

Appendix A is a glossary that lists and describes the various investment instruments allowed by the Policy. Appendix B is the Broker Dealer Questionnaire which is used to qualify investment broker/dealers for the City's use. Appendix C is the current list of authorized broker/dealers and banking institutions.

Prepared by:

Jessica Brown
Director of Finance

Reviewed and approved:

Kevin Larson
City Treasurer

Reviewed and approved:

Damien R. Arrula
City Administrator

Attachments:

1. Resolution No. R-2021-44 – Annual Statement of Investment Policy
2. Statement of Investment Policy 2021

RESOLUTION NO. R-2021-44

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, ADOPTING THE ANNUAL STATEMENT OF INVESTMENT POLICY FOR THE YEAR 2021

A. Recitals

(i) California Government Code §53646 provides that the Treasurer or Finance Director of the City of Placentia may annually provide a Statement of Investment Policy to the City Council and the Financial Audit Oversight Committee.

(ii) The Finance Director and the City Treasurer of the City of Placentia have prepared for approval the attached Statement of Investment Policy for 2021.

(iii) All legal prerequisites to the adoption of this Resolution have occurred.

B. Resolution

NOW, THEREFORE, the City Council of the City of Placentia hereby finds, determines, and resolves as follows:

1. The attached Statement of Investment Policy for the City of Placentia hereby is adopted for the calendar year 2021, in compliance with California Government Code §53646.

2. The Finance Director shall provide the Annual Statement of Investment Policy to each member of the Financial Audit Oversight Committee.

PASSED, APPROVED AND ADOPTED on the 6th day of July 2021.

_____
Craig S. Green, Mayor

ATTEST:

_____
Robert S. McKinnell, City Clerk

ATTACHMENT 1

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 6th day of July 2021, 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

Attachment: Statement of Investment Policy 2021

CITY OF PLACENTIA
STATEMENT OF INVESTMENT POLICY
2021

INVESTMENT POLICY OVERVIEW

The Statement of Investment Policy ("Policy") is intended to provide guidelines for the prudent investment of the City of Placentia's ("City") temporarily idle cash and to outline the policies for investing funds. It is the City's policy to invest public funds in a manner which will provide foremost for the safety of the principal while meeting the short and long-term cash flow demands of the City. The ultimate goal is to enhance the economic status of the City while protecting its pooled funds in accordance with the applicable local, state and federal laws.

Annually, in accordance with California Government Code (CGC) Section 53646(a)(2), the City Council is presented a Statement of Investment Policy (Policy) for consideration and approval at a public meeting.

PURPOSE

This Policy sets forth the policies which shall govern the investment of the City's funds. It will be used by the City Treasurer, other City Officials and staff as well as all other third-party providers of investment or investment related services. Its purpose is to direct the prudent investment and protection of the City's funds and investment portfolio, in compliance with the requirements of CGC Section 53600 et. seq.

INVESTMENT OBJECTIVES

It is the policy of the City to invest funds in a manner which will provide for the preservation of capital while meeting the daily cash flow requirements of the City and attaining a reasonable rate of return within an acceptable and defined level of risk.

An overriding requirement is compliance with all Federal, State and local laws governing the investment of City funds, and as specified in the CGC Section 53600.5, when investing, reinvesting, purchasing, acquiring, exchanging, selling, and managing public funds, the primary objectives, in priority order of the investment activities shall be:

a. **SAFETY:** Safety of principal is the foremost objective of the investment program. Investments of the City shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective is to mitigate credit risk and interest rate risk.

- Credit Risk is the risk of loss of principal due to the failure of the security issuer. Credit Risk can be mitigated by:
    - Limiting investments to the safest types of securities
    - Prequalifying accountants, auditors, financial institutions, broker/dealers, financial advisors, and other outside consultants with which the City does business.
    - Diversifying the investment portfolio so that potential losses are minimized.
- Interest Rate Risk is the risk that the market value of securities will fall due to a rise in general market interest rates. It is the policy of the City to hold individual securities to maturity in an effort to meet liquidity demands. Interest rate risk can be mitigated by:
    - Holding individual securities to maturity – Structuring the investment portfolio so that securities mature to meet cash flow requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity.
    - Employing a laddering strategy whereby staggering maturities of individual securities so that bonds come due in increments assuring an overall liquidity pattern.
    - Limiting maturities of individual securities and the average maturity of the overall portfolio.

b. **LIQUIDITY:** The investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements which might be reasonably anticipated.

c. **YIELD:** The investment portfolio shall be designed with the objective of achieving a competitive market rate of return or yield, while taking into account the investment risk constraints and liquidity needs. The core investments shall be limited to low risk securities to be held to maturity with the following exceptions:

- A security with declining credit may be sold early to minimize loss of principal.
- A security swap that would improve the quality, yield or target duration of the portfolio.
- The liquidity need of the portfolio requires a security to be sold.

PRUDENT INVESTOR STANDARD

The standard to be used by investment officials shall be that of a "prudent person" and shall be applied to the context of managing all aspects of the City's investment portfolio.

The Prudent Person Standard

"The City Council, City Treasurer and others who are authorized to make investment decisions on behalf of those local agencies investing public funds pursuant to this chapter are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, and managing funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the City. Within the limitations of this Policy and considering individual investments as a part of an overall strategy, a trustee is authorized to acquire investments as authorized by law."

ETHICS

Elected officials, City employees and any other individuals involved in the investment operations are prohibited from personal business activity that could conflict with the proper execution of the investment program, or which could impair the ability to make impartial investment decisions, or which could give the appearance thereof. Furthermore, these same individuals are prohibited from undertaking personal investment transactions with any individual with whom business is conducted on behalf of the City. Employees and investment officials are required to file annual disclosure statements as required for "public officials who manage public investments" (as defined and required by the Political Reform Act found in CGC Section 81000 et seq. and related regulations adopted by the Fair Political Practices Commission (FFPC)).

SCOPE

This Policy applies to all financial assets of the City.

The funds covered by this policy are accounted for in the City's Comprehensive Annual Financial Report (CAFR) and include:

A. General Fund
B. Special Revenue Funds
C. Debt Service Funds
D. Capital Projects Funds
E. Enterprise Funds
F. Internal Service Funds
G. Agency Funds
H. Fiduciary Funds
I. Private Purpose Trust Funds

DELEGATION OF AUTHORITY

In accordance with the CGC Section 53607, the City Council hereby delegates investment authority to the City Treasurer for a period of one year and such investment authority must be renewed annually. Adoption of this Policy constitutes delegation of investment authority to the City Treasurer for the following year unless revoked in writing. The responsibility of the day-to-day investment of City funds will be the City Treasurer. In the Treasurer's absence, the Treasurer delegates investment authority to the Deputy City Treasurer (Finance Director) as allowable per CGC Section 41006. The City Treasurer shall be responsible for all investment transactions undertaken and shall establish a system of controls to regulate cash management and investment activities.

AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS:

The City Treasurer will maintain a list of approved financial dealers and banking institutions to provide investment and banking services to the City. All brokers and dealers that desire to become qualified bidders for investment transactions with the City must respond to the City's "Broker Dealer Questionnaire" (Appendix B) and submit related documents relative to eligibility. This includes a current audited financial statement, proof of state registration, proof of NASD registration and a certification they have received and reviewed the City's Investment Policy. An annual review of the financial condition and registrations of qualified broker/dealers will be conducted by the Treasurer. The current list of approved financial institutions is included as Appendix C.

AUTHORIZED & SUITABLE INVESTMENTS

Investments shall be made only in those instruments specifically authorized by California State laws (CGC Sections 53600-53609), and to no greater an extent than those authorized by those laws.

The City's specific permitted investment guidelines are listed below. It should be noted that the City's permitted investments may be more restrictive than the State guidelines. A glossary is provided in Appendix A.

Investment Type	Maximum Maturity	Maximum Percentage of Portfolio	Maximum Investment in One Issuer
US Treasury Bills, Notes and Bonds	5 Years	None	None
Federal Agency Obligations	5 Years	30%	15%
Negotiable Certificates of Deposit (CD's) or Time Deposits*	5 Years	30%	$250,000
Non-Negotiable Certificates of Deposit (CD's) or Time Deposits*	5 Years	40%	$250,000
Money Market Funds	N/A	20%	10%
Passbook Savings/Demand Deposits	N/A	None	None
Commercial Paper - rated highest quality by national ratings agencies	270 days	25%	10%
Bankers Acceptances	180 bankers days	30%	30%
Local Agency Investment Fund (LAIF)	N/A	None	N/A
Orange County Investment Pool	N/A	None	N/A
CalTrust (JPA)	N/A	None	N/A
California Asset Management Program (CAMP)	N/A	None	N/A
Repurchase Agreements (Repos)	1 year	30%	None

**Denotes a collateral requirement either initially, or at a pre-determined threshold. Please refer to Collateral section of the Policy for specific requirements.*

PROHIBITED INVESTMENTS

State and Federal laws notwithstanding, any investment not specifically described herein including, but not limited to, reverse repurchase agreements, derivatives, options, futures, zero coupon bonds, inverse floaters, range notes, first mortgages or trust deeds, collateralized mortgage obligations (CMO's), limited partnerships, real estate investment trusts (REIT's), open-end mutual funds, closed-end mutual funds, mutual funds with a weighted average maturity greater than 180 days, common stock, preferred stock, commodities, precious metals, securities with high price volatility and/or limited marketability (less than three active bidders), securities that may default on interest payments and any other speculative investment deemed in appropriate under the Prudent Investor standard a strictly prohibited. In addition, any investment transaction that might impair public confidence in the City of Placentia's government is to be avoided.

COLLATERALIZATION

Collateralization is required on certificates of deposits and repurchase agreements. In order to anticipate market changes and provide a level of security for all funds, the

collateralization level will be 110% of market value of principal and accrued interest. The City Treasurer may waive the collateral requirement for deposits up to the maximum dollar amount which are covered by the Federal Deposit Insurance Corporation (FDIC) or the National Credit Union Administration (NCUA), currently $250,000.

INVESTMENT POOLS

Government sponsored investment pools (Pools) are permitted under CGC Section 53635 and are an excellent short-term investment option for cash management purposes. These pools can provide safety, liquidity, and yield in a single diversified investment. However, thoughtful investigation and due diligence are required both initially at the time of joining and on an ongoing basis with analysis to determine that the investment pool is being managed in a manner consistent with the objectives of this Policy.

DIVERSIFICATION

The City recognizes diversification is an investment strategy that will mitigate risk in the investment portfolio. The City's investment portfolio shall be diversified to avoid incurring unreasonable and avoidable risks with regard to specific investment types. Within investment types, the City shall also maintain a mix of securities to avoid concentrations within individual financial institutions, geographic areas, industry types, and maturities.

The City will only invest in fixed rate, fixed maturity securities and no more than the percentages and amounts indicated in the preceding Authorized & Suitable Investments section shall be invested in any single investment type or financial institution.

SAFEKEEPING AND CUSTODY

All City investments shall have the City of Placentia as its registered owner, and all interest and principal payments shall indicate the City of Placentia as payee. All securities will be held with a qualified financial institution, contracted by the City as a third-party custodian with a separate custodial agreement (does not apply to insured Certificates of Deposit, money market funds, the Local Agency Investment Fund or the Orange County Investment Pool). All agreements and statements will be subject to review annually by external auditors in conjunction with their audit. All securities shall be acquired by the safekeeping institution on a "Delivery-vs-Payment" (DVP) basis. For Repurchase Agreements, the purchase may be delivered by book entry, physical delivery or by third-party custodial agreement consistent with the Government Code. The transfer of securities to the counterparty bank's customer book entry account may be used for book entry deliver. The City Treasurer or designee shall require a Broker Trade confirmation for all trades.

REPORTING

The City Treasurer will submit a quarterly investment report to the City Council for review. This report will include the following elements:

1. Type of investment, issuer, maturity, par and dollar amount invested.
2. Weighted average maturity of investments
3. Funds managed by contracted parties including loans.
4. Market value and source of valuation
5. Description of compliance with Policy.
6. City's ability to meet six (6) months cash needs; or why not.

INTERNAL CONTROL

The City Treasurer shall be responsible for all investment transactions undertaken and shall establish a system of controls to regulate cash management and investment activities. Internal policies and procedures shall be developed to assure that appropriate controls are in place to authorize, document and confirm all transactions. The same policies and procedures shall be followed for all investment types and all government-sponsored investment pools in which the City participates. A separate Investment Procedures Manual shall be established to assist staff with daily operations and shall be reviewed at least annually by the Treasurer. To provide further protection of the City's funds, written instructions require the City's bank to obtain verification of all wire transfers from two of the four following officers: City Mayor, City Treasurer, City Administrator, or Finance Director. All banking and investment accounts through approved financial institutions shall conform to the City of Placentia Wire and Funds Transfer Policy # 443.

ANNUAL MANAGEMENT REVIEW AND AUDIT

An annual audit of the City's Investment Policy, practices, procedures and portfolio status will be conducted by an independent auditor. The independent auditor will provide the City with written observations and recommendations regarding the adequacy of investment controls. The City's Financial Audit Oversight Committee will review these items as part of their annual audit review of the City's Comprehensive Annual Financial Report.

Appendix A

GLOSSARY

DEPOSITORY SERVICES

Active deposits are demand or checking accounts which receive revenues and pay disbursements.

Interest –bearing active deposits are money market accounts at a financial institution (I.e. bank, savings and loan, credit union). These accounts are demand accounts with restricted transaction activity.

Inactive deposits are Certificates of Deposit issued in any amount for periods of time as short as fourteen days and as long as several years. Interest must be calculated on a 360 day basis, actual number of days.

Passbook savings account is similar to an inactive deposit except not for a fixed term. The interest rate is much lower than Certificates of Deposit, but the savings account allows for flexibility. Funds can be deposited and withdrawn according to daily operational needs.

INVESTMENT SECURITIES

U.S. Treasury Issues are direct obligations of the United States Government. These issues are called bills, notes, and bonds. The maturity range of new issues is from 13 weeks (T-Bills) to 30 years (T-Bonds). These are highly liquid and are considered the safest investment security.

Federal Agency Issues are issued by direct U.S. Government agencies or quasi-governmental agencies. These issues are guaranteed directly or indirectly by the United States Government. Examples of these securities are Federal Home Loan Bank (FHLB) notes, Federal National Mortgage Association (FNMA) notes, Federal Farm Credit Bank (FFCB) notes, Federal Home Loan Mortgage (FHLMC) notes, Federal Intermediate Credit Bank (FICB) debentures, Small Business Administration (SBA) notes, Government National Mortgage Associations (GNMA) notes, and Student Loan Association (SALLMAE) notes.

Certificates of Deposit are investments for inactive funds issued by banks, savings and loans, and credit unions. Investments of up to $250,000 are insured respectively by the Federal Deposit Insurance Corporation (FDIC), and the National Credit Union Share Insurance Fund (NCUSIF). Certificates of Deposit can be issued from 14 days to several

years in maturity allowing the City investment of funds to be matched to cash flow needs. For deposits exceeding $250,000 the financial institution is required to collateralize the investment with 110% government securities. The City does not accept 150% collateral (First Trust Deeds) or 105% Letters of Credit (L.C.).

A **Non-Negotiable Certificate of Deposit** is a promissory note issued by a depository institution (such as a bank, credit union, savings association, etc.) that usually carries a penalty for early withdrawal and does not have a CUSIP.

Negotiable Certificates of Deposit are issued by a nationally or state-chartered bank, a savings association or a federal association (as defined by Section 5102 of the Financial Code), a state or federal credit union, or by a federally licensed or state licensed branch of a foreign bank and are assigned a CUSIP.

Money Market Mutual Funds may only invest in US Government securities permitted under this Policy and under California Government Code Section 53601 *et seq.* with final stated maturities of one year or less. The primary objective of the money market is to maintain a constant $1.00 Net Asset Valuation (NAV). In addition the follow limitations shall apply:

- Only invests in US Government securities, and the weighted average maturity of the portfolio is less than 180 days.
- The fund shall be registered with the SEC.
- The fund shall have a minimum of $500 million total asset portfolio at the time of investment, and should not drop below this threshold.
- The money market shall have attained the highest ranking or highest letter and numerical rating provided by not less than two nationally recognized statistical rating organizations, and shall maintain these ratings for the duration of the investment.

Passbook Savings/Demand Accounts are the accounts maintained to provide by a bank to provide depository and disbursement services for the City's daily cash flow requirements. These accounts are generally low or non-interest bearing accounts.

Commercial Paper is a short-term debt security issued by financial companies and large corporations. Commercial paper must be "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a nationally recognized statistical rating organization (NRSRO). It must be organized and operating in the United States, have a maximum maturity of 270 days. Investment in Commercial paper is limited to not more than 25% of the investment portfolio.

Local Agency Investment Fund (LAIF) is a special fund in the State Treasury which local agencies may use to deposit funds for investment. There is no minimum investment

period and the minimum transaction is $5,000, in multiples of $1,000 above that, with a maximum of $50 million for any agency. It offers high liquidity because deposits can be converted to cash in twenty-four hours and no interest is lost. All interest is distributed to those agencies participating on a proportionate share determined by the amounts deposited and the length of time they are deposited. Interest is paid quarterly by electronic deposit to a designated bank account.

The State keeps an amount for reasonable costs of making the investments. State law provides that administrative costs are not to exceed 5% of quarterly earnings of the fund. However, if the 13-week Daily Treasury Bill Rate of the last day of the fiscal year is below 1%, then administrative costs shall not exceed 8% of quarterly earnings of the fund for the subsequent fiscal year.

Government Code Section 16429.3 states that "moneys placed with the Treasurer for deposit in the Local Agency Investment Fund by cities, counties, special districts, nonprofit corporations, or qualified quasi-governmental agencies shall not be subject to either of the following: (a) transfer or loan pursuant to Sections 16310, 16312, or 16313, or (b) impoundment or seizure by any state official or state agency." During the 2002 legislative session, Government Code Section 16429.4 was added to the LAIF's enabling legislation. This Section state that "the right of a city, county, city and county, special district, nonprofit corporation, or qualified quasi-governmental agency to withdraw its deposited moneys from the LAIF, upon demand, may not be altered, impaired, or denied in any way, by any state official or state agency based upon the state's failure to adopt a State Budget by July 1 of each new fiscal year."

Orange County Investment Pool is government-sponsored investment pool managed by the Orange County Treasurer. Funds are held in trust and invested. Government Code Section 27100.1 states that funds are deemed to be held in trust by the County Treasurer on behalf of the depositing entity or public official and shall not be deemed funds or assets of the County. The Legislature enacted this section to make clear what the status of the funds would be in the case of the County declaring bankruptcy.

The Treasurer's foremost objective in investing public funds is to ensure that public funds are invested in a manner that provides for maximum security of principal and preservation of capital, while conforming to all Federal, State and local laws, statutes, and resolutions for investment of public funds. The second objective is to maintain sufficient liquidity to enable participants to meet their operating cash flow needs. Liquidity is essential to the safety of principal. The third and last important objective is to obtain a market rate of return throughout budgetary and economic cycles within the investment policy risk parameters and cash flow needs.

CalTrust is a Joint Powers Agency formed in 2005 as a government-sponsored investment pool. The pool offers four options: a government securities fund; a money market fund; a short-term fund and a medium-term fund. Participants must be a California public agency under CGC Section 6509.7. CalTrust is governed by an 11-member board who are experienced local government treasurers or investment officers. The investment objective of the pool is to attain as high a level of current income as is consistent with the preservation of principal. The pool is audited annually by an independent auditor. As of December 2017, the pool had $2.7 billion in total assets.

California Asset Management Program (CAMP) is a Joint Powers Agency formed in 1999 as a government-sponsored investment pool. CAMP is a short-term money market portfolio and cash management vehicle. All California public agencies are eligible to participate. The JPA is governed by a 7-member board who are local government finance directors and treasurers or participants in the Trust. The investment objective of the pool is to attain as high a level of current income as is consistent with the preservation of principal. The pool is audited annually by an independent auditor. As of December 2016, the pool had $2.0 billion in total assets. Investment services are currently provided to the pool by PFM Asset Management LLC.

Repurchase Agreements (Repo) are a form of short-term investment where the dealer sells government securities to an investor on a short-term basis with the agreement to buy them back. Investment in repurchase agreements may be made on any investment authorized in this policy. The maximum maturity is limited to one year and may not exceed 20% of the total portfolio.

Appendix B

City of Placentia

Investment Broker/Dealer Questionnaire

SECTION I: STATEMENT OF POSITION AND GENERAL REQUIREMENTS

The City of Placentia (hereinafter referred to as the "City") is a city operating under the laws of the State of California. The City manages an investment portfolio which at June 30, 20XX totaled $XX million. The portfolio is mainly comprised of demand deposits and deposits in the State of California Local Agency Investment Fund.

Annually the City adopts a written Investment Policy. The policy regulates the standards and procedures used in its cash management activities. A copy of the City's Investment Policy is provided with this document. Each broker/dealer must certify that they have read the policy and will incorporate due diligence in conforming to the provisions of the City's Investment Policy, as well as all applicable state and Federal regulations as they apply to the investment activities of California municipalities.

The City maintains relationships with qualified members of the broker/dealer community who, in their opinion, "understand the needs, constraints and goals of the City."

Broker/dealers will be notified of their approval by the City in writing. No transactions will be conducted with an approved broker/dealer until all paperwork required by both parties has been executed. The City solicits competitive bids and offers on the majority of its transactions. All securities will be delivered against payment to a third-party custodian named by the City.

City personnel will review and substantiate all information and references requested in the document; therefore, please answer all questions as thoroughly as possible.

SECTION II - PART 1: REQUEST FOR GENERAL INFORMATION FROM BROKER/DEALER CANDIDATE

1. Name of firm:_____

2. Address (local):_____

   Address (main):_____

3. Telephone (local): ( )_____ ( )_____

   Telephone (main): ( )_____ ( )_____

4. Primary Representative:

Name: _____ Title: _____

Telephone: _____ Fax: _____

Email: _____

5. Manager/Partner in Charge:

Name: _____ Title: _____

Telephone: _____ Fax: _____

Email: _____

6. What is the preferred method and frequency of communication?

_____

_____

7. Please provide five government agencies (cities, counties, special districts, etc.) references with whom the City's representative(s) listed in No. 4 above has/have an established Investment Broker/Dealer relationship. (Southern California Agencies preferred):

- Client name: _____ Contact: _____

  Length of relationship: _____ Telephone: _____

- Client name: _____ Contact: _____

  Length of relationship: _____ Telephone: _____

- Client name: _____ Contact: _____

  Length of relationship: _____ Telephone: _____

- Client name: _____ Contact: _____

  Length of relationship: _____ Telephone: _____

- Client name: _____ Contact: _____

  Length of relationship: _____ Telephone: _____

8. What is your firm's current market capitalization? _____

9. Is your firm a broker (does not own securities being offered)? Yes: ☐ No: ☐
Is your firm a dealer (does own securities being offered)? Yes: ☐ No: ☐

10. Are all required licenses to operate as a broker/dealer firm in the State of California obtained, valid and current? Yes: ☐ No: ☐

11. Please provide proof of the following:

Registration with NASD	☐ Attached	☐ NA
Registration with the State of California	☐ Attached	☐ NA
Financial Industry Regulatory Authority (FINRA)	☐ Attached	☐ NA
Your firm is qualified under SEC rule 15C3-1 (Uniform Net Capital Rule)	☐ Attached	☐ NA

12. Is your firm examined by and subject to rules and regulations of:

FDIC	☐ Yes ☐ No
SEC	☐ Yes ☐ No
NYSE	☐ Yes ☐ No
Comptroller of Currency	☐ Yes ☐ No
Federal Reserve System	☐ Yes ☐ No

13. What market sectors are you and your firm currently involved?

US T-bills	☐	Treasury Notes/Bonds	☐
US Agency Bonds	☐	California State Bonds	☐
Bankers' Acceptances	☐	Commercial Paper	☐
Bank CDs	☐	Money Market Mutual Funds	☐
Repurchase Agreements	☐		
Medium Term Notes	☐	Other _____	
Other _____		Other _____	

14. Does your firm specialize in any of the instruments listed above? If so, please specify:

_____

_____

15. Is the firm a primary dealer in U.S. Government Securities? ☐ Yes ☐ No

If so, for how long has your firm been a primary dealer? _____

What is your firm's total volume in U.S. Government and Agency Securities last year?

Firm-wide $_____ Number of Transactions:_____

Local Office $_____ Number of Transactions:_____

16. What reports, transactions, confirmations and paper trail would the City receive? (please attach sample documentation)

_____

_____

17. Do you provide any fixed income research and economic commentary?

☐ Yes (attached) ☐ No

18. What sort of technical market perspective do you propose to bring to a relationship with the City?

_____

_____

_____

_____

_____

SECTION II - PART II: REQUEST FOR BROKER/DEALER DISCLOSURE

19. To the best of your knowledge, has there been any "material" litigation, arbitration or regulatory proceedings, either pending, adjudicated or settled, that your firm has been subject to within the last five years that involved issues concerning the suitability of the sale or purchase of securities to institutional clients or fraudulent or unfair practices related to the sale of securities to an institutional client? If so, please describe each such matter briefly. For purposes of this section, proceedings are "material" if your independent accountant applying generally accepted accounting principles determines that such proceedings required disclosure on your financial statements.

Any "material" proceedings? ☐ Yes ☐ No If yes, provide attachment with explanation.

20. Please provide certified audited financial statements for the last three years. In addition, for those dealers preparing and submitting financial statements to the following organizations, please provide publicly available financial documents filed with these agencies for the previous two years: National Association of Securities Dealers, Securities and Exchange Commission, New York Stock Exchange and Federal Deposit Insurance Corporation.

21. Have any of your public-sector clients ever sustained a loss on a securities transaction arising from a misunderstanding or misrepresentation of the risk characteristics of the instrument?

☐ Yes ☐ No

If so, please explain:_____

_____

_____

22. Please provide a schedule of fees and charges for various transactions and describe the process by which the city pays the fees and charges.

SECTION III: CERTIFICATION

I hereby certify that the preceding is true and correct to the best of my knowledge and that I am authorized to execute this request for information on behalf of the broker/dealer firm.

The firm has in place reasonable procedures and a system of controls designed to preclude imprudent investment activities arising out of transactions conducted between the firm and the City of Placentia.

All individuals assigned to the City's account have read the City's most current Investment Policy, understand the objectives and constraints set forth by the policy, agree to disclose potential conflicts or risks to public funds that might arise out of business transactions between the firm and the City, and will incorporate due diligence in conforming to the provisions of the policy as well as all applicable state and federal regulations as they apply to the investment activities of California municipalities.

The firm shall be provided an annual adopted Investment Policy for the City of Placentia and shall be informed of any changes to the policy. The undersigned certify that no securities will be sold to the City, which are in violation of State code or City policy; however, the City shall be responsible for ensuring compliance with percentage limits established by State code and City policy.

Name of firm _____

Name of Primary Representative _____ Title _____

Signature _____ Date _____

Name of principal or manager _____ Title _____

Signature _____ Date _____

Appendix C

LIST OF APPROVED FINANCIAL DEALERS AND BANKING INSTITUTIONS

Bank of America (commercial checking)

Banc of California (commercial checking)

Wells Fargo Bank (fiscal agent)

US Bank (fiscal agent)

Multi-Bank Securities (certificates of deposit)

Time Value Investments

Other banking and investment institutions as approved in writing by the City Treasurer

All banking and investment accounts through approved financial institutions shall conform to the City of Placentia Wire and Funds Transfer Policy # 443.

Placentia City Council
AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF COMMUNITY SERVICES

DATE: JULY 6, 2021

SUBJECT: **APPROVAL OF OCTA SENIOR MOBILITY PROGRAM AGENCY SERVICE PLAN FOR FISCAL YEAR 2021-2022 THROUGH FISCAL YEAR 2025-2026**

FISCAL IMPACT:	EXPENSE:	$13,800	FY 2021-22	Air Quality Management District Fund
	REVENUE:	$55,100	FY 2021-22	Measure M Community Programs Fund

SUMMARY:

The Senior Mobility Program ("SMP") provides for free transportation to individuals in the Placentia Community 60 years of age and older. The program is provided in partnership with the Orange County Transportation Authority (OCTA) through a contribution of Measure M2 funding. In 2016, the OCTA updated the service guidelines for participating jurisdictions and provided new Agency Service Plans that would be in effect for five (5) years, through June 30, 2021. Due to the COVID-19 pandemic, there was a delay in providing the participating agencies with new service plans in 2020. OCTA has now reviewed the new service plans and requires that the agency's governing body approve the plan to continue participation in the SMP. The Agency Service Plan will be valid for the next five (5) years.

Currently, the SMP is the only source of transportation for the seniors of the Placentia community provided through the City of Placentia. This action approves the Agency Service Plan for the SMP provided in partnership with the OCTA for Fiscal Year 2021-22 through Fiscal Year 2025-26 and approves the allocation of the twenty percent (20%) match from the Air Quality Management District (AQMD) funding source. The twenty percent (20%) match is currently budgeted in the Fiscal Year 2021-22 Budget. Future matching funds for the remaining service plan years will be appropriated annually through the City's regular budget process as approved by the City Council.

RECOMMENDATION:

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

1. Approve the OCTA Agency Service Plan for the Senior Mobility Program (SMP) for Fiscal Year 2021-22 through Fiscal Year 2025-26; and

1.h.
July 6, 2021

2. Approve the twenty percent (20%) match from the Air Quality Management District (AQMD) funding source for a total of $13,800 for the Fiscal Year 2021-22; and

3. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

DISCUSSION:

The SMP provides funding to support local community-based transportation service for seniors. A formula funding allocation was established for all Orange County local jurisdictions based upon their senior population. The senior population is determined by Census data. One percent (1%) of M2 net sales tax revenue is used to fund the program and local jurisdictions must provide a minimum twenty percent (20%) local match of the total annual program expenditures.

Participating jurisdictions submit to OCTA an SMP Service Plan which defines program services and outlines approved transportation for additional trips within the County of Orange. The goals of the SMP are to allow local jurisdictions to develop and implement senior transportation services to serve their community and to provide transit options for seniors which complement rather than duplicate OCTA fixed route and ACCESS services.

Jurisdictions have discretion in how the service is operated. Senior transportation services may be operated using employees, volunteers, or contracted service providers. The City plans to release a Request for Bids ("RFB") to competitively obtain a qualified transportation contractor to effectively implement the SMP. Additionally, the City shall sign a cooperative agreement with OCTA for the operation of the SMP. The final drafted agreement has been reviewed and approved by the City Attorney's Office. Once all signatures have been obtained, the City will receive a final copy of the cooperative agreement from OCTA.

FISCAL IMPACT:

Funding for the SMP is identified as one percent (1%) of M2 net sales tax revenue and will be allocated to eligible local jurisdictions based upon the participating jurisdiction's percentage of the senior population of the county. Senior population is determined by using the most current official Census information provided by the U.S. Census Bureau. Participating jurisdictions must provide a minimum twenty percent (20%) local match of the total annual program expenditures. Total annual program operating expenditures is estimated to be $68,900 for the Fiscal Year 2021-22. The twenty percent (20%) match provided by the City through AQMD funds shall be approximately $13,800 for the Fiscal Year 2021-22. The approximate allocation of M2 funds to be distributed to the City is $55,100 for Fiscal Year 2021-22. The twenty percent (20%) match is currently budgeted in the Fiscal Year 2021-22 Budget. Future matching funds for the remaining service plan years, will be appropriated annually through the City's regular budget process and as approved by the City Council.

Prepared by:

Veronica Ortiz
Community Services Supervisor

Reviewed and approved by:

Karen Crocker
Director of Community Services

Reviewed and approved by:

Jessica Brown
Director of Finance

Reviewed and approved by:

Damien R. Arrula
City Administrator

Attachments:

1. Senior Mobility Program Agency Service Plan
2. Senior Mobility Program Draft Agency Cooperative Agreement

Senior Mobility Program
Agency Service Plan

Jurisdictions and agencies participating in the Orange County Transportation Authority (OCTA) Senior Mobility Program (SMP) must complete the following Service Plan in order to receive SMP funding. The Service Plan must be developed in accordance with SMP Guidelines, included as Attachment 1, and submitted to OCTA for review. Upon review from OCTA, the Service Plan must be formally adopted by the agency's council or governing body and approved by the OCTA Board of Directors. Any modifications to SMP services will require submittal of a new Service Plan.

Participant Information:

Agency	City of Placentia	Date	January 5, 2021
Program Contact	Veronica Ortiz	Phone	(714) 993-8222
Email	vortiz@placentia.org		

Service Description:

1. Program goals and objectives:

    1. To provide safe and reliable transportation to the Senior Community Center on a daily basis.
    2. To provide an opportunity for seniors of the community to have access to a nutrition program that also allows for social interaction.
    3. Increase Senior Center participation by offering transportation services to different community events.
    4. Provide the seniors of the community with an opportunity to participate in healthy active programming offered at the Senior Community Center.

2. Indicate how SMP service will be operated: *(Please check all that apply)*

☐	Directly-Operated	☐	Subsidized Taxi Program
✓	Contract Service Provider	☐	Other (Please Describe)
☐	Volunteers		

3. Eligible trips provided under the SMP are limited to the following categories. Please indicate the categories of service to be provided by your program: *(Please check all that apply)*

✓	Senior Center	✓	Personal Care
✓	Nutrition	✓	Shopping
✓	Medical	✓	Social / Recreation (Please Describe)

Trips to the Concerts in the Park series located within the City limits and the El Dorado High School Performing Arts Center also within the City limits, Farmer's Market, movie theaters, museums, restaurants, beaches, parks, amusements parks, cultural and community events, fairs, shopping centers, malls, and grocery stores located within the County of Orange.

4. SMP Guidelines restricts trips outside of Orange County to medical trips within approximately 10 miles of the Orange County border. Do you intend to provide medical trips outside of Orange County?

   NO

   If yes, please list the trip purpose and destinations: *(e.g., medical trips to the VA Hospital in Long Beach)*

5. Fare structure:
   The City does not collect fees for transportation from the participants.

6. Number of vehicles:
   1

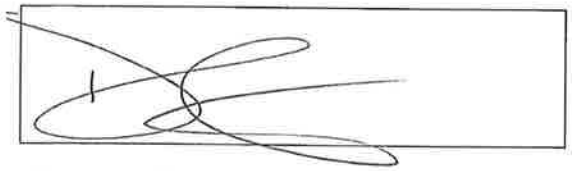
7. Projected annual ridership:
   3200

8. Source(s) of 20 percent match funding:
   The twenty percent (20%) match funding will be budgeted in Air Quality Management District funds (AQMD).

Program Requirements:

1. Jurisdiction/Agency shall follow competitive procurement practices in selection of vendors for all services which it does not provide using its own work force. Any Request for Proposals (RFP) for services shall specify the use of vehicles meeting Americans with Disabilities Act (ADA) accessibility standards.
2. Jurisdiction/Agency will perform, or ensure that a contracted vendor performs, maintenance of all vehicles used in the Senior Mobility program, including, at a minimum:
    a) Daily Pre-Trip Inspections that meet or exceed the guidelines provided in the attached Pre-Trip Inspection Checklist (Attachment 2)
    b) Scheduled preventative maintenance that meets or exceeds the guidelines provided in the attached PM Checklist, including the maintenance of all accessibility features of the vehicles.
    c) Maintain maintenance records for each vehicle for five (5) years and, if required, cooperate fully in annual motor coach carrier terminal inspections conducted by the California Highway Patrol.
3. Jurisdiction/Agency will ensure that its operators, or its contracted vendor's operators, are properly licensed and trained to proficiency to perform duties safely, and in a manner which treats its riders with respect and dignity. Disability awareness and passenger assistance will be included in this training.
4. Jurisdiction/Agency will establish and implement an alcohol and drug program that complies with 41 U.S.C. sections 701-707, (the Drug Free Workplace Act of 1988), and will produce any documentation necessary to establish its compliance with sections 701-707.
5. Jurisdiction/Agency will submit a monthly report to OCTA's Community Transportation Services Department as illustrated in Attachment 3.
6. Jurisdiction/Agency will participate in OCTA marketing and outreach efforts to encourage use of fixed route transit service by older adults.
7. Jurisdiction/Agency will note OCTA sponsorship in any promotional material for service funded under this agreement and will display an OCTA Senior Mobility Program logo on vehicles used in this program (excluding taxis).
8. Jurisdiction/Agency will ensure that it maintains adequate oversight and control over all aspects of services that are provided by a contracted vendor.

IN WITNESS WHEREOF, has formally adopted the Senior Mobility Program Scope of Work as written above.

AGENCY REPRESENTATIVE	OCTA REPRESENTATIVE
	
Name: Damien R. Arrula	Name:
Title: City Administrator	Title: CTS Department Manager

COOPERATIVE AGREEMENT NO. C-X-XXXX

BETWEEN

ORANGE COUNTY TRANSPORTATION AUTHORITY

AND

THE CITY OF Click or tap here to enter text.

FOR

SENIOR MOBILITY PROGRAM

THIS COOPERATIVE AGREEMENT ("Agreement"), is effective this _____ day of _____, 20___ ("Effective Date"), by and between the Orange County Transportation Authority, 550 South Main Street, P.O. Box 14184, Orange, California 92863-1584, a public corporation of the State of California (herein referred to as "AUTHORITY") and the City of Click or tap here to enter text., Click or tap here to enter text. (hereinafter referred to as "CITY") each individually known as "PARTY" and collectively known as "PARTIES".

RECITALS:

WHEREAS, CITY is desirous of obtaining transportation services for seniors of CITY; and

WHEREAS, AUTHORITY and CITY agree to enter into the Senior Mobility Program (SMP) concerning senior transportation services; and

WHEREAS, this Agreement defines the roles and responsibilities of AUTHORITY and CITY in executing an SMP for senior transportation; and

WHEREAS, AUTHORITY and CITY agree to comply with all relevant elements of Orange County Local Transportation Authority Ordinance No. 3; and

WHEREAS, AUTHORITY and CITY agree to comply with all elements of the SMP Project U Funding and Policy Guidelines (SMP Guidelines); and

WHEREAS, AUTHORITY's Board of Directors approved this Agreement on _____ _____, 2021;

NOW, THEREFORE, it is mutually understood and agreed by AUTHORITY and CITY as follows:

ARTICLE 1. COMPLETE AGREEMENT

A. This Agreement, including any attachments incorporated herein and made applicable by reference, constitutes the complete and exclusive statement of the term(s) and condition(s) of this Agreement between AUTHORITY and CITY and it supersedes all prior representations, understandings, and communications. The invalidity in whole or in part of any term or condition of this Agreement shall not affect the validity of other term(s) or condition(s) of this Agreement. The above referenced Recitals are true and correct and are incorporated by reference herein.

B. AUTHORITY's failure to insist on any instance(s) upon CITY's performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or relinquishment of AUTHORITY's right to such performance or to future performance of such term(s) or condition(s), and CITY's obligation in respect thereto shall continue in full force and effect. Changes to any portion of this Agreement shall not be binding upon AUTHORITY except when specifically confirmed in writing by an authorized representative of AUTHORITY by way of a written amendment to this Agreement and issued in accordance with the provisions of this Agreement.

C. CITY's failure to insist on any instance(s) of AUTHORITY's performance of any term(s) or condition(s) of this Agreement shall not be construed as a waiver or relinquishment of CITY's right to such performance or to future performance of such term(s) or condition(s), and AUTHORITY's obligation in respect thereto shall continue in full force and effect. Changes to any portion of this Agreement shall not be binding upon CITY except when specifically confirmed in writing by an authorized representative of CITY by way of a written amendment to this Agreement and issued in accordance with the provisions of this Agreement.

ARTICLE 2. RESPONSIBILITIES OF AUTHORITY

A. AUTHORITY agrees to provide funds per the SMP Guidelines:

1. Services provided under the SMP are available to individuals sixty (60) years of age and older.

2. Funds for the program are identified as one percent (1%) of Renewed Measure M (M2), also called OC GO, net sales tax revenue (Net Revenue) and will be allocated to all local jurisdictions based upon the participating entity's respective percentage of the senior population of the entire County.

3. Senior population will be determined by using the most current official decennial Census information provided by the U.S. Census Bureau.

4. All active participants will receive their portion of funding on a bi-monthly basis.

B. AUTHORITY agrees that Net Revenues allocated shall be expended within three (3) years of receipt. AUTHORITY may grant an extension to the three (3)-year limit, but extensions shall not be granted beyond a total of five (5) years from the date of the initial funding allocation.

C. In the event the time limits for use of Net Revenues are not satisfied, then any retained Net Revenues that were allocated to an Eligible Jurisdiction and interest earned thereon shall be returned to AUTHORITY and these Net Revenues and interest earned thereon shall be available for allocation to any project within the same source program at the discretion of AUTHORITY.

D. AUTHORITY may provide, at AUTHORITY's sole discretion, a refurbished surplus paratransit vehicle, at no cost to CITY and no further responsibility to AUTHORITY after vehicle donation. CITY may purchase additional vehicle(s) in excess of their vehicle allocation at a cost of Five Thousand Dollars ($5,000) per vehicle, subject to vehicle availability.

ARTICLE 3. RESPONSIBILITIES OF CITY

A. CITY must satisfy all M2 eligibility criteria, as specified in the Orange County Local Transportation Authority Ordinance No. 3, Attachment B, Section III, in order to receive their formula allocation for the SMP.

B. CITY agrees that all funds received from AUTHORITY as specified in Article 2A above will be used exclusively for providing accessible senior transportation services as specified in Exhibit A, entitled "Senior Mobility Program Agency Service Plan."

/

C. CITY agrees to comply with all elements of the SMP Guidelines as specified in Exhibit A, Attachment 1.

D. CITY agrees that Net Revenues allocated shall be expended within three (3) years of receipt. AUTHORITY may grant an extension to the three (3)-year limit, but extensions shall not be granted beyond a total of five (5) years from the date of the initial funding allocation.

E. In the event the time limits for use of Net Revenues are not satisfied, any retained Net Revenues that were allocated to CITY and interest earned thereon shall be returned to AUTHORITY and these Net Revenues and interest earned thereon shall be available for allocation to any project within the same source program at the discretion of AUTHORITY.

F. CITY agrees to match twenty percent (20%) of the total annual program expenditures. Local match may be made up of cash-subsidies, fare revenues, or in-kind contributions.

G. CITY may contract with a third-party service provider to provide senior transportation services provided that:

1. Contractor is selected using a competitive procurement process; and

2. Wheelchair accessible vehicles are available and used when requested.

H. CITY shall procure and maintain insurance coverage during the entire term of this Agreement. Proof of coverage may include commercial insurance, permissible self-insurance or coverage as provided through a joints powers pool, subject to AUTHORITY review and acceptance. CITY shall provide the following insurance coverage:

1. Commercial General Liability, to include Products/Completed Operations, Independent Contractors', Contractual Liability, and Personal Injury Liability with a minimum limit of $1,000,000 per occurrence and $2,000,000 general aggregate;

2. Automobile Liability Insurance to include owned, hired and non-owned autos with a combined single limit of $1,000,000 each accident;

3. Workers' Compensation with limits as required by the State of California including a waiver of subrogation in favor of AUTHORITY, its officers, directors, employees or agents; and

4. Employers' Liability with minimum limits of $1,000,000 per accident, $1,000,000 policy limit-disease, and $1,000,000 policy limit employee-disease.

I. Proof of such coverage, in the form of an insurance company issued policy endorsement and a broker-issued insurance certificate, must be received by AUTHORITY prior to commencement of any work. Proof of insurance coverage must be received by AUTHORITY within ten (10) calendar days from the effective date of this Agreement with AUTHORITY, its officers, directors, employees and agents designated as additional insured on the general and automobile liability. Such insurance shall be primary and non-contributive to any insurance or self-insurance maintained by AUTHORITY. CITY shall also include in each subcontract the stipulation that subcontractor shall maintain coverage in the amounts required as provided in this Agreement. Subcontractors will be required to include AUTHORITY and other project stakeholders as (an) additional insured(s) on the commercial general liability, auto, and excess liability policies.

J. CITY shall include on the face of the Certificate of Insurance the Cooperative Agreement Number C-X-XXXX; and, the Associate Contract Administrator's Name, Luis Martinez.

M. In the event CITY obtains a retired AUTHORITY vehicle for SMP services, CITY agrees to transfer vehicle title and registration within fourteen (14) calendar days from taking possession of the vehicle. CITY also agrees to provide documentation to AUTHORITY confirming transfer of vehicle title and registration from AUTHORITY to CITY within thirty (30) calendar days from taking possession of the vehicle.

ARTICLE 4. TERM OF AGREEMENT

A. This Agreement shall commence July 1, 2021 and shall continue in full force and effect through June 30, 2026 (Initial Term), unless earlier terminated or extended as provided in this Agreement.

B. AUTHORITY, at its sole discretion, may elect to extend the term of this Agreement up to an additional five (5) years, commencing July 1, 2026, and continuing through June 30, 2031 (Option Term), and thereupon require CITY to continue to provide services, and otherwise perform, in accordance with Exhibit A.

C. AUTHORITY's election to extend the Agreement beyond the Initial Term shall not diminish its right to terminate the Agreement for AUTHORITY's convenience or CITY's default as provided elsewhere in this Agreement. The "maximum term" of this Agreement shall be the period extending from commencement through June 30, 2031, which period encompasses the Initial Term and Option Term.

ARTICLE 5. NOTICES

All notices pertaining to this Agreement and any communications from the PARTIES may be made by delivery of said notices in person or by depositing said notices in the U.S. Mail, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

To CITY:	**To AUTHORITY:**
City of Click or tap here to enter text.	Orange County Transportation Authority
Click or tap here to enter text. Click or tap here to enter text. Click or tap here to enter text.	550 South Main Street P. O. Box 14184 Orange, CA 92863-1584
Attention: Name: Click or tap here to enter text. Title: Click or tap here to enter text. Tel: Click or tap here to enter text. *Email:* Click or tap here to enter text.	Attention: Luis Martinez Associate Contract Administrator Tel: (714) 560-5767 *E-mail:* lmartinez1@octa.net

ARTICLE 6. FEDERAL, STATE AND LOCAL LAWS

AUTHORITY and CITY agree that in performance of their obligations under this Agreement, they shall comply with all applicable federal, California state and local laws, statutes and ordinances and all lawful orders, rules and regulations promulgated thereunder.

ARTICLE 7. ORDER OF PRECEDENCE

Conflicting provisions hereof, if any, shall prevail in the following descending order of precedence: (1) the provisions of this Agreement, including all exhibits; (2) all other documents, if any, cited herein or incorporated by reference.

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ARTICLE 8. AUDIT AND INSPECTION OF RECORDS

CITY shall provide AUTHORITY, or other agents of AUTHORITY, such access to CITY's accounting books, program records, payroll documents and facilities as AUTHORITY deems necessary. CITY shall maintain such books, records, data and documents in accordance with generally accepted accounting principles and shall clearly identify and make such items readily accessible to such parties during CITY's performance hereunder and for a period of five (5) years from the date of final payment by CITY. AUTHORITY's right to audit books and records directly related to this Agreement shall also extend to all first-tier subcontractors. CITY shall permit any of the foregoing parties to reproduce documents by any means whatsoever or to copy excerpts and transcriptions as reasonably necessary.

ARTICLE 9. TERMINATION

AUTHORITY or CITY may, for its own convenience, terminate this Agreement at any time in whole or in part by giving the other PARTY written notice thereof of not less than thirty (30) days in advance of the specified date of termination.

ARTICLE 10. INDEMNIFICATION

A. CITY shall indemnify, defend and hold harmless AUTHORITY, its officers, directors, employees and agents from and against any and all claims (including attorney's fees and reasonable expenses for litigation or settlement) for any loss or damages, bodily injuries, including death, damage to or loss of use of property caused by the negligent acts, omissions, or willful misconduct by CITY, its officers, directors, employees, agents, subcontractors or suppliers in connection with or arising out of the performance of this Agreement .

B. CITY shall maintain adequate levels of Insurance, or self-insurance to assure full indemnification of AUTHORITY.

C. As a funding source, AUTHORITY shall not be liable for any claims or losses arising from CITY as a result of using the fund.

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ARTICLE 11. ALCOHOL AND DRUG POLICY

A. CITY agrees to establish and implement an alcohol and drug program that complies with 41 U.S.C. sections 701-707, (the Drug Free Workplace Act of 1988), which is attached to this Agreement as Exhibit B. CITY agrees to produce any documentation necessary to establish its compliance with sections 701-707.

B. Failure to comply with this Article may result in nonpayment or termination of this Agreement.

ARTICLE 12. FORCE MAJEURE

Either PARTY shall be excused from performing its obligations under this Agreement during the time and extent that it is prevented from performing by a cause beyond its control, including, but not limited to: any incidence of fire, flood; acts of God; commandeering of material products, plants or facilities by the federal state or local government; national fuel shortage; or a material act of omission by the other PARTY; when satisfactory evidence of such cause is presented to the other PARTY, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the PARTY not performing.

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IN WITNESS WHEREOF, the PARTIES hereto have caused this Agreement No. C-X-XXXX to be executed as of the date of the last signature below.

CITY OF Click or tap here to enter text.

By: _____
Click or tap here to enter text.
Click or tap here to enter text.

ATTEST:

By: _____
Click or tap here to enter text.
Click or tap here to enter text.

APPROVED AS TO FORM

By: _____
Click or tap here to enter text.
Click or tap here to enter text.

ORANGE COUNTY TRANSPORTATION AUTHORITY

By: _____
Darrell E. Johnson
Chief Executive Officer

APPROVED AS TO FORM:

By: _____
James M. Donich
General Counsel

APPROVAL RECOMMENDED:

By: _____
Beth McCormick
Executive Director, Operations

APPROVAL RECOMMENDED:

By: _____
Jennifer L. Bergener
Chief Operating Officer, Operations/
Deputy Chief Executive Officer

Senior Mobility Program
Project U Funding and Policy Guidelines
November 2018

1.0 Overview

The Measure M2 (M2) Project U – Senior Mobility Program (SMP) provides funding to support local, community-based transportation service for seniors. Originally established in 2001 using limited state funding for bus operations, M2 Project U SMP funding was established to continue and expand the existing program. A formula funding allocation was established for all Orange County participating cities and eligible agencies based upon their senior population. One percent (1%) of M2 net revenue is used to fund the program and participating cities and eligible agencies must provide a minimum 20 percent (20%) local match of the total annual program expenditures.

Included in the SMP are eligible non-profits. These agencies are funded locally and must also comply with the Guidelines.

2.0 Objectives

- To provide for local, community-based senior transportation services.
- To allow participating cities and eligible agencies to develop and implement senior transportation services to serve their community.
- To provide transit options for seniors which complement rather than duplicate the Orange County Transportation Authority's (OCTA) fixed route and ACCESS paratransit service.

3.0 Eligibility Requirements

Participation in the SMP is contingent upon maintaining M2 eligibility. Participating cities and eligible agencies must be eligible to receive M2 funding, established on an annual basis as specified in the M2 Ordinance Requirements for Eligible Jurisdictions, to receive the formula allocation for this program.[1] Adherence to strict funding guidelines is required.

Participating cities and eligible agencies are required to submit a Service Plan as described in Section 7.0 and must enter into a cooperative funding agreement with OCTA that defines the conditions of use of SMP funds prior to receiving their SMP funding allocation.

[1] Orange County Transportation Authority Ordinance No. 3, Attachment B, Section III

4.0 Funding Allocation Method & Distribution

Funding for the program is identified as one percent of M2 net sales tax revenue and will be allocated to eligible participating cities and eligible agencies based upon the participating cities and eligible agencies' percentage of the senior population of the county. Senior population is determined by using the most current official decennial Census information provided by the U.S. Census Bureau.

Funding allocations are based on actual sales tax receipts. Funding will be distributed on a bi-monthly basis. SMP funds must be expended within three (3) years of receipt.

OCTA may grant a two (2)-year extension beyond the three (3)-year expenditure limitation; however, an extension may not exceed five (5) years from the date of the initial funding allocation. Participating cities and eligible agencies requesting an extension beyond the three (3)-year limitation must submit a justification letter for review and approval by OCTA at least ninety (90) days prior to the end of the third fiscal year.

In the event the time limits for use of SMP funds are not satisfied, any retained SMP funds that were allocated to an eligible participating city and eligible agency, including interest, shall be returned to OCTA.

5.0 Match Requirements

Participating cities and eligible agencies must provide a minimum 20 percent (20%) local match of the total annual program expenditures. Match funding may be made up of cash subsidies, fare revenues, donations, or in-kind contributions such as salaries and benefits for the participating cities and eligible agencies' employees who perform work on the program. Participating cities and eligible agencies may also be required to submit supporting documentation to substantiate local match expenditures. Participating cities and eligible agencies are not required to contribute the minimum match requirement on a monthly basis; however, the minimum 20 percent (20%) match requirement must be met by the end of each fiscal year, defined as June 30.

Participating cities and eligible agencies not satisfying the annual 20 percent (20%) match shall be subject to withholding of funds from future bi-monthly allocations equal to the difference between the amount of Measure M funds actually spent and the amount of Measure M funds actually matched.

Example:

Total Program Expenditures	$100,000
Total M2 Funding Allocation	$ 80,000
20% Required Match	$ 20,000
Actual Reported Match	$ 15,000

Withholding Calculation:

Total M2 Funds Spent	$ 80,000
M2 Funding Eligibility Based on Actual Reported Match	- $ 60,000
Withholding from Future Allocation(s)	$ 20,000

6.0 Service Guidelines

Services provided under the SMP are available to individuals sixty (60) years of age and older. Participating cities and eligible agencies have discretion in the types of trips provided within Orange County, such as trips to/from senior centers, medical appointments, shopping, personal care, and social/recreational activities. Participating cities and eligible agencies should use discretion when providing trips for social/recreational activities when developing their Service Plan to ensure prudent and appropriate use of taxpayer funds. SMP trips outside Orange County are restricted to medical trips only within approximately ten (10) miles of the Orange County border.

Participating cities and eligible agencies also have discretion in how the service is operated. Senior transportation services may be operated using employees, volunteers, or the jurisdiction may contract with a third-party service contractor. Contractors must be selected using a competitive procurement process and the participating city and eligible agency must ensure the contractor is in compliance with program guidelines and provisions included in the cooperative funding agreement.

Participating cities and eligible agencies whose program offers subsidized taxi service for seniors must ensure trips provided with SMP funding are consistent with the trip types as specified in these guidelines.

Wheelchair accessible vehicles must be available for SMP service.

Participating cities and eligible agencies will perform, or ensure that a contractor performs, maintenance of all vehicles used in the Senior Mobility Program. Participating cities and eligible agencies will ensure that its operators, or its contracted operators, are properly licensed and trained to proficiency to perform duties safely, and in a manner which treats its riders with respect and dignity.

Participating cities and eligible agencies may receive one retired OCTA ACCESS paratransit vehicle per year, free of charge, to support their senior transportation programs subject to availability. Any retired ACCESS vehicles in excess of one (1) per year may be purchased for a cost equivalent to the refurbishment cost incurred by OCTA.

7.0 Service Plan Adoption

Participating cities and eligible agencies shall submit to OCTA a SMP Service Plan which defines program services (Exhibit A). The Service Plan must be submitted using a template provided by OCTA and must be adopted by the participating cities and eligible agencies' governing body and approved by the OCTA Board of Directors. Any revision to the adopted SMP Service Plan must be submitted to OCTA in advance for review and approval. Revisions to the trips listed on the Service Plan will require an amendment to the cooperative funding agreement prior to implementing a change in program services.

8.0 Insurance

Participating cities and eligible agencies shall procure and maintain insurance coverage as specified in their SMP cooperative agreements with OCTA.

9.0 Drug and Alcohol Testing

Participating cities and eligible agencies shall establish and implement an alcohol and drug testing program that complies with 41 U.S.C. sections 701-707, (the Drug Free Workplace Act of 1988), and will produce any documentation necessary to establish its compliance with sections 701-707.

10.0 Marketing and Outreach

Participating cities and eligible agencies shall participate as appropriate in OCTA marketing and outreach efforts to encourage the use of fixed route transit service by older adults.

11.0 Recognition of OCTA Sponsorship

Participating cities and eligible agencies shall note OCTA sponsorship in any promotional material for senior mobility services funded by OCTA and shall display an OCTA-provided OC Go Senior Mobility Program decal on vehicles used in this Program, excluding taxis.

12.0 Vehicle Maintenance

Participating cities and eligible agencies shall perform or ensure that a contracted vendor performs maintenance of all vehicles used in the Program, including:

Daily pre-trip inspections and completion of checklists identifying each vehicle component and system inspected.

Scheduled preventive maintenance that meets or exceeds the vehicle manufacturer's standards.

Maintaining maintenance records for each vehicle for five (5) years.

If required, cooperation in annual motor coach carrier terminal inspections conducted by the California Highway Patrol.

13.0 Eligible Expenses

Participating cities and eligible agencies shall ensure M2 funds are used for eligible direct program-related expenses which may include contract service providers, staff time, vehicle maintenance, fuel, insurance, vehicle acquisition, program supplies and materials, marketing materials, and community outreach. Participating cities and eligible agencies shall ensure all costs are program-related and are fair and reasonable. Administrative costs up to 10 percent (10%) are allowed and considered eligible program expenses. All program expenses are subject to audit.

No M2 funding shall be used by a participating city and eligible agency for other than transportation purposes authorized in the M2 Ordinance.

14.0 Program Revenue

Participating cities and eligible agencies must maintain adequate controls for collecting and reporting program revenue, including donations, fees, and cash fares. Program revenue must be used to support the transportation service and may be used as part of the participating cities and eligible agencies' 20 percent (20%) local match requirement.

15.0 Reporting

Participating cities and eligible agencies are required to submit reports using templates provided by OCTA. Required reporting data will include, but not be limited to, the following:

A. Operational Reports
- Number of Trips by Category
- Vehicle Service Hours
- Vehicle Service Miles

Operational reports are due thirty (30) days after the end of the service month.

B. Financial Reports
- Program Cost Detail by Expense Category and % of Total Operating Cost
- Fares, Fees and Other Operating Revenue
- Participating City and Eligible Agency Total Contribution & Source
- Participating City and Eligible Agency Share as % of Total Operating Cost
- Cumulative Participating City and Eligible Agency Share to Date
- OCTA Contribution
- OCTA Contribution as % of Total Operating Cost

- Cumulative Contribution Received from OCTA
- Total Monthly Program Operating Cost
- Cumulative Total Program Operating Cost

Financial reports are due sixty (60) days after the end of the quarter. Reports must be certified by the participating city and eligible agency's Finance Director or Finance Director's financial designee.

Participating cities and eligible agencies shall be required to maintain supporting documentation to substantiate reporting data. Supporting documentation may include, but is not limited to, actual receipts, contractor invoices, trip sheets, payroll, timesheets, fuel logs, and maintenance records/receipts.

C. Annual Questionnaire and Document Request (AQDR)

Participating cities and eligible agencies shall certify their compliance with these Guidelines annually by having their City Manager or City Manager's department director designee sign a completed version of a questionnaire sent out by OCTA. Jurisdictions shall also submit all compliance-related documents requested by OCTA. Completed AQDRs must be submitted to OCTA within ninety (90) days of the end of the fiscal year reported upon.

Failure to meet the established reporting deadlines for any of these reports may result in future withholding of funding and/or other sanctions to be determined.

16.0 Audits & Inspection of Records

M2 funding is subject to audit. Participating cities and eligible agencies shall maintain program documentation and records for a period of no less than five years. Program documents and records, including but not limited to payroll, trip sheets, invoices, vehicle maintenance, fuel, and other program-related expenses, shall be available for review by OCTA SMP administrators, auditors, and authorized agents upon request. Participating cities and eligible agencies must follow established accounting requirements and applicable laws regarding the use of public funds. Failure to submit to an audit in a timely manner may result in withholding or loss of future funding. Failure to comply with the approved Service Plan will require remediation which may include repayment, reduction in overall allocation, and/or other sanctions to be determined by the OCTA Board of Directors.

Audits shall be conducted by the OCTA Internal Audit Department, or other authorized agent, as determined by OCTA.

OCTA's failure to insist in any one or more instances of a participating city and eligible agency's performance of the provisions set forth in these guidelines shall not be construed as a waiver or relinquishment of the participating city and eligible agency's obligation to comply with these guidelines.

Moreover, only the OCTA Board of Directors shall have the authority to alter and/or waive any requirements/obligations set forth in these guidelines.

Orange County Transportation Authority

ACCESS PREOPERATION INSPECTION DEFECT REPORT

Bus/Van No. _____ Date: _____

Federal Regulations state that no motor vehicle carrying passengers for hire shall be driven unless the driver has determined that the following parts and accessories are in good working order. Each driver is required to submit a signed written report daily for each coach driven.

1st Driver: _____

Miles Finish: _____ Miles Start: _____ Miles Elapsed: _____

No Defects: ☐ Defects: ☐ Signature: _____

2nd Driver: _____

Miles Finish: _____ Miles Start: _____ Miles Elapsed: _____

No Defects: ☐ Defects: ☐ Signature: _____

3rd Driver: _____

Miles Finish: _____ Miles Start: _____ Miles Elapsed: _____

No Defects: ☐ Defects: ☐ Signature: _____

PREOPERATIONS INSPECTIONS

Indicate with an (x) that each item has been checked:

AM/PM		AM/PM	
_/_	Tires/Lug Nuts (wheels & rims)	_/_	Emergency Reflectors
_/_	Motor-Guard	_/_	Turn Signal Switch/Horn
_/_	Air System	_/_	First Aid Kit
_/_	Lights/Reflectors	_/_	Radio
_/_	Wheelchair Lifts	_/_	Driver's Seat/Belt
_/_	Wheelchair Lift Cover	_/_	Door Interlock
_/_	Mirrors	_/_	W/C Tie Down Straps
_/_	Windshield Wipers/Washers	_/_	Manual Lift Bar
_/_	Fire Extinguisher	_/_	Conduct Walk Around
_/_	Steering Mechanism	_/_	Parking/Brakes/Service Brakes

DEFECTS: Indicate with an (x) defective items only: ***(Explain In Detail)***

BRAKES
- _ Brake Fluid Leaks
- _ Soft/Hard
- _ Pull to L/R
- _ Dragging
- _ Smoking
- _ Emergency Brake
- _ Other - explain

TIRES/WHEELS
- _ Flat
- _ Embedded Object
- _ Cut
- _ Smooth/Cord
- _ LF RF RRI RRO LRI LRO
- _ Loose Missing Lugs
- _ Other - explain

LIGHTS
- _ Interior
- _ Exterior
- _ Location: _____

VEHICLE CLEANLINESS
- _ Interior
- _ Exterior
- _ Floor
- _ Windows
- _ Seat Condition

Explain: _____

RETARDER
- _ Light On: *Brakes Not Applied*
- _ Light On: *Brakes Applied, Bus Stopped*
- _ Light Not On: *Brakes Applied, Bus Moving*

A/C & HEATING
- _ Off
- _ Too Cold/Hot
- _ Defroster Defect
- _ Ventilation (Blowers)
- _ Fumes
- _ Other- explain

ENTRANCE/EXIT DOORS/ WINDOWS
- _ Slow
- _ Inoperative
- _ Leaks Air
- _ Excessive Play
- _ Other - explain
- _ Emergency Releases

WHEELCHAIR LIFT
- _ Will Not Fold Out
- _ Will Not Lower/Raise
- _ No Restraint Down/Up
- _ Lift Will Not Fold Into Bus

ENGINE
- _ Hot Engine/Water Leaks
- _ Low Oil/Oil Leaks
- _ Starts Hard
- _ No Power/Eng. Ck. Light
- _ Smokes
- _ Idles Rough/Vibration
- _ Exhaust, Vacuum Leaks
- _ Fuel Leaks/LPG/Gas
- _ Other - explain

TRANSMISSION
- _ Won't Go Into Gear
- _ Slips/Grinds/Lurches
- _ Excessive Noise
- _ Leaks
- _ Drive Line Vibration
- _ Rear End Noise

STEERING
- _ Hard/Binds
- _ Shimmy
- _ Excessive Play
- _ Other - explain

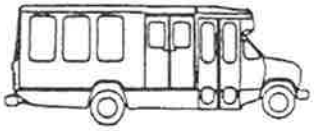
ELECTRICAL EQUIPMENT
- _ Generator/Starter
- _ Turn Signals/Flashers
- _ Horn
- _ Fare Box
- _ Instruments/Gauges
- _ Fuel, Oil, Amp Meter

RADIO _ Seats _ Handrails _ Modesty Panels

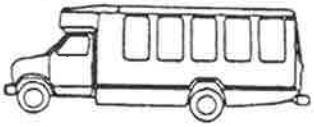
_____

BODY DAMAGE:

Circle and describe any damage to a bus on diagram of front/rear and two side views



Description: _____



Description: _____



Description: _____



Description: _____

OPERATOR(S):

IMPORTANT! Help expedite repairs by providing necessary information regarding defects! Please print

REPAIRS MADE:

ALL ITEMS COMPLETED - BUS SERVICED AND RELEASED:

_____ _____

Supervisor's Signature Date

Senior Mobility Program

Monthly Reporting Form

Agency Information

Service for the - Participating Agency: _____

Month of: July **Year of:** 2021

Agency Contact Name: _____

Contact Number / Email: _____

Operational Data

Trip Category	One-Way Trips		Service Hours		Service Miles	
	Jul 2021	FYTD	Jul 2021	FYTD	Jul 2021	FYTD
Senior Center		-		-		-
Medical		-		-		-
Nutrition		-		-		-
Shopping		-		-		-
Personal Care		-		-		-
Social & Recreational	-	-	-	-	-	-
Amusement Park		-		-		-
Aquarium / Zoo		-		-		-
Beach / Park		-		-		-
Charity-Social Group Event		-		-		-
Community-Cultural Event		-		-		-
Education / Employment		-		-		-
Family-Friends		-		-		-
Funeral / Memorial Service		-		-		-
Government Office / Service		-		-		-
Library / Museum / Historical Site		-		-		-
Movies / Theater / Concert		-		-		-
Religious Institution		-		-		-
Restaurant		-		-		-
Sporting / Fitness		-		-		-
Transit Center / Hub		-		-		-
Total	-	-	-	-	-	-

Declaration and Submission Confirmation

Agency hereby certifies that this report is a complete and correct statement of the program's operating data.

Submitted By: _____

Signature: _____ **Date:** _____

THIS REPORT IS DUE NO LATER THAN 30 DAYS AFTER THE END OF THE SERVICE MONTH

Please send this report by email to **CTSPROGRAMS@OCTA.NET**.

Senior Mobility Program

Monthly Reporting Form

Agency Information

Service for the - Participating Agency:

Month of: July **Year of:** 2021

Agency Contact Name:

Contact Number / Email:

Financial Summaries

Cost Category	Jul 2021 Cost	Jul 2021 % of Total	FYTD Cost	FYTD % of Total
Direct Cost: Contracted Services		0.0%	$ -	0.0%
Direct Cost: In-House Labor		0.0%	$ -	0.0%
Direct Cost: Vehicle Expenses		0.0%	$ -	0.0%
Direct Cost: Marketing / Outreach		0.0%	$ -	0.0%
Subtotal Direct Costs	$ -	-	$ -	-
Indirect Costs? ☐ Yes	$ -	0.0%	$ -	0.0%
Total Expenses	**$ -**	**0.0%**	**$ -**	**0.0%**

Above Total Expenses Paid By...	Jul 2021	% of Total	FYTD	% of Total
OCTA Contribution	$ -	0.0%	$ -	0.0%
Agency Contribution	$ -	0.0%	$ -	0.0%
Total Contributions	**$ -**	**0.0%**	**$ -**	**0.0%**

Above Agency Contribution Sources	Jul 2021	% of Total	FYTD	% of Total
General Fund / In-Kind		0.0%	$ -	0.0%
General Donations		0.0%	$ -	0.0%
Transportation Fees / Rider Fares		0.0%	$ -	0.0%
Title IIIB Funds		0.0%	$ -	0.0%
Other:		0.0%	$ -	0.0%
Other:		0.0%	$ -	0.0%
Other:		0.0%	$ -	0.0%
Total Agency Contributions	**$ -**	**0.0%**	**$ -**	**0.0%**

Declaration and Submission Confirmation

Agency hereby certifies that this report is a complete and correct statement of the program's financial data.

Submitted By: Must be by the Finance Director or Designee

Signature: **Date:**

THIS REPORT IS DUE NO LATER THAN 60 DAYS AFTER THE END OF THE SERVICE QUARTER

Please send this report by email to **CTSPROGRAMS@OCTA.NET**.

National Drug-Free Workplace Alliance

DRUG-FREE WORKPLACE ACT OF 1988

THE FEDERAL LAW

This law, enacted November 1988, with subsequent modification in 1994 by the Federal Acquisition Streamlining Act, *(raising the contractor amount from $25,000 to $100,000)*, requires compliance by all organizations contracting with any U. S. Federal agency in the amount of $100,000 or more that does not involve the acquisition of commercial goods via a procurement contract or purchase order, and is performed in whole in the United States. It also requires that *all* organizations receiving federal grants, regardless of amount granted, maintain a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988. The Law further requires that all *individual* contractors and grant recipients, regardless of dollar amount/value of the contract or grant, comply with the Law.

Certification that this requirement is being met must be done in the following manner:

By publishing a statement informing all covered employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the covered workplace, and what actions will be taken against employees in the event of violations of such statement.

By providing **ALL** covered employees with a copy of the above-described statement, including the information that as a condition of employment on the Federal contract or grant, the employee must abide by the terms and conditions of the policy statement.

For Federal contractors this encompasses employees involved in the performance of the contract. For Federal grantees all employees must come under this requirement as the act includes all "direct charge" employees (those whose services are directly & explicitly paid for by grant funds), and "indirect charge" employees (members of grantee's organization who perform support or overhead functions related to the grant and for which the Federal Government pays its share of expenses under the grant program).

Among "indirect charge" employees, those whose impact or involvement is insignificant to the performance of the grant are exempted from coverage. Any other person, who is on the grantee's payroll and works in any activity under the grant, even if not paid from grant funds, is also considered to be an employee.

Temporary personnel and consultants who are on the grantee's payroll are covered. Similar workers, who are not on the grantee's payroll, but on the payroll of contractors working for the grantee, are not covered even if physical place of employment is in the grantee's workplace.

By establishing a continuing, drug-free awareness program to inform employees of the dangers of drug abuse; the company's drug-free workplace policy; the penalties for drug abuse violations occurring in the workplace; the availability of any drug counseling, rehabilitation, and/or employee assistance plans offered through the employer.

By requiring each employee directly involved in the work of the contract or grant to notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not less than five (5) calendar days after such conviction.

By notifying the Federal agency with which the employer has the contract or grant of any such conviction within ten (10) days after being notified by an employee or any other person with knowledge of a conviction.

By requiring the imposition of sanctions or remedial measures, including termination, for an employee convicted of a drug abuse violation in the workplace. These sanctions may be participation in a drug rehabilitation program if so stated in the company policy.

By continuing to make a "good-faith" effort to comply with all of the requirements as set forth in the Drug-Free Workplace Act.

All employers covered by the law are subject to suspension of payments, termination of the contract or grant, suspension or debarment if the head of the contracting or granting organization determines that the employer has made any type of false certification to the contracting or grant office, has not fulfilled the requirements of the law, or has excessive drug violation convictions in the workplace. Penalties may also be imposed upon those employing a number of individuals convicted of criminal drug offenses as this demonstrates a lack of good faith effort to provide a drug-free workplace. The contract or grant officer may determine the number on a case-by-case basis. Employers who are debarred are ineligible for other Federal contracts or grants for up to five (5) years. Compliance may be audited by the Federal agency administering the contract or grant.

The Drug-free Workplace Act <u>does not</u> require employers to establish an employee assistance program (EAP) or to implement drug testing as a part of the program.

Source: Federal Registers April 11, 1988 & May 25, 1990 & the Federal Acquisition Streamlining Act of 1994 (FASA).

Placentia City Council
AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF COMMUNITY SERVICES

DATE: JULY 6, 2021

SUBJECT: **AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT WITH DAVID VOLZ DESIGN, INC. FOR LANDSCAPE ARCHITECTURE DESIGN SERVICES FOR THE PARQUE DEL ARROYO VERDE RENOVATION, PROJECT NO. 7902**

FISCAL IMPACT: EXPENSE: $32,140 FY 2020-21 CIP PROJECT BUDGET (637902-6185 CARRY FORWARD)

SUMMARY:

In December 2019, the City entered into a Professional Services Agreement with David Volz Design Inc. ("DVD") for design services for the Parque del Arroyo Verde ("Arroyo Verde") renovation project for an amount not to exceed $123,899 and for a term of 12 months expiring on December 31, 2020. Due to unforeseen delays in the project related to the COVID-19 pandemic, it was necessary to extend the contract term. The City Council approved the contract term extension at the December 15, 2020 meeting.

In addition to the unforeseen delays in the project, there were also design rendering changes that were necessary to achieve the desired outcome of a unique play experience such as utilizing themed amenities to match the overall look of the whole park, a bocce ball court, and shade structure. DVD and Staff worked collaboratively on several design options to meet this goal. The Parks, Arts, and Recreation Commission ("PARC") reviewed and approved the design concept plans for the renovation of Arroyo Verde at the June 22, 2021 meeting.

Currently, the City and DVD wish to amend the Professional Services Agreement to include additional funding for the design services of Arroyo Verde. This action would approve funding of $32,140 in additional projects costs for the remainder of the contract term for the design services for Arroyo Verde. The contract term will remain unchanged.

RECOMMENDATION:

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

1. Approve Amendment No. 2 to Professional Services Agreement with David Volz Design, Inc. to add $32,140 in additional project costs; and

2. Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

DISCUSSION:

The City Council budgeted a combination of Measure U Funds as well as park and recreation development impact fees and developer fees to renovate Arroyo Verde in the Fiscal Year 2019-20 Capital Improvement Program. Due to the COVID-19 pandemic, the project extended into multiple Fiscal Years and funding was carried over to provide ample time for the completion of the project scope. The general scope of work proposed for this project includes replacement of existing playground equipment, expanded playground space, shade canopies and new park furnishings, new park security lighting, turf, landscaping and irrigation improvements, ADA compliance for ingress/egress, and removal and replacement of damaged sidewalk panels.

In December 2019, the City entered into a Professional Services Agreement with DVD for design services for the Arroyo Verde renovation project for a not-to-exceed amount of $123,899 and for a term of 12 months expiring on December 31, 2020. Due to unforeseen delays in the project related to the COVID-19 pandemic, it was necessary to extend the contract term. The City Council approved the contract term extension at the December 15, 2020, meeting.

In addition to the unforeseen delays in the project, there were also design rendering changes that were necessary to achieve the desired outcome of a unique play experience such as utilizing themed amenities to match the overall look of the whole park, a bocce ball court, and shade structure. DVD and Staff worked collaboratively on several design options to meet this goal. PARC reviewed and approved the design concept plans for the renovation of Arroyo Verde at the June 22, 2021 meeting.

Currently, the City and DVD wish to amend the original contract to add $32,140 in funding for the additional design work that was necessary to achieve the desired themed playground and park amenities. Several design options were presented to Staff and the project AdHoc Committee, until the design elements were finalized and complimentary park amenities were selected. The "natural adventure" design of the park will offer a unique play experience and will be unlike any other park in the City, thereby making this a "destination" location.

The new design concept plan expands the originally proposed improvements and now includes several play lots, a new walkway layout, picnic pavilion, bocce ball courts and many other enhancements. The proposed improvements are an expansion of the scope of services requested at the inception of the project in 2019. The expansion of the design concept has several components that are now conceptualized to be larger and more complex. For example, the three-play space layout expanded the park core design and added additional park amenities. The additional funding will address the added final design services for the current May 2021 concept plan and will be an addition to the current contract amount.

The recommended action will approve an amendment to the professional services agreement with DVD to add $32,140 in funding for the additional design work provided by DVD for the

expanded design of Arroyo Verde. The additional funding will allow for the completion of the conceptual design plans to be finalized.

FISCAL IMPACT:

The amendment with DVD will add $32,140 in additional funding to the original contract for the additional design services for Paque del Arroyo Verde. The additional funding is budgeted in the current Fiscal Year Capital Improvement Project ("CIP") fund and will be carried over into the upcoming Fiscal Year CIP program if necessary. All other terms of the agreement remain the same.

Prepared by:

Veronica Ortiz
Community Services Supervisor

Reviewed and approved by:

Karen Crocker
Director of Community Services

Reviewed and approved by:

FOR

Jessica Brown
Director of Finance

Reviewed and approved by:

Damien R. Arrula
City Administrator

Attachments:

1. Professional Services Agreement with David Volz Design Inc.
2. Amendment No. 2 to Professional Services Agreement with David Volz Design Inc.
3. David Volz Design Inc. Updated Scope and Fee for Design Services for Parque del Arroyo Verde.

CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH
DAVID VOLZ DESIGN LANDSCAPE ARCHITECTS, INC

THIS AGREEMENT is made and entered into this 3rd day of December, 2019 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and David Volz Design Landscape Architects, 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 landscape architecture services for park and playround renovations, 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 One Hundred Twenty-Three Thousand Eight Hundred and Ninety-Nine Dollars ($123,899.00). The City Administrator is authorized to approve change orders up to 10% of the contract, or not-to-exceed $12,389.

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 December 31, 2020, 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 from #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 that 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 polices 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:	IF TO CITY:
David Volz Design 151 Kalmus Drive Costa Mesa, CA 92626 Tel: 714-641-1300	City of Placentia 401 E. Chapman Placentia, CA 92870 Tel: 714-993-8148
Attn: David Volz	Attn: Damien R. Arrula

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

_____ Date: 12/9/19
Damien R. Arrula, City Administrator

ATTEST:

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

CONSULTANT

_____ Date: 11/21/2019
Signature

David Volz, President
Name and Title

33-0835124
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

_____ Date: _____
Christian L. Bettenhausen, City Attorney

APPROVED AS TO INSURANCE:

Rosanna Ramirez, Risk Management — Date: 1-21-2026

APPROVED AS TO CONTENT:

Luis Estevez, Project Manager — Date: 12/3/19

DEPARTMENTAL APPROVAL

Luis Estevez, Director of Public Works — Date: 12/3/19

EXHIBIT A

CONSULTANT'S PROPOSAL AND SCOPE OF WORK

October 10, 2019

PROPOSAL

City of Placentia

To Provide Professional Landscape Architectural Design Services for Parque del Arroyo Verde Renovation Project

Washington Street Park, City of Diamond Bar



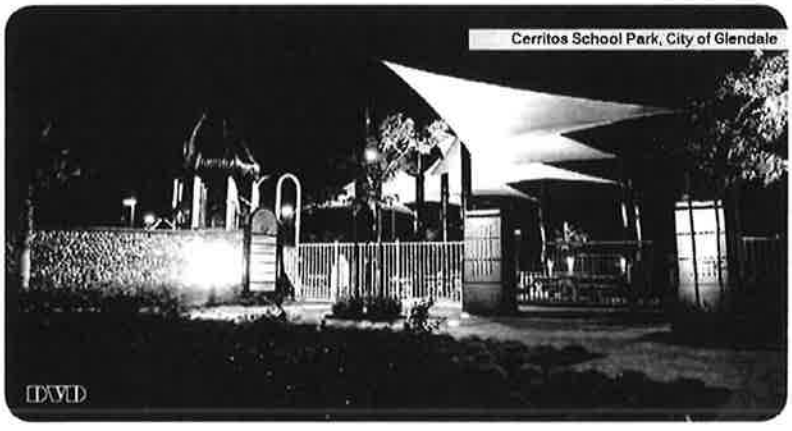
Los Rios Park, City of San Juan Capistrano



Heritage Island Park, City of Cerritos



Cerritos School Park, City of Glendale



ATTACHMENT 1

David Volz Design
Landscape Architects and Park Planners

www.dvolzdesign.com

Corporate Office
151 Kalmus Drive, Suite M8
Costa Mesa, CA 92626
714.641.1300

Coachella Valley Office
78060 Calle Estado
La Quinta, CA 92253
760.580.5165

San Jose Office
111 N. Market Street, Ste 300
San Jose, CA 95113
669.444.0461

October 10, 2019

Luis Estevez
Director of Public Works
City of Placentia
401 East Chapman Avenue
Placentia, CA 92870

RE: PROPOSAL TO PROVIDE LANDSCAPE ARCHITECTURE DESIGN SERVICES FOR PARQUE DEL ARROYO VERDE RENOVATION

Dear Mr. Estevez,

Parque Del Arroyo Verde is in need of a major renovation. Upgrades to the offerings and infrastructure are needed in each of the park's areas. The David Volz Design team has a long resume of outstanding park refurbishment projects. DVD has provided complete makeovers for large parks creating new recreation offerings, providing up to date access opportunities, and updating the viability of park infrastructure. We are currently working on large park refurbishment projects in Yorba Linda, San Dimas, L.A. City and Costa Mesa. DVD just completed several community park renovation projects: a 5-year $5 million update of South Gate's 100-acre community park, and last year Orangewood Park in West Covina was completely rebuilt into a stellar community facility. A ten-million-dollar makeover designed by DVD of Fremont Park, Glendale's oldest park, will be under construction by the end of the year.

DVD is well prepared to work with you and your staff to design a comprehensive refurbishment plan that will provide updated recreational opportunities, sustainable improvements, and maintenance upgrades that will enhance Parque Del Arroyo Verde's value to the community of Placentia. We are adept at developing construction documents that ensure high quality construction with minimal change orders on refurbishment projects.

We have identified in this proposal several recent and ongoing projects for you to review. As you review our expertise and experience, please consider the unique and proven benefits of David Volz Design.





1. EXPERIENCE ON SIMILAR PROJECTS – DVD has been commissioned to lead the design process for hundreds of public park renovation projects. This work has resulted in accolades from community groups and design awards. The public projects we have been working on recently include: refurbishment of four parks in Irvine, the design of two parks in Lawndale, several parks in Anaheim, four parks in Lynwood, Costa Mesa's Jack Hammett park, San Juan Capistrano's Los Rios Park, a renovated park for West Covina and beautiful new pathways, band shelter, lighting, infrastructure and gardens for the South Gate Community Park. Also, the City of Stanton recently opened the award-winning DVD designed 11.5-acre Stanton Central Park. This park was a featured stop on last year's CPRS Park Operations Tour.

2. QUALIFICATIONS OF THE DESIGN TEAM -- I, David Volz, will lead the design input process. My firm has specialized





in the delivery of public projects including dozens of CPRS and APWA Award-winning parks. Mr. Gary Vasquez, DVD's Director of Design, will provide the creative flair that makes DVD's parks special places for play and recreation. Together, we will lead a team of landscape architects who are dedicated to public landscape design and who have extensive park planning experience.

3. REFERENCES – We have included ten specific client references; city officials who have direct experience with the DVD team on similar projects. Also, in the appendix section, we have included letters and quotes of recommendations from recent public agency clients who have high praises for our firm.

4. RESPONSE TO THE PROJECT CHALLENGES – The design expertise required for the planning renovation design at Parque Del Arroyo Verde is matched by DVD's offerings in this proposal. Our team has carefully reviewed the park site, identified development opportunities and provided, in this proposal, a proven strategy for developing an inspired program for park revitalization. Park planning is our passion and we will provide outstanding service on this important commission.

David Volz Design has a very creative park planning team who has designed hundreds of community parks and public landscapes. Our desire to be Placentia's design partner for the development of this Renovation Plan will be evidenced in our energy and enthusiasm every step of the way.

My firm and I look forward to working with the Placentia Public Works on this exciting and important park project.

This proposal is valid for 120 days.

Very truly yours,
DAVID VOLZ DESIGN

David J. Volz, L.A. # 2375
LEED Accredited Professional, QSD/QSP

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DAVID VOLZ DESIGN FIRM PROFILE

David Volz Design
Landscape Architects and Park Planners

PLANS, DESIGNS + MANAGES THESE PROJECT TYPES:

Demonstration gardens, mitigation + restoration landscapes
Nature parks, interpretive gardens + wilderness camps
Streetscape development + redevelopment
Community, neighborhood + mini-parks
Facility master plans + feasibility studies
School fields + campus planning
Irrigation renovation + redesign
Design guidelines + standards
Sports parks + stadiums
Grant applications

LEED Accredited

"DVD continues to build its reputation on creativity and service in the design of outstanding public spaces. We strive to create the highest quality environments for our clients' communities and neighborhoods. We work with public agencies and the people they serve to develop innovative landscapes of outstanding beauty."

David Volz, President
RLA, LEED AP, QSD/QSP

DAVID VOLZ DESIGN
LANDSCAPE ARCHITECTS, INC.
www.dvolzdesign.com | Founded in 1997 | SBE

Corporate Office:
151 Kalmus Drive, Suite M8
Costa Mesa, CA 92626
Phone: 714-641-1300
Fax: 714-641-1323
Email: dvd@dvolzdesign.com
Hours of Operation: 8:30am - 5:30pm

La Quinta Office:
78060 Calle Estado
La Quinta, CA 92253
Phone: 760-580-5165

San Jose Office:
111 N. Market Street, Suite 300
San Jose, CA 95113
Phone: 669-444-0461

Contact Person:
David Volz, President
151 Kalmus Drive, Suite M8, Costa Mesa, CA 92626
714-641-1300
dvolz@dvolzdesign.com

S-Corporation - California | 20 years in business | 10 employees
David Volz RLA#2375 | Gary Vasquez RLA #3883
DVD has never filed for bankruptcy | Wholly-owned Business

David Volz Design (DVD) is committed to the creative design of outstanding public spaces. We develop landscapes, parks, sports fields and streetscapes to meet the specific needs of their communities. DVD designs special environments for those who seek recreation in a beautiful setting: wonderful natural environments for those who are simply looking for respite, and for those who pursue recreation and competitive athletic endeavors on the playing field. Our firm capitalizes on what the site and nature has to offer. For all of our commissions, we work to enhance the site's use, working within environmentally sound parameters while taking full advantage of the site and its surroundings to best service the community's needs.

Ever mindful of our role as stewards of the land, DVD's design philosophy includes careful consideration for realistic maintenance requirements and construction cost parameters. Our company understands the importance of protecting the environment, protecting our resources and the health of future generations. DVD is proud to be a LEED Accredited and a Qualified Stormwater Designer QSD company. We understand the commitment we have to the public to deliver quality projects that offer a high return for the public funds invested; projects that can be maintained and deliver a lifetime of service to the communities they are built for.

Our philosophy also embraces any opportunity to interact with the public to create environments that meet their needs. DVD's proven outreach approach has often been the catalyst for our most successful projects. Our proven approach and input we receive provides the inspiration that leads to creative and innovative solutions.

Parks and greenspaces designed by our firm have received awards and accolades from community groups, civic organizations, the American Public Works Association, the California Parks and Recreation Society and the National Recreation and Park's Society. In fact, last year two of our park projects won Award of Excellence honors from CPRS — the highest award given in their categories.

Join us on Facebook
& Instagram @
DavidVolzDesign

DVD

Designing landscapes that create community ...

ATTACHMENT 1

SUBCONSULTANT FIRM PROFILE

CivilSource

An NV5 Company

9890 Irvine Center Drive
Irvine, CA 92618
Tel: 949.585.0477
www.nv5.com

NV5/CIVILSOURCE, INC. (Civil Engineering) was acquired by NV5 in December 2016 to elevate the infrastructure platform in southern California. CivilSource, established in 2006 and located in Irvine, California, is a civil engineering consulting firm serving municipal, special district, industrial and private sector clients. CivilSource's large public client base includes 23 of 34 cities in Orange County and 22 of 88 Los Angeles counties, geographic regions with very high barriers to entry. The firm specializes in capital improvement projects and in the provision of comprehensive design and program management services on roadway, highway, and streets projects, as well as water and wastewater, flood control, and facilities projects. The staff includes licensed engineers and architects, certified inspectors, geotechnical surveyors and experienced public works professionals.

We offer a large network of professional consultants with expertise in a variety of engineering fields. Our staff and network include licensed engineers and architects, certified inspectors, geotechnical surveyors and experienced public works professionals. Our clients can rest assured that any given problem, regardless of project size or complexity, will be resolved by skilled and professional individuals. Offering a large network of professionals with expertise in a variety of engineering fields, our team includes licensed civil and geotechnical engineers, certified inspectors, surveyors, and experienced public works professionals. Our mission is to provide exceptional client service, in a cost effective and innovative manner, which guarantees quality and responsive service.

DESIGN WEST ENGINEERING

275 Hospitality Lane, Suite 100
San Bernardino, CA 92408
Tel: 909-890-3700
www.designwesteng.com
SBE #47289

DESIGN WEST ENGINEERS, INC (Electrical) is a full-service Mechanical, Electrical, Plumbing and Energy Consulting Firm. We are founded on the philosophies of second-to-none service, environmental sensibility, and commitment to forward-thinking innovation. Established in 2000 and centered on these ideas, we have quickly grown to become one of Southern California's most prominent and the Inland Empire's largest MEP firms. Our office currently maintains 30 employees.

We offer a diversified range of practical experience in municipal, educational, green-building, transportation, medical, commercial, and residential building sectors. Our highly qualified and innovative engineers work in a multi-disciplined environment, each familiar with overall project requirements in addition to their specific area of expertise. We offer you the most up-to-date expertise in the latest technologies to maximize your project's potential.

Together, we approach your project and its difficult challenges using well-designed, efficient, cost effective solutions that are tailored to your environment concerns, longevity, and constructability.

PROJECT TEAM



David Volz Design provides award winning park planning and landscape architectural services to our public entity clients. We provide feasibility studies, concept and master planning as well as comprehensive construction plan development and project review services. We are a resource to the many public agency clients we have the honor to be contracted with.

Our firm is a California corporation, the principals are David Volz, RLA, QSP/D, LEED AP and Gary Vasquez, RLA. Our project professionals include landscape architects with advanced degrees and horticultural backgrounds and qualifications that make delivery of outstanding public projects possible. Landscape Architects and degreed design professionals include Paul Cassar, Yvonne Kan, Luis Pedraza, Dana Bull and Melissa Langer.

Our creative designers have the background and expertise to deliver outstanding landscape architecture services for your city's project. For this work, we have assembled a highly qualified team of landscape architects and specialized design consultants. The team will deliver:

CREATIVITY - We will provide you with unique and innovative solutions which will meet and exceed the expectations of the city. The project designs we put forward will creatively address the sites' development requirements, sustainability, the unique relationship to the nearby neighbors, program priorities, accessibility and recreation balance.

COMMUNICATION - DVD will continually keep you and your staff informed from the start and throughout all the projects' phases. Communication will be consistent and clear with all parties through completion of project.

EXPERIENCE - DVD will provide a design team that has a history of working successfully with cities as an extension of Staff and providing project design and coordination in the development of dozens of award winning projects.

INTEREST IN YOUR PROJECT - DVD is ready to take on your projects and bring them to successful completion. DVD is focused on delivering outstanding public facilities to communities throughout California. Our team is dedicated to the success of your projects!

David Volz Design looks forward to a long relationship with your city. We are committed to delivering high quality services, designs, reports, documents, and support to the city. The DVD key team members are experienced and talented professionals and they will be supported by a team of licensed landscape architects, several very capable designers, sub consultants, and support staff.

DAVID VOLZ RESUME



PRINCIPAL IN CHARGE

DAVID VOLZ, Principal in Charge, has over 30 years of experience in the design of successful public landscapes, streetscapes and parks. He has managed public design projects including the master planning, design, and construction of municipal projects for more than 100 public agencies in California. Mr. Volz has a broad base of experience focused in the development process from inception through master plan development, construction document preparation, contract administration, and on-site inspection.

His extensive knowledge of landscaping materials and vegetation is often called for at commission meetings and in council reports for agencies he has served. He has comprehensive experience in storm water treatments, habitat restoration, walking trails and water conservation.

He has an excellent reputation for facilitating community outreach programs for park design through the public input process. The public workshop process for park design is a concept that he always encourages. The opportunity to get first hand insights from users, neighbors, and the public in general is always beneficial in the design of public projects.

Several of Mr. Volz's most successful park projects have benefited from the ideas and energy that were put forth at public input sessions. Public landscape, streetscape and park project experience is Mr. Volz's design focus. Serving in various capacities from principal-in-charge to designer, he has overseen scores of award-winning projects for cities, school districts and public agencies throughout California.

EDUCATION
BS, Landscape Architecture, 1981
California State Polytechnic University, Pomona

Graduate Studies, Computer Applications for Landscape Architecture, 1981,
California State Polytechnic University, Pomona

REGISTRATION
Landscape Architect, California #2375, 1983
Landscape Architect, Nevada #499, 1996
LEED Certified, 2008
Qualified Stormwater Professional, QSD/QSP, 2015

ROLE:
Principal in charge, worked with the client to determine goals, presented on multiple occasions to the community and council/ commission, and served as quality control of other professionals responsible for delivering concept plans and construction documents.

RECENT PROJECT EXPEREINCE

VERDUGO NORTH PARK MASTER PLAN
Client: City of Glendale
The intent is to provide a safe and fun and all-inclusive play space along with new park buildings, a parking lot and community facilities, and other new improvements at this important and well-used park.
Client Contact: Peter Vierheilig, Project Manager, (818) 937-8263
PVierheilig@glendaleca.gov

TWO POCKET PARKS
Client: City of South Pasadena
The Berkshire and Grevelia lots have been purchased and the neighborhood has given initial ideas for the conversion of these properties to pocket parks. David Volz Design is well prepared to bring to life the exciting park facilities that the neighbors envisioned for their community.
Client Contact: Shelia Pautsch, Community Services Director, (626) 403-7362, spautsch@southpasadenaca.gov

BEACH BOULEVARD MEDIANS
Client: City of Stanton
Beach Boulevard is a main thoroughfare in Stanton running for 3 miles, the entire length of the city. The design team coordinated with Caltrans and city departments for the median landscape improvements, creating a bold statement.
Client Contact: Jim Box, City Manager (714) 379-9222 x277, jbox@ci.stanton.ca.us

WASHINGTON BLVD & I-5 ON RAMP
Client: City of Commerce
The City desires to install aesthetic improvements at the I-5/Washington Boulevard interchange, primarily consisting of landscaping, bridge painting, and a monument sign.
Client Contact: Maryam Babaki, Director Public Works, (323) 722-4805 Ext 2337, mbabaki@ci.commerce.ca.us

GARY VASQUEZ RESUME



SENIOR PROJECT MANAGER / DIRECTOR OF DESIGN

GARY VASQUEZ, Senior Project Manager, provides senior design leadership as a result of 20 years of experience designing multi-faceted projects throughout California. His design abilities have proven to be not only innovative and unique, but award-winning. He will work under the direction of David Volz providing creative design solutions to the challenges and opportunities that arise. Mr. Vasquez has provided high quality project management on many of our firms' most successful and highly acclaimed park projects.

Mr. Vasquez is a key figure in our community outreach program. He successfully integrates the ideas generated through the public input process to create the master plan. This dedication to ensuring the community's input has led to extremely successful projects.

He has extensive experience in the development process from inception through master plan development, construction document preparation, contract administration, and on-site inspection. He ensures adherence to established project budgets, schedules and cost agreements. His expertise in concept development graphic illustration techniques and project planning. His broad knowledge of construction detailing, planting design and irrigation equipment anchor his approach to high quality project delivery.

His recent projects include project management, design, construction drawings and construction oversight and landscape plans for several projects.

EDUCATION
MLA, Landscape Architecture, 1989
California State Polytechnic University, Pomona

BS, Ornamental Horticulture, 1986
California State Polytechnic University, San Luis Obispo

REGISTRATION
Landscape Architect, California, #3883, 1992

ACCOMPLISHMENTS
Design of the Year Award, APA 2010

ROLE:
Director of Design, worked extensively on the development process from inception through master plan development, construction document preparation, contract administration, and on-site inspection. He managed the project to ensure adherence to established project budgets, and schedules.

RECENT PROJECT EXPERIENCE

DIAMOND BAR BOULEVARD / GRAND AVENUE STREETSCAPE
Client: City of Diamond Bar
Cut steel panels, big timber rails, detailed crosswalks and sidewalks, and a foothill landscape design give great character to the main thoroughfare and hearken back to the ranchland history.
Client Contact/Title: Bob Rose, Director of Community Services, (909) 839-7061, brose@diamondbarca.gov

TURF MEDIAN REPLACEMENT
Client: City of Norwalk
This EEMP grant funded project included the removal of turf and replaced with low water use and drought tolerant plantings within medians and side panels.
Client Contact: Christine Roberto, Public Services Manager, (562) 929-5708, croberto@norwalkca.gov

HOLLYDALE COMMUNITY PARK
Client: City of South Gate
This park will be fully refurbished with new open play fields, community center, play spaces, picnic grounds and ball courts to provide a wonderful greenspace and needed recreational opportunities.
Client Contact: Paul Adams, Director of Parks and Recreation, (323) 563-5478, padams@sogate.org

FREMONT PARK
Client: City of Glendale
The park's ambiance and the many gathering spaces within the park will be enhanced by new synthetic turf soccer fields, community center, play spaces, picnic grounds, ball courts, and new lighting.
Client Contact: Shahen Begoumian (818) 548-2000, Sbegoumian@ci.glendale.ca.us

PAUL CASSAR RESUME



PROJECT MANAGER

PAUL CASSAR, Project Manager, has more than 13 years of experience in landscape architecture working on projects for public agencies. His design expertise ranges from recreational parks to streetscapes, school sites, as well as city design guidelines.

A benefit to Mr. Cassar's design ability is his attention to detail and his knowledge of playground design, the latest construction practices and materials, ADA accessibility concerns, and his experience in the installation of hardscape, softscape, and irrigation systems. He brings field investigation, research, and communication experience to each of our projects.

Mr. Cassar has been a key figure at DVD in coordinating design development plans and carrying them through construction drawings. He is known for his ability to collaborate with a variety of clients, architects, engineers and designers and to successfully manage projects from beginning to end.

He ensures adherence to established project schedules and cost agreements, and monitors production for delivery of the highest quality products to clients. He cooperates well with staff, clients, and agencies to create successful products and works closely with contractors during construction. He is typically responsible for plan checking to ensure the successful completion and delivery of projects.

He utilized his expertise in a wide variety of projects including the Los Rios Park in San Juan Capistrano, Balboa Boulevard in Newport Beach and El Cariso Regional Park in the County of Los Angeles. In addition, the Maryland Avenue Park he collaborated on in Glendale won the APWA 2014 Project of the Year Award for Recreation and Athletic Facilities.

EDUCATION
BS, Landscape Architecture, 2005
California State Polytechnic University, Pomona

ROLE:
Project Manager, worked extensively on the development process from inception through master plan development, construction document preparation, contract administration, and on-site inspection. He managed the project to ensure adherence to established project budgets, and schedules.

RECENT PROJECT EXPERIENCE

FREMONT PARK
Client: City of Glendale
The park's ambiance and the many gathering spaces within the park will be enhanced by new synthetic turf soccer fields, community center, play spaces, picnic grounds, ball courts, and new lighting.
Client Contact: Shahen Begoumian
(818) 548-2000,
Sbegoumian@ci.glendale.ca.us

MILES AVENUE TURF REDUCTION
Client: City of La Quinta
The new street median island landscape along Miles Avenue will set a precedent for a new beautiful water thrifty and desert efficient landscape.
Client Contact/Title: Nick Nickerson, Project Manager, NAI Consulting, (760) 323-5344,
nnickerson@naiconsulting.com

STANTON CITY HALL
Client: City of Stanton
DVD was commissioned to update the look of the plaza and City Hall building facade to create a more welcoming area with covered entryways, new pavement and a reconsidered landscape.
Client Contact: Jim Box, City Manager
(714) 379-9222 x277, jbox@ci.stanton.ca.us

VALLEY VIEW MEDIANS
Client: City of Cypress
The lawn and aging irrigation system along this important thoroughfare will be redesigned. David Volz Design will prepare the plans for a bold and exciting streetscape with a water saving plant palette and a low maintenance irrigation system.
Client Contact: Nick Mangkalakiri, Senior Civil Engineer, (714) 754-5291,
nmangkal@cypressca.gov

YVONNE KAN RESUME



PROJECT DESIGNER / CAD TECHINICAN

YVONNE KAN, Project Designer, has worked as part of the David Volz Design team since 2017. She has experience in many aspects of the public landscapes design process including conceptual planning, planting design, irrigation design, and community presentation techniques.

Ms. Kan is extremely knowledgeable in drafting construction documents and understands exactly what information contractors will need. Her abilities include computer graphic skills, writing and composition, and an aptitude for tackling challenging tasks with timely completion of duties. She is typically responsible for plan checking to ensure consistent update of plan details from client requests.

Ms. Kan's years of landscape architectural experience includes design management of public, commercial and housing developments. Not only does she understand and work on the design and construction process but she is excellent at analyzing data from our community input charrette process to help form a common goal of what the community desires.

EDUCATION
BS, Landscape Architecture, 2005
California State Polytechnic University, Pomona

SKILLS
Adobe Creative Suite, Sketch up, AutoCAD, Microsoft Office

YEARS WITH DVD: August 2017 - present

ROLE:

Project Designer, responsible for analyzing data from our community input charrette process to help form a common goal of what the community desires, prepares landscape architectural plans, specifications, and cost estimates on a multitude of projects, plan checking to ensure consistent update of plan details from client requests.

RECENT PROJECT EXPERIENCE

TWO POCKET PARKS
Client: City of South Pasadena
The Berkshire and Grevelia lots have been purchased and the neighborhood has given initial ideas for the conversion of these properties to pocket parks. David Volz Design is well prepared bring to life the exciting park facilities that the neighbors envisioned for their community.
Client Contact: Shelia Pautsch, Community Services Director, (626) 403-7362, spautsch@southpasadenaca.gov

VILLAGE PARK SKATE PARK
Client: City of Paramount
The improvements to the existing park include standard handball elements, ball walls, striping of the courts and an access walkway.
Client Contact: Chris Cash, Public Works Director
(562) 220-2100, ccash@paramountcity.com

VERDUGO NORTH PARK MASTER PLAN
Client: City of Glendale
The intent is to provide a safe and fun and all-inclusive play space along with new park buildings, a parking lot and community facilities, and other new improvements at this important and well-used park.
Client Contact: Peter Vierheilig, Project Manager, (818) 937-8263
PVierheilig@glendaleca.gov

WELWOOD LIBRARY
Client: City of Palm Springs
David Volz Design will create an appealing solution for the library patio space of the Welwood Facility.
Client Contact: Thomas Garcia, City Engineer, (760) 323-8253,
thomas.garcia@palmsprings-ca.gov

LUIS PEDRAZA RESUME



PROJECT DESIGNER / CAD TECHINICAN

LUIS PEDRAZA, Project Designer, has more than 5 years of experience in graphic design, working on projects for agencies and design companies ranging from print advertisement to landscape design.

For his master thesis project Luis worked collaboratively with the Conservation Corp of Long Beach, Rivers and Mountains Conservancy to address park poverty issues in communities in West and North Long Beach. The work included inventory and analysis, extensive community outreach included canvassing and facilitating community workshops and meetings, leading and coordinating a community built project, developing a neighborhood vision plan, and creating conceptual plans for a variety of different projects including a park, plaza and commercial area.

He has expertise in concept development graphic illustration techniques and project planning. He has experience in managing and directing professional staff in a dynamic atmosphere and excellent communication skills. His ability to analyze project objectives and work closely with clients, architects, and engineers provides a solid foundation for reaching the successful completion of projects. He holds excellent communication skills and visual perception which result in projects that convey a vision from both the client and his innovative stylings.

EDUCATION

MLA. Landscape Architecture, California State Polytechnic University, Pomona, 2017

Certificate in Ornamental Horticulture, 2011, Orange Coast College, Costa Mesa, Ca

BA, Graphic Design, 2009, California State University, Fullerton, Ca

ACCOMPLISHMENTS

Student Merit Award ASLA, SoCal Chapter, 2017
"Quality of Life", Merit Award ASLA, SoCal Chapter, 2016
Annual Southern California Spring Garden Show, 2015
Annual Southern California Spring Garden Show, 2014

ROLE:

Project Designer, responsible for analyzing data from our community input charrette process to help form a common goal of what the community desires, prepares landscape architectural plans, specifications, and cost estimates on a multitude of projects, plan checking to ensure consistent update of plan details from client requests.

RECENT PROJECT EXPERIENCE

HARBOR BOULEVARD BIKE TRAIL IMPROVEMENTS
Client: City of Costa Mesa
The landscaping improvements provide a safety buffer and create pleasant conditions for bike riders or pedestrians.
Client Contact/Title: Baltazar Mejia, Senior Engineer, (714) 754-5291, baltazar.mejia@costamesaca.gov

HOLLYDALE COMMUNITY PARK
Client: City of South Gate
This park will be fully refurbished with new open play fields, community center, play spaces, picnic grounds and ball courts to provide a wonderful greenspace and needed recreational opportunities for the neighborhood.
Client Contact: Paul Adams, Director of Parks and Recreation, (323) 563-5478, padams@sogate.org

JACK HAMMETT SOCCER FIELDS
Client: City of Costa Mesa
Improvements including new walkways, parking lot expansion, water facilities and control structures relocation, and a new pedestrian connection will be designed.
Client Contact: Baltazar Mejia, Senior Engineer (714) 754-5291, baltazar.mejia@costamesaca.gov

STANTON CITY HALL
Client: City of Stanton
DVD was commissioned to update the look of the plaza and City Hall building facade to create a more welcoming area with covered entryways, new pavement and a reconsidered landscape.
Client Contact: Jim Box, City Manager (714) 379-9222 x277, jbox@ci.stanton.ca.us

CIVILSOURCE/NV5 RESUME

NV5 RESUME

CONTACT INFO
david.niknafs@nv5.com
949.585.0477

EXPERIENCE
30 years

EDUCATION
M.S. Civil Engineering

B.S. Civil Engineering

LICENSES
Civil Engineer (CA)
No. 42697

AFFILIATIONS
American Public Works Association (APWA)

American Society of Civil Engineers (ASCE)

Transportation & Development Institute

DAVID NIKNAFS, PE

Vice President + Project Manager

Mr. Niknafs has more than 30 years of civil engineering experience in the public and private sectors working on various capital improvement projects and has extensive experience working as a project manager and senior engineer. He has managed numerous public works and development projects including parks, roadways, bridges, drainage, sewer, water, underground utilities, building facilities and related infrastructure improvement projects.

He is in charge of providing overall project direction to the project technical team and providing resource allocation; preparing and administering budgets; preparing and monitoring project schedules; managing production of preliminary design and final design; preparing various detailed technical reports; providing oversight and performing quality control; managing and monitoring construction activities; establishing, coordinating and maintaining working relationships with owners, developers, and other agencies.

Project Experience

Jack Hammett Sports Complex

CITY OF COSTA MESA | COSTA MESA, CA

Project Manager. Mr. Niknafs is responsible for providing professional design engineering services including plans, specifications, cost estimates and related bid documents for the improvements of Jack Hammett Sport Complex (home of the L.A. Chargers Summer Training Camp). Scope of work includes the upgrade of two natural turf soccer fields to synthetic turf fields that will include a sub-drain system, ADA compliant access walks, bleachers, and shade structures. The design will also examine the current parking circulation and capacity, and make recommendations for parking lot improvements for current and future needs. The design will also include a potable water wash down/cool down system and appropriate retrofit of the existing irrigation.

Tewinkle Park ADA Walkways & Parking Lot Improvements

CITY OF COSTA MESA | COSTA MESA, CA

Project Manager. Mr. Niknafs was responsible for providing professional design engineering services including plans, specifications, cost estimates and related bid documents for the improvements of Tewinkle Park. Scope of work included improvements to the park's ADA walkways and parking lot. This project consisted of repairing and improving the path of travel, facilities and buildings to bring them to current ADA standards.

Stanton Central Park

CITY OF STANTON | STANTON, CA

Constructability Review. Mr. Niknafs provided constructability review during the construction of the $10M Stanton Central Park project. He performed a detailed constructability and value engineering review of the project documents. The 10.5-acre park includes a skate park, basketball courts, tennis courts, a softball field with MUSCO lighting, more than 4.5 acres of lawn, approximately 2 acres of decorative concrete and storm drain improvements. The parks also include a 2,200-square-foot community building, a 2,500-square-foot restroom and storage building, three picnic shelters and a bandstand pavilion. There is also a large splash pad and two kid play areas.

CIVILSOURCE/NV5 RESUME

RESUMES

CONTACT INFO
art.biscocho@nv5.com
949.585.0477

EXPERIENCE
30 years

EDUCATION
B.S. Civil Engineering

ART BISCOCHO

Civil Design Engineer

Mr. Biscocho has more than 30 years of experience as a Project Designer. He has a demonstrated ability to manage multiple projects from planning to construction close-out. He has a wealth of knowledge of the overall operational experience working with municipal agencies, and his qualifications include the ability to review and prepare construction plans, specifications and cost estimates; provide engineering counter assistance; process permits; and establish, maintain and foster positive working relationships with agency staff.

Project Experience

Jim Gilliam Park Improvements

CITY OF LOS ANGELES | LOS ANGELES, CA

Project Designer. As a subconsultant to David Volz Design, Mr. Biscocho assisted the team providing surveying and professional engineering design services for the Jim Gilliam Park Playground Improvements project. Services provided included: obtaining and reviewing all available information pertinent to the project such as the existing water, sewer, and storm drain improvement plans from the City; utility agencies and/or other agencies having jurisdiction over this project to determine size and points of connection; conducting a field survey and providing design survey information as needed; preparing preliminary and final plans; managing and coordinating permit processing through the City of Los Angeles; preparation of final design improvement plans; and conducting meetings during the preliminary and final design.

Hesse Community Parking Lot Improvements

CITY OF RANCHO PALOS VERDES | RANCHO PALOS VERDES, CA

Project Designer. Mr. Biscocho provided engineering design services for the Hesse Community Park Parking Lot Improvements project. The project consisted of the design of concept plans for parking lot pavement improvements and parking lot lighting improvements. Our services included preparation of concept plans and a preliminary cost estimate for the proposed improvements and attending progress and City Council meetings as necessary.

Concrete Infrastructure Revitalization Program (Phase 1)

CITY OF LAGUNA NIGUEL | LAGUNA NIGUEL, CA

Project Designer. Mr. Biscocho is providing engineering design services for concrete improvements along Golden Lantern, including the replacement of sidewalks, curbs and gutters, access ramps and cross gutters located at various sites throughout the City. Phase 1 will include the area along Golden Lantern, and will primarily include the removal and reconstruction of damaged sidewalks.

ADA Curb Ramp Reconstruction Project

CITY OF PLACENTIA | PLACENTIA, CA

Project Designer. Mr. Biscocho prepared plans, specifications and cost estimates for the ADA Curb Ramp Reconstruction Project. The project included the improvement of 90 curb ramps within City limits that were identified by a recent Accessibility Assessment Report. Services provided included obtaining all available pertinent data; conducting a field review; topographic survey; preliminary and final bid package; and bid and construction support services.

N|V|5

CIVILSOURCE/NV5 RESUME

RESUMES

CONTACT INFO
andrew.riecken@nv5.com
949.585.0477

EXPERIENCE
13 years

EDUCATION
B.S. Construction Management & Engineering Technology

AAS, Civil Engineering

AAS, Architectural Engineering

LICENSES/CERTIFICATES
Land Surveyor in Training

ANDREW J. RIECKEN, LSIT

Survey

Mr. Riecken has over 13 years of experience in performing topographic surveys for various engineering design projects. His experience includes boundary surveys for the purpose of determining ownership property lines for easement acquisition and boundary determination, as well as establishing aerial topographic survey control for aerial mapping of a proposed project and establishing survey control using GPS and conventional survey instrumentation and methods. Mr. Riecken has provided on-call surveying and engineering services in the design, construction and closeout phases for several municipalities involving stormwater rerouting, sewer system upgrades, water filtration and wastewater treatment plant improvements and floodwall and levee rehabilitation. He also has performed surveys for distribution and transmission OH and UG design, staking of overhead and underground transmission lines for viewing and construction, and as-built surveys for PLS-CADD design and construction, including conductors, connection points and pole locations.

Project Experience

Vina Vieja Park Pickleball Courts
CITY OF PASADENA | PASADENA, CA
Survey Engineer. As a subconsultant to David Volz Design, Mr. Riecken provided topographic survey services for the addition of pickleball courts at Vina Vieja Park. The 7.5 acres park nestled into a residential neighborhood includes an off-leash dog park, multiple picnic areas and playground equipment.

FY 2019-20 Arterial Roadway Rehabilitation
CITY OF PLACENTA | PLACENTIA, CA
Survey Engineer. Mr. Riecken is providing topographic survey and field survey for the City's FY 2019-20 Arterial Roadway Rehabilitation Project.

Village of Downers Grove Storm Sewer Assessment
VILLAGE OF DOWNERS GROVE | DOWNERS GROVE, IL
Survey Engineer. Mr. Riecken provided field surveying services along an 11-foot diameter underground storm sewer; the main drainage corridor through the Village. The project involved damming and pumping down of multiple miles of storm drain and coordinating with Village Public Works staff, the Police Department and Contractors.

Infrastructure Upgrade Program
PEOPLES GAS | CHICAGO, IL
Mr. Riecken provided field surveying services for design and construction record drawings.

Sycamore Canyon Substation to Penasquitos Substation 230KV Underground Segment
SDG&E | SAN DIEGO, CA
Mr. Riecken processed field data and prepared as-built plans and quantities during the construction process.

N|V|5

DESIGN WEST ENGINEERING, INC. RESUME

Resumes for Key Personnel



Leo Maya, Principal Electrical Engineer

With over 20 years of electrical design experience, Leo has been a key part of Design West since 2005. Leo has worked on a wide array of projects including large commercial and industrial buildings, health care and institutional facilities, sports field lighting, street and area lighting, golf course electrical systems, custom residences, and various dry utility designs. His dedication to maintaining long-term client relationships and his diverse electrical background have made him the natural selection to head up out Electrical Department in 2009. Leo's membership and board position for the IESNA (Illuminating Engineers Society of North America), keep him up to date with the latest lighting and energy efficient technologies. Leo is an ongoing student of Electrical Engineering at Arizona State University and holds a CA Electrical PE License.



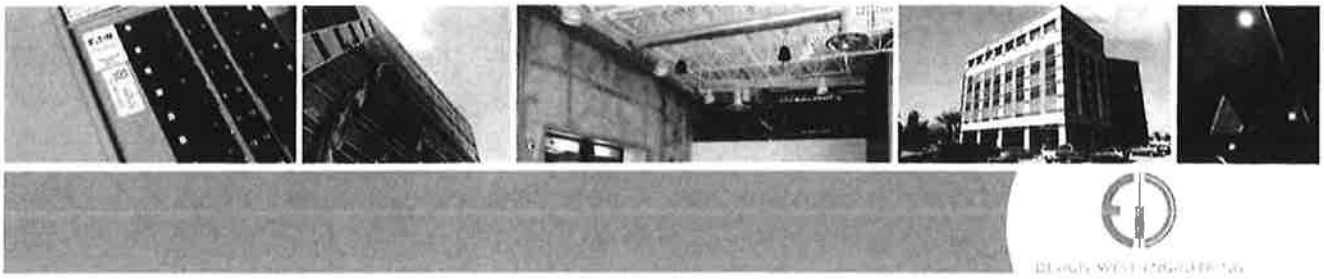
Roy Morales, Electrical Department Head

Roy has relationships with many of the local agencies after providing years of reliable design and service to this clientele. His experience includes design for buildings, sports fields, street lighting, and solar photovoltaic systems. Roy is a Senior Project Manager as well as the Electrical Department Head for the San Bernardino office. Roy joined the Design West team after working several years with Dream Engineering when the company was bought out in 2009. Roy brought with him expertise in electrical applications including parks and street projects after providing years of reliable design and service to this clientele. His greatest sector of work is with municipal clients. Roy is a proven team leader both in how he runs his teams internally and how he runs his project teams when working with clients.



Arcadio Nungaray, Project Manager

Arcadio joined Design West in 2010 as an Electrical Project Designer and has operated a Project Manager since 2015 with a project team including 3 supporting staff. As a resident design software expert, Arcadio also serves the team as CAD Manager and Bluebeam Manager. Arcadio excels at fast pace and rapid turn-around projects. His body of work is largely focused on parks and recreation facilities, government buildings, department of defense work, NASA, and solar photovoltaics. He is known for his responsiveness and thorough communication. Arcadio maintains his project deadlines in a resourceful and competent manner for each of his clients.



DAVID VOLZ DESIGN PROJECT EXPERIENCE

STATE STREET PARK & SAFE ROUTES
City of South Gate

Client:
City of South Gate

Paul Adams
Director of Parks and Recreation
4900 Southern Avenue
South Gate, CA 90280-3075
(323) 563-5478
padams@sogate.org

Facility and Uses:
- Community outreach design approach
- Neighborhood park design
- Themed play area
- Community art garden
- Bio-swales
- Low maintenance drought tolerant plants
- 1/2 basketball courts
- Picnic area
- Exercise equipment

Services provided:
Concept Design
Design Development
Construction Documents
Bidding Assistance
Construction Period Services

Acreage:
(5) Half acre parcels

Date of completion:
January 2017

Cost of Design:
$225,000

Cost of Construction:
$2.5 million

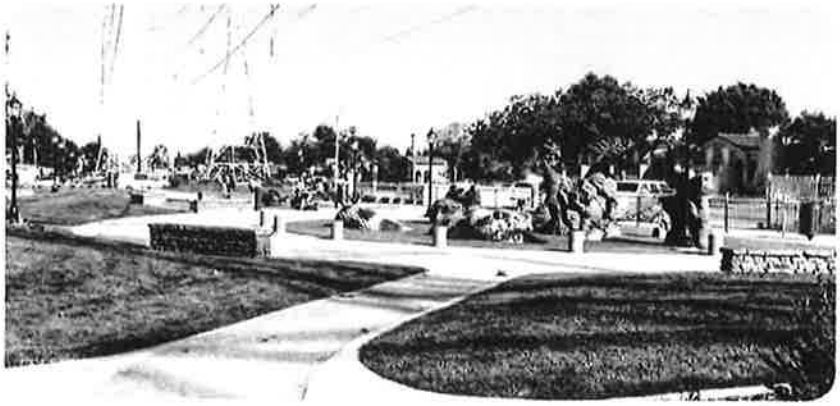
Staff:
David Volz
Gary Vasquez
Paul Cassar
Luis Pedraza

State Street park encompasses a 5-half acre utility overlay "found" parcels, along a half mile stretch of Southern Avenue. These parcels connect dozens of mid-city neighborhoods, as well as several local schools and commercial districts, they also allow for easy access to large city parks. Access to nature and open green space is provided throughout this 2 ½ acre park through elements including rolling turf grass, interspersed garden spaces as well as California native plantings that encompass one fifth of the site. The half-mile long park trail system meanders through the green space and provides access to numerous play and recreation nodes. This pathway-to-play parallels a new class 1 off street bikeway that runs the length of the project and connects to other city-wide trails. There are exciting play spaces, exercise equipment pods, sports courts and picnic spaces dispursed along the liner park's trail system. Play spaces that engage visitors in both self-directed as well as programed play opportunities. After any given school day, the park site is filled with kids traveling between school and home who stop to recreate along this parks' pathway. On weekends the picnic spaces are full with families and community celebrations of all kinds. There are sculptures in this park that tie together the art and nature theme that the community asked for during the park planning process. An example is the metal sculptures near the picnic shelter which are artistic interpretations of native California plants. State Street Park enriches the community, invites and provides access and elements of programed, prescribed and creative play, and provides wonderful park space on "found" underutilized utility corridor lands.









DAVID VOLZ DESIGN PROJECT EXPERIENCE

Client:
City of Stanton

Allan Rigg
Public Works Director / City Engineer
7800 Katella Avenue
Stanton, CA 90680
(714) 890-4203
arigg@ci.stanton.ca.us

Key Elements:
- Community outreach design approach
- Neighborhood park design
- Splash pad area
- Water-wise irrigation system
- Train theme play area
- Community Center
- Community Art
- Butterfly garden
- Bio-swales
- Low maintenance drought tolerant plants
- 1/2 basketball court
- Picnic area
- Exercise equipment

Services provided:
- Community Outreach
- Master Plan
- Design Development
- Construction Documents
- Construction Period Services

Awards:
- CPRS Award of Excellence Park Planning
- ASCE Outstanding Parks & Recreation Project
- SCMAF Outstanding New Facility

Acreage: 11.5

Date of completion:
June 2016

Cost of Design:
$1.1 million

Cost of Construction:
$11.2 million

Staff:
David Volz, Gary Vasquez, Paul Cassar, Luis Pedraza

"This firm has provided Stanton with creative and professional design services on several municipal projects. The Dotson Park Project and our new Veteran's Memorial Park are two of the award winning projects DVD has designed for the City of Stanton."

Jim Box,
City Manager ,City of Stanton

STANTON CENTRALPARK
City of Stanton

Stanton Central Park is a great move forward for the city's park system. Larger by far than any other park in Stanton, Central Park is a crowning achievement made possible through funding gained from a combination of a bond measure, a state grant and park-in-lieu fees; the project's design, construction and construction management required no general fund monies. Recreational amenities and facilities for baseball, soccer, basketball, tennis, skateboarding and fitness training gather athletes of all kinds to this special park. A rolling landscape makes the park fun to wander in and explore the open space and swaths of water-wise gardens and trees. This park reflects the city's commitment to provide quality of life while inspiring a healthy future. The design of this park exemplifies responsible, sustainable resource conservation measures. Drought tolerant and native trees, shrubs, succulents and groundcovers, in conjunction with state-of-the-art water-wise irrigation systems showcase the natural beauty that thrives in our Southern California climate. The butterfly garden inspires a sensate awareness of ecological systems at play in nature. Community art, plenty of benches and tables, covered picnicking areas, and open swaths of grass facilitate social gathering for the Stanton community. For the first time, Stanton has a place to host large-scale events like summer concerts to attract residents and visitors. This park provides a place for the citizens to come together and also creates a forum to strengthen relationships with the regional community.








Designing landscape that create community ...

DAVID VOLZ DESIGN PROJECT EXPERIENCE

CIRCLE PARK
City of Anaheim

Client:
City of Anaheim

Pamela Galera
Senior Project Planner
200 S. Anaheim Blvd
Anaheim, CA 92805
(714)765-5066
pgalera@anaheim.net

Facility and Uses:
Community Park
Play structure
BBQ area & picnic area
Tricycle path
Marble pitch
Drought-tolerant plantings
Handball court

Services provided:
Concept Plan
Design Development
Construction Documents
Bidding Assistance
Construction Period Services

Size: 8,700 square feet

Date of completion:
April 2016

Cost of Design:
$37,700

Cost of Construction:
$232,200

Staff:
David Volz
Gary Vasquez
Paul Cassar
Angela Lee

"David Volz Design has provided high quality design and consulting services ... innovative park planning and design, leadership at public outreach meetings ..."

~ Pamela Galera, LEED, AP, ASLA
City of Anaheim
Letter of Recommendation

Circle Park is a dream of a park! In a neighborhood where private yard space is non-existent, Circle Park changed a street median island into an exciting social center. There are so many spaces the neighborhood residents can enjoy. A picnic shelter with tables and barbeque grills brings people out for pleasant gatherings. A tricycle path, marble pitch, and play equipment encourage active play and exercise for the neighborhood children every day. Water-wise plantings provide aesthetic value and also show examples of responsible landscaping in our Southern California climate. The vision of this park came from thoughtful collaboration between the design team, Anaheim City Public Works and Park Planning, and neighborhood residents. Neighborhood outreach resulted in several great inspirations for the park's design, and in the end, gave Circle Park a distinctive charm as a family-centered park. The location for this park was once a lonely median in a street cul-de-sac, about 8,700 square feet, with old plantings and no access. Once the project began, the tight budget and short time frame to construct were challenges that required creative thinking and careful attention to detail. The large street median was a perfect location to place a neighborhood park if the street parking and safe crosswalk configurations could be redesigned. City Public Works and Parks Staff creatively considered the challenges and with community support the street was reconfigured. The beautiful new park offers a great play space and stands as a vibrant centerpiece that enhances this pleasant little neighborhood. Circle Park may be small in size but it has very big value for this little cul-de-sac neighborhood, bringing life outdoors.









DAVID VOLZ DESIGN PROJECT EXPERIENCE

EL CARISO REGIONAL PARK
County of Los Angeles

Owner:
County of Los Angeles

Sam Shadab
Project Manager
900 South Fremont Ave.
Alhambra, CA 91803
(626) 300-2337
sshadab@dpw.lacounty.gov

DVD:
Landscape Architect of Record

Facility and Uses:
Universally accessible playground
4 shaded play areas
Concession building
Synthetic turf fields
Sensory garden maze
Shaded picnic areas
Restrooms
Parking

Services provided:
Schematic Design
Design Development
Construction Documents
Permit and Bidding Assistance
Construction Period Services

Awards:
SCMAF Outstanding New Facility

Acreage: 80

Date of completion:
October 2014

Cost of Design:
$846,000

Cost of Construction:
$9.9 million

Staff:
David Volz
Gary Vasquez
Paul Cassar

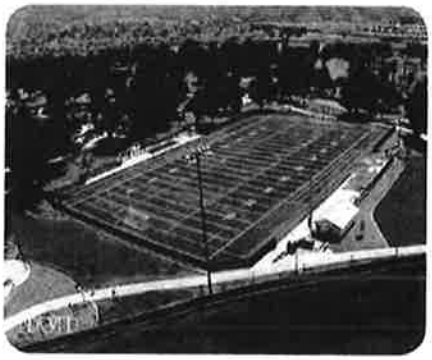
AWARD
SCMAF
WINNER

The new facilities now attract more than a million visitors to the park each year. Soccer, handball, basketball and football enthusiasts stream to the park to enjoy the weeknight and weekend competition. The play area includes a wide variety of play opportunities, from simple sand and water-filling activities for the youngest or those who need to work on motor skill development, to those which challenge the body and encourage movement. All can be enjoyed by both the able-bodied and those who face challenges in that area. El Cariso is now well used by families into the evenings, as it feels so much more secure. Walkways are now well lit as enhanced pathway lighting illuminates the paths around the play structures and throughout the park, allowing for peaceful evening strolls. A security camera system was discreetly installed, monitoring all activity areas to ward off misdeeds. Special designed handball courts provide playability while allowing security personnel visual access into the playable spaces. This was achieved by using perforated metal side walls instead of traditional solid side walls. Water use has been greatly reduced through the removal of large swaths of under utilized turf grass and the inclusion of new low-water use plantings. Residents are meeting each other for the first time through special events, sporting events, and recreation programs that are strengthening the community image and defining a new Sylmar.









DAVID VOLZ DESIGN PROJECT EXPERIENCE

Client:
City of Glendale

Shahen Begoumian
Park Development Manager
(818) 548-3796
Sbegoumian@ci.glendale.ca.us

Facility and Uses:
Community Park
Play structure
Historic Tropico District theme
Shaded picnic area
Chess tables
Public art
Neighborhood garden
Drought-tolerant plantings
Stormwater run-off basin

Services provided:
Community Outreach
Master Plan
Design Development
Construction Documents
Bidding Assistance
Construction Period Services

Awards:
CPRS Award of Excellence
APWA Best Award Recreation & Athletic Facilities

Acreage: 1

Date of completion:
August 2014

Cost of Design:
$200,000

Cost of Construction:
$1.5 million

Staff:
David Volz
Gary Vasquez
Paul Cassar

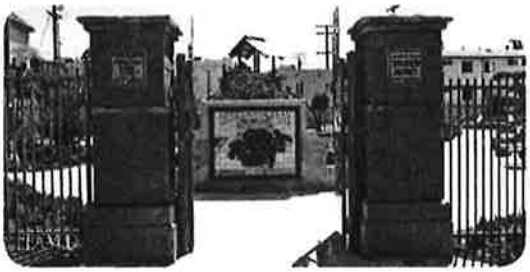
"DVD and their team ... have provided leadership for community outreach, have designed creative and fun play spaces and have prepared high quality construction documents."

~ George Balteria
City of Glendale
Letter of Recommendation

MARYLAND AVENUE PARK
City of Glendale

This special park is one of the hundred parks funded through the state competitive grant program Proposition 84. Maryland Avenue Park is located in the historic Tropico District. The design team conducted extensive community outreach to develop a park program including opportunities for public art, historical and educational interpretive pieces, and a partnership with the local grade school to co-manage a neighborhood garden. Murals depicting historic Tropico fruit box labels, plaques with history lessons, and beautiful artistic metal gates adorn the new park. Built-in benches along a central boardwalk, an exercise area with workout stations, a picnic pavilion, and a raised bed community garden offer a great breadth of uses for this high-density, multi-ethnic neighborhood tract. Neighbors of the community are meeting each other for the first time in this wonderful park strengthening the community image and defining a new Tropico District in the City of Glendale. Residents feel safe with the park's beautiful entry gate and energy-efficient night lighting. Environmental conservation practices are demonstrated in this half-acre space. The formerly flat site has been graded to enhance visual interest and guide water run-off to the new storm water collection basin below the central boardwalk. Drought-tolerant plantings and sophisticated irrigation systems keep the park's water use low despite the small patch of luxurious grass.




DVD

CIVILSOURCE/NV5 PROJECT EXPERIENCE



JACK HAMMETT SPORTS COMPLEX

CITY OF COSTA MESA | COSTA MESA, CA

NV5 is providing engineering design services at Jack Hammett Sport Complex (home of the L.A. Chargers Summer Training Camp) to upgrade two natural turf soccer fields to synthetic turf fields that will include a sub-drain system, ADA-compliant access walks, bleachers and shade structures. The design also will examine the current parking circulation and capacity and make recommendations for parking lot improvements for current and future needs. The design also will include a potable water wash down/cool down system and appropriate retrofit of the existing irrigation.

DATES: DECEMBER 2018-DECEMBER 2019
KEY PERSONNEL: DAVID NIKNAFS
REFERENCE: BART MEJIA, CITY ENGINEER, 714.754.5378, BART.MEJIA@COSTAMESACA.GOV



ADA CURB RAMP RECONSTRUCTION

CITY OF PLACENTIA | PLACENTIA, CA

NV5 prepared plans, specifications and cost estimates for the ADA Curb Ramp Reconstruction Project. The project included the improvement of 90 curb ramps within City limits that were identified by a recent Accessibility Assessment Report. Services provided included obtaining all available pertinent data; conducting a field review; topographic survey; preliminary and final bid package; and bid and construction support services.

DATES: JULY 2018-MARCH 2019
KEY PERSONNEL: DAVID NIKNAFS, ART BISCOCHO, MOHAMED LAZIM
REFERENCE: MASOUD SEPAHI, PE, CITY ENGINEER, 714.993.8132, MSEPAHI@PLACENTIA.ORG



RESIDENTIAL STREET REHABILITATION

CITY OF PLACENTIA | PLACENTIA, CA

NV5 prepared plans, specifications and cost estimates for the City's Residential Street Rehabilitation Project. The project included the rehabilitation of existing pavement. Services included obtaining existing as-built plans and available pertinent data; taking pavement core samples at five locations; conducting field review and assessing pavement conditions; utility notification and coordination; preliminary and final bid packages; and construction support services.

DATES: MAY 2018-APRIL 2019
KEY PERSONNEL: DAVID NIKNAFS, ART BISCOCHO, MOHAMED LAZIM
REFERENCE: MASOUD SEPAHI, PE, CITY ENGINEER, 714.993.8132, MSEPAHI@PLACENTIA.ORG

DESIGN WEST ENGINEERS PROJECT EXPERIENCE

Parks and Park Facilities

Stanton Central Park
Electrical design for a new Sports Park including lighting 2 Baseball and 2 Soccer Fields, swimming pool, skate park, parking lot, pedestrian walkways, shelters, concession stand, and restrooms.

South Gate Park




Electrical design for major of renovation of central park through 5 phases including new switchgear being installed to replace existing old gear, new walkway lighting and controls.

Hogan Park in Lawndale
Electrical design for new community park including all new security lighting, restroom and office building, and new electrical service.

College Park in Chino
Electrical design for new community park including lighting for basketball, picnic area and play areas, general walkway, and parking lot security lighting.

Discovery Park in McFarland
Electrical design for a new park including security lighting, restroom building and water play area.

Stoddard Park in Anaheim
MEP design for restroom building addition and remodel with new ADA pathways and ramp.

Vila Borba Park in Chino Hills
MEP design for restroom building

Sage Park in Anaheim
MEP design for restroom building.

Frontier Park in Tustin
Electrical design at existing park for lighting improvements including new panel and lighting controls adjacent to new exercise equipment area.

Bud Bender Park in Rialto
MEP design for park rehabilitation including new sports lighting at 2 baseballs fields, parking lot lighting, security lighting, and restroom/snack bar.

Hamel Park in Beverly Hills
Electrical design for a new community park with walkway lighting, parking lot, a restroom building.

Miller Park Amphitheater in Fontana




MEP design for a new 12,000 square foot two level building includes a full amphitheater stage including concessions and kitchen areas.

Kahler-Russell Park in Covina
Complete MEP design for the approximate 12,000 square foot community center at the city park. Project included verification of existing electrical service and providing new service where needed.

TeWinkle Park in Costa Mesa
Complete electrical design for security lighting and sports area lighting.

San Sevaine Park in Fontana




Electrical and Plumbing Design Basketball courts, parking lot and walkway lighting, and restrooms.

De Oro Park in Coachella
Electrical design to renovate existing park including new restroom, security lighting, and pedestals.

Grand Terrace Park in Grand Terrace
Electrical design for new security lighting, parking lot lighting and power to new restroom.

REFERENCES

Bart Mejia
Public Works Sr. Engineer
City of Costa Mesa
(714) 754-5291
Baltazar.Mejia@costamesaca.gov

Shahen Begoumian
Park Development Manager
City of Glendale
(818) 548-3796
Sbegoumian@ci.glendale.ca.us

Jake Ngo, PE
Principal Civil Engineer
City of Westminster
(714) 548-3459
jngo@westminster-ca.gov

Reza Jarfari
Senior Project Manager
City of Irvine
(949) 724-7545
rjafari@ci.irvine.ca.us

Alexandra Lopez
Director for Parks, Recreation & Community Services
City of El Monte
(626) 580-2205
alopez@elmonteca.gov

David Liu
Public Works Director / City Engineer
City of Diamond Bar
(760) 346-0611
dliu@diamondbarca.gov

John Montanchez
Community Services Director
City of Garden Grove
(714) 741-5214
johnmo@ggcity.org

"From Master Planning and Community Outreach to providing creative, sustainable and usable designs that enhance our community and excite our park goers, David Volz Design has consistently met all expectations."

Paul Adams
Director of Parks and Recreation
City of South Gate
(323) 563-5478
padams@sogate.org

"Stanton Central park is an outstanding DVD designed park. The park has received accolades from the community and design awards from APWA and California Park and Recreation Society. DVD also designed Harry M. Dotson Park which also received awards from APWA."

Allan Rigg
Director of Public Works
City of Stanton
(714) 890-4203
arigg@ci.stanton.ca.us

"A community outreach event ... was well attended and partcipants commended on how well DVD conducted the meeting and provided information regarding the design concepts for the park."

Christine Roberto
Public Services Manager
City of Norwalk
(562) 929-5708
croberto@norwalkca.gov

"DVD's team designed water efficient, easy to maintain, and visually pleasing improvements that enhanced the city's green spaces and public landscapes."

Alex Bangean, P.E.
Project Manager
City of Cypress
(714) 229-6694
abangean@ci.cypress.ca.us

"David Volz Design has always provided the City of Buena Park with high-quality professional services for these projects and many others."

Jim Box
Director of Community Services
City of Buena Park
(714) 562-3850
jbox@buenapark.com

"David Volz Design has provided high quality design and consulting services ... innovative park planning and design, leadership at public outreach meetings ..."

Pamela Galera
Parks Manager
City of Anaheim
(714) 765-4463
pgalera@anaheim.net

"DVD has always provided the City of Paramount with high quality professional service and I would highly recommend David Volz Design to any agency."

Adriana Figueroa
Public Works Director
City of Paramount
(562) 220-2100
afigueroa@paramountcity.com

UNDERSTANDING & APPROACH



Existing Site Photo


Existing Site Photo


Existing Site Photo


Existing Site Photo


Existing Site Photo


Existing Site Photo

Parque Del Arroyo Verde is in need of refurbishment. An update of the facilities and infrastructure will provide a better recreational experience for your community. Consideration for updated amenities and new and refreshed gathering spaces, picnic, play, and parking areas will be a part of the renovation plan. Irrigation, the urban forest, access, and optimization of all use areas will be identified. Complete renovation of the park security lighting system and access accommodations will be provided in this rehabilitation program. Areas that are to remain as is, will be protected in place in the project renovation plan.

The David Volz Design team is well experienced in the renovation of large community park projects. Our team has just completed a five-year $5 million renovation of South Gate's 100-acre community park and we have provided concept plans for renovation of the city's 90-acre Hollydale community park. We have also prepared concept plans and construction documents for renovation of Glendale's oldest recreation facility, Fremont Park, this $10 million-dollar renovation will be under construction next spring.

For Parque Del Arroyo Verde, we will bring the DVD park planning expertise to address the renovation and upgrade of each component of this important park. Our concept plan and program recommendations will look holistically at the entire property and then we will provide an area by area program for the renovations. The following preliminary program is contemplated as a starting point for reviews and workshops with the Public Works Department:

1. **Replace existing play equipment and add to the play space** - David Volz Design has a long design resume of creative, memorable, fun play spaces in parks across Orange County. We will provide for a wide range of recreation opportunities. We will put forward themes and background stories that will make this play space unique. Themed play areas DVD has designed in the past include trains, planes, boats, snakes, dinosaurs and even whales. We will deliver design and plan layouts that stretch children's imaginations.

2. **ADA upgrades** – Providing easy access and use of all the park facilities will be the focus of our ADA improvement program. DVD will work closely with the city CASp specialist to identify and remove barriers throughout the park.

3. **The playground surfacing will be reconstructed** - The new play space will have certified resiliency as specified by ASTM and National playground standards. Rubber access routes are contemplated, and other accessible,

UNDERSTANDING & APPROACH



Stanton Central Park, City of Stanton



El Cariso Regional Park, County of Los Angeles



Los Rios Park, City of San Juan Capistrano

approved surfacing can also be considered. DVD will recommend a number of available surface products for the city to consider.

4. **Replace worn park furnishings** – DVD will propose new benches and picnic tables, new drinking fountains and park amenities to replace the end-of-life furnishings on this park property.

5. **ADA Updates** - David Volz Design has prepared refurbishment and upgrade plans for hundreds of park buildings. We will update the restroom interiors as directed by the city CASp specialist. Painting and cosmetic repairs to the building will also be recommended.

6. **Replace Park entry sign** - The old park sign on East Palma Drive will be replaced with a new park sign, concrete or wood as determined by the city.

7. **Lighting** - Sitewide lighting will address full access to the park walkways and parking areas. Updated control systems are anticipated. Low energy use maintenance-friendly components will be specified.

8. **Parking lot improvements** - Access elements including ramps and signs will be updated to meet current code. Surface sealing can also be a part of the improvement package.

9. **Replace turf and irrigation where damaged** - There are several areas of the park that appear to have irrigation problems, especially the back half of the park. Our irrigation expert will review the system and recommend updates and repairs where needed.

10. **Walking paths** - Add walking path areas in the park and adjacent flood control channel. Walking paths within the park and along the flood control channel can be added to make a loop path for walking. Mile markers can be added to encourage exercise uses.

11. **Replace broken concrete** - Broken or previously patched concrete walkways will be rebuilt with new concrete installations.

12. **New plant materials and shade trees** - Refreshing the landscape and the trees will be a part of the refurbishment plans. The reduction of turfgrass will be considered as a means to reduce water use. New drought-tolerant plantings will be recommended.

UNDERSTANDING & APPROACH



El Cariso Regional Park, County of Los Angeles



Vista Sports Park,
City of Vista



Tustin Branch Trail,
County of Orange



Admiral Kidd Park, City of Long Beach



Stanton Central Park, City of Stanton

13. **New shade canopies over picnic areas and playground areas -** The picnic space needs shade. DVD will recommend a few options for the city to consider, shade sails, hard roof structure, or even an open awning structure. For the playlot, a shade sail or integral play piece shade canopies can be specified.

Our design team will bring creative ideas and well-conceived alternatives to the very first meeting with the Public Works Department. We will provide maps annotated with field notes, initial idea sketches and style pictures to communicate upgrade and renovation ideas from your RFP descriptions and our broad park design experience. This first meeting could be held as a workshop on-site to contemplate the upgrades proposed and to generate program alternatives for further design exploration. A second workshop is contemplated within the Phase I Concept Plan and program development sequence. Construction order-of-magnitude cost estimates will be prepared for evaluation of alternatives at this consolidation meeting. A final master plan will be prepared along with a letter report describing the development program and construction budget as the deliverable at the end of the Phase I Plan preparations. These master plan elements will be presented to Placentia's Park Commission for review to receive direction on the final improvement program.

In the second phase of the services, David Volz Design will provide for the development of Construction Documents for the renovation plan. The plans will meet the city standards and will be prepared for bidding by specific area or construction element as directed by city staff. Our team of experienced landscape architects will be complemented by our often relied upon civil engineer, NV5 and our trustworthy electrical engineer, DWE.

SUSTAINABILITY



La Paz Sports Complex, City of Laguna Niguel
Storm Water Retention & Cleaning



Los Rios Park, City of San Juan Capistrano - Permeable Paving



Rancho Mirage City Hall,
City of Ranch Mirage
Maintenance Reduction



Admiral Kidd Park,
City of Long Beach
Storm Water Retention & Cleaning



Tustin Branch Trails, City of Tustin - Recycled & Revised Materials



Hopper Park, City of Lawndale

David Volz Design is committed to delivering public landscapes that are sustainable and beautiful. We embrace the principles of design that encourage stewardship of our resources, respect for the environment and creative sustainable practices. Through our affiliation with LEED's, we identify and quantify the sustainability of our designs. From our parks, all accessible playgrounds, streetscapes and sport fields to our historic gardens, DVD delivers outstanding, sustainable, award winning projects.

A beautiful and sustainable landscape starts with a clear understanding of the client's requirements, the site and environs and a creative approach to the design process. Water efficiencies, energy use reductions, waste reduction, recycled content and localized material's sourcing can all be quantified and are an integral part of our design.

David Volz Design is dedicated to the opportunity and challenge of creating unique spaces and special places that draw inspiration from the environs and the community. Our team is detail oriented and our focus is on delivering outstanding public landscapes that meet and exceed the expectations of our clients. David Volz Design believes the very definition of sustainability speaks of environments that are well used and enjoyed, and maintainable over time. We at DVD believe that the ultimate measure of sustainability of any public space has to be high use and enjoyment over the long term.

Resource conservation through the use and specification of recycled and reused materials and identification of locally sourced goods are important sustainability issues. Adaptive reuse of on-site materials, carefully balanced grading operations and protection of on-site resources are always considered in our designs.

Water resources are conserved through our thoughtful low water use planting schemes, precise irrigation layout and control systems, as well as, stormwater capture, cleaning and reuse. For pollution prevention, best practices stormwater recycling plans are embraced and integral to our designs. On site water detention, bio filtration, permeable pavement, and many other measures are creatively incorporated into the landscapes we design.

Our award-winning design of Rancho Mirage City Hall has been recently highlighted by the Sustainable Sites Initiative. David Volz Design is proud to have been chosen for this honor. The Sustainable Sites Initiative is an interdisciplinary effort by the American Society of Landscape Architects, the Lady Bird Johnson Wildflower Center and the United States Botanic Garden to create voluntary national guidelines and performance benchmarks for sustainable land design, construction and maintenance practices.

SCOPE OF SERVICES

David Volz Design proposes to provide the following design services to the City of Placentia for the Parque Del Arroyo Verde Renovation Project. Our team is well versed in the development of inspired improvement plans for important community park renovations. DVD will develop plans to define the park improvement project then prepare construction documents for the approved renovations. The following services are proposed:

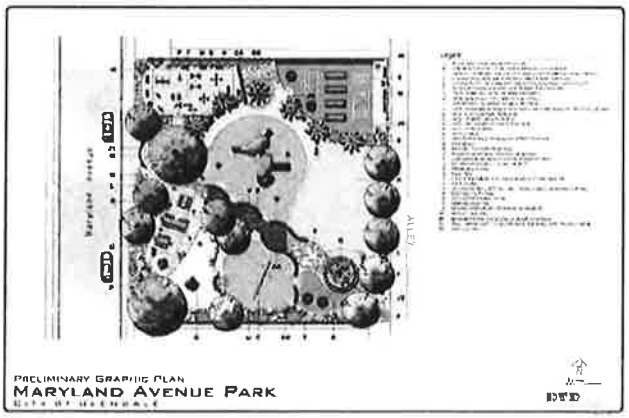
Task One - Project Management, Meetings & Task Effort

1.01 Prepare comprehensive schedule
- a. Work tasks
- b. Durations, milestones
- c. Assignments
- d. Critical path

1.02 Project Management
- a. Overall project control
- b. Submittal and approval
- c. Coordination with city/stakeholders
- d. Manage submittal to oversight agencies
- e. Design meetings and workshops (monthly)
- f. Pre-construction meeting
- g. Prepare meeting minutes/summaries

1.03 Schedule and billing
- a. Provide oversight of sub-consultants
- b. Maintenance of project schedule (monthly)
- c. Billing controls

MEETINGS & DELIVERABLES
Design meeting/workshops
Pre-construction meeting
Project CPM schedule
Project Management/meeting reports



Task Two - Preliminary Concept Plans

2.01 Initial Community Services staff review and workshop
- a. Meet with the Community project team on site
- b. Conduct site walk
- c. Discuss opportunities and objectives
- d. Review limitations and challenges
- e. Review program opportunities
- f. Facilitate design charrette with city team
- g. Gather initial ideas and direction

2.02 Prepare preliminary concept plan(s)
- a. Develop designs for park improvements
- b. Develop concepts and alternatives
- c. Refine and consolidate ideas
- d. Prepare initial concept plan map for city staff review

2.03 Cost benefit analysis
- a. Prepare analysis of construction cost for each plan options
- b. Provide comparison of each concept and comparative costs

2.04 Prepare final master plan
- a. Review schematic layouts with City staff, obtain direction to prepare final master plan
- b. Prepare master plan graphic
- c. Prepare project letter report

2.05 Presentation to city Parks and Recreation Commission
- a. Present Renovation Plans (2)
- b. Document finding and direction of Commission
- c. Modify plan or refurbishment program as directed by city staff

MEETINGS & DELIVERABLES
City staff review
Draft master plan graphics
Final master plan graphic
Presentation to Commission

SCOPE OF SERVICES

Task Three - Construction Documents

3.01 Initialize Construction Documents
- a. Schedule verification
- b. Program review and verification
- c. Prepare base maps
- d. Utility coordination
- e. Specification outline
- f. Product and materials submittal

3.02 Site topographic survey

3.03 Design Development
- a. Finalize schematic site and layout plans for each park area
- b. Major materials selection, types and finishes
- c. Details
- d. Catalog cuts
- e. Product literature
- f. Area detailing
- g. Budget review and confirmation
- h. Incorporate CEQA required mitigation
- i. City staff presentation and review

3.04 Prepare Construction Drawings
- a. Prepare technical specifications
- b. Prepare construction cost budgets
- c. Submittal/review at 95 percent and final documents

3.05 City Review Process Submittal
- a. Design development elements
- b. Materials board
- c. Updated rendered plans
- d. Updated budget plan
- e. City staff review

3.06 Final Construction Documents
- a. City project team review of work-to-date
- b. Internal quality control review
- c. Revise documents
- d. Turnover of original plans and specifications

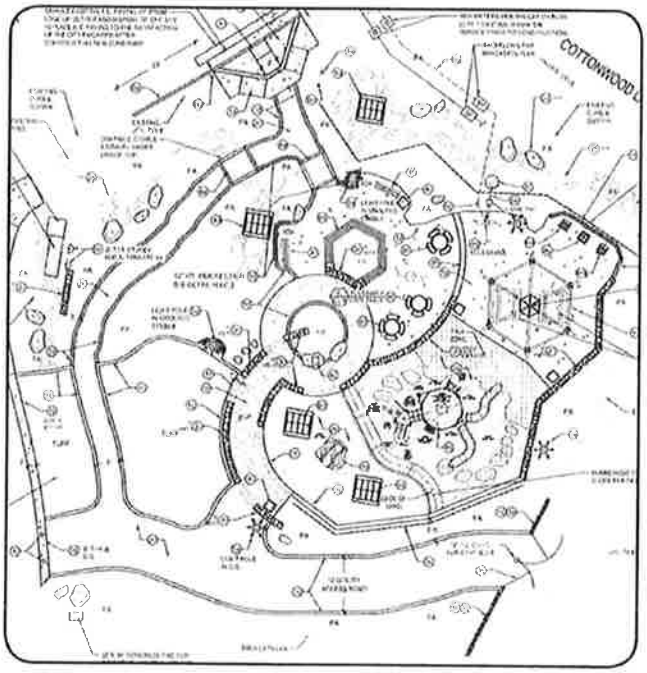
MEETINGS & DELIVERABLES
Site Survey
Design Development Package & Report
Construction Documents
Specifications
Cost Estimate

Task Four - Construction Assistance

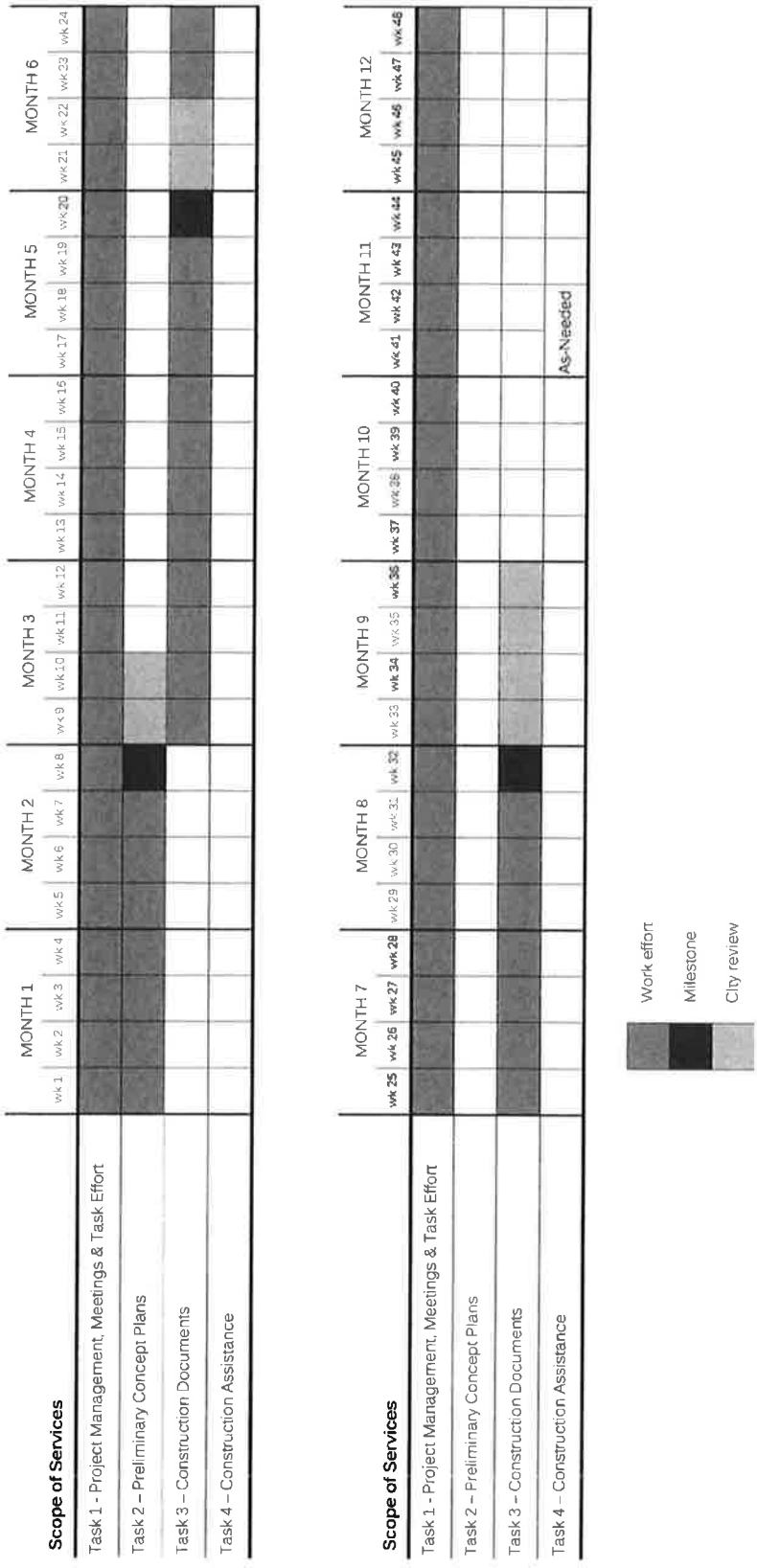
4.01 Bidding Services
- a. Preparation of addenda
- b. Response to requests for information/ clarification
- c. Bid review
- d. City staff and construction management support

4.02 Construction Period Services
- a. Prepare responses to request for information
- b. Review and reply to submittals
- c. Attend preconstruction meeting
- d. Attend construction meetings and prepare summaries (up to 4 meetings)
- e. Review change order requests and provide opinion
- f. Final walk through and punch list preparation
- g. City staff and construction management support

MEETINGS & DELIVERABLES
Bidding assistance
RFI responses, instructions
Meeting summaries
As-built plan preparation City staff support services



PROJECT SCHEDULE

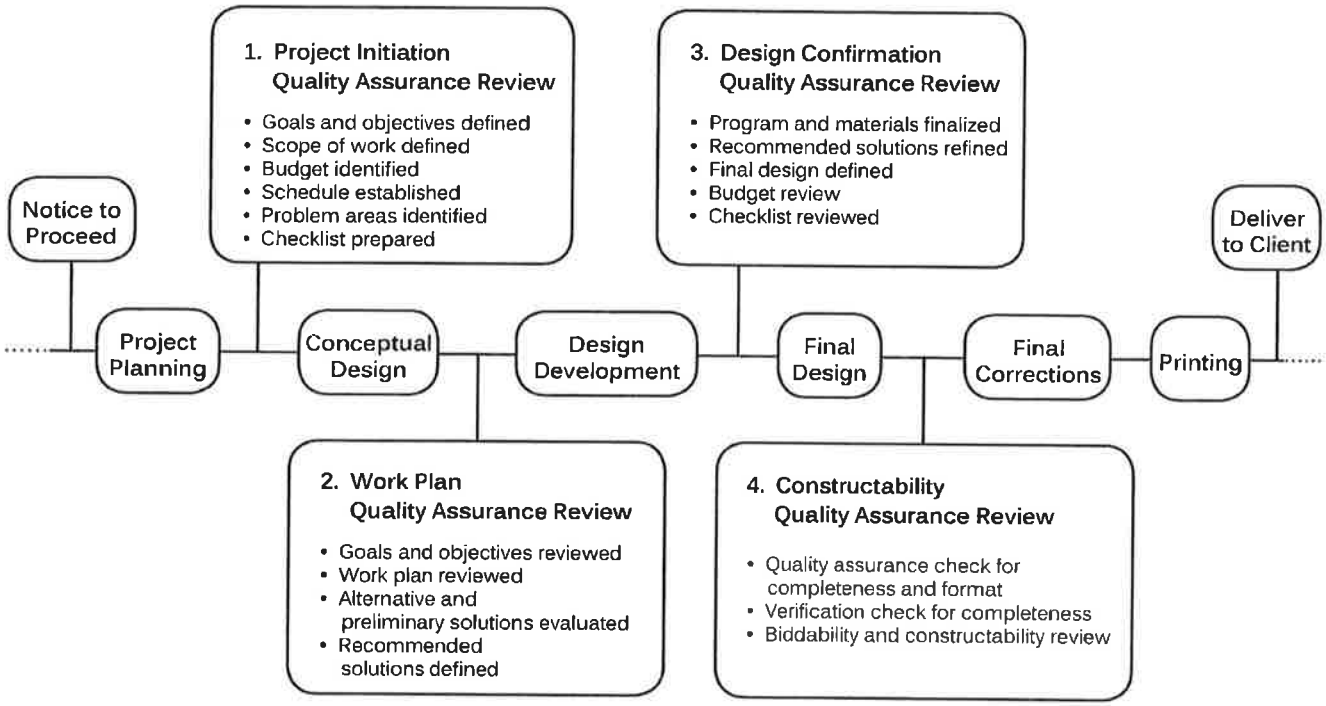


QUALITY CONTROL PROGRAM

DVD has an established quality control and assurance program that we undertake for all our design services, and for this project. The primary elements include:

- Verification that required deliverables and documents noted in the Scope of Work are provided.
- A Peer Review will be conducted by our senior professional staff to solicit critical comments and verify correctness.
- Retention of documents with highlighted markings and red-line comments, and verification that required revisions are incorporated into the updated documents.
- Continual assessment and tracking of project schedule and budget against baseline data.
- A complete construction review for constructability and biddability of the complete PS&E package will be assigned to experienced professionals on staff prior to final submittal to our client.

The Principal-in-Charge will be responsible for implementation of these Quality Control measures.



ABILITY TO STAY WITHIN BUDGET

Delivering projects within our client's expectations, budgets and time frame is our top priority. We aim to keep our clients happy and remain in a mutually beneficial relationship for the long-term. We are an extension of your staff and are willing to support you in any task needing assistance. In Anaheim, where we have had a 15 year on-call agreement, DVD is often called to help on fast track, high visibility projects. For instance, the George Washington Park site in downtown required a quick study and design to secure funding and to be a showcase park as its location is across the street from City Hall. DVD was able to meet the City's deadlines and the park has won accolades and design awards for its sensitivity to the neighborhood's needs, the historic relevance of the parks structures and the beauty of its overall design. Our client was very pleased that the neighborhood has an outstanding park and the funding targets and deadlines were met in the planning and design of this great facility.

David Volz Design strives to stay on top of the ever changing world of the construction industry and its pricing. We regularly analyze what is happening with projects during estimating and bidding process to ensure that we are as close as possible to our clients' budget. We have been very successful in tracking costs. The following are recent project estimates and the contract amount of the construction bid.

BALBOA BOULEVARD IMPROVEMENTS
City of Newport Beach

Entry monuments • New bus stops • Pedestrian oriented thoroughfare • Colorful plantings • Green walls • Storm water retention • APWA Project of the Year • ASCE Community Enhancement Project of the Year

Estimate: $ 2 million
Construction Cost: $ 2 million

WASHINGTON STREET PARK
City of Diamond Bar

Community neighborhood park • Universally accessible • Play structure • Stormwater detention: bio-swales & riparian corridor • Native and climate sensitive plantings • Low water usage irrigation • Shaded picnic area • Chess tables • Public art • Gardens • CPRS Award of Excellence

Estimate: $ 600,000
Construction Cost: $ 600,000

ADMIRAL KIDD PARK
City of Long Beach

11.5 acres • 2 themed play structures • ADA accessible • Exercise stations • Navy theme • Chess tables • Stormwater detention: bio-swales & riparian corridor • Climate sensitive plantings • Basketball court with volleyball overlay • New and updated soccer fields • CPRS Award of Excellence • APWA Project of the Year Two play structures

Estimate: $ 2.7 million
Construction Cost: $ 2.6 million

BELL GARDENS SPORTS PARK
City of Bell Gardens

18 acre sports park • Synthetic and natural turf • Shaded spectator areas • Lighting • Irrigation • Security systems • CPRS Award of Excellence • APWA Project of the Year

Estimate: $ 6.9 million
Construction Cost: $ 6.94 million

MARYLAND AVENUE MINI PARK
City of Glendale

Play structure • Historic Tropico District theme • Shaded picnic area • Chess tables • Public art • Community garden • Drought-tolerant plantings • Stormwater run-off basin • CPRS Award of Excellence • APWA Project of the Year

Estimate: $ 1.6 million
Construction Cost: $ 1.5 million

EL CARISO PARK
County of Los Angeles

Universally accessible playground • 4 shaded play areas • Concession building • Synthetic turf fields • Sensory Garden maze • Shaded picnic areas • Restrooms • Parking

Estimate: $ 10 million
Construction Cost: $ 10 million

LOS RIOS PARK
City of San Juan Capistrano

Historical depiction wall • Sustainable plantings & irrigation • Equestrian trial & tie-up facilities • Themed play structure • Picnic area • DG parking lot • CPRS Award of Excellence • APWA Project of the Year • APWA Planning Excellence • APA Award of Excellence

Estimate: $ 2.25 million
Construction Cost: $ 2 million

DATELAND PARK
City of Coachella

3.3 acre neighborhood and skate park • Splash pad • Shaded play areas • Restroom and community center • Amphitheater • Sustainable plantings

Estimate: $ 2.8 million
Construction Cost: $ 2.4 million

REQUIRED STATEMENTS



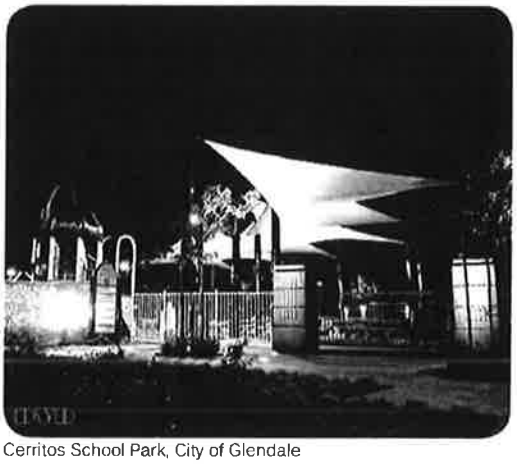
Harry Dotson Park, City of Stanton



Hurless Barton Park, City of Yorba Linda



South Gate Park, City of South Gate



Cerritos School Park, City of Glendale

David Volz Design Landscape Architects, Inc. has read, understood and agreed to all statements in the request for proposal and acknowledge receipt of all addenda (0).

David Volz Design Landscape Architects, Inc. is aware that this proposal is a public document and we do not request any information to be considered proprietary.

David Volz Design Landscape Architects, Inc. will not replace any designated team member without the consent or acknowledgment of the City of Placentia.

David Volz Design Landscape Architects, Inc. does not have any conflict of interests with the City of Placentia and has not had any claims, litigation, or arbitration on behalf of our firm in the last five (5) years related to professional services, including but not limited to, against a client for whom we performed professional services. If you have any concerns, please feel free to contact David Volz to discuss any issues with him directly. We, at DVD, pride ourselves in being upfront with the cities we work with.

This proposal is genuine, and not a sham or collusive, or made in the interest or on behalf of any person, and that the bidder/proposer has not directly or indirectly induced or solicited any other bidder/proposer to submit a sham bid, or any other person, firms, or corporation to refrain from bidding, and that the bidder/proposer has not sought by collusion to secure for himself/herself an advantage over any other bidder/proposer.

David Volz Design Landscape Architects, Inc. agrees and has the ability to fulfill the indemnification and insurance requirements contained in the sample contract. See our sample certification in appendix.

David Volz Design Landscape Architects, Inc. does not have any exceptions to the Scope of Services or other requirements of the RFP dated September 12, 2019, including the Sample Contract (Attachment A).

CERTIFICATIONS

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/18/2019

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

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

PRODUCER	CONTACT NAME: Tina Cowle
Cornerstone Specially Insurance Services, Inc. 14252 Culver Drive, A299 Irvine CA 92604	PHONE (A/C, No, Ext): (714) 731-7700 FAX (A/C, No): (714) 731-7750 E-MAIL ADDRESS: tina@cornerstonespecialty.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
DAVID VOLZ DESIGN LANDSCAPE ARCHITECTURE, INC. 151 Kalmus Drive, Ste. M-8 Costa Mesa CA 92626	INSURER A: RLI Insurance Company	
	INSURER B: Great American Insurance	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 19/20 COVERAGES **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] ADDTL INSURED / PRIMARY [X] BLANKET WVR OF SUBRO GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC OTHER:			PSB0001408	03/14/2019	03/14/2020	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ INCLUDED
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON OWNED AUTOS ONLY			PSB0001408	03/14/2019	03/14/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		PSW0001346	03/14/2019	03/14/2020	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Professional Liability Claims Made			DPP4204131	03/14/2019	03/14/2020	Each Claim	$2,000,000
							Annual Aggregate	$2,000,000

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

Evidence of coverage in force. Contractual insurance requirements will be addressed at the time the contract is awarded.

CERTIFICATE HOLDER

FOR PROPOSAL PURPOSES ONLY PLEASE CONTACT
CORNERSTONE SPECIALTY
TO VERIFY COVERAGE IN FORCE

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Tina Cowle

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ACORD 25 (2016/03) **The ACORD name and logo are registered marks of ACORD**

DAVID VOLZ DESIGN SBE CERTIFICATION

Supplier Profile

State of California Certification

Certification ID : 25194

Legal Business Name
DAVID VOLZ DESIGN LANDSCAPE ARCHITECTS INC

Doing Business As (DBA Name)
DAVID VOLZ DESIGN LANDSCAPE ARCHITECTS INC

Doing Business As (DBA Name)
David Volz Design

Office Phone Number
714.641.1300

Business Fax Number
714.641.1323

Business Website Address
http://www.dvolzdesign.com

Service Areas
Alameda , Alpine , Amador , Butte , Calaveras , Colusa , Contra Costa , Del Norte , El Dorado , Fresno , Glenn , Humboldt , Imperial , Inyo , Kern , Kings , Lake , Lassen , Los Angeles , Madera , Marin , Mariposa , Mendocino , Merced , Modoc , Mono , Monterey , Napa , Nevada , Orange , Placer , Plumas , Riverside , Sacramento , San Benito , San Bernardino , San Diego , San Joaquin , San Luis Obispo , San Mateo , Santa Barbara , Santa Clara , Santa Cruz , Shasta , Sierra , Siskiyou , Solano , Sonoma , Stanislaus , Sutter , Tehama , Trinity , Tulare , Tuolumne , Ventura , Yolo , Yuba

Address
151 KALMUS DR M-8

COSTA MESA
CA 92626

Email
jgraham@dvolzdesign.com

Total Number of Employees
9

Business Types
Service

Notification Preference
Email

View Keywords

View Classifications

Active Certifications 1

Certification Type	Status	From	To
SB(Micro)	Approved	06/06/2017	06/30/2019

DAVID VOLZ DESIGN DIR/PREVAILING WAGES

Registration for Fiscal Year: 2019

PWC Registration Number: 1000031128

Contractor Legal Name: DAVID VOLZ DESIGN LANDSCAPE ARCHITECTS, INC.

Contractor Legal Entity: Corporation

Legal Name	Registration Number	County	City	License Type/Number(s)	Current Status	Registration Date	Expiration Date
DAVID VOLZ DESIGN LANDSCAPE ARCHITECTS, INC	1000031128	ORANGE	COSTA MESA	OTHR:LA 3083 OTHR:LA 2375	Active	07/03/2019	06/30/2019

DAVID VOLZ DESIGN LEED CERTIFICATION

GBCI

GREEN BUILDING CERTIFICATION INSTITUTE

HEREBY CERTIFIES THAT

David Volz

HAS ACHIEVED THE DESIGNATION OF

LEED® ACCREDITED PROFESSIONAL

BY DEMONSTRATING THE KNOWLEDGE OF GREEN BUILDING PRACTICE REQUIRED FOR SUCCESSFUL IMPLEMENTATION OF THE LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED®) GREEN BUILDING RATING SYSTEM™

LEED AP

Rebecca L. Flora — March 28, 2008 (Date Issued) — S. Richard Fedrizzi, President and CEO

DAVID VOLZ DESIGN QSD/P CERTIFICATION

CERTIFICATE OF TRAINING

CALIFORNIA CONSTRUCTION GENERAL PERMIT

QUALIFIED SWPPP DEVELOPER (QSD)
AND
QUALIFIED SWPPP PRACTITIONER (QSP)

David Volz

Jun 01, 2017 - Jul 22, 2019

Certificate # 01176

CASQA

California Stormwater Quality Association and
California Construction General Permit Training Team

LETTERS OF RECOMENDATION

City of BUENA PARK
COMMUNITY SERVICES DEPARTMENT
JIM BOX, DIRECTOR

August 19, 2019

RE: Recommendation in Support of David Volz Design Landscape Architects, Inc.

To Whom It May Concern:

David Volz Design has provided high-quality design and consulting services to the City of Buena Park for many years. They have provided park planning, leadership at public outreach meetings, creative park design, developed construction documents, and construction period services on several park projects.

One notable project the City of Buena Park is exceptionally proud of is the Rick Gomez Park. The project includes a high level of design and a team of sub consultants under David Volz Designs' contract. David Volz Design team welcomed community input at outreach gatherings to design creative, interactive play areas and inviting, green spaces.

David Volz Design has always provided the City of Buena Park with high-quality professional service for these projects and many others. I highly recommend David Volz Design to your agency.

Sincerely,

Jim Box
Director of Community Services
City of Buena Park
(714) 562-3650
JBox@Buenapark.com

"David Volz Design has always provided the City of Buena Park with high-quality professional services for these projects and many others."

GARDEN GROVE

CITY OF GARDEN GROVE

Steven R. Jones
Stephanie Klopfenstein
George S. Brietigam
John R. O'Neill
Thu-Ha Nguyen
Patrick Phat Bui
Kim Bernice Nguyen

August 26, 2019

RE: Recommendation in Support of David Volz Design Landscape Architects, Inc.

To Whom It May Concern:

David Volz Design has provided high quality design and consulting services to the City of Garden Grove for many years. They have provided park planning, provided leadership at public outreach meetings, provided creative park design, developed construction documents and provided construction period services on several park projects.

Our latest project was Woodbury Park renovation, included a high level of design and a team of sub-consultants under David Volz Designs' contract. This project is was a part of the city's Prop 68 Grant application.

DVD has always provided the City of Garden Grove with high quality professional service for these projects and many others. I highly recommend David Volz Design to your agency.

Sincerely,

John Montanchez
Community Services Director
Johnmo@ggcity.org
714-741-5214

"DVD's team welcomed community input at a number of outreach gatherings to design creative and interactive play areas and inviting green spaces for both projects."

CITY of CYPRESS

5275 Orange Avenue, Cypress, California 90630
Phone 714-229-6700 www.cypressca.org

August 29, 2019

RE: Recommendation in Support of David Volz Design Landscape Architects, Inc.

To Whom It May Concern,

The City of Cypress collaborated with David Volz Design on various projects throughout the city, including the recently completed Valley View Median Restoration.

DVD's team designed water efficient, easy to maintain, and visually pleasing improvements that enhanced the city's green spaces and public landscapes.

I would recommend David Volz Design to other agencies.

Sincerely,

Alex Bangean P.E.
Project Manager

"DVD's team designed water efficient, easy to maintain, and visually pleasing improvements that enhanced the city's green spaces and public landscapes."

CITY OF DINUBA
Together, A Better Community
CALIFORNIA

OFFICE OF THE CITY MANAGER
405 E. El Monte Avenue
Dinuba, CA 93618
P (559) 591-5924
F (559) 591-4246

August 21, 2019

Re: Recommendation in Support of David Volz Design Landscape Architects, Inc.

To Whom It May Concern:

The City of Dinuba has commissioned David Volz Design to provide services on several park design projects. These services have included community-based design process, presentations to commissions and council and creative solutions that have addressed many community needs. Our recently completed Roosevelt Paseo is an outstanding DVD designed pedestrian pathway. The paseo has received accolades from the community and nearby elementary school served by the pathway.

Should additional information be required, please call me at the city number. I recommend David Volz Design to any agency looking for creative and professional landscape architectural services.

Sincerely,

Luis Patlan
City Manager
(559) 591-5900

"I recommend David Volz Design to any agency looking for creative and professional landscape architectural services."

LETTERS OF RECOMENDATION

14717 BURIN AVENUE • LAWNDALE, CALIFORNIA 90260 • (310) 973-3200 • FAX (310)

September 4, 2019

RE: Recommendation In Support of David Volz Design Landscape Architects, Inc.

To Whom It May Concern:

The City of Lawndale has collaborated with David Volz Design on two important park development projects in the city, including the recently completed Hogan Park renovation and expansion project, which included expansion of an existing park, street closure, utility relocation and provision of play areas for children aged 5 to 12 years old.

In addition, David Volz Design also collaborated with the City of Lawndale on Charles B. Hopper Park, a new one acre park designed and built on a former California Department of Transportation property within the City of Lawndale.

DVD's team welcomed community input at a number of outreach gatherings to design creative and interactive play areas and inviting green spaces for both projects.

I would highly recommend David Volz Design to any agency. My contact information is listed below. Please contact me for further comments in support of this firm.

Sincerely,

Mike Estes
Director of Community Services
City of Lawndale
(310) 973-3272
mestes@lawndalecity.org

"DVD's team welcomed community input at a number of outreach gatherings to design creative and interactive play areas and inviting green spaces for both projects."

City of South Gate
Parks & Recreation Department
WWW.CITYOFSOUTHGATE.ORG

Make Life Happen

August 21, 2019

RE: Recommendation In Support of David Volz Design Landscape Architects, Inc.

To Whom It May Concern:

David Volz and his team at David Volz Design have provided superior service to the City of South Gate on a variety of projects to improve our parks over the last twelve years. From Master Planning and Community Outreach to providing creative, sustainable and usable designs that enhance our community and excite our park goers, David Volz Design has consistently met all expectations.

Please feel free to contact me if you have any specific questions or would like additional information. We have had nothing but the best experiences with DVD and would enthusiastically recommend them to anyone looking for a top-quality landscape design firm for you public project.

Sincerely,

Paul L. Adams
Director of Parks & Recreation
323-563-5478
padams@sogate.org

"From Master Planning and Community Outreach to providing creative, sustainable and usable designs that enhance our community and excite our park goers, David Volz Design has consistently met all expectations."

CITY OF NORWALK
A Connected Community

August 22, 2019

RE: Recommendation In Support of David Volz Design Landscape Architects, Inc.

To Whom It May Concern:

The City of Norwalk has collaborated with David Volz Design on several important park development projects, including recently completed master park plans for Homosilla Park and Norwalk Park.

DVD's team welcomed community input at outreach gatherings to design creative, interactive play areas and inviting, green spaces. A community outreach event for Homosilla Park was hosted by DVD which was well attended and participants commended on how well DVD conducted the meeting and provided information regarding the design concepts for the park.

I would highly recommend David Volz Design to any agency. My contact information is listed below. Please contact me for further comments in support of this firm.

Sincerely,

Christine Roberto
Public Services Manager
croberto@norwalkca.gov
(562) 929-5700

"A community outreach event ... was well attended and partcipants commended on how well DVD conducted the meeting and provided information regarding the design concepts for the park."

PARAMOUNT

September 17, 2019

RE: Recommendation in Support of David Volz Design, Landscape Architects, Inc.

To Whom It May Concern:

The City of Paramount collaborated with David Volz Design on several important park development projects, including recently completed conceptual park design documents for three of our parks, as well as a conceptual design for proposed park amenities utilizing Southern California Edison (SCE)'s right of way land.

The DVD's team welcomed community input at outreach gatherings to design creative, interactive play areas, and inviting green spaces.

DVD has always provided the City of Paramount with high quality professional service and I would highly recommend David Volz Design to any agency. My contact information is listed below. Please contact me for further comments in support of this firm at 562-220-2100.

CITY OF PARAMOUNT

Adriana Figueroa
Public Works Director

"DVD has always provided the City of Paramount with high quality professional service and I would highly recommend David Volz Design to any agency."

LETTERS OF RECOMENDATION

Stanton

David J. Shawver
Mayor

Rigoberto A. Ramirez
Mayor Pro Tem

Carol Warren
Council Member

Gary Taylor
Council Member

Hong Alyce Van
Council Member

Jarad Hildenbrand
City Manager

August 26, 2019

RE: Recommendation in Support of David Volz Design Landscape Architects, Inc.

To Whom It May Concern:

The City of Stanton has commissioned David Volz Design to provide services on several park design projects. These services have included community-based design process, presentations to commissions and council and creative solutions that have addressed many community needs. Stanton Central Park is an outstanding DVD designed park. The park has received accolades from the community and design awards from APWA and California Park and Recreation Society. DVD also designed Harry M. Dotson Park which also received design awards from APWA.

Should additional information be required, please call me at the city number. I recommend David Volz Design to any agency looking for creative and professional landscape architectural services.

Sincerely,

Allan Rigg
Director of Public Works
(714) 379-9222 ext. 203

"Stanton Central park is an outstanding DVD designed park. The park has received accolades from the community and design awards from APWA and California Park and Recreation Society. DVD also designed Harry M. Dotson Park which also received awards from APWA."

CITY OF SAN MATEO
Parks and Recreation Department

PARKS & RECREATION

330 WEST 20TH AVENUE
SAN MATEO, CALIFORNIA 94403-1388
TELEPHONE (650) 522-7400
FAX (650) 522-7401

August 2, 2017

To whom it may Concern,

The City of San Mateo is currently working with David Volz Design to provide preliminary design documents for our Borel Park site. They have developed two very creative and innovative design concepts for our newest neighborhood park. We selected David Volz Design because they have created many award winning unique park designs for other public agencies. Most of their park and public agency projects are very well thought out and incorporate history, culture, and art to support a strong theme. All of the components of the design such as site furnishings, paving materials, and the plant selection all work together to support the design concept. David Volz Design does a great job creating attractive and functional public spaces with high recreation value.

Having worked with David Volz Design on several projects at different agencies, I have always found them easy to work with professional and the public appreciates the skills and commitment. I strongly recommend David Volz Design to any public agency seeking creative and professional landscape architectural services.

Greg Meek
Park Planning Administrator
(650) 522-7544
gmeek@cityofsanmateo.org

"We selected David Volz Design because they have created many award winning unique park designs for other public agencies. "

David Volz Design
Landscape Architects and Park Planners

www.dvolzdesign.com

Corporate Office
151 Kalmus Drive, Suite M8
Costa Mesa, CA 92626
714.641.1300

Coachella Valley Office
78060 Calle Estado
La Quinta, CA 92253
760.580.5165

San Jose Office
111 N. Market Street, Ste 300
San Jose, CA 95113
669.444.0461

October 10, 2019

Luis Estevez
Director of Public Works
City of Placentia
401 East Chapman Avenue
Placentia, CA 92870

RE: PROPOSAL TO PROVIDE LANDSCAPE ARCHITECTURE DESIGN SERVICES FOR PARQUE DEL ARROYO VERDE RENOVATION

Dear Mr. Estevez,

We are looking forward to working with the City of Placentia. Our team of professionals has what it takes—expertise, enthusiasm, and exceptional service—to plan, design, and see to the successful completion of your projects.

Thank you for your consideration in selecting our team as your consultant.

Very truly yours,
DAVID VOLZ DESIGN

David J. Volz, L.A. # 2375
LEED Accredited Professional, QSD/QSP

COST PROPOSAL

David Volz Design proposes the following Not to Exceed fee schedule to provide the services identified in this proposal. The tasks listed below are offered at a fixed fee for the design services for identified program elements. The services included in this spreadsheet are project management, park design, and landscape architecture services.

Scope of Services	PR $220	DD/SLA $193	PP $135	CT $121	AD $110	Total Hrs	Fee
Task 1 - Project Management, Meetings & Task Effort	16	8			4	28	$ 5,504
Task 2 – Preliminary Concept Plans	8	48	8	48		112	$ 17,912
Task 3 – Construction Documents	16	40	40	160	8	264	$ 36,880
Task 4 – Construction Assistance	8	20	40	20	8	96	$ 14,320
	48	**116**	**88**	**228**	**20**	**500**	**$ 74,616**
Civil Engineering Services							$ 40,848
Electrical Engineering Services							$ 7,935
Reimbursable expenses, printing, copying, postage, etc.						Estimate	$ 500
						TOTAL PROPOSED DESIGN FEE	$ 123,899

ASSUMPTIONS:

1. Only services specifically noted in the scope of services are included in the fee schedule.
2. Proposal cost shall be fixed for one (1) year.
3. If needed the following services will be additional work items: specialty studies, environmental work, geotech report and stormwater reports. These services are not included in this proposal.
4. Futher clarisfications are in subconsultants proposals attached.
5. Restroom AA improvements are contemplated to include minor upgrades to fixtures and interior furnishings based upon the city CASp consultants recommendations. Structural or architectural improvements are not included in this scope of services.

SCOPE OF SERVICES

NV5 has reviewed the RFP issued by the City. In addition, we have performed a job-site walk to make ourselves completely familiarized with the project goals and requirements. This groundwork provides a comprehensive understanding of key issues anticipated for the requested professional services and will enable our team to promptly and efficiently execute the civil engineering design services for the proposed project.

We have a thorough understanding of the requested professional services, project requirements and demands. The anticipated scope of work in general includes the preparation of conceptual designs for the renovation of the **Parque del Arroyo Verde Renovation Project** in the City of Placentia as well as the preparation of engineered plans and bid specifications for various park and playground improvements.

MEETINGS & COORDINATION

We will attend a Kick-Off Design meeting with the client and coordinate all conceptual design activities:

A. Review all received as-built plans, utility and field reconnaissance information, including field measurements and site photos.
B. Review project conceptual design requirements and procedures.
C. Conduct meetings during the conceptual design and final design process with the client as required to review the current work progress, project schedule, discuss and resolve project related issues (a total of two (2) meetings is allocated).

OBTAIN & REVIEW DOCUMENTS/AS-BUILT PLANS

We will obtain and review available information pertinent to the project such as the existing as-built plans and utility plans.

FIELD SURVEY

We will conduct a field survey and provide the following design survey information as needed:

A. Prepare a topographic survey extending through the project area to establish horizontal and vertical controls.
B. Plot the detailed survey notes and electronic mapping files at 40 scale using CAD on 24" x 36" sheet identifying all existing conditions.

CONCEPTUAL PLAN (GRADING PLAN)

Obtain the conceptual site plan for the project from David Volz Design (DVD) and prepare conceptual/preliminary grading plan for the site. We will review the preliminary plans and information with the Client.

FINAL PLAN (GRADING PLAN)

Subsequent to selection of the final concept plan by the City, we will coordinate with DVD and prepare a final grading plan for the site. The plan will include the playground and walkway areas.

BID AND CONSTRUCTION SUPPORT SERVICES

NV5 will review and provide responses to Requests for Information during bid and construction phases. We will be available to attend field meetings if necessary (total of two meetings allocated).

Thank you for the opportunity to propose on this project. Should you have any questions about this proposal, please do not hesitate to call.

Sincerely,

David Niknafs, PE
Director of Transportation

Jeffrey M. Cooper, PE
Director of Infrastructure

PN: P27019-0006914.00

COMPANY INFORMATION/CONTACT
Name: NV5, Inc.
Address: 163 Technology Drive, Suite 100, Irvine, CA 92618
Telephone Number: (949) 585-0477
Email of Contact: david.niknafs@nv5.com

ATTACHMENT 1

COST PROPOSAL

FEE PROPOSAL Parque Del Arroyo Verde Renovation Project		
Task	Description	Fee
1	Meetings & Coordination	$2,540
2	Obtain & Review Documents/As-Built Plans	$1,860
3	Survey	$9,900
4	Prepare Conceptual/Preliminary Grading Plan	$9,910
5	Final Grading Plan	$5,620
6	Prepare Specifications	$1,950
7	Prepare Cost Estimate	$2,300
8	Bid & Construction Support Services	$1,440
	TOTAL	**$35,520**

Exemptions & Exclusions:

(1) Geotechnical investigation.

(2) Potholing of utilities.

(3) Water Quality, hydrology, hydraulic analysis and report.

(4) Electrical, Mechanical, and Structural Engineering services.

(5) Application fees, permit fees, or any other fees required for the project.

ATTACHMENT 1

110 James Street, Suite 106
Edmonds, WA 98020
Tel: 425-458-9700
Email: cadd@designwesteng.com

275 W. Hospitality Lane, Suite 100
San Bernardino, CA 92408
Tel: 909-890-3700 Fax: 909-890-3770
Email: info@designwesteng.com

DESIGN WEST ENGINEERING

Date: September 23, 2019

Company: David Volz Design
151 Kalmus Drive
Costa Mesa, CA 92626

Attention: **Jamie Graham**

Subject: **Parque Del Arroyo Verde Renovation**
Our Proposal #P-1913212

Project Scope

Electrical plans and specifications for the Parque Del Arroyo Verde Renovation project. Scope is to include new security walkway and parking lot lighting. Existing electrical service to be reused and new circuits added as required.

Drawing Design Format

Software used to for construction drawings will be based on the following:

AutoCad® version 2016 or later

Provided By Client

1) Record drawings of existing electrical systems
2) Project street address
3) Computer drawings files and associated support files as well as drawing format requirements
4) Catalog cuts and/or number of specific fixtures and/or equipment requested by your office and/or owner
5) Requirements of all equipment specified by your office and/or other consultants to be connected to mechanical, plumbing or electrical service
6) Format for book form specifications including font type, header and/or footer layout
7) Name, address and telephone number of any available project contacts (i.e. additional consultants, plan check, owners representative)
8) Restrictions or requirements to the property put in effect through conditional use permits or other likewise attachments to this property
9) 30-Day load recordings for requested electrical panels intended to be reused and 12 months of electric utility bills for verification of existing peak demand on main service

Services Included

1) (1) Pre-design site visit as required for verification of existing conditions
2) Electrical specifications provided in book format
3) State of California Board of Professional Engineers & Land Surveyors Electrical stamp and signature
4) Completion of applicable governing agency comments (plan check comments)
5) Electrical site plan including the following:
    a) Site lighting layout, circuiting, and control wiring diagram for general lighting purposes
    b) Point by Point of site lighting foot candle levels as necessary to comply with plan check requirements
    c) Schedule of lighting fixtures
    d) Title 24 lighting compliance forms
    e) Coordination with existing electrical service and panelboards
    f) Distribution and branch panel locations
    g) Single line diagram
    h) Load schedules
    i) Voltage drop calcs
6) Construction administration support services:
    a) Provide response to RFIs to Architect
    b) Review and return to the Architect, shop drawings and submittals
    c) Final site visit with "punch list"

Services Not Included

1) LEED Documentation, Credit Analysis or Credit Templates
2) CalGreen Commissioning and/or Title 24 acceptance testing services
3) Verifying locations of existing underground utilities which transit the site
4) Background generation
5) Upgrade to the existing electrical service due to either insufficient capacity or inadequate condition.
6) Site lighting pole base structural calculations and associated fees
7) Special effect lighting systems such as Stage and Theatrical lighting
8) Temporary power design
9) Load monitoring of existing electrical systems
10) Circuit tracing of existing circuits and/or feeders
11) Lightning protection and cathodic protection design
12) Public street lighting, traffic control and offsite utilities
13) Application or documentation for rebate program(s) other than listed in scope
14) Revisions to our plans after plan check approval due to changes in design, such as floor plan and site plan modifications, or additional scope changes
15) Attendance at pre-job walk
16) Construction contract bid negotiation process
17) Construction site visit(s) other than listed in services included

18) Estimate of probable construction cost and/or quantity take-off
19) Printing of drawings and specifications for submission to bidding contractors
20) Calculation of plan check and/or building permit fees or payment thereof
21) Delivery of plans to City or County agencies
22) Construction contract bid negotiation or review
23) Electrical Engineering services other than those listed in the scope of work and services included
24) Arc flash hazard analysis and protective device coordination study
25) Preparation of record/AS-built drawings
26) Preparation of multiple drawings or drawing set for separate construction phasing unless specifically indicated in Project Scope or Services Included

Fee

We propose to provide Electrical Engineering services for subject project for the sum of **$6,900.00**.

Line Item not included in total:

Structural Calcs $1,200.00 _____Initial

Notes:

1) Attendance at design meetings, other than listed above, will be performed for the additional fee $750.00 of per meeting up to two hours. Meeting time in excess of two hours will be billed at $150.00 per hour.
2) Attendance at site meeting(s), other than listed above, will be performed for the additional fee of $750.00 per trip for up to two hours. Site meeting time in excess of two hours will be billed at $150.00 per hour.
3) Attendance at site meeting(s) other than listed above, requiring an employee to be on the clock for a period of more than ten hours consecutively, will be performed for the additional fee of $750.00 per trip. This fee includes the price of transportation, meals and lodging.
4) Design West Engineering shall be provided by the client such information as is available to the client and the clients' consultants and contractors, and shall be entitled to rely upon the accuracy and completeness thereof.
5) Design West Engineering's fees are based on the understanding that the existing utilities and equipment have adequate capacity unless noted otherwise above. Any additional engineering required for upgrade will be provided at our regular hourly rates. Any services required during construction, outside of those listed previously, will be performed at our regular hourly rates.
6) In the event that either party to this contract brings action to enforce this contract, the prevailing party shall recover its attorney's fees and cost from the losing party.

Reimbursable Expenses

The following expenses, if incurred and paid by consultant while rendering services under this agreement shall be reimbursed by the client:

1) Reproduction expenses over and above standard design development coordination
2) Travel expenses for mileage, which shall be billed at $.56/mile
3) Postage, shipping and handling of any requested expedited delivery
4) Outside services or consultants as required and approved in advance
5) Other such expenses as may be approved in advance

All reimbursable expenses shall be approved in advance, however, no reimbursable expenses are anticipated on this project. Travel expenses are included in the base fee.

Terms

Project will be billed on a progressive billing schedule, invoices due net 30 days.

We reserve the right to present a "Seven Day Notice of Cancellation of Services" and suspend all work on this project should the aforementioned terms be in default, until receipt of all delinquent items.

If above stated terms are agreeable, please sign and return one copy of this proposal to our office. If this agreement is not signed and returned and we are asked to proceed with the project, all conditions contained herein shall constitute a contract for services. Design West Engineering reserves the right to revise the fee stated herein if not accepted within a period on 60 days from the date of the proposal.

We appreciate the opportunity to work with you on this project. We look forward to your response.

Respectfully,

Roy Morales

Design West Engineering

Accepted by (Signature): _____

Accepted by (Print): _____

Date: _____

Client Job Number _____

DWE Proposal Number P-1913212

EXHIBIT B

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/26/2019

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

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

PRODUCER	CONTACT NAME: Tina Cowie	
Cornerstone Specialty Insurance Services, Inc. 14252 Culver Drive, A299 Irvine CA 92604	PHONE (A/C, No, Ext): (714) 731-7700	FAX (A/C, No): (714) 731-7750
	E-MAIL ADDRESS: tina@cornerstonespecialty.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : RLI Insurance Company	13056 A+XI
INSURER B : Great American Insurance	16691
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
DAVID VOLZ DESIGN LANDSCAPE ARCHITECTURE, INC.
151 Kalmus Drive, Ste. M-8
Costa Mesa CA 92626

COVERAGES **CERTIFICATE NUMBER:** 19/20 COVERAGES **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] ADDTL INSURED / PRIMARY [X] BLANKET WVR OF SUBRO GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	PSB0001408	03/14/2019	03/14/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 1,000,000 $ 10,000 $ INCLUDED $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	PSB0001408	03/14/2019	03/14/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	PSW0001346	03/14/2019	03/14/2020	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Professional Liability Claims Made			DPP4204131	03/14/2019	03/14/2020	Each Claim Annual Aggregate	$2,000,000 $2,000,000

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

The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are Additional Insured for General Liability but only if required by written contract with the Named Insured prior to an occurrence and as per attached endorsement. Coverage is subject to all policy terms and conditions. *30 days notice of cancellation, except for 10 days notice for non-payment of premium. For Professional Liability coverage, the aggregate limit is the total insurance available for all covered claims reported within the policy period.

CERTIFICATE HOLDER

City of Placentia
401 E. Chapman
PLACENTIA CA 92870

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Tina Cowie

© 1988-2015 ACORD CORPORATION. All rights reserved.

Policy Number: **PSB0001408** RLI Insurance Company

Named Insured: **David Volz Design Landscape Architects, Inc.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack® FOR PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY

1. **C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:
   a. In the performance of your ongoing operations;
   b. In connection with premises owned by or rented to you; or
   c. In connection with "your work" and included within the "product-completed operations hazard".
2. The insurance provided to the additional insured by this endorsement is limited as follows:
   a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
   b. This insurance does not apply to the rendering of or failure to render any "professional services".
   c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.
3. The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

   However, if you specifically agree in a contract or agreement that the insurance provided to an additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:
   a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
   b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.
4. The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II – LIABILITY)**

   We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 04 03 06**

(Ed. 04-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT–CALIFORNIA

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 _____% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	**Job Description**
All persons or organizations that are party to a contract that requires you to obtain this agreement, provided you executed the contract before a loss	Job performed for any person or organization that you have agreed with in a written contract to provide this agreement.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 03-14-2019 Policy No. PSW0001346 Endorsement No. 1
Insured David Volz Design Landscape Architects, Inc. Insurance Company RLI Insurance Company

Insuring Issues For Design Professionals: "Additional Insured" Status Under Professional Liability Insurance Policies

Provided by RA&MCO Insurance Services Fall Quarter Newsletter, 1999 Volume 17, Issue 4

In contracts relating to construction, it is a common requirement by a project owner that the general contractor have its commercial general liability (CGL) insurer name the owner as an additional insured on the contractor's insurance policy. It is a means by which one party, in this instance the project owner, seeks to receive a benefit under another party's liability insurance policy. This may also be accompanied by an express indemnification clause requiring the contractor to indemnify the owner for claims from third parties arising from or caused by the contractor's services. The rationale behind both is based upon risk management principles that hold that the party better able to control a particular risk is the one that should assume and possibly insure it. More practical reasons for seeking additional insured status include the owner seeking a defense by its general contractor's insurer because of the latter's negligence as well as a means of keeping claims from entering the experience of the additional insured's own liability insurance coverage.

In some instances, a project owner may analogize its contractual expectations of a general contractor with those of its design professional though they are, in fact, quite different. An owner may require that its design professional seek to name it as an additional insured on its professional liability insurance policy. While well intentioned, this is usually the result of inexperience in dealing with design professionals or a general ignorance of the differences between the roles of general contractor and design professionals in the construction process. In any event, it is a potentially troublesome requirement and one that requires a careful explanation to a project owner in an educational and non-threatening manner.

As a general rule, professional liability insurers of design professionals will not name a non-professional firm as an additional insured under the design professional's own professional liability insurance coverage. Such requests usually emanate from project owners but occasionally come from the design professional's own professional subconsultants. A professional liability Underwriter will rarely, if ever, grant either. There are good reasons for this.

The first reason is that professional liability insurers intend to provide coverage for actual or alleged liability emanating from a professional's rendering or failure to render competent professional services. This is based upon well-established recognition of standards of care that only apply to members of a given profession, in this instance design professionals. A party who is not a professional in this sense therefore does not face the same exposure and cannot be defended according to this professional standard of care. Owners try to emphasize that it is their vicarious liability to third parties for the design professional's negligent acts, errors or omissions for which they are seeking coverage but primarily for the defense of same. However, the owner's own Commercial General Liability insurer will normally defend it against this vicarious liability, which also avoids the almost inevitable conflicts that arise between the owner's and design professionals differing interests.

CORNERSTONE
SPECIALTY INSURANCE SERVICES, INC.
14252 CULVER DRIVE, #A299, IRVINE, CA 92604
PH: 714-731-7700 FX: 714-731-7750
WWW.CORNERSTONESPECIALTY.COM CA Lic. #0E50705

Provided by RA&MCO Insurance Services Fall Quarter Newsletter, 1999 Volume 17, Issue 4

Secondly, professional liability insurers undertake to insure professional firms, their offices, employees, directors and the like, in other words, those who are under the control and direction of and working for the benefit of the named professional firm. It does not undertake to provide the same benefits to persons who do not perform in this fashion or represent the policyholder's interests. Reinsurance agreements may, in fact, prohibit insuring these non-professionals via additional insured status because the agreed definition of professional services does not apply to them.

A third reason is that an insurer has a "good faith" obligation to represent the interests of its policyholder, without exception. The nature of claims made in the construction process is such that there are notable conflicts when claims are presented by third parties outside of the construction process as regards the design professional and the owner and that the owner will have certain claims or causes of actions asserted against it that are hostile to or in conflict with those of the design professional. Because of these inevitable conflicts, the insurer will find it difficult, if not impossible, to represent both design professional and non-professional owner in a legal proceeding with the same legal counsel.

In summary, one can generalize that professional liability insurers of any type of risk, particularly those insuring design professionals, do not contemplate naming clients or other non-professional entity individuals or organizations as additional insureds on professional liability policies. For this reason, contractual requirements that this be done should be deleted by negotiation, with suitable explanation, or they may likely be breached. A design professional's professional liability insurer, or in many instances its specialized broker, can be extremely helpful in achieving this.

This publication is a general guide offered solely to stimulate thought and discussion. Anything the publication states or suggest should be applied only in conjunction with specific guidance obtained from experienced legal counsel who is familiar with your firm's unique circumstances and the laws in those states where your contract will be enforced..

CORNERSTONE
SPECIALTY INSURANCE SERVICES, INC.
CORNERSTONE SPECIALTY INSURANCE SERVICES, INC.
14252 CULVER DRIVE, #A299, IRVINE, CA 92604
PH: 714-731-7700 FX: 714-731-7750
WWW.CORNERSTONESPECIALTY.COM CA Lic. #0E50705

DAVID VOLZ DESIGN
Landscape Architects and Park Planners

www.dvolzdesign.com

Home Office
151 Kalmus Drive, Suite M8
Costa Mesa, CA 92626
phone 714.641.1300
fax 714.641.1323

Coachella Valley Office
78060 Calle Estado
La Quinta, CA 92253
phone 760 580.5165
fax 760 564.0369

December 10, 2019

Risk Management Division
City of Placentia

Re: **Business Automobile Insurance Waiver for Account # CAA 061950904**

This letter is submitted in response to the Business Automobile Insurance requirements which are included in our Agreement with the City. I want to inform the City that I do not use the following automobiles (check all that apply below):

☒ Owned
☐ Rented/Leased (Hired)
☐ Non-owned

I do not use any of the vehicles, which are checked above, in conjunction with my business and do not anticipate doing so at any point during the term of my Agreement with the City. I acknowledge that motor vehicle owners are required by state law to purchase and maintain liability insurance to operate their vehicle in the state of California.

If during the term of our Agreement, I purchase, rent, lease, or use any motor vehicle(s) in conjunction with my business, I agree to inform the City of that fact and I will also immediately provide the required Business Automobile Insurance coverage as set forth in the insurance section of our Agreement. I will also provide the City with the required certificate of insurance, which verifies that the required insurance policy and coverages have been purchased and that such insurance will be maintained for the remaining term of our Agreement.

If you have any questions regarding this matter, please feel free to contact me.

Sincerely,
DAVID VOLZ DESIGN

David J. Volz, L.A. # 2375
LEED Accredited Professional, QSD/QSP

ATTACHMENT 1

GREAT AMERICAN.
INSURANCE GROUP

301 E. Fourth Street, Cincinnati, OH 45202

DECLARATIONS
for
DESIGN PROFESSIONALS
LIABILITY INSURANCE POLICY

THIS IS BOTH A CLAIMS MADE AND REPORTED INSURANCE POLICY.

THIS IS A CLAIMS MADE AND REPORTED POLICY. THIS POLICY APPLIES TO THOSE CLAIMS THAT ARE FIRST MADE AGAINST THE INSURED AND REPORTED IN WRITING TO THE COMPANY DURING THE POLICY PERIOD. UNLESS THIS POLICY IS OTHERWISE ENDORSED CLAIM EXPENSES ARE WITHIN AND REDUCE THE LIMIT OF LIABILITY. PLEASE READ THIS POLICY CAREFULLY.

Insurance is afforded by the company indicated below: (A capital stock corporation)
☒ Great American Insurance Company

Note: The Insurance Company selected above shall herein be referred to as the **Company**.

Policy Number: DPP4204131

Producer: CORNERSTONE SPECIALTY INSURANCE SER
14252 CULVER DRIVE, STE A-229
IRVINE, CA 92604

Item 1. **Named Insured:** DAVID VOLZ DESIGN LANDSCAPE ARCHITECTURE INC

Item 2. **Mailing Address:** 151 KALMUS DRIVE, SUITE M-9

City, State, Zip Code: COSTA MESA, CA 92626

Item 3. **Policy Period:** From: 3/14/2019 (*Month, Day, Year*) To: 3/14/2021 (*Month, Day, Year*)
(Both dates at 12:01 a.m. Standard Time at the address of the **Named Insured** as stated in Item 1.)

Item 4. **Limit of Liability** (inclusive of **Claim Expenses**):
A. $2,000,000 Each **Claim**
B. $2,000,000 Policy Aggregate

Item 5. **Deductible** (inclusive of **Claim Expenses**):
A. $15,000 Each **Claim**
B. $45,000 Policy Aggregate

Item 6. **Premium**:
$

Item 7. **Retroactive Date** (if applicable): Full Prior Acts (*Month, Day, Year*)

Item 8. **Forms, Notices and Endorsements attached at policy effective date**:
D45300CA D45310

AMENDMENT NO. 2 TO
PROFESSIONAL SERVICES AGREEMENT
PROVISION OF LANDSCAPE AND ARCHITECTURE DESIGN SERVICES FOR THE PARQUE DEL ARROYO VERDE RENOVATION PROJECT

This Amendment No. 2 ("Amendment") to Professional Services Agreement is made and entered into effective the 6th day of July 2021, by and between the CITY OF PLACENTIA, a Charter City and Municipal Corporation ("CITY"), and DAVID VOLZ DESIGN INC., a California S Corporation (hereinafter "CONSULTANT"). CITY and CONSULTANT are sometimes hereinafter individually referred to as "Party" and or collectively referred to as the "Parties."

A. Recitals.

(i). CITY and CONSULTANT entered into a Professional Services Agreement ("Agreement") effective December 03, 2019 through which CONSULTANT provided professional services as more fully explained in the Scope of Services attached to the Agreement as Exhibit "A."

(ii). The Parties now seek to amend the Agreement to increase the contract amount by an additional $32,140.

(iii). All legal prerequisites to the making of this Amendment have occurred.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

B. Amendment to Agreement.

1. Section 3 of the Agreement is hereby amended to read as follows:

3.1. Contract Sum Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A". Consultant's total compensation shall not exceed Thirty Two Thousand, One Hundred and Forty Dollars ($32,140).

2. Except as specifically modified herein, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

3. The Agreement, all amendments together with this Amendment No. 2 and all Exhibits attached thereto, constitutes the entire Agreement between the Parties and supersedes all prior negotiations, arrangements, representations, and understandings, if any, made by or between the Parties with respect to the subject matter hereof. No amendment or other modification of the Agreement, as modified by this Amendment No. 2 shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

4. Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Amendment No. 2 and that such execution is binding upon the entity for which he or she is executing this document.

IN WITNESS WHEREOF, the Parties have caused Amendment No. 2 to the Professional Services Agreement are to be executed as of the day and year first above written.

CONSULTANT

By: _____
David Volz, Landscape Architect
David Volz Design INC.
Consultant

CITY OF PLACENTIA

By: _____
Damien R. Arrula
City Administrator

ATTEST:

By: _____
Patrick J. Melia, City Clerk

APPROVED AS TO FORM:

By: _____
Christian L. Bettenhausen, City Attorney

ATTACHMENT 2

David Volz Design
Landscape Architects and Park Planners

June 7, 2021

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

RE: UPDATED SCOPE AND FEE FOR PARQUE DEL ARROYO VERDE CONCEPT PLAN (DATED MAY 5, 2021)

Dear Ms. Crocker,

The latest iteration of the park improvement concept plan is a great re-imagining of this park's recreational offerings. The many added features will provide fun activity areas that will enliven the park offerings for the community.

As we have discussed that the current, May 2021, concept plan expands the originally proposed improvements and now included several play lots, a new walkway layout, picnic pavilion, bocce ball courts and many other enhancements. The proposed improvements are an expansion of the scope of services requested to prepare the construction documents that were proposed at the inception of the project back in 2019. The expansion of the program has several components that, although they were cited in the original proposal are now conceptualized to be larger and more complex. This is somewhat in evidence through a review of the expanded construction budget estimate that has grown from the original concept plan of 2019 that cited a budget of under $900,000. The current budget estimate for construction based upon the May 2021 concept is $1.6 million. Engineering and final design services will need an extended scope of services to address the three play space layout, expanded park core design, and the added park amenities. Some changes to the scope of services the deletion of the park sign work and reduced civil engineering services are considered in this request.

The DVD design team is requesting an addition to our originally proposed fee for construction documents and construction assistance. The new fee will address the added final design services for the current May 2021 concept plan and will be an addition to our current contract amount.

ADDITIONAL FEES REQUEST

	PR $220	LA $193	PP $135	CT $121	AD $110	Total Hrs	Fee
Construction Documents	8	40	40	80	4	172	$ 25,000
Construction Period Services	4	12	24	4	2	46	$ 7,140
	12	**52**	**64**	**84**	**6**	**218**	**$ 32,140**

We have modified our work plan to efficiently deliver the construction documents based upon the May 2021

concept plan. Please consider this request and if this proposed change is acceptable and we can get your notice to proceed this month, the construction documents could be delivered for bidding approximately four months. Should you have any questions, please do not hesitate to call my mobile number, 714-251-1128.

Very truly yours,

DAVID VOLZ DESIGN



David J. Volz, R.L.A. # 2375
LEED Accredited Professional, QSD/QSP

Placentia City Council
AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF FINANCE

DATE: JULY 6, 2021

SUBJECT: **SECOND QUARTER FISCAL YEAR 2020-21 TREASURER'S REPORT**

FISCAL IMPACT: NONE

SUMMARY:

The Finance Department has prepared a Treasurer's Report and a comparable Cash and Investment Summary for the second quarter of Fiscal Year ("FY") 2020-21. The Treasurer's Report includes all investments managed by the City and investments held by trustees.

RECOMMENDATION:

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

Receive and file the second quarter Fiscal Year 2020-21 Treasurer's Report.

DISCUSSION:

Government Code § 53646 states that the Treasurer or Finance Director of the City may render a report on investments at least quarterly to the legislative body.

The attached Treasurer's Report reflects the City's investment portfolio for the second quarter FY 2020-21. The City Treasurer has reviewed and signed the attached report.

Prepared by:

Jessica Brown
Director of Finance

Reviewed and approved:

Damien R. Arrula
City Administrator

Attachment:
Second Quarter FY 2020-21 Treasurer's Report and Cash and Investment Summary

1.j.
July 6, 2021

City of Placentia

CITY TREASURER'S REPORT

December 31, 2020
(Unaudited)

FISCAL YEAR 2020-2021

ATTACHMENT 1

CITY OF PLACENTIA
CASH AND INVESTMENT DETAIL - CITY
December 31, 2020

PLACENTIA FINANCE DEPARTMENT

HELD BY CITY						
Agency	**Investment Description**	**Current Yield**	**Purchase Date**	**Maturity Date**	**Purchase Price**	**Market Value**
CASH:						
Bank of America - General Checking	Account No. XXXXXX-0221	N/A	N/A	On Demand	$ 44,560.08	$ 44,560.08
Bank of America - Workers' Comp	Account No. XXXXXX-0525	N/A	N/A	On Demand	$ 24,266.30	$ 24,266.30
Bank of America - Healthcare	Account No. XXXXXX-0513	N/A	N/A	On Demand	$ 2,184.84	$ 2,184.84
Banc of California - Successor Agency	Account No. XXX-XXX-2728	N/A	N/A	On Demand	$ 1,957,916.20	$ 1,957,916.20
Banc of California - General Checking	Account No. XXX-XXX-2660	N/A	N/A	On Demand	$ 9,334,955.56	$ 9,334,955.56
Multi-Bank Securities Cash Account	Cash / Bank Deposits	N/A	N/A	On Demand	$ -	$ -
Total Cash					$ 11,363,882.98	$ 11,363,882.98
INVESTMENTS:						
Local Agency Investment Fund	City Account No. XX-XX-XXX	1.79%	N/A	On Demand	$ 10,076,533.56	$ 10,076,533.56
Multi-Bank Securities Morgan Stanley	Certificate of Deposit	2.47%	2/1/2018	2/1/2021	$ 245,000.00	$ 245,534.10
Multi-Bank Securities Goldman Sachs	Certificate of Deposit	1.98%	2/3/2016	2/3/2021	$ 245,000.00	$ 245,450.80
Total Investments					$ 10,566,533.56	$ 10,567,518.46
TOTAL CASH & INVESTMENTS HELD BY CITY					**$ 21,930,416.54**	**$ 21,931,401.44**

HELD BY FISCAL AGENT						
Agency	**Investment Description**	**Current Yield**	**Purchase Date**	**Maturity Date**	**Purchase Price**	**Market Value**
2011 Gas Tax Certificates of Participation						
Wells Fargo	Wells Fargo Money Market	0.03%	N/A	N/A	$ 483,357.54	$ 483,357.54
2013 Tax Allocation Refunding Bond						
US Bank	First American Treasury Fund	0.01%	N/A	N/A	$ 194,493.94	$ 194,493.94
2003 Certificate of Participation						
US Bank	US Bank Money Market	0.03%	N/A	N/A	$ 890,252.31	$ 890,252.31
2020A Lease Revenue Bond - Pension						
US Bank	First American Treasury Fund	0.01%	N/A	N/A	$ 6,572,626.11	$ 6,572,626.11
TOTAL INVESTMENTS HELD BY FISCAL AGENT					**$ 8,140,729.90**	**$ 8,140,729.90**
Cash & Investments Held by City and Fiscal Agent - Market Value						$ 30,072,131.34

Submitted By: Jessica Brown, Finance Director — Date: 6/15/21

Approved By: Kevin A. Larson, City Treasurer — Date: 6/18/2021

ATTACHMENT 1

CITY OF PLACENTIA
BANK RECONCILIATION
December 31, 2020

RPT FUND NO.	Data FUND NO.	FUND	G/L BALANCE December 31, 2020
101	10	General Fund (0010)	5,160,614.04
105	11	Pooled Cash	4.00
116	59	Rehab Reimbursements Fd (0059)	3,095.50
117	79	Measure U Fund (0079)	3,829,306.03
118	81	COVID Releft Fund (0081)	635,803.00
201	16	Utility User Tax (0016)	222,682.26
205	17	State Gas Tax (0017)	456,325.79
206	52	Gas Tax Bond Fund (0052)	(92,157.18)
207	53	Housing Successor Agncy (0053)	209,638.37
208	54	Sccssr Agncy Ret Oblg (0054)	1,189,879.56
209	60	State Gas Tax - RMRA (0060)	636,480.05
210	18	Measure M (0018)	732,395.13
211	58	PEG Fund (0058)	(48,891.43)
215	19	Air Quality Management (0019)	134,552.09
224	73	Asset Selz 15% Training (0073)	-
225	21	Asset Seizure (0021)	488,260.00
226	51	Traffic Offender Fund (0051)	4,543.34
227	76	Explorer Grant NOC (0076)	13,758.07
228	61	NOC-Public Safety Grant(0061)	269,677.06
229	62	Comm Trans Hous Grant (0062)	(103,654.93)
230	22	Suppl Law Enfrcmnt (0022)	208,891.20
231	78	Placentia Reg Nav Cent(0078)	233,930.71
233	74	Gen Plan Update Fees (0074)	358,947.61
234	75	Technology Impact Fees (0075)	218,831.74
235	23	Park Development (0023)	20,072.70
236	63	Parks & Rec Impact Fees (0063)	721,014.52
238	65	City Traffic Impct Fees (0065)	210,369.07
239	66	CW Stormdr Impact Fee (0066)	9,786.43
240	24	Sewer Construction (0024)	21,890.90
241	57	Public Safety Mitigat (0057)	(34,129.59)
242	67	City Pub Sfty Impct Fee (0067)	66,761.81
243	69	City Quimby In Lieu Fee (0069)	762,522.45
245	25	Storm Drain Constrction (0025)	24,423.28
246	70	TOD Traffic Impact Fees (0070)	225,466.42
247	71	TOD Sewer Impact Fees (0071)	169,838.34
248	72	TOD Strscape Impct Fee (0072)	477,711.42
250	26	Thoroughfare Constction (0026)	19,729.60
255	27	Underground Utilities (0027)	(737.06)
260	28	Street Lighting Distrct (0028)	(119,893.10)
261	55	Public Safety CFD (0055)	43,721.52
265	29	Landscape Maintenance (0029)	947.35
270	30	CDBG Fund (0030)	(352,905.48)
275	48	Sewer Maintenance (0048)	779,271.94
280	50	Misc Grants Fund (0050)	62,988.99
281	77	OCATT Fund (0077)	(260.43)
401	33	City Capital Projects (0033)	(518,257.39)
405	34	Afford Housing In-Lieu (0034)	432,659.63
425	49	Orangethorpe Corridor (0049)	168.00
501	37	Refuse Administration (0037)	925,058.12
601	39	Employee Health & Wlfre (0039)	(333,023.49)
605	40	Risk Management (0040)	1,220,262.83
610	41	Equipment Replacement (0041)	(15,198.56)
701	44	Special Deposits (0044)	1,185,261.74
705	45	HCD Rehabilitaion Loans (0045)	290.47
715	47	Community Fac District (0047)	48,678.07

END BALANCE PER BANK	TOTAL
Bank of America Checking/CITY 0221	44,560.08
Bank of America Checking/CITY 0525	24,266.30
Bank of America Checking/CITY 0513	2,184.84
Bank of California Checking/CITY 2660	9,334,955.56
Bank of California Checking/CITY 2677	-
Bank of California Checking/CITY 2694	-
Bank of California Checking/CITY 2711	-
Bank of California Checking/SA 2728	1,957,916.20
Bank of California Checking/CITY 2745	-
Local Agency Investment Fund	10,076,533.56
Certificates of Deposit	490,984.90
Less: Unrecorded Gain	(984.90)
Less: A/P O/S Checks	(209,744.06)
Less: Payroll O/S Checks	(25,892.80)
Less: EP O/S Checks	(407,565.75)
Less: Worker's Comp O/S Checks	(36,287.52)
Less: Bank Deposits in Transit	18,031.75
Transfer from 2660 to 2694 (in transit)	(179.65)
Transfer from 2660 to 2677 (in transit)	(451,200.00)
Transfer from 2660 to 2711 (in transit)	(176.00)
	20,817,402.51

Pending Journal Entries		-
Timing Differences		-
	$	20,817,402.51
Difference between GL & Bank	$	-

PREPARED BY: gh
DATE: 6/10/21

APPROVED BY: [signature]
DATE: 6/10/21

ATTACHMENT 1

CITY OF PLACENTIA
Changes in Cash Balances
For the Month of December 2020

RPT FUND	Data FUND	FUND	CASH BALANCE 11/30/2020	RECEIPTS	DISBURSEMENTS	POSTED JOURNALS & VOIDS	BITECH CASH 12/31/2020	PENDING JOURNAL ENTRIES*	ADJ CASH BALANCE 12/31/2020
101	10	GENERAL FUND	3,135,578.69	5,391,443.36	(3,372,755.28)	6,347.27	5,160,614.04	-	5,160,614.04
105	11	POOLED CASH	4.00	-	-	-	4.00	-	4.00
201	16	UTILITY TAX FUND	222,682.26	-	-	-	222,682.26	-	222,682.26
205	17	GAS TAX FUND	262,613.96	206,847.65	(13,135.82)	-	456,325.79	-	456,325.79
210	18	MEASURE "M" FUND	869,931.33	-	(137,536.20)	-	732,395.13	-	732,395.13
215	19	AIR QUALITY FUND	126,784.19	17,207.67	(9,000.00)	(439.77)	134,552.09	-	134,552.09
225	21	ASSET SEIZURE FUND	477,392.87	11,957.89	(1,150.76)	60.00	488,260.00	-	488,260.00
230	22	COPS/SUPPL LAW ENFORCE. FUND	189,959.91	18,931.29	-	-	208,891.20	-	208,891.20
235	23	PARK DEVELOPMENT FUND	20,072.70	-	-	-	20,072.70	-	20,072.70
240	24	SEWER CONSTRUCTION FUND	21,890.90	-	-	-	21,890.90	-	21,890.90
245	25	STORM DRAIN CONSTRUCTION FUND	24,423.28	-	-	-	24,423.28	-	24,423.28
250	26	THOROUGHFARE CONST. FUND	25,596.55	-	(5,866.95)	-	19,729.60	-	19,729.60
255	27	UNDERGROUND UTILITIES	(737.06)	-	-	-	(737.06)	-	(737.06)
260	28	PLACENTIA LIGHTING DISTRICT FUND	(133,232.47)	48,957.62	(35,618.25)	-	(119,893.10)	-	(119,893.10)
265	29	LANDSCAPE MAINT. DISTRICT	(126,228.91)	166,290.87	(39,123.84)	9.23	947.35	-	947.35
270	30	HOUSING & COMMUNITY DEVELOP.	(195,490.48)	-	(157,415.00)	-	(352,905.48)	-	(352,905.48)
401	33	CAPITAL PROJECTS FUND	(516,016.43)	8,400.94	(10,841.90)	-	(518,257.39)	-	(518,257.39)
405	34	IN-LIEU LOW/MOD HOUSING FUND	55,199.63	378,000.00	(540.00)	-	432,659.63	-	432,659.63
501	37	REFUSE FUND	(251,697.64)	1,222,460.47	(45,773.94)	69.23	925,058.12	-	925,058.12
601	39	HEALTH & WELFARE INS. FUND	(196,872.76)	97.32	(136,248.05)	-	(333,023.49)	-	(333,023.49)
605	40	RISK MANAGEMENT FUND	1,586,395.59	-	(366,132.76)	-	1,220,262.83	-	1,220,262.83
610	41	EQUIPMENT REPLACEMENT FUND	8,164.59	12,530.00	(35,893.15)	-	(15,198.56)	-	(15,198.56)
701	44	SPECIAL DEPOSITS	1,143,998.78	50,796.75	(9,533.79)	-	1,185,261.74	-	1,185,261.74
705	45	HCD REHABILITATION LOANS	290.47	-	-	-	290.47	-	290.47
715	47	COMMUNITY FAC. DISTRICT FUND	48,678.07	-	-	-	48,678.07	-	48,678.07
275	48	SEWER MAINTENANCE FUND	756,733.86	61,245.25	(38,753.32)	46.15	779,271.94	-	779,271.94
425	49	ORANGETHORPE CORRIDOR	168.00	-	-	-	168.00	-	168.00
280	50	MISC. GRANTS FUND	98,025.87	2,344.77	(37,381.65)	-	62,988.99	-	62,988.99
226	51	TRAFFIC OFFENDER FUND	4,543.34	-	-	-	4,543.34	-	4,543.34
206	52	GAS TAX BOND FUND	(92,157.18)	-	-	-	(92,157.18)	-	(92,157.18)
207	53	HOUSING AGENCY FUND	209,138.37	500.00	-	-	209,638.37	-	209,638.37
208	54	SUCCESSOR AGENCY FUND	141,580.83	1,260,331.00	(212,032.27)	-	1,189,879.56	-	1,189,879.56
261	55	PUBLIC SAFETY CFD 2014-01 FUND	31,172.97	12,549.44	(0.89)	-	43,721.52	-	43,721.52
241	57	PUBLIC SAFETY MITIGATION FUND	(34,129.59)	-	-	-	(34,129.59)	-	(34,129.59)
211	58	PEG FUND	(41,003.67)	16,112.76	(24,000.52)	-	(48,891.43)	-	(48,891.43)
116	59	REHAB REIMBURSEMENTS FUND	3,095.50	-	-	-	3,095.50	-	3,095.50
209	60	GAS TAX - RMRA FUND	650,513.46	71,940.79	(85,974.20)	-	636,480.05	-	636,480.05
228	61	NOC-PUBLIC SAFETY GRANT FUND	291,847.28	-	(22,170.22)	-	269,677.06	-	269,677.06
229	62	COMM. BASED TRANS. GRANT FUND	(103,609.49)	-	(45.44)	-	(103,654.93)	-	(103,654.93)
236	63	PARKS & RECREATION IMPACT FEES	553,784.52	167,230.00	-	-	721,014.52	-	721,014.52
238	65	CITY TRAFFIC IMPACT FEES FUND	83,385.79	126,983.28	-	-	210,369.07	-	210,369.07
239	66	CW STORMDRAIN IMPACT FEE	839.52	8,946.91	-	-	9,786.43	-	9,786.43
242	67	CITY PUB. SAFETY IMPACT FEE FUND	(14,187.67)	80,949.48	-	-	66,761.81	-	66,761.81
243	69	CITY QUIMBY IN LIEU FEE	514,878.45	247,644.00	-	-	762,522.45	-	762,522.45
246	70	TOD TRAFFIC IMPACT FEES	225,466.42	-	-	-	225,466.42	-	225,466.42
247	71	TOD SEWER IMPACT FEES FUND	73,188.97	96,649.37	-	-	169,838.34	-	169,838.34
248	72	TOD STREETSCAPE IMPACT FEE	477,711.42	-	-	-	477,711.42	-	477,711.42
224	73	ASSET SEIZURE 15% TRAINING	-	-	-	-	-	-	-
233	74	GENERAL PLAN UPDATES	333,719.95	25,227.66	-	-	358,947.61	-	358,947.61
234	75	TECHNOLOGY IMPACT FEES	204,323.24	14,508.50	-	-	218,831.74	-	218,831.74
227	76	EXPLORER GRANT NOC FUND	13,759.62	-	(1.55)	-	13,758.07	-	13,758.07
281	77	OCATT FUND	(260.43)	-	-	-	(260.43)	-	(260.43)
231	78	PLACENTIA REG NAV CENTER	235,043.92	-	(1,113.21)	-	233,930.71	-	233,930.71
117	79	MEASURE U	4,162,634.86	481,596.22	(808,650.87)	(6,274.18)	3,829,306.03	-	3,829,306.03
118	81	COVID-19 RELIEFT FUNDS	635,803.00	-	-	-	635,803.00	-	635,803.00
		TOTAL PER GENERAL LEDGER	16,215,393.15	10,208,681.26	(5,606,489.83)	(182.07)	20,817,402.51	-	20,817,402.51

*Journal entries may include interest income, budgeted transfers between funds, and expenses such as E-V Spark payments and bank fees

ATTACHMENT 1

Placentia City Council
AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF COMMUNITY SERVICES

DATE: JULY 6, 2021

SUBJECT: **PUBLIC WORKS AGREEMENT WITH GARZA CONSTRUCTION INC. FOR THE RENOVATION OF THE KOCH PARK RESTROOMS, CIP PROJECT NO. 7103**

FISCAL IMPACT:			
	EXPENSE:	$84,071.00	FY 2019-20 CIP BUDGET FUND
	BUDGET:	$95,000.00	FY 2019-20 CIP BUDGET (637102-6185 CARRY FORWARD)

SUMMARY:

In 2017, the City was selected by the Southern California Association of Governments ("SCAG"), through an application process, as one (1) of nine (9) cities in the Southern California area to develop an Open Space and Urban Greening ("OSUG") Master Plan as part of SCAG's Sustainability Program. The Placentia OSUG ("POSUG") Master Plan was completed in November 2019 and approved by the City Council at the December 3, 2019 meeting to be utilized as a guide for future Capital Improvement Program ("CIP") Projects to be incorporated into the City's CIP plan and to allocate potential funding sources as available through the City's annual budgetary process.

This Master Plan was the basis for the creation of the Placentia Parks Initiative ("PPI"); a citywide initiative which is aimed at establishing a significant capital investment into the City's parks and open spaces by improving and renovating aging park infrastructure and amenities over the course of the next two (2) fiscal years.

At the May 18, 2021 meeting, the City Council approved the PPI as a tool to be utilized for prioritizing park and building improvement projects as funding becomes available. Included in the PPI was the addition of Koch Park ("Koch") building interior restrooms. The project will include a complete addition of interior restrooms to be utilized by youth programs. The recommended actions will award a Public Works Agreement with Garza Construction Inc. in the amount of $84,071.00 for the addition of interior restrooms at the Koch Park Community Building, satisfying CIP project No. 7103, as outlined in the PPI.

RECOMMENDATION:

It is recommended that City Council take the following actions:

1.k.
July 6, 2021

1. Award a Public Works Agreement for the Koch Park interior restrooms project to Garza Construction Inc. for a not-to-exceed amount of $84,071.00; and

2. Authorize the City Administrator to approve contract change orders up to 10% of the contract not-to-exceed amount or $8,407.00; 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:

The City Council approved park and recreation development impact fees ("DIFs") for the addition of interior restrooms at the Koch Park Community Building, as part of the Placentia Parks Initiative ("PPI"). In alignment with the PPI, $95,000 in available DIF funding was budgeted for the Fiscal Year ("FY") 2020-21 Capital Improvement Program for the Koch restrooms project. The project will begin late July 2021 and funding is currently identified in the FY 2021-22 budget.

Additionally, as part of the FY 2021-22 budget, the City Council approved the creation of a new Tiny Tot Community Services Program to be implemented at the Koch Park Community Building, as a revenue-neutral program. Pre-School programs are in high demand, are very popular, and are usually enrolled to full capacity. The new program provided by the Community Services Department, will focus on youth ages three (3) to four (4) years old and will be located at the Koch Park Community Building. The restroom project at Koch will provide a dedicated interior restroom for the youth programs held at the site.

The general scope of work proposed for this project includes: the demolition of existing concrete restroom walls; framing of new walls; installation of new ADA compliant doors; new electrical fixtures; new sewer line and water line; and new sinks, toilets, and fixtures. Staff solicited bids for the renovation project. The three (3) bids are identified in the table below.

CONSULTANT	Proposal
Garza Construction Inc.	$84,071.55
Cannon Construction	Declined to Bid
Coastal Kitchen and Bath Remodeling	Non-Responsive

Based upon the proposal provided and qualifications and experience with similar projects, Staff recommends the City Council award the Public Works Agreement to Garza Construction Inc. Should the City Council approve this contract, Garza Construction Inc. will finalize all necessary insurance documents and will plan to begin construction of the Koch building interior restrooms in late July 2021. The anticipated completion of the project is late August 2021.

FISCAL IMPACT:

The City Council approved DIF fees for the addition of interior restrooms at the Koch Park Community Building, as part of the PPI. The total cost for these services amounts to $84,071.55, not including the 10% contingency in contract change orders. A total of $95,000.00 in developer fees has been budgeted in the CIP Budget for FY 2021-22 for this project. The 10% contract change order contingency shall not exceed $8,407.00 for the project. As such, sufficient funds exist for the recommended actions.

Prepared by:

Veronica Ortiz
Community Services Supervisor

Reviewed and approved by:

Karen Crocker
Director of Community Services

Reviewed and approved by:

FOR

Jessica Brown
Director of Finance

Reviewed and approved by:

Damien R. Arrula
City Administrator

Attachments:

1. Garza Construction Inc. Proposal
2. Public Works Agreement with Garza Construction Inc.

Proposal

Estimate no.2024
Date: 06/28/2021

Placentia Navigation Center
731 S Melrose St
Placentia Ca 92870

Garza Construction Inc
18843 Hicrest Rd.
Glendora CA 91741
T. 626-334-2640
C.626 664-1810

garzaconstructioninc92220@gmail.com
Framing Contractors Lic:9371

SCOPE OF WORK

-Demolition of existing Concrete Slab & Walls where new walls will be built
-Framing new walls for Restroom with Installation of new ADA Compliance Door
- New Electrical fixture to be installed, Sockets to be replaced
-New Sewer line & Water Line for new Restroom
- New Toilet & sink with Cabinet

Total: 84,071.00

All work to be prevailing wage.
Bond Included
All work to be completed during normal business hours.

1.1 PLANS, SPECIFICATIONS AND PERMITS The project will be constructed according to plans and specifications which have been examined by the owner and which have been or may be signed by the parties hereto. To the extent there is any conflict between the plans and specifications, the plans prevail. This estimate does not include cost of permits, plans, drawings, surveys, engineering, inspections.

1.2 UTILITIES All utilities are to be paid by the homeowner during the construction period.

1.3 SURPLUS, REMOVED AND DEMOLISHED MATERIAL This estimate and proposal is based on a complete job and any surplus, removed or demolished material, overage of unused material and/or fixture shall become the property of Edgar Garza Construction. unless otherwise noted prior to the commencement of work.

1.4 PERSONAL ITEMS Edgar Garza Construction. accepts no responsibility whatsoever for the moving or removing of any furniture and accessories. This is solely the responsibility of owner.

1.5 PAYMENT Buyer shall pay contractor the cash price, which covers the price of materials and installation as shown on this proposal. Buyer understands that it is her/his responsibility to stay within the determined dates on the payment schedule. Funds must be delivered to the contractor on or prior to the dates indicated. By signing the acceptance page at the end of the contract, buyer accepts all payments scheduled per contract.

1.6 UNAUTHORIZED ADDITIONAL WORK REQUESTS The owner agrees not to approach subcontractors or employees directly for additional work or changes in the scope of work. If done, it is agreed that Edgar Garza Construction may back charge the owner what it feels is an appropriate charge for the additional unauthorized work that has been requested. No signed change order will be necessary.

1.7 CHANGES IN WORK Should owner, construction lender, or any public body or inspector direct any modification or addition to the work covered by this contract, the contract price shall be adjusted accordingly.

1.8 Modification or addition to the work shall be executed when an Additional Work Authorization has been signed by both the owner and contractor. However, in the event that the building department or other governing body requires a change or modification the contractor may make that change prior to receiving written authorization and thereafter negotiate the effect of that change with the owner. The change in the contract price caused by such Additional Work Authorization shall be as agreed to in writing, or if the parties are not in agreement as to the change in contract price, contractor's actual cost of labor, equipment, subcontracts, and materials, plus a contractor's fee of 20% shall be the change in contract price. The change order may also increase the time within which the contract is to be completed.

1.9 Contractor shall promptly notify the owner of: (a) latent physical conditions at the site differing in material from those indicated in this contract or (b) physical conditions differing in material from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this contract. Any expense incurred due to such conditions shall be paid for by owner as added work.

1.10 VERBAL AGREEMENTS AND CHANGES IN PROPOSALS Buyer understands that there are no verbal agreements. Everything that the buyer expects contractor to do has been included in writing in this proposal. Nothing can be changed in this proposal except
in writing on a separate proposal form or change order which clearly sets forth the scope of work encompassed by the order, the price to be charged for the changes and is signed by the buyer and contractor. An extra work order (or change order) shall be incorporated in, and become a part of this agreement.

1.11 ACCESS Owner shall grant free access to work areas for workmen and work vehicles, and shall allow areas for storage of materials and debris. Owner agrees to keep driveways clear and available for movement, working and parking of delivery trucks during normal working hours. Edgar Garza Construction shall not be expected to keep gates closed for animals or children. Edgar Garza Construction shall not be held responsible for damage done to driveways, walks, lawns, shrubs or other vegetation by movement of trucks, men, equipment, materials, debris, etc.

1.12 DELAYS Contractor agrees to start and diligently pursue work through to completion, but shall not be responsible for delays if the delay is caused by acts of God, acts of the buyer, acts of the buyer's agent, inclement weather, strikes, lockouts, boycotts, acts of public utilities, public bodies or inspectors, acts of neglect or omission of owner or owners employees or agent, extra work or contingencies unforeseen by contractor and beyond the reasonable control of the contractor. Failure of owner to make

payments when due, or delays caused by inspection or changes ordered by the inspectors of authorized Governmental bodies, or for acts of other contractors, or holidays, or other causes beyond contractor's reasonable control. If an estimated time of completion is provided, it is only an estimate and is not a material term of this agreement.

1.13 TAXES AND ASSESMENTS Taxes, assessments, permit fees of all descriptions will be paid for by owner.

1.14 INSURANCE Contractor shall carry Workers Compensation Insurance for the protection of Contractor's employees during the progress of the work. Contractor shall carry liability insurance to cover any damages to Owner's property resulting out of the acts of Contractor. Owner shall obtain and pay for insurance against injury to his/her own employees and persons under Owner's direction and person on the job site at Owner's invitation.

Owner shall procure at own expense and before the commencement of work hereunder "all risk" insurance with course of construction, theft, vandalism and malicious mischief endorsements attached, the insurance to e in a sum at least equal to the contract price. The insurance will name the Contractor and its Subcontractors as their interests may appear. Should owner fail to procure such insurance, Contractor may do so at the expense of Owner, but is not required to do so. Owner and Contractor waive rights of subrogation against each other to the extent that any loss is covered by valid and collectible insurance. If the project is destroyed or damaged by accident, disaster, or calamity, such as fire, storm, flood, landslide, subsidence or earthquake, work done by Contractor in rebuilding or restoring the project shall be paid for by the Owner as extra work.

1.15 RIGHT TO STOP WORK Contractor shall have the right to stop work if any payment is not made when due to Contractor under this Agreement. Contractor may keep the job idle until all payments due are received. Failure to make payment, within five (5) days of the
date due is a material breach of this Agreement and will entitle Contractor to cease any further work.

1.16 CLEAN UP Contractor will remove from Owner's property debris and surplus materials created by his operation and leave it in a neat and broom clean condition.

1.17 UNFORSEEN CONDITIONS All hidden, concealed or unforeseeable conditions, including code violations, that must be repaired, corrected, replaced or overcome, shall result in a change order to the work.Contractor is not responsible for corrections or repairs of existing defects, hidden damage, dry rot, termite damage, code violations or hazardous material encapsulation and/or removal.

1.18 ABESTOS, LEAD, MOLD, AND OTHER HAZARDOUS MATERIALS Owner hereby represents that Owner has no knowledge of the existence on or in any portion of the premises affected by the Project of any asbestos, lead paint, mold (including all types of microbial matter or microbiological contamination, mildew or fungus), or other hazardous materials. Testing for the existence of mold and other hazardous materials shall only be performed as expressly stated in writing. Contractor shall not be testing or performing any work whatsoever in an area that is not identified in the Scope of Work.

Unless the contract specifically calls for the removal, disturbance, or transportation of asbestos, polychlorinated biphenyl (PCB), mold, lead paint, or other hazardous substances or materials, the parties acknowledge that such work requires special procedures, precautions, and/or licenses. Therefore, unless the contract specifically calls for the same, if Contractor encounters such substances, Contractor shall immediately stop work and allow the Owner to obtain a duly qualified asbestos and/or hazardous material contractor to perform the work or Contractor may perform the work itself ant Contractor's option. Said

work will be treated as an extra under this contract, and the Contract Term setting forth the time for completion of the project may be delayed.

In the event that mold or microbial contamination is removed by Contractor, Owner understands and agrees that due to the unpredictable characteristics of mold and microbial contamination, Contractor shall not be responsible for any recurring incidents of mold or microbial contamination appearing in the same or any adjacent location, subsequent to the completion of the work performed by Contractor. Owner agrees to hold Contractor harmless, and shall indemnify Contractor harmless for any recurrence of mold or microbial contamination. Owner also agrees that Contractor shall not be responsible, and agrees to hold Contractor harmless and indemnify Contractor, for the existence of mold or microbial contamination in any area that Contractor was not contracted to test and/or remediate. Further, Owner is hereby informed, and hereby acknowledges, that most insurers expressly disclaim coverage for any actual or alleged damages arising from mold or microbial contamination. Contractor makes no representations whatsoever as to coverage for mold contamination, though at Owner's additional expense, if requested in writing, Contractor will inquire as to the availability of additional coverage for such contamination or remediation, and if available, will obtain such coverage if the additional premium is paid for by Owner as an extra.

1.19 INDUSTRY STANDARDS Industry standards will be based on the quality of the existing house or building. If no similar materials can be found in the house, industry standard will be based on the immediate neighborhood.

1.20 WARRANTY Edgar Garza Construction hereby warrants all materials and labor involved in this project for a period of one (1) year from the completion date.

1.21 MEDIATION Buyer and contractor agree to mediate any dispute or claim between them out of this agreement, or any resulting transaction, **before resorting to arbitration. Mediation fees, if any, shall be equally divided among parties involved**

1.22 ARBITRATION OF DISPUTES: ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THIS CONTRACT, OR THE BREACH THEREOF, NOT RESOLVED IN MEDIATION SHALL BE SETTLED BY BINDING ARBITRATION IN ACCORDANCE WITH THE CONSTRUCTION INDUSTRY ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION OR A MUTUALLY AGREED ALTERNATIVE, AND JUDGEMENT UPON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURSDICTION THEREOF. CLAIMS WITHIN THE MONETARY LIMIT OF THE SMALL CLAIMS COURT SHALL BE LITIGATED IN SUCH COURT AT THE REQUEST OF EITHER PARTY, SO LONG AS BOTH PARTIES LIMIT THEIR RIGHT OF RECOVERY TO THE JURISDICTION OF THE SMALL CLAIMS COURT.
IF A COUNTER CLAIM IN EXCESS OF THE JURISDICTION OF THE SMALL CLAIMS COURT IS FILED, THEN THE MATTER IS TO BE SUBMITTED TO BINDING ARBITRATION.

NOTICE: BY INITIALING IN THE SPACE BELOW YOU ARE AGREEING TO HAVE ANY DISPUTE ARISING OUT OF THIS AGREEMENT DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY CALIFORNIA LAW AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR BY A JURY TRIAL. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE BUSINESS AND PROFESSIONS CODE OR OTHER APPLICABLE LAW. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE "ARBITRATION OF DISPUTES" PROVISION TO NEUTRAL ARBITRATION.

I AGREE TO ARBITRATION. _____ DATE _____
OWNER'S INITIALS

I AGREE TO ARBITRATION. _____ DATE _____
CONTRACTOR'S INITIALS

ENTIRE AGREEMENT This agreement shall constitute the entire agreement between the parties, which entire agreement and specifications shall not be altered or modified except by written agreement between the parties hereto.

Terms and Conditions

ENTIRE AGREEMENT This agreement shall constitute the entire agreement between the parties, which entire agreement and specifications shall not be altered or modified except by written agreement between the parties hereto.

Respectfully submitted,

SIGNATURE_____ DATE: _____
Edgar Garza, General Contractor
LIC#. 937186

By signing this proposal, you are agreeing to the terms and conditions pages stated in above contract and acknowledging that you are also in receipt of the Notice to Owner document and three day right to cancel provided.

ACCEPTANCE
You are hereby authorized to furnish all material, equipment and labor required to complete the work described in the above proposal, all work to be performed and conform to city code and per plans provided to Edgar Garza Construction (included within this firm price quotation) for which the undersigned agrees to pay the amount stated in the said proposal and according to the terms thereof. Any change involving extra cost of labor or materials will be executed only on submission and acceptance of a written change order. This contract/proposal will be void if not accepted within 15 days from above date.

SIGNATURE: _____ DATE: _____

CITY OF PLACENTIA
PUBLIC WORKS AGREEMENT FOR
THE RENOVATION OF KOCH PARK RESTROOMS

THIS AGREEMENT (herein "Agreement"), is made and entered into this 6th day of July, 2021 by and between the CITY OF PLACENTIA, a municipal corporation and charter city, (herein "City") and GARZA CONSTRUCTION INC. (herein "Contractor"). The parties hereto agree as follows:

W I T N E S S E T H:

A. WHEREAS, City requires the construction of the Koch Park restrooms as set forth more fully in this Agreement.

B. WHEREAS, Contractor represents to City that Contractor is qualified to perform said work and has submitted a proposal to City for the same.

C. WHEREAS, City desires to have Contractor perform said services on the terms and conditions set forth herein.

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 and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, City and Contractor hereby agree as follows:

1.0 DEFINITIONS

1.1 Definitions. As used in this Agreement, the following definitions shall be applicable:

(a) Contractor. Contractor shall mean Garza Construction INC. a (California corporation, partnership, individual) located at 18843 Hilcrest Rd., Glendora, CA 91741.

(b) City. City shall mean the City of Placentia, a Municipal Corporation and Charter City, located at 401 E. Chapman, Placentia, California 92870.

(c) City Council. City Council shall mean the City Council of the City of Placentia.

(d) Contract Officer shall mean the person designated by the City Administrator or City Engineer of City and shall have the duties set forth in Section 5.2.

(e) Services. Services shall mean the services to be performed by the Contractor pursuant to this Agreement.

(f) Satisfactory. Satisfactory shall mean satisfactory to the City Administrator or his/her designee.

2.0 SERVICES OF CONTRACTOR

2.1 Scope of Services. In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended.

2.2 Documents Included in Contract. This contract consists of this Agreement and any Exhibits, which are incorporated herein by this reference. In the event of an inconsistency, the terms of this Agreement shall govern.

2.3 Compliance with Law. All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered, including but not limited to, the claims procedure set forth in Public Contract Code Section 9204, a summary of which is attached to this agreement as Exhibit "E."

2.4 Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement, including registration with the Department of Industrial Relations of the State of California as required by Labor Code Section 1725.5 before commencing performance under this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder. Contractor shall be responsible for all subcontractors' compliance with this Section 2.4.

2.5 Familiarity with Work. By executing this Contract, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

2.6 Standard of Performance. Contractor, its subcontractors and their employees, in the performance of Contractor's work under this Agreement shall be responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures used in the Contractor's field.

Any costs for failure to meet the foregoing standard or to correct otherwise defective work that requires re-performance of the work, shall be borne in total by the Contractor and not by the City. The failure of a project to achieve the performance goals and objectives stated in this Agreement is not a basis for requesting re-performance unless the work conducted by Contractor and/or its subcontractors is deemed by the City to have failed the foregoing standard of performance.

In the event Contractor fails to perform in accordance with the above standard:

1. Contractor will re-perform, at its own expense, any task which was not performed to the reasonable satisfaction of City. Any work re-performed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. Contractor shall work any overtime required to meet the deadline for the task at no additional cost to the City;

2. The City shall provide a new schedule for the re-performance of any task pursuant to this paragraph in the event that re-performance of a task within the original time limitations is not feasible; and

3. The City shall have the option to direct Contractor not to re-perform any task which was not performed to the reasonable satisfaction of the City Project Manager pursuant to application of (1) and (2) above. In the event the City directs Contractor not to re-perform a task, the City shall negotiate a reasonable settlement for satisfactory work performed. No previous payment shall be considered a waiver of the City's right to reimbursement.

Nothing contained in this section is intended to limit any of the rights or remedies which the City may have under law.

2.7 Care of Work. The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

2.8 Further Responsibilities of Parties. Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other. Contractor shall require all subcontractors to comply with the provisions of this agreement.

2.9 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum as set forth in Section

3.1, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of ten percent (10%) or less of the Contract Sum, may be approved by the City Administrator. Any increases, taken either separately or cumulatively, that result in the Contract Sum exceeding ten percent (10%) of the Contract Sum must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.

2.10 Prevailing Wage Laws. Contractor represents and warrants that it is registered with the Department of Industrial Relations pursuant to SB 854 and Labor Code 1725.5. Contractor shall ensure that its subcontractors comply with said requirements. In accordance with Labor Code Section 1770 et seq., the Director of the Department of Industrial Relations of the State of California has ascertained a general prevailing rate of wages, which is the minimum amount, which shall be paid to all workers employed to perform the work pursuant to this Agreement. A copy of the general prevailing wage rate determination is on file in the Office of the City Clerk and is hereby incorporated by reference into this Agreement. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. Contractor must forfeit to the City Twenty Five Dollars ($25.00) a day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. Contractor is required to post a copy of such wage rates at all times at the contract site. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced. Contractor also shall comply with State law requirements to maintain payroll records and shall provide for certified records and inspection of records as required by California Labor Code Section 1770 et. seq., including Section 1776. Contractor shall comply with all statutory requirements relating to the employment of apprentices.

3.0 COMPENSATION

3.1 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of Eighty Four Thousand, Seventy-One Dollars ($84,071) herein "Contract Sum"), except as provided in Section 2.9. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

3.2 Progress Payments. Prior to the first day of the month, during the progress of the work, commencing on the day and month specified in the Agreement, Contractor shall submit to the Contract Officer a complete itemized statement of all labor and materials incorporated into the work during the preceding month and the portion of the contract sum applicable thereto. Upon approval in writing by the Contract Officer, payment shall be made in thirty (30) days. City shall pay Contractor a sum based upon ninety-five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security. Refer to Section 8.4 of this Agreement for retention of funds.

4.0 PERFORMANCE SCHEDULE

4.1 Time of Essence. Time is of the essence in the performance of this Agreement.

4.2 Schedule of Performance. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "B", and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Scope of Services may be approved in writing by the Contract Officer.

4.3 Force Majeure. The time period(s) specified in the Scope of Services for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes for the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

4.4 Term. Unless earlier terminated in accordance with Section 8.9 of this Agreement, this Agreement shall continue in full force and effect until final approval and acceptance of the project by the Contract Officer. Notwithstanding the foregoing, this Agreement shall terminate no later than December 31, 2021, unless the parties mutually agree in writing to extend the term.

5.0 COORDINATION OF WORK

5.1 Representative of Contractor. The following principals of Contractor are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Edgar Garza
General Contractor

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City.

5.2 Contract Officer. The Contract Officer shall be such person as may be designated by the City Administrator or City Engineer of City. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions that must be made by City to the Contract Officer.

Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

5.3 Prohibition Against Assignment. The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

5.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its subcontractors, agents or employees, performs the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, subcontractors, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its subcontractors, agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise with Contractor.

5.5 Identity of Persons Performing Work. Contractor represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services set forth herein. Contractor represents that the tasks and services required herein will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services.

5.6 Utility Relocation. City is responsible for removal, relocation, or protection of existing main or trunk line utilities to the extent such utilities were not identified in the invitation for bids or specifications. City shall reimburse contractor for any costs incurred in locating, repairing damage not caused by contractor and removing or relocating such unidentified utility facilities, including equipment idled during such work. Contractor shall not be assessed liquidated damages for delay arising from the removal or relocation of such unidentified utility facilities.

5.7 Trenches or Excavations. Pursuant to California Public Contract Code Section 7104, in the event the work included in this Agreement requires excavations more than four (4) feet in depth, the following shall apply.

(a) Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of

existing law; (2) Subsurface or latent physical conditions at the site different from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

(b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order per Section 2.9 of this Agreement.

(c) That, in the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused form any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

6.0 INSURANCE, INDEMNIFICATION AND BONDS

6.1 Insurance. The Contractor and all subcontractors, if any, shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, insurance as set forth in Exhibit "C" attached hereto and incorporated herein by this reference.

Conditions:
In accordance with Public Contract Code Section 20170, the insurance of surety companies who provide or issue the policy shall have been admitted to do business in the State of California with a credit rating of A- or better.

This insurance shall not be canceled, limited in scope or coverage or non-renewed until after thirty (30) days prior written notice has been given to the Community Development Director, City of Placentia, 401 E. Chapman Ave., Placentia, California 92870.

Any insurance maintained by the City of Placentia shall apply in excess of and not combined with insurance provided by this policy.

The City of Placentia, its officers, employees, representatives, attorneys, and volunteers shall be named as additional named insureds with respect to: liability arising out of activities performed by or on behalf of the Contractor and all Subcontractors pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Contractor and all Subcontractors; automobiles owned, leased, hired, or borrowed by the Contractor and all Subcontractors.

Prior to commencement of any work under this contract, Contractor shall deliver to the City insurance endorsements confirming the existence of the insurance required by this contract, and including the applicable clauses referenced above.

Such endorsements shall be signed by an authorized representative of the insurance company and shall include the signatory's company affiliation and title. Should it be deemed necessary by the City, it shall be Contractor's responsibility to see that the City receives documentation, acceptable to the City, which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company.

If the Contractor fails to maintain the aforementioned insurance, or secure and maintain the aforementioned endorsement, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement. However, procuring of said insurance by the City is an alternative to other remedies the City may have, and is not the exclusive remedy for failure of Contractor to maintain said insurance or secure said endorsement. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which became due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this agreement.

Each contract between the Contractor and any subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 6.1.

6.2 Certificates of Insurance. Contractor 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 to this Agreement as Exhibit "D" and are incorporated herein by this reference.

6.3 Indemnification. Contractor shall defend, indemnify, hold free and harmless the City of Placentia, its elected and appointed officials, officers, agents and employees, at Contractor's sole expense, from and against any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising or alleged to arise out of or in connection with the performance of the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising or alleged to arise from the negligent acts or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's performance of or failure to perform any term, provision, covenant or condition of this Agreement.

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith.

(b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', subcontractors' or invitees') negligent performance of or failure to perform such work, operations or activities hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom.

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel selected by City.

(d) Contractor's duty to defend and indemnify as set out in this Section 6.3 shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

Notwithstanding the foregoing, Contractor 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.

The Contractor's indemnification obligations pursuant to this Section 6.3 shall survive the termination of this Agreement. Contractor shall require the same indemnification from all subcontractors.

6.4 Labor and Materials and Performance Bonds. Concurrently with execution of this Agreement, Contractor shall deliver to City a labor and materials bond and a performance bond each in the sum of the amount of this Agreement, in the forms provided by the City Clerk, which secures the faithful performance of this Agreement. The bonds shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

6.5 Sufficiency of Insurer or Surety. Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances. In the event the Senior Management Analyst of City ("Senior Management Analyst") determines that the work or services to be performed under this Agreement creates an increased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies required by this Section 6 may be changed accordingly upon receipt of written notice from the Senior Management Analyst; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Senior Management Analyst to the City Council of City within ten (10) days of receipt of notice from the Senior Management Analyst.

6.6 Substitution of Securities. Pursuant to California Public Contract Code Section 22300, substitution of eligible equivalent securities for any monies withheld to ensure performance under the contract for the work to be performed will be permitted at the request and expense of the successful bidder.

7.0 RECORDS AND REPORTS

7.1 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

7.2 Records. Contractor shall keep, and require subcontractors to keep, such books and records (including but not limited to payroll records as required herein) as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any

documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

7.4 Public Records Act Disclosure. Contractor 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 Contractor, 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 Contractor 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.

8.0 GENERAL PROVISIONS

8.1 Governing Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

8.2 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.

The Principal set forth in Section 5.1 above shall be the representative for Contractor for purposes of this Agreement, and shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

8.3 Disputes. In the event either party fails to perform its obligations hereunder, the nondefaulting party shall provide the defaulting party written notice of such default. The defaulting party shall have ten (10) days to cure the default; provided that, if the default is not reasonably susceptible to being cured within said ten (10) day period, the defaulting party shall have a reasonable time to cure the default, not to exceed a maximum of thirty (30) days, so long as the defaulting party commences to cure such default within ten (10) days of service of such notice and diligently prosecutes the cure to completion; provided further that if the default is an immediate danger to the health, safety and general welfare, the defaulting party shall take such immediate action as may be necessary. Notwithstanding the foregoing, the nondefaulting party may, in its sole and absolute discretion, grant a longer cure period. Should the defaulting party fail to cure the default within the time period provided in this Section, the nondefaulting party shall have the right, in addition to any other rights the nondefaulting party may have at law or in equity, to terminate this Agreement. Compliance with the provisions of this Section 8.3 shall be a condition precedent to bringing any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured.

8.4 Retention of Funds. Progress payments shall be made in accordance with the provisions of Section 3.2 of this Agreement. In accordance with said section, City shall pay Contractor a sum based upon ninety-five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security to be paid to the Contractor within sixty (60) days after final acceptance of the work by the City Council, after Contractor shall have furnished City with a release of all undisputed contract amounts if required by City. In the event there are any claims specifically excluded by Contractor from the operation of the release, the City may retain proceeds (per Public Contract Code 7107) of up to 150% of the amount in dispute. City's failure to deduct or withhold shall not affect Contractor's obligations hereunder.

8.5 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.6 Rights and Remedies. Rights and Remedies are cumulative except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

8.7 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.8 Liquidated Damages. Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City Five Hundred Dollars ($500) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Scope of Services (Exhibit A) or Schedule of Performance (Exhibit B). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

8.9 Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, Contractor shall vacate any City owned property which Contractor is permitted to occupy hereunder and City may, after compliance with the provisions of Section 8.3, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of setoff or partial payment of the amounts owed the City as previously stated.

8.10 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person

shall be in writing and shall be deemed to be given when served personally or deposited in the US Mail, prepaid, first-class mail, return receipt requested, addressed as follows:

To City: City of Placentia
401 E. Chapman Ave
Placentia, California 92870
Attn: Karen Crocker
Director of Community Services

To Contractor:
Garza Construction INC.
18843 Hilcrest Rd
Glendora, California 91741
Attn: Edgar Garza
General Contractor

8.11 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.12 Conflict of Interest. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

Contractor and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor'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, Contractor and its officers, employees, associates and subcontractor shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

8.13 Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. To the extent required by law, contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

8.14 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.15 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or

unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.16 Hiring of Illegal Aliens Prohibited. Contractor shall not hire or employ any person to perform work within the City of Placentia or allow any person to perform work required under this Agreement unless such person is properly documented and legally entitled to be employed within the United States.

8.17 Unfair Business Practices Claims. In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body renders final payment to the contractor without further acknowledgment by the parties. (Sec. 7103.5, California Public Contract Code).

8.18 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

8.19 PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor 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, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor 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, Contractor 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.

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

8.21 Legal Responsibilities. The Contractor shall keep itself informed of City, State, and Federal laws, ordinances and regulations, which may in any manner affect the performance of its services pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws, ordinances and regulations. Neither the City, nor its officers, agents, nor employees shall be liable at law or in equity as a result of the Contractor's failure to comply with this section.

8.22 Termination for Convenience. The City may terminate this Agreement without cause for convenience of the City upon giving contractor 30 days prior written notice of termination of the Agreement. Upon receipt of the notice of termination the Contractor shall cease all further work pursuant to the Agreement. Upon such termination by the City the Contractor shall not be entitled to any other remedies, claims, actions, profits, or damages except as provided in this paragraph. Upon the receipt of such notice of termination Contractor shall be entitled to the following compensation:

1. The contract value of the work completed to and including the date of receipt of the notice of termination, less the amount of progress payments received by contractor.

2. Actual move-off costs including labor, rental fees, equipment transportation costs, the costs of maintaining on-site construction office for supervising the mover-off.

3. The cost of materials custom made for this Agreement which cannot be used by the Contractor in the normal course of his business, and which have not been paid for by City in progress payments.

4. All costs shall not include any markups as might otherwise be allowed by any plans or specifications which were a part of the Agreement.

The provisions of this paragraph shall supersede any other provision of the Agreement or any provision of any plans, specification, addendums or other documents which are or may become a part of this Agreement. City and Contractor agree that the provisions of this paragraph are a substantive part of the consideration for this Agreement.

8.23 Responsibility for Errors. Contractor shall be responsible for its work and results under this Agreement. Contractor, 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 Contractor occurs, then Contractor shall, at no cost to City, provide all necessary design drawings, estimates and other Contractor 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.

8.24 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, this Agreement shall govern over the document referenced.

8.25 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.

8.26 No Third-Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Contractor 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.

8.27 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.

8.28 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.

8.29 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.

8.30 Funding Source Conditions – Contractor's Obligation. Contractor acknowledges that the City may be paying for the Project by using funds it receives or will receive from various funding sources in the form of grants and/or subsidies, and the like under certain terms and conditions. Contractor acknowledges and agrees that any failure of the Contractor and/or its subcontractors to perform its obligations under the Contract, including, but not limited to, timely submitting accurate reports and records, that in any way results in the City not meeting the terms and conditions placed on the funds by the funding source, or forfeiting its entitlement to or, otherwise, not receiving, the funds, then the Contractor shall be liable to pay the City for the funds not granted to the City on the Project.

8.31 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.

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

CITY OF PLACENTIA,
A municipal corporation and Charter City

_____ Date: _____
Mayor

ATTEST:

_____
Robert S. McKinnell, City Clerk

CONTRACTOR

_____ Date: _____
Signature

_____
Name and Title

_____
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

_____ Date: _____
Christian L. Bettenhausen, City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____
Rosanna Ramirez, Acting Deputy City Administrator

LABOR AND MATERIAL PAYMENT BOND
PUBLIC WORK (CALIFORNIA)

KNOW ALL MEN BY THESE PRESENT:

WHEREAS, _____, as Principal, has entered into a contract dated _____, with the City of Placentia (Obligee) referred to and made a part hereof to perform the following work, to wit: _____ _____ and all appurtenant work in accordance with PROJECT NO. _____, which requires Principal to file this bond to secure claims made in relation to the project.

NOW THEREFORE, we, _____, as Principal, and _____, a corporation organized under the laws of _____ 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 _____ Dollars ($ .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 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 _____ day of _____, 20__.

(Corporate Seal)

_____
Principal

By_____

_____
Title

(Corporate Seal)

_____
Principal

By_____

_____
Title

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

(Use of City form is required)

SUPPLEMENTAL INFORMATION TO BE COMPLETED BY PRINCIPAL

If an individual, so state. If a firm or co-partnership, state the firm and give the names of all individual co-partners composing the partnership. If a Corporation, state legal name of corporation; state also the names of the president, secretary, treasurer and manager thereof.

_____

_____

_____

Business Address:

_____

_____

_____

Telephone Number: _____

Date: _____

Print Name: _____
Principal

Signature: _____
Title

(Use of City form
is required)

TAX IDENTIFICATION NUMBER

The Tax Equity and Fiscal Responsibility Act of 1982 requires the payer (City of Placentia) to report to the Internal Revenue Service taxable payments to payees.

You (as a payee) are required by law to provide us with your Taxpayer Identification Number (if an individual or partnership, your Social Security Number). If you do not provide us with your correct identification number, you may be subject to a penalty imposed by the Internal Revenue Service. The payments subject to withholdings may include, but are not limited to, interest, dividends, or other payments the City of Placentia and/or the Placentia Redevelopment Agency made to you. Other payments may include rents, royalties, commissions and fees for service of non-employees.

If you are exempt from income tax, we are still required, by law, to maintain a Tax Identification Number on file. **PLEASE PROVIDE YOUR TAX IDENTIFICATION NUMBER next to the appropriate listing below, sign, date and return to:**

CITY OF PLACENTIA FINANCE DEPARTMENT
401 E. Chapman
Placentia, CA 92870

Exempt: Yes__ No___ Telephone ( ) _____

CORPORATION: _____

U.S.A. OR ANY AGENCIES THEREOF: _____

IRS CODE #501 TAX-EXEMPT ORGANIZATION: _____

A NON-COMMISSIONED CITY OF PLACENTIA EMPLOYEE: _____

SOLE PROPRIETOR: _____

A PARTNERSHIP: _____

OTHER: _____(Explain)

Signature/Title: _____ Date: _____

BID GUARANTEE

TO THE CITY OF PLACENTIA
PROJECT NO. _____

As a material inducement to the City to award the contract for Project No. _____ to ____ _____, the undersigned ("Guarantor") has agreed to enter into this guarantee. The Guarantor hereby unconditionally guarantees to the fullest extent allowed by law the following work included in this project: _____ ("the work").

Guarantor guarantees that the materials and equipment used by itself and its subcontractors will be free from defects and that the work will conform to the plans and specifications. Should any of the materials or equipment prove defective or should the work as a whole, or any part thereof, prove defective for any reason whatsoever (except due to intentional torts by the City), or should the work as a whole or any part thereof fail to operate properly or fail to comply with the plans and specifications, Guarantor will, at the City's sole election: 1) reimburse the City, upon written demand, for all of the City's expenses incurred replacing or restoring any such equipment or materials, including the cost of any work necessary to make such replacement or repairs; or 2) replace any such defective material or equipment and repair said work completely, all without any cost to the City. Guarantor further guarantees that any such repair work will conform to the plans and specifications for the project. This guarantee will remain in effect for five years from the date on which the contracted for work is accepted for use by the City.

Guarantor understands and agrees that the City shall have the unqualified option to make any replacements or repairs itself or to have such replacement, repair, performed by the undersigned. The City shall have no obligation to consult with Guarantor before the City proceeds to perform any repair, replacement, or work itself. If the City elects to have Guarantor perform said repair, replacement, or work, Guarantor agrees that the repair, replacement, or work shall be performed within 15 days after receipt of a written demand from the City.

If the City elects to perform the replacement, repairs itself, Guarantor agrees to make reimbursement payment within 15 days after receipt of a written demand for payment from the City.

If the Guarantor fails or refuses to comply with this guarantee, the City shall be entitled to all costs and expenses, including attorneys and expert fees, reasonably incurred by reason of Guarantor's failure or refusal.

Guarantor Date:_____

Contractor:_____ By:_____

Title:_____

STATEMENT OF NON-COLLUSION BY CONTRACTOR

The undersigned who submits herewith to the City of Placentia a bid or proposal does hereby certify:

a. That all statements of fact in such bid or proposal are true;

b. That such bid or proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

c. That such bid or proposal is genuine and not collusive or sham;

d. That said bidder has not, directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the City of Placentia or of any other bidder or anyone else interested in the proposed procurement;

e. Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid or proposal, or that anyone should refrain from bidding or withdraw his bid or proposal;

f. Did not in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the bid or proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his bid or proposal price, or that of anyone else;

g. Did not, directly or indirectly, submit his bid or proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member agent thereof, or to any individual or group of individuals, except to the City of Placentia, or to any person or persons who have a partnership or their financial interest with said bidder in his business.

h. Did not provide, directly or indirectly to any officer or employee of the City of Placentia any gratuity, entertainment, meals, or anything of value, whatsoever, which could be objectively construed as intending to invoke any form of reciprocation or favorable treatment.

i. That no officer or principal of the undersigned firm is related to any officer or employee of the city by blood or marriage within the third degree or is employed, either full or part time, by the City of Placentia either currently or within the last two (2) years.

j. That no officer or principal of the undersigned firm nor any subcontractor to be engaged by the principal has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy or any other act in violation of any state or federal antitrust law in connection with the bidding upon award of, or performance of, any public work contract, with any public entity, within the last three years.

I certify, under penalty of perjury under the laws of the State of California, that the foregoing is true and correct and that this certification was executed:

On_____at_____California.

Firm_____ _____
(Signature)

Street_____ _____
(Print Name & Title)

City_____State_____Zip_____

CITY OF PLACENTIA
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENT: That,

WHEREAS, the CITY OF PLACENTIA (hereinafter called the "City") has awarded to _____., a California corporation (hereinafter "Principal"), an Agreement, dated _____, 20___ ("Agreement") whereby Principal agreed to provide construction services including_____;

WHEREAS, the Public Work to be performed by the Principal is more particularly set forth in the Agreement which is incorporated herein by reference and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Agreement to furnish a bond for the faithful performance of the Agreement;

NOW, THEREFORE, we, _____., as Principal, and_____ as Surety, are held and firmly bound unto the City in the sum of _____
Dollars ($_____) this amount being not less than one hundred percent (100%) of the total contract price under Agreement, lawful money of the United States of America for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, the obligation shall become null and void if the above-bounded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by well and truly keep and perform all the undertakings, terms, covenants, conditions, and agreements in the said Agreement and any alteration thereof, made as therein provided, all within the time and in the manner therein designated and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City, its officer, agents and employees, as therein stipulated; otherwise it shall be and remain in full force and virtue.

As a part of the obligation secured hereby, and in addition to the face amount specified, costs and reasonable expenses and fees shall be included, including reasonable attorneys' fees, incurred in successfully enforcing the obligation on the bond, all to be taxed as costs and included in any judgment rendered.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Agreement, the contract documents or of the work to be performed thereunder, shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extensions of time, alteration or modification of Agreement, the contract documents or of the work to be performed thereunder.

Surety's obligation shall be a guarantee of payment and performance and shall not be diminished by any bankruptcy or reorganization in bankruptcy or liquidation or the result of the foregoing or otherwise of Principal. Accordingly, the filing of any petition in bankruptcy or for rearrangement or reorganization or liquidation (or proceedings similar in purpose or effect) of Principal under any federal or state laws ("Insolvency Case") will not toll or delay the date due for payment or performance hereunder as more particularly specified in of the Construction Management Agreement. The City shall be not be required to await the outcome of an Insolvency Case or to enforce any of their respective rights under the Agreement, respectively, prior to obtaining payment in full from Surety. If for any reason payment received by the City in respect of the obligations of the Principal under the Agreement guaranteed pursuant to this bond is rescinded or must be returned or restored by the City, this bond shall be automatically reinstated and shall continue to be in effect as if such payment had not been made.

Collection of liquidated damages by City due to Principal's failure to timely achieve Substantial Completion shall not limit, modify, or act as an offset or credit against Surety's obligation to arrange for or cause the completion of the Public Work as and when required by the Agreement.

IN WITNESS WHEREOF three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety named herein, on the _____ day of _____
_____, 20___, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(Seal) (Seal)

SURETY

By _____

_____

_____

_____
ADDRESS

APPROVED:

_____
CITY ATTORNEY

PRINCIPAL

By X_____

X_____

_____

_____
ADDRESS

Two (2) Notarized Signatures required from all Corporations.

INSTRUCTIONS

1. The above bond must be executed by both the Principal and the Surety.
2. If the Principal is a corporation, the bond must be executed in the corporate name and signed by the President or a Vice-President and the Secretary or Assistant Secretary, and the corporate seal affixed. If the Principal is a partnership, all partners must sign it. If the Principal is an individual doing business under a fictitious name, it must be signed by all persons having an interest in the business, and the fictitious name must be signed also. The bond must be notarized by both the Principal and the Surety.
3. The City Attorney of the City of Placentia must approve the bond.
4. The bond, after approval, must be filed with the City Clerk of the City of Placentia.

EXHIBIT A

SCOPE OF SERVICES

ATTACHMENT 2

EXHIBIT B

SCHEDULE OF PERFORMANCE

ATTACHMENT 2

EXHIBIT C

INSURANCE REQUIREMENTS

Contractor shall maintain and shall require all its subcontractors, consultants, and other agents to maintain the insurance listed below. Any requirement for insurance to be maintained after completion of the work shall survive this agreement.

CITY reserves the right to review any and all of the required insurance policies and/or endorsements but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this agreement.

A. Workers Compensation & Employers Liability Insurance

- Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- Employers Liability with limits of $1,000,000 per Accident; $1,000,000 Disease per employee; $1,000,000 Disease per policy.
- The policy shall include a written waiver of the insurer's right to subrogate against CITY.
- Required Evidence of Coverage:
    1. Subrogation waiver endorsement; and
    2. Properly completed Certificate of Insurance.

B. General Liability Insurance

- Commercial General Liability Insurance no less broad than Insurance Services Office (ISO) form CG 00 01.
- Coverage shall be on a standard occurrence form. Claims-Made forms are not acceptable without prior written consent. Modified, limited or restricted Occurrence forms are not acceptable without prior written consent.
- Minimum Limits: $1,000,000 per Occurrence; $2,000,000 General Aggregate; $2,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each project. The required

limits may be provided by a combination of General Liability Insurance and Commercial Excess or Umbrella Liability Insurance. If contractor maintains higher limits than the specified minimum limits, CITY requires and shall be entitled to coverage for the higher limits maintained by contractor.

- Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by CITY. Contractor is responsible for any deductible or self-insured retention and shall fund it upon CITY'S written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving CITY.
- Coverage shall be continued for one (1) year after completion of the work.
- CITY shall be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the contractor. CITY shall continue to be an additional insured for completed operations for (1) year after completion of the work.
- The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard ("f" definition of insured contract in ISO form CG 00 01, or equivalent).
- The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- The policy shall cover inter-insured suits and include a "Separation of Insureds" or "severability" clause which treats each insured separately.
- The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against all persons or entities that are, or are required to be, additional insureds.
- The policy shall not contain a Contractors' Warranty or other similar language which eliminates or restricts insurance because of a subcontractor's failure to carry specific insurance or to supply evidence of such insurance.

- Required Evidence of Coverage:
    1. Copy of the additional insured endorsement or policy language granting additional insured status; (The City of Placentia, its officers, employees, representatives, attorneys, and volunteers shall be named as additional named insureds with respect to: liability arising out of activities performed by or on behalf of the Contractor and all Subcontractors pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Contractor and all Subcontractors; automobiles owned, leased, hired, or borrowed by the Contractor and all Subcontractors.)
    2. Copy of the endorsement or policy language indicating that coverage applicable to the additional insureds is primary and non-contributory;
    3. Properly completed Certificate of Insurance; and
    4. Completed and signed Agent/Broker Questionnaire with supporting documentation as required.

C. Automobile Liability Insurance

- Minimum Limit: $1,000,000 combined single limit per accident.
- Coverage shall apply to all owned, hired and non-owned vehicles.
- CITY shall qualify as an insured.
- Required Evidence of Coverage:
    1. Copy of the endorsement or policy language indicating that CITY is an insured; and
    2. Properly completed Certificate of Insurance.

D. Contractors Pollution Liability Insurance

- Minimum Limits: $1,000,000 per Pollution Incident; $1,000,000 Aggregate;
- Coverage shall apply to pollution incidents at or from any location at which Contractor is performing work under this agreement.
- Any deductible or self-insured retention shall be shown on the Certificate

of Insurance. If the deductible or self-insured retention exceeds $25,000 it shall be approved in advance by CITY. Contractor is responsible for any deductible or self-insured retention and shall fund it upon CITY written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving CITY.

- CITY shall be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the Contractor. Additional insured status shall continue for one (1) year after completion of the work.
- The insurance provided to the additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by them.
- If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of work.
- The insurance shall be continued for one (1) year after completion of the work. If the insurance is on a Claims-Made basis, the continuation coverage may be provided by: (a) renewal of the existing policy; (b) an extended reporting period endorsement; or (c) replacement insurance with a retroactive date no later than the commencement of the work.
- Required Evidence of Coverage:
    1. Copy of the additional insured endorsement or policy language granting additional insured status;
    2. Copy of the endorsement or policy language indicating that coverage for the additional insureds is primary and non-contributory;
    3. Properly completed Certificate of Insurance.

E. Surety Bonds

- Bid bond.
- Performance and payment bonds for the entire contract price.
- The surety must be authorized to issue these bonds in the state of

California.

F. Standards for Insurance Companies

- Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

G. Documentation

- The Certificate of Insurance shall include the following reference: [ ]
- The name and address for Additional Insured endorsements and Certificates of Insurance is: City of Placentia
- Contractor 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; or (3) the deductible or self-insured retention is increased.
- Current Evidence of Coverage shall be provided for the entire required period of insurance.
- Upon written request, certified copies of required insurance policies shall be provided within thirty (30) days.

EXHIBIT D

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

ATTACHMENT 2

EXHIBIT E

CLAIMS PROCEDURE

SUMMARY OF PUBLIC CONTRACT CODE § 9204

The following procedure will apply to any claims by the Contractor on the City:

A "claim" is a separate demand on the City by a contractor on a public works project and sent by registered mail or certified mail with return receipt requested, for one or more of the following:

- A time extension, including relief from penalties for delay
- Payment by the City of money damages under the terms of the contract
- Payment of an amount that is disputed by the City

Initial Review

The claim must be supported by appropriate documentation. The City has 45 days within which to review the claim and provide the contractor with a written statement identifying the disputed and undisputed portions of the claim. If the City does not issue a written statement, the claim is deemed rejected in its entirety. The City will pay any undisputed portion of the claim within 60 days of issuing the statement.

Meet & Confer

If the contractor disputes the City's written response, or if the City does not issue one, the contractor may request in writing an informal conference to meet and confer for possible settlement of the claim. The City will schedule the meet and confer conference within 30 days of this request and provide a written statement identifying the remaining disputed and undisputed portions of the claim within 10 business days of the meet and confer. The City will pay the undisputed portion within 60 days of issuing this statement.

Mediation

With respect to any disputed portion remaining after the meet and confer, the City and contractor will submit the matter to nonbinding mediation, agree to a mediator within 10 business days after issuing the written statement, and share mediation costs equally. If mediation is unsuccessful, then the terms of the public works agreement and applicable law will govern resolution of the dispute.

Miscellaneous Provisions

Amounts not paid by the City in a timely manner bear interest at 7% per annum. Subcontractors may submit claims via this procedure through the general contractor. The City and contractor may waive the requirement to mediate but cannot otherwise waive these claim procedures.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/23/2021

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

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

PRODUCER	CONTACT NAME: Nicholas Long
Prosource Insurance Services 4625 Acacia Ave. La Mesa CA 91941	PHONE (A/C, No, Ext): 619-469-6900 FAX (A/C, No): E-MAIL ADDRESS: service@prosourceia.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Garza Construction, Inc. PO Box 993 Glendora CA 91740	INSURER A: James River Ins. Co.	12203
	INSURER B: AmGUARD Insurance Company	42390
	INSURER C: Falls Lake Fire & Casualty	15884
	INSURER D:	
	INSURER E:	
	INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	000960941	10/8/2020	10/8/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y		EDAU253959	2/5/2021	2/5/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) COMP/COLL DED	$ 1,000,000 $ $ $ $ 500/$500
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE [ ]	$ $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	1ATCA16004097-0	10/1/2020	10/1/2021	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

Cancellation 10 days non payment, 30 days all other.
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 are named as Additional Insured as per attached endorsement.
Re: The Renovation of Koch Park Restrooms.

CERTIFICATE HOLDER

City of Placentia
401 E Chapman Avenue
Placentia CA 92870

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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POLICY NUMBER: 00096094-1

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Where required by written contract or written agreement.	All operations of the Named Insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

© ISO Properties, Inc., 2004

POLICY NUMBER: 00096094-1

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Where required by written contract or written agreement.	All operations of the Named Insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

© ISO Properties, Inc., 2004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

Name Of Additional Insured Person(s) Or Organization(s):
If no entry appears above, this endorsement applies to all Additional Insureds covered under this policy.

Any coverage provided to an Additional Insured under this policy shall be excess over any other valid and collectible insurance available to such Additional Insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance apply on a primary and noncontributory basis.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

ATTACHMENT 2

POLICY NUMBER: 00096094-1

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
Where required by written contract or written agreement.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

© Insurance Services Office, Inc., 2008

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY LIMITATION – AMENDED AGGREGATE LIMITS OF INSURANCE PER PROJECT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS COMBINED LIABILITY POLICY

SECTION III – LIMITS OF INSURANCE - The General Aggregate Limit applies separately to each "Project" of the Named Insured.

Notwithstanding the application of the General Aggregate Limit to each "Project" of the Named Insured, under no circumstances will we pay more than **$5,000,000** for all claims under this policy that are subject to the General Aggregate limit.

For the purpose of this endorsement, the following definition is added:

"Project" means all work done by you or on your behalf, away from premises owned or rented to you, to complete an individual bid or negotiated contract to provide services for a specified period of time. Multiple jobs, work orders, purchase orders, or work done at multiple "locations" under one contract are not separate "projects" within the meaning of this coverage.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

ATTACHMENT 2

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED WHEN REQUIRED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

This provision does not apply in regard to any ownership, maintenance or use of the additional insured's "autos."

Additional Insured When Required by Contract

(1) Paragraph **A.1. – WHO IS AN INSURED – of Section II – Liability Coverage** is amended to add:

d. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

(1) During the policy period, and

(2) Subsequent to the execution of such written contract, and

(3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

(a) The limits of insurance specified in the written contract or written agreement; or

(b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that the insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If another person or organization is added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in **A. Loss Conditions 2. – Duties In The Event Of Accident, Claim, Suit Or Loss – of SECTION IV – BUSINESS AUTO CONDITIONS**, in the same manner as the Named Insured.

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POLICY EDAU253959

GUARD INSURANCE GROUP
a Berkshire Hathaway company

BizGUARD Plus
Comp • Businessowner's • Auto • Umbrella

COMMERCIAL AUTO
BA 99 02 09 08

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 04 03 06**
(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

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 2.5% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	**Job Description**
Blanket Waiver of Subrogation	As respects to all CA jobs performed by the named insured during the policy period where by written contract a waiver of subrogation is required prior to the commencement of work.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10-01-2020
Insured
Garza Construction, Inc. (A Corp)

Policy No. 1ATCA16004097-0
Insurance Company
Accredited Surety and Casualty Company,Inc.

Endorsement No.

Countersigned By _____

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DocuSign Envelope ID: 9736AFE1-84E0-470F-8B19-EF2056797F59

PROSOURCE insurance services, inc.

PROFESSIONAL LIABILITY INSURANCE PROPOSAL PREPARED: 6/25/2021

GARZA CONSTRUCTION, INC

POLICY LIMITS:	AGGREGATE (TOTAL LIMIT)	$1,000,000
	PER CLAIM	$1,000,000
	DEDUCTIBLE	$5,000

CARRIER: TOKIO MARINE SPECIALTY INSURANE COMPANY
AM BEST RATED A 15
CALIFORNIA NON-ADMITTED CARRIER

RATING BASIS: GROSS SALES - $910,000

COMMENTS:	POLICY TYPE	CLAIMS MADE
	CERTIFICATES OF INSURANCE	INCLUDED

COVERAGE IS PROVIDED ON A 12 MONTH TERM

TOTAL	$2,990
DEPOSIT	$1,579

TERMS AND CONDITIONS: DEPOSIT AMOUNT IS NON-REFUNDABLE UPON INCEPTION OF POLICY. POLICY COST INCLUDES ALL AGENCY, POLICY, AND BROKER FEES. WHEN USING SUBCONTRACTORS, YOU MUST OBTAIN CERTIFICATES OF INSURANCE NAMING YOUR COMPANY AS AN ADDITIONAL INSURED. ALL SUBCONTRACTORS USED SHOULD HAVE AN IN-FORCE GENERAL LIABILITY POLICY WITH GREATER OR EQUAL LIMITS OF LIABILITY THAN YOUR OWN. THIS PROPOSAL IS NOT A LEGAL INTERPRETATION OF COVERAGE AND IS INTENDED ONLY AS A BRIEF DESCRIPTION. ALL TERMS, CONDITIONS, AND EXCLUSIONS OF THE POLICY YOU PURCHASE WILL APPLY. A COPY OF THIS POLICY IS AVAILABLE FOR YOUR REVIEW IF REQUESTED. THIS POLICY COVERS YOUR BUSINESS FOR CLASSES OF BUSINESS THAT ARE LISTED ON YOUR APPLICATION ONLY. NO COVERAGE IS BOUND UNTIL THE INSURANCE CARRIER APPROVES AND BINDS YOUR POLICY. PLEASE ALLOW UP TO 30 DAYS FOR THE INSURANCE CARRIER TO ISSUE YOUR POLICY NUMBER. ADDITIONAL INSUREDS CANNOT BE ISSUED WITHOUT A POLICY NUMBER. GREATER LIMITS MAY BE AVAILABLE. ADDITIONAL COVERAGES ARE AVAILABLE. DOCUMENT(S), OR CONVERSATION(S) WILL BE SUBJECT TO BINDING ARBITRATION. ALL HEARINGS IN ARBITRATION SHALL BE HELD IN SAN DIEGO, CALIFORNIA BY CHOICE OF PROSOURCE INSURANCE SERVICES, INC. REPRESENTATIVE IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA. THE ARBITRATOR'S AWARD SHALL BE FINAL.

THIS PROPOSAL AUTHORIZED BY:
Nicholas Long
LICENSE #0G21743

INSURED'S SIGNATURE (I AGREE TO THE ABOVE TERMS AND CONDITIONS)

4625 ACACIA AVE. LA MESA, CA 91941
619.469.9600 fax.619.469.6600
www.ProSourceIA.com
Lic#0J08577

ATTACHMENT 2

Forms and Endorsements

FORM SCHEDULE - POLICY		
Form Number	Edition Date	Form Title
ASL CA 01	01 97	California SL 1 Form
Report_a_Claim	09/15	How to Report a Claim
TMSIC-SOS-CA	09/13	Service of Suit
TMSIC-JACKET1	02/13	Policy Jacket
CPD-PIC	01/07	COMMON POLICY DECLARATIONS
PIC-TMNOTICE2	06/15	Privacy Policy Notice

FORM SCHEDULE - CONTRACTORS ENVIRONMENTAL		
Form Number	Edition Date	Form Title
PIC-EVCN-002D	09/13	Contractors Environmental Coverage Claims-Made Declarations
PIC-EVCN-002	05/14	Contractor Environmental Liability Coverage
PI-EVCN-111	10/13	Minimum Earned Premium Schedule
PIC-EVP-146	02/16	Cap on Losses from Certified Acts of Terrorism

Note: Some forms may apply to multiple coverage lines.

Subjectivities: These terms are subject to review of additional documentation at which time pricing is subject to change or policy may be cancelled:

- Signed and Dated Application

Conditions: This proposal is valid for 30 days from the date of proposal listed above. The terms and conditions of this proposal may differ from specifications originally requested. Please call if you have any questions.

ATTACHMENT 2

TOKIO MARINE HCC

Underwriting Questions

1) Does the applicant or applicant's company have knowledge of any pollution claims or anticipated pollution claims which have not been reported or any circumstances, incidences or damages that a reasonably prudent contractor might expect to give rise to a claim?
   No.
2) Has your company experienced significant shifts in services in the last two (2) years?
   No.
3) Do you anticipate any significant shifts in services in the next two (2) years?
   No.

ATTACHMENT 2

Notice To Applicant

APPLICABLE IN MAINE: WHEREVER THE WORD "WARRANTS" APPEARS IN THIS APPLICATION, IT MEANS "REPRESENTS", AND YOU AND WE AGREE THAT WARRANTIES ARE REPRESENTATIONS.

BY SIGNING THIS APPLICATION, THE APPLICANT WARRANTS AND REPRESENTS THAT EACH OF THE FACTS AND REPRESENTATIONS CONTAINED IN THIS APPLICATION, ALONG WITH ALL OTHER INFORMATION SUPPLIED BY OR ON BEHALF OF THE APPLICANT, ARE TRUE, COMPLETE AND ACCURATE. IT IS FURTHER UNDERSTOOD THAT THE APPLICANT'S SIGNATURE IS BINDING WITH RESPECT TO ALL FUTURE APPLICATIONS AND/OR RENEWALS.

THE APPLICANT UNDERSTANDS AND AGREES THAT TOKIO MARINE SPECIALTY INSURANCE COMPANY ("THE COMPANY") HAS RELIED UPON THE INFORMATION CONTAINED IN THIS APPLICATION TO DETERMINE ELIGIBILITY AND ACCEPTABILITY OF THE RISKS, RATES AND COVERAGE. IF THE APPLICANT DISCOVERS, AT ANY TIME, THAT ANY FACT OR REPRESENTATION MADE IN THIS OR IN ANY OTHER ELECTRONIC OR PHYSICAL DOCUMENT PROVIDED BY OR ON BEHALF OF THE APPLICANT TO THE COMPANY IS FALSE, MISLEADING OR INACCURATE IN ANY MANNER, THE APPLICANT MUST INFORM THE COMPANY OF SUCH CHANGE, IN WRITING, AND ANY POLICY ISSUED BEFORE SUCH NOTIFICATION IS SUBJECT TO IMMEDIATE CANCELLATION.

THE APPLICANT WARRANTS THAT THE INFORMATION PROVIDED IN THIS APPLICATION RELATED TO THE APPLICANT'S CLAIMS AND LOSS HISTORY IS CORRECT AND ACCURATE. THE APPLICANT, BY STATING THAT THERE HAVE BEEN NO LOSSES WITHIN THE LAST 3 YEARS, WARRANTS THAT THERE HAVE BEEN NO LOSSES OR CLAIMS FILED AGAINST ANY POLICY WHERE THE APPLICANT WAS THE NAMED INSURED FOR THE PREVIOUS 3 YEARS. IF THERE WERE CLAIMS/LOSSES MEETING THESE CRITERIA, ALL KNOWN INFORMATION REGARDING THESE CLAIMS/LOSSES HAS BEEN SUBMITTED TO THE COMPANY AS A PART OF THIS APPLICATION.

THE APPLICANT UNDERSTANDS THAT ANY MISREPRESENTATIONS OR OMISSIONS SHALL CONSTITUTE GROUNDS FOR RECISSION OF COVERAGE AND DENIAL OF CLAIMS.

THE APPLICANT HEREBY AUTHORIZES THE COMPANY TO CONDUCT ANY INVESTIGATION AND INQUIRY IN CONNECTION WITH THIS APPLICATION AS IT MAY DEEM NECESSARY.

THE TERMS, PROVISIONS, CONDITIONS, LIMITATIONS AND EXCLUSIONS CONTAINED IN THE INSURANCE POLICY ISSUED BY THE COMPANY MAY DIFFER SUBSTANTIALLY FROM THOSE CONTAINED IN MANY OTHER INSURANCE POLICIES. YOU SHOULD CAREFULLY REVIEW THE ENTIRE INSURANCE POLICY WITH YOUR AGENT OR OTHER INSURANCE PROFESSIONAL TO ENSURE YOUR UNDERSTANDING OF THE COVERAGE IT PROVIDES, AS WELL AS THE COVERAGE EXCLUDED AND YOUR RIGHTS AND OBLIGATIONS UNDER THE INSURANCE POLICY.

THE APPLICANT HEREBY ACKNOWLEDGES THAT THE FULL ANNUAL PREMIUM FOR ANY POLICY IS DUE AND PAYABLE AT THE BEGINNING OF THE POLICY PERIOD UNLESS THE POLICY IS ISSUED ON AN INSTALLMENT BILLING PLAN. THE APPLICANT MAY BE GIVEN THE OPTION OF SELECTING AN INSTALLMENT BILLING PLAN WHICH WILL BE ADMINISTERED BY A THIRD-PARTY VENDOR. THERE IS NO REQUIREMENT BY THE COMPANY THAT THIS OPTION BE SELECTED. HOWEVER, IF THE APPLICANT DOES SELECT THE INSTALLMENT BILLING PLAN OPTION, THE APPLICANT AGREES TO ACCEPT ALL TERMS AND CONDITIONS OF THE INSTALLMENT BILLING PLAN.

APPLICABLE IN ALL STATES OTHER THAN KANSAS, MICHIGAN, MONTANA, SOUTH CAROLINA, SOUTH DAKOTA, AND VIRGINIA: THE APPLICANT HEREBY ACKNOWLEDGES THAT ALL POLICY FEES ARE FULLY EARNED AT THE INCEPTION DATE OF THE POLICY AND ARE NOT RETURNABLE IF THE POLICY IS CANCELLED.

APPLICABLE IN KANSAS, MICHIGAN, MONTANA, SOUTH CAROLINA, SOUTH DAKOTA, AND VIRGINIA: THE APPLICANT HEREBY ACKNOWLEDGES THAT ALL POLICY FEES ARE ENTIRELY DUE AT THE INCEPTION DATE OF THE POLICY AND ARE SUBJECT TO PRO-RATA REFUND IF THE POLICY IS CANCELLED.

APPLICABLE IN MISSOURI AND NORTH CAROLINA: THE APPLICANT HEREBY ACKNOWLEDGES THAT FEES MAY APPLY TO THIS POLICY, INCLUDING BUT NOT LIMITED TO AN INSUFFICIENT FUNDS FEE OF $20.00, A REINSTATMENT FEE OF $25.00, AND A VARIABLE POLICY FEE.

THE UNDERSIGNED, BEING AUTHORIZED BY AND ACTING ON BEHALF OF THE PROSPECTIVE INSURED(S), REPRESENTS THAT THE ANSWERS, INFORMATION, FACTS AND REPRESENTATIONS GIVEN IN THIS APPLICATION ARE COMPLETE, TRUE AND ACCURATE. FAILURE TO PROVIDE TRUTHFUL ANSWERS AND ALL MATERIAL INFORMATION MAY RESULT IN THE COMPANY ELECTING TO DENY ALL CLAIMS RELATING TO OR CANCEL, REFORM AND/OR RESCIND THE INSURANCE POLICY.

MAINE FRAUD STATEMENT: IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, OR A DENIAL OF INSURANCE BENEFITS.

NEW JERSEY FRAUD STATEMENT: ANY PERSON WHO INCLUDES ANY FALSE OR MISLEADING INFORMATION ON AN APPLICATION FOR AN INSURANCE POLICY IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

OHIO FRAUD STATEMENT: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE/SHE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD.

VIRGINIA FRAUD STATEMENT: IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.

APPLICABLE IN FLORIDA: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.

Signature of Applicant: _____ Date: _____

Applicant's Name & Title* (Please Print): Edgar Garza

* Must be signed by a Principal, Partner, Officer or Director

Producing Agent Signature (FL and NH Only): _____ License No. _____

ATTACHMENT 2

DocuSign Envelope ID: 9736AFE1-84E0-470F-8B19-EF2056797F59

IMPORTANT NOTICE:

1. The insurance policy that you are applying to purchase is being issued by an insurer that is not licensed by the State of California. These companies are called "nonadmitted" or "surplus line" insurers.

2. The insurer is not subject to the financial solvency regulation and enforcement that apply to California licensed insurers.

3. The insurer does not participate in any of the insurance guarantee funds created by California law. Therefore, these funds will not pay your claims or protect your assets if the insurer becomes insolvent and is unable to make payments as promised.

4. The insurer should be licensed either as a foreign insurer in another state in the United States or as a non-United States (alien) insurer. You should ask questions of your insurance agent, broker, or "surplus line" broker or contact the California Department of Insurance at the toll-free number 1-800-927-4357 or internet website www.insurance.ca.gov. Ask whether or not the insurer is licensed as a foreign or non-United States (alien) insurer and for additional information about the insurer. You may also visit the NAIC's internet website at www.naic.org. The NAIC—the National Association of Insurance Commissioners—is the regulatory support organization created and governed by the chief insurance regulators in the United States.

5. Foreign insurers should be licensed by a state in the United States and you may contact that state's department of insurance to obtain more information about that insurer. You can find a link to each state from this NAIC internet website: https://naic.org/state_web_map.htm.

DocuSign Envelope ID: 9736AFE1-84E0-470F-8B19-EF2056797F59

6. For non-United States (alien) insurers, the insurer should be licensed by a country outside of the United States and should be on the NAIC's International Insurers Department (IID) listing of approved nonadmitted non-United States insurers. Ask your agent, broker, or "surplus line" broker to obtain more information about that insurer.

7. California maintains a "List of Approved Surplus Line Insurers (LASLI)." Ask your agent or broker if the insurer is on that list, or view that list at the internet website of the California Department of Insurance: www.insurance.ca.gov/01-consumers/120-company/07-lasli/lasli.cfm.

8. If you, as the applicant, required that the insurance policy you have purchased be effective immediately, either because existing coverage was going to lapse within two business days or because you were required to have coverage within two business days, and you did not receive this disclosure form and a request for your signature until after coverage became effective, you have the right to cancel this policy within five days of receiving this disclosure. If you cancel coverage, the premium will be prorated and any broker's fee charged for this insurance will be returned to you.

Date: _____

Insured: _____

D-1 (Effective January 1, 2020)

DocuSign Envelope ID: 9736AFE1-84E0-470F-8B19-EF2056797F59

PROSOURCE insurance services, inc.

QUICK-PAY OPTIONS

FAX BACK TO
(619)469-6600

1. Please choose one of the following billing options:

Policies cannot be bound until deposit or payment in full has been made. If the deposit is chosen, the remaining balance will either be A.) billed to you by the insurance carrier or B.) financed with a third party finance company. Finance charges apply. ProSource Insurance Services Inc. may receive compensation for arranging the finance agreement. **Your first payment will be due in 30 days.**

☐ **Payment In Full** _____

☐ **Deposit** _____

2. Please choose one of the following payment methods:

The following options will allow ProSource Insurance Services Inc to make a one-time charge for your deposit or payment in full.

☐ **Check by Fax**

TAPE CHECK HERE

Please make checks payable to ProSource Insurance Services Inc. Check by fax is a quick way to make your payment without having to wait for mail delivery. There is no charge for this service. Please keep the original check for your records.

To complete your check by fax payment, make the check out as normal and tape it over the surrounding box, or attached the check as a separate page.

TAPE CHECK HERE

☐ **Credit/Debit Card**

Visa, Mastercard, American Express and Discover accepted. There is no charge for card payments made up to $3,000. 3.5% fee will be applied to the entire amount if payment is over $3,000.

Name On Card: _____

Card Number: _____

EXP **CSV**

Billing Address: _____

Required for any payment

INSURED'S SIGNATURE *(I agree to the above terms and conditions)* _____

ATTACHMENT 2

ProSource Insurance Services, Inc.
4625 Acacia Ave. La Mesa, CA 91941 | PH: (619)469-9600 F: (619)469-6600

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/23/2021

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

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

PRODUCER	CONTACT NAME: Nicholas Long
Prosource Insurance Services 4625 Acacia Ave. La Mesa CA 91941	PHONE (A/C, No, Ext): 619-469-6900 FAX (A/C, No): E-MAIL ADDRESS: service@prosourceia.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : James River Ins. Co.	12203
INSURER B : AmGUARD Insurance Company	42390
INSURER C : Falls Lake Fire & Casualty	15884
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Garza Construction, Inc.
PO Box 993
Glendora CA 91740

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	000960941	10/8/2020	10/8/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y		EDAU253959	2/5/2021	2/5/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) COMP/COLL DED	$ 1,000,000 $ $ $ $ 500/$500
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE $	$ $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? [Y] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	1ATCA16004097-0	10/1/2020	10/1/2021	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

Cancellation 10 days non payment, 30 days all other.
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 are named as Additional Insured as per attached endorsement.
Re: The Renovation of Koch Park Restrooms.

CERTIFICATE HOLDER

City of Placentia
401 E Chapman Avenue
Placentia CA 92870

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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POLICY NUMBER: 00096094-1

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Where required by written contract or written agreement.	All operations of the Named Insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

© ISO Properties, Inc., 2004

POLICY NUMBER: 00096094-1

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Where required by written contract or written agreement.	All operations of the Named Insured.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

© ISO Properties, Inc., 2004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS

Name Of Additional Insured Person(s) Or Organization(s):
If no entry appears above, this endorsement applies to all Additional Insureds covered under this policy.

Any coverage provided to an Additional Insured under this policy shall be excess over any other valid and collectible insurance available to such Additional Insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance apply on a primary and noncontributory basis.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

POLICY NUMBER: 00096094-1

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
Where required by written contract or written agreement.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

POLICY LIMITATION – AMENDED AGGREGATE LIMITS OF INSURANCE PER PROJECT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS COMBINED LIABILITY POLICY

SECTION III – LIMITS OF INSURANCE - The General Aggregate Limit applies separately to each "Project" of the Named Insured.

Notwithstanding the application of the General Aggregate Limit to each "Project" of the Named Insured, under no circumstances will we pay more than **$5,000,000** for all claims under this policy that are subject to the General Aggregate limit.

For the purpose of this endorsement, the following definition is added:

"Project" means all work done by you or on your behalf, away from premises owned or rented to you, to complete an individual bid or negotiated contract to provide services for a specified period of time. Multiple jobs, work orders, purchase orders, or work done at multiple "locations" under one contract are not separate "projects" within the meaning of this coverage.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED WHEN REQUIRED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

This provision does not apply in regard to any ownership, maintenance or use of the additional insured's "autos."

Additional Insured When Required by Contract

(1) Paragraph **A.1. – WHO IS AN INSURED – of Section II – Liability Coverage** is amended to add:

d. When you have agreed, in a written contract or written agreement, that a person or organization be added as an additional insured on your business auto policy, such person or organization is an "insured", but only to the extent such person or organization is liable for "bodily injury" or "property damage" caused by the conduct of an "insured" under paragraphs a. or b. of Who Is An Insured with regard to the ownership, maintenance or use of a covered "auto."

The insurance afforded to any such additional insured applies only if the "bodily injury" or "property damage" occurs:

(1) During the policy period, and

(2) Subsequent to the execution of such written contract, and

(3) Prior to the expiration of the period of time that the written contract requires such insurance be provided to the additional insured.

(2) How Limits Apply

If you have agreed in a written contract or written agreement that another person or organization be added as an additional insured on your policy, the most we will pay on behalf of such additional insured is the lesser of:

(a) The limits of insurance specified in the written contract or written agreement; or

(b) The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to Limits of Insurance shown in the Declarations and described in this Section.

(3) Additional Insureds Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract or written agreement that the insurance is primary and non-contributory with the additional insured's own insurance.

(4) Duties in The Event Of Accident, Claim, Suit or Loss

If another person or organization is added as an additional insured on your policy, the additional insured shall be required to comply with the provisions in **A. Loss Conditions 2. – Duties In The Event Of Accident, Claim, Suit Or Loss – of SECTION IV – BUSINESS AUTO CONDITIONS**, in the same manner as the Named Insured.

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POLICY EDAU253959

GUARD INSURANCE GROUP
a Berkshire Hathaway company

BizGUARD Plus
Comp • Businessowner's • Auto • Umbrella

COMMERCIAL AUTO
BA 99 02 09 08

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us is amended by adding the following:

We waive any right of recovery we may have against any person or organization with whom you have a written contract that requires such waiver because of payments we make for damages under this Coverage Form.

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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY **WC 04 03 06**
(Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

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 2.5% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	**Job Description**
Blanket Waiver of Subrogation	As respects to all CA jobs performed by the named insured during the policy period where by written contract a waiver of subrogation is required prior to the commencement of work.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 10-01-2020
Insured
Garza Construction, Inc. (A Corp)

Policy No. 1ATCA16004097-0
Insurance Company
Accredited Surety and Casualty Company,Inc.

Endorsement No.

Countersigned By _____

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DocuSign Envelope ID: 9736AFE1-84E0-470F-8B19-EF2056797F59

PROSOURCE insurance services, inc.

PROFESSIONAL LIABILITY INSURANCE PROPOSAL PREPARED: 6/25/2021

GARZA CONSTRUCTION, INC

POLICY LIMITS:	AGGREGATE (TOTAL LIMIT)	$1,000,000
	PER CLAIM	$1,000,000
	DEDUCTIBLE	$5,000

CARRIER: TOKIO MARINE SPECIALTY INSURANE COMPANY
AM BEST RATED A 15
CALIFORNIA NON-ADMITTED CARRIER

RATING BASIS: GROSS SALES - $910,000

COMMENTS:	POLICY TYPE	CLAIMS MADE
	CERTIFICATES OF INSURANCE	INCLUDED

COVERAGE IS PROVIDED ON A 12 MONTH TERM

TOTAL	$2,990
DEPOSIT	$1,579

TERMS AND CONDITIONS: DEPOSIT AMOUNT IS NON-REFUNDABLE UPON INCEPTION OF POLICY. POLICY COST INCLUDES ALL AGENCY, POLICY, AND BROKER FEES. WHEN USING SUBCONTRACTORS, YOU MUST OBTAIN CERTIFICATES OF INSURANCE NAMING YOUR COMPANY AS AN ADDITIONAL INSURED. ALL SUBCONTRACTORS USED SHOULD HAVE AN IN-FORCE GENERAL LIABILITY POLICY WITH GREATER OR EQUAL LIMITS OF LIABILITY THAN YOUR OWN. THIS PROPOSAL IS NOT A LEGAL INTERPRETATION OF COVERAGE AND IS INTENDED ONLY AS A BRIEF DESCRIPTION. ALL TERMS, CONDITIONS, AND EXCLUSIONS OF THE POLICY YOU PURCHASE WILL APPLY. A COPY OF THIS POLICY IS AVAILABLE FOR YOUR REVIEW IF REQUESTED. THIS POLICY COVERS YOUR BUSINESS FOR CLASSES OF BUSINESS THAT ARE LISTED ON YOUR APPLICATION ONLY. NO COVERAGE IS BOUND UNTIL THE INSURANCE CARRIER APPROVES AND BINDS YOUR POLICY. PLEASE ALLOW UP TO 30 DAYS FOR THE INSURANCE CARRIER TO ISSUE YOUR POLICY NUMBER. ADDITIONAL INSUREDS CANNOT BE ISSUED WITHOUT A POLICY NUMBER. GREATER LIMITS MAY BE AVAILABLE. ADDITIONAL COVERAGES ARE AVAILABLE. DOCUMENT(S), OR CONVERSATION(S) WILL BE SUBJECT TO BINDING ARBITRATION. ALL HEARINGS IN ARBITRATION SHALL BE HELD IN SAN DIEGO, CALIFORNIA BY CHOICE OF PROSOURCE INSURANCE SERVICES, INC. REPRESENTATIVE IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA. THE ARBITRATOR'S AWARD SHALL BE FINAL.

THIS PROPOSAL AUTHORIZED BY:
Nicholas Long
LICENSE #0G21743

INSURED'S SIGNATURE (I AGREE TO THE ABOVE TERMS AND CONDITIONS)

4625 ACACIA AVE. LA MESA, CA 91941
619.469.9600 fax.619.469.6600
www.ProSourceIA.com
Lic#0J08577

Forms and Endorsements

FORM SCHEDULE - POLICY		
Form Number	Edition Date	Form Title
ASL CA 01	01 97	California SL 1 Form
Report_a_Claim	09/15	How to Report a Claim
TMSIC-SOS-CA	09/13	Service of Suit
TMSIC-JACKET1	02/13	Policy Jacket
CPD-PIC	01/07	COMMON POLICY DECLARATIONS
PIC-TMNOTICE2	06/15	Privacy Policy Notice

FORM SCHEDULE - CONTRACTORS ENVIRONMENTAL		
Form Number	Edition Date	Form Title
PIC-EVCN-002D	09/13	Contractors Environmental Coverage Claims-Made Declarations
PIC-EVCN-002	05/14	Contractor Environmental Liability Coverage
PI-EVCN-111	10/13	Minimum Earned Premium Schedule
PIC-EVP-146	02/16	Cap on Losses from Certified Acts of Terrorism

Note: Some forms may apply to multiple coverage lines.

Subjectivities: These terms are subject to review of additional documentation at which time pricing is subject to change or policy may be cancelled:

- Signed and Dated Application

Conditions: This proposal is valid for 30 days from the date of proposal listed above. The terms and conditions of this proposal may differ from specifications originally requested. Please call if you have any questions.

TOKIO MARINE HCC

Underwriting Questions

1) Does the applicant or applicant's company have knowledge of any pollution claims or anticipated pollution claims which have not been reported or any circumstances, incidences or damages that a reasonably prudent contractor might expect to give rise to a claim?
   No.
2) Has your company experienced significant shifts in services in the last two (2) years?
   No.
3) Do you anticipate any significant shifts in services in the next two (2) years?
   No.

Notice To Applicant

APPLICABLE IN MAINE: WHEREVER THE WORD "WARRANTS" APPEARS IN THIS APPLICATION, IT MEANS "REPRESENTS", AND YOU AND WE AGREE THAT WARRANTIES ARE REPRESENTATIONS.

BY SIGNING THIS APPLICATION, THE APPLICANT WARRANTS AND REPRESENTS THAT EACH OF THE FACTS AND REPRESENTATIONS CONTAINED IN THIS APPLICATION, ALONG WITH ALL OTHER INFORMATION SUPPLIED BY OR ON BEHALF OF THE APPLICANT, ARE TRUE, COMPLETE AND ACCURATE. IT IS FURTHER UNDERSTOOD THAT THE APPLICANT'S SIGNATURE IS BINDING WITH RESPECT TO ALL FUTURE APPLICATIONS AND/OR RENEWALS.

THE APPLICANT UNDERSTANDS AND AGREES THAT TOKIO MARINE SPECIALTY INSURANCE COMPANY ("THE COMPANY") HAS RELIED UPON THE INFORMATION CONTAINED IN THIS APPLICATION TO DETERMINE ELIGIBILITY AND ACCEPTABILITY OF THE RISKS, RATES AND COVERAGE. IF THE APPLICANT DISCOVERS, AT ANY TIME, THAT ANY FACT OR REPRESENTATION MADE IN THIS OR IN ANY OTHER ELECTRONIC OR PHYSICAL DOCUMENT PROVIDED BY OR ON BEHALF OF THE APPLICANT TO THE COMPANY IS FALSE, MISLEADING OR INACCURATE IN ANY MANNER, THE APPLICANT MUST INFORM THE COMPANY OF SUCH CHANGE, IN WRITING, AND ANY POLICY ISSUED BEFORE SUCH NOTIFICATION IS SUBJECT TO IMMEDIATE CANCELLATION.

THE APPLICANT WARRANTS THAT THE INFORMATION PROVIDED IN THIS APPLICATION RELATED TO THE APPLICANT'S CLAIMS AND LOSS HISTORY IS CORRECT AND ACCURATE. THE APPLICANT, BY STATING THAT THERE HAVE BEEN NO LOSSES WITHIN THE LAST 3 YEARS, WARRANTS THAT THERE HAVE BEEN NO LOSSES OR CLAIMS FILED AGAINST ANY POLICY WHERE THE APPLICANT WAS THE NAMED INSURED FOR THE PREVIOUS 3 YEARS. IF THERE WERE CLAIMS/LOSSES MEETING THESE CRITERIA, ALL KNOWN INFORMATION REGARDING THESE CLAIMS/LOSSES HAS BEEN SUBMITTED TO THE COMPANY AS A PART OF THIS APPLICATION.

THE APPLICANT UNDERSTANDS THAT ANY MISREPRESENTATIONS OR OMISSIONS SHALL CONSTITUTE GROUNDS FOR RECISSION OF COVERAGE AND DENIAL OF CLAIMS.

THE APPLICANT HEREBY AUTHORIZES THE COMPANY TO CONDUCT ANY INVESTIGATION AND INQUIRY IN CONNECTION WITH THIS APPLICATION AS IT MAY DEEM NECESSARY.

THE TERMS, PROVISIONS, CONDITIONS, LIMITATIONS AND EXCLUSIONS CONTAINED IN THE INSURANCE POLICY ISSUED BY THE COMPANY MAY DIFFER SUBSTANTIALLY FROM THOSE CONTAINED IN MANY OTHER INSURANCE POLICIES. YOU SHOULD CAREFULLY REVIEW THE ENTIRE INSURANCE POLICY WITH YOUR AGENT OR OTHER INSURANCE PROFESSIONAL TO ENSURE YOUR UNDERSTANDING OF THE COVERAGE IT PROVIDES, AS WELL AS THE COVERAGE EXCLUDED AND YOUR RIGHTS AND OBLIGATIONS UNDER THE INSURANCE POLICY.

THE APPLICANT HEREBY ACKNOWLEDGES THAT THE FULL ANNUAL PREMIUM FOR ANY POLICY IS DUE AND PAYABLE AT THE BEGINNING OF THE POLICY PERIOD UNLESS THE POLICY IS ISSUED ON AN INSTALLMENT BILLING PLAN. THE APPLICANT MAY BE GIVEN THE OPTION OF SELECTING AN INSTALLMENT BILLING PLAN WHICH WILL BE ADMINISTERED BY A THIRD-PARTY VENDOR. THERE IS NO REQUIREMENT BY THE COMPANY THAT THIS OPTION BE SELECTED. HOWEVER, IF THE APPLICANT DOES SELECT THE INSTALLMENT BILLING PLAN OPTION, THE APPLICANT AGREES TO ACCEPT ALL TERMS AND CONDITIONS OF THE INSTALLMENT BILLING PLAN.

APPLICABLE IN ALL STATES OTHER THAN KANSAS, MICHIGAN, MONTANA, SOUTH CAROLINA, SOUTH DAKOTA, AND VIRGINIA: THE APPLICANT HEREBY ACKNOWLEDGES THAT ALL POLICY FEES ARE FULLY EARNED AT THE INCEPTION DATE OF THE POLICY AND ARE NOT RETURNABLE IF THE POLICY IS CANCELLED.

APPLICABLE IN KANSAS, MICHIGAN, MONTANA, SOUTH CAROLINA, SOUTH DAKOTA, AND VIRGINIA: THE APPLICANT HEREBY ACKNOWLEDGES THAT ALL POLICY FEES ARE ENTIRELY DUE AT THE INCEPTION DATE OF THE POLICY AND ARE SUBJECT TO PRO-RATA REFUND IF THE POLICY IS CANCELLED.

APPLICABLE IN MISSOURI AND NORTH CAROLINA: THE APPLICANT HEREBY ACKNOWLEDGES THAT FEES MAY APPLY TO THIS POLICY, INCLUDING BUT NOT LIMITED TO AN INSUFFICIENT FUNDS FEE OF $20.00, A REINSTATMENT FEE OF $25.00, AND A VARIABLE POLICY FEE.

THE UNDERSIGNED, BEING AUTHORIZED BY AND ACTING ON BEHALF OF THE PROSPECTIVE INSURED(S), REPRESENTS THAT THE ANSWERS, INFORMATION, FACTS AND REPRESENTATIONS GIVEN IN THIS APPLICATION ARE COMPLETE, TRUE AND ACCURATE. FAILURE TO PROVIDE TRUTHFUL ANSWERS AND ALL MATERIAL INFORMATION MAY RESULT IN THE COMPANY ELECTING TO DENY ALL CLAIMS RELATING TO OR CANCEL, REFORM AND/OR RESCIND THE INSURANCE POLICY.

MAINE FRAUD STATEMENT: IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES MAY INCLUDE IMPRISONMENT, FINES, OR A DENIAL OF INSURANCE BENEFITS.

NEW JERSEY FRAUD STATEMENT: ANY PERSON WHO INCLUDES ANY FALSE OR MISLEADING INFORMATION ON AN APPLICATION FOR AN INSURANCE POLICY IS SUBJECT TO CRIMINAL AND CIVIL PENALTIES.

OHIO FRAUD STATEMENT: ANY PERSON WHO, WITH INTENT TO DEFRAUD OR KNOWING THAT HE/SHE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT IS GUILTY OF INSURANCE FRAUD.

VIRGINIA FRAUD STATEMENT: IT IS A CRIME TO KNOWINGLY PROVIDE FALSE, INCOMPLETE OR MISLEADING INFORMATION TO AN INSURANCE COMPANY FOR THE PURPOSE OF DEFRAUDING THE COMPANY. PENALTIES INCLUDE IMPRISONMENT, FINES AND DENIAL OF INSURANCE BENEFITS.

APPLICABLE IN FLORIDA: ANY PERSON WHO KNOWINGLY AND WITH INTENT TO INJURE, DEFRAUD, OR DECEIVE ANY INSURER FILES A STATEMENT OF CLAIM OR AN APPLICATION CONTAINING ANY FALSE, INCOMPLETE, OR MISLEADING INFORMATION IS GUILTY OF A FELONY OF THE THIRD DEGREE.

Signature of Applicant: _____ Date: _____

Applicant's Name & Title* (Please Print): Edgar Garza

* Must be signed by a Principal, Partner, Officer or Director

Producing Agent Signature (FL and NH Only): _____ License No. _____

DocuSign Envelope ID: 9736AFE1-84E0-470F-8B19-EF2056797F59

IMPORTANT NOTICE:

1. The insurance policy that you are applying to purchase is being issued by an insurer that is not licensed by the State of California. These companies are called "nonadmitted" or "surplus line" insurers.

2. The insurer is not subject to the financial solvency regulation and enforcement that apply to California licensed insurers.

3. The insurer does not participate in any of the insurance guarantee funds created by California law. Therefore, these funds will not pay your claims or protect your assets if the insurer becomes insolvent and is unable to make payments as promised.

4. The insurer should be licensed either as a foreign insurer in another state in the United States or as a non-United States (alien) insurer. You should ask questions of your insurance agent, broker, or "surplus line" broker or contact the California Department of Insurance at the toll-free number 1-800-927-4357 or internet website www.insurance.ca.gov. Ask whether or not the insurer is licensed as a foreign or non-United States (alien) insurer and for additional information about the insurer. You may also visit the NAIC's internet website at www.naic.org. The NAIC—the National Association of Insurance Commissioners—is the regulatory support organization created and governed by the chief insurance regulators in the United States.

5. Foreign insurers should be licensed by a state in the United States and you may contact that state's department of insurance to obtain more information about that insurer. You can find a link to each state from this NAIC internet website: https://naic.org/state_web_map.htm.

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6. For non-United States (alien) insurers, the insurer should be licensed by a country outside of the United States and should be on the NAIC's International Insurers Department (IID) listing of approved nonadmitted non-United States insurers. Ask your agent, broker, or "surplus line" broker to obtain more information about that insurer.

7. California maintains a "List of Approved Surplus Line Insurers (LASLI)." Ask your agent or broker if the insurer is on that list, or view that list at the internet website of the California Department of Insurance: www.insurance.ca.gov/01-consumers/120-company/07-lasli/lasli.cfm.

8. If you, as the applicant, required that the insurance policy you have purchased be effective immediately, either because existing coverage was going to lapse within two business days or because you were required to have coverage within two business days, and you did not receive this disclosure form and a request for your signature until after coverage became effective, you have the right to cancel this policy within five days of receiving this disclosure. If you cancel coverage, the premium will be prorated and any broker's fee charged for this insurance will be returned to you.

Date: _____

Insured: _____

DocuSign Envelope ID: 9736AFE1-84E0-470F-8B19-EF2056797F59

PROSOURCE insurance services, inc.

QUICK-PAY OPTIONS

FAX BACK TO
(619)469-6600

1. Please choose one of the following billing options:

Policies cannot be bound until deposit or payment in full has been made. If the deposit is chosen, the remaining balance will either be A.) billed to you by the insurance carrier or B.) financed with a third party finance company. Finance charges apply. ProSource Insurance Services Inc. may receive compensation for arranging the finance agreement. **Your first payment will be due in 30 days.**

☐ **Payment In Full** _____

☐ **Deposit** _____

2. Please choose one of the following payment methods:

The following options will allow ProSource Insurance Services Inc to make a one-time charge for your deposit or payment in full.

☐ **Check by Fax**

TAPE CHECK HERE

Please make checks payable to ProSource Insurance Services Inc. Check by fax is a quick way to make your payment without having to wait for mail delivery. There is no charge for this service. Please keep the original check for your records.

To complete your check by fax payment, make the check out as normal and tape it over the surrounding box, or attached the check as a separate page.

TAPE CHECK HERE

☐ **Credit/Debit Card**

Visa, Mastercard, American Express and Discover accepted. There is no charge for card payments made up to $3,000. 3.5% fee will be applied to the entire amount if payment is over $3,000.

Name On Card:

Card Number:

EXP **CSV**

Billing Address:

Required for any payment

INSURED'S SIGNATURE *(I agree to the above terms and conditions)*

ProSource Insurance Services, Inc.
4625 Acacia Ave. La Mesa, CA 91941 | PH: (619)469-9600 F: (619)469-6600

Placentia City Council
AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR/ PUBLIC SERVICES AND INFRASTRUCTURE

DATE: JULY 6, 2021

SUBJECT: **ANNUAL SOLID WASTE HANDLING SERVICES RATE ADJUSTMENT AND RELATED RESOLUTIONS FOR FISCAL YEAR 2021-22**

FISCAL IMPACT: There is no direct fiscal impact to the City's General Fund Budget associated with the recommended actions.

SUMMARY:

In 2010, the City entered into a Franchise Agreement ("Agreement") with Republic Waste Services of Southern California, LLC ("Republic") for solid waste collection services. Per the existing Agreement, solid waste rates are to be reviewed annually to determine if any adjustments are warranted based on changes in the Consumer Price Index ("CPI"). Staff and representatives from Republic discuss each year potential adjustments to solid waste rates paid by residents and businesses. The last residential and commercial rate adjustment took place on July 1, 2020.

On May 4, 2021, the City Council adopted Resolutions R-2021-18 and R-2021-19, which approved the initiation of the Proposition 218 public hearing process to adjust these fees and set a public hearing for July 6, 2021, to discuss the rate adjustments and adopted written protest procedures. On Friday, May 21, 2021, the required 45-day notice was mailed to 11,091 record property owners of single-family residence parcels in the City. The notice informed property owners about the proposed rate increases, the scheduled public hearing, and procedures for submitting a written protest (Attachment 5).

This action recommends that the City Council conduct a public hearing to consider a resolution approving the adjusted Solid Waste Handling Services Rates for Fiscal Year ("FY") 2021-22, to be effective on July 1, 2021; authorize the placement of revised residential rates on the County of Orange tax roll for FY 2021-22; and approve Amendment No. 12 to the Agreement.

RECOMMENDATION:

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

1. Open the Public Hearing concerning the Solid Waste Handling Services Rate Adjustment and related resolutions for Fiscal Year 2021-22; and

2. Receive the Staff Report, consider all public testimony, ask questions of Staff; and

3. Close the Public Hearing and direct the City Clerk to tabulate the written protests and report the results of the tabulation to the City Council; and

4. Adopt Resolution No. R-2021-45, a Resolution of the City Council of the City of Placentia, California, approving the Amended Fee Schedule for Solid Waste Handling Services for Fiscal Year 2021-22; and

5. Adopt Resolution No. R-2021-46, a Resolution of the City Council of the City of Placentia, California, authorizing and determining residential solid waste handling service charges and directing placement thereof on the Orange County property tax rolls for Fiscal Year 2021-22; and

6. Approve Amendment No. 12 to the Amended, Revised and Restated Agreement for Solid Waste Handling Services between the City of Placentia and Republic Waste Services of Southern California, LLC; and

7. Authorize the City Administrator to execute all the necessary documents, in a form approved by the City Attorney.

DISCUSSION:

On July 20, 2010, the City entered into an Agreement with Republic for solid waste and recycling services. Per Section 24.3 of the Agreement, Republic is entitled to request a general annual rate adjustment to account for inflation each year. The agreed upon methodology for making this adjustment is determined by the CPI for the Los Angeles County Area as stated in Section 24.3 of the Agreement. Republic can adjust the rates in July of each year based upon the change in CPI for all Urban Consumers for the 12 month period ending January 31 of each year. Staff and representatives from Republic confer each year to discuss potential adjustments to solid waste rates paid by residents and businesses. The last residential and commercial rate adjustment took place on July 1, 2020. Per the terms of the agreement, the proposed adjustment to residential and commercial rates would be effective July 1, 2021.

Proposed Rates for FY 2021-22
The proposed refuse rates for Fiscal year ("FY") 2021-22 (Attachment 4) include rate adjustments based upon the following:

1) Annual Rate Adjustment per CPI per Section 24.3 of the Agreement

2) Increase in the Orange County Landfill Tipping Fees per Section 24.5 of the Agreement

3) City Refuse & Recycling Coordinator Fee

Annual Rate Adjustment per CPI for January 2021

In accordance with the City's current waste hauling Franchise Agreement with Republic, the company is entitled to request a general annual rate adjustment to account for inflation. The agreed upon methodology for making this adjustment is determined by the CPI for Los Angeles County-Orange County Area as stated in Section 24.3 of the Agreement. Republic can adjust the rates in July of each year based upon the change in CPI for all Urban Consumers for the 12 month period ending January 31 of each year. The change in CPI for the most recent 12 month period was 0.9% (point nine percent).

In addition to the annual CPI adjustment for all rates, commercial and industrial rates are adjusted annually for changes in the organic waste disposal/processing fee per ton per Section 24.7 of the Agreement. The estimated percentage increase to the annual organic waste processing fee is 0.12% (point twelve percent). The City and Republic Services are waiting for the revised processing costs for FY 2021-22 from Waste Management's CORe Organic Waste Processing Facility in the City of Orange. Republic Services utilizes this third-party facility to process organic waste generated from commercial and industrial businesses.

Orange County Landfill Tipping Fees

Another component of the rate includes landfill "tipping fees", which are passed through directly to the customer. Beginning in 2010, the County of Orange ("County") increased the landfill gate tipping fees from $22.00 per ton to $31.37 per ton. Per the Waste Disposal Agreement with the County of Orange, the county disposal fee is adjusted each July 1 according to the change in CPI– All Urban Consumers, All Cities for the 12 month period ending October 31 of each year. The change in CPI for the most recent 12 month period was 1.17% (one point seventeen percent). In 2020, the landfill gate tipping fees were increased again to $35.67 per ton. For FY 2021-22, the County will increase the fee to $36.09, which represents a 1.17% (one point seventeen percent) increase from the FY 2020-21 fees.

City Refuse & Recycling Coordinator Fee

Senate Bill ("SB") 1383 is the most significant waste reduction unfunded mandate the State of California has adopted in the last 30 years. It requires the State to reduce organic waste into landfills by 75% (seventy-five percent) by 2025, which equates to over 20 million tons annually. The purpose of this effort is to reduce the amount of methane gas released into the atmosphere as food and green waste decomposes in landfills. The law also requires the State to increase edible food recovery by 20% (twenty percent). Since the law establishes statewide targets, a prescriptive approach to compliance is being used. This is very different from Assembly Bill ("AB") 939 (Integrated Waste Management Act), which set jurisdictional waste diversion mandates and allowed local governments to develop their own programs for reaching compliance.

AB 341 (mandatory commercial and multi-family recycling) and AB 1826 (mandatory commercial and multi-family organics recycling) are incorporated into SB 1383 regulations. These two (2) unfunded states mandates make local jurisdictions ultimately responsible for ensuring 100% (one hundred percent) compliance with the State's recycling goals. SB 1383 further extended the implementation of organic waste recycling programs to single family homes and made local

jurisdictions directly responsible for programming and enforcement actions starting on January 1, 2022. AB 1594, another unfunded mandate, was implemented last year and requires the City to recycle all green landscape waste that is generated in the City, the cost of which was ultimately passed on to ratepayers.

The following is a summary of unfunded SB 1383 mandates that the City is now required to comply with:

- Recycle all food waste generated by all waste generators, including residents, businesses, City facilities, and large events and venues.
- Monitor and enforce compliance for all generators and track activities via an electronic database for annual reporting.
- Implement ordinances or similarly enforceable mechanisms.
- Establish (via ordinance and otherwise) all required enforcement protocols that include a schedule of fines for non-compliant entities. This ordinance must match State-developed standards, including minimum fine structure.
- Establish an edible food recovery program that recovers edible food from the waste stream for human consumption.
- Conduct regular outreach and education to generators, haulers, facilities, and edible food recovery organizations.
- Conduct regular inspections of waste generator facilities to ensure regulatory compliance and to reduce contamination of recyclable materials.
- Procure products derived from California recycled organic waste such as compost, mulch, and renewable natural gas ("RNG") produced from organic waste at levels to be prescribed by the State annually. Such procurement standards must also be incorporated into a new City ordinance.

The City is proposing to fund a City Refuse and Recycling Coordinator position that will be solely dedicated to assist the Public Works Department with the implementation of various City recycling and waste management related programs. The Coordinator is also a resource for residents and businesses to utilize to assist them with any questions or problems they have regarding their waste hauling services. There are currently several unfunded State mandates being issued requiring all jurisdictions in California to bring their commercial businesses and/or residents into compliance. Some of the legislation currently impacting the City of Placentia includes but is not limited to AB 341 and AB 1826. On the horizon is SB 1383, which will have extensive requirements for residents and businesses alike. The City Refuse and Recycling Coordinator position will coordinate with the City's waste hauler and will perform outreach and monitoring and will address reporting requirements established by CalRecycle under the various legislation mentioned above. In addition, this person will serve as the main point of contact for residents and businesses alike to resolve service issues with Republic as well as an educational resource to ensure compliance with State law.

Proposed FY 2021-22 Rates

The following two (2) tables provide a summary and breakdown of the proposed single-family residential waste rates for FY 2021-22. The current single-family residential rates for FY 2020-21 included initial costs for the implementation of a residential green waste compost program per

State law, AB 1594. For FY 2021-22, these initial costs are not included in the residential rate and as result the proposed rates for FY 2021-22 amount to a decrease when compared to the adopted rates for FY 2020-21.

Residential Waste Rate Summary – FY 2021-22			
Residential Rate	**FY 2020-21 (Current Rates)**	**FY 2021-22 (Proposed Rates)**	**Rate Change**
Single-Family (Monthly)	$29.63	$28.80	-$0.83/-2.8%
Single-Family (Annual Assessment)	$349.02	$345.60	-$3.42/-0.98%

Single-Family Residential Rate Breakdown – FY 2021-22	
Rate Component	**Single-Family Residential (Monthly)**
Base Service Fee	$22.95
Green Waste Processing Fee	$2.25
CPI Adjustment of 0.9% (January 2021 over January 2021)	$0.22
Landfill Disposal Fee Adjustment of 1.17%	$3.38 ($0.04)
City Refuse & Recycling Coordinator Fee	$0.30
Proposed FY 21-22 Rate	**$28.80**

The following two (2) tables provide a summary and breakdown of the proposed commercial waste rates for FY 2021-22. This table only reflects the most commonly utilized rates for discussion purposes. Attachment 4 includes the full rate schedule for both residential and commercial refuse services.

Commercial Refuse & Recycling Rate Summary – FY 2021-22			
Commercial Monthly Rate	**FY 2020-21 (Current Rates)**	**FY 2021-22 (Proposed Rates)**	**Rate Change**
3-Yard Refuse Container	$182.51	$185.68	$3.17/1.74%
3-Yard Recycling Container	$156.02	$158.87	$2.85/1.82%

Commercial Organics Rate Summary – FY 2021-22			
Commercial Organics Monthly Rate	**FY 2020-21 (Current Rates)**	**FY 2021-22 (Proposed Rates)**	**Rate Change**
2-Yard Refuse or Organics Container	$142.40	$144.90	1.75%
64 Gallon Organics Cart	$47.90	$48.34	0.92%

Commercial Rates Breakdown – FY 2021-22				
Rate Component	**3-Yard Trash Container**	**3-Yard Recycling Container**	**2-Yard Organics Container**	**64 Gallon Organics Cart**
Base Service Fee	$155.83	$155.83	$124.57	$47.85
CPI Adjustment of 0.9% (January 2021 over January 2020)	$1.36	$1.36	$1.09	$0.42
Landfill Disposal Fee Adjustment of 1.17%	$26.77($0.31)	N/A	$17.66 ($0.21)	N/A
Organics Recycling Component Adjustment of 0.16%	$0.29	N/A	$0.23	$0.08
City Refuse & Recycling Coordinator Fee	$1.43	$1.43	$1.15	$0.44
Proposed FY 2021-22 Rate	**$185.68**	**$158.87**	**$144.90**	**$48.26**

Proposition 218 Procedures

In addition, to the provisions established in the Franchise Agreement, the City's ability to adjust rates is governed by Proposition 218. In 1996, California voters approved Proposition 218 which requires a specific process for cities to impose or increase certain types of fees. The provisions of Proposition 218 set forth in Article XIII D of the California Constitution provide that certain types of "Property Related Fees" are subject to a "majority protest" process.

The provisions of Proposition 218 set criteria for property-related fees for refuse, water, and sewer services. The fees must be set so that:

- The revenues generated by the fee do not exceed the cost of service.
- No property owner's fee exceeds his/her proportionate share of the costs.
- The City does not impose a property-related fee for a service that is not available to the property owner.

Under Proposition 218, the City's refuse collection fees are considered "Property Related Fees" since the fees are paid by property owners via the property tax roll. In other cities, refuse collection fees are either billed directly to each customer by the waste hauler or they are collected as part of the water utility bill. Proposition 218, and subsequent legislation AB 1260, define the process for establishing or adjusting property-based fees. The process requires a notice of the proposed fee be sent to all property owners in the City and 45 days after the notice is sent, a public hearing be conducted by the City Council. During the 45-day period and until the close of the public hearing, a property owner may protest the fee by submitting a written protest. If more than 50% (fifty percent) of the property owners of record in the City protest the fee, the City Council would be prohibited from enacting the fee change.

On May 4, 2021, the City Council adopted Resolutions R-2021-18 and R-2021-19, which approved the initiation of the Proposition 218 public hearing process; set a public hearing for July 6, 2021 and adopted written protest procedures. On Friday, May 21, 2021, the required 45-day notice was mailed to 11,091 record property owners of single-family residence parcels in the City. The notice informed property owners about the proposed rate increases, the public hearing, and procedures for submitting a written protest (Attachment 5). As of July 1, 2021, the City Clerk had received three (3) written protests. A total of 5,546 protests must be received to constitute a majority.

FISCAL IMPACT:

There is no General Fund fiscal impact associated with the requested actions. The cost for providing solid waste services to the City's residents and businesses is covered by the customer rates established by the City's franchise solid waste hauler and paid directly by those receiving said services. The proposed rate increase was included in the proposed FY 2021-22 Budget for the Refuse Administration Fund.

Prepared by:

Elsa Y. Robinson
Management Analyst

Reviewed and approved:

Luis Estevez
Deputy City Administrator

Reviewed and approved:

Damien R. Arrula
City Administrator

Attachments:

1. Resolution No. R-2021-45 - Approving Solid Waste Collection Rates for FY 2021-22
2. Resolution No. R-2021-46 - Authorizing Residential Billing on Orange County Tax Roll
3. Amendment No. 12 to Amended, Revised, and Restated Agreement for Solid Waste Handling Services
4. Proposed FY 2021-22 Solid Waste Collection Rate Schedule
5. Proposition 218 Notice of Public Hearing
6. Presentation – Solid Waste Amendment and Rate Increase

RESOLUTION NO. R-2021-45

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, APPROVING THE AMENDED FEE SCHEDULE FOR SOLID WASTE HANDLING SERVICES FOR FISCAL YEAR 2021-22

A. Recitals

(i). The Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 ("AB 939"), has declared that it is in the public interest to authorize and require local agencies to make adequate provision for the disposal of all solid waste within their jurisdictions.

(ii). Pursuant to California Public Resources Code §40059 (a)(1), the City Council of the City of Placentia ("City Council") has determined that the public health, safety, and welfare require that an exclusive franchise agreement be awarded to qualified solid waste enterprise for solid waste handling services within the City of Placentia ("City").

(iv). City and Contractor are mindful of the provisions of the laws governing the safe collection, transport, recycling, and disposal of solid waste, including AB 341, AB 939, AB 1826, AB 1594, SB 1383, the Resource Conservation and Recovery Act ("RCRA"), and the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), all as may be amended from time to time hereinafter

(v). City desires, among other things, to ensure adequate landfill space remains available to meet the public's need for the safe handling and disposal of solid waste, and further desires to ensure its citizens do not incur undue costs in safely disposing of solid waste and has entered into that certain waste disposal agreement by and among various Orange County cities, including City, and the County of Orange, relating to the use of County landfills for the disposal of solid waste. Contractor has proposed to provide such services and take such actions as are necessary or desirable to ensure City complies with its obligations pursuant to the County Agreement, as the same may be amended from time to time hereinafter.

(vi). On May 4, 2021, the City Council adopted Resolution No. 2021-18 establishing procedures for increasing maximum rates for solid waste collection services, in accordance with the requirements of Proposition 218; and approved the Notice of Public Hearing for proposed adjustments to the maximum rates for commercial and multi-family solid waste collection services (the "Notice").

(vii). On May 21, 2021, the City mailed the Notice to a total of 11,0931 record property owners of parcels to which the proposed rates for single-family residential solid waste collection services would apply, informing them of the July 6, 2021, public

hearing.

(viii). On July 6, 2021, the City Clerk informed the City Council that ____valid written protests were received prior to the public hearing.

(ix). On July 6, 2021, the City Council conducted a public hearing and received ____valid written protests prior to the closing of the public hearing.

(x). The total number of valid written protests was ____, which is less than 50 percent of the total number of valid written protests that could legally be presented.

(xi). After hearing public testimony, the City Council considered whether to establish potential rate increases for residential and commercial solid waste collection services.

(xii). Based upon the testimony provided at the public hearing, the City Council hereby establishes the solid waste handling service charges for residential and commercial services commencing on July 1, 2021, as set forth in "Exhibit A," attached hereto and incorporated by this reference as though fully set forth herein.

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., above.

2. Solid waste handling service charges for residential and commercial services commencing on July 1, 2021, as set forth in "Exhibit A," attached hereto and incorporated by this reference as though fully set forth herein.

APPROVED and ADOPTED this 6th day of July 2021

_____
Craig S. Green, 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 held on the 6th day of July 2021 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 A

Placentia Rate Adjustments Calculation (Effective July 1, 2021)

City of Placentia
Exhibit "A" Rate Summary

Effective July 1, 2021

Rate Type	Service Fee	Landfill Fee	City Refuse & Recycling Coordinator Fee	Organics Recycling	Adjusted Monthly Rate	Current Monthly Rate	Change	% Change
Single Family Residential	$ 25.42	$ 3.38	$ 0.30	N/A	**28.80**	$ 29.63	(0.83)	-2.79%
Additional Containers								
Black "Trash" Container	$ 6.04	$ 3.38			$ **9.42**	$ 9.38	0.04	0.43%
Brown "Yard Waste" Container	$ 5.24				$ **5.24**	$ 5.24	-	0.00%
Green "Recycling" Container	$ -				$ -	$ -	-	
Residential Special Services								
Residential Roll-Out Service	$ 12.44				$ **12.44**	$ 12.33	0.11	0.87%
Extra Dump - All 3 Containers	$ 26.42				$ **26.42**	$ 26.19	0.23	0.87%
Exchange of All 3 Containers	$ 40.86				$ **40.86**	$ 40.50	0.35	0.87%
Container Replacement - Misuse	$ 72.28				$ **72.28**	$ 71.66	- 0.63	0.87%
Residential Bulky-Item Pick-ups								
Additional Pick-ups over 3x p/Year	$ 51.13				$ **51.13**	$ 50.69	0.44	0.87%
Charge for each item over 10	$ 7.30				$ **7.30**	$ 7.24	0.06	0.87%
Additional Fee Gas Recovery	$ 51.13				$ **51.13**	$ 50.69	0.44	0.87%
Three Yard Containers								
3 Days + Dump	$ 94.52	$ 5.87			$ **100.39**	$ 99.60	0.79	0.79%
Each Additional Day	$ 7.73				$ **7.73**	$ 7.66	0.07	0.87%
Commercial								
Commercial Barrel (Each)								
1 x p/wk (Max of Three)	$ 21.00	$ 6.46	$ 0.19	$ 0.04	$ **27.51**	$ **27.23**	$ 0.28	1.01%
Each Additional Pick-up Freq.(Max 3 X)	$ 21.00	$ 6.46	$ 0.19	$ 0.04	$ **27.51**	$ **27.23**	$ 0.28	1.01%
Organic Commercial Barrel (Each)								
64G only, 1 x p/wk (Max of Three)	$ 48.26		$ 0.44	$ 0.08	$ **48.34**	$ **47.90**	$ 0.44	0.92%
Each Additional Pick-up Freq.(Max 3 X)								
Two Yard Containers								
One Pick-up Only	$ 125.66	$ 17.87	$ 1.15	$ 0.23	$ **144.90**	$ **142.40**	$ 2.50	1.76%
Each Additional Pick-up Freq.(Max 3 X)	$ 65.63	$ 17.87	$ 0.60	$ 0.13	$ **83.64**	$ **82.83**	$ 0.81	0.97%
Non-Scheduled Pick-up	$ 59.78	$ 4.13	$ 0.55	$ 0.10	$ **64.01**	$ **63.42**	$ 0.59	0.93%
Three Yard Containers								
First Pick-up	$ 157.19	$ 26.77	$ 1.43	$ 0.29	$ **185.68**	$ **182.51**	$ 3.17	1.74%
Each Additional Pick-up Freq.	$ 84.93	$ 26.77	$ 0.77	$ 0.18	$ **112.65**	$ **110.79**	$ 1.86	1.68%
Non-Scheduled Pick-up	$ 73.49	$ 6.17	$ 0.67	$ 0.13	$ **80.46**	$ **79.05**	$ 1.41	1.78%
							$ -	
Three Yard Manure Containers							$ -	
First Pick-up	$ 157.19	$ 40.31	$ 1.43	$ 0.31	$ **199.25**	$ **195.91**	$ 3.34	1.70%
Each Additional Pick-up Freq.	$ 84.93	$ 40.31	$ 0.77	$ 0.20	$ **126.21**	$ **124.19**	$ 2.02	1.63%
Non-Scheduled Pick-up	$ 73.48	$ 6.17	$ 0.67	$ 0.13	$ **80.44**	$ **79.04**	$ 1.40	1.78%
Three Yard Compactors								
First Pick-up	$ 193.93	$ 66.08	$ 1.77	$ 0.41	$ **262.20**	$ **257.88**	$ 4.32	1.67%
Each Additional Pick-up Freq.	$ 121.92	$ 66.08	$ 1.11	$ 0.30	$ **189.41**	$ **186.40**	$ 3.01	1.61%
Non-Scheduled Pick-up	$ 111.67	$ 15.25	$ 1.02	$ 0.20	$ **128.14**	$ **125.93**	$ 2.21	1.76%
Four Yard Containers								
First Pick-up	$ 172.91	$ 36.11	$ 1.58	$ 0.33	$ **210.93**	$ **207.36**	$ 3.57	1.72%
Each Additional Pick-up Freq.	$ 93.43	$ 36.11	$ 0.85	$ 0.21	$ **130.60**	$ **128.47**	$ 2.13	1.66%
Non-Scheduled Pick-up	$ 80.83	$ 8.33	$ 0.74	$ 0.14	$ **90.04**	$ **88.47**	$ 1.57	1.77%

City of Placentia
Exhibit "A" Rate Summary

Effective July 1, 2021

Commercial (Continued)	Service Fee	Landfill Fee	City Refuse & Recycling Coordinator Fee	Organics Recycling	Adjusted Monthly Rate	Current Monthly Rate	Change	% Change
Six Yard Containers								
First Pick-up	$ 180.77	$ 53.54	$ 1.65	$ 0.37	$ 236.33	$ 232.41	$ 3.92	1.69%
Each Additional Pick-up Freq.	$ 97.67	$ 53.54	$ 0.89	$ 0.24	$ 152.34	$ 149.93	$ 2.41	1.61%
Non-Scheduled Pick-up	$ 84.52	$ 12.36	$ 0.77	$ 0.15	$ 97.80	$ 96.13	$ 1.68	1.75%
Three Yard Construction Bin								
First Pick-up	$ 204.84	$ 27.21	$ 1.87	$ 0.37	**$ 234.28**	$ 230.23	$ 4.05	1.76%
Each Additional Pick-up Freq.	$ 100.00	$ 28.19	$ 0.91	$ 0.20	**$ 129.31**	$ 127.15	$ 2.16	1.70%
Non-Scheduled Pick-up	$ 73.49	$ 6.50	$ 0.67	$ 0.13	**$ 80.79**	$ 79.37	$ 1.42	1.78%
							$ -	
Temp Three Yard Container - Non Profit							$ -	
3 Days + Dump	$ 91.49	$ 6.50	$ 0.83	$ 0.16	**$ 98.98**	$ 97.24	$ 1.74	1.79%
Each Additional Day	$ 7.50		$ 0.07	$ 0.01	**$ 7.58**	$ 7.44	$ 0.14	1.83%
Commercial Recycle Containers								
Three Yard "Recycle" Containers	$ 157.19							
First Pick-up	$ 84.93		$ 1.43	$ 0.25	**$ 158.87**	$ 156.02	$ 2.85	1.83%
Each Additional Pick-up Freq.	$ 73.49		$ 0.77	$ 0.13	**$ 85.84**	$ 84.30	$ 1.54	1.83%
Non-Scheduled Pick-up	$ 157.19		$ 0.67	$ 0.12	**$ 74.28**	$ 72.94	$ 1.33	1.83%
Contaminated Bin (Trash)			$ 1.43	$ 0.25	**$ 158.87**	$ 156.02	$ 2.85	1.83%
Commercial Special Services								
Pull Out Service								
First Pick-up	$ 61.86				**$ 61.86**	$ 61.33	$ 0.53	0.87%
Each Additional Pick up Freq	$ 61.86				**$ 61.86**	$ 61.33	$ 0.53	0.87%
Non-Scheduled Pick up	$ 61.86				**$ 61.86**	$ 61.33	$ 0.53	0.87%
Surcharge - Sunday Service	$ 14.20				**$ 14.20**	$ 14.08	$ 0.12	0.87%
Bin Exchange after One-Time p/Year	$ 90.06				**$ 90.06**	$ 89.29	$ 0.78	0.87%
Redelivery of Bin(s) - Non Payment	$ 91.31				**$ 91.31**	$ 90.52	$ 0.79	0.87%
Locking Latch Bins								
Set-Up Cost	$ 108.37				**$ 108.37**	$ 107.43	$ 0.94	0.87%
Monthly Maintenance Fee P/tip Freq.	$ 2.41				**$ 2.41**	$ 2.39	$ 0.02	0.87%
Special Access / Code or Key Fee	$ 12.01				**$ 12.01**	$ 11.91	$ 0.10	0.87%
Container Steam Cleaning after 1x/Year	$ 115.67				**$ 115.67**	$ 114.67	$ 1.00	0.87%
Clean-Up/Disposal "Over the Top"	$ 42.04				**$ 42.04**	$ 41.68	$ 0.36	0.87%
Commercial Bulky-Item Pick-ups								
Basic Charge - Two Items	$ 51.13				**$ 51.13**	$ 50.69	$ 0.44	0.87%
Charge for each item over Two	$ 7.30				**$ 7.30**	$ 7.24	$ 0.06	0.87%
Additional Fee Gas Recovery	$ 51.13				**$ 51.13**	$ 50.69	$ 0.44	0.87%
Tilt Hopper Monthly Rental	$ 46.83				**$ 46.83**	$ 46.43	$ 0.41	0.87%
Three Yard Bin Monthly Rental	$ 60.04				**$ 60.04**	$ 59.52	$ 0.52	0.87%

City of Placentia
Exhibit "A" Rate Summary

Effective July 1, 2021

Industrial and Roll-off Services	Service Fee	Landfill Fee	City Refuse & Recycling Coordinator Fee	Organics Recycling	Adjusted Monthly Rate	Current Monthly Rate	Change	% Change
Permanent Services								
15-Yard Demo Container	$ 415.42	$ 223.55	$ 3.79	$ 1.01	**$ 643.76**	$ 633.54	$ 10.22	1.61%
15-Yard Demo Container - Clean Inerts	$ 378.25		$ 3.45	$ 0.60	**$ 382.30**	$ 375.44	$ 6.87	1.83%
30-Yard Drop Off Container	$ 392.75	$ 186.30	$ 3.58	$ 0.92	**$ 583.55**	$ 574.18	$ 9.37	1.63%
30-Yard Container - Green Waste	$ 545.10		$ 4.97	$ 0.86	**$ 550.94**	$ 541.05	$ 9.89	1.83%
40-Yard Compactor	$ 493.41	$ 260.82	$ 4.50	$ 1.19	**$ 759.92**	$ 747.83	$ 12.09	1.62%
Temporary Services								
15-Yard Demo Container	$ 424.26	$ 223.55	$ 3.87	$ 1.02	**$ 652.71**	$ 642.32	$ 10.38	1.62%
15-Yard Demo Container - Clean Inerts	$ 390.65		$ 3.56	$ 0.62	**$ 394.83**	$ 387.74	$ 7.09	1.83%
30-Yard Drop Off Container	$ 412.60	$ 186.30	$ 3.76	$ 0.95	**$ 603.61**	$ 593.88	$ 9.73	1.64%
30-Yard Container - Green Waste	$ 557.51		$ 5.08	$ 0.88	**$ 563.48**	$ 553.36	$ 10.12	1.83%
Overweight Surcharge p/ton (Actual weight over 8 tons/load)								
Trash Loads	$ 20.18	$ 37.26	$ 0.18	$ 0.09	**$ 57.72**	$ 56.91	$ 0.81	1.42%
Clean Inerts	$ 37.21		$ 0.34	$ 0.06	**$ 37.61**	$ 36.93	$ 0.68	1.83%
Clean Green Waste	$ 48.71		$ 0.44	$ 0.08	**$ 49.23**	$ 48.35	$ 0.88	1.83%
Industrial Special Services								
Saturday Service - Per Pull	$ 38.11			$ -	**$ 38.11**	$ 37.78	$ 0.33	0.87%
Mandatory Signature Required - Per Pull	$ 6.01			$ -	**$ 6.01**	$ 5.96	$ 0.05	0.87%
Additional Days Temp R/O Per Day	$ 14.59			$ -	**$ 14.59**	$ 14.46	$ 0.13	0.87%
Stand-By Hourly Rate	$ 91.31			$ -	**$ 91.31**	$ 90.52	$ 0.79	0.87%
Relocation/Trip Charge/Dead Run	$ 60.04			$ -	**$ 60.04**	$ 59.52	$ 0.52	0.87%
Packer "Turn-A-Round" Surcharge Per Pull	$ 12.01			$ -	**$ 12.01**	$ 11.91	$ 0.10	0.87%
Heavy-Duty Truck Service - Per Pull	$ 420.31			$ -	**$ 420.31**	$ 416.67	$ 3.63	0.87%
R/O Container Steam Cleaning after 1x/Year	$ 120.09			$ -	**$ 120.09**	$ 119.05	$ 1.04	0.87%
Storage Container Rental / Delivery	$ 94.87			$ -	**$ 94.87**	$ 94.05	$ 0.82	0.87%
Storage Container Return $10.00 + Per/Mile	$ 1.32			$ -	**$ 1.32**	$ 1.31	$ 0.01	0.87%

City of Placentia
Exhibit "A" Back-Up

July 1, 2021 ADJUSTED RATES

277.755 Local CPI-U [12 Months Annual 2020]
280.178 Local CPI-U [12 Months Annual 2021]
0.872% Local CPI-U Change [Adjustment in (B)]

Jan 2021 over Jan 2020 Annual CPI, using Los Angeles- Long Beach-Anaheim

0.16% Organics Sector Wide PI

$35.67 Orange County Gate Fee July 2020
$36.09 Orange County Gate Fee July 2021
1.177% Orange County Gate Fee Change [Adjustment in (E)]

RESIDENTIAL	(A) Service Fee	+ (B) Green Waste Processing Rate	+ (C) CPI Adj.	= (D) Adjusted Service Fee [(A)+(B)]	(E) Orange Co. Landfill	+ (F) Landfill Adjustment	= (G) Adjusted Landfill Cost [(F)+(G)]	+ (H) Solid Waste & Recycling Svcs. Coordinator Fee	+ (I) Total Rate [(D)+(G)+(H)]		(J) Total Rate Eff 7-1-21	(K) Franchise [15% of (I)]	+ (L) Administrative [5% of (I)]	= (M) Fees Paid to Placentia	Net Percent Rate Change	DOUBLE-CHECK OF RATE CALCULATION (B) Must = 0.87%	(E) Must = 1.18%	(J) Must = 20.00%
Single Family	$ 22.95	$2.25	$ 0.22	$ 25.42	$ 3.34	$ 0.04	$ 3.38	$ 0.30	28.80	$ -	$ 28.80	$ -	$ -	$ -	0.99%	0.96%	1.18%	0.00%
Additional Containers																		
Black "Trash" Container	$ 6.04		$ 0.05	$ 6.04	$ 3.34	$ 0.04	$ 3.38		$ 9.42	$ -	$ 9.42	$ 1.41	$ 0.47	$ 1.88	0.98%	0.87%	1.18%	20.00%
Brown "Yard Waste" Container	$ 5.24		$ 0.05	$ 5.24	n/a				$ 5.24	$ -	$ 5.24	$ 0.79	$ 0.26	$ 1.05	0.87%	0.87%	n/a	20.00%
Green "Recycling" Container	$ -		$ -	$ -	n/a				$ -	$ -	$ -	$ -	$ -	$ -	0.00%	n/a	n/a	n/a
Residential Special Services																		
Residential Roll-Out Service	$ 12.33		$ 0.11	$ 12.44	n/a				$ 12.44	$ -	$ 12.44	$ 1.87	$ 0.62	$ 2.49	0.87%	0.87%	n/a	20.00%
Extra Dump - All 3 Containers	$ 26.19		$ 0.23	$ 26.42	n/a				$ 26.42	$ -	$ 26.42	$ 3.96	$ 1.32	$ 5.28	0.87%	0.87%	n/a	20.00%
Exchange of All 3 Containers	$ 40.50		$ 0.35	$ 40.86	n/a				$ 40.86	$ -	$ 40.86	$ 6.13	$ 2.04	$ 8.17	0.87%	0.87%	n/a	20.00%
Container Replacement - Misuse	$ 71.66		$ 0.63	$ 72.28	n/a				$ 72.28	$ -	$ 72.28	$ 10.84	$ 3.61	$ 14.46	0.87%	0.87%	n/a	20.00%
Residential Bulky-Item Pick-ups																		
Additional Pick-ups over 3x p/Year	$ 50.69		$ 0.44	$ 51.13	n/a				$ 51.13	$ -	$ 51.13	$ 7.67	$ 2.56	$ 10.23	0.87%	0.87%	n/a	20.00%
Charge for each item over 10	$ 7.24		$ 0.06	$ 7.30	n/a				$ 7.30	$ -	$ 7.30	$ 1.10	$ 0.37	$ 1.46	0.87%	0.87%	n/a	20.00%
Additional Fee Gas Recovery	$ 50.69		$ 0.44	$ 51.13	n/a				$ 51.13	$ -	$ 51.13	$ 7.67	$ 2.56	$ 10.23	0.87%	0.87%	n/a	20.00%
Three Yard Containers																		
3 Days + Dump	$ 93.70		$ 0.82	$ 94.52	$ 5.80	$ 0.07	$ 5.87		$ 100.39	$ -	$ 100.39	$ 15.06	$ 5.02	$ 20.08	0.89%	0.87%	1.18%	20.00%
Each Additional Day	$ 7.66		$ 0.07	$ 7.73	n/a				$ 7.73	$ -	$ 7.73	$ 1.16	$ 0.39	$ 1.55	0.87%	0.87%	n/a	20.00%

COMMERCIAL	(A) Service Fee	(B) CPI Adj.	(C) Adjusted Service Fee [(A)+(B)]	(D) Orange Co. Landfill	(E) Landfill Adjustment	(F) Adjusted Landfill Cost [(D)+(E)]	City of Placentia Exhibit "A" Back-Up Solid Waste & Recycling Svcs. Coordinator Fee Sector PI 0.92%	(H) Total Rate [(C)+(F)+(G)]	(I) Organic PI 0.16%	(J) Total Rate Eff 7-1-21	(K) Franchise [15% of (G)]	(L) Administrative [5% of (G)]	(M) Fees Paid to Placentia	Net Percent Rate Change	DOUBLE-CHECK OF RATE CALCU (B) Must = 0.87%	(E) Must = 1.18%	(J) Must = 20.00%
Commercial Barrel (Each)																	
1 x p/wk (Max of Three)	$ 20.82	$ 0.18	$ 21.00	$ 6.38	$ 0.08	$ 6.46	$ 0.19	$ 27.46	$ 0.04	$ 27.51	$ 4.13	$ 1.37	$ 5.50	1.10%	0.87%	1.18%	20.00%
Each Additional Pick-up Freq.(Max 3	$ 20.82	$ 0.18	$ 21.00	$ 6.38	$ 0.08	$ 6.46	$ 0.19	$ 27.46	$ 0.04	$ 27.51	$ 4.13	$ 1.37	$ 5.50	1.10%	0.87%	1.18%	20.00%
Organic Commercial Barrel (Each)																	
64G only, 1 x p/wk (Max of Three)	$ 47.85	$ 0.42	$ 48.26				$ 0.44	$ 48.26	$ 0.08	$ 48.34	$ 7.25	$ 2.41	$ 9.66	1.03%	0.87%	0.00%	20.00%
Each Additional Pick-up Freq.(Max 3 X)											$ -	$ -	$ -	0.00%	0.00%	0.00%	0.00%
Two Yard Containers																	
One Pick-up Only	$ 124.57	$ 1.09	$ 125.66	$ 17.66	$ 0.21	$ 17.87	$ 1.15	$ 144.67	$ 0.23	$ 144.90	$ 21.74	$ 7.23	$ 28.97	1.07%	0.87%	1.18%	20.00%
Each Additional Pick-up Freq.(Max 3	$ 65.07	$ 0.57	$ 65.63	$ 17.66	$ 0.21	$ 17.87	$ 0.60	$ 83.50	$ 0.13	$ 83.64	$ 12.55	$ 4.18	$ 16.73	1.10%	0.87%	1.18%	20.00%
Non-Scheduled Pick-up	$ 59.26	$ 0.52	$ 59.78	$ 4.08	$ 0.05	$ 4.13	$ 0.55	$ 63.91	$ 0.10	$ 64.01	$ 9.60	$ 3.20	$ 12.80	1.05%	0.87%	1.18%	20.00%
Three Yard Containers																	
First Pick-up	$ 155.83	$ 1.36	$ 157.19	$ 26.46	$ 0.31	$ 26.77	$ 1.43	$ 185.39	$ 0.29	$ 185.68	$ 27.85	$ 9.27	$ 37.12	1.08%	0.87%	1.18%	20.00%
Each Additional Pick-up Freq.	$ 84.20	$ 0.73	$ 84.93	$ 26.46	$ 0.31	$ 26.77	$ 0.77	$ 112.47	$ 0.18	$ 112.65	$ 16.90	$ 5.62	$ 22.52	1.11%	0.87%	1.18%	20.00%
Non-Scheduled Pick-up	$ 72.85	$ 0.64	$ 73.49	$ 6.10	$ 0.07	$ 6.17	$ 0.67	$ 80.33	$ 0.13	$ 80.46	$ 12.07	$ 4.02	$ 16.09	1.06%	0.87%	1.18%	20.00%
Three Yard Manure Containers																	
First Pick-up	$ 155.83	$ 1.36	$ 157.19	$ 39.84	$ 0.47	$ 40.31	$ 1.43	$ 198.93	$ 0.31	$ 199.25	$ 29.89	$ 9.95	$ 39.84	1.09%	0.87%	1.18%	20.00%
Each Additional Pick-up Freq.	$ 84.20	$ 0.73	$ 84.93	$ 39.84	$ 0.47	$ 40.31	$ 0.77	$ 126.01	$ 0.20	$ 126.21	$ 18.93	$ 6.30	$ 25.23	1.13%	0.87%	1.18%	20.00%
Non-Scheduled Pick-up	$ 72.84	$ 0.64	$ 73.48	$ 6.10	$ 0.07	$ 6.17	$ 0.67	$ 80.32	$ 0.13	$ 80.44	$ 12.07	$ 4.02	$ 16.09	1.06%	0.87%	1.18%	20.00%
Three Yard Compactors																	
First Pick-up	$ 192.26	$ 1.68	$ 193.93	$ 65.31	$ 0.77	$ 66.08	$ 1.77	$ 261.78	$ 0.41	$ 262.20	$ 39.33	$ 13.09	$ 52.42	1.11%	0.87%	1.18%	20.00%
Each Additional Pick-up Freq.	$ 120.86	$ 1.05	$ 121.92	$ 65.31	$ 0.77	$ 66.08	$ 1.11	$ 189.11	$ 0.30	$ 189.41	$ 28.41	$ 9.46	$ 37.87	1.14%	0.87%	1.18%	20.00%
Non-Scheduled Pick-up	$ 110.71	$ 0.97	$ 111.67	$ 15.07	$ 0.18	$ 15.25	$ 1.02	$ 127.94	$ 0.20	$ 128.14	$ 19.22	$ 6.40	$ 25.62	1.07%	0.87%	1.18%	20.00%
Four Yard Containers																	
First Pick-up	$ 171.42	$ 1.50	$ 172.91	$ 35.69	$ 0.42	$ 36.11	$ 1.58	$ 210.60	$ 0.33	$ 210.93	$ 31.64	$ 10.53	$ 42.17	1.08%	0.87%	1.18%	20.00%
Each Additional Pick-up Freq.	$ 92.62	$ 0.81	$ 93.43	$ 35.69	$ 0.42	$ 36.11	$ 0.85	$ 130.39	$ 0.21	$ 130.60	$ 19.59	$ 6.52	$ 26.11	1.12%	0.87%	1.18%	20.00%
Non-Scheduled Pick-up	$ 80.13	$ 0.70	$ 80.83	$ 8.23	$ 0.10	$ 8.33	$ 0.74	$ 89.89	$ 0.14	$ 90.04	$ 13.51	$ 4.49	$ 18.00	1.06%	0.87%	1.18%	20.00%
Six Yard Containers																	
First Pick-up	$ 179.21	$ 1.56	$ 180.77	$ 52.92	$ 0.62	$ 53.54	$ 1.65	$ 235.96	$ 0.37	$ 236.33	$ 35.45	$ 11.80	$ 47.25	1.10%	0.87%	1.18%	20.00%
Each Additional Pick-up Freq.	$ 96.83	$ 0.84	$ 97.67	$ 52.92	$ 0.62	$ 53.54	$ 0.89	$ 152.10	$ 0.24	$ 152.34	$ 22.85	$ 7.61	$ 30.46	1.14%	0.87%	1.18%	20.00%
Non-Scheduled Pick-up	$ 83.79	$ 0.73	$ 84.52	$ 12.22	$ 0.14	$ 12.36	$ 0.77	$ 97.65	$ 0.15	$ 97.80	$ 14.67	$ 4.88	$ 19.55	1.07%	0.87%	1.18%	20.00%

City of Placentia
Exhibit "A" Back-Up

COMMERCIAL	(A) Service Fee	(B) CPI Adj.	(C) Adjusted Service Fee [(A)+(B)]	(D) Orange Co. Landfill	(E) Landfill Adjustment	(F) Adjusted Landfill Cost [(D)+(E)]	(G) Solid Waste & Recycling Svcs. Coordinator Fee Sector PI 0.92%	(H) Total Rate [(C)+(F)+(G)]	(I) Organic PI 0.16%	(I) Total Rate Eff 7-1-21	(K) Franchise [15% of (G)]	(L) Administrative [5% of (G)]	(M) Fees Paid to Placentia	Net Percent Rate Change	DOUBLE-CHECK OF RATE CALCU (B) Must = 0.87%	(E) Must = 1.18%	(J) Must = 20.00%
Three Yard Construction Bin																	
First Pick-up	$ 203.06	$ 1.77	$ 204.84	$ 26.89	$ 0.32	$ 27.21	$ 1.87	$ 233.91	$ 0.37	$ 234.28	$ 35.14	$ 11.70	$ 46.84	1.07%	0.87%	1.18%	20.00%
Each Additional Pick-up Freq.	$ 99.14	$ 0.86	$ 100.00	$ 27.86	$ 0.33	$ 28.19	$ 0.91	$ 129.10	$ 0.20	$ 129.31	$ 19.40	$ 6.46	$ 25.86	1.10%	0.87%	1.18%	20.00%
Non-Scheduled Pick-up	$ 72.85	$ 0.64	$ 73.49	$ 6.42	$ 0.08	$ 6.50	$ 0.67	$ 80.66	$ 0.13	$ 80.79	$ 12.12	$ 4.03	$ 16.15	1.06%	0.87%	1.18%	20.00%
Temp Three Yard Container - Non Profit																	
3 Days + Dump	$ 90.70	$ 0.79	$ 91.49	$ 6.42	$ 0.08	$ 6.50	$ 0.83	$ 98.83	$ 0.16	$ 98.98	$ 14.85	$ 4.94	$ 19.79	1.05%	0.87%	1.18%	20.00%
Each Additional Day	$ 7.43	$ 0.06	$ 7.50				$ 0.07	$ 7.57	$ 0.01	$ 7.58	$ 1.14	$ 0.38	$ 1.52	1.03%	0.87%	0.00%	20.00%
Commercial Recycle Containers																	
Three Yard "Recycle" Containers																	
First Pick-up	$ 155.83	$ 1.36	$ 157.19				$ 1.43	$ 158.62	$ 0.25	$ 158.87	$ 23.83	$ 7.93	$ 31.76	1.03%	0.87%	0.00%	20.00%
Each Additional Pick-up Freq.	$ 84.20	$ 0.73	$ 84.93				$ 0.77	$ 85.70	$ 0.13	$ 85.84	$ 12.88	$ 4.29	$ 17.17	1.03%	0.87%	0.00%	20.00%
Non-Scheduled Pick-up	$ 72.85	$ 0.64	$ 73.49				$ 0.67	$ 74.16	$ 0.12	$ 74.28	$ 11.14	$ 3.71	$ 14.85	1.03%	0.87%	0.00%	20.00%
Contaminated Bin (Trash)	$ 155.83	$ 1.36	$ 157.19				$ 1.43	$ 158.62	$ 0.25	$ 158.87	$ 23.83	$ 7.93	$ 31.76	1.03%	0.87%	0.00%	20.00%
Commercial Special Services																	
Pull Out Service																	
First Pick-up	$ 61.33	$ 0.53	$ 61.86					$ 61.86	$ -	$ 61.86	$ 9.28	$ 3.09	$ 12.37	0.87%	0.87%	0.00%	20.00%
Each Additional Pick up Freq	$ 61.33	$ 0.53	$ 61.86					$ 61.86	$ -	$ 61.86	$ 9.28	$ 3.09	$ 12.37	0.87%	0.87%	0.00%	20.00%
Non-Scheduled Pick up	$ 61.33	$ 0.53	$ 61.86					$ 61.86	$ -	$ 61.86	$ 9.28	$ 3.09	$ 12.37	0.87%	0.87%	0.00%	20.00%
Surcharge - Sunday Service	$ 14.08	$ 0.12	$ 14.20					$ 14.20	$ -	$ 14.20	$ 2.13	$ 0.71	$ 2.84	0.87%	0.87%	0.00%	20.00%
Bin Exchange after One-Time p/Year	$ 89.29	$ 0.78	$ 90.06					$ 90.06	$ -	$ 90.06	$ 13.51	$ 4.50	$ 18.01	0.87%	0.87%	0.00%	20.00%
Redelivery of Bin(s) - Non Payment	$ 90.52	$ 0.79	$ 91.31					$ 91.31	$ -	$ 91.31	$ 13.70	$ 4.57	$ 18.27	0.87%	0.87%	0.00%	20.00%
Locking Latch Bins																	
Set-Up Cost	$ 107.43	$ 0.94	$ 108.37					$ 108.37	$ -	$ 108.37	$ 16.26	$ 5.42	$ 21.68	0.87%	0.87%	0.00%	20.00%
Monthly Maintenance Fee P/tip Freq	$ 2.39	$ 0.02	$ 2.41					$ 2.41	$ -	$ 2.41	$ 0.36	$ 0.12	$ 0.48	0.87%	0.87%	0.00%	20.00%
Special Access / Code or Key Fee	$ 11.91	$ 0.10	$ 12.01					$ 12.01	$ -	$ 12.01	$ 1.80	$ 0.60	$ 2.40	0.87%	0.87%	0.00%	20.00%
Container Steam Cleaning after 1x/Ye	$ 114.67	$ 1.00	$ 115.67					$ 115.67	$ -	$ 115.67	$ 17.35	$ 5.78	$ 23.13	0.87%	0.87%	0.00%	20.00%
Clean-Up/Disposal "Over the Top"	$ 41.68	$ 0.36	$ 42.04					$ 42.04	$ -	$ 42.04	$ 6.31	$ 2.10	$ 8.41	0.87%	0.87%	0.00%	20.00%
Commercial Bulky-Item Pick-ups																	
Basic Charge - Two Items	$ 50.69	$ 0.44	$ 51.13					$ 51.13	$ -	$ 51.13	$ 7.67	$ 2.56	$ 10.23	0.87%	0.87%	0.00%	20.00%
Charge for each item over Two	$ 7.24	$ 0.06	$ 7.30					$ 7.30	$ -	$ 7.30	$ 1.10	$ 0.37	$ 1.47	0.87%	0.87%	0.00%	20.00%
Additional Fee Gas Recovery	$ 50.69	$ 0.44	$ 51.13					$ 51.13	$ -	$ 51.13	$ 7.67	$ 2.56	$ 10.23	0.87%	0.87%	0.00%	20.00%
Tilt Hopper Monthly Rental	$ 46.43	$ 0.41	$ 46.83					$ 46.83	$ -	$ 46.83	$ 7.02	$ 2.34	$ 9.36	0.87%	0.87%	0.00%	20.00%
Three Yard Bin Monthly Rental	$ 59.52	$ 0.52	$ 60.04					$ 60.04	$ -	$ 60.04	$ 9.01	$ 3.00	$ 12.01	0.87%	0.87%	0.00%	20.00%

City of Placentia
Exhibit "A" Back-Up

CITY OF PLACENTIA
EXHIBIT "A" BACK-UP

INDUSTRIAL ROLL-OFF SERVICES	(A) Service Fee	(B) CPI Adj.	(C) Adjusted Service Fee [(A)+(B)]	(D) Orange Co. Landfill	(E) Landfill Adjustment	(F) Adjusted Landfill Cost [(D)+(E)]	(G) Solid Waste & Recycling Svcs. Coordinator Fee Sector PI 0.92%	(H) Total Rate [(C)+(F)+(G)]	(I) Organic PI 0.16%	(I) Total Rate Eff 7-1-21	(K) Franchise [15% of (G)]	(L) Administrative [5% of (G)]	(M) Fees Paid to Placentia	Net Percent Rate Change	DOUBLE-CHECK OF RATE CALCU (B) Must = 0.87%	(E) Must = 1.18%	(J) Must = 20.00%
Permanent Services																	
15-Yard Demo Container	$ 411.82	$ 3.59	$ 415.42	$ 220.95	$ 2.60	$ 223.55	$ 3.79	$ 642.75	$ 1.01	$ 643.76	$ 96.56	$ 32.14	$ 128.70	1.12%	0.87%	1.18%	20.00%
15-Yard Demo Container - Clean Iner	$ 374.98	$ 3.27	$ 378.25				$ 3.45	$ 381.70	$ 0.60	$ 382.30	$ 57.35	$ 19.09	$ 76.44	1.03%	0.87%	0.00%	20.00%
30-Yard Drop Off Container	$ 389.35	$ 3.40	$ 392.75	$ 184.13	$ 2.17	$ 186.30	$ 3.58	$ 582.63	$ 0.92	$ 583.55	$ 87.53	$ 29.13	$ 116.66	1.11%	0.87%	1.18%	20.00%
30-Yard Container - Green Waste	$ 540.39	$ 4.71	$ 545.10				$ 4.97	$ 550.08	$ 0.86	$ 550.94	$ 82.64	$ 27.50	$ 110.14	1.03%	0.87%	0.00%	20.00%
40-Yard Compactor	$ 489.14	$ 4.27	$ 493.41	$ 257.78	$ 3.04	$ 260.82	$ 4.50	$ 758.73	$ 1.19	$ 759.92	$ 113.99	$ 37.94	$ 151.93	1.12%	0.87%	1.18%	20.00%
Temporary Services																	
15-Yard Demo Container	$ 420.59	$ 3.67	$ 424.26	$ 220.95	$ 2.60	$ 223.55	$ 3.87	$ 651.68	$ 1.02	$ 652.71	$ 97.91	$ 32.58	$ 130.49	1.12%	0.87%	1.18%	20.00%
15-Yard Demo Container - Clean Iner	$ 387.27	$ 3.38	$ 390.65				$ 3.56	$ 394.21	$ 0.62	$ 394.83	$ 59.22	$ 19.71	$ 78.93	1.03%	0.87%	0.00%	20.00%
30-Yard Drop Off Container	$ 409.03	$ 3.57	$ 412.60	$ 184.13	$ 2.17	$ 186.30	$ 3.76	$ 602.67	$ 0.95	$ 603.61	$ 90.54	$ 30.13	$ 120.67	1.10%	0.87%	1.18%	20.00%
30-Yard Container - Green Waste	$ 552.69	$ 4.82	$ 557.51				$ 5.08	$ 562.60	$ 0.88	$ 563.48	$ 84.52	$ 28.13	$ 112.65	1.03%	0.87%	0.00%	20.00%
Overweight Surcharge p/ton (Actual weight over 8 tons/load)																	
Trash Loads	$ 20.01	$ 0.17	$ 20.18	$ 36.83	$ 0.43	$ 37.26	$ 0.18	$ 57.62	$ 0.09	$ 57.72	$ 8.66	$ 2.88	$ 11.54	1.33%	0.87%	1.18%	20.00%
Clean Inerts	$ 36.89	$ 0.32	$ 37.21				$ 0.34	$ 37.55	$ 0.06	$ 37.61	$ 5.64	$ 1.88	$ 7.52	1.03%	0.87%	0.00%	20.00%
Clean Green Waste	$ 48.29	$ 0.42	$ 48.71				$ 0.44	$ 49.16	$ 0.08	$ 49.23	$ 7.39	$ 2.46	$ 9.85	1.03%	0.87%	0.00%	20.00%
Industrial Special Services																	
Saturday Service - Per Pull	$ 37.78	$ 0.33	$ 38.11					$ 38.11	$ -	$ 38.11	$ 5.72	$ 1.91	$ 7.63	0.87%	0.87%	0.00%	20.00%
Mandatory Signature Required - Per I	$ 5.96	$ 0.05	$ 6.01					$ 6.01	$ -	$ 6.01	$ 0.90	$ 0.30	$ 1.20	0.87%	0.87%	0.00%	20.00%
Additional Days Temp R/O Per Day	$ 14.46	$ 0.13	$ 14.59					$ 14.59	$ -	$ 14.59	$ 2.19	$ 0.73	$ 2.92	0.87%	0.87%	0.00%	20.00%
Stand-By Hourly Rate	$ 90.52	$ 0.79	$ 91.31					$ 91.31	$ -	$ 91.31	$ 13.70	$ 4.57	$ 18.27	0.87%	0.87%	0.00%	20.00%
Relocation/Trip Charge/Dead Run	$ 59.52	$ 0.52	$ 60.04					$ 60.04	$ -	$ 60.04	$ 9.01	$ 3.00	$ 12.01	0.87%	0.87%	0.00%	20.00%
Packer "Turn-A-Round" Surcharge Pe	$ 11.91	$ 0.10	$ 12.01					$ 12.01	$ -	$ 12.01	$ 1.80	$ 0.60	$ 2.40	0.87%	0.87%	0.00%	20.00%
Heavy-Duty Truck Service - Per Pull	$ 416.67	$ 3.63	$ 420.31					$ 420.31	$ -	$ 420.31	$ 63.05	$ 21.02	$ 84.07	0.87%	0.87%	0.00%	20.00%
R/O Container Steam Cleaning after 1	$ 119.05	$ 1.04	$ 120.09					$ 120.09	$ -	$ 120.09	$ 18.01	$ 6.00	$ 24.01	0.87%	0.87%	0.00%	20.00%
Storage Container Rental / Delivery	$ 94.05	$ 0.82	$ 94.87					$ 94.87	$ -	$ 94.87	$ 14.23	$ 4.74	$ 18.97	0.87%	0.87%	0.00%	20.00%
Storage Container Return $10.00 + P	$ 1.31	$ 0.01	$ 1.32					$ 1.32	$ -	$ 1.32	$ 0.20	$ 0.07	$ 0.27	0.87%	0.87%	0.00%	20.00%

City of Placentia
Solid Waste Recycling Services Coordinator Fee Breakdown

Solid Waste & Recycling Services Coordinator Fee

FY 2021-22 Annual Fully Burdended Salary **$ 84,782.77**

		Position Allocation to Customer Group	Salary Costs Allocation to Customer Group	Annual Cost Per Customer	Monthly Cost per Customer
Number of Residential Customers	**11,726**	50%	$ 42,391.39	$ 3.62	$ 0.30

		Annual Revenue for Commercial/Industrial Customers	Position Allocation to Customer Group	Salary Costs Allocation to Customer Group	Sector Wide PI (% Increase)
Number of Commercial/Industrial Customers	**802**	4,616,015.58	50%	$ 42,391.39	0.92%
Businesses	634				
Multi-Family Complexes	168				

Placentia: This the annual revenue amount is for 2020 and was calculated using the monthly franchise fee reports from Republic.

Placentia: Salary Costs Allocaton divided by Annual Revenue

Organics Material Processing Component Adjustment

EXHIBIT 2
Organics Material Processing Component Adjustment
Placentia Calculation

Note: This formula is only to be applied if the processing cost per ton for organic waste changes from previous year and if the rebalancing procedure in Exhibit 3 is not implemented that year.
Step 1: Calculate the organics processing price increase per ton by inputting existing and new organic waste cost per ton in blue columns.

		A	B	C	D	E
Row	Adjustment Factor	Existing Organic Waste Processing Costper Ton	Input Most Recent CPI Adjustment % to Commercial/ Industrial rates	Adjusted Cost Per Ton with CPI Adjustment (Column C = Column A x (1 + Column B))	New Organic Waste Cost per Ton effective July 1, 2020	Change In Cost per Ton (Column D - Column C)
1	Organic Waste Processing Cost per Ton	$ 105.00	0.87%	$ 105.92	$ 116.05	$ 10.14

Step Two: Determine the commercial sector-wide percentage adjustment to commercial and industrial rates for increases in organic processing costs by entering in Column F the higher of the annual organics tonnage threshold established in Exhibit 4. footnote 6 or the actual organics tonnage processed in the past 12 months. Enter the annual commercial and industrial rate revenue from Contractor in Column I.

		F	G	H	I	J
Row	Rate Category	Higher of Organics Tonnage Threshold or Actual Collected Tonnage (1)	Change In Cost per Ton (From Column E)	Additional Processing Costs (Column F x Column G) applied to	Commercial and Industrial Annual Rate Revenue from Contractor (2)	Total Percent Change to be applied to Commercial and Industrial Rates ((Column H / Column I) +1))[3]
2	Organic Waste Recycling Program	711	$ 10.14	$ 7,207.17	$ 4,583,487	0.1572%

(1)Initial tonnage based on Contractor's 9/26/2017 proposed organics tonnage threshold.
(2)Contractor to provide annual rate revenue for the commercial and industrial sectors.
(3)To be applied to Commercial and Industrial rates at the time of next rate adjustment by adding the percentage in Column J to the regular annual adjustment.

Note: This formula is only to be applied if the processing cost per ton for organic waste changes from previous year and if the rebalancing procedures in Exhibit 3 is not implemented

CPI for All Urban Consumers (CPI-U)
Original Data Value

Series Id: CUURS49ASA0
Not Seasonally Adjusted
Series Title: All items in Los Angeles-Long Beach-Anaheim, CA, all
Area: Los Angeles-Long Beach-Anaheim, CA
Item: All items
Base Period: 1982-84=100
Years: 2011 to 2021

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2011	228.652	229.729	232.241	233.319	233.367	232.328	231.303	231.833	233.022	233.049	232.731	231.567	231.928	231.606	232.251
2012	233.441	234.537	236.941	236.866	237.032	236.025	235.776	237.222	238.104	240.111	237.675	236.042	236.648	235.807	237.488
2013	238.015	239.753	239.995	239.043	239.346	239.223	238.920	239.219	239.611	239.940	238.677	238.742	239.207	239.229	239.185
2014	239.857	241.059	242.491	242.437	243.362	243.528	243.727	243.556	243.623	243.341	241.753	240.475	242.434	242.122	242.746
2015	239.724	241.297	243.738	243.569	246.093	245.459	247.066	246.328	245.431	245.812	245.711	245.357	244.632	243.313	245.951
2016	247.155	247.113	247.873	248.368	249.554	249.789	249.784	249.700	250.145	251.098	250.185	250.189	249.246	248.309	250.184
2017	252.373	253.815	254.525	254.971	255.674	255.275	256.023	256.739	257.890	258.883	259.135	259.220	256.210	254.439	257.982
2018	261.235	263.012	264.158	265.095	266.148	265.522	266.007	266.665	268.032	269.482	268.560	267.631	265.962	264.195	267.730
2019	269.468	269.608	271.311	273.945	274.479	274.380	274.682	274.579	276.054	278.075	277.239	275.553	274.114	272.199	276.030
2020	277.755	278.657	276.589	275.853	276.842	278.121	279.899	280.116	279.366	279.947	280.102	279.560	278.567	277.303	279.832
2021	280.178														

RESOLUTION NO. R-2021-46

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, AUTHORIZING AND DETERMINING RESIDENTIAL SOLID WASTE HANDLING SERVICE CHARGES AND DIRECTING PLACEMENT THEREOF ON THE ORANGE COUNTY PROPERTY TAX ROLLS FOR FISCAL YEAR 2021-22

A. Recitals

(i). Section 8.04.310 of the Placentia Municipal Code provides that the City Council may, by resolution, cause solid waste handling service charges to be collected with the Orange County Property Tax bills.

(ii). The City Council has received and analyzed the proposed refuse collection charges for residential services and has determined appropriate residential solid waste handling service charges to be set for the Fiscal Year 2021-22.

(iii). The City Council has determined that residential solid waste and handling service charges collected via the tax rolls affords the least costly mechanism for the residential taxpayers of the City of Placentia and users of the solid waste handling services.

(iv). All 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., above.

2. Solid waste handling service charges for residential and commercial services are set forth in "Exhibit A," attached hereto and incorporated by this reference as though fully set forth herein.

3. Solid waste handling service charges for residential services be placed on the Orange County Property Tax Rolls for the Fiscal Year 2021-22, and such charges be collected in the same manner as the Property Tax.

4. A copy of this Resolution shall forthwith be transmitted by the City Clerk to the Auditor-Controller of the County of Orange.

APPROVED and ADOPTED this 6th day of July 2021.

Craig S. Green, 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 held on the 6th day of July 2021 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 A
Placentia Rate Adjustments Calculation (Effective July 1, 2021)

ATTACHMENT 2

City of Placentia
Exhibit "A" Rate Summary

Effective July 1, 2021

Rate Type	Service Fee	Landfill Fee	City Refuse & Recycling Coordinator Fee	Organics Recycling	Adjusted Monthly Rate	Current Monthly Rate	Change	% Change
Single Family Residential	$ 25.42	$ 3.38	$ 0.30	N/A	**28.80**	$ 29.63	(0.83)	-2.79%
Additional Containers								
Black "Trash" Container	$ 6.04	$ 3.38			**$ 9.42**	$ 9.38	0.04	0.43%
Brown "Yard Waste" Container	$ 5.24				**$ 5.24**	$ 5.24	-	0.00%
Green "Recycling" Container	$ -				**$ -**	$ -	-	
Residential Special Services								
Residential Roll-Out Service	$ 12.44				**$ 12.44**	$ 12.33	0.11	0.87%
Extra Dump - All 3 Containers	$ 26.42				**$ 26.42**	$ 26.19	0.23	0.87%
Exchange of All 3 Containers	$ 40.86				**$ 40.86**	$ 40.50	0.35	0.87%
Container Replacement - Misuse	$ 72.28				**$ 72.28**	$ 71.66	0.63	0.87%
Residential Bulky-Item Pick-ups								
Additional Pick-ups over 3x p/Year	$ 51.13				**$ 51.13**	$ 50.69	0.44	0.87%
Charge for each item over 10	$ 7.30				**$ 7.30**	$ 7.24	0.06	0.87%
Additional Fee Gas Recovery	$ 51.13				**$ 51.13**	$ 50.69	0.44	0.87%
Three Yard Containers								
3 Days + Dump	$ 94.52	$ 5.87			**$ 100.39**	$ 99.60	0.79	0.79%
Each Additional Day	$ 7.73				**$ 7.73**	$ 7.66	0.07	0.87%
Commercial								
Commercial Barrel (Each)								
1 x p/wk (Max of Three)	$ 21.00	$ 6.46	$ 0.19	$ 0.04	**$ 27.51**	**$ 27.23**	$ 0.28	1.01%
Each Additional Pick-up Freq.(Max 3 X)	$ 21.00	$ 6.46	$ 0.19	$ 0.04	**$ 27.51**	**$ 27.23**	$ 0.28	1.01%
Organic Commercial Barrel (Each)								
64G only, 1 x p/wk (Max of Three)	$ 48.26		$ 0.44	$ 0.08	**$ 48.34**	**$ 47.90**	$ 0.44	0.92%
Each Additional Pick-up Freq.(Max 3 X)								
Two Yard Containers								
One Pick-up Only	$ 125.66	$ 17.87	$ 1.15	$ 0.23	**$ 144.90**	**$ 142.40**	$ 2.50	1.76%
Each Additional Pick-up Freq.(Max 3 X)	$ 65.63	$ 17.87	$ 0.60	$ 0.13	**$ 83.64**	**$ 82.83**	$ 0.81	0.97%
Non-Scheduled Pick-up	$ 59.78	$ 4.13	$ 0.55	$ 0.10	**$ 64.01**	**$ 63.42**	$ 0.59	0.93%
Three Yard Containers								
First Pick-up	$ 157.19	$ 26.77	$ 1.43	$ 0.29	**$ 185.68**	**$ 182.51**	$ 3.17	1.74%
Each Additional Pick-up Freq.	$ 84.93	$ 26.77	$ 0.77	$ 0.18	**$ 112.65**	**$ 110.79**	$ 1.86	1.68%
Non-Scheduled Pick-up	$ 73.49	$ 6.17	$ 0.67	$ 0.13	**$ 80.46**	**$ 79.05**	$ 1.41	1.78%
							$ -	
Three Yard Manure Containers							$ -	
First Pick-up	$ 157.19	$ 40.31	$ 1.43	$ 0.31	**$ 199.25**	**$ 195.91**	$ 3.34	1.70%
Each Additional Pick-up Freq.	$ 84.93	$ 40.31	$ 0.77	$ 0.20	**$ 126.21**	**$ 124.19**	$ 2.02	1.63%
Non-Scheduled Pick-up	$ 73.48	$ 6.17	$ 0.67	$ 0.13	**$ 80.44**	**$ 79.04**	$ 1.40	1.78%
Three Yard Compactors								
First Pick-up	$ 193.93	$ 66.08	$ 1.77	$ 0.41	**$ 262.20**	**$ 257.88**	$ 4.32	1.67%
Each Additional Pick-up Freq.	$ 121.92	$ 66.08	$ 1.11	$ 0.30	**$ 189.41**	**$ 186.40**	$ 3.01	1.61%
Non-Scheduled Pick-up	$ 111.67	$ 15.25	$ 1.02	$ 0.20	**$ 128.14**	**$ 125.93**	$ 2.21	1.76%
Four Yard Containers								
First Pick-up	$ 172.91	$ 36.11	$ 1.58	$ 0.33	**$ 210.93**	**$ 207.36**	$ 3.57	1.72%
Each Additional Pick-up Freq.	$ 93.43	$ 36.11	$ 0.85	$ 0.21	**$ 130.60**	**$ 128.47**	$ 2.13	1.66%
Non-Scheduled Pick-up	$ 80.83	$ 8.33	$ 0.74	$ 0.14	**$ 90.04**	**$ 88.47**	$ 1.57	1.77%

City of Placentia
Exhibit "A" Rate Summary

Effective July 1, 2021

Commercial (Continued)	Service Fee	Landfill Fee	City Refuse & Recycling Coordinator Fee	Organics Recycling	Adjusted Monthly Rate	Current Monthly Rate	Change	% Change
Six Yard Containers								
First Pick-up	$ 180.77	$ 53.54	$ 1.65	$ 0.37	$ 236.33	$ 232.41	$ 3.92	1.69%
Each Additional Pick-up Freq.	$ 97.67	$ 53.54	$ 0.89	$ 0.24	$ 152.34	$ 149.93	$ 2.41	1.61%
Non-Scheduled Pick-up	$ 84.52	$ 12.36	$ 0.77	$ 0.15	$ 97.80	$ 96.13	$ 1.68	1.75%
Three Yard Construction Bin								
First Pick-up	$ 204.84	$ 27.21	$ 1.87	$ 0.37	**$ 234.28**	$ 230.23	$ 4.05	1.76%
Each Additional Pick-up Freq.	$ 100.00	$ 28.19	$ 0.91	$ 0.20	**$ 129.31**	$ 127.15	$ 2.16	1.70%
Non-Scheduled Pick-up	$ 73.49	$ 6.50	$ 0.67	$ 0.13	**$ 80.79**	$ 79.37	$ 1.42	1.78%
							$ -	
Temp Three Yard Container - Non Profit							$ -	
3 Days + Dump	$ 91.49	$ 6.50	$ 0.83	$ 0.16	**$ 98.98**	$ 97.24	$ 1.74	1.79%
Each Additional Day	$ 7.50		$ 0.07	$ 0.01	**$ 7.58**	$ 7.44	$ 0.14	1.83%
Commercial Recycle Containers								
Three Yard "Recycle" Containers	$ 157.19							
First Pick-up	$ 84.93		$ 1.43	$ 0.25	**$ 158.87**	$ 156.02	$ 2.85	1.83%
Each Additional Pick-up Freq.	$ 73.49		$ 0.77	$ 0.13	**$ 85.84**	$ 84.30	$ 1.54	1.83%
Non-Scheduled Pick-up	$ 157.19		$ 0.67	$ 0.12	**$ 74.28**	$ 72.94	$ 1.33	1.83%
Contaminated Bin (Trash)			$ 1.43	$ 0.25	**$ 158.87**	$ 156.02	$ 2.85	1.83%
Commercial Special Services								
Pull Out Service								
First Pick-up	$ 61.86				**$ 61.86**	$ 61.33	$ 0.53	0.87%
Each Additional Pick up Freq	$ 61.86				**$ 61.86**	$ 61.33	$ 0.53	0.87%
Non-Scheduled Pick up	$ 61.86				**$ 61.86**	$ 61.33	$ 0.53	0.87%
Surcharge - Sunday Service	$ 14.20				**$ 14.20**	$ 14.08	$ 0.12	0.87%
Bin Exchange after One-Time p/Year	$ 90.06				**$ 90.06**	$ 89.29	$ 0.78	0.87%
Redelivery of Bin(s) - Non Payment	$ 91.31				**$ 91.31**	$ 90.52	$ 0.79	0.87%
Locking Latch Bins								
Set-Up Cost	$ 108.37				**$ 108.37**	$ 107.43	$ 0.94	0.87%
Monthly Maintenance Fee P/tip Freq.	$ 2.41				**$ 2.41**	$ 2.39	$ 0.02	0.87%
Special Access / Code or Key Fee	$ 12.01				**$ 12.01**	$ 11.91	$ 0.10	0.87%
Container Steam Cleaning after 1x/Year	$ 115.67				**$ 115.67**	$ 114.67	$ 1.00	0.87%
Clean-Up/Disposal "Over the Top"	$ 42.04				**$ 42.04**	$ 41.68	$ 0.36	0.87%
Commercial Bulky-Item Pick-ups								
Basic Charge - Two Items	$ 51.13				**$ 51.13**	$ 50.69	$ 0.44	0.87%
Charge for each item over Two	$ 7.30				**$ 7.30**	$ 7.24	$ 0.06	0.87%
Additional Fee Gas Recovery	$ 51.13				**$ 51.13**	$ 50.69	$ 0.44	0.87%
Tilt Hopper Monthly Rental	$ 46.83				**$ 46.83**	$ 46.43	$ 0.41	0.87%
Three Yard Bin Monthly Rental	$ 60.04				**$ 60.04**	$ 59.52	$ 0.52	0.87%

City of Placentia
Exhibit "A" Rate Summary

Effective July 1, 2021

Industrial and Roll-off Services	Service Fee	Landfill Fee	City Refuse & Recycling Coordinator Fee	Organics Recycling	Adjusted Monthly Rate	Current Monthly Rate	Change	% Change
Permanent Services								
15-Yard Demo Container	$ 415.42	$ 223.55	$ 3.79	$ 1.01	**$ 643.76**	$ 633.54	$ 10.22	1.61%
15-Yard Demo Container - Clean Inerts	$ 378.25		$ 3.45	$ 0.60	**$ 382.30**	$ 375.44	$ 6.87	1.83%
30-Yard Drop Off Container	$ 392.75	$ 186.30	$ 3.58	$ 0.92	**$ 583.55**	$ 574.18	$ 9.37	1.63%
30-Yard Container - Green Waste	$ 545.10		$ 4.97	$ 0.86	**$ 550.94**	$ 541.05	$ 9.89	1.83%
40-Yard Compactor	$ 493.41	$ 260.82	$ 4.50	$ 1.19	**$ 759.92**	$ 747.83	$ 12.09	1.62%
Temporary Services								
15-Yard Demo Container	$ 424.26	$ 223.55	$ 3.87	$ 1.02	**$ 652.71**	$ 642.32	$ 10.38	1.62%
15-Yard Demo Container - Clean Inerts	$ 390.65		$ 3.56	$ 0.62	**$ 394.83**	$ 387.74	$ 7.09	1.83%
30-Yard Drop Off Container	$ 412.60	$ 186.30	$ 3.76	$ 0.95	**$ 603.61**	$ 593.88	$ 9.73	1.64%
30-Yard Container - Green Waste	$ 557.51		$ 5.08	$ 0.88	**$ 563.48**	$ 553.36	$ 10.12	1.83%
Overweight Surcharge p/ton (Actual weight over 8 tons/load)								
Trash Loads	$ 20.18	$ 37.26	$ 0.18	$ 0.09	**$ 57.72**	$ 56.91	$ 0.81	1.42%
Clean Inerts	$ 37.21		$ 0.34	$ 0.06	**$ 37.61**	$ 36.93	$ 0.68	1.83%
Clean Green Waste	$ 48.71		$ 0.44	$ 0.08	**$ 49.23**	$ 48.35	$ 0.88	1.83%
Industrial Special Services								
Saturday Service - Per Pull	$ 38.11			$ -	**$ 38.11**	$ 37.78	$ 0.33	0.87%
Mandatory Signature Required - Per Pull	$ 6.01			$ -	**$ 6.01**	$ 5.96	$ 0.05	0.87%
Additional Days Temp R/O Per Day	$ 14.59			$ -	**$ 14.59**	$ 14.46	$ 0.13	0.87%
Stand-By Hourly Rate	$ 91.31			$ -	**$ 91.31**	$ 90.52	$ 0.79	0.87%
Relocation/Trip Charge/Dead Run	$ 60.04			$ -	**$ 60.04**	$ 59.52	$ 0.52	0.87%
Packer "Turn-A-Round" Surcharge Per Pull	$ 12.01			$ -	**$ 12.01**	$ 11.91	$ 0.10	0.87%
Heavy-Duty Truck Service - Per Pull	$ 420.31			$ -	**$ 420.31**	$ 416.67	$ 3.63	0.87%
R/O Container Steam Cleaning after 1x/Year	$ 120.09			$ -	**$ 120.09**	$ 119.05	$ 1.04	0.87%
Storage Container Rental / Delivery	$ 94.87			$ -	**$ 94.87**	$ 94.05	$ 0.82	0.87%
Storage Container Return $10.00 + Per/Mile	$ 1.32			$ -	**$ 1.32**	$ 1.31	$ 0.01	0.87%

City of Placentia
Exhibit "A" Back-Up

July 1, 2021 ADJUSTED RATES

277.755 Local CPI-U [12 Months Annual 2020]
280.178 Local CPI-U [12 Months Annual 2021]
0.872% Local CPI-U Change [Adjustment in (B)]

Jan 2021 over Jan 2020 Annual CPI, using Los Angeles- Long Beach-Anaheim

0.16% Organics Sector Wide PI

$35.67 Orange County Gate Fee July 2020
$36.09 Orange County Gate Fee July 2021
1.177% Orange County Gate Fee Change [Adjustment in (E)]

RESIDENTIAL	(A) Service Fee	+ (B) Green Waste Processing Rate	+ (C) CPI Adj.	= (D) Adjusted Service Fee [(A)+(B)]	(E) Orange Co. Landfill	+ (F) Landfill Adjustment	= (G) Adjusted Landfill Cost [(F)+(G)]	+ (H) Solid Waste & Recycling Svcs. Coordinator Fee	+ (I) Total Rate [(D)+(G)+(H)]		(J) Total Rate Eff 7-1-21	(K) Franchise [15% of (I)]	+ (L) Administrative [5% of (I)]	= (M) Fees Paid to Placentia	Net Percent Rate Change	DOUBLE-CHECK OF RATE CALCULATION (B) Must = 0.87%	(E) Must = 1.18%	(J) Must = 20.00%
Single Family	$ 22.95	$2.25	$ 0.22	$ 25.42	$ 3.34	$ 0.04	$ 3.38	$ 0.30	28.80	$ -	$ 28.80	$ -	$ -	$ -	0.99%	0.96%	1.18%	0.00%
Additional Containers																		
Black "Trash" Container	$ 6.04		$ 0.05	$ 6.04	$ 3.34	$ 0.04	$ 3.38		$ 9.42	$ -	$ 9.42	$ 1.41	$ 0.47	$ 1.88	0.98%	0.87%	1.18%	20.00%
Brown "Yard Waste" Container	$ 5.24		$ 0.05	$ 5.24	n/a				$ 5.24	$ -	$ 5.24	$ 0.79	$ 0.26	$ 1.05	0.87%	0.87%	n/a	20.00%
Green "Recycling" Container	$ -		$ -	$ -	n/a				$ -	$ -	$ -	$ -	$ -	$ -	0.00%	n/a	n/a	n/a
Residential Special Services																		
Residential Roll-Out Service	$ 12.33		$ 0.11	$ 12.44	n/a				$ 12.44	$ -	$ 12.44	$ 1.87	$ 0.62	$ 2.49	0.87%	0.87%	n/a	20.00%
Extra Dump - All 3 Containers	$ 26.19		$ 0.23	$ 26.42	n/a				$ 26.42	$ -	$ 26.42	$ 3.96	$ 1.32	$ 5.28	0.87%	0.87%	n/a	20.00%
Exchange of All 3 Containers	$ 40.50		$ 0.35	$ 40.86	n/a				$ 40.86	$ -	$ 40.86	$ 6.13	$ 2.04	$ 8.17	0.87%	0.87%	n/a	20.00%
Container Replacement - Misuse	$ 71.66		$ 0.63	$ 72.28	n/a				$ 72.28	$ -	$ 72.28	$ 10.84	$ 3.61	$ 14.46	0.87%	0.87%	n/a	20.00%
Residential Bulky-Item Pick-ups																		
Additional Pick-ups over 3x p/Year	$ 50.69		$ 0.44	$ 51.13	n/a				$ 51.13	$ -	$ 51.13	$ 7.67	$ 2.56	$ 10.23	0.87%	0.87%	n/a	20.00%
Charge for each item over 10	$ 7.24		$ 0.06	$ 7.30	n/a				$ 7.30	$ -	$ 7.30	$ 1.10	$ 0.37	$ 1.46	0.87%	0.87%	n/a	20.00%
Additional Fee Gas Recovery	$ 50.69		$ 0.44	$ 51.13	n/a				$ 51.13	$ -	$ 51.13	$ 7.67	$ 2.56	$ 10.23	0.87%	0.87%	n/a	20.00%
Three Yard Containers																		
3 Days + Dump	$ 93.70		$ 0.82	$ 94.52	$ 5.80	$ 0.07	$ 5.87		$ 100.39	$ -	$ 100.39	$ 15.06	$ 5.02	$ 20.08	0.89%	0.87%	1.18%	20.00%
Each Additional Day	$ 7.66		$ 0.07	$ 7.73	n/a				$ 7.73	$ -	$ 7.73	$ 1.16	$ 0.39	$ 1.55	0.87%	0.87%	n/a	20.00%

City of Placentia Exhibit "A" Back-Up

COMMERCIAL	(A) Service Fee	(B) CPI Adj.	(C) Adjusted Service Fee [(A)+(B)]	(D) Orange Co. Landfill	(E) Landfill Adjustment	(F) Adjusted Landfill Cost [(D)+(E)]	Solid Waste & Recycling Svcs. Coordinator Fee Sector PI 0.92%	(H) Total Rate [(C)+(F)+(G)]	(I) Organic PI 0.16%	(J) Total Rate Eff 7-1-21	(K) Franchise [15% of (G)]	(L) Administrative [5% of (G)]	(M) Fees Paid to Placentia	Net Percent Rate Change	DOUBLE-CHECK OF RATE CALCU (B) Must = 0.87%	(E) Must = 1.18%	(J) Must = 20.00%
Commercial Barrel (Each)																	
1 x p/wk (Max of Three)	$ 20.82	$ 0.18	$ 21.00	$ 6.38	$ 0.08	$ 6.46	$ 0.19	$ 27.46	$ 0.04	$ 27.51	$ 4.13	$ 1.37	$ 5.50	1.10%	0.87%	1.18%	20.00%
Each Additional Pick-up Freq.(Max 2	$ 20.82	$ 0.18	$ 21.00	$ 6.38	$ 0.08	$ 6.46	$ 0.19	$ 27.46	$ 0.04	$ 27.51	$ 4.13	$ 1.37	$ 5.50	1.10%	0.87%	1.18%	20.00%
Organic Commercial Barrel (Each)																	
64G only, 1 x p/wk (Max of Three)	$ 47.85	$ 0.42	$ 48.26				$ 0.44	$ 48.26	$ 0.08	$ 48.34	$ 7.25	$ 2.41	$ 9.66	1.03%	0.87%	0.00%	20.00%
Each Additional Pick-up Freq.(Max 3 X)											$ -	$ -	$ -	0.00%	0.00%	0.00%	0.00%
Two Yard Containers																	
One Pick-up Only	$ 124.57	$ 1.09	$ 125.66	$ 17.66	$ 0.21	$ 17.87	$ 1.15	$ 144.67	$ 0.23	$ 144.90	$ 21.74	$ 7.23	$ 28.97	1.07%	0.87%	1.18%	20.00%
Each Additional Pick-up Freq.(Max 3	$ 65.07	$ 0.57	$ 65.63	$ 17.66	$ 0.21	$ 17.87	$ 0.60	$ 83.50	$ 0.13	$ 83.64	$ 12.55	$ 4.18	$ 16.73	1.10%	0.87%	1.18%	20.00%
Non-Scheduled Pick-up	$ 59.26	$ 0.52	$ 59.78	$ 4.08	$ 0.05	$ 4.13	$ 0.55	$ 63.91	$ 0.10	$ 64.01	$ 9.60	$ 3.20	$ 12.80	1.05%	0.87%	1.18%	20.00%
Three Yard Containers																	
First Pick-up	$ 155.83	$ 1.36	$ 157.19	$ 26.46	$ 0.31	$ 26.77	$ 1.43	$ 185.39	$ 0.29	$ 185.68	$ 27.85	$ 9.27	$ 37.12	1.08%	0.87%	1.18%	20.00%
Each Additional Pick-up Freq.	$ 84.20	$ 0.73	$ 84.93	$ 26.46	$ 0.31	$ 26.77	$ 0.77	$ 112.47	$ 0.18	$ 112.65	$ 16.90	$ 5.62	$ 22.52	1.11%	0.87%	1.18%	20.00%
Non-Scheduled Pick-up	$ 72.85	$ 0.64	$ 73.49	$ 6.10	$ 0.07	$ 6.17	$ 0.67	$ 80.33	$ 0.13	$ 80.46	$ 12.07	$ 4.02	$ 16.09	1.06%	0.87%	1.18%	20.00%
Three Yard Manure Containers																	
First Pick-up	$ 155.83	$ 1.36	$ 157.19	$ 39.84	$ 0.47	$ 40.31	$ 1.43	$ 198.93	$ 0.31	$ 199.25	$ 29.89	$ 9.95	$ 39.84	1.09%	0.87%	1.18%	20.00%
Each Additional Pick-up Freq.	$ 84.20	$ 0.73	$ 84.93	$ 39.84	$ 0.47	$ 40.31	$ 0.77	$ 126.01	$ 0.20	$ 126.21	$ 18.93	$ 6.30	$ 25.23	1.13%	0.87%	1.18%	20.00%
Non-Scheduled Pick-up	$ 72.84	$ 0.64	$ 73.48	$ 6.10	$ 0.07	$ 6.17	$ 0.67	$ 80.32	$ 0.13	$ 80.44	$ 12.07	$ 4.02	$ 16.09	1.06%	0.87%	1.18%	20.00%
Three Yard Compactors																	
First Pick-up	$ 192.26	$ 1.68	$ 193.93	$ 65.31	$ 0.77	$ 66.08	$ 1.77	$ 261.78	$ 0.41	$ 262.20	$ 39.33	$ 13.09	$ 52.42	1.11%	0.87%	1.18%	20.00%
Each Additional Pick-up Freq.	$ 120.86	$ 1.05	$ 121.92	$ 65.31	$ 0.77	$ 66.08	$ 1.11	$ 189.11	$ 0.30	$ 189.41	$ 28.41	$ 9.46	$ 37.87	1.14%	0.87%	1.18%	20.00%
Non-Scheduled Pick-up	$ 110.71	$ 0.97	$ 111.67	$ 15.07	$ 0.18	$ 15.25	$ 1.02	$ 127.94	$ 0.20	$ 128.14	$ 19.22	$ 6.40	$ 25.62	1.07%	0.87%	1.18%	20.00%
Four Yard Containers																	
First Pick-up	$ 171.42	$ 1.50	$ 172.91	$ 35.69	$ 0.42	$ 36.11	$ 1.58	$ 210.60	$ 0.33	$ 210.93	$ 31.64	$ 10.53	$ 42.17	1.08%	0.87%	1.18%	20.00%
Each Additional Pick-up Freq.	$ 92.62	$ 0.81	$ 93.43	$ 35.69	$ 0.42	$ 36.11	$ 0.85	$ 130.39	$ 0.21	$ 130.60	$ 19.59	$ 6.52	$ 26.11	1.12%	0.87%	1.18%	20.00%
Non-Scheduled Pick-up	$ 80.13	$ 0.70	$ 80.83	$ 8.23	$ 0.10	$ 8.33	$ 0.74	$ 89.89	$ 0.14	$ 90.04	$ 13.51	$ 4.49	$ 18.00	1.06%	0.87%	1.18%	20.00%
Six Yard Containers																	
First Pick-up	$ 179.21	$ 1.56	$ 180.77	$ 52.92	$ 0.62	$ 53.54	$ 1.65	$ 235.96	$ 0.37	$ 236.33	$ 35.45	$ 11.80	$ 47.25	1.10%	0.87%	1.18%	20.00%
Each Additional Pick-up Freq.	$ 96.83	$ 0.84	$ 97.67	$ 52.92	$ 0.62	$ 53.54	$ 0.89	$ 152.10	$ 0.24	$ 152.34	$ 22.85	$ 7.61	$ 30.46	1.14%	0.87%	1.18%	20.00%
Non-Scheduled Pick-up	$ 83.79	$ 0.73	$ 84.52	$ 12.22	$ 0.14	$ 12.36	$ 0.77	$ 97.65	$ 0.15	$ 97.80	$ 14.67	$ 4.88	$ 19.55	1.07%	0.87%	1.18%	20.00%

City of Placentia
Exhibit "A" Back-Up

COMMERCIAL	(A) Service Fee	(B) CPI Adj.	(C) Adjusted Service Fee [(A)+(B)]	(D) Orange Co. Landfill	(E) Landfill Adjustment	(F) Adjusted Landfill Cost [(D)+(E)]	(G) Solid Waste & Recycling Svcs. Coordinator Fee Sector PI 0.92%	(H) Total Rate [(C)+(F)+(G)]	(I) Organic PI 0.16%	(I) Total Rate Eff 7-1-21	(K) Franchise [15% of (G)]	(L) Administrative [5% of (G)]	(M) Fees Paid to Placentia	Net Percent Rate Change	DOUBLE-CHECK OF RATE CALCU (B) Must = 0.87%	(E) Must = 1.18%	(J) Must = 20.00%
Three Yard Construction Bin																	
First Pick-up	$ 203.06	$ 1.77	$ 204.84	$ 26.89	$ 0.32	$ 27.21	$ 1.87	$ 233.91	$ 0.37	$ 234.28	$ 35.14	$ 11.70	$ 46.84	1.07%	0.87%	1.18%	20.00%
Each Additional Pick-up Freq.	$ 99.14	$ 0.86	$ 100.00	$ 27.86	$ 0.33	$ 28.19	$ 0.91	$ 129.10	$ 0.20	$ 129.31	$ 19.40	$ 6.46	$ 25.86	1.10%	0.87%	1.18%	20.00%
Non-Scheduled Pick-up	$ 72.85	$ 0.64	$ 73.49	$ 6.42	$ 0.08	$ 6.50	$ 0.67	$ 80.66	$ 0.13	$ 80.79	$ 12.12	$ 4.03	$ 16.15	1.06%	0.87%	1.18%	20.00%
Temp Three Yard Container - Non Profit																	
3 Days + Dump	$ 90.70	$ 0.79	$ 91.49	$ 6.42	$ 0.08	$ 6.50	$ 0.83	$ 98.83	$ 0.16	$ 98.98	$ 14.85	$ 4.94	$ 19.79	1.05%	0.87%	1.18%	20.00%
Each Additional Day	$ 7.43	$ 0.06	$ 7.50				$ 0.07	$ 7.57	$ 0.01	$ 7.58	$ 1.14	$ 0.38	$ 1.52	1.03%	0.87%	0.00%	20.00%
Commercial Recycle Containers																	
Three Yard "Recycle" Containers																	
First Pick-up	$ 155.83	$ 1.36	$ 157.19				$ 1.43	$ 158.62	$ 0.25	$ 158.87	$ 23.83	$ 7.93	$ 31.76	1.03%	0.87%	0.00%	20.00%
Each Additional Pick-up Freq.	$ 84.20	$ 0.73	$ 84.93				$ 0.77	$ 85.70	$ 0.13	$ 85.84	$ 12.88	$ 4.29	$ 17.17	1.03%	0.87%	0.00%	20.00%
Non-Scheduled Pick-up	$ 72.85	$ 0.64	$ 73.49				$ 0.67	$ 74.16	$ 0.12	$ 74.28	$ 11.14	$ 3.71	$ 14.85	1.03%	0.87%	0.00%	20.00%
Contaminated Bin (Trash)	$ 155.83	$ 1.36	$ 157.19				$ 1.43	$ 158.62	$ 0.25	$ 158.87	$ 23.83	$ 7.93	$ 31.76	1.03%	0.87%	0.00%	20.00%
Commercial Special Services																	
Pull Out Service																	
First Pick-up	$ 61.33	$ 0.53	$ 61.86					$ 61.86	$ -	$ 61.86	$ 9.28	$ 3.09	$ 12.37	0.87%	0.87%	0.00%	20.00%
Each Additional Pick up Freq	$ 61.33	$ 0.53	$ 61.86					$ 61.86	$ -	$ 61.86	$ 9.28	$ 3.09	$ 12.37	0.87%	0.87%	0.00%	20.00%
Non-Scheduled Pick up	$ 61.33	$ 0.53	$ 61.86					$ 61.86	$ -	$ 61.86	$ 9.28	$ 3.09	$ 12.37	0.87%	0.87%	0.00%	20.00%
Surcharge - Sunday Service	$ 14.08	$ 0.12	$ 14.20					$ 14.20	$ -	$ 14.20	$ 2.13	$ 0.71	$ 2.84	0.87%	0.87%	0.00%	20.00%
Bin Exchange after One-Time p/Year	$ 89.29	$ 0.78	$ 90.06					$ 90.06	$ -	$ 90.06	$ 13.51	$ 4.50	$ 18.01	0.87%	0.87%	0.00%	20.00%
Redelivery of Bin(s) - Non Payment	$ 90.52	$ 0.79	$ 91.31					$ 91.31	$ -	$ 91.31	$ 13.70	$ 4.57	$ 18.27	0.87%	0.87%	0.00%	20.00%
Locking Latch Bins																	
Set-Up Cost	$ 107.43	$ 0.94	$ 108.37					$ 108.37	$ -	$ 108.37	$ 16.26	$ 5.42	$ 21.68	0.87%	0.87%	0.00%	20.00%
Monthly Maintenance Fee P/tip Freq	$ 2.39	$ 0.02	$ 2.41					$ 2.41	$ -	$ 2.41	$ 0.36	$ 0.12	$ 0.48	0.87%	0.87%	0.00%	20.00%
Special Access / Code or Key Fee	$ 11.91	$ 0.10	$ 12.01					$ 12.01	$ -	$ 12.01	$ 1.80	$ 0.60	$ 2.40	0.87%	0.87%	0.00%	20.00%
Container Steam Cleaning after 1x/Ye	$ 114.67	$ 1.00	$ 115.67					$ 115.67	$ -	$ 115.67	$ 17.35	$ 5.78	$ 23.13	0.87%	0.87%	0.00%	20.00%
Clean-Up/Disposal "Over the Top"	$ 41.68	$ 0.36	$ 42.04					$ 42.04	$ -	$ 42.04	$ 6.31	$ 2.10	$ 8.41	0.87%	0.87%	0.00%	20.00%
Commercial Bulky-Item Pick-ups																	
Basic Charge - Two Items	$ 50.69	$ 0.44	$ 51.13					$ 51.13	$ -	$ 51.13	$ 7.67	$ 2.56	$ 10.23	0.87%	0.87%	0.00%	20.00%
Charge for each item over Two	$ 7.24	$ 0.06	$ 7.30					$ 7.30	$ -	$ 7.30	$ 1.10	$ 0.37	$ 1.47	0.87%	0.87%	0.00%	20.00%
Additional Fee Gas Recovery	$ 50.69	$ 0.44	$ 51.13					$ 51.13	$ -	$ 51.13	$ 7.67	$ 2.56	$ 10.23	0.87%	0.87%	0.00%	20.00%
Tilt Hopper Monthly Rental	$ 46.43	$ 0.41	$ 46.83					$ 46.83	$ -	$ 46.83	$ 7.02	$ 2.34	$ 9.36	0.87%	0.87%	0.00%	20.00%
Three Yard Bin Monthly Rental	$ 59.52	$ 0.52	$ 60.04					$ 60.04	$ -	$ 60.04	$ 9.01	$ 3.00	$ 12.01	0.87%	0.87%	0.00%	20.00%

City of Placentia
Exhibit "A" Back-Up

CITY OF PLACENTIA
EXHIBIT "A" BACK-UP

INDUSTRIAL ROLL-OFF SERVICES	(A) Service Fee	(B) CPI Adj.	(C) Adjusted Service Fee [(A)+(B)]	(D) Orange Co. Landfill	(E) Landfill Adjustment	(F) Adjusted Landfill Cost [(D)+(E)]	(G) Solid Waste & Recycling Svcs. Coordinator Fee Sector PI 0.92%	(H) Total Rate [(C)+(F)+(G)]	(I) Organic PI 0.16%	(I) Total Rate Eff 7-1-21	(K) Franchise [15% of (G)]	(L) Administrative [5% of (G)]	(M) Fees Paid to Placentia	Net Percent Rate Change	DOUBLE-CHECK OF RATE CALCU (B) Must = 0.87%	(E) Must = 1.18%	(J) Must = 20.00%
Permanent Services																	
15-Yard Demo Container	$ 411.82	$ 3.59	$ 415.42	$ 220.95	$ 2.60	$ 223.55	$ 3.79	$ 642.75	$ 1.01	$ 643.76	$ 96.56	$ 32.14	$ 128.70	1.12%	0.87%	1.18%	20.00%
15-Yard Demo Container - Clean Iner	$ 374.98	$ 3.27	$ 378.25				$ 3.45	$ 381.70	$ 0.60	$ 382.30	$ 57.35	$ 19.09	$ 76.44	1.03%	0.87%	0.00%	20.00%
30-Yard Drop Off Container	$ 389.35	$ 3.40	$ 392.75	$ 184.13	$ 2.17	$ 186.30	$ 3.58	$ 582.63	$ 0.92	$ 583.55	$ 87.53	$ 29.13	$ 116.66	1.11%	0.87%	1.18%	20.00%
30-Yard Container - Green Waste	$ 540.39	$ 4.71	$ 545.10				$ 4.97	$ 550.08	$ 0.86	$ 550.94	$ 82.64	$ 27.50	$ 110.14	1.03%	0.87%	0.00%	20.00%
40-Yard Compactor	$ 489.14	$ 4.27	$ 493.41	$ 257.78	$ 3.04	$ 260.82	$ 4.50	$ 758.73	$ 1.19	$ 759.92	$ 113.99	$ 37.94	$ 151.93	1.12%	0.87%	1.18%	20.00%
Temporary Services																	
15-Yard Demo Container	$ 420.59	$ 3.67	$ 424.26	$ 220.95	$ 2.60	$ 223.55	$ 3.87	$ 651.68	$ 1.02	$ 652.71	$ 97.91	$ 32.58	$ 130.49	1.12%	0.87%	1.18%	20.00%
15-Yard Demo Container - Clean Iner	$ 387.27	$ 3.38	$ 390.65				$ 3.56	$ 394.21	$ 0.62	$ 394.83	$ 59.22	$ 19.71	$ 78.93	1.03%	0.87%	0.00%	20.00%
30-Yard Drop Off Container	$ 409.03	$ 3.57	$ 412.60	$ 184.13	$ 2.17	$ 186.30	$ 3.76	$ 602.67	$ 0.95	$ 603.61	$ 90.54	$ 30.13	$ 120.67	1.10%	0.87%	1.18%	20.00%
30-Yard Container - Green Waste	$ 552.69	$ 4.82	$ 557.51				$ 5.08	$ 562.60	$ 0.88	$ 563.48	$ 84.52	$ 28.13	$ 112.65	1.03%	0.87%	0.00%	20.00%
Overweight Surcharge p/ton (Actual weight over 8 tons/load)																	
Trash Loads	$ 20.01	$ 0.17	$ 20.18	$ 36.83	$ 0.43	$ 37.26	$ 0.18	$ 57.62	$ 0.09	$ 57.72	$ 8.66	$ 2.88	$ 11.54	1.33%	0.87%	1.18%	20.00%
Clean Inerts	$ 36.89	$ 0.32	$ 37.21				$ 0.34	$ 37.55	$ 0.06	$ 37.61	$ 5.64	$ 1.88	$ 7.52	1.03%	0.87%	0.00%	20.00%
Clean Green Waste	$ 48.29	$ 0.42	$ 48.71				$ 0.44	$ 49.16	$ 0.08	$ 49.23	$ 7.39	$ 2.46	$ 9.85	1.03%	0.87%	0.00%	20.00%
Industrial Special Services																	
Saturday Service - Per Pull	$ 37.78	$ 0.33	$ 38.11					$ 38.11	$ -	$ 38.11	$ 5.72	$ 1.91	$ 7.63	0.87%	0.87%	0.00%	20.00%
Mandatory Signature Required - Per I	$ 5.96	$ 0.05	$ 6.01					$ 6.01	$ -	$ 6.01	$ 0.90	$ 0.30	$ 1.20	0.87%	0.87%	0.00%	20.00%
Additional Days Temp R/O Per Day	$ 14.46	$ 0.13	$ 14.59					$ 14.59	$ -	$ 14.59	$ 2.19	$ 0.73	$ 2.92	0.87%	0.87%	0.00%	20.00%
Stand-By Hourly Rate	$ 90.52	$ 0.79	$ 91.31					$ 91.31	$ -	$ 91.31	$ 13.70	$ 4.57	$ 18.27	0.87%	0.87%	0.00%	20.00%
Relocation/Trip Charge/Dead Run	$ 59.52	$ 0.52	$ 60.04					$ 60.04	$ -	$ 60.04	$ 9.01	$ 3.00	$ 12.01	0.87%	0.87%	0.00%	20.00%
Packer "Turn-A-Round" Surcharge Pe	$ 11.91	$ 0.10	$ 12.01					$ 12.01	$ -	$ 12.01	$ 1.80	$ 0.60	$ 2.40	0.87%	0.87%	0.00%	20.00%
Heavy-Duty Truck Service - Per Pull	$ 416.67	$ 3.63	$ 420.31					$ 420.31	$ -	$ 420.31	$ 63.05	$ 21.02	$ 84.07	0.87%	0.87%	0.00%	20.00%
R/O Container Steam Cleaning after 1	$ 119.05	$ 1.04	$ 120.09					$ 120.09	$ -	$ 120.09	$ 18.01	$ 6.00	$ 24.01	0.87%	0.87%	0.00%	20.00%
Storage Container Rental / Delivery	$ 94.05	$ 0.82	$ 94.87					$ 94.87	$ -	$ 94.87	$ 14.23	$ 4.74	$ 18.97	0.87%	0.87%	0.00%	20.00%
Storage Container Return $10.00 + P	$ 1.31	$ 0.01	$ 1.32					$ 1.32	$ -	$ 1.32	$ 0.20	$ 0.07	$ 0.27	0.87%	0.87%	0.00%	20.00%

City of Placentia
Solid Waste Recycling Services Coordinator Fee Breakdown

Solid Waste & Recycling Services Coordinator Fee

FY 2021-22 Annual Fully Burdended Salary **$ 84,782.77**

		Position Allocation to Customer Group	Salary Costs Allocation to Customer Group	Annual Cost Per Customer	Monthly Cost per Customer
Number of Residential Customers	**11,726**	50%	$ 42,391.39	$ 3.62	$ 0.30

		Annual Revenue for Commercial/Industrial Customers	Position Allocation to Customer Group	Salary Costs Allocation to Customer Group	Sector Wide PI (% Increase)
Number of Commercial/Industrial Customers	**802**	4,616,015.58	50%	$ 42,391.39	0.92%
Businesses	634				
Multi-Family Complexes	168				

Placentia: This the annual revenue amount is for 2020 and was calculated using the monthly franchise fee reports from Republic.

Placentia: Salary Costs Allocaton divided by Annual Revenue

Organics Material Processing Component Adjustment

EXHIBIT 2
Organics Material Processing Component Adjustment
Placentia Calculation

Note: This formula is only to be applied if the processing cost per ton for organic waste changes from previous year and if the rebalancing procedure in Exhibit 3 is not implemented that year.
Step 1: Calculate the organics processing price increase per ton by inputting existing and new organic waste cost per ton in blue columns.

		A	B	C	D	E
Row	Adjustment Factor	Existing Organic Waste Processing Costper Ton	Input Most Recent CPI Adjustment % to Commercial/ Industrial rates	Adjusted Cost Per Ton with CPI Adjustment (Column C = Column A x (1 + Column B))	New Organic Waste Cost per Ton effective July 1, 2020	Change In Cost per Ton (Column D - Column C)
1	Organic Waste Processing Cost per Ton	$ 105.00	0.87%	$ 105.92	$ 116.05	$ 10.14

Step Two: Determine the commercial sector-wide percentage adjustment to commercial and industrial rates for increases in organic processing costs by entering in Column F the higher of the annual organics tonnage threshold established in Exhibit 4. footnote 6 or the actual organics tonnage processed in the past 12 months. Enter the annual commercial and industrial rate revenue from Contractor in Column I.

		F	G	H	I	J
Row	Rate Category	Higher of Organics Tonnage Threshold or Actual Collected Tonnage (1)	Change In Cost per Ton (From Column E)	Additional Processing Costs (Column F x Column G) applied to	Commercial and Industrial Annual Rate Revenue from Contractor (2)	Total Percent Change to be applied to Commercial and Industrial Rates ((Column H / Column I) +1))[3]
2	Organic Waste Recycling Program	711	$ 10.14	$ 7,207.17	$ 4,583,487	0.1572%

(1)Initial tonnage based on Contractor's 9/26/2017 proposed organics tonnage threshold.
(2)Contractor to provide annual rate revenue for the commercial and industrial sectors.
(3)To be applied to Commercial and Industrial rates at the time of next rate adjustment by adding the percentage in Column J to the regular annual adjustment.

Note: This formula is only to be applied if the processing cost per ton for organic waste changes from previous year and if the rebalancing procedures in Exhibit 3 is not implemented

CPI for All Urban Consumers (CPI-U)
Original Data Value

Series Id: CUURS49ASA0
Not Seasonally Adjusted
Series Title: All items in Los Angeles-Long Beach-Anaheim, CA, all
Area: Los Angeles-Long Beach-Anaheim, CA
Item: All items
Base Period: 1982-84=100
Years: 2011 to 2021

Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual	HALF1	HALF2
2011	228.652	229.729	232.241	233.319	233.367	232.328	231.303	231.833	233.022	233.049	232.731	231.567	231.928	231.606	232.251
2012	233.441	234.537	236.941	236.866	237.032	236.025	235.776	237.222	238.104	240.111	237.675	236.042	236.648	235.807	237.488
2013	238.015	239.753	239.995	239.043	239.346	239.223	238.920	239.219	239.611	239.940	238.677	238.742	239.207	239.229	239.185
2014	239.857	241.059	242.491	242.437	243.362	243.528	243.727	243.556	243.623	243.341	241.753	240.475	242.434	242.122	242.746
2015	239.724	241.297	243.738	243.569	246.093	245.459	247.066	246.328	245.431	245.812	245.711	245.357	244.632	243.313	245.951
2016	247.155	247.113	247.873	248.368	249.554	249.789	249.784	249.700	250.145	251.098	250.185	250.189	249.246	248.309	250.184
2017	252.373	253.815	254.525	254.971	255.674	255.275	256.023	256.739	257.890	258.883	259.135	259.220	256.210	254.439	257.982
2018	261.235	263.012	264.158	265.095	266.148	265.522	266.007	266.665	268.032	269.482	268.560	267.631	265.962	264.195	267.730
2019	269.468	269.608	271.311	273.945	274.479	274.380	274.682	274.579	276.054	278.075	277.239	275.553	274.114	272.199	276.030
2020	277.755	278.657	276.589	275.853	276.842	278.121	279.899	280.116	279.366	279.947	280.102	279.560	278.567	277.303	279.832
2021	280.178														

AMENDMENT NO 12. TO
AMENDED, REVISED AND RESTATED AGREEMENT FOR SOLID WASTE SERVICES BETWEEN
THE CITY OF PLACENTIA AND
REPUBLIC WASTE SERVICES OF SOUTHERN CALIFORNIA, LLC

This Amendment No. 12 (the "Amendment") is made and entered into effective the 1st day of July 2021, by and between the City of Placentia, a Charter City and Municipal Corporation ("City"), and Republic Waste Services of Southern California, LLC, a wholly owned subsidiary of Republic Services, Inc., a Delaware Limited Liability Company, dba Placentia Disposal for Solid Waste Handling Services (hereinafter "Contractor"). City and Contractor are sometimes hereinafter individually referred to as "Party" and or collectively referred to as the "Parties."

A. Recitals.

(i) Effective July 20, 2010, City and Contractor entered into the "Amended, Revised and Restated Agreement" (the "Agreement").

(ii) The Agreement has been revised ten times previously, the most recent revision being the Amendment No. 11, which became effective July 1, 2020.

(iii). City and Contractor have determined that this Amendment is required to adjust the solid waste collection rates per the terms of the Agreement in connection with solid waste handling services for City's residents and commercial, industrial and municipal entities and agencies within the City.

(vi) All legal prerequisites to the making of this Amendment have occurred.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties Agree as follows:

B. Agreement Amendment

1. *Recitals Incorporated.* In all respects as set forth in the Recitals, Part A., above, the Recitals are incorporated into the Agreement.

2. Contractor shall continue to provide solid waste handling services for City's residents and commercial, industrial and municipal entities and agencies within the City in accordance with the Agreement.

3. The following subsection is added to Section 2 of the Agreement, (entitled "Definitions"),:

2.10.1 City Refuse & Recycling Coordinator Fee shall mean the the fee or assessment set by the City which is attended to offset the City's and to compenstate the City for the costs for solid waste management and meet State regulatory requirements of AB 939, AB 341,

AB 1826 and SB 1383.

This fee shall be included as a separate line item on all invoices and shall not affect the amount of Contractor's compensation as determined in accordance with §24 of the Agreement. Starting on July 1, 2022, and each July 1st thereafter, the City Refuse & Recycling Coordinator Fee amount shall be annually adjusted by the CPI-U amount as established in Section 24.3, and shall not exceed four percent (7%) annually in accordance with § 24.4

3. The following subsection is added to Section 11 of the Agreement, (entitled " Contractor's Consideration"),:

11.5. City Fees. Pursuant to California Public Resources Code §41902, the City, may directly assess a fee or may, by agreement, arrange for the fee to be collected by the Contractor under this Agreement. Contractor agrees to pay or collect, as the case may be, a City Refuse & Recycling Coordinator Fee. Contractor shall collect the City Refuse & Recycling Coordinator Fee pursuant to the billing services and systems defined in §13. The City Refuse & Recycling Coordinator fee due in connection with amounts that are collected from Customers by City on behalf of Contractor shall be deducted by City prior to City forwarding funds it receives for payment of Solid Waste Handling Services to Contractor. The City Refuse & Recycling Coordinator fee due in connection with amounts that arc collected from Customers by Contractor shall be paid to the City at the same time as the Franchise Fee pursuant §11.1.

3. *Exhibit A Rates Revised.* Exhibit "A" of the Agreement hereby is amended to reflect the rates and charges permitted to be charged by Contractor during Fiscal Year 2021-22 as set forth in Exhibit "A" hereto captioned "City of Placentia Rate Summary –Effective July 1, 2021."

4. *Terms Remain in Effect.* Except as specifically modified herein, all of the remaining terms, conditions and provisions of the Agreement shall remain in full force and effect.

5. *Merger.* The Agreement, all amendments together with this Amendment No.12 and all Exhibits attached thereto, constitutes the entire Agreement between the Parties and supersedes all prior negotiations, arrangements, representations, and understandings, if any, made by or between the Parties with respect to the subject matter hereof. No amendment or other modification of the Agreement, as modified by this Amendment No. 12 shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

6. *Authority to Sign.* Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Amendment No. 12 and that such execution is binding upon the entity for which he or she is executing this document.

IN WITNESS WHEREOF, the Parties have caused Amendment No. 12 to the Agreement are to be executed as of the day and year first above written.

CONTRACTOR:

By: _____
Daniel Capener, General Manager

CITY OF PLACENTIA

By: _____
Damien R. Arrula, City Administrator

ATTEST:

By: _____
Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

By: _____
Christian L. Bettenhausen, City Attorney

City of Placentia
Proposed FY 2021-22 Rate Summary
(effective July 1, 2021)

Rate Type	Service Fee	Landfill Fee	City Refuse & Recycling Coordinator Fee	Organics Recycling	Adjusted Monthly Rate	Current Monthly Rate	Change	% Change
Single Family Residential	$ 25.42	$ 3.38	$ 0.30	N/A	**28.80**	$ 29.63	(0.83)	-2.79%
Additional Containers								
Black "Trash" Container	$ 6.04	$ 3.38			**$ 9.42**	$ 9.38	0.04	0.43%
Brown "Yard Waste" Container	$ 5.24				**$ 5.24**	$ 5.24	-	0.00%
Green "Recycling" Container	$ -				**$ -**	$ -	-	
Residential Special Services								
Residential Roll-Out Service	$ 12.44				**$ 12.44**	$ 12.33	0.11	0.87%
Extra Dump - All 3 Containers	$ 26.42				**$ 26.42**	$ 26.19	0.23	0.87%
Exchange of All 3 Containers	$ 40.86				**$ 40.86**	$ 40.50	0.35	0.87%
Container Replacement - Misuse	$ 72.28				**$ 72.28**	$ 71.66	- 0.63	0.87%
Residential Bulky-Item Pick-ups								
Additional Pick-ups over 3x p/Year	$ 51.13				**$ 51.13**	$ 50.69	0.44	0.87%
Charge for each item over 10	$ 7.30				**$ 7.30**	$ 7.24	0.06	0.87%
Additional Fee Gas Recovery	$ 51.13				**$ 51.13**	$ 50.69	0.44	0.87%
Three Yard Containers								
3 Days + Dump	$ 94.52	$ 5.87			**$ 100.39**	$ 99.60	0.79	0.79%
Each Additional Day	$ 7.73				**$ 7.73**	$ 7.66	0.07	0.87%
Commercial								
Commercial Barrel (Each)								
1 x p/wk (Max of Three)	$ 21.00	$ 6.46	$ 0.19	$ 0.04	**$ 27.51**	**$ 27.23**	$ 0.28	1.01%
Each Additional Pick-up Freq.(Max 3 X)	$ 21.00	$ 6.46	$ 0.19	$ 0.04	**$ 27.51**	**$ 27.23**	$ 0.28	1.01%
Organic Commercial Barrel (Each)								
64G only, 1 x p/wk (Max of Three)	$ 48.26		$ 0.44	$ 0.08	**$ 48.34**	**$ 47.90**	$ 0.44	0.92%
Each Additional Pick-up Freq.(Max 3 X)								
Two Yard Containers								
One Pick-up Only	$ 125.66	$ 17.87	$ 1.15	$ 0.23	**$ 144.90**	**$ 142.40**	$ 2.50	1.76%
Each Additional Pick-up Freq.(Max 3 X)	$ 65.63	$ 17.87	$ 0.60	$ 0.13	**$ 83.64**	**$ 82.83**	$ 0.81	0.97%
Non-Scheduled Pick-up	$ 59.78	$ 4.13	$ 0.55	$ 0.10	**$ 64.01**	**$ 63.42**	$ 0.59	0.93%
Three Yard Containers								
First Pick-up	$ 157.19	$ 26.77	$ 1.43	$ 0.29	**$ 185.68**	**$ 182.51**	$ 3.17	1.74%
Each Additional Pick-up Freq.	$ 84.93	$ 26.77	$ 0.77	$ 0.18	**$ 112.65**	**$ 110.79**	$ 1.86	1.68%
Non-Scheduled Pick-up	$ 73.49	$ 6.17	$ 0.67	$ 0.13	**$ 80.46**	**$ 79.05**	$ 1.41	1.78%
							$ -	
Three Yard Manure Containers							$ -	
First Pick-up	$ 157.19	$ 40.31	$ 1.43	$ 0.31	**$ 199.25**	**$ 195.91**	$ 3.34	1.70%
Each Additional Pick-up Freq.	$ 84.93	$ 40.31	$ 0.77	$ 0.20	**$ 126.21**	**$ 124.19**	$ 2.02	1.63%
Non-Scheduled Pick-up	$ 73.48	$ 6.17	$ 0.67	$ 0.13	**$ 80.44**	**$ 79.04**	$ 1.40	1.78%
Three Yard Compactors								
First Pick-up	$ 193.93	$ 66.08	$ 1.77	$ 0.41	**$ 262.20**	**$ 257.88**	$ 4.32	1.67%
Each Additional Pick-up Freq.	$ 121.92	$ 66.08	$ 1.11	$ 0.30	**$ 189.41**	**$ 186.40**	$ 3.01	1.61%
Non-Scheduled Pick-up	$ 111.67	$ 15.25	$ 1.02	$ 0.20	**$ 128.14**	**$ 125.93**	$ 2.21	1.76%
Four Yard Containers								
First Pick-up	$ 172.91	$ 36.11	$ 1.58	$ 0.33	**$ 210.93**	**$ 207.36**	$ 3.57	1.72%
Each Additional Pick-up Freq.	$ 93.43	$ 36.11	$ 0.85	$ 0.21	**$ 130.60**	**$ 128.47**	$ 2.13	1.66%
Non-Scheduled Pick-up	$ 80.83	$ 8.33	$ 0.74	$ 0.14	**$ 90.04**	**$ 88.47**	$ 1.57	1.77%

City of Placentia
Proposed FY 2021-22 Rate Summary
(effective July 1, 2021)

Commercial (Continued)	Service Fee	Landfill Fee	City Refuse & Recycling Coordinator Fee	Organics Recycling	Adjusted Monthly Rate	Current Monthly Rate	Change	% Change
Six Yard Containers								
First Pick-up	$ 180.77	$ 53.54	$ 1.65	$ 0.37	$ 236.33	$ 232.41	$ 3.92	1.69%
Each Additional Pick-up Freq.	$ 97.67	$ 53.54	$ 0.89	$ 0.24	$ 152.34	$ 149.93	$ 2.41	1.61%
Non-Scheduled Pick-up	$ 84.52	$ 12.36	$ 0.77	$ 0.15	$ 97.80	$ 96.13	$ 1.68	1.75%
Three Yard Construction Bin								
First Pick-up	$ 204.84	$ 27.21	$ 1.87	$ 0.37	**$ 234.28**	$ 230.23	$ 4.05	1.76%
Each Additional Pick-up Freq.	$ 100.00	$ 28.19	$ 0.91	$ 0.20	**$ 129.31**	$ 127.15	$ 2.16	1.70%
Non-Scheduled Pick-up	$ 73.49	$ 6.50	$ 0.67	$ 0.13	**$ 80.79**	$ 79.37	$ 1.42	1.78%
Temp Three Yard Container - Non Profit							$ -	
3 Days + Dump	$ 91.49	$ 6.50	$ 0.83	$ 0.16	**$ 98.98**	$ 97.24	$ 1.74	1.79%
Each Additional Day	$ 7.50		$ 0.07	$ 0.01	**$ 7.58**	$ 7.44	$ 0.14	1.83%
Commercial Recycle Containers								
Three Yard "Recycle" Containers	$ 157.19							
First Pick-up	$ 84.93		$ 1.43	$ 0.25	**$ 158.87**	$ 156.02	$ 2.85	1.83%
Each Additional Pick-up Freq.	$ 73.49		$ 0.77	$ 0.13	**$ 85.84**	$ 84.30	$ 1.54	1.83%
Non-Scheduled Pick-up	$ 157.19		$ 0.67	$ 0.12	**$ 74.28**	$ 72.94	$ 1.33	1.83%
Contaminated Bin (Trash)			$ 1.43	$ 0.25	**$ 158.87**	$ 156.02	$ 2.85	1.83%
Commercial Special Services								
Pull Out Service								
First Pick-up	$ 61.86				**$ 61.86**	$ 61.33	$ 0.53	0.87%
Each Additional Pick up Freq	$ 61.86				**$ 61.86**	$ 61.33	$ 0.53	0.87%
Non-Scheduled Pick up	$ 61.86				**$ 61.86**	$ 61.33	$ 0.53	0.87%
Surcharge - Sunday Service	$ 14.20				**$ 14.20**	$ 14.08	$ 0.12	0.87%
Bin Exchange after One-Time p/Year	$ 90.06				**$ 90.06**	$ 89.29	$ 0.78	0.87%
Redelivery of Bin(s) - Non Payment	$ 91.31				**$ 91.31**	$ 90.52	$ 0.79	0.87%
Locking Latch Bins								
Set-Up Cost	$ 108.37				**$ 108.37**	$ 107.43	$ 0.94	0.87%
Monthly Maintenance Fee P/tip Freq.	$ 2.41				**$ 2.41**	$ 2.39	$ 0.02	0.87%
Special Access / Code or Key Fee	$ 12.01				**$ 12.01**	$ 11.91	$ 0.10	0.87%
Container Steam Cleaning after 1x/Year	$ 115.67				**$ 115.67**	$ 114.67	$ 1.00	0.87%
Clean-Up/Disposal "Over the Top"	$ 42.04				**$ 42.04**	$ 41.68	$ 0.36	0.87%
Commercial Bulky-Item Pick-ups								
Basic Charge - Two Items	$ 51.13				**$ 51.13**	$ 50.69	$ 0.44	0.87%
Charge for each item over Two	$ 7.30				**$ 7.30**	$ 7.24	$ 0.06	0.87%
Additional Fee Gas Recovery	$ 51.13				**$ 51.13**	$ 50.69	$ 0.44	0.87%
Tilt Hopper Monthly Rental	$ 46.83				**$ 46.83**	$ 46.43	$ 0.41	0.87%
Three Yard Bin Monthly Rental	$ 60.04				**$ 60.04**	$ 59.52	$ 0.52	0.87%

City of Placentia
Proposed FY 2021-22 Rate Summary
(effective July 1, 2021)

Industrial and Roll-off Services	Service Fee	Landfill Fee	City Refuse & Recycling Coordinator Fee	Organics Recycling	Adjusted Monthly Rate	Current Monthly Rate	Change	% Change
Permanent Services								
15-Yard Demo Container	$ 415.42	$ 223.55	$ 3.79	$ 1.01	**$ 643.76**	$ 633.54	$ 10.22	1.61%
15-Yard Demo Container - Clean Inerts	$ 378.25		$ 3.45	$ 0.60	**$ 382.30**	$ 375.44	$ 6.87	1.83%
30-Yard Drop Off Container	$ 392.75	$ 186.30	$ 3.58	$ 0.92	**$ 583.55**	$ 574.18	$ 9.37	1.63%
30-Yard Container - Green Waste	$ 545.10		$ 4.97	$ 0.86	**$ 550.94**	$ 541.05	$ 9.89	1.83%
40-Yard Compactor	$ 493.41	$ 260.82	$ 4.50	$ 1.19	**$ 759.92**	$ 747.83	$ 12.09	1.62%
Temporary Services								
15-Yard Demo Container	$ 424.26	$ 223.55	$ 3.87	$ 1.02	**$ 652.71**	$ 642.32	$ 10.38	1.62%
15-Yard Demo Container - Clean Inerts	$ 390.65		$ 3.56	$ 0.62	**$ 394.83**	$ 387.74	$ 7.09	1.83%
30-Yard Drop Off Container	$ 412.60	$ 186.30	$ 3.76	$ 0.95	**$ 603.61**	$ 593.88	$ 9.73	1.64%
30-Yard Container - Green Waste	$ 557.51		$ 5.08	$ 0.88	**$ 563.48**	$ 553.36	$ 10.12	1.83%
Overweight Surcharge p/ton (Actual weight over 8 tons/load)								
Trash Loads	$ 20.18	$ 37.26	$ 0.18	$ 0.09	**$ 57.72**	$ 56.91	$ 0.81	1.42%
Clean Inerts	$ 37.21		$ 0.34	$ 0.06	**$ 37.61**	$ 36.93	$ 0.68	1.83%
Clean Green Waste	$ 48.71		$ 0.44	$ 0.08	**$ 49.23**	$ 48.35	$ 0.88	1.83%
Industrial Special Services								
Saturday Service - Per Pull	$ 38.11			$ -	**$ 38.11**	$ 37.78	$ 0.33	0.87%
Mandatory Signature Required - Per Pull	$ 6.01			$ -	**$ 6.01**	$ 5.96	$ 0.05	0.87%
Additional Days Temp R/O Per Day	$ 14.59			$ -	**$ 14.59**	$ 14.46	$ 0.13	0.87%
Stand-By Hourly Rate	$ 91.31			$ -	**$ 91.31**	$ 90.52	$ 0.79	0.87%
Relocation/Trip Charge/Dead Run	$ 60.04			$ -	**$ 60.04**	$ 59.52	$ 0.52	0.87%
Packer "Turn-A-Round" Surcharge Per Pull	$ 12.01			$ -	**$ 12.01**	$ 11.91	$ 0.10	0.87%
Heavy-Duty Truck Service - Per Pull	$ 420.31			$ -	**$ 420.31**	$ 416.67	$ 3.63	0.87%
R/O Container Steam Cleaning after 1x/Year	$ 120.09			$ -	**$ 120.09**	$ 119.05	$ 1.04	0.87%
Storage Container Rental / Delivery	$ 94.87			$ -	**$ 94.87**	$ 94.05	$ 0.82	0.87%
Storage Container Return $10.00 + Per/Mile	$ 1.32			$ -	**$ 1.32**	$ 1.31	$ 0.01	0.87%

City of Placentia
401 East Chapman Avenue
Placentia, CA 92870

PRESORTED STD.
US POSTAGE
PAID
PERMIT #26
ANAHEIM, CA

CITY OF PLACENTIA
NOTICE OF PUBLIC HEARING FOR PROPOSED SOLID WASTE COLLECTION RATES

NOTICE IS HEREBY GIVEN that on Tuesday **July 6, 2021 at 7:00 p.m.**, or as soon thereafter as the matter may be heard, the City Council of the City of Placentia will hold a Public Hearing in the Council Chambers of the Placentia City Hall located at 401 E. Chapman Avenue to consider proposed increases to the City's solid waste collection rates for Fiscal Year (FY) 2021-22, with a proposed effective date of July 1, 2021.

REASON FOR PUBLIC HEARING: The City Council will hold a public hearing on the above date and time to consider increasing rates for residential and commercial solid waste collection services. In 1996, California voters approved Proposition 218, which establishes a specific process for cities to impose or increase certain types of fees. Proposition 218 provides that certain "Property Related" rates are subject to a noticed public hearing and "majority protest" process. Solid waste and recycling collection fees for single-family residential properties can be considered "Property Related" fees under Proposition 218 because in Placentia, fees for solid waste collection and recycling services paid by single family residential customers are collected via the property tax roll. In most other Cities, refuse haulers bill customers directly or the fees for service are billed via a water or other utility bill.

This notice is being provided to you pursuant to Section 6 of Article XIIID of the California Constitution (Proposition 218) and Section 53755 of the Government Code which require that notification be sent 45 days in advance of the public hearing, to the address to which the City customarily provides the refuse collection service, or the known mailing address of the property owner, for each identified single family residential parcel upon which any new or increased refuse rate or charge is being proposed. You are being provided with this notice 45 days in advance of the public hearing as the identified owner of real property in the City of Placentia subject to the proposed solid waste and recycling rates. As a property owner, you have a right to submit a written protest to the proposed rate change.

BASIS FOR RATE INCREASES: The proposed rates for FY 2021-22 are based upon the City's existing refuse collection franchise agreement with Republic Services (Franchise Agreement). The Franchise Agreement allows for increases to solid waste collection rates each July 1st in proportion to the increase or decrease in the cost of living as determined by the percentage change in the Consumer Price Index (CPI) for All Urban Consumers in the Los Angeles-Long Beach-Anaheim, CA area for the twelve (12) month period ending on January 31st. In addition, the County Landfill Gate Tipping fee is adjusted annually as determined by the Waste Disposal Agreement between the County of Orange and the City. Rate adjustments under the

Franchise Agreement are also allowed due to changes in other operational costs in providing solid waste collection services.

SUMMARY OF PROPOSED RATES FOR FY 2021-22:
The proposed rates for FY 2021-22 are inclusive of the change in CPI for the 12 month period ending on January 31st which was 0.9% and a 1.17% increase in the County Landfill Gate Tipping Fee. For FY 2021-22, the County will increase the landfill gate tipping fee to $36.67, which represents a 1.17% increase from FY 2020-21 rate of $35.67. The current rates for FY 2020-21 included initial costs for the implementation of a residential green waste compost program per State law, Assembly Bill (AB) 1594. For FY 2021-22, these initial costs are not included in the residential rate and as result the proposed rates for FY 2021-22 amount to a decrease when compared to the adopted rates for FY 2020-21. The table below shows a summary of the proposed FY 201-22 solid waste collection service rates for the standard level of service for single-family residential properties.

Residential Waste Rate Summary – FY 2021-22			
Residential Rate	**FY 2020-21**	**FY 2021-22**	**Rate Change**
Single-Family (Monthly)	$29.63	$28.81	-$0.82/-2.77%
Single-Family (Annual)	$349.02	$345.72	-$3.30/-0.95%

Additional information and the full proposed rate schedule can be viewed online at the City's website at: http://placentia.org/solidwasterates.

WRITTEN PROTEST PROCEDURES: Any property owner whose property will be subject to the imposition of the proposed solid waste service fees and any tenant directly responsible for the payment of such fees (i.e., a customer of record) may submit a written protest to the proposed changes; provided, however, that only one protest will be counted per identified parcel. Any written protest must state that the identified property owner is in opposition to the proposed solid waste service charges; (2) provide the location of the identified parcel (by assessor's parcel number, street address, or customer account); (3) provide written evidence (example: current copy of City Services Bill) that the person is the property owner, if the person was not shown on Orange County's last equalized assessment roll as the property owner; and (4) include the name and signature of the property owner submitting the protest. Written protests may be submitted by mail or in person to the City Clerk's Office at 401 East Chapman Avenue, Placentia, CA 92870 or at the Public Hearing (date and time noted above), provided they are received prior to the conclusion of the public comment portion of the Public Hearing. *Any protest submitted via e-mail or other electronic means will not be accepted.*

If written protests against the proposed increases are not presented by a majority of identified parcels upon which the proposed rates are to be imposed. If the proposed rates and fees are adopted, the increases will be effective July 1, 2021. Please note that each property will be counted as a single vote, regardless of the number of owners. If there are two record owners, both must sign the written protest. If there are more than two owners, the protest must be signed by a majority of the owners. Multiple protests returned for a single property will be disallowed and the City Clerk will only accept one protest per property. Email, fax, telephone, or oral protests of any kind will not be counted. Mailed protests received after the close of the public hearing will not be counted, even if they were postmarked earlier.

The City Council meeting agenda and staff report for the Public Hearing should be available by 7:00 p.m., Thursday, July 1, 2021 on the City's website at: http://placentia.org/citycouncilagenda.

If you have questions regarding this notice or how it may impact your property, please contact the Public Works Department at (714) 993-8148, Monday through Thursday from 7:30 a.m. to 6:00 p.m.

EN ESPAÑOL: Para recibir una copia de este aviso en español sobre cambios propuestos a las tarifas de la colección de basura, llame al (714) 993-8148, de lunes a jueves de 7:30 a.m. a 6:00 p.m.

City of Placentia

Public Hearing: Solid Waste Handing Services Rate Adjustment for Fiscal Year 2021-22

City Council
July 6, 2021

ATTACHMENT 6

Proposed Rate Changes for Fiscal Year (FY) 2021-22

1. Standard Annual Rate Adjustment per CPI per Section 24.3 of the Agreement

2. Increase in the Orange County Landfill Tipping Fees per Section 24.5 of the Agreement

3. City Refuse and Recycling Coordinator Position

Summary of Single-Family Residential Rate

Proposed Monthly Rate Effective July 1, 2021	Proposed Annual Assessment	Current Monthly Rate FY 2020-21	Current Annual Assessment	Rate Change per Month/Year
$28.81	$345.60	$29.63	$349.02	-$0.82/-$9.84

Calculation for Proposed Rate	
Rate Component	**Amount**
Base Service Fee	$22.95
Green Waste Composting Fee	$2.25
CPI Adjustment of 0.9% (January 2021 over January 2020)	$0.22
Current Landfill Disposal Fee	$3.34
Landfill Disposal Fee Adjustment of 1.76%	$0.04
City Refuse & Recycling Coordinator Fee	$0.30
Total Proposed FY 2021-22 Rate	**$28.81**

The current single-family residential rates for FY 2020-21 included initial costs for the implementation of a residential green waste compost program per State law, Assembly Bill (AB) 1594. For FY 2021-22, these initial costs are not included in the residential rate and as result the proposed rates for FY 2021-22 amount to a decrease when compared to the adopted rates for FY 2020-21.

Summary of Commercial/Multifamily Waste Rates

Waste Rate	Proposed Monthly Rate Effective July 1, 2021	Current Monthly Rate FY 2020-21	Rate Change per Month
3-Yard Trash Container	$185.68	$182.51	$3.17/1.74%
3-Yard Recycle Container	$158.87	$156.02	$2.85/1.82%
2-Yard Organics Container	$144.90	$142.40	$2.50/1.75%

Calculation for Proposed Rate			
Rate Component	**3-Yard Trash Container**	**3-Yard Recycle**	**2-Yard Organics Container**
Base Service Fee	$151.18	$151.18	$124.57
CPI Adjustment of 0.9% (January 2021 over January 2020)	$177.18	$151.18	$1.09
Current Landfill Disposal Fee	$26.46	N/A	$17.45
Landfill Disposal Fee Adjustment of 1.76%	$0.31	N/A	$0.21
Organics Recycling Component Adjustment of 0.16%	$0.29	N/A	$0.23
City Refuse & Recycling Fee	$1.43	$1.43	$1.15
Total Proposed Rate	**$185.68**	**$158.87**	**$144.90**

Public Hearing Notice & Process

- Proposition 218 requirements
  - 45-day public hearing notice
  - Majority protest (50% + 1) by ratepayers precludes adoption of proposed rate increase
  - Mailed out public hearing notices mailed out to residential property owners (ratepayers) on May 21, 2021
  - City Clerk received ____ protest letters; Final tally at conclusion of public hearing

Recommended Actions

1. Open the Public Hearing

2. Receive Staff Report & Public Testimony

3. Close the Public Hearing and direct the City Clerk to tabulate the written protests and report the results of the tabulation to the City Council

4. If no majority protest exists, Adopt Resolution No. R-2021-45 and R-2021-46 and Amendment No. 12 setting the adjusted waste hauling rates for FY 2021-22

Questions & Comments

Placentia City Council
AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR / PUBLIC SERVICES AND INFRASTRUCTURE

DATE: JULY 6, 2021

SUBJECT: **PUBLIC HEARING FOR PROPOSED SEWER RATE INCREASES**

FISCAL IMPACT: There is no direct fiscal impact to the City's General Fund Budget associated with the recommended actions. City Council approval of the proposed sewer rate adjustments will generate additional revenues into the City's Sewer Enterprise Fund that will help fund the ongoing maintenance and operation of the City's sewer utility as well as provide additional funds for needed capital improvements to the sewer collection system.

SUMMARY:

The Public Works Department is charged with administering the City's Sewer Maintenance Enterprise Fund ("Fund"). During the last two (2) fiscal year reviews of the City's Comprehensive Annual Financial Report (CAFR), the City's Financial Audit Oversight Committee ("Committee") has noted that the Fund has a structural deficit. The Committee also noted that actions should be taken by the City to ensure there are sufficient funds to properly administer the City's sewer system. In 2018, the City completed a Sewer Master Plan ("Master Plan") under a contract with Dudek Corporation. Subsequently the City contracted with SCI Consulting Services ("SCI") to prepare a Sewer Cost Recovery Fee Rate Study ("Study"). The previous sewer rate study was completed in 2005 and there have been no adjustments or updates to the original sewer rate fee since that time.

On May 4, 2021, the City Council adopted Resolutions R-2021-20 and R-2021-21, which approved the initiation of the Proposition 218 public hearing process; set a public hearing for July 6, 2021; and adopted written protest procedures. On Friday, May 21, 2021, the required 45-day notice was mailed to 12,719 affected property owners in the City. The notice informed property owners about the proposed rate increases, the scheduled public hearing, and procedures for submitting a written protest (Attachment 5).

This action recommends that the City Council conduct a Public Hearing, tabulate the results of protests received, and if a majority protest is not received, approve a five-year sewer rate increase effective August 20, 2021.

2.b.
July 6, 2021

RECOMMENDATION:

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

1. Open the Public Hearing concerning the Proposed Sanitary Sewer Rate Adjustment; and

2. Receive the Staff Report, consider all public testimony, ask questions of Staff; and

3. Close the Public Hearing and direct the City Clerk to tabulate the written protests and report the results of the tabulation to the City Council; and

4. Waive full reading, by title only, and introduce for first reading Ordinance No. O-2021-07, an Ordinance of the City Council of the City of Placentia, California, adopting revised Sewer System Service Rates for Sanitary Sewer Fee and amending sections of Chapter 5.24 of the Placentia Municipal Code pertaining to the Sewer System Service Fees; and

5. Adopt Resolution No. 2021-XX, a Resolution of the City Council of the City of Placentia, California, declaring the results of a noticed protest proceeding and approving certain actions for rates, fees, and charges for sanitary sewer services.

DISCUSSION:

Background

The City currently maintains 84 miles of gravity sanitary sewer pipelines and approximately 600 manholes. The City's wastewater is transferred into the Orange County Sanitation District's collection system ("OCSD") via 35 separate connections for treatment. Yorba Linda Water District ("YWLD") owns and maintains 10 miles of sewer lines within the City's borders and provides sewer collection for the County unincorporated "Hamer Island."

On April 26, 2002, the Santa Ana Regional Water Quality Control Board ("RWQCB") issued Board Order ("Order") No. R8-2002-0014, which prohibited the discharge of untreated sewage to any surface water storm or drainage system. This Order included numerous provisions, including the requirement for every agency to prepare a Sewer System Management Plan ("SSMP") to address all requirements of the Order by September 30, 2005. In 2005, the City adopted a sanitary sewer fee and established the Sewer Maintenance Enterprise Fund to meet the increased costs and to comply with regulations adopted by the Santa Ana RWQCB. Below is the City's existing sewer maintenance fee schedule:

User Class	Unit Fee per CCF*
Single-Family Residential	$0.35
Multi-Family Residential	$0.39
Commercial	$0.37
Industrial	$0.37
Institutional	$0.25
Government and Public	$0.35

** Note: CCF is an abbreviation for cubic feet of water, which is a normal unit of measure for water consumption in the Orange County area. One "CCF" of water is equal to 748 gallons.*

2020 Sewer Cost Recovery Fee Rate Study
In addition to regulatory compliance, to adequately maintain and operate the sewer collection system ensuring the system functions properly and preventing sewage spills, the City must develop and regularly update a financial plan for the Sewer Maintenance Enterprise Fund to meet operation and maintenance costs and fund necessary capital improvements. The City has not adjusted the sanitary sewer fee rates since March 2005 even though the costs associated with maintaining the City's sewer system continue to rise. In 2019, the City contracted with SCI to conduct a cost recovery study of the City's Sewer Maintenance Enterprise Fund.

The Study was presented to the City Council Sewer Utility, Refuse, and Recycling Ad-Hoc Committee ("SURR Committee") at their February 24, 2021 meeting. Staff presented the detailed findings of the Master Plan and Study and proposed an updated sewer rate structure. Upon a thorough review, the Committee provided Staff direction and recommended that the Study rates be forwarded to the full City Council for consideration.

On March 16, 2021, the City Council held a Study Session to review a Staff report and presentation on the background and analysis relative to a potential increase to the City's existing sewer collection rates based upon the recently completed Master Plan and Study. The City Council voted to continue the Study Session to the April 20, 2021 City Council meeting and requested additional information from Staff regarding the City's existing sewer fee structure and rate methodology. The City Council conducted a Study Session on April 20, 2021, regarding the Study and directed Staff to return to the City Council on May 4, 2021, to set the public hearing date and initiate the Proposition 218 process. On May 4, 2021, the City Council adopted Resolutions R-2021-20 and R-2021-21, which approved the initiation of the Proposition 218 public hearing process; set a public hearing for July 6, 2021; and adopted written protest procedures.

The completed Study includes a five-year financial plan and cost of service analysis as well as development of sanitation rates. The analysis reviewed the current rate structure in determining needed adjustments for the next five (5) years. The study includes the following findings:

- The City's current sanitary sewer service fee is outdated and does not reflect the full cost to operate, maintain, and improve the system.
- The cost to operate and maintain the City's sewer system has increased over the past 16 years.
- The City's current rates are insufficient to fund ongoing services and necessary capital improvements.
- The rates have not been adjusted since March 2005. Since that time, the cumulative annual price change has increased by a factor of 37.2% and revenues have not kept pace with the capital needs of the system.
- Without a sanitary sewer system fee adjustment, the City's Sewer Enterprise Fund will not have adequate revenues to cover operations and maintenance of the sewer system and conduct necessary capital improvements and repairs.

The Study recommends the implementation of an updated sewer service fee structure that includes two (2) separate fees: a maintenance fee and a capital fee. The maintenance fee will fund operating and maintenance costs of the sewer system. The capital fee will fund sewer replacement, rehabilitation, and capacity enhancement improvements through a series of capital

projects that are necessary to replace and upgrade the sewer system. The capital rate was developed utilizing the City's Sewer Master Plan. The Sewer Master Plan prepared by Dudek in 2018 identified over $13 million in needed rehabilitation and capacity improvement projects. There is currently no dedicated funding source for these recommended capital improvements.

The proposed fee structure will continue to be based on water consumption per user category and charged on a per cubic foot ("CCF") unit. To properly allocate costs to each customer class, the City's consultant estimated the discharge factors and sewer flow for each class using water consumption data from 2016-2019 provided by Golden State Water Company ("GSWC") and YLWD who provide the water utility service in Placentia. The discharge factors for Single-Family Residential, Multi-Family Residential, Institutional, and Government/Public customers remained consistent with the discharge factors calculated from the 2005 Sanitary Service Fee Report. The current Study recommends a discharge factor of 100% for Commercial and Industrial customers since these customers typically have minimal landscape irrigation or outdoor watering needs. The data suggests that outdoor water use for these classes is minimal since annualized winter use for these classes nearly equals their actual yearly use, thus their return to sewer factor is nearly 100%.

The following table provides a summary and breakdown of the proposed sewer fee rates for FY 2021-22:

Table 1: Current vs Proposed Rates for FY 2021-22

User Class	Current Rate (Per CCF)	Proposed Rates for FY 2021-22		
		Sewer Maintenance Fee (Per CCF)	Sewer Capital Fee (Per CCF)	Total Proposed Rates (Per CCF)
Single-Family Residential	$0.35	$0.32	$ 0.40	$0.72
Multi-Family Residential	$0.39	$0.36	$0.46	$0.82
Commercial	$0.37	$0.42	$0.46	$0.96
Industrial	$0.37	$0.42	$0.54	$0.96
Institutional	$0.25	$0.23	$0.30	$0.53
Government and Public	$0.35	$0.32	$0.40	$0.72

The following table summarizes the current and proposed sewer rates over the next five (5) years with an annual of increase of 3.0% to account for inflation.

Table 2: Proposed Five-Year Sewer Fee Schedule

User Class	Current (FY 2020-21)	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26
Single-Family Residential	$0.35	$0.72	$0.74	$0.76	$0.79	$0.81
Multi-Family Residential	$0.39	$0.82	$0.84	$0.87	$0.89	$0.92
Commercial	$0.37	$0.96	$0.99	$1.02	$1.05	$1.08
Industrial	$0.37	$0.96	$0.99	$1.02	$1.05	$1.08
Institutional	$0.25	$0.53	$0.54	$0.56	$0.58	$0.59
Government & Public	$0.35	$0.72	$0.74	$0.76	$0.79	$0.81

Proposition 218 Procedures

The City's ability to adjust its sewer system rates is governed by Proposition 218. In 1996, California voters approved Proposition 218 which requires a specific process for cities to impose or increase certain types of fees. The provisions of Proposition 218 set forth in Article XIII D of the California Constitution provide that certain types of "Property Related Fees" are subject to a "majority protest" process.

The provisions of Proposition 218 set criteria for property-related fees for refuse, water, and sewer services. The fees must be set so that:

- The revenues generated by the fee do not exceed the cost of service
- No property owner's fee exceeds his/her proportionate share of the costs
- The City does not impose a property-related fee for a service that is not available to the property owner

Proposition 218, and subsequent legislation AB 1260, define the process for establishing or adjusting property-based fees. The process requires a notice of the proposed fee be sent to all property owners in the City and 45 days after the notice is sent, a public hearing be conducted by the City Council. During the 45-day period and up until the close of the public hearing, a property owner may protest the fee by submitting a written protest. If more than 50% (percent) of the property owners of record in the City protest the fee, the City Council would be prohibited from enacting the fee change.

The procedures govern the conduct of a public hearing and the submission and tabulation of written protests in connection with the City Council's consideration of the proposed increases to refuse collection service charges, in compliance with the requirements of Proposition 218. If the City Council determines at the close of the public hearing that written protests have been presented, and not withdrawn by the Record Owners or Customers of Record of a majority of Identified Parcels, the City shall not impose the fee or charge (i.e., there is a majority protest) and

the proposed increases shall not be approved. If the City Council determines at the close of the public hearing that there is not a majority protest, the City Council may adopt, by a majority vote of the members of the City Council, the proposed increase(s). As of July 1, 2021, the City Clerk had received 10 written protests. A total of 6,360 protests must be received to constitute a majority.

Staff recommends that the City Council consider public comments on the proposed rate increases, tabulate the protests received, and if no majority protest exists, and adopt the attached Ordinance and Resolution adopting the sewer rates as proposed.

FISCAL IMPACT:

There is no direct General Fund fiscal impact associated with the requested actions. The cost for providing sanitary sewer services to the City's residents and businesses is covered by the customer rates established by the City and paid by those receiving said services. The proposed rate increase was included in the proposed Fiscal Year 2021-22 Budget for the Sewer Enterprise Fund. The increased rates will provide additional funding for the Enterprise Fund to continue maintaining and operating the City's sewer collection system as well as provide additional revenues to fund the cost of needed capital improvements to the City's sewer collection system.

Prepared by:

Elsa Y. Robinson
Management Analyst

Reviewed and approved:

Luis Estevez
Deputy City Administrator

Reviewed and approved:

Damien R. Arrula
City Administrator

Attachments:

1. 2020 Sewer Cost Recovery Fee Rate Study
2. Proposed Sewer Rate Schedule Summary
3. Ordinance O-2021-07 – Adopting Revised Sewer System Service Rates
4. Resolution R-2021-47 – Adopting Revised Sewer System Service Rates
5. 2021 Sewer Rates Prop 218 Notice
6. Presentation – Proposed Sewer Rates

CITY OF PLACENTIA

SANITARY SEWER SERVICE FEE STUDY AND FIVE-YEAR FINANCING PLAN

MAY 2021
FINAL REPORT

PREPARED FOR:

CITY COUNCIL
CITY OF PLACENTIA

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ATTACHMENT 1

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ATTACHMENT 1

CITY OF PLACENTIA

CITY COUNCIL

Craig Green, Mayor
Chad Wanke, Mayor Pro Tempore
Rhonda Shader, Councilmember
Ward Smith, Councilmember
Jeremy Yamaguchi, Councilmember

CITY ADMINISTRATOR

Damien Arrula

DEPUTY CITY ADMINISTRATOR

Luis Estevez

FINANCE DIRECTOR

Jessica Brown

ACKNOWLEDGMENTS

This Sanitary Sewer Service Fee Study and Five-Year Financing Plan were prepared by SCI Consulting Group ("SCI") under an agreement with the City of Placentia ("City"). The work was accomplished under the general direction of Luis Estevez, Director of Public Works.

We would like to acknowledge special efforts made by the following individuals and organizations for this project:

Elsa Robinson, City of Placentia
Henry Chao, City of Placentia
Golden State Water Company
Yorba Linda Water District

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EXECUTIVE SUMMARY

INTRODUCTION

The City of Placentia ("City") provides sanitary sewer collection to the majority of parcels within the City through approximately 84 miles of gravity sanitary sewer pipelines. All untreated sanitary waste collected by the City's sanitary sewer system is conveyed to the Orange County Sanitation District ("OCSD") for treatment. As a result, the City's primary focus is the cleaning, management, and maintenance of the collection lines within the City's sanitary service area.

The operation and maintenance of the City's sewer system is funded through the Sewer Enterprise Fund which is separate from the City's General Fund. The City's current sanitary sewer service fee is outdated and does not reflect the full cost to operation, maintain, and improve the system. The sanitary sewer service fees have not been adjusted since March 2005 when the existing rates, shown below, were first established.

FIGURE 1 - CURRENT SANITARY SEWER SERVICE RATES

User Class	Unit [1]	Fee per Unit [2]
Single-Family Residential	CCF	$0.35
Multi-Family Residential	CCF	$0.39
Commercial	CCF	$0.37
Industrial	CCF	$0.37
Institutional	CCF	$0.25
Government and Public	CCF	$0.35

Notes:

[1] CCF is an abbreviation for 100 cubic feet which is a normal unit of measure for water consumption and is equal to 748 gallons.

[2] Established by the City Council on March 15, 2005 by Ordinance No. 2005-04.

The cost to operate and maintain the City's sewer system has increased over the past 16 years. Since March 2005, the cumulative annual price change has increased by a factor of 37.2% and revenues have not kept pace with the capital needs of the system. The current rates are insufficient to fund ongoing services and necessary capital improvements. Without a sanitary sewer system fee adjustment, the City's Sewer Enterprise Fund will not have

adequate revenues to cover operations and maintenance of the sewer system and conduct necessary capital improvements and repairs.

This *Sanitary Sewer Service Fee Study and Five-Year Financing Plan* ("Fee Study" and "Plan") was prepared pursuant to the California Constitution Article XIII D, Section 6 ("Proposition 218"), and Placentia Municipal Code Chapter 5.24. The purpose of the Fee Study is to update the City's sanitary sewer service fees to ensure they are sufficient to meet the City's service obligations for ongoing operation and maintenance and capital improvements while maintaining prudent reserves.

The proposed sanitary sewer service fee will raise an amount of revenue that does not exceed the amount required to operate and maintain the sanitary sewer system. The proposed rates are based on the cost of service, follows generally accepted rate design criteria, and adheres to the substantive requirements of Proposition 218. The City believes that the proposed rates are fair and reasonable to the City's customers.

SUMMARY OF KEY FINDINGS AND RECOMMENDATIONS

Based on the findings presented in this Study, the following recommendations are presented:

1. Beginning July 6, 2021, the sewer maintenance fee should be set at the rates below for every one hundred cubic feet of water consumption. Additionally, the City should establish a new sewer capital fee to fund necessary capital improvements to the sewer system.

FIGURE 2 – PROPOSED SANITARY SEWER SERVICE FEES, FY 21-22

		Fiscal Year 21-22		
User Class	Unit [1]	Sewer Maintenance Fee	Sewer Captial Fee	Total Sewer Service Fees
Single-Family Residential	CCF	$0.32	$0.40	**$0.72**
Multi-Family Residential	CCF	$0.36	$0.46	**$0.82**
Commercial	CCF	$0.42	$0.54	**$0.96**
Industrial	CCF	$0.42	$0.54	**$0.96**
Institutional	CCF	$0.23	$0.30	**$0.53**
Government and Public	CCF	$0.32	$0.40	**$0.72**

FIGURE 3 – PROPOSED FIVE-YEAR TOTAL SANITARY SEWER SERVICE FEES

User Class	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26
Single-Family Residential	$0.72	$0.74	$0.76	$0.79	$0.81
Multi-Family Residential	$0.82	$0.84	$0.87	$0.89	$0.92
Commercial	$0.96	$0.99	$1.02	$1.05	$1.08
Industrial	$0.96	$0.99	$1.02	$1.05	$1.08
Institutional	$0.53	$0.54	$0.56	$0.58	$0.59
Government and Public	$0.72	$0.74	$0.76	$0.79	$0.81

Notes:

[1] Fees are per CCF unit and rounded to the nearest cent. Include both the sewer maintenance fee and the new sewer capital fee.

2. The proposed five-year total sanitary sewer service fees should be adopted in accordance with the procedures for new or increased fees or charges outlined in Article XIIID of the California Constitution ("Proposition 218").

3. Proposition 218 allows agencies to implement rates and charges lower than those approved via the Proposition 218 hearing process. If annual cost increases are less than projected, the City can increase rates and charges by less than the maximum rates stated in the Proposition 218 notice.
4. For the Sewer Enterprise Fund, the City should maintain a working capital reserve of at least three months of operating expenses and a capital improvement reserve equal to three percent of net depreciable capital assets.
5. The five-year financing plan and associated sanitary sewer services rates reflect assumptions and estimates that are believed reasonable at present. However, conditions change. It is recommended that the City review the financial condition of the Sewer Enterprise Fund annually as part of the budget process and perform a comprehensive financial plan and sewer fee update every five years, unless otherwise needed sooner.

FIVE-YEAR FINANCING PLAN (REVENUE REQUIREMENT

This section describes the five-year financial plan ("Plan") and related recommendations for the City's Sewer Enterprise Fund. The Plan is used to determine annual sanitary sewer revenue requirements. The annual revenue requirement is the amount of revenue needed from sanitary sewer service fees to cover anticipated operating, maintenance, and capital improvement program costs while working to achieve the reserve goals by FY 2025-26.

PLAN ASSUMPTIONS / OBJECTIVES

Base Year. The Plan uses fiscal year 2020-21 as both the budget year and the base year. The base year is a term used to describe the fiscal year's expenses with which the sanitary sewer rates are set. The planning period is FY 2021-22 through FY 2025-26.

Inflationary Assumption. The Plan includes a general cost and construction cost inflation adjustment of 3.0 percent per fiscal year. General inflation is currently about 3.0 percent per year, as reported by the Bureau of Labor Statistics for the Los Angeles-Long Beach-Anaheim area. Construction inflation, as indicated by the Engineering News Record's 20-Cities Construction Cost Index, has ranged between 2.3 and 3.9 percent for the past five years. Each of these inflation assumptions has been reviewed with City staff and is reasonable for financial planning purposes.

Growth Assumption. The Plan assumes that the user base (number of active service connections) and associated water usage will grow by 2.0 percent per year throughout the planning period. This estimate is consistent with the prior sanitary sewer service fee study. The estimate is believed to be reasonable for financial planning purposes because it correlates well with the development proposals currently moving through the City's approval process.

Working Capital Reserve Goal. The Plan incorporates a working capital reserve goal to help minimize the risk of unexpected operation costs or drops in operating revenues. As previously mentioned, the working capital reserve target should be 15 percent to 50 percent of operating costs. The financial model presented in this Fee Study uses a 25 percent working capital goal (approximately $270,000) to be reached in fiscal year 2025-26. As the upgraded system becomes more reliable with time, the working capital reserve goal could be reduced to a lower level.

Capital Improvement Reserve Goal. The Plan incorporates a capital improvement reserve goal is equal to three percent of net depreciable capital assets (or approximately $278,000) based on a total system asset value of approximately $9.2 million. The capital improvement reserve will allow the City to absorb the peaks and valleys of annual capital improvement program expenditures. The reserve may also assist the City in the event of natural disasters or other events that cause significant damage to the sewer infrastructure. A reserve target of three percent of net depreciable capital assets is consistent with industry standards. However, the City plans to achieve this goal by the Fiscal Year 2025-26 to avoid a larger initial fee increase.

REVENUE REQUIREMENT

On the following page, Figure 4 details the City's five-year financing plan through 2025-26. The Plan depicts the projected operating revenues and expenses, along with the source and uses of capital improvement funds for the five-year period. The financing plan assumes the proposed new sewer rates (to be discussed in the next section) will become effective in July 2021.

To adequately fund the sanitary sewer system, each of the various cost centers was identified, and an analysis of the required revenue for an initial five-year period was performed. It is desired that the sanitary sewer fee raise enough revenue during this five-year period to cover all anticipated system costs, allowing the rates to remain constant during this initial period.

The City proposes to fund capital improvement projects to rehabilitate the sewer system through a new capital improvement fee. The City proposes to fund up to $1,000,000 of capital improvement projects in FY 2021-22 and approximately $1,400,000 annually for the subsequent four fiscal years of the Plan. Appendix A shows the annual expenditures of all planned CIP projects from the current year through FY 2031-32.

FIGURE 4 – FIVE-YEAR FINANCING PLAN (REVENUE REQUIREMENT)

Item	Amended FY 19-20	Budget FY 20-21	Projection FY 21-22	Projection FY 22-23	Projection FY 23-24	Projection FY 24-25	Projection FY 25-26
Beginning Fund Balance	**$1,427,400**	**$128,400**	**($400)**	**$251,560**	**$188,942**	**$213,159**	**$331,126**
Source of Funds	**Amended**	**Budget**	**Projection**	**Projection**	**Projection**	**Projection**	**Projection**
Sewer Maintenance Fee	$720,000	$704,000	$969,000	$1,017,450	$1,068,323	$1,121,739	$1,177,826
Sewer Capital Fee	-	-	$1,242,000	$1,304,100	$1,369,305	$1,437,770	$1,509,659
Interest Revenue	$0	$30,000	$250	$3,900	$4,300	$6,700	$11,000
Other Revenue	$0	$0	$0	$0	$0	$0	$0
Total Source of Funds	**$720,000**	**$734,000**	**$2,211,250**	**$2,325,450**	**$2,441,928**	**$2,566,209**	**$2,698,484**
Use of Funds							
Salaries & Benefits	$709,600	$430,900	$445,424	$458,787	$472,551	$486,727	$501,329
Material, Supplies & Services	$317,400	$327,300	$337,119	$347,233	$357,650	$368,379	$379,430
Transfer Out to GF	$192,000	$104,600	$176,746	$182,049	$187,510	$193,136	$198,930
Capital Improvements	$800,000	$0	$1,000,000	$1,400,000	$1,400,000	$1,400,000	$1,400,000
Contribution to Reserves	$0	$0	$242,000	$0	$0	$0	$0
Total Use of Funds	**$2,019,000**	**$862,800**	**$2,201,290**	**$2,388,068**	**$2,417,711**	**$2,448,242**	**$2,479,689**
Surplus (Deficit)	**($1,299,000)**	**($128,800)**	**$9,960**	**($62,618)**	**$24,217**	**$117,967**	**$218,795**
Ending Fund Balance	**$128,400**	**($400)**	**$251,560**	**$188,942**	**$213,159**	**$331,126**	**$549,921**

COST-OF-SERVICE ANALYSIS

The next step in the rate-setting process is to evaluate the cost of providing service. Sewer rate calculations contained herein are intended to generate the level of revenue commensurate with the revenue required from the City's sewer customers. The manner in which each customer is responsible for the sewer utility's costs is the subject of the cost-of-service analysis.

Under Proposition 218, the City's sewer service rates must be based on the cost of providing sewer collection and conveyance. Sewer service costs consist of the following:

- Operating costs including administration and maintenance
- Capital improvement costs including but not limited to replacements and improvements to gravity pipelines and connections
- Costs related to maintaining adequate reserves

The City's goal in defining sanitary sewer service rates is to establish a rate structure to equitably distribute the sanitary sewer system costs while ensuring that all customers contribute their fair share toward the financial obligation of the system. This goal allows customers to pay their proportionate share based upon individual use while allowing customers control over the amount of their bill and maintaining that all customers pay their fair share of the financial obligation of the system.

Since only water consumption is metered for the customers of the sanitary sewer system, the desired rate structure is based upon the return flow of the customers' water consumption. The return flow is established by defining the discharge factors that, when applied to water use, will accurately estimate the return flow for a given user class. Discharge factors were calculated in the City's 2005 Water Rate Study for each user class based upon the ratio of winter water use to non-winter water use. Winter water usage decreases due to lower irrigation and outdoor use. A customer's discharge factor is calculated according to the following formula:

$$\textbf{[Discharge Factor]} = \frac{\text{[Average Water Usage for December through March]}}{\text{[Average Water Usage for April through November]}}$$

The discharge factors are found to be generally accepted engineering ranges, except for the commercial and industrial user class. The commercial and industrial discharge factors are slightly lower than the generally accepted range of 90% to 100%. Although this factor is slightly lower, it is felt that the calculated discharge factors more accurately reflect the actual commercial/industrial consumers for the area.

Also, the discharge factors reveal that the return flow for the Government and Public user classes was the same. As a result, the sanitary sewer service rate for the Government and Public classes will be the same, and the rate model will have only five unique user rates.

Since the return flow contributed to the sanitary sewer system varies greatly based upon the type of application for the users being served, there are separate for six major classes of sanitary users are defined below.

- "**Single-Family Residential**" means a single structure designed for and containing living, sleeping, cooking, and eating facilities. For an account to be considered a single-family residential, water must be provided to the dwelling unit through a dedicated meter for the exclusive water use of the residence within and around the residence
- "**Multi-Family Residential**" means a structure or set of structures containing multiple dwelling units designed for and containing living, sleeping, cooking, and eating facilities. The structures may be made up of one-family houses attached to one or more houses and buildings constructed for occupancy by two or more families (e.g., duplexes, apartments, townhouses, row-houses, condominiums, and boarding and rooming houses) and all residential mobile homes or trailers.
- **"Commercial"** means the use of the sanitary sewer system related to the operation of any business, commerce, or trade.
- **"Industrial"** means the use of the sanitary sewer system related to manufacturing or processing activities. Identified in the 1997 U.S. North American Industrial Classification System in the following categories: 11xx- Agriculture, Forestry, Fishing, and Hunting; 21xx- Mining; 22xx- Utilities; 31xx to 33xx- Manufacturing; 48xx to 49xx- Transportation and Warehousing and 562x- Waste Management and Remediation Services.
- **"Institutional**" means the use of the sanitary sewer system related to private/public schools, junior colleges, colleges/universities, cemeteries, hospitals, garden and agriculturally zoned property, and public land agencies.
- **"Governmental"** means the use of the sanitary sewer system by a city, county, state, federal government, or subdivision of any of the aforementioned.

- **"Public"** means the use of the sanitary sewer system related to predominantly general public use. Examples include museums, historical sites, religious organizations, charitable organizations, social advocacy organizations, civic and social organizations that are not operated for profit or operated under any governmental agency.

A rate model was developed using the established user classes. This model uses two-year consumption data to compute the total average annual water consumption for each user class. Water consumption data was provided by the Golden State Water Company, and Yorba Linda Water District for a two-year period was obtained for all customers within the City's sanitary service area. Applying the discharge factors previously calculated, we arrive at the estimated sanitary flow for all customers in the sanitary sewer system. A summary of the results is shown in Figure 5 below.

FIGURE 5 – SEWER FLOW CALCULATION (CCF)

User Class	Projected Annual Water Usage (CCF)	Discharge Factor	Estimate Annual Sewer Flow (CCF)
Calc	a	b	c = a * b
Single-Family Residenital	1,574,175	75.0%	1,180,631
Multi-Family Residential	407,723	85.0%	346,565
Commercial / Industrial	697,252	100.0%	697,252
Institutional	140,056	55.0%	77,031
Government and Public	3,079	75.0%	2,309
Total	**2,822,286**		**2,303,788**

DETERMINATION OF THE SANITARY SEWER SERVICE FEE

Revenue derived from the sanitary sewer service fee and imposed upon customers connected to the City's sanitary sewer system ("system") is used to pay the costs of operation and maintenance and capital improvements. The proposed sewer rate service fee consists of two fees – Sewer Maintenance Fee and Sewer Capital Fee. The rates are formed in a manner that is proportionate to the customer's estimated sewer discharge and cost of providing the service.

COSTS PER UNIT (CCF)

The projected annual revenue requirement to collect and send sewage to the OCSD for treatment is $969,000 for FY 2021-22. As determined in the prior section, estimated annual sanitary sewer flow for FY 2021-22 is 2,303,788 CCF. The operation and maintenance cost per unit is calculated by dividing annual revenue requirement by the estimated annual sanitary sewer flow. As shown below, each CCF of sanitary waste generated requires $0.4206 of revenue from the user.

FIGURE 6 – MAINTENANCE COST PER UNIT (CCF)

Maintenance Revenue Requirement (FY 2021-22)	$969,000
Estimated Sewer Flow (FY 2021-22)	2,303,788
Maintenance Cost per Unit of Sewer Flow (CCF)	**$0.4206**

The projected annual revenue requirement for FY 2021-2 to fund the $6.6 million of capital improvements over the five-year plan is $1,242,000. As determined in the prior section, estimated annual sanitary sewer flow for FY 2021-22 is 2,303,788 CCF. The capital improvement cost per unit is calculated by dividing the annual revenue requirement by the estimated annual sanitary flow for FY 2021. As shown in Figure 7 below, the capital improvement cost is $0.5391 per CCF of sanitary sewer flow.

FIGURE 7 – CAPITAL IMPROVEMENT COST PER UNIT (CCF)

Capital Revenue Requirement (FY 2021-22)	$1,242,000
Estimated Sewer Flow (FY 2021-22)	2,303,788
Capital Cost per Unit of Sewer Flow (CCF)	**$0.5391**

SEWER MAINTENANCE FEE AND SEWER CAPITAL FEE

Using the discharge factors and cost per unit of sanitary flow, the rate for each user class is determined by multiplying the discharge factor against the rate per unit of flow. This rate is the cost of the return flow per unit of water consumed.

FIGURE 8 – MAINTENANCE & OPERATION (M&O) COST TO SERVE EACH USER CLASS

User Class	Unit	M&O Cost per Unit [1]	Discharge Factor [2]	Sewer Maintenance Fee [3]
Calc		a	b	c = a * b
Single-Family Residential	CCF	$0.4206	75%	$0.3155
Multi-Family Residential	CCF	$0.4206	85%	$0.3575
Commercial	CCF	$0.4206	100%	$0.4206
Industrial	CCF	$0.4206	100%	$0.4206
Institutional	CCF	$0.4206	55%	$0.2313
Government and Public	CCF	$0.4206	75%	$0.3155

Notes:

[1] See Figure 5.

[2] See Figure 4.

[3] Fee per 100 cubic feet (CCF) of water usage.

FIGURE 9 – CAPITAL IMPROVEMENT PROGRAM (CIP) COST TO SERVE EACH USER CLASS

User Class	Unit	CIP Cost per Unit [1]	Discharge Factor [2]	Sewer Capital Fee [3]
Calc		a	b	c = a * b
Single-Family Residential	CCF	$0.5391	75%	$0.4043
Multi-Family Residential	CCF	$0.5391	85%	$0.4582
Commercial	CCF	$0.5391	100%	$0.5391
Industrial	CCF	$0.5391	100%	$0.5391
Institutional	CCF	$0.5391	55%	$0.2965
Government and Public	CCF	$0.5391	75%	$0.4043

Notes:

[1] See Figure 6.

[2] See Figure 4.

[3] Fee per 100 cubic feet (CCF) of water usage.

FIGURE 10 – COMPARISON OF CURRENT AND FY 2021-2022 SANITARY SEWER SERVICE FEES

User Class	Current Sanitary Service Fee (CCF)	Fiscal Year 21-22 Sewer Maintenance Fee (CCF)	Fiscal Year 21-22 Sewer Captial Fee (CCF)	Fiscal Year 21-22 Total Sanitary Sewer Service Fee (CCF)
Single-Family Residential	$0.3500	$0.32	$0.40	**$0.72**
Multi-Family Residential	$0.3900	$0.36	$0.46	**$0.82**
Commercial	$0.3700	$0.42	$0.54	**$0.96**
Industrial	$0.3700	$0.42	$0.54	**$0.96**
Institutional	$0.2500	$0.23	$0.30	**$0.53**
Government and Public	$0.3500	$0.32	$0.40	**$0.72**

Figure 11 below presents the current and proposed total sanitary sewer service rates through FY 2025-26 for all user classes. The new rates shown are the total of the sewer maintenance fee and the new sewer capital fee. The new sanitary sewer service rates would be effective for sewer system collection services provided on or after July 6, 2021. Beginning in FY 2022-23, the sanitary sewer service rates are assumed to increase by 3.0% each fiscal year through FY 2025-26.

FIGURE 11 – TOTAL SANITARY SEWER SERVICE RATES (CCF) THRU FY 2025-26

User Class	Current	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26
Single-Family Residential	$0.35	$0.72	$0.74	$0.76	$0.79	$0.81
Multi-Family Residential	$0.39	$0.82	$0.84	$0.87	$0.89	$0.92
Commercial	$0.37	$0.96	$0.99	$1.02	$1.05	$1.08
Industrial	$0.37	$0.96	$0.99	$1.02	$1.05	$1.08
Institutional	$0.25	$0.53	$0.54	$0.56	$0.58	$0.59
Government and Public	$0.35	$0.72	$0.74	$0.76	$0.79	$0.81

Notes:

[1] Fees are per 100 cubic feet (CCF) of water usage and rounded to the nearest cent. Fees are the total of the sewer maintenance fee and the new sewer capital fee.

SEWER BILL IMPACTS

A summary of the current sanitary sewer services rates by user class and an average bill for a customer within that user class is provided in Figure 12 below. In Figure 13, average monthly bill for the same user classes under the proposed total sanitary sewer service fees, effective July 6, 2021, are shown. The proposed average charge for a single family home will be approximately $11.31 per month, a 105.7% increase from the average sewer bill of $5.50 for the same customer.

FIGURE 12 – CURRENT AVERAGE SEWER SERVICE CHARGE BY USER CLASS

User Class	Typical Billing Period	Current Santiary Sewer Service Fee per CCF	Average Monthly Water Consumption (CCF)	Average Monthly Charge per Account
Calc		a	b	c = a * b
Single-Family Residential	Two-Months	$0.3500	16	$5.50
Multi-Family Residential	Two-Months	$0.3900	153	$59.81
Commercial	One Month	$0.3700	66	$24.48
Industrial	One Month	$0.3700	64	$23.57
Institutional	One Month	$0.2500	407	$101.67
Government and Public	One Month	$0.3500	42	$14.66

FIGURE 13 – PROPOSED AVERAGE TOTAL SEWER SERVICE CHARGE BY USER CLASS

User Class	Typical Billing Period	Proposed Total Sanitary Sewer Service Fee per CCF	Average Monthly Water Consumption (CCF)	Average Monthly Charge per Account
Calc		a	b	c = a * b
Single-Family Residential	Two-Months	$0.7198	16	$11.31
Multi-Family Residential	Two-Months	$0.8157	153	$125.10
Commercial	One Month	$0.9597	66	$63.50
Industrial	One Month	$0.9597	64	$61.13
Institutional	One Month	$0.5278	407	$214.65
Government and Public	One Month	$0.7198	42	$30.16

IMPLEMENTATION

PROCEDURAL REQUIREMENTS FOR FEE ADOPTION

In order to adopt the proposed five-year sanitary sewer service rates, the City will need to follow the procedural requirements contained in Article XIII D of the California Constitution ("Proposition 218"). These requirements include a notice of public hearing to be mailed to all affected property owners and customers at least 45 days prior to a public hearing. It is recommended that the City combine the adoption of both five-year rate schedules into a single public notice and rate hearing process.

ANNUAL REVIEW OF REVENUE AND RATES

Whenever a public agency adopts new utility rates, those new rates should be closely monitored over the next several years to ensure the revenue generated is sufficient to meet the annual revenue requirements. Changing economic and drought-related water consumption patterns underscore the need for this review, as well as potential and unseen changing revenue requirements, particularly those related to environmental regulations that can significantly affect capital improvements and repair and replacement costs.

APPENDICES

Appendix A – Sewer System Capital Improvement Plan

Appendix B – Notice of Public Hearing for Proposed Sewer System Rates

APPENDIX A – SEWER SYSTEM CAPITAL IMPROVEMENT PLAN

Old Town Sewer Rehab Project (Project B3): FY 2021-22 $1,000,000

Project A2 Phase 1: FY 2022-23: $2,313,000

Project B1: FY 2023-24: $456,000

Project A2 Phase 2: FY 2024-25: $2,313,000

Project B2: FY 2025-26: $561,000

Project A3: FY 2026-27: $1,677,000

Project A4: FY 2027-28: $834,000

Project A5 Phase 1: FY 2028-29: $1,195,500

Project A5 Phase 2: FY 2029-30: $1,195,500

Project A6: FY 2030-31: $634,000

Project A7: FY 2031-32: $393,000

Total Capital Need over 11 years: $12,572,000

APPENDIX B – NOTICE OF PUBLIC HEARING FOR SANITARY SEWER SERVICE RATES

City of Placentia
401 East Chapman Avenue
Placentia, CA 92870

PRESORTED STD
US POSTAGE
PAID
PERMIT #26
ANAHEIM, CA

CITY OF PLACENTIA
NOTICE OF PUBLIC HEARING FOR PROPOSED SEWER SYSTEM RATES

To Property Owner:

NOTICE IS HEREBY GIVEN that on **Tuesday, July 6, 2021, at 7:00 p.m.**, at or as soon thereafter as may be heard, the City Council of the City of Placentia will hold a Public Hearing in the Council Chambers of the Placentia City Hall located at 401 E. Chapman Avenue to consider proposed increases to the City's sewer system rates. If approved by the City Council, the proposed rate increases will be effective for sewer system collection services provided on or after July 6, 2021.

This notice is being provided to you pursuant to Article XIIID, Section 6 of the California Constitution (Proposition 218), adopted by the electorate in 1996 as part of Proposition 218 which requires that notification be sent 45 days in advance of the public hearing to all affected property owners with respect to the proposed increases to the City's sewer system rates and to inform you of opportunity to protest the rate increase by submitting a written protest prior or during this public hearing.

The public also receives wastewater treatment services from Orange County Sanitation District's (OCSD), which is responsible for setting its own rates, sending separate notices of public hearings, and holding a separate public hearing.

WHY ARE RATE CHANGES BEING CONSIDERED?
The City of Placentia provides wastewater collection services to the majority of parcels within the 6.6 square mile City limits through approximately 84 miles of gravity sanitary sewer pipelines. The City's wastewater collection system conveys untreated wastewater to OCSD's trunk sewer mainlines via 35 separate connections. OCSD conveys, treats, and disposes of the City's wastewater flows via OCSD Plants.

The operation and maintenance of the City's sewer system is funded through the Sewer Enterprise Fund which is separate from the City's General Fund. The City has not adjusted the sanitary sewer fee rates since March 2005 when the existing rates were first established. The cost to operate and maintain the City's sewer system has increased over the past 16 years. Since March 2005, the cumulative annual price change has increased by a factor of 37.2% and revenues have not kept pace with the capital needs of the system. The current rates are insufficient to fund ongoing services. Without a sanitary sewer service adjustment, the City's Sewer Enterprise Fund will not have adequate revenues to cover operations and maintenance of the sewer system and conduct necessary capital improvements and repairs.

BASIS OF PROPOSED RATES
The City is required by State Law, City standards and practices, and Enterprise Fund requirements, to collect revenues sufficient to fund current and future costs of operating, maintaining, and administering the existing sewer facilities, and fund capital improvements and infrastructure replacement programs. These revenues allow the City to protect public health and safely and reliably collect and convey wastewater for treatment. By State law, the City may not collect more revenue than is necessary to recover the total costs of providing services. The proposed rates were developed through a comprehensive Sewer Cost Recovery Fee Rate Study designed to meet all legal requirements and fairly and equitably recover the required revenue from all customer classes. The 2020 Sewer Cost Recovery Fee Rate Study is available for review at www.placentia.org/sewerrates.

2020 SEWER COST RECOVERY FEE RATE STUDY
During the last two (2) fiscal year reviews of the City's Comprehensive Annual Financial Report (CAFR), the City's Financial Audit Oversight Committee (Committee) has noted that the Sewer Enterprise Fund has a structural deficit. The Committee also noted that actions should be taken by the City to ensure there are sufficient funds to properly administer the City's sewer system. In 2018, the City completed a Sewer Master Plan (Master Plan) which identified $15.9 million in needed sewer system rehabilitation and capacity improvement projects. The City recently completed the 2020 Sewer Cost Rate Study and develop a financial plan that guides investment in the City's sewer system over the next five years. The Study recommends the implementation of an updated sewer service fee structure that includes two (2) separate fees: maintenance fee and capital fee. The maintenance fee will fund operating and maintenance costs of the sewer system. The capital fee will fund sewer replacement, rehabilitation, and capacity enhancement improvements through a series of capital projects that are necessary to replace and upgrade an aging sewer collection system.

The proposed rate changes are needed to continue the safe operation of the City's sewer system and will 1) fully fund operations and maintenance costs and 2) support necessary capital improvement projects to upgrade the City's aging sewer system and meet the future system capacity needs of the City.

ATTACHMENT 1

PROPOSED SEWER RATES:
Currently, the City currently charges a per hundred cubic feet (ccf) volumetric fee for all customers. This fee is based on a customer's water usage and it is included in your monthly water bill from Golden State Water Company or Yorba Linda Water District. The proposed rates will continue to be a volumetric fee for all customers based on how much water is used and how it is used. For example, in a multi-family residential property, a greater percentage of the water consumed on the property goes down the drain than in a single-family residential property where more of the water is used on outdoor uses such as landscape and swimming pools. The following tables show the proposed sewer service rates for the next five fiscal years. The rates reflect the sewer discharge rate for each user. The total proposed sewer rate will consist of two components: a sewer maintenance fee and a capital fee.

PROPOSED SEWER RATE SCHEDULE FOR FY 2021-22 ($/ccf)				
User Class	**Current Rates (FY 2020-21)**	**Sewer Maintenance Fee**	**Sewer Capital Fee**	**Total Sewer Fees**
Single-Family Residential	$0.35	$0.32	$0.42	$0.72
Multi-Family Residential	$0.39	$0.36	$0.46	$0.82
Commercial	$0.37	$0.42	$0.54	$0.96
Industrial	$0.37	$0.42	$0.54	$0.96
Institutional	$0.25	$0.23	$0.30	$0.53
Government & Public	$0.35	$0.23	$0.40	$0.72

PROPOSED FIVE-YEAR SEWER RATE SCHEDULE ($/ccf)						
User Class	**Current Rates (FY 2020-21)**	**Proposed FY 2021-22**	**Proposed FY 2022-23**	**Proposed FY 2023-24**	**Proposed FY 2024-25**	**Proposed FY 2025-26**
Single-Family Residential	$0.35	$0.72	$0.74	$0.76	$0.79	$0.81
Multi-Family Residential	$0.39	$0.82	$0.84	$0.87	$0.89	$0.92
Commercial	$0.37	$0.96	$0.99	$1.02	$1.05	$1.08
Industrial	$0.37	$0.96	$0.99	$1.02	$1.05	$1.08
Institutional	$0.25	$0.53	$0.54	$0.56	$0.58	$0.59
Government & Public	$0.35	$0.72	$0.74	$0.76	$0.79	$0.81

HOW WILL THE PROPOSED RATES IMPACT PROPERTY OWNERS?
The City estimates that for a typical single-family residential customer using 16 ccf of water per month, their monthly sewer fee will increase by $5.81. For a typical multi-family residential customer using 152 ccf of water per month, their monthly sewer fee will increase by $65.29. Below is a table that summarizes the monthly bill impact for the various customers based on average water consumption.

AVERAGE MONTHLY SEWER FEE ($/CCF)			
User Class	**Average Monthly Water Consumption In CCF**	**Current Average Monthly Sewer Fee**	**Proposed Average Monthly Sewer Fee**
Single-Family Residential	16 ccf	$5.50	$11.31
Multi-Family Residential	152 ccf	$59.81	$125.10
Commercial	66 ccf	$24.48	$63.50
Industrial	63 ccf	$23.57	$61.13
Institutional	430 ccf	$101.67	$214.65
Government & Public	42 ccf	$14.66	$30.16

HOW CAN I PROTEST?
Proposition 218 allows property owners to respond to the proposed fees prior to or during the public hearing. Consistent with Proposition 218 and California Government Code § 53755, this notice has been mailed to all property owners within the service area based on the most current information published by the Orange County Assessor. Any record owner of a parcel upon which the Sewer Rates are proposed for imposition and any tenant directly liable for the payment of Sewer Rates (i.e., a customer of record) may submit a written protest to the proposed rate increases; provided, however, only one written protest will be counted per identified parcel. If you object to the proposed fees as described in this Notice you may file a written protest with the City Clerk at or before the time set for the public hearing. Written protest may be hand delivered or mailed to the City Clerk at 401 East Chapman Avenue, Placentia, CA 92870. To be valid, written protests must include the following:

1. The name of the record owner or owners of the property
2. Service address and assessor's parcel number (APN)
3. A statement of protest/opposition to the proposed increase ("I protest" will suffice); and
4. The original signature of the protesting owner or owners (photocopies will not be accepted).

If the City receives timely written protests in excess of 50 percent of the parcels receiving sewer service from the City, the City will not adopt the proposed rates. Please note that each property will be counted as a single vote, regardless of the number of owners. If there are two record owners, both must sign the written protest. If there are more than two owners, the protest must be signed by a majority of the owners. Multiple protests returned for a single property will be disallowed and the City Clerk will only accept one protest per property. Email, fax, telephone, or oral protests of any kind will not be counted. Mailed protests received after the close of the public hearing will not be counted, even if they were postmarked earlier.

WHERE DO I FIND ADDITIONAL INFORMATION REGARDING THE PROPOSED RATES?
Additional information regarding the basis for the public hearing, proposed rate increase are set forth in the Study, staff reports, and supporting documents provided to the City Council for its meetings on March 16, April 20, and May 4, 2021 is available for public review at the City's website at: www.placentia.org/sewerrates.

For further information about the proposed rate increase, please contact the Public Works Department at (714) 993-8189.

EN ESPAÑOL: Para recibir una copia de este aviso en español sobre los aumentos propuestos a la tarifa de servicio de alcantarillado, llame al (714) 993-8189, de lunes a jueves de 7:30 a.m. a 6:00 p.m.

ATTACHMENT 1

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City of Placentia
2020 Sewer Cost Recovery Fee Rate Study

Proposed Sewer Rate Schedule Summary
Fiscal Year (FY) 2021-22 - FY 2025-26

PROPOSED SEWER RATE SCHEDULE FOR FY 2021-22 ($/ccf)				
User Class	**Current Rates** (FY 2020-21)	**Sewer Maintenance Fee**	**Sewer Capital Fee**	**Total Sewer Fees**
Single-Family Residential	$0.35	$0.32	$0.42	$0.72
Multi-Family Residential	$0.39	$0.36	$0.46	$0.82
Commercial	$0.37	$0.42	$0.54	$0.96
Industrial	$0.37	$0.42	$0.54	$0.96
Institutional	$0.25	$0.23	$0.30	$0.53
Government & Public	$0.35	$0.23	$0.40	$0.72

PROPOSED FIVE-YEAR SEWER RATE SCHEDULE ($/ccf) FY 2021-22 TO FY 2025-26						
User Class	**Current Rates** (FY 2020-21)	**Proposed FY 2021-22**	**Proposed FY 2022-23**	**Proposed FY 2023-24**	**Proposed FY 2024-25**	**Proposed FY 2025-26**
Single-Family Residential	$0.35	$0.72	$0.74	$0.76	$0.79	$0.81
Multi-Family Residential	$0.39	$0.82	$0.84	$0.87	$0.89	$0.92
Commercial	$0.37	$0.96	$0.99	$1.02	$1.05	$1.08
Industrial	$0.37	$0.96	$0.99	$1.02	$1.05	$1.08
Institutional	$0.25	$0.53	$0.54	$0.56	$0.58	$0.59
Government & Public	$0.35	$0.72	$0.74	$0.76	$0.79	$0.81

Notes:
1. Beginning in FY 2022-23, the sanitary sewer service rates are assumed to increase by 3.0% each fiscal year through FY 2025-26.

2. Fees are per 100 cubic feet (CCF) of water usage and rounded to the nearest cent. Fees are the total of the sewer maintenance fee and the new sewer capital fee.

ATTACHMENT 2

ORDINANCE NO. O-2021-07

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, ADOPTING REVISED SEWER SYSTEM SERVICE RATES FOR SANITARY SEWER SERVICE AND AMENDING SECTIONS OF CHAPTER 5.24 OF THE PLACENTIA MUNICIPAL CODE PERTAINING TO THE SEWER SYSTEM SERVICE FEES

City Attorney Summary

This Ordinance amends Title 5 (Schedule of Fees) of the City of Placentia Municipal Code amending certain provisions of Chapter 5.24 (Public Works Department) to increase the City's sanitary sewer rates set forth in Title 5 of the Placentia Municipal Code.

A. Recitals

(i) The City of Placentia ("City") intends to ensure that sufficient revenues are collected to adequately maintain, operate, and construct capital improvements to the City's sanitary sewer system facilities; and

(ii) In 2019, the City retained the services of SCI Consultants, Inc., to prepare a sewer rate study to analyze the current cost to the City of providing sewer services and recommend an adjustment to the current sanitary sewer rates; and

On March 16, 2021, and April 20, 2021, the City Council held a Study Session to review and discuss the 2020 Sewer Cost Recovery Fee Rate Study; and

(iii). On May 4, 2021, the City Council set a public hearing and set a public hearing and authorized mailing of notices to property owners of record, to inform them of the proposed sanitary sewer system rates and to open the 45-day notice period in accordance with Proposition 218; and

(iv). On May 21, 2021, the City mailed the Notice, including the protest ballot, by first class mail to a total of 12,720 property owners of record of parcels to which the proposed sanitary sewer system rates for sanitary sewer services would apply, informing them of the July 6, 2021, public hearing; and

(v) On July 6, 2021, the City Council of the Placentia of Placentia ("City Council") held a public hearing on the proposed sanitary sewer rates in accordance with California Constitution Article XIII D, Section 6, more commonly referred to as Proposition 218, and determined that no majority protest against the proposed rates had occurred; and

(vi) The City's current sanitary sewer rates are codified in section 5.24.140 (Sanitary Sewer System Service Fee) of the Placentia Municipal Code ("PMC"). On July

6, 2021, the City Council introduced Ordinance No. 2021-07 to amend PMC Section 5.24.140 to adopt the proposed sanitary sewer rates as presented.

B. Ordinance

NOW, THEREFORE, the City Council of the City of Placentia does hereby find, determine and ordain as follows:

SECTION 1. Section 5.24.140(b) (Sanitary Sewer System Service Fee) of the Placentia Municipal Code is hereby amended to read as follows:

(b) Sanitary Sewer System Service Fee Established. Except as exempted in subsection (c) of this section, there shall be imposed upon every individual, partnership, association, corporation, or agency of government that has connected or is connecting their building, structure, or fixture to the city sanitary sewer system, a sanitary sewer system service fee based upon the volume of usage of the system, as measured by metered water service. All sanitary sewer system service fees imposed pursuant to this subsection shall be due and payable at the time and in the manner provided by the water purveyor for payment of water utility bills but shall be listed as a separate line item on the water utility bill.

The fee shall be applied based upon the water use category applicable to the system user as follows:

User Category	Effective On or After August 20, 2021	Effective July 1, 2022	Effective July 1, 2023	Effective July 1, 2024	Effective July 1, 2025
Single-Family Residential	$0.72	$0.74	$0.76	$0.79	$0.81
Multi-Family Residential	$0.82	$0.84	$0.87	$0.89	$0.92
Commercial	$0.96	$0.99	$1.02	$1.05	$1.08
Industrial	$0.96	$0.99	$1.02	$1.05	$1.08
Institutional	$0.53	$0.54	$0.56	$0.58	$0.59
Government & Public	$0.72	$0.74	$0.76	$0.79	$0.81

SECTION 2. The sewer rates and fees include multi -year rate adjustments effective August 20, 2021 and thereafter July 1 for 2022, 2023, 2024, and 2025.

SECTION 3. Any provision of the Placentia Municipal Code or appendices thereto inconsistent with the provisions of the Ordinance, to the extent of such inconsistencies and no further, are repealed or modified to that extent necessary to affect the provisions of this Ordinance.

SECTION 4. This Ordinance is exempt from review under the California Environmental Quality Act (Cal. Pub. Res. Code § 21000, et seq "CEQA") and modifies, structures, restructures, and approves rates and charges for meeting operating expenses; purchasing supplies, equipment, and materials; meeting financial requirements; and obtaining funds for capital projects needed to maintain service within existing service areas. This Ordinance, therefore, is categorically exempt from CEQA review under Cal. Code Regs. Title 14, § 15273 and does not constitute a "project" that requires environmental review.

SECTION 5. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Placentia hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase, or portion thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases, or portions be declared invalid or unconstitutional.

SECTION 6. The Mayor shall sign, and the City Clerk shall attest to the passage of this Ordinance. The City Clerk shall cause the same to be published once in the official newspaper within 15 days after its adoption. This Ordinance shall become effective 30 days from its adoption.

INTRODUCED at a regular meeting of the City Council of the City of Placentia held on July 6, 2021.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2021

_____
Craig S. Green, Mayor

ATTEST:

_____
Robert S. McKinnell, City Clerk

I, Robert S. McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Placentia, held on the 6th day of July 2021 and adopted at a regular meeting of the City Council of the City of Placentia, held on the _____ day of _____, 2021 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

RESOLUTION NO. R-2021-47

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA DECLARING THE RESULTS OF A NOTICED PROTEST PROCEEDING AND APPROVING CERTAIN ACTIONS FOR RATES, FEES, AND CHARGES FOR SANITARY SEWER SERVICES

A. Recitals

(i). The City Council called and duly held a noticed protest proceeding for the purpose of presenting to the qualified rate payers the proposition of adjusting rates, fees, and charges for sanitary sewer, and trash services pursuant to Section 6, of Article XIII D of the California Constitution; and

(ii). In 2019, the City retained the services of SCI Consultants, Inc. to prepare a sewer rate study in order to analyze the current cost to the City of providing sewer services and recommend an adjustment to the current sanitary sewer rates; and

(iii). On March 16, 2021, and April 20, 2021 , the City Council held a Study Session to review and discuss the 2020 Sewer Cost Recovery Fee Rate Study; and

(iv). On May 4, 2021, the City Council set a public hearing and set a public hearing and authorized mailing of notices to property owners of record, to inform them of the proposed sanitary sewer system rates and to open the 45-day notice period in accordance with Proposition 218; and

(v). On May 21, 2021, the City mailed the Notice, including the protest ballot, by first class mail to a total of _____ property owners and customers-of-record of parcels to which the proposed maximum rates for commercial and multi-family solid waste collection services would apply, informing them of the July 6, 2021, public hearing; and

(vi). On July 6, 2021, following a public hearing held in conformity with Proposition 218, the City Council determined that no majority protest against the proposed sewer rates and charges existed; and

(vii). The total number of valid written protests was ____, which is less than 50 percent of the total number of valid written protests that could legally be presented; and

(viii). After hearing public testimony, the City Council considered whether to adopt the proposed sanitary sewer rates; and

(ix).On July 6, 2021, the City Council conducted a second reading and adopted Ordinance No. 2021-07 amending Chapter 5.24 (Water Rates and Charges) of the Newport Beach Municipal Code to adjust the City's existing sanitary sewer rates; and

(x). Based upon the testimony provided at the public hearing, the City Council hereby establishes sanitary sewer rates effective August 20, 2021, and for each of the following years through July 1, 2025, pursuant to the schedule attached hereto as Exhibit "A" and incorporated herein by this reference.

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., above.

2. The City Council does hereby establish the sanitary sewer rates effective August 20, 2021, and for each of the following years through July 1, 2025, as identified in Exhibit "A." The water rates and charges shall become effective according to the schedule in Exhibit "A" which is incorporated herein by this reference. The City Council directs staff to include the newly established sewer system rates and phased-in increases thereto, as adopted by this resolution, in the City's Schedule of Fees, or other successor document thereto as amended from time to time.

3. If any section, subsection, sentence, clause, or phrase of this resolution is, for any reason, held to be invalid or unconstitutional, such decision shall not affect the validity or constitutionality of the remaining portions of this resolution. The City Council hereby declares that it would have passed this resolution, and each section, subsection, sentence, clause or phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared invalid or unconstitutional.

APPROVED and ADOPTED this 6th day of July 2021

_____
Craig S. Green, 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 held on the 6th day of July 2021 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 A

Placentia Rate Adjustments Calculation (Effective July 1, 2021)

Exhibit A

Sewer Rate Schedule Summary
Fiscal Year (FY) 2021-22 - FY 2025-26

FIVE-YEAR SEWER RATE SCHEDULE ($/ccf) FY 2021-22 TO FY 2025-26					
User Class	**Proposed FY 2021-22**	**Proposed FY 2022-23**	**Proposed FY 2023-24**	**Proposed FY 2024-25**	**Proposed FY 2025-26**
Single-Family Residential	$0.72	$0.74	$0.76	$0.79	$0.81
Multi-Family Residential	$0.82	$0.84	$0.87	$0.89	$0.92
Commercial	$0.96	$0.99	$1.02	$1.05	$1.08
Industrial	$0.96	$0.99	$1.02	$1.05	$1.08
Institutional	$0.53	$0.54	$0.56	$0.58	$0.59
Government & Public	$0.72	$0.74	$0.76	$0.79	$0.81

Notes:
1. Beginning in FY 2022-23, the sanitary sewer service rates are assumed to increase by 3.0% each fiscal year through FY 2025-26.

2. Fees are per 100 cubic feet (CCF) of water usage and rounded to the nearest cent. Fees are the total of the sewer maintenance fee and the new sewer capital fee.

City of Placentia
401 East Chapman Avenue
Placentia, CA 92870

PRESORTED STD.
US POSTAGE
PAID
PERMIT #26
ANAHEIM, CA

CITY OF PLACENTIA
NOTICE OF PUBLIC HEARING FOR PROPOSED SEWER SYSTEM RATES

To Property Owner:

NOTICE IS HEREBY GIVEN that on **Tuesday, July 6, 2021, at 7:00 p.m.,** at or as soon thereafter as may be heard, the City Council of the City of Placentia will hold a Public Hearing in the Council Chambers of the Placentia City Hall located at 401 E. Chapman Avenue to consider proposed increases to the City's sewer system rates. If approved by the City Council, the proposed rate increases will be effective for sewer system collection services provided on or after July 6, 2021.

This notice is being provided to you pursuant to Article XIIID, Section 6 of the California Constitution (Proposition 218), adopted by the electorate in 1996 as part of Proposition 218 which requires that notification be sent 45 days in advance of the public hearing to all affected property owners with respect to the proposed increases to the City's sewer system rates and to inform you of opportunity to protest the rate increase by submitting a written protest prior or during this public hearing.

The public also receives wastewater treatment services from Orange County Sanitation District's (OCSD), which is responsible for setting its own rates, sending separate notices of public hearings, and holding a separate public hearing.

WHY ARE RATE CHANGES BEING CONSIDERED?
The City of Placentia provides wastewater collection services to the majority of parcels within the 6.6 square mile City limits through approximately 84 miles of gravity sanitary sewer pipelines. The City's wastewater collection system conveys untreated wastewater to OCSD's trunk sewer mainlines via 35 separate connections. OCSD conveys, treats, and disposes of the City's wastewater flows via OCSD Plants.

The operation and maintenance of the City's sewer system is funded through the Sewer Enterprise Fund which is separate from the City's General Fund. The City has not adjusted the sanitary sewer fee rates since March 2005 when the existing rates were first established. The cost to operate and maintain the City's sewer system has increased over the past 16 years. Since March 2005, the cumulative annual price change has increased by a factor of 37.2% and revenues have not kept pace with the capital needs of the system. The current rates are insufficient to fund ongoing services. Without a sanitary sewer service adjustment, the City's Sewer Enterprise Fund will not have adequate revenues to cover operations and maintenance of the sewer system and conduct necessary capital improvements and repairs.

BASIS OF PROPOSED RATES
The City is required by State Law, City standards and practices, and Enterprise Fund requirements, to collect revenues sufficient to fund current and future costs of operating, maintaining, and administering the existing sewer facilities, and fund capital improvements and infrastructure replacement programs. These revenues allow the City to protect public health and safely and reliably collect and convey wastewater for treatment. By State law, the City may not collect more revenue than is necessary to recover the total costs of providing services. The proposed rates were developed through a comprehensive Sewer Cost Recovery Fee Rate Study designed to meet all legal requirements and fairly and equitably recover the required revenue from all customer classes. The 2020 Sewer Cost Recovery Fee Rate Study is available for review at www.placentia.org/sewerrates.

2020 SEWER COST RECOVERY FEE RATE STUDY
During the last two (2) fiscal year reviews of the City's Comprehensive Annual Financial Report (CAFR), the City's Financial Audit Oversight Committee (Committee) has noted that the Sewer Enterprise Fund has a structural deficit. The Committee also noted that actions should be taken by the City to ensure there are sufficient funds to properly administer the City's sewer system. In 2018, the City completed a Sewer Master Plan (Master Plan) which identified $15.9 million in needed sewer system rehabilitation and capacity improvement projects. The City recently completed the 2020 Sewer Cost Rate Study and develop a financial plan that guides investment in the City's sewer system over the next five years. The Study recommends the implementation of an updated sewer service fee structure that includes two (2) separate fees: maintenance fee and capital fee. The maintenance fee will fund operating and maintenance costs of the sewer system. The capital fee will fund sewer replacement, rehabilitation, and capacity enhancement improvements through a series of capital projects that are necessary to replace and upgrade an aging sewer collection system.

The proposed rate changes are needed to continue the safe operation of the City's sewer system and will 1) fully fund operations and maintenance costs and 2) support necessary capital improvement projects to upgrade the City's aging sewer system and meet the future system capacity needs of the City.

ATTACHMENT 5

PROPOSED SEWER RATES:
Currently, the City currently charges a per hundred cubic feet (ccf) volumetric fee for all customers. This fee is based on a customer's water usage and it is included in your monthly water bill from Golden State Water Company or Yorba Linda Water District. The proposed rates will continue to be a volumetric fee for all customers based on how much water is used and how it is used. For example, in a multi-family residential property, a greater percentage of the water consumed on the property goes down the drain than in a single-family residential property where more of the water is used on outdoor uses such as landscape and swimming pools. The following tables show the proposed sewer service rates for the next five fiscal years. The rates reflect the sewer discharge rate for each user. The total proposed sewer rate will consist of two components: a sewer maintenance fee and a capital fee.

PROPOSED SEWER RATE SCHEDULE FOR FY 2021-22 ($/ccf)				
User Class	**Current Rates (FY 2020-21)**	**Sewer Maintenance Fee**	**Sewer Capital Fee**	**Total Sewer Fees**
Single-Family Residential	$0.35	$0.32	$0.42	$0.72
Multi-Family Residential	$0.39	$0.36	$0.46	$0.82
Commercial	$0.37	$0.42	$0.54	$0.96
Industrial	$0.37	$0.42	$0.54	$0.96
Institutional	$0.25	$0.23	$0.30	$0.53
Government & Public	$0.35	$0.23	$0.40	$0.72

PROPOSED FIVE-YEAR SEWER RATE SCHEDULE ($/ccf)						
User Class	**Current Rates (FY 2020-21)**	**Proposed FY 2021-22**	**Proposed FY 2022-23**	**Proposed FY 2023-24**	**Proposed FY 2024-25**	**Proposed FY 2025-26**
Single-Family Residential	$0.35	$0.72	$0.74	$0.76	$0.79	$0.81
Multi-Family Residential	$0.39	$0.82	$0.84	$0.87	$0.89	$0.92
Commercial	$0.37	$0.96	$0.99	$1.02	$1.05	$1.08
Industrial	$0.37	$0.96	$0.99	$1.02	$1.05	$1.08
Institutional	$0.25	$0.53	$0.54	$0.56	$0.58	$0.59
Government & Public	$0.35	$0.72	$0.74	$0.76	$0.79	$0.81

HOW WILL THE PROPOSED RATES IMPACT PROPERTY OWNERS?
The City estimates that for a typical single-family residential customer using 16 ccf of water per month, their monthly sewer fee will increase by $5.81. For a typical multi-family residential customer using 152 ccf of water per month, their monthly sewer fee will increase by $65.29. Below is a table that summarizes the monthly bill impact for the various customers based on average water consumption.

AVERAGE MONTHLY SEWER FEE ($/CCF)			
User Class	**Average Monthly Water Consumption in CCF**	**Current Average Monthly Sewer Fee**	**Proposed Average Monthly Sewer Fee**
Single-Family Residential	16 ccf	$5.50	$11.31
Multi-Family Residential	152 ccf	$59.81	$125.10
Commercial	66 ccf	$24.48	$63.50
Industrial	63 ccf	$23.57	$61.13
Institutional	430 ccf	$101.67	$214.65
Government & Public	42 ccf	$14.66	$30.16

HOW CAN I PROTEST?
Proposition 218 allows **property owners** to respond to the proposed fees prior to or during the public hearing. Consistent with Proposition 218 and California Government Code § 53755, this notice has been mailed to all property owners within the service area based on the most current information published by the Orange County Assessor. Any record owner of a parcel upon which the Sewer Rates are proposed for imposition and any tenant directly liable for the payment of Sewer Rates (i.e., a customer of record) may submit a written protest to the proposed rate increases; provided, however, only one written protest will be counted per identified parcel. If you object to the proposed fees as described in this Notice you may file a written protest with the City Clerk at or before the time set for the public hearing. Written protest may be hand delivered or mailed to the City Clerk at 401 East Chapman Avenue, Placentia, CA 92870. To be valid, written protests must include the following:

1. The name of the record owner or owners of the property
2. Service address and assessor's parcel number (APN)
3. A statement of protest/opposition to the proposed increase ("I protest" will suffice); and
4. The original signature of the protesting owner or owners (photocopies will not be accepted).

If the City receives timely written protests in excess of 50 percent of the parcels receiving sewer service from the City, the City will not adopt the proposed rates. Please note that each property will be counted as a single vote, regardless of the number of owners. If there are two record owners, both must sign the written protest. If there are more than two owners, the protest must be signed by a majority of the owners. Multiple protests returned for a single property will be disallowed and the City Clerk will only accept one protest per property. Email, fax, telephone, or oral protests of any kind will not be counted. Mailed protests received after the close of the public hearing will not be counted, even if they were postmarked earlier.

WHERE DO I FIND ADDITIONAL INFORMATION REGARDING THE PROPOSED RATES?
Additional information regarding the basis for the public hearing, proposed rate increase are set forth in the Study, staff reports, and supporting documents provided to the City Council for its meetings on March 16, April 20, and May 4, 2021 is available for public review at the City's website at: www.placentia.org/sewerrates.

For further information about the proposed rate increase, please contact the Public Works Department at (714) 993-8189.

EN ESPAÑOL: Para recibir una copia de este aviso en español sobre los aumentos propuestos a la tarifa de servicio de alcantarillado, llame al (714) 993-8189, de lunes a jueves de 7:30 a.m. a 6:00 p.m.

ATTACHMENT 5

City of Placentia

Public Hearing: Proposed Sanitary Sewer Rates

City Council
July 6, 2021

ATTACHMENT 6

Background

- On March 16th and April 20th, the City Council held study sessions to review and discuss the 2020 Sewer Cost Recovery Fee Rate Study

- On May 4, 2021, the City Council adopted two (2) resolutions setting a public hearing date of July 6, 2021, to consider adopting increased sewer system service fees, and adopting procedures for establishing and increasing property related fees and charges pursuant to Proposition 218

- Notices outlining the proposed sewer rate increases and instructions on how to submit a protest ballot were mailed to every sewer rate payer in the City no less than 45 days prior to this public hearing

2020 Sewer Cost Recovery Fee Study

Rate Study Goals & Objectives:

- Address the structural deficit in the Sewer Fund noted by the City's Financial Audit Oversight Committee in the last two fiscal year reviews of the City's CAFR
- Project future operating and capital expenses needed to operate the City's sewer system
- Establish rates that will generate sufficient revenues to cover ongoing collection system maintenance, address backlogged capital improvements identified in the 2018 Sewer Master Pan, and establish a reasonable reserve to address emergencies
- Ensure rates are keeping pace with inflation

Other Key Considerations:

- Establish an annual fee escalator for addressing increasing operating and capital costs
- Addresses the City's sewer system capital improvement needs over the next 11 years
- Ensure the General Fund, which is used for public safety and other operations does not subsidizing Sewer Fund operations
- Sewer rate increase subject to Prop 218

Existing Sewer Maintenance Fee

- Established in 2005 via O-2005-04 (Chapter 5.24 of Municipal Code)
- Funds only the maintenance of City's sewer system
- Variable fee based upon domestic water consumption
- Subject to Prop 218
- **Fee has not been increased since 2005**

User Class	Sanitary Sewer Fee per CCF (100 cubic ft.)
Single-Family Residential	$0.35
Multi-Family Residential	$0.39
Commercial	$0.37
Industrial	$0.37
Institutional	$0.25
Government & Public	$0.35

Existing Sewer Rates Adjusted for Inflation

User Class	Existing Sewer Maintenance Rate	Cumulative Annual CPI Increase 2005-2021 (Annual CPI in Los Angeles Region)	Adjusted Rate (2021)
Single-Family Residential	$0.35	37.2%	$0.48
Multi-Family Residential	$0.39	37.2%	$0.54
Commercial	$0.37	37.2%	$0.51
Industrial	$0.37	37.2%	$0.51
Institutional	$0.25	37.2%	$0.34
Government & Public	$0.35	37.2%	$0.48

Sewer Maintenance Fee Calculation

Determination of Sewer Maintenance Unit Cost (CCF)	
Maintenance Revenue Requirement (FY 2021-22)	$969,000
Estimated Sewer Flow (FY 2021-22)	2,303,788
Maintenance Cost per Unit of Sewer Flow (CCF)	**$0.4206**

User Class	A Discharge Factor (A)	Cost per Unit of Sewer Flow (CCF) (B)	Sewer Charge per CCF Unit (C = A x B)
Single-Family Residential	75%	$0.4206	$0.3155
Multi-Family Residential	85%	$0.4206	$0.3575
Commercial	100%	$0.4206	$0.4206
Industrial	100%	$0.4206	$0.4206
Institutional	55%	$0.4206	$0.2313
Government & Public	75%	$0.4206	$0.3155

Sewer CIP Fee Calculation

Determination of Sewer CIP Unit Cost (CCF)	
CIP Revenue Requirement (FY 2021-22)	$1,242,000
Estimated Sewer Flow (FY 2021-22)	2,303,788
CIP Cost per Unit of Sewer Flow (CCF)	**$0.5391**

User Class	Discharge Factor (A)	Cost per Unit of Sewer Flow (CCF) (B)	Sewer Charge per CCF Unit (C = A*B)
Single-Family Residential	75%	$0.5391	$0.4043
Multi-Family Residential	85%	$0.5391	$0.4582
Commercial	100%	$0.5391	$0.5391
Industrial	100%	$0.5391	$0.5391
Institutional	55%	$0.5391	$0.2965
Government & Public	75%	$0.5391	$0.4043

Combined Sewer Fee

User Class	Current Fee (FY 2020-21)	FY 2021-22		
		Sewer Maintenance Fee	Sewer Capital Fee	Total Sewer Fees
Single-Family Residential	$0.35	$0.32	$0.40	$0.72
Multi-Family Residential	$0.39	$0.36	$0.46	$0.82
Commercial	$0.37	$0.42	$0.54	$0.96
Industrial	$0.37	$0.42	$0.54	$0.96
Institutional	$0.25	$0.23	$0.30	$0.53
Government & Public	$0.35	$0.32	$0.40	$0.72

Average Monthly Fee By Customer

User Class	2005 Average Monthly Fee	Current Average Monthly Fee	New Average Monthly Fee
Single-Family Residential	$5.60	$5.50	$11.31
Multi-Family Residential	$59.67	$59.81	$125.10
Commercial	$24.42	$24.48	$63.50
Industrial	$23.68	$23.57	$61.13
Institutional	$101.75	$101.67	$214.65
Government & Public	$16.10	$14.66	$30.16

Five-Year Sewer Fee Schedule

User Class	Current (FY 2020-21)	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	FY 2025-26
Single-Family Residential	$0.35	$0.72	$0.74	$0.76	$0.79	$0.81
Multi-Family Residential	$0.39	$0.82	$0.84	$0.87	$0.89	$0.92
Commercial	$0.37	$0.96	$0.99	$1.02	$1.05	$1.08
Industrial	$0.37	$0.96	$0.99	$1.02	$1.05	$1.08
Institutional	$0.25	$0.53	$0.54	$0.56	$0.58	$0.59
Government & Public	$0.35	$0.72	$0.74	$0.76	$0.79	$0.81

Public Hearing Notice & Process

- Proposition 218 requirements
  - 45-day public hearing notice
  - Majority protest (50% + 1) by ratepayers precludes adoption of proposed rate increase
  - Public hearing notices mailed to property owners (ratepayers) on May 21, 2021
  - City Clerk received _____ protest letters; Final tally at conclusion of public hearing

Recommended Actions

1. Open the Public Hearing

2. Receive Staff Report & Public Testimony

3. Close the Public Hearing and direct the City Clerk to tabulate the written protests and report the results of the tabulation to the City Council

4. If no majority protest exists, approve Ordinance No. 2021-07 and Resolution No. 2021-47 adopting the adjusted sewer rates

Questions & Comments

Placentia City Council
AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: CHIEF OF POLICE

DATE: JULY 6, 2021

SUBJECT: **INTRODUCTION OF POLICE DEPARTMENT BIENNIAL REPORT**

FISCAL IMPACT: NONE

SUMMARY:

The Placentia Police Department ("Department") is pleased to introduce the 2019-2020 Biennial Report. The Biennial Report ("Report") is a snapshot of some of the work done by the men and women of the Department. It provides insight, activities, and comparisons of Department data. It also indicates available current agency resources to address workload challenges.

RECOMMENDATION:

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

Receive and file a copy of the completed Biennial Report and Chief Lenyi's presentation introducing the report.

DISCUSSION:

The Department has completed a Biennial Report for 2019-2020. The Report gathers information about departmental activity throughout the year and is a produced publication that summarizes events, crime statistics, budget, and important investigations. This Report is produced for the public to relay information about the Department's performance, accomplishments, and organizational changes. The Report in its entirety will be posted to the City website effective July 7, 2021.

Prepared by:

Julie Kennicutt
Senior Management Analyst

Reviewed and Approved:

Darin Lenyi
Chief of Police

3.a.
July 6, 2021

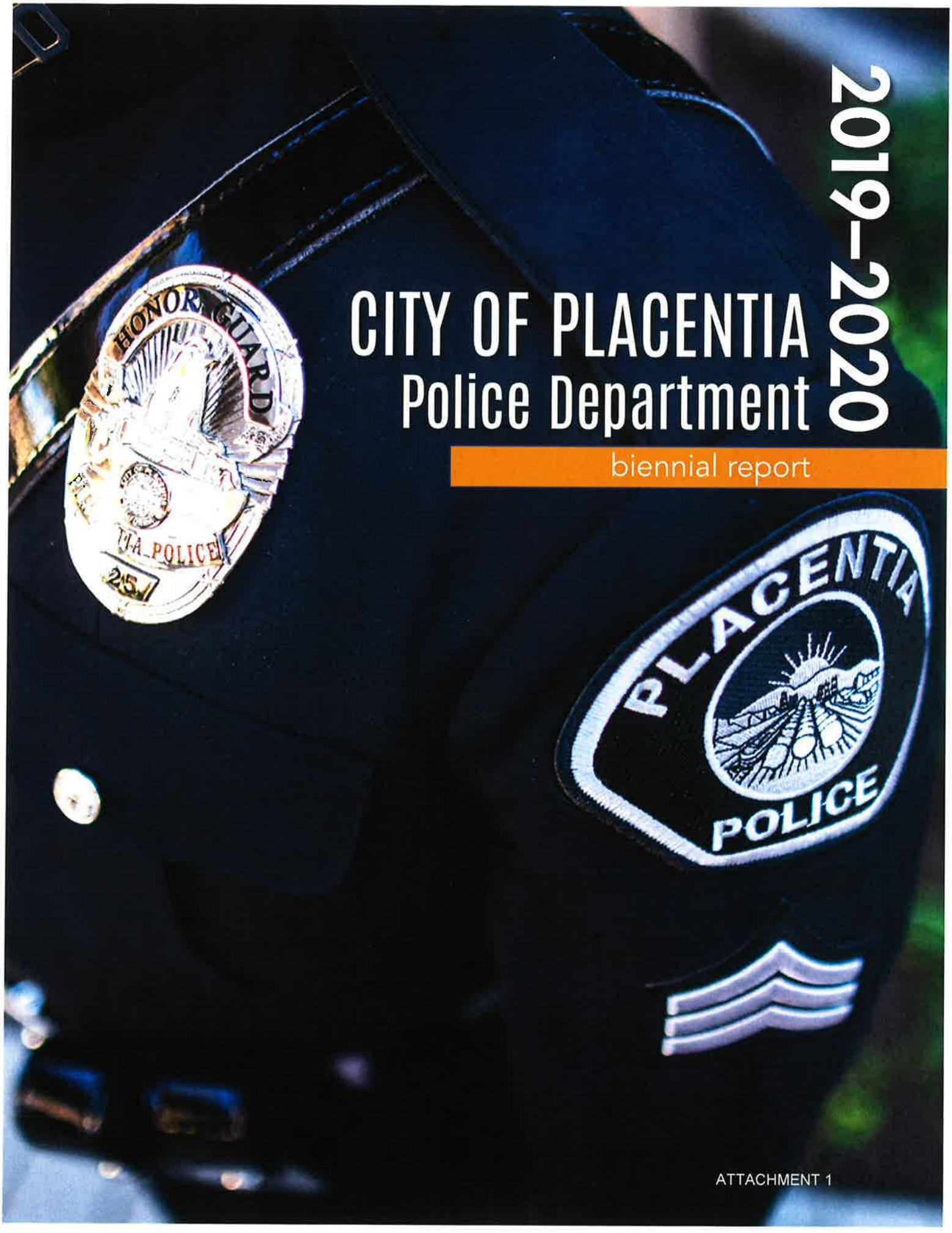
Reviewed and Approved:



Damien R. Arrula
City Administrator

Attachment:

Presentation – Introduction of Police Department Biennial Report



CITY OF PLACENTIA
Police Department

2019–2020

biennial report

ATTACHMENT 1

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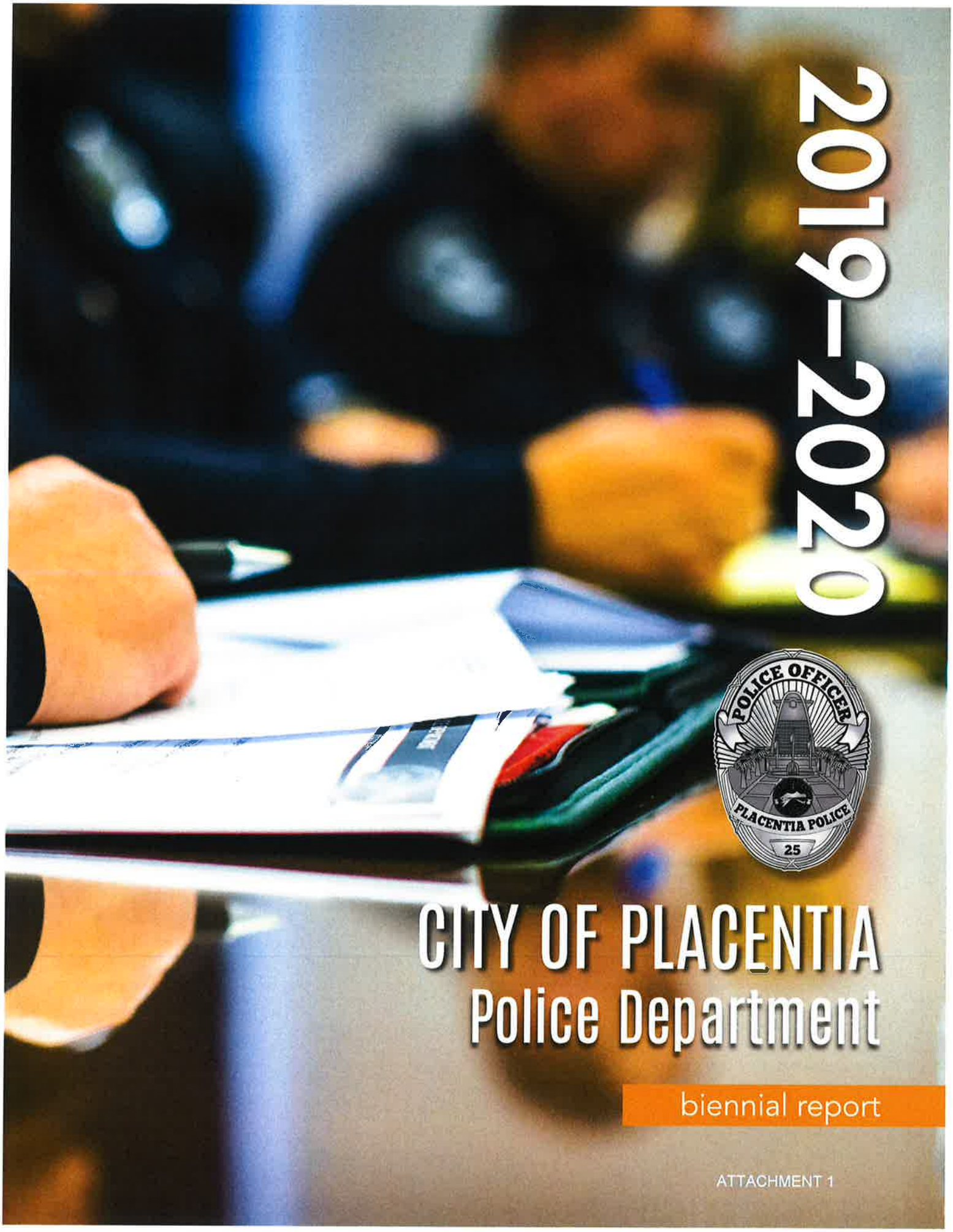


CITY OF PLACENTIA
Police Department

biennial report

ATTACHMENT 1

A MESSAGE FROM THE CHIEF

"...our people are our most valuable resource."

Darin Lenyi
Chief of Police, Placentia



I am pleased to present the Placentia Police Department's Biennial Report. I am honored to serve alongside the men and women of this organization, where our people are our most valuable resource. Having the privilege to be the Police Chief of my hometown is something I could not be more proud of.

We work with members of the public, city officials and council members to make Placentia a safe place to live, work and visit. My Department and I are committed to work through challenges in partnership with the community and other city departments all to help make Placentia an even better place to raise our families, experience our culture, and enjoy our community. We recognize and appreciate the vast level of support the community affords us each and every day.

While this report is not inclusive of everything we have accomplished as an agency, it certainly gives an overview of the hard work and dedication of our employees and the programs we offer. Looking forward, we will continue to work with our community to fight crime and preserve the way of life for those we protect and serve daily.

To maintain trust and accountability with the community, this Biennial Report includes data regarding internal affair investigations. These investigations include internal complaints initiated by the Chief of Police, and received by community members. In light of certain police events occurring nationally, I believe this information is crucial to disclose.

I look forward to 2021 and achieving greater accomplishments within our organization and within our community. We support the efforts by our Council members in making Placentia "a pleasant place" and leading us to complete much-needed projects and improvements throughout the city.

I am thankful for the opportunity to lead the Police Department and to work with such caring and dedicated people. Thank you all for your continued support.

Respectfully,

Darin Lenyi, Chief of Police

PLACENTIA CITY COUNCIL 2021



MAYOR
Craig S. Green



MAYOR PRO TEM
Chad P. Wanke



COUNCIL MEMBER
Rhonda Shader



COUNCIL MEMBER
Ward L. Smith



COUNCIL MEMBER
Jeremy B. Yamaguchi

CITY ADMINISTRATOR
Damien R. Arrula

CITY TREASURER
Kevin Larson

CITY CLERK
Robert S. McKinnell

Intergovernmental Relations

The Mayor and City Council hold a number of special assignments and appointments to various boards and commissions dealing with other county / state government agencies.

These agencies include the:

- Criminal Justice Council
- League of California Cities
- Orange County Human Relations Agency
- Orange County Sanitation District
- Vector Control

CITIZEN RELATIONS

In an effort to create an open government and respond to citizen concerns, the mayor and City Council promote citizen relations by:

- Conducting town hall meetings
- Hosting public speaking engagements
- Issuing commendations and proclamations
- Providing citizens with information
- News releases and public notices are issued to notify citizens of these programs.

FOR MORE INFORMATION

For more information about intergovernmental and citizen relations, contact the City Council at (714) 993-8181 or citycouncil@placentia.org

DEPARTMENT INFORMATION



FULL-TIME ALLOCATED POSITIONS

Chief of Police 1	Senior Management Analyst 1	Parking Control Officers 2	Police Academy Trainee 1
Captains 2	Crime Analyst 1	Senior Administrative Assistant 1	Police Services Officers 2
Lieutenants 3	Police Officers 39	Police Civilian Investigators 3	Records Specialist 2
Sergeants 9	Police Service Supervisors 2	Property Technician 1	Community Services Officer 1

*Part-time and volunteer positions not included.



COMMAND STAFF



CHIEF DARIN LENYI

Chief Darin Lenyi has led the Placentia Police Department as Chief of Police since 2016. Chief Lenyi is a thirty-three year law enforcement veteran. He holds a graduate degree in Management, attended the FBI National Academy, and was current President of the Orange County Chiefs of Police and Sheriff's Association in 2020-2021.



CAPTAIN BRAD BUTTS

Captain Brad Butts is currently the Operations Division Commander, overseeing all field operations. He is a 25-year sworn law enforcement professional and he began his service with the Placentia Police Department as a police officer in 2001. He earned a graduate degree in Law Enforcement and Public Safety Leadership from the University of San Diego and he is a graduate of the Sherman Block Supervisory Leadership Institute.



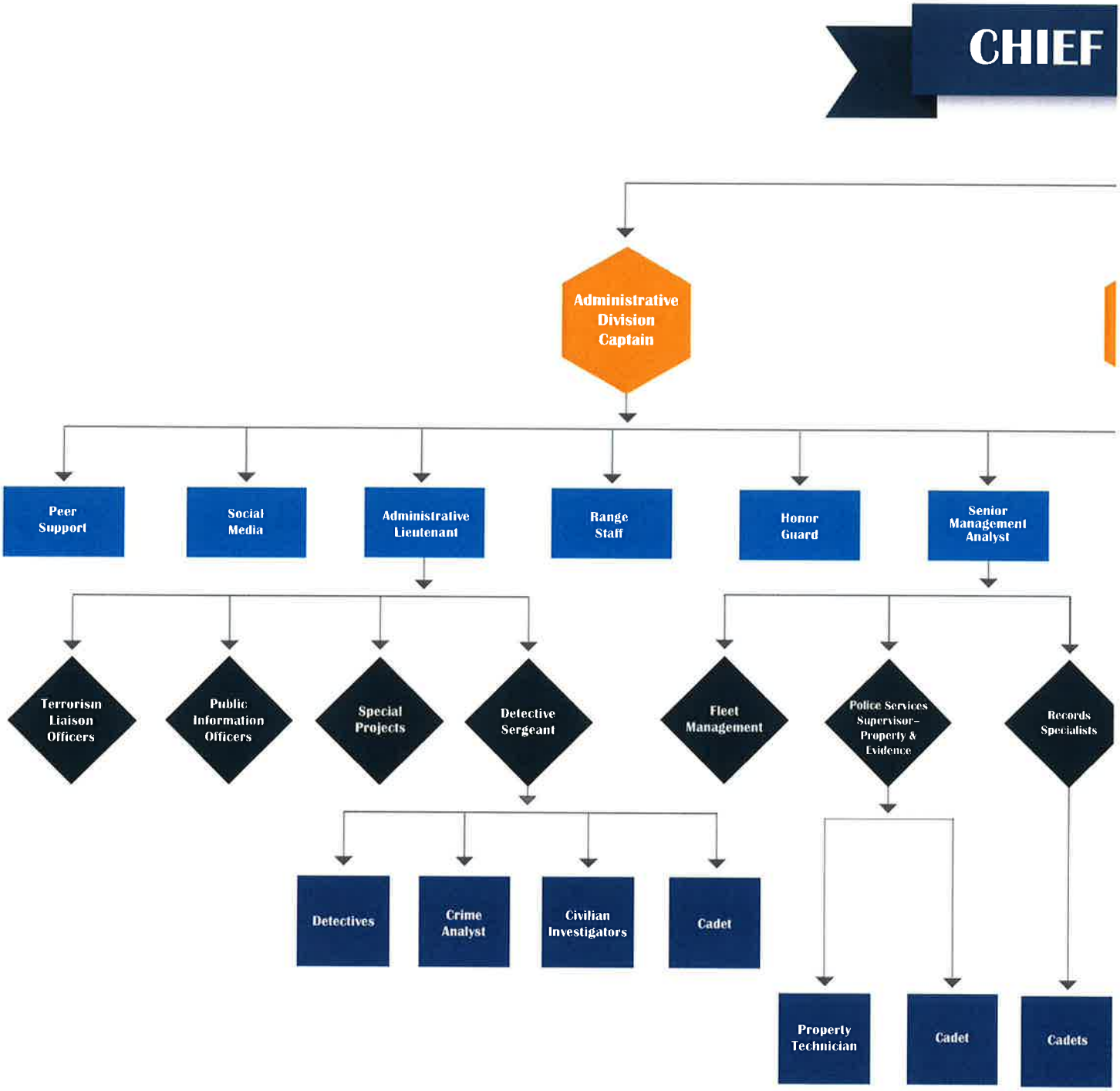
CAPTAIN JAMES MCELHINNEY

Captain James McElhinney is currently the Administrative Division Commander, overseeing Investigations, Professional Standards, Property & Evidence, Records, Fleet and Facilities. Captain McElhinney is a 32 year veteran of the Placentia Police Department, having worked as a Police Cadet and Reserve Police Officer before being promoted to Police Officer in 1993. He earned his BS in Criminal Justice Management and MS in Organizational Leadership from Union Institute & University. He is also a graduate of the Sherman Block Supervisory Leadership Institute.

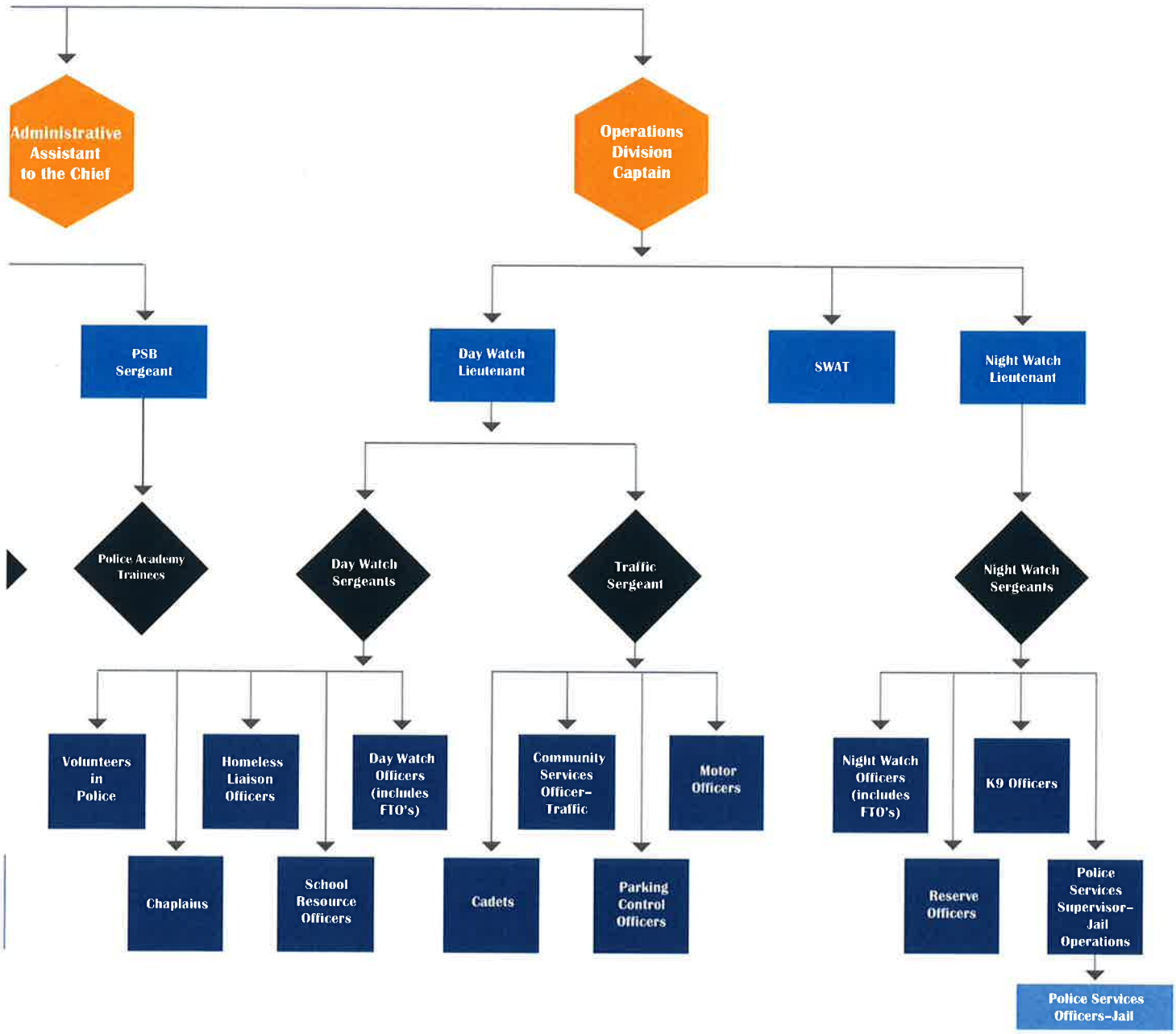


CAPTAIN ERIC POINT

Captain Eric Point manages special projects and investigations. Captain Point is a 34-year member of the department and holds a graduate degree in management.


CHIEF
Administrative Division Captain
Peer Support
Social Media
Administrative Lieutenant
Range Staff
Honor Guard
Senior Management Analyst
Terrorism Liaison Officers
Public Information Officers
Special Projects
Detective Sergeant
Fleet Management
Police Services Supervisor– Property & Evidence
Records Specialists
Detectives
Crime Analyst
Civilian Investigators
Cadet
Property Technician
Cadet
Cadets

OF POLICE


Administrative Assistant to the Chief
Operations Division Captain
PSB Sergeant
Day Watch Lieutenant
SWAT
Night Watch Lieutenant
Police Academy Trainees
Day Watch Sergeants
Traffic Sergeant
Night Watch Sergeants
Volunteers in Police
Homeless Liaison Officers
Day Watch Officers (includes FTO's)
Community Services Officer–Traffic
Motor Officers
Night Watch Officers (includes FTO's)
K9 Officers
Chaplains
School Resource Officers
Cadets
Parking Control Officers
Reserve Officers
Police Services Supervisor–Jail Operations
Police Services Officers–Jail

OPERATIONS DIVISION

INTRODUCTION

Reserves

Traffic

SRO

PSO

Chaplain

K-9

PATROL

The Operations Division is also know as the "field services" division and it is overseen by the Operations Division Commander and two Patrol Lieutenants. Operations consists of the Patrol Division, Traffic Bureau, K-9 Unit, School Resource Officer Detail and Police Services Officers, Police Reserves and the Police Chaplain Program.

The Patrol Division is the largest work-group within the Department. Patrol Officers work around the clock to safeguard our residential neighborhoods, shopping centers, schools and public places. They handle preliminary investigations of all crimes and they pro-actively enforce criminal violations and traffic violations.

Our Traffic Bureau Officers enforce traffic safety laws, educate the public on traffic safety and they investigate traffic collisions.

Smaller units within Operations include K-9 Unit and the School Resource Officers. The Canine Officers and Police Canines are assigned within the Patrol Division. Their primary responsibilities are to search, locate, and assist in the apprehension of felony criminal offenders. Their secondary responsibility is to assist in the search and detection of illegal drugs.

The School Resource Officer (SRO) program works in partnership with the Placentia-Yorba Linda School District (PYLUSD). The Department currently has two School Resource Officers, with one assigned to El Dorado High School and the other to Valencia High School. They keep our schools safe from gangs, drugs and alcohol, as well as other safety related concerns.

Finally, within Operations is our non-sworn Police Service Officer (PSO) Detail. It is comprised of two PSOs and one Police Services Supervisor (PSS) position. PSOs support sworn Police Officers by performing a combination of field, office and jail duties. Their duties include responding to low-risk calls for service, taking reports, and managing jail operations.

NIXLE

Nixle is a mass notification system used to send out various types of emergency messages for the community as well as widespread notices. The Nixle Alert system informs the community about general advisories, police and fire activity, and large scale community notifications.

NIXLE Alerts Sent

2019 - 247
2020 - 88

EMERGENCY CALLS

Emergency calls for service are our highest priority incidents. These are calls range from the physical well-being of a person is in jeopardy, disasters, or crimes in progress. Some examples would include injury traffic collisions, suicide attempts, domestic disputes, any call involving the use of weapons, including fights and robberies.

Average Response Time For Emergency Calls For Service

2019 - 4:30 MINUTES
2020 - 4:21 MINUTES

OPERATIONS DIVISION

PATROL/FIELD TRAINING

The Patrol Division is the backbone of our policing service. Patrol provides officers who work around the clock to safeguard our community. The Patrol Division includes the Traffic Bureau, K9 Unit, School Resource Officers, Police Services Officers, and Reserve Officers.

Patrol Officers handle the first response to all crimes, they patrol for criminal activity and take the lead on criminal enforcement. They also work with residents, business owners, educational partners and other community partners in reducing public safety problems, including quality of life issues that concern our community or impact the safety and living conditions of the public.

The Patrol Division is made up of two Police Lieutenants, six Police Sergeants, twenty-four Police Officers (including K9 Officers, SROs and HLOs), one Police Services Supervisor, and two Police Services Officers.

The Placentia Police Department is committed to providing the best training experience possible for newly hired employees. After completing a POST Basic Course (Academy), newly hired police officers are assigned to our Field Training Program. Field training is intended to facilitate a police officer's transition from the academic setting of the basic academy to the performance of uniformed patrol duties of the Placentia Police Department. Although an officer graduating from the POST basic academy has received a thorough introduction to the basic law enforcement subjects, that officer cannot be expected to immediately assume the full responsibilities of an experienced officer.

Newly assigned officers must receive additional training in the field on actual calls for service, where they can learn from officers who already have practical patrol experience. Field training introduces a newly assigned officer to the personnel, procedures, and policies of the department. The program also provides the initial formal and informal training specific to the department and the day-to-day duties of its officers.

TOTAL CALLS FOR SERVICE:

2019 – 29,792
2020 – 27,888

THE PATROL DIVISION

2
POLICE LIEUTENANTS

6
POLICE SERGEANTS

29
POLICE OFFICERS
(INC. K9, SROs AND HLOs)

1
POLICE SERVICES SUPERVISOR

2
POLICE SERVICES OFFICERS

1
POLICE ACADEMY TRAINEE

OPERATIONS DIVISION

PATROL/FIELD TRAINING



The Field Training Officer (FTO) is an experienced police officer that is selected and formally trained. It is the responsibility of the FTO to train the newly hired police officer in all aspects of law enforcement and to demonstrate proper patrol procedures. Trainees will be required to perform various law enforcement duties under the guidance and supervision of their assigned FTO and a Field Training Program Supervisor. The trainee's performance will be evaluated by the FTO and monitored by a Field Training Program Supervisor. This one-on-one training program sets it apart from any prior academic endeavor. It is designed specifically for the success of the trainee as it takes place out in the field in an uncontrolled environment.

TOP 3 ARREST OFFENSES

2019
A TOTAL OF 1,201 ARRESTS

206	POSSESSION OF DRUG PARAPHERNALIA
118	POSSESSION OF CONTROLLED SUBSTANCE
102	DRIVING UNDER THE INFLUENCE (DUI)

2020
A TOTAL OF 1,080 ARRESTS

222	POSSESSION OF DRUG PARAPHERNALIA
150	POSSESSION OF CONTROLLED SUBSTANCE
69	DRIVING UNDER THE INFLUENCE (DUI)

OPERATIONS DIVISION

TRAFFIC BUREAU

Traffic Officers are primarily responsible for traffic-safety related laws. They educate the public on traffic safety, investigate traffic collisions, and maintain traffic safety for special events like the Heritage Day Parade and Festival and the Placentia Tamale Festival. For student safety they also monitor traffic conditions at our schools during student drop off and pick up time. The Department partners with the California Office of Traffic Safety (OTS) to provide grant support for traffic safety education and operations. The Traffic Bureau is overseen by a Sergeant and consists of two Motorcycle Officers and two Parking Control Officers enforcing street sweeping and other parking problems within the city. Additionally, there are two employees assigned to run day-to-day operations at the department's impound lot.

2019 CITATIONS

- 8,049 PARKING CITATIONS
- 1,784 HAZARDOUS CITATIONS*
- 238 NON-HAZARDOUS CITATIONS*
- 462 TRAFFIC COLLISION
- 0 TRAFFIC COLLISION FATAL
- 179 TRAFFIC COLLISION PERSONAL INJURY
- 292 TRAFFIC COLLISION PROPERTY DAMAGE

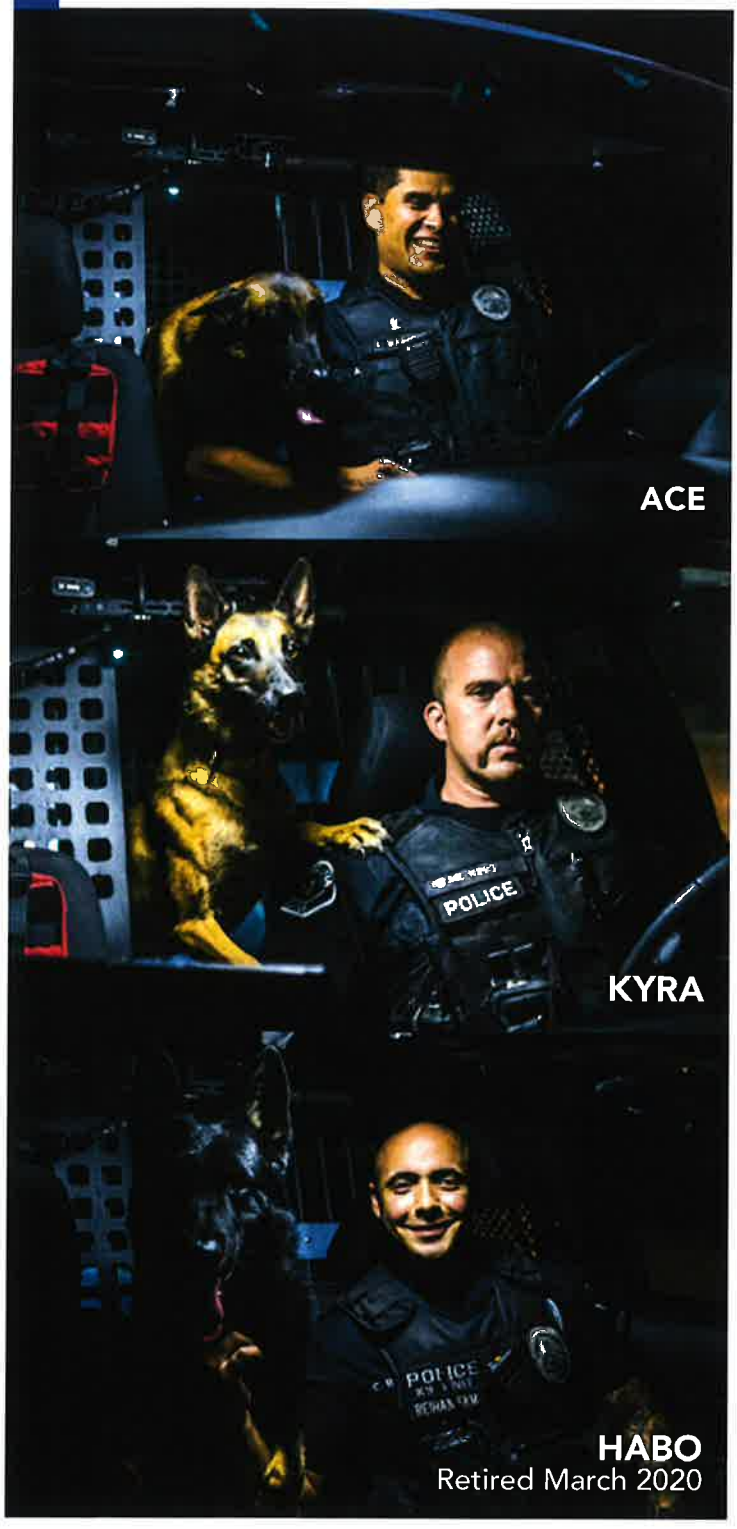
2020 CITATIONS

- 5,248 PARKING CITATIONS
- 1,064 HAZARDOUS CITATIONS*
- 138 NON-HAZARDOUS CITATIONS*
- 319 TRAFFIC COLLISION
- 2 TRAFFIC COLLISION FATAL
- 116 TRAFFIC COLLISION PERSONAL INJURY
- 201 TRAFFIC COLLISION PROPERTY DAMAGE

* Hazardous Citations Examples: Speeding and running a red light.
* Non Hazardous Citations Examples: Expired registration and headlight out.

OPERATIONS DIVISION

K9 UNIT



The Placentia Police Department's Canine (K9) program began in 1988. The unit consists of three uniformed police officers assigned within the Patrol Division and three Police Service Dogs, overseen by a Sergeant Coordinator. Two of the Police Service Dogs are cross trained in apprehension and narcotics (K9 Habo, a German Shepherd and K9 Ace, a Belgian Malinois), and the third is a single purpose narcotics detection canine (K9 Kyra, a Belgian Malinois).

Often our teams are called upon to assist other neighboring Local, State and Federal Law Enforcement Agencies through mutual aid. In addition to the above listed responsibilities, the K9 Unit conducts public demonstrations at local schools and community events.

2019

180	NARCOTIC SNIFFS
>100#	ILLEGAL NARCOTICS SEIZED
39	RESIDENTIAL/ COMMERCIAL SEARCHES
3	APPREHENSIONS OF VIOLENT FELONY SUSPECTS
14	COMMUNITY EVENTS

2020

102	NARCOTIC SNIFFS
>62#	ILLEGAL NARCOTICS SEIZED
15	RESIDENTIAL/ COMMERCIAL SEARCHES
1	APPREHENSIONS OF VIOLENT FELONY SUSPECTS
2	COMMUNITY EVENTS

OPERATIONS DIVISION

SCHOOL RESOURCE OFFICERS

The Placentia Police Department's School Resource Officer (SRO) program originated from the Drug Abuse Resistance Education (DARE) program. In partnership with the Placentia-Yorba Linda Unified School District (PYLUSD), the Department currently has two School Resource Officers, both of which have offices located on their respective campus. One officer is assigned to El Dorado High School and another is assigned to Valencia High School. Both SROs perform the same functions as our patrol officers, however they also perform several other functions unique to the schools.

Our SROs become an integral part of their school sites and work in collaboration with school staff to keep our students safe. SROs provide school staff with training on active shooters, gangs, drugs, alcohol, tobacco, bullying and other school related concerns. SROs also make lasting connections with students by educating them on the issues they face, as well as providing mentorship, and counseling. Placentia's SROs are more than just police officers, they are an integral resource for our schools and their students.



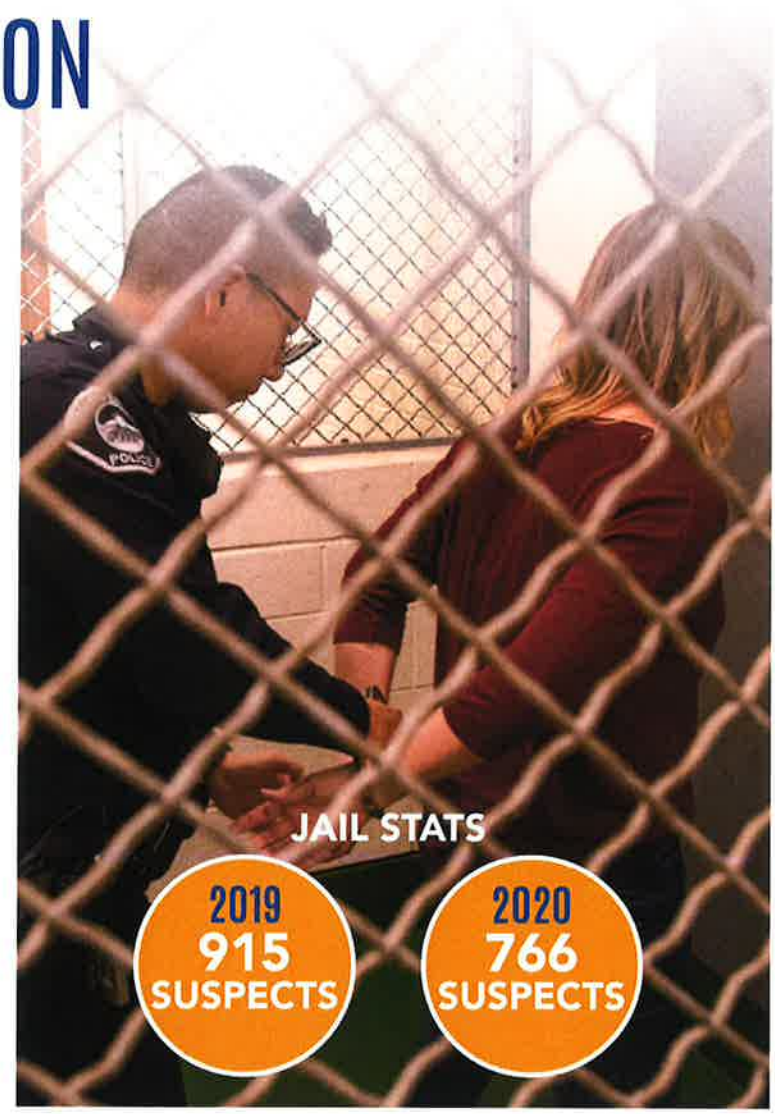
...work in collaboration with school staff to keep our students safe.

OPERATIONS DIVISION

JAIL OPERATIONS

The Placentia Police Department's Jail Facility is a Temporary Holding Facility. The jail is only certified to hold arrestees for up to 24 hours due to the classification status with the California Department of Corrections. If an arrestee stays longer than the booking process, the arrestee will receive meals every 6 hours provided by the Jailer or Watch Commander.

Arrestees are brought into the jail for general booking procedures which include processing, fingerprinting and photos. Once the booking process is complete the arrestee is then transported to the Orange County jail facility for housing. The facility has 4 holding cells that will accommodate 8 arrestees with an additional sobering cell for intoxicated subjects. The Placentia Police Department also allows for juvenile arrestees to be placed in a non-secure holding cell for up to 6 hours, which is separate from the jail. Juveniles must be released to a parent or guardian within the 6 hour limit or will be transported to a county facility for housing.





RESERVE PROGRAM

Reserve Officers assist full time officers in the enforcement of laws and in maintaining peace and order within the community. Reserve Officers usually are assigned to augment the Operations Division, but they may be assigned to other areas within the Department as needed. Reserve Officers are required to work a minimum of 16 hours per month.

OPERATIONS DIVISION

VOLUNTEERS IN POLICE

For nearly 40 years, the Volunteers in Police (VIP) have provided dedicated support to the members of the Placentia Police Department. The primary goal of the VIPs is to further the partnership between the Police and community by developing a spirit of cooperation and establishing collaborative relationships. Volunteers assist in specified duties which create efficiencies for the Department, improving our service delivery to the community. Some of the volunteer duties are reporting crime, assisting with police responsiveness, information input, performing vacation home checks, and involvement in various community outreach activities. Volunteers meet bi-monthly to coordinate events. Interested candidates must be at least 18 years old and possess a high school diploma. Commitment, dedication, and regular attendance are required in the program.

During 2019, the VIPs provided almost 2,800 hours of service to the members of the department and the community by supporting DUI checkpoints, conducting vacation house checks, assisting with front counter/records requests, and assisting during community outreach events.

Going forward, the VIP program will continue to develop a platform through community outreach events and support for our field staff through a community-policing model.



CHAPLAINS

The Placentia Police Department Chaplain Corps consists of several area ministers who are committed to serving the community and the Department through faith-based training and experience. Chaplains are called upon to provide counseling and personal support to Officers and staff members. They may be requested at any time to facilitate death notifications to citizens, help to provide comfort to crime victims, assist officers at the scenes of domestic violence calls and many other law enforcement related circumstances. Chaplains also serve the community by providing invocations and prayers at City Council meetings and other community events.

They are present at community outreach opportunities such as the National Night Out, Placentia Heritage Day and Coffee with a Cop events. Placentia Police Chaplains are active in the Orange County Chaplain Association which provides specialized training and mutual aid in the event of a major crisis anywhere in the country. Chaplains may also ride along with officers on a regular basis.

ADMINISTRATIVE DIVISION

INTRODUCTION

PLACENTIA POLICE DEPARTMENT

The Administrative/Support Services Division is one of two divisions within the Police Department and is overseen and managed by a Police Captain. Each division has one or more "Bureaus" within it that are uniquely designed to handle specific duties within the department.

The division consists of Administration, Professional Standards Bureau, Investigations Bureau, Records Bureau, Property & Evidence Bureau, and Information Technology. Administrative staff consists of the Division Captain, Administrative Lieutenant, Professional Standards Sergeant, IT Sergeant, Senior Management Analyst, and Senior Administrative Assistant to the Chief of Police. In addition, all internal affairs investigations are handled through the Division Commander's office and assigned to supervisory staff members.

Administrative staff is tasked with preparing and managing the department budget, purchasing and requisitions of equipment and supplies, personnel selection, policy and procedures, grant management, contract services, and human resources liaison. Each bureau supervisor within the division report directly to the Administrative Division Commander who is responsible for the division's daily activities and long-term strategic goals.

ADMINISTRATIVE DIVISION

PROFESSIONAL STANDARDS BUREAU

The Professional Standards Bureau is responsible for many police administrative duties. These include employee recruitment, pre-employment background investigations, new hire processing and first week orientation. This also includes the ongoing professional training that our department personnel must attend throughout their career, which can equate to thousands of hours for an individual. This training varies from complying with ever changing state mandates, to maintaining department and industry standards. Also allowing for the development of expertise in a certain field by permitting our individual sworn and civilian personnel to request training courses that are in a desired dimension. Additionally, complaints against police personnel, whether generated from an external source or internally, are thoroughly investigated through this office. Investigations of our personnel are taken seriously and are of highest importance, to make certain that we maintain a level of trust with the community we serve.

When Placentia Police Officers attend the Basic Police Academy, they are required to receive over 1,000 hours of training prior to graduation. After the academy, ongoing professional training continues throughout their careers. Peace Officers Standards and Training (POST) requires officers in this state to complete at least 24 hours of advanced officer training every 2 years. The majority of our officers exceed this minimum standard every year. During 2019, Placentia Police Officers collectively received 2,058 hours of POST training, in addition to many hours of other, non-POST training. Advanced officer training is vital and allows for our officers to remain professional and to be some of the best officers in Southern California. Some examples of the training our officers receive are, effective policing of the homeless, community relations, cultural diversity, peer support, local, state and federal law changes, proper use of force applications, pursuit driving updates, arrest and control techniques, first aid / CPR / AED, drug recognition expert (DRE), DUI investigations, de-escalation techniques and investigative techniques.

In addition to POST advanced officer training, our officers have received hundreds of hours of training through the department in range training, policy and procedure updates, and briefing training. Placentia Police Officers who are members of the North County SWAT team received approximately 200 hours of SWAT related training in 2019 and our K9 officers received approximately 360



hours of K9 related training in 2019.

Also in 2019, our officers received 8 hours of Use of Force/de-escalation training from Missy O'Lynn who is a recognized technical expert in peace officer use of force, training and tactics. Ms. O'Lynn is an attorney, former police officer, and has served as a member of the POST Use of Force committee and the California Peace Officers' Association committee where she helped to develop a model use of force policy. She also has been a member of the Los Angeles Police Department's Use of Force Training Review Committee.

Even though the COVID Pandemic caused many training courses to be shut down, Placentia Police Officers collectively received 1,642 hours of POST training, in addition to the many other hours of non-POST training during 2020. Placentia Police Officers who are members of the North County SWAT team received approximately 100 hours of SWAT related training in 2020 and our K9 officers received over 350 hours of K9 related training in 2020.

ADMINISTRATIVE DIVISION

INTERNAL AFFAIRS

The Placentia Police Department takes all complaints seriously regarding the service provided by the Department and the conduct of its members. The Department will accept and address all complaints of misconduct in accordance with policy and applicable federal, state and local law. It is also the policy of this department to ensure that the community can report misconduct without concern for reprisal or retaliation.

Each personnel complaint is classified with one of the following dispositions:

UNFOUNDED - When the investigation discloses that the alleged acts did not occur or did not involve department members. Complaints that are determined to be frivolous will fall within the classification of unfounded (Penal Code § 832.8).

EXONERATED - The investigation discloses that the alleged act occurred but that the act was justified, lawful and/or proper.

NOT SUSTAINED - The investigation discloses that there is insufficient evidence to sustain the complaint or fully exonerate the member.

SUSTAINED - A final determination by an investigating agency, commission, board, hearing officer, or arbitrator, as applicable, following an investigation and opportunity for an administrative appeal pursuant to Government Code § 3304 and Government Code § 3304.5 that the actions of an officer were found to violate law or department policy (Penal Code § 832.8).

INTERNAL - Investigations are initiated at the direction of the Chief of Police.

EXTERNAL -Investigations are complaints received by members of the community.

2019
INTERNAL AFFAIRS
8 Investigations Conducted



2020
INTERNAL AFFAIRS
8 Investigations Conducted



ADMINISTRATIVE DIVISION

INVESTIGATIONS

The Investigations Bureau is comprised of General Detectives (two Crimes-Person, two Property Crimes), one Gang Detective, one Task Force Officer (DEA), one Crime Analyst, three Civilian Investigators and one Cadet. The bureau is supervised by a Sergeant and overseen by the Administrative Division Captain.

ACTIVE – An investigation that is being conducted with a reasonable, good faith belief that it could lead to the filing of administrative, civil, or criminal proceedings, or that is ongoing and continuing and for which there is a reasonable, good faith anticipation of securing an arrest or prosecution.

INACTIVE – An investigation where there is little evidence to work with, or follow-up on, but is available to reopen if further information comes to light.

CLEARED – An offense that is cleared by arrest, or if an agency is unable to make an arrest, but have exhausted all leads and/or have done everything possible in order to clear a case, the case is cleared exceptionally.

UNFOUNDED – False or baseless complaints.

2019 STATS

113	ACTIVE	1079	INACTIVE
1447	CLEARED	45	UNFOUNDED

2020 STATS

82	ACTIVE	811	INACTIVE
445	CLEARED	27	UNFOUNDED

Includes a total of 63 cases listed as "Pending Crime Lab" (30) or "Pending DA Review" (33). Total # of cold case homicides: 13



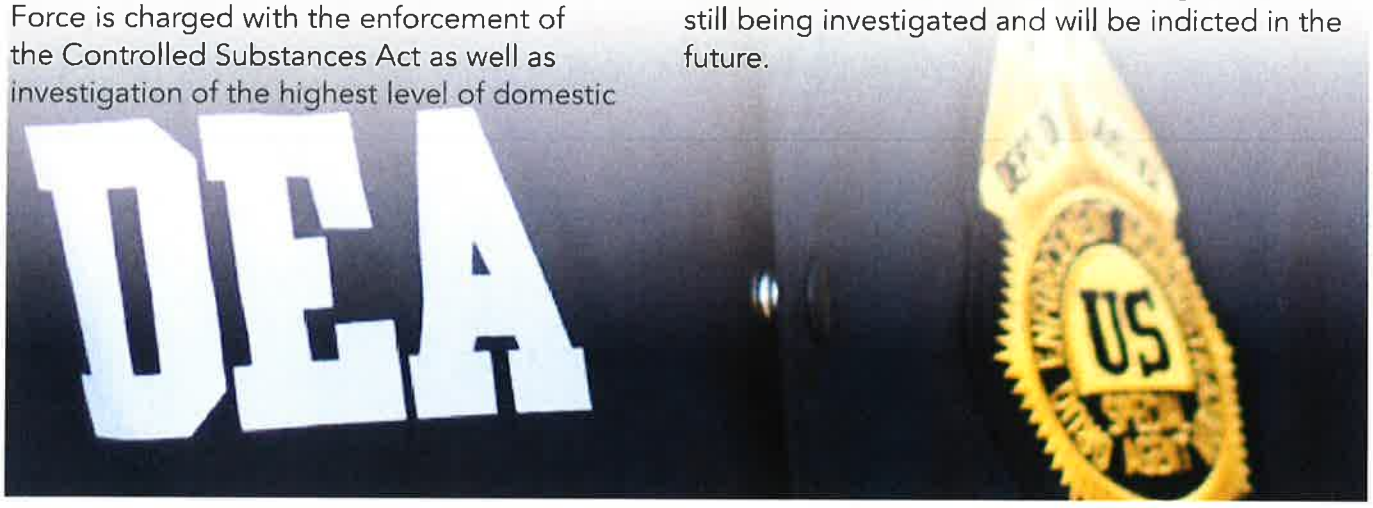
ADMINISTRATIVE DIVISION
INVESTIGATIONS: GANG UNIT

Since the incorporation of the City in 1926, three of the oldest gangs in Orange County were formed within the borders of the City of Placentia. Each of these gangs are traditional Turf Street Gangs as defined by the Street Terrorism Enforcement and Prevention Act, commonly referred to as the STEP Act under California Penal Code section 186.22. The three gangs have a tremendous negative impact on the City of Placentia. They commit a large number of reported and unreported crimes in the City and a majority of them are being committed by the younger members of the gang. This information comes from numerous investigations, arrests and information from citizens.



DEA TASK FORCE

The Placentia Police Department currently participates in a Drug Enforcement Administration (DEA) Task Force and has done so for over two decades by dedicating an officer to serve on the team. Currently, five police departments dedicate officers to the DEA Task Force. The DEA Task Force is charged with the enforcement of the Controlled Substances Act as well as investigation of the highest level of domestic and international narcotics traffickers. During the 2020 fiscal year, the DEA Task Force seized millions of dollars, over 80 kilograms of various narcotics (including cocaine, methamphetamine, heroin and fentanyl) and federally indicted ten subjects. Numerous other subjects stemming from 2020 investigations are still being investigated and will be indicted in the future.



ADMINISTRATIVE DIVISION
CRIME ANALYSIS

"Crime Analysis is defined as a set of systematic, analytical processes directed at providing timely and pertinent information relative to crime patterns and trend correlations to assist the operational and administrative personnel in planning the deployment of resources for the prevention and suppression of criminal activities, aiding the investigative process, and increasing apprehensions and the clearance of cases. Within this context, Crime Analysis supports a number of department functions including patrol deployment, special operations, and tactical units, investigations, planning and research, crime prevention, and administrative services (budgeting and program planning)." Steven Gottlieb et al., 1994, "Crime Analysis: From First Report to Final Arrest"

The Placentia Police Department's Crime Analyst engages in three types of crime analysis.

1. **Tactical Crime Analysis** – An analytical process that provides information used to assist patrol and investigative officers in identifying specific and immediate crime trends, patterns, series, sprees and hotspots, providing investigative leads, and clearing cases. Analysis includes associating criminal activity by method of crime, time, date, location, suspect, vehicle, and other types of information.

2. **Strategic Analysis** – Concerned with long-range problems and projections of long-term increase or decreases in crime (crime trends). Strategic analysis also includes the preparation of crime statistical summaries, resource acquisition, and allocation studies.

3. **Administrative Analysis** – Focuses on provision of economic, geographic, or social information to administration.

The Placentia Police Department's Crime Analyst tracks crimes that lend themselves to a series as well as those which are thought to be preventable or deterred. These crimes are: robbery, burglary (commercial, residential, vehicle, and possession of burglary tools), thefts, vehicle theft and recoveries, weapons and narcotics violations, receiving stolen property, sex crimes and vandalism.

The primary functions of the position are:

- To provide timely, accurate, information in order to maintain an accurate crime and suspect database which facilitates quality analysis; and to produce and disseminate timely publications on crime series, patterns, trends, and offenders. Thus leading to the identification, arrest and successful prosecution of criminals.
- To provide administrative support in terms of producing staff reports and working on projects involving other city departments.

In addition to acting as an internal resource for operations and administrative staff, the Crime Analyst fields telephone inquiries from the public requesting a variety of statistical information and can be reached at (714) 993-825[illegible]



ADMINISTRATIVE DIVISION

CRIME STATISTICS

2019

Total # of Part I Crimes (1,096) by Crime Classification:

0 HOMICIDE	28 ROBBERY	227 BURGLARY	104 MOTOR VEHICLE THEFT
13 RAPE	151 AGGRAVATED ASSAULT	521 THEFT/ LARCENY	2 ARSON

Total # of Part II Crimes (1,973) by Crime Classification:

53 FORGERY	39 SEX OFFENSES	1 DISORDERLY CONDUCT
112 FRAUD	353 DRUG OFFENSES	8 CURFEW
16 EMBEZZLEMENT	9 OFFENSES AGAINST FAMILY/CHILDREN	276 RUNAWAYS
33 RECEIVING STOLEN PROPERTY	102 DUI	531 ALL OTHER OFFENSES
285 VANDALISM	74 LIQUOR LAWS	
53 WEAPONS OFFENSES	17 DRUNKENNESS	

ADMINISTRATIVE DIVISION

CRIME STATISTICS

2020

Total # of Part I Crimes (1,377) by Crime Classification:

2 HOMICIDE	45 ROBBERY	319 BURGLARY	135 MOTOR VEHICLE THEFT
9 RAPE	183 AGGRAVATED ASSAULT	559 THEFT/ LARCENY	5 ARSON

Total # of Part II Crimes (1,792) by Crime Classification:

55 FORGERY	29 SEX OFFENSES	3 DISORDERLY CONDUCT
158 FRAUD	378 DRUG OFFENSES	2 CURFEW
16 EMBEZZLEMENT	6 OFFENSES AGAINST FAMILY/CHILDREN	176 RUNAWAYS
27 RECEIVING STOLEN PROPERTY	69 DUI	489 ALL OTHER OFFENSES
241 VANDALISM	34 LIQUOR LAWS	
84 WEAPONS OFFENSES	19 DRUNKENNESS	

ADMINISTRATIVE DIVISION

RECORDS BUREAU

The Placentia Police Department Records Bureau is staffed by two full-time Records Specialists, six Police Cadets, Volunteers in Police and is managed by the Senior Management Analyst. The Records Bureau performs a vital function by working closely with all members of the Police Department to ensure timely processing of reports and ensuring the service standards are met. Utilizing a sophisticated records management system, we are responsible for collecting, maintaining, and distributing all police reports and related records. Some responsibilities and duties of our records personnel consist of:

- Assist the public at the front counter
- Answer business and non-emergency phone calls
- File reports
- LiveScan (Electronic Fingerprinting)
- Background checks
- Records requests
- Non-suspect info reports
- Citation signoffs
- Vehicle release forms
- Sex, arson, and narcotic registrants
- Scan police reports into Laserfiche for records retention and accessibility
- Placing calls for service
- Process arrest reports to be electronically filed with the District Attorney's Office
- Using software such as Elete, Records Management System, Computer Aided Dispatch, and Electronic Direction for Complaint



FRONT COUNTER HOURS

Monday – Friday
8:00am-8:00pm
Saturday
8:00am-2:00pm
Sunday
Closed

ADMINISTRATIVE DIVISION

PROPERTY & EVIDENCE DIVISON



The Property & Evidence Division is staffed by a Police Services Supervisor and one full-time Property Technician, and is managed by the Senior Management Analyst. Property personnel are tasked with the proper handling, storage, transportation, release and/or disposal of all items seized by the Placentia Police Department. Property assists the courts by providing copies of case documents, audio and video, surveillance, interviews, photographs, 911 dispatch tapes and physical evidence as requested. Some evidentiary items handled by this division include firearms, narcotics, currency, sexual assault kits, DNA swabs, blood/urine samples, photographs, audio, video and much more.

The primary goal of this division is to store and dispose of evidentiary items in accordance to the law and directions of the court. Our Property personnel are responsible to safeguarding all evidence until the case has been completed and adjudicated.

EVIDENTIARY ITEMS HANDLED BY PROPERTY AND EVIDENCE DIVISION

2019	2020
2,422 ITEMS RECEIVED	4,769 ITEMS RECEIVED
2,938 ITEMS PURGED	6,583 ITEMS PURGED

ADMINISTRATIVE DIVISION

DEPARTMENT BUDGET & ADMINISTRATIVE SERVICES UNIT

The Department's Budget & Administrative Services Unit is responsible for a multitude of fiscally minded functions. The primary being the preparation and daily oversight of our department's annual budget. This sets the fiscal direction for our department and establishes goals and objectives for each division to work within. Additional duties include creating and maintaining contracts with outside service providers, fleet services, false alarm management, grant overview and agency surveys/analysis when needed.

...responsible for a multitude of fiscally minded functions, primarily the department's annual budget.



ATTACHMENT 1

ANCILLARY ASSIGNMENTS

NORTH COUNTY SWAT

The North County Special Weapons and Tactics (SWAT) was incorporated in 2001 and is comprised of individual agency SWAT teams, Crisis Negotiation teams and Tactical Dispatchers. Along with Placentia, other assigned agencies include Brea, California State University-Fullerton, Fullerton, La Habra, and La Palma Police Departments. The team provides support in critical field operations where negotiations or special tactical deployment methods are required. Placentia's allocation commitment to the team is six officers, two sergeants, two crisis negotiators and two tactical dispatchers.

The SWAT team supplies specialized support in handling critical field operations where intense negotiations and/or special tactical deployment methods exceed the capacity of field officers. Though the team is part time, each member is on-call 24/7. They train on a monthly basis, conducting over 180 hours of specialized training per year.

The selection process includes a memorandum of interest, scoring above 90% on the SWAT firearms qualification, completing the SWAT obstacle course under the strict time limit and completing an oral interview with the Team Commander and Team Leaders. Once selected, Officers must pass the obstacle course twice a year and a quarterly weapons qualification. This detail takes a tremendous amount of commitment and a high level of firearms proficiency and physical fitness.

2019 SWAT ACTIVITY

7	CRITICAL INCIDENTS
17	COMMUNITY EVENTS

2020 SWAT ACTIVITY

16	CRITICAL INCIDENTS
1	COMMUNITY EVENTS



ANCILLARY ASSIGNMENTS

HOMELESS LIAISON OFFICER (HLO)

The Homeless Liaison Officer program is assigned within Patrol. HLOs attend meetings with collaborative groups, Placentia Police Administration, Placentia City Staff, City Council members, and outside law enforcement agencies. Their goal is to place homeless individuals in designated shelters, providing wraparound services for permanent housing and to address community homelessness concerns. HLOs stay up to date on current laws and work to navigate this difficult issue by knowing what kind of resources are available to our homeless population. PPD has two HLOs who are specially trained to deal with homeless related issues.

CALLS FOR SERVICE AND OFFICER INITIATED ACTIVITIES INVOLVING OUR HOMELESS POPULATION

2019

849
CITIZEN INITIATED

683
OFFICER INITIATED

2020

1077
CITIZEN INITIATED

1070
OFFICER INITIATED



ANCILLARY ASSIGNMENTS

CRIME SCENE INVESTIGATION (CSI)

Placentia Police Department's Crime Scene Investigation (CSI) Unit is staffed by the Property Police Services Supervisor and the Property Technician. All CSI Technicians are certified Field Evidence Technicians that respond to crime scenes and assist Patrol and Detectives in their investigations. Our CSI Technicians are on call 24/7. While out at crime scenes, our CSI Technicians photograph, document the scene and collect evidence. Our CSI Technicians are trained to process items from DNA and/or fingerprints as needed. They also process in house evidence previously collected by officers. In 2019, CSI Technicians responded to approximately 52 crime scenes. These crime scenes include but are not limited to homicides, robberies, burglaries, fatal traffic collisions, stabbings, shooting, search warrants and assaults.

2019 CSI ACTIVITY

52
CRIME SCENES

2020 CSI ACTIVITY

39
CRIME SCENES

Minor CSI conducted by Police Officers and PSOs not included in the above activities.



ANCILLARY ASSIGNMENTS

PUBLIC INFORMATION OFFICER (PIO)

The main job of the Public Information Officer (PIO) at the department is to act as a formal liaison and spokesperson for the Department when interacting with the general public via the media. This includes writing and disseminating press releases, conducting media interviews, monitoring and implementing social media campaigns, and acting as an intermediary between PPD and media groups.

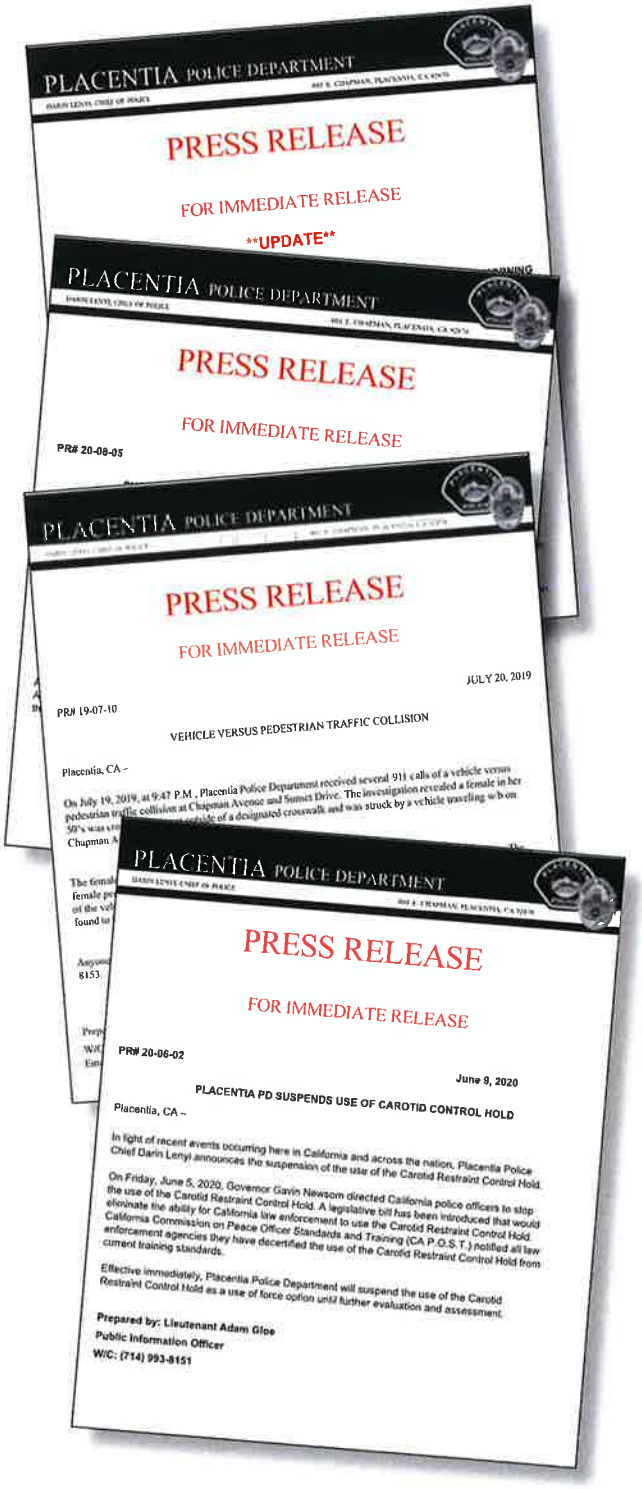
PPD has three PIOs. These PIOs receive special training to assist in communicating with the press corps and to navigate laws pertaining to the release of information to the public.

2019 PR ACTIVITY

16 **PRESS RELEASES DISSEMINATED**

2020 PR ACTIVITY

8 **PRESS RELEASES DISSEMINATED**



PLACENTIA POLICE DEPARTMENT

PRESS RELEASE

FOR IMMEDIATE RELEASE

UPDATE

PR# 20-08-05

PLACENTIA POLICE DEPARTMENT

PRESS RELEASE

FOR IMMEDIATE RELEASE

PR# 19-07-10

JULY 20, 2019

VEHICLE VERSUS PEDESTRIAN TRAFFIC COLLISION

Placentia, CA –

PLACENTIA POLICE DEPARTMENT

PRESS RELEASE

FOR IMMEDIATE RELEASE

PR# 20-06-02

June 9, 2020

PLACENTIA PD SUSPENDS USE OF CAROTID CONTROL HOLD

Placentia, CA –

In light of recent events occurring here in California and across the nation, Placentia Police Chief Darin Lenyl announces the suspension of the use of the Carotid Restraint Control Hold.

On Friday, June 5, 2020, Governor Gavin Newsom directed California police officers to stop the use of the Carotid Restraint Control Hold. A legislative bill has been introduced that would eliminate the ability for California law enforcement to use the Carotid Restraint Control Hold. California Commission on Peace Officer Standards and Training (CA P.O.S.T.) notified all law enforcement agencies they have decertified the use of the Carotid Restraint Control Hold from current training standards.

Effective immediately, Placentia Police Department will suspend the use of the Carotid Restraint Control Hold as a use of force option until further evaluation and assessment.

Prepared by: Lieutenant Adam Glee
Public Information Officer
W/C: (714) 993-8151



ANCILLARY ASSIGNMENTS

HONOR GUARD

The Placentia Police Department's Honor Guard was founded in 2012 and has since grown into a multifaceted detail. It is currently made up of one Sergeant and seven team members. The immediate duty of the detail is to render final honors to fallen officers and their families. They comfort family members, reassuring them that their loved one is remembered. These final honors give family and friends the opportunity to reflect on the time their loved one spent in service to their community, with the hopes of bringing them closure. Our Honor Guard Detail is a specially trained, decorated and highly disciplined unit that not only serves at funeral services but may also serve as the "guardians of the colors" by displaying and escorting the national flag on ceremonial occasions. These instances include state functions such as the Peace Officer's Memorial services, Veteran's Day services, as well as promotional and award ceremonies. The Honor Guard Detail prides itself on providing its services with the utmost respect, decorum and humility.

HONOR GUARD ACTIVITY

2019 COMMUNITY EVENTS

1. Golden West Academy Class 160 Graduation
2. Police & Fire Recognition Breakfast
3. Two Promotion/Badge Pinning Ceremonies
4. Peace Officers Memorial & Candlelight Vigil
5. Memorial Day Ceremony
6. K9 Falkon's Memorial Wall Ceremony
7. Proclamation of Police Week
8. CHP Funeral
9. Annual Remembrance Ceremony for Fallen Palm Springs Police Officers
10. Veteran's Day Ceremony

2020 COMMUNITY EVENTS

Due to COVID, the only event the Honor Guard participated in was the opening ceremony of the City's new Veteran's Village.

ANCILLARY ASSIGNMENTS

SOCIAL MEDIA

The Social Media Team's main goal is to improve communication and public relations with the community in which we serve. The Department uses social media platforms for external purposes including community engagement and public notifications, and internal purposes, including investigations and recruitment. Enhanced communication, facilitated by social media engagement, leads to greater community cooperation and understanding.

HERE ARE THE TOP THREE POSTS FOR 2019 –2020

1 TATTOO POLICY

- 139.5K People Reached
- 139 Comments
- 631 Shares
- 1.3K Reactions

2 MAIL FISHING

- 110.1K People Reached
- 216 Comments
- 926 Shares
- 750 Reactions

3 OFF-DUTY LEO DEATH

- 75.4K People Reached
- 570 Comments
- 482 Shares
- 1.7K Reactions

2019	FACEBOOK	INSTAGRAM	TOTAL
JAN	20	9	29
FEB	14	5	19
MAR	28	21	49
APR	59	34	93
MAY	49	32	81
JUN	38	22	60
JUL	28	13	41
AUG	49	29	78
SEP	43	13	56
OCT	38	20	58
NOV	23	11	34
DEC	24	12	36
TOTAL:	413	221	634

2020	FACEBOOK	INSTAGRAM	TOTAL
JAN	23	9	33
FEB	17	10	27
MAR	26	20	46
APR	36	16	54
MAY	42	16	58
JUN	31	15	46
JUL	13	6	19
AUG	15	6	21
SEP	36	17	53
OCT	38	13	51
NOV	26	14	40
DEC	22	9	31
TOTAL:	325	151	476

ANCILLARY ASSIGNMENTS

RANGE TRAINING UNIT

The Range Training Unit consists of one Range Master and four Firearms Instructors. The unit trains and mentors all sworn PPD Officers in the use, functionality, and decision-making processes involving various assigned weapons. The unit conducts bi-monthly live-fire qualification and simunition exercises. They also serve as active shooter instructors.

This unit was recently tasked with increasing de-escalation tactics within the existing training. All officers receive de-escalation training in other types of training as well.

PLACENTIA POLICE DEPARTMENT MEDAL QUALIFICATION COURSE

INTENT: Test marksmanship/accuracy at varying distances and times.

WEAPONS	EQUIPMENT	TARGETS	DISTANCES
Duty handguns	Duty belt and equipment for current assignment	(1) B-27F target per shooter	20, 16, 13, 7, and 3 yards



REMEDIATION: Only one attempt is allowed to successfully complete this course for medal qualification, incentive pay and / or POST qualification. Those who fail to qualify with a minimum score of 510 or better will be directed to shoot the designated Pistol Duty Course for qualification. Only two (2) attempts will be allowed to qualify on the Pistol Duty Course. Placentia Police Department Policy, Section 312.6.1, will be followed for those who fail to qualify.

SCORE:

Possible Points	600	
Distinguished Expert	570-600	95-100%
Expert	540-569	90-94%
Qualified	510-539	85-89%

COURSE DESCRIPTION:

20 yard line – 15 rounds – 1 minute 30 seconds
On command, shooter draws from their holster and fires (10) rounds standing and (5) rounds sitting or kneeling.

16 yard line – 14 rounds – 30 seconds
On command, shooter draws from their holster and fires (7) rounds standing and (7) rounds kneeling.

13 yard line – 7 rounds – 12 seconds
On command, shooter draws from their holster and fires (7) rounds standing.

7 yard line – 10 rounds – 15 seconds
On command, shooter draws from their holster and fires (10) rounds standing.

3 yard line – 14 rounds – 20 seconds
On command, shooter draws from their holster and fires (7) rounds strong hand and (7) rounds weak hand; standing.

ANCILLARY ASSIGNMENTS

PEER SUPPORT

The Placentia Police Department Peer Support Team (PST) provides assistance, support, and resources to employees and direct family members during difficult times in their personal or professional lives. Peer support members provide ongoing follow-up support, promote trust, allow anonymity, and preserve confidentiality for persons using peer support within the guidelines of the program. The program attends meetings with the Orange County Association of Peer Supporters (OCAPS) in order to provide a mechanism of support and resources to personnel on approved leave, and act as a liaison for retired personnel requesting PST services.



TERRORISM LIAISON OFFICER (TLO)

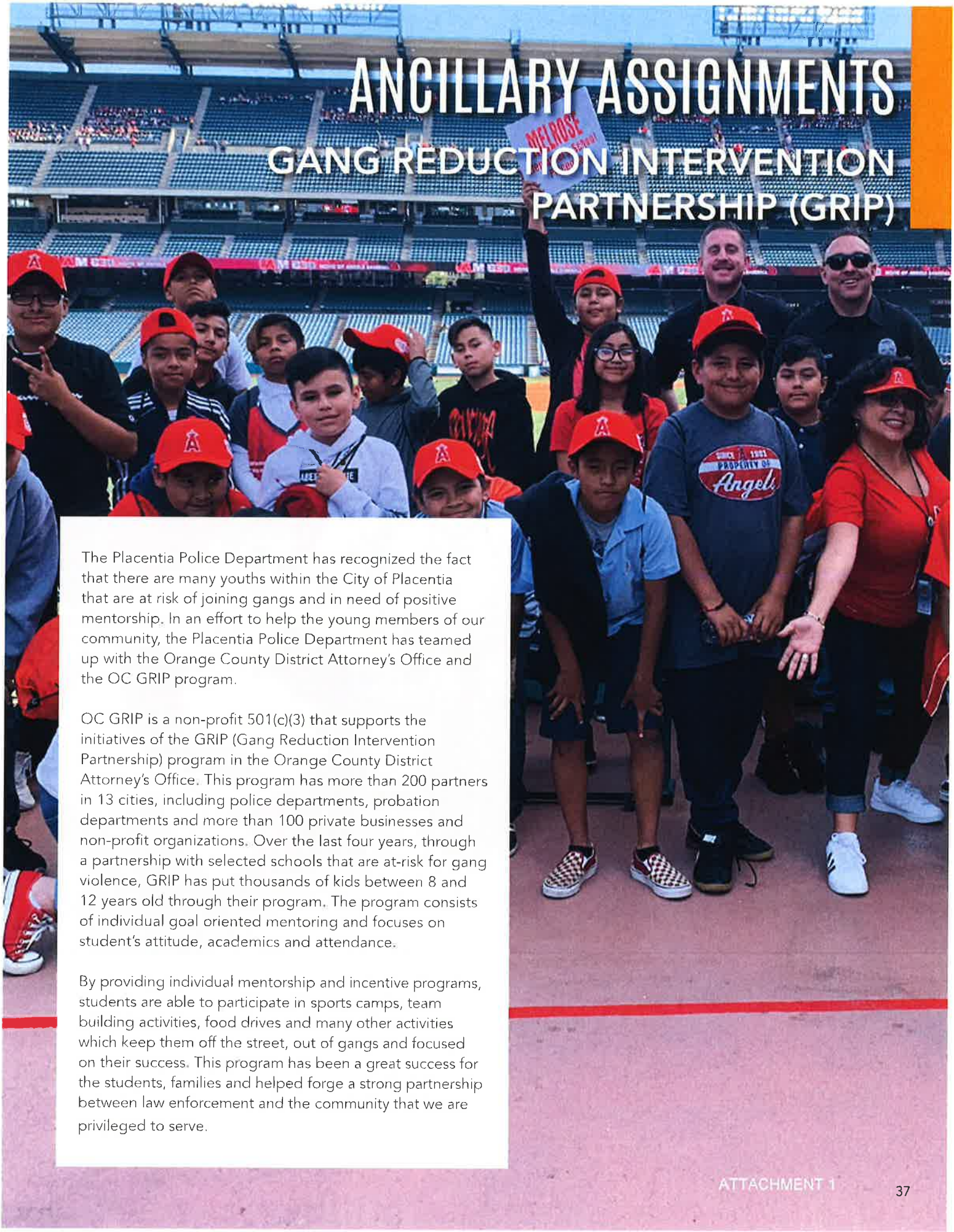


Terrorism Liaison Officers (TLO) are specifically trained to be a point of contact in matters related to terrorism and they maintain a relationship with the local fusion center. They receive and disseminate terrorism-related information. They also educate other agency personnel about suspicious activity, enhancing situational awareness, early warning, and operational readiness.

Orange County
Intelligence Assessment Center

ANCILLARY ASSIGNMENTS

GANG REDUCTION INTERVENTION PARTNERSHIP (GRIP)



The Placentia Police Department has recognized the fact that there are many youths within the City of Placentia that are at risk of joining gangs and in need of positive mentorship. In an effort to help the young members of our community, the Placentia Police Department has teamed up with the Orange County District Attorney's Office and the OC GRIP program.

OC GRIP is a non-profit 501(c)(3) that supports the initiatives of the GRIP (Gang Reduction Intervention Partnership) program in the Orange County District Attorney's Office. This program has more than 200 partners in 13 cities, including police departments, probation departments and more than 100 private businesses and non-profit organizations. Over the last four years, through a partnership with selected schools that are at-risk for gang violence, GRIP has put thousands of kids between 8 and 12 years old through their program. The program consists of individual goal oriented mentoring and focuses on student's attitude, academics and attendance.

By providing individual mentorship and incentive programs, students are able to participate in sports camps, team building activities, food drives and many other activities which keep them off the street, out of gangs and focused on their success. This program has been a great success for the students, families and helped forge a strong partnership between law enforcement and the community that we are privileged to serve.

ANCILLARY ASSIGNMENTS

EXPLORERS

The Placentia Police Explorer Post has been active since 1982. The program involves youth from 14 to 21 years old, and currently has 11 registered Explorers. In 2019, they volunteered approximately 200 hours of their time to different events held throughout the city and county. These events range from simple training sessions to large scale city events that require the coordination of hundreds of law enforcement Explorers from all over the county. As the Explorer Post grows, the responsibilities of the Explorers grow too. In 2019, we successfully promoted three Explorers to leadership positions and within these roles they assist the program advisors with day to day activities allowing further growth of the program. Many members of our department were once explorers, including the Chief of Police.



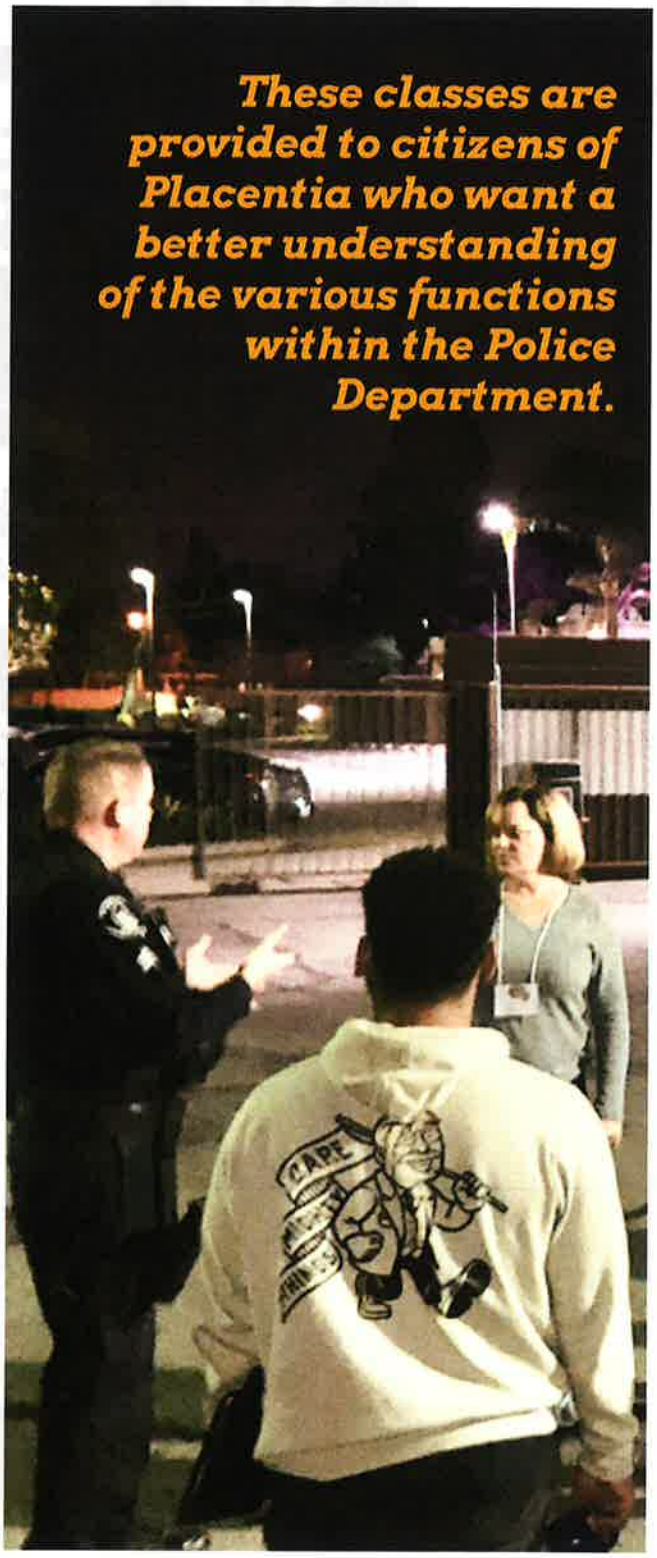
EVENTS

CITIZEN'S ACADEMY

The Placentia Police Citizen's Academy meets once per week for a total of ten weeks. These classes are provided to citizens of Placentia who want a better understanding of the various functions within the Police Department. Citizen students get hands on training provided by Placentia Police Officers and Professional Staff. Classes include a department overview of job classification and function, basic requirements for police officers, introductions to the Traffic Division, K9 Unit and demonstration, Detective assignments and functions, Swat, and various community policing efforts. Our students range from retirees, business owners or individuals who are interested in law enforcement and public safety services. Upon the completion of the ten week course there is a graduation ceremony where students receive a plaque. We are currently completing Class #6 and we generally administer two classes per year. In the future, we plan on hosting an all-Spanish speaking Citizen's Academy.







EVENTS

PINK PATCH/AUTISM PATCH

October is Breast Cancer Awareness Month. It is safe to say that almost every employee knows someone courageously undergoing cancer treatment or is undergoing a fight against cancer themselves. As a team, we support those who've been diagnosed with this life-altering illness, and sadly, those we've even had to lay to rest whose lives were taken too soon. Lives may be lost, but cancer never wins.

The Pink Patch Project is an innovative public awareness campaign designed to bring attention to the fight against breast cancer and to support breast cancer research organizations in combating this devastating disease. Hundreds of agencies have partnered together to combat breast cancer by raising public awareness about the importance of early detection in the fight against the disease and to raise funds for breast cancer research and treatment. The program centers on pink versions of our uniform shoulder patch and this year, focuses on Placentia being the "All America City." Although not required, officers are encouraged to participate during the month of October and switch out the patches on their patrol uniforms.





April is Autism Awareness Month. Autism spectrum disorder (ASD) is a developmental disorder that can cause significant social, communication and behavioral challenges. There is often nothing about how people with ASD look that sets them apart from other people, but people with ASD may communicate, interact, behave, and learn in ways that are different from most other people. The learning, thinking, and problem-solving abilities of people with ASD can range from gifted to severely challenged. Some people with ASD need a lot of help in their daily lives; others need less.

The Autism Awareness Project is aimed at raising public attention to develop an understanding of the condition, acceptance, and appreciation of difference in others.

Autism affects an estimated 1 in 59 children in the United States today. The puzzle pattern reflects the complexity of the autism spectrum. The different colors and shapes represent the diversity of the people and families living with the condition.

The Placentia Police Department would like to honor those with autism, along with the families, teachers, therapists, doctors and health care providers, who dedicate themselves daily to help those with their unique challenges.



EVENTS

TIP-A-COP

Tip-A-Cop is one of the many fundraising programs for the Special Olympics. The Placentia Police Department, along with the law enforcement community in general, has a longstanding relationship with the Special Olympics. Police Departments collaborate with area restaurants to hold Special Olympics fundraisers on specific dates, hosted by one or more restaurants. Officers and Special Olympics athletes meet and greet customers, help the restaurant staff with delivering the food orders and participants enjoy the positive interaction with the public.

...one hundred percent of which will go to the Special Olympics program.

Customers are encouraged to "tip a cop" for their service in the form of a tax-deductible donation, one hundred percent of which will go to the Special Olympics program. The Placentia Police Department sets up a static display, including the K-9 Unit, Motor Officers, and Police cars. This is a great opportunity where the community can enjoy great food, interaction with Placentia Officers and Special Olympics athletes, and at the same time, support a great cause. The Placentia Police Department is honored to participate in promoting Special Olympics. PPD is proud to have raised thousands of dollars in the past few years for this special cause.



EVENTS

SPECIAL OLYMPICS TORCH RUN



The Law Enforcement Torch Run is an annual campaign to benefit the Special Olympics. It began in 1981 and since has grown to be the largest fundraising movement for the Special Olympics. The Torch Run consists of scheduled running relay events, usually held in conjunction and coordination with Special Olympics functions, such as the Special Olympics Summer and Winter Games.

The event is run by Police Officers, Sheriff's Deputies, Correction Officers, Support Staff, Police Volunteers and other law enforcement professionals from around the world. Around 97,000 Police professionals in over 45 countries participate in this worldwide effort to raise money and awareness for Special Olympics. Participants in the LETR help spread the word about the benefits of Special Olympics and how the programs help to support the brave and inspirational athletes of these programs. The PPD's route goes by Tuffree Middle School, George Key Elementary and Golden Elementary, and are cheered on by staff and students.



THIS ANNUAL REPORT IS DEDICATED TO HOMICIDE VICTIMS

Audrey and Sarah

04/17/2011 - 10/07/2020



PLACENTIA
POLICE DEPARTMENT

401 E. Chapman Avenue Placentia CA 92870 | (714) 993-8200

Placentia City Council
AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF COMMUNITY SERVICES

DATE: JULY 6, 2021

SUBJECT: **APPROVAL OF THE DESIGN CONCEPT PLAN FOR THE PARQUE DEL ARROYO VERDE RENOVATION CIP PROJECT NO. 7001 & 7902**

FISCAL IMPACT:

BUDGETED:	$1,627,239.80	
	$1,140,000.00	FY20-21 Rollover 637001-6185
	$ 30,000.00	FY20-21 Rollover 797001-6185
	$ 97,239.80	FY20-21 Rollover 107902-6185
	$ 360,000.00	FY20-21 Rollover 637902-6185
EXPENSE:	$1,598,623.55	CIP FUND

SUMMARY:

On September 12, 2019, the City issued and publicly advertised a Request for Proposal ("RFP") for professional landscape architecture design services for the Parque Del Arroyo Verde Renovation Project No. 7902 (the "Project"). This proposed Project will provide new playground equipment and expanded play areas, new park furnishings and security lighting, shade structures for play, and picnic areas. It will also remove and replace broken concrete sidewalk panels and provide Americans with Disabilities Act (ADA) accessibility improvements to ensure the park and playgrounds are fully accessible and provide minor cosmetic improvements to the restroom building.

Staff received eight (8) proposals, and after a thorough review selected David Volz Design ("DVD"), based upon their response to the requirements of the RFP, their qualifications, and their experience in designing park and playground improvements. Delays in the project timeline were unavoidable due the COVID-19 pandemic. The contract term was extended through December 31, 2021 by City Council approval at the December 15, 2020 meeting.

The agreement with DVD was to provide the City with engineered construction plans, technical specifications, and cost estimates in addition to construction support services. DVD was to prepare park renovation conceptual plans based on Staff and Council's input for review and consideration by the City's Parks, Arts, and Recreation Commission (PARC).

The PARC Commission reviewed and approved the proposed park concept design at the June 22, 2021 meeting. The recommended actions will provide direction to Staff on the proposed park concept design. Should the City Council approve the design concept, Staff will move forward with advertising, bidding, and constructing the project.

3.b.
July 6, 2021

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Provide Staff with input to incorporate into the design plan for the renovation of Parque del Arroyo Verde; and

2. Approve the design concept plan for the Parque del Arroyo Verde renovation project.

DISCUSSION:

The City Council budgeted a combination of Measure U Funds as well as park and recreation development impact fees and developer fees to renovate Parque del Arroyo Verde in the Fiscal Year 2019-20 Capital Improvement Program. The general scope of work proposed for this Project included: replacement of existing playground equipment, expanded playground space, shade canopies and new park furnishings, new park security lighting, turf, landscaping and irrigation improvements, ADA compliance for ingress/egress, and removal and replacement of damaged sidewalk panels.

Staff publicly advertised a notice inviting proposals for professional landscape architecture design services for this project and on October 10, 2019, the City received a total of eight (8) proposals from well-qualified landscape architecture firms. The Proposal Review Committee consisted of the Director of Public Works, the Director of Community Services, and the Community Services Supervisor. The proposals were reviewed and scored based on the scoring criteria outlined in the request for proposals.

David Volz Design ("DVD") ranked first based upon their experience and expertise with similar projects and understanding of the work scope and approach of the City's proposed project. The contract scope of work to be provided by DVD included engineering design for all civil improvements and electrical improvements, and landscape architecture services for the playground and landscape/irrigation improvements. In addition, DVD was to prepare conceptual park renovation plans for presentation at a public meeting of the PARC for its consideration and input. Following the PARC Commission meeting, Staff anticipated presenting the proposed park concept design plan to the City Council in fall 2020.

Due to delays related to the COVID-19 pandemic, it was necessary to extend the contract term through December 31, 2021 to provide DVD with ample time to finalize the concept design, gain feedback from the PARC Commission, and present the item to the City Council.

In addition to the unforeseen delays in the project, there was also design rendering changes that were necessary to achieve the desired outcome of a unique play experience such as utilizing themed amenities to match the overall look of the whole park, a bocce ball court, and shade structure. DVD, Mayor Pro Tem Wanke, and Staff worked collaboratively on several design options to meet this goal. Arroyo Verde is located in City Council District Four (4); therefore, Mayor Pro Tem Wanke was part of the planning process and represented the residents of District Four

(4). The PARC Commission reviewed and approved the design concept plans for the renovation of Arroyo Verde at the June 22, 2021 meeting.

The new design concept plan expands the originally proposed improvements and now includes several play lots, a new walkway layout, picnic pavilion, bocce ball courts, zip line, climbing rocks, disc swing, new barbeque grills, water fountains, benches, walkway/parking lot improvements and many other enhancements. The proposed improvements are an expansion of the scope of services requested at the inception of the project in 2019. The expansion of the design concept has several components that are now conceptualized to be larger and more complex. For example, the three-play space layout expanded the park core design and added additional park amenities.

Furthermore, the expanded design concept, which incorporates "natural adventure" elements, aligns with the City Council approved Placentia Park Initiative ("PPI"), to enhance play experiences throughout the City's parks system, by creating unique "themed" playgrounds that are all different

Based upon their review of the Arroyo Verde renovation renderings, the PARC Commission recommends that the City Council approve the design concept plan submitted by DVD. Should the City Council approve the design concept, Staff will move forward with advertising, bidding, and constructing the project.

FISCAL IMPACT:

The City Council budgeted a combination of Measure U Funds as well as park and recreation development impact fees and developer fees to renovate Parque del Arroyo Verde in the Fiscal Year 2019-20 Capital Improvement Program ("CIP"). The CIP project funding will be carried over into Fiscal Year 2021-22 for the completion of the project. The current available budget for the project is $1,627,239.80. The total project cost is $1,598,623.55. Therefore, sufficient funds exist in the CIP budget to finalize the project.

Prepared by:

Veronica Ortiz
Community Services Supervisor

Reviewed and approved by:

Karen Crocker
Director of Community Services

Reviewed and approved by:

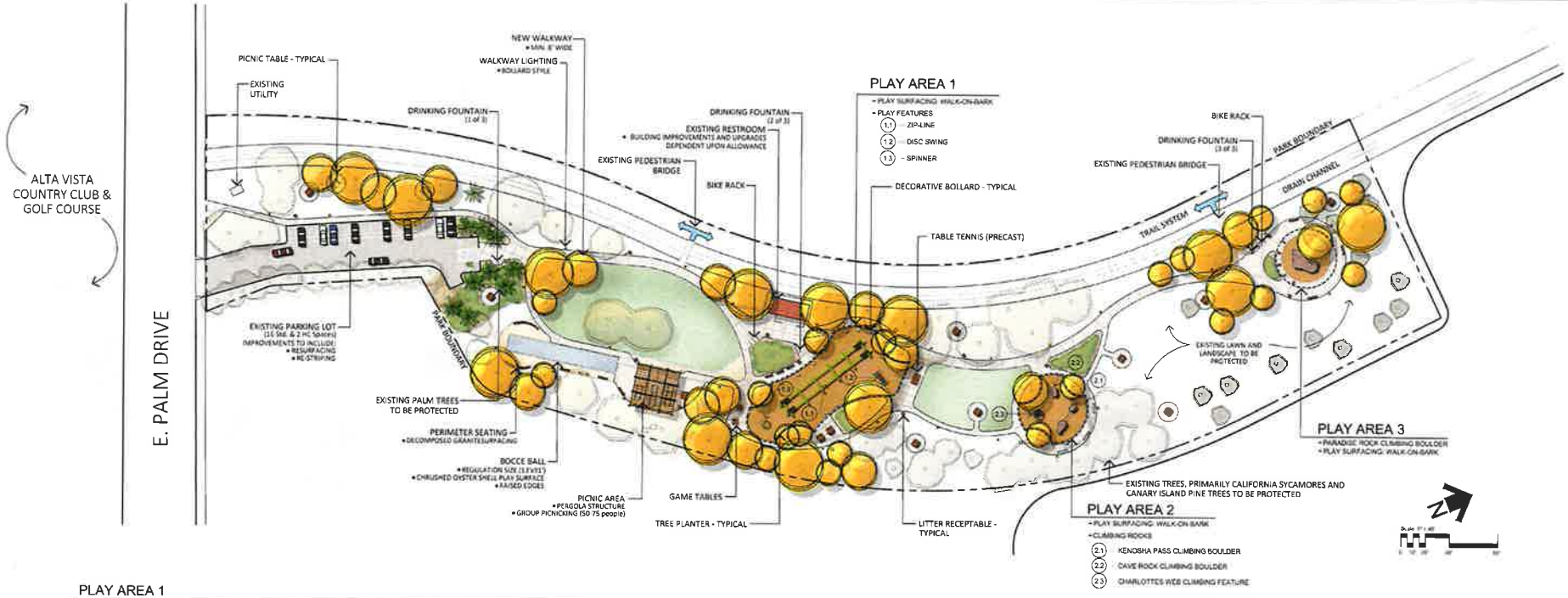
Jessica Brown
Director of Finance

Reviewed and approved by:

Damien R. Arrula
City Administrator

Attachments:

1. Parque del Arroyo Verde Design Concept Renderings
2. Parque del Arroyo Verde Power Point Presentation



PLAY AREA 1

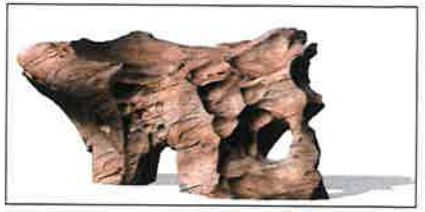


1.1 ZIP-LINE
PLAYCRAFT SYSTEMS

1.2 DISC SWING
PLAYCRAFT SYSTEMS

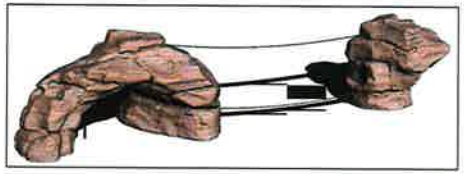
1.3 SUPERNOVA SPINNER
KOMPAN

PLAY AREA 3

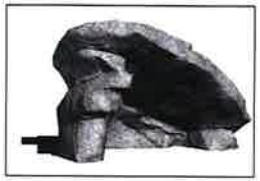


PARADISE ROCK
ID SCULPTURE

PLAY AREA 2



KENOSHA PASS
ID SCULPTURE



CAVE ROCK
ID SCULPTURE



CHARLOTTE'S WEB
ID SCULPTURE

PARK PLAN

PARQUE DEL ARROYO VERDE

CITY OF PLACENTIA

MAY 5, 2021

ATTACHMENT 1

City of Placentia

Parque del Arroyo Verde Concept Plan

July 6, 2021

ATTACHMENT 2

Parque del Arroyo Verde - Background

- Site for park was purchased in 1966, construction of parking lot completed in 1966
- Construction of rest of park began in 1969
- The park had ponds and a circulation stream
- Last renovation was in the late 1980's eliminating the stream/ponds, adding turf and walkways
- The playground/restrooms were renovated in early 2000's to meet ADA and safety regulations
- The parking lot walkways /lighting were also renovated in 2000s for improved access and security
- In Spanish the parks name means "Green Stream" or "Greenbook Park"

Project Goals

- The renovation of the park will meet the goals of the Park Initiative which was adopted on May 18, 2021
- Create an "adventured themed playground"
- Create new amenities to the park such as Bocee Ball court, table tennis, pergola, picnic tables, benches, water fountains and BBQ's
- Create a unique play experience, which will include zip line, disc swings, spinner, climbing boulders with ropes, cave rocks and game tables
- Replace cracked walkways to include bollard style pathway lights

Current Park Photos

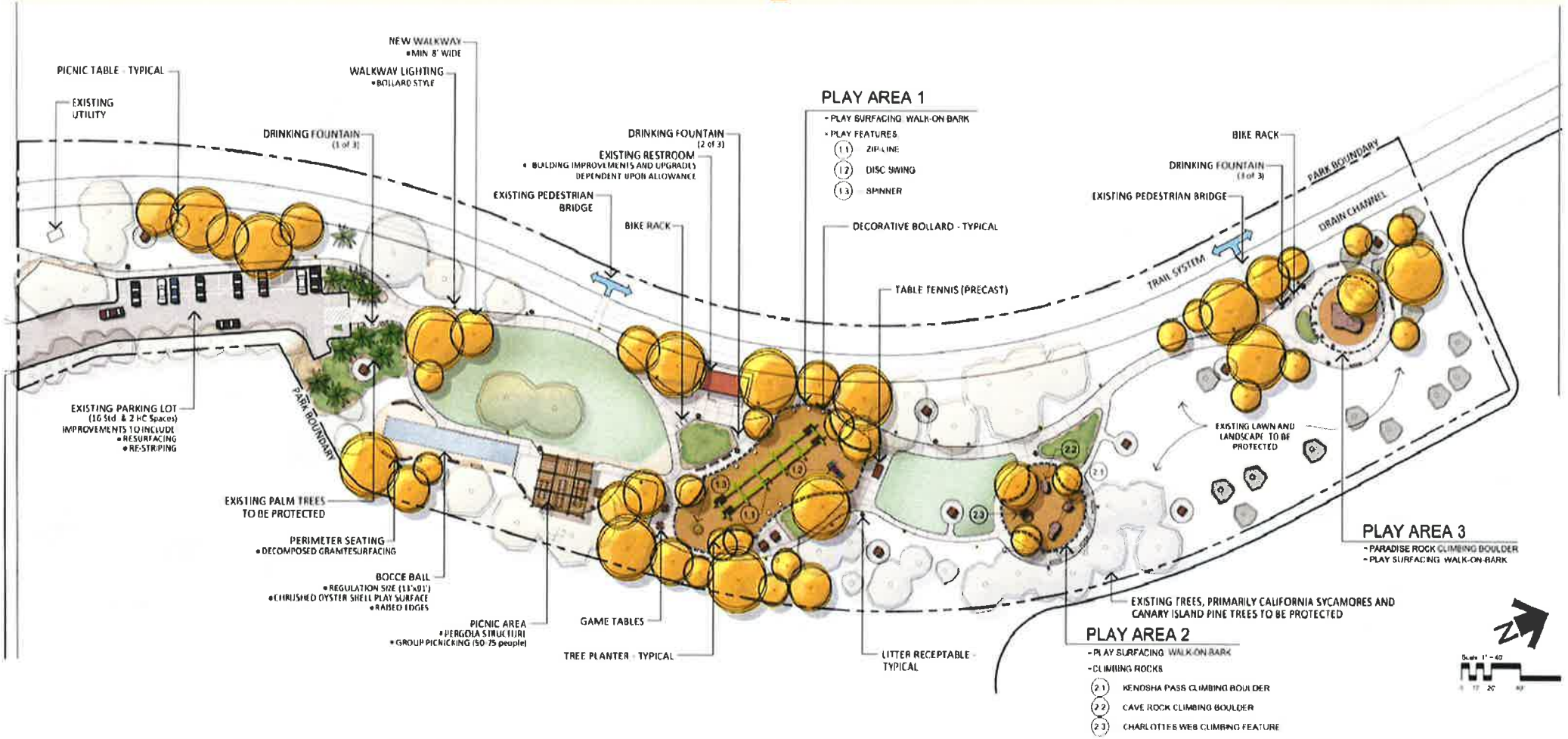






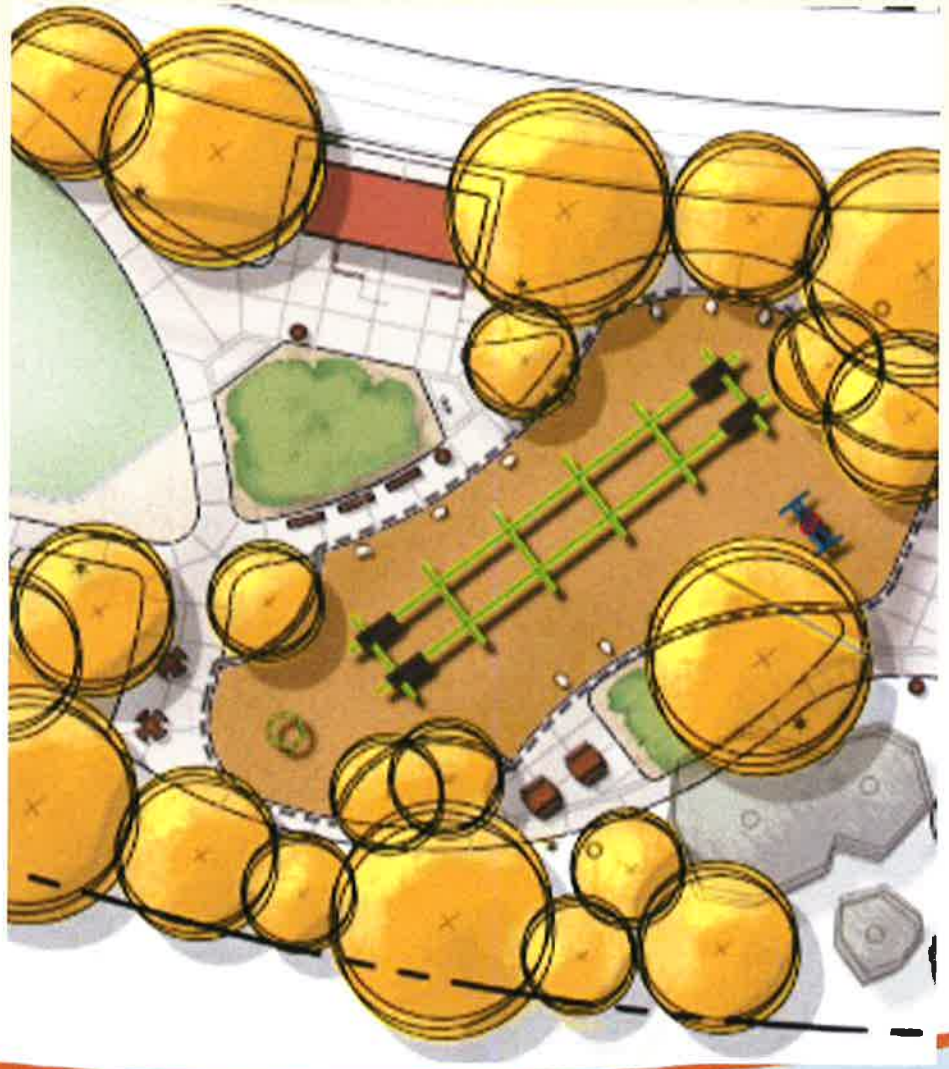
ATTACHMENT 2

Concept Plan



ATTACHMENT 2

Play Area 1



Play Area 1

PLAY AREA 1

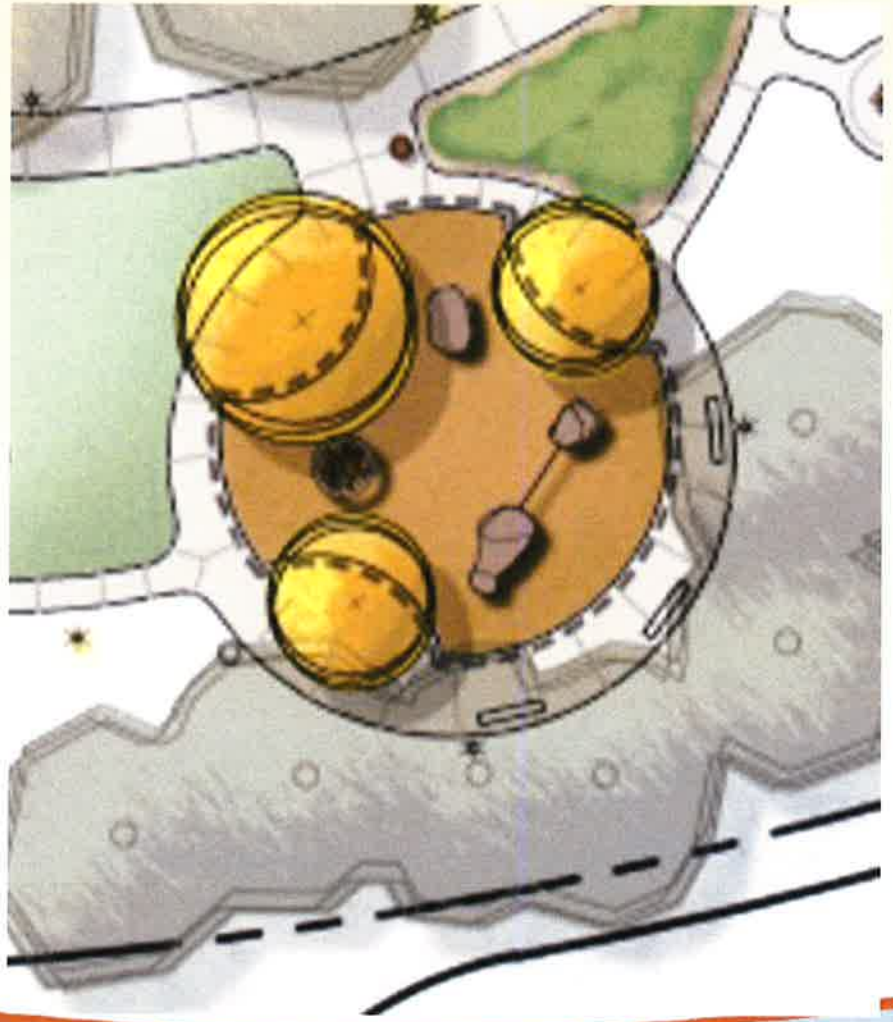


(11) ZIP-LINE
PLAYCRAFT SYSTEMS

(12) DISC SWING
PLAYCRAFT SYSTEMS

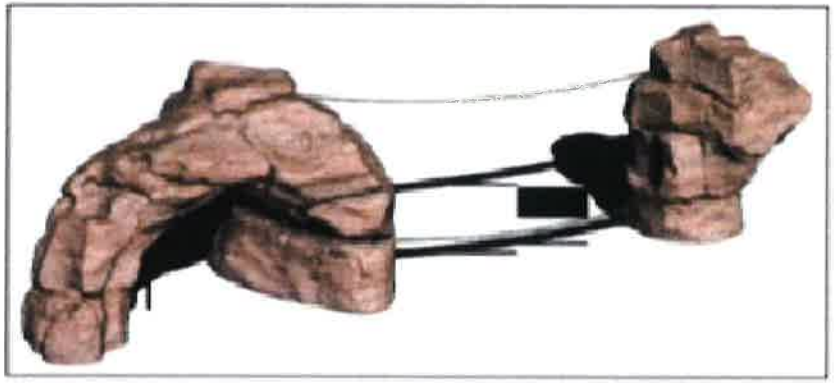
(13) SUPERNOVA SPINNER
KOMPAN

Play Area 2



Play Area 2

PLAY AREA 2



KENOSHA PASS

ID SCULPTURE



CAVE ROCK

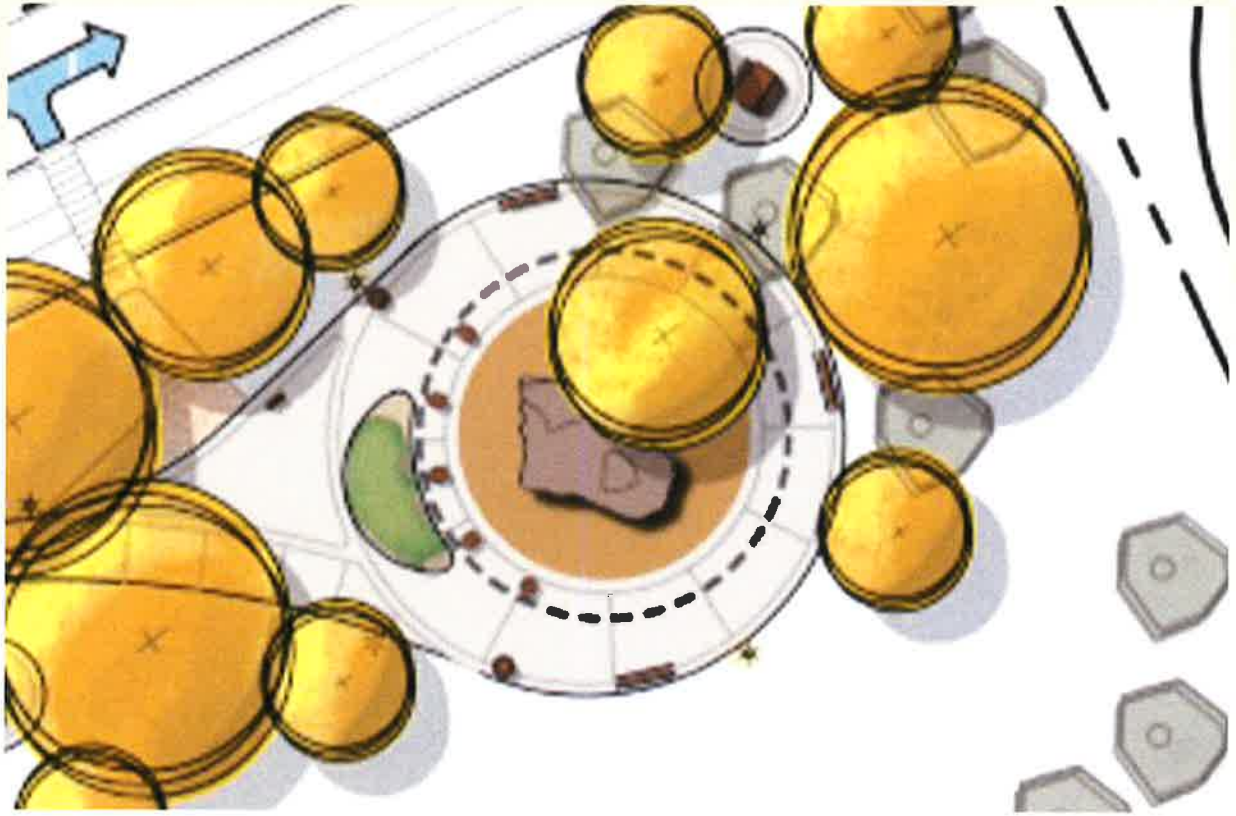
ID SCULPTURE



CHARLOTTE'S WEB

ID SCULPTURE

Play Area 3



Play Area 3

PLAY AREA 3

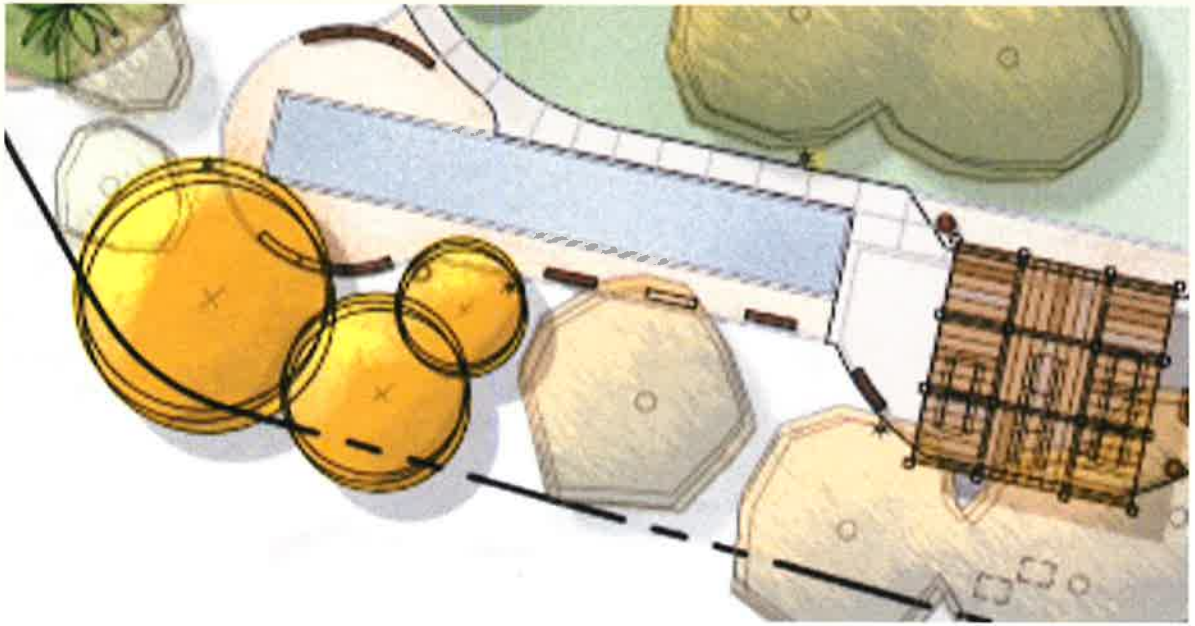


PARADISE ROCK

ID SCULPTURE

Picnic Area

- Group Picnic
- Pergola Structure
- Bocce Ball



Budget Breakdown

Preliminary Budget Estimate	
A. Site Clearing, Earthwork and Grading, Stormwater Facilitates	$78,750.00
B. Pavements, Walls & Fencing	$321,662.50
C. Playground and Exercise Equipment	$407,824.00
D. Park Structures	$160,000.00
E. Site Furnishings	$148,800.00
F. Landscape and Irrigation	$244,894.00
G. Site Lighting	$75,000.00
Total Project Budget	$1,598,623.55

Timeline

- Parks, Arts, Recreation Commissioners approved the concept plan – June 22
- City Council approval – July 6
- Survey site – 3 weeks
- Construction documents – 4 months
- City Plan check – Nov/Dec 2021
- Bid construction – January 2022
- Construction begins – Feb 2022
- Park Complete – August 2022

Questions & Comments

Placentia City Council
AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR / PUBLIC SERVICES AND INFRASTRUCTURE

DATE: JULY 6, 2021

SUBJECT: **STUDY SESSION REGARDING THE POTENTIAL ANNEXATION OF COUNTY UNINCORPORATED "HAMER ISLAND" WITHIN THE MUNICIPAL BOUNDARIES OF THE CITY OF PLACENTIA**

FISCAL IMPACT: There is no immediate or direct fiscal impact associated the recommended actions. Should the City elect to annex Hamer Island the City will incur long-term costs to provide services to the Island but will also receive new tax revenues from the Island to help offset those service costs.

SUMMARY:

An unincorporated island is a pocket of County-managed territory that is surrounded by or adjacent to incorporated cities. Unincorporated islands were inadvertently created many decades ago as the County's primarily agricultural communities developed into modern cities, and because of the haphazard way Counties and local cities annexed territories and approved new residential and commercial developments. The County of Orange is responsible for providing most public services to unincorporated islands and citizens of those islands. The County's main function is to provide regional services such as the criminal and civil justice system, flood control, social services, public health services, and management of regional parks and public harbors but are still required to provide routine daily municipal services to unincorporated islands such as public safety, land use planning, code enforcement, and road maintenance. The law suggests that cities are more effective providers of local municipal services (such as libraries, public safety, recreation, and public works services) than counties or special districts.

Hamer Island ("Island") is an unincorporated island within the sphere of influence of the City of Placentia. Residents within the Island already enjoy services provided by the City as many utilize local City parks and recreation programs. In addition, the Placentia Police Department has traditionally provided mutual aid emergency responses to the Island and the City has also previously entered into a separate Out of Area Service Agreement with the County of Orange in 2020 to provide daily fire protection and Emergency Medical Services "EMS" to Island residents upon the commissioning of the Placentia Fire and Life Safety Department, and the City's emergency medical services program on July 1, 2020. In addition, Hamer Island already shares the same zip code with the rest of Placentia, its residents already attend Placentia schools, and

the physical features of the Island itself are indistinguishable from surrounding Placentia homes and neighborhoods. Refuse collection and recycling, and utility services such as water and sewer collection are also provided by the same service providers. As a part of the County's larger efforts to de annex County islands into their City's sphere of influences, the County has reached out to Placentia staff to inquire about the City annexing the Island. If approved by the City Council, the recommended actions authorize Staff to begin the process of annexing Hamer Island into the City of Placentia which will require close coordination with the County of Orange and the Orange County Local Agency Formation Commission ("OC LAFCO") and extensive public outreach with the Hamer Island community.

RECOMMENDATION:

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

1. Receive and file the Staff Report and presentation, ask any questions of Staff; and

2. Direct Staff to begin organizing and scheduling community meetings and workshops with the County, OC Local Agency Formation Commissions (LAFCO), and Hamer Island residents to discuss annexation of unincorporated Hamer Island into the City of Placentia.

DISCUSSION:

An unincorporated island is a pocket of County-managed territory that is surrounded by or adjacent to incorporated cities. The City of Placentia has one (1) unincorporated island completely surrounded by the municipal boundaries of the City. This area is commonly referred to as "Hamer Island" and is comprised of 75 acres, 346 single family homes, and approximately 1,045 County residents (Attachment 1). Unincorporated islands were inadvertently created many decades ago as the County's primarily agricultural communities were developing into modern Cities, and because of the haphazard approach Counties and local Cities took when annexing new territories and approving new residential and commercial developments. In 1963, the State Legislature created LAFCOs in each California county to create a more uniform and logical approach to expanding or establishing new cities and districts to avoid overlapping boundaries and responsibilities for local government services.

The County of Orange is responsible for providing most civic services to unincorporated territories and citizens of those territories. Regulations and code requirements applicable to unincorporated islands are based on county, not local law. Given the fact that local governments are more effective at providing day-to-day services to local communities, the County of Orange is committed to assisting local cities in annexing adjacent unincorporated islands and the OC LAFCO's primary mission is to assist cities and counties in that endeavor. However, annexations can often become contentious and resisted by island residents and property owners. In response to local resistance to island annexations, the California Legislature enacted legislation in 2000 (Government Code Section 56375.3) allowing local governments to annex small urban pockets within their jurisdictions of 75 acres or less through a streamlined process that does not require protest

proceedings or elections. This legislation was later amended in 2005 to include islands that are 150 acres or less.

State law (the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 ["the Act"] [Government Code §56000 et seq.]) governs the way cities, counties, and special districts address boundary issues like incorporations, annexations, detachments, changes in "SOIs", and mergers and consolidations. The Act describes the membership and role of LAFCO in each county. OC LAFCO is a seven-member body comprised of local elected officials that meet monthly and address local government boundary changes for Placentia's region. LAFCO law suggests that cities should ultimately annex territories within spheres of influence and it also suggests that cities are generally more effective providers of routine daily municipal services than counties or special districts. The County's main function is to provide regional government services such as the criminal and civil justice system, flood control, social services, health care services, and management of regional parks and public harbors, but are still required to provide basic municipal services to unincorporated islands such as public safety, land use planning, code enforcement, and road maintenance. Annexing an unincorporated island to a city can improve the quality of and access to services for that community and in a more cost-effective manner.

Hamer Island residents already enjoy services provided by the City as many utilize local City parks and recreation programs, and Island property owners are already assessed an annual fee to fund the Placentia Library District located two (2) miles from the Island. The Placentia Police Department has traditionally provided mutual aid emergency responses to the Island and the City previously entered into a separate Out of Area Service Agreement with the County to provide daily fire protection and Emergency Medical Services (EMS) to the Island upon the commissioning of the Placentia Fire and Life Safety Department and the City's emergency medical services program on July 1, 2020. In addition, Hamer Island already shares the same zip code as the rest of Placentia, its residents already attend Placentia schools, and the physical features of the Island itself are indistinguishable from surrounding Placentia homes and neighborhoods. Utility services such as water and sewer collection services are also provided by the same providers to Placentia. Annexation also provides Island residents with greater local representation through a local City Council Member rather than representation by a County Supervisor based in Santa Ana who represents nearly one (1) million County residents. Accordingly, it continues to be the mission of the County to strongly encourage cities to annex unincorporated islands into their communities. Since the year 2000, over 75 islands have been successfully annexed to cities within Orange County.

The City previously broached the subject of annexing Hamer Island several years ago at which time annexation was strongly resisted by Island residents. As such, annexation was ultimately not pursued at that time. Although the City may legally annex the Island against the wishes of those residents, taking a heavy-handed approach would not serve the City well. Drawing from previous lessons learned, the City's proposed approach this time will focus upon extensive and transparent communications with Island residents detailing how annexation best serves everyone's long term interests.

Island residents will benefit from having improved and locally controlled services, local access to their elected and appointed officials, and property tax dollars spent on local services Island

residents benefit from each day. Island residents will also receive other value-added benefits not available to County residents such as a citywide fiber optic network providing high speed broadband Internet access to every home. Placentia residents will benefit by no longer having to subsidize the cost of some services to the Island as the City would collect additional General Fund property and utility user taxes from Island property owners to offset the City's municipal service costs for the Island. In addition, the County has agreed in principle to provide the City with one-time funds for street repairs and rehabilitation which will be subject to negotiation as part of the City/County property tax and annexation agreement. The County benefits by reducing the administrative burden and cost to provide local municipal services to a distant island that are best provided by the adjacent municipality.

Should the City Council elect to proceed with the annexation process, Staff will work with the County and OC LAFCO to jointly host a series of community meetings with Island residents to discuss the proposed annexation, the benefits of annexation, and the process to complete annexation to the City of Placentia. The following table outlines the proposed island annexation process per State Government Code Section 56375.3:

Description	Date
Community Meetings	July – October 2021
City Council Meeting to Adopt Resolution Approving Annexation Application to LAFCO	October 2021
City/County Annexation and Property Tax Agreement Negotiations	November 2021 – December 2021
OC LAFCO Application Submission and Review Period	December 2021 – May 2022
City Council Approval of Annexation and Property Tax Agreement	January 2022
County Approval of Annexation and Property Tax Agreement	March 2022
OC LAFCO Annexation Public Hearing	May 2022
Annexation Effective	July 2022

Annexation of Hamer Island will require a modification to the City Council voting districts. The City will need to task its demographer with updating district boundaries to include the registered voters who live in the Island. Based on the annexation timeline noted above and the timeline established by the Orange County Registrar of Voters to update voting district boundaries for the 2022 election, the annexation process will not be finalized in time for Island residents to vote in the City's 2022 municipal election and will have to wait until the 2024 election to cast their ballots for the first time as official Placentia residents.

FISCAL IMPACT:

Included in the presentation for this agenda item (Attachment 2) is an analysis of the estimated long-term costs to provide various municipal services to Hamer Island. In addition, the analysis summarizes the new General Fund revenues the City will expect to collect upon annexation. The

County will split with the City the County's General Fund share of the base 1% (one percent) property tax levy collected from Island properties and the City will receive all the Structural Fire Fund tax assessments. The figures noted in the presentation are estimates only at this time and will require final review and calculation by the County Auditor-Controller's Office. In addition, Island residents will be subject to the City's Utility User Tax ("UUT"). It is unknown at this time what the estimated annual UUT revenue stream from the Island will amount to. This information, along with the terms between the City and County to address funding for necessary improvements, will be presented to the City Council for its consideration when it considers the initiation proceedings in October 2021.

Prepared by:

Jeannette Ortega
Assistant to the City Administrator/
Economic Development Manager

Reviewed and approved:

Joseph M. Lambert
Director of Development Services

Reviewed and approved:

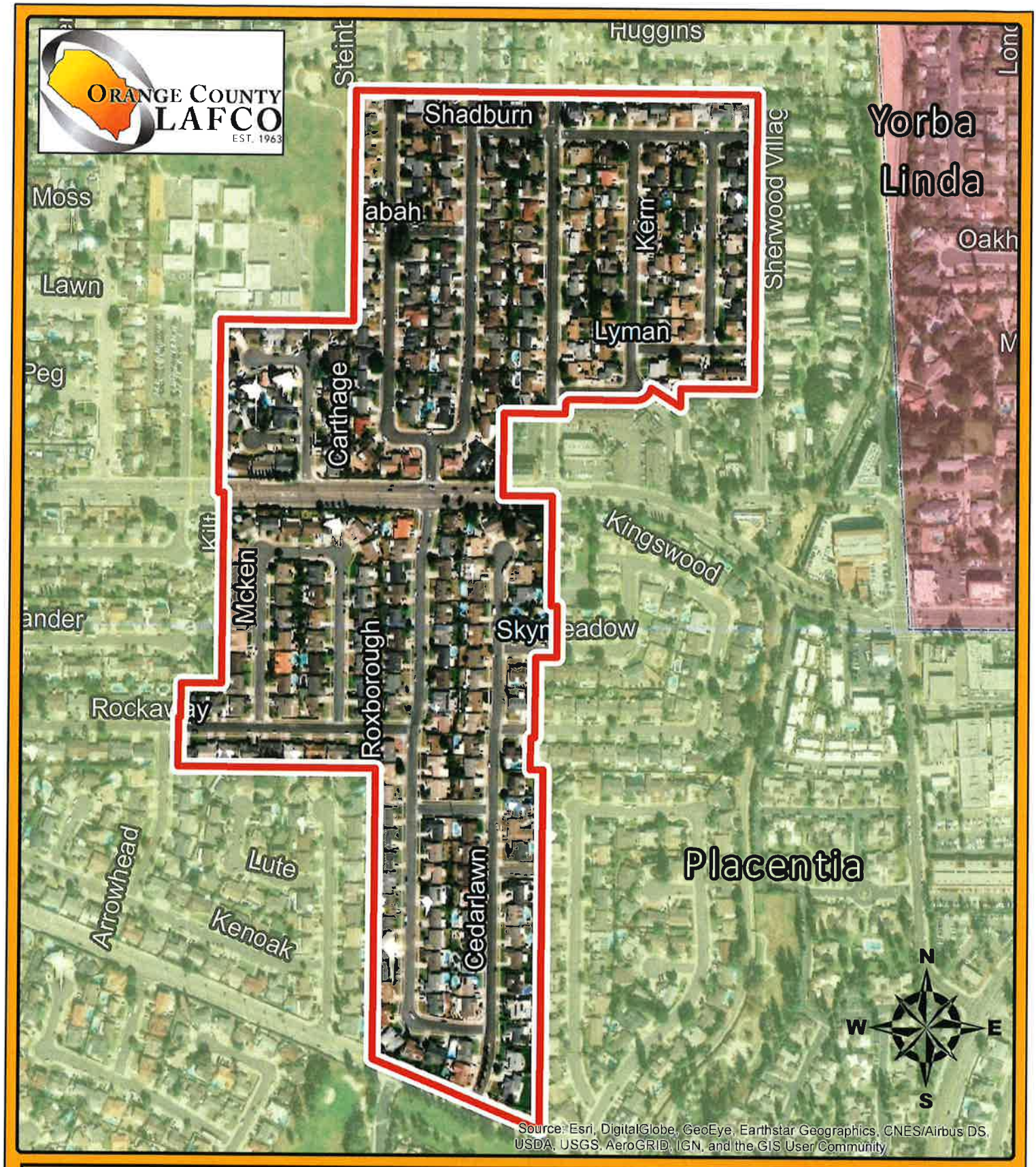
Luis Estevez
Deputy City Administrator

Reviewed and approved:

Damien R. Arrula
City Administrator

Attachments:

1. Map of Unincorporated "Hamer Island"
2. Presentation – Hamer Island Annexation



City of Placentia
Hamer Island

Legend

Hamer Island

0 0.2 Miles

ATTACHMENT 1

City of Placentia

Hamer Island Annexation Analysis City Council Study Session July 6, 2021

ATTACHMENT 2

Outline

1. Background
2. Potential Benefits for Island Residents
3. Service Providers
4. Annexation Cost and Revenue Analysis
5. Public Safety Analysis
6. Annexation Process
7. City/County Annexation and Property Tax Agreement
8. Policy Considerations
9. Preliminary Annexation Schedule

Background

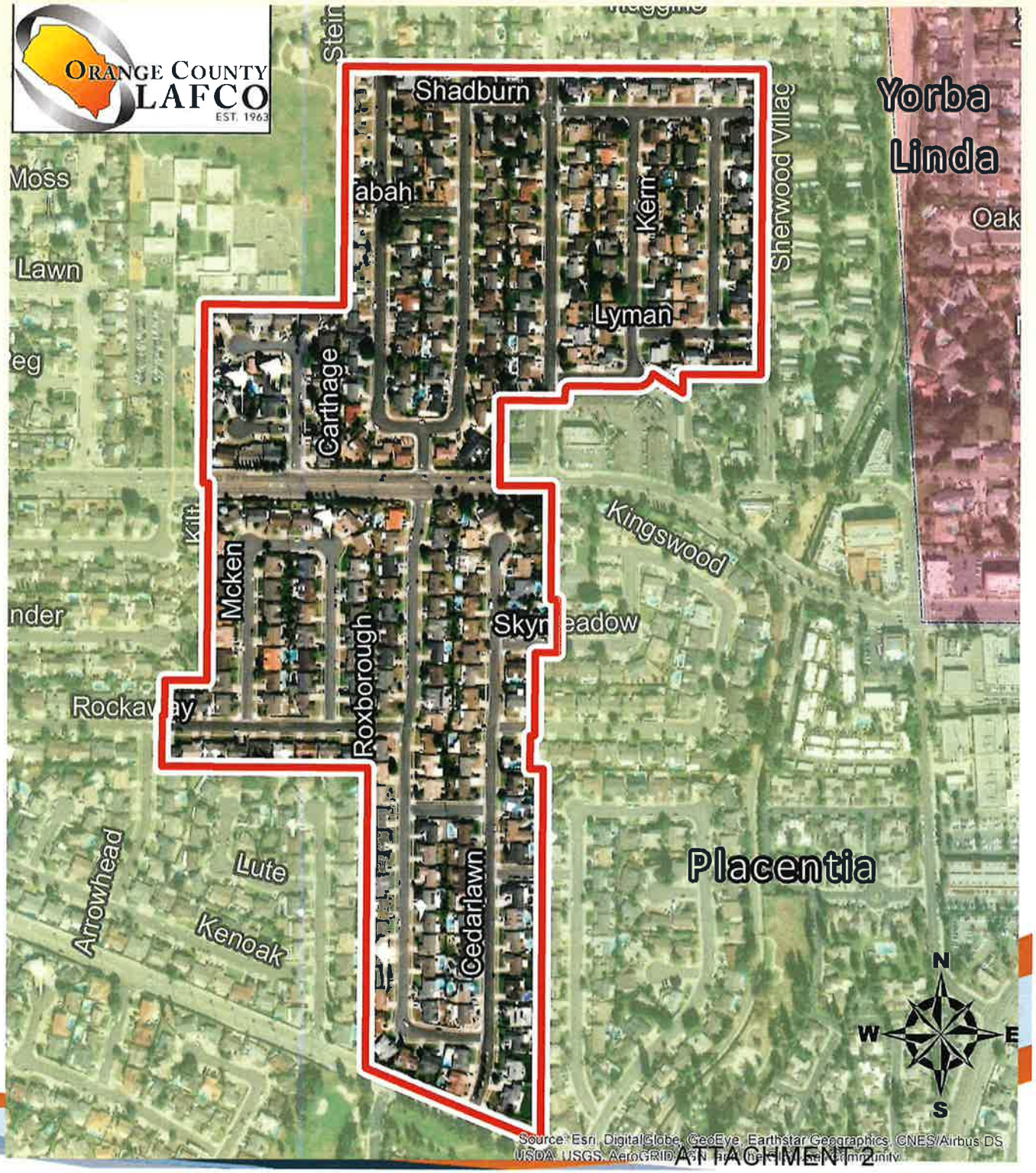
County Islands

- In Orange County, unincorporated land that is located within a city's urban service area is considered an "island" (also sometimes referred to as a "pocket")
- The County's main function is to provide regional services. It is their mission to assist cities to annex county unincorporated islands into their communities by working with the Orange County Local Agency Formation Commission (OC LAFCO)
- OC LAFCO's law suggests that cities should ultimately annex territories within spheres of influence and suggests that cities are more effective providers of routine daily municipal services than counties. LAFCO's primary mission is to assist cities and counties in the annexation process
- Since 2000, OC LAFCO has successfully collaborated with the County and 14 cities to transition several unincorporated county areas to cities
- During the last 2 years, La Habra annexed 4 of 5 County Islands within their sphere of influence
- The remaining 27 unincorporated areas, each with a combination of challenges (e.g., historical resident and agency opposition, lack of infrastructure financing, differences in city/county development standards) require strategic partnership involving LAFCO, the County of Orange, and cities with adjacent unincorporated areas

State Legislation

- The California Legislature enacted special legislation in 2001 (Government Code Section 56375.3) that outlines the process for Cities to annex certain unincorporated islands
- The law allows Cities to annex islands through a streamlined process that does not require protest proceedings or elections, provided the island meets special criteria and is 150 acres or less in size
- Hamer Island is 75 acres

Hamer Island Boundaries



ATTACHMENT 2

Hamer Island General Statistics

1. Located entirely within Placentia's Sphere of Influence
2. 76 acres
3. 1,045 residents
4. 346 single family homes
5. 573 registered voters in the County Island
   - 30,481 registered voters in Placentia

Additional Background

Description	Designation
Supervisorial District	4th
OC Hall of Administration	22 miles
City Council District	3rd and 4th
City Hall Distance	5 miles
Within City of Placentia's General Plan?	Yes, Within the General Plan's Sphere of Influence
City's General Plan Land Use Designation	Current: Undesignated Proposed: Low Density Residential
Fire Stations (within 1-mile radius)	Placentia Fire Station #2
Parks (within ½ mile radius)	Parque Arroyo Verde (Placentia) Wagner Park (Placentia)

Hamer Island Infrastructure Statistics

- Curb miles to sweep: 6.36
- Road centerline miles to maintain: 3.09
- Streetlights: 45
- Parkway trees: 78
- Pavement maintenance last completed: 2013
- Average PCI: 72
- Surrounding City arterial roads are used by Island residents and provides only access to Island

Potential Benefits of Annexation for Island Residents

Potential Benefits

- More efficient local government service delivery for residents
- Faster emergency response times and public safety services
- Eliminates confusion and/or disagreement over which entity (City or County) provides service to Island residents, particularly in an emergency
- Local control and greater accountability for Island residents over the quality and cost of services
- Creates parity for City residents who are paying for services and programs Island residents benefit from (police, fire, EMS, parks and recreation programs)
- Local property tax dollars spent locally and not spent funding County operations outside of the City

Direct Access to Local Government Services

- Graffiti Abatement
- Dead Animal Removal
- Code Enforcement
- Recreation Programming
- Public Facilities
- Streamline Permits for Home Renovations
- Home Occupancy Business License
- Right-of-Way maintenance and emergency response

Current Island Service Providers

Current and Future Service Providers

Service	Current Provider	Provider Upon Annexation
Law Enforcement	Orange County Sheriff	Placentia Police
Fire Protection & EMS	Placentia Fire & Life Safety & Lynch EMS	Placentia Fire & Life Safety & Lynch EMS
General Government	County of Orange	City of Placentia
Public Works	County of Orange	City of Placentia
Animal Control	County of Orange	County of Orange
Refuse/Solid Waste	Republic Waste Services	Republic Waste Services
Water	Yorba Linda Water District	Yorba Linda Water District
Sewer	Yorba Linda Water District	Yorba Linda Water District
Street Sweeping	County of Orange	RF Dickson
Code Enforcement	County of Orange	City of Placentia
Parks & Recreation	OC Parks (Regional) and City of Placentia	City of Placentia

Annexation and Revenue Analysis

Property Tax Bill Analysis

	Hamer Island Rate	City Rate
Basic Tax Levy	1.00000	1.00000
Placentia Yorba Linda School District	.06032	.06032
North OC Community College	.03198	.03198
Metro Water D-MWDOC	.00350	.00350
TOTAL RATE	**1.0958**	**1.0958**

Property Tax Bill Analysis

	County Tax Bill	City Tax Bill
Mosq / Fire Ant Assessment	7.70	7.70
Vector Control Charge	1.92	1.92
MWD Water Standby Charge	10.08	10.08
OCSD Sewer User Fee	339.00	339.00
TOTAL TAX	**$670.70**	**$670.70***

* Does not include solid waste billing

Property Tax Transfer

Item	Current Property Tax Revenue to City	Property Tax Revenue to City Post Annexation
Structural Fire Fund*	$0	$131,873/yr.
County General Fund Share	$0	$36,157/yr.
Total	**$0**	**$168,030/yr.**

*City is already providing Fire and EMS services via an Out of Area Service Agreement

Utility User Tax

Item	Current UUT	UUT Post Annexation
Land line/cellphone/telecom.	$0	TBD
Cable TV	$0	TBD
Electricity	$0	TBD
Gas	$0	TBD
Placentia FiberCity	$0	TBD

Residential Refuse Rates

Service	Current Cost	Cost at Annexation
Waste Hauling and Recycling (Republic)	$25.98* per month for County Island customers	$28.81 per month for Placentia customers

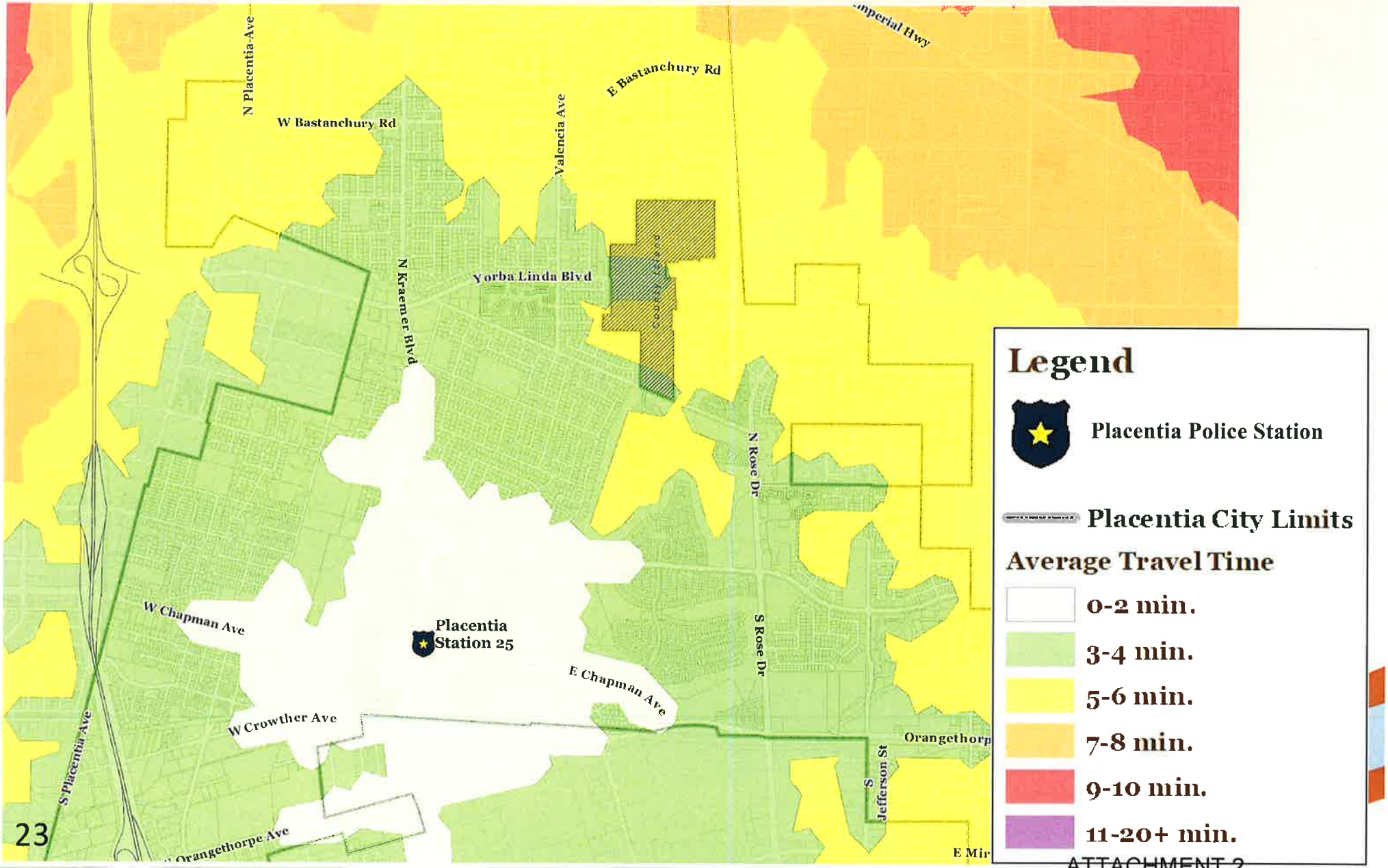
*County refuse contract may be assigned to City to maintain rates

Service Cost Analysis

Service	Current Cost County	Cost to City at Annexation
Street Sweeping	$23,980 since FY 16-17	$1,257/year
Streetlights	$6,129/yr.	$6,129/yr.
Tree Trimming	$3,426 since FY 16-17	$4,602/every 4 years
Deferred Road Maintenance	$1.5 million	$1.5 million/NPV at FY 21-22
Future Road Preventative Maintenance	$500,000	$500,000/NPV at FY 28-29

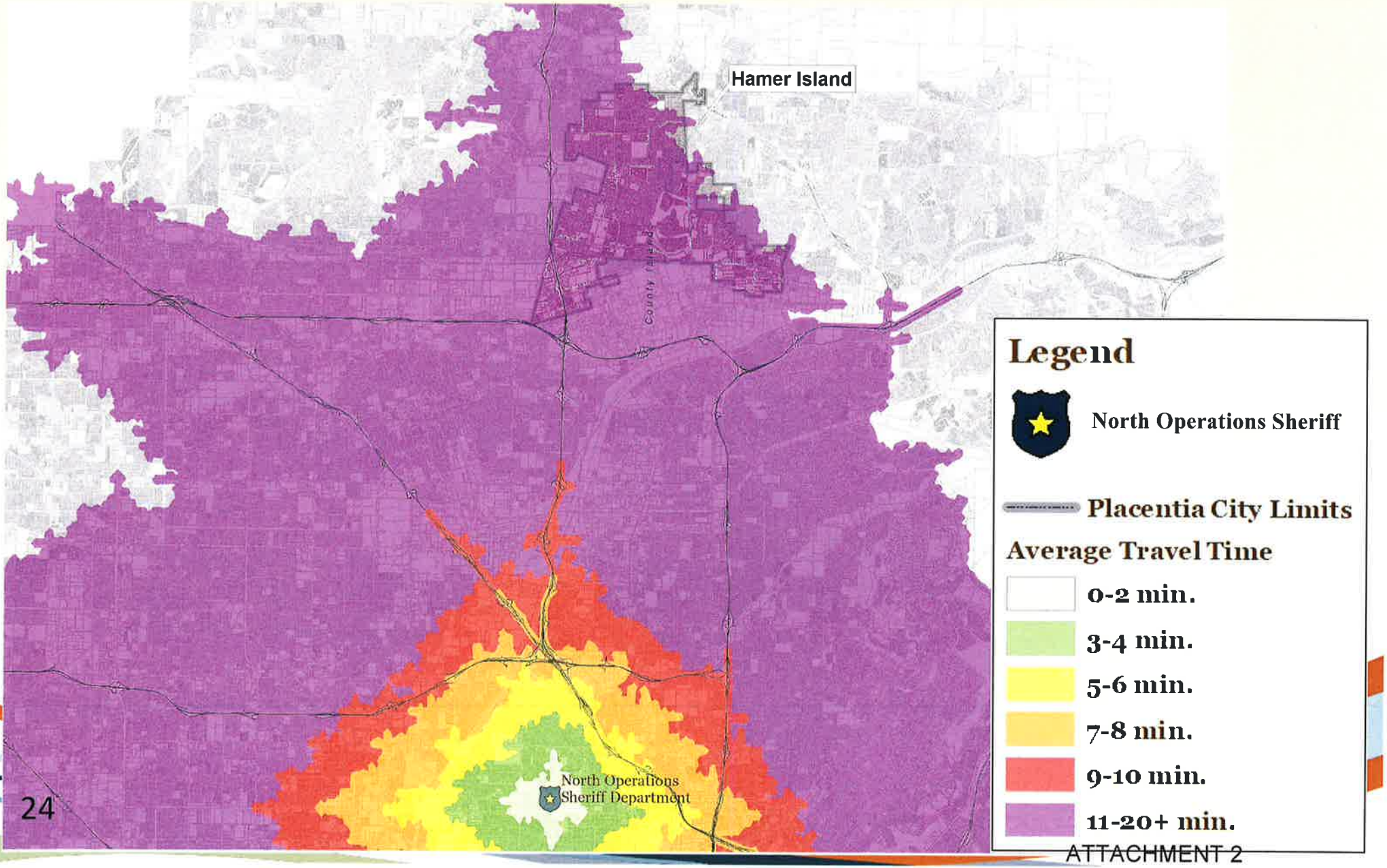
Public Safety Service Analysis
Law Enforcement

Placentia Police Dept. Response



ATTACHMENT 2

OC Sheriff's Response



ATTACHMENT 2

Placentia Police Service Statistics

July 1, 2020 – May 25, 2021 (10 Months)

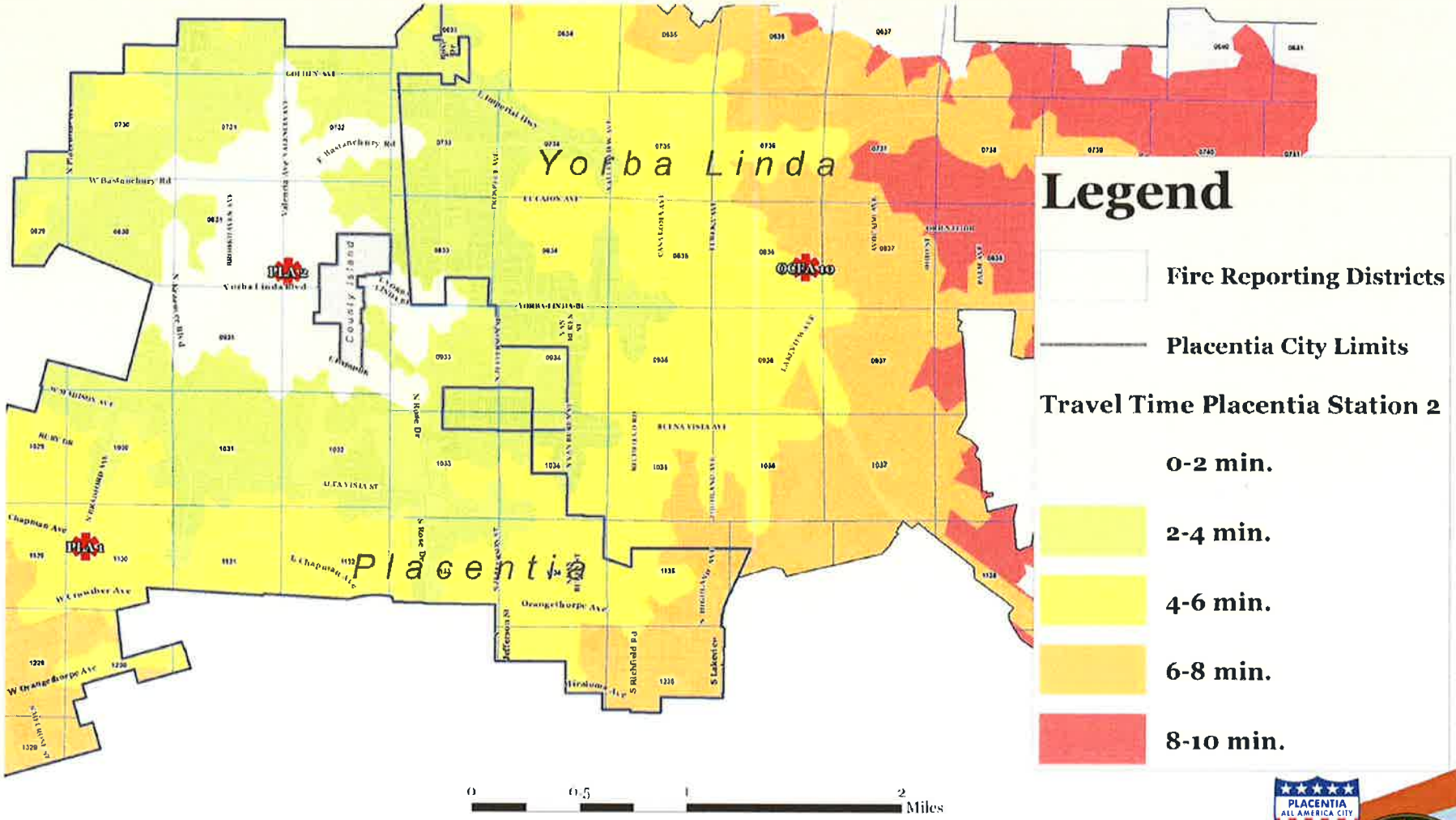
- 8 total calls for service
- Average response time 3:39 (3 minutes, 39 seconds) from dispatch to arriving on scene
- 2 Calls – Medical Aid
- 1 Call Each – Audible Burglar Alarm, Be on the Lookout (BOLO), Department Assist, Suspicious Person in Vehicle, Unknown Injury, Welfare Check

Public Safety Service Analysis
Fire & EMS

Fire Protection and EMS

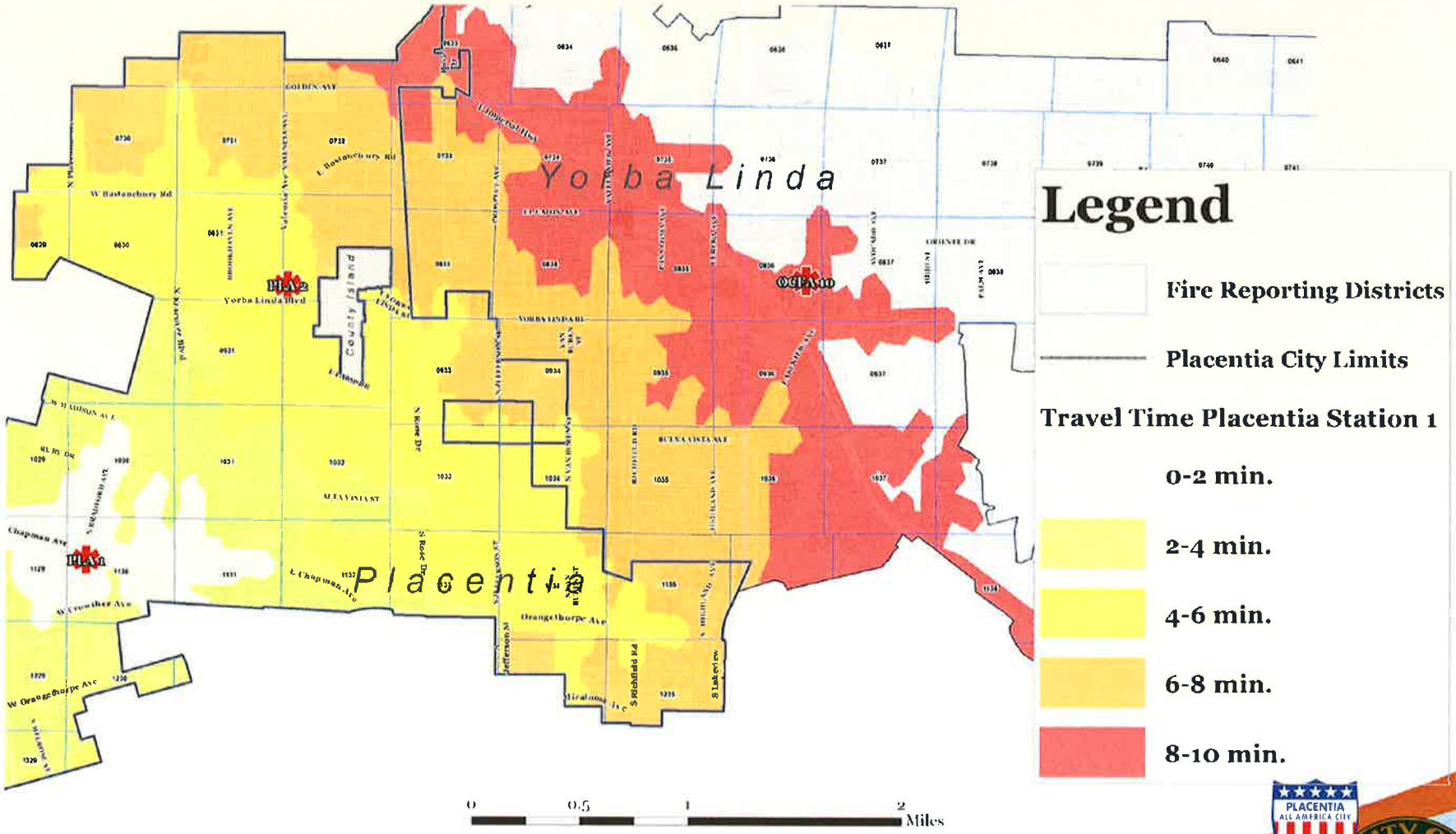
- Transitioned from OCFA to City Fire Department and contracted 911/ALS provider on July 1, 2020
- 2 fully operational Fire Stations in Placentia
- Station 2 is 0.25 miles away from Hamer Island
- Previous provider refused to enter into a mutual and auto aid agreement with City which would have drastically increased response times
- County and City entered into an Out of Area Service Agreement for the City to provide fire protection and EMS services to Island residents who now currently enjoy faster emergency response times and improved quality of service

Placentia Station 2 Response to County Island



ATTACHMENT 2

Placentia Station 1
Response to County Island



ATTACHMENT 2

Travel Times to Hamer Island

Responding Station	Travel Time from Station to County Island (Center)	Distance to County Island (Center)
Placentia Station 2	**< 2 minutes**	**.25 miles**
Placentia Station 1	5 minutes, 30 seconds	1.75 miles
OCFA Station 10	6-8 minutes	2.25 miles
OCFA Station 10 via Mutual Aid Phone Call	8-12 minutes	2.25 miles

Fire Protection and EMS Service Statistics

July 1, 2020 – May 25, 2021 (10 Months)

- 58 calls for service
- Average response time 5:02 (five minutes and two seconds) from being dispatched to arriving on-site.
- Top 5 Types of Calls:
    - 11 Calls – Sick Person
    - 9 Calls – Falls
    - 5 Calls – Breathing Problems
    - 4 Calls – Service Call
    - 4 Calls – Unknown Problem (Person Down)

Preliminary Annexation Schedule/Next Steps

Description	Date
Community Meetings	July – August 2021
City Council Adopts Resolution Approving Annexation Application (Initiation Resolution)	October 2021
City/County Annexation and Property Tax Agreement Negotiations	November 2021 – December 2021
OC LAFCO Application Submission and Review Period	December 2021 – May 2022
City Council Approval of Annexation and Property Tax Agreement	January 2022
County Approval of Annexation and Property Tax Agreement	March 2022
OC LAFCO Annexation Public Hearing	May 2022
Annexation Effective	July 2022

Questions?

Placentia City Council
AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF DEVELOPMENT SERVICES

DATE: JULY 6, 2021

SUBJECT: **STUDY SESSION: RECREATIONAL VEHICLE PARKING SURVEY AND POLICY DIRECTION REQUEST**

FISCAL IMPACT: NONE

SUMMARY:

At the April 20, 2021, City Council ("Council") meeting, Staff was directed to research the City's current recreational vehicle ("RV") regulations within single-family residential districts related to the storage of RVs on private property. Staff evaluated existing Placentia Municipal Code (PMC) Section 23.78.145 "Parking and Storage within Required Front Yard Setback," and conducted a survey of similar ordinances from nine local jurisdictions to analyze similarities and differences between regulations in those jurisdictions regarding the storage of RVs on private property. Staff will present the research conducted and will seek policy direction.

RECOMMENDATION:

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

> Receive and file the Recreational Vehicle Parking Survey and provide City Staff with guidance on policy direction for potential amendments to ordinance PMC Section 23.78.145.

DISCUSSION:

Pursuant to the RV Industry Association, a national trade group representing manufacturers and component suppliers producing approximately 98 percent of all RVs manufactured in North America, during 2020 and 2021, RV sales throughout the country hit a record high with 11.2 million households owning an RV in 2021, up 62% over 6.9 million households in 2001 and 26% more than the 8.9 million RV-owning households reported in 2011. The COVID-19 pandemic served as a catalyst to this recent rise in RV ownership, where families were seeking alternative means of travel in a safe and socially distanced manner.

Conversely, the sudden rise of RV ownership has put a strain on an already limited supply of RV storage facilities throughout the Orange County region. With a supply shortage and rates ranging

between $50 and $500 per month depending on the type of storage needed and requested amenities, residents have been storing RVs on their own residential properties. This has resulted in an uptick in RV complaints (Attachment 1) and subsequent issuance of citations by the City's Code Enforcement Division. However, staff continues to receive complaints regarding RVs parked in driveways and along the City streets.

Staff evaluated Placentia Municipal Code Section 23.78.145, "Parking and Storage within Required Front Yard Setback" which addresses parking of RVs on private residential property. The City's current regulations only permit RV storage within the front yard setback of a single-family residential lot if it is motorized or mounted to a truck body with an approved Special Use Permit by the Development Services Director. All non-motorized RVs or similar apparatuses are required to be located outside the front yard setback and within side and rear yard of a property. A survey of nine local jurisdictions was conducted to evaluate the City's RV Ordinance with the regulatory requirements of those local jurisdictions. The local jurisdictions included were the cities of Fullerton, Yorba Linda, Brea, Anaheim, Orange, La Habra, Buena Park, and Santa Ana. The County of Orange was also surveyed given that Placentia has a County Island known as "Hamer Island" located within the City's jurisdictional boundaries. A summation of the conducted survey is located below as follows:

City	Permitted	Permit Req'd	RV, Campers, & Trailer Distinction	Locational Requirements				Paved Surface Required	Screening (excluding front yard)	Maximum Qty
				Front Yard	Street Side Yard	Side Yard	Rear Yard			
PLACENTIA	Y	Y	Y	Y	-	Y	Y	Y	-	N
FULLERTON	Y	N	N	Y	Y	Y	Y	-	Y	N
YORBA LINDA	Y	N	N	Y	N	Y	Y	Y	Y	N
BREA	Y	-	Y	Y	N	Y	Y	-	N	Y
ANAHEIM	Y	N	Y	Y	Y	Y	Y	Y	Y	N
ORANGE	Y	Y	Y	Y	Y	Y	Y	Y	Y	N
LA HABRA	Y	N	N	N	N	N	Y	-	-	N
BUENA PARK	Y	N	N	Y	-	Y	Y	Y	N	N
SANTA ANA	Y	N	N	N	N	Y	Y	-	Y	N
COUNTY OF ORANGE	Y	N	N	Y	Y	Y	Y	Y	Y	N
City Consistency	100%	11%	33%	78%	11%	89%	100%	55%	11%	89%

Upon an analysis of the conducted survey, it was determined that four (4) out of 10 noted regulatory requirements were not consistent with other jurisdictions. The inconsistencies can be found in the following areas: mandating a permit for RV storage within the front yard setback area of a single-family lot, having separate development standards between motorized RVs and non-motorized RVs, and not having requirements for RVs located within street side yards as well as RV screening requirements.

If the City Council wishes to proceed with amending the existing RV parking ordinance, Staff seeks the direction on the following policy questions:

- Separate or identical development standards for motorized recreational vehicles versus non-motorized recreational vehicles such as campers, trailers, or other apparatuses.
- Restrictions on the widening of driveways to accommodate recreational vehicles.
- Maximum requirements for the percentage of paving within the front yard area of single-family residential property.
- Permit requirements (if any) for storage of recreational vehicles within the front yard area.
- Maximum number of recreational vehicles and/or similar apparatuses within the front yard of a single-family lot.
- Should the ordinance discuss RV and RV campers or should it broaden the term to distinguish other towable apparatus such as boats, jet skis, utility trailers, etc.

Prepared by:

Andrew Gonzales
Senior Planner

Reviewed and approved:

Joseph M. Lambert
Director of Development Services

Reviewed and approved:

Damien R. Arrula
City Administrator

Attachments:

1. Resident Comments Received by Code Enforcement
2. RV Survey PowerPoint

Andrew Gonzales

From: Daniel Pivaroff
Sent: Wednesday, June 30, 2021 9:27 AM
To: Andrew Gonzales
Subject: FW: You have been assigned a new Request #: 4265

Dan Pivaroff – Senior Code Enforcement Officer
City of Placentia | 401 E. Chapman Ave. Placentia, CA 92870
☎ (714) 993-8173 | 🖷 (714) 528-4640 | ✉ dpivaroff@placentia.org

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From: City of Placentia <noreply@user.govoutreach.com>
Sent: Saturday, December 5, 2020 9:41 AM
To: Pivaroff, Daniel <dpivaroff@placentia.org>
Subject: You have been assigned a new Request #: 4265

Request # 4265 from the Government Outreach System has been assigned to you.

Request type: Problem
Request area: Vehicles Parked Illegally
Citizen name: Anonymous
Description: RV is parked halfway in driveway, and halfway behind gate. The gate has to remain completely open for RV to fit. Backyard has a swimming pool and children can wander into the backyard and fall in pool. Very UNSAFE!!! Gate needs to be locked!
Location: 2319 Cartlen Dr

ATTACHMENT 1



Expected Close Date: December 22, 2020

Click here to access the request

Note: This message is for notification purposes only. Please do not reply to this email. Email replies are not monitored and will be ignored.

Andrew Gonzales

From: Daniel Pivaroff
Sent: Wednesday, June 30, 2021 9:26 AM
To: Andrew Gonzales
Subject: FW: RV on street / noise complaint

Dan Pivaroff – Senior Code Enforcement Officer
City of Placentia | 401 E. Chapman Ave. Placentia, CA 92870
☎ (714) 993-8173 | 🖷 (714) 528-4640 | ✉ dpivaroff@placentia.org

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From: david perez <dbperez1122@sbcglobal.net>
Sent: Wednesday, December 16, 2020 6:02 PM
To: Pivaroff, Daniel <dpivaroff@placentia.org>
Subject: RV on street / noise complaint

Sir,

Last week I wrote you about an RV parked on the street (Demmer Drive / Bradford). It's been there for over one month and now the owner had begun to start and allow it to idle (assuming he's charging the battery) at night.

When he starts and runs the Diesel engine it shakes my house (I'm across the street).

So again, I'm requesting someone look into the matter. I understand this is violation of Placentia municipal code13.48.

Call if you have any questions, 714-813-5690

Thank you,

ATTACHMENT 1

Dave Perez
Sent from AT&T Yahoo Mail for iPhone

Andrew Gonzales

From: Daniel Pivaroff
Sent: Wednesday, June 30, 2021 9:25 AM
To: Andrew Gonzales
Subject: FW: RV parking at 424 Lavender Lane

Dan Pivaroff – Senior Code Enforcement Officer City of Placentia | 401 E. Chapman Ave. Placentia, CA 92870
(714) 993-8173 | (714) 528-4640 | dpivaroff@placentia.org

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-----Original Message-----
From: Daniel Pivaroff
Sent: Tuesday, February 16, 2021 11:34 AM
To: Samuel Brown <sbrown@placentia.org>; Servin, Cristal <cservin@placentia.org>
Subject: FW: RV parking at 424 Lavender Lane

Good morning,

5th wheel is parked on the street in front of 424 Lavender.

Thanks.

Dan Pivaroff – Senior Code Enforcement Officer City of Placentia | 401 E. Chapman Ave. Placentia, CA 92870
(714) 993-8173 | (714) 528-4640 | dpivaroff@placentia.org

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-----Original Message-----
From: hoe ling <columbia_geotech@yahoo.com>
Sent: Tuesday, February 16, 2021 9:51 AM
To: Daniel Pivaroff <dpivaroff@placentia.org>; Randy Eady <ready@placentia.org>; mmagdaleno@placentia.org
Subject: RV parking at 424 Lavender Lane

I want to bring to your attention about a RV parking in the street at 424 Lavender Ln. I have been trying to cope with this problem often.

During last thanksgiving too, for a period of 2 weeks, I called in to leave voice messages and also talked to Randy. I did not see any enforcement vehincles passed by during the period of two weeks.

Now the RV is again in the street since Feb 7. I have already left messages since last Monday. I do not believe the enforcement officers can let one ignore the code. If there were a permit, it would not be for a prolonged period of time.

I wrote in so that there is an official record.

Thank you for your kind attention.

Andrew Gonzales

From: Daniel Pivaroff
Sent: Wednesday, June 30, 2021 9:22 AM
To: Andrew Gonzales
Subject: FW: You have been assigned a new Request #: 4808

Dan Pivaroff – Senior Code Enforcement Officer
City of Placentia | 401 E. Chapman Ave. Placentia, CA 92870
☎ (714) 993-8173 | 🖷 (714) 528-4640 | ✉ dpivaroff@placentia.org

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From: City of Placentia <noreply@user.govoutreach.com>
Sent: Wednesday, April 28, 2021 4:47 PM
To: Daniel Pivaroff <dpivaroff@placentia.org>
Subject: You have been assigned a new Request #: 4808

Request # 4808 from the Government Outreach System has been assigned to you.

Request type: Problem
Request area: Vehicles Parked Illegally
Citizen name: don s.
Description: Valencia RV has been parked for at least 4 weeks. Repeat offender I don't know if you guys are ticketing him or not but he doesn't seem to care
Location: 507 Swanson Ave, Placentia

ATTACHMENT 1



Expected Close Date: May 8, 2021



Click here to access the request

Note: This message is for notification purposes only. Please do not reply to this email. Email replies are not monitored and will be ignored.

Andrew Gonzales

From: Daniel Pivaroff
Sent: Wednesday, June 30, 2021 9:22 AM
To: Andrew Gonzales
Subject: FW: RV in driveway

Dan Pivaroff – Senior Code Enforcement Officer
City of Placentia | 401 E. Chapman Ave. Placentia, CA 92870
☎ (714) 993-8173 | 🖷 (714) 528-4640 | ✉ dpivaroff@placentia.org

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From: R Ga <ronnie1212_2000@yahoo.com>
Sent: Thursday, April 29, 2021 10:10 AM
To: Daniel Pivaroff <dpivaroff@placentia.org>
Subject: RV in driveway

Can you please have the large white RV removed from the driveway at 1401 E. Munoz Place, Placentia, CA?

Thank you.

Ron

ATTACHMENT 1

ATTACHMENT 1

Andrew Gonzales

From: Daniel Pivaroff
Sent: Wednesday, June 30, 2021 9:21 AM
To: Andrew Gonzales
Subject: FW: People living in their RV

Dan Pivaroff – Senior Code Enforcement Officer
City of Placentia | 401 E. Chapman Ave. Placentia, CA 92870
☎ (714) 993-8173 | 🖷 (714) 528-4640 | ✉ dpivaroff@placentia.org

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From: Nancy Ottaviano <nancyso9999@gmail.com>
Sent: Thursday, April 29, 2021 1:01 PM
To: Daniel Pivaroff <dpivaroff@placentia.org>
Subject: People living in their RV

Not sure if you're the right contact for this situation. There appears to be people living in their RV on N. Angelina Dr (just north of Alta Vista). The RV is in line with the Valencia football field, but on Angelina. Their crap is all over outside the RV.

With kids back in school now and the middle school and high school right at that location, can you please ask them to leave?

If you're the wrong department for this, can you forward my email to the correct department?

Thank you,
Nancy Ottaviano
714-713-8045

ATTACHMENT 1

Andrew Gonzales

From: Daniel Pivaroff
Sent: Wednesday, June 30, 2021 9:20 AM
To: Andrew Gonzales
Subject: FW: 700 Blk Larkspur

Dan Pivaroff – Senior Code Enforcement Officer
City of Placentia | 401 E. Chapman Ave. Placentia, CA 92870
☎ (714) 993-8173 | 🖷 (714) 528-4640 | ✉ dpivaroff@placentia.org

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From: Stephen Johnson <sjohnson@placentia.org>
Sent: Friday, June 25, 2021 9:25 AM
To: Daniel Pivaroff <dpivaroff@placentia.org>
Subject: 700 Blk Larkspur

Good morning sir,

Sorry to bother you, but I just wanted to give you a heads up of an elderly lady that came in today. She was agitated about an RV that is parked on the 700 Blk of Larkspur. She said that it rarely moves, and only moves occasionally for street sweeping. Her number is (714) 520 1126.

Thank you,

Stephen Johnson | *Records Cadet* | Records Division

ATTACHMENT 1

Placentia Police Department | 401 E. Chapman Ave., Placentia, CA 92870
Direct (714) 993-8101| Fax (714)996-2719| Email: sjohnson@placentia.org

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Andrew Gonzales

From: Daniel Pivaroff
Sent: Wednesday, June 30, 2021 9:18 AM
To: Andrew Gonzales
Subject: FW: RV Parking / second Reply

Dan Pivaroff – Senior Code Enforcement Officer
City of Placentia | 401 E. Chapman Ave. Placentia, CA 92870
☎ (714) 993-8173 | 🖷 (714) 528-4640 | ✉ dpivaroff@placentia.org

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From: Daniel Pivaroff
Sent: Wednesday, June 16, 2021 7:18 PM
To: Joseph Lambert <jlambert@placentia.org>
Cc: Ward L. Smith <WSmith@placentia.org>
Subject: Fwd: RV Parking / second Reply

Hopefully this will be the last of the emails.

Sent from my iPhone

Begin forwarded message:

> **From:** Elizabeth R Morgan <ermorgan63@gmail.com>
> **Date:** June 16, 2021 at 6:53:48 PM PDT
> **To:** Claudia Edwards <claudhop1739@gmail.com>
> **Cc:** Daniel Pivaroff <DPivaroff@placentia.org>
> **Subject: Re: RV Parking / second Reply**

ATTACHMENT 1

EXTERNAL EMAIL

Hi Claudia,

I noticed you copied Code Enforcement Officer Pivaroff.
Officer Pivaroff likely has notes in his system which reflect that I moved this motorhome last year (after using it for a total of 3 days), and therefore removed it to his satisfaction.

I have 8 family members who live in Placentia/ Yorba Linda.
My sister on Islandia Drive is a highly-respected employee of the Yorba Linda/ Placentia School District. That said, we are not homeless people that simply wonder from street to street parking this "once a year utilized RV". We pay an expensive monthly storage fee for approx 355 days a year.

It saddens me that you reported us when there is a visible note on RV with our name and contact info. We will do everything we can to not impede on your "space", and not disrupt your peace.

Thank you for reading this email.

Regards and good will,

Elizabeth

Sent from my iPhone

> On Jun 16, 2021, at 3:18 PM, Claudia Edwards <claudhop1739@gmail.com> wrote:
>
> Elizabeth, thank you for the reply and explanation of why your RV is parked there. I'm sorry I missed you when you stopped by. I'm glad you have a storage place for it and this is not a permanent parking spot. Appreciate your note.
>
> Claudia
>
> > On Jun 16, 2021, at 1:41 PM, Elizabeth R Morgan <ermorgan63@gmail.com> wrote:
> >
> > Dear Claudia,
> >
> > So sorry for the inconvenience.
> >
> > I live an Demmer Drive, however my sister and her family live on Islandia, the actual street where the RV is parked since yesterday, my sister is using it and leaving again for a trip in a couple of days.
> >
> > There is actually a 48 hour permit on the window, and it will be moved back to Demmer tomorrow, and then back to our storage in Walnut California after the trip which concludes next Saturday the 26th.

I am pulling the permits every 48 hours, in addition to moving it until my family is finished using it.

I don't blame you for not liking it, in fact I noticed within the last week several RVs on several streets all over Placentia including on your street. It's apparently that time of year now and many families are vacationing.

Thank you for your patience and understanding.

Elizabeth Morgan,

Cell (714) 319-5013

Sent from my iPhone

> On Jun 16, 2021, at 10:07 AM, Claudia Edwards <claudhop1739@gmail.com> wrote:
>
> Hello Ms. Morgan,
>
> Sitting in my patio yesterday, I was irritated to find my view obstructed by your huge RV. I had a 27' fifth wheel years ago and my husband and I rented a parking space on La Palma where we stored it. All I can say is if you can afford a luxury motor home such as this, you should certainly be able to afford a parking space in a lot designated for RVs.
>
> I looked you up. You don't even live in this neighborhood. You live on Demmer, but you are using our neighborhood to store your monstrous motor home? It does not belong here!
>
> I have lived in my home for 55 years and to see my neighborhood cluttered up with RVs now is unacceptable.
>
> Yours truly,

Claudia Edwards
1739 Larkspur Dr

Andrew Gonzales

From: Daniel Pivaroff
Sent: Wednesday, June 30, 2021 9:17 AM
To: Andrew Gonzales
Subject: FW: RV Parking

Dan Pivaroff – Senior Code Enforcement Officer
City of Placentia | 401 E. Chapman Ave. Placentia, CA 92870
☎ (714) 993-8173 | 🖷 (714) 528-4640 | ✉ dpivaroff@placentia.org

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From: Daniel Pivaroff
Sent: Wednesday, June 16, 2021 11:17 AM
To: Joseph Lambert <jlambert@placentia.org>
Cc: Ward L. Smith <WSmith@placentia.org>
Subject: Fwd: RV Parking

Hi Joe,

I received the following email.

Thanks.

Sent from my iPhone

Begin forwarded message:

> **From:** Claudia Edwards <claudhop1739@gmail.com>
> **Date:** June 16, 2021 at 10:08:34 AM PDT

ATTACHMENT 1

To: ermorgan63@gmail.com
Cc: Daniel Pivaroff <DPivaroff@placentia.org>
Subject: RV Parking

EXTERNAL EMAIL

Hello Ms. Morgan,

Sitting in my patio yesterday, I was irritated to find my view obstructed by your huge RV. I had a 27' fifth wheel years ago and my husband and I rented a parking space on La Palma where we stored it. All I can say is if you can afford a luxury motor home such as this, you should certainly be able to afford a parking space in a lot designated for RVs.

I looked you up. You don't even live in this neighborhood. You live on Demmer, but you are using our neighborhood to store your monstrous motor home? It does not belong here!

I have lived in my home for 55 years and to see my neighborhood cluttered up with RVs now is unacceptable.

Yours truly,
Claudia Edwards
1739 Larkspur Dr

Andrew Gonzales

From: Daniel Pivaroff
Sent: Wednesday, June 30, 2021 2:07 PM
To: Andrew Gonzales
Subject: FW: MONTE VIDEO AVE

Sorry here's another one fresh off the press!

Dan Pivaroff – Senior Code Enforcement Officer
City of Placentia | 401 E. Chapman Ave. Placentia, CA 92870
☎ (714) 993-8173 | 🖷 (714) 528-4640 | ✉ dpivaroff@placentia.org

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From: Stephen Johnson <sjohnson@placentia.org>
Sent: Wednesday, June 30, 2021 2:02 PM
To: Daniel Pivaroff <dpivaroff@placentia.org>
Subject: MONTE VIDEO AVE

Good afternoon sir,

A Marla Mccray 714-494-5103 came in today with a complaint about a cream/brown motorhome being parked for long periods of time on Monte Video Ave. She claims that officers have gone out and spoken with the owner several times regarding this issue. She is upset and says that he still leaves the motorhome there, regardless of how many times officers speak with him. She thinks he is keeping it there for extra storage. Just passing on the info.

Thank you,

ATTACHMENT 1

Stephen Johnson|*Records Cadet*|**Records Division**

Placentia Police Department | 401 E. Chapman Ave., Placentia, CA 92870
Direct (714) 993-8101| Fax (714)996-2719| Email: sjohnson@placentia.org

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RV PARKING SURVEY

Single-Family Residential RV Storage

ITEM NO. 3.D

JULY 6, 2021

RV ORDINANCE SURVEY – LOCAL JURISDICTIONS

1. City of Fullerton
2. City of Yorba Linda
3. City of Brea
4. City of Anaheim
5. City of Orange
6. City of La Habra
7. City of Buena Park
8. City of Santa Ana
9. County of Orange

City	Permitted	Permit Req'd	RV, Campers, & Trailer Distinction	Locational Requirements				Paved Surface Required	Screening (excluding front yard)	Maximum Qty
				Front Yard	Street Side Yard	Side Yard	Rear Yard			
PLACENTIA	Y	Y	Y	Y	-	Y	Y	Y	-	N
FULLERTON	Y	N	N	Y	Y	Y	Y	-	Y	N
YORBA LINDA	Y	N	N	Y	N	Y	Y	Y	Y	N
BREA	Y	-	Y	Y	N	Y	Y	-	N	Y
ANAHEIM	Y	N	Y	Y	Y	Y	Y	Y	Y	N
ORANGE	Y	Y	Y	Y	Y	Y	Y	Y	Y	N
LA HABRA	Y	N	N	N	N	N	Y	-	-	N
BUENA PARK	Y	N	N	Y	-	Y	Y	Y	N	N
SANTA ANA	Y	N	N	N	N	Y	Y	-	Y	N
COUNTY OF ORANGE	Y	N	N	Y	Y	Y	Y	Y	Y	N
City Consistency	100%	11%	33%	78%	11%	89%	100%	55%	11%	89%

POLICY QUESTIONS

- Separate or identical development standards for motorized recreational vehicles versus non-motorized campers, trailers, or similar apparatuses.
- Apply restrictions on the widening of driveways to accommodate recreational vehicles.
- Establish a maximum percentage of paving within the front yard area for a single-family residentially zoned property.
- Permit for storage of recreational vehicles within the front yard area.
- Establish a maximum number of recreational vehicles and/or similar apparatuses within the front yard of a single-family residentially zoned property.
- Limit the ordinance to motorized RV or include non-motorized RV campers.
- Broaden the definition to include items as boats, trailers, jet skis, and utility trailers.

DISCUSSION & DIRECTION

REFERENCES

- **CITY OF FULLERTON** – FMC 15.17.030.Q – RV Requirements, Conditions of Permitted Uses - Parking and/or Storage of resident's recreational vehicles

- No permit required; no distinction between a RV or RV trailer (5th wheel)
- Permitted within the front of a residence as long as it doesn't demonstrate a vehicular traffic hazard.
- Shall not be parked in the front yard when there is an existing or other access leading to the rear yard that can accommodate the vehicle.
- Parking parallel to the front property line shall be prohibited except where a curved or circular driveway exists. In those cases, suitable screening of the recreational vehicle shall be provided.

- **CITY OF YORBA LINDA** – YLMC 18.10.100.C.4 – Residential Zones, Special Requirements

- No permit required; no distinction between a RV or RV trailer (5th wheel)
- Permitted within the front yard on a paved surface, oriented perpendicular to the street or on a paved surface along the interior side yard behind a 6-foot-high solid wall or fence (including a 6-foot solid gate(s))
- Inoperable, wrecked or dismantled vehicles are prohibited.

- **CITY OF BREA** – BMC 20.208.040.E.1.c – R-1 Single Family Residential Zone

- No permit required; distinction between RV or RV trailers (5th wheel)
- Permitted within the interior side and rear yards beyond the required front yard setback; prohibited along the street side yard.
- Permitted within the driveway, provided it isn't possible to park within a garage or carport, and space is not available in the side and rear yards.
- Shall not create a sight obstruction or safety hazard.
- Shall not be used for dwelling purposes, cooking isn't permitted at any time, and shall not be permanently connected to an electrical source, sewer line or water line.

- **CITY OF ANAHEIM** – AMC – 18.112.080.0807.C – Table 11, Single-Family Detached Residential

- No permit required, distinction between RV and RV trailers within the front yard area.
- Must be screened from public and private streets and located within permitted open parking spaces.

- **CITY OF ORANGE** – OMC 17.14.090.G, H, and I Yard Requirements

- Permit required within the front yard area on an ongoing basis; distinction between RV or RV trailers (5th wheel), but size limitations exist within the front yard.
- RVs allowed within a paved portion of a side and rear yard provided it is screen by a minimum 6-foot high fence or wall, and does not exceed the size limitation of recreational vehicle does not exceed thirty-six (36) feet in length and twelve (12) feet in height
- RV may not block ½ of required parking.
- Parking perpendicular to the street; must be kept in clean and orderly condition on a paved surface.
- No additional curb cuts allowed if access can reasonable be provided.
- The combined total of all paving within the front yard area shall not exceed sixty (60) percent of the entire front yard area.

REFERENCES

- **CITY OF FULLERTON** – FMC 15.17.030.Q – RV Requirements, Conditions of Permitted Uses - Parking and/or Storage of resident's recreational vehicles
  - No permit required; no distinction between a RV or RV trailer (5th wheel)
  - Permitted within the front of a residence as long as it doesn't demonstrate a vehicular traffic hazard.
  - Shall not be parked in the front yard when there is an existing or other access leading to the rear yard that can accommodate the vehicle.
  - Parking parallel to the front property line shall be prohibited except where a curved or circular driveway exists. In those cases, suitable screening of the recreational vehicle shall be provided.
- **CITY OF YORBA LINDA** – YLMC 18.10.100.C.4 – Residential Zones, Special Requirements
  - No permit required; no distinction between a RV or RV trailer (5th wheel)
  - Permitted within the front yard on a paved surface, oriented perpendicular to the street or on a paved surface along the interior side yard behind a 6-foot-high solid wall or fence (including a 6-foot solid gate(s))
  - Inoperable, wrecked or dismantled vehicles are prohibited.
- **CITY OF BREA** – BMC 20.208.040.E.1.c – R-1 Single Family Residential Zone
  - No permit required; no distinction between RV or RV trailers (5th wheel)
  - Permitted within the interior side and rear yards beyond the required front yard setback; prohibited along the street side yard.
  - Permitted within the driveway, provided it isn't possible to park within a garage or carport, and space is not available in the side and rear yards.
  - Shall not create a sight obstruction or safety hazard.
  - Shall not be used for dwelling purposes, cooking isn't permitted at any time, and shall not be permanently connected to an electrical source, sewer line or water line.
- **CITY OF ANAHEIM** – AMC – 18.112.080.0807.C – Table 11, Single-Family Detached Residential
  - No permit required, distinction between RV and RV trailers within the front yard area.
  - Must be screened from public and private streets and located within permitted open parking spaces.
- **CITY OF ORANGE** – OMC 17.14.090.G, H, and I Yard Requirements
  - Permit required within the front yard area on an ongoing basis; no distinction between RV or RV trailers (5th wheel), but size limitations exist within the front yard.
  - RVs allowed within a paved portion of a side and rear yard provided it is screen by a minimum 6-foot high fence or wall, and does not exceed the size limitation of recreational vehicle does not exceed thirty-six (36) feet in length and twelve (12) feet in height
  - RV may not block ½ of required parking.
  - Parking perpendicular to the street; must be kept in clean and orderly condition on a paved surface.
  - No additional curb cuts allowed if access can reasonable be provided.
  - The combined total of all paving within the front yard area shall not exceed sixty (60) percent of the entire front yard area.

REFERENCES

- **CITY OF LA HABRA** – 18.12.090, House Trailers, Trailers, Boats, and, Planes, C.
- No allowance for motor vehicles, trailers, and boats to be located within the front yard or interior/street side yard; the rear yard is afforded the ability to store the aforementioned vehicles.
- **CITY OF BUENA PARK** – BPMC 19.1108.050, Single Family Standards, Motor Vehicle Parking
- All parking of motor vehicles, non-motorized, recreational, and utility vehicles on a single-family lot or parcel shall occur within a garage, or carport, or upon an approved driveway, or other allowed paved parking area within the front yard, or within the side yard or rear yard.
- If parked in a side yard, a pedestrian access way shall be maintained on one side yard.
- Such non-motorized, recreational, and utility vehicles shall include but not be limited to trailers, campers, travel trailers, camper shells, boats and boat trailers, utility vehicles such as skip loaders, forklifts, and bobcats, fifth wheel vehicles, and all-terrain vehicles.
- **CITY OF SANTA ANA**
- According to Jill Arabe, Senior Planner, AICP, all RVs and RV trailers are required to be fully screened from public view, which means they are not allowed in any front yard or street side yard area.
- No permit required
- No portion of the RV or RV trailer can be visible from any vantage point from the public right-of-way.
- **COUNTY OF ORANGE** – OCC Section 3-13-6, Exemptions.
- May be located on a paved area outside of the required building setback area abutting a street, but excludes alleys.
- Requires screening by a 6-foot high permanent solid wall or fence.
- Exception to the rule is that an RV or RV trailer may be located on paved driveway connecting to a garage or carport with a public or private street.