



## **Regular Meeting Agenda November 16, 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**

On March 4, 2020, pursuant to California Government Code Section 8625, Governor Newsom declared a State of Emergency as a result of the threat of the COVID-19 virus.

On September 17, 2021, Governor Newsom signed AB 361, which went into immediate effect as urgency legislation. AB 361 added subsection (e) to Section 54953 to authorize legislative bodies to conduct remote meetings provided the legislative body makes specified findings. As of September 19, 2021 the COVID-19 pandemic had killed more than 67,612 Californians. Social distancing measures decrease the chance of the spread of COVID-19.

Given the health risks associated with COVID-19, please be advised that while the City Council Chambers are open to the public, some or all of the Placentia City Council Members may attend this meeting via teleconference. Those locations are not listed on the agenda and are not accessible to the public.

#### **How to Observe the Meeting**

To maximize public safety while maintaining transparency and public access, in addition to being open to the public, all City Council meetings are available to view live on AT&T U-verse (Channel 99), Spectrum (Channel 3), and online at [www.placentia.org/pctv](http://www.placentia.org/pctv).

#### **How to Submit Public Comment**

Members of the public may provide public comment in person or comments may be sent for City Council consideration by email to the City Clerk at [cityclerk@placentia.org](mailto:cityclerk@placentia.org). Please limit submitted comments to 200 words or less. Comments received before or during a Council meeting, until the close of the **Oral Communications** portion of the agenda, may not be read during the City Council meeting but will be summarized in the public record and are subject to the regular time limitations per speaker. Longer submittals will be included in the public record. If you are unable to provide your comments in writing, please contact the City Clerk's Office for assistance at (714) 993-8231.

#### **Americans with Disabilities Act Accommodation**

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office at [cityclerk@placentia.org](mailto:cityclerk@placentia.org) or by calling (714) 993-8231. Notification 48 hours prior to the meeting will generally enable City Staff to make reasonable arrangements to ensure accessibility while maintaining public safety. (28 CFR 35.102.35.104 ADA Title II)

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

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



## Regular Meeting Agenda November 16, 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](http://www.placentia.org), and at the Placentia Library Reference Desk. Persons who have questions concerning any agenda item may call the City Clerk's Office, (714) 993-8231, to make inquiry concerning the nature of the item described on the agenda.

### **Procedures for Addressing the Council/Board Members**

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

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

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

### **Special Accommodations**

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office at (714) 993-8231. Notification 48 hours prior to the meeting will generally enable City Staff to make reasonable arrangements to ensure accessibility.  
(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  
November 16, 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:**

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)(4):  
**CONFERENCE WITH LEGAL COUNSEL – Potential Initiation of Litigation**  
Significant Exposure to Litigation: (1 Case)
2. Pursuant to Government Code Section 54956.9 (d)(2):  
**CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation**  
Significant Exposure to Litigation: (4 Cases)
3. Pursuant to Government Code Section 54956.9 (d)(1):  
**CONFERENCE WITH LEGAL COUNSEL – Pending Litigation**  
Case No. 30-2019-01075154-CU-WT-CJC
4. 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 City Employees' Association (PCEA)  
Placentia Firefighters' Association (PFA)  
Placentia Police and Fire Management Association (PPFMA)  
Placentia Police Officers Association (PPOA)  
Unrepresented Employees

**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  
November 16, 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:** Sterling Bennett

**PLEDGE OF ALLEGIANCE:**

**PRESENTATIONS:**

1. **Certificate of Recognition to Placentia Resident Rosalina Davis**  
Presenter: Mayor Green  
Recipient: Rosalina Davis
  
2. **Certificates of Recognition to American Legion Boys and Girls State Program Participants**  
Presenter: Mayor Green  
Recipients: Sean Joo, Valencia High School  
Victoria Rodriquez, El Dorado High School  
Joshua Hockman, Valencia High School

**CLOSED SESSION REPORT:**

**CITY ADMINISTRATOR REPORT:**

**ORAL COMMUNICATIONS:**

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.n.):**

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

- 1.a. **Consideration to Waive Reading in Full of all Ordinances and Resolutions**  
Fiscal Impact: None  
Recommended Action: Approve
- 1.b. **Minutes**  
**City Council/Successor/ICDA/PPFA Regular Meeting: November 2, 2021**  
Recommended Action: Approve
- 1.c. **City Fiscal Year 2021-22 Register for November 16, 2021**  
**Check Register**  
Fiscal Impact: \$ 575,835.94  
**Electronic Disbursement Register**  
Fiscal Impact: \$ 655,920.40  
Recommended Action: It is recommended that the City Council:  
 1) Receive and file
- 1.d. **Making the Legally Required Findings to Continue to Authorize the Conduct of Remote "Telephonic" Meetings during the State of Emergency**  
Fiscal Impact: None  
Recommended Action: It is recommended that the City Council:  
 1) Approve Resolution R-2021-63, a Resolution of the City Council of the City of Placentia, California, making the legally required findings to continue to authorize the conduct of remote "telephonic" meetings during the state of emergency.
- 1.e. **Second Reading of Ordinance No. O-2021-09, Amending Chapter 10.34 (Camping and Storage of Personal Property) Of Title 10 (Peace, Morals and Safety) Of the Placentia Municipal Code**  
Fiscal Impact: None  
Recommended Action: It is recommended that the City Council:  
 1) Waive full reading, by title only, and adopt Ordinance No. O-2021-09, an Ordinance of the City Council of the City of Placentia, California, amending Chapter 10.34 (Camping and Storage of Personal Property) of Title 10 (Peace, Morals and Safety) of the Placentia Municipal Code.
- 1.f. **Professional Services Agreement for Landscape Architecture Services for the Kraemer Park Memorial Fountain and Plaza Renovation Project**  
Fiscal Impact: Appropriation: \$ 78,560 Professional Services Agreement  
 Budget: \$607,500 FY 2021-22 CIP Budget  
 Available Budget: \$607,500 Quimby In-Lieu Impact Fees (697202-6760)  
Recommended Action: It is recommended that the City Council:  
 1) Award a Professional Services Agreement for the Kraemer Memorial Park Fountain and Plaza Renovation Project to LRM Associates, Inc. for landscape architecture and fountain design services for a not-to-exceed amount of \$78,560; and  
 2) Authorize the City Administrator to approve contract change orders up to 10% of the contract not-to-exceed amount, or \$7,856; 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. **Measure M (M2) Expenditure Report for Fiscal Year 2020-21**  
Fiscal Impact: There is no direct fiscal impact associated with the recommended action.  
Recommended Action: It is recommended that the City Council:  
 1) Adopt Resolution No. R-2021-64, a Resolution of the City Council of the City of Placentia, California, concerning the Fiscal Year 2020-21 Measure M2 (M2) Expenditure Report for the City of Placentia.

- 1.h. **Construction Contract with Doty Brothers Inc. for an Emergency Repair of a Storm Drain Pipe**  
Fiscal Impact: Expense: \$ 30,851.26 Contract Amount  
 Budgeted: \$ 2,236,016.00 FY 2021-22 CIP Budget Project No. 1101  
 Available: \$ 1,304,395.43  
Recommended Action: It is recommended that the City Council:  
 1) Approve a Public Works Agreement with Doty Brothers, Inc. for the emergency repair of a storm drain line in the amount of \$30,851.26; and  
 2) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.
- 1.i. **Resolution Authorizing Temporary Suspension of Regulatory Ordinance Section 10.28.010 to Facilitate the Placentia Founders Society's Two (2) Special Events Scheduled for Thursday, December 2, 2021; and Sunday, December 4, 2021**  
Fiscal Impact: None  
Recommended Action: It is recommended that the City Council:  
 1) Adopt Resolution No. 2021-65, a Resolution of the City Council of the City of Placentia, California, authorizing the temporary suspension of regulatory Ordinance Section 10.28.010 of the Placentia Municipal Code to facilitate the Placentia Founders Society's two (2) special events scheduled for December 2 and December 4, 2021.
- 1.j. **Resolution Authorizing Temporary Suspension of Regulatory Ordinance Sections 23.76.050 and 10.28.010 for the Operation of the Tamale Festival Scheduled for Thursday, December 9, 2021**  
Fiscal Impact: Expense: \$12,000 Estimated General Fund Cost  
 Offsetting Revenue: \$ 8,000 Reimbursement from Placita Santa Fe Merchants  
Recommended Action: It is recommended that the City Council:  
 1) Approve the Placita Santa Fe Merchants Association Tamale Festival on December 9, 2021, contingent upon the Merchants Association continuing to work with City staff to obtain all appropriate permits and insurance, and agreeing to follow all City regulations for the event and to reimburse the City \$8,000 for approximately 67% of event costs; and  
 2) Adopt Resolution No. R-2021-66, a Resolution of the City Council of the City of Placentia, California, authorizing the temporary suspension of regulatory ordinance Sections 23.76.050 and 10.28.010 of the Placentia Municipal Code for the operation of the Tamale Festival on December 9, 2021 on the 100 and 200 Blocks of Santa Fe Avenue and the 200 Block of Bradford Avenue.
- 1.k. **Retirement and Ownership Transfer of Police Service Dog**  
Fiscal Impact: None  
Recommended Action: It is recommended that the City Council:  
 1) Approve the Release and Agreement to Defend, Indemnify and Hold Harmless authorizing the transfer of ownership of retired Police Service Dog Ace to Officer Austin Martinez; and  
 2) Authorize the City Administrator and/or his designee to execute an agreement with Officer Austin Martinez to purchase Police Service Dog Ace, in a form approved by the City Attorney.
- 1.l. **Approval of a Joint Agreement with the County of Orange for the New 800 MHz Countywide Coordinated Communication System (CCCS)**  
Fiscal Impact: Expense: \$ 60,075  
 Budgeted: \$ 46,000 FY 2021-22 General Fund Budget (103043-6137)  
 \$ 14,100 FY 2021-22 General Fund Budget (103066-6137)  
Recommended Action: It is recommended that the City Council:

- 1) Approve the re-written agreement to be included in the county's 800 MHz partnership with the County, 34 cities, the Orange County Fire Authority (OCFA), Orange County Transportation Authority, Orange County Lifeguards, Irvine Valley College Police Department, Santa Ana Unified School District Police Department, and Saddleback College Police Department; and
- 2) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

1.m. **Consideration of Extending Relaxation of Citywide Outdoor Regulations and On-Site Parking Requirements for Restaurants and Other Businesses**

Fiscal Impact: Nominal expenditures related to Staff review of outdoor business and encroachment permits and working with participating businesses. Unknown revenue resulting from sales tax from restaurants serving more customers than typical occupancy standards.

Recommended Action: It is recommended that the City Council:

- 1) If approved, Direct the City Administrator, acting as the Director of Emergency Services, to extend the Temporary Outdoor Dining Establishment program to assist businesses in the following ways:
  - a. Outdoor Use of Public and Private Property. For the purpose of allowing businesses to request an increase in the allowable public and private space available for business activities and outdoor dining: relax outdoor dining and outdoor business operation regulations, development standards and conditions of approval, and to establish regulations which allow outdoor consumption of alcohol at restaurants where indoor consumption of alcohol was already allowed until March 31, 2022 for Citywide Outdoor Dining Program businesses and June 30, 2022 for the Old Town Dining Program; and
  - b. Waive Fees. Waive the following fees until 11:59 p.m. on June 30, 2022:
    - i. Use of public space for outdoor business operations and outdoor dining; and
    - ii. Applications for a relaxation of outdoor business operations and outdoor dining regulations, including fees related to necessary Planning, Building and Fire permits; and
  - c. Parking. Allow a reduction in mandatory on-site parking on private property for increased outdoor business operations and outdoor dining space with a property owner's permission. In addition, extend the establishment of a 30-minute parking restriction for merchant curbside pick-up on City-owned property; and
  - d. Administration. Allow Staff to process these adjustments administratively. This includes making temporary administrative adjustments (i.e., reduction of enforcement on existing conditions of approval) to previously approved Use Permits and other entitlement mechanisms; and
  - e. Citywide Outdoor Dining. Authorize the City Administrator and/or his designee to execute all necessary documentation in a form approved by the City Attorney to extend the citywide temporary outdoor dining program for the purpose of allowing restaurants and other business activities to increase allowable public space available to adhere to the State's social distancing requirements in response to COVID-19 until March 31, 2022 and come back with analysis for City Council recommendation; and
  - f. Old Town Placentia Street Closure. Authorize the City Administrator and/or his designee to execute all necessary documentation in a form approved by the City Attorney to extend the temporary closure of Santa Fe Avenue to facilitate outdoor dining for the purpose of allowing restaurants to increase allowable public space available to adhere to the State's social distancing requirements in response to COVID-19 until June 30, 2022 and come back with analysis for formal City Council recommendation within 6 months.

1.n. **Memorandum of Understanding Terms Between the City and the Placentia City Employees' Association, Unrepresented Employees, and Placentia Police and Fire Management Association**

Fiscal Impact: Fiscal Year 2021-22 \$763,357 (Estimated)  
 Fiscal Year 2022-23 \$908,713 (Estimated)

Recommended Action: It is recommended that the City Council:

- 1) Approve the terms between the City and the Placentia Police and Fire Management Association; and
- 2) Approve the terms between the City and the Placentia City Employees Association and as applicable, to unrepresented employees; and
- 3) Authorize the City Administrator, to execute Memorandums of Understanding based upon the terms for PPFMA and PCEA on behalf of the City, in a form approved by the City's Labor Counsel.

**2. PUBLIC HEARING:**

2.a. **Public Hearing: Introduction and First Reading of Ordinance No. O-2021-12 Amending Chapter 8.04 (Solid Waste Collection) Of Title 8 (Health and Sanitation) Of the Placentia Municipal Code**

Fiscal Impact: There is no immediate or direct fiscal impact associated with the recommended actions.

Recommended Action: It is recommended that the City Council:

- 1) Open the public hearing concerning Ordinance No. O-2021-12; and
- 2) Receive the staff report and consider all public testimony; and
- 3) Close the public hearing; and
- 4) Find that the recommended actions are exempt from the California Environmental Quality Act ("CEQA") pursuant to Sections 15061(b)(3), 15060(c)(3), and 15378 of the CEQA Guidelines, Section 21065 of the Public Resources Code, and the City of Placentia Local Guidelines for implementing CEQA; and
- 5) Introduce for first reading, by title only, further reading waived, Ordinance No. O-2021-12, an Ordinance of the City Council of the City of Placentia, California, amending Chapter 8.04 (Solid Waste Collection) of Title 8 (Health and Sanitation) of the Placentia Municipal Code relating to solid waste recyclable materials and organic waste recycling requirements.

**3. REGULAR AGENDA:**

3.a. **Introduction and First Reading of Ordinance O-2021-13 Amending Chapter 3.08 of Title 3 of the Placentia Municipal Code**

Fiscal Impact: There is no immediate or direct fiscal impact associated with the recommended actions

Recommended Action: It is recommended that the City Council:

- 1) Introduce for first reading, by title only, further reading waived, Ordinance No. O-2021-13, an ordinance of the City Council of the City of Placentia, California, amending Chapter 3.08 of Title 3 of the Placentia Municipal Code to amend Section 3.08.085 establishing specific purchasing and contracting authority levels.

3.b. **First Quarter Budget Report**

<u>Fiscal Impact:</u>	<b>Fund</b>	<b>Revenues</b> (Including Transfers-In)	<b>Appropriations</b> (Including Capital & Transfers-Out)
	General Fund	(\$1,444,855)	(\$109,640)
	Measure U	\$1,062,000	\$424,800
	Special Revenue	\$5,515,170	\$4,052,820
	Capital Projects	\$1,642,057	\$131,895
	Enterprise Funds	-	(\$610,000)
	Internal Service	\$85,000	\$85,000
	<b>Total</b>	<b>\$6,859,372</b>	<b>\$3,974,875</b>

Recommended Action: It is recommended that the City Council:

- 1) Approve Resolution No. R-2021-67, a Resolution of the City Council of the City of Placentia, California, authorizing an amendment to the Fiscal Year 2021-22 Position Allocation Plan and Compensation Plan; and a budget amendment in Fiscal Year 2021-22 in compliance with City Charter of the City of Placentia Section 1206 pertaining to appropriations for actual expenditures.
- 2) Direct Staff to return to Council to finalize the City's American Rescue Plan Act.

3.c. **Approval of Plans and Specifications and Award of Construction Contract to Kana Pipeline Inc. and Dudek Corporation for Engineering Construction Support Services for the TOD/ Crowther Sewer Line Project**

<u>Fiscal Impact:</u> Expense:	\$ 5,445,645.90	<u>Total Construction Cost</u>
	\$ 4,696,973.63	Construction Contract
	\$ 469,697.36	Contingency Amount
	\$ 246,720.00	Construction Management
	\$ 32,255.00	Construction Support Services
Budget:	\$ 5,445,645.90	<u>Total Project Budget</u>
	\$ 3,829,676.56	(813811-6750) ARPA Funds
	\$ 1,615,969.00	(713811-6750) TOD Sewer Development Impact Fees

Recommended Action: It is recommended that the City Council:

- 1) Approve the Engineered Plans and Specifications prepared by Dudek for the TOD Crowther Sewer Line Project, City Project No. 3811; and
- 2) Approve a Public Works Agreement with Kana Pipeline Inc. for an amount not to exceed \$4,696,973.63; and
- 3) Authorize the City Administrator to approve Contract Change Orders up to 10% of the contract not-to-exceed amount, or \$469,697.00; and
- 4) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney; and
- 5) Approve a Professional Services Agreement with Dudek for an amount not to exceed \$32,255 to provide construction engineering support services for this project; and
- 6) Authorize the City Administrator to approve contract change orders for construction engineering support services up to 10% of the contract not-to-exceed amount, or \$3,225.00; and
- 7) Direct Staff to develop a General Services Development Impact Fee to replace the existing TOD Sewer Development Impact Fee Program to ensure that the City is fully reimbursed by all future TOD developers for covering the project funding shortfall with existing ARPA funds.

3.d. **Study Session: Local Campaign Finance Reform**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Receive and file the staff report and presentation; and
- 2) Ask any questions of Staff; and
- 3) Provide Staff with direction regarding the draft Local Campaign Finance Reform Ordinance and returning with the introduction of the Ordinance for the City Council's consideration.

**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, December 7, 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:

- 2nd Reading of Solid Waste Ordinance Amendment
- 2nd Reading of Modernization of Purchasing Policy Ordinance Amendment
- Reorganization of the City Council

### **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 November 16, 2021 meetings of the City Council, Successor Agency, Industrial Commercial Development Authority, and the Placentia Public Financing Authority was posted on November 10, 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  
November 2, 2021  
4:30 p.m. – City Council Chambers  
401 E. Chapman Avenue, Placentia, CA**

## **SPECIAL PROCEDURES NOTICE**

On March 4, 2020, pursuant to California Government Code Section 8625, Governor Newsom declared a State of Emergency as a result of the threat of the COVID-19 virus.

On September 17, 2021, Governor Newsom signed AB 361, which went into immediate effect as urgency legislation. AB 361 added subsection (e) to Section 54953 to authorize legislative bodies to conduct remote meetings provided the legislative body makes specified findings. As of September 19, 2021 the COVID-19 pandemic had killed more than 67,612 Californians. Social distancing measures decrease the chance of the spread of COVID-19.

Given the health risks associated with COVID-19, please be advised that while the City Council Chambers are open to the public, some or all of the Placentia City Council Members may attend this meeting via teleconference. Those locations are not listed on the agenda and are not accessible to the public.

### **How to Observe the Meeting**

To maximize public safety while maintaining transparency and public access, in addition to being open to the public, all City Council meetings are available to view live on AT&T U-verse (Channel 99), Spectrum (Channel 3), and online at [www.placentia.org/pctv](http://www.placentia.org/pctv).

### **How to Submit Public Comment**

Members of the public may provide public comment in person or comments may be sent for City Council consideration by email to the City Clerk at [cityclerk@placentia.org](mailto:cityclerk@placentia.org). Please limit submitted comments to 200 words or less. Comments received before or during a Council meeting, until the close of the **Oral Communications** portion of the agenda, may not be read during the City Council meeting but will be summarized in the public record and are subject to the regular time limitations per speaker. Longer submittals will be included in the public record. If you are unable to provide your comments in writing, please contact the City Clerk's Office for assistance at (714) 993-8231.

### **Americans with Disabilities Act Accommodation**

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office at [cityclerk@placentia.org](mailto:cityclerk@placentia.org) or by calling (714) 993-8231. Notification 48 hours prior to the meeting will generally enable City Staff to make reasonable arrangements to ensure accessibility while maintaining public safety. (28 CFR 35.102.35.104 ADA Title II)

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

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

**1. b.  
Nov. 16, 2021**

**CALL TO ORDER:** Mayor Green called the meeting to order at 4:30 p.m.

**ROLL CALL:**

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

**ORAL COMMUNICATIONS:**

Mayor Green opened Oral Communications for the Closed Session. City Clerk McKinnell stated that the City Clerk's Office had received no public comment for the Closed Session.

City Attorney Bettenhausen reported that there was an urgent walk-on item which the City Council was requested to consider during their Closed Session meeting and that a super majority vote in favor was required to add the item to the Closed Session agenda.

Motion by Shader, seconded by Smith, and carried a (4-0-0-1, Wanke abstained) vote to approve the consideration of the urgent walk-on item during the Closed Session, as recommended.

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: (3 Cases)
2. Pursuant to Government Code Section 54956.9 (d)(4):  
**CONFERENCE WITH LEGAL COUNSEL – Potential Initiation of Litigation**  
Significant Exposure to Litigation: (1 Case)
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 City Employees' Association (PCEA)  
Placentia Firefighters' Association (PFA)  
Placentia Police and Fire Management Association (PPFMA)  
Placentia Police Officers Association (PPOA)  
Unrepresented Employees
4. Pursuant to Government Code Section 54956.8  
**CONFERENCE WITH REAL PROPERTY NEGOTIATOR**  
Property: 1500 Cherry Street (APN: 341-511-01)  
Agency Negotiator: Damien R. Arrula, City Administrator  
Negotiating Parties: California Statewide Communities Development Authority  
Under Negotiations: Price and Terms of Payment

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

**CALL TO ORDER:** Mayor Green called the meeting to order at 7:15 p.m.

**ROLL CALL:**

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

**STAFF PRESENT:**

City Attorney/Authority Counsel Christian Bettenhausen; City Administrator Damien Arrula; Deputy City Administrator Rosanna Ramirez; Deputy City Administrator Luis Estevez; Interim Police Chief Brad Butts; Acting Fire Chief Jason Dobine; 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/Authority Counsel Bettenhausen stated that there was nothing to report from the Closed Session.

**CITY ADMINISTRATOR REPORT:**

City Administrator Arrula stated that there was no City Administrator report.

**ORAL COMMUNICATIONS:**

Placentia resident Meredith Castillo discussed the Placentia Heritage Festival and Parade and the hard work of the Heritage Committee, Staff, and volunteers. He congratulated and praised Interim Police Chief Butts.

City Attorney Bettenhausen interrupted Oral Communications to introduce an emergency item regarding the purchase of playground equipment for Parque del Arroyo Verde which required City Council approval to add to the agenda. He stated that the public should be allowed to comment on the item if they had thoughts about it.

City Administrator Arrula discussed the reasons the item was added after the agenda was posted and explained the urgency of considering the item at this meeting.

Motion by Shader, seconded by Smith, and carried a (5-0) vote to approve adding the item to the agenda for consideration, as recommended.

Oral Communications resumed.

Placentia resident Polly Pelonis expressed her concerns regarding the Placentia Fire and Life Safety Department and the safety of the residents of Placentia.

Julie Suchard discussed staff changes in the City, social media, and the salary and benefits of the City Administrator compared to other North Orange County City Managers.

Jeff Buchanan, Placentia resident, praised City Administrator Arrula and discussed changes in City staff and what he saw as attacks by union members to install fear in the residents of Placentia.

City Clerk McKinnell explained the process for electronic communications submitted to the City Clerk's Office by members of the public and noted that the City discourages emails sent by organizations. City Clerk McKinnell read into the record an electronic communication received by the City Clerk's Office from the following: the Placentia Firefighters Association regarding the Placentia Fire and Life Safety Department.

**CITY COUNCIL/BOARD MEMBER COMMENTS:**

Councilmember Shader mentioned her attendance at a luncheon in honor of former Placentia Police Chief Darin Lenyi. She expressed appreciation for the street rehabilitation taking place in south Placentia.

Councilmember Shader announced the Community Services Department, the Fire and Life Safety Department, and the Police Department would host a Holiday Toy Drive from November 8 through December 9, 2021. Gifts would be distributed to families in need in Placentia. Those interested in donating could drop off new unwrapped toys for children ages birth to 18 years at Fire Station 1, the Neighborhood Services Office, Fire Station 2, City Hall, or the Police Department. Those interested could contact the Neighborhood Services Office at (714) 986-2333.

Councilmember Smith reported his attendance at meetings of the Orange County Council of Governments (OCCOG), the Southern California Association of Government (SCAG), and a Halloween party at the Placentia Senior Center. He discussed delivering the City Council Proclamation of the 98<sup>th</sup> Anniversary of the Republic of Turkey to the Los Angeles residence of the Turkish Consul General.

Councilmember Smith announced that the Placentia Chamber of Commerce would host an Electronic Waste Recycling Event on November 6 and 7, 2021 from 9:00 a.m. to 3:00 p.m. at the Placentia Town Center. E-Waste was defined as any consumer electronic equipment that has reached its "end-of-life" or "end-of-usage," whether in full or non-working condition. Those interested could call (714) 528-1873 or visit [www.placentiachamber.com/e-waste/](http://www.placentiachamber.com/e-waste/).

Councilmember Smith noted that the Placentia K9 Foundation would hold a fundraising event on November 13, 2021 at Gina Maria's Pizzeria from 11:30 a.m. until 8:30 p.m.

Mayor Green announced that the City of Placentia would be hosting the 33rd Annual Veterans Day Observance Ceremony on Thursday, November 11, 2021 at 10:00 a.m. at the Placentia Civic Center. He stated that the City was grateful for the many sacrifices made by the men and women who have served our Country and in their honor all residents, veterans, and their families were invited to celebrate Veterans Day with the City. Special guest speakers, patriotic music, and the new Military Banner Recognition Program recipients would be included in the event program. In addition, the service members added to the veterans monument would be honored, and their name inscriptions unveiled. Those interested could call (714) 993-8211.

Mayor Green reminded everyone that the City would host a Shred Day Event on December 4, 2021 at City Hall.

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

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

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

Fiscal Impact: None

Recommended Action: Approve

**(Approved 5-0, as recommended)**

1.b. **Minutes**

**City Council/Successor/ICDA/PPFA Regular Meeting: October 19, 2021**

Recommended Action: Approve

**(Approved 5-0, as recommended)**

1.c. **City Fiscal Year 2021-22 Register for November 2, 2021**

**Check Register**

Fiscal Impact: \$2,375,494.99

**Electronic Disbursement Register**

Fiscal Impact: \$1,085,183.89

Recommended Action: It is recommended that the City Council:

1) Receive and file

**(Received and filed, as recommended)**

1.d. **Second Reading of Ordinance No. O-2021-10, Amending Chapter 13.48 (Stopping, Standing, or Parking) Of Title 13 (Vehicles and Traffic) to the Placentia Municipal Code Regarding On-Street Parking of Recreational Vehicles and Sleeping in Motor Vehicles**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Waive full reading, by title only, and adopt Ordinance No. O-2021-10, an Ordinance of the City Council of the City of Placentia, California, amending Chapter 13.48 (Stopping, Standing, or Parking) of Title 13 (Vehicles and Traffic) to the Placentia Municipal Code regarding on-street parking of recreational vehicles and sleeping in motor vehicles.

**(Approved 5-0, as recommended)**

1.e. **Award of Contract for HVAC Maintenance Services**

<u>Fiscal Impact:</u> Expense: \$ 22,043	Contract Cost for Seven Months
Budgeted: \$ 23,000	FY 2021-22 Operating Budget (103654-6290)
\$ 37,787	Future FY 2022-23 Operating Budget
\$ 37,787	Future FY 2023-24 Operating Budget
\$ 15,744	Future FY 2024-25 Operating Budget (Contract Cost for Five Months)

Recommended Action: It is recommended that the City Council:

- 1) Accept the bid submitted by F.M. Thomas Air Conditioning, Inc. and approve a Maintenance Services Agreement for HVAC Maintenance Services for a cumulative contract not-to-exceed amount of \$113,361.00 for an initial (3) year contract term starting November 2021, with the option to extend for one (1) additional two-year term; and
- 2) Reject all other bids received and authorize the return of the bid bonds; and
- 3) Authorize the City Administrator to approve contract change orders up to ten percent (10%) of the cumulative three-year contract amount, or \$11,336.10; and
- 4) Authorize the City Administrator to approve the eligible contract term extension for one (1) additional two-year term based upon contractor performance and at the discretion of the City; and
- 5) 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. **Approval of Resolution Affirming the City's Commitment to the Atwood Multipurpose Trail Project Submitted in the 2023 Federal Transportation Improvement Program (FTIP)**

Fiscal Impact: There is no fiscal impact associated with the recommended action.

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2021-62, a Resolution of the City Council of the City of Placentia, California, certifying that the City Of Placentia has the resources to fund the projects in the federal fiscal years ("FFY") 2022-23 to 2027-28 Transportation Improvement Program and affirms its commitment to implement all projects in the Program.

**(Approved 5-0, as recommended)**

2. **PUBLIC HEARING:** None

3. **REGULAR AGENDA:**

3.a. **Introduction and First Reading of Ordinance No. O-2021-09 Amending Chapter 10.34 (Camping and Storage of Personal Property) Of Title 10 (Peace, Morals and Safety) Of the Placentia Municipal Code**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Introduce for first reading, by title only, further reading waived, Ordinance No. O-2021-09, an Ordinance of the City Council of the City of Placentia, California, amending

- Chapter 10.34 (Camping and Storage of Personal Property) of Title 10 (Peace, Morals and Safety) of the Placentia Municipal Code; and
- 2) Find that the recommended actions are exempt from the California Environmental Quality Act ("CEQA") pursuant to Sections 15061(b)(3), 15060(c)(3), and 15378 of the CEQA Guidelines, Section 21065 of the Public Resources Code, and the City of Placentia Local Guidelines for implementing CEQA.
- (Approved 5-0 as recommended)**

City Administrator Arrula introduced Interim Chief of Police Butts who gave an overview of Ordinance O-2021-09 amending Placentia Municipal Code Chapter 10.34 (Camping and Storage of Personal Property) of Title 10 (Peace, Morals and Safety) which was originally presented to City Council at a public hearing on October 5, 2021. He noted that at the previous meeting City Council directed Staff and the City Attorney's Office to amend the ordinance to include clarifying references to living accommodations and habitation purposes within the definition of camp or camping. Interim Chief Butts highlighted other clarifications, enforcement, and exceptions.

Councilmember Shader thanked Interim Chief Butts for the clarifications and other changes to the proposed ordinance.

Councilmember Yamaguchi expressed his appreciation for the hard work of the Police Department staff and the City staff on the camping and parking ordinances.

Mayor Pro Tem Wanke thanked Staff and Interim Chief Butts for taking the time to address City Council's concerns.

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

3.b. **Discussion with City Council to Modernize City of Placentia Policy No. 430 Purchasing Policy**

Fiscal Impact: There is no immediate or direct fiscal impact associated with the recommended actions.

Recommended Action: It is recommended that the City Council:

- 1) Receive and file the staff report; and
- 2) Ask any questions of Staff; and
- 3) Provide Staff with policy direction relative to drafting of the Purchasing Policy and returning with a draft ordinance and public hearing for the City Council's consideration.

**(Approved 3-2 with direction provided, Yamaguchi and Wanke vote no.)**

City Administrator Arrula introduced Director of Finance Brown who provided a review of the proposed changes to the City's Purchasing Policy. The presentation included an overview of purchasing policy modernization goals, a summary of proposed changes a survey of Orange County cities and their City Administrator/Manager contracting authority, an adjustment for changes in the Consumer Price Index (CPI), and Staff recommendations.

Councilmember Shader expressed appreciation for the clarifications provided in the language of the policy and expressed support for increasing the City Administrator's purchasing authority.

Councilmember Smith expressed appreciation for the proposed modernization of the purchasing policy and the checks and balances included in the policy and expressed support for the City Administrator's purchasing authority to be increased to \$45,000 or \$50,000.

Councilmember Yamaguchi expressed reservations regarding increasing the purchasing policy of the City Administrator due to his experience with the City's past embezzlement. He stated that he would be comfortable increasing the City Administrator's purchasing authority to \$30,000 or \$35,000.

Mayor Pro Tem Wanke suggested that City Council should be given a monthly list of agreements signed under the City Administrator's authority and questioned the population spread chosen for comparison in the presentation. He expressed concern regarding the lack of opportunities for the anonymous reporting of incidences of fraud in the City government. He stated that the City was at a point where particular

care was required in action and perception and that it was not the time to change the City Administrator's purchasing authority. He asked for changes to the Conflict of Interest requirements in Section 3 of the Purchasing Policy to include consultants and contractors.

City Attorney Bettenhausen provided information on the City's Conflict of Interest Code.

Councilmember Yamaguchi pointed out an inherent conflict of interest with subcontractors of consultants or contractors.

A brief discussion followed regarding consultants, contract wording, and conflict of interest Policy No. 352.

Motion by Wanke, seconded by Yamaguchi, and vote was 2-3 against, (Shader, Smith, and Green voted no) to defeat the motion to make no change to the City Administrator's purchasing authority.

Motion by Shader, seconded by Smith, and carried a (3-2, Yamaguchi and Wanke voted no) vote to approve Item 3.b., and amend the City Administrator's purchasing authority to \$40,000.

Councilmember Yamaguchi questioned an item on page 4 of the proposed policy and after a brief discussion clarification was given.

An emergency walk-on item approved by City Council earlier was considered.

3.c. **Approval of the Playground Equipment Purchase for the Parque Del Arroyo Verde Renovation, CIP Project No. 7902**

Fiscal Impact: Budgeted: \$ 1,500,000 (637902-6185)  
Available Budget: \$ 1,500,000 (637902-6185)  
Appropriation: \$ 338,650

Recommended Action: It is recommended that the City Council:

- 1) Approve the purchase of the Parque del Arroyo Verde playground equipment and site furnishings utilizing the budgeted CIP funding in Fiscal Year 2021-2022 for project 7902; 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)**

City Administrator Arrula gave a brief overview of the item and introduced Director of Community Services Crocker who provided a report on the urgent need to approve the purchase of playground equipment for the Parque del Arroyo Verde renovation. She stressed that the City would have a significant savings if the purchase agreement was signed before a price increase by the manufacturer on November 3, 2021.

Councilmember Shader thanked Director Crocker and expressed support for approving the item.

Councilmember Smith expressed support for approving the item.

Mayor Pro Tem Wanke thanked Director Crocker and expressed support for approving the item.

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

**CITY COUNCIL/BOARD MEMBERS REQUESTS:**

Mayor Pro Tem Wanke urged Staff to research the fraud hotline both online and by phone and restore the service.

City Attorney Bettenhausen noted that the City Council had one (1) Closed Session item that was not discussed and City Council would adjourn to a resumed Closed Session for discussion.

**ADJOURNMENT:**

The City Council/Successor Agency/ICDA/PPFA Board of Directors adjourned to a resumed Closed Session in the City Council Caucus Room at 8:45 p.m.

**CALL TO ORDER:** The meeting resumed at 9:44 p.m.

**CLOSED SESSION REPORT:**

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

**ADJOURNMENT:**

The City Council/Successor Agency/ICDA/PPFA Board of Directors adjourned at 9:45 p.m. to a regular City Council meeting on Tuesday, November 16, 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 11/16//2021

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
------	----------------	-------------	---------------------	----------	--------	----------	------	---------	------------

**Grand Total: 576,079.21**

<u>Check Totals by ID</u>	
AP	576,079.21
EP	0.00
IP	0.00
OP	0.00

**Void Total: 243.27**  
**Check Total: 575,835.94**

Fund Name	<u>Check Totals by Fund</u>
101-General Fund (0010)	406,341.12
208-Scssr Agency Ret Oblg (0054)	105.96
210-Measure M (0018)	15,130.36
211-PEG Fund (0058)	10.62
225-Asset Seizure (0021)	25,277.72
231-Placentia Reg Nav Cent(0078)	197.96
242-City Pub Sfty Impct Fee (0067)	18,937.34
260-Street Lighting Distrct (0028)	41,631.01
265-Landscape Maintenance (0029)	14,279.25
275-Sewer Maintenance (0048)	811.80
280-Misc Grants Fund (0050)	14,911.00
302-Public Financing Autho(0082)	31,500.00
501-Refuse Administration (0037)	513.34
601-Employee Health & Wlfre (0039)	4,120.46
605-Risk Management (0040)	1,661.00
701-Special Deposits (0044)	407.00

**Check Total: 575,835.94**



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 11/09/2021**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
RV	LOMELI, CATHY V011463	FD CONF PER DIEM, TRANSPORTATI	103066-6250 Staff Training	AP102921	243.27	101921		00109333	10/29/2021
<b>Check Total:</b>					<b>243.27</b>				
<b>Type Total:</b>					<b>243.27</b>				
<b>Void Total:</b>					<b>243.27</b>				

**City of Placentia  
Check Register  
For 11/09/2021**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	ADAMSON POLICE V007539	BALLISTIC VEST - DAVIS	103041-6360 Uniforms	AP102921	848.00	INV363103		00109304	10/29/2021
					<b>Check Total:</b>	<b>848.00</b>			
MW OH	AIR EXCHANGE INC V011544	HOSE EXHAUST REPAIRS	103066-6290 Dept. Contract Services	AP102921	398.87	91605514		00109305	10/29/2021
					<b>Check Total:</b>	<b>398.87</b>			
MW OH	ALL CITY MANAGEMENT V000005	9/5-18 CROSSING GUARD SVS	103047-6290 Dept. Contract Services	AP102921	3,346.20	71736	P12137	00109306	10/29/2021
					<b>Check Total:</b>	<b>3,346.20</b>			
MW OH	ANAHEIM FULLERTON V006631	AUG TOWING SERVICES	103047-6181 Towing Services	AP102921	185.00	21-0805-6859		00109307	10/29/2021
MW OH	ANAHEIM FULLERTON V006631	AUG TOWING SERVICES	103047-6181 Towing Services	AP102921	185.00	21-0810-6963		00109307	10/29/2021
MW OH	ANAHEIM FULLERTON V006631	AUG TOWING SERVICES	103047-6181 Towing Services	AP102921	101.75	21-0810-6977		00109307	10/29/2021
MW OH	ANAHEIM FULLERTON V006631	AUG TOWING SERVICES	103047-6181 Towing Services	AP102921	101.75	21-0811-6990		00109307	10/29/2021
MW OH	ANAHEIM FULLERTON V006631	AUG TOWING SERVICES	103047-6181 Towing Services	AP102921	185.00	21-0823-7371		00109307	10/29/2021
MW OH	ANAHEIM FULLERTON V006631	AUG TOWING SERVICES	103047-6181 Towing Services	AP102921	185.00	21-0826-7445		00109307	10/29/2021
MW OH	ANAHEIM FULLERTON V006631	AUG TOWING SERVICES	103047-6181 Towing Services	AP102921	185.00	21-0826-7457		00109307	10/29/2021
MW OH	ANAHEIM FULLERTON V006631	AUG TOWING SERVICES	103047-6181 Towing Services	AP102921	101.75	21-0827-7488		00109307	10/29/2021
MW OH	ANAHEIM FULLERTON V006631	AUG TOWING SERVICES	103047-6181 Towing Services	AP102921	185.00	21-0828-7535		00109307	10/29/2021
					<b>Check Total:</b>	<b>1,415.25</b>			
MW OH	AT&T	SEPT-OCT PHONE CHARGES	296561-6215	AP102921	1,172.65	100121		00109308	10/29/2021

**City of Placentia**  
**Check Register**  
**For 11/09/2021**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V004144		Telephone						
MW OH	AT&T V004144	SEPT-OCT PHONE CHARGES	109595-6215 Telephone	AP102921	6,999.18	100121		00109308	10/29/2021
MW OH	AT&T V004144	SEPT-OCT PHONE CHARGES	109595-6215 / 21008-6215 Telephone	AP102921	9.73	100121		00109308	10/29/2021
<b>Check Total:</b>					<b>8,181.56</b>				
MW OH	AT&T V011041	10/11-11/10 CH INTERNET, VOICE	109595-6215 Telephone	AP102921	1,199.83	6054315601		00109309	10/29/2021
<b>Check Total:</b>					<b>1,199.83</b>				
MW OH	BEE MAN, THE V000117	8/10 BEE REMOVAL SVS	103655-6130 Repair & Maint/Facilities	AP102921	324.00	115496		00109310	10/29/2021
<b>Check Total:</b>					<b>324.00</b>				
MW OH	CITY OF ANAHEIM V010186	9/15-10/15 ELECTRICAL CHARGES	109595-6330 Electricity	AP102921	63.56	101921		00109311	10/29/2021
<b>Check Total:</b>					<b>63.56</b>				
MW OH	CLEAR CHOICE LIEN SALES V005847	SEPT LIEN SERVICES	103047-6182 Lien Services	AP102921	50.00	231 9/9/21		00109312	10/29/2021
MW OH	CLEAR CHOICE LIEN SALES V005847	SEPT LIEN SERVICES	103047-6182 Lien Services	AP102921	50.00	235 9/15/21		00109312	10/29/2021
MW OH	CLEAR CHOICE LIEN SALES V005847	SEPT LIEN SERVICES	103047-6182 Lien Services	AP102921	75.00	247 9/30/21		00109312	10/29/2021
MW OH	CLEAR CHOICE LIEN SALES V005847	SEPT LIEN SERVICES	103047-6182 Lien Services	AP102921	45.00	3828 9/24/21		00109312	10/29/2021
MW OH	CLEAR CHOICE LIEN SALES V005847	SEPT LIEN SERVICES	103047-6182 Lien Services	AP102921	15.00	6428 9/15/21		00109312	10/29/2021
MW OH	CLEAR CHOICE LIEN SALES V005847	SEPT LIEN SERVICES	103047-6182 Lien Services	AP102921	15.00	6440 9/30/21		00109312	10/29/2021
<b>Check Total:</b>					<b>250.00</b>				
MW OH	COMLOCK	KEYS & KEYRINGS	103654-6301	AP102921	31.68	833889		00109313	10/29/2021

**City of Placentia  
Check Register  
For 11/09/2021**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V003166		Special Department Supplies						
MW OH	COMLOCK V003166	KEYS	103654-6301 Special Department Supplies	AP102921	21.45	833941		00109313	10/29/2021
<b>Check Total:</b>					<b>53.13</b>				
MW OH	COMMERCIAL AQUATIC V005203	SEPT GOMEZ POOL MAINT	103654-6290 Dept. Contract Services	AP102921	1,998.00	I21-5372	P12112	00109314	10/29/2021
MW OH	COMMERCIAL AQUATIC V005203	SEPT WHITTEN POOL MAINT	103654-6290 Dept. Contract Services	AP102921	1,998.00	I21-5373	P12112	00109314	10/29/2021
MW OH	COMMERCIAL AQUATIC V005203	SEPT FOUNTAIN MAINT	103654-6290 Dept. Contract Services	AP102921	350.40	I21-5379	P12112	00109314	10/29/2021
MW OH	COMMERCIAL AQUATIC V005203	SEPT FOUNTAIN MAINT - LIBRARY	103654-6290 / 21008-6290 Dept. Contract Services	AP102921	249.60	I21-5379	P12112	00109314	10/29/2021
<b>Check Total:</b>					<b>4,596.00</b>				
MW OH	COUNTY OF ORANGE V008881	OCT AFIS SERVICES	103040-6290 Dept. Contract Services	AP102921	2,015.00	SH 60171	P12141	00109315	10/29/2021
MW OH	COUNTY OF ORANGE V008881	SEPT OCATS SERVICES	103043-6099 Professional Services	AP102921	1,104.51	SH 60221	P12142	00109315	10/29/2021
<b>Check Total:</b>					<b>3,119.51</b>				
MW OH	CRON & ASSOC V001603	TRANSCRIPTION SVS DR 19-04367	103042-6290 Dept. Contract Services	AP102921	1,845.00	6156		00109316	10/29/2021
<b>Check Total:</b>					<b>1,845.00</b>				
MW OH	DATA TICKET INC. V006119	AUG CODE CITE PROCESSING SVS	102533-6290 Dept. Contract Services	AP102921	945.00	128906		00109317	10/29/2021
<b>Check Total:</b>					<b>945.00</b>				
MW OH	DEPARTMENT OF JUSTICE V000213	SEPT LIVESCAN PROCESSING	101512-6099 Professional Services	AP102921	686.00	537700		00109318	10/29/2021
MW OH	DEPARTMENT OF JUSTICE V000213	SEPT LIVESCAN PROCESSING	0044-2054 FBI Livescan	AP102921	119.00	537700		00109318	10/29/2021
MW OH	DEPARTMENT OF JUSTICE	SEPT LIVESCAN PROCESSING	0044-2053	AP102921	288.00	537700		00109318	10/29/2021

**City of Placentia  
Check Register  
For 11/09/2021**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
	V000213		DOJ Livescan					
				<b>Check Total:</b>	<b>1,093.00</b>			
MW OH	EMS ESCHEDULE INC V012056	DISPATCH SCHEDULING SOFTWARE	E101523-6136 Software Maintenance	AP102921	1,200.00 5156		00109319	10/29/2021
				<b>Check Total:</b>	<b>1,200.00</b>			
MW OH	FIFTH AVENUE CLEANERS V010431	SEPT PD DRY CLEANING SVS	103040-6290 Dept. Contract Services	AP102921	660.52 SEPTEMBER 21		00109320	10/29/2021
				<b>Check Total:</b>	<b>660.52</b>			
MW OH	FIRE SMART PROMOTIONS V011548	JR FIREFIGHTER HATS, STICKERS	103066-6401 Community Programs	AP102921	1,261.50 111918		00109321	10/29/2021
				<b>Check Total:</b>	<b>1,261.50</b>			
MW OH	GALLS LLC V000438	STARS FOR PD CHIEFS UNIFORM	103040-6360 Uniforms	AP102921	18.31 19296219		00109322	10/29/2021
				<b>Check Total:</b>	<b>18.31</b>			
MW OH	GARZA, FRANK V009321	PD TRAINING MEALS, MILEAGE	213041-6250 Staff Training	AP102921	40.48 FG101421MM		00109323	10/29/2021
				<b>Check Total:</b>	<b>40.48</b>			
MW OH	GOLDEN STATE WATER V000928	AUG-OCT WATER CHARGES	109595-6335 Water	AP102921	17,474.20 101121		00109324	10/29/2021
MW OH	GOLDEN STATE WATER V000928	AUG-OCT WATER CHARGES	296561-6335 Water	AP102921	855.39 101121		00109324	10/29/2021
				<b>Check Total:</b>	<b>18,329.59</b>			
MW OH	HAZ PARTY RENTALS V000462	TABLE & CHAIR RENTAL	101512-6301 Special Department Supplies	AP102921	217.00 42221		00109325	10/29/2021
				<b>Check Total:</b>	<b>217.00</b>			
MW OH	HERC RENTALS INC V010786	STUMP GRINDER RENTAL	103654-6170 Equipment & Tool Rental	AP102921	239.05 32389465-001		00109326	10/29/2021
MW OH	HERC RENTALS INC V010786	STUMP GRINDER RENTAL	103654-6170 Equipment & Tool Rental	AP102921	272.08 32392399-001		00109326	10/29/2021

**City of Placentia  
Check Register  
For 11/09/2021**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
					<b>Check Total:</b>	<b>511.13</b>			
MW OH	ICMA RETIREMENT TRUST V010029	ICMA-401 P/E 10/16 PD 10/22	0010-2170 Deferred Comp Payable - ICMA	AP102921	7,468.76	PR2101021A		00109327	10/29/2021
MW OH	ICMA RETIREMENT TRUST V010029	ICMA P/E 10/16 PD 10/22	0048-2170 Deferred Comp Payable - ICMA	AP102921	50.00	PR210121		00109327	10/29/2021
MW OH	ICMA RETIREMENT TRUST V010029	ICMA P/E 10/16 PD 10/22	0037-2170 Deferred Comp Payable - ICMA	AP102921	75.00	PR210121		00109327	10/29/2021
MW OH	ICMA RETIREMENT TRUST V010029	ICMA P/E 10/16 PD 10/22	0010-2170 Deferred Comp Payable - ICMA	AP102921	2,491.67	PR210121		00109327	10/29/2021
MW OH	ICMA RETIREMENT TRUST V010029	ICMA P/E 10/16 PD 10/22	0029-2170 Deferred Comp Payable - ICMA	AP102921	10.00	PR210121		00109327	10/29/2021
MW OH	ICMA RETIREMENT TRUST V010029	ICMA P/E 10/16 PD 10/22	0054-2170 Deferred Comp Payable - ICMA	AP102921	8.00	PR210121		00109327	10/29/2021
					<b>Check Total:</b>	<b>10,103.43</b>			
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 10/16 PD 10/22	0037-2131 Employer PARS/ARS Payable	AP102921	67.69	PR2101021		00109328	10/29/2021
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 10/16 PD 10/22	0037-2131 Employer PARS/ARS Payable	AP102921	228.26	PR2101021		00109328	10/29/2021
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 10/16 PD 10/22	0029-2131 Employer PARS/ARS Payable	AP102921	20.96	PR2101021		00109328	10/29/2021
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 10/16 PD 10/22	0010-2131 Employer PARS/ARS Payable	AP102921	592.31	PR2101021		00109328	10/29/2021
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 10/16 PD 10/22	0048-2131 Employer PARS/ARS Payable	AP102921	100.45	PR2101021		00109328	10/29/2021
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 10/16 PD 10/22	0054-2131 Employer PARS/ARS Payable	AP102921	4.04	PR2101021		00109328	10/29/2021
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 10/16 PD 10/22	0054-2131 Employer PARS/ARS Payable	AP102921	48.35	PR2101021		00109328	10/29/2021
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 10/16 PD 10/22	0048-2131 Employer PARS/ARS Payable	AP102921	48.35	PR2101021		00109328	10/29/2021

**City of Placentia  
Check Register  
For 11/09/2021**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 10/16 PD 10/22	0010-2131 Employer PARS/ARS Payable	AP102921	1,121.77	PR2101021		00109328	10/29/2021
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 10/16 PD 10/22	0010-2131 Employer PARS/ARS Payable	AP102921	825.92	PR2101021		00109328	10/29/2021
MW OH	JOHN HANCOCK USA-PARS V010625	PARS P/E 10/16 PD 10/22	0054-2131 Employer PARS/ARS Payable	AP102921	25.13	PR2101021		00109328	10/29/2021
<b>Check Total:</b>					<b>3,083.23</b>				
MW OH	JONES & MAYER V009822	AUG LEGAL SERVICES	101005-6005 Legal Services	AP102921	286.00	105337		00109329	10/29/2021
MW OH	JONES & MAYER V009822	AUG LITIGATION SERVICES	101005-6006 Litigation	AP102921	44.69	105339		00109329	10/29/2021
MW OH	JONES & MAYER V009822	AUG LEGAL SERVICES	101005-6005 Legal Services	AP102921	2,327.04	105340		00109329	10/29/2021
MW OH	JONES & MAYER V009822	AUG LEGAL SERVICES	101005-6005 Legal Services	AP102921	663.97	105342		00109329	10/29/2021
MW OH	JONES & MAYER V009822	AUG LITIGATION SERVICES	101005-6006 Litigation	AP102921	22.34	105347		00109329	10/29/2021
MW OH	JONES & MAYER V009822	AUG LITIGATION SERVICES	101005-6006 Litigation	AP102921	8,535.41	105348		00109329	10/29/2021
MW OH	JONES & MAYER V009822	AUG LEGAL SERVICES	101005-6005 Legal Services	AP102921	132.08	105350		00109329	10/29/2021
MW OH	JONES & MAYER V009822	AUG LEGAL SERVICES	101005-6005 Legal Services	AP102921	62.25	105351		00109329	10/29/2021
MW OH	JONES & MAYER V009822	AUG LEGAL SERVICES	101005-6005 Legal Services	AP102921	497.95	105352		00109329	10/29/2021
MW OH	JONES & MAYER V009822	AUG LEGAL SERVICES	101005-6005 Legal Services	AP102921	1,680.60	105354		00109329	10/29/2021
MW OH	JONES & MAYER V009822	AUG LEGAL RETAINER	101005-6005 Legal Services	AP102921	49,042.42	105492		00109329	10/29/2021
MW OH	JONES & MAYER	SEPT LEGAL RETAINER	101005-6005	AP102921	28,315.17	105835		00109329	10/29/2021

**City of Placentia**  
**Check Register**  
**For 11/09/2021**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V009822		Legal Services						
MW OH	JONES & MAYER V009822	SEPT LITIGATION SERVICES	101005-6006 Litigation	AP102921	245.78	105843		00109329	10/29/2021
MW OH	JONES & MAYER V009822	SEPT LEGAL SERVICES	101005-6005 Legal Services	AP102921	2,078.44	105844		00109329	10/29/2021
MW OH	JONES & MAYER V009822	SEPT LEGAL SERVICES	101005-6005 Legal Services	AP102921	269.73	105846		00109329	10/29/2021
MW OH	JONES & MAYER V009822	SEPT LITIGATION SERVICES	101005-6006 Litigation	AP102921	647.96	105853		00109329	10/29/2021
MW OH	JONES & MAYER V009822	SEPT LITIGATION SERVICES	101005-6006 Litigation	AP102921	335.15	105854		00109329	10/29/2021
MW OH	JONES & MAYER V009822	SEPT LEGAL SERVICES	101005-6005 Legal Services	AP102921	54.70	105857		00109329	10/29/2021
MW OH	JONES & MAYER V009822	SEPT LEGAL SERVICES	101005-6005 Legal Services	AP102921	290.49	105858		00109329	10/29/2021
MW OH	JONES & MAYER V009822	SEPT LEGAL SERVICES	101005-6005 Legal Services	AP102921	449.28	105859		00109329	10/29/2021
MW OH	JONES & MAYER V009822	SEPT LEGAL SERVICES	101005-6005 Legal Services	AP102921	1,327.88	105861		00109329	10/29/2021
MW OH	JONES & MAYER V009822	SEPT LEGAL SERVICES	101005-6005 Legal Services	AP102921	165.98	105863		00109329	10/29/2021
MW OH	JONES & MAYER V009822	OCT LEGAL SERVICES	101005-6005 Legal Services	AP102921	43,737.11	106089		00109329	10/29/2021
<b>Check Total:</b>					<b>141,212.42</b>				
MW OH	LANGUS PIKE AND V012047	CRITICAL INCIDENT FOLLOW-UP	103040-6299 Other Purchased Services	AP102921	500.00	SEPTEMBER 21		00109330	10/29/2021
<b>Check Total:</b>					<b>500.00</b>				
MW OH	LEGAL SHIELD V008104	SEPT LEGAL SERVICES	0010-2192 Police Legal Services	AP102921	101.91	SEPTEMBER 21		00109331	10/29/2021
MW OH	LEGAL SHIELD	SEPT LEGAL SERVICES	0048-2192	AP102921	16.64	SEPTEMBER 21		00109331	10/29/2021

**City of Placentia  
Check Register  
For 11/09/2021**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V008104		Police Legal Services						
				<b>Check Total:</b>	<b>118.55</b>				
MW OH	LN CURTIS & SONS V011267	PD UNIFORM JACKET - ODOM	103043-6360 Uniforms	AP102921	154.37	INV530417		00109332	10/29/2021
MW OH	LN CURTIS & SONS V011267	PD UNIFORM - SALGADO	103043-6360 Uniforms	AP102921	62.29	INV532691		00109332	10/29/2021
				<b>Check Total:</b>	<b>216.66</b>				
MW OH	MYSTERY RANCH LTD V011944	HOT SPEED PACKS	103066-6361 Personal Protection Equipment	AP102921	3,402.00	IN151564	P12253	00109334	10/29/2021
				<b>Check Total:</b>	<b>3,402.00</b>				
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP102921	83.63	68669		00109335	10/29/2021
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP102921	138.20	68678		00109335	10/29/2021
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	102531-6315 Office Supplies	AP102921	7.80	68687		00109335	10/29/2021
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	102532-6315 Office Supplies	AP102921	7.81	68687		00109335	10/29/2021
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	102531-6315 Office Supplies	AP102921	10.65	68692		00109335	10/29/2021
MW OH	OFFICE INDUSTRIES V007477	PAPER	109595-6315 Office Supplies	AP102921	170.56	68699		00109335	10/29/2021
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP102921	71.60	B68669-1		00109335	10/29/2021
				<b>Check Total:</b>	<b>490.25</b>				
MW OH	ORIGINAL HEMS V011450	PD UNIFORM ALTERATIONS	103043-6360 Uniforms	AP102921	6.00	139605		00109336	10/29/2021
				<b>Check Total:</b>	<b>6.00</b>				
MW OH	PARKHOUSE TIRE INC	TIRES	103658-6134	AP102921	92.17	1020247312		00109337	10/29/2021

**City of Placentia  
Check Register  
For 11/09/2021**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V004472		Vehicle Repair & Maintenance						
MW OH	PARKHOUSE TIRE INC V004472	TIRES	103658-6134 Vehicle Repair & Maintenance	AP102921	94.74	1020247421		00109337	10/29/2021
				<b>Check Total:</b>	<b>186.91</b>				
MW OH	PARS V006999	AUG PARS ARS FEES	395083-6025 Third Party Administration	AP102921	816.30	49105		00109338	10/29/2021
MW OH	PARS V006999	AUG PARS REP FEES	395083-6025 Third Party Administration	AP102921	400.00	49177		00109338	10/29/2021
				<b>Check Total:</b>	<b>1,216.30</b>				
MW OH	PERRIN, PAUL L V010648	PRE-EMPLOYMENT POLYGRAPH	103040-6099 Professional Services	AP102921	235.00	21-08		00109339	10/29/2021
				<b>Check Total:</b>	<b>235.00</b>				
MW OH	PLACENTIA CHAMBER OF V000772	STATE OF THE CITY-PD REG	103040-6245 Meetings & Conferences	AP102921	225.00	13643		00109340	10/29/2021
				<b>Check Total:</b>	<b>225.00</b>				
MW OH	QUADIENT FINANCE USA INC V011439	POSTAGE MACHINE FUNDS	109595-6325 Postage	AP102921	5,010.00	101221		00109341	10/29/2021
				<b>Check Total:</b>	<b>5,010.00</b>				
MW OH	SANCHEZ, ERIN V012058	PD UNIFOM ALTERATIONS	103043-6360 Uniforms	AP102921	32.00	139319		00109342	10/29/2021
				<b>Check Total:</b>	<b>32.00</b>				
MW OH	SECO ELECTRIC & LIGHTING V010182	CAR CHARGING STATION REPAIRS	103654-6130 Repair & Maint/Facilities	AP102921	230.00	6799		00109343	10/29/2021
MW OH	SECO ELECTRIC & LIGHTING V010182	LED POLE LAMPS	103654-6130 Repair & Maint/Facilities	AP102921	561.33	6827		00109343	10/29/2021
				<b>Check Total:</b>	<b>791.33</b>				
MW OH	SO CAL GAS V000909	SEPT-OCT GAS CHARGES	109595-6340 Natural Gas	AP102921	804.24	101821		00109344	10/29/2021
				<b>Check Total:</b>	<b>804.24</b>				

**City of Placentia  
Check Register  
For 11/09/2021**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	SOUTH COAST AQMD V001190	FUEL SYSTEM PERMIT	103654-6257 Licenses & Permits	AP102921	260.22	3862206		00109345	10/29/2021
MW OH	SOUTH COAST AQMD V001190	GENERATOR & EMISSIONS PERMITS	103654-6257 Licenses & Permits	AP102921	142.59	3863337		00109345	10/29/2021
					<b>Check Total:</b>	<b>402.81</b>			
MW OH	SPARKLETTS V000967	SEPT CH COFFEE, WATER SVS	109595-6301 Special Department Supplies	AP102921	3,935.47	4106122 091721	P12254	00109346	10/29/2021
					<b>Check Total:</b>	<b>3,935.47</b>			
MW OH	TIME WARNER CABLE V004450	10/12-11/11 BACKS BLDG INTERNE	109595-6215 Telephone	AP102921	264.98	0629685101221		00109347	10/29/2021
					<b>Check Total:</b>	<b>264.98</b>			
MW OH	TURBO DATA SYSTEMS INC V001238	SEPT PD CITATION PROCESSING	103047-6290 Dept. Contract Services	AP102921	2,059.48	35980	P12173	00109348	10/29/2021
					<b>Check Total:</b>	<b>2,059.48</b>			
MW OH	UNIQUE PRINTING V010259	PD FORMS - PRINTING SVS	103041-6301 Special Department Supplies	AP102921	1,248.68	43290		00109349	10/29/2021
					<b>Check Total:</b>	<b>1,248.68</b>			
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 10/16 PD 10/22	0010-2126 Employee PARS/ARS W/H	AP102921	2,127.76	PR2101021		00109350	10/29/2021
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 10/16 PD 10/22	0010-2131 Employer PARS/ARS Payable	AP102921	2,127.76	PR2101021		00109350	10/29/2021
					<b>Check Total:</b>	<b>4,255.52</b>			
MW OH	WEDIN, MATTHEW V011872	CHIEF OFFICER TRAINING REG	103066-6250 Staff Training	AP102921	435.00	101921		00109351	10/29/2021
					<b>Check Total:</b>	<b>435.00</b>			
MW OH	YORBA LINDA WATER V001148	SEPT-OCT WATER CHARGES	109595-6335 Water	AP102921	1,279.11	100421		00109352	10/29/2021
					<b>Check Total:</b>	<b>1,279.11</b>			
MW OH	CALIFORNIA STATE	PE 10/16/21 PD 10/22/21	0048-2196	PY21021	46.15	2700/2101021		00109353	11/04/2021

**City of Placentia  
Check Register  
For 11/09/2021**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V004813		Garnishments W/H						
MW OH	CALIFORNIA STATE V004813	PE 10/16/21 PD 10/22/21	0037-2196 Garnishments W/H	PY21021	69.23	2700/2101021		00109353	11/04/2021
MW OH	CALIFORNIA STATE V004813	PE 10/16/21 PD 10/22/21	0010-2196 Garnishments W/H	PY21021	1,469.99	2700/2101021		00109353	11/04/2021
MW OH	CALIFORNIA STATE V004813	PE 10/16/21 PD 10/22/21	0029-2196 Garnishments W/H	PY21021	9.23	2700/2101021		00109353	11/04/2021
				<b>Check Total:</b>	<b>1,594.60</b>				
MW OH	FRANCHISE TAX BOARD V000404	PE 10/16/21 PD 10/22/21	0010-2196 Garnishments W/H	PY21021	200.00	2710/2101021		00109354	11/04/2021
				<b>Check Total:</b>	<b>200.00</b>				
MW OH	ORANGE COUNTY V000699	PE 10/16/21 PD 10/22/21	0010-2176 PCEA/OCEA Assoc Dues	PY21021	403.55	2610/2101021		00109355	11/04/2021
MW OH	ORANGE COUNTY V000699	PE 10/16/21 PD 10/22/21	0058-2176 PCEA/OCEA Assoc Dues	PY21021	9.62	2610/2101021		00109355	11/04/2021
MW OH	ORANGE COUNTY V000699	PE 10/16/21 PD 10/22/21	0029-2176 PCEA/OCEA Assoc Dues	PY21021	6.02	2610/2101021		00109355	11/04/2021
MW OH	ORANGE COUNTY V000699	PE 10/16/21 PD 10/22/21	0054-2176 PCEA/OCEA Assoc Dues	PY21021	0.67	2610/2101021		00109355	11/04/2021
MW OH	ORANGE COUNTY V000699	PE 10/16/21 PD 10/22/21	0037-2176 PCEA/OCEA Assoc Dues	PY21021	1.63	2610/2101021		00109355	11/04/2021
MW OH	ORANGE COUNTY V000699	PE 10/16/21 PD 10/22/21	0048-2176 PCEA/OCEA Assoc Dues	PY21021	11.41	2610/2101021		00109355	11/04/2021
				<b>Check Total:</b>	<b>432.90</b>				
MW OH	PCEA C/O NORTH ORANGE V000679	PE 10/16/21 PD 10/22/21	0054-2176 PCEA/OCEA Assoc Dues	PY21021	0.07	2615/2101021		00109356	11/04/2021
MW OH	PCEA C/O NORTH ORANGE V000679	PE 10/16/21 PD 10/22/21	0048-2176 PCEA/OCEA Assoc Dues	PY21021	1.18	2615/2101021		00109356	11/04/2021
MW OH	PCEA C/O NORTH ORANGE V000679	PE 10/16/21 PD 10/22/21	0037-2176	PY21021	0.17	2615/2101021		00109356	11/04/2021

**City of Placentia**  
**Check Register**  
**For 11/09/2021**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000679		PCEA/OCEA Assoc Dues						
MW OH	PCEA C/O NORTH ORANGE V000679	CRE 10/16/21 PD 10/22/21	0010-2176 PCEA/OCEA Assoc Dues	PY21021	41.95	2615/2101021		00109356	11/04/2021
MW OH	PCEA C/O NORTH ORANGE V000679	CRE 10/16/21 PD 10/22/21	0058-2176 PCEA/OCEA Assoc Dues	PY21021	1.00	2615/2101021		00109356	11/04/2021
MW OH	PCEA C/O NORTH ORANGE V000679	CRE 10/16/21 PD 10/22/21	0029-2176 PCEA/OCEA Assoc Dues	PY21021	0.63	2615/2101021		00109356	11/04/2021
<b>Check Total:</b>					<b>45.00</b>				
MW OH	VANTAGEPOINT TRANSFER V007191	PE 10/16/21 PD 10/22/21	0029-2170 Deferred Comp Payable - ICMA	PY21021	54.57	2606/2101021		00109357	11/04/2021
MW OH	VANTAGEPOINT TRANSFER V007191	PE 10/16/21 PD 10/22/21	0010-2170 Deferred Comp Payable - ICMA	PY21021	1,795.95	2606/2101021		00109357	11/04/2021
MW OH	VANTAGEPOINT TRANSFER V007191	PE 10/16/21 PD 10/22/21	0037-2170 Deferred Comp Payable - ICMA	PY21021	30.25	2606/2101021		00109357	11/04/2021
MW OH	VANTAGEPOINT TRANSFER V007191	PE 10/16/21 PD 10/22/21	0048-2170 Deferred Comp Payable - ICMA	PY21021	82.08	2606/2101021		00109357	11/04/2021
MW OH	VANTAGEPOINT TRANSFER V007191	PE 10/16/21 PD 10/22/21	0054-2170 Deferred Comp Payable - ICMA	PY21021	2.85	2606/2101021		00109357	11/04/2021
MW OH	VANTAGEPOINT TRANSFER V007191	PE 10/16/21 PD 10/22/21	0048-2170 Deferred Comp Payable - ICMA	PY21021	21.58	2608/2101021		00109357	11/04/2021
MW OH	VANTAGEPOINT TRANSFER V007191	PE 10/16/21 PD 10/22/21	0054-2170 Deferred Comp Payable - ICMA	PY21021	9.89	2608/2101021		00109357	11/04/2021
MW OH	VANTAGEPOINT TRANSFER V007191	PE 10/16/21 PD 10/22/21	0037-2170 Deferred Comp Payable - ICMA	PY21021	31.37	2608/2101021		00109357	11/04/2021
MW OH	VANTAGEPOINT TRANSFER V007191	PE 10/16/21 PD 10/22/21	0029-2170 Deferred Comp Payable - ICMA	PY21021	2.34	2608/2101021		00109357	11/04/2021
MW OH	VANTAGEPOINT TRANSFER V007191	PE 10/16/21 PD 10/22/21	0010-2170 Deferred Comp Payable - ICMA	PY21021	561.19	2608/2101021		00109357	11/04/2021
MW OH	VANTAGEPOINT TRANSFER V007191	PE 10/16/21 PD 10/22/21	0010-2170 Deferred Comp Payable - ICMA	PY21021	118.83	2609/2101021		00109357	11/04/2021

**City of Placentia  
Check Register  
For 11/09/2021**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	VANTAGEPOINT TRANSFER PE V007191	10/16/21 PD 10/22/21	0054-2170 Deferred Comp Payable - ICMA	PY21021	6.96	2609/2101021		00109357	11/04/2021
MW OH	VANTAGEPOINT TRANSFER PE V007191	10/16/21 PD 10/22/21	0048-2170 Deferred Comp Payable - ICMA	PY21021	6.96	2609/2101021		00109357	11/04/2021
MW OH	VANTAGEPOINT TRANSFER PE V007191	10/16/21 PD 10/22/21	0037-2170 Deferred Comp Payable - ICMA	PY21021	9.74	2609/2101021		00109357	11/04/2021
<b>Check Total:</b>					<b>2,734.56</b>				
MW OH	ALLIANCE BUSINESS V011660	OCT FD DEDICATED INTERNET	109595-6215 Telephone	AP110521	1,318.38	1383979		00109358	11/05/2021
<b>Check Total:</b>					<b>1,318.38</b>				
MW OH	ALTA VISTA COUNTRY CLUB V000009	BENYI RETIREMENT PARTY	103040-6999 Other Expenditure	AP110521	1,973.16	110121		00109359	11/05/2021
<b>Check Total:</b>					<b>1,973.16</b>				
MW OH	ALVAREZ, OMAR V012054	PD TRAINING MEALS, MILEAGE	103041-6250 Staff Training	AP110521	91.20	OA10202221		00109360	11/05/2021
<b>Check Total:</b>					<b>91.20</b>				
MW OH	AT & T V008736	10/8-11/9 KOCH INTERNET	109595-6215 Telephone	AP110521	42.80	KP OCT 21		00109361	11/05/2021
MW OH	AT & T V008736	LATE FEE	109595-6215 Telephone	AP110521	9.99	KP OCT 21		00109361	11/05/2021
MW OH	AT & T V008736	LATE FEE	109595-6215 Telephone	AP110521	9.99	OCT FD2 2021		00109361	11/05/2021
MW OH	AT & T V008736	10/-11/8 FD 2 INTERNET	109595-6215 Telephone	AP110521	42.80	OCT FD2 2021		00109361	11/05/2021
MW OH	AT & T V008736	10/5-11/14 LMD INTERNET	296561-6215 Telephone	AP110521	42.80	OCT LMD 21		00109361	11/05/2021
MW OH	AT & T V008736	LATE FEE	296561-6215 Telephone	AP110521	9.99	OCT LMD 21		00109361	11/05/2021
<b>Check Total:</b>					<b>158.37</b>				

**City of Placentia  
Check Register  
For 11/09/2021**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	AT & T MOBILITY V008709	10/8-11/7 IPAD CHARGES	109595-6215 Telephone	AP110521	624.17	X10152021		00109362	11/05/2021
					<b>Check Total:</b>	<b>624.17</b>			
MW OH	AWARDS BY PAUL V006055	HERITAGE CARSHOW AWARDS	104078-6301 Special Department Supplies	AP110521	1,066.73	49509		00109363	11/05/2021
					<b>Check Total:</b>	<b>1,066.73</b>			
MW OH	AXON ENTERPRISES INC V011762	BODY WORN CAMERAS & TASERS	213041-6840 Machinery & Equipment	AP110521	23,997.24	SI-1748327	P12244	00109364	11/05/2021
					<b>Check Total:</b>	<b>23,997.24</b>			
MW OH	B & M LAWN & GARDEN V000127	EXTENSION POLE	103652-6301 Special Department Supplies	AP110521	40.94	525072		00109365	11/05/2021
					<b>Check Total:</b>	<b>40.94</b>			
MW OH	BARTEL ASSOCIATES LLC V010901	GASB 75 REPORTING SVS	102020-6099 Professional Services	AP110521	3,000.00	21-768		00109366	11/05/2021
					<b>Check Total:</b>	<b>3,000.00</b>			
MW OH	CANON FINANCIAL SERVICES V008979	OCT COPIER LEASE PMT	109595-6175 Office Equipment Rental	AP110521	278.80	27526750		00109367	11/05/2021
MW OH	CANON FINANCIAL SERVICES V008979	OCT COPIER LEASE, MAINT	109595-6175 Office Equipment Rental	AP110521	1,511.06	27526751		00109367	11/05/2021
					<b>Check Total:</b>	<b>1,789.86</b>			
MW OH	CARL WARREN & CO V008011	OCT LIABILITY ADMIN SVS	404582-6025 Third Party Administration	AP110521	1,661.00	CWC-2016109		00109368	11/05/2021
					<b>Check Total:</b>	<b>1,661.00</b>			
MW OH	CBE V008124	9/20-10/19 COPIER OVERAGES	109595-6215 Telephone	AP110521	77.03	IN2433012		00109369	11/05/2021
					<b>Check Total:</b>	<b>77.03</b>			
MW OH	CENTURY BUSINESS V010180	MICR TONER	109595-6315 Office Supplies	AP110521	364.31	AR23624		00109370	11/05/2021
					<b>Check Total:</b>	<b>364.31</b>			

**City of Placentia  
Check Register  
For 11/09/2021**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	CITY OF BREA V000125	BUSINESS CARDS - KOURA	103550-6230 Printing & Binding	AP110521	23.46	ASR0000023		00109371	11/05/2021
					<b>Check Total:</b>	<b>23.46</b>			
MW OH	CLARK, JOHNATHAN D V012057	PARKING CITATION REFUND	100000-4410 City Ord Fines (Parking)	AP110521	43.00	17002205		00109372	11/05/2021
					<b>Check Total:</b>	<b>43.00</b>			
MW OH	COLLINS + COLLINS LLP V011980	SEPT LEGAL SERVICES	101005-6006 Litigation	AP110521	2,586.00	4342431		00109373	11/05/2021
					<b>Check Total:</b>	<b>2,586.00</b>			
MW OH	COMMERCIAL AQUATIC V005203	GOMEZ POOL MAINT	104071-6130 Repair & Maint/Facilities	AP110521	2,916.31	I21-4444	P12229	00109374	11/05/2021
					<b>Check Total:</b>	<b>2,916.31</b>			
MW OH	COUNTY OF ORANGE V005595	STORAGE TANK INSPECTION	103654-6257 Licenses & Permits	AP110521	1,414.00	IN1267751		00109375	11/05/2021
					<b>Check Total:</b>	<b>1,414.00</b>			
MW OH	COUNTY OF ORANGE V000715	JULY-SEPT 800MHz COSTS	103043-6137 Repair Maint/Equipment	AP110521	6,069.30	SC13066	P12140	00109376	11/05/2021
MW OH	COUNTY OF ORANGE V000715	OCT-DEC 800MHz COSTS - FD	103066-6137 Repair Maint/Equipment	AP110521	3,554.00	SC13120	P12143	00109376	11/05/2021
MW OH	COUNTY OF ORANGE V000715	OCT-DEC 800MHz COSTS - PD	103043-6137 Repair Maint/Equipment	AP110521	11,465.00	SC13120	P12143	00109376	11/05/2021
					<b>Check Total:</b>	<b>21,088.30</b>			
MW OH	DIAMOND ENVIRONMENTAL V004152	ADDITIONAL SINK RENTAL	104078-6299 Other Purchased Services	AP110521	417.00	0003515422	P12169	00109377	11/05/2021
MW OH	DIAMOND ENVIRONMENTAL V004152	RESTROOMS, SINKS RENTAL	104078-6299 Other Purchased Services	AP110521	5,699.60	0003515422	P12169	00109377	11/05/2021
					<b>Check Total:</b>	<b>6,116.60</b>			
MW OH	ENTERPRISE FLEET V003312	OCT PD VEHICLE LEASE - PATROL	103041-6165 Vehicle Rental	AP110521	3,527.03	FBN4310528	P12135	00109378	11/05/2021

**City of Placentia  
Check Register  
For 11/09/2021**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	ENTERPRISE FLEET V003312	OCT PD VEHICLE LEASE - INVESTI	103042-6165 Vehicle Rental	AP110521	7,126.79	FBN4310528	P12135	00109378	11/05/2021
<b>Check Total:</b>					<b>10,653.82</b>				
MW OH	FACTORY MOTOR PARTS V010842	BRAKE PADS	103658-6134 Vehicle Repair & Maintenance	AP110521	63.20	102-147135	P12259	00109379	11/05/2021
MW OH	FACTORY MOTOR PARTS V010842	BRAKE PADS	103658-6134 Vehicle Repair & Maintenance	AP110521	72.32	102-147759	P12259	00109379	11/05/2021
MW OH	FACTORY MOTOR PARTS V010842	DELCO BATTERY	103658-6134 Vehicle Repair & Maintenance	AP110521	154.94	102-147856	P12259	00109379	11/05/2021
MW OH	FACTORY MOTOR PARTS V010842	BRAKE PADS, OIL FILTERS	103658-6134 Vehicle Repair & Maintenance	AP110521	72.10	102-148074	P12259	00109379	11/05/2021
MW OH	FACTORY MOTOR PARTS V010842	BRAKE PADS	103658-6134 Vehicle Repair & Maintenance	AP110521	85.28	102-148075	P12259	00109379	11/05/2021
MW OH	FACTORY MOTOR PARTS V010842	WINDSHIELD WIPER BLADES	103658-6134 Vehicle Repair & Maintenance	AP110521	79.33	102-148112	P12259	00109379	11/05/2021
MW OH	FACTORY MOTOR PARTS V010842	WINDSHIELD WIPER BLADES	103658-6134 Vehicle Repair & Maintenance	AP110521	17.30	102-148224	P12259	00109379	11/05/2021
MW OH	FACTORY MOTOR PARTS V010842	BRAKE PADS, FILTERS	103658-6134 Vehicle Repair & Maintenance	AP110521	87.82	102-148317	P12259	00109379	11/05/2021
MW OH	FACTORY MOTOR PARTS V010842	OIL FILTERS	103658-6134 Vehicle Repair & Maintenance	AP110521	58.86	102-148451	P12259	00109379	11/05/2021
MW OH	FACTORY MOTOR PARTS V010842	BRAKE PADS	103658-6134 Vehicle Repair & Maintenance	AP110521	31.95	102-148592	P12259	00109379	11/05/2021
MW OH	FACTORY MOTOR PARTS V010842	FUEL PUMP	103658-6134 Vehicle Repair & Maintenance	AP110521	413.87	12-4260142	P12259	00109379	11/05/2021
MW OH	FACTORY MOTOR PARTS V010842	SOLENOID VALVE	103658-6134 Vehicle Repair & Maintenance	AP110521	32.16	12-4260333	P12259	00109379	11/05/2021
MW OH	FACTORY MOTOR PARTS V010842	ENGINE MOTOR MOUNT	103658-6134 Vehicle Repair & Maintenance	AP110521	245.76	12-4271346	P12259	00109379	11/05/2021
MW OH	FACTORY MOTOR PARTS	HEAD LIGHTS	103658-6134	AP110521	24.37	12-4273588	P12259	00109379	11/05/2021

**City of Placentia  
Check Register  
For 11/09/2021**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010842		Vehicle Repair & Maintenance						
MW OH	FACTORY MOTOR PARTS V010842	FRONT BAR STABILIZER	103658-6134 Vehicle Repair & Maintenance	AP110521	8.86	12-4280293	P12259	00109379	11/05/2021
MW OH	FACTORY MOTOR PARTS V010842	CABIN AIR FILTERS	103658-6134 Vehicle Repair & Maintenance	AP110521	70.99	12-4283249	P12259	00109379	11/05/2021
MW OH	FACTORY MOTOR PARTS V010842	WINDSHIELD WIPER BLADES	103658-6134 Vehicle Repair & Maintenance	AP110521	65.73	12-4285125	P12259	00109379	11/05/2021
MW OH	FACTORY MOTOR PARTS V010842	BRAKE PADS	103658-6134 Vehicle Repair & Maintenance	AP110521	102.63	12-4286541	P12259	00109379	11/05/2021
MW OH	FACTORY MOTOR PARTS V010842	ENGINE OIL	103658-6134 Vehicle Repair & Maintenance	AP110521	10.45	12-4288770	P12259	00109379	11/05/2021
MW OH	FACTORY MOTOR PARTS V010842	CONTOUR WIPER BLADES	103658-6134 Vehicle Repair & Maintenance	AP110521	45.62	12-4291939	P12259	00109379	11/05/2021
MW OH	FACTORY MOTOR PARTS V010842	VEHICLE BATTERY	103658-6134 Vehicle Repair & Maintenance	AP110521	108.71	12-4293143	P12259	00109379	11/05/2021
				<b>Check Total:</b>	<b>1,852.25</b>				
MW OH	FAIRWAY FORD V000376	DOOR LATCH CABLE	103658-6134 Vehicle Repair & Maintenance	AP110521	58.57	265926	P12239	00109380	11/05/2021
				<b>Check Total:</b>	<b>58.57</b>				
MW OH	GALLS LLC V000438	BALLISTIC SHIELDS	676109-6840 Machinery & Equipment	AP110521	18,937.34	019385300	P12152	00109381	11/05/2021
				<b>Check Total:</b>	<b>18,937.34</b>				
MW OH	GD-OTS V009836	SIMUNITION TRAINING REG	213041-6250 Staff Training	AP110521	1,240.00	50001374		00109382	11/05/2021
				<b>Check Total:</b>	<b>1,240.00</b>				
MW OH	GOLDEN STATE WATER V000928	SEPT-OCT WATER CHARGES	109595-6335 Water	AP110521	27,928.86	102121		00109383	11/05/2021
MW OH	GOLDEN STATE WATER V000928	SEPT-OCT WATER CHARGES	296561-6335 Water	AP110521	12,005.19	102121		00109383	11/05/2021

**City of Placentia  
Check Register  
For 11/09/2021**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				<b>Check Total:</b>	<b>39,934.05</b>				
MW OH	GST V009410	OCT IT SERVICES	101523-6290 Dept. Contract Services	AP110521	19,500.00	INV68554	P12157	00109384	11/05/2021
				<b>Check Total:</b>	<b>19,500.00</b>				
MW OH	HDL COREN & CONE V001564	20/21 ACFR STATISTICAL PACKAGE	102020-6099 Professional Services	AP110521	795.00	SIN011881		00109385	11/05/2021
MW OH	HDL COREN & CONE V001564	JULY-SEPT PROPERTY TAX MGMT	102020-6099 Professional Services	AP110521	3,728.34	SIN010324	P12158	00109385	11/05/2021
MW OH	HDL COREN & CONE V001564	OCT-DEC PROPERTY TAX MGMT SVS	102020-6099 Professional Services	AP110521	3,728.34	SIN012234	P12158	00109385	11/05/2021
				<b>Check Total:</b>	<b>8,251.68</b>				
MW OH	HEALTHPOINTE MEDICAL V010713	SEPT EMPLOYEE PHYSICALS	101512-6099 Professional Services	AP110521	432.00	30601-3612077		00109386	11/05/2021
MW OH	HEALTHPOINTE MEDICAL V010713	OCT EMPLOYEE PHYSICALS	101512-6099 Professional Services	AP110521	180.00	30601-3621410		00109386	11/05/2021
				<b>Check Total:</b>	<b>612.00</b>				
MW OH	HOUSTON & HARRIS PCS INC V010110	EMERGENCY SEWER CLEANING SVS	10484356-6120 R & M/Sewer & Storm Drain	AP110521	427.00	21-23978	P12108	00109387	11/05/2021
				<b>Check Total:</b>	<b>427.00</b>				
MW OH	HR GREEN PACIFIC INC V010735	JULY ON CALL PLAN CHECK SVS	103551-6290 Dept. Contract Services	AP110521	10,081.50	146200	P12230	00109388	11/05/2021
MW OH	HR GREEN PACIFIC INC V010735	AUG ON CALL PLAN CHECK SVS	103551-6290 Dept. Contract Services	AP110521	3,432.00	147299	P12230	00109388	11/05/2021
				<b>Check Total:</b>	<b>13,513.50</b>				
MW OH	HURTADO, SELENA V010756	PD TRAINING MEALS, MILEAGE	103041-6250 Staff Training	AP110521	152.00	SH10182221		00109389	11/05/2021
				<b>Check Total:</b>	<b>152.00</b>				
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6130 Repair & Maint/Facilities	AP110521	392.61	4823386-00	P12212	00109390	11/05/2021

**City of Placentia  
Check Register  
For 11/09/2021**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	IMPERIAL SPRINKLER V006506	CONCRETE COVER	103655-6130 Repair & Maint/Facilities	AP110521	25.62	4830985-00	P12212	00109390	11/05/2021
MW OH	IMPERIAL SPRINKLER V006506	ELECTRIC VALVES	103655-6130 Repair & Maint/Facilities	AP110521	477.99	4861995-00	P12212	00109390	11/05/2021
MW OH	IMPERIAL SPRINKLER V006506	VALVE REPAIR KITS	103655-6130 Repair & Maint/Facilities	AP110521	399.98	4871730-00	P12212	00109390	11/05/2021
MW OH	IMPERIAL SPRINKLER V006506	PVC PLUG	103655-6130 Repair & Maint/Facilities	AP110521	15.58	4873563-00	P12212	00109390	11/05/2021
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	104071-6130 Repair & Maint/Facilities	AP110521	181.36	4869320-00	P12219	00109390	11/05/2021
MW OH	IMPERIAL SPRINKLER V006506	PVC BALL VALVES	104071-6130 Repair & Maint/Facilities	AP110521	69.66	4873053-00	P12219	00109390	11/05/2021
<b>Check Total:</b>					<b>1,562.80</b>				
MW OH	JARSON, MARTIN V012059	RENTAL DEPOSIT REFUND	100000-4385 Facility Rental	AP110521	150.00	2002931.002		00109391	11/05/2021
<b>Check Total:</b>					<b>150.00</b>				
MW OH	JOE BACKFLOW CO. V009867	IRRIGATION BACKFLOW REPAIRS	104071-6130 Repair & Maint/Facilities	AP110521	1,000.00	3121A	P12130	00109392	11/05/2021
<b>Check Total:</b>					<b>1,000.00</b>				
MW OH	KOA CORPORATION V006654	JULY-SEPT ENGINEERING DESIGN	181101-6185 Construction Services	AP110521	5,147.86	JC03080-10	P12187	00109393	11/05/2021
MW OH	KOA CORPORATION V006654	AUG-SEPT ENGINEERING DESIGN	181201-6185 Construction Services	AP110521	9,982.50	JC13078-2	P12208	00109393	11/05/2021
<b>Check Total:</b>					<b>15,130.36</b>				
MW OH	MACCUBBIN, MICHAEL V007311	PD TRAINING MEALS, MILEAGE	103041-6250 Staff Training	AP110521	65.28	MM10181921M		00109394	11/05/2021
<b>Check Total:</b>					<b>65.28</b>				
MW OH	MANAGED HEALTH V008122	NOV EAP PROGRAM SVS	395083-5161 Health Insurance Premiums	AP110521	414.96	PRM-066978		00109395	11/05/2021

**City of Placentia  
Check Register  
For 11/09/2021**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				<b>Check Total:</b>	<b>414.96</b>				
MW OH	MC FADDEN-DALE V000635	CREDIT - WRENCH	103654-6301 Special Department Supplies	AP110521	-38.25	460959/5		00109396	11/05/2021
MW OH	MC FADDEN-DALE V000635	GASKET, EPOXY	103658-6301 Special Department Supplies	AP110521	47.41	461304/5		00109396	11/05/2021
MW OH	MC FADDEN-DALE V000635	GLOVES, BATTERIES	103654-6301 Special Department Supplies	AP110521	83.72	461487/5		00109396	11/05/2021
MW OH	MC FADDEN-DALE V000635	VEHICLE MAINT SUPPLIES	103658-6301 Special Department Supplies	AP110521	100.53	462257/5		00109396	11/05/2021
MW OH	MC FADDEN-DALE V000635	TIRE REPAIR KIT	103658-6301 Special Department Supplies	AP110521	20.15	462514/5		00109396	11/05/2021
				<b>Check Total:</b>	<b>213.56</b>				
MW OH	MUSCO SPORTS LIGHTING V008602	FIELD LIGHT CONTROL SVS	104071-6299 Other Purchased Services	AP110521	900.00	355849		00109397	11/05/2021
				<b>Check Total:</b>	<b>900.00</b>				
MW OH	NAHILL, PATRICIA V011087	PLAN REVIEW SERVICES	102531-6099 Professional Services	AP110521	1,800.00	401		00109398	11/05/2021
				<b>Check Total:</b>	<b>1,800.00</b>				
MW OH	OFFICE INDUSTRIES V007477	PAPER	109595-6315 Office Supplies	AP110521	170.56	68719		00109399	11/05/2021
				<b>Check Total:</b>	<b>170.56</b>				
MW OH	PBK-WLC ARCHITECTS V012022	SEPT ARCHITECTURAL SVS	825525-6925 Issuance Costs	AP110521	31,500.00	0000000002	P12176	00109400	11/05/2021
				<b>Check Total:</b>	<b>31,500.00</b>				
MW OH	PLACENTIA YORBA LINDA V000794	ENVELOPES	109595-6315 Office Supplies	AP110521	837.65	82RI0218		00109401	11/05/2021
				<b>Check Total:</b>	<b>837.65</b>				
MW OH	POWERSTRIDE BATTERY CO V000785	BATTERY	103658-6134 Vehicle Repair & Maintenance	AP110521	152.35	C 67863		00109402	11/05/2021

**City of Placentia  
Check Register  
For 11/09/2021**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				<b>Check Total:</b>	<b>152.35</b>				
MW OH	PRINCIPAL FINANCIAL V000844	NOV LIFE INSURANCE PMT	109595-5110 Life Ins Allocation	AP110521	1,010.13	124128112000		00109403	11/05/2021
MW OH	PRINCIPAL FINANCIAL V000844	NOV LIFE INSURANCE PMT	395083-5163 Life Insurance Premiums	AP110521	390.40	124128112000		00109403	11/05/2021
				<b>Check Total:</b>	<b>1,400.53</b>				
MW OH	PRINCIPAL LIFE V008141	NOV DENTAL INSURANCE PREMIUM	B95083-5162 Dental Insurance Premiums	AP110521	831.60	NOVEMBER 21		00109404	11/05/2021
MW OH	PRINCIPAL LIFE V008141	NOV DENTAL INSURANCE PREMIUM	B95000-4720 ISF Dental Ins Reimbursement	AP110521	1,267.20	NOVEMBER 21		00109404	11/05/2021
				<b>Check Total:</b>	<b>2,098.80</b>				
MW OH	RESOURCES RECYCLING & V011394	REFUND UNSPENT FUNDS	500000-4205 State Grants	AP110521	13,361.00	0000001383482		00109405	11/05/2021
				<b>Check Total:</b>	<b>13,361.00</b>				
MW OH	RHA LANDSCAPE V011993	SEPT LA PLACITA DESIGN SVS	507911-6185 Construction Services	AP110521	1,550.00	0921018	P12201	00109406	11/05/2021
				<b>Check Total:</b>	<b>1,550.00</b>				
MW OH	RWG LAW V010776	SEPT LEGAL SERVICES	101002-6299 Other Purchased Services	AP110521	4,221.00	233978		00109407	11/05/2021
				<b>Check Total:</b>	<b>4,221.00</b>				
MW OH	SOUTHERN CALIFORNIA V000910	SEPT-OCT ELECTRICITY CHARGES	109595-6330 Electricity	AP110521	22,703.94	102721		00109408	11/05/2021
MW OH	SOUTHERN CALIFORNIA V000910	SEPT-OCT ELECTRICITY CHARGES	286560-6330 Electricity	AP110521	41,631.01	102721		00109408	11/05/2021
MW OH	SOUTHERN CALIFORNIA V000910	SEPT-OCT ELECTRICITY CHARGES	296561-6330 Electricity	AP110521	89.48	102721		00109408	11/05/2021
MW OH	SOUTHERN CALIFORNIA V000910	SEPT-OCT ELECTRICITY CHARGES	109595-6330 / 21009-6330 Electricity	AP110521	38.90	102721		00109408	11/05/2021
MW OH	SOUTHERN CALIFORNIA	SEPT-OCT ELECTRICITY CHARGES	109595-6330 / 21010-6330	AP110521	276.87	102721		00109408	11/05/2021

**City of Placentia**  
**Check Register**  
**For 11/09/2021**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000910		Electricity						
				<b>Check Total:</b>	<b>64,740.20</b>				
MW OH	SOUTHWEST LIFT & V010959	DRAIN REPAIR SVS	105104-6840 Machinery & Equipment	AP110521	364.00	9637		00109409	11/05/2021
				<b>Check Total:</b>	<b>364.00</b>				
MW OH	SPARKLETTTS V000967	OCT SR CTR WATER, COFFEE SVS	109595-6301 Special Department Supplies	AP110521	228.59	14974536	101321	00109410	11/05/2021
				<b>Check Total:</b>	<b>228.59</b>				
MW OH	TIME WARNER CABLE V004450	10/21-11/20 EOC INTERNET	109595-6215 Telephone	AP110521	625.70	003446102621		00109411	11/05/2021
MW OH	TIME WARNER CABLE V004450	10/14-11/13 PD INTERNET	109595-6215 Telephone	AP110521	619.00	0528002101421		00109411	11/05/2021
MW OH	TIME WARNER CABLE V004450	10/23-11/22 NAV CTR INTERNET	784070-6215 Telephone	AP110521	197.96	0570178102321		00109411	11/05/2021
MW OH	TIME WARNER CABLE V004450	10/14-11/13 WHITTEN INTERNET	109595-6215 Telephone	AP110521	119.99	0619546101421		00109411	11/05/2021
				<b>Check Total:</b>	<b>1,562.65</b>				
MW OH	TRAFFIC MANAGEMENT V008463	TRAFFIC CONTROL RENTALS	103652-6305 Traffic Control Devices	AP110521	378.00	787632		00109412	11/05/2021
				<b>Check Total:</b>	<b>378.00</b>				
MW OH	TRILLIUM CNG (1720) V007952	SEPT CNG FUEL	103658-6345 Gasoline & Diesel Fuel	AP110521	134.66	211158369		00109413	11/05/2021
MW OH	TRILLIUM CNG (1720) V007952	OCT CNG FUEL	103658-6345 Gasoline & Diesel Fuel	AP110521	147.32	211309935		00109413	11/05/2021
				<b>Check Total:</b>	<b>281.98</b>				
MW OH	TURNOUT MAINTENANCE V011543	TURNOUT ALTERATIONS	103066-6361 Personal Protection Equipment	AP110521	117.45	24734		00109414	11/05/2021
				<b>Check Total:</b>	<b>117.45</b>				
MW OH	VERIZON WIRELESS	9/21-10/20 PD DEVICES	109595-6215	AP110521	3,754.93	9891064142		00109415	11/05/2021

**City of Placentia  
Check Register  
For 11/09/2021**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V008735		Telephone						
MW OH	VERIZON WIRELESS V008735	9/21-10/20 CA IPAD CHARGES	109595-6215 Telephone	AP110521	38.01	9891064143		00109415	11/05/2021
MW OH	VERIZON WIRELESS V008735	9/21-10/20 IPAD CHARGES	109595-6215 Telephone	AP110521	418.85	9891064144		00109415	11/05/2021
MW OH	VERIZON WIRELESS V008735	9/21-10/20 COUNCIL IPADS	109595-6215 Telephone	AP110521	220.95	9891064145		00109415	11/05/2021
MW OH	VERIZON WIRELESS V008735	9/21-10/20 PUMP STN INTERNET	109595-6215 / 21009-6215 Telephone	AP110521	19.01	9891068428		00109415	11/05/2021
MW OH	VERIZON WIRELESS V008735	9/21-10/20 PUMP STN INTERNET	109595-6215 Telephone	AP110521	19.00	9891068428		00109415	11/05/2021
				<b>Check Total:</b>	<b>4,470.75</b>				
MW OH	WATERLOGIC AMERICAS LLC V010708	OCT PD WATER SERVICES	103041-6301 Special Department Supplies	AP110521	97.07	947349		00109416	11/05/2021
				<b>Check Total:</b>	<b>97.07</b>				
MW OH	WAXIE SANITARY SUPPLY V001132	SANITZER	103654-6130 / 50500-6130 Repair & Maint/Facilities	AP110521	1,094.86	80203946		00109417	11/05/2021
MW OH	WAXIE SANITARY SUPPLY V001132	LATE FEE	103654-6130 / 50500-6130 Repair & Maint/Facilities	AP110521	32.84	80203946		00109417	11/05/2021
				<b>Check Total:</b>	<b>1,127.70</b>				
MW OH	WEDIN, MATTHEW V011872	FD TRAINING REIMBURSEMENT	103066-6250 Staff Training	AP110521	380.00	102321		00109418	11/05/2021
				<b>Check Total:</b>	<b>380.00</b>				
MW OH	WELLS FARGO VENOR FIN V010076	10/23-11/22 PRINTER LEASE PMT	109595-6175 Office Equipment Rental	AP110521	107.44	5017222447		00109419	11/05/2021
MW OH	WELLS FARGO VENOR FIN V010076	10/23-11/22 PRINTER LEASE PMT	109595-6175 Office Equipment Rental	AP110521	79.39	5017222448		00109419	11/05/2021
MW OH	WELLS FARGO VENOR FIN V010076	COPIER PROPERTY TAX FEE	109595-6215 Telephone	AP110521	317.52	5017299114		00109419	11/05/2021

**City of Placentia  
Check Register  
For 11/09/2021**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				<b>Check Total:</b>	<b>504.35</b>				
MW OH	YAMAGUCHI, JEREMY V001566	LEAGUE CONF HOTEL	101001-6245 Meetings & Conferences	AP110521	474.08	110121		00109420	11/05/2021
				<b>Check Total:</b>	<b>474.08</b>				
MW OH	YORBA LINDA WATER V001148	SEPT-OCT WATER CHARGES	109595-6335 Water	AP110521	2,165.03	102521		00109421	11/05/2021
				<b>Check Total:</b>	<b>2,165.03</b>				
MW OH	ZAMBRANO, FELIPE V003496	SR CTR SUPPLIES REIMBURSEMENT	104079-6301 Special Department Supplies	AP110521	126.25	102021		00109422	11/05/2021
MW OH	ZAMBRANO, FELIPE V003496	SR CTR MEALS REIMBURSEMENT	104079-6301 Special Department Supplies	AP110521	228.05	102021A		00109422	11/05/2021
MW OH	ZAMBRANO, FELIPE V003496	LET'S DANCE MEALS	104071-6301 Special Department Supplies	AP110521	139.80	102021B		00109422	11/05/2021
				<b>Check Total:</b>	<b>494.10</b>				
				<b>Type Total:</b>	<b>575,835.94</b>				
				<b>Check Total:</b>	<b>575,835.94</b>				

**City of Placentia**  
**Electronic Disbursement Register**  
For 11/16//2021

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
------	----------------	-------------	---------------------	----------	--------	----------	------	-------	----------

**Grand Total:** 172,537.74

<u>EDR Totals by ID</u>	
AP	0.00
EP	172,537.74
IP	0.00
OP	0.00

Fund Name	<u>EDR Totals by Fund</u>
101-General Fund (0010)	154,119.38
208-Scssr Agncy Ret Oblg (0054)	498.85
211-PEG Fund (0058)	381.01
225-Asset Seizure (0021)	1,272.38
265-Landscape Maintenance (0029)	379.32
275-Sewer Maintenance (0048)	1,638.10
280-Misc Grants Fund (0050)	4,138.14
501-Refuse Administration (0037)	1,015.76
601-Employee Health & Wlfre (0039)	9,094.80

**Void Total:** 0.00  
**EDR Total:** 172,537.74

Electronic Disbursement Sub Totals: 172,537.74



ACH Payroll Direct Deposit for 11/5/2021: 483,382.66

**Electronic Disbursement Total:** 655,920.40

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

**City of Placentia**  
**Electronic Disbursement Register**  
**For 11/09/2021**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	CALIFORNIA PUBLIC V006234	21/22 SURVIVOR BENEFIT PREMIUM	395083-5168 Pers Survivor Premiums	ACH110221	509.60	10000001646979		00015257	11/02/2021
EP	CALIFORNIA PUBLIC V006234	21/22 SURVIVOR BENEFIT PREMIUM	395083-5168 Pers Survivor Premiums	ACH110221	1,570.40	10000001646985		00015257	11/02/2021
EP	CALIFORNIA PUBLIC V006234	21/22 SURVIVOR BENEFIT PREMIUM	395083-5168 Pers Survivor Premiums	ACH110221	4,160.00	10000001646996		00015257	11/02/2021
EP	CALIFORNIA PUBLIC V006234	21/22 SURVIVOR BENEFIT PREMIUM	395083-5168 Pers Survivor Premiums	ACH110221	1,419.60	10000001647056		00015257	11/02/2021
EP	CALIFORNIA PUBLIC V006234	21/22 SURVIVOR BENEFIT PREMIUM	395083-5168 Pers Survivor Premiums	ACH110221	1,435.20	10000001647112		00015257	11/02/2021
<b>Check Total:</b>					<b>9,094.80</b>				
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/16 PD 10/22	0010-2140 Employee PERS W/H	ACH110221	58.35	PR2101021		00015258	11/02/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/16 PD 10/22	0010-2140 Employee PERS W/H	ACH110221	37,991.53	PR2101021		00015258	11/02/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/16 PD 10/22	0010-2150 Survivor Benefit Package	ACH110221	120.52	PR2101021		00015258	11/02/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/16 PD 10/22	0010-2195 PERS Uniform	ACH110221	30.79	PR2101021		00015258	11/02/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/16 PD 10/22	0029-2140 Employee PERS W/H	ACH110221	194.53	PR2101021		00015258	11/02/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/16 PD 10/22	0029-2140 Employee PERS W/H	ACH110221	149.74	PR2101021		00015258	11/02/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/16 PD 10/22	0029-2150 Survivor Benefit Package	ACH110221	0.86	PR2101021		00015258	11/02/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/16 PD 10/22	0029-2195 PERS Uniform	ACH110221	0.11	PR2101021		00015258	11/02/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/16 PD 10/22	0037-2140 Employee PERS W/H	ACH110221	490.97	PR2101021		00015258	11/02/2021
EP	CALIFORNIA PUBLIC	PERS P/E 10/16 PD 10/22	0037-2140	ACH110221	364.00	PR2101021		00015258	11/02/2021

**City of Placentia**  
**Electronic Disbursement Register**  
**For 11/09/2021**

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 10/16 PD 10/22	0037-2150 Survivor Benefit Package	ACH110221	1.04	PR2101021		00015258	11/02/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/16 PD 10/22	0048-2140 Employee PERS W/H	ACH110221	781.36	PR2101021		00015258	11/02/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/16 PD 10/22	0048-2140 Employee PERS W/H	ACH110221	0.17	PR2101021		00015258	11/02/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/16 PD 10/22	0048-2140 Employee PERS W/H	ACH110221	538.74	PR2101021		00015258	11/02/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/16 PD 10/22	0048-2150 Survivor Benefit Package	ACH110221	2.17	PR2101021		00015258	11/02/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/16 PD 10/22	0010-2140 Employee PERS W/H	ACH110221	57,913.92	PR2101021		00015258	11/02/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/16 PD 10/22	0048-2195 PERS Uniform	ACH110221	0.53	PR2101021		00015258	11/02/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/16 PD 10/22	0058-2150 Survivor Benefit Package	ACH110221	0.93	PR2101021		00015258	11/02/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/16 PD 10/22	0050-2140 Employee PERS W/H	ACH110221	1,428.57	PR2101021		00015258	11/02/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/16 PD 10/22	0050-2140 Employee PERS W/H	ACH110221	598.25	PR2101021		00015258	11/02/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/16 PD 10/22	0050-2150 Survivor Benefit Package	ACH110221	1.39	PR2101021		00015258	11/02/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/16 PD 10/22	0050-2195 PERS Uniform	ACH110221	1.17	PR2101021		00015258	11/02/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/16 PD 10/22	0054-2140 Employee PERS W/H	ACH110221	236.36	PR2101021		00015258	11/02/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/16 PD 10/22	0054-2140 Employee PERS W/H	ACH110221	179.56	PR2101021		00015258	11/02/2021
EP	CALIFORNIA PUBLIC	PERS P/E 10/16 PD 10/22	0054-2150	ACH110221	0.50	PR2101021		00015258	11/02/2021

**City of Placentia**  
**Electronic Disbursement Register**  
**For 11/09/2021**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V010053		Survivor Benefit Package						
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/16 PD 10/22	0058-2140 Employee PERS W/H	ACH110221	153.85	PR2101021		00015258	11/02/2021
EP	CALIFORNIA PUBLIC V010053	PERS P/E 10/16 PD 10/22	0058-2140 Employee PERS W/H	ACH110221	136.82	PR2101021		00015258	11/02/2021
			<b>Check Total:</b>		<b>101,376.73</b>				
EP	ICMA RETIREMENT TRUST V000496	PE 10/16/21 PD 10/22/21	0029-2170 Deferred Comp Payable - ICMA	PY21021	34.08	2995/2101021		00015259	11/04/2021
EP	ICMA RETIREMENT TRUST V000496	PE 10/16/21 PD 10/22/21	0037-2170 Deferred Comp Payable - ICMA	PY21021	159.75	2995/2101021		00015259	11/04/2021
EP	ICMA RETIREMENT TRUST V000496	PE 10/16/21 PD 10/22/21	0048-2170 Deferred Comp Payable - ICMA	PY21021	315.13	2995/2101021		00015259	11/04/2021
EP	ICMA RETIREMENT TRUST V000496	PE 10/16/21 PD 10/22/21	0050-2170 Deferred Comp Payable - ICMA	PY21021	473.30	2995/2101021		00015259	11/04/2021
EP	ICMA RETIREMENT TRUST V000496	PE 10/16/21 PD 10/22/21	0010-2170 Deferred Comp Payable - ICMA	PY21021	20,977.98	2995/2101021		00015259	11/04/2021
EP	ICMA RETIREMENT TRUST V000496	PE 10/16/21 PD 10/22/21	0054-2170 Deferred Comp Payable - ICMA	PY21021	82.43	2995/2101021		00015259	11/04/2021
			<b>Check Total:</b>		<b>22,042.67</b>				
EP	PLACENTIA FIREFIGHTERS V011878	PE 10/16/21 PD 10/22/21	0010-2178 Placentia Police Assoc Dues	PY21021	665.00	2680/2101021		00015260	11/04/2021
			<b>Check Total:</b>		<b>665.00</b>				
EP	PLACENTIA POLICE V000839	PE 10/16/21 PD 10/22/21	0010-2180 Police Mgmt Assn Dues	PY21021	784.73	2625/2101021		00015261	11/04/2021
EP	PLACENTIA POLICE V000839	PE 10/16/21 PD 10/22/21	0050-2180 Police Mgmt Assn Dues	PY21021	19.41	2625/2101021		00015261	11/04/2021
			<b>Check Total:</b>		<b>804.14</b>				
EP	PLACENTIA POLICE V003519	PE 10/16/21 PD 10/22/21	0010-2178 Placentia Police Assoc Dues	PY21021	2,961.22	2620/2101021		00015262	11/04/2021

**City of Placentia**  
**Electronic Disbursement Register**  
**For 11/09/2021**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	PLACENTIA POLICE V003519	PE 10/16/21 PD 10/22/21	0050-2178 Placentia Police Assoc Dues	PY21021	65.88	2620/2101021		00015262	11/04/2021
<b>Check Total:</b>					<b>3,027.10</b>				
EP	BANK OF AMERICA V008741	COUNCIL SUPPLIES	101001-6245 Meetings & Conferences	ACH102821	102.79	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	LEAGUE CONF AIRFARE	101001-6245 Meetings & Conferences	ACH102821	638.96	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	COUNCIL SUPPLIES	101001-6245 Meetings & Conferences	ACH102821	161.44	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	COUNCIL SUPPLIES	101001-6245 Meetings & Conferences	ACH102821	314.51	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	BEREAVEMENT FLOWERS	101001-6301 Special Department Supplies	ACH102821	86.97	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	ENVELOPES	101001-6301 Special Department Supplies	ACH102821	13.04	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	AWARD SUBMISSION FEE - FIRE	101511-6245 Meetings & Conferences	ACH102821	125.00	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	AWARD SUBMISSION FEE - TOD	101511-6245 Meetings & Conferences	ACH102821	125.00	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	AWARD SUBMISSION FEE - NAV CTRI	101511-6245 Meetings & Conferences	ACH102821	125.00	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	LEAGUE MTG REG - ARRULA	101511-6245 Meetings & Conferences	ACH102821	45.00	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	LEAGUE CONF UBER - ARRULA	101511-6245 Meetings & Conferences	ACH102821	9.93	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	MISC SUPPLIES	101511-6245 Meetings & Conferences	ACH102821	5.09	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	LEAGUE CONF UBER - ARRULA	101511-6245 Meetings & Conferences	ACH102821	11.85	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA	LEAGUE CONF HOTEL - ORTEGA	101511-6245	ACH102821	142.54	SEPTEMBER 21		00015263	11/03/2021

**City of Placentia**  
**Electronic Disbursement Register**  
**For 11/09/2021**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V008741		Meetings & Conferences						
EP	BANK OF AMERICA V008741	LEAGUE CONF TAXI - ARRULA	101511-6245 Meetings & Conferences	ACH102821	48.80	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	LEAGUE CONF HOTEL - ORTEGA	101511-6245 Meetings & Conferences	ACH102821	476.50	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	LEAGUE CONF HOTEL - ARRULA	101511-6245 Meetings & Conferences	ACH102821	500.08	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	LEAGUE CONF SUPPLIES	101511-6245 Meetings & Conferences	ACH102821	6.99	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	LEAGUE CONF UBER - ARRULA	101511-6245 Meetings & Conferences	ACH102821	8.95	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	101511-6315 Office Supplies	ACH102821	30.15	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	101511-6315 Office Supplies	ACH102821	8.69	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	101511-6315 Office Supplies	ACH102821	41.70	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	NOTARY TRAINING MEALS - PEREZ	101512-6250 Staff Training	ACH102821	10.76	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	INTERVIEW PANEL MEALS	101512-6301 Special Department Supplies	ACH102821	38.68	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	SEPT STAFF B-DAY SUPPLIES	101512-6301 Special Department Supplies	ACH102821	33.27	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	INTERVIEW PANEL MEALS	101512-6301 Special Department Supplies	ACH102821	59.97	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	INTERVIEW PANEL MEALS	101512-6301 Special Department Supplies	ACH102821	28.26	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	INTERVIEW PANEL MEALS	101512-6301 Special Department Supplies	ACH102821	18.77	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA	INTERVIEW PANEL MEALS	101512-6301	ACH102821	48.75	SEPTEMBER 21		00015263	11/03/2021

**City of Placentia**  
**Electronic Disbursement Register**  
**For 11/09/2021**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V008741		Special Department Supplies						
EP	BANK OF AMERICA V008741	INTERVIEW PANEL SUPPLIES	101512-6301 Special Department Supplies	ACH102821	10.65	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	INTERVIEW PANEL MEALS	101512-6301 Special Department Supplies	ACH102821	72.72	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	101512-6315 Office Supplies	ACH102821	35.62	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	INTERVIEW PANEL SUPPLIES	101512-6315 Office Supplies	ACH102821	30.44	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	101512-6315 Office Supplies	ACH102821	46.31	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	101512-6315 Office Supplies	ACH102821	53.08	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	PAPER	101513-6315 Office Supplies	ACH102821	33.21	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	RECORDS SUPPLIES	101513-6315 Office Supplies	ACH102821	24.46	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	SAMS MEMBERSHIP	101515-6301 Special Department Supplies	ACH102821	110.25	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	DISPATCH HEADSET PADS	101515-6301 Special Department Supplies	ACH102821	77.04	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	DISPATCH BREAKROOM SUPPLIES	101515-6301 Special Department Supplies	ACH102821	102.52	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	CREDIT - SAMS MEMBERSHIP	101515-6301 Special Department Supplies	ACH102821	-107.75	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	SEPT CONFERENCE CALL SVS	101523-6136 Software Maintenance	ACH102821	239.92	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	ROUTER FOR GOMEZ CENTER	101523-6301 Special Department Supplies	ACH102821	107.74	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA	PHONE CASES	101523-6301	ACH102821	21.76	SEPTEMBER 21		00015263	11/03/2021

**City of Placentia**  
**Electronic Disbursement Register**  
**For 11/09/2021**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V008741		Special Department Supplies						
EP	BANK OF AMERICA V008741	SEPT FASTRAK - BROWN	102020-5199 Other Employee Benefits	ACH102821	325.00	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	LEAGUE CONF TAXI - BROWN	102020-6245 Meetings & Conferences	ACH102821	41.85	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	LEAGUE CONF MEAL - BROWN	102020-6245 Meetings & Conferences	ACH102821	25.75	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	LEAGUE CONF HOTEL - BROWN	102020-6245 Meetings & Conferences	ACH102821	719.75	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	GFOA TRAINING REG - GALVAN	102020-6250 Staff Training	ACH102821	135.00	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	GOV TAX WEBINAR REG - FINANCE	102020-6250 Staff Training	ACH102821	410.00	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	CAPPO MEMBERSHIP - BROWN	102020-6255 Dues & Memberships	ACH102821	130.00	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	GFOA AGENCY MEMBERSHIP	102020-6255 Dues & Memberships	ACH102821	595.00	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	PD SUPERVISORS MTG SUPPLIES	103040-6245 Meetings & Conferences	ACH102821	30.14	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	PD COMMAND MTG MEALS	103040-6245 Meetings & Conferences	ACH102821	61.83	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	LUNCH MEETING MEALS	103040-6245 Meetings & Conferences	ACH102821	21.83	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	SHIPPING CHARGES	103040-6325 Postage	ACH102821	5.00	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	SHIPPING CHARGES	103040-6325 Postage	ACH102821	13.28	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	MDC REPAIR SERVICES	103041-6137 Repair Maint/Equipment	ACH102821	71.55	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA	SWAT KEY LOCK	103041-6301	ACH102821	28.26	SEPTEMBER 21		00015263	11/03/2021

**City of Placentia**  
**Electronic Disbursement Register**  
**For 11/09/2021**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V008741		Special Department Supplies						
EP	BANK OF AMERICA V008741	COFFEE CARAFE FOR PD	103041-6301 Special Department Supplies	ACH102821	127.08	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	K9 DOG FOOD	103041-6301 Special Department Supplies	ACH102821	59.05	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	CARAFE DRIP TRAYS FOR PD	103041-6301 Special Department Supplies	ACH102821	48.78	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	SUREFIRE BATTERIES	103041-6301 Special Department Supplies	ACH102821	171.99	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	9/27-10/26 MCV DIRECT TV	103041-6301 Special Department Supplies	ACH102821	88.99	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	SWAT UNIFORM EMBROIDERY	103041-6360 Uniforms	ACH102821	32.32	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	SEPT PD MAPPING SOFTWARE SVS	103042-6290 Dept. Contract Services	ACH102821	15.00	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	JAIL BLANKETS	103043-6301 Special Department Supplies	ACH102821	284.37	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	CRIME SCENE TAPE	103043-6301 Special Department Supplies	ACH102821	136.32	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	GLOVES & PACKAGING SUPPLIES	103043-6301 / 50500-6301 Special Department Supplies	ACH102821	1,098.24	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	ARSON INVESTIGATOR REG - PONO	103065-6245 Meetings & Conferences	ACH102821	1,380.00	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	WOMEN IN FIRE CONF REG - LOMEL	103066-6250 Staff Training	ACH102821	705.00	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	FIRE CONF HOTEL - LOMELI	103066-6250 Staff Training	ACH102821	524.97	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	FD CLEANING SUPPLIES	103066-6301 Special Department Supplies	ACH102821	64.09	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA	FD CLEANING SUPPLIES	103066-6301	ACH102821	3.75	SEPTEMBER 21		00015263	11/03/2021

**City of Placentia**  
**Electronic Disbursement Register**  
**For 11/09/2021**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V008741		Special Department Supplies						
EP	BANK OF AMERICA V008741	FIRE PREVENTION MATERIALS	103066-6401 Community Programs	ACH102821	167.42	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	LEAGUE CONF UBER - ESTEVEZ	103550-6245 Meetings & Conferences	ACH102821	11.99	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	LEAGUE CONF TAXI - ESTEVEZ	103550-6245 Meetings & Conferences	ACH102821	57.80	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	LEAGUE CONF UBER - ESTEVEZ	103550-6245 Meetings & Conferences	ACH102821	11.87	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	LEAGUE CONF TAXI - ESTEVEZ	103550-6245 Meetings & Conferences	ACH102821	43.60	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	LEAGUE CONF PARKING - ESTEVEZ	103550-6245 Meetings & Conferences	ACH102821	52.00	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	LEAGUE CONF HOTEL - ESTEVEZ	103550-6245 Meetings & Conferences	ACH102821	476.50	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	103550-6315 Office Supplies	ACH102821	34.65	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	IPAD CABLES	103550-6315 Office Supplies	ACH102821	35.56	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	103550-6315 Office Supplies	ACH102821	54.80	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	STAPLES FOR COPIER	103550-6315 Office Supplies	ACH102821	81.69	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	PW HATS	103650-6360 Uniforms	ACH102821	193.57	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	PW HATS	103650-6360 Uniforms	ACH102821	104.23	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	PW STAFF SHIRTS	103650-6360 Uniforms	ACH102821	119.65	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA	PW HATS	103650-6360	ACH102821	43.44	SEPTEMBER 21		00015263	11/03/2021

**City of Placentia**  
**Electronic Disbursement Register**  
**For 11/09/2021**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V008741		Uniforms						
EP	BANK OF AMERICA V008741	PW HATS	103650-6360 Uniforms	ACH102821	133.68	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	STREET MAIN SUPPLIES	103652-6301 Special Department Supplies	ACH102821	124.44	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	COUNCIL SUPPLIES	101001-6245 Meetings & Conferences	ACH102821	379.64	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	PAINT	103652-6301 Special Department Supplies	ACH102821	177.36	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	MICROPHONE BATTERIES	581573-6301 Special Department Supplies	ACH102821	53.28	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	PAINT THINNER, SPRAY CANS	103652-6301 Special Department Supplies	ACH102821	71.35	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	SIGN SHOP COMPUTER MONITOR	103652-6301 Special Department Supplies	ACH102821	432.68	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	GRAFFITI SUPPLIES	103652-6301 Special Department Supplies	ACH102821	446.38	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	CONCRETE	103652-6301 Special Department Supplies	ACH102821	75.22	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	DOOR POLISHING SUPPLIES	103654-6130 Repair & Maint/Facilities	ACH102821	33.24	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	DOOR POLISHING SUPPLIES	103654-6130 Repair & Maint/Facilities	ACH102821	23.62	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	FACILITY REPAIR SUPPLIES	103654-6130 Repair & Maint/Facilities	ACH102821	72.73	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	CORD PROTECTOR	103654-6130 Repair & Maint/Facilities	ACH102821	28.25	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	CREDIT - CORD PROTECTOR	103654-6130 Repair & Maint/Facilities	ACH102821	-28.24	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA	FACILITY REPAIR SUPPLIES	103654-6130	ACH102821	135.62	SEPTEMBER 21		00015263	11/03/2021

**City of Placentia**  
**Electronic Disbursement Register**  
**For 11/09/2021**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V008741		Repair & Maint/Facilities						
EP	BANK OF AMERICA V008741	FACILITY REPAIR SUPPLIES	103654-6130 Repair & Maint/Facilities	ACH102821	263.48	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	DOOR POLISHING SUPPLIES	103654-6130 Repair & Maint/Facilities	ACH102821	247.72	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	FACILITY REPAIR SUPPLIES	103654-6130 Repair & Maint/Facilities	ACH102821	50.04	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	PW SUPPLIES	103654-6130 Repair & Maint/Facilities	ACH102821	37.43	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	PAINT	103654-6130 Repair & Maint/Facilities	ACH102821	38.46	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	DOOR GUIDES	103654-6130 Repair & Maint/Facilities	ACH102821	39.10	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	SECURITY LIGHTING	103654-6130 Repair & Maint/Facilities	ACH102821	293.59	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	BEDSIDE READING LIGHTS	103654-6301 Special Department Supplies	ACH102821	130.47	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	GARBAGE DISPOSAL	103654-6301 Special Department Supplies	ACH102821	128.22	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	JANITORIAL SUPPLIES	103654-6301 Special Department Supplies	ACH102821	40.10	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	OFFICE CHAIRS	103654-6301 Special Department Supplies	ACH102821	347.98	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	FACILITY REPAIR SUPPLIES	103654-6301 Special Department Supplies	ACH102821	50.42	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	COMPUTER MONITOR FOR PW	103654-6301 Special Department Supplies	ACH102821	189.86	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	DOOR POLISHING SUPPLIES	103654-6301 Special Department Supplies	ACH102821	59.13	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA	DISPENSER FOR CITY HALL	103654-6301	ACH102821	130.47	SEPTEMBER 21		00015263	11/03/2021

**City of Placentia**  
**Electronic Disbursement Register**  
**For 11/09/2021**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V008741		Special Department Supplies						
EP	BANK OF AMERICA V008741	JANITORIAL SUPPLIES	103654-6301 Special Department Supplies	ACH102821	5.64	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	JANITORIAL SUPPLIES	103654-6301 Special Department Supplies	ACH102821	82.80	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	LIGHT BULBS	103654-6301 Special Department Supplies	ACH102821	104.19	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	WAX RING	103654-6301 Special Department Supplies	ACH102821	23.68	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	WATER PUMP	103654-6350 Small Tools/Equipment	ACH102821	506.38	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	ELECTRICAL PARTS	103655-6130 Repair & Maint/Facilities	ACH102821	30.17	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	BRIDGE REPAIR SUPPLIES	103655-6130 Repair & Maint/Facilities	ACH102821	618.13	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	LIGHT BULBS	103655-6130 Repair & Maint/Facilities	ACH102821	34.78	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	TWO WAY RADIOS	103655-6301 Special Department Supplies	ACH102821	76.11	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	SAFETY GLASSES	103655-6301 Special Department Supplies	ACH102821	56.63	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	SAFETY VESTS	103655-6301 Special Department Supplies	ACH102821	77.19	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	SAFETY VESTS	103655-6301 Special Department Supplies	ACH102821	78.36	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	BRIDGE REPAIR SUPPLIES	103655-6301 Special Department Supplies	ACH102821	620.00	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	BRIDGE REPAIR SUPPLIES	103655-6301 Special Department Supplies	ACH102821	99.39	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA	CITY VEHICLE SMOG CHECK	103658-6134	ACH102821	45.00	SEPTEMBER 21		00015263	11/03/2021

**City of Placentia**  
**Electronic Disbursement Register**  
**For 11/09/2021**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V008741		Vehicle Repair & Maintenance						
EP	BANK OF AMERICA V008741	CITY VEHICLE SMOG CHECK	103658-6134 Vehicle Repair & Maintenance	ACH102821	45.00	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	CITY VEHICLE SMOG CHECK	103658-6134 Vehicle Repair & Maintenance	ACH102821	45.00	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	TRUCK SIDE STEPS	103658-6134 Vehicle Repair & Maintenance	ACH102821	59.12	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	ELECTRIC FUEL PUMP	103658-6134 Vehicle Repair & Maintenance	ACH102821	23.91	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	DOT COMPLIANCE FEES	103658-6257 Licenses & Permits	ACH102821	199.00	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	MECHANIC ASE CERTIFICATION	103658-6257 Licenses & Permits	ACH102821	48.00	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	GASOLINE FOR UNIT 71	103658-6345 Gasoline & Diesel Fuel	ACH102821	92.44	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	GASOLINE FOR UNIT 71	103658-6345 Gasoline & Diesel Fuel	ACH102821	67.90	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	GASOLINE FOR UNIT 77	103658-6345 Gasoline & Diesel Fuel	ACH102821	75.37	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	GASOLINE FOR UNIT 71	103658-6345 Gasoline & Diesel Fuel	ACH102821	89.42	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	GASOLINE FOR UNIT 71	103658-6345 Gasoline & Diesel Fuel	ACH102821	74.50	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	GASOLINE FOR UNIT 71	103658-6345 Gasoline & Diesel Fuel	ACH102821	89.65	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	GASOLINE FOR UNIT 71	103658-6345 Gasoline & Diesel Fuel	ACH102821	97.47	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	GASOLINE FOR UNIT 71	103658-6345 Gasoline & Diesel Fuel	ACH102821	84.50	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA	GASOLINE FOR UNIT 71	103658-6345	ACH102821	60.96	SEPTEMBER 21		00015263	11/03/2021

**City of Placentia**  
**Electronic Disbursement Register**  
**For 11/09/2021**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V008741		Gasoline & Diesel Fuel						
EP	BANK OF AMERICA V008741	HYDRAULIC PUMP	103658-6350 Small Tools/Equipment	ACH102821	163.11	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	LEAGUE CONF TAXI - CROCKER	104070-6245 Meetings & Conferences	ACH102821	45.00	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	LEAGUE CONF TAXI - CROCKER	104070-6245 Meetings & Conferences	ACH102821	37.60	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	LEAGUE CONF HOTEL - CROCKER	104070-6245 Meetings & Conferences	ACH102821	483.63	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	LEAGUE CONF PARKING - CROCKER	104070-6245 Meetings & Conferences	ACH102821	48.00	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	LEAGUE CONF MEAL - CROCKER	104070-6245 Meetings & Conferences	ACH102821	31.00	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	104070-6315 Office Supplies	ACH102821	74.95	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	104070-6315 Office Supplies	ACH102821	137.80	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	104070-6315 Office Supplies	ACH102821	75.28	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	SEPT REC SCHEDULING SVS	104071-6099 Professional Services	ACH102821	108.00	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	CREDIT - IRRIGATION SUPPLIES	104071-6130 Repair & Maint/Facilities	ACH102821	-16.03	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	FLOW CONTROL VALVES	104071-6130 Repair & Maint/Facilities	ACH102821	248.96	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	PIPE WRENCH, STAKE FLAGS	104071-6130 Repair & Maint/Facilities	ACH102821	85.17	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	TOILET PLUNGER	104071-6130 Repair & Maint/Facilities	ACH102821	16.14	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA	AXE, SAW BLADES	104071-6130	ACH102821	68.91	SEPTEMBER 21		00015263	11/03/2021

**City of Placentia**  
**Electronic Disbursement Register**  
**For 11/09/2021**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V008741		Repair & Maint/Facilities						
EP	BANK OF AMERICA V008741	LOCTITE ADHESIVE, GLOVES	104071-6130 Repair & Maint/Facilities	ACH102821	43.21	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	NRPA VITUAL CONF REG - ORTIZ	104071-6245 Meetings & Conferences	ACH102821	345.00	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	CS WORKING MEETING MEALS	104071-6245 Meetings & Conferences	ACH102821	76.34	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	LIFEGUARD CERT - FURUMOTO	104071-6250 Staff Training	ACH102821	40.00	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	LIFEGUARD CERT - METCALF	104071-6250 Staff Training	ACH102821	38.00	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	CPRP CERT - ORTIZ	104071-6250 Staff Training	ACH102821	65.00	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	SEPT SPOTIFY FEES	104071-6299 Other Purchased Services	ACH102821	15.99	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	SEPT NETFLIX FEES	104071-6299 Other Purchased Services	ACH102821	17.99	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	TOOL KIT, CRAFT SUPPLIES	104071-6301 Special Department Supplies	ACH102821	59.11	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	CTLC SUPPLIES	104071-6301 Special Department Supplies	ACH102821	53.25	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	WATER METER VALVE	104071-6301 Special Department Supplies	ACH102821	14.94	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	BASKETBALL	104071-6301 Special Department Supplies	ACH102821	34.25	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	NEEDLE NOSE PLIERS	104071-6301 Special Department Supplies	ACH102821	13.99	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	REFRIGERATOR FOR GOMEZ CTR	104071-6301 Special Department Supplies	ACH102821	852.30	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA	DISPOSABLE GLOVES	104071-6301	ACH102821	18.47	SEPTEMBER 21		00015263	11/03/2021

**City of Placentia**  
**Electronic Disbursement Register**  
**For 11/09/2021**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V008741		Special Department Supplies						
EP	BANK OF AMERICA V008741	KNEE PADS	104071-6301 Special Department Supplies	ACH102821	26.87	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	CLOROX WIPES	104071-6301 Special Department Supplies	ACH102821	32.14	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	104071-6301 Special Department Supplies	ACH102821	32.50	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	104071-6301 Special Department Supplies	ACH102821	18.25	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	104071-6301 Special Department Supplies	ACH102821	85.42	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	CLEANING SUPPLIES	104071-6301 Special Department Supplies	ACH102821	44.01	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	SEPT LET'S DANCE MEALS	104071-6301 Special Department Supplies	ACH102821	303.68	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	104071-6301 Special Department Supplies	ACH102821	10.39	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	DOOR LOCKS	104071-6301 Special Department Supplies	ACH102821	324.14	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	DOOR LOCKS	104071-6301 Special Department Supplies	ACH102821	324.14	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	LOCKS FOR FACILITY BLDGS	104071-6301 Special Department Supplies	ACH102821	648.28	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	HERITAGE GOLF CART RENTALS	104078-6299 Other Purchased Services	ACH102821	2,400.00	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	HERITAGE GOLF CART RENTALS	104078-6299 Other Purchased Services	ACH102821	466.50	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	HERITAGE SUPPLIES	104078-6301 Special Department Supplies	ACH102821	39.06	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA	HERITAGE SUPPLIES	104078-6301	ACH102821	36.87	SEPTEMBER 21		00015263	11/03/2021

**City of Placentia**  
**Electronic Disbursement Register**  
**For 11/09/2021**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V008741		Special Department Supplies						
EP	BANK OF AMERICA V008741	HERITAGE SUPPLIES	104078-6301 Special Department Supplies	ACH102821	11.94	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	HERITAGE SUPPLIES	104078-6301 Special Department Supplies	ACH102821	51.11	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	HERITAGE SUPPLIES	104078-6301 Special Department Supplies	ACH102821	46.68	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	HERITAGE SUPPLIES	104078-6301 Special Department Supplies	ACH102821	349.64	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	HERTIAGE SUPPLIES	104078-6301 Special Department Supplies	ACH102821	415.13	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	SR CENTER SUPLIES	104079-6301 Special Department Supplies	ACH102821	178.52	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	SR CENTER MEALS	104079-6301 Special Department Supplies	ACH102821	190.04	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	SR CENTER SUPPLIES	104079-6301 Special Department Supplies	ACH102821	131.76	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	SR CENTER SUPPLIES	104079-6301 Special Department Supplies	ACH102821	70.50	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	SR CENTER SUPPLIES	104079-6301 Special Department Supplies	ACH102821	42.36	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	SR CENTER SUPPLIES	104079-6301 Special Department Supplies	ACH102821	24.75	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	DEPT HEAD MTG SUPPLIES	109595-6245 Meetings & Conferences	ACH102821	50.60	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	FIRE SAFETY MTG MEALS	109595-6245 Meetings & Conferences	ACH102821	133.00	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	WORKING LUNCH MEALS	109595-6245 Meetings & Conferences	ACH102821	90.91	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA	BLDG FACADE MTG MEALS	109595-6245	ACH102821	90.15	SEPTEMBER 21		00015263	11/03/2021

**City of Placentia**  
**Electronic Disbursement Register**  
**For 11/09/2021**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V008741		Meetings & Conferences						
EP	BANK OF AMERICA V008741	LEAGUE CONF STAFF DINNER	109595-6245 Meetings & Conferences	ACH102821	686.73	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	CHAMBER BREAKFAST REG	109595-6245 Meetings & Conferences	ACH102821	150.00	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	LEAGUE CONF SUPPLIES	109595-6245 Meetings & Conferences	ACH102821	7.98	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	LABOR NEGOTIATIONS MTG MEALS	109595-6245 Meetings & Conferences	ACH102821	47.46	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	MEETING SUPPLIES	109595-6301 Special Department Supplies	ACH102821	27.10	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	BROWN BAG HIGH FIVE AWARDS	109595-6301 Special Department Supplies	ACH102821	130.39	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	BROWN BAG MEALS	109595-6301 Special Department Supplies	ACH102821	543.21	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	BROWN BAG MEALS	109595-6301 Special Department Supplies	ACH102821	54.33	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	MEETING SUPPLIES	109595-6301 Special Department Supplies	ACH102821	18.04	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	MEETING SUPPLIES	109595-6301 Special Department Supplies	ACH102821	26.18	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	MEETING, COFFEE SUPPLIES	109595-6301 Special Department Supplies	ACH102821	196.91	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	MEETING SUPPLIES	109595-6301 Special Department Supplies	ACH102821	30.81	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	PD TRAINING HOTEL - KENNICUTT	213041-6250 Staff Training	ACH102821	887.44	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	PD TRAINING REG - GRIFFITH	213041-6250 Staff Training	ACH102821	9.94	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA	PD TRAINING REG - GRIFFITH	213041-6250	ACH102821	375.00	SEPTEMBER 21		00015263	11/03/2021

**City of Placentia**  
**Electronic Disbursement Register**  
**For 11/09/2021**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V008741		Staff Training						
EP	BANK OF AMERICA V008741	BIKE HELMETS	503590-6301 Special Department Supplies	ACH102821	1,006.70	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	OTC BIKE & PED WORKSHOP REG	503590-6301 Special Department Supplies	ACH102821	487.27	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	BIKE SAFETY EVENT SUPPLIES	503590-6301 Special Department Supplies	ACH102821	56.20	SEPTEMBER 21		00015263	11/03/2021
EP	BANK OF AMERICA V008741	CHAMBER AUDIO EQUIPMENT	581573-6301 Special Department Supplies	ACH102821	36.13	SEPTEMBER 21		00015263	11/03/2021
<b>Check Total:</b>					<b>35,527.30</b>				
<b>Type Total:</b>					<b>172,537.74</b>				
<b>Check Total:</b>					<b>172,537.74</b>				



# Placentia City Council

## **AGENDA REPORT**

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR / SUPPORT AND EMERGENCY SERVICES

DATE: NOVEMBER 16, 2021

SUBJECT: **MAKING THE LEGALLY REQUIRED FINDINGS TO CONTINUE TO AUTHORIZE THE CONDUCT OF REMOTE "TELEPHONIC" MEETINGS DURING THE STATE OF EMERGENCY**

FISCAL  
IMPACT: None

### **SUMMARY:**

On Friday, September 17, 2021, the Governor signed Assembly Bill (AB) 361. Because the bill contained urgency findings, the law is now in effect. AB-361 allows local agencies to continue to conduct remote ("Zoom") meetings during a declared state of emergency, provided local agencies comply with specified requirements. Absent this legislation, local agencies would have had to return to traditional meetings beginning on October 1, 2021.

Starting October 1, 2021 and running through the end of 2023, to participate in remote meetings, public agencies must comply with the requirements of new subsection (e) of Government Code section 54953. By majority vote the City Council must determine that "as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees," and that a state of emergency remains active and continues to directly impact the ability of the members to meet safely in person.

Staff recommended that both the initial determination, and all subsequent determinations be made by City Council resolution. At the October 5, 2021 meeting, City Council approved Resolution R-2021-57 making the initial determination. On October 19, 2021 the City Council approved Resolution R-2021-60 confirming the subsequent determination to continue remote meetings. Resolution R-2021-63 (Attachment 1) would continue to confirm the subsequent determination to continue remote meetings.

### **RECOMMENDATION:**

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

Approve Resolution R-2021-63, a Resolution of the City Council of the City of Placentia, California, making the legally required findings to continue to authorize the conduct of remote "telephonic" meetings during the state of emergency.

**1. d.**  
**Nov. 16, 2021**

**DISCUSSION:**

On March 4, 2020, Governor Newsom declared a state of emergency. That declaration is still in effect. Since March 12, 2020, Executive Orders from the Governor have relaxed various Brown Act meeting requirements to allow remote meetings and to temporarily suspended the Brown Act provisions requiring the physical presence of members at the public meetings. The most recent extension of that authorization expired at the end of September 2021.

Starting October 1, 2021 and running through the end of 2023, to participate in remote meetings, public agencies must comply with the requirements of new subsection (e) of Government Code section 54953.

The first remote public meeting of a legislative body on or after October 1, 2021 is allowed only if it is during a state of emergency proclaimed by the Governor, and at least one of the following is true:

1. State or local officials have imposed or recommended measures to promote social distancing; or
2. The legislative body is holding a meeting for the purpose of determining “whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.” That is, the legislative body will be determining whether there is such risk; or
3. By “majority vote” the legislative body determines that “as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees.” That is, the legislative body already determined there is such risk.

Any time after the first remote meeting of the legislative body, it can meet remotely if both of the following apply:

1. State/local emergency/social distancing. Either:
  - a. “A state of emergency remains active;” or
  - b. State or local officials have imposed or recommended measures to promote social distancing;” and
2. 30 days. Within the last 30 days (which vote may occur at that meeting) the legislative body has made the following findings by majority vote:
  - a. The legislative body has reconsidered the circumstances of the state of emergency; and
  - b. Any of the following circumstances exist:
    - i. The state of emergency continues to directly impact the ability of the members to meet safely in person; or
    - ii. State or local officials continue to impose or recommend measures to promote social distancing.

Subsection (e)(3) of Government Code section 54953 states that after the legislative body makes this determination, the legislative body must make this determination “every 30 days thereafter.”

The City Council made the initial determination to conduct remote meetings at the October 5, 2021 meeting by adopting Resolution R-2021-57, and the City Attorney and Staff recommend that for each subsequent meeting (until there is no longer a desire to meet remotely), the City Council approve a Consent Calendar item to make the legally required finding described in subsection (e)(3), and thereby allow the City Council and all boards, commissions, and committees to continue to meet remotely.

On October 19, 2021 City Council approved Resolution R-2021-60 confirming the subsequent determination to continue remote meetings for 30 days.

Approval of Resolution R-2021-63 (Attachment 1) would confirm the subsequent determination to continue remote meetings for an additional 30 days.

Prepared by:

  
\_\_\_\_\_  
Karen O'Leary  
Deputy City Clerk

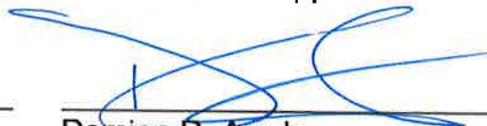
Reviewed and approved:

  
\_\_\_\_\_  
Rosanna Ramirez  
Deputy City Administrator

Reviewed and approved:

  
\_\_\_\_\_  
Christian L. Bettenhausen  
City Attorney

Reviewed and approved:

  
\_\_\_\_\_  
Damien R. Arrula  
City Administrator

Attachment:

Resolution R-2021-63 – Authorizing Continued Remote Meeting Participation

## RESOLUTION NO. R-2021-63

### A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, MAKING THE LEGALLY REQUIRED FINDINGS TO CONTINUE TO AUTHORIZE THE CONDUCT OF REMOTE "TELEPHONIC" MEETINGS DURING THE STATE OF EMERGENCY

#### A. Recitals.

(i). On March 4, 2020, pursuant to California Gov. Code Section 8625, the Governor declared a state of emergency.

(ii). On September 17, 2021, Governor Newsom signed AB-361, which bill went into immediate effect as urgency legislation.

(iii). AB-361 added subsection (e) to Section 54953 to authorize legislative bodies to conduct remote meetings provided the legislative body makes specified findings.

(iv). As of September 19, 2021, the COVID-19 pandemic has killed more than 67,612 Californians.

(v). Social distancing measures remain to decrease the chance of the spread of COVID-19.

(vi). The City Council of the City of Placentia previously adopted Resolution R-2021-57 to authorize this body and subservient bodies of boards, commissions, and committees to conduct remote "telephonic" meetings.

(vii). The City Council of the City of Placentia previously adopted Resolution R-2021-60 to continue to authorize the conduct of remote "telephonic" meetings during the state of emergency.

(vi). Government Code Section 54953(e)(3) authorizes this legislative body to continue to conduct remote "telephonic" meetings provided that it has timely made the findings specified therein.

#### B. Resolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLACENTIA DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

1. In all respects as set forth in the Recitals, Part A., of this Resolution.

2. This legislative body declares that it has reconsidered the circumstances of the state of emergency declared by the Governor and at least one of the following is true: (1) the state of emergency continues to directly impact the ability of the members of this legislative body and subservient bodies of boards, commissions, and committees to meet safely in person; and/or (2) State or local officials continue to impose or recommend measures to promote social distancing.

3. The Mayor shall sign this resolution, and the City Clerk shall attest and certify to the passage and adoption thereof.

**PASSED, ADOPTED AND APPROVED** this 16<sup>th</sup> day of November 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 of the City of Placentia held on the 16<sup>th</sup> day of November 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: INTERIM CHIEF OF POLICE  
DATE: NOVEMBER 2, 2021

SECOND READING AND ADOPTION	
Ord No. <u>O-2021-09</u>	Date <u>11-16-2021</u> Item No. <u>1.e.</u>
First reading approved on <u>11-02-2021</u>	Item <u>3.a.</u>
(Date)	
Reviewed and Approved:	
Department Head	
Deputy City Clerk	

**SUBJECT: INTRODUCTION AND FIRST READING OF ORDINANCE NO. O-2021-09 AMENDING CHAPTER 10.34 (CAMPING AND STORAGE OF PERSONAL PROPERTY) OF TITLE 10 (PEACE, MORALS AND SAFETY) OF THE PLACENTIA MUNICIPAL CODE**

FISCAL  
IMPACT: None

**SUMMARY:**

On October 5, 2021, the Placentia City Council conducted a public hearing to consider Ordinance No. O-2021-09. During the public hearing, Council directed Staff and the City Attorney's Office to clarify the references to "living accommodation" or "habitation purposes" within the definition of "camp" or "camping."

As outlined during the October 5, 2021 meeting, the City of Placentia may adopt regulations to protect the health, safety, and welfare of the public. Public areas within the City should be accessible and available to residents and the public for their intended uses. Due to recent case law in the Ninth Circuit Court of Appeals, including *Martin v. City of Boise*, 902 F.3d 1031 (9th Cir. 2018), and difficulties enforcing the existing provisions of Chapter 10.34 of the Placentia Municipal Code ("PMC"), the Placentia Police Department and the Community Services Department noted the PMC required modification to address provisions relating to prohibitions against camping and storage of personal property to both provide safeguards and enable effective enforcement.

City staff have reviewed the current conditions and developed a proposed ordinance to amend Chapter 10.34 to improve enforcement and clarity related to camping and storage of personal property on public property. The proposed ordinance will allow the Police Department to enforce regulations in public parks and public spaces as they relate to camping and storage of personal property. Additional amendments to the PMC address clarity on definitions of terms related to the details of the ordinance. Exceptions include areas so designated by the City for camping and/or storage of personal property.

Staff is recommending that the City Council introduce the proposed ordinance for first reading.

**1. e.**  
**Nov. 16, 2021**  
**3. a.**  
**Nov. 2, 2021**

**RECOMMENDATION:**

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

1. Introduce for first reading, by title only, further reading waived, Ordinance No. O-2021-09, an Ordinance of the City Council of the City of Placentia, California, amending Chapter 10.34 (Camping and Storage of Personal Property) of Title 10 (Peace, Morals and Safety) of the Placentia Municipal Code; and
2. Find that the recommended actions are exempt from the California Environmental Quality Act ("CEQA") pursuant to Sections 15061(b)(3), 15060(c)(3), and 15378 of the CEQA Guidelines, Section 21065 of the Public Resources Code, and the City of Placentia Local Guidelines for implementing CEQA.

**DISCUSSION:**

The following tables outline the amendments to Chapter 10.34 of the PMC:

- **Section 10.34.020 (Definitions)**

<b>Existing</b>	<b>Amended/Added</b>
<ul style="list-style-type: none"> <li>• Camp – to pitch or occupy camp facilities; to use camp paraphernalia.</li> </ul>	<ul style="list-style-type: none"> <li>• Camp or camping – to pitch or occupy camp facilities and/or to use camp paraphernalia for living accommodation purposes, as evidenced by: (a) remaining for prolonged or repetitious periods of time, not associated with ordinary recreational use of the public area or public street, with one’s personal property; and (b) engaging in one or more of the following activities: sleeping, storing personal property, making a fire outside of a designated fire pit, or cooking meals. The combined activities of (a) and (b) herein constitute camping when it reasonably appears in light of all of the circumstances that a person is using the public area or public street as a living accommodation.</li> </ul>
<ul style="list-style-type: none"> <li>• Not applicable.</li> </ul>	<ul style="list-style-type: none"> <li>• City – means City of Placentia, a municipal corporation of the State of California, in its present incorporated form or in any later reorganized, consolidated, enlarged or re-incorporated form.</li> </ul>
<ul style="list-style-type: none"> <li>• Civic Center Plaza – means the public complex located at 401-411 E. Chapman Avenue, Placentia.</li> </ul>	<ul style="list-style-type: none"> <li>• Removed.</li> </ul>
<ul style="list-style-type: none"> <li>• Not applicable.</li> </ul>	<ul style="list-style-type: none"> <li>• Highway – means a way or place of whatever nature, publicly maintained and open to the use of the public for purposes of vehicular travel.</li> </ul>

<b>Existing</b>	<b>Amended/Added</b>
<ul style="list-style-type: none"> <li>• Not applicable.</li> </ul>	<ul style="list-style-type: none"> <li>• Parkway – means the area of the street between the back of the curb and the sidewalk that is typically planted and landscaped.</li> </ul>
<ul style="list-style-type: none"> <li>• Not applicable.</li> </ul>	<ul style="list-style-type: none"> <li>• Personal property – means any and all tangible property, and includes, but it not limited to, goods, materials, merchandise, tents, tarpaulins, bedding, sleeping bags, hammocks, and personal items such as luggage, clothing, and household items.</li> </ul>
<ul style="list-style-type: none"> <li>• Not applicable.</li> </ul>	<ul style="list-style-type: none"> <li>• Public area – means all property that is owned, managed, or maintained by the City, and shall include, but not be limited to any public street, building grounds, lot, parcel, park, plaza, or parking lot dedicated to the authorized use and enjoyment of the public.</li> </ul>
<ul style="list-style-type: none"> <li>• Street – means and includes all highways, avenues, lanes, alleys, courts, places, squares, sidewalks, parkways, curbs, or other public ways in the City which have been or may have hereafter be dedicated and open to public use, or other public property so designated in any law of this State</li> </ul>	<ul style="list-style-type: none"> <li>• Public street – means and includes but is not limited to any street, road, highway, alley, sidewalk, park, bridge, culvert, drain, and other facilities or areas necessary for construction, improvement, and maintenance of streets and roads.</li> </ul>
<ul style="list-style-type: none"> <li>• Not applicable.</li> </ul>	<ul style="list-style-type: none"> <li>• Roadway – means that portion of a highway improved, designed, or ordinarily used for vehicular travel.</li> </ul>
<ul style="list-style-type: none"> <li>• Not applicable.</li> </ul>	<ul style="list-style-type: none"> <li>• Sidewalk – means that portion of the public right-of-way provided for the primary use of pedestrians along or adjacent to a street.</li> </ul>
<ul style="list-style-type: none"> <li>• Store – means to put aside or accumulate for use when needed, to put aside for safekeeping, to place or leave in a location.</li> </ul>	<ul style="list-style-type: none"> <li>• Store or storing – means to put aside or accumulate for use when needed, to put for safekeeping, and/or to place or leave in a location; which does not include any personal property that clearly has been abandoned or discarded and which clearly has no value.</li> </ul>
<ul style="list-style-type: none"> <li>• Not applicable.</li> </ul>	<ul style="list-style-type: none"> <li>• Tent – means any tarp, cover, structure, or shelter, made of any material that is not open on all sides which hinders an unobstructed view behind or into the area surrounded by the tarp, cover or structure or shelter.</li> </ul>

Per Council’s direction at the October 5, 2021 meeting, Staff revised the definition of “camp” or “camping” as follows:

“Camp” or “camping” means to pitch or occupy camp facilities and/or to use camp paraphernalia for living accommodation purposes, as evidenced by: (a) remaining for prolonged or repetitious periods of time, not associated with ordinary recreational use of the public area or public street, with one’s personal property;

and (b) engaging in one or more of the following activities: sleeping, storing personal property, making a fire outside of a designated fire pit, or cooking meals. The combined activities of (a) and (b) herein constitute camping when it reasonably appears in light of all of the circumstances that a person is using the public area or public street as a living accommodation.

• **Section 10.34.030 (Unlawful Camping)**

Existing	Amended/Added
<ul style="list-style-type: none"> <li>• It shall be unlawful for any person to camp, occupy camp facilities or use camp paraphernalia, except as otherwise provided, in the following areas:            (1) Any street, (2) any public parking lot or public property areas, improved or unimproved, but not limited to the Civic Center Plaza site, (3) any park, except for camping authorized pursuant to Section 14.08.040 or 14.08.220 of this code.</li> </ul>	<ul style="list-style-type: none"> <li>• It shall be unlawful for any person to camp, erect or occupy camp facilities or use camp paraphernalia in any public area within the City, except as otherwise provided in Section 10.34.050, or as mandated by applicable law.</li> </ul>

• **Section 10.34.040 (Storage of Personal Property in Public Areas)**

Existing	Amended/Added
<ul style="list-style-type: none"> <li>• Except as otherwise provided by resolution by the City Council, it is unlawful for any person to store personal property, including camp facilities and camp paraphernalia, in the following areas: (1) any park, (2) any street, (3) any public parking lot or public property areas, improved or unimproved, including, but not limited to, the Civic Center Plaza site.</li> </ul>	<ul style="list-style-type: none"> <li>• It shall be unlawful for any person to store personal property, including camp facilities and camp paraphernalia, in any public area within the City, except as otherwise provided in Section 10.34.050, or as mandated by applicable law.</li> </ul>

The following provisions did not previously exist in Chapter 10.34 of the PMC and are newly added sections:

**Section 10.34.050 (Exceptions)**

- This chapter does not apply to any person camping, occupying camp facilities, or using camp paraphernalia, or to any person storing personal property, including camp facilities and camp paraphernalia, in any public area designated by the City for such purposes. The

City Council may, by resolution or ordinance, establish one (1) or more specified areas of public property for such purposes

- Absent exigent circumstances relating to immediate threats to the public, health, safety, or welfare, the provisions of this chapter will not be enforced against indigent homeless persons sitting, lying, or sleeping on public property when no alternative shelter is available in accordance with the holding in *Martin v. City of Boise* (9th Cir. 2018) 902 F.3d 1031.

**Section 10.34.060 (Violations)**

- Any violation of this chapter may be prosecuted as a misdemeanor, pursuant to Section 1.08.010 of this code, and may be redressed by any criminal, civil, or other legal remedies that may be available to the City to enforce violations of the Placentia Municipal Code or applicable state codes.

The proposed ordinance amendments will clarify definitions, and address provisions related to camping and storage of personal property in parks and all public spaces within the City. The proposed amendments will enable the Police Department to more effectively enforce provisions of the PMC relating to camping and storage of personal property.

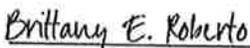
Staff recommends that City Council review and consider the proposed ordinance and introduce for first reading Ordinance No. O-2021-09.

Prepared by:



Brad Butts  
Interim Chief of Police

Reviewed and approved:



Brittany E. Roberto  
Deputy City Attorney

Reviewed and approved:



Damien R. Arrula  
City Administrator

Attachment:

Ordinance O-2021-09 - Amending Chapter 10.34 of the PMC

**ORDINANCE NO. O-2021-09**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF  
PLACENTIA, CALIFORNIA, AMENDING CHAPTER 10.34  
(CAMPING AND STORAGE OF PERSONAL PROPERTY)  
OF TITLE 10 (PEACE, MORALS AND SAFETY) OF THE  
PLACENTIA MUNICIPAL CODE**

City Attorney Summary

This Ordinance would amend Chapter 10.34 of the City of Placentia Municipal Code in its entirety relating to the prohibitions against camping and storage of personal property on public property. The Ordinance makes it unlawful for any person to camp, erect or occupy camp facilities or use camp paraphernalia or store personal property in any public area within the City. Exceptions include areas so designated by the City for camping and/or storage of personal property. Absent exigent circumstances, the prohibitions against camping are not intended to be enforced if no alternative shelter is available pursuant to the holding in *Martin v. City of Boise* (9th Cir. 2018) 902 F.3d 1031.

**A. RECITALS**

WHEREAS, the City of Placentia, pursuant to its police power, may adopt regulations to protect the health, safety and welfare of the public (Cal. Const. art. XI, § 7, Cal. Govt. Code § 37100); and

WHEREAS, the City Council of the City of Placentia finds there is currently a well-documented homeless crisis both at the state, county and local level; and

WHEREAS, the City Council of the City of Placentia finds this crisis and resulting unsanitary living conditions have created a resurgence in communicable diseases and other health and safety hazards; and

WHEREAS, the homeless crisis within the City has resulted in an intensification of unsanitary conditions of public property, which conditions constitute a public nuisance, all to the detriment of the public health, safety and welfare; and

WHEREAS, the City Council of the City of Placentia finds that there is an immediate need to amend the prohibitions against camping and storage of personal property on public property to both provide constitutional safeguards and enable effective and timely enforcement of the prohibition against camping and related activity on public property; and

WHEREAS, the City of Placentia, pursuant to the provisions of the California Environmental Quality Act ("CEQA") (California Public Resources Code Sections 21000

et seq.) and State CEQA Guidelines (Sections 15000 et seq., Title 14 the California Code of Regulations) has determined that this Ordinance is not a “project” pursuant to Public Resources Code Section 21065, and that it is exempt from the provisions of CEQA pursuant to CEQA Guidelines Sections 15061(b)(3) (because it can be seen with certainty that the adoption of this Ordinance will not have an effect on the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378); and

WHEREAS, the City Council recognizes that there is a need to enact the restrictions contained in this Ordinance to preserve and protect the public peace, health, safety and welfare; and

WHEREAS, it is the City Council’s intent to comply with *Martin v. Boise*, 902 F.3d 1031 (9th Cir. 2018), while such case is applicable law within the jurisdiction of the Ninth Circuit Court of Appeals; and

WHEREAS, all legal prerequisites prior to the adoption of this Ordinance have occurred.

**B. ORDINANCE**

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

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

SECTION 2. Amendment to Chapter 10.34. Chapter 10.34 (Camping and Storage of Personal Property) of Title 10 (Peace, Morals and Safety) of the Placentia Municipal Code is hereby amended in its entirety to read as follows:

**CHAPTER 10.34 CAMPING AND STORAGE OF PERSONAL PROPERTY**

- 10.34.010 Purpose.
- 10.34.020 Definitions.
- 10.34.030 Unlawful camping.
- 10.34.040 Storage of personal property in public areas.
- 10.34.050 Exceptions.
- 10.34.060 Violations.

**10.34.010 Purpose.**

Public areas within the city should be accessible and available to residents and the public at large for their intended uses. The unauthorized use of public areas for camping and the storage of personal property interferes with the rights of other members of the public to use public areas for their intended purposes and can create a public health or

safety hazard that adversely affects residential and commercial areas. The purpose of this chapter is to maintain public areas in a clean, sanitary and accessible condition, to prevent the misappropriation of public areas for personal use, and to promote the public health and safety by ensuring that public areas remain readily accessible for their intended uses.

#### **10.34.020 Definitions.**

The following terms used in this chapter shall have the meanings indicated below:

“Camp” or “camping” means to pitch or occupy camp facilities and/or to use camp paraphernalia for living accommodation purposes, as evidenced by: (a) remaining for prolonged or repetitious periods of time, not associated with ordinary recreational use of the public area or public street, with one’s personal property; and (b) engaging in one or more of the following activities: sleeping, storing personal property, making a fire outside of a designated fire pit, or cooking meals. The combined activities of (a) and (b) herein constitute camping when it reasonably appears in light of all of the circumstances that a person is using the public area or public street as a living accommodation.

“Camp facilities” include, but are not limited to, tents, huts, or temporary shelters.

“Camp paraphernalia” includes, but is not limited to, tarpaulins, cots, beds, sleeping bags, hammocks, or non-city designated cooking facilities and similar equipment.

“City” means the city of Placentia, a municipal corporation of the State of California, in its present incorporated form or in any later reorganized, consolidated, enlarged or re-incorporated form.

“Highway” means a way or place of whatever nature, publicly maintained and open to the use of the public for purposes of vehicular travel.

“Parkway” means the area of the street between the back of the curb and the sidewalk that typically is planted and landscaped.

“Personal property” means any and all tangible property, and includes, but is not limited to, goods, materials, merchandise, tents, tarpaulins, bedding, sleeping bags, hammocks, and personal items such as luggage, backpacks, clothing, and household items.

“Public area” means all property that is owned, managed or maintained by the city, and shall include, but not be limited to any public street, building, grounds, lot, parcel, park, plaza or parking lot dedicated to the authorized use and enjoyment of the public.

“Public street” means and includes but is not limited to any street, road, highway, alley, sidewalk, parkway, bridge, culvert, drain, and all other facilities or areas necessary

for the construction, improvement, and maintenance of streets and roads.

“Sidewalk” means that portion of the public right-of-way provided for the primary use of pedestrians along or adjacent to a street.

“Store or “storing” means to put aside or accumulate for use when needed, to put for safekeeping, and/or to place or leave in a location; which does not include any personal property that clearly has been abandoned or discarded and which clearly has no value.

“Tent” means any tarp, cover, structure or shelter, made of any material that is not open on all sides and which hinders an unobstructed view behind or into the area surrounded by the tarp, cover, structure or shelter.

#### **10.34.030 Unlawful camping.**

It shall be unlawful for any person to camp, erect or occupy camp facilities or use camp paraphernalia in any public area within the City, except as otherwise provided in Section 10.34.050, or as mandated by applicable law.

#### **10.34.040 Storage of personal property in public areas.**

It shall be unlawful for any person to store personal property, including camp facilities and camp paraphernalia, in any public area within the city, except as otherwise provided in Section 10.34.050, or as mandated by applicable law.

#### **10.34.050 Exceptions.**

A. This chapter shall not apply to any person camping, occupying camp facilities or using camp paraphernalia, or to any person storing personal property, including camp facilities and camp paraphernalia, in any public area designated by the city for such purposes. The city council may, by resolution or ordinance, establish one (1) or more specified areas of public property for such purposes.

B. Absent exigent circumstances relating to immediate threats to the public health, safety, or welfare, the provisions of this chapter will not be enforced against indigent homeless persons sitting, lying, or sleeping on public property when no alternative shelter is available in accordance with the holding in *Martin v. City of Boise* (9th Cir. 2018) 902 F.3d 1031. The exception set forth in this subsection B is only valid during the timeframe that the case of *Martin v. City of Boise* (9th Cir. 2018) 902 F.3d 1031 is applicable law within the jurisdiction of the Ninth Circuit Court of Appeals.

#### **10.34.060 Violations.**

Any violation of this chapter may be prosecuted as a misdemeanor, pursuant to Section 1.08.010 of this code, and may be redressed by any criminal, civil, or other legal remedies

that may be available to the city to enforce violations of the Placentia Municipal Code or applicable state codes.

SECTION 3. CEQA. The City Council of the City of Placentia determines that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to the California Code of Regulations, Title 14, Chapter 3, Sections 15061(b)(3) (because it can be seen with certainty that the adoption of this Ordinance will not have an effect on the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) because it has no potential for resulting in a physical change to the environment, directly or indirectly.

SECTION 4. Inconsistencies. Any provision of the Placentia Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to that extent necessary to affect the provisions of this Ordinance.

SECTION 5. Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is 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 hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 6. Certification. 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 November 2, 2021.

**PASSED, APPROVED AND ADOPTED this 16<sup>th</sup> day of November 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 adopted at a regular meeting of the City Council of the City of Placentia, held on the 16<sup>th</sup> day of November 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: NOVEMBER 16, 2021

SUBJECT: **PROFESSIONAL SERVICES AGREEMENT FOR LANDSCAPE ARCHITECTURE SERVICES FOR THE KRAEMER PARK MEMORIAL FOUNTAIN AND PLAZA RENOVATION PROJECT**

FISCAL  
IMPACT: APPROPRIATION: \$ 78,560 PROFESSIONAL SERVICES AGREEMENT  
BUDGET: \$ 607,500 FY 2021-22 CIP BUDGET  
AVAILABLE BUDGET: \$ 607,500 QUIMBY IN-LIEU IMPACT FEES (697202-6760)

### **SUMMARY:**

On October 5, 2021, the City Council received a Study Session presentation on the proposed Kraemer Memorial Park Fountain and Plaza Renovation Project. The proposed project seeks to completely renovate the existing fountain and restore it to working order as well as to construct additional improvements around the plaza area surrounding the fountain. In addition, the City Council considered a preliminary proposal to create a Legacy Brick Program and directed Staff to return later with a separate presentation to discuss the proposed Program. The City Council directed Staff to proceed with the design of the project as outlined in the conceptual plans. The City retained the services of LRM Associates ("LRM") under the City Administrator's approval authority to prepare the conceptual plans and design for the Project. Pursuant to the City's current contracting and purchasing policy the City can contract directly with consultants for professional services such as these. Based upon LRM's experience with designing and renovating public fountains and their familiarity with this project and the project site, Staff recommends retaining LRM to complete the final engineering design and construction documents for this project. Sufficient funds exist for the recommended actions.

### **RECOMMENDATION:**

It is recommended that City Council take the following actions:

1. Award a Professional Services Agreement for the Kraemer Memorial Park Fountain and Plaza Renovation Project to LRM Associates, Inc. for landscape architecture and fountain design services for a not-to-exceed amount of \$78,560; and

**1. f.**  
**Nov. 16, 2021**

2. Authorize the City Administrator to approve contract change orders up to 10% of the contract not-to-exceed amount, or \$7,856; 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:**

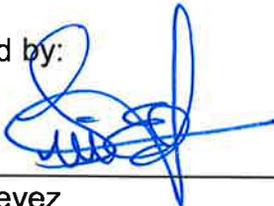
The City Council allocated \$607,500 in Quimby In-Lieu Development Impact Fees to the Kraemer Memorial Park Fountain and Plaza Renovation Project in the Fiscal Year 2021-22 Capital Improvement Program (CIP) Budget. On October 5, 2021, the City Council received a Study Session presentation on the proposed project and conceptual plans prepared previously by LRM. In addition, the City Council also considered the creation of a potential Legacy Brick Program. At the conclusion of the presentation the City Council directed Staff to proceed with the project based upon the conceptual plans presented, retain a landscape architecture firm to complete the design of the project and prepare construction documents, and directed Staff to return to the City Council later with a presentation and proposal on the proposed legacy brick project.

The City retained the services of LRM under the City Administrator's approval authority to develop and refine the conceptual plans for this proposed project. LRM has extensive experience in the development and rehabilitation of public fountains. Staff recommends retaining LRM to prepare the final engineered project design and construction documents given their familiarity with the project in the development of the project conceptual plans and their knowledge of the project site conditions. Per the City's current purchasing and contract policies the City is able to contract directly with consultants for professional services. Accordingly, Staff recommends the City Council award a professional services agreement to LRM Associates for this project.

**FISCAL IMPACT:**

The total cost for the design services under the proposed professional services agreement amounts to \$78,560. A total of \$607,500 in Quimby In-Lieu Development Impact Fee funds was budgeted and available in the Fiscal Year 2021-22 CIP Budget for this project. As such, sufficient funds exist for the recommended actions.

Prepared by:



---

Luis Estevez  
Deputy City Administrator

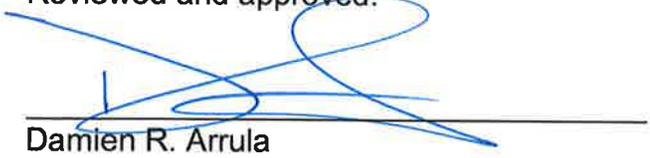
Reviewed and approved:



---

Jessica Brown  
Director of Finance

Reviewed and approved:

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke, positioned above a solid black horizontal line.

Damien R. Arrula  
City Administrator

Attachment:  
Professional Services Agreement with LRM Associates

**CITY OF PLACENTIA  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
LRM ASSOCIATES INC.**

THIS AGREEMENT is made and entered into this 16<sup>TH</sup> day of November, 2021 (Effective Date), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and LRM Associates a California corporation ("Consultant").

**WITNESSETH:**

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide landscape architecture and public fountain restoration services as more fully described herein; and

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

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

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

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

**1.0. SERVICES PROVIDED BY CONSULTANT**

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

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

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

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

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

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

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

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

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

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

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A". Consultant's total compensation shall not exceed Seventy Eight Thousand Five Hundred Sixty Dollars (\$78,560.00).

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 November 15, 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 than the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Consultant.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, each incident for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of \$1,000,000 per accident for any employee or employees of Consultant. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

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

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

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

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

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

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

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

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

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

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

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

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

## 6.0. GENERAL PROVISIONS

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

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

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

Agreement.

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

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

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

IF TO CONSULTANT:

LRM Associates Inc.  
3458 Ocean View Blvd.  
Glendale, CA 91208  
Tel: 818-248-5200

Attn: Bron K. Ruff

IF TO CITY:

City of Placentia  
401 E. Chapman  
Placentia, CA 92870  
Tel: 714-993-8120

Attn: Luis Estevez

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

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

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

of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

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

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

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

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby

agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

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

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

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

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

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

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

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

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

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

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

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

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

6.23. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right

or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

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

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

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

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

CITY OF PLACENTIA,  
A municipal corporation

\_\_\_\_\_  
Damien R. Arrula  
City Administrator

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Robert S. McKinnell  
City Clerk

CONSULTANT

Em RUP  
Signature

Date: 11/4/2021

BROWN K. RUP PRESIDENT  
Name and Title

83-3191960  
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

\_\_\_\_\_  
Christian L. Bettenhausen, City Attorney

Date: \_\_\_\_\_

APPROVED AS TO INSURANCE:

\_\_\_\_\_  
Rosanna Ramirez, Risk Management

Date: \_\_\_\_\_

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Luis Estevez  
Project Manager

Date: \_\_\_\_\_

DEPARTMENTAL APPROVAL

\_\_\_\_\_  
Luis Estevez  
Deputy City Administrator

Date: \_\_\_\_\_

EXHIBIT 'A'  
CONSULTANT'S PROPOSAL & SCOPE OF WORK



3458 OCEAN VIEW BLVD  
GLENDALE, CA 91208  
TEL 818 248-5200  
CALIF. LICENSE #4016

October 27, 2021

<b>This Agreement is made between:</b>	LRM Associates, Inc. 3458 Ocean View Boulevard Glendale, California 91208 (818) 248-5200 Telephone
<b>and the Client:</b>	Mr. Luis Estevez, Deputy City Administrator Public Works Services & Infrastructure, City of Placentia. 401 E. Chapman Ave, Placentia, CA. 92870 Cell 714 993 8112 Office 714 528-4640 lestevez@placentia.org
<b>for the following services:</b>	Landscape Architectural Services
<b>for the following project:</b>	Kraemer Park Corner Improvements N. Walnut Avenue & W. Chapman Ave

Dear Mr. Luis Estevez:

We will address ADA accessibility issues and improvements around the fountain plaza area, fountain, plaza and monument lighting improvements, new flagpoles, new paving in the plaza, landscape seat walls, a new monument sign, new picnic area, refurbishment of the existing fountain and restoring it to working order and, modify the existing tile wall.

Kraemer park Corner Improvements

Civil Engineering Services	Fee
----------------------------	-----

- |   |            |
|---|------------|
| 1. Topographic Survey: Research horizontal and vertical control data (benchmark and centerline ties) for topographic survey. Obtain copies of record maps and related control. Perform a field topographic survey of the project site. Survey will encompass the portion of the property to be developed, and sufficient adjacent areas to allow for joining. Plot the topography at an appropriate scale for the work product. Plot the record boundary/right of way on the topographic survey. No monuments will be set, and no record of survey filed. | \$9,760.00 |
| 2. Research: Research and obtain copies of record documents from serving utilities, as-built street plans, centerline ties and other record data for the project limits. Plot existing utilities and other information from record on topographic survey.   | \$1,390.00 |
| 3. Construction Plans: Prepare Civil Design Plans for ADA access to and from Public Improvements in the Kraemer Park fountain area and surrounding public sidewalks. Design will include detail for improvements, such as curb and gutter, and sidewalk. Grades shall comply with ADA requirements. Assist in preparing the Engineer's Cost Estimate.   | \$9,800.00 |
| 4. Specifications: Prepare the civil component of the project specifications in City of Placentia format/boilerplate.   | \$ 780.00  |
| 5. Construction Phase: Review and respond to RFI's, and submittals. This includes 2 site visits during construction. Prepare punch list for the Civil Scope of Work.  | \$2,320.00 |
| 6. Project Closeout: Prepare record drawings based on contractor-marked up plans.   | \$1,600.00 |

**Hourly Rates:**

Principal Civil Engineer	\$165.00 /hr
Project manager	\$150.00 /hr
Structural Engineer	\$150.00 /hr
Assistant Civil Engineer	\$145.00 /hr
Designer	\$105.00 /hr
Draftsman	\$ 95.00 /hr
Research Technician	\$ 65.00 /hr
Clerical	\$ 50.00/hr

**\$25,650.00**

**Electrical Services**

**Fee**

Prepare electrical construction documents through permit process for the circuits necessary to make the water feature viable and add pedestrian lights near the water feature.

\$6,300.00

**Hourly Rates:**

Principal	\$150.00 /hr
Project manager	\$125.00 /hr
Designer	\$150.00 /hr
Clerical	\$ 60.00 /hr

**TOTAL COST: \$6,300.00**

**Custom Fountain Design Services & Engineering**

**Fee**

**1. SCOPE & DESCRIPTION:**

The scope of our work includes the design and documentation of the mechanical, plumbing, electrical power, and controls as related to water displays on this project.

The project includes one fountain at this time:

1. Existing corner fountain.

The scope shall include all construction documents. All mechanical, electrical, and hydraulic plans and details shall be included.

Piping, lighting, filtration, fill, electrical, and mechanical systems shall be included in the scope of the design. Additional effects and requirements can be defined during the design / development phase of the project.

**2. DESIGN / DEVELOPMENT**

\$5,000.00

We will consult with your office through the schematic and design development phase to assist in the definition of the following areas of the fountain design:

1. Impact of the display with regard to the visibility, sound, and practicality.
2. Intensity of the sound that will be generated.
3. Projected patterns of splash.

4. Effect types and sizes and maintenance requirements
5. Implications of the design effecting cost.
6. Site visit(s) with the design team to assist with the design process (see optional services).

The following items are additional considerations for fountain related architectural items to be documented by your office. Our input in these areas will be subjective rather than definitive, supplementing your knowledge of aesthetics, materials and construction techniques with comments derived from our experience in fountain design.

1. Pool and coping configurations.
2. Pool materials and finishes.
3. Pool depth and freeboard requirements.

Items relative to the hydraulic, plumbing, and electrical design which will be documented by our office include:

1. Location and size for the water displays.
2. Piping schematic depicting primary piping, sizes and pump.
3. Size, type, and location of equipment spaces.
4. Utility requirements including fountain lighting.
8. Preliminary estimate of probable cost.

**3. CONSTRUCTION DOCUMENT PHASE:**

\$9,000.00

- 3.1 Prepare construction documents for the fountain electrical systems to generally include the junction boxes, conduit sizing, low level cut off, and electrical control system.
- 3.2 This design is to be provided in the form of detailed drawings mechanical & electrical both in plan and elevation with equipment details generated on our CAD system. This work will be depicted on approximately (6-12) project sized sheets on our title block. This extensive detailing of the necessary fountain work not only assures the owner of a quality long lasting installation but ensures a competitive bid climate due to the comprehensive information included without contractor over-estimates.
- 3.3 Specifications in draft form together with the specified actual manufacturers' equipment cuts will be provided.
- 3.4 Construction cost estimate.
- 3.5 The design is provided in Portable Document File (.pdf) format. CAD files are available on request.

**4. STRUCTURAL ENGINEERING:** \$1,200

**5. PE: STAMPING (WHOLE SET, CIVIL PE, CA STAMP)** \$1,200

**6. CONSTRUCTION SUPPORT:** \$1,250

Provide construction support services to include:

- 4.1 Review of submittals.
- 4.2 Clarification, as required, of construction documents. Response to all RFIs.
- 4.3 Assistance with the issuance and negotiation of change orders.
- 4.4 Up to (5) five trips to the site are included for site observation during construction.
- 4.5 Start-up supervision for adjustment and final check of all work.
- 4.6 As built drawings from contractor's redlines.

**7. SERVICES NOT INCLUDED:**

- 5.1 Visits to the architect or site not contracted under optional services.
- 5.2 Re-design for changes in system parameters subsequent to the commencement of construction documents.
- 5.3 Formal submission of a pricing package or partially completed documents other than for periodic plan check updates.
- 5.4 Site visits other than those delineated previously.

**8. EXTRA SERVICES:**

- 6.1 Services not included in the basic scope of work will be provided on an hourly or lump sum basis at current billing rates listed below.
- 6.2 We will identify extra services as they are requested or as a need is recognized by this office. An estimate of cost will be proposed and authorization requested before any additional work is undertaken.

8.1 Engineering	\$225.00 /hr
8.2 Drafting (cad)	\$198.00 /hr
8.2 Clerical	\$ 98.0 /hr

**Total Cost \$17,650.00**

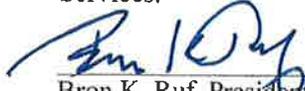
Landscape Architecture Services	Fee
1. Design Development	\$8,000.00
<ul style="list-style-type: none"> <li>• Development Plan for Construction base</li> <li>• Preliminary Cost Estimate</li> <li>• One Meeting</li> </ul>	
2. Construction Document Phase	\$10,000.00
<ul style="list-style-type: none"> <li>• Planting Plan</li> <li>• Irrigation Plan</li> <li>• Planting and Irrigation Details</li> <li>• Select Lighting</li> <li>• Final Cost Estimate</li> <li>• One Meeting</li> <li>• Specifications</li> </ul>	
3. Provide construction administration which will include:	\$6,000.00
<ul style="list-style-type: none"> <li>• Review of submittals</li> <li>• Responding to RFI's</li> <li>• Two site visits during construction</li> </ul>	
5. 10% Administration fee	\$4,960.00
<b>Total Cost \$28,960</b>	
<b>Grand Total Fee: \$78,560</b>	

The following shall not be considered part of the above fee and will be charged for as noted for LRM Services:

1. Additional revision(s) beyond those described above shall be charged for at the rate of \$175.00 per hour.
2. Site visits, if requested that exceeds the amount mentioned shall be charged for at the rate of \$175.00 per hour.
3. Expenses including, but not limited to, printing, plotting, deliveries, etc. shall be charged for at our cost.
4. Carrying and submitting the plans through the city.

This Agreement may be terminated by either party, upon written notice, should the other party fail substantially to perform in accordance with its terms. In the event of termination, Lawrence R. Moss & Associates, Inc. shall be paid for services provided to the date of termination.

**APPROVED AND ACCEPTED** in accordance with the General Terms of Agreement for Consulting Services:



\_\_\_\_\_  
Bron K. Ruf, President  
LRM ASSOCIATES, INC.,

Date: 10.29.2021

\_\_\_\_\_  
Luis Estevez, Deputy City Administrator  
Public Works Services & Infrastructure,  
City of Placentia

Date:



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## BUSINESSOWNERS LIABILITY SPECIAL BROADENING ENDORSEMENT

This endorsement modifies insurance provided under the following:

### BUSINESSOWNERS COVERAGE FORM

SUMMARY OF COVERAGES	Limits	Page
1. Additional Insured by Contract, Agreement or Permit	Included	1
2. Additional Insured - Broad Form Vendors	Included	2
3. Alienated Premises	Included	3
4. Broad Form Property Damage - Borrowed Equipment, Customers Goods and Use of Elevators	Included	3
5. Incidental Malpractice (Employed Nurses, EMT's and Paramedics)	Included	3
6. Personal and Advertising Injury - Broad Form	Included	4
7. Product Recall Expense	Included	4
Product Recall Expense Each Occurrence Limit	\$25,000 Occurrence	5
Product Recall Expense Aggregate Limit	\$50,000 Aggregate	5
Product Recall Deductible	\$500	5
8. Unintentional Failure to Disclose Hazards	Included	6
9. Unintentional Failure to Notify	Included	6

This endorsement amends coverages provided under the Businessowners Coverage Form through new coverages and broader coverage grants. This coverage is subject to the provisions applicable to the Businessowners Coverage Form, except as provided below.

The following changes are made to **SECTION II - LIABILITY**:

**1. Additional Insured by Contract, Agreement or Permit**

The following is added to **SECTION II - LIABILITY, C. Who Is An Insured**:

**Additional Insured by Contract, Agreement or Permit**

a. Any person or organization with whom you agreed in a written contract, written agreement or permit to add such person or organization as an additional insured on your policy 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 your acts or omissions, or the acts or omissions of those acting on your behalf, but only with respect to:

- (1) "Your work" for the additional insured(s) designated in the contract, agreement or permit;

- (2) Premises you own, rent, lease or occupy; or

- (3) Your maintenance, operation or use of equipment leased to you.

b. The insurance afforded to such additional insured described above:

- (1) Only applies to the extent permitted by law; and

- (2) Will not be broader than the insurance which you are required by the contract, agreement or permit to provide for such additional insured.

- (3) Applies on a primary basis if that is required by the written contract, written agreement or permit.

- (4) Will not be broader than coverage provided to any other insured.

- (5) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto.

- c. This provision does not apply:
- (1) Unless the written contract or written agreement was executed or permit was issued prior to the "bodily injury", "property damage", or "personal injury and advertising injury".
  - (2) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
  - (3) To any lessor of equipment:
    - (a) After the equipment lease expires; or
    - (b) If the "bodily injury", "property damage", "personal and advertising injury" arises out of sole negligence of the lessor.
  - (4) To any:
    - (a) Owners or other interests from whom land has been leased if the "occurrence" takes place or the offense is committed after the lease for the land expires; or
    - (b) Managers or lessors of premises if:
      - (i) The "occurrence" takes place or the offense is committed after you cease to be a tenant in that premises; or
      - (ii) The "bodily injury", "property damage", "personal injury" or "advertising injury" arises out of structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor.
  - (5) To "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services.

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 failure to render any professional services by or for you.

- d. With respect to the insurance afforded to these additional insureds, the following is added to **SECTION II - LIABILITY, D. Liability and Medical Expense Limits of Insurance**:

The most we will pay on behalf of the additional insured for a covered claim is the lesser of the amount of insurance:

1. Required by the contract, agreement or permit described in Paragraph a.; or
2. Available under the applicable Limits of Insurance shown in the Declarations.

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

- e. All other insuring agreements, exclusions, and conditions of the policy apply.

**2. Additional Insured - Broad Form Vendors**

The following is added to **SECTION II - LIABILITY, C. Who Is An Insured**:

**Additional Insured - Broad Form Vendors**

- a. Any person or organization that is a vendor with whom you agreed in a written contract or written agreement to include as an additional insured under this Coverage Part is an insured, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business.
- b. The insurance afforded to such vendor described above:
  - (1) Only applies to the extent permitted by law;
  - (2) Will not be broader than the insurance which you are required by the contract or agreement to provide for such vendor;
  - (3) Will not be broader than coverage provided to any other insured; and
  - (4) Does not apply if the "bodily injury", "property damage" or "personal and advertising injury" is otherwise excluded from coverage under this Coverage Part, including any endorsements thereto
- c. With respect to insurance afforded to such vendors, the following additional exclusions apply:
 

The insurance afforded to the vendor does not apply to:

  - (1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reasons of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement;
  - (2) Any express warranty unauthorized by you;

- (3) Any physical or chemical change in the product made intentionally by the vendor;
  - (4) Repackaging, unless unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instruction from the manufacturer, and then repackaged in the original container;
  - (5) Any failure to make such inspection, 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 sale of the product;
  - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
  - (7) 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;
  - (8) "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:
    - (a) The exceptions contained within the exclusion in subparagraphs (4) or (6) above; or
    - (b) 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.
  - (9) "Bodily injury" or "property damage" arising out of an "occurrence" that took place before you have signed the contract or agreement with the vendor.
  - (10) To any person or organization included as an insured by another endorsement issued by us and made part of this Coverage Part.
  - (11) 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.
- d. With respect to the insurance afforded to these vendors, the following is added to **SECTION II - LIABILITY, D. Liability and Medical Expense Limits of Insurance:**

The most we will pay on behalf of the vendor for a covered claim is the lesser of the amount of insurance:

- 1. Required by the contract or agreement described in Paragraph a.; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

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

**3. Alienated Premises**

**SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage k. Damage to Property, paragraph (2)** is replaced by the following:

- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises and occurred from hazards that were known by you, or should have reasonably been known by you, at the time the property was transferred or abandoned.

**4. Broad Form Property Damage - Borrowed Equipment, Customers Goods, Use of Elevators**

a. The following is added to **SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage, k. Damage to Property:**

Paragraph (4) does not apply to "property damage" to borrowed equipment while at a jobsite and not being used to perform operations.

Paragraph (3), (4) and (6) do not apply to "property damage" to "customers goods" while on your premises nor to the use of elevators.

b. For the purposes of this endorsement, the following definition is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions:**

1. "Customers goods" means property of your customer on your premises for the purpose of being:

- a. Worked on; or
- b. Used in your manufacturing process.

c. The insurance afforded under this provision is excess over any other valid and collectible property insurance (including deductible) available to the insured whether primary, excess, contingent or on any other basis.

**5. Incidental Malpractice - Employed Nurses, EMT's and Paramedics**

**SECTION II - LIABILITY, C. Who Is An Insured, paragraph 2.a.(1)(d)** does not apply to a nurse,

emergency medical technician or paramedic employed by you if you are not engaged in the business or occupation of providing medical, paramedical, surgical, dental, x-ray or nursing services.

**6. Personal Injury - Broad Form**

a. **SECTION II - LIABILITY, B. Exclusions, 2. Additional Exclusions Applicable only to "Personal and Advertising Injury"**, paragraph e. is deleted.

b. **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions, 14. "Personal and advertising injury"**, paragraph b. is replaced by the following:

b. Malicious prosecution or abuse of process.

c. The following is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions, Definition 14. "Personal and advertising injury"**:

"Discrimination" (unless insurance thereof is prohibited by law) that results in injury to the feelings or reputation of a natural person, but only if such "discrimination" is:

(1) Not done intentionally by or at the direction of:

(a) The insured;

(b) Any officer of the corporation, director, stockholder, partner or member of the insured; and

(2) Not directly or indirectly related to an "employee", not to the employment, prospective employment or termination of any person or persons by an insured.

d. For purposes of this endorsement, the following definition is added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions**:

1. "Discrimination" means the unlawful treatment of individuals based upon race, color, ethnic origin, gender, religion, age, or sexual preference. "Discrimination" does not include the unlawful treatment of individuals based upon developmental, physical, cognitive, mental, sensory or emotional impairment or any combination of these.

e. This coverage does not apply if liability coverage for "personal and advertising injury" is excluded either by the provisions of the Coverage Form or any endorsement thereto.

**7. Product Recall Expense**

a. **SECTION II - LIABILITY, B. Exclusions, 1. Applicable To Business Liability Coverage,**

**o. Recall of Products, Work or Impaired Property** is replaced by the following:

**o. Recall of Products, Work or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

If such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it, but this exclusion does not apply to "product recall expenses" that you incur for the "covered recall" of "your product".

However, the exception to the exclusion does not apply to "product recall expenses" resulting from:

(4) Failure of any products to accomplish their intended purpose;

(5) Breach of warranties of fitness, quality, durability or performance;

(6) Loss of customer approval, or any cost incurred to regain customer approval;

(7) Redistribution or replacement of "your product" which has been recalled by like products or substitutes;

(8) Caprice or whim of the insured;

(9) A condition likely to cause loss of which any insured knew or had reason to know at the inception of this insurance;

(10) Asbestos, including loss, damage or clean up resulting from asbestos or asbestos containing materials; or

(11) Recall of "your products" that have no known or suspected defect solely because a known or suspected defect in another of "your products" has been found.

b. The following is added to **SECTION II - LIABILITY, C. Who Is An Insured, paragraph 3.b.**:

"Product recall expense" arising out of any withdrawal or recall that occurred before you acquired or formed the organization.

- c. The following is added to **SECTION II - LIABILITY, D. Liability and Medical Expenses Limits of Insurance:**

**Product Recall Expense Limits of Insurance**

- a. The Limits of Insurance shown in the SUMMARY OF COVERAGES of this endorsement and the rules stated below fix the most that we will pay under this Product Recall Expense Coverage regardless of the number of:

- (1) Insureds;
- (2) "Covered Recalls" initiated; or
- (3) Number of "your products" withdrawn.

- b. The Product Recall Expense Aggregate Limit is the most that we will reimburse you for the sum of all "product recall expenses" incurred for all "covered recalls" initiated during the policy period.

- c. The Product Recall Each Occurrence Limit is the most we will pay in connection with any one defect or deficiency.

- d. All "product recall expenses" in connection with substantially the same general harmful condition will be deemed to arise out of the same defect or deficiency and considered one "occurrence".

- e. Any amount reimbursed for "product recall expenses" in connection with any one "occurrence" will reduce the amount of the Product Recall Expense Aggregate Limit available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

- f. If the Product Recall Expense Aggregate Limit has been reduced by reimbursement of "product recall expenses" to an amount that is less than the Product Recall Expense Each Occurrence Limit, the remaining Aggregate Limit is the most that will be available for reimbursement of "product recall expenses" in connection with any other defect or deficiency.

**g. Product Recall Deductible**

We will only pay for the amount of "product recall expenses" which are in excess of the \$500 Product Recall Deductible. The Product Recall Deductible applies separately to each "covered recall". The limits of insurance will not be reduced by the amount of this deductible.

We may, or will if required by law, pay all or any part of any deductible amount, if applicable. Upon notice of our payment

of a deductible amount, you shall promptly reimburse us for the part of the deductible amount we paid.

The Product Recall Expense Limits of Insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for the purposes of determining the Limits of Insurance.

- d. The following is added to **SECTION II - LIABILITY, E. Liability and Medical Expense General Conditions, 2. Duties in the Event of Occurrence, Offense, Claim or Suit:**

You must see to it that the following are done in the event of an actual or anticipated "covered recall" that may result in "product recall expense":

- (1) Give us prompt notice of any discovery or notification that "your product" must be withdrawn or recalled. Include a description of "your product" and the reason for the withdrawal or recall;

- (2) Cease any further release, shipment, consignment or any other method of distribution of like or similar products until it has been determined that all such products are free from defects that could be a cause of loss under this insurance.

- e. For the purpose of this endorsement, the following definitions are added to **SECTION II - LIABILITY, F. Liability and Medical Expenses Definitions:**

1. "Covered recall" means a recall made necessary because you or a government body has determined that a known or suspected defect, deficiency, inadequacy, or dangerous condition in "your product" has resulted or will result in "bodily injury" or "property damage".

2. "Product recall expense(s)" means:

- a. Necessary and reasonable expenses for:

- (1) Communications, including radio or television announcements or printed advertisements including stationary, envelopes and postage;

- (2) Shipping the recalled products from any purchaser, distributor or user to the place or places designated by you;
  - (3) Remuneration paid to your regular "employees" for necessary overtime;
  - (4) Hiring additional persons, other than your regular "employees";
  - (5) Expenses incurred by "employees" including transportation and accommodations;
  - (6) Expenses to rent additional warehouse or storage space;
  - (7) Disposal of "your product", but only to the extent that specific methods of destruction other than those employed for trash discarding or disposal are required to avoid "bodily injury" or "property damage" as a result of such disposal,
- you incur exclusively for the purpose of recalling "your product"; and
- b. Your lost profit resulting from such "covered recall".
- f. This Product Recall Expense Coverage does not apply:

- (1) If the "products - completed operations hazard" is excluded from coverage under this Coverage Part including any endorsement thereto; or
- (2) To "product recall expense" arising out of any of "your products" that are otherwise excluded from coverage under this Coverage Part including endorsements thereto.

**8. Unintentional Failure to Disclose Hazards**

The following is added to **SECTION II - LIABILITY, E. Liability and Medical Expenses General Conditions:**

**Representations**

We will not disclaim coverage under this Coverage Part if you fail to disclose all hazards existing as of the inception date of the policy provided such failure is not intentional.

**9. Unintentional Failure to Notify**

The following is added to **SECTION II - LIABILITY, E. Liability and Medical Expenses General Conditions, 2. Duties in the Event of Occurrence, Offense, Claim or Suit:**

Your rights afforded under this Coverage Part shall not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit", solely due to your reasonable and documented belief that the "bodily injury", "property damage" or "personal and advertising injury" is not covered under this Policy.

ALL OTHER TERMS, CONDITIONS, AND EXCLUSIONS REMAIN UNCHANGED.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **BUSINESS AUTO COVERAGE BROADENING ENDORSEMENT**

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.

#### **1. CANCELLATION EXTENSION**

Paragraph A. CANCELLATION 2. b. of the COMMON POLICY CONDITIONS is replaced with the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

- d. Any business entity for which you have a financial interest greater than 50% of the voting stock or otherwise have a controlling interest after the effective date of this policy or that is newly acquired or formed by you during the term of this policy.

#### **SECTION I - COVERED AUTOS**

##### **2. EMPLOYEE HIRED "AUTOS"**

Description Of Covered Auto Designation Symbols; Symbol 8 is replaced by the following:

8 = Hired "Autos" Only - Only those "autos" you lease, hire, rent or borrow; including "autos" your employee hires at your direction, for the purpose of conducting your business. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees" or partners or members of their households.

The coverage provided by this provision is afforded until expiration or termination of this policy, whichever occurs earlier.

The coverage provided by this provision does not apply to any business entity described in d. above that qualifies as an insured under any other automobile liability policy issued to that business entity as a named insured or would have been an insured except for the exhaustion of the policy limits or the insolvency of the insurer.

#### **SECTION II - LIABILITY COVERAGE**

##### **3. BROADENED NAMED INSURED**

The following is added to the SECTION II - LIABILITY COVERAGE, Paragraph 1. Who Is An Insured provision:

The coverage provided by this provision does not apply to "bodily injury" nor "property damage" arising from an accident that occurred prior to your acquiring or forming the business entity described in d. above.

Includes copyrighted material of Insurance Services Office, Inc. with its permission,  
Copyright, Insurance Services Office, Inc., 1996

#### 4. EMPLOYEES AS INSURED

The following is added to the SECTION II - LIABILITY COVERAGE, Paragraph 1. Who Is An Insured provision:

- e. Any employee of yours is an "insured" while using a covered "auto" you do not own, hire or borrow in your business or your personal affairs.

#### 5. SUPPLEMENTARY PAYMENTS

The following amends SECTION II - LIABILITY COVERAGE, Paragraph 2. Coverage Extensions provision:

Paragraph (2) is replaced by the following:

- (2) Up to \$2500 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

Paragraph (4) is replaced by the following:

- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

#### 6. AMENDED FELLOW EMPLOYEE EXCLUSION

The following is added to the SECTION II - LIABILITY COVERAGE, B. Exclusions Paragraph 5. Fellow Employee exclusion:

This exclusion does not apply if the "bodily injury" arises from the use of a covered "auto" you own or hire. This coverage is excess over any other collectible insurance

#### SECTION III - PHYSICAL DAMAGE COVERAGE.

#### 7. EXPENSE OF RETURNING A STOLEN "AUTO" and SIGN COVERAGE

The following is added to SECTION III - PHYSICAL DAMAGE COVERAGE, A.1. COVERAGE:

##### d. Expense Of Returning A Stolen "Auto"

We will pay for the expense of returning a covered "auto" to you.

##### e. Sign Coverage

We will pay for loss to signs, murals, paintings or graphics, as part of equipment, which are displayed on a covered "auto".

The most we will pay for "loss" in any one "accident" is the lesser of:

1. The actual cash value of the property as of the time of the "loss"; or
2. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
3. \$2,000.

#### 8. GLASS BREAKAGE DEDUCTIBLE

The following is added to SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE paragraph 3. Glass Breakage - Hitting a Bird or Animal - Falling Objects or Missiles:

Any deductible shown in the Declarations as applicable to the

Includes copyrighted material of Insurance Services Office, Inc. with its permission.  
Copyright, Insurance Services Office, Inc., 1996

covered "auto" will not apply to glass breakage if such glass is repaired, rather than replaced.

#### 9. TRANSPORTATION EXPENSE

Paragraph 4. Coverage Extension. of SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE is replaced with the following:

##### 4. Coverage Extension

We will pay up to \$50 per day to a maximum of \$1500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 24 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

#### 10. HIRED AUTO PHYSICAL DAMAGE

The following is added to SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE:

##### 5. Hired Auto Physical Damage

If hired "autos" are covered "autos" for Liability Coverage and if Physical Damage Coverage of Comprehensive, Specified Causes of Loss, or Collision is provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverage(s) provided is extended to "autos" you hire without a driver or your employee hires, without a driver, at your

direction, for the purpose of conducting your business, for a period of 30 days or less, of like kind and use as the "autos" you own, subject to the following:

The most we will pay for any one loss is the lesser of the following:

- a. \$50,000 per accident, or
- b. cash value, or
- c. the cost of repair,

minus the deductible equal to the lowest deductible applicable to any owned "auto" for that coverage. Any deductible shown in the Declarations does not apply to "loss" caused by fire or lightning. Subject to the limit and deductible stated above, we will provide coverage equal to the broadest coverage provided to any covered "auto" you own, that is applicable to the loss.

If the loss arises from an accident for which you are legally liable and the lessor incurs an actual financial loss from that accident, we will cover the lessor's actual financial loss of use of the hired "auto" for a period of up to seven consecutive days from the date of the accident, subject to a limit of \$1,000 per accident.

#### 11. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

The following is added to SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE:

##### 6. Audio, Visual and Data Electronic Equipment Coverage

We will pay for "loss" to any electronic equipment that receives

Includes copyrighted material of Insurance Services Office, Inc. with its permission.  
Copyright, Insurance Services Office, Inc., 1996

or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in the covered auto at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto", including its antennas and other accessories. However, this does not include tapes, records or discs.

The exclusions that apply to PHYSICAL DAMAGE COVERAGE, except for the exclusion relating to Audio, Visual and Data Electronic Equipment, also apply to coverage provided herein. In addition, the following exclusions apply:

We will not pay, under this coverage, for either any electronic equipment or accessories used with such electronic equipment that is:

1. Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or
2. Both:
  - a. An integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing

equipment is permanently installed in the covered "auto", and

- b. Permanently installed in the opening of the dash or console normally used by the manufacturer for the installation of a radio.

With respect to coverage herein, the **LIMIT OF INSURANCE** provision of **PHYSICAL DAMAGE COVERAGE** is replaced by the following:

1. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of
  - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
  - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or
  - c. \$500.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the "loss".
3. Deductibles applicable to **PHYSICAL DAMAGE COVERAGE**, do not apply to this Audio, Visual and Data Electronic Equipment Coverage.

If there is other coverage provided by this policy for audio, visual and data electronic equipment, the coverage provided herein is

Includes copyrighted material of Insurance Services Office, Inc. with its permission.  
Copyright, Insurance Services Office, Inc., 1996

excess. However, you may elect to apply the limit or any portion thereof of coverage provided herein to pay any deductible that is applicable under the provisions of the other coverage.

covered"auto". If loss is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and transport it to a repair shop.

**12. RENTAL REIMBURSEMENT and MATERIAL TRANSFER EXPENSE**

The following is added to SECTION III - PHYSICAL DAMAGE COVERAGE, A. COVERAGE:

**7. Rental Reimbursement and Material Transfer Expense**

This coverage provides only those Physical Damage Coverages where a premium is shown in the Declarations. It applies only to a covered "auto" described or designated to which the Physical Damage Coverages apply.

We will pay for auto rental expenses and the expenses, incurred by you because of "loss" to a covered "auto", to remove and transfer your materials and equipment from the covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.

We will pay only for those auto rental expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

1. The number of days reasonably required to repair or replace the

2. 60 days.

Our payment is limited to the lesser of the following amounts:

1. Necessary and actual expenses incurred, including loss of use.
2. \$3000.

This auto rental expense coverage does not apply while there are spare or reserve "autos" available to you for your operations.

If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the SECTION III - PHYSICAL DAMAGE COVERAGE, A. 4. Coverage Extension.

**13. AIRBAG COVERAGE**

The following is added to SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, paragraph 3.

The portion of this exclusion relating to mechanical or electrical breakdown does not apply to the accidental discharge of an airbag. This coverage is excess of other collectible insurance or warranty. No deductible applies to this Airbag Coverage.

**14. AUTO LOAN PHYSICAL DAMAGE EXTENSION**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance** provision:

When a "loss" results in a total loss to a covered auto you own for which a Loss Payee is designated in this policy, the most we will pay for "loss" in any one "accident" is the greater of:

1. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
2. The outstanding balance of the initial loan, less any amounts for taxes, overdue payments, overdue payment charges, penalties, interest, any charges for early termination of the loan, costs for Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan, and carry-over balances from previous loans.

**15. AUTO LEASE PHYSICAL DAMAGE EXTENSION**

The following is added to **SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance** provision:

If, because of damage, destruction or theft of a covered "auto", which is a long-term leased "auto", the lease agreement between you and the lessor is terminated, "we" will pay the difference between the amount paid under paragraph **C. LIMIT OF INSURANCE 1.** or **2.** and the amount due at the time of "loss" under the terms of the lease agreement applicable to the leased "auto" which you are required to pay: less any fees to dispose of the auto; any overdue payments; financial penalties

imposed under a lease for excessive use, abnormal wear and tear or high mileage; security deposits not refunded by the lessor; cost for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan; and carry over balances from previous leases.

This coverage applies only to the initial lease for the covered "auto" which has not previously been leased. This coverage is excess over all other collectible insurance.

**SECTION IV - CONDITIONS**

**16. DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties In The Event Of Accident, Claim, Suit Or Loss**:

- d. Knowledge of any "accident", claim, "suit" or "loss" will be deemed knowledge by you when notice of such "accident", claim, "suit" or "loss" has been received by:
  - (1) You, if you are an individual;
  - (2) Any partner or insurance manager if you are a partnership; or
  - (3) An executive officer or insurance manager if you are a corporation.

**17. BLANKET WAIVER OF SUBROGATION**

Paragraph 5. Transfer Of Rights Of Recovery Against Others To Us, **SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions** is replaced by the following:

Includes copyrighted material of Insurance Services Office, Inc. with its permission.  
Copyright, Insurance Services Office, Inc., 1996

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

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, which have not been waived through the execution of an "insured contract", written agreement, or permit, prior to the "accident" or "loss" giving rise to the payment, those rights to recover damages from another are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after the "accident" or "loss" to impair them.

**18. UNINTENTIONAL FAILURE TO  
DISCLOSE INFORMATION**

The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, paragraph 2. Concealment, Misrepresentation Or Fraud:**

Your unintentional error in disclosing, or failure to disclose, any material fact existing after the effective date of this Coverage Form shall not prejudice your rights under this Coverage Form. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

**19. HIRED AUTO - WORLDWIDE  
COVERAGE**

The following is added to **SECTION IV - Business Auto Conditions, B. General Conditions, paragraph 7. Policy Period, Coverage Territory** provision:

- e. Outside the coverage territory described in a., b., c., and d. above for an "accident" or "loss" resulting from the use of a covered "auto" you hire, without a driver, or your employee hires without a driver, at your direction, for the purpose of conducting your business, for a period of 30 days or less, provided the suit is brought within The United States of America or its territories or possessions.

**SECTION V - DEFINITIONS**

**20. MENTAL ANGUISH**

Paragraph C. "Bodily injury", **SECTION V - DEFINITIONS** is replaced by the following:

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death or mental anguish resulting from any of these.

## Certificate of Exemption from Workers' Compensation Insurance

I certify that I shall not employ, during the performance of work described in this agreement, any person in any manner so as to become subject to the workers' compensation laws of the State of California.

I also certify that if in the future I should employ persons to perform work pursuant to this Agreement, in a manner that causes me to be subject to the workers' compensation laws of the State of California, I shall immediately obtain workers' compensation insurance coverage and provide the District with a certificate of insurance as evidence that I am in compliance with such laws.



Provider Signature

Date 11/4/2021

BRON K. RUFF

Print Name



**Effective with UNDERWRITERS AT LLOYD'S, LONDON**

Administered by Hiscox Inc. d/b/a Hiscox Insurance Agency In CA License No. 0F09668  
520 Madison Avenue 32nd Floor, New York, NY 10022  
(646) 452-2353

**Insurance for Architects, Engineers, and Construction Managers  
DECLARATIONS**

See CA-specific Notices (D1 & D2)

**Broker No.:** US 0002835  
**Certificate No.:** ANE4028885.21  
**Renewal of:** ANE4028885.20  
AmWINS Brokerage (Redondo Beach)  
435 N Pacific Coast Hwy  
Redondo Beach, CA 90277

**1. Named Insured:** LRM Associates Inc  
**Address:** 3458 Ocean View Blvd  
Glendale, CA 91208-1509

**2. Policy Period:** **Inception Date:** 02/01/2021 **Expiration Date:** 02/01/2022  
Inception date shown shall be at 12:01 A.M. (Standard Time) to Expiration date shown above at 12:01 A.M. (Standard Time) at the address of the Named Insured.

**3. General terms and conditions wording:** WCL P0001 CW (09/14)  
The General terms and conditions apply to this policy in conjunction with the specific wording detailed in each section below.

**4. Endorsements:** E6020.3 - War and Civil War Exclusion Endorsement, E6015.8 - Lloyd's Syndicate (3624) Endorsement, E6017.3 - Nuclear Incident Exclusion Clause-Liability-Direct (Broad) Endorsement, E6018.2 - Applicable Law Endorsement, E6019.1 - Service of Suit (CA), E6294.2 - HiscoxPro Plus Endorsement, E6642.2 - Drone Liability Coverage Endorsement, and E6361.1 - Cyber Incidents Clarification Endorsement (PL)

**5. Optional Extension Period:** 12/24/36 months at 75/150/225 percent of the annual premium, for eligible coverage parts.

**6. Notification of claims to:** Hiscox Claims  
520 Madison Avenue, 32nd floor  
New York, NY 10022  
Fax: 212-922-9662  
Email: [HiscoxClaims@Hiscox.com](mailto:HiscoxClaims@Hiscox.com)

California Premium:	\$1,950.00
Non-Taxable Fees:	\$250.00
Taxable Fees:	\$75.00
Surplus Lines Tax:	\$60.75
Stamping Fee:	\$5.06

**Additional Notification requirements:** NONE

**7. Policy Premium:** \$1,950      Premium Allocated to TRIA: \$0      Administration Fee: \$75



**Effective with UNDERWRITERS AT LLOYD'S, LONDON**

Administered by Hiscox Inc. d/b/a Hiscox Insurance Agency in CA License No. 0F08668  
520 Madison Avenue 32nd Floor, New York, NY 10022  
(646) 452-2353

**Insurance for Architects, Engineers, and Construction Managers  
DECLARATIONS**

**Architects, Engineers, and Construction Managers Professional Liability Claims-Made and Reported Coverage Part: WCLANE P0001 CW (12-14)**

Covered Professional Services:	Solely in the performance of services as a landscape architect, for others for a fee.
Professional Liability (PL):	\$ 1,000,000 Each Claim / \$ 2,000,000 Aggregate
Defense of Licensing Proceedings:	\$ 10,000 Aggregate Limit (Separate Limit)
Subpoena Assistance:	\$ 10,000 Aggregate Limit (Separate Limit)
Mold:	\$ 1,000,000 Each Claim Limit (Shared Limit with PL)
Retroactive Date:	02-01-2019
Retention:	\$ 1,000
PL Premium:	\$ 1,950
Endorsements:	E6606.4 - Construction Managers Endorsement, E6148.1 - First Dollar Defense Endorsement, E6160.3 - Network Security and Privacy Endorsement, and E6616.3 - Technology Coverage Extension Endorsement

In accordance with the authorization granted to Hiscox Inc. under Contract No. B1234HisInc2020 by certain Underwriters at Lloyd's, London, whose names and the proportions underwritten by them can be ascertained by reference to the said Contract, which bears the Seal of Lloyd's Policy Signing Office and is on file at the office of the said Agency and in consideration of the premium specified herein, the said Underwriters do hereby bind themselves, each for their own part and not one for another, their heirs, executors and administrators, to insure as follows in accordance with the terms and conditions contained or endorsed hereon.

The Certificate terms and conditions contained herein or endorsed hereon and such other provisions, agreements or conditions as may be endorsed hereon or added hereto are hereby incorporated in this Certificate. No representative of the Underwriters shall have the power to waive or be deemed to have waived any provision or condition of this Certificate unless such waiver, if any, shall be written upon or attached hereto; nor shall any privilege or permission affecting the insurance under this Certificate exist or be claimed by the Insured(s) unless so written or attached.

IN WITNESS WHEREOF this Certificate has been signed at New York, New York



# Placentia City Council

## **AGENDA REPORT**

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR / PUBLIC SERVICES AND INFRASTRUCTURE

DATE: NOVEMBER 16, 2021

SUBJECT: **MEASURE M (M2) EXPENDITURE REPORT FOR FISCAL YEAR 2020-21**

### FISCAL

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

### **SUMMARY:**

On November 6, 1990, Orange County voters approved Measure M, which authorized the imposition of a 1/2% sales tax for a 20-year period effective April 1, 1991, to provide funding for regional and local transportation projects. On November 7, 2006, voters approved Renewed Measure M (M2). M2 is a 30-year, multi-billion-dollar program extension of the original Measure M with a new slate of transportation projects and programs. The City of Placentia receives local M2 funds each year. Adoption of the attached resolution will approve and adopt the Fiscal Year ("FY") 2020-21 M2 Expenditure Report for submittal to the Orange County Transportation Authority (OCTA) as part of the M2 compliance.

### **RECOMMENDATION:**

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

Adopt Resolution No. R-2021-64, a Resolution of the City Council of the City of Placentia, California, concerning the Fiscal Year 2020-21 Measure M2 (M2) Expenditure Report for the City of Placentia.

### **DISCUSSION:**

On November 6, 1990, Orange County voters approved Measure M, which authorized the imposition of a 1/2% sales tax for a 20-year period effective April 1, 1991, to provide funding for regional and local transportation projects. On November 7, 2006, voters approved Renewed Measure M, which is commonly referred as M2. M2 is a 30-year, multi-billion-dollar program extension of the original Measure M with a new slate of transportation projects and programs. The City of Placentia receives local M2 funds each year.

As a part of M2's compliance program an annual report is prepared by the City to validate eligible use of funds and must be submitted within six (6) months to OCTA following the end of the City's

**1. g.**  
**Nov. 16, 2021**

fiscal year. The yearend report for FY 2020-21 is required to be submitted by December 21, 2021. This expenditure report is a detailed financial report submitted by the City and used to track financial activity as it relates to M2 and other improvement funds. The report accounts for funds received, interest earned, and use of M2 and other funds. A copy of this report (Attachment 2) is attached to the resolution. Staff is recommending the adoption of this resolution and report to allow the City to continue to receive M2 funds from OCTA.

**FISCAL IMPACT:**

There is no direct fiscal impact associated with the recommended actions. The M2 Expenditure Report is a receive and file document that is a required component of M2 compliance and must be submitted in order to qualify for current and future M2 funding.

Prepared by:



\_\_\_\_\_  
Elsa Robinson  
Management Analyst

Reviewed and approved:



\_\_\_\_\_  
Luis Estevez  
Deputy City Administrator

Reviewed and approved:



\_\_\_\_\_  
Damien R. Arrula  
City Administrator

**Attachments:**

1. Resolution No. R-2021-64 – Measure M2 Expenditure Report
2. FY 2020-21 Measure M2 Expenditure Report

**RESOLUTION NO. R-2021-64**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, CONCERNING THE FISCAL YEAR 2020-21 MEASURE M2 (M2) EXPENDITURE REPORT FOR THE CITY OF PLACENTIA**

**A. Recitals**

(i). Local jurisdictions are required to meet eligibility requirements and submit eligibility verification packages to the Orange County Transportation Authority (OCTA) in order to remain eligible to receive M2 funds; and

(ii). Local jurisdictions are required to adopt an annual M2 Expenditure Report as part of one of the eligibility requirements; and

(iii). Local jurisdictions are required to account for Net Revenues, developer/traffic impact fees, and funds expended by local jurisdiction in the M2 Expenditure Report that satisfy the Maintenance of Effort requirements; and

(iv). The M2 Expenditure Report shall include all Net Revenue fund balances, interest earned and expenditures identified by type and program or project; and

(v). The M2 Expenditure Report must be adopted and submitted to the OCTA each year within six months of the end of the local jurisdiction's fiscal year to be eligible to receive Net Revenues as part of M2.

**B. Resolution**

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLACENTIA DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

1. The M2 Expenditure Report is in conformance with the template provided in the Measure M2 Eligibility Guidelines and accounts for Net Revenues including interest earned, expenditures during the fiscal year, and balances at the end of fiscal year.
2. The M2 Expenditure Report is hereby adopted by the City of Placentia.
3. The City of Placentia Finance Director is hereby authorized to sign and submit the M2 Expenditure Report to OCTA for the fiscal year ending June 30, 2021.

**APPROVED and ADOPTED this 16<sup>th</sup> day of November 2021**



**M2 Expenditure Report**  
**Fiscal Year Ended June 30, 2021**  
**Beginning and Ending Balances**

Description	Line No.	Amount	Interest
<b>Balances at Beginning of Fiscal Year</b>			
A-M Freeway Projects	1	\$ -	\$ -
O Regional Capacity Program (RCP)	2	\$ -	\$ -
P Regional Traffic Signal Synchronization Program (RTSSP)	3	\$ -	\$ -
Q Local Fair Share	4	\$ 610,413.55	\$ 10,910
R High Frequency Metrolink Service	5	\$ -	\$ -
S Transit Extensions to Metrolink	6	\$ -	\$ -
T Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	7	\$ -	\$ -
U Senior Mobility Program or Senior Non-Emergency Medical Program	8	\$ 61,577.16	\$ 1,905
V Community Based Transit/Circulators	9	\$ -	\$ -
W Safe Transit Stops	10	\$ -	\$ -
X Environmental Cleanup Program (Water Quality)	11	\$ 0.19	\$ -
Other*	12	\$ -	\$ -
<b>Balances at Beginning of Fiscal Year</b>	13	\$ 671,990.90	\$ 12,815
Monies Made Available During Fiscal Year	14	\$ 862,248.78	\$ 2,716
<b>Total Monies Available (Sum Lines 13 &amp; 14)</b>	15	\$ 1,534,239.68	\$ 15,530
Expenditures During Fiscal Year	16	\$ 878,919.11	\$ 10,910
<b>Balances at End of Fiscal Year</b>			
A-M Freeway Projects	17	\$ -	\$ -
O Regional Capacity Program (RCP)	18	\$ -	\$ -
P Regional Traffic Signal Synchronization Program (RTSSP)	19	\$ -	\$ -
Q Local Fair Share	20	\$ 574,315.96	\$ 1,732
R High Frequency Metrolink Service	21	\$ -	\$ -
S Transit Extensions to Metrolink	22	\$ -	\$ -
T Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	23	\$ -	\$ -
U Senior Mobility Program or Senior Non-Emergency Medical Program	24	\$ 81,004.42	\$ 2,888
V Community Based Transit/Circulators	25	\$ -	\$ -
W Safe Transit Stops	26	\$ -	\$ -
X Environmental Cleanup Program (Water Quality)	27	\$ 0.19	\$ -
Other*	28	\$ -	\$ -

\* Please provide a specific description

**M2 Expenditure Report**  
**Fiscal Year Ended June 30, 2021**  
**Sources and Uses**

Description	Line No.	Amount	Interest
<b>Revenues:</b>			
<b>A-M</b> Freeway Projects	1	\$ -	\$ -
<b>O</b> Regional Capacity Program (RCP)	2	\$ -	\$ -
<b>P</b> Regional Traffic Signal Synchronization Program (RTSSP)	3	\$ -	\$ -
<b>Q</b> Local Fair Share	4	\$ 512,707.00	\$ 1,732.38
<b>R</b> High Frequency Metrolink Service	5	\$ -	\$ -
<b>S</b> Transit Extensions to Metrolink	6	\$ -	\$ -
<b>T</b> Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	7	\$ -	\$ -
<b>U</b> Senior Mobility Program or Senior Non-Emergency Medical Program	8	\$ 19,427.26	\$ 983.54
<b>V</b> Community Based Transit/Circulators	9	\$ -	\$ -
<b>W</b> Safe Transit Stops	10	\$ -	\$ -
<b>X</b> Environmental Cleanup Program (Water Quality)	11	\$ -	\$ -
Other: Debt Service Payment	12	\$ 330,114.52	\$ -
<b>TOTAL REVENUES (Sum lines 1 to 12)</b>	<b>13</b>	<b>\$ 862,248.78</b>	<b>\$ 2,715.92</b>
<b>Expenditures:</b>			
<b>A-M</b> Freeway Projects	14	\$ -	\$ -
<b>O</b> Regional Capacity Program (RCP)	15	\$ -	\$ -
<b>P</b> Regional Traffic Signal Synchronization Program (RTSSP)	16	\$ -	\$ -
<b>Q</b> Local Fair Share	17	\$ 548,804.59	\$ 10,909.66
<b>R</b> High Frequency Metrolink Service	18	\$ -	\$ -
<b>S</b> Transit Extensions to Metrolink	19	\$ -	\$ -
<b>T</b> Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems	20	\$ -	\$ -
<b>U</b> Senior Mobility Program or Senior Non-Emergency Medical Program	21	\$ -	\$ -
<b>V</b> Community Based Transit/Circulators	22	\$ -	\$ -
<b>W</b> Safe Transit Stops	23	\$ -	\$ -
<b>X</b> Environmental Cleanup Program (Water Quality)	24	\$ -	\$ -
Other: Debt Service Payment	25	\$ 330,114.52	\$ -
<b>TOTAL EXPENDITURES (Sum lines 14 to 25)</b>	<b>26</b>	<b>\$ 878,919.11</b>	<b>\$ 10,909.66</b>
<b>TOTAL BALANCE (Subtract line 26 from 13)</b>	<b>27</b>	<b>\$ (16,670.33)</b>	<b>\$ (8,193.74)</b>

\* Please provide a specific description

Debt Service for Gas Tax Revenue Certificates of Participation, Series 2011A

**M2 Expenditure Report**  
**Fiscal Year Ended June 30, 2021**  
**Streets and Roads Detailed Use of Funds**

Type of Expenditure	Line No.	MOE	Developer / Impact Fees <sup>1</sup>	O	O Interest	P	P Interest	Q	Q Interest	X	X Interest	Other M2 <sup>2</sup>	Other M2 Interest	Other <sup>3</sup>	TOTAL
<b>Indirect and/or Overhead</b>	1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Construction &amp; Right-of-Way</b>															
New Street Construction	2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Street Reconstruction	3	\$ 1,915,760.49	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 523,891.08	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,439,652
Signals, Safety Devices, & Street Lights	4	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pedestrian Ways & Bikepaths	5	\$ 51,466.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 51,466
Storm Drains	6	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Storm Damage	7	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Construction<sup>1</sup></b>	8	\$ 1,967,226.49	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 523,891.08	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,491,118
Right of Way Acquisition	9	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Construction &amp; Right-of-Way</b>	10	\$ 1,967,226.49	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 523,891.08	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,491,118
<b>Maintenance</b>															
Patching	11	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Overlay & Sealing	12	\$ 101,059.93	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35,823.17	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 136,883
Street Lights & Traffic Signals	13	\$ 240,325.63	\$ 88,325.44	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 328,651
Storm Damage	14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Street Purpose Maintenance	15	\$ 658,118.75	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 658,119
<b>Total Maintenance<sup>1</sup></b>	16	\$ 999,504.31	\$ 88,325.44	\$ -	\$ -	\$ -	\$ -	\$ 35,823.17	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,123,653
<b>Other</b>	17	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>GRAND TOTALS (Sum Lines 1, 10, 16, 17)</b>	18	\$ 2,966,730.80	\$ 88,325.44	\$ -	\$ -	\$ -	\$ -	\$ 559,714.25	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,614,770
<b>Finance Director Confirmation</b>	19	Any California State Constitution Article XIX streets and road eligible expenditure may be "counted" in local jurisdictions' calculation of MOE if the activity is supported (funded) by a local jurisdictions' discretionary funds (e.g. general fund). The California State Controller also provides useful information on Article XIX and the Streets and Highways Code eligible expenditures in its "Guidelines Relating to Gas Tax Expenditures for Cities and Counties". I have reviewed and am aware of these guidelines and their applicability in calculating and reporting on Maintenance of Effort expenditures.  Finance Director initial: _____													

<sup>1</sup> Includes direct charges for staff time  
<sup>2</sup> Other M2 includes A-M, R,S,T,U,V, and W  
<sup>3</sup> Transportation related only  
 \* Please provide a specific description

**Legend**

Project	Description
A-M	Freeway Projects
O	Regional Capacity Program (RCP)
P	Regional Traffic Signal Synchronization Program (RTSSP)
Q	Local Fair Share
R	High Frequency Metrolink Service
S	Transit Extensions to Metrolink
T	Convert Metrolink Station(s) to Regional Gateways that connect Orange County with High-Speed Rail Systems
U	Senior Mobility Program or Senior Non-Emergency Medical Program
V	Community Based Transit/Circulators
W	Safe Transit Stops
X	Environmental Cleanup Program (Water Quality)

**M2 Expenditure Report**  
**Fiscal Year Ended June 30, 2021**  
**Local Fair Share Project List**

PROJECT NAME	AMOUNT EXPENDED
FY 2019-20 Residential Slurry Seal Project (#1001) This proeject provided preventative maintenance treatment known as slurry seal, on more than 4.3 million square feet of residential streets.	\$ 35,823.17
FY 2019-20 Arterial Roadway Rehabilitation Project (#1002) This project repaved approximately 1.1 million square feet of roadway on Bastanchury Road between the Yorba Linda City Limit and Kraemer Boulevard, and the Fullerton City Limit and Placentia Avenue, as well as all of Golden Avenue and Kraemer Boulevard between Bastanchury Road and Golden Avenue.	\$ 312,000.00
FY 2020-21 Roadway Rehabilitation Project (#1101) The scope of the Fiscal Year 2020-21 Roadway Rehabilitation Project entails the rehabilitation of a 1.5 million square feet of arterial, collector, and residential streets.	\$ 211,891.08
	\$ 559,714.25

**M2 Expenditure Report  
Fiscal Year Ended June 30, 2021**

I hereby certify that:

All the information attached herein and included in schedules 1 through 4 is true and accurate to the best of my knowledge;

The interest earned on Net Revenues allocated pursuant to the Ordinance shall be expended only for those purposes for which the Net Revenues were allocated;

The City of Placentia is aware of the State Controller’s “Guidelines Relating to Gas Tax Expenditures for Cities and Counties”, which is a guide for determining MOE Expenditures for M2 Eligibility purposes;

The City’s Expenditure Report is in compliance with direction provided in the State Controller’s “Guidelines Relating to Gas Tax Expenditures for Cities and Counties;” and

The City of Placentia has expended in this fiscal year an amount of local discretionary funds for streets and roads purposes at least equal to one of the maintenance of effort requirements below<sup>10</sup>:

A) The City met the existing FY 2020-21 MOE benchmark dollar amount.

B) The City/County met a proportional MOE benchmark amount of FY 2020-21 General Funds Revenues that is at least equal to the percent listed in column C of Exhibit 2 in the M2 Eligibility Guidelines.

Jessica Brown  
Director of Finance (Print Name)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

<sup>10</sup> An actual General Fund Revenue excerpt from a jurisdiction’s Comprehensive Annual Finance Report (CAFR) must be provided as backup documentation.



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR / PUBLIC SERVICES AND INFRASTRUCTURE

DATE: NOVEMBER 16, 2021

SUBJECT: **CONSTRUCTION CONTRACT WITH DOTY BROTHERS INC. FOR AN EMERGENCY REPAIR OF A STORM DRAIN PIPE**

### FISCAL

IMPACT: EXPENSE: \$ 30,851.26 CONTRACT AMOUNT  
BUDGETED: \$ 2,236,016.00 FY 2021-22 CIP BUDGET PROJECT NO. 1101  
AVAILABLE: \$ 1,304,395.43

### **SUMMARY:**

On September 30, 2021, upon completing the re-paving of the Madison Avenue/Bradford Avenue intersection, the City's paving contractor reported a sinkhole at the middle of the intersection had started to form. City staff with the assistance of the contractor immediately secured the worksite and closed the middle traffic lane to prevent vehicles from driving over the sinkhole. After conducting a site visit and a full review of the underground utility plans, Staff determined that the sinkhole was formed when an existing 15" corrugated metal pipe (CMP) storm drain line had collapsed under the pressure from the vibratory roller drum used to roll and compact the hot asphalt as part of the paving operation. The existing pipe was in very poor condition and deteriorated in several places. The pressure and vibration resulted in the collapse of the pipeline, creating a void beneath the new asphalt surface approximately two (2) feet deep and four (4) feet long. This specific storm drain pipe extends from an existing catch basin on the southeast corner of the intersection and connects to an existing reinforced concrete pipe (RCP), 200-feet west of intersection.

In order to determine the extent of damage and the condition of the CMP, on Friday morning Staff contacted the City's on-call sewer maintenance contractor to run a closed-circuit television (CCTV) camera through the pipe. After running the CCTV camera inside the pipe, it was confirmed that a section of the CMP line had indeed collapsed where the sinkhole had formed. That day, Staff met with Doty Brothers, a utility contractor that had done work in the City in the past to conduct an emergency repair. After meeting on the site and reviewing the as-built plans, Doty Brothers provided the City with a cost proposal for exposing and repairing the pipe. After conducting a review of the proposal by Doty Brothers and finding it fair and reasonable for the work to be performed, City Staff authorized the contractor to proceed with the repair work on an emergency basis. The cost of this repair exceeds the City Administrator's administrative approval limit. Therefore, the contract is presented to the City Council for its consideration and approval.

**1. h.**  
**Nov. 16, 2021**

The cost to repair the storm drain line amounts to \$30,460 and funds are available in the Fiscal Year 2021-22 Capital Improvement Program Budget to cover this emergency repair cost.

**RECOMMENDATION:**

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

1. Approve a Public Works Agreement with Doty Brothers, Inc. for the emergency repair of a storm drain line in the amount of \$30,851.26; and
2. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

**DISCUSSION:**

On September 30, 2021 upon completing the re-paving of the Madison Avenue/Bradford Avenue intersection, the City's paving contractor reported a sinkhole at the middle of the intersection had started to form. City staff with the assistance of the contractor immediately secured the worksite and closed the middle traffic lane to prevent vehicles from driving over the sinkhole. After conducting a site visit and a full review of the underground utility plans, Staff determined that the sinkhole was formed when an existing 15" corrugated metal pipe (CMP) storm drain line had collapsed under the pressure from the vibratory roller drum used to roll and compact the hot asphalt as part of the paving operation. The existing pipe was in very poor condition and deteriorated in several places. The pressure and vibration resulted in the pipeline collapsing, creating a void beneath the new asphalt surface approximately two (2) feet deep and four (4) feet long. This specific storm drain pipe extends from an existing catch basin on the southeast corner of the intersection and connects to an existing reinforced concrete pipe (RCP), 200-feet west of the intersection.

In order to determine the extent of damage and the condition of the CMP, on Friday morning Staff contacted the City's on-call sewer maintenance contractor to run a CCTV camera through the pipe. After running the CCTV camera inside the pipe, it was confirmed that a section of the CMP line had indeed collapsed, where the sinkhole had formed. That day, Staff met with Doty Brothers, a utility contractor that had done work in the City in the past to conduct an emergency repair. After meeting on the site and reviewing the as-built plans, Doty Brothers provided the City with a cost proposal for exposing and repairing the pipe. After conducting a review of the proposal by Doty Brothers and finding it fair and reasonable for the work to be performed and given the nature of the repair and the potential for further damage to the roadway or potential private property damage, Staff authorized the contractor to proceed with the emergency repair ahead of seeking formal Council authorization since the cost of this repair exceeds the City Administrator's administrative approval limit. This City Council meeting was the first meeting available to present the complete construction contract for the City Council's consideration and approval. The cost to repair the storm drain line amounts to \$30,851.26 and funds are available in the FY 2021-22 Capital Improvement Program Budget to cover this emergency repair cost.

**FISCAL IMPACT:**

The total not-to-exceed amount for this emergency repair is \$30,851.26. Sufficient funds are budgeted and available in the FY 2021-22 Capital Improvement Program Budget to cover this expense. As such, sufficient funds exist for the recommended actions.

Prepared by:



---

Masoud Sepahi  
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

**Attachment:**

Public Works Agreement with Doty Brothers, Inc.

**CITY OF PLACENTIA  
PUBLIC WORKS AGREEMENT FOR  
EMERGENCY REPAIR OF A STORM DRAIN PIPE**

THIS AGREEMENT (herein "Agreement"), is made and entered into this 12 day of March, 2020 by and between the CITY OF PLACENTIA, a municipal corporation and charter city, (herein "City") and Doty Brothers Inc., (herein "Contractor"). The parties hereto agree as follows:

**WITNESSETH:**

- A. WHEREAS, City requires the construction of an emergency repair of a storm drain pipe at Madison/Bradford intersection, 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 Doty Brothers inc., a (California corporation, partnership, individual) located at 11232 E. Firestone Blvd., Norwalk, CA 90650.
  - (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 \_\_\_\_\_ Dollars (\$\_\_\_\_\_) (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 percent (90%) 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 ten percent (10%) 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 October 19, 2022, 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:

Mr. Anthony Balderas

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 from 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 AND INDEMNIFICATION

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, 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 6.2 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 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.

6.5 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 percent (90%) 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 ten percent (10%) 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 Administrator or his/her designee, 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 A). 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: Masoud Sepahi, City Engineer

To Contractor:  
Anthony Balderas  
Superintendent  
11232 E. Firestone Blvd.,  
Norwalk, CA 90650

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, or 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.

ATTEST:

CITY OF PLACENTIA,  
A municipal corporation and Charter City

\_\_\_\_\_  
Damien R. Arrula, City Administrator

Date: \_\_\_\_\_

CONTRACTOR

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Social Security or Taxpayer ID Number

Project No. TBD

ATTEST:

\_\_\_\_\_  
Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Christian L. Bettenhausen, City Attorney

Date: \_\_\_\_\_

APPROVED AS TO INSURANCE:

\_\_\_\_\_  
Rosanna Ramirez, Deputy City Administrator/  
Director of Administrative Services

Date: \_\_\_\_\_

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Masoud Sepahi  
City Engineer

Date: \_\_\_\_\_

DEPARTMENTAL APPROVAL

\_\_\_\_\_  
Luis Estevez, Deputy City Administrator/  
Director of Public works

Date: \_\_\_\_\_

Project No.

**EXHIBIT A**  
**SCOPE OF SERVICES**

DOTY BROS EQUIPMENT CO.  
11232 E. FIRESTONE BLVD.  
NORWALK, CA 90650-2201  
562 864-6566

## Invoice 74310

<b>Bill to:</b> CITY OF PLACENTIA 401 E. CHAPMAN AVE PLACENTIA, CA 92870	<b>Job:</b> 1108-21027 PLACEN-18" STORM DRAIN LAMBERD & BERRY ST BREA, CA 92821
---	--

<b>Invoice #:</b> 74310 <b>Payment Terms:</b> NET DUE 30 DAYS <b>Customer Code:</b> 2101905	<b>Date:</b> 10/30/21	<b>Customer P.O. #:</b> <b>Salesperson:</b>
---	-----------------------	--

Remarks: 1108-21027

Quantity	Description	U/M	Unit Price	Extension
			<b>Subtotal:</b>	<b>30,851.26</b>
			<b>Total:</b>	<b>30,851.26</b>

**Doty Bros.**  
Manual Billing Worksheet

Customer: CITY OF PLACENTIA												
Period: 10/05/21-10/11/21												
Job #: 1108-21027												
DAILY #: 440613, 440614, 440615, 443614												
Employee Name	Number	Craft Code	RATES			HOURS			AMOUNTS			TOTAL
			REG	OT	DT	REG	OT	DT	REG	OT	DT	
BERNAL, MIGUEL	1203	LFM	101.81	136.90	172.00	24.00			2,443.44	-	-	2,443.44
RAFAEL, EDUARDO	2692	LG4	98.47	131.90	165.33	24.00			2,363.28	-	-	2,363.28
SANCHEZ, ALFONSO	0413	TG10	98.64	128.35	158.05	24.00	3.00		2,367.36	385.05	-	2,752.41
BANUELOS, GREG	1950	OB8	125.30	169.12	212.93	24.00			3,007.20	-	-	3,007.20
BERNAL J	0201	OPF	128.64	174.12	219.61	8.00	1.00		1,029.09	174.12	-	1,203.21
PLACENCIA U	2635	TG10	98.64	128.35	158.05	8.00			789.12	-	-	789.12
SANCHEZ E	0764	LG4	98.47	131.90	165.33	8.00			787.76	-	-	787.76
CASTANIEDU J	3166	TG10	98.64	128.35	158.05	8.00			789.12	-	-	789.12
Total Hours						128.00	4.00		13,576.37	559.17	-	14,135.54
Equipment Description	Number		RATES			HOURS						
SERVICE TRUCK	2027		18.38			24.00			441.12			441.12
SERVICE TRUCK	4125		18.38			8.00			147.04			147.04
COMPRESSOR	7805		21.50			20.00			430.00			430.00
FLATBED	3296		24.83			14.00			344.82			344.82
TRAILER	6302		16.00			4.00			64.00			64.00
BACKHOE	4356		40.82			24.00			979.68			979.68
PICK UP	2809		16.38			10.00			163.80			163.80
CONES	881		2.50			45.00			112.50			112.50
SIGNS	882		4.00			12.00			48.00			48.00
COMPRESSOR	6852		21.50			4.00			86.00			86.00
DUMP 10 WHEELER	333		32.63			4.00			130.52			130.52
DUMP/FLATBED	3065		24.63			6.00			147.78			147.78
SKIP LOADER	5413		32.82			4.00			131.28			131.28
RIDE ON ROLLER	1551		29.50			6.00			177.00			177.00
TRAILER	6577		16.00			2.00			32.00			32.00
TRAILER	6540		16.00			2.00			32.00			32.00
Total Equipment						189.00			3,467.54			3,467.54

**Doty Bros.**  
Manual Billing Worksheet

<b>Customer:</b> CITY OF PLACENTIA						
<b>Period:</b> 10/05/21-10/11/21						
<b>Job #</b> 1108-21027						
<b>DAILY #</b> 440613, 440614, 440615, 443614						
			<b>RATES</b>		<b>HOURS</b>	<b>AMOUNTS</b>
<u>Third Party Name</u>	<u>Invoice #</u>	<u>Amount</u>				
DOTY	95794	\$ 275.00				
DOTY	95810	\$ 385.00				
DOTY	95807	\$ 220.00				
DOTY	95803	\$ 644.80				
WESTERN WATER WORKS	1218408-00	\$ 888.96				
WESTERN WATER WORKS	1218441-00	\$ 1,341.90				
RAYMOND TRUCKING	1404	\$ 1,020.00				
RAYMOND TRUCKING	1408	\$ 540.00				
RAYMOND TRUCKING	1276	\$ 1,020.00				
DOTY	99196	\$ 1,600.00				
ONE CALL	R120142151	\$ 362.55				
ONE CALL	R120142147	\$ 256.50				
CHANDLER	130375244	\$ 530.00				
R.J. NOBLE	201828	\$ 800.00				
ONE CALL	73093763	\$ 1,035.45				
STRIVE CONCRETE CUTTING	25092	\$ 600.00				
Sub-Total Thlr Party		11,520.16				
MARK UP 15%		1,728.02				
<b>Invoice Total</b>		<b>13,248.18</b>				<b>\$ 30,851.26</b>



11232 E. Firestone Blvd., Norwalk, California 90650  
 Phone: (562) 864-6566 Fax: (562) 864-6052

DOTY BROS JOB NO: 1108-21027

Bill To: Job

WEATHER: Sunny

A SAP/TDD: PLACEN-18" STORM DRAIN

JOB TYPE: Cost Plus

JOB COMPLETE: No

**DAILY WORK REPORT**

0AE-0E2B-4B60-A U

10/28/2021 7:49:30AM

CLIENT NAME: CITY OF PLACENTIA

JOB LOCATION: LAMBERD & BERRY ST

DATE: 10/05/2021

SUPERINTENDENT: TERRY PEELER

FOREMAN: Miguel A Bernal

Any Accidents Reported Today? No ( If Yes, attach accident and/or Safety Meeting Report )

Safety Meeting Today? Yes ( If Yes, attach Safety Meeting Report )

Underground Service Alert (USA) Notified? Yes ( If Yes, attach Report )

Industrial Safety Notified (OSHA)? Yes ( If Yes, attach Report )

Labor				000000T&M		Total
Name	Employee #	Class	Craft	R	O	
Alfonso Sanchez	2100413	T986M3	TG10	8.0	1.0	9.0
Eduardo Rafael	2102692	L130M3	LG4	8.0	0.0	8.0
GREGORY J BANUELOS	2101950	O012A3	OG8	8.0	0.0	8.0
Miguel A Bernal	2101203	L300M1	LFM	8.0	0.0	8.0
<b>Total</b>				<b>32.0</b>	<b>1.0</b>	<b>33.0</b>

**DBE EQUIPMENT - Attach all Tickets**

Equip No	Desc	000000T&M
2027	SERVICE TRUCK	8.0
2809	PICKUP TRUCK	2.0
3296	FLATBED DUMP	4.0
4356	590 BACKHOE	8.0
6302	EQUIPMENT TRAILER 40K	2.0
881	CONES	15
882	CONSTRUCTION SIGNS	4
R7805	COMPRESSOR	8.0

**MISC. CHARGES - SUBS, MATERIALS, RENTALS, HAULING, ETC.**



DOTY BROS JOB NO: 1108-21027

A SAP/TDD: PLACEN-18" STORM DRAIN

**DAILY WORK REPORT**

11232 E. Firestone Blvd., Norwalk, California 90650  
Phone: (562) 864-6566 Fax: (562) 864-6052

Bill To: Job

WEATHER: Sunny

JOB TYPE: Cost Plus

OAE-0E2B-4B60-A U

CLIENT NAME: CITY OF PLACENTIA

JOB COMPLETE: No

10/28/2021

7:49:30AM

JOB LOCATION: LAMBERD & BERRY ST

DATE: 10/05/2021

Any Accidents Reported Today? No ( If Yes, attach accident and/or Safety Meeting Report )

Safety Meeting Today? Yes ( If Yes, attach Safety Meeting Report )

Underground Service Alert (USA) Notified? Yes ( If Yes, attach Report )

Industrial Safety Notified (OSHA)? Yes ( If Yes, attach Report )

SUPERINTENDENT: TERRY PEELER

FOREMAN: Miguel A Bernal

Vendor / Supplier	Desc	PO #	Ticket#
RJ Noble	Dump	49743	161872, 162121 ✓
SNG - Bay Area	Super 10	N/A	4561367 ✓
Trench Shoring	Plates	49742TRS	RDEL20080242 ✓

**NOTES**

Set up traffic control, Broke out and excavated a 7 \* 20 . To locate 15" Storm drain. Cut off 10' of existing rotten storm drain. Set 4 plates, cleaned up area. And coned off area and put up caution tape.



DOTY BROS JOB NO: 1108-21027

A SAP/TDD: PLACEN-18" STORM DRAIN

**DAILY WORK REPORT**

11232 E. Firestone Blvd., Norwalk, California 90650  
Phone: (562) 864-6566 Fax: (562) 864-6052

Bill To: Job

WEATHER: Sunny

JOB TYPE: Cost Plus

1AC-958A-4B1F-9 U

CLIENT NAME: CITY OF PLACENTIA

JOB COMPLETE: No

10/28/2021

7:49:30AM

JOB LOCATION: LAMBERD & BERRY ST

DATE: 10/06/2021

Any Accidents Reported Today? No

( If Yes, attach accident and/or Safety Meeting Report )

Safety Meeting Today? Yes

( If Yes, attach Safety Meeting Report )

Underground Service Alert (USA) Notified? Yes

( If Yes, attach Report )

Industrial Safety Notified (OSHA)? Yes

( If Yes, attach Report )

SUPERINTENDENT: TERRY PEELER

FOREMAN: Miguel A Bernal

<b>Labor</b>				000000T&M		Total
Name	Employee #	Class	Craft	R	O	
Alfonso Sanchez	2100413	T986M3	TG10	8.0	1.0	9.0
Eduardo Rafael	2102692	L130M3	LG4	8.0	0.0	8.0
GREGORY J BANUELOS	2101950	O012A3	OG8	8.0	0.0	8.0
Miguel A Bernal	2101203	L300M1	LFM	8.0	0.0	8.0
<b>Total</b>				<b>32.0</b>	<b>1.0</b>	<b>33.0</b>

**DBE EQUIPMENT - Attach all Tickets**

Equip No	Desc	000000T&M
2027	SERVICE TRUCK	8.0
2809	PICKUP TRUCK	4.0
3296	FLATBED DUMP	6.0
4356	590 BACKHOE	8.0
881	CONES	15
882	CONSTRUCTION SIGNS	4
R7805	COMPRESSOR	8.0

53

**MISC. CHARGES - SUBS, MATERIALS, RENTALS, HAULING, ETC.**



DOTY BROS JOB NO: 1108-21027

A SAP/TDD: PLACEN-18" STORM DRAIN

**DAILY WORK REPORT**

11232 E. Firestone Blvd., Norwalk, California 90650  
Phone: (562) 864-6566 Fax: (562) 864-6052

Bill To: Job

WEATHER: Sunny

JOB TYPE: Cost Plus

1AC-958A-4B1F-9 U

CLIENT NAME: CITY OF PLACENTIA

JOB COMPLETE: No

10/28/2021

7:49:30AM

JOB LOCATION: LAMBERD & BERRY ST

DATE: 10/06/2021

Any Accidents Reported Today? No

( If Yes, attach accident and/or Safety Meeting Report )

Safety Meeting Today? Yes

( If Yes, attach Safety Meeting Report )

Underground Service Alert (USA) Notified? Yes

( If Yes, attach Report )

Industrial Safety Notified (OSHA)? Yes

( If Yes, attach Report )

SUPERINTENDENT: TERRY PEELER

FOREMAN: Miguel A Bernal

Vendor / Supplier	Desc	PO #	Ticket#
Doty Bros Equipment	Rock and Bricks	N/A	95803 ✓
Strive	Saw Cut	49717	25092 ✓
Trench Shoring	Plates	49742TSR	RDEL20080429 ✓

**NOTES**

Set up traffic control, Broke out and excavated a 4 \* 7 . Broke out concrete around 15" storm drain pipe. Had Strive saw cut a 16 \* 5 , digging out asphalt. Poured rock in the hole . Reset plates and put temp and coned off and cleaned up area .



DOTY BROS JOB NO: 1108-21027

A SAP/TDD: PLACEN-18" STORM DRAIN

**DAILY WORK REPORT**

11232 E. Firestone Blvd., Norwalk, California 90650  
Phone: (562) 864-6566 Fax: (562) 864-6052

Bill To: Job

WEATHER: Other

JOB TYPE: Cost Plus

5AC-C13A-405B-8 U

CLIENT NAME: CITY OF PLACENTIA

JOB COMPLETE: Yes

10/28/2021

7:49:30AM

JOB LOCATION: LAMBERD & BERRY ST

DATE: 10/07/2021

Any Accidents Reported Today? No ( If Yes, attach accident and/or Safety Meeting Report )

Safety Meeting Today? Yes ( If Yes, attach Safety Meeting Report )

Underground Service Alert (USA) Notified? Yes ( If Yes, attach Report )

Industrial Safety Notified (OSHA)? Yes ( If Yes, attach Report )

SUPERINTENDENT: TERRY PEELER

FOREMAN: Miguel A Bernal

<b>Labor</b>				000000T&M		Total
Name	Employee #	Class	Craft	R	O	
Alfonso Sanchez	2100413	T986M3	TG10	8.0	1.0	9.0
Eduardo Rafael	2102692	L130M3	LG4	8.0	0.0	8.0
GREGORY J BANUELOS	2101950	O012A3	OG8	8.0	0.0	8.0
Miguel A Bernal	2101203	L300M1	LFM	8.0	0.0	8.0
			<b>Total</b>	<b>32.0</b>	<b>1.0</b>	<b>33.0</b>

**DBE EQUIPMENT - Attach all Tickets**

Equip No	Desc	000000T&M
2027	SERVICE TRUCK	8.0
2809	PICKUP TRUCK	4.0
3296	FLATBED DUMP	4.0
4356	590 BACKHOE	8.0
6302	EQUIPMENT TRAILER 40K	2.0
6852	COMPRESSOR	4.0
881	CONES	15
882	CONSTRUCTION SIGNS	4
R7805	COMPRESSOR	4.0

53

**MISC. CHARGES - SUBS, MATERIALS, RENTALS, HAULING, ETC.**



DOTY BROS JOB NO: 1108-21027

A SAP/TDD: PLACEN-18" STORM DRAIN

**DAILY WORK REPORT**

11232 E. Firestone Blvd., Norwalk, California 90650  
Phone: (562) 864-6566 Fax: (562) 864-6052

Bill To: Job

WEATHER: Other

JOB TYPE: Cost Plus

5AC-C13A-405B-8 U

CLIENT NAME: CITY OF PLACENTIA

JOB COMPLETE: Yes

10/28/2021

7:49:30AM

JOB LOCATION: LAMBERD & BERRY ST

DATE: 10/07/2021

Any Accidents Reported Today? No ( If Yes, attach accident and/or Safety Meeting Report )

Safety Meeting Today? Yes ( If Yes, attach Safety Meeting Report )

Underground Service Alert (USA) Notified? Yes ( If Yes, attach Report )

Industrial Safety Notified (OSHA)? Yes ( If Yes, attach Report )

SUPERINTENDENT: TERRY PEELER

FOREMAN: Miguel A Bernal

Vendor / Supplier	Desc	PO #	Ticket#
A.B.T. - <i>Rough</i>	Super 10	N/A	7181530 ✓
Associated Ready Mix	Slurry	1104881	6562071, 6562069
Chandlers Recycling	Dump	49788	104437 ✓
Doty Bros Equipment	Dump	N/A	95810, 95807 ✓

**NOTES**

Set up traffic control, Removed plates. To install 40' of 15" Storm drain, with 2- 45's . Put slurry and reset plates, put temp and cleaned up and coned off area.



DOTY BROS JOB NO: 1108-21027

A SAP/TDD: PLACEN-18" STORM DRAIN

Bill To: Job



11232 E. Firestone Blvd., Norwalk, California 90650  
Phone: (562) 864-6566 Fax: (562) 864-6052

WEATHER: Other

JOB TYPE: Cost Plus

ABE-6B68-43A4-8 U

CLIENT NAME: CITY OF PLACENTIA

JOB COMPLETE: Yes

10/28/2021

7:49:30AM

JOB LOCATION: LAMBERD & BERRY ST

DATE: 10/11/2021

Any Accidents Reported Today? No

( If Yes, attach accident and/or Safety Meeting Report )

Safety Meeting Today? Yes

( If Yes, attach Safety Meeting Report )

Underground Service Alert (USA) Notified? No

( If Yes, attach Report )

Industrial Safety Notified (OSHA)? No

( If Yes, attach Report )

SUPERINTENDENT: TERRY PEELER

FOREMAN: Jose G. Bernal

Labor				000000T&M		Total
Name	Employee #	Class	Craft	R	O	
Erik Sanchez	2100764	L802M3	LG 4	8.0	0.0	8.0
HUGO R. PLASCENCIA	2102635	T986M3	TG 10	8.0	0.0	8.0
Jairo Castaneda	2103166	T986M3	TG 10	8.0	0.0	8.0
Jose G. Bernal	2100201	O012A1	OPERAT	8.0	1.0	9.0
Total				32.0	1.0	33.0

**DSE EQUIPMENT - Attach all Tickets**

Equip No	Desc	000000T&M
1551	RIDE ON ROLLER	6.0
2412	SERVICE TRUCK	8.0
3065	BOBTAIL DUMP 5YD	6.0
3333	10 WHEEL DUMP	4.0
5413	SKIP LOADER	4.0
6540	ROLLER TRAILER	2.0
6577	EQUIPMENT TRAILER 40K	2.0

32

**MISC. CHARGES - SUBS, MATERIALS, RENTALS, HAULING, ETC.**



**DOTY BROS JOB NO:** 1108-21027

**A SAP/TDD:** PLACEN-18" STORM DRAIN

**Bill To:** Job

**DAILY WORK REPORT**

11232 E. Firestone Blvd., Norwalk, California 90650  
Phone: (562) 864-6566 Fax: (562) 864-6052

**WEATHER:** Other

**JOB TYPE:** Cost Plus

**ABE-6B68-43A4-8 U**

**CLIENT NAME:** CITY OF PLACENTIA

**JOB COMPLETE:** Yes

10/28/2021

7:49:30AM

**JOB LOCATION:** LAMBERD & BERRY ST

**DATE:** 10/11/2021

Any Accidents Reported Today? No

( If Yes, attach accident and/or Safety Meeting Report )

Safety Meeting Today? Yes

( If Yes, attach Safety Meeting Report )

Underground Service Alert (USA) Notified? No

( If Yes, attach Report )

Industrial Safety Notified (OSHA)? No

( If Yes, attach Report )

**SUPERINTENDENT:** TERRY PEELER

**FOREMAN:** Jose G. Bernal

Vendor / Supplier	Desc	PO #	Ticket#
Vulcan materials/Vulcan materials/Vulcan materials/TRENCH SHORING	8.14 tons of three-quarter asphalt/4.99 tons of three-quarter asphalt/One EMULSON BUCKETCOMPLETE PPICKUP 10 Crossing PLATES	N/A	/ 19090848/19090848/190908

**NOTES**

Remove Crossing Place and wheelbase paving asphalt cut











# WESTERN WATER WORKS SUPPLY COMPANY

5831 PINE AV CHINO HILLS, CA - 91709  
PHONE: (909)597-7000 | FAX: (909)597-7050



## INVOICE

INVOICE #			
1218408-00			
PO #			
1108-21027			
QUOTE #	PO DATE	INVOICE DT	PAGE #
0	10/05/21	10/07/21	1 of 1

CUST #: 4039

<b>BILL TO</b>
DOTY BROTHERS EQUIPMENT CO
11232 E FIRESTONE BL
NORWALK, CA 90650-2201

<b>SHIP TO</b>
DOTY BROTHERS EQUIPMENT CO
11232 E FIRESTONE BL
NORWALK, CA 90650-2201

<b>INSTRUCTIONS</b>	<b>SHIP POINT</b>	<b>VIA</b>	<b>SHIPPED</b>	<b>TERMS</b>
	SANTA FE SPRINGS	WILL CALL	10/06/21	2% 15TH PROX

<b>CONTACT</b>	Terry Peeler
<b>MOBILE PHONE</b>	(562) 572-2633
<b>EMAIL</b>	TPPEELERS@DOTYBROS.COM

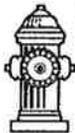
LN	PRODUCT AND DESCRIPTION	ORDERED	BO	SHIPPED	UN	PRICE	NET AMOUNT
***PO#: 49781 ***LOCATION: ADDISON AVE & BRADFORD							
1	CMP-15# 15" GALV CSP 16GA X 20'	1	0	1	EA	481.70	481.70
2	DB-15# 15" GALV DIMPLE HAMD COUPLING	1	0	1	EA	50.60	50.60
3	MCM15# 15" MARMAC COUPLER CMP X RCP	1	0	1	EA	79.00	79.00
3	Lines Total	Qty Shipped Total		3		Total	611.30
						Taxes	64.18
						Invoice Total	675.48

Plus  
Restocking fee  
35%  
\$213.96  
OCT 07 2021  
~~\$1000.96~~

Cash Discount

12.23 If Paid By 11/15/21

### Smooth Running Jobs



# WESTERN WATER WORKS SUPPLY COMPANY

5831 PINE AV CHINO HILLS, CA - 91709  
PHONE: (909)597-7000 | FAX: (909)597-7050

You are a Grand Guarantee Club Member.

We Guarantee:

- Accurate Orders
- Accurate Billings
- Accurate Delivery Times

Or we will give you \$1000

**1000 GRAND GUARANTEE CLUB**

Member Since 2007



## PICK TICKET

\*\*\* WILL CALL \*\*\*

CUST #: 4039

<b>BILL TO</b>
DOTY BROTHERS EQUIPMENT CO 11232 E FIRESTONE BL NORWALK, CA 90650-2201

<b>SHIP TO</b>

<b>SALES ORDER #</b>	
1218408-00	
<b>PO DATE</b>	<b>PO #</b>
10/05/21	1108-21027
<b>PICK DT</b>	<b>PAGE #</b>
10/05/21	1 of 1

PRINT #: 1  
10/05/21 20:17 sal3

<b>REFERENCE</b>	<b>PROJECT MANAGER</b>
1108-21027	Moses Duran 909.630.6656

<b>INSTRUCTIONS</b>	<b>SHIP POINT</b>	<b>VIA</b>	<b>SHIPPED</b>
	SANTA FE SPRINGS	WILL CALL	10/05/21

<b>CONTACT</b>	Terry Peeler
<b>MOBILE PHONE</b>	(562)572-2633
<b>EMAIL</b>	TPEELER@DOTYBROS.COM

LN	PRODUCT AND DESCRIPTION	BIN LOCATION	ORDERED	BO	SHIPPED	UM	QTY PICKED	QTY CHECKED	AMOUNT
***PO#: 49751 ***LOCATION: ADDISON AVE & BRADFORD									
1	CMP-15# 15" GALV CSP 16GA X 20'	N/on/ St/ock	1.00	0.00	1.00	EA	1	1	481.70
2	DB-15# 15" GALV DIMPLE BAND COUPLING	N/on/ St/ock	1.00	0.00	1.00	EA	1	1	50.60
3	MM15# 15" MARMAC COUPLER CMP X RCP	N/on/ St/ock	1.00	0.00	1.00	EA	1	1	79.00

Total 611.30  
 Taxes 64.18  
 INVOICE TOTAL: 675.48

Cash Disc Amt 12.23 If Paid Within Terms

**APPROVED**  
**TERRY PEELER**

35%  
 Restocking Fee

10-6-21 15' dia @ PVC rack, 1 skid @ B12 nique 1B

TOTAL LINES	3	LINES NOT PRINTED	0	QTY SHIPPED TOTAL	3.00
PICKED BY	CHECKED BY	DELIVERED BY	VIEWED BY	WEIGHT	
AJD/10/05	[Signature]			0.00000	

X [Signature]	
SIGNATURE	
RECEIVED BY	DATE RECEIVED



### Smooth Running Jobs



# WESTERN WATER WORKS SUPPLY COMPANY

5831 PINE AV CHINO HILLS, CA - 91709  
PHONE: (909)597-7000 | FAX: (909)597-7050

You are a Grand Guarantee Club Member

We Guarantee:  
-Accurate Orders  
-Accurate Deliveries  
-Accurate Billings

Or we will give you \$2000

**2000 GRAND GUARANTEE CLUB**

Member Since 2007

## INVOICE

INVOICE #			
1218441-00			
PO #			
1108-21027			
QUOTE #	PO DATE	INVOICE DT	PAGE #
0	10/06/21	10/08/21	1 of 1

CUST #: 4039

<b>BILL TO</b>
DOTY BROTHERS EQUIPMENT CO
11232 E FIRESTONE BL
NORWALK, CA 90650-2201

<b>SHIP TO</b>
DOTY BROTHERS EQUIPMENT CO
11232 E FIRESTONE BL
NORWALK, CA 90650-2201

<b>INSTRUCTIONS</b>	<b>SHIP POINT</b>	<b>VIA</b>	<b>SHIPPED</b>	<b>TERMS</b>
	SANTA FE SPRINGS	WILL CALL	10/08/21	2% 15TH PROX

<b>CONTACT</b>	Terry Peeler
<b>MOBILE PHONE</b>	(562) 572-2633
<b>EMAIL</b>	TPEELER@DOTYBROS.COM

LN	PRODUCT AND DESCRIPTION	ORDERED	BO	SHIPPED	UM	PRICE	NET AMOUNT
***PO#: 49781 ***LOCATION: ADDISON AVE & BRADFORD							
1	15WT20NP# OP 15" DUAL WALL WATER TIGHT PIPE	40	0	40	FT	14.90	596.00
2	OPF1522B2-WT# 15" - 22.5 DEGREE ELBOW BELLED ENDS W/ SADDLE GA	1	0	1	EA	274.40	274.40
3	OPF1545B2-WT# 15" - 45 DEGREE ELBOW BELLED ENDS W/ SADDLE GA	1	0	1	EA	265.00	265.00
4	MM15# 15" MARMAC POLYSEAL PIPE COUPLER	1	0	1	EA	79.00	79.00
4	Lines Total	Qty Shipped Total		43	Total		1214.40
					Taxes		127.50
					Invoice Total		1341.90

OCT 14 2021

Cash Discount

24.29 If Paid By 11/15/21

### Smooth Running Jobs



# WESTERN WATER WORKS SUPPLY COMPANY

5831 PINE AV CHINO HILLS, CA - 91709  
PHONE: (909)597-7000 | FAX: (909)597-7050

You are a Grand Guarantee Club Member.

We Guarantee:  
- Accurate Orders  
- Accurate Billings  
- Accurate Delivery Times  
Or we will give you \$1000

**GRAND GUARANTEE CLUB**

Member Since 2007



## PICK TICKET

\*\*\* WILL CALL \*\*\*

CUST #: 4039

<b>BILL TO</b>
DOTY BROTHERS EQUIPMENT CO 11232 E FIRESTONE BL NORWALK, CA 90650-2201

<b>SHIP TO</b>

<b>SALES ORDER #</b>	
1218441-00	
<b>PO DATE</b>	<b>PO #</b>
10/06/21	1108-21027
<b>PICK DT</b>	<b>PAGE #</b>
10/06/21	1 of 1

PRINT #: 1  
10/06/21 14:06 sel4

<b>REFERENCE</b>	<b>PROJECT MANAGER</b>
1108-21027	Moses Duran 909.630.6656

<b>CONTACT</b>	Terry Peeler
<b>MOBILE PHONE</b>	(562)572-2633
<b>EMAIL</b>	TPEELER@DOTYBROS.COM

<b>INSTRUCTIONS</b>	<b>SHIP POINT</b>	<b>VIA</b>	<b>SHIPPED</b>
	SANTA FE SPRINGS	WILL CALL	10/06/21

LN	PRODUCT AND DESCRIPTION	BIN LOCATION	ORDERED	BO	SHIPPED	UM	QTY PICKED	QTY CHECKED	AMOUNT
***PO#: <del>49781</del> 49751 ***LOCATION: ADDISON AVE & BRADFORD									
1	15WT20NP# GF 15" DUAL WALL WATER TIGHT PIPE	N/on/ St/ock	40.00	0.00	40.00	FT	40ft	40ft	596.00
2	GFE1522B2-WT# 15" - 22.5 DEGREE ELBOW BELLED ENDS W/ SADDLE GA	N/on/ St/ock	1.00	0.00	1.00	EA	1	1	274.40
3	GFE1545B2-WT# 15" - 45 DEGREE ELBOW BELLED ENDS W/ SADDLE GA	N/on/ St/ock	1.00	0.00	1.00	EA	1	1	265.00
4	MM15# 15" MARMAC POLYSEAL PIPE COUPLER	N/on/ St/ock	1.00	0.00	1.00	EA	1	1	79.00

Total 1214.40  
 Taxes 127.50  
 INVOICE TOTAL: 1341.90

Cash Disc Amt 24.29 If Paid Within Terms

**APPROVED**  
**TERRY PEELER**

*1 bundle @ pre rock      1 skid @ BK      Miquel B.*

TOTAL LINES	4	LINES NOT PRINTED	0	QTY SHIPPED TOTAL	43.00	x. <i>Miquel B.</i> SIGNATURE
PICKED BY	JQ 10-6	CHECKED BY	AJW/07	VIEWED BY	WEIGHT	
				DELIVERED BY	0.00000	RECEIVED BY
						DATE RECEIVED

**WARNING:**  
 Cancer and Reproductive Harm-  
[www.P65Warnings.ca.gov](http://www.P65Warnings.ca.gov)



### Smooth Running Jobs

**RAYMOND TRUCKING**  
4131 Ballina St  
Encino, CA 91436 US  
(805) 428-8500  
raymondyouash@gmail.com

# INVOICE

**BILL TO**  
Doty Bros  
11232 Firestone Blvd  
Norwalk, Ca 90650

**INVOICE # 1404**  
**DATE 10/07/2021**  
**DUE DATE 11/06/2021**  
**TERMS Net 30**

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
10/05/2021	Sales	Super10 truck was on hourly	8	90.00	720.00
10/05/2021	Sales	Dump fee for 2 clean loads of dirt with a Super10	2	150.00	300.00

Project Address:  
W Madison & Bradford  
Placentia

**BALANCE DUE**

**\$1,020.00**



Raymond Youash Trucking  
12087 Lopez Canyon Rd suite 115  
Sylmar, CA 91342 US  
raymondyouash@gmail.com



# INVOICE

**BILL TO**  
DOTY BROS.  
11232 FIRESTONE BLVD  
NORWALK, CA 90650

**INVOICE #** 1276  
**DATE** 10/13/2021  
**DUE DATE** 11/12/2021

**JOB ADDRESS**  
MADISON AVE AND BRADFORD

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
10/05/2021	DIRT	LOADS OF DIRT - A4581367	8	90.00	720.00
10/05/2021	NOTE	DUMP FEE FOR THE TWO LOADS	2	150.00	300.00

**BALANCE DUE** **\$1,020.00**

OCT 13 2021



**RAYMOND TRUCKING**

4131 Ballina St  
Encino, CA 91436 US  
(805) 428-8500  
raymondyouash@gmail.com

**INVOICE**

**BILL TO**

Doty Bros  
11232 Firestone Blvd  
Norwalk, Ca 90650

**INVOICE # 1408**

**DATE 10/11/2021**

**DUE DATE 11/10/2021**

**TERMS Net 30**

---

DATE	SERVICE	DESCRIPTION	QTY	RATE	AMOUNT
10/07/2021	Sales	Super10 truck was on hourly	6	90.00	540.00

Project Address:  
W Madison & Bradford  
Placentia

**BALANCE DUE**

**\$540.00**

PO# 49735  
Job# 1108-21027

OCT 12 2021

**NON-NEGOTIABLE BILL OF LADING AND TRANSPORTATION AGREEMENT**

BILL NO.

PRINCIPAL CARRIER

*A-13-T*

DATE

*12-7-21*

**A-7181530**

ADDRESS

CITY/STATE/ZIP

PH.

JOB #

BROKER #

TRUCK #

TRAILER #

CA #

UNDERLYING CARRIER (IF ANY)

*LXVA*

ADDRESS

PH.

SHIPPER

*Doty Bros*

RECEIVER

ADDRESS

ADDRESS

CITY/STATE/ZIP

*Braden*

CITY/STATE/ZIP

POINT OF ORIGIN

*\$ Madison*

POINT OF DESTINATION

EQUIPMENT TYPE

- 10-WHEELER
- SUPER-10
- STRONG-ARM
- SUPER TAG
- TRANSFER
- DBL-BOTTOMS
- SEMI-BOTTOM
- END DUMP
- SIDE DUMP
- TRUCK & PUP
- WATER TRUCK
- FLAT BED
- MIXER
- SWEEPER
- OTHER

HOURLY  TONNAGE  PER LOAD

RATE @ *\$ 20*

TAG NO.	WEIGHT	COMMODITY	LOADING		UNLOADING		STANDBY TIME	BREAKDOWN OR REASON FOR DELAY
			ARRIVE	DEPART	ARRIVE	DEPART		
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								

**MUST BE TURNED IN WITHIN 3 DAYS TO ENSURE PAYMENT**  
**APPROVED**  
 TERRY PEELER  
**THANK YOU** 1108-21027

REPORTING TIME	ENDING TIME	TOTAL TIME	DEDUCTIBLE TIME	NET TIME	TOTAL TONS	ACCESSORIAL OTHER
<i>9:00</i>						
START DRIVING TIME LAST TRIP	ARRIVAL TIME AT DUMP LAST TRIP	END LOADING LAST TRIP	RUNNING TIME LAST TRIP	<b>SUBJECT TO TERMS AND CONDITIONS ON REVERSE SIDE</b>		TOTAL CHARGES

*[Signature]*

DRIVER SIGNATURE

*[Signature]*

SHIPPER/RECEIVER (AGENT OR DEBITOR) SIGNATURE

JOB

ONE CALL CONSTRUCTION SERVICES  
9550 FIRESTONE BLVD STE 105  
DOWNEY, CA 90241

## Invoice RI20142151

Bill to: DOTY BROS EQUIPMENT CO 11232 E FIRESTONE BLVD NORWALK, CA 906502201	Job: 26170001 DOTY ONE CALL
---	--------------------------------

Invoice #: RI20142151	Date: 10/20/21	Customer P.O. #: 1108-21027 <i>LF17427SR</i>
Payment Terms: NET 30		Salesperson:
Customer Code: 2600001		

Remarks: TRENCH SHORING

Quantity	Description	Unit Price	Amount
1.000	SHORING	362.550	362.55
	<b>Subtotal:</b>		<b>362.55</b>
	<b>Total:</b>		<b>362.55</b>

TRENCH SHORING COMPANY  
 206 N. CENTRAL AVENUE  
 COMPTON, CA 90220

# RENTAL INVOICE

NO. RI20142151

CONTRACT NO. RC20063721

SEQUENCE NO. 1

10/12/2021

PAGE 1 OF 1

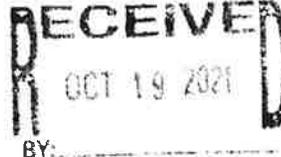


CORPORATE OFFICE  
 310-327-0174  
 ar@trenchshoring.com  
 www.trenchshoring.com

ONE CALL CONSTRUCTION SERVICES  
 9550 FIRESTONE BLVD  
 SUITE 105  
 DOWNEY, CA 90241

CUSTOMER NO. 16263  
 ON RENT DATE 10/06/21  
 PO NO. 49742TSR  
 JOB NO. 110821027  
 JOBSITE 110821027

terry peeler  
 W Madison Ave & Bradford Ave  
 PLACENTIA, CA 92870  
 terry peeler



ORDERED BY

T&M

QTY	NO.	EQUIPMENT	FROM DATE	THRU DATE	AMOUNT
4	1103000610	TRENCH TOP 6'X10' TREATED <i>(MINIMUM RENTAL 5 DAY, DAY 4.44, WEEK 31.06, 4-WEEK 124.25)</i>	10/06/21	10/10/21	88.75
12	S101900001	RAILROAD SPIKE 6-1/2" (1 EACH)			28.80
1.25	900000003	DELIVERY - BOOM/HLPR <i>(RATE 100.00)</i>			125.00
1	902000004	PICKUP - BOOM/TRLR/HLPR <i>(RATE 120.00)</i>			120.00

EQUIPMENT REMAINING ON RENT AS OF - 10/12/2021

QTY NO. EQUIPMENT

NO ITEMS REMAINING ON RENT

RENTAL	88.75
SALES	273.80
TAX	0.00
TOTAL	362.55

PAYMENT DUE DATE IS 30 DAYS FROM INVOICE DATE VIA CHECK OR EFT  
 1 1/4 % PER MONTH LATE FEE WILL BE CHARGED ON BALANCES NOT RECEIVED BY DUE DATE  
 CREDIT CARDS ACCEPTED-A PROCESSING FEE WILL APPLY CALL FOR DETAILS

COMPTON · 310-327-8884 CORONA · 951-734-4290 LAKE FOREST · 949-464-0868 MOORPARK · 806-628-4614 FULLERTON · 714-879-1005  
 SAN DIEGO · 858-530-2800 BANNING · 951-849-1611 LAS VEGAS · 702-451-0920 BAKERSFIELD · 661-396-9160 FRESNO · 559-881-4123

11/15/21

000000 04 01 000775 002979 6

ONE CALL CONSTRUCTION SERVICES  
9550 FIRESTONE BLVD STE 105  
DOWNEY, CA 90241

## Invoice RI20142147

Bill to: DOTY BROS EQUIPMENT CO 11232 E FIRESTONE BLVD NORWALK, CA 906502201	Job: 26170001 DOTY ONE CALL
---	--------------------------------

Invoice #: RI20142147	Date: 10/20/21	Customer P.O. #: 1108-21027 <i>40742TSR</i>
Payment Terms: NET 30		Salesperson:
Customer Code: 2600001		

Remarks: TRENCH SHORING

Qty	Description	Unit Price	Amount
1.000	SHORING	256.500	256.50
	<b>Subtotal:</b>		<b>256.50</b>
	<b>Total:</b>		<b>256.50</b>

**TRENCH SHORING COMPANY**  
 206 N. CENTRAL AVENUE  
 COMPTON, CA 90220

# RENTAL INVOICE

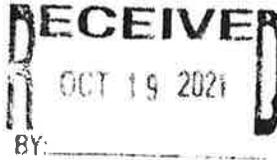
NO. RI20142147  
 CONTRACT NO. RC20063573  
 SEQUENCE NO. 1  
 10/12/2021  
 PAGE 1 OF 1



CORPORATE OFFICE  
 310-327-0174  
 ar@trenchshoring.com  
 www.trenchshoring.com

ONE CALL CONSTRUCTION SERVICES  
 9550 FIRESTONE BLVD  
 SUITE 105  
 DOWNEY, CA 90241

CUSTOMER NO. 16263  
 ON RENT DATE 10/05/21  
 PO NO. 49742TSR  
 JOB NO. 110821027  
 JOBSITE 110821027  
 terry peeler  
 W Madison Ave & Bradford Ave  
 PLACENTIA, CA 92870  
 terry peeler



ORDERED BY

T&M

QTY	NO.	EQUIPMENT	FROM DATE	THRU DATE	AMOUNT
4	1103000610	TRENCH TOP 6'X10' TREATED <i>(MINIMUM RENTAL 5 DAY, DAY 4.44, WEEK 31.06, 4-WEEK 124.25)</i>	10/05/21	10/10/21	106.50
1.5	900000003	DELIVERY - BOOM/HLPR <i>(RATE 100.00)</i>			150.00
1	902000009	PICKUP - NO CHARGE RCOL20104156 N/C W RCOL20104155 SIGNED BY JOE BERNAL <i>(RATE 0.00)</i>			0.00

EQUIPMENT REMAINING ON RENT AS OF - 10/12/2021

QTY NO. EQUIPMENT

NO ITEMS REMAINING ON RENT

Handwritten initials/signature

RENTAL	106.50
SALES	150.00
TAX	0.00
<b>TOTAL</b>	<b>256.50</b>

PAYMENT DUE DATE IS 30 DAYS FROM INVOICE DATE VIA CHECK OR EFT  
 1 1/4 % PER MONTH LATE FEE WILL BE CHARGED ON BALANCES NOT RECEIVED BY DUE DATE  
 CREDIT CARDS ACCEPTED-A PROCESSING FEE WILL APPLY CALL FOR DETAILS



**TRENCH SHORING COMPANY**  
 206 N. CENTRAL AVENUE  
 COMPTON, CA 90220  
**COLLECTION ORDER**  
 NO. RCOL20104155  
 10/10/2021

310-327-5554  
 www.trenchshoring.com  
 Fullerton RS  
 Page 1 of 1

CUSTOMER NO. 16263  
 CUSTOMER NAME ONE CALL CONSTRUCTION SERVICES  
 ORDER BY terry peeler  
 ONSITE CONTACT terry peeler  
 ONSITE PHONE NO. 562-572-2633  
 SHIPMENT METHOD DELIVERY

CONTRACT NO. RC20063721  
 CALLOFF DATE 10/10/21  
 PO NO. 49742TSR  
 JOB NO. 110821027  
 LOCATION 110821027  
 W Madison Ave & Bradford Ave  
 PLACENTIA, CA 92870

QTY	EQUIPMENT	WEIGHT	QTY RETURNED	OFFICE USE ONLY
4	TRENCH TOP 6'X10' TREATED CONT TERRY 562-572-2633 COMPLETE PICKUP 10/11 BY 11AM	2460	<u>4</u>	

DAMAGES			
<u>[Signature]</u> Trench Shoring Representative		<u>[Signature]</u> Signature / Date	
_____ Customer		_____ Signature / Date	



TRENCH SHORING COMPANY  
 206 N. CENTRAL AVENUE  
 COMPTON, CA 90220

310-327-5554  
 www.trenchshoring.com  
 Fullerton DS

**SHIPMENT ORDER**

NO. RDEL20080242

10/5/2021

CUSTOMER NO. 16263  
 CUSTOMER NAME ONE CALL CONSTRUCTION SERVICES  
 ORDER BY terry peeler  
 ONSITE CONTACT terry peeler  
 ONSITE PHONE NO. 562-572-2633  
 SHIPMENT METHOD DELIVERY

CONTRACT NO. RC20063573  
 PO NO. 49742TSR  
 JOB NO. 110821027  
 LOCATION 110821027  
 W Madison Ave & Bradford Ave  
 PLACENTIA, CA 92870

QTY	EQUIPMENT	WEIGHT	QTY DELIVERED	OFFICE USE ONLY
4	TRENCH TOP 6'X10' TREATED 1103000610 (MINIMUM RENTAL 5 DAY, DAY 4.44, WEEK 31.08, 4-WEEK 124.25)	2,460.00	4	

DELIEVERY FOR TODAY BEFORE 2PM  
 CAONT TERRY 562-572-2633



ARRIVE SITE 9:02	LEAVE SITE 2-19	DRIVER INITIAL C.A.	CUSTOMER INITIAL JMB
---------------------	--------------------	------------------------	-------------------------



# INVOICE

Engineering Contractors  
 P.O. Box 620 Orange, California 92856  
 (714) 637-1550 Fax (714) 637-6321

Invoice #: 201828  
 Invoice Date: 10/05/2021

**Delivered To:**

**Sold To:** Doty Bros.  
 9550 Firestone Blvd., Suite 105  
 Attn: Doty Bros AP  
 Downey, CA 90241

Customer No: 420  
 Customer PO No: 49743  
 RJN No:

Sales Date	Ticket	Description	Units	UM	Unit Price	Mat Total	Env Fee	Haul Total	Tax %	Tax	Total
10/05/2021	1005202118	Clean Dirt	1.00	LD	400.00 E	400.00	0.00	0.00	0.0000	0.00	400.00
			1.00			400.00	0.00	0.00			400.00
10/05/2021	1005202117	Mixed Load (Asphalt & Concrete)	1.00	LD	400.00 E	400.00	0.00	0.00	0.0000	0.00	400.00
			1.00			400.00	0.00	0.00			400.00

OCT 25 2021

Units	Mat Total (Taxable)	Env Fee (Non-Taxable)	Haul Total (Non-Taxable)	Tax %	Tax	Total
2.00	800.00	0.00	0.00	0.0000	0.00	800.00

DUP Pay Terms: Due Upon Presentation  
 Payment Type: On Account

For your convenience, we are now accepting credit cards payments! (All credit card payments are subject to 3% convenience fee).  
 R.J. Noble will charge NSF fees of \$30.00 for every check returned. Fees are subject to change at any time.





R.J. Noble Company  
15505 E. Lincoln Avenue  
Orange, CA 92865  
(714) 637-1550

### DUMP TICKET

Good For One Load

\_\_\_\_\_ Asp \_\_\_\_\_  
ASPHALT      PETROMAT      CONCRETE      MIXED: AC/CON      BRICK      DIRT (RJN Only)

Ticket No. 162121

Date: 10-5-21

Company Name: Daly Bros

Job Number: 115-1007 P# 11401743

Job Address: W. 1st St. Anaheim

Job City: Placentia

Drivers Name: Robb

Truck License: 115-1007

Authorizing Agent: Plenty

Dump Charge: D&S \$400

All fill must be smaller than 24" in diameter and free of any traces of petroleum, hazardous or delterious materials. If applicable, materials for the crushing plant will be clean asphalt, petromat, or concrete. No steel, rebar, wire mesh, dirt, sand, green waste, wood, or tile.

Maximum Size: 2 foot by 2 foot

Customer Signature:

[Handwritten Signature]

INSPECTOR



R.J. Noble Company  
15505 E. Lincoln Avenue  
Orange, CA 92865  
(714) 637-1550

### DUMP TICKET

Good For One Load

ASPHALT

PETROMAT

CONCRETE

MIXED: AC/CON

BRICK

<sup>795</sup>  
DIRT (RJN Only)

Ticket No. 161872

Date: 10-2-11

Company Name:

Dart Bros

Job Number:

108-21007 PO# 44743

Job Address:

Mechanics & Electric

Job City:

Placentia

Drivers Name:

cedric

Truck License:

05G8-2P2

Authorizing Agent:

Flecker

Dump Charge:

DTO # 413 (50)

All fill must be smaller than 24" in diameter and free of any traces of petroleum, hazardous or deleterious materials. If applicable, materials for the crushing plant will be clean asphalt, petromat, or concrete. No steel, rebar, wire mesh, dirt, sand, green waste, wood, or tile.

Maximum Size: 2 foot by 2 foot

Customer Signature:

[Signature]

INSPECTOR

# STRIVE CONCRETE CUTTING, INC.

Concrete Cutting Services

License #900346 - DBE/MBE Certified

## Invoice

Date	Invoice #
10/8/2021	25092

<b>Bill To</b>
MERUELO ENTERPRISES, INC. ATTN: DOTY BROS A/P 8550 FIRESTONE BLVD, STE 105 DOWNEY, CA 90241

P.O. No.	Terms	Project
49717	Net 30	

Quantity	Description	Rate	Amount
4	FLAT SAW DIESEL 85HP 1" - 12"  JOB LOCATION: JOB NO. 1108-21027 MADISON AVE & BRADFORD PLACENTIA, CA	150.00	600.00
Thank you for your business.		<b>Total</b>	\$800.00

P.O. Box 1970 • Tustin, CA 92781 • Tel (714) 630-9881 • Fax (714) 630-9887





# Chandler's Recycling

P.O. Box 15450  
 Irvine, CA 92623  
**Phone: (310) 784-2900**  
**Fax: (310) 326-5810**

## INVOICE

**TO INSURE PROPER CREDIT,  
 PLEASE RETURN A COPY OF  
 INVOICE WITH YOUR REMITTANCE**

**MAILING ADDRESS:** P.O. Box 15450  
 IRVINE, CA 92623  
**FAX NUMBER:** (310) 326-5810  
**TERMS:** NET 30 DAYS

**B  
I  
L  
L  
T  
O**

DOTY BROTHERS EQUIPMENT  
 11232 FIRESTONE BLVD.  
 NORWALK, CA 90650-2201

**DELINQUENT ACCOUNTS  
 MAY BE REFUSED AT SCALE HOUSE!**

ANY DISPUTED AMOUNT MUST BE PRESENTED IN  
 WRITING WITHIN 15 DAYS OF INVOICE.

DATE 10/07/21	INVOICE NO. 130375244	YOUR P.O. OR JOB NO. 49788
------------------	--------------------------	-------------------------------

TICKET NO.	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1044437	1.00	1 AQMF AIR QUALITY MITIGATION FEE	10.00	10.00
1044437	1.00	1 ENVF ENVIROMENTAL FEE	10.00	10.00
1044437	1.00	STD STANDARD LANDFILL MATERIAL	510.00	510.00
Invoice for billing period 10/07/2021 thru 10/07/2021				

CUST # 415200	QUANTITY 1.00	GROSS 530.00	TAX	INVOICE TOTAL	530.00
------------------	------------------	-----------------	-----	------------------	--------

ANY DISPUTED AMOUNT MUST BE PRESENTED IN WRITING WITHIN 15 DAYS OF INVOICE.

# Chandler's Recycling

Remit to MAIN OFFICE: P.O. BOX 15450, Irvine, CA 92623  
 Phone: (310) 784-2900 FAX: (310) 326-5810

CONTROL NO. <b>1044437</b>
-------------------------------

## MATERIAL TRACKING CERTIFICATE/WEIGHMASTER TICKET

QUOTE NO.	CUST. NO. 415200	JOB NO. 1108-21027	AREA 2C	LOAD NO. 1	TIME 12:13PM	DATE 10/07/21	TICKET NO. 1044437
SOLD TO DOTY BROTHERS EQUIPMENT NORWALK CA 90650				POINT OF ORIGIN MADISON ST BRADFORD LA CE SUPER 10			
TRUCK NO. 2405	LICENSE 51877E3	DRIVER NAME	COUNTY CITY LA LCF	P.O. NO. 49788			
TYPE OF LOAD		TYPE OF FACILITY	LANDFILL INSPECTOR (IF NEEDED) LINDEN ROBERTSON	APPROVED	DISAPPROVED		
THIS TICKET	PRODUCT CODE	PRODUCT DESCRIPTION			UNITS	UNIT PRICE	EXTENSION
1.00	1 AQMF	AIR QUALITY MITIGATI			LD		
1.00	1 ENVF	ENVIROMENTAL FEE			LD		
1.00	STD	STANDARD LANDFILL MA			LD		
LOAD RECYCLED							
The undersigned certifies that to the best his/her knowledge this load does not contain contaminants at levels that are hazardous or represent a significant threat to groundwater. In the event a load is determined to be unacceptable, the undersigned agrees to promptly remove the load from the facility.			El suscrito certifica bajo su mejor reconocimiento que ést a carga no contiene contaminantes sobre un nivel peligroso o que representan una amenaza significante a las aguas subterranas. Si la carga se determina ser inaceptable, el suscrito acuerada de quitar rapidamente la carga del propiedad.			TAX %	
						SUB TOTAL	
						TOTAL	
Signature _____			Print Name <u>STEVE QUINCEIO</u>			LANDFILL OPERATOR LINDEN ROBERTSON	

Please Do Not mail to street address, use P.O. Box above.

ONE CALL CONSTRUCTION SERVICES  
 9550 FIRESTONE BLVD STE 105  
 DOWNEY, CA 90241

## Invoice 73093763

<b>Bill to:</b> DOTY BROS EQUIPMENT CO 11232 E FIRESTONE BLVD NORWALK, CA 906502201	<b>Job:</b> 26170001 DOTY ONE CALL
--	---------------------------------------

<b>Invoice #:</b> 73093763	<b>Date:</b> 10/14/21	<b>Customer P.O. #:</b> 1108-21027 <i>4980VM</i>
<b>Payment Terms:</b> NET 30	<b>Salesperson:</b>	
<b>Customer Code:</b> 2600001		

Remarks: VULCAN

Quantity	Description	Unit Price	Amount
13.130	203 3B2 PG64-10	69.000	905.97
<i>#1</i> 1.000	4.5 GAL BUCKET	45.000	45.00
2.000	ENV FEE	5.000	10.00
<b>Subtotal:</b>			<b>960.97</b>
<b>Sales Tax:</b>			<b>74.48</b>
<b>Total:</b>			<b>1,035.45</b>

*Call 10/15*



SHIP TO:  
 2021 HMA FOB COR-OG-SB-SA  
 BRADFORD & MADISON  
 2021 HMA FOB COR-OG-SB-SA  
 FOB for ONE CALL - HMA ONLY  
 CORONA, CA 92879

To ensure proper credit, please include remittance or list invoice numbers on your check remittance and send to:

Calmat Co dba Vulcan Materials Co  
 Lockbox 55572  
 Los Angeles, CA 90074-5572, US  
 Phone: 1-800-777-8752 or  
 help@vmcmail.com

CUSTOMER NO: 700891-1291729  
 INVOICE NO: 73093763  
 INVOICE DATE: 10/13/2021  
 INVOICE AMT: 960.97  
 ORDER: 724141  
 DUE DATE: 11/15/2021

SOLD TO:  
 ONE CALL CONSTRUCTION SERVICES INC.  
 9550 FIRESTONE BLVD STE 105  
 DOWNEY CA 90241-5560

# INVOICE

Invoices not paid according to our credit terms will be assessed a Finance Charge. Customer shall pay all cost of collection including but not limited to a reasonable attorney's fee for services rendered by suit or otherwise in collecting past due invoices.		TAXES:	PERCENT:	AMOUNT:	SALES TAX:	TOTAL PRODUCT:	Pay this AMOUNT:								
TOTAL QUANTITY: 14.13		TOTAL LOADS: 3.00			0.00	950.97									
						TOTAL FREIGHT: 0.00									
						TOTAL OTHER: 10.00	\$960.97								
SALES REP		PO NUMBER		REF	CONTRACT NO.	TAX EXEMPT ID.	TERMS								
11728 Andrew McCauley		110821027				SRAA102827825	NET15THPROX - Payable in full by the 15th of each month following month of shipment								
INVOICE #	INVOICE DATE	CUSTOMER NUMBER	LOCATION	LOCATION	ORDER	BILL OF LADING	FOB								
73093763	10/13/2021	700891-1291729	4948-221	SANTA ANA HMA	724141		PICKUP								
SHIP DATE	TICKET	VEHICLE	CLASS	PROD CODE	DESCRIPTION	UOM	QTY	PRICE	UOM	QTY	PRICE	UOM	QTY	PRICE	AMOUNT
10/11/2021	19090848	178T1	STANDARD STANDARD	200805 ENVFEE	203 3B3 PG84-10 Environmental Fee -Agg & Asphalt	T	8.14	89.00	✓			L	1.00	5.00	581.86 5.00
	19090865	178T1	STANDARD STANDARD	200805 ENVFEE	203 3B3 PG84-10 Environmental Fee -Agg & Asphalt	T	4.99	69.00	✓			L	1.00	5.00	344.31 5.00 918.97
	19090847	89	STANDARD	9E0200	SS1H4.5 GAL BUCKET	E	1.00	45.00	✓						45.00 45.99
<p><b>SAVE TIME AND SAVE A TREE WITH EMAIL INVOICE DELIVERY!</b>          Receive your invoice faster and help save the environment by enrolling in our email invoicing service. With email, invoices are sent in one easy to open file directly to your inbox. To sign up, contact us at help@vmcmail.com or call us at 1-800-777-8752.</p>															



SANTA ANA HMA  
1401 E WARNER AVENUE

SANTA ANA, CA 92705  
714-546-0622

**DANGER**



Do not handle until the safety information presented in the Safety Data Sheet (SDS) has been read and understood. Follow applicable local, state and federal health and safety standards. For further health and safety information regarding this product, please refer to the SDS. An electronic version of the SDS is available at <http://www.vulcanmaterials.com/construction-materials/safety-data-sheets> or by calling 1-866-401-5424

No usar hasta que la informacion de seguridad presentada en la Ficha de Datos de Seguridad (SDS) haya sido completamente leida y entendida. Siga las reglas locales, estatales y federales de salud y seguridad. Para mayor informacion sobre la salud y seguridad de este producto, por favor referirse al documento de SDS. Una version de SDS electronica esta disponible en <http://www.vulcanmaterials.com/construction-materials/safety-data-sheets> o llamando al 1-866-401-5424

**PELIGRO**

RECEIVED BY: X		WEIGHMASTER: DEAN WETHERINGTON	
DATE 10/11/2021	TIME 8:38AM	PLANT 4948-221 SANTA ANA HMA	Ticket No 19090848
<p><b>WEIGHMASTER CERTIFICATE</b> THIS IS TO CERTIFY that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 8 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.</p> <p>We make deliveries inside the curb line at the customer's risk only and accept no responsibility whatsoever for damage resulting from such deliveries</p>			

**LIMITED WARRANTY AND WARRANTY DISCLAIMER:** Seller warrants for a period of one (1) year from date of delivery only that the material sold hereunder substantially complies with Seller's specification for said material or the specifications set forth in the Seller's quotation. **SELLER HEREBY EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PURPOSE, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OF THE MATERIAL SOLD HEREUNDER, OTHER THAN THE EXPRESS WARRANTY STATED ABOVE.** In addition, except to the extent otherwise set forth in the specification described above, Seller makes no warranty whatsoever with respect to specific gravity, absorption, whether the material is innocuous, non-deleterious, or non-reactive, or whether the material is in conformance with any plans, other specifications, regulations, ordinances, statutes, or other standards applicable to customer's job or to said material as used by customer. SELLER SHALL IN NO EVENT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE CAUSED BY NON-COMPLIANCE OF THE MATERIAL WITH SPECIFICATION, OR FOR ANY DEFECTS IN THE MATERIALS SOLD HEREUNDER

ALL SALES AND DELIVERIES MADE SUBJECT TO SELLER'S GENERAL TERMS AND CONDITIONS

AS EVIDENCED BY SIGNATURE, OR DEPARTURE FROM SELLER'S FACILITY, CARRIER ACKNOWLEDGES THAT CARRIER IS SOLELY RESPONSIBLE FOR THE ACCURACY OF THIS VEHICLE'S TARE WEIGHT, AXLE WEIGHTS AND GROSS WEIGHT. CARRIER SHALL BE RESPONSIBLE FOR NOTIFYING SELLER WHEN ANY TRUCK OR TRAILER HAS BEEN OVERLOADED SO AS TO RENDER IT OUT OF COMPLIANCE WITH ANY APPLICABLE WEIGHT LIMITS TO THE MAXIMUM EXTENT ALLOWED BY LAW. CARRIER SHALL INDEMNIFY SELLER FOR ANY LOSS CAUSED BY OVERLOADING

TRUCK TARE AND GROSS WEIGHTS ARE DETERMINED WITH THE DRIVER IN THE VEHICLE

CUSTOMER: 1291729		CK#:	CUSTOMER PURCHASE ORDER: 110821027	GOVT CONTRACT:
ONE CALL CONSTRUCTION		DISPATCH ORD. #: 103528		
ORDER: 724141	2021 HMA FOB COR-OG-SB-SA FOB for ONE CALL - HMA ONLY		ZONE/MILES:	
DESTINATION: BRADFORD	2021 HMA FOB COR-OG-SB-SA BRADFORD & MADISON PLACENTIA		PICKED UP OR DELIVERED: PICKED UP	
PRODUCT: 200805 203 3B3 PG64-10	COMMENTS:			
TRUCK NO.: 178T1	LICENSE: 49178T1		CARRIER: W089 CUSTOMER PICKED UP	VEHICLE TYPE: CUST-UNCL
	TRAILER 1 ID:	TRAILER 2 ID:	TARE DATE: 10/11/2021	TARE EXPIRES: 10/19/2021
GROSS LBS 32,940	TARE LBS (Scale 1) 16,660	NET LBS 16,280	NET TON 8.14	NET Mg 8.14
GROSS kg	TARE kg	NET kg	NET Mg	Mg TODAY
CASH SALE ONLY	MATERIAL	HAUL	Other	Tax
PER TON			COD TOTAL	JOB TIME
TOTAL				DELAY TIME
			LOADS TODAY: 1	FREIGHT TYPE A: 0
			ARRIVE JOB	START UNLOAD
				FINISH UNLOAD
				GROSS LGL WT: 33,000

J.B.



SANTA ANA HMA  
1401 E WARNER AVENUE

SANTA ANA, CA 92705  
714-546-0622

**DANGER**



Do not handle until the safety information presented in the Safety Data Sheet (SDS) has been read and understood. Follow applicable local, state and federal health and safety standards. For further health and safety information regarding this product, please refer to the SDS. An electronic version of the SDS is available at <http://www.vulcanmaterials.com/construction-materials/safety-data-sheets> or by calling 1-866-401-5424

No usar hasta que la información de seguridad presentada en la ficha de Datos de Seguridad (SDS) haya sido completamente leída y entendida. Siga las reglas locales, estatales y federales de salud y seguridad. Para mayor información sobre la salud y seguridad de este producto, por favor referirse al documento de SDS. Una versión de SDS electrónica está disponible en <http://www.vulcanmaterials.com/construction-materials/safety-data-sheets> o llamando al 1-866-401-5424

**PELIGRO**

RECEIVED BY: X		WEIGHMASTER: DEAN WETHERINGTON	
DATE 10/11/2021	TIME 10:27AM	PLANT 4948-221 SANTA ANA HMA	Ticket No 19090865
<p><b>WEIGHMASTER CERTIFICATE</b> THIS IS TO CERTIFY that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.</p> <p>We make deliveries inside the curb line at the customer's risk only and accept no responsibility whatsoever for damage resulting from such deliveries</p>			

**LIMITED WARRANTY AND WARRANTY DISCLAIMER:** Seller warrants for a period of one (1) year from date of delivery only that the material sold hereunder substantially complies with Seller's specification for said material or the specifications set forth in the Seller's quotation. SELLER HEREBY EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PURPOSE, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OF THE MATERIAL SOLD HEREUNDER, OTHER THAN THE EXPRESS WARRANTY STATED ABOVE. In addition, except to the extent otherwise set forth in the specification described above, Seller makes no warranty whatsoever with respect to specific gravity, absorption, whether the material is innocuous, non-deleterious, or non-reactive, or whether the material is in conformance with any plans, other specifications, regulations, ordinances, statutes, or other standards applicable to customer's job or to said material as used by customer. SELLER SHALL IN NO EVENT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGE CAUSED BY NON-COMPLIANCE OF THE MATERIAL WITH SPECIFICATION, OR FOR ANY DEFECTS IN THE MATERIALS SOLD HEREUNDER.

ALL SALES AND DELIVERIES MADE SUBJECT TO SELLER'S GENERAL TERMS AND CONDITIONS

AS EVIDENCED BY SIGNATURE, OR DEPARTURE FROM SELLER'S FACILITY, CARRIER ACKNOWLEDGES THAT CARRIER IS SOLELY RESPONSIBLE FOR THE ACCURACY OF THIS VEHICLE'S TARE WEIGHT, AXLE WEIGHTS AND GROSS WEIGHT. CARRIER SHALL BE RESPONSIBLE FOR NOTIFYING SELLER WHEN ANY TRUCK OR TRAILER HAS BEEN OVERLOADED SO AS TO RENDER IT OUT OF COMPLIANCE WITH ANY APPLICABLE WEIGHT LIMITS TO THE MAXIMUM EXTENT ALLOWED BY LAW. CARRIER SHALL INDEMNIFY SELLER FOR ANY LOSS CAUSED BY OVERLOADING.

TRUCK TARE AND GROSS WEIGHTS ARE DETERMINED WITH THE DRIVER IN THE VEHICLE

CUSTOMER: 1291729		CK#:	CUSTOMER PURCHASE ORDER:	GOVT CONTRACT:
ONE CALL CONSTRUCTION		DISPATCH ORD. #: 103542	110821027	
ORDER:	2021 HMA FOB COR-OG-SB-SA	ZONE/MILES:		
724141	FOB for ONE CALL - HMA ONLY			
DESTINATION:	2021 HMA FOB COR-OG-SB-SA	PICKED UP OR DELIVERED:		
BRADFORD	BRADFORD & MADISON	PICKED UP		
	PLACENTIA			
PRODUCT:	200805	COMMENTS:		
203 3B3 PG64-10				
TRUCK NO.:	LICENSE: 49178T1	CARRIER: W089	VEHICLE TYPE:	
178T1	TRAILER 1 ID:	CUSTOMER PICKED UP	CUST-UNCL	
	TRAILER 2 ID:	TARE DATE: 10/11/2021	TARE EXPIRES: 10/19/2021	
GROSS LBS	TARE LBS (Scale 1)	NET LBS	NET TON	TARE PER TON
26,640	16,660	9,980	4.99	13.13
GROSS kg	TARE kg	NET kg	NET Mg	Mg TODAY
CASH SALE ONLY	MATERIAL	HAUL	COD TOTAL	
PER TON			JOB TIME	
TOTAL			DELAY TIME	
			Other	
			Tax	

J.B.



SANTA ANA HMA  
1401 E WARNER AVENUE

SANTA ANA, CA 92705  
714-546-0622

**DANGER**



Do not handle until the safety information presented in the Safety Data Sheet (SDS) has been read and understood. Follow applicable local, state and federal health and safety standards. For further health and safety information regarding this product, please refer to the SDS. An electronic version of the SDS is available at <http://www.vulcanmaterials.com/construction-materials/safety-data-sheets> or by calling 1-866-401-5424

**PELIGRO**

No usar hasta que la información de seguridad presentada en la ficha de datos de Seguridad (SDS) haya sido completamente leída y entendida. Siga las reglas locales, estatales y federales de salud y seguridad. Para mayor información sobre la salud y seguridad de este producto, por favor referirse al documento de SDS. Una versión de SDS electrónica está disponible en <http://www.vulcanmaterials.com/construction-materials/safety-data-sheets> o llamando al 1-866-401-5424

RECEIVED BY: X		WEIGHMASTER: MICHAEL BANDY	
DATE 10/11/2021	TIME 8:35AM	PLANT 4948-221 SANTA ANA HMA	Ticket No 19090847
<b>WEIGHMASTER CERTIFICATE</b> THIS IS TO CERTIFY that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.			
We make deliveries inside the curb line at the customer's risk only and accept no responsibility whatsoever for damage resulting from such deliveries.			

**LIMITED WARRANTY AND WARRANTY DISCLAIMER:** Seller warrants for a period of one (1) year from date of delivery only that the material sold hereunder substantially conforms with the specification for said material of the specifications set forth in the seller's quotation. SELLER HEREBY EXCLUDES ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PURPOSE, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED OF THE MATERIAL SOLD HEREUNDER, OTHER THAN THE EXPRESS WARRANTY STATED ABOVE. In addition, except to the extent otherwise set forth in the specification described above, Seller makes no warranty whatsoever with respect to specific gravity, absorption, whether the material is innocuous, non-deleterious, or non-reactive, or whether the material is in conformance with any plans, other specifications, regional, city ordinances, statutes or other standards applicable to customer's job or to said material as used by customer. SELLER SHALL IN NO EVENT BE RESPONSIBLE FOR ANY INCIDENTAL, CONSEQUENTIAL, DAMAGE, GAINED BY NON-COMPLIANCE OF THE MATERIAL WITH SPECIFICATION, OR FOR ANY DEFECTS IN THE MATERIALS SOLD HEREUNDER.

ALL SALES AND DELIVERIES MADE SUBJECT TO SELLER'S GENERAL TERMS AND CONDITIONS

AS EVIDENCED BY SIGNATURE OR DEPARTURE FROM SELLER'S FACILITY CARRIER ACKNOWLEDGES THAT CARRIER IS SOLELY RESPONSIBLE FOR THE ACCURACY OF THIS WEIGHMASTER'S GROSS WEIGHT AND WEIGHMASTER'S GROSS WEIGHT. CARRIER SHALL BE RESPONSIBLE FOR NOTIFYING SELLER WHEN ANY TRUCK OR TRAILER HAS BEEN OVERLOADED OR AS EVIDENCED BY A SIGNATURE OF CARRIER AND/OR ANY APPLICABLE WEIGHT LIMITS TO THE MAXIMUM EXTENT ALLOWED BY LAW. CARRIER SHALL INDEMNIFY SELLER FOR ANY LOSS CAUSED BY OVERLOADING.

TRUCK TARE AND GROSS WEIGHTS ARE DETERMINED WITH THE DRIVER IN THE VEHICLE

CUSTOMER: 1291729	CK#:	CUSTOMER PURCHASE ORDER:	GOVT CONTRACT:
ONE CALL CONSTRUCTION	DISPATCH ORD. #: 0	110821027	
ORDER: 724141	2021 HMA FOB COR-OG-SB-SA FOB for ONE CALL - HMA ONLY	ZONE/MILES:	
DESTINATION: BRADFORD	2021 HMA FOB COR-OG-SB-SA BRADFORD & MADISON PLACENTIA	PICKED UP OR DELIVERED: PICKED UP	
PRODUCT: 9E0200	COMMENTS: J.B.		
SS1H/4 5 GAL BUCKET			
TRUCK NO.: 89	LICENSE: FOB	CARRIER: W089	VEHICLE TYPE: CUST-UNCL
	TRAILER 1 ID:	CUSTOMER PICKED UP	
	TRAILER 2 ID:	TARE DATE: 09/30/2021	TARE EXPIRES: 10/08/2021
GROSS LBS (Scale 0)	TARE LBS (Scale 0)	NET LBS	LOADS TODAY
3,860	65,140	-61,280	1
GROSS kg	TARE kg	NET kg	NET Mg
			Mg TODAY
		GROSS LGL WT 65 140	
		ARRIVE JOB	
		START UNLOAD	
		FINISH UNLOAD	
CASH SALE ONLY	MATERIAL	HAUL	
PER TON			
TOTAL			
		COD TOTAL	JOB TIME
			DELAY TIME



# WARNING

IRRITATING TO THE SKIN AND EYES

Contains Potassium Permanganate, Wear Eye Protection and Gloves  
 FLOORING MATERIALS MAY CAUSE BURNS  
 Avoid contact with eyes and mucous membranes. Wash skin  
 immediately if contact with skin or eyes. Flush with water.  
 Water. If inhaled, get fresh air immediately.

NOTICE: Some fine and coarse aggregate containing chemicals  
 known to the State of California to cause cancer, birth defects  
 or other reproductive harm.

KEEP OUT OF REACH OF CHILDREN



CONTROL NUMBER

0502089

CK MFB

NOTE: The company shall have no liability for any loss or damage to property or goods in transit. The driver is responsible for any loss or damage to property or goods in transit. The driver is responsible for any loss or damage to property or goods in transit.

DRIVER: I have verified the specific amount of this load to be \_\_\_\_\_ (Please initial)

DRIVER NOTES

CUSTOMER TO BE OFFERED SIGNING WILL WAIVE ALL RIGHTS, SIGNATURE, FEES, COSTS, AND EXPENSES FOR COLLECTION OF ANY AMOUNTS DUE HEREUNDER, INCLUDING ACTUAL ATTORNEY'S FEES INCURRED.

10% OF LOAD  
 25% OF LOAD  
 50% OF LOAD  
 25% OF LOAD  
 WAS WATER ADDED  
 WAS WATER ADDED  
 WAS WATER ADDED

LOS ANGELES, CA 90023



OLD JOB # \_\_\_\_\_ PO # \_\_\_\_\_ CUSTOMER # \_\_\_\_\_  
 DELIVERY ADDRESS: \_\_\_\_\_  
 CROSS STREETS: \_\_\_\_\_

PHONE # \_\_\_\_\_  
 MAP PAGE # \_\_\_\_\_ ZONE \_\_\_\_\_  
 PROJECT # \_\_\_\_\_ ORDER # \_\_\_\_\_

LOAD SIZE: 10.00 LOADY: 1.00 TRUCK # 59 DRIVER: MARTINEZ, JULIO

LOAD QUANTITY: \_\_\_\_\_ PRODUCT CODE: \_\_\_\_\_

APPROVED  
 JERRY PEELER  
 05/22/09

EXCESSIVE TIME ON JOB WILL RESULT IN ADDITIONAL PER MINUTE CHARGES.

SUB TOTAL \_\_\_\_\_

WATER ADDED: 1907.0 gal % MOISTURE: 0.00% T.A. 201.0 gal S.A.M.P. 210.0 gal 4

MINUTES OF UNLOADING TIME PER YARDS OF CONCRETE FREE OF CHARGE \$2.00/MIN

Water Tgt: 29701 Act: 29640 TYPE II/V Tgt: 1000 Act: 1000

# SAFETY FIRST!

# WARNING

IRRITATING TO THE SKIN AND EYES

Some types of cement, weathering, frost, and alkalis  
 can cause skin irritation. Prolonged contact with  
 alkalis may cause blindness. Avoid contact with eyes and  
 prolonged contact with skin. Wash thoroughly with  
 water after use. For more information, see the  
 Material Safety Data Sheet.

NO CEILING MOUNTING OR COATING OF WALLS OR CEILING  
 WITH THIS PRODUCT. IT IS NOT TO BE USED AS A  
 FINISH OR COATING FOR INTERIORS. IT IS NOT TO BE  
 USED IN CONTACT WITH FOOD OR DRINKING WATER.

KEEP OUT OF REACH OF CHILDREN



The Company, in having no liability for and hereby excludes warranties of merchantability and  
 fitness for any purpose and all other warranties expressed or implied with respect to reactive  
 aggregate and aggregate on other checkings of long or surface cracking of concrete.

CONTROL NUMBER

TRUCK NUMBER

ARRIVE JOB SITE AT 11:00 AM. ARRIVE JOB SITE AT 11:00 AM. ARRIVE JOB SITE AT 11:00 AM. ARRIVE JOB SITE AT 11:00 AM.

DRIVER NOTES

CUSTOMER BE RESPONSIBLE FOR SIGNING WITH A FEW YOUR SIGNATURE FOR DELIVERY. CUSTOMER  
 ACCEPTANCE OF ALL TERMS, CONDITIONS, AND WAIVERS PRINTED ON FRONT AND BACK OF THIS ORDER.  
 INVOICES SHOULD BE PAID IN FULL ON DATE OF DELIVERY. PAYMENT OF THE MONTH FOLLOWING THE DATE OF DELIVERY. CUSTOMER  
 FEES TO PAY A SERVICE CHARGE 1.12% PER MONTH ON ALL INVOICES WHICH ARE PAST DUE. IN ADDITION, CUSTOMER AGREES TO PAY  
 COSTS AND EXPENSES FOR COLLECTION OF ANY AMOUNTS DUE HEREUNDER, INCLUDING ACTUAL ATTORNEY'S FEES INCURRED.

INSULATED READY MIXED LUNCHEON  
 LOS ANGELES, CA 90023



TO: CUSTOMER  
 EVERY ADDRESS  
 BOARDMAN & E. HARRISON AVE  
 MIAMI, FL 33132-2756

WEIGHTMASTER  
 LOAD SIZE: 75.00  
 LOAD # 3  
 PLANT: 55  
 TRUCK: 1936

EXCESSIVE TIME ON JOB WILL RESULT IN ADDITIONAL CHARGES. MIN. LOAD 100 G.  
 FULL load returned  
 Partial load returned  
 SUBTOTAL  
 OVER TIME  
 TOTAL DUE

ADDED TO PLANT TO MOISTURE  
 100.1 g  
 100.1 g  
 100.1 g

The terms and conditions on the reverse side of the delivery order and any attachments thereto are a part of the agreement between  
 Company and Customer. Acceptance of this order constitutes agreement to all terms and conditions shown on the face and back.  
 READ FRONT AND REVERSE SIDES CAREFULLY.  
 The above signed is over the age of eighteen (18) years and has authority to execute this Agreement on behalf of Customer.

4 MINUTES OF UNLOADING TIME PER YARDS OF CONCRETE FREE OF CHARGE  
 ADDITIONAL UNLOADING TIME CHARGED AT CURRENT HOUR TRUCK RATE  
 12.00/HR  
 14851 Act: 14768 TYPCL/D Tgt: 340-015  
 154.3 Act: 150.5

# SAFETY FIRST!

Project No. TBD

**EXHIBIT B**  
**SCHEDULE OF PERFORMANCE**

All work shall be completed within 30 working days of the issuance of the Notice to Proceed.

## 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 ("P" 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. 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.

F. Documentation

- The Certificate of Insurance shall include the following reference:  
**SANITARY SEWER PIPE REPAIR AT CENTER AND MURRAY STREETS**
- 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.

Project No. TBD

**EXHIBIT D**

**CERTIFICATES OF INSURANCE AND ENDORSEMENTS**



**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
As required by written contract.	As required by written contract.

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.

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.

**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.

**C.** With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; 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 Declaration

Policy Number: 1000025467211  
 Named Insured: Doty Bros Equipment Co.  
 dba: Doty Bros. Construction Co.

**COMMERCIAL GENERAL LIABILITY**  
**CG 20 37 04 13**

**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  
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As required by written contract.	As required by written contract.
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 these 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".

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.

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

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; 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.



# Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

## Primary and Non-Contributory Condition

**Policy Number:** 1000025467211

**Effective Date:** 10/31/2021

**Named Insured:** dba: Doty Bros. Construction Co.  
Doty Bros Equipment Co.

This endorsement modifies insurance provided under the:

### Commercial General Liability Coverage Part

**A. SECTION IV – CONDITIONS, condition 4. Other Insurance** is amended as follows:

1. The following is added to paragraph 4.a. of the **Other Insurance** condition:

This insurance is primary insurance as respects our coverage to the additional insured, where the written contract or written agreement requires that this insurance be primary and non-contributory. In that event, we will not seek contribution from any other insurance policy available to the additional insured on which the additional insured is a Named Insured.

All other terms and conditions of this Policy remain unchanged.

**Signed for STARR INDEMNITY & LIABILITY COMPANY**

Charles H. Dangelo, President

Nehemiah E. Ginsburg, General Counsel

**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:** Doty Bros Equipment Co.  
dba: Doty Bros. Construction Co.  
**Endorsement Effective Date:** 10/31/2021

### **SCHEDULE**

**Name Of Person(s) Or Organization(s):**

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.

**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 2.0% of the California workers' compensation premium otherwise due on such remuneration.

**Schedule**

**Person or Organization**

**Job Description**

As required by written contract.

Where required by contract

Any person or organization to whom you become obligated to waive your rights of recovery against, under any contract or agreement you enter into prior to the occurrence of loss.

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: 10/31/2021

Policy No.: 1000001270

Endorsement No.:

Insured: Doty Bros Equipment Co.  
dba: Doty Bros. Construction Co.

Premium:

Insurance Company: Starr Indemnity & Liability Company

Countersigned by: \_\_\_\_\_

**Endorsement No:** 6  
**This endorsement, effective:** October 31, 2020  
(at 12:01 A.M. standard time at the address of the Named Insured as shown in Item 1. of the Declarations)  
**forms a part of Policy No:** 0311-0183  
**Issued to:** Doty Bros. Equipment Co., dba Doty Bros. Construction Co.  
**by:** Allied World National Assurance Company

ADDITIONAL INSURED, OTHER INSURANCE AND SUBROGATION CONDITION  
AMENDMENT

It is hereby agreed that the following changes are made to the policy:

1. SECTION VI – DEFINITIONS, paragraph 15.d., is deleted in its entirety and replaced with the following:
  - d. Solely with regard to insurance afforded for a **claim** under clause (1) of SECTION I – INSURING AGREEMENTS, 2. Contractors Pollution Liability, a. Contractors Operations Pollution Liability, each person or organization shown in the Schedule below is an additional **insured**, but only for such person's or organization's liability for covered **damages** caused by **your work**.

Schedule

Any person or organization that the **named insured** is required to add, and agrees to add, as an additional insured to this policy pursuant to a written contract, provided that the written contract is signed by the **named insured** prior to the **occurrence** that caused the **bodily injury, property damage or environmental damage**.

2. Solely with regard to insurance afforded to an additional **insured** pursuant to paragraph 1. of this endorsement, SECTION V – CONDITIONS, 11. Other Insurance, is amended by the addition of the following:

Notwithstanding anything to the contrary in paragraph c. of SECTION V – CONDITIONS, 11. Other Insurance, if the written contract referred to in the Schedule shown in paragraph 1. of this endorsement requires that insurance afforded to the additional **insured** under this policy apply on a primary basis, then this insurance will apply on a primary basis for that additional **insured**. If the written contract referred to in the Schedule shown in paragraph 1. of this endorsement requires that insurance afforded to the additional **insured** under this policy apply on a non-contributory basis, then with respect to that additional **insured** we will not seek contribution from any insurance company that issued an insurance policy to that additional **insured**.
3. SECTION V – CONDITIONS 2. Subrogation, is deleted in its entirety and replaced with the following:

2. **Subrogation**

In the event of any payment under this policy, we will be subrogated to all the **insured's** rights of recovery thereof and the **insured** will execute and deliver all instruments and papers and do whatever else is necessary to secure such rights. The **insured** will do nothing to waive or prejudice such rights. Any amounts recovered in excess of our total payment will be paid to the **insured**, less the cost to us of recovery. However, we agree to waive our rights of subrogation under this policy against a person or organization if the **named insured** has agreed, in a written contract, to waive such rights against the person or organization, but only:

- a. To the extent required by such written contract; and
- b. If the written contract was signed by the **named insured** prior to the event, work or professional services that would give rise to coverage under this policy.

All other terms and conditions of this policy remain unchanged.



By:

**Joseph Cellura**

Title:

**President, North American Casualty Division**

Date:

**November 17, 2020**

**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.



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF COMMUNITY SERVICES

DATE: NOVEMBER 16, 2021

SUBJECT: **RESOLUTION AUTHORIZING TEMPORARY SUSPENSION OF REGULATORY ORDINANCE SECTION 10.28.010 TO FACILITATE THE PLACENTIA FOUNDERS SOCIETY'S TWO (2) SPECIAL EVENTS SCHEDULED FOR THURSDAY, DECEMBER 2, 2021; AND SUNDAY, DECEMBER 4, 2021**

FISCAL  
IMPACT: NONE

### **SUMMARY:**

The Placentia Founders Society ("Founders") is a local 501(C)3 nonprofit organization that supports the preservation and promotion of the historic Bradford House. Periodically, the Founders host "members only" events at the Bradford House to raise funds towards maintaining the facility and to thank the members for their contributions throughout the year. This action approves a resolution which temporarily suspends §10.28.010 of the Placentia Municipal Code (PMC) to facilitate the Founders' two (2) special events.

### **RECOMMENDATION:**

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

Adopt Resolution No. 2021-65, a Resolution of the City Council of the City of Placentia, California, authorizing the temporary suspension of regulatory Ordinance Section 10.28.010 of the Placentia Municipal Code to facilitate the Placentia Founders Society's two (2) special events scheduled for December 2 and December 4, 2021.

### **DISCUSSION:**

The Founders host events periodically at the historic Bradford House located at 136 East Palm Drive in Placentia. The Founders typically request a waiver of the "No Alcohol" policy from the City Council prior to each event. This request includes all events to be held in December. The Founders plan to serve wine and food at each event. This request is for the special events scheduled for December 2, 2021 from 5:00 to 7:00 p.m. and December 4, 2021 from 4:00 to 7:00 p.m. The December 2 event is the annual Chamber of Commerce Holiday Mixer and the December 4 event is the annual Holiday party for members of the Founders Society.

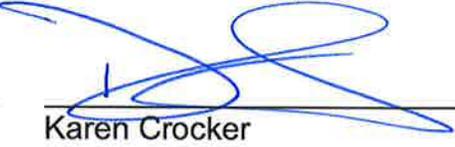
**1. i.**  
**Nov. 16, 2021**

In order to serve wine at the events, Section 10.28.010 of the PMC, which prohibits the consumption of alcohol on public property, will need to be temporarily suspended by the City Council during each of these events.

Prepared by:

  
\_\_\_\_\_  
Veronica Ortiz  
Community Services Supervisor

Reviewed and approved:

  
\_\_\_\_\_  
Karen Crocker  
Director of Community Services

Reviewed and approved by:

  
\_\_\_\_\_  
Damien R. Arrula  
City Administrator

Attachments:

1. Letter from the Placentia Founder's Society
2. Resolution R-2021-65 – Waiver for Founder's Society Special Events

September 16, 2021

Placentia City Council  
401 E. Chapman Avenue  
Placentia CA 92870

Dear Sir and Madam,

The Placentia Founders Society is requesting a waiver of the "no alcohol" policy for three upcoming events to be held at the Bradford House, 136 Palm Circle, Placentia. At each of these events, we would like to serve wine and craft beer along with food. Both will be served by a PFS Board member.

The first event is a Placentia Chamber of Commerce Holiday Mixer, hosted by the PFS, to be held on Thursday, December 2, 2021 from 5 to 7 PM. The second is our annual holiday party for our members to be held on Sunday, December 4, 2021 from 4 to 7 PM. The third event is our annual wine dinner fund raiser that we usually have in April, although we have not yet set a date for this yet. Now that we are living in this "Covid environment" all dates and events are tentative and could be cancelled or rescheduled.

Thank you for your continued support of the Placentia Founders Society and the Bradford House. We look forward to your approval.

Sincerely,

Tina Maraj,

President of Placentia Founders Society  
Board Member of Placentia Chamber of Commerce  
714-403-7901 TinaMaraj@gmail.com

**RESOLUTION NO. R-2021-65**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, AUTHORIZING THE TEMPORARY SUSPENSION OF REGULATORY ORDINANCE SECTION 10.28.010 OF THE PLACENTIA MUNICIPAL CODE TO FACILITATE THE PLACENTIA FOUNDERS SOCIETY'S TWO (2) SPECIAL EVENTS SCHEDULED FOR DECEMBER 2 AND DECEMBER 4, 2021**

**A. Recitals.**

(i). The City of Placentia adopted Ordinance 0-2008-10 which amended Title 1 of the Placentia Municipal Code by adding Chapter 1.14 allowing the City Council the discretion to temporarily suspend specific ordinances during special events when it has been determined that the public welfare and interest will be served by such suspension; and

(ii). The City Council finds that certain events of public interest may benefit the City, including recognition of historical landmarks and community volunteers, by generating favorable publicity, and by enhancing a marketable image for the City.

(iii). All legal prerequisites to the adoption of this Resolution have occurred.

**B. Resolution.**

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Placentia does hereby declare that:

1. In all respects as set forth in the Recitals, Part A., of this Resolution.
2. The City temporarily suspends Placentia Municipal Code § 10.28.010 relative to the controlled use of alcohol in a public place during the Placentia Founders Society special events at the Bradford House on Thursday, December 2, 2021 from 5:00 p.m. to 7:00 p.m., and Sunday, December 4, 2021 from 4:00 p.m. to 7:00 p.m., and
3. The specified section of the Placentia Municipal Code (Section 10.28.010) shall remain in full force and effect throughout the remainder of the City.

**PASSED, APPROVED and ADOPTED this 16th day of November 2021.**

\_\_\_\_\_  
Craig S. Green, Mayor

ATTEST:

\_\_\_\_\_  
Robert C. McKinnell, City Clerk

STATE OF CALIFORNIA  
COUNTY OF ORANGE

I, Robert C. 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 16<sup>th</sup> day of November 2021 by the following vote:

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

\_\_\_\_\_  
Robert C. McKinnell, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Christian L. Bettenhausen, City Attorney



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF COMMUNITY SERVICES

DATE: NOVEMBER 16, 2021

SUBJECT: **RESOLUTION AUTHORIZING TEMPORARY SUSPENSION OF REGULATORY ORDINANCE SECTIONS 23.76.050 AND 10.28.010 FOR THE OPERATION OF THE TAMALE FESTIVAL SCHEDULED FOR THURSDAY, DECEMBER 9, 2021**

FISCAL  
IMPACT: EXPENSE: \$12,000 ESTIMATED GENERAL FUND COST  
OFFSETTING REVENUE: \$ 8,000 REIMBURSEMENT FROM PLACITA  
SANTA FE MERCHANTS

### **SUMMARY:**

The Placita Santa Fe Merchants Association (“Merchants Association”) is planning to hold the annual Tamale Festival on Thursday, December 9, 2021 in the historic Downtown area. In order to facilitate this event, certain regulatory ordinances must be temporarily suspended. In addition, due to the size and location of the event, City support services including Police, Public Works, and Community Services will be needed. Based upon the average event costs over the last three (3) years, excluding 2020, the estimated cost of these services is approximately \$12,000. The Merchants Association has committed to reimburse the City a total of \$8,000 for these costs, thereby covering approximately 67% of the total event costs. This item requests the adoption of a resolution temporarily suspending certain regulatory ordinances to allow the Tamale Festival to be held on December 9, 2021.

### **RECOMMENDATION:**

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

1. Approve the Placita Santa Fe Merchants Association Tamale Festival on December 9, 2021, contingent upon the Merchants Association continuing to work with City staff to obtain all appropriate permits and insurance, and agreeing to follow all City regulations for the event and to reimburse the City \$8,000 for approximately 67% of event costs; and
2. Adopt Resolution No. R-2021-66, a Resolution of the City Council of the City of Placentia, California, authorizing the temporary suspension of regulatory ordinance Sections 23.76.050 and 10.28.010 of the Placentia Municipal Code for the operation of the Tamale Festival on December 9, 2021 on the 100 and 200 Blocks of Santa Fe Avenue and the 200 Block of Bradford Avenue.

1. j. \_\_\_\_\_  
Nov. 16, 2021

**DISCUSSION:**

The Tamale Festival will celebrate its 27<sup>th</sup> anniversary on Wednesday, December 9, 2021 in the City's Downtown area. The event is traditionally hosted by the Merchants Association with City staff support from Police, Public Works, and Community Services Departments. The event includes food booths featuring local area restaurants, a visit and gifts from Santa Claus, as well as live musical entertainment. In addition, the Merchants Association sells beer and wine, which provides a fundraising opportunity to help offset the event costs.

The suspension of the following two (2) sections of the Placentia Municipal Code is necessary to conduct the event:

- (1) Section 23.76.050 to allow for amplified sound which may exceed the noise level standards on Santa Fe Avenue and Bradford Avenue; and
- (2) Section 10.28.010 to allow the consumption of alcohol on public property.

The attached Resolution temporarily suspends the two (2) sections of the Placentia Municipal Code to facilitate the event.

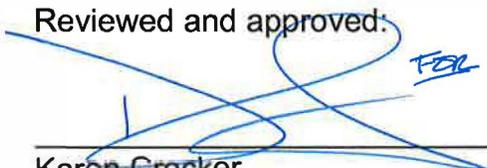
**FISCAL IMPACT:**

The estimated General Fund cost for Police, Public Works, and Community Services personnel and equipment that will be needed to support the Tamale Festival event is approximately \$12,000. The Merchants Association is working to acquire donations and sponsorships to offset event costs and has committed to reimburse the City \$8,000 for a net General Fund cost of \$4,000, which is currently budgeted in the Fiscal Year 2021-2022 budget.

Prepared by:

  
Felipe Zambrano  
Community Services Coordinator

Reviewed and approved:

  
Karen Crocker  
Director of Community Services

Reviewed and approved:

  
Jessica Brown  
Director of Finance

Reviewed and approved:

  
Damien R. Arrula  
City Administrator

**Attachments:**

- 1. Correspondence from Placita Santa Fe Merchants
- 2. Resolution No. R-2021-66 – Temporary Suspension of Regulatory Ordinance



November 1, 2021

Mr Felipe Zambrano  
City of Placentia  
401 E Chapman Ave  
Placentia, CA 92870

Dear Mr. Zambrano

**RE: Request for Continued Support of Tamale Festival /Holiday Tree Lighting 2021 Old Town**

The Placita Santa Fe Merchants are very pleased and excited to announce the upcoming 27th Annual Tamale Festival and Las Posadas on Thursday, December 09, 2021, 4pm-10pm in the downtown area.

The merchants with the support of the City of Placentia have collaborated in providing continuous successful annual events in downtown about three decades. We are proposing to continue with our annual signature event and are seeking continued partnership with the City of Placentia. The Festival in 2019 was the BEST and most successful so far for our City and we received nothing but positive remarks! In 2020 we pivoted to only promoting tamale sales at our local restaurants due to the world wide covid pandemic. This year we will be back to our regular festival activities being mindful of all of the new safety protocols to insure that we do our part for the community.

This event has been very crucial and important to Placentia's downtown for many reasons, but largely because it provides an excellent opportunity to showcase the downtown area in a very positive light. Our downtown area still struggles to be as economically vital as other neighboring cities. Our events bring in new clientele to the area and reminds those that know about us but do not shop and dine in the downtown that we are still there. The downtown area is one of Placentia's hidden treasures that can be turned around and be propelled to be just as economically vibrant and revitalized as any other surrounding city. The progress that has been made in the downtown up to now, such as the Melrose Underpass, Clementine Homes and the completion of the Pedestrian Bridge and the proposed Metro Link Station and Parking Structure, TOD are testaments that we are going in the right direction. Regrettably, many city residents have never even seen these completed projects and we want to change that. We want to spark interest to the downtown area so that residents make it a habit of coming down throughout the year and not just on special occasions. Economic leakage diminishes when our own City residents spend inside of our own City and we also draw tax revenue from non-residents spending in Placentia.

Attendance at our Tamale Fest continues to grow each year and we can draw as many as 15,000 + persons. We believe that our Tamale Festival, is probably the second largest in Southern California next to the Indio Tamale Fest. While we continue to grow each year we are very proud of the great reputation we have achieved. Given the Covid situation

we do plan on taking measures to scale down the event this year. The City of Placentia has been instrumental in partnering with the downtown merchants and together we have achieved this successfully. We are, however, in a position where we cannot sustain these events by ourselves, therefore, that is why we ask for continued collaboration from the City.

As prosperity arrives to the future of Downtown area, we would anticipate additional continued events such as Farmers Markets, Strawberry Festival, Orange Festival, Dia de Los Muertos and other monthly attractions in order to be able to compete with surrounding Downtowns. The projected Metro Link Station, Parking Structure and TOD developments should also be a great vehicle for revitalization of the area and help inject a new life to our community.

Following is a list of the scope of the event and the services that we would request assistance from the City in order to obtain the same level of quality service for the Annual Tamale Festival 2021.

### **DESCRIPTION OF EVENT:**

#### **27<sup>th</sup> ANNUAL TAMALES FESTIVAL AND LAS POSADAS & HOLIDAY TREE LIGHTING**

**DATE:** Thursday, December 09, 2021

**TIME:** 4PM-10PM

**LOCATION:** Old Town Placentia

**ACTIVITIES:**

- Food, craft, display and game booths,
- Live entertainment in staged area,
- Beer and Wine Booths,
- Santa Claus Village (Placentia Rotary has committed to providing Santa Claus, providing toys for the children, setup and staging of elves.)
- Holiday Tree Lighting
- Decoration of Main Stage

#### **REQUEST FOR SERVICES NEEDED FROM THE CITY OF PLACENTIA AT A TOTAL COST OF \$8,000.00 TO BE PAID BY THE PLACITA SANTA FE MERCHANTS ASSOCIATION**

#### **Department of Community Services:**

Provide a Staff liaison, Felipe Zambrano, to be a member of the planning committee

Mr. Zambrano to be in attendance for event & provide:

Direction for set-up, logistics of event, teardown

Provide assistance with red-shirts on day of event for set-up & teardown

Advertise in Placentia Quarterly and City Website, Lamar and Premiere Marquee

Assist in Vendor notification and vendor check-in and parking

Provide communication with Valencia High School to allow parking for shuttle buses.

Provide Shuttle Service to event

Provide First Aid Station  
Provide Banner space on Kraemer Blvd. and Chapman Aves.  
Other support you may feel necessary

**Department of Public Works:**

Provide cones and signs in appropriate streets notifying of street closure day of.  
Close off all required streets.  
Provide Barricades  
Provide services for clean up during and after event  
Provide Street sweepers after event.  
Other support you may feel necessary.

**Police Department:**

Provide event patrol during event.  
Provide Explorers or cadets during event.  
Other support you may feel necessary.

**Payment:**

Payment for said services will be a total of \$8,000.00 from the Placita Santa Fe Merchants to the City of Placentia. We would like to request to make payments as follows:

\$2,000 by end of December.  
\$3,000 by mid-January  
\$3,000 by end of January

It is also our intent to obtain an ABC permit to sell beer and wine at event and this will be done in accordance with the guidelines of The City of Placentia and Department of ABC as we have always done in the past.

I would like to express my sincere gratitude to the City of Placentia and City Council for all past support in helping us make these events tremendously successful. Showcasing the downtown area and bringing the community together in these family events is very important to all of us. Thank you for your consideration.

Best Regards,

*Rosalina Davis*

**Rosalina Davis, Chairperson**  
27th Annual Tamale Festival

**RESOLUTION NO. R-2021-66**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, AUTHORIZING THE TEMPORARY SUSPENSION OF REGULATORY ORDINANCE SECTIONS 23.76.050 AND 10.28.010 OF THE PLACENTIA MUNICIPAL CODE FOR THE OPERATION OF THE TAMALE FESTIVAL ON DECEMBER 9, 2021 ON THE 100 AND 200 BLOCKS OF SANTA FE AVENUE AND THE 200 BLOCK OF BRADFORD AVENUE**

**A. Recitals.**

(i) The City of Placentia adopted Ordinance No. O-2008-10 which amended Title 1 of the Placentia Municipal Code by adding Chapter 1.14 allowing the City Council the discretion to temporarily suspend specific Ordinances during special events when it has been determined that the public welfare and interest will be served by such suspension.

(ii) The City Council finds that certain events of broad public interest may benefit the City and the City's economy by attracting large numbers of visitors, by generating favorable publicity, and by enhancing a marketable image for the City.

**B. Resolution.**

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLACENTIA DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

1. In all respects as set forth in the Recitals, Part A., of this Resolution.
2. The City temporarily suspends Placentia Municipal Code Section 23.76.050 relative to use of amplified music which may exceed the noise standards during the Tamale Festival on 100 and 200 Blocks of Santa Fe Avenue and the 200 Block of Bradford Avenue on Thursday, December 9, 2021, from 4:00 p.m. to 10:00 p.m.
3. The City temporarily suspends Placentia Municipal Code Section 10.28.010 relative to the controlled use of alcohol in a public place during the Tamale Festival on 100 and 200 Blocks of Santa Fe Avenue and the 200 Block of Bradford Avenue on Thursday, December 9, 2021, from 4:00 p.m. to 10:00 p.m.
4. The specified sections of the Placentia Municipal Code (Sections 23.76.050 and 10.28.010) shall remain in full force and effect throughout the remainder of the City.
5. This Resolution shall take effect from and after its date of adoption.

**PASSED, ADOPTED AND APPROVED this 16th day of November 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 Resolution was adopted at a regular meeting of the City Council of the City of Placentia, held on the 16<sup>th</sup> day of November 2021, by the following vote:

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

\_\_\_\_\_  
Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Christian Bettehnausen, City Attorney



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: INTERIM CHIEF OF POLICE

DATE: NOVEMBER 16, 2021

SUBJECT: **RETIREMENT AND OWNERSHIP TRANSFER OF POLICE SERVICE DOG**

FISCAL  
IMPACT: NONE

### **SUMMARY:**

Police Service Dog Ace is seven and a half (7.5) years old. After six (6) years of loyal and exemplary service with the Placentia Police Department, Ace has reached the end of his service career due to old age. The Police Department is requesting approval from City Council to transfer ownership of Ace to Officer Austin Martinez.

### **RECOMMENDATION:**

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

1. Approve the Release and Agreement to Defend, Indemnify and Hold Harmless authorizing the transfer of ownership of retired Police Service Dog Ace to Officer Austin Martinez; and
2. Authorize the City Administrator and/or his designee to execute an agreement with Officer Austin Martinez to purchase Police Service Dog Ace, in a form approved by the City Attorney.

### **DISCUSSION:**

Police Service Dog Ace is seven and a half (7.5) years old and has served the City of Placentia for six (6) years. Starting his service on November 13, 2015, Ace has had a long and distinguished career as both a Patrol and Narcotics Detection dog. During Ace's length of service, he has been involved in numerous felony arrests and apprehensions as well as illicit drug seizures. At seven and a half (7.5) years of age, Ace is slowing down and reaching the end of his service life. Recently, Officer Austin Martinez was chosen to promote to the Detective Bureau effective November 14, 2021. It would not be feasible to retrain and recertify Ace with another officer at his age. Ace's ability to do police work is diminishing and it is the recommendation of Staff that Ace be retired from service.

**1. k.**  
**Nov. 16, 2021**

It has been Department practice, since inception of the Canine Program, to transfer ownership of the canines that have reached the end of their active service life, to their handlers or former handlers for a nominal sum. Transfer of ownership is also standard practice among other law enforcement agencies. This practice is in the best interest of the animal and removes the possibility of any potential liability to the City. Council has approved such transfers in the past when service dogs have reached an age or developed medical conditions, which prevent their continued service.

Officer Austin Martinez, Ace's handler for the Police Department wishes to purchase ownership of Ace and the City wishes to divest itself of both ownership and vicarious or direct liability for Ace. Ace should be released to Officer Austin Martinez as per contract. Officer Austin Martinez will purchase Ace for the sum of one dollar (\$1.00). The required transfer and Hold Harmless contract has been reviewed and approved as to form by the City Attorney.

**FISCAL IMPACT:**

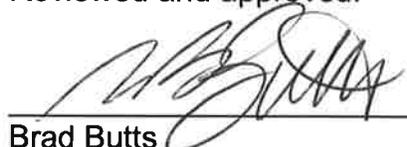
There is no expense to the City and the City will receive one dollar (\$1.00) from the sale of Police Service Dog Ace to Officer Martinez.

Prepared by:



Julie Kennicutt  
Senior Management Analyst

Reviewed and approved:

  
Brad Butts  
Interim Chief of Police

Reviewed and approved:

  
Jessica Brown  
Director of Finance

Reviewed and approved:

  
Damien R. Arrula  
City Administrator

**Attachment:**

Release and Waiver of Liability and Indemnity Agreement

## CITY OF PLACENTIA

### **“RETIRED” POLICE DOG RELEASE AND WAIVER OF LIABILITY AND INDEMINITY AGREEMENT**

This Agreement is made and entered into this 16<sup>th</sup> day of November 2021, by and between the City of Placentia, a Municipal Corporation and Charter City (hereinafter referred to as “CITY”) and Austin Martinez (hereinafter referred to as “PURCHASER”).

In consideration of the sum of one dollar (\$1.00), and the transfer of ownership of a certain canine, Ace (hereinafter referred to as “DOG”), the Purchaser hereby releases and forever discharges the City, its agents, employees, heirs and assigns from any and all claims for injury, disability, loss, or property destruction that may occur to anyone, as a result of contact or actions by the Dog.

The Purchaser accepts full responsibility and also agrees to indemnify and hold harmless the City and its agents, employees, heirs, and assigns for any alleged injury or damage to any person or property that may occur or be caused by the Dog after the transfer of ownership, which is effective as of the date listed above, including reasonable costs of defending such claims.

The undersigned is fully aware of the training the Dog received and the nature of the work that the Dog performed during the period of ownership by the City and understands the need to provide the Dog with suitable shelter and reasonable surroundings in keeping with its training and work experience.

Purchaser also hereby accepts the following conditions of sale.

1. The Purchaser will not sell or give away the Dog, without the written approval of the City.
2. The Purchaser will use the Dog only as a pet but may train the Dog and enter competitions.
3. The Purchaser will not use the Dog as a detection, rescue, or service animal in any capacity, without written approval of the City.
4. The Purchaser assumes full responsibility for the care, maintenance, food, housing, medical and any and all other expenses that result from or arise out of the Purchaser’s ownership of the Dog.
5. City will have no further responsibility or liability for the Dog or the Dog’s care with exception of any unpaid veterinary expenses incurred by the Dog up to the date of retirement shall be the responsibility of the City. These veterinary expenses shall include any unpaid balance currently being considered by the City and any other expenses either known or unknown at the time of retirement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above:

\_\_\_\_\_  
Brad Butts  
Interim Chief of Police

\_\_\_\_\_  
Damien Arrula  
City Administrator

\_\_\_\_\_  
Austin Martinez  
Purchaser

ATTEST: \_\_\_\_\_  
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: INTERIM CHIEF OF POLICE

DATE: NOVEMBER 16, 2021

SUBJECT: **APPROVAL OF A JOINT AGREEMENT WITH THE COUNTY OF ORANGE FOR THE NEW 800 MHZ COUNTYWIDE COORDINATED COMMUNICATION SYSTEM (CCCS)**

### FISCAL

IMPACT: EXPENSE: \$ 60,075  
BUDGETED: \$ 46,000 (FY 2021-22 GENERAL FUND BUDGET 103043-6137)  
\$ 14,100 (FY 2021-22 GENERAL FUND BUDGET 103066-6137)

### **SUMMARY:**

The Sheriff-Coroner Department ("Sheriff") operates and maintains the 800 MHz Countywide Coordinated Communications System (CCCS), which provides centralized, interoperable voice radio communications for the County and its 34 cities, including all public safety and public service agencies, as well as a number of private, state, and federal agencies that provide support to the above agencies and/or have relevant communications requirements. The 800 MHz CCCS in Orange County was executed by the then 31 cities and the OCFA. The agreement was amended by the Board on June 24, 2003, to include the capital improvement cost-sharing agreement negotiated by the County with the 34 cities and OCFA and replaced the original Joint Agreement.

The Orange County Board of Supervisors has approved the newly drafted Joint CCCS Agreement on June 22, 2021. The approval of the re-written Joint Agreement for the Operation, Maintenance and Financial Management of the Orange County 800 Megahertz CCCS will allow the County to ensure that all Orange County cities share in the cost and have access to Countywide Coordinated Communications System, which serves as the County's public safety radio system.

### **RECOMMENDATION:**

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

1. Approve the re-written agreement to be included in the county's 800 MHz partnership with the County, 34 cities, the Orange County Fire Authority (OCFA), Orange County Transportation Authority, Orange County Lifeguards, Irvine Valley College Police Department, Santa Ana Unified School District Police Department, and Saddleback College Police Department; and
2. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

**1. I.**  
**Nov. 16, 2021**

**DISCUSSION:**

On February 6, 1996, the Board of Supervisors (“Board”) approved the original Joint Agreement (“Agreement”) for the Implementation and Operation of the OC 800 MHz Countywide Coordinated Communications System (CCCS). The Sheriff-Coroner Department (“Sheriff”) operates and maintains the 800 MHz CCCS, which provides centralized, interoperable voice radio communications for the County and its 34 cities, including all public safety and public service agencies, as well as a number of private, state, and federal agencies that provide support to the above agencies and/or have relevant communications requirements. The 800 MHz CCCS in Orange County was executed by the then 31 cities and the OCFA. The agreement was amended by the Board on June 24, 2003, to include the capital improvement cost-sharing agreement negotiated by the County with the 34 cities and OCFA and replaced the original Joint Agreement.

On November 23, 2004, the current Joint Agreement for the Operation, Maintenance and Financial Management of the CCCS was entered into by the County, its 34 cities and other partnership agencies, replacing the original 1996 Agreement and subsequent 2003 amendment with the intent to define the post-implementation operational, technical, and financial requirements and guidelines for the CCCS going forward. On June 2, 2015 Board approved the version of the Joint Agreement currently in place.

The proposed re-write of the Joint Agreement establishes the technical, operational, and financial requirements for all agencies participating in the CCCS. This includes establishing financial parameters for the year to year cost and for the costs of necessary system upgrades in the future. This also includes establishing Bylaws for the Governance Committee.

The re-written Agreement was presented to the Governance Committee at the April 28, 2021, Governance Committee Meeting. The Governance Committee approved the re-write and recommended submitting to the Board for approval. The re-written Agreement was presented to the City Managers of the Partner Agencies to seek input and revisions. All revisions received were incorporated into the document. The Partner Agencies, which include 34 Orange County cities, OCFA, Orange County Transportation Authority, Orange County Lifeguards, Irvine Valley College Police Department, Sana Ana Unified School District Police Department, and Saddleback College Police Department.

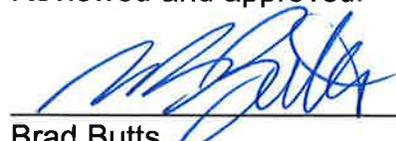
**FISCAL IMPACT:**

Under the current agreement the City of Placentia’s cost allocation is \$60,075 and the new cost allocation for next fiscal year will be \$69,465.

Prepared by:

  
\_\_\_\_\_  
Julie Kennicutt  
Senior Management Analyst

Reviewed and approved:

  
\_\_\_\_\_  
Brad Butts  
Interim Chief of Police

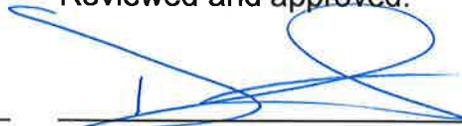
Reviewed and approved:



---

Jessica Brown  
Director of Finance

Reviewed and approved:



---

Damien R. Arrula  
City Administrator

Attachments:

1. Letter from 800 MHz CCCS Governance Committee Chair
2. Joint Agreement Staff Report
3. Joint Agreement Contract
4. Signature Agreement



# ORANGE COUNTY SHERIFF'S DEPARTMENT



## 800 MHz Countywide Coordinated Communications System (CCCS) Governance Committee

**CHAIR, Rob Houston**, City Manager, City of Fountain Valley  
**Jill Ingram**, City Manager, City of Seal Beach  
**Jim Sadro**, City Manager, La Habra

**VICE CHAIR, Brian Wayt**, Executive Director, Sheriff-Coroner Department  
**Scott Stiles**, City Manager, City of Garden Grove  
**Kevin Onuma, P.E.**, Deputy Director, OC Public Works

**Joel Golub**, Chief Information Officer, County Executive Office

---

August 12, 2021

City of Placentia  
Damien Arrula, City Manager  
401 E. Chapman Ave.  
Placentia, CA 92870

Dear Mr. Arrula:

As you may know, the 800 MHz Governance Committee has been working on re-drafting the 800 MHz Joint Agreement. After two years of work and input from our project teams and executive stakeholders, the Governance Committee approved the new Joint Agreement, authorizing the Sheriff to present to the Orange County Board of Supervisors for approval.

The newly written Joint Agreement provides improved guidelines for the enhanced operations and fiscal management of the 800 MHz Countywide Coordinated Communication System (CCCS). The new Joint Agreement also establishes Governance Committee Bylaws.

The Orange County Board of Supervisors approved the newly written Joint Agreement on June 22, 2021. The next step is for the Partner Agencies to request approval and adoption of the attached 800 MHz Joint Agreement by the Partner Agency Governing Authorities. Due to a large number of Partner Agencies, the signature page for your City may be separate from the other Partner Agencies. Once all Partner Agencies have signed off and returned their documents to us, the new Joint Agreement will be put into effect.

For your convenience, please see the attached Agenda Staff Report and the supporting documents, that the OC Sheriff's Department provided to the Board providing the background to this project and our recommended actions. If you have questions or concerns, please contact myself or Stephen Barteau at [sbarteau@ocsd.org](mailto:sbarteau@ocsd.org) or (714) 704-7969.

As always, thank you for your ongoing support.

Sincerely,

Rob Houston, Chair  
800 MHz CCCS Governance Committee



# AGENDA STAFF REPORT

Agenda Item

ASR Control 21-000476

**MEETING DATE:** 06/22/21  
**LEGAL ENTITY TAKING ACTION:** Board of Supervisors  
**BOARD OF SUPERVISORS DISTRICT(S):** All Districts  
**SUBMITTING AGENCY/DEPARTMENT:** Sheriff-Coroner (Approved)  
**DEPARTMENT CONTACT PERSON(S):** Jeff Hallock (714) 647-1804  
 Brian Wayt (714) 647-1803

**SUBJECT:** Approve and Authorize Joint Agreement for 800MHz Emergency Communications System

<b>CEO CONCUR</b> Concur	<b>COUNTY COUNSEL REVIEW</b> Approved Agreement to Form	<b>CLERK OF THE BOARD</b> Discussion 3 Votes Board Majority
<b>Budgeted:</b> N/A	<b>Current Year Cost:</b> N/A	<b>Annual Cost:</b> N/A
<b>Staffing Impact:</b> No	<b># of Positions:</b>	<b>Sole Source:</b> N/A
<b>Current Fiscal Year Revenue:</b> N/A		
<b>Funding Source:</b> See Financial Impact Section	<b>County Audit in last 3 years:</b> No	
<b>Prior Board Action:</b> 6/2/2015 #27, 11/23/2004 #55, 6/24/2003 #37, 2/6/1996 #S59A		

**RECOMMENDED ACTION(S):**

1. Find that the project is categorically exempt from the California Environmental Quality Act (CEQA), Class 1, (Existing Facilities) pursuant to CEQA Guidelines, Section 15301.
2. Approve the re-written Joint Agreement for the Operation, Maintenance and Financial Management of the Orange County 800 MHz Countywide Coordinated Communications System with the 34 cities and Orange County Fire Authority.

**SUMMARY:**

Approval of the re-written Joint Agreement for the Operation, Maintenance and Financial Management of the Orange County 800 Megahertz Countywide Coordinated Communications System will allow the County to ensure that all Orange County cities share in the cost and have access to Countywide Coordinated Communications System, which serves as the County's public safety radio system.

**BACKGROUND INFORMATION:**

On February 6, 1996, the Board of Supervisors (Board) approved the original Joint Agreement (Agreement) for the Implementation and Operation of the OC 800 MHz Countywide Coordinated Communications System (CCCS). The Sheriff-Coroner Department (Sheriff) operates and maintains the 800 MHz CCCS, which provides centralized, interoperable voice radio communications for the County and its 34 cities,

including all public safety and public service agencies, as well as a number of private, state and federal agencies that provide support to the above agencies and/or have relevant communications requirements. The 800 MHz CCCS is funded by the CCCS partnership in accordance with the financial requirements outlined in the Agreement. The original agreement addressed city and County partnership responsibilities and financial obligations for the implementation of the 800 MHz CCCS in Orange County. It was executed by the then 31 cities and the Orange County Fire Authority (OCFA). The agreement was amended by the Board on June 24, 2003, to include the capital improvement cost-sharing agreement negotiated by the County with the 34 cities and OCFA and replaced the original Joint Agreement.

On November 23, 2004, the current Joint Agreement for the Operation, Maintenance and Financial Management of the CCCS was entered into by the County, its 34 cities and other partnership agencies, replacing the original 1996 Agreement and subsequent 2003 amendment with the intent to define the post-implementation operational, technical and financial requirements and guidelines for the CCCS going forward. On June 2, 2015 Board approved the current version of the Joint Agreement currently in place.

The 800 MHz Governance Committee (Governance Committee) oversees the operation of the CCCS. The Governance Committee is currently comprised of four City Managers and three County representatives. The proposed re-write of the Joint Agreement establishes the technical, operational, and financial requirements for all agencies participating in the CCCS. This includes establishing financial parameters for the year to year cost and for the costs of necessary system upgrades in the future. This also includes establishing Bylaws for the Governance Committee.

The re-written Agreement was presented to the Governance Committee at the April 28, 2021, Governance Committee Meeting. The Governance Committee approved the re-write and recommended submitting to the Board for approval. The re-written Agreement was presented to the City Managers of the Partner Agencies to seek input and revisions. All revisions received were incorporated into the document. The Partner Agencies, which include 34 Orange County cities, OCFA, Orange County Transportation Authority, Orange County Lifeguards, Irvine Valley College Police Department, Santa Ana Unified School District Police Department and Saddleback College Police Department have confirmed their continued participation in the CCCS.

Sheriff requests Board approval of re-written Agreement as referenced in the Recommended Action. The re-written Agreement will replace and supersede previous versions, including all amendments. Once approved by the Board, the re-written Agreement will then be forwarded to all Partner Agencies' Governing Authorities approval and adoption.

**Compliance with CEQA:** The proposed project is Categorically Exempt (Class 1) from the provisions of CEQA pursuant to Section 15301, because it consists of replacement of equipment in an existing public facility, involving no expansion of its use.

**FINANCIAL IMPACT:**

Expenditures associated with 800 MHz are 100 percent funded by the 800 MHz CCCS Partnership consisting of the County, 34 cities, OCFA, Orange County Transportation Authority, Orange County Lifeguards, Irvine Valley College Police Department, Santa Ana Unified School District Police Department, Saddleback College Police Department, Metro Net and West-Comm whose funding sources may include the state, Federal Government, fees, General Fund and other funding sources.

**STAFFING IMPACT:**

N/A

**ATTACHMENT(S):**

Attachment A - Joint Agreement for 800 MHz CCCS

**JOINT AGREEMENT  
FOR THE OPERATION, MAINTENANCE AND FINANCIAL MANAGEMENT OF THE ORANGE  
COUNTY  
800-MEGAHERTZ COUNTYWIDE COORDINATED COMMUNICATIONS SYSTEM**

This agreement is entered into on , \_ /2021, by and between the executing Partner agencies. This agreement replaces the 2005 Agreement as amended, and to the extent there is a conflict, this Agreement controls.

**RECITALS:**

Whereas, the Next Generation installation and implementation of the 800 MHz Countywide Coordinated Communications System (800 MHz CCCS) has been completed; and,

Whereas, the original Joint Agreement for the Operation, Operation Maintenance, and Financial Management of the Orange County 800 MHz Countywide Coordinated Communications System was executed September 19, 1995, and related Amendments Nos. 1, 2, 3, 4, 5, and appropriate change orders thereto followed (the "1995 Joint Agreement"), and;

Whereas, a subsequent Joint Agreement for the Operation, Operation Maintenance, and Financial Management of the Orange County 800 MHz Countywide Coordinated Communications System was executed in November 2005, and related Amendments Nos. 1 and appropriate change orders thereto followed (the "2005 Joint Agreement"), thereby superseding the original 1995 Joint Agreement, and;

Whereas, the Partner agencies now desire to execute a new Joint Agreement (the "2021 Joint Agreement") to supersede all previous Joint Agreements; and,

Now, therefore, in consideration of the mutual covenants, conditions, agreements, and stipulations hereinafter expressed, the Partner agencies hereby agree as follows:

Contents

1.0 GENERAL ..... 4

    1.1 System..... 4

    1.2 Definition of Terms..... 4

    1.3 Amendment Process..... 6

    1.4 Liability..... 6

2.0 GOVERNANCE COMMITTEE ..... 7

    2.1 Governance Committee Authority ..... 7

    2.2 Governance Committee Member Appointment ..... 7

    2.3 Governance Committee Purpose..... 7

3.0 MEMBERS TO THE SYSTEM ..... 8

    3.1 Lead Agency ..... 8

    3.2 Partner Agencies ..... 8

        3.2.1 New Partner Agencies..... 8

        3.2.2 Sponsored Agencies ..... 9

    3.3 Mutual Aid Agencies ..... 9

        3.3.1 Mutual Aid Agency Approval Process: ..... 9

        3.3.2 Mutual Aid Agency Access and Limitations ..... 10

        3.3.3 Mutual Aid Agency Financial Responsibilities ..... 10

4.0 SYSTEM ADMINISTRATION ..... 10

    4.1 System Equipment ..... 10

    4.2 System Subscriber Equipment ..... 10

    4.3 Dispatch Centers ..... 10

        4.3.1 Dispatch Center Equipment ..... 11

            4.3.1.1 Dispatch Center Required Equipment Upgrades ..... 11

            4.3.1.2 Dispatch Center Non-Required Equipment Upgrades ..... 11

    4.4 System Modifications ..... 11

        4.4.1 System Modifications requiring Governance Committee Approval..... 11

        4.4.2 System Modification by Lead Agency..... 12

        4.4.3 System Modifications requested by Partners Agencies ..... 12

    4.5 Security ..... 12

    4.6 Maintenance & Service Contracts..... 13

    4.7 System Standard Operating Procedures ..... 13

    4.8 Partner Agency Operational Policies and Procedures..... 13

- 5.0 FINANCIAL ADMINISTRATION ..... 13
  - 5.1 Governance Committee Financial Authority ..... 13
  - 5.2 Partner Agencies Financial Obligations..... 13
    - 5.2.4 Mutual Aid Agencies ..... 14
  - 5.3 System Operations Budget..... 15
    - 5.3.1 Partner Agency Cost ..... 15
    - 5.3.2 Payment Remittance ..... 15
  - 5.4 Year End Settlement ..... 15
  - 5.5 Ten-Year Plan ..... 15
  - 5.6 Reserve Fund ..... 16
    - 5.6.1.1 Contributions by Partner Agencies ..... 16
    - 5.6.1.2 System Entry Fees..... 16
    - 5.6.1.3 System Operation Budget Surplus ..... 16
  - 5.7 System Modification Cost..... 16

## 1.0 GENERAL

### 1.1 System

The 800 MHz Countywide Coordinated Communications System (800 MHz CCCS) will be referred to as the "System." The System shall be maintained by the Orange County Sheriff-Coroner Department's Technology Division (hereinafter referred to as "Lead Agency").

### 1.2 Definition of Terms

- "System" is defined as a multichannel digital trunked radio communications system enabling interoperability among all participating City and County law, fire, public works, and lifeguard/marine safety departments. The System components also include transmitting /receiving sites, microwave networks, IP networks, dispatch consoles, control stations, and field equipment (mobile and portable radios).
- "Governance Committee" is established by the Board of Supervisors and Partner Agencies to the Joint Agreement to facilitate the operation, maintenance, and financial management of the system. The Governance Committee is comprised of nine (9) members as identified in the Governance Committee Bylaws, attached hereto as Attachment A.
- "Governing Authorities" are the City Councils, the Orange County Board of Supervisors, and the Orange County Fire Authority Board of the Partner Agencies, responsible for approving certain substantive modifications or amendments to this agreement where such approval authority has not been expressly delegated to the Governance Committee.
- "Law Enforcement Agency" is defined as all governmental Law Enforcement Agencies operating primarily within the limits of Orange County, including, but not limited to: Orange County Sheriff-Coroner Department, Orange County City Police Departments, Orange County District Attorney's Office, and Orange County Probation Department.
- "Lead Agency" is designated to be the Orange County Sheriff's Department (OCS) Technology Division that will be responsible to manage, maintain, and enhance the System and its respective Standard Operating Procedures (SOP).
- "Marine Safety" is defined as and shall include all governmental and private lifeguard agencies operating primarily within the limits of Orange County.

- “Member Agency” is defined as an agency authorized by the Governance Committee to use the System. Members include the Lead Agency and Partner Agencies.
- “Mobile Radio” is defined as two-way radio equipment installed in a vehicle to provide communications for the vehicle operator.
- “Mutual Aid Provider” is any governmental organization not otherwise defined in this Agreement that will provide short term assistance across jurisdictional boundaries during an emergency or planned event that exceeds local resources. Mutual aid use of the System will be restricted to the timeframe of the mutual aid incident.
- “New Partner Agency” are Partner Agencies added after the adoption of this Joint Agreement.
- “Parties” are all those entities that are authorized users of the System and have signed this agreement.
- “Partner Agency” are authorized subscribers to the system who agree to share in the System Operational Costs to administer, maintain, and upgrade the technology by providing recurring rate schedule payments.
- “Portable Radio” is a two-way radio equipment that is rechargeable, and handheld or belt carried.
- “Radio Site” is defined as a location, which consists of a building, systems within the building, and a tower.
- “Sponsored Agency” is any agency approved to use the System under sponsorship of a Partner Agency.
- “Sponsoring Partner Agency” is a Partner Agency that wishes to sponsor a Sponsored Agency.
- “Subscriber Unit” is defined as the subscriber radios and other devices that utilize the System. This includes dispatch operator positions, mobile radios, portable radios, cellular based devices and any other device that allows a user to communicate over the System.
- “System infrastructure” is defined as all associated radio and support equipment required to establish a radio network on which user radios can operate to communicate throughout the County of Orange. System infrastructure includes, but is not limited to, servers, switches, routers, data lines, base station radios, microwave technology, and firewalls.
- “System Operational Costs” are the expenses required to administer, maintain, and update the System.

- “System Modification” is any change in operational procedure or technology that requires alteration to the System.
- “System Subscriber Equipment” is defined as all equipment used to support user access to the System including Subscriber Units and other supporting equipment such as dispatch center console equipment, antennas, batteries, etc.
- “System User” is defined as an individual or agency authorized to access the System.
- “System Watch Network Operation Center” is a Lead Agency staffed support center responsible for the 24/7 support of the System. This includes but not limited to, live monitoring, notifications, troubleshooting, callouts, and repair.
- “Talkgroups” are used to identify groups of users who communicate together on a trunked radio system.

### 1.3 Amendment Process

The Governance Committee is authorized to make future updates, amendments, or modifications to the Agreement and its attachments without further action of the Governing Authorities, so long as the updates, amendments, or modifications to the Agreement and its attachments would result in minor, non-substantive changes that do not create or increase the financial obligations of the Partner Agencies. Where the Governance Committee is authorized to make such updates, amendments, or modification, such delegated authority shall be expressly granted in this agreement.

This agreement may also be amended or modified by the consent of all of the Governing Authorities representing the Partner Agencies.

### 1.4 Liability

Each Party of this Agreement (the “Indemnitor”) shall indemnify, defend, and hold all other Parties, and their agents and employees (the “Indemnitees”) harmless from all claims, liabilities, damages, and losses to the Indemnitees arising out of any acts or omissions of itself and its agents and employees in connection with the performance of this agreement which acts or omissions constitute gross negligence.

### 1.5 Withdrawal from System

Any Party may withdraw from this Agreement by serving written notice to the Governance Committee of their intent to withdraw. Due to the cost distribution model used to fund the operation of the System, any Party withdrawing from this Agreement will financially impact the remaining Parties. As such, Parties wishing to withdraw from this Agreement shall do the following:

- 1) Withdrawing Party provides written notice twelve months prior of withdrawal after meeting its financial obligations under this agreement.

- 2) Withdrawing Party will attend the Governance Committee meeting following their submittal to discuss withdrawal process.
- 3) Withdrawing Party will work with the Lead Agency to effect the withdrawal.
- 4) Withdrawing Party will make all Operational Cost payment obligations for the full fiscal year of the withdrawal.
- 5) Withdrawing Party will be responsible for all Lead Agency Costs associated with the withdrawal process.

Withdrawing Party will not be responsible for any financial obligations assumed by the other Partner agencies subsequent to withdrawal and upon fulfillment of existing financial obligations. Similarly, it is understood that the County of Orange has ownership of the System and certain sites as well as FCC licenses presently issued to the County, and upon any withdrawal by any Parties to the Agreement, any and all right, title, and interests in the System, those sites and FCC licenses shall remain with the County. Should the County of Orange wish to withdraw, an orderly transition to the remaining Parties must be affected.

## 2.0 GOVERNANCE COMMITTEE

### 2.1 Governance Committee Authority

The Governance Committee shall be governed in accordance with the Governance Committee Bylaws attached hereto as Attachment A. Any future updated revisions or amendments to the Governance Committee Bylaws shall be deemed adopted by this agreement without further action of the Governing Authorities.

### 2.2 Governance Committee Member Appointment

The Governance Committee shall be comprised of nine (9) members, as identified below. It will also be responsible for coordinating with their appropriate associations/agencies on issues involving the appropriate Governing Authorities approvals:

- Four City Managers appointed by the Orange County City Managers' Association
- Orange County Chief Executive Officer, or Designee
- Orange County Sheriff-Coroner, or Designee
- Orange County Public Works Deputy Director, or Designee
- Orange County Chief of Police & Sheriffs Association (OCCOPSA) Chief or Designee not from a city currently represented on the governance committee
- Orange County Fire Chiefs Association (OCFCA) Fire Chief or Designee not from a city currently represented on the governance committee

### 2.3 Governance Committee Purpose

The Governance Committee oversees all aspects of the implementation, operation, and fiscal management of the system, including but not limited to, the following:

- Approving System operational policies
- Addressing System operational issues

- Resolving operational policy or fiscal matter disputes of Partner Agencies.
- Addressing System facilities development
- Reviewing and approving modification and enhancement plans
- Approving contract pricing changes
- Approving Annual System Operational Budget and Cost Sharing Allocations.
- Approving 10 year capital plans and allocation of Reserve Fund for required upgrades.
- Approving New Partner Agencies.
- Approving Sponsored Agencies.

### 3.0 MEMBERS TO THE SYSTEM

Members are all agencies authorized by the Governance Committee to use the system and who have signed this agreement.

#### 3.1 Lead Agency

The lead agency is designated to be the Orange County Sheriff's Department Technology Division and will manage, maintain, and enhance the system. Lead Agency is responsible for System Administration as outlined in Section 4 below.

#### 3.2 Partner Agencies

Partner Agencies are authorized subscribers to the System who have signed this Joint Agreement or added as New Partner Agencies via the process outlined in 3.2.1 below. Partner agencies agree to share in the System Operational Costs and System Maintenance Costs as outlined in Section 5 below.

##### 3.2.1 New Partner Agencies

Agencies that wish to become an authorized subscriber to the System may be added as a New Partner Agency via the following steps:

- 1) The prospective New Partner Agency submits an official request, in writing, to the Lead Agency requesting to join as a Partner Agency.
- 2) Lead Agency gathers additional information from requesting New Partner Agency to determine the feasibility of the request and the potential impact on the System operation and the existing Members.
- 3) The Lead Agency processes the request to obtain approval.
- 4) Lead Agency presents the request to the Governance Committee along with previous approvals from appropriate Governing Authorities. Governance Committee will determine final approval or denial of the request.
- 5) Once all approvals have been obtained, requesting New Partner Agency will execute a copy of this agreement along with the associated New Partner Agency forms identified in Attachment B.
- 6) The approved New Partner Agency will purchase necessary radio equipment and arrange to pay associated New Partner Agency costs described in in 5.2 below.

### 3.2.2 Sponsored Agencies

Partner Agencies may, with Lead Agency review and Governance Committee Approval, sponsor non-partner agencies to participate in the system.

#### 3.2.2.1 Sponsored Agencies Approval Process:

- 1) Sponsoring Partner Agency submits to the Lead Agency an official written request to add a Sponsored Agency.
- 2) Lead Agency gathers relevant information from Sponsoring Partner Agency to determine the feasibility of the request and the potential impact on the System Operation and the existing Members.
- 3) Lead Agency reviews all available information to determine the feasibility of the request to add the Sponsored Agency. Lead Agency shall work with the Sponsoring Partner Agency to determine the additional costs to the Sponsoring Partner Agency.
- 4) Lead Agency presents the request to the Governance Committee at a Governance Committee Meeting. Governance Committee shall approve or deny the addition of the Sponsored Agency.

#### 3.2.2.2 Sponsored Agency Access and Limitations

Sponsored Agencies are only allowed access to use the common talkgroups/channels and select agency specific talkgroups/channels of the sponsoring Partner Agency, as recommended by the Lead Agency and approved by the Governance Committee. Sponsored Agencies do not have a role in defining the operation of the System. The inclusion or exclusion of Sponsored Agencies in the System will be determined by the Governance Committee and will be reviewed annually or as needed. Partner Agencies shall be responsible for any System use by a Sponsored Agency. Sponsored Agencies must use the same common talkgroups as the sponsoring Partner Agency.

#### 3.2.2.3. Sponsored Agency Financial Responsibilities

Sponsored Agency financial responsibilities are outlined in section 5.2.4 below.

### 3.3 Mutual Aid Agencies

Certain governmental agencies may, with Lead Agency review and Governance Committee Approval, be granted access to the System for the express purpose of providing mutual aid to Partner Agencies. Mutual Aid agencies are limited to and identified within ATTACHMENT C

#### 3.3.1 Mutual Aid Agency Approval Process:

- 1) Any Partner Agency may submit to the Lead Agency an official written request to add a Mutual Aid Agency.

2) Lead Agency gathers relevant information to determine the feasibility of the request and the potential benefit to existing Partner Agencies and overall public safety in Orange County.

4) Lead Agency presents the request to the Governance Committee at a Governance Committee meeting. The Governance Committee shall approve or disapprove the addition of the Mutual Aid Agency.

### 3.3.2 Mutual Aid Agency Access and Limitations

Mutual Aid Agencies are only allowed access to use the common talkgroups/channels and the mutual aid channels associated with other systems that are included in our radio programming. Mutual Aid Agency use of the System is restricted to the actual duration of a mutual aid incident. Mutual Aid Agencies do not have a role in defining the operation of the System. The inclusion or exclusion of Mutual Aid Agencies in the System will be determined by the Governance Committee and will be reviewed annually or as needed.

### 3.3.3 Mutual Aid Agency Financial Responsibilities

Mutual Aid Agency financial responsibilities are outlined in section 5.2.5 below.

## 4.0 SYSTEM ADMINISTRATION

The Lead Agency shall have the authority and responsibility to maintain the proper operation of the System. The Lead Agency shall be responsible for maintaining, managing, and operating the System, which includes staffing the System Watch Network Operations Center on a continual basis (e.g., 24x7x365), assuring the seamless operation of the System.

### 4.1 System Equipment

The Lead Agency shall approve and evaluate all equipment and new technology for use with the system to ensure that it meets the requisite technical standards and requirements. Approved equipment must meet the standards set by the Federal Communication Commission as well as any Federal, State, and Local Laws.

### 4.2 System Subscriber Equipment

Each Member Agency is responsible for the maintenance, management, and operation of its System Subscriber Equipment. A Member Agency may establish a System Subscriber Equipment maintenance contract with the Lead Agency.

Prior to making any modifications to System Subscriber Equipment, including but not limited to adding radios or alteration to dispatch center equipment, Member Agencies must request such modifications to be reviewed and approved by the Lead Agency as outlined in section 4.4.

### 4.3 Dispatch Centers

Member Agencies may operate their own Dispatch Centers at their discretion. Individual Member Agencies that manage their own Dispatch Centers shall be responsible for the day to day maintenance, management, and operation of those Dispatch Centers, equipment and associated facilities. Day to day dispatch operations and protocols shall be left to the individual Members

Agencies. The Lead Agency will not be responsible for the maintenance or management of Members Agencies' individual Dispatch Centers unless a Member User contracts with the Lead Agency for maintenance, management, or operations.

#### 4.3.1 Dispatch Center Equipment

Dispatch Center Equipment must meet the technical standards as outlined in Section 4.1.

##### 4.3.1.1 Dispatch Center Required Equipment Upgrades

The Governance Committee may mandate equipment upgrades for Member Agencies Dispatch Center Equipment. If the Governance Committee mandates an Equipment Upgrade to Members Agencies' Dispatch Center Equipment, then the Members Agencies must upgrade their equipment as directed by the Governance Committee.

##### 4.3.1.2 Dispatch Center Non-Required Equipment Upgrades

Members Agencies may upgrade their Dispatch Center equipment and associated facilities at their own cost without coordination with the Lead Agency so long as the upgrade will not adversely affect the System itself. However, Member Agencies must coordinate with the Lead Agency as outlined in the System Modifications section 4.4, below, when upgrading or modifying any Dispatch Center equipment vital to the operation of the System. Dispatch Center Equipment modification requiring coordination with the Lead Agency includes, but is not limited to: computer equipment, software, consoles, routers, switches, gateways, firewalls, control stations, and antenna systems.

#### 4.4 System Modifications

The System will require occasional routine modifications, which shall be conducted as outlined in this section.

##### 4.4.1 System Modifications requiring Governance Committee Approval

The following System Modifications require the pre-approval of the Governance Committee, as outlined in the Governance Committee By-Laws:

- A. Addition of any New Member Agencies to the System.
- B. Any modification that adds a financial burden shared by the Member Agencies.
- C. Any modification that would affect a System User other than the requesting Member Agency.

The Lead Agency is required to provide a report and recommendation to the Governance Committee on any proposed System Modification that requires Governance Committee approval. The Lead Agency report and recommendation must provide a financial analysis of the System Modification, if appropriate, and an estimated timeline to complete the System Modification.

The Lead Agency is responsible for implementing any Governance Committee approved modification.

#### 4.4.2 System Modification by Lead Agency

The Lead Agency is authorized to perform System Modifications, as necessary. The Lead Agency has the discretion to implement System Modifications without prior Governance Committee Approval, so long as the modification does not require Governance Committee approval as listed in Section 4.4.1 of this agreement, and does not cause unanticipated or unbudgeted costs to Member Agencies.

#### 4.4.3 System Modifications requested by Partners Agencies

Partner Agencies may request system modifications. System Modification requests from Partner Agencies must be submitted in writing to the Lead Agency for review and approval.

If the Lead Agency grants a Partner Agency modification request, and the request does not require Governance Committee Approval as outlined in Section 4.4.1, then the Lead Agency shall provide the Partner Agency with a formal approval, including all costs of the requested modification. If a Member Agency agrees with the official permission, the Member Agency may request the Lead Agency to implement the System Modification. Any and all costs associated with implementing the System Modification will be the sole responsibility of the System User requesting the modification.

If a Member Agency modification request requires Governance Committee approval per Section 4.4.1 above, then the Lead Agency and the Member Agency requesting the modification shall present the modification request to the Governance Committee for approval. The modification request shall include the reason for the modification, the Lead Agency's recommendation and cost analysis of implementing the modification.

#### 4.4.4 Appeal of Modification Request Denial

If the Lead Agency denies a Member Agency's modification request, the Lead Agency shall provide the Member Agency, in writing, the reasons for the denial. Members Agencies may submit a written appeal of the decision of the Lead Agency to the Governance Committee within 90 days of the denial notification. The Lead Agency will ensure the appeal is added to the next Governance Committee meeting agenda for action.

#### 4.4.5 Notification of System Modifications to Governance Committee

Lead agency is required to provide a list of implemented, pending and requested System Modifications at each Governance Committee Meeting.

### 4.5 Security

The Lead agency has in place a Security Plan for the System (Attached as Attachment D.) Member Agencies and System Users are required to protect the security of the System as set forth in the Security Plan.

System Users are required to contact System Watch for any actual or potential security breach to the System as soon as the actual or potential security threat is known. The Lead Agency must evaluate any reported security breaches and is authorized to implement measures to remediate the

security breach. If appropriate, the Lead Agency shall inform the Governance Committee of any reported breach and steps taken to remediate.

#### 4.6 Maintenance & Service Contracts

Within approved and adopted budget, the Lead Agency is authorized to enter into contracts with vendors as needed for the ongoing execution of this agreement. Such contracts include, but are not limited to, the purchase or lease of equipment, installation of equipment, service and/or maintenance of equipment, and System upgrades. All contracts shall comply with applicable law and purchasing policies and guidelines. Appropriate shared costs will be included in System Operational Costs cost-sharing allocations. The Lead Agency shall negotiate and enter into contracts with vendors as intended in this agreement and shall make payments due and payable under such contracts on behalf of the parties.

The Lead Agency will serve as an administrative liaison between the other Member Agencies and the contracted vendors.

#### 4.7 System Standard Operating Procedures

The Lead Agency is responsible for the development and maintenance of the Standard Operating Procedures ("SOP") (Attachment E) for the system. The Lead Agency shall coordinate with System Users, including but not limited to Law Enforcement, Fire Services, Marine Safety, and Public Works in developing and updating the SOP. The SOP, and any amendments to the SOP, must be approved by the Governance Committee. All Member Agencies must follow the SOP and any amendments to the SOP once approved by the Governance Committee.

#### 4.8 Partner Agency Operational Policies and Procedures

Member Agencies must inform the Lead Agency of any changes to their operational policy or procedures, in writing and prior to any implementation of such changes, if the change of operational policy or procedure affects or may affect the System. The Lead Agency will work with Member Agencies to ensure that operational policies and procedures are compatible with the System. The Lead Agency shall work collaboratively with Member Agencies to settle any disputes regarding Member Agency Operational Policies and Procedures. The Lead Agency shall bring any dispute to Member Agency Operational Policies and Procedures to the Governance Committee for review and resolution if a dispute cannot be resolved between the Lead Agency and the Member Agency.

## 5.0 FINANCIAL ADMINISTRATION

### 5.1 Governance Committee Financial Authority

The Governance Committee shall have the authority to allocate available budgeted funds as they deem appropriate for the operation, maintenance, and management of the system. Governance Committee has the authority to approve the System Operations Budget, set rates and fees, and approve use of the Reserve Fund for necessary expenditures and upgrades. Governance Committee has the authority to approve capital expenditure funding and approved sources of the reserve fund.

### 5.2 Partner Agencies Financial Obligations

Partner Agencies and New Partner Agencies are responsible for certain financial obligations including, but not limited to, the following.

#### 5.2.1 System Operational Costs

All Partner Agencies shall contribute to the System Operational Costs via the Systems Operations Budget and administered as described in section 5.3 below.

#### 5.2.2 System Entry Fees/Upgrade Fees

Some Partner Agencies must pay System Entry Fees when they enter/register a radio into the System for activation based on the System Entry Fee established by the Governance Committee. The Lead Agency shall submit their recommendation of the System Entry Fees for Governance Committee approval at the same time the System Operations Budget (Section 5.3) is submitted for approval annually.

The System Entry Fees are necessary to recoup/offset costs that were required during the previous System upgrade. Partner Agencies that financially contributed to the previous System Upgrade are not required to pay System Entry Fees. Legacy Partner Agencies that are not required to pay System Entry Fees are listed in attachment C. Partner Agencies not listed in attachment C and any New Partner Agencies are required to pay the System Entry Fee for each radio they add to the System.

System Entry Fees are billed on a per radio basis. The Lead Agency shall invoice the Partner Agency or New Partner Agency for any System Entry Fees at the approved per radio rate when a new radio is entered into the System on behalf of that Partner or New Partner.

System Entry fees shall be deposited into the Reserve Fund as outlined in section 5.6 below.

Over-the-air upgrade programming of radio equipment will not be charged and limited to two annually per Member Agency. Any additional upgrades past the two annually will incur a cost.

#### 5.2.3 Miscellaneous Rates and fees

As stated in 5.1 above, the Governance Committee has authority to set rates and fees as necessary. The Lead Agency may charge Partner Agencies and New Partner Agencies via invoice. Partner Agencies shall pay invoice within thirty (60) days of the date of the invoice.

Governance Committee shall set any Miscellaneous Rates and Fees annually. Lead Agency shall submit their recommendation for Miscellaneous Rates and Fees at the same time they submit the System Operations Budget (Section 5.3) for approval.

#### 5.2.4 Mutual Aid Agencies

Mutual Aid Agencies are not authorized to use the System for day-to-day communications but are limited to use of the System only when providing emergency assistance to Partner Agencies. As such, Mutual Aid Agencies are not included in the System Operations cost share calculations or System Entry Fees. Mutual Aid Agency equipment and programming costs will be the responsibility of the Mutual Aid Agency.

#### 5.2.4 Sponsored Agencies

The sponsoring Partner Agency is responsible for the costs, rates, and fees of any Sponsored Agency it sponsors on the System, unless otherwise approved by the Governance Committee. System Entry Fees per 5.2.2 above shall not apply to System Subscriber equipment for a Sponsored Agency.

### 5.3 System Operations Budget

The Lead Agency will submit the proposed System Operations Budget for approval to the Governance Committee no later than one hundred and twenty (120) days prior to the beginning of the fiscal year. Governance Committee shall be responsible for approving the System Operation Budget no later than ninety (90) days prior to the fiscal year.

#### 5.3.1 Partner Agency Cost

The Lead Agency shall submit the Partner Agency Cost Share to the Governance Committee along with the System Operations Budget in 5.2 above. The Governance Committee shall be responsible for approving the Partner Agency Cost Share, along with the System Operations Budget.

Partner Agency Cost Share shall be calculated based on the number of Subscriber Units each agency operates on the System as a percentage of the total number of Subscriber Units operating on the System. This will determine the agency's share of the annual System Operations Budget.

#### 5.3.2 Payment Remittance

Partner Agencies are required to remit payments to the Lead Agency for their contribution for use of the System. The Lead Agency shall invoice Partner Agencies quarterly. Lead Agency shall issue invoices no later than thirty (30) days after the beginning of each quarter. Partner Agencies shall pay invoice within thirty (30) days of the date of the invoice.

### 5.4 Year End Settlement

At the end of each fiscal year, the Lead Agency shall submit a financial review with the actual System Operational Costs from the previous fiscal year to the Governance Committee. The findings of the financial review shall be reported in writing to the Partner Agencies on the system. Thereafter, to the extent there have been contributions made by the Partner Agencies which exceed the actual System Operations Costs, the number of said excess contributions shall be deposited into the Reserve Fund (see 5.5), unless the Governance Committee deems otherwise. In the event of a shortfall, each Partner Agency shall be billed its pro-rata share of the shortfall, which shall be paid in the first quarter payment for the next fiscal year following the fiscal year of the shortfall.

### 5.5 Ten-Year Plan

The Governance Committee, in conjunction with the Lead Agency, will be responsible for evaluating and planning for future upgrades. Doing so will ensure the continued structural

integrity of System equipment and Sites and any necessary maintenance or repairs, and allocating for unforeseen events which may lead to additional expenses outside of the standard operational costs. Such items will be defined within a Ten-Year Plan, which will be presented to and approved annually by the Governance Committee.

The Lead Agency shall submit an updated Ten-Year Plan to the Governance Committee annually for review and approval.

## 5.6 Reserve Fund

The Governance Committee shall review and approve a long-term financial plan to ensure funds are available for the System's capital needs as defined in the annually updated Ten-Year Plan, as well as for any unforeseen emergency expenses. A Reserve Fund has been established to ensure adequate funds are available for ongoing maintenance, upgrades, and unforeseen expenses which may arise outside of operational costs.

5.6.1 The Reserve Fund shall be funded in the following manner:

### 5.6.1.1 Contributions by Partner Agencies

The Partner Agencies are responsible for providing funds for deposit to the Reserve Fund. The Lead Agency shall submit the cost of each Partner Agency along with the Fiscal Year Budget described in section 5.3. The Governance Committee shall approve the Reserve Fund contributions as part of the annual budget review and adoption process.

### 5.6.1.2 System Entry Fees

All System Entry Fees collected per 5.2.2 of this Agreement shall be deposited into the Reserve Fund.

### 5.6.1.3 System Operation Budget Surplus

In the event of a System Operation Budget Surplus at the Year-End Settlement, that System Operation Budget Surplus shall be deposited into the Reserve Fund.

## 5.7 System Modification Cost

Any costs associated with System Modifications shall be addressed as outlined in section 4.4 of this agreement.

IN WITNESS WHEREOF, the Partner agencies hereto have set their hands and seals on the date set forth opposite their respective signatures on identical counterparts of this instrument, each which shall for all purposes be deemed an original thereof.

COUNTY OF ORANGE

By: \_\_\_\_\_  
Board of Supervisors

Dated: \_\_\_\_\_

Approved As to Form:

County Counsel

**APPROVED AS TO FORM**  
*[Signature]*  
\_\_\_\_\_  
COUNTY COUNSEL OF  
ORANGE COUNTY, CALIFORNIA

\_\_\_\_\_  
City Clerk

Dated: \_\_\_\_\_

Approved As to Form:

City Attorney

\_\_\_\_\_

CITY OF: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Chairman

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Clerk of the Authority

IN WITNESS WHEREOF, the Partner agencies hereto have set their hands and seals on the date set forth opposite their respective signatures on identical counterparts of this instrument, each which shall for all purposes be deemed an original thereof.

COUNTY OF ORANGE

By: \_\_\_\_\_  
Board of Supervisors

Dated: \_\_\_\_\_

Approved As to Form:  
County Counsel

\_\_\_\_\_

CITY OF: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
City Clerk

Dated: \_\_\_\_\_

Approved As to Form:  
City Attorney

\_\_\_\_\_

By: \_\_\_\_\_  
Chairman

Dated: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of the Authority

ORANGE COUNTY AGENCY

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Authority Counsel

By: \_\_\_\_\_  
Chairman

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Clerk of the Authority

\_\_\_\_\_  
Clerk of the Authority

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Authority Counsel

By: \_\_\_\_\_  
Authority Counsel

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**BYLAWS  
800 MHz GOVERNANCE COMMITTEE**

Page 1

**Article 1**      **Name**

Section 1.      The name of this body is the 800 MHz GOVERNANCE COMMITTEE, hereinafter referred to as the "Governance Committee."

**Article 2.**      **Purpose and Authority**

Section 1.      It is the purpose of the Committee to oversee implementation and operation of the 800 MHz Countywide Coordinated Communications System (the "System"), including Member Agency compliance with payment schedules, addressing operational issues affecting System operation and site development, reviewing and approving conversion, modification and enhancement plans, approving contract pricing changes, resolving disputes between Member Agencies, operational and fiscal matters necessary for the operation and maintenance of the System, and performing any other responsibilities required to implement the Joint Agreement. The Governance Committee shall be responsible for approving the 800 MHz Project System Operations Budget operating and Reserve Fund that are jointly funded by the Parties to the Joint Agreement.

Section 2.      The Governance Committee was established November 23, 2004, and amended June 2, 2015, by the Orange County Board of Supervisors (the "Board") and Parties to the Joint Agreement to facilitate the operation, maintenance and financial management of the 800 MHz CCCS.

Section 3.      This Governance Committee will operate under the revised Board authorization of the re-written Joint Agreement to facilitate the operation, maintenance, and financial management of the 800 MHz CCCS established on \_\_\_\_\_

**Article 3.**      **General Operating Mandated Regulations and Statutes**

Section 1.      The Governance Committee must adhere to all local, state and federal regulations and statutes that may, from time to time, apply.

Section 2.      The Committee shall be subject to the provisions of The Brown Act (commencing with Section 54950 of the Government Code) relating to public meetings of local governmental advisory boards.

Section 3.      The Governance Committee must comply with the County's non-discrimination and zero tolerance sexual harassment policies.

Section 4.      The Governance Committee must comply with the County's Code of Ethics, which outlines the County's clear expectations for behavior in relation to the members' duties as public servants.

**BYLAWS  
800 MHz GOVERNANCE COMMITTEE**

Page 2

Section 5. The Governance Committee shall operate strictly within its designated purpose.

**Article 4. Membership and Term of Office**

Section 1. Appointment. The Committee shall be comprised of nine (9) members, as identified below, and will also be responsible for coordinating with their appropriate associations/agencies on issues involving the appropriate Governing Authorities approvals:

- Four City Managers appointed by the Orange County City Managers' Association
- County Executive Officer, County of Orange, or Designee
- Sheriff-Coroner, or Designee
- Orange County Public Works Resources and Development Management Department Director, or Designee
- Orange County Chief of Police & Sheriffs Association (OCCOPSA) Executive Director, or Designee
- Orange County Fire Chiefs Association (OCFCA) Fire Chief or Designee

Each member must designate and name an alternate as a voting member if member cannot attend.

Section 2. Terms. Committee members shall be appointed for a two (2) year term. Members may serve for multiple additional two (2) year terms upon reappointment to each new term in accordance with Article 4, Section 1 above.

Section 3. Removal. The Governance Committee, by majority vote, may remove members of the Committee any time without cause. In addition, if a committee member misses three (3) consecutive Governance Committee meetings (whether regular or special meetings), said Governance Committee member will be deemed automatically removed without further Governance Committee action.

Section 4. Vacancies. A vacancy on the Governance Committee shall be filled by majority vote of the Governance Committee in accordance with Article 4, Section 1 above. Such vacancy should, if possible, be filled within 30 days of vacancy.

**Article 5. Meetings**

Section 1. Regular meetings shall be held on a quarterly basis. Governance Committee meetings shall be fixed on the first month of each quarter (January, April, July, and

**BYLAWS**  
**800 MHz GOVERNANCE COMMITTEE**

Page 3

October) on the fourth Wednesday at 1:30 PM unless a majority of the Committee members determine that an alternate fixed meeting day and time within the designated months is required to maximize member attendance. At least 72-hours prior to a regular meeting, an agenda shall be posted that contains a brief general description of each item to be covered in the meeting.

Section 2. Special meetings may be held on 24-hour public notice, including a binding agenda with brief general description of items to be covered at the meeting. Any special meeting notice must be publicly posted in accordance with all applicable laws and must be received by Committee members at least 24 hours in advance (Government Code Section 54956).

Section 3 A majority five (5) of the members shall constitute a quorum to conduct business.

Section 4. Only Governance Committee members may vote on items on the Agenda and each member may have only one vote.

Section 5. Governance Committee meetings may be rescheduled or canceled in accordance with the Brown Act. Orange County Sheriff Technology staff shall act as the Clerk of the Board for meeting rescheduling purposes.

**Article 6. Officers**

Section 1. The officers shall consist of a Chairperson and Vice Chairperson. The elected Chairperson shall conduct the meetings.

Section 2. The elected Vice Chairperson shall conduct regular Governance Committee meetings in the absence of the Chairperson; and do everything necessary to assist the Chairperson in related duties. In the event that both the Chairperson and the Vice Chairperson are absent from the same committee meeting, the remaining Governance Committee members present may appoint one of them to be the Chairperson for that meeting.

Section 3. Elections for Chairperson and Vice Chairperson shall be conducted by the full Governance Committee and shall occur in April of each year. The Chairperson shall call for nominations from the Governance Committee members and the Chairperson will initiate a vote. A majority vote of the Committee members present is required for each candidate to be elected as Chairperson and Vice Chairperson.

**Article 7. Staffing**

Section 1. Orange County Sheriff Technology staff secretary will provide secretarial support to the Governance Committee. Orange County Sheriff Technology staff secretary shall prepare and publish the Committee's agenda for each meeting. Orange County

**BYLAWS  
800 MHz GOVERNANCE COMMITTEE**

Sheriff Technology staff shall call for attendance at the beginning of each meeting, keep the minutes, and perform other clerical duties as appropriate to the position. He/she shall retain the attendance records including the minutes.

**Article 8. Compensation**

Section 1. Governance Committee members shall receive no compensation for their service.

**Article 9. Amendments, Review, Dissolution and Effective Date**

Section 1. This Committee will operate as established by the Board of Supervisors on November 23, 2004 and revised by the Board of Supervisors in \_\_\_\_\_, 2021

Section 2. These Bylaws shall supersede all previous Bylaws and shall become effective on upon the approval of the Board of Supervisors.

Section 3. These Bylaws shall remain in effect until amended, revised or terminated by the Board of Supervisors and Parties to the Joint Agreement.

Section 4. The Board of Supervisors and Parties to the Joint Agreement may make amendments to the Bylaws at any time.

Section 5. This Governance Committee can be terminated at any time, without cause, by action of the Board of Supervisors and Parties to the Joint Agreement.



Project No:  
Project Name:  
Project Location:

**NEW PARTNER AGENCY RIDER TO JOINT AGREEMENT FOR THE  
OPERATION, MAINTENANCE AND FINANCIAL MANAGEMENT OF  
THE ORANGE COUNTY 800 MEGAHERTZ COUNTYWIDE  
COORDINATED COMMUNICATIONS SYSTEM**

This New Partner Agency Rider (“NPA Rider”) is entered into on \_\_\_\_\_, (“Effective Date”), by and between \_\_\_\_\_ (hereinafter referred to as “NEW PARTNER AGENCY”) and the Orange County 800 Megahertz Countywide Coordinated Communications System Governance Committee (hereinafter referred to as “GOVERNANCE COMMITTEE”). For the purposes of this agreement, the GOVERNANCE COMMITTEE represents the Partners (hereinafter referred to as “JOINT AGREEMENT PARTNERS”) of the Joint Agreement for the Operation, Maintenance and Financial Management of the Orange County 800 Megahertz Countywide Coordination Communications System (hereinafter referred to as “JOINT AGREEMENT”) (Section 1.4.1 of the JOINT AGREEMENT). GOVERNANCE COMMITTEE and NEW PARTNER AGENCY may be referred to individually herein as a “Partner” or collectively as the “Partners.”

**RECITALS**

- I. WHEREAS, JOINT AGREEMENT PARTNERS entered into the JOINT AGREEMENT in 2020; and,
- II. WHEREAS, NEW PARTNER AGENCY, executed a copy of the JOINT AGREEMENT in accordance with Section 3.2.1 of the JOINT AGREEMENT on \_\_\_\_\_; and,
- III. WHEREAS, NEW PARTNER AGENCY executed a copy of the New Partner Agency Agreement per Section 3.2.1 of the JOINT AGREEMENT on \_\_\_\_\_; and,
- IV. WHEREAS, Section 2.1, “Governance Committee Authority”, and Section 3.2.1, “Adding New Partner Agencies”, of the JOINT AGREEMENT grants the GOVERNANCE COMMITTEE the authority to enter into a separate agreement with NEW PARTNER AGENCY to establish additional terms, conditions, and costs for entry into the Countywide Coordinated Communications System (the “CCCS”); and,
- V. WHEREAS, the JOINT AGREEMENT in Section 1.4 “Liability” provides for indemnification only between those Partners listed in Exhibit A of the JOINT AGREEMENT (and would not include NEW PARTNER AGENCY); and,
- VI. WHEREAS, Section 1.4.1 of the JOINT AGREEMENT, “New Agency Liability Rider”, grants the GOVERNANCE COMMITTEE the authority to enter into a Liability Rider that shall, for all intents and purposes, make the NEW PARTNER AGENCY, a Partner in Section 1.4.

VII. WHEREAS, the GOVERNANCE COMMITTEE and NEW PARTNER AGENCY now desire to enter into a separate agreement (this NPA Rider) to establish additional terms and conditions by including NEW PARTNER AGENCY in the indemnity provision of the JOINT AGREEMENT per Section 1.4;

NOW THEREFORE, in consideration of the Recitals above, the receipt of which the Partners acknowledge herein, and which are incorporated herein by this reference, and the mutual covenants and agreements hereinafter contained, the GOVERNANCE COMMITTEE and NEW PARTNER AGENCY do hereby agree as follows:

**A. NEW PARTNER AGENCY LIABILITY.**

NEW PARTNER AGENCY shall now be included as a Partner as stated in Section 1.4 of the JOINT AGREEMENT.

Except as otherwise expressly set forth herein, all terms and conditions contained in the JOINT AGREEMENT, including any amendments/modifications, are hereby incorporated herein by this reference as if fully set forth herein and shall remain in full force and effect.

THE REMAINDER OF THIS PAGE WAS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Partners have executed this New Partner Agency Rider on the day and year first written above.

GOVERNANCE COMMITTEE

NEW PARTNER AGENCY

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**A. LEGACY PARTNER AGENCIES – Partner Agencies that financially contributed to the previous System Upgrade:**

Aliso Viejo, Anaheim, Brea, Buena Park, Costa Mesa, Cypress, Dana Point, Fountain Valley, Fullerton, Garden Grove, Huntington Beach, Irvine, La Habra, La Palma, Laguna Beach, Laguna Hills, Laguna Niguel, Laguna Woods, Lake Forest, Los Alamitos, Metronet, Mission Viejo, Newport Beach, Orange, Placentia, Rancho Santa Margarita, San Clemente, San Juan Capistrano, Santa Ana, Seal Beach, Stanton, Tustin, Villa Park, West-Comm, Westminster, Yorba Linda, Orange County Fire Authority, CEO, District Attorney, Health Care Agency, John Wayne Airport, Animal Control, OC Lifeguard, OC Parks, OC Waste & Recycling, OC Public Works, Probation, OC Sheriff, Social Services Agency, Orange County Transportation District, Irvine Valley College Police, Santa Ana Unified School District Police, Saddleback College Police

**B. MUTUAL AID AGENCIES**

ATF, CA State Parks, California Corrections & Rehabilitation, CHP, Downey Fire, Lake Mission Viejo LG, Loaners, Long Beach Fire, Long Beach PD, Los Alamitos Armed Forces Reserve, LA County Fire, LA Sheriff, San Diego Sheriff Aviation, Santa Fe Springs Fire, Signal Hill PD, DOJ, UCI Irvine, US Marshals, USMC Camp Pendleton Fire

**COUNTY OF ORANGE  
CALIFORNIA**

**800 MHz CCCS**  
(Countywide Coordinate Communications System)

**STANDARD OPERATING PROCEDURES**



**PREPARED AND DISTRIBUTED  
BY:**

**ORANGE COUNTY  
LEAD AGENCY**

**January 2021**

## Table of Contents

January 2021 .....	1
<b>1.0 INTRODUCTION .....</b>	<b>4</b>
<b>2.0 PURPOSE .....</b>	<b>4</b>
<b>2.1 Governance.....</b>	<b>4</b>
<b>2.2 Users Group.....</b>	<b>5</b>
<b>2.3 800 MHz CCCS Radio System.....</b>	<b>5</b>
<b>2.4 Eligible Users.....</b>	<b>5</b>
<b>2.5 Acceptable Usage/Radio Discipline.....</b>	<b>5</b>
<b>3.0 SCOPE .....</b>	<b>6</b>
<b>3.1 SOP Approval .....</b>	<b>6</b>
<b>3.2 SOP Change Process.....</b>	<b>6</b>
<b>4.0 RADIO SYSTEM MANAGEMENT .....</b>	<b>7</b>
<b>4.1 Radio System Architecture .....</b>	<b>7</b>
<b>4.2 Radio System Management.....</b>	<b>8</b>
<b>4.3 Network Management.....</b>	<b>9</b>
<b>4.4 Advanced System Keys.....</b>	<b>10</b>
<b>4.5 Database Management .....</b>	<b>11</b>
<b>4.6 Subscriber Radio Inventory/Fleetmap.....</b>	<b>12</b>
<b>4.7 Lost or Stolen Radio Notifications .....</b>	<b>12</b>
<b>4.8 System Management Access.....</b>	<b>13</b>
<b>4.9 Requesting System Access .....</b>	<b>14</b>
<b>4.10 Alias List Standards.....</b>	<b>15</b>
<b>4.11 Member Agency Operational Policy Changes .....</b>	<b>15</b>
<b>4.12 Infrastructure Equipment Standards.....</b>	<b>16</b>
<b>4.13 Subscriber Equipment Standards.....</b>	<b>18</b>
<b>4.14 System Administrator Standards.....</b>	<b>18</b>
<b>4.15 Dispatch Center Personnel Training.....</b>	<b>19</b>
<b>4.16 Incident / Tactical Dispatcher Training.....</b>	<b>20</b>
<b>4.17 Radio (Subscriber) User Training.....</b>	<b>21</b>
<b>4.18 Interoperability and non-CCCS Radio Users .....</b>	<b>22</b>
<b>4.19 System Upgrade Notification .....</b>	<b>23</b>

4.20	In-building Coverage (Bi-Directional Amplifiers)	23
4.21	Aircraft Radio Installations and Operation	24
4.22	In-building Coverage	26
5.0	CONFIGURATIONS AND ALLOCATION	27
5.1	Zone and Talkgroup Naming Standards	27
5.2	Radio IUID Allocation	28
5.3	Fleetmap Standards	28
5.4	Subscriber Template Management	30
5.5	Talkgroup Assignments	31
5.6	Talkgroup Sharing	32
5.7	Talkgroup and Radio User Priorities	33
5.9	Failsoft Assignments	33
5.10	Scanning	34
5.11	Emergency Button	35
5.12	Encryption	36
6.0	INTEROPERABILITY STANDARDS	37
6.1	Interoperable Communications Requirements	37
6.2	Radio Console Patching of Talkgroups/Channels	38
6.3	Use of the Statewide and National Interoperability Channels	40
6.4	Control Station Usage on Interoperability Channels	41
6.5	Required Monitoring of Interoperability Channels	43
7.0	MAINTENANCE RESPONSIBILITIES	43
7.1	System Maintenance	43
7.3	Maintenance / Repair Notifications	45
7.4	System Coverage	47
7.5	Repair Parts Inventory	48
7.6	Disaster Recovery	48
8.0	SITE AND SYSTEM SECURITY	49
8.1	Site Security	49
8.2	Network Operational Security	50
8.3	Software, Firmware and Document Security	51
9.0	APPENDIX	52

<b>9.1 Lead Agency Contact Information .....</b>	<b>52</b>
<b>9.2 Glossary – Definitions and Acronyms .....</b>	<b>53</b>

## **1.0 INTRODUCTION**

The 800 MHz Countywide Coordinated Communications System (CCCS) Standard Operating Procedures (SOP) provides National Incident Management System (NIMS) compliant procedures that are applicable to multi-agency, multi-discipline, all-hazard responses throughout the County of Orange. This SOP ensures consistent protocols and formalizes the operation and usage of the 800 MHz Radio System (System). This SOP will be utilized by CCCS emergency response and support personnel, communications operational and technical personnel, local/State/Federal government representatives, non-governmental organizations, and other System users as authorized by 800 MHz CCCS Governance Committee.

All System users shall comply with this SOP.

## **2.0 PURPOSE**

The System is an 800 MHz trunked simulcast radio communications system designed to meet the needs of Orange County law enforcement, fire, lifeguard and public works responders and any other authorized users who are supporting these services.

This SOP addresses procedural and operational aspects of the System to include:

- Operational guidelines.
- Technology specifications and requirements.
- Usage guidelines.
- Training and exercises.
- Maintenance and repair.

## **2.1 Governance**

The CCCS is governed by the 800 MHz CCCS Governance Committee which was established November 23, 2004 and amended June 2, 2015, by the Orange County Board of Supervisors and Parties to the Joint Agreement to facilitate the operation, maintenance and financial management of the 800 MHz CCCS. The Governance Committee is comprised of nine members including four City Managers, and designees from the County Executive Officer, Sheriff-Coroner, Public Works Director, Orange County Chiefs' of Police & Sheriff's Association and Orange County Fire Chiefs Association. The Governance Committee responsibilities include the establishment and enforcement of these Standard Operating Procedures.

Additional information on the 800 MHz CCCS Governance Committee membership and responsibilities are documented in the 800 MHz CCCS Governance Committee Bylaws.

## **2.2 Users Group**

The 800 MHz CCCS Users Group meetings occur once each quarter. The Users Group meetings allow for the sharing of information from the Lead Agency (Orange County Sheriff's Department Technology Division) regarding the System operations and any upgrade or enhancement projects proposed or in progress. These meetings also allow for Partner Agencies to discuss current concerns or provide input regarding future enhancements. All Partner Agencies are welcome to participate in the quarterly 800 MHz Users Group meetings.

## **2.3 800 MHz CCCS Radio System**

The 800 MHz CCCS Radio System (System) is an advanced digital radio communications system built to the Association of Public-Safety Communications Officials (APCO) Project 25 (P25) digital radio standards. The System utilizes radio frequencies in the 800 MHz radio spectrum under the rules and regulations of the Federal Communications Commission (FCC). The System consists of the following major components:

- Radio Communications sites located throughout the County (towers, equipment shelters, generators & site security).
- Radio infrastructure (transmitters, receivers, combiners, antennas, etc).
- Radio spectrum in the 800 MHz frequency band and microwave radio frequency spectrum.
- Microwave radio links between the radio sites and the Loma Ridge Master Site.
- Subscriber Units (mobile radios, portable radios, control stations, dispatch consoles).
- System Watch Network Operations Center (NOC).

The System is designed to provide 95% portable radio coverage, 95% of the time within the Orange County operating area.

## **2.4 Eligible Users**

The primary purpose for the System is to support Orange County public-safety and local government agencies' day-to-day operations by providing dependable, interoperable radio communication. Orange County public safety and local government agencies as well as applicable State and Federal government agencies may be eligible for access to the System. System access will be determined by the 800 MHz CCCS Governance Committee in compliance with the 800 MHz CCCS Joint Agreement and with consideration of System capacity.

## **2.5 Acceptable Usage/Radio Discipline**

All System users shall follow these policies.

The System is to be used for day-to-day operations, emergency response calls, incidents, missions and disasters. The System may also be utilized for planned events, training and exercises with consideration of channel capacity and available talkgroups.

This policy clearly defines the discipline for agencies and individuals to follow when using radios on the System. Each Agency is responsible for ensuring their users adhere to proper radio discipline.

Misuse of the System shall be reported to the Lead Agency Director to handle directly with the Department Head of the agency involved. The reporting party's contact information should be provided in the notification. No profanity, playing music, personal conversations or activities not directly related to agency business will be permitted on the System.

All agencies and individuals shall utilize these communications resources professionally and keep radio conversations as concise as possible.

All agencies and individuals utilizing the System must abide by all FCC regulations as stated in Title 47 Part 90 Land Mobile Communications.

### **3.0 SCOPE**

This SOP applies to the operational, technical and usage aspects of the System. It is therefore applicable to any user of the System, and applies to government agencies at the local, County, State and Federal levels, as well as authorized non-government users.

#### **3.1 SOP Approval**

This SOP and subsequent revisions require approval of the 800 MHz CCCS Governance Committee after review by the Lead Agency.

#### **3.2 SOP Change Process**

##### **Annual Review Requirement**

The SOP will be reviewed on an annual basis to assess the need for updates or revisions. The Lead Agency Director or designee will be assigned the task of reviewing the SOP, identifying applicable updates, and submitting a draft of the revised SOP for Governance Committee approval.

##### **Operational Context**

The 800 MHz CCCS Governance Committee is charged with approving standards, protocols and procedures for optimal operations between and among the users of the System.

##### **Submitting Change Requests**

Requests to delete, add, and/or change adopted standards, policies and/or procedures may be submitted in writing to the Governance Committee at any time. If the requested change is time critical, the Governance Committee may direct a request for immediate consideration to the Lead Agency Director.

##### **Change Request Contents**

A written request for any change to the SOP submitted to the Governance Committee shall include:

- A full description of the deletion, addition, or change including section and subsection references.
- The reason for the change (including the potential consequences if the request is not approved).

- A preliminary assessment of impact on other System users and an estimate of associated costs, if any.

The Governance Committee may direct the Lead Agency Director to conduct an assessment to address:

- Technical impact to current and future System performance including which system or subsystems will be or may be affected.
- Operational impact to current and future system performance including effects on System capacity and determination of those systems or subsystems that will be or may be affected.
- Degree of conformance with Governance Committee approved plans and standards.
- Cost impact to current participants.
- Potential alternatives.

The Lead Agency Director shall forward the completed assessment to the Governance Committee along with recommendations including strategies to mitigate negative impacts, if appropriate.

The Governance Committee shall notify all agencies of all requests along with potential impact and invite their comments.

The Governance Committee will approve, deny, or modify the requested SOP change.

If approved, the Governance Committee will incorporate the applicable SOP modifications and inform System users.

### **Management of Change Process**

The Governance Committee Chair will manage this process.

## **4.0 RADIO SYSTEM MANAGEMENT**

### **4.1 Radio System Architecture**

The System is an advanced digital radio communications system built to the Association of Public-Safety Communications Officials (APCO) Project 25 (P25) digital radio standards. The P25 System is a standards based system, and different vendor subscriber radios may be able to access and use it. Due to manufacturer differences outside of the defined P25 standard, not all manufacturer radio features may work with the System. Some radios may interact differently with the existing infrastructure and can potentially exhibit undesirable operational characteristics.

As a result, the following procedures must be followed:

- All manufacturer's radios must be tested and approved by the Lead Agency prior to being used on the System.
- A listing of tested and approved radio models will be maintained by the Lead Agency.

### **Operational Context**

The System is dedicated primarily to public safety agencies, the agencies that support public safety and public utility and service agencies.

### **Protocol / Standard**

The System utilizes the APCO Project 25 Phase 1 digital radio standard for the voice and control channels. The microwave radio system is a digital system that adheres to Telecommunications Industry Association (TIA) / Electronic Industry Alliance (EIA) standards.

## **4.2 Radio System Management**

The Lead Agency is responsible for System administration and the day-to-day management, operation and oversight of the System and for the maintenance of this SOP. While their specific duties are not detailed in this document, their general duties include:

- Monitoring the System and components for normal operations.
- Diagnosing System performance, problems, and developing corrective action recommendations.
- Dispatching appropriate repair services in the event of a malfunction of System equipment.
- Managing the database elements, including subscriber IDs, talkgroup IDs, and the various parameters that relate to their effective operation.
- Working with all agencies and their technical staff to diagnose and resolve problems that involve radio operations, maintenance or repair of the equipment.
- Serving as the point of contact (POC) with equipment manufacturers for issues related to the radio System.
- Providing timely information to System users on issues that arise, or repair/maintenance issues related to System equipment that would affect normal radio operations.
- Monitoring System databases for normal operations and conducting regular database backups.
- Programming of all subscriber radios and dispatch consoles with System access.
- Encryption management including managing and maintaining encryption keyloaders.

The Lead Agency makes decisions on issues related to the day-to-day operation of the System and addresses urgent or emergency operational, maintenance, or repair decisions.

An urgent or emergency situation is one where immediate decision authority is needed to allow the System as a whole, or any of the subsystem components, to continue supporting normal wide-area voice communications services. It is recognized that Lead Agency may have to obtain authorizations from the CCCS Governance Committee to make longer-term or non-emergency capital or repair expenditure decisions.

Due to the complexity and distributed administration and maintenance of the System, problems can typically occur when changes are made to hardware or software. In order to keep all System users informed of any updates, notifications will be sent to all dispatch centers and designated User Agency contacts when the following actions occur:

- Planned maintenance work is being performed on the System that will impact performance or System operations
- Equipment malfunctions or failures that affect System performance or operation
- Configuration changes in equipment or software by any user agency that may impact operations of any other agency

### **4.3 Network Management**

#### **Purpose or Objective**

Defines the responsibilities for network management.

#### **Technical Background**

The System is comprised of, but not limited to, channel banks, hubs, switches, routers, servers, local area networks, and wide area network links connecting sites together. The network sites are interconnected by usage of microwave radio equipment, fiber, Ethernet or telecom T1 circuits. The radio network is monitored with network management tools provided by the equipment manufacturers and/or other vendors.

The radio System architecture is primarily constructed around the APCO Project 25 standard. The microwave system is composed of industry standard equipment, which also provides flexibility and a large variety of management and diagnostic tools.

The System network is complex. Unusual problems may be difficult to identify and resolve. System documentation shall be kept up to date or it will lose its value in supporting the System network.

The System is protected from all other agency data networks to manage the security and functionality of the System. If there is a connection to another data network, it shall be through a manufacturer specified and configured firewall, and approved by the Lead Agency.

#### **Operational Context**

The components of the System are considered as "owned" by the Partnership with responsibility for maintenance of the sites and equipment delegated to the Lead Agency by the authority of the 800 MHz CCCS Governance Committee and the 800 MHz CCCS Joint Agreement. Any required maintenance contractor agreements will be negotiated by the Lead Agency and presented to the 800 MHz CCCS Governance Committee for approval.

The backbone of the System is structured on an integrated network. Any infrastructure hardware and software upgrades or changes that may impact the System require reasonable discussion, approval and oversight by the Lead Agency, and the 800 MHz CCCS Governance Committee.

All maintenance work being scheduled that may affect System performance is preceded by reasonable and appropriate notification to the user agencies.

The configurations for each of the components of the System are documented primarily for the purpose of maintenance, but also affect future planning. The manufacturer provides the original 'as-built' documentation.

The other defined standards for maintenance, documentation, notification, changes, security, and training also pertain to the network portion of the System.

#### **Procedure**

The methods for performing detailed System operations are defined in the technical resource manuals and training documentation for the System. The technical resource manuals are classified as 'Restricted Information' and are not available to the general public except by formal written request approved by the 800 MHz CCCS Governance Committee, the Lead Agency and County Counsel.

#### **Management**

The Lead Agency is responsible for managing the System network.

### **4.4 Advanced System Keys**

#### **Purpose or Objective**

To outline the procedures for the production, and usage of both the Software and Advanced System Keys (ASK) for the System.

#### **Technical Background**

A system key allows for the programming of a radio for use on the System and is used to maintain System security. The System key keeps unauthorized units from gaining access to the System. Most radio equipment manufacturers provide a software based system key unique to each trunked radio system. The System key is required for a radio (subscriber unit) to be programmed so that the radio can be recognized by the System and the user can access the System.

#### **Operational Context**

The Lead Agency will maintain and safeguard all Master ASKs, regardless of manufacturer and is responsible for the production and issuing of all secondary keys to authorized users. Manufacturers' radios that do not require a system key will not be approved for operation on the System.

An agency using subscriber radios other than the System manufacturer (Motorola) must acquire and provide to the Lead Agency the manufacturer's Master ASK for the 800 MHz System and all necessary software and key hardware to program secondary keys as needed.

The safeguarding of these keys is paramount and should at all times be treated as restricted, public safety sensitive information with access closely guarded.

#### **Management**

The Lead Agency Director is responsible for maintaining the security of and access to the System keys.

#### **4.5 Database Management**

##### **Purpose or Objective**

Defines the aspects and assignment of responsibilities for managing the System's databases.

##### **Technical Background**

The management of the System and subsystem databases is assigned to Lead Agency staff with responsibility for the various aspects of the System operations.

The databases contain information for the System and subsystems defining the operational characteristics of:

- Subscriber Radios
- Radio Users
- Talkgroups
- Profiles for Radio Users and Talkgroups
- System portion of the fleet map programming
- System and Subsystem equipment operational parameters
- Security Group structures
- Login User accounts and privileges

The databases contain the operational personality of the entire System. Because of this critical function, the data must be properly managed for System functionality and archived regularly in case of data loss or corruption.

##### **Operational Context**

The System databases are partitioned to facilitate the distributed management of the data contained in them. The database management responsibilities of the Lead Agency include the following:

- The Lead Agency is responsible for maintaining and archiving copies of all radio codeplug data and System databases.
- Database backups are made once per week and are stored "off-site" on a backed-up server in the event of a disaster.
- Database restoration will be performed by trained technical staff and only in the event of System software reloading and version changes, System database corruption, or as defined in the Disaster Recovery Plan.
- Database restoration is performed when a non-critical condition exists and if approved by the Lead Agency Director.
- The Lead Agency notifies agencies of any database issues that adversely impact their normal operations.

##### **Procedure**

The methods for performing the database operations are defined in the manufacturer's technical resource manuals. The technical resource manuals are classified as 'Restricted Information' and are not available to the general public except by formal written request to the Lead Agency.

The procedure for this standard is at the discretion of the Lead Agency.

### **Management**

The Lead Agency is responsible for managing the data attributes and is responsible for backing up the System databases.

## **4.6 Subscriber Radio Inventory/Fleetmap**

### **Purpose or Objective**

Establishes the policy to ensure all radios activated on the System are properly accounted for, assigned, and managed.

### **Technical Background**

Each radio operating on the System must be assigned a unique 7-digit IUID number allowing the radio to affiliate and communicate on the System. The System's controller provides individual access to the System for each assigned radio.

### **Operational Context**

The Lead Agency manages the subscriber radio inventory and is responsible for assigning and tracking all IUID numbers. Each 7-digit IUID number can only be used with an individual radio and shall not be duplicated or "cloned" to another radio.

IUID management and subscriber radio inventory are critical to the operational integrity of the System. Accurate subscriber radio inventory is also important as this is the basis for the equitable distribution of the costs associated with System operations and maintenance.

### **Protocol / Standard**

The Lead Agency is the only authorized source for IUID assignment and subscriber radio programming. The Lead Agency establishes and maintains the Fleetmap Inventory database and conducts annual inventory verification with each Partner Agency. This annual inventory is also provided to Lead Agency Financial for use in the various budget and billing calculations for Partner Agencies.

### **Management**

The Lead Agency is responsible for IUID issuance and management of the subscriber radio inventory/Fleetmap.

## **4.7 Lost or Stolen Radio Notifications**

### **Purpose or Objective**

Establishes the policy to ensure the System's operational integrity and security by providing users with a procedure for reacting to incidents of missing, lost or stolen radio units.

Each agency shall develop internal guidelines for dealing with incidents of lost, stolen or missing radio equipment, to include notification to the Lead Agency.

### **Technical Background**

The System's controller provides individual access to the System for each assigned radio. The controller provides the ability to disable the radio altogether with the 'inhibit' feature.

The target radio must be turned on and affiliated with the System for the actions to be processed. If the target radio is not active, the requested action can be put into the passive mode. When the target radio does attempt to affiliate with the System, the pending action is initiated.

### **Operational Context**

All agencies are required to make immediate notification to the Lead Agency upon receiving information, notification, or recognition that an assigned radio is misplaced, lost or stolen. Delay in providing notification could result in unauthorized persons causing interference and/or receiving confidential information.

### **Protocol/Standard**

The Lead Agency shall be immediately notified of the situation by a phone call and submission of a Lost/Stolen Radio Report Form.

The request to inhibit a lost/stolen radio must be specified on the Lost/Stolen Radio Report and must be accompanied by a copy of the Police report.

Lost and stolen radio information will be passed on to user agencies and local radio shops in case the radio is located or turned in.

The Lead Agency will invoice the agency for the replacement cost of the radio if owned by the Lead Agency (ie., a loan pool radio).

### **Management**

The Lead Agency is responsible for managing this policy.

## **4.8 System Management Access**

### **Purpose or Objective**

Defines the types and areas of individual access to the management functions of the System.

### **Technical Background**

Every login user of the System has a minimum of one login account and possibly more if multiple levels of access rights are needed for different purposes, such as administrative or general use. Every account can be individually set with the security and application rights needed to meet the needs of each user. All user account IDs shall be unique as the System's

databases do not permit the use of duplicate IDs. The user login aliases are limited to a specific length.

### **Operational Context**

Personnel who log into the systems to use management applications and support tools are referred to as "Login Users". These are technical support staff such as the System Manager, administrators, technicians, etc. This is different than "Radio User" as referred to in other standards. Every user's login ID on the system is unique. Every login user of the System has a user ID that is only for that specific agency's or individual's use. Based on the types of access required an individual may need more than one login ID.

The types of access fall into the following areas:

- System Management
- Infrastructure Maintenance
- Subscriber Administration
- Dispatch Management
- Asset Management

The areas of access are based on the physical locations of the equipment and individual need.

Access to System, Network, and Asset Management terminals will be limited to Lead Agency staff and approved vendors.

Lead Agency may review personnel with System access at any time to ensure that only the appropriate levels of access have been granted based on their currently assigned business needs.

### **Protocol**

Each Login User account must be requested from and approved by the Lead Agency Director. The account will be assigned a login name and access level based on the requirements of the request. Access will be immediately rescinded for any unauthorized actions or change of employment status.

### **Management**

The Lead Agency is responsible for the creation of administrative accounts, designating the areas of access allowed for each account, and the review of access granted.

## **4.9 Requesting System Access**

### **Purpose or Objective**

To establish the procedure for an eligible agency to apply to participate on the 800 MHz CCCS.

### **Operational Context**

The 800 MHz CCCS Governance Committee has determined the requirements and procedure for potential new applicants desiring access to the 800 MHz CCCS. Those procedures are documented in the 800 MHz CCCS Joint Agreement.

**Management**

The Lead Agency Director is responsible for managing the process of potential new System User applications in accordance with protocols established by the Governance Committee and documented in the 800 MHz CCCS Joint Agreement.

**4.10 Alias List Standards****Purpose or Objective**

To establish a standard for the use of Subscriber alias for identifying radio users.

**Operational Context**

An alias is a common alphanumeric name used to identify a radio, talkgroup, site, etc. rather than referencing the assigned 7-digit IUID number.

The Lead Agency does not maintain alias names for Partner Agencies.

Each Partner Agency shall maintain their own alias database and their alias names will only appear on their local dispatch consoles and subscriber radios.

**Management**

Each User Agency is responsible for establishing and maintaining any alias lists used by that agency.

**4.11 Member Agency Operational Policy Changes****Purpose or Objective**

Defines a process to mitigate negative impact to this SOP, other Member Agencies or the overall operation of the System when Member Agencies make changes to their individual Agency operational policies.

**Operational Context**

The 800 MHz CCCS Governance Committee is charged with approving standards and determining protocols and procedures for optimal operations between and among the users of the System.

Member Agency operational policies must not be contrary to this established SOP nor should they knowingly impact other Member Agencies in a negative manner. There will be occasions or incidents that might result in the need for a Member Agency to make changes to their operational policies. Member Agencies must ensure that any change made to their internal operational policies harmonizes with the established SOP and fellow Member Agencies.

**Protocol**

Member Agencies are expected to understand the potential for their policies to impact other Agencies on an integrated communications system. As a result, any Member Agency planning to make changes to their operational policy must take into account the impact on the System. If the operational policy change is likely to have an impact on the System and/or on other

Member Agencies, or, if it is unknown whether the change will have such an impact, the Agency planning to make the change shall submit the planned policy change in writing to the Lead Agency for evaluation.

The Lead Agency will address Member Agency policy change notices with respect to their impact on the System and other Agencies. The Lead Agency will inform the Governance Committee Chair of the decision regarding the policy change if it is determined that the change will impact the System or other Member Agencies.

A written notice of any planned operational policy change submitted to the Lead Agency shall include:

- Description of the policy being changed
- Reason for the planned policy change (including the potential consequences if the request is not approved)
- Preliminary assessment of impact to other System users, and an estimate of any associated costs to implement the request

An assessment shall be conducted by the Lead Agency technical and management staff and shall address:

- Technical impact to the current and future System performance including which systems or subsystems are affected
- Operational impact including capacity impact to current and future System performance
- The degree of conformance with established policies and standards
- Cost impact to current participants
- Potential alternative solutions

The Lead Agency Director shall forward the completed assessment to the requesting Member Agency along with recommendations including ways to mitigate negative impact where applicable. If the assessment reveals a negative impact to the System or to other Member Agencies, the Lead Agency will advise the requesting Agency against enacting the change. The requesting Agency may appeal the decision to the Governance Committee for resolution if desired.

The Governance Committee shall then review the requested policy change and approve, deny or modify the request. If approved or modified, the Governance Committee shall set forth operational and/or financial responsibility as appropriate and notify all affected parties of the decision.

### **Management**

The Lead Agency Director, acting on behalf of the Governance Committee, shall manage this process.

## **4.12 Infrastructure Equipment Standards**

### **Purpose or Objective**

Sets the minimum technical and performance standards for infrastructure equipment operating on or interfacing with the System and establishes a policy preventing premature obsolescence of the same.

### **Technical Background**

The 800 MHz CCCS is an APCO P25 standards-based System constructed by Motorola Solutions, Inc. It consists of radio communications sites utilizing 800 MHz radio spectrum. The Master Site is located at the Loma Ridge Facility where the Lead Agency Radio Microwave Unit is collocated along with the County Emergency Operations Center and the OCSD PSAP/Dispatch Center. Microwave links between the Master Site and the radio sites utilize redundant methods in the construction of the System to provide for a public safety grade of service.

Vendors' equipment often utilizes different operating software and may interact differently with the existing infrastructure which can potentially exhibit undesirable operational characteristics.

It is also possible that new, untested radios, equipment and/or software can exhibit performance and functionality characteristics that are destructive to the performance, capacity and/or security of the System.

### **Operational Context**

Participants desiring to connect or interface with the System any type of fixed equipment such as a radio or console product must receive approval from the Lead Agency. Prior to approval, the System manufacturer must prove equipment compatibility. All equipment must be installed in compliance with all rules, regulations and codes applicable to its operation and location. Industry accepted radio site installation and equipment grounding practices, such as R56 or approved equivalent in effect at the time of installation, shall be used.

### **Protocol**

To ensure the reliability of the System, all infrastructure equipment directly interfaced with the System's core must maintain the same level of software revision.

Requests shall be submitted in writing to the Lead Agency signed by the requesting agency director or department head.

### **Procedure**

The request shall provide an outline of plans the requesting agency has developed for equipment integration. The written request shall indicate the name and contact information for the person designated to lead the project.

The Lead Agency Director will review the request and make the final decision.

If a technical use plan is already in place, the agency shall submit the plan to the Lead Agency for review to ensure compliance and compatibility with CCCS policy, standards and procedures. If a technical use plan is not in place, Lead Agency shall assist the requesting agency in developing a plan. Costs associated with the development of a technical plan are borne by the requesting agency. When the plan is complete it is submitted to the Lead Agency Director, who shall review the plan for compliance and compatibility with CCCS policies and procedures.

**Management**

The Lead Agency is responsible for management of infrastructure equipment standards and integration.

**4.13 Subscriber Equipment Standards****Purpose or Objective**

Sets the minimum technical and performance standards for subscriber radios operating on the System including:

- Establishing a policy to prevent premature obsolescence of subscriber radios.
- Establishing procedures for Lead Agency to measure, test, certify and publish a list of subscriber radios that are approved for use on the System.
- Ensuring that decommissioned subscriber radios are properly deprogrammed before disposal to prevent interference with public safety communications.

**Technical Background**

The System utilizes digital communication technology with the primary use being voice communications using the APCO P25 Phase 1 protocol with 9600-baud control channels.

Subscriber radios from various vendors often utilize different operating software providing a variety of services, features, functionality and performance to the users. Many of these radios interact differently with the infrastructure and can potentially exhibit undesirable operational characteristic. It is possible that untested radios and/or software can exhibit performance and/or functionality characteristics that are destructive to the overall performance, capacity and/or security of the System. Users are prohibited from using radios or accessories that may be destructive to the System.

Partner Agencies shall deliver any retired radio subscriber equipment to the Lead Agency for decommissioning and deprogramming. Decommissioned radios that are not properly deprogrammed could pose interference issues with public safety communications. Radios removed from the System for decommissioning purposes shall be deprogrammed so as to remove all System related information, ID's, and conventional channels, leaving only an idle frequency of 851.0000 MHz to prevent potential interference issues with public safety communications.

**Management**

The Lead Agency is responsible for maintaining all testing, managing radio equipment manufacturer initiated submittals, coordinating activities of the test team, and the proper deprogramming of subscriber radios. Any Agency purchasing new subscriber equipment is encouraged to work with the Lead Agency first to ensure the new equipment meets System standards and is properly equipped to operate on the System.

**4.14 System Administrator Standards****Purpose or Objective**

Establishes the minimum training standards for System administration and staff. This ensures that System functionality and integrity are maintained by restricting System administrative functions to trained, qualified and authorized personnel only.

#### **Protocol**

The Lead Agency is responsible for maintaining System configuration databases for System or subsystem infrastructure, subscriber databases and console configuration databases.

### **4.15 Dispatch Center Personnel Training**

#### **Purpose or Objective**

Establishes minimum training standards for the public-safety dispatch center personnel with access to System resources. This ensures that personnel performing communications dispatch operations are properly trained by the Lead Agency.

#### **Operational Context**

System functionality and integrity shall be maintained by ensuring that only qualified personnel perform dispatch functions using console equipment connected to the System core.

#### **Protocol/Standard**

Public safety dispatch center personnel shall be familiar with all applicable mutual aid requirements, interoperability requirements, trunk system patching and all established SOPs.

Other recommended training that each agency's communications center personnel should have include:

- COML.
- ICS courses 100, 200, 700.B, 800 or others as required by employing agency

#### **Recommended Procedure**

This policy does not contain specific training procedures or training modules.

#### **Management**

The communications / 9-1-1 center manager within each agency is responsible to ensure personnel with radio console access to resources on the System comply with the following:

- Public safety communications / 9-1-1 center personnel receive the appropriate training before accessing System resources.
- Public safety communications / 9-1-1 center personnel maintain familiarity with features and functions of communications consoles in order to rapidly and effectively

communicate with public safety personnel and are able to identify and establish interoperability solutions when appropriate or directed.

- Only qualified personnel perform dispatch functions on System resources.
- Public safety communications / 9-1-1 center personnel maintain familiarity with all applicable sections of the SOP.

#### **4.16 Incident / Tactical Dispatcher Training**

##### **Purpose or Objective**

Establishes minimum training standards for those performing incident or tactical dispatch functions with access to System resources. This ensures that System communications incident/tactical dispatcher operations are performed by properly trained dispatch personnel.

##### **Operational Context**

System functionality and integrity shall be maintained by ensuring that only qualified personnel perform incident/tactical dispatch functions.

##### **Protocol or Standard**

Incident/tactical dispatch personnel shall successfully complete appropriate training on the console system, mobile radios or control stations in the Mobile Command/Communications Units. Appropriate training shall, at a minimum, include formal training either by an incident/tactical dispatch trainer who has completed the training from a qualified instructor or by a qualified radio technical staff member familiar with the Mobile Command/Communications Unit's (MCU) operations.

Incident/tactical dispatch personnel shall be familiar with all applicable mutual aid requirements, interoperability requirements, trunked system patching, gateway and other communications equipment in the MCU as well as all established standard operating procedures.

Other recommended incident/tactical dispatcher training should include:

- COML.
- COMT.
- ICS courses 100, 200, 300, 400, 700.B, 800 or others as required by their employing agency.
- Any other developmental, technical or safety courses deemed necessary by employing agency.

##### **Procedure**

This policy does not contain specific training procedures or training modules.

##### **Management**

The Communications Center Manager within each agency is responsible to ensure personnel with access to MCU resources on the System comply with the following:

- Incident/tactical dispatch personnel or those acting in that capacity receive the appropriate training before accessing System resources.

- Incident/tactical dispatch personnel maintain familiarity with features and functions of MCU in order to rapidly and effectively communicate with public safety personnel and are also able to identify and establish interoperability solutions when appropriate or directed.
- Only qualified personnel perform incident/tactical dispatch functions on System resources.
- Incident/tactical dispatch personnel maintain familiarity with all applicable sections of the SOP.

#### **4.17 Radio (Subscriber) User Training**

##### **Purpose or Objective**

Establishes the minimum training standards for radio users, which ensures proper operation of radios on the System.

##### **Operational Context**

System functionality and integrity shall be maintained by ensuring that only trained personnel operate radio equipment.

##### **Protocol/Standard**

Radio users shall successfully complete appropriate training on assigned radios before being allowed to operate on the System. Appropriate training shall include formal training from a qualified instructor or approved media and, at a minimum, include the following:

- Radio users shall be trained on the technical operation of assigned radios. Training will be required biennial.
- Radio users shall be trained on how to operate the radio within the System along with any special features of the System they will use, e.g., emergency button, call alert, etc.
- Radio users shall be trained on and demonstrate proficiency with all applicable mutual aid and interoperable communications resources and standard operating procedures.
- Radio users shall maintain awareness of the mutual aid, interoperability channels or talkgroups in their radios, as well as how to navigate to them when necessary.
- User agencies will make an effort to conduct ongoing refresher training for radio users periodically following their initial training (e.g., build into in-service training, dispatch centers conduct random tests, roll call training, on-shift training, etc.).

Lead Agency staff assists user agencies in identifying training needs and implementing training programs to meet those needs. The Lead Agency also employs a qualified training officer who is available to provide this training to authorized System users.

##### **Procedure**

This SOP does not contain specific training procedures or training modules, however, Lead Agency staff assists with radio user training when requested.

##### **Management**

Each User Agency is responsible to ensure that:

- Personnel assigned radios shall receive the appropriate training with emphasis on awareness of and how to navigate to mutual aid and interoperability channels or talkgroups (initial and ongoing refresher training).
- Only trained and qualified personnel shall operate radio equipment.
- Radio users are familiar with sections of the SOP.

#### **4.18 Interoperability and non-CCCS Radio Users**

##### **Purpose or Objective**

Establishes the minimum training standards for radio users having access to interoperable resources of the System. This ensures the proper operation of radios on the System and safeguards against improper utilization of interoperability resources.

##### **Operational Context**

System functionality and operability is maintained by ensuring that only properly trained personnel use the interoperable resources on the System for mutual aid communications. If agencies do not have appropriate training, then communications failure or a degradation of the System resources may occur.

##### **Protocol/Standard**

Radio users shall have a demonstrated knowledge of Section 6 Interoperability Standards, and have successfully completed appropriate initial and ongoing refresher training including:

- User training emphasizing:
  - The use of interoperable channels and how to navigate their radio.
  - How a user's radio experiences can be affected by the selected interoperability channel (digital, analog, non-trunked, etc.).
- Dispatch and supervisory training emphasizing:
  - The use of interoperable channels.
  - The use of patching and patch channels.
  - The use of cross band repeaters and gateway devices.
  - The use of RF control stations.
  - How a user's radio experiences can be affected by the selected interoperability channel (digital, analog, non-trunked, etc.).

Radio users with access to interoperable channels must be familiar with all applicable mutual aid and interoperable requirements and procedures.

##### **Procedure**

This SOP does not contain specific training procedures or training modules.

##### **Management**

The Lead Agency will provide training materials upon request for initial training and ongoing refresher training. Additionally, as resources permit, the Lead Agency will assist user agencies

with developing plans and methods on incorporating ongoing radio refresher training into various activities for the most effective delivery to personnel. The Lead Agency also employs a qualified training officer who is available to provide this training to authorized System users.

Agencies requesting and/or using the interoperable talkgroups are responsible to ensure that:

- The use of mutual aid/interoperability channels and talkgroups is properly coordinated and approved through the Control One.
- Radio users successfully complete appropriate initial and on-going refresher training and demonstrate knowledge of proper communications procedures before being allowed to operate the interoperable resources.
- Radio users are familiar with all applicable interoperable sections of this manual.
- Radio users are familiar with all applicable mutual aid requirements and interoperable SOPs.

#### **4.19 System Upgrade Notification**

##### **Purpose or Objective**

Establishes notification procedure prior to major System upgrades.

##### **Protocol/Standard**

System software upgrades will be performed as needed contingent upon available funding and/or technical requirements. The Lead Agency will be responsible for ensuring that all System user agencies that may be impacted by the upgrade are notified by email and/or other written form.

##### **Recommended Procedure**

Planned upgrade procedures will be communicated to all System users as follows:

- At least 30 days prior to a planned major System upgrade that will cause a System or site outage, the Lead Agency will notify all System user agencies that may be impacted by the upgrade.
- The Lead Agency will send an email reminder to all potentially impacted System user agencies a week prior to the System upgrade.
- Control One will communicate upgrade instructions and status to all System users before, during and upon completion of the upgrade.

User agencies must notify the Lead Agency Director in writing if the planned upgrade dates will interfere with any major planned events.

##### **Management**

The Lead Agency is responsible for managing System upgrades and the necessary notifications associated with each upgrade.

#### **4.20 In-building Coverage (Bi-Directional Amplifiers)**

##### **Purpose or Objective**

Establishes policy on usage of Bi-Directional Amplifiers (BDA) and awareness of all locations utilizing BDAs for the purpose of mitigating interference issues.

#### **Technical Background**

The System is designed for mobile and portable radio coverage but cannot provide 100% coverage in all places. BDAs are a device that aims to improve radio access within a confined space such as high-density buildings. Although the use of a BDA may improve in-building coverage, it may also create interference issues with the overall System. Tracking the locations of all BDAs will aid in quickly locating offending BDA equipment.

#### **Protocol/Standard**

It is not the intent for the Lead Agency or Governance Committee to approve or regulate BDAs. It is important for the Lead Agency to maintain a list of facilities that do have BDAs used with the System.

Any agency or department installing a BDA will provide the Lead Agency with the location of the device prior to installation if possible. This will include the physical address, emergency contact information, building name, location within the building, manufacturer and model number.

It is the responsibility of the equipment/facility owner to comply with all requirements of the FCC, including licensing, location reporting, and interference mitigation.

#### **Recommended Procedure**

Agencies installing BDAs will submit to the Lead Agency a list of locations where BDAs are installed that are supplementing the System. BDAs not supplementing the System do not need to be reported. This list will be updated periodically.

#### **Management**

The Lead Agency will maintain the list of BDAs supplementing the System. Each agency will maintain a list of BDAs within their jurisdiction along with contact information for the equipment/facility owner to allow access should the BDA interfere with the System.

### **4.21 Aircraft Radio Installations and Operation**

#### **Purpose or Objective**

Sets the policy regarding aircraft subscriber radio installation, programming, and operation on the System.

#### **Technical Background**

Due to the elevated altitude of operation, aircraft radios have a greater coverage footprint. This allows a radio operated in the air to access sites as far away as 150 to 200 miles, while mobile radios operated in vehicles on the ground typically have ranges limited to 30 to 40 miles. Radios in aircraft operating with the System function slightly different than radios on the ground.

Due to the interference potential from the larger coverage footprint of aircraft operated radios, the FCC rules for operation of these radios limits the output power to help reduce interference, as frequency reuse is applicable in the CCCS and other radio systems.

Installation of aircraft mounted radios is governed by the Federal Aviation Administration (FAA) and permanent installations must be performed by FAA certified personnel.

### **Operational Context**

Subscribers that acquire a large coverage footprint due to high altitude operations need to take into consideration potential interference due to frequency reuse in other systems. This could cause interference to their users. This interference could appear as an interruption, loss of communications, or as tailgating to other talkgroup transmissions on other sites.

### **Protocol/Standard**

All permanently installed aircraft radios shall comply with the FCC 90.423 power output limitation of 10 watts, the Effective Radiated Power (ERP) being no more than 5 watts. Only unity gain antennas will be allowed.

Permanently mounted aircraft radios should be programmed with the following:

- BER threshold of 2.5%

For aircrews that are assigned portable radios, these portable radios should be programmed for the following:

- 2.5% or 2.9% BER threshold

These settings apply for both aircraft installed radios using remote mounted mobile or portable radios and Technisonic-type aircraft control panel mounted avionics packages using internal portable radios.

Procedures for landing zone areas where communications with ground personnel are conducted are recommended on a simplex, non-trunked, channel.

In addition to the SOP training requirement, training for users of aircraft radios shall include a description of the issues surrounding airborne operation of System radios including:

- Issues of potential interference to other systems due to frequency reuse;
- Personnel using portable radios in a limited capacity (observers, guests, etc.) and the potential for FAA and FCC rule violation, and interference.

### **Recommended Procedure**

Installation and programming should be performed as outlined in this section. Operation of Aircraft landing zone coordination should be performed as outlined in this section. In-flight transmissions should be as brief as possible due to the potential interference.

### **Management**

The Lead Agency Director will be responsible for the oversight and compliance of this standard. Due to the potential of interference issues to expand beyond a specific region or into another County, Lead Agency staff should also be notified if any interference is detected and is believed to have originated from a CCCS radio equipped aircraft.

## **4.22 In-building Coverage**

### **Purpose or Objective**

Establishes policy on the approval, usage and regulation of in-building coverage enhancement devices on System frequencies and the tracking of all locations utilizing these devices for the purpose of mitigating interference issues. In-building coverage systems include Emergency Responder Radio Communications Systems (ERRCS), Bi-Directional Amplifiers (BDA), and Distributed Antenna Systems (DAS).

### **Technical Background**

The System is designed for mobile and portable radio coverage but cannot provide 100% coverage in all places. In-building coverage devices aim to improve radio access within a confined space such as high-density buildings. Although the use of in-building coverage devices may improve in-building coverage, it may also create interference issues with the overall System. Tracking the locations of all in-building coverage devices will aid in quickly locating offending equipment.

### **Protocol/Standard**

The Lead Agency must approve and regulate in-building coverage systems on frequencies licensed to the County of Orange. It is important for the Lead Agency to maintain a list of facilities that have in-building coverage devices used with the System.

Any agency or department planning to install an in-building coverage system will submit their plans to the Lead Agency as described in the current OCSD ERRCS Guidelines document. This will include the physical address, emergency contact information, building name, location within the building, manufacturer and model number. The Lead Agency must review and approve operation of the installed in-building coverage system to ensure proper installation and operation and to mitigate any adverse effect on the System.

It is the responsibility of the equipment/facility owner to comply with all requirements of the National Fire Protection Association (NFPA), California Fire Code (CFC) and Federal Communications Commission (FCC) including licensing, location reporting, and interference mitigation.

**Recommended Procedure**

Agencies planning to install an in-building coverage system shall contact the Lead Agency for guidance and to begin the approval process. All agencies shall submit to the Lead Agency a list of locations where BDA, DAS or other ERRCS systems are installed that are supplementing the System. In-building coverage devices not supplementing the System do not need to be reported. This list will be updated periodically.

**Management**

The Lead Agency will manage the In-Building Coverage policy and maintain the list of in-building devices supplementing the System. Each agency will maintain a list of in-building coverage devices within their jurisdiction along with contact information for the equipment/facility owner to allow access should the equipment interfere with the System.

**5.0 CONFIGURATIONS AND ALLOCATION****5.1 Zone and Talkgroup Naming Standards****Purpose or Objective**

A well-defined method of naming radio programming zones and talkgroups/channels aids in user interoperability by allowing all users to understand the designated use of individual talkgroups/channels and how to find those talkgroups/channels in their radio.

**Operational Context**

In addition to agency-specific zones and talkgroups, all System users have certain talkgroups/channels programmed into their radios that are common to all System users to allow for operational interoperability. The ability to quickly locate these common talkgroups/channels for interoperability requires a uniform programming methodology to place the talkgroups/channels in specific zones in all radio on the System.

**Protocol/Standard**

The Lead Agency, in conjunction with User Agencies, and with the authority of the Governance Committee has established the zone and talkgroup naming structure used by all System users. The zone/talkgroup/Channel names and radio template structure is provided in the Official Communications Handbook (Radio Code Book) for each System Discipline (Law, Fire, Lifeguard/Marine Safety, Public Works).

Requests for additional zones or talkgroups must be submitted to the Lead Agency for consideration and analysis as to their potential impact on the System.

**Management**

The Lead Agency shall maintain the Official Communications Handbook and associated records related to zone and talkgroup/channel naming.

## **5.2 Radio IUID Allocation**

### **Purpose or Objective**

Allocates radio Item Unit Identification number (IUID) ranges for the individual agencies. This allows the Lead Agency to manage the pool of IUIDs as radio users and console positions are configured. This simplifies the management of the IUIDs and provides an easier indication of what IUIDs belong to which agency in the event that a radio user alias is not available.

### **Technical Background**

These IUIDs are the same IUIDs that users type in for call alert pages. Also, these are the IUIDs that are displayed on the subscriber radios if the "ID Display" feature is enabled. These IUIDs are also displayed at the console if the console alias feature is not available.

### **Operational Context**

The Lead Agency will allocate radio IUID ranges to agencies based on the number of units the agency will have active on the System and will be shown on the master agency IUID list.

### **Protocol/Standard**

Only radio IUIDs allocated to an individual agency can be used in the programming of that agency's radios and consoles. The Lead Agency is responsible for the programming of all radios on the System.

### **Procedure**

The Lead Agency maintains the master list of IUID distribution and will allocate IUIDs to agencies based on each agency's radio count and need. If an agency requires additional IUIDs beyond the initial allocation, a request shall be made to the Lead Agency. The Lead Agency will evaluate the request and conduct an analysis to determine impact to the System. Upon completion of the analysis, the Lead Agency may approve or deny the request, or ask for additional information.

### **Management**

The Lead Agency manages the IUID ranges for day-to-day activities, and manages the IUID ranges for reserve or future allocation.

## **5.3 Fleetmap Standards**

### **Purpose or Objective**

Defines the process used to document the Fleetmap information for the effective management of the System.

System Fleetmap configuration information is classified as 'Restricted Information' and is not released to the public.

### **Technical Background**

The Fleetmap is parameter information programmed into the System infrastructure and into the subscriber radios to control how those radios perform on the System.

The Fleetmap spreadsheet is a documented matrix of the talkgroups in the System and the departments or agencies that use and control user access to these talkgroups. The Fleetmap contains the following information:

- Talkgroup Name – Name of the talkgroup as it is programmed into the System.
- Talkgroup Alias – Abbreviated naming of the talkgroup to fit within the 8 or 14 character radio display.
- Talkgroup ID – Numerical designation of the talkgroup in decimal and/or hexadecimal.
- Failsoft Channel – The System channel designated for the talkgroup when in the failsoft mode.
- Owner – The primary user agency with access control of the talkgroup.
- Priority – Priority level of the talkgroup.
- On Console – If the talkgroup is available as a console resource.
- Trunked Alternate – A talkgroup to be used when the user's primary system is unavailable.

### **Operational Context**

The Lead Agency will establish and manage the Fleetmap database information for all users of the System.

### **Protocol/Standard**

A detailed matrix is maintained by the Lead Agency on the System database. Each agency's radio representative maintains a Fleetmap spreadsheet containing data on their talkgroups and the users for whom they are responsible.

### **Procedure**

If an individual agency desires to make updates and changes to their Fleetmap standards, the changes shall be requested through the Lead Agency.

- The Lead Agency will evaluate any requests for changes and conduct an analysis to determine its feasibility and impact on the System.
- The Lead Agency will decide if the request will be approved or denied and proceed accordingly with notification to the requesting agency.

The disclosure of the Fleetmap configuration information, including talkgroup IDs, user IDs, user privileges and other related System information could substantially jeopardize the security of the System. This disclosure makes it more susceptible to sabotage and unauthorized access to the contents of confidential voice and data communications. Therefore, the master Fleetmap data shall be classified as 'Restricted Information' and is not available to the general public except by formal written request to the 800 MHz CCCS Governance Committee.

### **Management**

The Lead Agency manages the Fleetmap and System programming for all agencies.

#### **5.4 Subscriber Template Management**

##### **Purpose of Objective**

Defines the process that is used to document the radio subscriber template information for the effective management of the System. The System contains a large number of talkgroups to support the various agencies that subscribe to the System. Subscriber template configuration information is classified as 'Restricted Information' and is not released to the general public.

##### **Technical Background**

The subscriber template is parameter information programmed into the individual subscriber radios to control how those radios perform on the System.

An agency's subscriber template is developed and maintained by the Lead Agency with the input of each agency's radio representative. This is to ensure the agency gets the talkgroups, features, and functionality desired from the radios, while maintaining the overall functionality and integrity of the System.

The radio subscriber template is usually specific to a particular agency, but an agency can elect to have different versions of the template based on the department's needs and operations.

The templates normally contain the following information:

- Radio Configuration – Specific information related to a particular model of radio, including but not limited to: button assignment, display options, menu items, and other radio wide parameters.
- Conventional – Personality information that determines the radio's operation in the conventional mode such as frequencies, tones, and signaling options.
- Trunking – Identifies System and talkgroup specifics that the subscriber radio has access to, as well as System and unit-specific ID numbers relating to the radios operation.
- Scan – Defines the limits and lists of the subscriber radio's scan function, when equipped.
- Zone Assignment – Where talkgroups are combined into specifically labeled 'zones' within the radio that represent or reflect operations of a particular agency or operation. The zone designation reflects an acronym, which should easily identify the zone as belonging to a particular agency.

##### **Operational Context**

The Lead Agency creates and manages all subscriber templates to ensure uniformity and proper operation on the System.

##### **Protocol/Standard**

User Agencies may have multiple subscriber templates based upon their operational needs. The Lead Agency shall maintain a subscriber template spreadsheet for each of the agency's template versions.

The Lead Agency will work with each user agency to develop the subscriber templates for that agency. All subscriber template creation and modification shall be done by the Lead Agency. The Lead Agency shall maintain all associated documentation for each subscriber template.

### **Procedure**

If individual agencies desire to make updates and/or changes to their subscriber templates, those change requests shall be submitted to the Lead Agency for review. The Lead Agency will approve or deny the request after reviewing impact to the System and other users. If approved, the costs for template change and subsequent reprogramming of subscriber radios will be borne by the requesting agency.

The disclosure of the subscriber template configuration information, including talkgroup IDs, user IDs, user privileges and other related System information could substantially jeopardize the security of the System. This disclosure makes it more susceptible to tampering, sabotage, unauthorized use, jamming, hacking, unauthorized access to the contents of confidential voice and data communications. Therefore, the subscriber template spreadsheets shall be classified as 'Restricted Information' and are not available to the general public except by formal written request to the 800 MHz CCCS Governance Committee.

### **Management**

The Lead Agency manages all subscriber templates and programming for all agencies and maintains records of the process. Access is strictly controlled and is considered 'Restricted Information'.

## **5.5 Talkgroup Assignments**

### **Purpose or Objective**

Defines the assignment/usage of agency-specific, common and interoperable/mutual aid talkgroups and resources, and provides a standard so that the Lead Agency will have a firm guideline on allowing particular talkgroups programmed into radios.

### **Operational Context**

Talkgroups are considered assigned by the agency for which the talkgroup was specifically created. The process for pre-defined sharing authorizations is explained in Section 5.6.

### **Recommended Protocol/Standard**

There are three types of talkgroups that are programmed into the System:

- **Agency-Specific** – Created for, and controlled by, individual agencies for their day-to-day operations. These talkgroups cannot be accessed by other System users without express permission granted by the assigned agency. The process for obtaining this permission is outlined in Section 5.6.
- **Common Resources** – Talkgroups/channels created for common use among discipline specific agencies (law, fire, general) as needed. These talkgroups/channels are not controlled by any individual agency but are available for use by all Partner Agencies and are coordinated by the Control One.

- **Interoperable/Mutual Aid Resources** – These talkgroups/channels are established interoperable or mutual aid resources available to all System users based upon specific discipline (law, fire, general) and allow communications with non-CCCS System agencies as needed. These talkgroups/channels include the ability to be patched to non-800 MHz resources for greater interoperability. These talkgroups/channels are coordinated locally through the Control One.

#### **Procedure**

- The Lead Agency will control all talkgroup generation and access parameters. Agencies shall immediately notify the Lead Agency when changes to an agency-specific talkgroup are required or the talkgroup is no longer required.

#### **Management**

The Lead Agency is responsible for the management of the Talkgroup Ownership policy.

### **5.6 Talkgroup Sharing**

#### **Purpose or Objective**

Defines how System Partner Agencies can permit other agencies to access to their agency-specific talkgroups.

#### **Technical Background**

Radios must be P25 compliant and compatible with the System. Refer to Section 4.13 of this SOP for additional details on subscriber equipment standards.

#### **Operational Context**

Partner agencies have the authority and control to define who is allowed access to their agency-specific talkgroups/channels. This process is accomplished with a formal written request to the Lead Agency from the requesting agency which is passed to the agency-specific talkgroup owner for approval. The request should include the specific talkgroup name desired and the intended purpose and potential users of the talkgroup.

#### **Protocol/Standard**

Agency-specific talkgroups/channels shall not be programmed into any other radios without the written permission from the controlling agency. Documented written approval letters shall be maintained by the Lead Agency for each talkgroup sharing agreement.

#### **Procedure**

The Lead Agency working with the talkgroup 'owner' will process the request and, upon approval, make the necessary modifications to the requesting agency template. The Lead Agency will maintain all supporting documentation regarding the requested change. All costs associated with the template change and reprogramming will be borne by the requesting agency.

#### **Management**

The Lead Agency is responsible for the management of this procedure.

## **5.7 Talkgroup and Radio User Priorities**

### **Purpose or Objective**

Establishes varying priority levels for talkgroups to assure the most critical talkgroups on the System are granted a channel as quickly as possible when the System is experiencing busy conditions.

### **Technical Background**

The System priorities can be managed both at the radio user level and at the talkgroup level.

### **Operational Context**

Priority levels in the System are managed at the talkgroup level. The goal is to distribute priorities across the System talkgroups in a way that maximizes the ability for critical groups to communicate and minimizes the number of talkgroups with high priority.

## **5.9 Failsoft Assignments**

### **Purpose or Objective**

Creates and assigns System resources in a manner which maximizes System utility to users consistent with each user's mission and needs for radio communications during certain System failure situations.

### **Technical Background**

When the System's main controllers detect certain failure conditions in the radio System, all available channels revert from a trunking mode into a conventional repeater type of operation that is given the term 'failsoft'. During failsoft, talkgroups are assigned to a specific radio channel (frequency) if so programmed, which allows the users to continue voice communication while repairs are made to the System.

There are a limited number of channels available in the System, which results in a number of talkgroups being combined on each channel while in failsoft. This requires the radio users to share those channels between numerous agencies. This congestion of radio traffic happens only during the failsoft condition.

If a talkgroup is not given a failsoft assignment, radios using that talkgroup will hear the low pitched 'out-of-range' tone when the System is in failsoft, and will not be able to communicate on that talkgroup.

### **Operational Context**

The radio programming template failsoft assignments are configured to balance the ability for users to achieve an acceptable level of communications while maintaining the individual agency's privacy when possible. While in the failsoft condition, effected radios will display the

word 'FAILSOFT' on the radio display and emit a short high-pitched tone every 10-15 seconds to indicate to the user that normal trunked operation is unavailable.

### **Protocol/Standard**

It is the policy of the Lead Agency to provide a failsoft assignment for every 'primary' talkgroup on the System to prevent loss of communications for users. Failsoft channel assignments are based on the needs of System users consistent with each user's mission and need for radio communications.

The Lead Agency makes determinations concerning Failsoft channel assignments.

During a Failsoft condition, dispatchers may need to announce instructions to radio users and remind them that operations may be combined among several agencies and to implement radio discipline to reduce radio traffic.

### **Management**

The Lead Agency is the responsible authority for failsoft assignments and management. Agencies desiring additional information on failsoft assignments may request the information from the Lead Agency.

## **5.10 Scanning**

### **Purpose or Objective**

Identifies operational procedures and responsible authorities governing scanning System talkgroups.

### **Technical Background**

The network infrastructure and subscriber units are configured to permit managed user scanning of talkgroups. Including a talkgroup in a non-priority scan list does not necessarily result in the user hearing traffic on that talkgroup. Talkgroups are only active if there is at least one user affiliated who has the talkgroup of interest as their selected channel.

Subscriber units can scan a talkgroup, a talkgroup in another zone, or another trunked radio system if compatible. An entire radio can be set up as receive only.

### **Operational Context**

Scanning by multiple subscriber units can quickly overwhelm a trunked radio system creating system busies. As a result, scanning on the System has been limited to the Fire Services as a legacy feature allowing scanning of their Dispatch Talkgroup and primary tacticals.

### **Protocol/Standard**

Before scanning and/or monitoring of System talkgroups is allowed, permission must be obtained from the Lead Agency and the agency 'owning' the talkgroup. Scanning must also be approved by the requestor's agency in their template design.

Scanning can only be enabled in the programming template by the Lead Agency.

## **Management**

The Lead Agency is responsible for authorizing, programming and managing scanning in subscriber templates.

### **5.11 Emergency Button**

#### **Technical Background**

The emergency button feature allows a radio user to send an emergency notification by pressing a button on the radio. The notifications audibly and visually alert dispatch console positions that have the initiating radio's talkgroup in their active configuration. Other subscriber radios on the same talkgroup also receive the emergency notification once the 'emergency' radio is keyed which will display the IUID (or alias if available) of the radio generating the emergency.

Emergency calls are also automatically assigned the highest priority available by the System controller and are the first available from the queue if the System is in a busy situation.

#### **Operational Context**

The orange button on a portable or mobile radio will be programmed with the emergency feature for all agencies. Each agency should establish their own policy on how this feature might be used, taking into consideration how it will impact the System and other users including the Control One. The emergency feature can be used to alert dispatch and other users of an emergency situation and simultaneously allow the activated radio to have priority over other subscriber radios on the same talkgroup.

#### **Protocol/Standard**

The use of the emergency button as an emergency signaling option shall be available to any agency on the System, subject to certain conditions and provisions including:

- Agencies must provide training to all users to ensure the safe and effective use of this feature. The Lead Agency can also provide training and training materials.
- It is the individual agency's responsibility to determine how an emergency alarm will be deployed for their operation and the subsequent response to the alarm.
- If a user is temporarily assigned a radio other than their normal issued equipment, it is essential that their designated monitoring point be made aware of the radio identification to cross-reference it to the correct user in the event an emergency button activation occurs.
- All agencies implementing the emergency feature shall have a plan in place to respond to emergency button activation.

All emergency button response plans must include the following:

- An established radio monitoring point with the necessary console hardware/software to receive, display and acknowledge the alert.
- Established monitoring point must be capable of identifying which radio user pushed the button and capable of responding to the user in need. (Dispatch Center or Control One)

- In the event that the monitoring point is not the same agency as the radio user, an agreement on policy, monitoring, use, and response, shall be in place among the agencies.
- Established monitoring points shall be available during any/all hours that personnel are using the System, or have an established after-hours arrangement with another monitoring point.
- No dispatcher shall clear an emergency without ascertaining what action is necessary to handle said emergency and taking the appropriate actions to do so.

Control One receives all emergency button activations and will contact originating radio user's agency for follow-up when activations occur on common/interoperable talkgroups that are not assigned specifically to the agency in question.

### **Management**

The Lead Agency will manage the overall Emergency Button policy. Agencies desiring to use the emergency key function shall coordinate with agency resources that receive the emergency calls. The receiving agencies shall have an appropriate plan in place and documented as to the process to handle the emergency calls.

## **5.12 Encryption**

### **Purpose or Objective**

Establishes guidelines for the use of encryption on the System.

### **Technical Background**

Encryption is an option on digital radio equipment that must be specially ordered and manually configured. System users may or may not be capable of encryption depending on their equipment configuration and operational needs. AES is the approved standard for encryption on the System.

### **Operational Context**

The use of encryption in the System is strapped to the specific talkgroups determined by the System users to provide secure communications. Encryption is not a feature that can be enabled or defeated at the user level. Each talkgroup is pre-determined to be either encrypted or clear and is programmed as such in the subscriber template.

Radios transmitting with encryption cannot be heard by non-encrypted radios.

An encrypted talkgroup that is patched to a non-encrypted talkgroup or channel is no longer considered secure communications as the encrypted audio is decrypted when pushed over the patched non-encrypted talkgroup/channel. Likewise, audio fed to an internet streaming application will not be secure.

### **Protocol/Standard**

Only the Lead Agency is authorized to program encryption into radios on the System.

Each agency shall determine if encryption will be used on its own agency-specific talkgroups.

Certain common/interoperable talkgroups allocated to specific disciplines such as law/fire will be encrypted in all System radios. Non-encrypted common/interoperable talkgroups will also be available to System users who do not have encrypted radios.

Care should be taken when assigning encrypted talkgroups to incident communications to ensure all applicable users have encrypted radios.

### **Management**

The Lead Agency manages the encryption policy and the programming of encryption into all radios on the System.

## **6.0 INTEROPERABILITY STANDARDS**

### **6.1 Interoperable Communications Requirements**

#### **Purpose or Objective**

Establishes a minimum requirement for interoperable communications resources for all radios using the System.

#### **Technical Background**

For the purpose of this document, the terms 'mutual aid' and 'interoperability' will be used interchangeably. The term 'channel' will refer to a conventional resource.

The planners of the System recognized the need to make common interoperable talkgroups available to all subscribers primarily for interagency and incident command communications. Therefore, in addition to agency-specific talkgroups, the System also provides talkgroups that are common to like-disciplined agencies (law, fire, public works, lifeguard) as well as talkgroups that are available to all System users to provide interoperability between disciplines.

In addition to common System talkgroups, subscriber radios will also be programmed with local, state and national conventional interoperable channels. Most of these conventional interoperable channels are not encrypted but there are a few 700MHz encrypted channels available in encryption-capable radios.

#### **Operational Context**

Interoperable talkgroups & channels are used when there is a need to coordinate activities between different agencies and/or personnel assigned to work an event. Efforts should be made to utilize the lowest level of interoperable talkgroup/channel first if possible. For example, OC law agencies needing to coordinate with other law agencies should use the CCCS law interoperability talkgroups/channels before considering national level interoperable channels. If the coordination includes agencies that do not have access to the CCCS interoperable law talkgroups, statewide or national interoperable channels would be selected.

Additional information on the operational use of these interoperable talkgroups/channels can be found in the 'Official Communications Handbook' (Radio Code Book).

**Protocol/Standard**

All radios will be programmed to include the 'general use' interoperable talkgroups and channels located in specific zones in the radio template. These talkgroups and channels will be programmed into predetermined specific zones in all System radios to provide uniformity in programming for ease of locating the talkgroups/channels when needed.

Radio templates will also include discipline-specific interoperable talkgroups (ie. Orange, Gray, Black talkgroups for Law) in templates for all like-discipline agencies (law, fire, lifeguard, public works). These discipline-specific interoperable talkgroups/channels will be programmed into predetermined specific zones in all like-disciplined agency radios to provide uniformity in programming and ease of use.

Additional information on the location of these interoperable talkgroups/channels in the radio programming templates can be found in the 'Official Communications Handbook' (Radio Code Book) for each discipline.

**Procedure**

Coordination of all interoperable talkgroups and channels in Orange County is managed by the Control One. Any agency requiring interoperable talkgroups or channels should contact Control One for assistance with selecting and reserving these resources to meet their needs.

**Management**

The Lead Agency is responsible for managing this policy and ensuring interoperable channels are available and operational.

The Countywide Coordinated Communication Center (Control One) is responsible for managing the assignment and use of the interoperable talkgroups and channels in Orange County.

**6.2 Radio Console Patching of Talkgroups/Channels****Purpose or Objective**

Establishes policy for use of a console patch between System talkgroups and/or other resources on the dispatch console.

**Technical Background**

Most public safety communications/9-1-1 centers have the capability to initiate a console patch but patches that include a common System resource shall be accomplished on a console at Control One. Console patches can be established between multiple System talkgroups and/or between a System Talkgroup and a non-System resource. The resources can be conventional or trunked but must be an existing radio resource on the dispatch console.

Patches can be established without a radio dispatch console by using a deployable audio gateway, such as an ACU-1000. Approval is required prior to creating any patch. A talkgroup can only be in one patch at a time. A conventional channel can only be in one patch at a time.

Great care must be used in deciding what talkgroups and other resources can be patched together as a patch can have an unexpected consequential impact on other System resources.

The patch shall be monitored for continued coordination through Incident Command and/or dispatch personnel.

### **Operational Context**

Console Patches should only be used when there is an operational need for communications between personnel that cannot be accomplished using common communications resources. Use of conventional resources in a patch must be in compliance with the rules governing mutual aid channel usage. Console patching will only be permitted when approved by agency Watch Commander/Incident Commander and after notification to the Control One supervisor.

A patch involving agency-specific talkgroups/channels can be initiated on the local agency's console with approval by that agency's Watch Commander.

Any patch involving a common System resource should be initiated by Control One.

### **Protocol/Standard**

Each agency must develop written console patch and/or gateway device patch procedures addressing their unique operation and resource capabilities. These procedures shall be consistent with this policy. All communications center personnel shall receive initial and continuing training on the use of this procedure.

### **Procedure**

When an incident requires interagency coordination that is not available on a common talkgroup or channel, a request for a patch can be initiated. If the desired resource to be patched is a local agency resource and their agency-specific talkgroup/channel, the requesting agency can initiate the patch on their local console with their Watch Commander's approval and notification to Control One.

If the desired resource to be patched is a common System resource, the patch request must be directed to Control One after obtaining local agency Watch Commander approval. Control One will then initiate the patch from their console.

Before initiating a System patch, check to make sure the radio resource being patched is not already being used by another agency.

Radio console patches shall be used only if other suitable means for interagency communicating are unavailable or insufficient.

Any time a console patch has been established, someone in the requesting agency's communications center must continually monitor the patch to address and mitigate communications problems.

### **Management**

The Lead Agency is responsible for managing this policy. All agencies electing to use console patching are responsible for establishing and managing internal patch procedures and complying with this policy.

### **6.3 Use of the Statewide and National Interoperability Channels**

#### **Purpose or Objective**

Defines the procedures for the use of the conventional Statewide and National interoperable radio channels for communications between radio users of disparate radio systems and/or different frequency bands.

#### **Technical Background**

The FCC has designated certain VHF, UHF, 700 MHz & 800 MHz frequency pairs to be used exclusively for conventional interoperable communications between public safety radio users. Each frequency band includes a calling/hailing channel to be used in contacting the coordination center for the local operational area. Additionally, each frequency band includes channels for tactical operations in both repeater and direct "talkaround" modes. In the Orange County Operational Area, these channels are coordinated by the Control One.

All CCCS Partner Agency radios include many of the 700 MHz and 800 MHz interoperability channels in their standard radio programming template. Additional information on these channels, including channel names and general use, can be found in the discipline specific Orange County Official Communications Handbook (Radio Code Book) available to Partner Agencies through the Lead Agency.

The Lead Agency also maintains repeater systems with Interoperable channels in the VHF and UHF frequency bands which are available to CCCS Partner Agency users through a gateway patch on the Control One radio console. This allows CCCS radio users to be patched to a non-800 MHz radio system for interoperable communications with the users of that system.

#### **Operational Context**

These designated interoperable communications resources can be used for day-to-day interagency coordination, for urgent or emergency mutual aid situations, and/or for other purposes where coordination between radio users on separate 800 MHz radio systems or non-800 MHz radio systems must communicate to perform assigned duties.

These channels shall not be used for regular communications between radio users with full access to the CCCS, except when authorized and assigned by Incident Command.

#### **Protocol/Standard**

The 700 MHz and 800 MHz interoperability channels are programmed into the radio template of all CCCS subscriber radios. These channels may be used when traveling outside the coverage area of the CCCS System and are used to communicate with another 800 MHz radio system with base and/or mobile radios on those channels.

Control One shall monitor the interoperability hailing/calling channels at all times.

#### **Procedure**

When an incident requires the use of a Statewide or National 700 MHz or 800 MHz interoperability resource, the requesting unit or agency will contact Control One to request the assignment of an interoperable tactical channel. Control One will assign an appropriate channel and monitor for any issues.

When an incident requires the use of a Statewide or National VHF or UHF interoperability resource, the requesting unit or agency will contact Control One to request the assignment of a tactical radio channel in the appropriate frequency band. Control One will initiate a patch between the requested VHF or UHF resource and the 800 MHz talkgroup/channel used in the patch.

Control One shall monitor all interoperability hailing/calling channels 24/7 to provide immediate assistance when requested.

#### **Management**

The Lead Agency will manage this policy and the coordination and maintenance of interoperable radio resources in Orange County.

CCCS agencies are responsible for providing training to their personnel on the proper use of these Statewide and National Interoperable communications resources.

### **6.4 Control Station Usage on Interoperability Channels**

#### **Purpose or Objective**

Establishes procedures for the use of control stations for gateway patching.

#### **Technical Background**

A control station is a radio that is set up like a portable or mobile radio, typically with a limited number of talkgroups or conventional radio channels. It can be connected to a radio console or used stand alone.

A control station can function on only one talkgroup or conventional channel at a time.

Use of a control station with a radio console to patch System resources can have a wide area impact. This type of patch can be easily accomplished, but may take up multiple trunked radio channels, causing the System to experience busies or possibly create radio interference. Control station usage must comply with parameters listed on the agency's FCC license.

#### **Operational Context**

There are a number of uses for control stations including:

- Installed at an agency that does not have a dispatch console to communicate with a conventional repeater or trunked radio system.
- Connected to a dispatch console at a communications center.

- Installed in a Mobile Communications Unit/Vehicle.
- Installed at an Incident Communications Center or Command Post.

### **Protocol/Standard**

Radio control stations are permissible in the following circumstances:

- Connected to a radio console to be used to access the System by non-System user agencies for interoperability purposes.
- Installed in a MCU/MCV.
- Installed temporarily in an Incident Communications Center or Command Post.
- Connected to a radio console to be used to access the System by user agencies for interoperability purposes.
- Used with an audio logger to record transmitted or received audio.

All communications personnel performing the dispatch function shall be trained on the usage and constraints of the control station. They should receive continued training to maintain proficiency and understanding of the procedures.

A radio technician, COMT or other authorized person shall be involved in the configuration, installation and testing of control stations, whether a temporary or permanent installation.

### **Limitations**

- Control stations should not be used to patch a System talkgroup to another System talkgroup except when approved by the Communications Center Supervisor and the Control One Supervisor.
- Control station antennas must not exceed 20' in height. If an antenna requires more height than 20' to access the System or mutual aid repeater, then a FCC license is required.
- No control station antenna may exceed 200' in height.
- Control stations should use Yagi (directional) antennas when possible.
- Antennas should use the lowest gain possible.
- Control station power should be kept as low as possible.

### **Procedure**

Any agency wanting to use one or more control stations at the same location is only permitted to use that configuration if the design is compliant with this SOP. The process for obtaining permission is to submit a written request for control station usage to the Lead Agency Director.

- The request shall describe the location, desired talkgroups/channels, antenna height, power, antenna type, antenna gain and feed line type of each control station.
- The Lead Agency may approve, deny or request modifications to the request.

### **Management**

The Lead Agency will manage this policy.

Each Dispatch Agency Manager will ensure their personnel are properly trained on the use of control stations for gateway patching.

## **6.5 Required Monitoring of Interoperability Channels**

### **Purpose or Objective**

Establishes procedures for monitoring mutual aid/interoperability channels at communications centers and command posts.

### **Operational Context**

Monitoring of mutual aid channels is imperative for the benefit of users needing assistance. Many channels have been identified to use for interoperability but not all of them will be monitored when not in use. Due to the fact that these Statewide and National interoperable channels do not belong to any one agency, there is no channel 'owner' monitoring them. As a result, a designated monitoring center should be established in each Operational Area.

### **Protocol/Standard**

Control One is the designated monitoring center in Orange County for all Statewide and National interoperability calling/hailing channels available. Control One will monitor and respond to any unit requesting assistance on the calling/hailing channel and assign an appropriate tactical channel as necessary.

Dispatch Centers are responsible for monitoring any Statewide or National Interoperable channel assigned to them for an incident. The local Dispatch Center will monitor and respond to any communications traffic on the assigned interoperable channel until the completion of the incident.

Once the incident has been terminated and the interoperable resource is no longer needed, the Dispatch Center will notify Control One and release their responsibility for monitoring the tactical channel.

### **Management**

The Lead Agency will manage this policy. The Emergency Communications Coordinator will work with Control One to identify specific interoperable channels to be monitored 24/7 by Control One.

Each Dispatch Agency Manager will ensure their personnel are properly trained on the use of Statewide and National interoperability resources.

## **7.0 MAINTENANCE RESPONSIBILITIES**

### **7.1 System Maintenance**

#### **Purpose or Objective**

Defines the System maintenance responsibilities and roles. The maintenance levels for the 800 MHz Radio System and its subsystems shall be set to a standard to protect the overall functionality and integrity of the System for all users.

### **Operational Context**

The 800 MHz CCCS System is a complex network of radio sites and equipment that require highly trained engineering and technical personnel to constantly monitor the System and intervene as required to prevent System failure and quickly restore the System should any equipment experience failure. The CCCS Governance Committee has designated the Lead Agency as the primary agency responsible for the maintenance of the System. Agreements between the Lead Agency and maintenance contractors are at the Lead Agency's discretion, but the Lead Agency is ultimately responsible for the System maintenance.

### **Recommended Procedure**

Any maintenance issues affecting the System will be addressed and resolved by the Lead Agency. The Lead Agency may, at its discretion, involve contract vendors in the process as necessary

For emergency and urgent repairs, the Lead Agency may request and expect cooperation from support resources (e.g. – support staff and/or parts) from other agencies to restore equipment/systems to normal operation.

For day-to-day maintenance, the Lead Agency or its contract vendor shall maintain the equipment.

Repair of any equipment not normally maintained by the Lead Agency requires the notification and consent of the owning agency.

The Lead Agency and/or their contracted service providers are responsible for:

- FAA registrations, FCC ASR registrations and FCC licenses, ensuring that equipment is properly licensed and copies of the licenses are posted at the sites as required by regulations.
- Maintaining equipment within the limits of County of Orange FCC licenses.
- Notifying the responsible personnel of equipment and location issues that require attention.
- Managing the inventory of the radio subscriber and infrastructure equipment.
- Ensuring that equipment at the tower sites that is not part of the System inventory shall be clearly labeled to indicate agency ownership.
- Routine equipment maintenance logs are kept at the sites.
- Maintaining current copies of all as-built documentation at each site and at the Lead Agency office. Lead Agency is responsible for ensuring the accuracy of all as-built data related to the infrastructure equipment and any changes shall be immediately documented. Lead Agency shall distribute the updated information as required.
- Coordinating, implementing and/or overseeing configuration changes affecting the System infrastructure.

- Any work being scheduled affecting the System and/or subsystems performance and reasonable notification to the System's users of same.
- Ensuring all technicians assigned to work on System equipment have successfully completed appropriate training on the equipment. Training requirements are referenced in the training section of the SOP.
- Following a preventive maintenance plan as defined in the preventative maintenance section of the manufacturers' manuals.
- Maintaining a list of the qualifications and contact information of technical staff in the event of an emergency.
- Maintaining a list of the available spare parts/equipment pertaining to the System and subsystems.
- Ensuring any equipment upgrades or changes affecting normal operations of the System are discussed and approved by the Governance Committee.
- Determining how critical an equipment failure is operationally, determining the appropriate action, and escalating or de-escalating the repair process as needed.

### **Management**

The Lead Agency is responsible for managing the maintenance of the System equipment and sites and managing the repair responsibilities in emergency situations.

## **7.3 Maintenance / Repair Notifications**

### **Purpose or Objective**

Defines the procedure for notifications of scheduled and unanticipated maintenance activities having an impact on normal System operations, System interruptions, and System outages.

It is the policy of the Lead Agency to provide guidelines for user notifications for any maintenance actions having a potential for System interruptions.

### **Technical Background**

Typically, equipment functionality can change when hardware and software configuration alterations or other maintenance activities are performed. Advanced notification of planned maintenance activities that impact the normal operation of the System allows user agencies and subscribers to make preparations as needed. Notification will also be made to user agencies when a catastrophic failure happens.

If the notification process is difficult and lengthy, it can become a barrier to making notification to user agencies.

Failure to make proper notification to user agencies can result in unneeded confusion, disruption or loss of public safety communications, and possible compromise of any special operations communications.

### **Operational Context**

Affected agencies shall be notified of maintenance activities that impact their subscribers on the System. Agency notification of radio maintenance activities to their individual subscribers is at the discretion of the user agency's designated representative.

### **Protocol / Standard**

The Lead Agency is responsible for monitoring the System on a 24-hour basis, through various methods including on-site staff in the System Watch unit. Maintenance activities, planned or unplanned, that could impact the subscribers usage of the System requires notification to the affected agency's radio representatives.

In the event of planned maintenance, all efforts should be made to conduct this type of activity during off-peak hours where radio utilization is as low as possible. If an emergency or high priority incident is in progress at the time of scheduled maintenance, it may be necessary to reschedule or delay the maintenance until the situation has stabilized and can be safely moved to alternate talkgroups or channels.

### **Procedure**

A reasonable advance notice shall precede planned maintenance activities that affect the agencies using the System. The notification methods shall be by phone, e-mail, radio, or any combination of the same. The notification will consist of:

- The type of planned maintenance activity.
- When the maintenance will be conducted.
- The amount of time anticipated to complete the activity.
- The anticipated impact to the System and subsystems.

If a known activity has a significant operational impact upon any specific agency, a confirmation of receipt of notification shall be obtained. It is the responsibility of the Lead Agency to ensure that all affected users are notified will in advance of any such operations. Whenever possible, these operations shall be scheduled when the normal radio traffic is slowest.

Prior to commencing the maintenance operation, personnel from the Lead Agency shall coordinate with Control One to contact each affected dispatch center's supervisor for a last minute situational briefing.

Once maintenance operations begin, if dispatch operations recognize a need to terminate the operation, or if unexpected problems occur, a communications supervisor must call Control One to have the technical staff notified of the situation.

Unanticipated maintenance or equipment failures affect the agencies on the System and require notification to the affected agency's radio representative.

Upon notification of an equipment outage, Lead Agency technical staff is expected to:

- Determine the impact of the impairment to the operation of the System. A minor failure is something that either does not affect or minimally affects user functionality. A major failure is something that seriously affects or risks user functionality of the System.

- Determine if there are internal or external factors that alter the priority of System impairment, such as weather, subscriber loading unique public safety activities or impending events, etc.
- Determine if manual intervention is required. A serious failure requires initiating repair processes regardless of the time of day. Minor failures can wait until normal business hours or other convenient time before repair. The determination is at the discretion of the Lead Agency, and shall be based on internal System functionality and external subscriber needs.
- Determine if additional external resources are required.

Once the operation or repairs are complete, Lead Agency personnel shall contact Control One for an update and user feedback.

When requested by the Governance Committee, the details of the recovery processes may be reviewed for improvements.

### **Management**

The Lead Agency is responsible for maintaining this policy and ensuring representatives from all affected agencies are notified as appropriate. Each agency's radio representatives are responsible for notifications within their respective agencies.

## **7.4 System Coverage**

### **Purpose or Objective**

Establishes the requirements for regular outdoor testing and verification of System signal quality and coverage.

### **Technical Background**

Signal coverage of the System fluctuates constantly and is influenced by many conditions including but not limited to:

- Terrain.
- Weather.
- Vegetation.
- Building Construction.
- Equipment Condition.
- Location.

Regular sampling of signal quality and strength at pre-designated locations will help to confirm adequate coverage, or if a problem might have developed in certain locations due to changes in one of the above conditions.

### **Operational Context**

Periodic coverage testing is a critical component of System operation and maintenance, and will continue toward identifying and mitigating any signal coverage issues, including any potential effects of new building construction and development.

**Protocol / Standard**

Lead Agency staff performs comprehensive signal coverage test to evaluate the System's signal strength and quality across the service area. The locations and number of individual test points shall be based on the area's building density and known areas of poor coverage.

The results of each test will be compared to previous results and monitored for signal degradation. Test results will be stored on a shared data server for historical comparisons.

**Management**

The Lead Agency Director oversees the process, evaluates the results, develops remediation strategies, and reports significant findings to the Governance Committee.

**7.5 Repair Parts Inventory****Purpose or Objective**

Establishes an inventory control procedure for infrastructure and subscriber repair parts.

It is the policy of the Lead Agency to ensure that planning is in place and available resources identified to expedite the recovery of the System and related components in the case of disaster, catastrophic failure or other major incident that affects operations of the System.

**Operational Context**

Lead Agency will maintain an inventory of spare parts for regular repairs to the System and subscriber radios.

**Protocol / Standard**

The spare parts inventory for infrastructure and subscriber units shall be kept at Lead Agency facilities for ready access when needed.

**Management**

The Lead Agency maintains and manages the repair parts inventory.

**7.6 Disaster Recovery****Purpose or Objective**

Establishes the minimum requirements for a System disaster recovery plan.

It is the policy of the Governance Committee and Lead Agency to ensure that planning is in place and resources identified and available to expedite the recovery of the System and related components in the case of disaster, catastrophic failure or other major incident that affects operations of the System.

**Operational Context**

Lead Agency personnel will maintain a comprehensive plan for restoration of the System during times of disaster. If the Operational Area EOC is activated, the Emergency Communications

Coordinator (ECC) must be notified of any System problem so that it can be logged into WebEOC.

### **Management**

The Lead Agency maintains and manages the Disaster Recovery Plan.

## **8.0 SITE AND SYSTEM SECURITY**

### **8.1 Site Security**

#### **Purpose or Objective**

Establishes the minimum requirement to provide site security and protect the integrity of the System's radio towers equipment shelters and equipment.

#### **Technical Background**

Security measures have the overall benefit of protecting the functionality, integrity and operation of the System. Details of specific security measures cannot be placed within a public document as this would compromise measures used in monitoring and maintaining security.

#### **Operational Context**

The physical security of equipment, facilities, and structures making up the core of the radio System infrastructure is paramount to the reliability and availability of communications carried on the System. Each site is within a fenced, gated and locked compound, with shelter entry monitored and reported to a central monitoring point. A remote controlled camera systems are installed and monitored for any unauthorized entry or security concerns.

#### **Protocol / Standard**

Access to the sites are tightly controlled and entry to those sites is granted only to those personnel with proper authorization from the Lead Agency. All personnel requiring site access must be accompanied by Lead Agency staff. Unaccompanied access to any System site is not authorized. Entry alarms for the remote sites are received at Systems Watch and sent immediately to Lead Agency technical support staff.

#### **Procedure**

Notification to Lead Agency Technical staff and Systems Watch is required of all agencies and vendors prior to gaining site access. Any person requiring access to the tower sites for any reason shall have full clearance from the Lead Agency and be accompanied and monitored by Lead Agency personnel while on site. Law enforcement personnel will be immediately notified and dispatched to any site with unexpected or unexplained alarms or unidentified personnel viewed remotely from the camera systems.

Any agency or vendor requiring access to any tower site or equipment location shall make immediate notification to the Lead Agency of urgent issues such as discharged employees or cancelled contracts.

When a site has been vandalized or broken into, the jurisdictional law enforcement agency should be notified. The person who discovers the event has the responsibility to preserve the crime scene and not contaminate it. He/she should have Systems Watch log the time when the event was discovered and any other pertinent information relating to the site/scene. Systems Watch should notify the appropriate local law enforcement agency as well as the Orange County Sheriff's Department Watch Commander and Control One. Other agencies may be notified if they own equipment at the site. Lead Agency will notify all affected agencies as soon as possible.

When the site is off the air due to a crime, the technician should refrain from making entry unless permission has been given by the Lead Agency Director due to extreme circumstances taking place that requires coverage from the site.

If a radio technician should arrive at a site and an unauthorized vehicle or person is on the property, they should back off, notify Systems Watch and call 911. The technician should give the 911 call taker the street address and advise them of the situation. If there is no cell service on site, the technician should radio the information to Systems Watch and request law enforcement response. Systems Watch personnel should immediately contact the appropriate law enforcement agency to request response. Systems Watch personnel will also notify Lead Agency supervisors and management. At no time should the technician put themselves at risk of harm.

If a technician has to respond to a vandalized remote site after normal business hours, it is recommended for safety reasons that a minimum of two persons respond to the site. Law enforcement may be requested to go to the site with the technician.

### **Management**

The Lead Agency Director is responsible for managing this procedure.

## **8.2 Network Operational Security**

### **Purpose or Objective**

Establishes the specific security measures for System and subsystem equipment and to define site security policy.

### **Technical Background**

Security measures have the overall benefit of protecting the functionality, integrity and operation of the System. Details of specific security measures cannot be placed within a public document as this would compromise measures used in monitoring and maintaining security.

### **Protocol / Standard**

All items identified as 'Restricted Information' will be maintained in secure areas within the control of the Lead Agency and is not available outside of the Lead Agency except by formal written request.

Technical information that can compromise System security is considered 'Restricted Information'.

The System's network is protected from other data networks by isolation or by using System manufacturer specified and configured firewall with the approval of the Lead Agency.

All remote access points to the System are kept secure and are coordinated with the Lead Agency.

Passwords protect the System and subsystem equipment for the purpose of preventing unauthorized access to equipment. The Lead Agency issues and manages the passwords.

User login accounts are protected with passwords providing an appropriate level of protection. If a password is suspected of being compromised, it must be immediately updated or the user account will be disabled pending resolution.

External devices (computers, modems, routers, data storage, etc.) shall not be connected to the System network, computers, or consoles without the approval of the Lead Agency Director. Any such device must also be supplied, supported, and maintained by the user Agency's Information Technology department or service provider to ensure the most current device security software and virus protection is in place.

At no time will any personally owned device be connected to any port or connector on the System. Any such action may result in the immediate revocation of access privileges for the offender and/or agency.

It is recommended that computers used for programming or maintenance not be connected to the internet to help reduce possibility of virus infection.

A 'Group Policy' shall be implemented on the System to prevent the use of external USB ports on all dispatch consoles.

#### **Procedure**

All agencies, contractors, and personnel that require access to Lead Agency controlled sites, equipment or networks must pass a comprehensive background check before access is allowed and must be accompanied by Lead Agency staff while on site.

Violations of System security policy or procedures may jeopardize the System and result in the loss of a technician's, agency's or vendor's privileges to access the System.

System documentation is classified as 'Restricted Information'.

#### **Management**

The Lead Agency Director is responsible for the network, equipment, and site security of the System.

### **8.3 Software, Firmware and Document Security**

#### **Purpose or Objective**

Establishes the minimum security measures and procedures to protect the integrity of the System software and programming.

### **Technical Background**

The documentation, service and technical manuals, databases, spreadsheets and software of the System contain critical operational and technical information that could compromise the System if obtained by unauthorized personnel and is classified as 'Restricted Information'.

### **Operational Context**

The documentation and software of the System changes as the System evolves. Those changes and revision must be documented and maintained in a central location for quick and easy access for the technical support staff.

### **Protocol Standard**

In the best interest of public safety, all documentation, service and technical manuals, databases, spreadsheets and software of the System are considered 'Restricted Information'.

Software relating to the programming of any System component shall only be installed on authorized government owned computers or Lead Agency authorized contractors' computers.

### **Procedure**

All items identified as 'Restricted Information' will be maintained in secure areas within the control of the Lead Agency Director. These items will only be shared with those who require knowledge of it for operational purposes. This information is not available to anyone outside of the Lead Agency. An exception may be made with a formal written request and approval from the Governance Committee. This information is not to be released to any personnel who do not have a legitimate and appropriate need for it.

### **Management**

The Lead Agency Director is responsible for managing this procedure.

## **9.0 APPENDIX**

---

### **9.1 Lead Agency Contact Information**

#### **Normal Working Hours – Monday-Friday 7:30AM – 4:30PM**

##### Customer Service – 714-704-7999

- Radio repair request
- Radio programming request
- Radio/accessories purchase request
- Dispatch console repair request

##### Systems Watch – 714-628-7020

- Lost/Stolen radio notification
- Radio deactivation
- Radio transmission history/statistics

#### **After Normal Working Hours**

Systems Watch – 714-628-7020

- Lost/Stolen radio notification
- Radio System coverage issues
- Emergency radio repair requests
- Emergency dispatch console repair requests

Control One – 714-834-7008

- Operational issues
- Request restricted talkgroup assignment
- Interoperability assistance
- Emergency radio or console repair requests

**Physical Address:**OCSD/Technology Division – Administration & Radio Repair

840 N. Eckhoff St.  
Suite 104  
Orange, CA 92868

**9.2 Glossary – Definitions and Acronyms**

Item/Acronym	Definition
700MHz	For Public Safety LMR, digital P25 voice radio channels between 769/775 MHz and 799/805 MHz. Channels have 30 MHz separation between Tx & Rx when repeated. FCC designated low power channels can be used analog voice.
7CALL / 7TAC	Nationwide 700 MHz Calling and Tactical channels
800MHz	For Public Safety LMR, analog or digital voice or data radio channels between 806/816 and 851/860 MHz. Channels have 45 MHz separation between Tx & Rx when repeated.
8CALL / 8TAC	Nationwide 800 MHz Calling and Tactical channels
ACU-1000	An audio gateway device capable of connecting disparate radio systems, channels, or talkgroups together during on-scene operations, similar to a console patch between talkgroups
AES	Advanced Encryption Standard
Alias	A common alphanumeric name used to identify a radio, talkgroup, site, etc. rather than referencing the assigned 6 digit ID number
ANSI	American National Standards Institute
APCO	Association of Public-Safety Communications Officials
APCO P25	A public-safety digital radio standard

Item/Acronym	Definition
ASK	Advanced System Key
BDA	Bi-Directional Amplifier, relays radio signals into and out of a building
BER	Bit Error Rate
CCCS	Countywide Coordinated Communications System
Channel	A pair of frequencies, transmit and receive, that are used for a single communications path
Channel Bank	A device that combines multiple data and/or audio inputs into TDMA format so that it can be transmitted over microwave or T1 circuit and shared between transmitter sites
Code plug	The file containing a specific radio's programming parameters
COMC	Communications Coordinator
COML	Communications Unit Leader
COMT	Incident Communications Technician
Console Patching	Ability to connect channels via dispatch consoles
Consolette	A mobile radio mounted into a case with power supply and converted for desk-top use
Control Station	An installed radio unit, sometimes a mobile radio, normally found at a desk or common work area indoors or directly connected to a console or other fixed transmitting location
DAS	Distributed Antenna System, relays radio signals into and out of a building
Digital radio	Digital radios turns sound (by signal processing) into patterns of digits (numbers) rather than the radio waves which are used for analog transmissions.
Dispatch Console	A fixed radio operator position with multiple radio resources and features that can access any subset of talkgroups and/or conventional channels
ECC	Emergency Communications Coordinator
EIA	Electronic Industry Alliance
EMS	Emergency Medical Services
EOC	Emergency Operations Center
FAA	Federal Aviation Administration
FCC	Federal Communication Commission
Fixed	Radio equipment that is installed at a radio site or dispatch center
Fleetmap	The master spreadsheet plan of the talkgroups, zones, Failsoft assignments, alias information and other pertinent System and radio programming
FM	Frequency Modulation
Gateway	A device that allows two or more radio or voice devices to be connected together
IAP	Incident Action Plan

Item/Acronym	Definition
IC	Incident Command
ICALL	Calling Channel for ITAC
ICC	Incident Communications Center
ICP	Incident Command Post
ICS	Incident Command System
ICS 205	Incident Radio Communications Plan
ICS 217	Communications Resource Availability Worksheet
ID	Identification
Infrastructure	All of the fixed electrical and mechanical equipment, towers and building structures, generators, transmitters, controllers, antennas, microwave and ancillary equipment that comprise the operational backbone of the radio System
Inter-agency	Located or occurring between two or more agencies
Interoperability	The ability of Public Safety responders to share information via voice and data communications systems on demand, in real time, when needed, and as authorized.
Interoperable	Ability of a system to use the parts or equipment of another system
ITAC	Conventional mutual aid channel 800 Mhz
ITS	Information Technology Services
IUID	Item Unit Identification number is a unique number assigned to each individual subscriber radio authorized to have access to the System.
Lead Agency	Agency primarily responsible for maintenance, management, operation and enhancement of the CCCS System. The CCCS Governance Committee has designated the Orange County Sheriff Department Technology Division as the Lead Agency.
LMR	Land Mobile Radio
Logging	The act of recording radio conversations for replay as required
MCC	Mobile Communicaiton Center
MCU	Mobile Communications Unit
MCV	Mobile Communications Vehicle
MHz	Abbreviation for megahertz. 5 MHz = 5,000,000 Hz or 5,000 kHz. A unit of measure for the number of times a frequency makes one complete cycle in one second
Mission Critical	For mission critical applications, users have an expectation of "immediate" communication with their dispatch or command center and little to no end-to-end audio delays.
Mobile Radio	A vehicular mounted radio with an power source and antenna
Mutual Aid	Personnel, equipment, or services provided to another jurisdiction

Item/Acronym	Definition
NECP	National Emergency Communications Plan
NGOs	Non-Governmental Organizations
NIMS	National Incident Management System
OCCOPSA	Orange County Chiefs of Police and Sheriff's Association
OTAP	Over the Air Programming
OTAR	Over the Air Rekeying
P25	A suite of standards for digital radio communications for use by federal, state and local public safety agencies in North America to enable them to communicate with different vendor radio systems using a common platform
Patch	Electrically connecting two or more radio channels or talkgroups so that those users of those separate resources are able to communicate with each other
POC	Point of Contact
Portable	A lightweight, completely self-contained radio unit usually worn on user's belt
Public Safety	An agency, department, or individual directly involved with the health, safety, and/or security of the public including, but not limited to police, fire, emergency management, and medical personnel and responders
Public Service	An agency, department, or individual involved with providing non-emergency type services to the public including, but not limited to utilities, transportation, education, and other governmental services, supporting public safety
Restricted Information	Documentation, service and technical manuals, databases, spreadsheets and software of the System containing critical operational and technical information that could compromise the System if obtained by unauthorized personnel.  All items identified as 'Restricted Information' will be maintained in secure areas within the control of the Lead Agency and is not available outside of the Lead Agency except by formal written request.
RF	Radio Frequency
SCIP	Statewide Communications Interoperability Plan
SEOC	State Emergency Operations Center
Simplex	Radio to radio communications on one frequency. Also called Direct
Simulcast	A type of radio communications in which voice communications are transmitted from multiple radio sites and can be received simultaneously by field units to provide wide area coverage
Site	The physical location of an antenna tower, equipment shelter and radio System infrastructure equipment
SOP	Standard Operating Procedure
SOW	Site on Wheels
Subscriber Unit	A mobile, hand held or control station radio used on a trunked radio system
System User	An individual operating a radio authorized to access the System.

Item/Acronym	Definition
System Watch	Lead Agency unit responsible for 24/7 monitoring of CCCS and responding to any System issues. This includes notifications, troubleshooting, callouts, repair, etc., resulting in System restoration.
TAC	Tactical on scene operation
Talk Around	Radio to Radio communications on one frequency, usually the same frequency on which a repeater transmits. Similar to Direct or Simplex
Talkgroup	Term usually used with trunked radio systems. A talkgroup is a predefined list of radios/users assigned a unique ID which allows them to communicate with each other over a trunked radio system.
Talkgroup Alias	Abbreviated naming of the talkgroup to fit within the 8 or 14 character radio display
Talkgroup Failsafe Channel	The system channel designated for a talkgroup when in the failsafe mode
Talkgroup ID	Numerical designation of the talkgroup in decimal and/or hexadecimal
Talkgroup Name	Name of the talkgroup as it is programmed into the system
TIA	Telecommunications Industry Association
Trunking/Trunked	The automatic and dynamic sharing of a number of communications channels between large numbers of radio users
UHF	Ultra High Frequency – Range of 300 to 3,000 MHz for public safety LMR usually refers to two bands. 380 to 460 MHz (low) and 460 to 512 MHz (high).
UPS	Uninterruptible Power Source – a battery back-up device that provides emergency power to connected equipment when utility power is not available.
User Agency	An agency authorized to operate a radio on the System.
VHF	Very High Frequency – For public safety LMR, usually refers to VHF High Band with a range of 136 to 164MHz. VHF Low Band has a frequency range below 100MHz.
Zone	An area in the radio / template containing positions for 16 individual talkgroups or conventional radio channels which is normally labeled by an acronym that closely represents the owner agency

IN WITNESS WHEREOF, the Partner agencies hereto have set their hands and seals on the date set forth opposite their respective signatures on identical counterparts of this instrument, each which shall for all purposes be deemed an original thereof.

[Name of Partner Agency, ie City of Anaheim]

By: \_\_\_\_\_  
[Governing Authority authorized signature ex. City Council Chairperson or City Manager]

Dated: \_\_\_\_\_

Approved as to From

By: \_\_\_\_\_  
City Attorney

Attest: \_\_\_\_\_  
[Clerk of Authority]



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF DEVELOPMENT SERVICES

DATE: NOVEMBER 16, 2021

**SUBJECT: CONSIDERATION OF EXTENDING RELAXATION OF CITYWIDE OUTDOOR REGULATIONS AND ON-SITE PARKING REQUIREMENTS FOR RESTAURANTS AND OTHER BUSINESSES**

FISCAL

IMPACT: NOMINAL EXPENDITURES RELATED TO STAFF REVIEW OF OUTDOOR BUSINESS AND ENCROACHMENT PERMITS AND WORKING WITH PARTICIPATING BUSINESSES. UNKNOWN REVENUE RESULTING FROM SALES TAX FROM RESTAURANTS SERVING MORE CUSTOMERS THAN TYPICAL OCCUPANCY STANDARDS

### **SUMMARY:**

On May 19, 2020, the City Council adopted Proclamation P-2020-03, which authorized the creation of an administrative program in response to COVID-19 to temporarily relax outdoor dining regulations and relax on-site parking requirements, and to waive related fees. Subsequently on November 3, 2020, the City Council adopted Proclamation P-2020-06 which extended the regulations to allow businesses to operate outdoors and relax on-site parking requirements, and to waive related fees.

On June 1, 2021, City Council adopted Proclamation P-2021-01, which extended the regulations to allow businesses to operate outdoors and relax on-site parking requirements citywide (the Temporary Citywide Outdoor Dining Program) and waive related fees until December 30, 2021, and also extended the Old Town Placentia Outdoor Business program for businesses located in and immediately adjacent to the 100-200 block of West Santa Fe Avenue until June 30, 2022 unless extended or terminated by City Council. City Council action on June 1, 2021 included direction to Staff to come back with analysis for City Council recommendation related to the Temporary Citywide Outdoor Dining Program within four (4) to six (6) months; and, to come back with analysis for formal City Council recommendation within nine (9) to 12 months related to the Old Town Placentia Outdoor Business program and street closure.

At this time, the Old Town Placentia Outdoor Business program will remain active until June 30, 2022 unless directed otherwise. The Temporary Citywide Outdoor Dining and Business Program will be expiring on December 30, 2021 and Staff is continuing to analyze the future of that program. In the meantime, Staff recommends adopting a Proclamation to extend the Temporary Citywide Outdoor Dining and Business Program until March 31, 2022 to allow Staff time to continue to analyze the future of that program.

**1. m.  
Nov. 16, 2021**

**RECOMMENDATION:**

It is recommended that the City Council do the following:

1. If approved, Direct the City Administrator, acting as the Director of Emergency Services, to extend the Temporary Outdoor Dining Establishment program to assist businesses in the following ways:
  - a. Outdoor Use of Public and Private Property. For the purpose of allowing businesses to request an increase in the allowable public and private space available for business activities and outdoor dining: relax outdoor dining and outdoor business operation regulations, development standards and conditions of approval, and to establish regulations which allow outdoor consumption of alcohol at restaurants where indoor consumption of alcohol was already allowed until March 31, 2022 for Citywide Outdoor Dining Program businesses and June 30, 2022 for the Old Town Dining Program; and
  - b. Waive Fees. Waive the following fees until 11:59 p.m. on June 30, 2022:
    - i. Use of public space for outdoor business operations and outdoor dining; and
    - ii. Applications for a relaxation of outdoor business operations and outdoor dining regulations, including fees related to necessary Planning, Building and Fire permits; and
  - c. Parking. Allow a reduction in mandatory on-site parking on private property for increased outdoor business operations and outdoor dining space with a property owner's permission. In addition, extend the establishment of a 30-minute parking restriction for merchant curbside pick-up on City-owned property; and
  - d. Administration. Allow Staff to process these adjustments administratively. This includes making temporary administrative adjustments (i.e., reduction of enforcement on existing conditions of approval) to previously approved Use Permits and other entitlement mechanisms; and
  - e. Citywide Outdoor Dining. Authorize the City Administrator and/or his designee to execute all necessary documentation in a form approved by the City Attorney to extend the citywide temporary outdoor dining program for the purpose of allowing restaurants and other business activities to increase allowable public space available to adhere to the State's social distancing requirements in response to COVID-19 until March 31, 2022 and come back with analysis for City Council recommendation; and

- f. Old Town Placentia Street Closure. Authorize the City Administrator and/or his designee to execute all necessary documentation in a form approved by the City Attorney to extend the temporary closure of Santa Fe Avenue to facilitate outdoor dining for the purpose of allowing restaurants to increase allowable public space available to adhere to the State's social distancing requirements in response to COVID-19 until June 30, 2022 and come back with analysis for formal City Council recommendation within 6 months.

### **DISCUSSION:**

On May 19, 2020, the City Council adopted Proclamation P-2020-03, which authorized the creation of an administrative program in response to COVID-19 to temporarily relax outdoor dining regulations and on-site parking requirements, and to waive related fees. Proclamation P-2020-05 was adopted by City Council on July 21, 2020, extending the administrative program to allow other types of businesses to operate outdoors where that same business was already allowed and approved to operate indoors until November 19, 2020. Subsequently on November 3, 2020, the City Council adopted Proclamation P-2020-06 which extended the administrative program to June 30, 2021.

On June 1, 2021, City Council adopted Proclamation P-2021-01, which extended the regulations to allow businesses to operate outdoors and relax on-site parking requirements citywide (the Temporary Citywide Outdoor Dining Program) and waive related fees until December 30, 2021, and also extended the Old Town Placentia Outdoor Business program for businesses located in and immediately adjacent to the 100-200 block of West Santa Fe Avenue until June 30, 2022 unless extended or terminated by City Council. City Council action on June 1, 2021 included direction to Staff to come back with analysis for City Council recommendation related to the Temporary Citywide Outdoor Dining Program within four (4) to six (6) months; and, to come back with analysis for formal City Council recommendation within nine (9) to 12 months related to the Old Town Placentia Outdoor Business program and street closure.

If approved, the attached Proclamation would allow the City to extend its requirements related to all permitted businesses that may be approved to operate outdoors at the discretion of the City Administrator or designee. This will allow the City to continue to assist restaurants and other businesses to temporarily operate outdoors to maintain business and economic activity during the pandemic. On June 1, 2021, City Council provided additional direction to Staff regarding further extensions, and/or efforts to develop a permanent street closure of Santa Fe Avenue in Old Town Placentia.

### **Outdoor Use of Private and Public Property**

Regarding outdoor dining, there are two (2) types of outdoor dining in Placentia. Outdoor dining outside an establishment on private property (typically a private sidewalk or parking area), and outdoor dining on public property such as on a public sidewalk. Most businesses in Placentia have permits for outside dining on private property. Any restaurant utilizing public property would need an encroachment agreement (Encroachment Permit) with the City to use public right-of-way for outdoor dining purposes. Under the State's current COVID-19 guidelines, indoor dining occupancy is reduced to 50% of the allowable occupancy for a restaurant. Dine-in ability is key

for many restaurants and the reduction in occupancy may not be a viable option for long-term business success.

By approving Proclamation P-2020-03 in May 2020 and subsequent proclamations, the City allowed greater flexibility in temporary outdoor dining accommodations to include greater use of sidewalk areas (where sidewalks are wide enough to provide safe pedestrian and accessibility access) as well as on-street and off-street parking areas when such areas can be made safe for dining opportunities, such as the use of parkettes (on street) and utilization of parking stalls in off-street locations. The Proclamation P-2020-05 in July 2020 expanded this approval to other types of uses including, but not limited to, personal service businesses, salons, and fitness studios until November 19, 2020. Subsequently on November 3, 2020 the City Council adopted Proclamation P-2020-06 which extended the administrative program to June 30, 2021. This action, if approved would expand the Citywide approval to March 31, 2022. This will provide sufficient time for Staff to poll the business community, examine options, and prepare a regulatory framework should the Council wish to allow this type of use on a more permanent basis.

The City will continue to work with all businesses and property owners to ensure proper access and safety measures are maintained on private property, public sidewalks, and rights-of-way, ensuring areas are safe for diners. Maintenance of areas includes refuse removal and diligent cleaning protocols. These requirements are the responsibility of the permit holders and all applicable non-city regulations, such as restrictions upon alcoholic beverages, would be in effect unless otherwise modified by State action.

Most, if not all restaurants, including restaurants that serve alcohol, were entitled to do so via a Use Permit (UP). Occasionally, the entitlement for a given restaurant is a different mechanism (not a UP) that was reviewed and approved by the City. The individual entitlement would include parameters and conditions of approval related to the number of indoor and/or outdoor seats allowed (if any), where alcohol may be consumed (if at all), hours of operation, and the amount of parking needed. With prior proclamations, Staff recommended the City Administrator or their designee to make administrative adjustments to UPs and other approval mechanisms that result in adjustments to outdoor dining regulations, on-site parking requirements, development standards and conditions of approval related to outdoor dining and alcohol consumption at local businesses.

Staff recently surveyed the City related to the Citywide Outdoor Dining and Business program. A total of 31 Temporary Outdoor Business permits have been issued citywide (does not include Old Town Placentia businesses operating adjacent to the 100-200 block of West Santa Fe Avenue). At the time of Staff's survey on November 9, 2021, 14 businesses are still utilizing Temporary Outdoor Business permits.

#### **Old Town Placentia**

The closure of Santa Fe Avenue in Old Town has proven to be successful at assisting those businesses that may have experienced a reduction in sales as a result of COVID-19. During the course of the program, City staff met regularly with the business owners to make modifications to the program. These modifications included additional public parking signage, enforcement of two-hour parking, addressing homeless concerns in the area, and keeping the area clean and orderly

in the evenings. During the operation of the Old Town outdoor dining program Staff received multiple emails from visitors to the area supporting the street closure and inquiring about the continuance of the program and/or whether or not the City Council would consider permanently closing the street for outdoor dining purposes.

During the pandemic, many communities throughout Orange County created new opportunities for outdoor dining. While instituted as a temporary mechanism to offset impacts associated with the pandemic, there are some communities considering permanent placement of outdoor dining within their public right-of-way.

The term of the temporary relaxation of the outdoor dining and outdoor business regulations in Old Town was extended in June 2021 to end at 11:59 p.m. on June 30, 2022 unless otherwise extended by the approval of the City Council. During this 12-month period a comprehensive analysis would be conducted to determine the viability of a permanent closure along Santa Fe Avenue and the implementation of a comprehensive program for Outdoor Dining in Old Town Placentia.

#### **Long-Term Planning for Permanent Closure**

Consideration of longer-term closure of any street would require evaluation of several factors. These include, for example:

- Access needs for public safety, utility, and public works operations
- Access needs for properties fronting the streets
- Pedestrian, bicyclist, and disabled access and convenience
- Costs and fees for private use of the public right-of-way
- Urban design and aesthetic standards
- Traffic circulation and parking

#### **Items to be Considered in a Permanent Street Closure in Old Town Placentia**

If Council provides Staff direction to develop a permanent street closure analysis, the following items will take place:

- Design draft guidelines and application process for the outdoor dining in Old Town Placentia, including activities that can take place, noise attenuation, aesthetic considerations, etc.
- Parking and traffic analysis
- Analyze access needs for public safety, utility, and public works operations
- Review the Department of Alcoholic Beverage Control (ABC) guidance for the sale of alcohol on the public-right-of way
- Consult with the Orange County Health Care Agency
- Meet with merchants and residents regarding the proposed permanent street closure; and
- Revise the Streetscape Master Plan
- Establish interim costs for replacement program with Merchants to offset/eliminate City costs during the extension period
- Improve temporary signage for better traffic circulation
- Determine ongoing capital and maintenance cost for the permanent closure

- Establish ongoing source of funds to help offset maintenance costs (Business Improvement District, CFD, etc.)
- Meet with merchants and residents regarding the proposed permanent street closure

### **On-Site Parking Flexibility**

With the expected easing of restrictions upon retail locations, to include the use of curb-side and alternative pickup locations for ordered merchandise, it is also requested to provide the City Administrator continued flexibility related to on-site parking regulations to better work with retailers and restaurants. This may include temporarily reducing the amount of available on-site parking or other circulation/signage issues to ensure that pedestrian and vehicle safety are considered in any changes to facilitate curbside or parking stall delivery options by retailers.

Designated public parking spaces for the use of curbside pickup for pre-ordered food and drinks has been established within the North Santa Fe Alley. These public parking spaces are for curbside pickup for businesses such as Golden State Coffee Roasters, San Sushi, and Tlaquepaque. Parking for quick access merchant curbside pick-up in the city-owned public parking lot located in the North Santa Fe Alley will be facilitated by implementing 30-minute time-restricted parking in this parking lot designated for businesses located within the 100 block of Santa Fe Avenue. This also includes the implementation of circulation/signage to assure that pedestrian and vehicle safety are considered in any traffic circulation change.

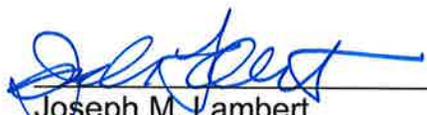
### **Environmental Review**

Approval of the proclamation as recommended is statutorily exempt from environmental review under the California Environmental Quality Act (CEQA) pursuant to Public Resources Code Section 20180(b)(4) (specific actions necessary to mitigate or prevent an emergency) and is categorically exempt from CEQA under CEQA Guidelines Sections 15301 (existing facilities) and 15304(e) (minor temporary use of land having negligible or no permanent effects on the environment).

### **FISCAL IMPACT:**

Nominal expenditures related to Staff review of outdoor dining, outdoor Business and Encroachment Permits and working with participating businesses through the permitting and inspection process. There will also be offsetting, but unknown revenue gains from ability of businesses to serve a higher number of customers than otherwise possible during this pandemic.

Prepared by:

  
\_\_\_\_\_  
Joseph M. Lambert  
Director of Development Services

Reviewed and approved:

  
\_\_\_\_\_  
Damien R. Arrula  
City Administrator

Attachments:

1. Proclamation No. P-2021-02 – Outdoor Dining and Business
2. Minutes Excerpt from City Council Meeting of June 1, 2021

## PROCLAMATION NO. P-2021-02

### **A PROCLAMATION BY THE DIRECTOR OF EMERGENCY SERVICES OF THE CITY OF PLACENTIA, AUTHORIZING THE CREATION OF AN ADMINISTRATIVE PROGRAM IN RESPONSE TO COVID-19 TO TEMPORARILY ALLOW BUSINESSES TO OPERATE OUTDOORS, RELAX PARKING REGULATIONS, AND TO WAIVE RELATED FEES**

WHEREAS, on January 30, 2020, the World Health Organization (WHO) declared the outbreak a “public health emergency of international concern” and on March 11, 2020, the WHO has elevated the public health emergency to the status of a pandemic. On January 31, 2020, United States Health and Human Services Secretary Alex M. Azar II declared a public health emergency for the United States to aid the nation’s healthcare community in responding to COVID-19. On February 26, 2020 the County of Orange declared a local emergency and a local health emergency. On March 4, 2020, California Governor Gavin Newsom declared a State of Emergency in California; and

WHEREAS, in declaring a State of Emergency, the Governor indicated that, as of March 4, 2020, there were 129 confirmed cases of COVID-19 in the United States, including 53 in California, and more than 9,400 Californians across 49 counties in home monitoring based on possible travel-based exposure to the virus, with officials expecting the number of cases in California, the United States, and worldwide to increase; and

WHEREAS; on March 13, 2020, the President of the United States issued a proclamation declaring the COVID-19 outbreak in the United States as a national emergency, beginning March 1, 2020; and

WHEREAS, conditions of extreme peril to the safety of persons and property have arisen due to the potential introduction of COVID-19 to Placentia and Orange County; and

WHEREAS, as of October 27, 2020, 914,000 Californians have had COVID-19, and 17,398 have died due to COVID-19; and

WHEREAS, as of October 27, 2020, 1,477 people in Orange County have died from COVID-19; and

WHEREAS, many local businesses have been hard hit by the economic downturn;

WHEREAS, businesses which are outside are safer than businesses conducted indoors; and

WHEREAS, during the pandemic there is a reduced need for on-site parking, and such parking spaces can safely be used to help accommodate outdoor businesses; and

WHEREAS, it is prudent for the city to extend the regulations to allow businesses to operate outdoors in a reasonable and safe manner; and

WHEREAS, on July 21, 2020, the City Council voted 4 to 1 to proclaim that it supports this action of the City Administrator, acting as the City's Director of Emergency Services, to assist businesses to operate outdoors; and

WHEREAS, on November 3, 2020, the City Council voted 5 to 0 to extend the support of this action of the City Administrator, acting as the City's Director of Emergency Services, to assist businesses to operate outdoors; and

WHEREAS, on June 1, 2021, the City Council voted 3 to 0 (2 absent) to extend the support of this action of the City Administrator, acting as the City's Director of Emergency Services, to assist businesses to operate outdoors.

**NOW, THEREFORE, IT IS PROCLAIMED AND ORDERED** by the City Administrator, acting as Director of the Emergency Services, that the City of Placentia's Director of Development Services extend the previously established program to assist local businesses to operate outdoors pursuant to the following provisions:

- A. The Citywide Outdoor Business program shall be operative through 11:59 p.m. on March 31, 2022 unless extended or prematurely terminated by the City Council, and shall generally conform to the following:
  - 1. *Outdoor Businesses.* For the purpose of allowing businesses to request an increase in the allowable public and private space available for outdoor operations, development standards and conditions of approval, and to establish regulations which allow outdoor businesses where that same business was already allowed indoors; and
  - 2. *Waive Fees.* Waive fees relating to the following until 11:59 p.m. on March 31, 2022:
    - a. Use of public space for business operation; and

- b. Applications for a relaxation of outdoor operation regulations, including but not limited to Planning, Building and Fire Permits.
  3. *Parking*. Allow a reduction in mandatory on-site parking on private property for increased outdoor business space with a property owner's permission; and
  4. *Administration*. Establish a means to process these adjustments administratively. This includes making temporary administrative adjustments (i.e., reduction of enforcement on existing conditions of approval) to previously approved Use Permits and other entitlement mechanisms; and
  5. *Street Closures*. Any proposals requesting a full or partial public street closure must be reviewed and approved by City Council.
- B. The Old Town Placentia Outdoor Business program for businesses located in and immediately adjacent to the 100-200 block of West Santa Fe Avenue shall be operative through 11:59 p.m. on June 30, 2022 unless extended or prematurely terminated by the City Council, and shall generally conform to the following:
1. *Outdoor Businesses*. For the purpose of allowing businesses to request an increase in the allowable public and private space available for outdoor operations, development standards and conditions of approval, and to establish regulations which allow outdoor businesses where that same business was already allowed indoors; and
  2. *Waive Fees*. Waive fees relating to the following until 11:59 p.m. on June 30, 2022:
    - a. Use of public space for business operation; and
    - b. Applications for a relaxation of outdoor operation regulations, including but not limited to Planning, Building and Fire Permits.
  3. *Parking*. Allow a reduction in mandatory on-site parking on private property for increased outdoor business space with a property owner's permission; and
  4. *Old Town Placentia*. Authorize the City Administrator and/or his designee to execute all necessary documentation in a form approved by the City Attorney to extend the temporary closure of a portion of Santa Fe Avenue to facilitate outdoor dining for the purpose of allowing restaurants to increase allowable public space available in response to COVID-19 until June 30, 2022; and

5. *Administration.* Establish a means to process these adjustments administratively. This includes making temporary administrative adjustments (i.e., reduction of enforcement on existing conditions of approval) to previously approved Use Permits and other entitlement mechanisms; and
6. *Street Closures.* Any proposals requesting a full or partial public street closure must be reviewed and approved by City Council.

**PROCLAIMED this 16<sup>th</sup> day of November 2021.**

---

Damien R. Arrula, City Administrator  
and Director of Emergency Services

---

Christian L. Bettenhausen, City Attorney

ATTEST:

---

Robert McKinnell, City Clerk

presentation included maps and descriptions of the project areas, an environmental analysis, and Staff recommendations.

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

Placentia resident Jeff Buchanan came to the podium to remind City Council of the comment during Oral Communications from a business owner in one of the project areas under consideration.

A brief discussion followed regarding permitted uses of properties, the City's noise Ordinance and Zoning Code, and advance notice to new residents.

Mayor Green closed the public hearing at 9:48 p.m.

Motion by Shader, seconded by Smith, and carried a (4-0-1, Yamaguchi absent) vote to approve Resolution R-2021-36, as recommended.

Motion by Shader, seconded by Smith, and carried a (4-0-1, Yamaguchi absent) vote to approve the introduction of Ordinance O-2021-05, as recommended.

### **3. REGULAR AGENDA:**

Item 3.a. was taken out of order before the Public Hearings portion of the agenda.

3.b. **Resolution Adopting "Vehicle Miles Traveled" Thresholds of Significance for Purposes of Analyzing Transportation Impacts Under the California Environmental Quality Act and Approving Local Traffic Impact Analysis Guidelines**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Approve Resolution No. R-2021-37 a Resolution of the City Council of the City of Placentia, California, adopting "Vehicle Miles Traveled" (VMT) thresholds of significance for the purpose of analyzing transportation impacts pursuant to the California Environmental Quality Act (CEQA) and approving local Traffic Impact Analysis (TIA) guidelines for the City of Placentia.

**(Approved 4-0-1, to approve Item 3.b., as recommended, Yamaguchi absent)**

City Administrator Arrula introduced Deputy City Administrator Estevez. Deputy City Administrator Estevez introduced Delia Votsch, Senior Transportation Engineer with Fehr and Peers, who gave a brief presentation which included a California Senate Bill (SB) 743 traffic study guidelines update, the Placentia study with six (6) other Orange County cities, the traffic study procedure, the traffic study methodology and thresholds, other questions, and a conclusion and next steps.

Councilmember Shader questioned if the numbers presented were determined by a County study and if the City must commission a City study to compare results. She asked how the County average was determined.

Motion by Smith, seconded by Shader, and carried a (4-0-1, Yamaguchi absent) vote to approve Resolution R-2021-37, as recommended.

3.c. **Extending Relaxation of Citywide Outdoor Regulations and On-Site Parking Requirements for Restaurants and Other Businesses and Consideration of Extending the Temporary Street Closure on Santa Fe Avenue for Outdoor Dining in Old Town Placentia in Response to COVID-19 and Provide Direction to Staff on Further Extensions, Discontinuance or Efforts To Develop a Permanent Street Closure on Santa Fe**

Fiscal Impact: Nominal expenditures related to Staff review of outdoor business and encroachment permits and working with participating businesses. Unknown revenue

resulting from sales tax from restaurants serving more customers than typical occupancy standards.

Recommended Action: It is recommended that the City Council:

- 1) Review the presentation and provide direction to Staff on the following:
  - a. Whether or not to extend the Temporary Citywide Outdoor Dining Program (both Old Town public and private); and
  - b. Determine whether or not City Council wishes to explore a regulatory framework and options for a permanent or semi-permanent Citywide Outdoor Dining Program; and
  - c. Determine whether or not City Council wishes to explore a regulatory framework and options for the permanent street closure associated with the Old Town Placentia Outdoor Dining program; and
- 2) If approved, direct the City Administrator, acting as the Director of Emergency Services, to extend the Temporary Outdoor Dining Establishment program to assist businesses in the following ways:
  - a. Outdoor Use of Public and Private Property. For the purpose of allowing businesses to request an increase in the allowable public and private space available for business activities and outdoor dining: relax outdoor dining and outdoor business operation regulations, development standards and conditions of approval, and to establish regulations which allow outdoor consumption of alcohol at restaurants where indoor consumption of alcohol was already allowed until December 30, 2021 for Citywide Outdoor Dining Program businesses and June 30, 2022 for the Old Town Dining Program; and
  - b. Waive Fees. Waive the following fees until 11:59 p.m. on June 30, 2022:
    - i. Use of public space for outdoor business operations and outdoor dining; and
    - ii. Applications for a relaxation of outdoor business operations and outdoor dining regulations, including fees related to necessary Planning, Building and Fire permits; and
  - c. Parking. Allow a reduction in mandatory on-site parking on private property for increased outdoor business operations and outdoor dining space with a property owner's permission. In addition, extend the establishment of a 30-minute parking restriction for merchant curbside pick-up on City-owned property; and
  - d. Administration. Allow Staff to process these adjustments administratively. This includes making temporary administrative adjustments (i.e., reduction of enforcement on existing conditions of approval) to previously approved Use Permits and other entitlement mechanisms; and
  - e. Citywide Outdoor Dining. Authorize the City Administrator and/or his designee to execute all necessary documentation in a form approved by the City Attorney to extend the citywide temporary outdoor dining program for the purpose of allowing restaurants to increase allowable public space available to adhere to the State's social distancing requirements in response to COVID-19 until December 30, 2021 and come back with analysis for City Council recommendation within 4-6 months; and
  - f. Old Town Placentia Street Closure. Authorize the City Administrator and/or his designee to execute all necessary documentation in a form approved by the City Attorney to extend the temporary closure of Santa Fe Avenue to facilitate outdoor dining for the purpose of allowing restaurants to increase allowable public space available to adhere to the State's social distancing requirements in response to COVID-19 until June 30, 2022 and come back with analysis for formal City Council recommendation within 9-12 months.

**(Approved 3-0-2, to approve Item 3.b., as recommended, Yamaguchi and Wanke absent)**

City Administrator Arrula introduced Director of Development Services Lambert who gave a brief presentation on outdoor regulations and the temporary street closure on Santa Fe Avenue which included background, the citywide outdoor business program, current examples of outdoor dining, key policy considerations, outdoor dining in Old Town Placentia, samples of outdoor dining in other cities, the Santa

ATTACHMENT 2

Fe Avenue closure, long-term planning considerations, additional considerations, and Staff recommendations.

City Administrator Arrula noted that the City Council must consider the policy questions first and, if approved, consider the additional recommendations.

Councilmember Shader mentioned SB 314 which would extend alcohol sales outdoors for restaurants if signed by Governor Newsom. She voiced her support for continuing to allow outdoor business in Placentia and discussed the need for improved signage, traffic flow, and parking if the street closure were continued.

Councilmember Smith noted that he was in favor of the proposed policy changes.

Mayor Pro Tem Wanke left the meeting at approximately 10:10 p.m.

Mayor Green expressed his support of the proposed policy changes.

City Administrator Arrula confirmed that there was City Council consensus to approve the proposed policy changes and called for a motion to approve the administrative items listed under Recommendation 2.

Motion by Shader, seconded by Smith, and carried a (3-0-2, Yamaguchi and Wanke absent) vote to approve Item 3.c., as recommended.

**CITY COUNCIL/BOARD MEMBERS REQUESTS:**

Mayor Green announced the Mayor Pro Tem Wanke had been appointed as Vice Chair of the Orange County Sanitation District Board of Directors.

Mayor Green requested that the Citizens' Oversight Committee review Policy 460 regarding the distribution of Measure U funds to provide more funds for personnel retention without endangering the growth of the City's reserves.

**ADJOURNMENT:**

The City Council/Successor Agency/ICDA/PPFA Board of Directors adjourned at 10:26 p.m. to a regular City Council meeting on Tuesday, June 15, 2021 at 5:00 p.m.

  
\_\_\_\_\_  
Craig S. Green, Mayor/Agency Chair

ATTEST:

  
\_\_\_\_\_  
Robert S. McKinnell, City Clerk/Agency Secretary





# Placentia City Council

## **AGENDA REPORT**

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF ADMINISTRATIVE SERVICES

DATE: NOVEMBER 16, 2021

SUBJECT: **MEMORANDUM OF UNDERSTANDING TERMS BETWEEN THE CITY AND THE PLACENTIA CITY EMPLOYEES' ASSOCIATION, UNREPRESENTED EMPLOYEES, AND PLACENTIA POLICE AND FIRE MANAGEMENT ASSOCIATION**

### FISCAL

IMPACT: FISCAL YEAR 2021-22 \$763,357 (Estimated)  
FISCAL YEAR 2022-23 \$908,713 (Estimated)

### **SUMMARY:**

The City and the Placentia City Employees' Association (PCEA) and Placentia Police and Fire Management Association (PPFMA) have been engaged in good faith labor negotiations and have reached terms on the wages, hours, and working conditions for their respective employees. Consistent with past years, unrepresented employees receive applicable benefits similar to PCEA.

### **RECOMMENDATION:**

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

1. Approve the terms between the City and the Placentia Police and Fire Management Association; and
2. Approve the terms between the City and the Placentia City Employees Association and as applicable to unrepresented employees; and
3. Authorize the City Administrator, to execute Memorandums of Understanding based upon the terms for PPFMA and PCEA on behalf of the City, in a form approved by the City's Labor Counsel.

### **DISCUSSION:**

The Memorandum of Understandings (MOUs) between the City and the PCEA and PPFMA expired on June 30, 2021. City representatives have been in discussion with the labor group representatives during the past six months. Based upon City Council direction and with cooperation from PPFMA and PCEA, the negotiations process has been successfully completed between these parties.

**1. n.**  
**Nov. 16, 2021**

The terms for this MOU include the following compensation and benefit adjustments:

PPFMA

1. Term: July 1, 2021 – June 30, 2023
2. Compensation: 5% market rate adjustments for sworn police classifications effective the first full pay period of July 2021 and 5% effective the first full pay period of July 2022.
3. Compensation: 3% market rate adjustments for Battalion Chiefs effective the first full pay period of July 2021 and 3% effective the first full pay period of July 2022.
4. Holiday Closure: continue PTO leave for the holiday closure for the term of the agreement.
5. Police Lieutenants and Captains shall be eligible for 4% salary differential for possession of a Bachelor's degree and 6% salary differential for possession of a Master's degree.
6. Fire Battalion Chiefs shall be eligible for a 2% salary differential for possession of an Associate of Arts degree, 4% for possession of a Bachelor's degree and 6% for possession of a Master's degree.
7. One-Time Bonus: All employees in paid status as of the approval and adoption of the MOU will receive a one-time 3% non-PERSable bonus, based upon adjusted wages as of July 1, 2021.

PCEA

1. Term: July 1, 2021 – June 30, 2023
2. Compensation: 3% market rate adjustments effective the first full pay period of July 2021 and 3% effective the first full pay period of July 2022.
3. Holiday Closure: continue PTO leave for the holiday closure for the term of the PCEA agreement.
4. Boot Allowance: add Records Specialist, Public Safety Dispatchers, and Senior Code Enforcement Officer as eligible classifications.
5. Uniform Cleaning: add Records Specialist and Parking Control Officer as eligible classifications.
6. Class and Compensation Study: City shall conduct and complete a classification and compensation study of all PCEA represented classifications no later than December 31, 2022. Results from the market study shall be subject to meet and confer as part of any successor MOU negotiations for contract beginning July 1, 2023.
7. Public Safety Dispatch:
  - a. Public Safety Dispatchers who serve in the capacity of Trainer shall receive special pay in an amount equal to 5% of base pay for all hours worked.
  - b. Public Safety Dispatchers who are scheduled to work an Overtime shift and subsequently have the Overtime shift cancelled with less than 24-hours' notice shall receive 2 (two) hours of regular pay for each occurrence.
8. One-Time Bonus: All employees in paid status as of the approval and adoption of the MOU will receive a one-time 3% non-PERSable bonus, based upon adjusted wages as of July 1, 2021.

Un-Represented

1. Term: July 1, 2021 – June 30, 2023
2. Compensation: 3% market rate adjustments effective the first full pay period of July 2021 and 3% effective the first full pay period of July 2022.
3. Holiday Closure: continue PTO leave for the holiday closure.
4. One-Time Bonus: All employees in paid status as of the approval and adoption of the MOU will receive a one-time 3% non-PERSable bonus, based upon adjusted wages as of July 1, 2021.

**FISCAL IMPACT:**

The total cost for the aforementioned market rate adjustments is estimated at \$1,354,784 for Fiscal Years 2021-23. The costs for the 3% one-time expenditures is \$317,286. Sufficient revenue exists within the General Fund, Measure U, and ARPA funds to fund the aforementioned benefit adjustments.

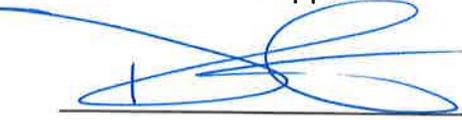
Prepared by:

Reviewed and approved:

  
\_\_\_\_\_  
Rosanna Ramirez  
Deputy City Administrator

  
\_\_\_\_\_  
Jessica Brown  
Director of Finance

Reviewed and approved:

  
\_\_\_\_\_  
Damien R. Arrula  
City Administrator



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR / PUBLIC SERVICES AND INFRASTRUCTURE

DATE: NOVEMBER 16, 2021

SUBJECT: **PUBLIC HEARING: INTRODUCTION AND FIRST READING OF ORDINANCE NO. O-2021-12 AMENDING CHAPTER 8.04 (SOLID WASTE COLLECTION) OF TITLE 8 (HEALTH AND SANITATION) OF THE PLACENTIA MUNICIPAL CODE**

### FISCAL

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

### **SUMMARY:**

In September 2016, Governor Brown signed into law Senate Bill ("SB") 1383 establishing methane emissions reduction targets for short-lived climate pollutants in various sectors of California's economy. SB 1383 establishes an unfunded mandated target to achieve a 50% reduction in statewide disposal of food and landscape waste into landfills from 2014 levels by 2020 and a 75% reduction by 2025. SB 1383 prescribes specific actions local jurisdictions must take to reduce short-lived climate pollutants related to solid waste collection and processing and includes new stipulations upon acceptable waste segregation and processing practices, as well as City procurement responsibilities. This legislation requires the City to adopt an updated solid waste ordinance to codify the State's unfunded mandate of reducing organic waste entering local landfills by January 1, 2022.

An amendment to the Placentia Municipal Code ("PMC") is proposed to incorporate the new solid waste ordinance. The proposed ordinance includes revised definitions; new state requirements upon waste generators for the handling of recyclables, organics, and construction and demolition debris; and a mandated enforcement program. Staff is recommending that the City Council conduct a public hearing to consider the attached ordinance and obtain public input regarding the proposed code amendments recommended by Staff and then introduce the ordinance for first reading.

### **RECOMMENDATION:**

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

1. Open the public hearing concerning Ordinance No. O-2021-12; and
2. Receive the staff report and consider all public testimony; and

**2. a.**  
**Nov. 16, 2021**

3. Close the public hearing; and
4. Find that the recommended actions are exempt from the California Environmental Quality Act ("CEQA") pursuant to Sections 15061(b)(3), 15060(c)(3), and 15378 of the CEQA Guidelines, Section 21065 of the Public Resources Code, and the City of Placentia Local Guidelines for implementing CEQA; and
5. Introduce for first reading, by title only, further reading waived, Ordinance No. O-2021-12, an Ordinance of the City Council of the City of Placentia, California, amending Chapter 8.04 (Solid Waste Collection) of Title 8 (Health and Sanitation) of the Placentia Municipal Code relating to solid waste recyclable materials and organic waste recycling requirements.

## **DISCUSSION:**

### **Overview of SB 1383**

Over the past several years, the State of California has passed significant solid waste legislation. These unfunded mandates have and will continue to shape the solid waste industry for all jurisdictions, haulers, and waste generators throughout the State. The five recent State mandates that have significantly changed how solid waste is collected and processed in California are:

- Assembly Bill 341: Mandatory Commercial Recycling (2011)
- Assembly Bill 1826: Mandatory Commercial Organics Recycling (2014)
- Assembly Bill 1594: Green Material Used as Alternative Daily Cover (2014)
- Assembly Bill 827: Customer Access to Recycling (2019)
- Senate Bill 1383: Short-Lived Climate Pollutants: Organics Waste Methane Emissions Reductions (SB 2016).

SB 1383 is the most significant unfunded waste reduction mandate the State has adopted in the last 30 years. It requires a statewide reduction of organic waste by 75% by 2025, which equates to over 20 million tons annually. The law also requires the State to increase edible food recovery by 20% by the year 2025. Since the law establishes statewide targets, a prescriptive approach to compliance is being used. This is very different from AB 939 (Integrated Waste Management Act), which set forth jurisdictional waste diversion mandates and allowed local governments to develop their own programs for reaching compliance. Assembly Bill ("AB") 341 (Mandatory Commercial Recycling) and AB 1826 (Mandatory Organic Commercial Recycling), are incorporated into SB 1383 regulations. Both these mandates (AB 341 and AB 1826) make local jurisdictions ultimately responsible for ensuring 100% compliance.

Under AB 341 and AB 1826 the City's compliance numbers have remained low despite implementing these programs in conjunction with Republic Services, the City's franchise solid waste hauler. SB 1383 expands upon AB 341 and AB 1826 by requiring enforcement of these laws. Table 1 and Table 2 below show the current enrollment status of recycling and organics recycling services for commercial businesses and multi-family dwellings of five (5) or more units in the City.

**Table 1: AB 341 Mandatory Commercial Recycling Compliance Numbers**

<b>Businesses</b>	<b>Total</b>	
Total Number of Businesses	640	
Total Number of AB 341 Eligible Businesses	339	
Total Number of AB 341 Eligible Businesses Not Recycling	242	71% Non-Compliance Rate*
<b>Multi-Family Complexes 5 units or more)</b>		
Total Multi-Family Customers	170	
Total Number of AB 341 Eligible Multi-Family Complexes	121	
Total Number of AB 341 Eligible Multi-Family Complexes Not Recycling	100%	90% Non-Compliance Rate*

Note: \* The State is requiring these percentages to reach zero.

**Table 2: AB 1826 Mandatory Commercial Organics Recycling Compliance Numbers**

<b>Businesses</b>	<b>Total</b>	
Total Number of Businesses	640	
Total Number of AB 1826 Eligible Businesses	575	
Total Number of AB 1826 Eligible Businesses Not Recycling	529	92% Non-Compliance Rate*
<b>Multi-Family Complexes 5 units or more)</b>		
Total Multi-Family Customers	170	
Total Number of AB 1826 Eligible Multi-Family Complexes	170	
Total Number of AB 1826 Eligible Multi-Family Complexes Not Recycling	133	78 % Non-Compliance Rate*

Note: \* The State is requiring these percentages to reach zero.

SB 1383 requires the City to adopt an enforceable ordinance to mandate businesses and residents to recycle their organic and food waste, and comply with other requirements of the regulation, while putting the responsibility for funding, administrating, and implementing those goals upon the City. The City could face penalties of up to \$10,000 per day for failing to comply with SB 1383 effective January 1, 2022. While the State is suggesting that 2022 and 2023 will be non-adversarial years wherein the State will only provide guidance and technical assistance, the regulations do not preclude fines during this “grace” period. Recently, Senate Bill 619 was signed by the Governor allowing penalty relief during calendar year 2022 if there is a corrective action plan in place to ensure compliance. The compliance requirements for the City include:

1. Providing Organic Collection Services to All Residents and Businesses — Organic waste consists of, but is not limited to, green waste, food waste, fibers, and wood waste. Landfills will no longer accept organic waste for disposal which must be sent to facilities where it will

be recycled in a way that prevents the release of short-lived climate pollutants such as methane.

2. Reporting — Keeping appropriate records and reporting to the State upon SB 1383 implementation. This will include information about solid waste container inspections, violators, and food-recovery programs used by businesses that must comply with SB 1383's edible food recovery requirement.
3. Enforcement and Compliance — Container contamination must be monitored, and violators who inappropriately dispose their organic waste must be cited by the City.
4. Procurement — The City will be required to meet minimum annual targets for procuring recycled and recovered organic products that will be based upon its population size. Examples of organic products include compost, mulch, biomass derived electricity, or renewable gas.
5. Education — The City will be required to conduct education and outreach on reducing organic waste to all residents and businesses.
6. Establish an Edible Food Recovery Program — The City is responsible for implementing a program to educate businesses about food recovery, generator requirements, and food recovery organizations. This program will require edible food generators to recover the maximum amount of edible food that would otherwise be disposed of, to instead feed people. Businesses must have a program in place to track and report this activity to the City.

SB 1383 requires eligible commercial food generators to:

- Donate their excess edible food to a local food recovery organization or service, which includes, but is not limited to:
  - Food banks
  - Food pantries
  - Soup kitchens
  - Other non-profits that distribute food to people in need
  - Food runners
  - For-profit food recovery services
- Establish contracts or written agreements with food recovery organizations, which can include:
  - Establishing a regular food donation or collection schedule
  - Identifying allowable foods for donation
  - Cost-sharing options

On January 1, 2022, SB 1383 will become enforceable, requiring the City to have a mandatory recycling ordinance in place by then, and provide an organics collection service to all residents and businesses. From 2022 to 2023, SB 1383 will allow the City to take a non-punitive approach to enforcement. Taking an educational approach will allow the City to work with Placentia

residents and businesses to inform them of the requirements during this time period. However, the City must begin taking punitive action against non-compliant entities starting on January 1, 2024.

### **Proposed Ordinance for Compliance with SB 1383**

As mentioned above, SB 1383 requires the City to adopt an enforceable ordinance to mandate businesses and residents to recycle their organic waste and to comply with the requirements of the regulation. In order to meet this State requirement, the City's municipal code must be updated. The City's current regulations regarding solid waste collection are outdated. In October 2020, California Department of Resources Recycling and Recovery (CalRecycle) published a model organics recyclables ordinance. The proposed changes to the City's existing solid waste collection ordinance are based upon that model ordinance. The City Attorney's Office assisted Staff with drafting and conducting a legal review of the ordinance proposed tonight.

The attached Ordinance (Attachment 1) addresses the SB 1383 regulatory requirements the City needs to enforce upon other entities, including requirements for generators to participate in organic waste collection programs, multi-family and business owners and property managers to support organic waste disposal reduction, commercial edible food generators to recover edible food through contracts or written agreements with food recovery organizations and services, and more. The attached Ordinance includes the following required provisions that are being added to Chapter 8.04 of the PMC to be in compliance with SB 1382:

1. Section 8.04.030 Definitions
2. Section 8.04.260 Requirements for Single-Family Generators
3. Section 8.04.270 Requirements for Commercial Businesses
4. Section 8.04.280 Self-Hauler Requirements
5. Section 8.04.290 Waivers for Generators
6. Section 8.04.300 Requirements for Commercial Edible Food Generators
7. Section 8.04.310 Requirements for Food Recovery Organizations
8. Section 8.04.320 Requirements for Haulers and Facility Operators
9. Section 8.04.330 Procurement Requirements for City Departments, Direct Service Providers, and Vendors
10. Sections 8.04.340 – 8.0390 Construction and Demolition
11. Section 8.04.400 Inspections and Investigations by City
12. Section 8.04.410 Enforcement and Penalties

### Summary of SB 1383 Compliant Ordinance Provisions

#### **Section 8.04.020 Effective date**

Section 8.04.20 states that the purpose of the ordinance and that the effective date of the Ordinance will be January 1, 2022.

#### **Section 8.04.030 Definitions**

As part of the SB 1383 rulemaking process, CalRecycle developed dozens of defined terms with specific meanings tied back to Public Resource and California Code of Regulations along with new definitions related to organics recycling. Staff included these defined terms in Section 8.04.30 of the proposed ordinance in order to comply with the specific State requirements of SB 1383.

#### **Section 8.04.260 Requirements for Single-Family Generators**

This section outlines the specific requirements for single-family households to be in compliance with SB 1383. Single-family households must comply with the following requirements:

1. Have access to a organics recycling program (the cart with the green lid that can accept landscaping and food waste).
2. Place all organic waste in their curbside organics recycling container.
3. Place all dry recyclables in their recycling cart (the cart with the blue lid); and not place non-organic or non-recyclable contamination in the blue-lidded or green-lidded recycling carts.

#### **Section 8.04.270 Requirements for Commercial Businesses**

This section outlines the specific requirements for businesses and multi-family properties to be in compliance with SB 1383. Businesses and multi-family properties must:

- 1) Have access to a organics recycling program (i.e., a cart or dumpster with a green lid that can accept landscaping and food waste).
- 2) Place all organic waste in their organics recycling container.
- 3) Place all dry recyclables in their recycling container (the cart or bin with the blue lid).
- 4) Not place non-organic or non-recyclable contamination in the blue-lidded or green-lidded recycling bins.
- 5) Businesses must train staff on which materials are acceptable in the recycling and organics recycling programs.
- 6) Businesses must include signage and color-coded lids upon recycling and organics recycling bins in customer-facing locations such as lobbies or dining areas at fast-casual locations.
- 7) Periodically monitor for contamination of recycling and organics recycling streams in the blue-lidded or green-lidded recycling carts.

#### **Sec. 8.04.280 Self-Hauler Requirements**

This section allows businesses to self-haul their organic waste, such as spoiled produce from a grocery store or landscaping waste handled by a landscaping contractor, provided the materials are taken to a recycling facility and that the business provides the City with reports, upon request.

#### **Section 8.04.290 Waivers for Commercial Generators**

This section allows the City to provide SB 1383 compliance waivers to businesses that 1) do not generate high volumes of organics waste (less than 20 gallons per week) or 2) do not have adequate space in their trash enclosure. This section outlines the process by which businesses may apply for a compliance waiver with the City.

#### **Section 8.04.300 Requirements for Commercial Food Generators**

This section contains provisions that require certain food service businesses to make arrangements with edible food recovery operations to recover edible food. Tier 1 businesses, which mostly consist of grocery stores, will be required to make arrangements to recover edible food by 2022 and Tier 2 businesses, which mostly consist of large hotels, hospitals, and large

restaurants, will be required to have edible food recovery programs by 2024. These entities will be required to report to the City regarding edible food recovery activities on an annual basis.

**Section 8.04.310 Requirements for Food Recovery Organizations and Services**

Section 8.04.310 requires edible food recovery agencies to provide reports to the City. Food recovery organizations and services that have a contract or written agreement with a mandated food donor will be required to maintain records of the food they receive from each mandated food donor.

**Section 8.04.320 Requirements for Haulers and Facility Operators**

This section requires haulers and organics facility operators to provide reports to the City. It also requires the City's exclusive franchise hauler, Republic Services, to provide organics recycling service and to take organics to an organic waste processing facility.

**Section 8.04.330 Procurement Requirements for City Departments, Direct Service Providers, and Vendors**

This section requires landscape contractors hired by the City to use mulch and compost that meets the standards set forth in SB 1383 that are required in order for the City to be eligible to apply this tonnage towards the City's annual recycled organic content procurement target. The section also requires any direct service providers that provide paper or paper products to the City to use recycled-content paper.

**Construction and Demolition Waste Disposal Reduction (Sections 8.04.340 – 8.04.390)**

Currently, Sections 8.04.390 – 8.04.410 in Chapter 8.04 of the PMC contain provisions related to Construction and Demolition (C&D) debris. This Ordinance amends these existing provisions to specify that materials generated from construction projects must be recycled to meet statutory obligations under various State legislation and California Green Building Codes, which require 65% of all debris to be diverted from the landfill. To meet its reporting obligations, the City requires individuals pulling permits with C&D debris to provide information on where the materials will be taken, and the percentage of materials diverted from the landfill.

The process is outlined in the Ordinance and summarized here. Contractors have two options to meet compliance when generating C&D debris. First, a contractor may subscribe to C&D recycling services through the City's current franchise solid waste hauler. The second compliance option for contractors is to elect to self-haul. The self-haul option requires the contractor to provide a Waste Management Plan ("WMP") outlining its recycling process to meet the 65% minimum threshold. Upon completion of the project, the contractor is obligated to provide documentation certifying the WMP was followed, and 65% threshold was met.

**Section 8.04.400 Inspections and Investigations by City (Sec. 8.04.400)**

This section authorizes City officials' entry into non-residential properties to assess compliance with the ordinance.

**Section 8.04.410 Enforcement and Penalties**

Sec. 8.04.410 outlines the enforcement protocols for non-compliance. Businesses have 60 days after initial notice of violation to implement an SB 1383-compliant recycling program before facing

monetary penalties of \$100 - \$500 per violation. The section references existing administrative citation and appeals processes. Lastly, Section 14 establishes a 2-year outreach and education period during which noncompliant businesses will not face monetary penalties.

The proposed Ordinance also contains non-SB 1383 related amendments to the City’s existing solid waste collection ordinance to replace or amend provisions that are outdated and need to be updated to reflect a modern solid waste ordinance. The City last updated its solid waste collection ordinance in 2011. In addition, the ordinance has been updated to reflect a proposed change in how the City bills single-family residential customers for solid waste collection services. Currently, the annual cost for solid waste collection for single-family homes in the City is placed on the property tax roll. The proposed amended language for the ordinance seeks to change the billing methodology so that so that single-family residential customers are invoiced on a bi-monthly basis with their water and sewer utility bills. This will eliminate the need for the City to undertake an annual Proposition 218 hearing for routine annual CPI adjustment to the waste collection rates.

Below is a table that lists these changes and provides the existing code language for reference.

Existing	Amended/Added
None	<p><b>8.04.040 Illegal Dumping</b>            It shall be unlawful to dump, place or bury in any public or private lot, alley, street, land or in any water or waterway within the city, the following: refuse, recyclable material, organic waste, green waste or any other solid waste. Illegally placed material shall constitute a nuisance and may be abated by the city through civil process by means of restraining order, preliminary or permanent injunction or in any other manner provided by law for the abatement of such nuisances.</p>
None	<p><b>8.04.050 Illegal Dumping of Dangerous Materials</b>            It shall be unlawful dump, place or bury in any public or private lot, alley, street, land or in any water or waterway within the city, or deposit in any container used for collection of discarded materials, the following: any waste classified as hazardous, universal, electronic, biohazardous, radioactive, or any narcotics or controlled substances, hypodermic needles, poisons, liquid or dry caustics, or acids, flammable or explosive materials, pesticides, or similar substances dangerous to discarded materials collection, processing and disposal personnel.</p>
<p><b>8.04.190 Special collection—Other</b>            Medical waste (including sharps), electronic and universal waste, household hazardous waste, and hazardous waste produced by commercial and</p>	<p><b>8.04.060 Handing of Hazardous, Radioactive, and Medical Waste</b>            It shall be unlawful to transport or collect hazardous wastes, radioactive wastes, or medical</p>

<p>industrial entities must be collected by permittees authorized by the city and holding all required permits and licenses for the collection activities performed or reasonably expected to be performed.</p>	<p>wastes without complying with all applicable laws or regulations. No person shall deposit, dump, spill, place, or otherwise allow to be disposed of, in or upon a solid waste facility not designated as a hazardous waste or radioactive waste disposal facility, any waste classified as hazardous waste or radioactive waste pursuant to State, federal or County law or regulation. No person shall deposit, dump, spill, place, or otherwise allow untreated medical waste to be disposed of in, or on, a solid waste facility.</p>
	<p><b>8.04.070 Transportation of Solid Waste</b></p> <ul style="list-style-type: none"> <li>a) It shall be unlawful to convey or transport solid waste and other discarded materials on or along any highway in the city unless the material is contained and covered to prevent it from leaving the vehicle in which it is being conveyed or transported.</li> <li>b) All vehicles and equipment used in the collection and transport of any form of discarded materials shall be kept clean. It shall be unlawful to allow liquid to drain from any vehicle that transports any form of discarded materials on any road, highway, or on any other land in a manner as to create an unsanitary condition.</li> </ul>
<p><b>8.04.090 Burning of solid waste prohibited</b></p> <p>Combustible solid waste may not be burned in the city at any time.</p>	<p><b>8.04.080 Burning Restrictions</b></p> <ul style="list-style-type: none"> <li>A. No solid waste, recyclable material, or organic materials shall be burned within the city, except as expressly permitted in Chapter 8.04 of this code and the California Fire Code.</li> <li>B. Anyone who ignites or otherwise causes, or who assists, counsels, procures or maintains any burning in violation of subsection (A) of this section thereby violates this chapter.</li> </ul>
<p>None</p>	<p><b>8.04.090 Scavenging</b></p> <p>Where discarded materials or other salvageable materials have been separated for collection or recovery, whether or not in a container, it shall be unlawful for any unauthorized person to take or remove any separated discarded materials or other salvageable material from any curb, street, designated pick-up location, storage area, storage</p>

	<p>container, solid waste facility, or any other public or private property.</p>
<p><b>8.04.030 Tampering</b></p> <p>All solid waste, including, but not limited to, refuse, garbage, rubbish, recyclable material, salvage material, inert debris, landscape cutting/trimmings, and bulky items, when placed by the owner thereof outside of the building or structure wherein said material was produced, accumulated or found, shall be considered as having been placed in said area by the owner or authorized representative for collection and disposal by the city franchisee, and no person shall remove, tamper with or disturb said material other than the owner or authorized representative, other than a person holding a permit from the City Administrator or the city franchisee authorizing the removal thereof, or the city franchisee. In cases where civil enforcement is sought for the unauthorized removal of recyclable materials pursuant to California Public Resources Code Section 41950, as amended, the city or the city franchisee is authorized to seek treble damages pursuant to California Public Resources Code Section 41953.</p>	<p><b>8.04.100 Container – Tampering with Prohibited</b></p> <p>It shall be unlawful for any person, other than the owner, agent or employee of the owner of a container for holding solid waste, organic waste or recyclable materials, whether or not it conforms with the provisions of this chapter, to place any substance or material therein or tamper or meddle or move such container or its contents.</p>
<p><b>8.04.130 Containers and receptacles— Placement location</b></p>	<p><b>8.04.110 Container – Residential Placement</b></p> <p>No waste containers used in residential collections shall be placed out at the curb, alley, or right -of-way before four (4) p.m. on the day prior to scheduled collection, and all containers shall be removed before twelve (12) noon on the day following collection.</p>
<p><b>8.04.140 Containers and receptacles—Date and time of placement.</b></p> <p>No person shall place, or cause to be placed, any solid waste, or container or receptacle for solid waste, in or upon any public highway, street or alley, or at any time other than the days established for the collection of solid waste in the area. Containers or receptacles, for residential solid waste disposal, shall be placed as hereinabove provided between 4:00 p.m. of the date prior to the collection date and 6:00 a.m. of the collection date. All such containers or receptacles shall be removed from the place of collection within twelve (12) hours after the same</p>	<p><b>8.04.120 Hours of Collection</b></p> <p>There shall be no collection of solid waste before seven (7:00) a.m. or after six (6:00) p.m. in any area of the city.</p>

<p>have been emptied and shall be placed out of sight from any public right-of-way.</p>	
<p><b>8.04.290 Exclusivity of city franchisee or permittees</b></p> <p>No person other than the city or its city franchisee or permittee shall collect, transport, recycles, compost, or dispose of solid waste, and no person shall pay another to do so, other than as permitted by this chapter. Nothing in this chapter shall be deemed to limit the right of the city or the city franchisee or permittee to bring a civil action against any person who violates any provision of this chapter, nor shall a conviction for a violation hereof exempt any person from a civil action brought by the city, city franchisee or permittee.</p>	<p><b>8.04.130 Exclusive Franchise Agreement to Collect Solid Waste</b></p> <p>Except as provided by this section, no person shall collect any refuse, green waste, organic waste or recyclable materials from any premises within the city, place a refuse bin, container, or other receptacle for refuse, green waste, organic waste or recyclable materials at any premises within the city, or collect, transfer, or remove refuse, green waste, organic waste or recyclables within the city, unless that person has entered into an exclusive franchise agreement with the city. Each day any person violates this section shall constitute a separate offense which may be punished civilly, criminally and/or administratively.</p>
<p><b>8.0.04.230 Collection—City rights.</b></p> <p>The city, in order to more effectively promote and protect the public health and safety, reduce the danger and hazards of fire and conflagrations, and comply with state and federal laws pertaining to solid waste, reserves unto itself or the city franchisee, the exclusive right to collect, transport and dispose of, or cause to be collected, transported and disposed of, all solid waste produced or found within the corporate limits of the city. It is unlawful for any person, firm or corporation, except as provided in this chapter, to collect, transport or dispose of any solid waste generated within the city.</p>	<p><b>8.04.140 Exceptions of Exclusive Franchise Agreement</b></p> <p>The following services and activities are specifically excluded from the requirement to have an exclusive franchise agreement with the city. These services and activities may be provided by persons other than franchisee.</p> <p>(A) The sale or donation of source-separated recyclable material by the waste generator to any person or entity other than franchisee; provided, however, to the extent permitted by law, if the generator is required to pay monetary or non-monetary consideration for the collection, transportation, transfer, or processing of recyclable material, the fact that the generator receives a reduction or discount in price (or in other terms of the consideration the generator is required to pay) shall not be considered a sale or donation;</p> <p>(B) Solid waste, including recyclable materials and green waste, which is removed from any premises by the waste generator, and which is transported personally by such generator (or by his or her full-time employees) to a processing or disposal</p>

	<p>facility in a manner consistent with all applicable laws and regulations;</p> <p>(C) Green waste removed from a premises by a gardening, landscaping, or tree trimming franchisee, utilizing its own equipment, as an incidental part of a total service offered by that contractor rather than as a hauling service;</p> <p>(D) The collection, transfer, transport, recycling, processing, and disposal of animal remains, fats, oils, or grease from slaughterhouses, butcher shops, or restaurants for rendering into other useful products and materials;</p> <p>(E) The collection, transfer, transport, recycling, processing, and disposal of by-products of sewage treatment, including sludge, sludge ash, grit and screenings;</p> <p>(F) The collection, transfer, transport, recycling, processing, and disposal of hazardous substances, hazardous waste, household hazardous waste and radioactive waste regardless of its source;</p> <p>(G) Construction and demolition debris which is removed by a duly licensed construction or demolition company as part of a total service offered by said licensed company and using dump trucks to collect and transport the material;</p> <p>(H) The collection, transfer, transport, recycling, processing, and disposal of solid waste by city through city officers or employees in the normal course of their city employment; and,</p> <p>(I) Solid waste handling services for governmental agencies other than city, which may have facilities in city, but over which city has no jurisdiction in connection with the regulation of solid waste.</p>
--	---

<p>None</p>	<p><b>8.04.150 Fees paid by Franchisee</b>          The franchisee shall pay to the city a franchise a fee and sanitation fee, in an amount set forth in the franchise agreement, as well as any other fees that may be specified in the franchise agreement or other contract.</p>
<p><b>8.04.380 Use of vehicles</b></p> <p>Any person who desires to operate privately owned vehicles on city streets for the business of collecting and/or disposing of solid waste must obtain a permit for such operation from the City Administrator. No permit may be granted where the said vehicles are not watertight, provided with a tight cover, and so operated as to prevent offensive odors escaping therefrom and solid waste from being blown, dropped and spilled.</p>	<p><b>8.04.160 Equipment and Vehicle Standards</b></p> <p>(A) All equipment and vehicles used by a franchisee to transport or collect discarded materials in the city shall comply with the requirements of 14 CCR sections 17341 through 17345. All collection vehicles shall be staunch, tight and closely covered with a metal or fabric cover or equivalent cover so as to wholly prevent the spilling, leakage, falling off or blowing off of any contents of the vehicle or escape of offensive odors. Each vehicle used to collect, or transport discarded materials shall carry a shovel, broom, and fire extinguisher and shall be maintained in good repair, clean condition, and neatly painted. The name and telephone number of the franchisee shall be painted in letters at least three inches high on each side and across the back of each vehicle.</p> <p>(B) All equipment and vehicles used to collect, and transport discarded materials shall also be equipped with an audible automatic back-up or other acceptable warning devices prescribed by Vehicle Code section 27000.</p>
<p><b>8.04.100 Containers and receptacles— Requirement.</b></p> <p>All containers and receptacles used for the reception and removal of solid waste shall meet the specifications of the City Administrator. All solid waste generated within the city shall be placed in containers or receptacles authorized by the city prior to collection and removal.</p>	<p><b>Sec. 8.04.170 Container Standards</b></p> <p>All containers shall be kept in clean and sanitary condition by the owner or person using the same, and containers shall be kept tightly covered at all times, except when solid waste, organic materials or recyclable material is being deposited therein or removed therefrom and shall at all times be secure against access by flies to the contents thereof and free from leaks. If the provisions of this section are not fully complied with, the franchisee shall place a tag on the container so stating; thereafter the container shall be considered as condemned and unfit for service and in violation of the provisions of this chapter.</p>
<p>None</p>	<p><b>Sec. 8.04.180 Reporting Requirements</b></p> <p>Franchisee shall submit periodic reports to the Enforcement Official or his/her designee in</p>

	<p>accordance with the requirements of the franchise agreement.</p>
<p><b>8.04.300 City franchisee rates and charges— Schedule.</b></p> <p>The rates and charges for solid waste collection and disposal by the city franchisee, including Orange County landfill gate fees, shall be as determined from time to time by resolution of the City Council.</p>	<p><b>8.04.190 Collection Charges</b></p> <p>There shall be a monthly charge for all curbside residential or commercial solid waste collection services rendered by the franchisee. The amount of the charges shall be as established by resolution of the City Council. Any such resolution establishing charges may be amended from time to time. Such charges shall be applicable to and required of owners and/or occupants of all residential dwellings and commercial premises receiving services in the city.</p>
<p><b>8.04.310 City franchisee rates and charges— When payable.</b></p> <p>Rates and charges shall be payable quarterly, in advance, on the first day of February, May, August and November of each year; provided that special charges shall be due and payable when the service is rendered.</p> <p>Rates and charges for service commenced during a quarter shall be payable, in advance, on a pro rata basis. For purposes of prorating, only monthly periods, or portions thereof in excess of fifteen (15) days shall be used.</p> <p>At its option, the City Council may, by resolution, in lieu of the foregoing method of collection, require such charges to be collected in the same manner and at the same time as property taxes, and direct the office of the Orange County auditor controller to institute said collection. This option shall apply only to single-family residential accounts.</p>	<p><b>Sec. 8.04.200 Billing Procedures</b></p> <p>The city shall bill all single family, and multi-family residential customers with their regular utility bills. Franchisee shall bill all customers for bin collection service, roll off box collection service, and commercial customers receiving cart collection service.</p>
<p>None</p>	<p><b>Sec. 8.04. 210 Liquidated Damages</b></p> <p>The franchisee is required to comply with performance standards specified in the franchise agreement. In the event franchisee fails to comply with the standards, the city may, at its option, assess liquidated damages in accordance with the procedures and amounts, if any, described in the franchise agreement.</p>
<p>None</p>	<p><b>Sec. 8.04.220 Indemnification of the City</b></p>

	<p>A franchisee shall indemnify and hold the city, city manager, officers, agents, and employees harmless from and against any and all loss, damages, liability, claims, suits, costs and expenses, fines, charges, or penalties whatsoever, including reasonable attorney’s fees, regardless of the merit or outcome of any such claim or suit, arising from or in any manner related to the services provided or business conducted under this chapter.</p>
<p><b>8.04.340 Rates or charges a debt.</b>          The rates or charges which are imposed pursuant to the provisions of this chapter shall constitute a debt due to the city franchisee for which the owner, occupant or operator of the property shall be jointly or severally liable. No person shall willfully fail, neglect, or refuse, after demand for payment, to pay said rates or charges.</p>	<p><b>Sec. 8.04.230 Right to Refuse Service</b>          A franchisee may refuse service to a commercial customer who fails to pay a valid bill within 60 days of the invoice date or for a substantial refusal to comply with the requirements of this code related to the collection of discarded materials, after giving the customer a reasonable opportunity to comply. A franchisee may not refuse service to single and multi-family customers for failure to pay.</p>
	<p><b>Sec. 8.04.240 Additional Terms and Conditions</b>          In approving the terms of the franchise agreement, the City Council may prescribe any additional terms, conditions, rules, regulations, restrictions, and limitations not specifically mentioned in this chapter that the City Council determines are in the public interest. Approval of an agreement form by the City Council shall be deemed to include a determination that each provision in the form is in the public interest.</p>
<p><b>8.04.240 Unlawfully placed solid waste containers.</b>           In order to deter unauthorized solid waste haulers and other persons from placing, depositing, storing or using their containers or receptacles in the city, and to more effectively regulate and monitor the amount of solid waste disposed of in landfills, the city shall have the authority to impound: (a) containers or receptacles owned or leased by, or otherwise under the control of, nonfranchise or unauthorized haulers and other persons; and (b) containers or receptacles which are not properly identified pursuant to Section 8.04.110. The city may impound such containers or receptacles anywhere in the city using any means available and may deliver such containers or receptacles to an impound facility of</p>	<p><b>Sec. 8.04.250 Unauthorized Containers</b></p> <p>A. Violations.          The conducting of a solid waste collection operation without a franchise or contract with the city in violation of Chapter 8.04 of this code shall result in the impoundment of any and all solid waste containers used in such unlawful operation as provided in this section.</p> <p>B. Enforcement Authority, Impounding of Solid Waste Containers—Civil Remedies.          1. Authority. The public works director, or designee, shall have the authority to enforce the provisions of this chapter. This authority shall be in addition to the authority granted to Code Enforcement and police officers pursuant to this code.</p>

its choosing. The city shall arrange to have the solid waste present in such containers or receptacles delivered to a material recovery facility, recycling facility, or other facility of its choosing. In order to retrieve such containers or receptacles from impound, the owner or an authorized representative of the owner of said container or receptacle must first reimburse the city for any and all expenses the city incurs related to this enforcement action, including, but not limited to, disposal fees. The owner or authorized representative of the owner of said container or receptacle may then retrieve said container or receptacle from the impound facility operator after paying the operator any retrieval fees. In the city's sole discretion, the owner of said container or receptacle shall also be subject to any other penalty authorized by this chapter.

If the identity of the owner of a solid waste container that has been removed by the city is known to the City Administrator, the City Administrator shall promptly cause notice to be mailed to the owner to claim the stored property. If the solid waste container is not claimed within ninety (90) days after removal and notice to the owner, or ninety (90) days after removal if the identity of the owner is unknown, the solid waste container shall be deemed abandoned property and may be disposed of accordingly.

2. Impounding of containers. If a solid waste container is not properly identified as belonging to a city contracted or franchised solid waste collector (hereinafter "city-approved franchisee"), or if the terms of the permit, the franchise agreement, contract or terms of this chapter are not complied with, then the solid waste container shall be subject to removal and impound by order of the public works director pursuant to subsection C of this section.

3. Penalties. Nothing in this chapter shall be deemed to limit the right of a city-approved franchisee or the city to bring a civil action against any person who violates this chapter, nor shall a conviction for such violation exempt any person from a civil action brought by a city-approved franchisee or the city. In addition, the city may initiate civil, criminal and/or administrative actions to enforce this section.

C. Unauthorized Solid Waste Container—Impoundment.

1. The public works director may cause the posting of a notice to remove, in a conspicuous place, on any solid waste container placed on any public or private property within the city in violation of this chapter.

2. Notices to remove posted pursuant to the provisions of this chapter shall specify the nature of the violation and shall state that the solid waste container must be removed within twenty-four hours, or it may be impounded at the owner's sole expense, which shall include all impound towing, dump (emptying), storage and administrative processing fees. The notice to remove shall also advise the owner of the owner's right to contest the violation pursuant to subsection D of this section. The posting of a notice to remove shall constitute constructive notice to the owner and user of the container of the requirement to remove the solid waste container.

3. If the solid waste container is not removed within twenty-four hours after the notice to remove is posted, the

public works director may authorize impoundment and direct the removal and storage of the solid waste container and the disposal of its contents. The actual removal may be carried out by city staff or city-approved Franchisee with express direction from Public Works Director.

4. If the identity and contact information of the owner of a solid waste container that has been removed by the city is known to the Public Works Director, the Public Works Director shall promptly cause a notice of impoundment to be mailed to the owner to claim the stored property. The notice of impoundment shall advise the owner of the nature of the violation and of its right to contest the violation pursuant to subsection D of this section. If the solid waste container is not claimed within thirty days after removal and notice to the owner, or thirty days after removal if the identity and contact information of the owner is unknown, and whose impoundment has not been contested pursuant to subsection D, the solid waste container and its contents shall be deemed abandoned property and may be disposed of accordingly.
5. After a solid waste container has once been removed by the city pursuant to a notice to remove, the owner thereof shall be deemed to have actual notice of the provisions of this chapter, including the prohibition of placement of any unlawful solid waste containers. In the event of a subsequent placement of a solid waste container determined to be owned and/or maintained by the same owner, irrespective of the name under which the unlawful business is operated, the public works director may immediately, without the posting of a notice to remove, direct the removal and storage of the unlawfully placed solid waste container and shall, in such case, give a notice of impoundment to the owner to claim the solid waste container. The notice of impoundment shall advise the owner of the nature of

	<p>the violation and of its right to contest the violation pursuant to subsection D. In such event, the owner shall be responsible to reimburse the city for the actual cost of removal, storage and disposal of its contents, which cost shall be paid by the owner before the solid waste container is returned to the owner. If the solid waste container is unclaimed after notice of impoundment is mailed to the owner and the expiration of the period set forth in subsection (C)(4), the solid waste container and its contents shall be deemed abandoned property and may be disposed of accordingly.</p> <ol style="list-style-type: none"><li>6. The owner of the unlawful solid waste container shall be responsible to reimburse the city for the actual cost of the removal, storage and disposal. All amounts due to the city for the cost of the removal, storage and disposal shall be paid before the solid waste container is returned to the owner. The costs incurred by the city for removal, storage and disposal shall constitute a debt owed to the city by the owner, who shall be liable therefor in an action by the city for the recovery of such amounts.</li><li>7. The fees related to the impoundment, emptying, storage and administrative processing of impounded solid waste containers shall be set by City Council resolution.</li></ol> <p>D. Administrative Hearing.</p> <ol style="list-style-type: none"><li>1. Request for Hearing. Any responsible party to whom a notice to remove or notice of impoundment has been issued may contest that there was a violation of this section or that he or she is the responsible party by filing a written request with the city manager for a hearing within ten business days from the date of notice. However, this chapter does not limit the City from utilizing any necessary criminal, civil and/or administrative remedies to address violations of this chapter.</li><li>2. Administrative Hearing and Judicial Review. The procedure for the conduct of the hearing and the options for judicial</li></ol>
--	---

	review shall be according to the procedures for administrative citations set forth in Chapter 1.10 of this chapter.
--	---

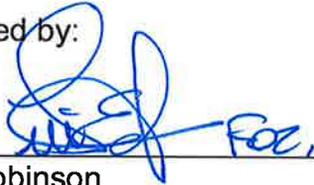
**Conclusion**

SB 1383 regulations provide CalRecycle with the ability to engage in enforcement actions of its own against the City if the designated level of compliance is not met. These actions may include:

- Conducting more frequent inspections.
- Taking over direct enforcement on non-compliant businesses within the City.
- Establishing a schedule for City compliance and a probationary period, requiring a work plan and that the jurisdiction demonstrates it has sufficient staffing to implement the requirements of the law; and/or
- Seeking administrative penalties against the City of up to \$10,000 per day.

In order for the City to remain in compliance with these laws, these municipal code amendments are necessary. Staff is recommending that the City Council approved Ordinance No. 2021-12 for the City to remain in compliance with the State’s unfunded solid waste mandates.

Prepared by:



Elsa Robinson  
Management Analyst

Reviewed and approved:



Luis Estevez  
Deputy City Administrator

Reviewed and approved:



Damien R. Arrula  
City Administrator

Attachment:

Ordinance O-2021-12 Amending Chapter 8.04 of the PMC

**ORDINANCE NO. O-2021-12**

**AN ORDINANCE OF THE CITY OF PLACENTIA,  
CALIFORNIA, AMENDING CHAPTER 8.04 (SOLID WASTE  
COLLECTION) OF TITLE 9 (HEALTH AND SANITATION)  
OF THE PLACENTIA MUNICIPAL CODE RELATING TO  
SOLID WASTE RECYCLABLE MATERIALS AND  
ORGANIC WASTE RECYCLING REQUIREMENTS**

**City Attorney Summary**

This ordinance would amend Title 8 (Health and Sanitation) of the Placentia Municipal Code amending Chapter 8.04 ("Placentia Solid Waste Collection Ordinance") related to the processing of refuse and recyclables materials as set forth in Title 8 of the Placentia Municipal Code.

**A. Recitals**

WHEREAS, Article 9, Section 7 of the California Constitution authorizes cities to make and enforce within their limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws; and

WHEREAS, in 1989, the State approved Assembly Bill No. 939 enacting the California Integrated Waste Management Act of 1989 ("AB 939" or the "Act") (Public Resources Code §§ 4000 et seq.) which requires cities to adopt and implement plans to reduce solid waste by maximizing reuse and recycling; and,

WHEREAS, AB 939 further provides that all aspects of solid waste handling, such as the frequency of solid waste collection, the means of solid waste collection and transportation, levels of service, charges and fees for services, and the nature, location and extent of providing solid waste services are of local concern, and authorizes cities to furnish any necessary services for itself, through other local agencies, or through a solid waste enterprise; and,

WHEREAS, in 2011, the State approved Assembly Bill 341, which requires businesses that generate four (4) or more cubic yards of Refuse per week, and multi-family residential premises with five (5) or more dwelling units, to arrange for recycling services consistent with State law; and,

WHEREAS, in 2015, the State approved Assembly Bill B 1826, which requires business that generates two (2) or more cubic yards of solid waste per week, and multi-family residential premises with five (5) or more dwelling units and that generate two (2) or more cubic yards of solid waste per week, to arrange for organic recycling services; and

WHEREAS, in 2016, the State approved Senate Bill 1383, the Short-lived Climate Pollutant Reduction Act, which requires the California Department of Resources Recycling and Recovery (CalRecycle) to develop regulations to reduce organics in landfills as a source of methane. As adopted by CalRecycle, these SB 1383 regulations (SB 1383 Regulations) place requirements on multiple entities including the city, residential households, commercial businesses, commercial edible food generators, haulers, self-haulers, food recovery organizations, and food recovery services to support achievement of statewide organic waste disposal reduction targets; and

WHEREAS, the SB 1383 Regulations require the city to adopt and enforce an ordinance or other enforceable mechanism to implement relevant provisions of the SB 1383 Regulations; and

WHEREAS, this ordinance implements the requirements of AB 939, AB 341, AB 1826, AB 827, and the SB 1383 Regulations; and

WHEREAS, in 2019, the State approved AB 827, which requires certain business to provide their customers access to recycling containers; and

WHEREAS, the City Council has determined this amendment to and restatement of Chapter 8.04 of the Placentia Municipal Code (“PMC”), concerning the handling of refuse and recycling materials, is necessary to enable the city to implement and enforce its rules and regulations relating to the handling of solid waste in a manner consistent with State law.

## **B. Ordinance**

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

SECTION 1. All of the above recitals are true and correct.

SECTION 2. Chapter 8.04 of the Placentia Municipal Code is hereby amended to read as follows:

### **8.04.10 Title**

This chapter shall be known as the “Placentia Solid Waste Collection Ordinance.” Whenever reference is made in this chapter to federal or state law, the same shall mean and include such laws as the same currently exist or as may be amended from time to time hereafter.

#### **8.04.20 Effective Date.**

The purpose of this chapter is to regulate solid waste handling to protect public health, safety, and welfare and to meet the city's obligations under state law. The city is obligated to implement plans for solid waste source reduction, reuse, and recycling to meet specified waste diversion targets, and enforce State recycling laws .

This ordinance shall be effective commencing January 1, 2022. Enforcement of this ordinance shall not commence until January 1, 2024 pursuant to Section 8.04.350.I.

#### **8.04.30 Definitions.**

Unless it is apparent from the context that another meaning is intended, the following words and terms shall have the meaning as set forth in this section.

- (A) "**AB 341**" ("Assembly Bill 341") means that state law adopted in 2011 that requires commercial Businesses that meet specified waste generation thresholds to arrange for recycling services.
- (B) "**AB 827**" means the state law adopted in 2019 that requires businesses to provide customer's access to recycling containers. Full-service restaurants, as defined in this section, are exempt from AB 827.
- (C) "**AB 939**" means the California Integrated Waste Management Act of 1989 (California Public Resources Code Section 40000 et seq.).
- (D) "**AB 1826**" means that state law adopted in 2015 that requires commercial businesses that meet specified waste generation thresholds to arrange for organic waste recycling services.
- (E) "**Anaerobic Digestion**" or "**AD**" means in-vessel controlled system of digestion, such as, but not limited to a treatment facility for the digestion of organics to produce methane and reduce the volume of organics sent to landfills.
- (F) "**Back-Haul**" means transporting recyclable materials or organic waste to a destination owned and operated by the waste generator using a vehicle or trailer that was originally used to deliver products or finished good to the waste generator's location.
- (G) "**Bin**" means a metal container with hinged lids and wheels and a capacity from two (2) to six (6) cubic yards.
- (H) "**Blue Container**" means a container used for storage and collection of Recyclable Materials. A Blue Container means a container where either: 1) the lid of the container is blue in color, or, 2) the body of the container is blue in color and the lid is either blue, gray, or black in color.
- (I) "**Biohazardous Waste**" has the same meaning as the term "biohazardous waste" in California Health and Safety Code section 117690.

- (J) **“Brown Container”** has the same meaning as in 14CCR Section 18982(a)(5.5) and shall be used for the purpose of storage and collection of Source Separated Food Waste.
- (K) **“CalRecycle”** means California's Department of Resources Recycling and Recovery, which is authorized to implement and enforce State Laws related to waste and recycling.
- (L) **“California Code of Regulations”** or **“CCR”** means the State of California Code of Regulations. CCR references in this Chapter are preceded with a number that refers to the relevant Title of the CCR (e.g., “14 CCR” refers to Title 14 of CCR).
- (M) **“Cart”** means a plastic container with a hinged lid and wheels serviced by an automated or semi-automated truck with a capacity of no less than 32-gallons and no greater than 101-gallons.
- (N) **“Chapter”** mean this Chapter 8.04 of the Placentia Municipal Code.
- (O) **“City”** means the City of Placentia, California, a municipal corporation, or its designee, and all of the territory lying within the municipal boundaries of City as presently existing or as such boundaries may be modified.
- (P) **“City Enforcement Official”** means the city administrator or his or her designee.
- (Q) **“C&D”** means construction and demolition debris.
- (R) **“C&D Recyclable Materials”** means any of the following materials: asphalt, concrete, dirt, land clearing vegetation, sand, gravel, rock, metal, wood, green material, cardboard, and other Recyclable materials generated at construction and demolition debris sites.
- (S) **“Collect”** or **“Collection”** means the act of taking physical possession of discarded materials at residential or commercial premises within the city, and transporting it to a facility for reuse, salvage, recycling, processing, composting, transfer, disposal, or transformation.
- (T) **“Commercial Business”** or **“Commercial”** means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, located in a strip mall, industrial facility, or a multi-family residential premises with five (5) or more dwelling units. A multi-family residential premises that consists of fewer than five (5) units is not a commercial business for purposes of this Chapter.
- (U) **“Commercial Edible Food Generator”** includes tier one or tier two commercial edible food generators or as otherwise defined in 14 CCR Section 18982(a)(7). For the purposes of this definition, food recovery organizations and food recovery services are not commercial edible food generators.

- (V) **"Compliance Review"** means a review of records by the city to determine compliance with this Chapter.
- (W) **"Community Composting"** means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and compost on-site at any one time does not exceed 100 cubic yards and 750 square feet, as specified in 14 CCR Section 17855(a)(4); or, as otherwise defined by 14 CCR Section 18982(a)(8).
- (X) **"Compost"** means the product resulting from the controlled biological decomposition of organic solid wastes that are source separated from the municipal solid waste stream, or that are separated at a centralized facility.
- (Y) **"Compostable Plastics"** means plastic material that meets the American Society for Testing and Materials (ASTM) D6400 standard for compostability.
- (Z) **"Container"** means any and all types of discarded materials receptacles, including carts, bins, and roll-off boxes.
- (AA) **"Container Contamination" or "Contaminated Container"** means a container, regardless of color, that contains prohibited container contaminants.
- (BB) **"Customer"** means the person who voluntarily subscribes to the franchisee and whom the franchisee submits its billing invoice to and collects payment from for discarded materials handling services provided to a premise. The customer may be either the occupant, owner, responsible party, or operator of the premise.
- (CC) **"Construction and Demolition Debris"** ("C&D Debris") means any combination of inert building materials and Solid Waste resulting from construction, remodeling, repair, cleanup, or demolition operations as defined in the California Code of Regulations, Title 22 Section 66261.3 et seq. This term includes, but is not limited to, asphalt, concrete, Portland cement concrete, brick, lumber, gypsum wallboard, cardboard, and other associated packaging, roofing material, ceramic tile, carpeting, plastic pipe, and steel. The material may be comingled with rock, soil, tree stumps and other vegetative matter resulting from land clearing and landscaping for construction or land development projects.
- (DD) **"Designee"** means an entity that the city contracts with or otherwise arranges to carry out any of the city's responsibilities of this chapter. Designee may be a government entity, a hauler, franchisee, a private entity, or a combination of those entities.
- (EE) **"Discarded Materials"** means recyclable materials, organic materials, and solid waste placed by a generator in a collection container and/or at a location for the purposes of collection excluding excluded waste. Discarded materials includes C&D debris, bulky items, or other materials collected by the franchisee as part of the discarded materials handling service provided through the agreement with the franchisee.

- (FF) **"Discarded Materials Handling Service"** means the service to provide intergraded discarded materials management including collection, transfer, transport, recycling, processing, diversion, and disposal.
- (GG) **"Disposal, Dispose or Disposed"** means the final disposition of any solid waste collected by the franchisee or resident from franchisee's processing activities at a permitted landfill or other permitted solid waste facility.
- (HH) **"Diversion"** (or any variation thereof including "divert") means to prevent discarded materials from disposal at landfill or transformation facilities, (including facilities using incineration, pyrolysis, distillation, gasification, or biological conversion methods through source reduction, reuse, recycling, composting, anaerobic digestion or other method of processing.
- (II) **"Edible Food"** means food intended for human consumption. Edible food is not considered discarded materials if it is recovered and not discarded. Nothing in this Chapter requires or authorizes the recovery of edible food that does not meet the food safety requirements of the California Retail Food Code. Notwithstanding the foregoing, this term shall be defined as in 14 CCR section 18982.
- (JJ) **"Enforcement Action"** means an action of the city to address non-compliance with this Chapter including, but not limited to, issuing administrative citations, fines, penalties, or using other civil, criminal and administrative remedies allowed by law.
- (KK) **Enforcement Official:** means the director of public works, city manager, or other executive in charge or their authorized Designee(s) who is/are partially or responsible in whole or in part for enforcing the ordinance.
- (LL) **"Excluded Waste"** means hazardous substance, hazardous waste, infectious waste, designated waste, volatile waste, corrosive materials, medical waste, regulated radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the city and its generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, state, or federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be disposed of in Class III landfills or accepted at the facility by permit conditions, waste that in the City's, or its designee's reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose city, or its designee, to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in single-family or multi-family solid waste after implementation of programs for the safe collection, processing, recycling, treatment, and Disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code. Excluded waste does not include universal wastes or electronic waste when such materials are defined as allowable materials for collection through the Franchisee's collection programs and the generator or customer has properly placed the materials for collection pursuant to instructions provided by city or its designee for collection services.

(MM) **“Facility(ies)”** means any plant or site used for the purposes of handling discarded materials including, but not limited to, disposal sites, material recovery facilities, and transfer, recycling, composting, and processing facilities.

(NN) **“Food Distributor”** means a company that distributes food to entities including, but not limited to, supermarkets and grocery stores, or as otherwise defined in 14 CCR Section 18982(a)(22).

(OO) **“Food Facility”** means a permanent or temporary operation that stores, prepares, packages, serves, vends, or otherwise provides food for human consumption at the retail level. Food facility has the same meaning as in Section 113789 of the Health and Safety Code. A food facility includes an operation where food is consumed on or off the premises, regardless of whether there is a charge for the food. A food facility includes a place used in conjunction with the operations described in this section, including, but not limited to, storage facilities for food-related utensils, equipment, and materials. A food facility includes, but is not limited to, school cafeterias, licensed health care facilities, commissaries, mobile food facilities, vending machines, farmers’ markets, farm stands, microenterprise home kitchen operations, and catering operations. Food facility does not include any of the following:

- (1) A cooperative arrangement wherein no permanent facilities are used for storing or handling food.
- (2) A private home when used for private, noncommercial purposes or when used as a cottage food operation.
- (3) A church, private club, or other nonprofit association that gives or sells food to its members and guests, and not to the general public, at an event that occurs not more than three days in any 90-day period.
- (4) A for-profit entity that gives or sells food at an event that occurs not more than three (3) days in a ninety (90) day period for the benefit of a nonprofit association, if the for-profit entity receives no monetary benefit, other than that resulting from recognition from participating in an event.
- (5) A premises set aside for wine tasting, or beer manufacturing, regardless of whether there is a charge for the wine or beer tasting.
- (6) An outlet or location, operated by a producer, selling or offering for sale only whole produce grown by the producer or shell eggs, or both, provided the sales are conducted at an outlet or location controlled by the producer.
- (7) A commercial food processing establishment.
- (8) A child day care facility.
- (9) A community care facility.

- (10) A residential care facility for the elderly.
- (11) A residential care facility for the chronically ill.
- (12) An intermediate care facility for the developmentally disabled.
- (13) A community food producer.
- (14) A limited-service charitable feeding operation.

(PP) **“Food Recovery”** means actions to collect and distribute edible food for human consumption which otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).

(QQ) **“Food Recovery Organization”** means an entity that engages in the collection or receipt of edible food from Commercial edible food generators that distributes the edible food to the public for food recovery either directly or through other entities, including, but not limited to:

- (1) A food bank as defined in section 113783 of the Health and Safety Code;
- (2) A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,
- (3) A nonprofit charitable temporary food facility as defined in section 113842 of the Health and Safety Code.
- (4) Notwithstanding the foregoing, this term shall be defined as in 14 CCR section 18982. Food recovery organization is not a commercial edible food generator for the purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR 18982(a)(7). If the definition in 14 CCR 18982(a)(25) for food recovery organization differs from this definition, the definition in 14 CCR 18982(a)(25) shall apply to this ordinance.

(RR) **“Food Recovery Service”** means a person or entity that collects and transports edible food from a commercial edible food generator to a food recovery organization or other entities for food recovery, or as otherwise defined in 14 CCR Section 18982(a)(26). A food recovery service is not a commercial edible food generator for the purposes of this chapter.

(SS) **“Food Scraps”** means all food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, fats, oils, grease, and eggshells. Food Scraps excludes fats, oils and grease when such materials are Source Separated from other Food Scraps. Food Scraps is a subset of Food Waste

(TT) **“Food Service Provider”** means an entity primarily engaged in providing food services to institutional, governmental, commercial, or industrial locations or others based on contractual arrangements with these types of organizations, or as otherwise defined in 14 CCR Section 18982(a)(27).

- (UU) **"Food-Soiled Paper"** is paper material that has come in contact with food or liquid, such as, but not limited to, paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons. Food-soiled paper does not include non-compostable paper.
- (VV) **"Food Waste"** means Source Separated Food Scraps, and food-soiled paper. Food Waste is a subset of Source Separated Organic Waste (Source Separated Organic Materials).
- (WW) **"Franchise Agreement"** means the agreement between the franchisee and the city to provide discarded materials handling service in the city.
- (XX) **"Franchisee"** means the company (or companies) that are permitted waste hauler(s) that provides recurring discarded materials collection services and pursuant to a formal franchise agreement.
- (YY) **"Full-Service Restaurant"** means an establishment with the primary business purpose of serving food, where food may be consumed on the premises, and where all of the following actions are taken by an employee of the establishment: (1) The consumer is escorted or assigned to an assigned eating area. The employee may choose the assigned eating area or may seat the consumer according to the consumer's need for accommodation or other request; (2) The consumer's food and beverage orders are taken after the consumer has been seated at the assigned seating area; (3) The food and beverage orders are delivered directly to the consumer; (4) Any requested items associated with the consumer's food or beverage order are brought to the consumer; (5) The check is delivered directly to the consumer at the assigned eating area; and (6) The consumer does not deliver the consumer's waste and used dishes etc. to another location or otherwise clean the consumer's own table. Full-service restaurants are exempt from the container placement requirements of AB 827.
- (ZZ) **"Generator"** means any person whose act or process produces discarded materials or whose act first causes discarded materials to become subject to regulation.
- (AAA) **"Gray Container"** means a container used to store and collect refuse, mixed waste, or gray container waste. A gray container means a container where either: 1) the lid of the container is gray or black in color, or, 2) the body of the container is gray or black in color and the lid is gray or black in color.
- (BBB) **"Gray Container Waste"** means refuse or mixed waste that is collected in a gray container that is part of collection service that prohibits the placement of recyclable materials or organic materials in the gray container.
- (CCC) **"Green Container"** means a container used to store and collect organic materials. A green container means a container where either: 1) the lid of the container is green in color, or, 2) the body of the container is green in color and the lid is either green, gray, or black in color.

(DDD) **"Green Container Waste"** means organic materials and compostable plastics that are collected in a green container that is part of a service that prohibits the placement of solid waste or recyclable materials in the green container.

(EEE) **"Green Waste"** means any material related to land development such as shrubbery, tree trimmings, yard waste, grass, weeds, straw or leaves, wood chips, construction and demolition wood waste, and other household garden organic materials. Green waste does not include food material, biosolids, wood containing lead-based paint or wood preservative, mixed construction debris, or mixed demolition debris. Green Waste is a subset of Organic Waste.

(FFF) **"Grocery Store"** means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments, or as otherwise defined in 14 CCR Section 18982(a)(30).

(GGG) **"Hauler Route"** means the designated itinerary or sequence of stops for each segment of the city's discarded materials handling service area, or as otherwise defined in 14 CCR Section 18982(a)(31.5).

(HHH) **"Hazardous Waste"** means any substance defined as acutely hazardous waste, extremely hazardous waste, or hazardous waste in California Health and Safety Code sections 25110.02, 25115, and 25117; any waste which meets the definitions set forth in 22 CCR section 66261.3, et seq., and is required to be managed; any substance listed as hazardous waste in 42 USC Sec. 6901 et seq.; and, any substance identified or listed now or in the future as hazardous waste by any State or federal agency.

(III) **"High Diversion Organic Waste Processing Facility"** means a facility that is in compliance with the reporting requirements of 14 CCR 18815.5(d) and meets or exceeds an annual average Mixed Waste organic content Recovery rate of fifty percent (50%) between January 1, 2022 and December 31, 2024, and 75 percent (75%) after January 1, 2025, as calculated pursuant to 14 CCR 18815.5(e) for Organic Waste received from the "Mixed waste organic collection stream" as defined in 14 CCR 17402(a)(11.5); or, as otherwise defined in 14 CCR 18982(a)(33).

(JJJ) **"Household Hazardous Waste"** means hazardous waste generated at residential premises.

(KKK) **"Hospitality Facility"** means an establishment that offers dining services or sells food or beverages to consume on or off the premises, such as a cafeteria, restaurant, café, sandwich shop, school, college, hospital, mini-mart, convenience store, tavern, or bar, and a hotel, motel, inn, or other transient occupancy facility that offers dining services or sells food or beverages on its premises.

(LLL) **"Inspection"** means a site visit where the city reviews records, containers, and an entity's collection, handling, recycling, or landfill disposal of organic waste or edible

food handling to determine if the entity is complying with requirements, or as otherwise defined in 14 CCR Section 18982(a)(35).

(MMM) **"Large Event"** means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this Article.

(NNN) **"Large Venue"** means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this Article and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of this Article and implementation of 14 CCR, Division 7, Chapter 12, a site under common ownership or control that includes more than one large venue that is contiguous with other large venues in the site, is a single large venue. If the definition in 14 CCR Section 18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply to this Article.

(OOO) **"Local Education Agency"** means a school district, charter school, or County office of education that is not subject to the control of city or county regulations related to solid waste, or as otherwise defined in 14 CCR Section 18982(a)(40).

(PPP) **"Materials Recovery Facility"** or **"MRF"** means a permitted solid waste facility where solid wastes or recyclable materials are sorted or separated for the purposes of recycling, processing or composting.

(QQQ) **"Medical Waste"** has the same meaning as the term "medical waste" as provided in State Health and Safety Code (H & S Code) sections 117690, 117695, and 117700 and also includes "biohazardous waste" as defined by H & S Code section 117635. Medical waste also includes any waste that federal law or any other state law defines as medical waste. "Treated Medical Waste" means medical waste that has been treated pursuant to the California Medical Waste Management Act, H & S Code sections 118215 et seq. Medical waste that has not been treated pursuant to these requirements shall be referred to as untreated medical waste.

(RRR) **"Multi-family Residential Premises"** or **"Multi-family"** means of, from, or pertaining to residential premises with five (5) or more dwelling units. Multi-family premises do not include hotels, motels, or other transient occupancy facilities, which are considered commercial businesses.

(SSS) **"MWELO"** refers to the Model Water Efficient Landscape Ordinance (MWELO), 23 CCR, Division 2, Chapter 2.7.

(TTT) **"Non-Compostable Paper"** includes but is not limited to paper that is coated in a plastic material that will not breakdown in the composting process.

(UUU) **"Non-Local Entity"** means entities that are not subject to the city's enforcement authority, including special districts, state prisons, school districts, state universities and colleges, state hospitals, State community colleges, and other state properties and facilities.

(VVV) **"Non-Organic Recyclables"** means non-putrescible and non-hazardous recyclable materials including but not limited to bottles, cans, metals, plastics and glass.

(WWW) **"Notice of Violation (NOV)"** means a notice that a violation of this chapter has occurred that includes a compliance date to avoid an action to seek penalties, or as otherwise defined in 14 CCR Section 18982(a)(45) or further explained in 14 CCR section 18995.4.

(XXX) **"Organic Materials"** means green waste, wood waste, food-soiled paper, and/or food waste, whether individually or in combination, set aside, handled, packaged, or offered for collection in a manner different from solid waste for the purpose of processing. Organic materials are a subset of organic waste.

(YYY) **"Organic Waste"** means solid wastes containing material originated from living organisms and their metabolic waste products including, but not limited to food, green materials, landscape and pruning waste, organic textiles and carpets, lumber, wood, paper products, printing and writing papers, manure, biosolids, digestate, and sludges, or as otherwise defined in 14 CCR Section 189829(a)(46). Biosolids and digestate are as defined by 14 CCR Section 18982(a).

(ZZZ) **"Organic Waste Generator"** means a person or entity that is responsible for the initial creation of Organic Waste, or as otherwise defined in 14 CCR Section 18982(a)(48). "Paper Products": include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling, or as otherwise defined in 14 CCR Section 18982(a)(51).

(AAAA) **"Owner"** means the owner of real property, or as otherwise defined in 14 CCR Section 18982(a)(57).

(BBBB) **"Paper Products"** include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling, or as otherwise defined in 14 CCR Section 18982(a)(51).

(CCCC) **"Person"** means any individual, firm, association, organization, partnership, corporation, business trust, joint venture, the United States, the State of California, the County of Orange, cities, and special purpose districts.

- (DDDD) **"Premises"** means any land or building in the city where solid waste is generated or accumulated.
- (EEEE) **"Printing and Writing Papers"** include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications, or as otherwise defined in 14 CCR Section 18982(a)(54).
- (FFFF) **"Prohibited Container Contaminants"** means the following: (i) discarded materials placed in the blue container that are not identified as acceptable source separated recyclable materials for the city's blue container; (ii) discarded materials placed in the green container that are not identified as acceptable source separated organic materials for the city's green container; (iii) discarded materials placed in the gray container that are acceptable source separated recyclable materials and/or source separated organic materials to be placed in city's green container and/or blue container; and, (iv) excluded waste placed in any container.
- (GGGG) **"Process, Processed, or Processing"** means the controlled separation, recovery, volume reduction, conversion, or recycling of solid waste and/or other discarded materials including, but not limited to, organized, manual, automated, or mechanical sorting, the use of vehicles for spreading of waste for the purpose of recovery, and/or includes the use of conveyor belts, sorting lines, or volume reduction equipment.
- (HHHH) **"Putrescible Waste"** includes wastes that are capable of being decomposed by micro-organisms with sufficient rapidity as to cause nuisances because of odors, gases, or other offensive conditions, and includes materials such as, but not limited to, food waste, offal, and dead animals. Notwithstanding the foregoing, this term shall be defined as in 14 CCR section 18982.
- (IIII) **"Recovered Organic Waste Products"** means products made from California, landfill-diverted recovered organic waste processed in a permitted or otherwise authorized facility.
- (JJJJ) **"Recovery"** or **"Recovered"** means any activity or process described in 14 CCR Section 18983.1(b), or as otherwise defined in 14 CCR Section 18982(a)(49).
- (KKKK) **"Recyclable Materials"** means materials, by-products, or components of such materials set aside, handled, packaged, or offered for collection in a manner different from solid waste for the purpose of recycling.
- (LLLL) **"Recycled-Content Paper"** means paper products and printing and writing paper that consists of at least 30 percent, by fiber weight, postconsumer fiber.

(MMMM) **"Regional Agency"** means regional agency as defined in Public Resources Code Section 40181.

(NNNN) **"Regulated Entity"** means a single-family, multi-family, or commercial owner, occupant, generator, or operator, self-hauler, contractor, franchisee, tier one commercial edible food generator, tier two commercial edible food generator, food recovery organization, food recovery service, and other persons or entity that is subject to provisions in this chapter.

(OOOO) **"Remote Monitoring"** means the use of the internet of things (IoT) and/or wireless electronic devices to visualize the contents of recyclable materials containers, organic materials containers, and solid waste containers for purposes of identifying the quantity of materials in containers (level of fill) and/or presence of prohibited container contaminants.

(PPPP) **"Renewable Gas"** means gas derived from organic waste that has been diverted from a California landfill and processed at an anaerobic digestion facility that is permitted or otherwise authorized by 14 CCR to recycle organic waste.

(QQQQ) **"Residential Premises"** means premises upon which dwelling units exist, including, without limitation, single-family and multi-family premises, apartments, boarding or rooming houses, condominiums, mobile homes, efficiency apartments, and second units. Premises upon which the following uses are occurring shall not be deemed to be residential premises, and rather shall be deemed to be commercial premises: assisted living facilities, convalescent homes, dormitories, extended stay motels, group residential facilities, group care facilities, hostels, hotels, motels, and any other businesses which residency is transient in nature.

(RRRR) **"Residential Unit"** means a building or portion of a building used for dwelling purposes by an individual family or group of Persons.

(SSSS) **"Residential"** means of, from, or pertaining to single-family and multi-family premises used for human shelter, irrespective of whether such dwelling units are rental units or are owner-occupied, excluding hotels, motels, or other similar premises.

(TTTT) **"Residual Materials"** means those materials which, after processing, are disposed rather than recycled, composted, processed, or reused due to either the lack of markets for materials or the inability of the processing facility to capture and recover the materials.

(UUUU) **"Responsible Party"** means the owner, property manager, tenant, lessee, occupant, or other designee that subscribes to and pays for recyclable materials, organic materials, and/or solid waste collection services for a premises in the city, or, if there is no such subscriber, the owner or property manager of a single-family premises, multi-family premises, or commercial premises. In instances of dispute or uncertainty regarding who is the responsible party for a premises, responsible party shall mean the owner of a single-family premises, multi-family premises, or commercial premises.

(VVVV) **"Restaurant"** means an establishment primarily engaged in the retail sale of food and drinks for on-premises or immediate consumption, or as otherwise defined in 14 CCR Section 18982(a)(64).

(WWWW) **"Roll-off Box"** means an open-top metal container or closed compactor box serviced by a roll-off truck and with a container capacity of 10 to 50 cubic yards. Roll-off boxes are also known as drop boxes or debris boxes.

(XXXX) **"Route Review"** means a visual Inspection of containers along a hauler route for the purpose of determining container contamination and may include mechanical inspection methods such as the use of cameras, or as otherwise defined in 14 CCR Section 18982(a)(65).

(YYYY) **"SB 1383"** means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.

(ZZZZ) **"SB 1383 Eligible Mulch"** means mulch eligible to meet the city's annual recovered organic waste product procurement target, pursuant to 14 CCR Chapter 12 of Division 7. The SB 1383 eligible mulch shall meet the following conditions for the duration of the applicable procurement compliance year, as specified by 14 CCR Section 18993.1(f)(4):

a. Produced at one of the following facilities:

- i. A compostable material handling operation or facility as defined in 14 CCR Section 17852(a)(12), that is permitted or authorized under 14 CCR Division 7, other than a chipping and grinding operation or facility as defined in 14 CCR Section 17852(a)(10);
- ii. A transfer/processing facility or transfer/processing operation as defined in 14 CCR Sections 17402(a)(30) and (31), respectively, that is permitted or authorized under 14 CCR Division 7; or,
- iii. A solid waste landfill as defined in Public Resources Code Section 40135.1 that is permitted under 27 CCR Division 2.

(AAAAA) **"SB 1383 Regulations"** or **"SB 1383 Regulatory"** means or refers to, for the purposes of this chapter, the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.

(BBBBB) **“Self-Hauler”** means a person, who hauls solid waste, organic waste or recyclable material he or she has generated to another person as defined in 14 CCR section 18982(a)(66). Self-hauler also includes a person who back-hauls waste.

(CCCCC) **“Single-Family”** means of, from, or pertaining to any residential premises with fewer than five (5) units.

**“Solid Waste”** means all discarded putrescible and non-putrescible solid, semisolid, and liquid wastes, including refuse, demolition and construction debris bulky items, recyclable materials, and organic waste, or any combination thereof which are permitted to be disposed of in a Class III landfill. “Solid Waste” includes all solid wastes generated by residential, commercial, and industrial sources, and all solid waste generated at construction and demolition sites, and at treatment works for water and wastewater, which are collected and transported under the authorization of the city or are self-hauled by generators. Solid waste does not include agricultural crop residues, mining waste and fuel extraction waste, forestry wastes, ash from industrial boilers, furnaces and incinerators or hazardous material, any waste which is not permitted to be disposed of at a Class III landfill and which fall within the definition of “Non-hazardous Solid Waste” set forth in Title 23, Chapter 15, Section 2523(a) of the California Code of Regulations as amended or designated Class II wastes. Materials shall be deemed “Solid Waste” consistent with the meaning of California Public Resources Code Section 40191.

(DDDDD) **“Source Separated”** means materials, including commingled recyclable materials that have been separated or kept separate from the solid waste stream, at the point of generation, for the purpose of additional sorting or processing to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products.

(EEEEEE) **“State”** means the State of California.

(FFFFFF) **“Supermarket”** means a full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items, or as otherwise defined in 14 CCR Section 18982(a)(71).

(GGGGG) **“Tier One Commercial Edible Food Generator”** means a commercial edible food generator that is one of the following:

- (1) Supermarket.
- (2) Grocery store with a total facility size equal to or greater than 10,000 square feet.
- (3) Food service provider.
- (4) Food distributor.
- (5) Wholesale food vendor.

If the definition in 14 CCR Section 18982(a)(73) of tier one commercial edible food generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this Chapter.

(HHHHH) **“Tier Two Commercial Edible Food Generator”** means a commercial edible food generator that is one of the following:

- (1) Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
- (2) Hotel with an on-site food facility and 200 or more rooms.
- (3) Health facility with an on-site food facility and 100 or more beds.
- (4) Large venue.
- (5) Large event.
- (6) A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
- (7) A school, college, university, or other educational facility with an on-site food facility.

If the definition in 14 CCR section 18982(a)(74) of tier two commercial edible food generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply to this ordinance.

(IIIII) **“Vendor”** means any individual, company or entity that receives compensation for providing services, materials, and/or products to the City.

(JJJJJ) **“Transfer”** means the act of transferring the materials collected by franchisee in its route vehicles into larger vehicles for transport to other facilities for the purpose of recycling, Processing, or Disposing of such materials.

(KKKKK) **“Transportation, “Transport,” or “Transporting”** means the act of conveying collected materials from one location to another.

(LLLLL) **“Waiver Holder”** means a commercial business that may apply for a waiver under Section 8.04.290. Under these circumstances, the City Administrator or their designee may issue special written permits (waivers) authorizing variations from the provisions of this Chapter. Special written permits include de minimus waivers and physical space waivers.

(MMMMM) **“Wholesale Food Vendor”** means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer,

warehouse, distributor, or other destination, or as otherwise defined in 14 CCR Section 18982(a)(76).

**8.04.40 Illegal Dumping.**

It shall be unlawful to dump, place or bury in any public or private lot, alley, street, land or in any water or waterway within the city, the following: solid waste, recyclable materials, organic waste, or green waste. Illegally placed materials shall constitute a nuisance and may be abated by the city through civil process by means of restraining order, preliminary or permanent injunction or in any other manner provided by law for the abatement of such nuisances.

**8.04.50 Illegal Dumping of Dangerous Materials.**

It shall be unlawful dump, place or bury in any public or private lot, alley, street, land or in any water or waterway within the city, or deposit in any container used for collection of discarded materials, the following: any waste classified as hazardous, universal, electronic, biohazardous, radioactive, or any narcotics or controlled substances, hypodermic needles, poisons, liquid or dry caustics, or acids, flammable or explosive materials, pesticides, or similar substances dangerous to discarded materials collection, processing and disposal personnel.

**8.04.60 Handling of Hazardous, Radioactive, and Medical Waste.**

It shall be unlawful to transport or collect hazardous wastes, radioactive wastes, or medical wastes without complying with all applicable laws or regulations. No person shall deposit, dump, spill, place, or otherwise allow to be disposed of, in or on a solid waste facility not designated as a hazardous waste or radioactive waste disposal facility, any waste classified as hazardous waste or radioactive waste pursuant to State, federal or County law or regulation. No person shall deposit, dump, spill, place, or otherwise allow untreated medical waste to be disposed of in, or on, a solid waste facility.

**8.04.70 Transportation of Solid Waste.**

- a) It shall be unlawful to convey or transport solid waste and other discarded materials on or along any highway in the city unless the material is contained and covered to prevent it from leaving the vehicle in which it is being conveyed or transported.
- b) All vehicles and equipment used in the collection and transport of any form of discarded materials shall be kept clean. It shall be unlawful to allow liquid to drain from any vehicle that transports any form of discarded materials on any road, highway, or on any other land in a manner as to create an unsanitary condition.

**8.04.80 Burning Restrictions**

- A. No solid waste, recyclable material, or organic materials shall be burned within the city, except as expressly permitted in Chapter 8.46 of this code and the California Fire Code.
- B. Anyone who ignites or otherwise causes, or who assists, counsels, procures or maintains any burning in violation of subsection (A) of this section thereby violates this chapter.

**8.04.90 Scavenging.**

Where discarded materials or other salvageable materials have been source separated for collection, processing or recovery, whether or not in a container, it shall be unlawful for any unauthorized person to take or remove any source separated discarded materials or other salvageable material from any curb, street, designated pick-up location, storage area, storage container, solid waste facility, processing facility or any other public or private property.

**8.04.100 Container - Tampering with Prohibited.**

It shall be unlawful for any person, other than the owner, agent or employee of the owner of a container for holding solid waste, organic materials or recyclable materials, whether or not it conforms with the provisions of this chapter, to place any substance or material therein or tamper or meddle or move such container or its contents.

**8.04110 Container-Residential Placement.**

No waste containers used in residential collections shall be placed out at the curb, alley, or right -of-way before four (4) p.m. on the day prior to scheduled collection, and all containers shall be removed before twelve (12) noon on the day following collection.

**8.404.120 Hours of Collection.**

There shall be no collection of discarded materials before seven (7) a.m. or after six (6) p. m. in any area of the city.

**ARTICLE II EXCLUSIVE FRANCHISE AGREEMENT**

**8.46.130 Exclusive Franchise Agreement to Collect Discarded Materials.**

Except as provided by this section, no person shall collect any discarded materials from any premises within the city, place a container, or other receptacle for discarded materials at any premises within the city, or collect, transport, transfer, or remove discarded materials within the city, unless that person has entered into an exclusive franchise agreement with the city. Each day any person violates this section shall constitute a separate offense which may be punished civilly, criminally and/or administratively.

**8.46.140 Exceptions to Exclusive Franchise Agreement.**

The following services and activities are specifically excluded from the requirement to have an exclusive franchise agreement with the city. These services and activities may be provided by persons other than franchisee.

- (A) The sale or donation of source-separated recyclable materials by the generator to any person or entity other than franchisee; provided, however, to the extent permitted by law, if the generator is required to pay monetary or non-monetary consideration for the collection, transportation, transfer, or processing of recyclable material, the fact that the generator receives a reduction or discount in price (or in

other terms of the consideration the generator is required to pay) shall not be considered a sale or donation;

- (B) Discarded materials which are removed from any premises by the generator, and which are transported personally by such generator (or by their full-time employees) to a processing or disposal facility in a manner consistent self-haul requirements of Section 8.04.280 of the Placentia Municipal Code and all applicable laws and regulations;
- (C) Green waste removed from a premises by a gardening, landscaping, or tree trimming company or contractor, utilizing its own equipment, as an incidental part of a total service offered by that contractor rather than as a hauling service;
- (D) The collection, transfer, transport, recycling, processing, and disposal of animal remains, fats, oils, or grease from slaughterhouses, butcher shops, or restaurants for rendering into other useful products and materials;
- (E) The collection, transfer, transport, recycling, processing, and disposal of by-products of sewage treatment, including sludge, sludge ash, grit and screenings;
- (F) The collection, transfer, transport, recycling, processing, and disposal of hazardous substances, hazardous waste, household hazardous waste and radioactive waste regardless of its source;
- (G) Construction and demolition debris which is removed by a duly-licensed construction or demolition company as part of a total service offered by said licensed company and using dump trucks to collect and transport the material;
- (H) The collection, transfer, transport, recycling, processing, and disposal of solid waste by city through city officers or employees in the normal course of their city employment; and,
- (I) Discarded materials handling services for governmental agencies other than city, which may have facilities in city, but over which city has no jurisdiction in connection with the regulation of discarded materials.

#### **8.04.150 Fees Paid by Franchisee.**

The franchisee shall pay to the city a franchise fee and sanitation fee, in an amount set forth in the franchise agreement, as well as any other fees that may be specified in the franchise agreement or other contract.

#### **8.04.160 Equipment and Vehicle Standards.**

(A) All equipment and vehicles used by a franchisee to transport or collect discarded materials in the city shall comply with the requirements of 14 CCR sections 17341 through 17345. All collection vehicles shall be staunch, tight and closely covered with a metal or fabric cover or equivalent cover so as to wholly prevent the spilling, leakage, falling off

or blowing off of any contents of the vehicle or escape of offensive odors. Each vehicle used to collect or transport discarded materials shall carry a shovel, broom, and fire extinguisher and shall be maintained in good repair, clean condition, and neatly painted. The name and telephone number of the franchisee shall be painted in letters at least three inches high on each side and across the back of each vehicle.

(B) All equipment and vehicles used to collect and transport discarded materials shall also be equipped with an audible automatic back-up or other acceptable warning devices prescribed by Vehicle Code section 27000.

#### **8.04.170 Container Standards.**

All containers shall be kept in clean and sanitary condition by the owner or person using the same, and containers shall be kept tightly covered at all times, except when solid waste, organic materials or recyclable materials are being deposited therein or removed therefrom and shall at all times be secure against access by flies to the contents thereof and free from leaks. If the provisions of this section are not fully complied with, the franchisee shall place a tag on the container so stating; thereafter the container shall be considered as condemned and unfit for service and in violation of the provisions of this chapter

#### **8.04.180 Reporting Requirements.**

Franchisee shall submit periodic reports to the Enforcement Official or their designee in accordance with the requirements of the franchise agreement.

#### **8.04.190 Collection-Charges.**

There shall be a monthly charge for all curbside residential or commercial solid waste collection services rendered by the franchisee. The amount of the charges shall be as established by resolution of the city council. Any such resolution establishing charges may be amended from time to time. Such charges shall be applicable to and required of owners and/or occupants of all residential dwellings and commercial premises receiving services in the city.

#### **8.04.200 Billing Procedures.**

The city shall bill all single-family customers with their regular utility bills. Franchisee shall bill all commercial and multi-family customers for bin collection service and roll-off box collection service. Franchisee shall bill any multi-family customers receiving cart collection service.

#### **8.04.210 Liquidated Damages.**

The franchisee is required to comply with performance standards specified in the franchise agreement. In the event franchisee fails to comply with the standards, the city may, at its option, assess liquidated damages in accordance with the procedures and amounts, if any, described in the franchise agreement.

**8.04.220 Indemnification of City.**

A franchisee shall indemnify and hold the city, city manager, officers, agents, and employees harmless from and against any and all loss, damages, liability, claims, suits, costs and expenses, fines, charges, or penalties whatsoever, including reasonable attorney's fees, regardless of the merit or outcome of any such claim or suit, arising from or in any manner related to the services provided or business conducted under this chapter.

**8.04.230 Right to Refuse Service.**

A franchisee may refuse service to a commercial customer who fails to pay a valid bill within 60 days of the invoice date or for a substantial refusal to comply with the requirements of this code related to the collection of discarded materials, after giving the customer a reasonable opportunity to comply. A franchisee may not refuse discarded materials service to single and multi-family customers for failure to pay.

**8.04.240 Additional Terms and Conditions.**

In approving the terms of the franchise agreement, the city council may prescribe any additional terms, conditions, rules, regulations, restrictions, and limitations not specifically mentioned in this chapter that the city council determines are in the public interest. Approval of an agreement form by the city council shall be deemed to include a determination that each provision in the form is in the public interest.

**8.04.250 Unauthorized Containers.**

A. Violations.

The conducting of discarded materials handling service without a franchise or contract with the city is in violation of Chapter 8.04 of this code shall result in the impoundment of any and all discarded materials containers used in such unlawful operation as provided in this section.

B. Enforcement Authority, Impounding of Discarded Materials Containers—Civil Remedies.

1. Authority. The public works director, or designee, shall have the authority to enforce the provisions of this chapter. This authority shall be in addition to the authority granted to Code Enforcement and police officers pursuant to this code.

2. Impounding of containers. If a discarded materials container is not properly identified as belonging to a city contracted or franchised discarded materials handling services provider (hereinafter "city-approved franchisee"), or if the terms of the permit, franchise agreement, contract, or terms of this chapter are not complied with, then the discarded materials container shall be subject to removal and impound by order of the public works director pursuant to subsection C of this section.

3. Penalties. Nothing in this chapter shall be deemed to limit the right of a city-approved franchisee or the city to bring a civil action against any person who

violates this chapter, nor shall a conviction for such violation exempt any person from a civil action brought by a city-approved franchisee or the city. In addition, the city may initiate civil, criminal and/or administrative actions to enforce this section.

C. Unauthorized Discarded Materials Container—Impoundment.

1. The public works director may cause the posting of a notice to remove, in a conspicuous place, on any solid waste container placed on any public or private property within the city in violation of this chapter.
2. Notices to remove posted pursuant to the provisions of this chapter shall specify the nature of the violation and shall state that the discarded materials container must be removed within twenty-four (24) hours or it may be impounded at the owner's sole expense, which shall include all impound towing, dumping (emptying), storing and administrative processing fees. The notice to remove shall also advise the owner of the owner's right to contest the violation pursuant to subsection D of this section. The posting of a notice to remove shall constitute constructive notice to the owner and user of the container of the requirement to remove the discarded materials container.
3. If the discarded materials container is not removed within twenty-four hours after the notice to remove is posted, the public works director may authorize impoundment and direct the removal and storage of the discarded materials container and the disposal of its contents. The actual removal may be carried out by city staff or city-approved Franchisee with express direction from the Public Works Director.
4. If the identity and contact information of the owner of a discarded materials container that has been removed by the city is known to the Public Works Director, the Public Works Director shall promptly cause a notice of impoundment to be mailed to the owner to claim the stored property. The notice of impoundment shall advise the owner of the nature of the violation and their right to contest the violation pursuant to subsection D of this section. If the discarded materials container is not claimed within thirty days after removal and notice to the owner, or thirty days after removal if the identity and contact information of the owner is unknown, and whose impoundment has not been contested pursuant to subsection D, the discarded materials container and its contents shall be deemed abandoned property and may be disposed of accordingly.
5. After a discarded materials container has once been removed by the city pursuant to a notice to remove, the owner thereof shall be deemed to have actual notice of the provisions of this chapter, including the prohibition of placement of any unlawful discarded materials containers. In the event of a subsequent placement of a discarded materials container determined to be owned and/or maintained by the same owner, irrespective of the name under which the unlawful business is operated, the public works director may

immediately, without the posting of a notice to remove, direct the removal and storage of the unlawfully placed discarded materials container and shall, in such case, give a notice of impoundment to the owner to claim the discarded materials container. The notice of impoundment shall advise the owner of the nature of the violation and of their right to contest the violation pursuant to subsection D. In such event, the owner shall be responsible to reimburse the city for the actual cost of removal, storage and disposal of the container contents, which cost shall be paid by the owner before the discarded materials container is returned to the owner. If the discarded materials container is unclaimed after notice of impoundment is mailed to the owner and the expiration of the period set forth in subsection (C)(4), the discarded materials container and its contents shall be deemed abandoned property and may be disposed of accordingly.

6. The owner of the unlawful discarded materials container shall be responsible to reimburse the city for the actual cost of the removal, storage and disposal. All amounts due to the city for the cost of the removal, storage and disposal shall be paid before the discarded materials container is returned to the owner. The costs incurred by the city for removal, storage and disposal shall constitute a debt owed to the city by the owner, who shall be liable therefor in an action by the city for the recovery of such amounts.
7. The fees related to the impoundment, emptying, storage and administrative processing of impounded discarded materials containers shall be set by city council resolution.

#### D. Administrative Hearing.

1. Request for Hearing. Any responsible party to whom a notice to remove or notice of impoundment has been issued may contest that there was a violation of this section or that they are the responsible party by filing a written request with the city manager for a hearing within ten business days from the date of notice. However, this chapter does not limit the City from utilizing any necessary criminal, civil and/or administrative remedies to address violations of this Chapter.
2. Administrative Hearing and Judicial Review. The procedure for the conduct of the hearing and the options for judicial review shall be according to the procedures for administrative citations set forth in Chapter 1.10 of this Chapter.

#### **8.04.260 Requirements for Single Family Generators.**

Single-family generators shall comply with the following requirements:

- (A) Shall subscribe to the Franchisee's discarded materials handling services for all discarded materials generated on their premises as described below in Section (B). The city shall have the right to review the number and size of a generator's containers to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and adjust the generator's service level for its discarded materials handling services as

requested by the city. Generators may additionally manage their organic waste by preventing or reducing their organic waste, managing organic waste on site, and/or using a community composting site pursuant to 14 CCR Section 18984.9(c).

- (B) Shall participate in the Franchisee's discarded materials handling service by placing designated materials in designated containers as described below, and shall not place prohibited container contaminants in collection containers.
- (C) Shall place source separated organic materials, including food waste, in the green container; source separated recyclable materials in the blue container; and solid waste in the gray container. Generators shall not place materials designated for the gray container into the green container or blue container and shall not place materials designated for the green container or the blue container in the gray container.

#### **8.04.270 Requirements for Commercial Businesses.**

Generators that are commercial businesses, including multi-family residential dwellings, shall:

- (a) Subscribe to Franchisee's three- or three-plus container discarded materials handling service and comply with requirements of those services as described below in Section 0 (b), except commercial businesses that meet the self-hauler requirements in Section 0 of this Chapter. City shall have the right to review the number and size of a generator's containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, commercial businesses shall adjust their service level for their discarded materials handling service as requested by the city.
- (b) Except commercial businesses that meet the self-hauler requirements in Section 0 of this Chapter, generators shall participate in the Franchisee's discarded materials handling service by placing designated materials in designated containers as described below. Generators shall place source separated organic materials, including food waste, in the green container (or if applicable, brown container); source separated recyclable materials in the blue container; and solid waste in the gray container. Generator shall not place materials designated for the gray container into the green container, brown container or blue container, and shall not place materials designated for the green container, brown container, or the blue container in the gray container.
- (c) Supply and allow access to adequate number, size and location of collection containers with sufficient labels or colors (conforming with Sections 0(d)(1) and 0(d)(2) below) for employees, franchisees, tenants, and customers, consistent with city's discarded materials handling service or, if self-hauling, per the commercial businesses' instructions to support its compliance with its self-haul program, in accordance with Section 0.

- (d) Excluding multi-family residential premises, provide containers for the collection of source separated organic materials and source separated recyclable materials in all indoor and outdoor areas where solid waste containers are provided for customers, for materials generated by that business. Such containers do not need to be provided in restrooms. If a commercial business does not generate any of the materials that would be collected in one type of container, then the business does not have to provide that particular container in all areas where disposal containers are provided for customers. The containers provided by the business shall have either:
1. A body or lid that conforms with the container colors provided through the Franchisee, with either lids conforming to the color requirements or bodies conforming to the color requirements or both lids and bodies conforming to color requirements. A commercial business is not required to replace functional containers, including containers purchased prior to January 1, 2022, that do not comply with the requirements of this subsection prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first.
  2. Container labels that include language or graphic images, or both, indicating the primary material accepted and the primary materials prohibited in that container, or containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the container. Pursuant to 14 CCR Section 18984.8, the container labeling requirements are required on new containers commencing January 1, 2022.
- (e) Excluding multi-family residential premises, prohibit employees from placing materials in a container not designated for those materials. To the extent practical, this should be achieved through education, training, Inspections, and/or other measures.
- (f) Excluding multi-family residential premises, periodically inspect blue container, green container, gray containers, and if applicable, brown container for container contamination and inform employees if there are contaminated containers are contaminated and of the requirements to keep prohibited container contaminants out of those containers.
- (g) Annually provide information to employees, franchisees, tenants, and customers about organic waste recovery requirements and about proper sorting of organic materials and source separated recyclable materials.
- (h) Provide education information before or within fourteen (14) days of occupation of the premises by new tenants that describes requirements to keep organic materials and recyclable materials separate from the solid waste container waste and the location of containers and the rules governing their use at each property.
- (i) Provide or arrange access for city or its agent to their properties during all Inspections conducted in accordance with Section 0 of this ordinance to confirm compliance with the requirements of this ordinance.

- (j) Accommodate and cooperate with city's remote monitoring program (if implemented) for inspection of the contents of containers for prohibited container contaminants and to evaluate generator's compliance. The remote monitoring program shall involve installation of remote monitoring equipment on or in the blue containers, green containers, and gray containers or on franchisee's vehicles.
- (k) At commercial business' option and subject to any approval required from the city, implement a remote monitoring program for inspection of the contents of its blue containers, green containers, and gray containers for the purpose of monitoring the contents of containers to determine appropriate levels of service and to identify prohibited container contaminants. Generators may install remote monitoring devices on or in the blue containers, green containers, and gray containers subject to written notification to or approval by the city.
- (l) If a commercial business wants to self-haul any portion of its waste stream, meet the self-hauler requirements in Section 0 of this chapter.
- (m) Nothing in this section prohibits a generator from preventing or reducing waste generation, managing organic materials on site, or using a community composting site pursuant to 14 CCR Section 18984.9(c).
- (n) Commercial businesses that are tier one or tier two commercial edible food generators shall comply with food recovery requirements, pursuant to Section 0.

**8.04.280 Self-Hauler Requirement.**

- (A) Self-haulers shall source separate all recyclable materials and organic materials (materials that the city otherwise requires generators to separate for collection in the Franchisee's discarded materials handling service program) generated on-site from solid waste in a manner consistent with Section 0 for single-family waste generators, and Section 0 for commercial businesses and multi-family residential premises, or shall haul discarded materials that have not been source separated to a high diversion organic waste processing facility.
- (B) Self-haulers shall haul their source separated recyclable materials to a facility that recovers those materials; haul their source separated organic materials to a processing facility, operation, activity, or property that processes or recovers organic materials; and haul their solid waste to a disposal facility or transfer facility or operation that processes or disposes of solid waste. Alternatively, self-haulers may haul solid waste to a high diversion organic waste processing facility.
- (C) Self-haulers that are commercial businesses (including multi-family residential premises) shall keep a record of the amount of recyclable materials, organic materials, and solid waste delivered to each facility, operation, activity, or property that processes or recovers recyclable materials and organic waste delivered to a high diversion organic waste processing facility. This record shall be subject to inspection by the city or its designee. The records shall include the following information:

- (1) Delivery receipts and weight tickets from the entity accepting the organic materials, recyclable materials, or solid waste.
  - (2) The amount of material in cubic yards or tons transported by the generator to each entity.
  - (3) If the material is transported to an entity that does not have scales on-site, or employs scales incapable of weighing the self-hauler's vehicle in a manner that allows it to determine the weight of materials received, the self-hauler is not required to record the weight of material but shall keep a record of the number of loads, and the entities that received the recyclable materials, organic materials and solid waste.
- (D) Self-haulers that are commercial businesses (including multi-family self-haulers) shall provide information collected in Section 0 (C) to the city if requested.
- (E) A single-family generator that self-hauls discarded materials is not required to record or report information in Section 0 (C).

**8.04.290      Wavier for Commercial Generators.**

- (A) De Minimis Waivers: The city may waive a commercial business' obligation (including multi-family residential premises) to comply with some or all of the organic waste requirements of this Chapter if the commercial business provides documentation that the business generates below a certain amount of organic waste material as described in the section below. Commercial businesses requesting a de minimis waiver shall:
- (1) Submit an application specifying the services that they are requesting a waiver from and provide documentation as noted in Section 0 (A)(2) below.
  - (2) Provide documentation that either:
    - i. The commercial business' total solid waste collection service is two cubic yards or more per week and organic materials subject to collection in a green container comprises less than twenty (20) gallons per week per applicable container of the business' total waste; or,
    - ii. The commercial business' total solid waste collection service is less than two cubic yards per week and organic materials subject to collection in a green container comprises less than ten (10) gallons per week per applicable container of the business' total waste.
  - (3) Notify city if circumstances change such that commercial business's organic waste exceeds threshold required for waiver, in which case waiver will be rescinded.

- (4) Provide written verification of eligibility for de minimis waiver every 5 years, if City has approved de minimis waiver.

#### **8.04.290.1-Physical Space Waivers**

A. Physical Space Waivers: The city may waive a commercial business' or property owner's obligations (including multi-family residential premises) to comply with some or all of the recyclable materials and/or organic materials collection service requirements if the city has sufficient evidence from its own staff, a hauler, licensed architect, or licensed engineer demonstrating that the premises lacks adequate space for the collection containers required for compliance with the organic waste collection requirements of this chapter. The determination on whether to grant the physical space waiver shall be made by the Public Works Director or their designee.

A commercial business or property owner may request a physical space waiver through the following process:

- i. Submit an application form specifying the type(s) of collection services for which they are requesting a compliance waiver.
- ii. Provide documentation that the Premises lacks adequate space for blue containers and/or green containers including documentation from its hauler, licensed architect, or licensed engineer.
- iii. Provide written verification to city that it is still eligible for physical space waiver every five years, if city has approved application for a physical space waiver.

#### **8.04.300 Requirements for Commercial Edible Food Generators.**

- (A) Tier one commercial edible food generators must comply with the requirements of this Section 0 commencing January 1, 2022, and tier two commercial edible food generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.
- (B) Large venue or large event operators not providing food services, but allowing for food to be provided by others, shall require food facilities operating at the large venue or large event to comply with the requirements of this section, commencing January 1, 2024.
- (C) Commercial edible food generators shall comply with the following requirements:
  - (1) Arrange to recover the maximum amount of edible food that would otherwise be disposed.
  - (2) Contract with, or enter into a written agreement with, food recovery organizations or food recovery services for: (i) the collection of edible food for food recovery; or, (ii) acceptance of the edible food that the commercial Edible Food Generator self-hauls to the food recovery organization for food recovery.

- (3) Shall not intentionally spoil edible food that is capable of being recovered by a food recovery organization or a food recovery service
- (4) Allow city's designated enforcement entity or designated third party enforcement entity to access the premises and review records pursuant to 14 CCR Section 18991.4.
- (5) Keep records that include the following information:
  - A list of each food recovery service or organization that collects or receives its edible food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).
  - i. A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b)..
  - ii. A record of the following information for each of those food recovery services or food recovery organizations:
    - 1. The name, address and contact information of the food recovery service or food recovery organization.
    - 2. The types of food that will be collected by or self-hauled to the food recovery service or food recovery organization.
    - 3. The established frequency that food will be collected or self-hauled.
    - 4. The quantity of food, measured in pounds recovered per month, collected or self-hauled to a food recovery service or food recovery organization for food recovery.

(6) Nothing in this Article shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or sharing tables and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

**8.04.310 Requirements for Food Recovery Organizations and Services.**

A. Food recovery services collecting or receiving edible food directly from commercial edible food generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(1):

- (1) The name, address, and contact information for each commercial edible food generator that the service collects edible food from.

- (2) The quantity in pounds of edible food collected from each commercial edible food generator per month.
- (3) The quantity in pounds of edible food transported to each food recovery organization per month.
- (4) The name, address, and contact information for each food recovery organization that the food recovery service transports edible food to for food recovery.

B. Food recovery organizations collecting or receiving edible food directly from commercial edible food generators via a contract or written agreement, shall maintain the following records:

- (1) The name, address, and contact information for each commercial edible food generator that the organization received edible food from.
- (2) The quantity in pounds of edible food received from each commercial edible food generator per month.
- (3) The name, address, and contact information for each food recovery service that the organization received edible food from for food recovery.

C. Food recovery organizations and food recovery services that have their primary address physically located in the city and contract with or have written agreements with one or more commercial edible food generators shall report to the city the total pounds of edible food recovered in the previous calendar year from the tier one and tier two commercial edible food generators.

D. Food recovery capacity planning

Food recovery services and food recovery organizations. To support edible food recovery capacity planning assessments or other studies conducted by the county, or city, food recovery services and food recovery organizations operating in the city shall provide information and consultation to the city, upon request, regarding existing, or proposed new or expanded, food recovery capacity that could be accessed by the city and its commercial edible food generators. A food recovery service or food recovery organization contacted by the city shall respond to such request for information within sixty (60) days, unless a shorter timeframe is otherwise specified by the city.

#### **8.04.320 Requirements for Hauler and Facility Operators.**

(a) Requirements for haulers

- (1) Exclusive Franchisee providing residential, commercial, or industrial discarded materials handling service to generators within the city's boundaries shall meet the following requirements and standards as a condition of approval of a contract, agreement, or other authorization with the city to collect discarded materials:

- (A) Through written notice to the city annually on or before March 15th identify the facilities to which they will transport discarded materials including facilities for source separated recyclable materials, source separated organic materials and solid waste.
  - (B) Transport source separated recyclable materials to a facility that recovers those materials, transport source separated organic materials to a facility, operation, activity, or property that recovers organic waste as defined in 14 CCR, Division 7, Chapter 12, Article 2, and transport solid waste to a disposal facility or transfer facility or operation that processes or disposes of solid waste.
  - (C) Obtain approval from the city to haul organic waste, unless it is transporting organic materials to a community composting site or lawfully transporting C&D in a manner that complies with the city's C&D ordinance.
- (b) Requirements for facility operators and community composting operations
- 1) Owners of facilities, operations, and activities that recover organic materials, including, but not limited to, compost facilities, in-vessel digestion facilities, and publicly-owned treatment works shall, upon city request, provide information regarding available and potential new or expanded capacity at their facilities, operations, and activities, including information about throughput and permitted capacity necessary for planning purposes. Entities contacted by the city shall respond within sixty (60) days.
  - 2) Community composting operators, upon city's request, shall provide information to the city to support organic materials capacity planning, including, but not limited to, an estimate of the amount of organic materials anticipated to be handled at the community composting operation. Entities contacted by the city shall respond within sixty (60) days.

**8.04.330 Procurement Requirements.**

- A. Direct service providers of landscaping maintenance, renovation, and construction shall:
- (1) Use compost and SB 1383 eligible mulch, as practicable, produced from recovered organic waste, for all landscaping renovations, construction, or maintenance performed for the city, whenever available, and capable of meeting quality standards and criteria specified. SB 1383 eligible mulch used for land application shall comply with 14 CCR, Division 7, Chapter 12, Article 12 and must meet or exceed the physical contamination, maximum metal concentration and pathogen density standards specified in 14 CCR Section 17852(a) (24.5) (A)(1) through (3).
  - (2) Keep and provide records of procurement of recovered organic waste products (either through purchase or acquisition) to city, upon completion of projects. Information to be provided shall include:

- i. General description of how and where the product was used and if applicable, applied;
- ii. Source of product, including name, physical location, and contact information for each entity, operation, or facility from whom the recovered organic waste products were procured;
- iii. Type of product;
- iv. Quantity of each product; and,
- v. Invoice or other record demonstrating purchase or procurement.

B. All vendors providing paper products and printing and writing paper shall:

(1) If fitness and quality are equal, provide recycled-content paper products and recycled-content printing and writing paper that consists of at least 30 percent, by fiber weight, postconsumer fiber instead of non-recycled products whenever recycled paper products and printing and writing paper are available at the same or lesser total cost than non-recycled items or at a total cost of no more than ten percent (10%) above the total cost for non-recycled items.

(2) Provide paper products and printing and writing paper that meet Federal Trade Commission recyclability standard as defined in 16 Code of Federal Regulations (CFR) Section 260.12. Certify percentage of postconsumer material in the paper products, printing and writing paper, or both can be verified by a product label, catalog, invoice, or a manufacturer or vendor's internet website.

(3) Certify in writing, on invoices or receipts provided, that the paper products and printing and writing paper offered or sold to the city is eligible to be labeled with an unqualified recyclable label as defined in 16 Code of Federal Regulations (CFR) Section 260.12 (2013).

(4) Certify in writing, under penalty of perjury, the minimum percentage of postconsumer material in the paper products and printing and writing paper offered or sold to the city. This certification requirement may be waived if the percentage of postconsumer material in the paper products, printing and writing paper, or both can be verified by a product label, catalog, invoice, or a manufacturer or vendor Internet website.

(5) Provide records to the city's recovered organic waste product procurement recordkeeping staff, in accordance with the city's recycled-content paper procurement policy(ies) of all paper products and printing and writing paper purchases within thirty (30) days of the purchase (both recycled-content and non-recycled content, if any is purchased) made by any division or department or employee of the city. Records shall include a copy (electronic or paper) of the invoice or other documentation of purchase, written certifications as required in Sections 0(b)(3) and 0(b)(4) of this Chapter for recycled-content purchases, purchaser name, quantity purchased, date purchased, and recycled content (including products that contain none), and if non-recycled content

paper products or printing and writing papers are provided, include a description of why recycled-content paper products or printing and writing papers were not provided.

**8.04.340 Waste Management Plan for Construction and Demolition**

- A. Covered projects. Prior to beginning any Construction or Demolition activities, the Applicant shall submit a waste management plan to the City Enforcement Official or sign up for C&D services through the city’s solid waste hauler and shall comply with all provisions of this chapter.
- B. Non-covered projects. Proponents of Non-Covered Projects shall Divert at least sixty-five percent (65%) of all project-related C&D Debris, or other diversion requirements as may be imposed by applicable laws, but shall not be required to submit a waste management plan to the Enforcement Official.
- C. Compliance as a Condition of Approval. Compliance with the provisions of this chapter shall be listed as a condition of approval on any building or demolition permit issued for a covered project.

**8.04.350 Submission of Waste Management Plan**

- A. Applicants for building or demolition permits involving any covered project shall complete and submit a waste management plan ("WMP"), on a WMP form approved by the city for this purpose, as part of the application packet for the building and/or demolition permit. The completed WMP shall indicate all of the following:
  - a. The estimated weight of project C&D Debris, by material type, to be generated;
  - b. The maximum weight of such materials that can feasibly be diverted via reuse or recycling;
  - c. The vendor or facility that the applicant proposes to use and receive the material;
  - d. The estimated weight of C&D Debris that will be landfilled;
  - e. Any special or specific activities that the applicant will use to comply with the provisions of this section;
- B. Calculating weight of debris. In estimating the weight of materials identified in the WMP, the applicant shall use the standardized conversion rates approved by the city for this purpose.

For purposes of this chapter, measurements of weight may be satisfied by measurements of volume, as authorized by Section 8.04.350.B.

- C. Deconstruction. In preparing the WMP, applicants for building or demolition permits involving the removal of all or part of an existing structure shall consider deconstruction, to the maximum extent feasible, and shall make the materials generated thereby available for salvage rather than being landfilled.

#### **8.04.360 Review of Waste Management Plan.**

- A. Approval. No building or demolition permit shall be issued for any covered project unless and until the enforcement official has approved the WMP. Approval shall not be required, however, where an emergency demolition is required to protect public health or safety as determined by the enforcement official. The enforcement official shall only approve a WMP if the official first determines that all of the following conditions have been met:
  - a. The WMP provides all of the information set forth in Section 8.04.350
  - b. The WMP indicates that at least sixty-five percent (65%) of all C&D Debris generated by the project will be diverted, or other diversion Requirements as may be imposed by applicable laws.
  - c. If the enforcement official determines that these conditions have been met, the official shall mark the WMP "approved," return a copy of the WMP to the applicant.
- B. Non-approval. If the enforcement official determines that the WMP is incomplete or fails to indicate that at least sixty-five percent (65%) of all C&D debris generated by the project will be reused or recycled, or other diversion requirements as may be imposed by applicable laws, the enforcement official shall either:
  - a. Return the WMP to the applicant marked "denied," including a statement of reasons, and immediately stop processing the building or demolition permit application; or
  - b. (Return the WMP to the applicant marked "further information required," accompanied by a description of the needed additional information.

#### **8.04.370 Compliance with Waste Management Plan.**

- A. To ensure the diversion of at least sixty-five percent (65%) of all C&D debris generated by the project will be reused or recycled within the city the following special requirements apply to all covered projects as listed in Section 8.04.380:
  - a. All contractors or owner-builders applying for a permit are required to complete a project form and attest that only an authorized city agent will be used to haul debris and other solid waste generated by that project.
  - b. All contractors or owner-builders are required to place a deposit with the city to ensure their compliance with the required use of an authorized city agent.

The specific deposit amount shall range from a low of one hundred dollars (\$100.00) to a high equivalent to three (3) percent of the total project value.

- c. Upon completion of the project, and if proof deemed satisfactory by the city confirms that all solid waste hauling for that project was done by an authorized city agent then a full refund of the deposit will be made. Acceptable forms of proof are weight tickets, collection receipts, billings, or similar statements from an authorized city agent showing that they performed solid waste collection at the location established for that project. It is the contractor's or owner-builders responsibility to provide receipts covering all hauling activity for that project. Failure to provide complete records will be deemed as noncompliance.
  - d. Failure to provide receipts or other acceptable proof of compliance for all solid waste hauling on a project will result in the forfeiture of one hundred (100) percent of deposited funds. (O-2011-08 § 2, 2011)
- B. Documentation. Within 90 days after completion of any Covered Project, the Applicant shall submit to the Enforcement Official documentation that it has met the Diversion Requirement. This documentation shall include all the following:
- a. Receipts from the vendor and facility that collected and received each material showing the actual weight or volume of that material;
  - b. copy of the previously approved WMP for the project adding the actual weight or volume of each material diverted and landfilled;
  - c. Any additional information the applicant believes is relevant to determining its efforts to comply in good faith with the approved WMP for the project.
- C. Weighing of Wastes. The Applicant shall make reasonable efforts to ensure that all C&D Debris Diverted or landfilled, is measured and recorded using the most accurate method of measurement available. Unless otherwise exempted by the Enforcement Official, all C&D Debris shall be weighed. Regarding C&D Debris for which weighing is not required due to small size or other considerations, a volumetric measurement shall be used. For conversion of volumetric measurements to weight, the Applicant shall use the standardized Conversion Rates approved by the City for this purpose.

#### **8.04.380 Covered Projects**

The following projects are required to comply with the special requirements of Chapter 8.04:

- (1) Residential additions of five hundred (500) square feet or more;
- (2) Tenant improvements of five hundred (500) square feet or more;

- (3) New structures of five hundred (500) square feet or more;
- (4) All projects incorporating demolition, regardless of their square footage;
- (5) All City public works and construction projects which are awarded pursuant to a competitive bid procedure;
- (6) All roofing projects;
- (7) Pool demolitions;
- (8) Other projects determined by the city administrator to generate sufficient debris to warrant collection by the city franchisee or authorized permittee. (O-2011-08 § 2, 2011)

#### **8.04.390 Other Exemptions to Waste Management Plan**

Except as otherwise required by the City in its sole discretion, no WMP shall be required for the following:

- (1) Immediate or emergency demolition required to protect the public health, safety or welfare, as determined by the city administrator given prior to demolition.
- (2) A project for which an exception, conditional use permit or development plan review approval has been obtained from the city prior to the effective date of the ordinance codified in this chapter and substantial construction work has commenced thereunder.
- (3) A project for which a valid building permit has been lawfully issued by the city prior to the effective date of the ordinance codified in this chapter and substantial construction work has commenced thereunder.
- (4) Work for which only a plumbing, electrical, or mechanical permit is required.
- (5) Seismic tie-down projects.
- (6) Installation of add on prefabricated accessories such as monument signs or antennae where no structural building modifications are required. New installations are not exempt.
- (7) Flag poles.
- (8) Residential patio covers.
- (9) Wall signs. (O-2011-08 § 2, 2011)

#### **8.04.400 Inspections and Investigations by City.**

- A. City representatives and/or its designated entity, including designees, are authorized to conduct Inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or transfer, processing, or disposal facility for materials collected from generators, or source separated materials to confirm compliance with this Chapter by generators, commercial businesses (including multi-family residential premises), property owners, commercial edible food generators, haulers, Franchisee, self-haulers, food recovery services, and food recovery organizations, subject to applicable laws. Without a warrant, this section does not allow city to enter the interior and/or restricted areas of a private residential property for inspection.
- B. Regulated entities shall provide or arrange for access during all Inspections (with the exception of residential property interiors) and shall cooperate with the city's employee or its designated entity/designee during such Inspections and investigations. Such Inspections and investigations may include confirmation of proper placement of materials in containers, edible food recovery activities, records, or any other requirement of this Chapter described herein. Failure to provide or arrange for: (i) access to an entity's premises; or (ii) access to records for any Inspection or investigation is a violation of this Chapter and may result in civil, criminal and/or administrative penalties.
- C. Any records obtained by a city during its Inspections and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250 et seq.
- D. City representatives, its designated entity, and/or designee are authorized to conduct any Inspections or other investigations as reasonably necessary to further the goals of this Chapter subject to applicable laws.
- E. City shall receive written complaints from persons regarding an entity that may be potentially non-compliant with SB 1383 Regulations, including receipt of anonymous complaints.

#### **8.04.350 Enforcement and Penalties.**

- A. Violation of any provision of this article shall constitute grounds for issuance of a notice of violation and assessment of civil, criminal and/or administrative penalties by a city enforcement official or representative. Administrative enforcement actions under this Chapter may include the issuance of an administrative citation and assessment of a fine. The city's penalties are included in Section 1.08.010 and Chapter 1.10 is hereby incorporated in their entirety, as modified from time to time, and shall govern the imposition, collection and enforcement of this Chapter.
- B. Other remedies allowed by law may be used, including civil action or prosecution as misdemeanor or infraction. The city may pursue civil actions in

California courts to seek recovery of unpaid administrative citations. The city may choose to delay court action until such time as a sufficiently large number of violations, or cumulative size of violations exist such that court action is a reasonable use of city staff and resources.

C. Responsible entity for enforcement

- (1) Enforcement pursuant to this article may be undertaken by the city enforcement official, which may be the city manager or their designee, designated entity, legal counsel, or combination thereof.
- (2) Enforcement may also be undertaken by a regional or county agency enforcement Official, designated by the city, in consultation with city enforcement official.
- (3) City enforcement official will interpret ordinance; determine the applicability of waivers, if violation(s) have occurred; implement enforcement actions; and, determine if compliance standards are met.
- (4) City enforcement official(s) may issue notices of violation(s).

D. Process for enforcement

- (1) City enforcement officials or designee will monitor compliance with the ordinance randomly and through compliance reviews, route reviews, investigation of complaints, and an Inspection program. Section 0 establishes city's right to conduct Inspections and investigations.
- (2) City may issue an official notification to notify regulated entities of its obligations under the ordinance.
- (3) City shall issue a notice of violation requiring compliance within 60 days of issuance of the notice.
- (4) Absent compliance by the respondent within the deadline set forth in the notice of violation, city shall commence an enforcement action pursuant to Chapter 1.10.
- (5) Notices shall be sent to "owner" at the official address of the owner maintained by the tax franchisee for the city or if no such address is available, to the owner at the address of the dwelling or commercial property or to the party responsible for paying for the discarded materials handling service, depending upon available information.

E. Penalty amounts for types of violations

Consistent with Section 1.10.030, the penalty levels are as follows:

- (1) For a first violation, the amount of the base penalty shall be \$100.00 per violation.
- (2) For a second violation, the amount of the base penalty shall be \$200.00 per violation.
- (3) For a third or subsequent violation, the amount of the base penalty shall be \$500.00 per violation.
- (4) In addition to the recommended penalties, the City's enforcement official may commence other civil, criminal and/or administrative actions to address the violations.

#### F. Compliance deadline extension considerations

The city may extend the compliance deadlines set forth in a notice of violation issued in accordance with this Section if it finds that there are extenuating circumstances beyond the control of the respondent that make compliance within the deadlines impracticable, including the following:

- (1) Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters;
- (2) Delays in obtaining discretionary permits or other government agency approvals; or,
- (3) Deficiencies in organic waste recycling infrastructure or edible food recovery capacity and the city is under a corrective action plan with CalRecycle pursuant to 14 CCR Section 18996.2 due to those deficiencies.

#### G. Administrative Citation Appeals Process

Consistent with Chapter 1.10.120, persons receiving an administrative citation containing a penalty for an uncorrected violation may request a hearing to appeal the citation. A hearing will be held only if it is requested within the time prescribed and consistent with city's procedures in the city's codes for appeals of administrative citations. Evidence may be presented at the hearing. The city will appoint a hearing officer who shall conduct the hearing and issue a final written order.

#### H. Education period for non-compliance

Beginning January 1, 2022 and through December 31, 2023, city or its designee will conduct inspections, route reviews or waste evaluations, and compliance reviews, depending upon the type of regulated entity, to determine compliance, and if city determines that a generator, self-hauler, hauler, tier one commercial edible food generator, food recovery organization, food recovery service, or other entity is not in compliance, it shall provide educational materials to the entity describing its obligations

under this Chapter and a notice that compliance is required by January 1, 2022, and that violations may be subject to administrative civil penalties starting on January 1, 2024.

I. Civil penalties for non-compliance

Beginning January 1, 2024, if the city determines that a generator, self-hauler, hauler, tier one or tier two commercial edible food generator, food recovery organization, food recovery service, or other entity is not in compliance with this Chapter, it shall document the noncompliance or violation, issue a notice of violation, and take enforcement action pursuant to this Section, as needed.

SECTION 3. CEQA. The City Council of the City of Placentia determines that this Ordinance is not subject to the California Environmental Quality Act (CEQA) pursuant to pursuant to the California Code of Regulations, Title 14, Chapter 3, Sections 15061(b)(3) (because it can be seen with certainty that the adoption of this Ordinance will not have an effect on the environment) and 15060(c)(3) (the activity is not a project as defined in Section 15378) because it has no potential for resulting in a physical change to the environment, directly or indirectly.

SECTION 4. Inconsistencies. Any provision of the Placentia Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to that extent necessary to affect the provisions of this Ordinance.

SECTION 5. Severability. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance for any reason is 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 hereby declares that it would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 6. Certification. 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 November 16, 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 16<sup>th</sup> day of November 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



# Placentia City Council

## **AGENDA REPORT**

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF FINANCE

DATE: NOVEMBER 16, 2021

SUBJECT: **INTRODUCTION AND FIRST READING OF ORDINANCE O-2021-13 AMENDING CHAPTER 3.08 OF TITLE 3 OF THE PLACENTIA MUNICIPAL CODE.**

### FISCAL

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

### **SUMMARY:**

Chapter 3.08 of the Placentia Municipal Code, Purchasing, adopted in 1971 and amended in 1984 and 2008, establishes the framework for City purchasing. Section 3.08.030 - Purchasing Agent – Powers and Duties, authorizes the Director of Finance (Purchasing Agent) to prepare and recommend administrative purchasing policies and procedures consistent with the Municipal Code and City Charter. The proposed action will add a new policy pertaining to purchasing to the existing Policy and Procedural Manual.

### **RECOMMENDATION:**

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

Introduce for first reading, by title only, further reading waived, Ordinance No. O-2021-13, an ordinance of the City Council of the City of Placentia, California, amending Chapter 3.08 of Title 3 of the Placentia Municipal Code to amend Section 3.08.085 establishing specific purchasing and contracting authority levels.

### **DISCUSSION:**

The City Administrator and City Council have made a commitment that the City will manage internal operations as well as provide services to the community in a professional and high quality manner. To assist in accomplishing this goal, policies and procedures have been established to help guide elected and appointed officials as well as City staff. These policies and procedures have been developed over time and have been updated, revised, rescinded, and re-written as necessary. The latest City of Placentia Policy and Procedure Manual was adopted in April 2011.

The proposed new administrative policy and procedure is designed to provide the City with a means of assuring continuity and uniformity in the purchasing operation, and to define the

**3. a.**  
**Nov. 16, 2021**

responsibilities for purchasing supplies, services, and equipment for the City, consistent with the Placentia Municipal Code (PMC). These guidelines are not intended to address every issue, exception, or contingency that may arise in the course of purchasing activities. The basic standard that should always prevail is to exercise good judgment in the use and stewardship of City resources, including maintaining the budget authorized by the City Council.

At the City Council meeting on November 2, 2021 Staff received City Council input on the modernization of the contract and purchasing authorization of the City Administrator. City Council direction was to increase the authority of the City Administrator’s authority for purchases and contracts from \$25,000 to \$40,000. There will be no changes to the bidding requirements for good and services.

**Summary of Changes to Purchasing Policy**

<b>Section</b>	<b>Summary of Changes</b>
1 – Purpose	Added Title
2 – Policy Statement	Added clarifying language and references
3 – Conflict of Interest	Section Added to new policy
4 – Unauthorized Purchases	Added clarifying language
5 – Responsibility of the Purchasing Agent	Updated language to match current processes
6 – Responsibility of the Department Designee and Departments	Updated language and responsibility of the departments
7 – Vendor Relations	Added language for Local preference
8 – Other important Matters	New section added for emphasis of matters related to purchasing best practices and grant requirements
9 – Purchasing limits and authorization	Added clarifying language. Seeking Council direction on any changes to the current City Administrator authority of \$25,000.00
10 – Types of purchase orders	Updated language and definitions
11 – Purchase order exemptions	Updated listing of exempt items.
12 – Purchase Award	Added local preferences to the purchasing policy.
13 – Purchase order amendments and change orders	Added clarifying language
14 – Informal and formal bid process	Added language to better match Municipal Code
15 – Purchasing Cards (“P-Card”)	Updated to reference P Card Policy
16 – Specifications	Added clarifying language
17 – Professional Consultant Selection	Added clarifying language
18 – Surplus Person Property	No Changes
19 – Glossary	Added definitions

Prepared by:



---

Jessica Brown  
Director of Finance

Reviewed and approved:



---

Damien R. Arrula  
City Administrator

Attachment:

1. Draft Ordinance O-2021-13 – Modernization of Purchasing Policy
2. City of Placentia Administrative Policies and Procedures – Purchasing

**ORDINANCE NO. O-2021-13**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, AMENDING CHAPTER 3.08 OF TITLE 3 OF THE PLACENTIA MUNICIPAL CODE TO AMEND SECTION 3.08.085 ESTABLISHING SPECIFIC PURCHASING AND CONTRACTING AUTHORITY LEVELS**

City Attorney's Summary

This Ordinance amends Chapter 3.08 of Title 3 of the Placentia Municipal Code regarding "Purchasing" to establish specific purchasing and contracting authority levels, increase the monetary limit of the City Administrator's purchasing and contracting authority from \$25,000.00 to \$40,000.00, and make corresponding changes to the monetary thresholds triggering the formal and open market bid procedures.

**THE CITY COUNCIL OF THE CITY OF PLACENTIA DOES HEREBY ORDAIN AS FOLLOWS:**

SECTION 1. Section 3.08.085 is hereby amended to read to Chapter 3.08 of Title 3 of the Placentia Municipal Code to read as follows:

"3.08.085 Purchasing and Contracting Authority Levels.

There shall be three levels of authority for purchases and contracts: Department Award, City Administrator Award, and City Council Award. Generally, authority is established by the dollar amount of the purchase or contract.

(1) Department Award: Up to \$5,000.00 The city administrator may authorize any department head of the city to purchase supplies, services or equipment as needed for his or her area of responsibility in an amount up to five thousand dollars (\$5,000.00).

(2) City Administrator Award: Up to \$40,000.00. Subject to the provisions of the City Charter and this chapter, the city administrator shall be authorized to award or approve, and sign, contracts for the purchase of supplies, services or equipment of an estimated value of \$40,000.00 or less.

(3) City Council Award: Over \$40,000.00. All contracts for the purchase of supplies, services or equipment of an estimated value of greater than \$40,000.00 shall be approved by the city council. The applicable provisions of state or federal law, the City Charter, this chapter, or any other procedures, rules or regulations adopted by the city council shall apply to such contracts."

SECTION 2. Severability. If any section, subsection, subdivision, sentence, clause, phrase, word 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 Chapter. The City Council hereby declares that it would have adopted this Ordinance and each section, subsection, subdivision, sentence, clause, phrase, word or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, words or portions thereof be declared invalid or unconstitutional.

SECTION 3. 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 November 16, 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 held on the 16<sup>th</sup> day of November 2021 and was finally adopted at a regular meeting 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

Purchasing Policy

Table of Contents

- 1 - PURPOSE..... 5
- 2 - POLICY STATEMENT ..... 5
- 3 - CONFLICT OF INTEREST..... 6
- 4 - UNAUTHORIZED PURCHASES..... 6
- 5 - RESPONSIBILITY OF THE PURCHASING AGENT ..... 6
- 6 - RESPONSIBILITY OF DEPARTMENT DESIGNEE AND DEPARTMENTS ..... 7
- 7 - VENDOR RELATIONS..... 8
- 8 - OTHER IMPORTANT MATTERS ..... 9
- 9 - PURCHASING LIMITS AND AUTHORIZATIONS..... 10
  - A) Purchases of less than or equal to \$2,500.00 – Over the Counter ..... 10
  - B) For purchases of \$2,500.01 to \$5,000.00 – Informal Bid (“Open Market”)..... 10
  - C) Purchases between \$5,000.01 - \$25,000.00 – Informal Bid (“Open Market”) ..... 11
  - D) Purchases of \$25,000.01 or More – Formal Bid (“Formal Contract”)..... 11
- 10 - TYPES OF PURCHASE ORDERS ..... 11
  - A) Standard Purchase Order..... 11
  - B) Blanket Purchase Order..... 11
  - C) Contract Purchase Order ..... 12
  - D) Cooperative Purchases ..... 13
  - E) Sole Source Purchases..... 13
  - F) Emergency Purchases..... 13
- 11 - PURCHASE ORDER EXEMPTIONS..... 14
- 12 - PURCHASE AWARD ..... 15
  - A) Lowest responsive and Qualified Bidder ..... 15
  - B) Rejection of Bids..... 16
  - C) Tie Bids ..... 16
  - D) Local Preference..... 16
- 13 - PURCHASE ORDER AMENDMENTS AND CHANGE ORDERS..... 17
- 14 - INFORMAL AND FORMAL BID PROCESS ..... 18
  - A) Informal Bids (“Open Market”) ..... 18

B) Formal Bids (“Formal Contract Procedure”) ..... 19

15 - PURCHASING CARDS (“P-CARD”)..... 20

16 - SPECIFICATIONS..... 20

    A) Sole Source Specifications ..... 21

    B) Standardization..... 21

    C) Brand Name, or Equal, Specifications ..... 21

    D) Vendor Assistance in Writing Specifications..... 22

17 - PROFESSIONAL CONSULTANT SELECTION..... 22

    A) Selection of Consultants for Professional Services (General):..... 22

    B) Selection of Consultants for Professional Services for Capital Improvement Projects: ..... 23

    C) Selection of Consultants for Professional Services for Continuing Services:..... 24

    D) Exclusions ..... 24

18 - SURPLUS PERSONAL PROPERTY ..... 24

    A) Methods Of Disposition ..... 25

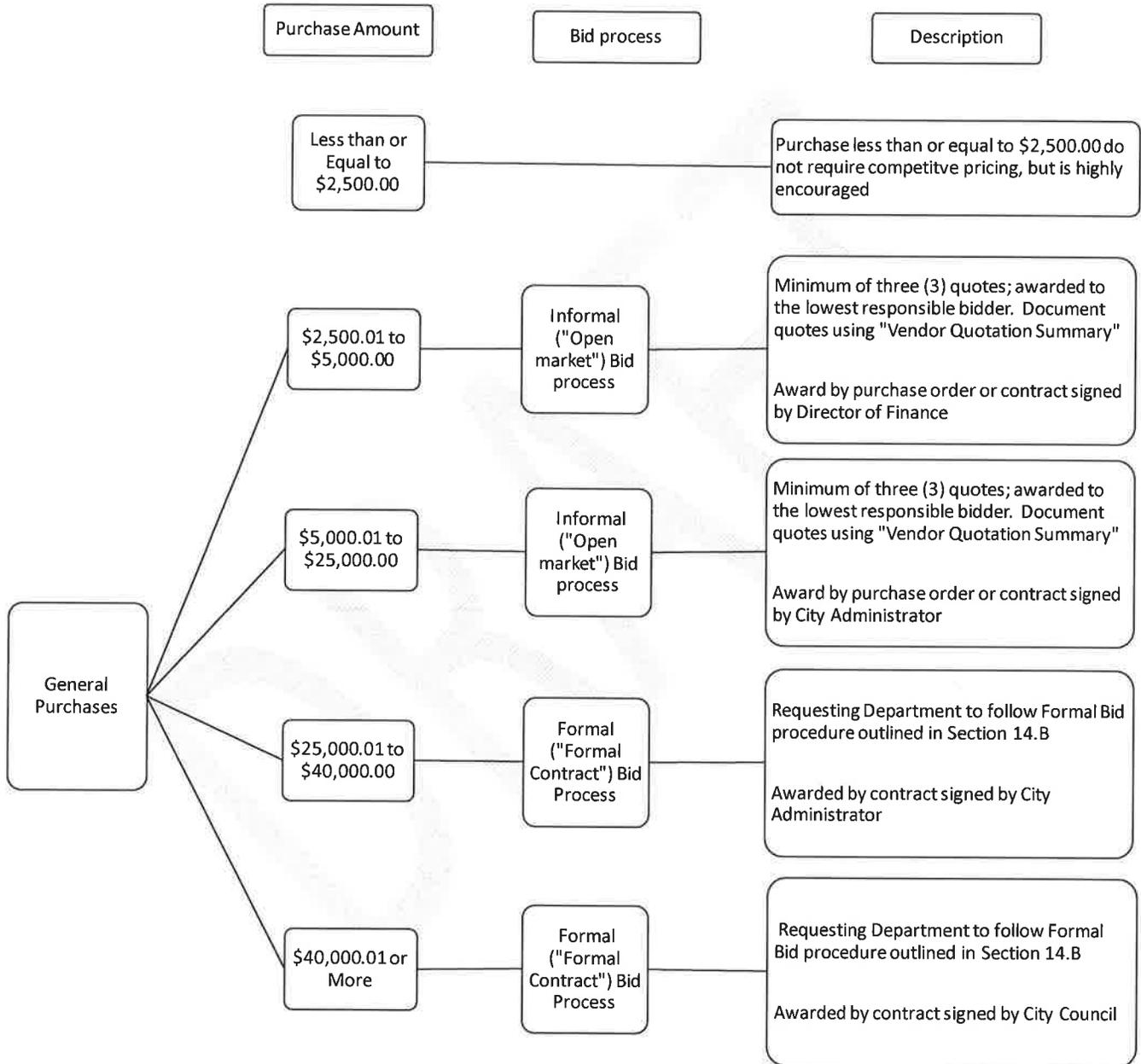
    B) Proceeds ..... 26

19 - GLOSSARY ..... 27

## Purchasing Overview

Purchase Amount	Bid Requirement*	Authority to Award	Summary
Less than or Equal to \$2,500.00	Competitive pricing is not required but highly encouraged	Department Head or Purchasing Agent	Competitive pricing is not required but is highly encouraged.  A purchase order maybe requested by the department if required by vendor or if the department wishes to encumber funds.
\$2,500.01 to \$5,000.00	Informal ("Open Market")	Purchasing Agent	Minimum of three (3) quotes; awarded to the lowest responsible bidder. Document quotes using "Vendor Quotation Summary"  Award by purchase order or contract signed by Director of Finance
\$5,000.01 to \$25,000.00	Informal ("Open Market")	City Administrator	Minimum of three (3) quotes; awarded to the lowest responsible bidder. Document quotes using "Vendor Quotation Summary"  Award by purchase order or contract signed by City Administrator
\$25,000.01 to \$40,000.00	Formal ("Formal Contract")	City Administrator	Formal Bidding Required;  See Section 14 for Formal Bidding Process
Greater than or Equal to \$40,000.01	Formal ("Formal Contract")	City Council	Formal Bidding Required;  See Section 14 for Formal Bidding Process

\*Refer to Section 14 - Informal and Formal Bid Process for detailed information



**PURCHASING POLICY****1 - PURPOSE**

The purpose of this policy is to provide the City of Placentia (“City”) with a means of assuring continuity and uniformity in its purchasing operation, and to define the responsibilities for purchasing supplies, services, and equipment for the City of Placentia. These guidelines are not intended to address every issue, exception, or contingency that may arise in the course of purchasing activities. The basic standard that should always prevail is to exercise good judgment in the use and stewardship of City resources, including keeping within the budget authorized by the City Council.

**2 - POLICY STATEMENT**

The policy contained herein was developed under the authority of §§ 3.08.010 through 3.08.130 of the Placentia Municipal Code. The Director of Finance is designated as the Purchasing Agent for the City and may delegate the administration of the program. The Purchasing Agent is charged with the responsibility and authority for coordinating and managing the procurement of the City’s supplies, services, and equipment according to this policy.

The policy outlined herein is to be adhered to by the Purchasing Agent and all departments when procuring supplies, services, and equipment. This Policy strives to define decision making with prudent review and internal control procedures and to maintain departmental responsibility and flexibility in evaluating, selecting, and purchasing, supplies, equipment, and services.

Purchase orders should be issued prior to ordering supplies, equipment, and services and not “after the fact” for work already done or materials already ordered for all purchases including but not limited to P-Cards, online orders and over the counter purchases, with exceptions for Emergency Purchases outlined in Section 10.F

Purchasing dollar limits are per “item”, which is defined as the total cost to one firm or vendor for a specific project, purchase, or similar service. This policy specially prohibits splitting an order, services contract, or capital improvement project contract to circumvent specified dollar limits.

For purposes of applying the purchasing dollar limits, repeated utilization of the same vendor for similar procurements should be considered to be a single “item”. Refer to Purchasing Limit and Authorization Section 9.

Excluded from this policy is the purchase of supplies, services and equipment which are included within the specification of a “Public Works Contract” construction project and is subject to the regulations contained in the City Charter or the California Public Contract Code, if applicable. Also excluded is the award of Professional Design and Consulting Services, governed by California Government Code §§ 4525-4529.5. See Subsection 11 herein.

### 3 - CONFLICT OF INTEREST

Per City Code of Values and Ethics (Policy No. 352).

**All elected and appointed officials, City employees, volunteers, contractors, and consultants who participate in the City's government are Representatives of the City for the purpose of this policy.**

In order to assure their independence and impartiality on behalf of the common good, Representatives shall not use their official positions to influence government decisions in which they have a material financial interest or personal relationship which may give the appearance of a conflict of interest. In accordance with the law, Representatives shall disclose investments, interests in real property, sources of income, and gifts, and they shall abstain from participating in deliberations and decisions-making where conflicts may exist. (See California Government Code §§ 1090 et seq., 81000 et seq., 82000 et. seq., 87100 et seq.; 87407; California Health & Safety Code §§ 33130 et seq.; California Penal Code §68; 2 Code of California Regulations §§ 18700 et. seq.)

### 4 - UNAUTHORIZED PURCHASES

Except for emergencies or other authorized exemptions stated in these guidelines, no purchase of supplies, services, or equipment shall be made without an authorized purchase order. **Purchase orders shall be issued prior to ordering supplies, equipment, and services and not "after the fact" for work already done or materials already ordered. Otherwise:**

- i) Such purchases are void and not considered an obligation of the City.
- ii) Invoices without an authorized purchase order may be returned to the vendor unpaid
- iii) The person ordering the unauthorized purchase may be held personally liable for the costs of the purchase or contract.

### 5 - RESPONSIBILITY OF THE PURCHASING AGENT

The Purchasing Agent is responsible for 1) the procurement of general supplies, services, and equipment; 2) the administration of the purchasing policy; and 3) the management of surplus City property.

The Purchasing Agent may delegate certain responsibilities to Department Designee for efficiency.

To perform these functions efficiently and assist departments, the Purchasing Agent shall:

- i) Be charged with the responsibility and authority for coordinating and managing the procurement of the City's general supplies, services and equipment from the lowest responsive and responsible bidder when required by this policy.

- ii) Ensure full and open competition on all purchases as required by this policy.
- iii) Identify, evaluate, and utilize purchasing methods which best meet the needs of the City (i.e., cooperative purchases, blanket purchase orders, contractual agreements, etc.).
- iv) Recommend revisions to purchasing procedures when necessary and keep informed of current developments in the field of public purchasing.
- v) Prescribe and maintain all forms and records necessary for the efficient operation of the purchasing function.
- vi) Act as the City's agent in the transfer and disposal of surplus equipment and materials.
- vii) Award Purchase Orders.

#### **6 - RESPONSIBILITY OF DEPARTMENT DESIGNEE AND DEPARTMENTS**

Departments are charged with the following responsibilities in the purchasing process:

- i) To provide to the Finance Department at the beginning of each fiscal year, an updated authorized signature list designating those individuals who are delegated the authority to make purchases pursuant to the policies and procedures as described herein.
- ii) To anticipate requirements sufficiently in advance to allow adequate time to obtain goods in accordance with the best purchasing practices.
- iii) To communicate and coordinate purchases with the Purchasing Agent or Departmental Designee, as necessary.
- iv) To provide detailed, accurate specifications to ensure goods obtained are consistent with requirements and expectations.
- v) To prepare requisitions in accordance with instructions so as to minimize the processing effort.
- vi) To inform the Finance Department of any vendor relations problems, shipping problems (i.e., damaged goods, late delivery, wrong items delivered, incorrect quantity delivered, etc.) and any situations which could affect the purchasing function.

- vii) Research and recommendations in developing specifications; review specifications for completeness of information to ensure specifications are not unnecessarily restrictive.
- viii) To minimize urgent and sole source purchases and to provide written documentation when such purchases may be necessary.
- ix) To assist the Finance Department with the review of all bids received for compliance with specifications and provide the Finance Department with written documentation regarding their findings.
- x) To not “split” orders for the purpose of avoiding procurement requirements. (See definitions.
- xi) Coordinate vendor relations, locate sources of supply, and evaluate vendor performance.
- xii) To consider the use of recycled products when practical and economically feasible. To be considered economical, the added costs should not exceed 10% of the lowest non-recycled product price.
- xiii) Make purchase award recommendations to the appropriate authority.
- xiv) Track aggregate vendor purchases to ensure compliance with the purchasing policy.
- xv) Ensure that purchase orders are obtained prior to the purchase of good or services within in 2 weeks of fully executed contract.
- xvi) If multiyear contracts are awarded, track aggregate purchases/purchase orders to be in compliance with contract terms.

## **7 - VENDOR RELATIONS**

It is to the City’s advantage to promote and maintain good relations with vendors. The Purchasing Agent or Department Designee and operating Department staff shall conduct their dealings with vendors in a professional manner and shall promote equal opportunity and demonstrate fairness, integrity, and courtesy in all vendor relations. When feasible to do so, vendors within the City of Placentia should be utilized for supplies, vehicles, services, and equipment. To assist in using local vendors, the City Council may, by minute action, award a bid to a Placentia vendor provided the local bid does not exceed the lowest bid by more than five

percent (5%). See Section 12.D of this policy for more details. This exception shall not be utilized for any purchase made with federal funds.

## 8 - OTHER IMPORTANT MATTERS

Departments should be aware of the following important requirements of the City's purchasing policy

- i) The City's purchasing policy requires all purchases to be authorized by Department Head prior to purchase.
- ii) The Information Technology Division shall be consulted prior to the purchase of any computer hardware, software, or cloud services whether purchased on a stand-alone basis or as a component of a larger procurement.
- iii) Federally funded purchases must adhere to the requirements outlined in the Uniform Administrative Requirements, Cost Principals and Audit Requirements for Federal Awards, Section 2 – CFR § 200.317 through 200.326 – to comply with the Uniform Guidance procurement requirements. These requirements differ from those under the California Public Contract Code and the California Uniform Public Construction Cost Accounting Act as well as the City's typical purchasing procedures. Any purchase using federal funds must comply with these federal requirements as further outlined herein.
- iv) Grant or special funding items may have regulations that prevail over the City's policies and procedures for procurement. In the case of grant or special funding the MORE restrictive of either the City or the funding agency's procedure will apply to the purchase. It is the responsibility of the department receiving the Grant to understand the terms of the Grant and any restrictions on the use of funds.
- v) Capital equipment purchases are assets that have a value that greater than \$2,500.00 and have a useful life of more than one (1) year. Capital purchases must be submitted to the Finance Department for tracking, approved by the Purchasing Agent and must follow the Purchasing policy. See Policy 810 for more details.
- vi) Pursuant to Labor Code Section 1771, the City shall pay prevailing wages for certain public projects and maintenance projects of more than one thousand dollars (\$1,000). Labor Code Sections 1720 through 1720.9 provide the definition of a public project for prevailing wage purposes. The City Attorney should be consulted when there is a question as to whether prevailing wages apply.

**9 - PURCHASING LIMITS AND AUTHORIZATIONS**

Purchasing dollar limits are “per item”, which is defined as the total cost for supplies, vehicles, equipment, the total construction cost for Public Projects, and the total cost for general or professional services to one firm or vendor for a specific project. This policy specially prohibits splitting an order, services contract, or capital improvement project contract to circumvent specified dollar limits.

For purposes of applying the purchasing dollar limits, repeated utilization of the same vendor for similar procurements should be considered to be a single “item”. For example, purchasing a particular supply, uniform, or service monthly from the same vendor such that the total expended in a single fiscal year exceeds \$2,500.00 should be viewed as a single procurement and the vendor should be competitively selected. Staff should use their professional judgment in applying this rule and seek guidance from the Purchasing Agent if there are questions. The intent is not to burden staff, but rather to ensure that the City is receiving competitive pricing and that the appropriate method of procurement is being utilized. In the case of the purchase of materials or equipment such as minor hardware, software, irrigation supplies, cleaning supplies or office supplies, this provision shall not apply; however, a single purchase of greater than \$2,500.00 should follow the applicable purchasing method as described below.

**A) Purchases of less than or equal to \$2,500.00 – Over the Counter**

For purchases of supplies, equipment, and services of less than \$2,500.00, the authority to award is the Purchasing Agent or Department Designee. Under Municipal Code Section 3.08.030. the Director of Finance may delegate duties to other members of the City. Comparative pricing is not required to purchase supplies, equipment, and services, of less than or equal to \$2,500.00 but is highly encouraged. A Purchase Order may be requested by the department if required by the vendor or if the department wishes to use the Purchase Order as a mechanism to encumber funds

**B) For purchases of \$2,500.01 to \$5,000.00 – Informal Bid (“Open Market”)**

For purchases between \$2,500.01 - \$5,000.00 the authority to award is the Purchasing Agent. Department staff shall not award purchase orders between \$2,500.01 - \$5,000.00 without approval of the Purchasing Agent. All departments shall obtain and document three (3) competitive quotations for purchases. Quotes may be obtained from a variety of sources, (e.g. Internet search, vendor price listing, verbal quotes, or written quotes. The department shall submit a requisition, which includes the recommended vendor, with all supporting documentation to the Finance Department. Supporting documentation shall include competitive price quotes obtained, names of vendors contacted, description of the items required, and certificates of insurance as applicable. Finance Department shall review the recommendation and supporting documentation and may contact additional sources for quotations.

C) Purchases between \$5,000.01 - \$25,000.00 – Informal Bid (“Open Market”)

For purchase of between \$5,000.01 - \$ 40,000.00 the authority to award is the City Administrator. Department staff shall not award purchase orders for \$5,000.01 or more without the approval of the City Administrator, except in the event of an emergency purchase (see F, Emergency Purchases). All departments shall obtain and document three (3) competitive quotations. Quotes may be obtained from a variety of sources, (e.g. Internet search, vendor price listing, verbal quotes, or written quotes. The department shall submit a requisition, which includes the recommended vendor, with all supporting documentation to the Finance Department. Supporting documentation shall include competitive price quotes obtained, names of vendors contacted, description of the items required, and certificates of insurance as applicable. Finance Department shall review the recommendation and supporting documentation and may contact additional sources for quotations.

The City Administrator may award purchase to the lowest responsive and responsible bidder whose quote fulfills the intended purpose, quality, and delivery needs of the solicitation, provided that an unencumbered appropriation for that item exists. In lieu of awarding the purchase, the City Administrator may reject bids, or may negotiate further to obtain terms more acceptable to the city.

D) Purchases of \$25,000.01 or More – Formal Bid (“Formal Contract”)

Purchases/Contracts that exceed \$25,000.01 require a Formal Bid Process.

Purchases/Contracts of \$5,000.01 to \$40,000.00 shall be approved by the City Administrator.

Purchases/Contracts of \$40,000 .01 or more shall be approved by City Council.

See Section 14 for the Formal Bid procedures.

**All purchases and contracts are subject to Purchasing limits and authorizations.**

## 10 - TYPES OF PURCHASE ORDERS

A) Standard Purchase Order

Purchase Orders represent a contract between the City and the Vendor. Purchase orders outline the list of items or services that the City would like to purchase, order quantities and agree-upon prices.

B) Blanket Purchase Order

A Blanket Purchase Order is an agreement whereby the City contracts with a vendor to provide equipment or supplies on an as-needed and often over-the-counter basis. Blanket

Purchase Orders provide a mechanism whereby items which are uneconomical to stock may be purchased in a manner that allows field operations timely access to necessary materials. Blanket Purchase Orders shall not be used to purchase services, capital assets or items maintained in stock.

Finance Department shall request confirmation of Blanket Purchase Orders annually before the beginning of the fiscal year. Requests for Blanket Purchase Orders may also be submitted to the Finance Department on an as-needed basis. Finance Department shall review Blanket Purchase Order requests based upon the following criteria:

- (1) Geographic location
- (2) Responsiveness and capabilities
- (3) Average dollar value and type of items to be purchased
- (4) Frequency of need

All Blanket Purchase Orders shall include the following information:

- (1) A general description of the equipment or supplies which may be charged.
- (2) The period of time the order will remain open, not to exceed the end of the fiscal year the blanket purchase order is issued.
- (3) The maximum total amount which may be charged on the purchase order.
- (4) Items excluded from the purchase, if applicable.
- (5) The phone number of the purchasing agent for questions or approval of charges which exceed the limit.
- (6) Identification of the department(s) and employee(s) who may charge against the order.
- (7) Requirement that the employee shows CITY identification.
- (8) Requirement that employees print and sign their names when picking up goods.
- (9) Account number(s) to be charged.

Once a Blanket Purchase Order is issued to a vendor, any authorized City employee may contact the vendor directly to place orders per the terms and conditions specified in the Blanket Purchase Order.

#### C) Contract Purchase Order

Contract Purchase Orders are the preferred method of purchasing repetitive-use items or services which may be common to several departments or within one department. Establishing Contract Purchase Orders provides a means of obtaining volume pricing based upon the combined needs of all departments, reduces the administrative costs associated with seeking redundant competitive bids and processing a Purchase Order each time an order is placed, and allows departments to order as needed, reducing the requirement to maintain large inventories of stock.

If a Contract Purchase order exists, departments shall order all of their requirements from the successful vendor. No other source shall be used without prior approval of the Purchasing Agent. Departments shall submit, in writing to the Finance Department, any performance problem encountered immediately following the occurrence so that corrective action may be taken.

Contract Purchase Orders may include option for renewal for specific products, product types, or services at agreed upon prices or pricing structure and for a specified period of time.

Upon approval of a contract, purchase orders shall be issued within 2 weeks of contract execution and issuing department is responsible for compliance with the contract terms.

D) Cooperative Purchases

The Finance Department may participate in purchases and contracts established by other political jurisdictions, provided the cooperative agreement is established following a competitive bid process. The City Administrator may authorize the award of cooperative purchase agreements up to \$ 40,000 .00. City Council approval is required for the award of any cooperative purchase of \$ 40,000.01 or more.

E) Sole Source Purchases

Commodities and services which can be obtained from only one vendor are exempt from competitive bidding. Sole source purchases may include proprietary items sold directly from the manufacturer, items that have only one distributor authorized to sell in this area, or a certain product has been proven to be the only product that has proven to be acceptable. All sole source purchases requests shall be submitted to the Finance Department using the sole source purchasing approval form. Final determination that an item is a valid sole source purchase will be made by the Purchasing Agent.

F) Emergency Purchases

Emergency purchases may be made without competitive bidding when time is of the essence, and shall be made only for the following reasons:

- (1) To preserve or protect life, health, or property
- (2) Upon natural disaster
- (3) To forestall a shutdown of essential public services

Since emergency purchases do not normally provide the City an opportunity to obtain competitive quotes or properly encumber funds committed, sound judgment shall be used in keeping such orders to an absolute minimum. In addition, the following requirements shall apply:

- (1) The Finance Department shall be contacted as soon as possible to expedite the purchase order to cover the emergency transaction. If unable to contact the Finance Department, place the order and contact the Finance Department the next workday.
- (2) A completed purchase requisition shall be submitted to the Finance Department within two working days, or as soon as the information is available. All purchase requisitions for emergency purchases shall be signed by the appropriate department head.
- (3) Documentation explaining the circumstances and nature of the purchase shall be submitted by the appropriate department head as follows:
  - (a) Purchases less than or equal to \$5,000.00: Use standard purchasing procedures
  - (b) Purchases in the amount of \$5,000.01 - \$100,000.00: Require the approval of the City Administrator
  - (c) Purchases in excess of \$100,000.01: Require approval by the City Council
- (4) If the emergency purchase causes any budget line item to exceed the approved budget, it shall be the responsibility of the department requesting the purchase to obtain subsequent City Council approval, through the Finance Department, for an additional appropriation or to make a transfer to cover the purchase.

## 11 - PURCHASE ORDER EXEMPTIONS

Certain purchases are not readily adaptable to the open market and formal bidding process. These purchases are generally for items where the competitive bid process is not applicable or where a check is required to accompany the order. Following is a list of allowable exemptions:

Insurance Claims & Premiums	Medical Payments
Petty Cash Replenishment	Property Rentals
Real Property/easement acquisitions	Subscriptions/Renewals
Trade Circulars or professional books	Travel Expense/Advances
Utility Payments/Fuel Purchases	Membership Dues
Payments to other agencies	Refunds
Postage	

If a vendor requires a Purchase Order to process an order, the department shall submit a purchase order requisition to the Finance Department to initiate a purchase order.

**12 - PURCHASE AWARD****A) Lowest responsive and Qualified Bidder**

- i) Bids shall be awarded to the “responsive” and “qualified” bidder who submits the lowest bid.
- ii) In determining the lowest “responsive” bid, the following elements shall be considered in addition to price:
  - (1) A responsive bid is one which is in substantial conformance with the requirements of the invitation to bid, including specifications and the City’s contractual terms and conditions. Bidders who substitute terms and conditions or who qualify their bids in such a manner as to nullify or limit their liability shall be considered non-responsive bidders.
  - (2) Conformance with the requirements of the invitation to bid may also include providing proof of insurance, completing all forms, including references, and all other information as requested in the bid document.
  - (3) The successful bidder must demonstrate the ability to successfully fulfill a contract, including rendering of subsequent and continuing service. Staff may request proof of a prospective bidder’s reliability. Prospective bidders may be requested to furnish proof of financial resources, a list of current or previous customers, and other pertinent data. Such action may also be taken after receipt of bids.
  - (4) A bidder may be determined to be non-responsive if a prospective bidder fails to furnish proof of qualifications when required.
- iii) In determining the lowest “qualified” bidder, the following elements shall be considered in addition to price:
  - (1) That the products offered provide the quality, fitness, and capacity for the required usage.
  - (2) That the bidder has the ability, capacity, and skill to perform the contract satisfactorily and within the time required.
  - (3) That the bidder’s experience(s) regarding past purchases by the City or other public agencies demonstrates the reliability of the bidder to perform the contract.

- iv) When a bid is recommended to be awarded to other than the low bidder, written justification is required. The written statement, signed by the appropriate department head, shall be attached to the purchase requisition.

#### B) Rejection of Bids

The Purchasing Agent or the requesting department may recommend rejection of any or all bids if it is determined to be in the best interests of the city. Reasons for rejection may include, but are not limited to, the following: a bid is determined to be non-responsive, the number of bids received is inadequate, bids received are not reasonably uniform in price, or the lowest bid received is deemed to be too high. The Purchasing Agent may, in any given case, reject all bids with or without cause and submit the supplies, equipment or service involved to a new bidding process. If all bids are rejected, the Finance Department may be authorized to re-solicit bids, negotiate a contract for the purchase, or abandon the purchase.

#### C) Tie Bids

If two or more bids are received which are in all respects equal, the Finance Department may accept the one deemed to be in the best interests of the city.

#### D) Local Preference (City Municipal Code Chapter 3.95)

The purpose of this policy is to encourage local companies to do business with the City and support the local economy. The policy builds on the City's ongoing effort to improve the City's systems of purchasing goods and service.

Local business preferences shall only be granted on city contracts involving the procurement of equipment, goods, supplies or services.

If granted, the local business preference shall be in form of a five (5) percent price advantage in the evaluation of the total bid price. In no event shall a local business exceed a maximum price advantage of \$25,000.00 in the evaluation of the bid. The local business preference shall be used for the sole purpose of determining the lowest bid.

Before a contractor can be considered for local business preference, it must certify in its bid that it qualifies as a local business in accordance with the requirements of Chapter 3.95 of the Municipal Code. The certification shall be submitted on a form prepared by city for this purpose. The certification shall constitute an application to the city, seeking a determination whether the contractor qualifies as a local business for the purpose of the contract being bid. The certification, and all information submitted in support thereof, shall be submitted by contractor under penalty of perjury. The city shall not be required to verify the accuracy of the certifications or the supporting information, but it may do so. The city shall have sole and absolute discretion to determine if a contractor qualifies. The city retains the right to deny a local business preference in any situation where it would

not be in the city's best interest, or where it is unclear whether the requirements of this chapter have been met. The city administrator shall be responsible for making all determinations under this section, and the city administrator's decision shall be final. Decisions of the city administrator may be called up for review by the city council, in its discretion. Contractors shall have no recourse against city related to the denial of any application for certification, or the denial of a local business preference.

The following contracts are exempt from the provisions of this section:

Contracts funded in whole or in part from grants, donations, and gifts to the City to the extent the provisions would conflict with any special conditions attached to the grants, donations, or gifts, provided the gift and the special conditions have been approved and accepted by the City.

Contracts resulting from emergency conditions where any delay in completion or performance of the contract would jeopardize public health, safety, or welfare of the citizens of the City, or where in the judgement of the City Administrator or his/her designee the operational effectiveness or a significant City function would be seriously threatened if the contract were not entered into expeditiously.

Contracts with any single or sole source supplier for supplies, material, equipment, or other personal property.

Contracts funded by the federal government. Local preferences shall not be used in the evaluation of bids or proposals unless State/Federal statutes expressly mandate or encourage geographic preference.

### **13 - PURCHASE ORDER AMENDMENTS AND CHANGE ORDERS**

Purchase Orders represent a contract between the City and the Vendor. Any substantial change to a Purchase Order shall be documented as an amendment and substantial changes to a construction project shall be documented as a change order. Amendments and change orders shall be reviewed by the Finance Department and shall be approved by the City Administrator. A purchase order amendment may not be increased by more than 10% or \$2,500, whichever is less, without a change order, except for taxes, shipping and handling as discussed below.

Estimated Taxes, shipping and handling may cause the purchase order to exceed the authorized purchase order amount. These items do not require a change order, even if they exceed 10% of the original purchase order amount.

All amendments to agreements, purchase orders or change orders must adhere to the purchasing thresholds outlined in Section 9 of this policy. All agreements, purchase orders or change orders that result in a total contract value exceeding \$40,000.01 must be approved by City Council.

This applies regardless of whether the agreement or amendment was approved by the City Council or City Administrator.

Change to a project that require the processing of an amendment or change order include, but limited to:

- (1) Adding items or services being procured that increase the total purchase order or contract amount.
- (2) Modifying unit prices or the total contract value
- (3) Modifying the scope of work or services provided
- (4) Modifying the contract completion time
- (5) Changing account numbers or other elements of the initial Purchase Order

Change Orders and Amendments shall not be utilized to add unrelated work to an existing Purchase Order or Contract. Unrelated work constitutes a new purchase and the Department making the purchase should follow the City's procurement policy for a stand- alone purchase. In the event that there is a substantial benefit associated with having a vendor that is already under contract perform new work, a sole source exception may be requested only when it can be adequately justified. In the event that a change of vendor is required, the Purchase Order must be cancelled, and a new Purchase Order created.

#### **14 - INFORMAL AND FORMAL BID PROCESS**

Except as otherwise exempted in this policy, supplies, services, and equipment with an estimated value of \$2,500.01 to \$25,000.00 shall be purchased following an Informal Bid Process and purchases \$25,000.01 or more shall be made following a Formal Bid Process.

To initiate the informal/formal bid process, the department making the request shall provide specifications for the item to be purchased and documentation showing the existence of an unencumbered appropriation for the item in the current approved budget. The requesting department shall solicit informal/formal bids as prescribed by the City of Placentia Municipal Code.

##### **A) Informal Bids ("Open Market")**

Informal bids, or Open Market Procedures (Placentia Municipal Code 3.08.110), requires a minimum of 3 quotations and shall be awarded to the lowest responsible bidder.

Informal quotations can be documented using the "Vendor Quotation Summary". The quotation summary shall include a description of the items to be purchased, names of the vendors contacted, method of obtaining quote, competitive price quotes obtained, and recommendation for award. Quotations shall be submitted to the Finance Department who shall keep a record of all open market orders and quotations for a period of one (1) year after the submission of the quotations or placing of orders. Informal bids may be

posted at City Hall, mailed to prospective bidders a minimum of ten calendar days before the due date, obtained over the internet, or solicited over the phone.

B) Formal Bids (“Formal Contract Procedure”)

- (1) Formal bids (Placentia Municipal Code 3.08.100) apply to purchases of supplies and equipment of an estimated value greater than or equal to \$25,000.01 shall be written contract with the lowest responsible bidder pursuant to the procedure herein after prescribed.
- (2) Notice inviting bids – Notices inviting bids shall include a general description of the articles to be purchased, shall state where bid blanks and specifications may be secured, and the time and place for opening bids
- (3) Published Notice – Notices inviting bids shall be published at least ten (10) days before the date of opening of the bids. Notices shall be published twice in a newspaper of general circulation, published in the city website, or shall be posted in at least 3 public places in the city (one of which shall be City Hall).
- (4) Bidder’s list – The purchasing agent or department designee shall also solicit sealed bids from all responsible perspective suppliers whose names are on the bidder’s list or who have made written request that their names be added thereto.
- (5) Bulletin Board – The purchasing agent or department designee shall also advertise pending purchases by a notice posted on a public bulletin board in the City Hall.
- (6) Bidder’s Security - When deemed necessary by the purchasing agent, bidder’s security may be prescribed in the public notices inviting bids. Bidders shall be entitled to return of bid security; provided, however, that a successful bidder shall forfeit his or her bid security upon his or her refusal or failure to execute the contract within ten (10) days after the notice of award of contract has been mailed, unless in the latter event the city is solely responsible for the delay in executing the contract. The city council, on refusal or failure of the successful bidder to execute the contract, may award it to the next lowest responsible bidder or reject all bids. If the city council awards the contract to the next lowest bidder, the amount of the lowest bidder’s security shall be applied by the city to the contract price differential between the lowest bid and the second lowest bid, and the surplus, if any, shall be returned to the lowest bidder. If the city council rejects all bids presented and readvertises, the amount of the lowest bidder’s security may be used to offset the cost of receiving new bids (and the surplus, if any, shall be returned to the lowest bidder)

- (7) Bid Opening Procedures – Sealed bids shall be submitted to the purchasing agent or departmental designee and shall be identified as “bids” on the envelope. Bids shall be opening in public at the time and place stated on in the public notices. A tabulation of all bids received shall be open for public inspection during regular business hours for period of not less than 30 calendar days after the bid opening.
- (8) Rejection of bids – In its discretion, the City Council may reject any and all bids presented and readvertise for bids pursuant to the procedure herein above prescribed.
- (9) Award of Contracts – Except as otherwise provided herein, contracts shall be awarded by authorizations outlined by the purchasing limits.
- (10) Tie Bids – If 2 or more bids received are for the same total amount or unit price, quality and service being equal, and if the public interest will not permit the delay of readvertising for bids, the City Council may in its discretion accept the one it chooses or accept the lowest bid made by and after negotiation with the tie bidders at the time of bid opening.
- (11) Performance Bonds – The City Council shall have the authority to require a performance bond before entering a contract in such amount as it finds reasonably necessary to protect the best interests of the City. If the City Council requires a performance bond, the form and amount of the bond shall be described in the notice inviting bids.

Bids shall be reviewed for compliance with specifications by the requesting department. All deviations from the specifications shall be fully documented by the requesting department and the impact of the deviations on the performance or suitability of the bid item shall be detailed. Staff will prepare and forward a recommendation for approval of purchase. Informal bids shall be approved by the Purchasing Agent or City Administrator. Formal bids shall be approved by the City Council.

#### **15 - PURCHASING CARDS (“P-CARD”)**

Under certain circumstances, the use of a City purchasing card may be the most appropriate method for certain purchases. All purchases made using the P-card are subject to this purchasing policy in addition to the City’s P-Card policy. Refer to City Policy No. 445 for P-Card policy.

#### **16 - SPECIFICATIONS**

It is the responsibility of each department to provide detailed, accurate specifications when requisitioning supplies, equipment, and services. Accurate specifications are essential for effective procurement of goods and services.

A) Sole Source Specifications

Sole source specifications shall be avoided whenever possible, as they minimize or eliminate competition. The appropriate authority (City Administrator if total purchase is less than or equal to \$40,000.00 or City Council if total purchase is \$40,000.01 or more) may waive bidding requirements if sufficient written justification for a sole source purchase exists. Commodities and services, which can be obtained from only one manufacturer or vendor, are exempt from competitive bidding. Sole source purchases include proprietary items sold directly from the manufacturer or items that have only one distributor authorized to sell in the area. Professional or general services vendors who possess specific expertise or past experience with the City facilities, projects, or studies may also be determined to be an appropriate use of the Sole Source Exception to competitive procurement.

Products that have been proven to be the only acceptable or compatible products to be utilized with existing City systems or equipment but that available on the open market from multiple sources maybe classified as sole source purchases.

Examples of when a sole source / sole brand procurement is not appropriate include, but are not limited to:

- (1) Personal preference for a product or vendor
- (2) Past utilization of a product or vendor (unless it is a City standard)
- (3) Vendor performance
- (4) Availability of local service, maintenance, or delivery
- (5) Features exceeding the minimum requirements

All sole source purchases shall be supported by written documentation and a Sole Source Approval Form signed by the appropriate department head and forwarded to the Purchasing Agent for approval.

B) Standardization

Standardization of specifications for items common to several divisions and/or departments can facilitate the purchasing process. The Finance Department and departments shall work together to establish standard specifications for such items.

C) Brand Name, or Equal, Specifications

In purchasing equipment or supplies needed to be compatible with existing equipment, or to perform complex or unique functions, the Purchasing Agent may limit bidding to a specific product type or a brand name product.

Use of brand names in specifications shall be for the purpose of describing the standard of quality, performance, and characteristics the City desires and not be intended to limit or restrict competition. If a brand name is incorporated into a specification, a minimum of two acceptable brands shall be listed whenever possible and shall be followed by the statement “or approved equal” unless the sole source rule applies. This provision does not apply to Public Work projects where architects and engineers of records have the authority to require specific materials and technical specifications to meet their design intents.

Using specifications provided by a specific manufacturer should be avoided, however, if used, the name of the manufacturer, model number, etc., should be indicated. The bid document shall clearly state that the use of the manufacturer’s specifications is for the sole purpose of establishing the level of quality desired. The Purchasing Agent reserves the right to determine and approve any product submitted as an “or equal.”

D) Vendor Assistance in Writing Specifications

There may be occasions when vendor assistance is required to develop a specification. Such specifications shall be written in general terms and the vendor shall be informed that the information they provide may be used to develop specifications for a competitive bid process. The vendor shall be allowed to submit a bid but will not be given any preference over the other bids.

**17 - PROFESSIONAL CONSULTANT SELECTION**

A) Selection of Consultants for Professional Services (General):

- (1) The following criteria shall be used to determine approval authority for Professional Consultant Service Contracts:

Contracts under or equal to \$5,000.00	Department Head Approval
Contracts of \$5,000.01 - \$40,000 .00	City Administrator Approval
Contracts of \$40,000.01 or greater	City Council Approval

- (2) This policy specifically prohibits splitting a purchase to circumvent the limits set forth in item 1, above.
- (3) The appropriate department head, with the approval of the City Administrator, shall prepare a scope of work consistent with budget and project authorization.

The Request for Proposal (RFP) shall outline the City requirements and project description. The list of solicited firms will be drawn from firms who, in the opinion of the department head, can perform the work. A Request for Qualifications may first be necessary if the required services are particularly specialized or if the qualifications of the available consultants are unknown. The list of solicited firms may be limited to a minimum of 3 to 5 due to time constraints or specialties involved.

- (4) The initial review of proposals shall be conducted by the involved department head(s), who shall make a recommendation to the City Administrator regarding which consultants should be selected or invited to interviews.

Interviews, if warranted, (Contracts less than or equal to \$ 40,00 .00) will be conducted by the appropriate department staff members.

Formal interviews (for contracts of \$ 40,000.01 or more) will be conducted or delegated to a senior staff committee by the City Administrator, or an ad hoc committee shall be formed to conduct the oral interviews for selected consultants. The Committee will make a recommendation to the City Council for final selection.

- (5) Qualifications should be the determining factor in the selection of a professional consultant. Staff shall then negotiate the final fee based upon the agreed scope of work.
- (6) Prior to approval of a contract, the department head shall conduct appropriate background and reference checks and ensure that adequate bonding or security, if required, is posted.
- (7) Consultants shall comply with all regulations and laws dealing with conflict of interest disclosure and reporting. Consultants shall not be engaged if a conflict of interest exists.
- (8) Approval of "Additional Work" items shall comply with the limits outlined purchasing limits and authorization.

B) Selection of Consultants for Professional Services for Capital Improvement Projects:

- (1) After the City Council adopts the next year's Capital Improvement Program (CIP), the Director of Public Works shall develop a list of projects recommended for 1) appropriate City Council review and interview of consultants, or 2) staff to determine the selection of consultants. The City Council shall review the list for adoption or revision.

- (2) Consultant selection shall be from a list of qualified professionals prepared by the department responsible for the project.
- (3) If the project is to be reviewed by the City Council, a formal presentation and interview process will be arranged by the Director of Public Works. If the project is to be reviewed by staff, the Director of Public Works and the City Administrator will determine the RFP review process.

C) Selection of Consultants for Professional Services for Continuing Services:

- (1) Professional firms providing engineering, land surveying, transit, planning, environmental, auditing, architecture, landscape architecture or other services may be retained on a continuing basis to provide professional services within the scope of the original RFP/Contract. Continuing services are subject to the purchasing limits for informal/formal bidding process every 3 years from the original contract date, as detailed in Section 9 of this policy. The department head, with the approval of the City Administrator, may contract on a project-by-project or on a retainer basis for additional work/services without going through the RFP and selection process. This is to ensure the City is receiving the best value in their services.
- (2) Beginning each fiscal year, the Finance Department or Deputy City Clerk shall make a written request to each department head to submit to the City Administrator a list of consultants currently under contract by their department, setting forth name of firms, type of services, cost of contracts, length of contracts and date entered into, and the number of years retained by the City.

D) Exclusions

- (1) The process of selecting environmental impact report consultants for non-City projects shall be conducted by the Director of Development Services due to time restraints and application processing requirements. The final consultant selection and fee shall be reviewed and approved by the City Administrator.
- (2) City Council shall also review and approve each debt issuance in concept with approval for the selection of certain professional consultants, as needed, to be selected by the Director of Finance as approved by the City Administrator.

All consultant and professional services agreements be encumbered on a Purchase Order.

## **18 - SURPLUS PERSONAL PROPERTY**

The Purchasing Agent is responsible for the transfer and disposition of surplus City personal property. "Surplus property" is used generically to describe any City personal property that is no

longer needed or useable by the holding department. The Purchasing Agent or designee has the authority to declare item(s) surplus.

Surplus property that may result from the termination of a lease agreement shall be specifically reported to the Purchasing Agent prior to the termination of the lease. The report shall include all information about the lease, including purchase price at the commencement of the lease, residual value at the end of the lease, the total payments through the end of the lease and the fair market value at the end of the lease. In determining the fair market value, each department shall document the methods used to make such determination including tools such as Kelly Blue Book, classified advertisements, and local vendors with similar products available.

Each department shall periodically review its equipment, material, and inventory, and shall promptly notify the Finance Department of any surplus property. A surplus property form shall be completed and submitted for each surplus property item. Surplus Property Forms are available from the Finance Department.

#### A) Methods Of Disposition

The Purchasing Agent or Department Designee shall determine or approve one of the following methods of disposition that is most appropriate and in the best interests of the City.

##### (1) Transfer to Another Department

Surplus property may be transferred between City departments. Departments wishing to transfer surplus property to or from another department shall complete the Surplus Property Form and submit it to the Finance Department for review. All transfers of items with an estimated value of \$1,000 or more require approval of the Department Heads from each department affected by the transfer.

##### (2) Trade-In

Property declared as surplus may be offered as a trade-in for credit toward the acquisition of new property. All trade-in offers will be submitted for the review and approval of the Finance Department. If surplus property is to be applied to a purchase order, the trade-in value shall be itemized on the Purchase Order. The amount charged against the expenditure account will be the value of the purchase before application of the trade-in credit.

##### (3) Return to Manufacturer

Surplus property may, when possible, be returned to the manufacturer for buy-back or credit toward the purchase of new property.

(4) Disposal

Surplus property may be offered for sale by the Purchasing Agent. All surplus property is for sale “as is” and “where is”, with no warranty, guarantee, or representation of any kind, expressed or implied, as to the condition, utility or usability or the property offered for sale. Appropriate methods of sale are as follows:

- (a) Public Auction - Surplus property may be sold at public auction. Public Auctions may be conducted by City staff, or the City may contract with a professional auctioneer including professional auction services or online auction system.
- (b) Sealed Bids - Sealed bids may be solicited for the sale of surplus property. Surplus property disposed of in this manner shall be sold to the highest responsible bidder.
- (c) Selling for Scrap - Surplus property may be sold as scrap if the Purchasing Agent deems that the value of the raw material exceeds the value of the property as a whole.
- (d) Negotiated Sale - Surplus property may be sold outright if the Purchasing Agent determines that only one known buyer is available or interested in acquiring the property.
- (e) No Value Item – Where the Purchasing Agent determines that specific supplies or equipment are surplus and of minimal value to the city due to spoilage, obsolescence, or other cause or where the Purchasing Agent determines that the cost of disposal of such supplies or equipment would exceed the recovery value, the Purchasing Agent shall dispose of the same in such a manner as he or she deems appropriate and in the best interest of the City.

B) Proceeds

Proceeds from the sale or trade-in of surplus property shall be returned to the appropriate fund.

## 19 - GLOSSARY

AGREEMENT	An understanding or arrangement between two or more parties. Also see “ <i>Contract</i> ” and “ <i>Purchase Order</i> ”.
APPROPRIATION	City Council authorization to expend public funds for a specific purpose.
AS IS	A term indicating that goods offered for sale in existing condition are without <i>Warranty</i> or <i>Guarantee</i> .
AWARD	The acceptance of a <i>Bid</i> or <i>Proposal</i> .
BID	The executed document submitted by a <i>Bidder</i> in response to a <i>Notice Inviting Bids (NIB)</i> , a <i>Proposal</i> , or a <i>Request for Quotations</i> .
BIDDER	A person or legal entity who submits a bid in response to a solicitation. Proposer. See <i>Bid</i> or <i>Proposal</i> .
BLANKET PURCHASE ORDER	An <i>Agreement</i> of no more than one year between the <i>City</i> and a <i>Vendor</i> allowing authorized <i>City</i> employees to charge repetitive <i>Purchases</i> of supplies, equipment or services at pre-arranged prices, dollar limits and/or other terms and conditions.
BRAND NAME	A trade name which serves to identify a product or particular manufacturer.
CHANGE ORDER	Written modification or addition to a <i>Purchase Order</i> or <i>Contract/Agreement</i> authorized by the appropriate authority.
CITY	<i>City</i> shall mean the City of Placentia, City of Placentia Community Redevelopment Agency, City of Placentia Financing Authority and other such districts, authorities, or agencies as may be governed by the members of the City of Placentia <i>City Council</i> .

CITY ATTORNEY	Shall mean and include the <i>City Attorney</i> of the City of Placentia, City of Placentia Community Redevelopment Agency, City of Placentia Financing Authority and other such districts, authorities, or agencies as may be governed by the members of the City of Placentia <i>City Council</i> .
CITY COUNCIL	Shall mean and include the <i>City Council</i> of the City of Placentia and City of Placentia Community Redevelopment Agency, City of Placentia Financing Authority and other such districts, authorities, or agencies as may be governed by the members of the City of Placentia <i>City Council</i> .
CITY ADMINISTRATOR	Shall mean and include the City of Placentia Community Redevelopment Agency, City of Placentia Financing Authority and other such districts, authorities, or agencies as may be governed by the members of the City of Placentia <i>City Council City Administrator</i> of the City of Placentia.
COMPETITIVE BIDDING	The submission of prices by individuals or firms competing for a <i>Contract</i> , privilege, or right to supply merchandise or services.
CONTRACT	A verbal or written, legally binding mutual promise between two parties, e.g., an accepted <i>Purchase Order</i> .
CONTRACT PURCHASE ORDER	A <i>Purchase Order</i> (usually issued for one year) which outlines unit prices to be charged by the <i>Vendor</i> for the term of the <i>Purchase Order</i> . This type of <i>Purchase Order</i> is generally used for such things as electrical, plumbing, and other goods and services which are anticipated to be needed periodically throughout the year. The <i>Bids</i> are usually expressed at hourly rates plus parts expressed at a specific <i>Discount</i> below list price.
CONTRACT TRACKING FORM	A form used to communicate to the Purchasing Agent that a Contract has been awarded and that certain dollar values, representing the amount expected to be spent during the current and future fiscal years, are to be encumbered. This

	form precedes the issuance of an Encumbrance Order.
DEPARTMENT DESIGNEE	A duly authorized and appointed representative of an department.
DISCOUNT	An allowance or deduction from a normal or list price extended by a seller to a buyer to make the unit price more competitive.
DISPOSE OF	To transfer or part with, to sell; to get rid of; to throw out.
EMERGENCY PURCHASE	See <i>Emergency Purchase</i> .
ENCUMBRANCE	Committing budgeted funds prior to receiving supplies, equipment, or services; funds are shown as an encumbrance until supplies, equipment or services are received, at which time funds are expended.
ENCUMBRANCE ORDER	Direction provided to the Finance Department using a Contract Tracking Form to encumber contracts without the issuance of a Purchase Order.
EQUIPMENT	Personal property necessary to conduct the City's business, including, but not limited to furnishings, machinery, vehicles, rolling stock, and other property used to conduct the <i>City's</i> business.
FORMAL BID	A <i>Bid</i> which must be submitted in a sealed envelope and in conformance with a prescribed format, to be opened and announced at a specified time at a public opening.
GENERAL SERVICES	Services such as janitorial, uniform cleaning, maintenance, and other services for which the performance of such activities do not require any unique skill, special background, or training.
GUARANTEE	A pledge or assurance that something is as represented and

will be replaced or repaired if it fails to meet the stated *Specifications*.

INFORMAL BID	Written or verbal <i>Quotations</i> for less supplies, equipment, and services which pursuant to this policy are not required to meet the formal bidding requirements. <i>Informal Bids</i> include unsealed written quotes, verbal quotes and quotes received via fax.
LOWEST (RESPONSIVE AND) RESPONSIBLE BIDDER	The <i>Bidder</i> submitting the lowest price and capable of performing the proposed <i>Contract</i> . See also “ <i>Responsive Bidder</i> ” and “ <i>Responsible Bidder</i> ”.
NON-RESPONSIVE BID	A <i>Bid</i> that does not conform to the essential requirements of the <i>Notice Inviting Bids</i> . Non-Conforming <i>Bid</i> . Unresponsive <i>Bid</i> .
NOTICE INVITING BIDS (NIB)	A formal notice, published in the newspaper or elsewhere or sent directly to potential <i>Bidders</i> , notifying them that the <i>City</i> is accepting bids for a specific purpose.
PROFESSIONAL SERVICES	Any work performed by an auditor, attorney, doctor, architect, engineer, land surveyor, construction project manager, appraiser, expert, or consultant, for example.
PROPOSAL	The executed document submitted by an offer or in response to a <i>Request for Proposals</i> (and the basis for subsequent negotiation).
PUBLIC CONTRACT CODE	Shall mean the <i>Public Contract Code</i> of the State of California.
PUBLIC PROJECT  (definition is from State of California)	<ul style="list-style-type: none"> <li>a) A project for the erection, improvement, painting, or repair of public buildings and works.</li> <li>b) Work in or about streams, bays, waterfronts, embankments, or other work for protection against overflow.</li> </ul>



(5) has shown quality of performance and/or of products provided in previous contracts or services with the city or other public agencies.

(6) Note: Previous documented incidents of unsatisfactory performance and/or unsatisfactory delivery, materials, or services may also result in a determination of unqualified.

## QUOTATION

A *Bid*. A statement of price, terms of sale, and description of goods or services offered by a prospective seller to a prospective *Purchaser*, usually for *Purchases* below the amount requiring *Formal Bidding*.

## REPRESENTATIVE

All elected and appointed officials, City employees, volunteers, and others who participate in the City's government are Representatives of the City.

## REQUEST FOR PROPOSAL (RFP)

All documents, whether attached or incorporated by reference, utilized for soliciting competitive *Proposals*. The *RFP* procedure permits negotiation of *Proposals* and prices as distinguished from *Competitive Bidding* and a Notice Inviting *Bids*. The procedure allows changes to be made after *Proposals* are opened and contemplates that the nature of the *Proposals* and/or prices offered will be negotiated prior to *Award*.

## REQUEST FOR QUOTATION (RFQ)

The document generally used for seeking competition on small *Purchases* or on any *Purchase* that does not require competitive *Sealed Bidding*. Can be used for obtaining price and delivery information for *Sole Source* and emergencies. Also, see *Quotation*.

## RESPONSIBLE BIDDER

A person who has the capability in all respects to perform in full the *Contract* requirements, and the integrity and reliability which will assure good faith performance.

## RESPONSIVE BIDDER

(1) A person who has submitted a *Bid* which conforms in all material respects to the Notice Inviting *Bids* (NIB) or (2) one whose *Bid* conforms in all material respects to the terms and

conditions, *Specifications*, and other requirements of the NIB.

**SEALED BID**

A *Bid* which has been submitted in a sealed envelope to prevent its contents from being revealed or known before the deadline for the submission of all *Bids*; required on *Formal Bids*.

**SOLE SOURCE**

An *Award* for a commodity or service to the only reasonably known capable supplier due to the unique nature of the requirement, the supplier, or market conditions.

**SPECIFICATIONS**

A description of what the *Purchaser* seeks to buy or accomplish, and consequently, what a *Bidder* must be responsive to in order to be considered for *Award* of a *Contract*. A *Specification* may be a description of the physical or functional characteristics, or the nature of a supply or service. It may include a description of any requirements for inspecting, testing, or preparing a supply or service item for delivery.

**SPLIT**

To divide a *Purchase* into two or more parts in order to avoid the requirements of the Purchasing Policy. This action is prohibited by the Policy.

Example :

Split:

If a department knows it will use \$26,000.00 of a particular supply in one fiscal year and they place two orders six months apart to keep each order below the \$25,000.00 limit, the action is considered *Splitting* and is not allowed under the policy.

Not Split:

If a department hires ABC Engineering to prepare a fee study for \$8,000 and also hires the same company to oversee a capital improvement project for \$9,000, the action is not

considered splitting.

SUPPLIES	Office <i>Supplies</i> , janitorial <i>Supplies</i> , materials, goods, tools, or other commodities used in the general conduct of the <i>City's</i> business, excepting <i>Supplies</i> or materials for a <i>Public Work</i> which is regulated under the <i>Public Contract Code</i> section 20160, et seq.
SURPLUS PROPERTY	Any City personal property that is no longer needed or usable by the holding department.
VENDOR	A supplier of goods or services.
WARRANTY	The representation that something is true. Not to be confused with " <i>Guarantee</i> ". A representation of utility, condition, and durability made by a <i>Bidder</i> or offeror for a product offered.



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL  
VIA: CITY ADMINISTRATOR  
FROM: DIRECTOR OF FINANCE  
DATE: NOVEMBER 16, 2021  
SUBJECT: **FIRST QUARTER BUDGET REPORT**

FISCAL  
IMPACT:

<b>Fund</b>	<b>Revenues</b> (Including Transfers-In)	<b>Appropriations</b> (Including Capital & Transfers-Out)
General Fund	(\$1,444,855)	(\$109,640)
Measure U	\$1,062,000	\$424,800
Special Revenue	\$5,515,170	\$4,052,820
Capital Projects	\$1,642,057	\$131,895
Enterprise Funds	-	(\$610,000)
Internal Service	<u>\$85,000</u>	<u>\$85,000</u>
<b>Total</b>	<b>\$6,859,372</b>	<b>\$3,974,875</b>

### **SUMMARY:**

Quarterly budget reports are developed and presented to the City Council to provide the most current information on the financial activities of the City upon which to base decisions. Additionally, these types of quarterly reports assist City departments in communicating their financial operations throughout the fiscal year including any program changes and significant impacts to their annual budgets, as well as gauging the City's budget plan as compared to actual revenue and expenditures. This report includes requested departmental budget adjustments and preliminary year-to-date actuals through the first quarter of 2021-22, covering the period through September 30, 2021.

### **RECOMMENDATION:**

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

1. Approve Resolution No. R-2021-67, a Resolution of the City Council of the City of Placentia, California, authorizing an amendment to the Fiscal Year 2021-22 Position Allocation Plan and Compensation Plan; and a budget amendment in Fiscal Year 2021-22 in compliance with City Charter of the City of Placentia Section 1206 pertaining to appropriations for actual expenditures.
2. Direct Staff to return to Council to finalize the City's American Rescue Plan Act.

**3. b.**  
**Nov. 16, 2021**

**DISCUSSION:**

**General Fund:** The General Fund 2021-22 Amended Budget includes revenues of \$43.1 million and expenditures of \$42.1 million. The proposed budget adjustments in the 2021-22 First Quarter Budget Report include a net decrease in revenues of \$1.4 million and a net decrease in expenditures of \$109,640. Approval of this item will result in a net decrease of \$421,257 in the General Fund budgetary fund balance.

General Fund	Adopted	Mid-Quarter Adjustments	Amended	Requested Adjustment	Proposed
<b>REVENUE</b>					
Property Taxes	17,545,700	-	17,545,700	-	17,545,700
Sales & Use Taxes	7,134,800	-	7,134,800	643,660	7,778,460
Other Taxes	6,684,800	-	6,684,800	166,185	6,850,985
Permits	874,900	-	874,900	-	874,900
Fines & Forfeitures	444,200	-	444,200	-	444,200
Intergovernmental	265,000	-	265,000	9,000	274,000
Charges for Services	1,278,200	-	1,278,200	50,000	1,328,200
Miscellaneous Revenue	2,285,700	-	2,285,700	17,000	2,302,700
<b>Total Revenues</b>	<b>36,513,300</b>	<b>-</b>	<b>36,513,300</b>	<b>885,845</b>	<b>37,399,145</b>
Operating Transfers-In	3,746,300	-	3,746,300	(2,755,500)	990,800
Measure U Transfers-in:					
Reserve Contribution	-	-	-	-	-
Employee Retention	2,102,100	-	2,102,100	318,600	2,420,700
OPEB	700,700	-	700,700	106,200	806,900
<b>Total Transfers-In</b>	<b>6,549,100</b>	<b>-</b>	<b>6,549,100</b>	<b>(2,330,700)</b>	<b>4,218,400</b>
<b>Total Operating Sources</b>	<b>43,062,400</b>	<b>-</b>	<b>43,062,400</b>	<b>(1,444,855)</b>	<b>41,617,545</b>

Revenue budget adjustment requests include the following:

- Sales & Use Taxes – an increase of \$643,660 due to revised estimates provided by the City’s sales tax consultant.
- Other Taxes – an increase of \$166,185 due to a projected increase in franchise fees based on prior year actuals.
- Intergovernmental – an increase of \$9,000 due to an increase in the contract revenue associated with the school resource officer with school district.
- Charges for Services – an increase of \$50,000 due to an expected increase in expected revenue for fire inspection services.

- Miscellaneous Revenue – an increase of \$17,000 due to an increase in forecasted investment earnings associated with municipal treasury consulting services.
- Operating Transfers-In – a decrease of \$2.8 million due to the proposed methodology of the American Rescue Plan Act (ARPA) Interim Final Rule resulting in a decrease in the City’s calculation for revenue loss.
- Measure U Transfers-In – an increase of \$424,800 due to revised estimates provided by the City’s sales tax consultant.

<b>General Fund</b>	<b>Adopted</b>	<b>Mid-Quarter Adjustments</b>	<b>Amended</b>	<b>Requested Adjustment</b>	<b>Proposed</b>
<b>REQUIREMENTS</b>					
<b>Department</b>					
Legislative	1,074,400	8,223	1,082,623	-	1,082,623
Administration	5,372,800	4,393	5,377,193	-	5,377,193
Finance	1,249,500	41,188	1,290,688	17,000	1,307,688
Development Services	1,351,000	16,728	1,367,728	-	1,367,728
Public Safety - Police	11,810,000	15,592	11,825,592	33,000	11,858,592
Fire & Life Safety	4,271,300	30,888	4,302,188	50,000	4,352,188
Public Works	4,157,600	30,365	4,187,965	-	4,187,965
Community Services	2,357,100	18,400	2,375,500	-	2,375,500
General Government	4,294,600	10,755	4,305,355	85,000	4,390,355
GF Debt Service	4,748,300	-	4,748,300	-	4,748,300
<b>Total Department</b>	<b>40,686,600</b>	<b>176,532</b>	<b>40,863,132</b>	<b>185,000</b>	<b>41,048,132</b>
<b>Capital Improvement Program</b>	<b>529,400</b>	<b>274,110</b>	<b>803,510</b>	<b>(294,640)</b>	<b>508,870</b>
<b>Interfund Transfers (Transfers Out)</b>	<b>53,000</b>	<b>-</b>	<b>53,000</b>	<b>-</b>	<b>53,000</b>
<b>GF CIP Debt Service</b>	<b>428,800</b>	<b>-</b>	<b>428,800</b>	<b>-</b>	<b>428,800</b>
<b>Total Requirements</b>	<b>41,697,800</b>	<b>450,642</b>	<b>42,148,442</b>	<b>(109,640)</b>	<b>42,038,802</b>

Expenditure budget adjustment requests include the following:

- Finance – an increase in expenditures of \$17,000 due to an increase in professional services for municipal treasury consulting services.
- Public Safety – Police – an increase in expenditures of \$33,000 primarily due to an increase in software costs for body worn cameras.
- Fire & Life Safety – an increase in expenditures of \$50,000 due to an increase in contract services for fire inspection and arson investigation services.
- General Government – an increase in expenditures of \$85,000 due to an increase in obligations for risk management claims.

- Capital Improvement Program – a decrease in expenditures of \$294,640 to reclassify the funding from an indirect ARPA expense under General Fund revenue loss to a direct ARPA expense under the category of Response to COVID-19.

**Measure U Fund:** The Measure U Fund 2021-22 Amended Budget includes revenues of \$7.0 million and expenditures of \$8.9 million, which includes \$1.8 million in Council approved 2020-21 carryforward projects. The proposed budget adjustments in the 2021-22 First Quarter Budget Report include an increase in revenues of \$1.1 million and an increase in expenditures of \$424,800. Approval of this item will result in a net decrease in fund balance of \$1.2 million. The increase in revenue is due to revised estimates provided by the City's sales tax consultant. The increase in expenditures is due to an increase in transfers out to the General Fund as a result of increased revenue projections.

**Special Revenue Funds:** The Special Revenue Fund 2021-22 Amended Budget includes revenues of \$11.8 million and expenditures of \$17.8 million. The proposed budget adjustments in the 2021-22 First Quarter Budget Report include an increase in revenues of \$5.5 million and an increase in expenditures of \$4.1 million. Approval of this item will result in a net decrease of \$4.5 million in the Special Revenue Fund budgetary fund balance. Notable adjustments include:

- COVID – 19 Relief Fund (ARPA) – a decrease in revenues of \$261,411 due to the final ARPA allocation being lower than originally budgeted. A net increase in requirements of \$1.4 million primarily due to a decrease in transfers out to the General Fund of \$2.8 million for revenue loss that the City is not eligible for, offset by an increase of \$4.1 million primarily for the TOD/Crowther Sewer Project.
- Placentia Regional Navigation Center – an increase in revenue of \$1.1 million due to outstanding reimbursements for partnering city contributions for SB2 revenues. Increase in expenses is due to invoice from March 2020 that was never billed to the City by PATH of \$166,200 to be paid in 2021-22.
- Parks & Recreation Impact Fees – an increase in revenue of \$533,600 for anticipated developer impact fee revenue not received in the prior fiscal year but anticipated in 2021-22.
- City Quimby In Lieu Fee – an increase in revenue of \$525,500 for anticipated developer impact fee revenue not received in the prior fiscal year but anticipated in 2021-22.
- TOD Sewer Impact Fee – an increase in expenditures of \$1.6 million to fund a portion of the TOD/Crowther Sewer Line Project.
- CDBG – an increase in revenue of \$740,082 due to outstanding reimbursements from prior year CDBG grant expenditures and CARES-CV3 funding for Small Business Grants. Increase in requirements of \$406,848 for the CARES-CV3 grant program.
- Miscellaneous Grants – increase in revenue of \$1.2 million to carryforward prior year revenue reimbursements expected in 2021-22.

**Capital Projects:** The Capital Projects Fund 2021-22 Amended Budget includes expenditures of \$1.3 million. The proposed budget adjustment in the 2021-22 First Quarter Budget Report includes an increase in revenues of \$1.6 million, an increase in expenditures of \$131,895, and approval of this item will result in an increase of \$241,546 in the Capital Projects Fund budgetary fund balance. An increase in revenue of \$1.6 million is requested to reflect the anticipated HSIP project reimbursement revenue expected upon project completion.

**Internal Service Funds:** The Risk Management internal service fund 2021-22 Amended Budget includes revenues and expenditures of \$1.6 million. The proposed budget adjustment in the 2021-22 First Quarter Budget Report includes an increase in revenues and expenditures of \$85,000 due to an increase in estimated claims and investigation expenses.

**Classification Actions:** The 2021-22 First Quarter Budget Report includes an amended position allocation plan due to the operational needs within the Fire Department and includes the following classification actions:

- Deletion of one (1) Fire Training Officer
- Establish the classification of and add one (1) Fire Marshall (Salary Range \$98,774.83-\$120,061.43, Mid-Management)
- Deletion of one (1) Management Assistant
- Establish the classification and add one (1) Fire Prevention Specialist (Salary Range \$57,508.32-\$70,972.99, Salary Schedule 34.12)

The annual net increase associated with these classification actions is approximately \$28,249 and will be funded in the current fiscal year with salary savings.

**FISCAL IMPACT:**

The fiscal impact associated with the approval of this item is summarized below with the detailed budget adjustments as listed in Exhibit A (attached).

<b>Fund</b>	<b>Revenues</b> (Including Transfers-In)	<b>Appropriations</b> (Including Capital & Transfers-Out)
General Fund	(\$1,444,855)	(\$109,640)
Measure U	\$1,062,000	\$424,800
Special Revenue	\$5,515,170	\$4,052,820
Capital Projects	\$1,642,057	\$131,895
Enterprise Funds	-	(\$610,000)
Internal Service	<u>\$85,000</u>	<u>\$85,000</u>
<b>Total</b>	<b>\$6,859,372</b>	<b>\$3,974,875</b>

Based upon the First Quarter budget update, the City's 2021-22 financial forecast is very positive. Should the City's forecast figures generally stay consistent with planned revenues and expenditures, the 2021-22 the City's unassigned fund balance or reserves are estimated to be \$10.3 million resulting in the City's 25% reserve goal being 113% funded.

Prepared by:

Jessica Brown  
Jessica Brown  
Director of Finance

Reviewed and approved:

  
Damien R. Arrula  
City Administrator

Attachments:

1. First Quarter Budget Report
2. Resolution R-2021-67 – Authorizing a Budget Amendment in Fiscal Year 2021-22
  - a. Exhibit A – Detailed Budget Adjustments
3. Presentation – First Quarter Budget Report



**City of Placentia  
2021-22 First Quarter Budget Report  
As of September 30, 2021**

**City of Placentia**  
**2020-21 General Fund Unaudited Yearend Results**  
as of June 30, 2021

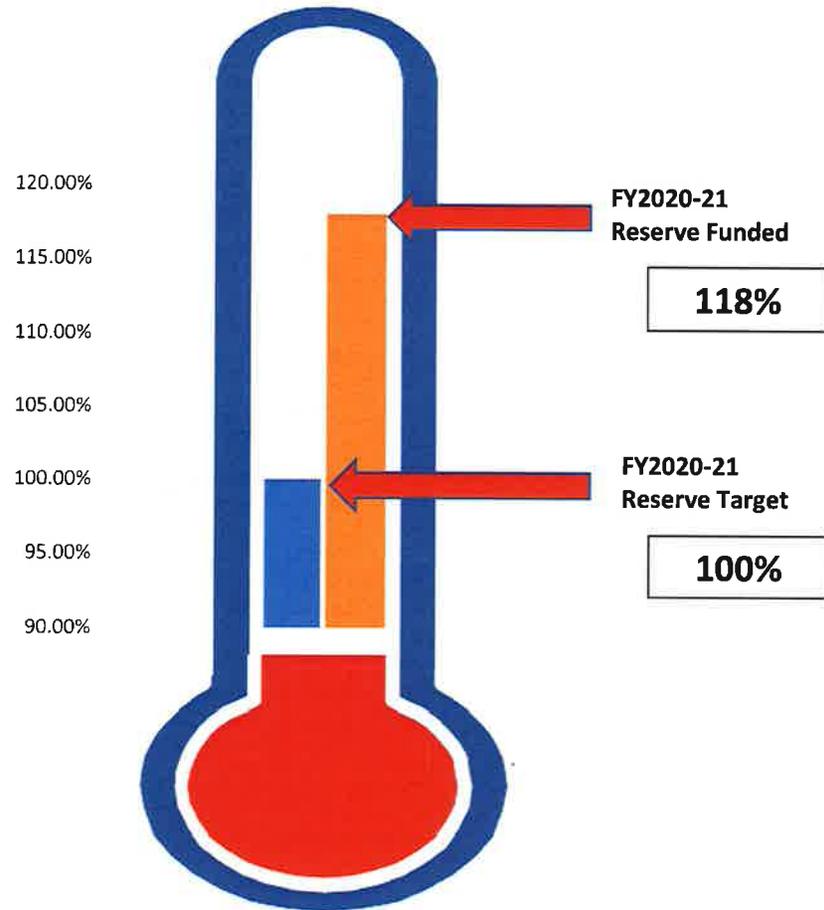
	<b>Amended</b>	<b>Unaudited</b>	<b>Variance to Budget</b>
<b>Beginning Fund Balance</b>		11,320,030	
<b>REVENUE</b>			
Property Taxes	16,470,800	16,752,112	281,312
Sales & Use Taxes	6,845,647	7,409,742	564,095
Other Taxes	6,508,000	6,980,841	472,841
Permits	1,230,000	1,838,426	608,426
Fines & Forfeitures	444,000	290,534	(153,466)
Intergovernmental	365,000	9,933	(355,067)
Charges for Services	1,041,000	982,843	(58,157)
Miscellaneous Revenue	2,739,399	2,240,214	(499,185)
<b>Total Revenues</b>	<b>35,643,846</b>	<b>36,504,645</b>	<b>860,799</b>
Operating Transfers-In	1,698,103	1,433,261	(264,842)
Measure U Transfers-in:			
Reserve Contribution	1,351,494	1,540,583	189,089
Employee Retention	1,351,494	1,540,583	189,089
OPEB	735,000	770,292	35,292
<b>Total Transfers-In</b>	<b>5,136,091</b>	<b>5,284,719</b>	<b>148,628</b>
<b>Total Operating Sources</b>	<b>40,779,937</b>	<b>41,789,364</b>	<b>1,009,427</b>
<b>REQUIREMENTS</b>			
<b>Department</b>			
Legislative	1,084,097	923,371	(160,726)
Administration	5,086,582	4,998,991	(87,591)
Finance	1,180,085	1,144,947	(35,138)
Development Services	1,259,547	1,255,058	(4,489)
Public Safety - Police	12,650,476	11,501,898	(1,148,578)
Fire & Life Safety	3,905,403	3,357,795	(547,608)
Public Works	4,555,782	4,008,906	(546,876)
Community Services	1,865,498	1,496,491	(369,007)
General Government	4,325,723	4,043,326	(282,397)
GF Debt Service	2,614,905	2,612,583	(2,322)
<b>Total Department</b>	<b>38,528,098</b>	<b>35,343,366</b>	<b>(3,184,732)</b>
Capital Improvement Program	849,963	449,418	(400,545)
Interfund Transfers (Transfers Out)	275,000	477,173	202,173
<b>Total Requirements</b>	<b>39,653,061</b>	<b>36,269,957</b>	<b>(3,383,104)</b>
<b>Ending Total Fund Balance</b>		<b>16,839,437</b>	

**City of Placentia  
2020-21 General Fund  
Unaudited Fund Balance**

<b>Beginning Fund Balance 7/1/2020</b>	<b>11,320,030</b>
<b>Unaudited Actuals</b>	
Revenue	36,504,645
Transfers In	1,433,261
Transfers In Measure U	3,851,458
Expenditures	(35,343,366)
Capital Improvement Program	(449,418)
Transfers Out	(477,173)
<b>Change in Fund Balance</b>	<b>5,519,407</b>
<b>Ending Fund Balance</b>	<b>16,839,437</b>

<b>Fund Balance Designations</b>	
Nonspendable	3,262,084
Restricted	556,084
Committed - Metro Parking Station	3,400,000
Measure U - Contingency Reserve	3,081,682
Unassigned Fund Balance	6,539,587
<b>Total Fund Balance</b>	<b>16,839,437</b>

<b>General Fund Balance Reserve Target</b>	
Operating Expenses	32,730,783
Less: One Time Expenses (Not CIP)	-
Ongoing Operating Expenses	32,730,783
25% of Ongoing Operating Expenses	8,182,696
General Fund Operating Reserves	9,621,269
<b>% Funded</b>	<b>118%</b>



**City of Placentia**  
**2020-21 Preliminary Yearend Results**  
**Unaudited as of June 30, 2021**

Fund Name	Fund Balance 7/1/2020	Sources			Requirements			Net Increase/ (Decrease)	Balance 6/30/2021
		Amended Budget	Unaudited Revenue	Transfers In	Amended Budget	Unaudited Expenditures	Transfers Out		
<b>General Fund Operating</b>									
General Fund (0010)	11,320,030	40,779,937	36,504,646	5,284,719	39,653,060	34,674,779	1,595,179	5,519,407	16,839,437
Rehab Reimbursements Fd (0059)	3,096	-	8	-	-	-	3,096	(3,088)	8
Public Safety Mitigat (0057)	(34,129)	-	-	34,129	-	-	-	34,129	-
<b>Total General Fund Operating</b>	<b>11,288,997</b>	<b>40,779,937</b>	<b>36,504,654</b>	<b>5,318,848</b>	<b>39,653,060</b>	<b>34,674,779</b>	<b>1,598,275</b>	<b>5,550,448</b>	<b>16,839,445</b>
<b>Measure U</b>									
Measure U Fund (0079)	2,677,277	6,757,000	7,702,915	-	8,509,063	3,227,751	3,851,459	623,705	3,300,982
<b>Total Measure U</b>	<b>2,677,277</b>	<b>6,757,000</b>	<b>7,702,915</b>	<b>-</b>	<b>8,509,063</b>	<b>3,227,751</b>	<b>3,851,459</b>	<b>623,705</b>	<b>3,300,982</b>
<b>CAFR General Fund</b>	<b>13,966,274</b>	<b>47,536,937</b>	<b>44,207,569</b>	<b>5,318,848</b>	<b>6,757,000</b>	<b>7,702,915</b>	<b>-</b>	<b>6,174,153</b>	<b>20,140,427</b>
<b>Special Revenues</b>									
Air Quality Management (0019)	121,060	69,000	84,052	-	189,892	52,054	-	31,998	153,058
Asset Seizure (0021)	515,082	-	25,509	-	247,401	177,376	-	(151,867)	363,215
CDBG Fund (0030)	(209,526)	1,971,555	1,153,467	-	1,762,029	933,024	97,700	122,743	(86,783)
Comm Trans Hous Grant (0062)	169,403	-	-	104,192	269,000	273,595	-	(169,403)	-
Community Fac District (0047)	48,678	-	191	-	-	-	-	191	48,869
COVID-19 Relief Fund (0081)	-	635,803	5,180,268	-	635,803	-	635,803	4,544,465	4,544,465
Explorer Grant NOC (0076)	16,246	80,000	160,310	-	80,000	9,540	-	150,770	167,016
Housing Successor Agency (0053)	1,747,004	58,200	104,536	-	-	-	-	104,536	1,851,540
Landscape Maintenance (0029)	(15,324)	447,500	451,346	-	445,700	511,430	-	(60,084)	(75,408)
Measure M (0018)	684,805	904,200	864,965	-	1,412,859	889,829	-	(24,864)	659,941
Misc Grants Fund (0050)	87,767	1,313,637	10,655	-	1,546,637	153,924	-	(143,269)	(55,502)
NOC-Public Safety Grant(0061)	60,179	324,000	324,832	-	324,000	221,039	-	103,793	163,972
OCATT Fund (0077)	(83)	122,800	-	-	122,800	(83)	-	83	-
Park Development (0023)	20,072	-	79	-	-	-	-	79	20,151
PEG Fund (0058)	(28,262)	82,000	82,032	-	98,285	83,500	-	(1,468)	(29,730)
Placentia Reg Nav Cent(0078)	(777,810)	2,949,109	1,837,698	-	2,343,391	1,839,054	10,739	(12,095)	(789,905)
Public Safety CFD (0055)	26,197	22,000	39,107	-	34,700	34,257	-	4,850	31,047
Sewer Construction (0024)	21,890	-	87	-	-	-	-	87	21,977
State Gas Tax - RMRA (0060)	744,320	880,149	957,554	-	1,566,576	556,062	-	401,492	1,145,812
State Gas Tax (0017)	-	1,230,442	1,133,273	-	1,319,293	251,997	880,823	453	453
<b>Special Revenues (Continued)</b>									

**City of Placentia**  
**2020-21 Preliminary Yearend Results**  
**Unaudited as of June 30, 2021**

Fund Name	Fund Balance 7/1/2020	Sources			Requirements			Net Increase/ (Decrease)	Balance 6/30/2021
		Amended Budget	Unaudited Revenue	Transfers In	Amended Budget	Unaudited Expenditures	Transfers Out		
Storm Drain Constrction (0025)	24,423	-	95	-	24,400	-	-	95	24,518
Street Lighting Distrct (0028)	(10,305)	411,000	133,959	338,852	410,600	462,507	-	10,304	(1)
Suppl Law Enfrmnt (0022)	95,030	100,000	157,422	-	100,000	-	100,000	57,422	152,452
Technology Impact Fees (0075)	174,012	50,000	245,593	-	85,000	-	85,000	160,593	334,605
Thoroughfare Constction (0026)	25,596	-	71	-	25,100	20,100	-	(20,029)	5,567
Traffic Offender Fund (0051)	5,669	-	16	-	-	-	-	16	5,685
<b>Special Revenues - Developer Impact Fees</b>									
Afford Housing In-Lieu (0034)	55,199	-	532	-	53,500	540	-	(8)	55,191
City Pub Sfty Impct Fee (0067)	35,956	693,900	580,946	-	652,100	398,574	-	182,372	218,328
City Quimby In Lieu Fee (0069)	514,878	2,394,000	407,173	-	350,000	-	-	407,173	922,051
City Traffic Impct Fees (0065)	4,663	475,200	296,511	-	123,000	88,325	-	208,186	212,849
CW Aford House ImpactFee(0068)	-	919,000	1,428,733	-	-	-	-	1,428,733	1,428,733
CW Stormdr Impact Fee (0066)	326	-	12,014	-	12,300	-	-	12,014	12,340
Gen Plan Update Fees (0074)	274,011	100,000	435,111	-	157,523	-	-	435,111	709,122
Parks & Rec Impact Fees (0063)	547,682	2,144,100	1,458,360	-	2,395,000	8,721	-	1,449,639	1,997,321
TOD Sewer Impact Fees (0071)	33,010	1,557,300	1,585,341	-	2,991,093	-	-	1,585,341	1,618,351
TOD Strscape Impct Fee (0072)	477,711	1,300,000	834,958	-	-	-	-	834,958	1,312,669
TOD Traffic Impact Fees (0070)	225,466	-	525,478	-	100,000	-	-	525,478	750,944
<b>Special Revenues Total</b>	<b>5,715,025</b>	<b>21,234,895</b>	<b>20,512,274</b>	<b>443,044</b>	<b>19,877,982</b>	<b>6,965,365</b>	<b>1,810,065</b>	<b>12,179,888</b>	<b>17,894,913</b>
<b>Debt Service</b>									
Gas Tax Bond Fund (0052)	495,316	484,500	3,660,089	484,500	484,500	4,561,311	-	(416,722)	78,594
<b>Debt Service Total</b>	<b>495,316</b>	<b>484,500</b>	<b>3,660,089</b>	<b>484,500</b>	<b>484,500</b>	<b>4,561,311</b>	<b>-</b>	<b>(416,722)</b>	<b>78,594</b>

**City of Placentia**  
**2020-21 Preliminary Yearend Results**  
**Unaudited as of June 30, 2021**

Fund Name	Fund Balance 7/1/2020	Sources			Requirements			Net Increase/ (Decrease)	Balance 6/30/2021
		Amended Budget	Unaudited Revenue	Transfers In	Amended Budget	Unaudited Expenditures	Transfers Out		
<b>Capital Projects</b>									
City Capital Projects (0033)	(510,326)	1,314,295	221,737	-	1,330,467	61,851	-	159,886	(350,440)
<b>Capital Projects Total</b>	(510,326)	1,314,295	221,737	-	1,330,467	61,851	-	159,886	(350,440)
<b>Enterprise Funds</b>									
Sewer Maintenance (0048)	6,515,937	734,000	786,160	-	1,369,756	1,140,231	104,600	(458,671)	6,057,266
Refuse Administration (0037)	(449,694)	3,727,200	3,688,140	-	3,791,600	3,690,102	-	(1,962)	(451,656)
<b>Enterprise Funds Total</b>	6,066,243	4,461,200	4,474,300	-	5,161,356	4,830,333	104,600	(460,633)	5,605,610
<b>Internal Service Funds</b>									
Employee Health & Wlfre (0039)	227,387	1,143,500	892,450	-	1,163,400	1,100,822	-	(208,372)	19,015
Risk Management (0040)	228,318	1,551,102	1,327,133	-	1,664,413	3,389,335	-	(2,062,202)	(1,833,884)
Equipment Replacement (0041)	87,996	-	26,952	-	199,291	76,073	-	(49,121)	38,875
<b>Internal Service Funds Total</b>	543,701	2,694,602	2,246,535	-	3,027,104	4,566,230	-	(2,319,695)	(1,775,994)
<b>Fiduciary Funds</b>									
Placentia Financing Authority (0082)	-	1,818,005	-	1,118,005	1,818,005	47,526,199	-	(46,408,194)	(46,408,194)
<b>Fiduciary Funds Total</b>	-	-	-	1,118,005	-	47,526,199	-	(46,408,194)	(46,408,194)
<b>Agency Funds</b>									
Sccssr Agncy Ret Oblg (0054)	(14,730,919)	1,958,100	1,954,134	-	832,437	1,272,203	-	681,931	(14,048,988)
<b>Agency Funds Total</b>	(14,730,919)	1,958,100	1,954,134	-	832,437	1,272,203	-	681,931	(14,048,988)
<b>Grand Total</b>	11,545,314	79,684,529	77,276,638	7,364,397	78,875,969	107,686,022	7,364,399	(30,409,386)	(18,864,072)

**City of Placentia**  
**2021-22 First Quarter Budget Report**  
**By Fund Type**

Fund Type	Sources				Requirements			
	Adopted	Amended Budget	Requested Adjustment	Revised	Adopted	Amended Budget	Requested Adjustment	Revised
<b>General Fund</b>	43,062,400	43,062,400	(1,444,855)	41,617,545	41,697,800	42,148,442	(109,640)	42,038,802
<b>Measure U</b>	7,007,000	7,007,000	1,062,000	8,069,000	7,100,100	8,874,184	424,800	9,298,984
<b>Special Revenue Funds</b>	11,813,400	11,813,400	5,515,170	17,328,570	11,292,100	17,768,421	4,052,820	21,821,241
<b>Debt Service</b>	409,500	409,500	-	409,500	409,500	409,500	-	409,500
<b>Capital Projects Fund</b>	-	-	1,642,057	1,642,057	-	1,268,616	131,895	1,400,511
<b>Enterprise Funds</b>	6,032,100	6,032,100	-	6,032,100	5,419,200	5,956,758	(610,000)	5,346,758
<b>Internal Service Funds</b>	2,738,300	2,738,300	85,000	2,823,300	2,738,300	2,738,300	85,000	2,823,300
<b>Fiduciary Funds</b>	3,786,600	3,839,100	-	3,839,100	3,786,600	3,839,100	-	3,839,100
<b>Agency Funds</b>	2,102,500	2,102,500	-	2,102,500	2,095,200	2,095,200	-	2,095,200
<b>Total All Funds</b>	76,951,800	77,004,300	6,859,372	83,863,672	74,538,800	85,098,521	3,974,875	89,073,396

**City of Placentia**  
**2021-22 First Quarter Budget Report**  
**General Fund Revenue**

General Fund	Adopted	Mid-Quarter Adjustments	Amended	Requested Adjustment	Proposed
<b>REVENUE</b>					
Property Taxes	17,545,700	-	17,545,700	-	17,545,700
Sales & Use Taxes	7,134,800	-	7,134,800	643,660	7,778,460
Other Taxes	6,684,800	-	6,684,800	166,185	6,850,985
Permits	874,900	-	874,900	-	874,900
Fines & Forfeitures	444,200	-	444,200	-	444,200
Intergovernmental	265,000	-	265,000	9,000	274,000
Charges for Services	1,278,200	-	1,278,200	50,000	1,328,200
Miscellaneous Revenue	2,285,700	-	2,285,700	17,000	2,302,700
<b>Total Revenues</b>	<b>36,513,300</b>	<b>-</b>	<b>36,513,300</b>	<b>885,845</b>	<b>37,399,145</b>
Operating Transfers-In	3,746,300	-	3,746,300	(2,755,500)	990,800
Measure U Transfers-in:					
Reserve Contribution	-	-	-	-	-
Employee Retention	2,102,100	-	2,102,100	318,600	2,420,700
OPEB	700,700	-	700,700	106,200	806,900
<b>Total Transfers-In</b>	<b>6,549,100</b>	<b>-</b>	<b>6,549,100</b>	<b>(2,330,700)</b>	<b>4,218,400</b>
<b>Total Operating Sources</b>	<b>43,062,400</b>	<b>-</b>	<b>43,062,400</b>	<b>(1,444,855)</b>	<b>41,617,545</b>

**City of Placentia**  
**2021-22 First Quarter Budget Report**  
**General Fund Expenditures by Department**

General Fund	Adopted	Mid-Quarter Adjustments	Amended	Requested Adjustment	Proposed
<b>REQUIREMENTS</b>					
<b>Department</b>					
Legislative	1,074,400	8,223	1,082,623	-	1,082,623
Administration	5,372,800	4,393	5,377,193	-	5,377,193
Finance	1,249,500	41,188	1,290,688	17,000	1,307,688
Development Services	1,351,000	16,728	1,367,728	-	1,367,728
Public Safety - Police	11,810,000	15,592	11,825,592	33,000	11,858,592
Fire & Life Safety	4,271,300	30,888	4,302,188	50,000	4,352,188
Public Works	4,157,600	30,365	4,187,965	-	4,187,965
Community Services	2,357,100	18,400	2,375,500	-	2,375,500
General Government	4,294,600	10,755	4,305,355	85,000	4,390,355
GF Debt Service	4,748,300	-	4,748,300	-	4,748,300
<b>Total Department</b>	<b>40,686,600</b>	<b>176,532</b>	<b>40,863,132</b>	<b>185,000</b>	<b>41,048,132</b>
<b>Capital Improvement Program</b>	529,400	274,110	803,510	(294,640)	508,870
<b>Interfund Transfers (Transfers Out)</b>	53,000	-	53,000	-	53,000
<b>GF CIP Debt Service</b>	428,800	-	428,800	-	428,800
<b>Total Requirements</b>	<b>41,697,800</b>	<b>450,642</b>	<b>42,148,442</b>	<b>(109,640)</b>	<b>42,038,802</b>

City of Placentia  
2021-22 First Quarter Budget Report  
Summary

Fund Name	Fund Balance 7/1/2020	Sources				Requirements				Net Increase/ (Decrease)	Balance 6/30/2021
		Adopted	Amended Budget	Requested Adjustment	Revised	Adopted	Amended Budget	Requested Adjustment	Revised		
<b>General Fund Operating</b>											
General Fund (0010)	16,839,437	43,062,400	43,062,400	(1,444,855)	41,617,545	41,697,800	42,148,442	(109,640)	42,038,802	(421,257)	16,418,180
Rehab Reimbursements Fd (0059)	8	-	-	-	-	-	-	-	-	-	8
Public Safety Mitigat (0057)	-	-	-	-	-	-	-	-	-	-	-
<b>Total General Fund Operating</b>	<b>16,839,445</b>	<b>43,062,400</b>	<b>43,062,400</b>	<b>(1,444,855)</b>	<b>41,617,545</b>	<b>41,697,800</b>	<b>42,148,442</b>	<b>(109,640)</b>	<b>42,038,802</b>	<b>(421,257)</b>	<b>16,418,188</b>
<b>Measure U Fund</b>											
Measure U Fund (0079)	3,300,982	7,007,000	7,007,000	1,062,000	8,069,000	7,100,100	8,874,184	424,800	9,298,984	(1,229,984)	2,070,998
<b>Total Measure U Fund</b>	<b>3,300,982</b>	<b>7,007,000</b>	<b>7,007,000</b>	<b>1,062,000</b>	<b>8,069,000</b>	<b>7,100,100</b>	<b>8,874,184</b>	<b>424,800</b>	<b>9,298,984</b>	<b>(1,229,984)</b>	<b>2,070,998</b>
<b>CAFR General Fund</b>	<b>20,140,427</b>	<b>50,069,400</b>	<b>50,069,400</b>	<b>(382,855)</b>	<b>49,686,545</b>	<b>48,797,900</b>	<b>51,022,626</b>	<b>315,160</b>	<b>51,337,786</b>	<b>(1,651,241)</b>	<b>18,489,186</b>
<b>Special Revenues</b>											
Air Quality Management (0019)	153,058	69,000	69,000	-	69,000	66,800	184,438	-	184,438	(115,438)	37,620
Asset Seizure (0021)	363,215	-	-	-	-	330,000	331,437	-	331,437	(331,437)	31,778
CDBG Fund (0030)	(86,783)	352,000	352,000	740,082	1,092,082	351,900	598,450	406,848	1,005,298	86,784	1
Comm Trans Hous Grant (0062)	-	-	-	-	-	-	-	-	-	-	-
Community Fac District (0047)	48,869	-	-	-	-	-	-	-	-	-	48,869
COVID-19 Relief Fund (0081)	4,544,465	4,800,000	4,800,000	(261,411)	4,538,589	2,838,600	2,838,600	1,368,817	4,207,417	331,172	4,875,637
Explorer Grant NOC (0076)	167,016	-	-	-	-	-	3,630	163,200	166,830	(166,830)	186
Housing Successor Agency (0053)	1,851,540	101,800	101,800	-	101,800	-	-	-	-	101,800	1,953,340
Landscape Maintenance (0029)	(75,408)	417,300	417,300	-	417,300	417,300	417,300	-	417,300	-	(75,408)
Measure M (0018)	659,941	815,000	815,000	-	815,000	1,010,600	1,474,419	-	1,474,419	(659,419)	522
Misc Grants Fund (0050)	(55,502)	477,100	477,100	1,249,000	1,726,100	471,000	1,724,978	1,500	1,726,478	(378)	(55,880)
NOC-Public Safety Grant(0061)	163,972	-	-	111,000	111,000	-	4,456	165,150	169,606	(58,606)	105,366
OCATT Fund (0077)	-	-	-	165,200	165,200	-	-	165,136	165,136	64	64
Park Development (0023)	20,151	-	-	-	-	-	-	-	-	-	20,151
PEG Fund (0058)	(29,730)	165,100	165,100	-	165,100	120,300	129,481	-	129,481	35,619	5,889
Placentia Reg Nav Cent(0078)	(789,905)	1,662,500	1,662,500	1,050,500	2,713,000	1,662,500	1,756,814	166,200	1,923,014	789,986	81
Public Safety CFD (0055)	31,047	-	-	-	-	-	-	-	-	-	31,047
Sewer Construction (0024)	21,977	-	-	-	-	-	-	-	-	-	21,977
State Gas Tax - RMRA (0060)	1,145,812	1,022,800	1,022,800	-	1,022,800	772,900	1,783,414	-	1,783,414	(760,614)	385,198
State Gas Tax (0017)	453	1,342,800	1,342,800	-	1,342,800	1,310,300	1,310,300	-	1,310,300	32,500	32,953
Storm Drain Constnction (0025)	24,518	-	-	-	-	-	24,400	-	24,400	(24,400)	118
Street Lighting Distrct (0028)	(1)	188,000	188,000	-	188,000	170,900	170,900	-	170,900	17,100	17,099
Suppl Law Enfrmnt (0022)	152,452	-	-	-	-	100,000	100,000	-	100,000	(100,000)	52,452
Technology Impact Fees (0075)	334,605	60,000	60,000	-	60,000	218,000	218,000	-	218,000	(158,000)	176,605
Thoroughfare Constction (0026)	5,567	-	-	-	-	-	5,000	-	5,000	(5,000)	567
Traffic Offender Fund (0051)	5,685	-	-	-	-	-	-	-	-	-	5,685

**City of Placentia**  
**2021-22 First Quarter Budget Report**  
**Summary**

Fund Name	Fund Balance 7/1/2020	Sources				Requirements				Net Increase/ (Decrease)	Balance 6/30/2021
		Adopted	Amended Budget	Requested Adjustment	Revised	Adopted	Amended Budget	Requested Adjustment	Revised		
<b>Special Revenues - Developper Impact Fees</b>											
Afford Housing In-Lieu (0034)	55,191	-	-	-	-	53,500	53,500	-	53,500	(53,500)	1,691
City Pub Sfty Impct Fee (0067)	218,328	10,000	10,000	191,000	201,000	-	209,830	-	209,830	(8,830)	209,498
City Quimby In Lieu Fee (0069)	922,051	50,000	50,000	525,500	575,500	927,500	1,277,500	-	1,277,500	(702,000)	220,051
City Traffic Impct Fees (0065)	212,849	10,000	10,000	271,900	281,900	175,000	207,995	-	207,995	73,905	286,754
CW Aford House ImpactFee(0068)	1,428,733	50,000	50,000	704,100	754,100	-	-	-	-	754,100	2,182,833
CW Stormdr Impact Fee (0066)	12,340	-	-	36,700	36,700	-	12,300	-	12,300	24,400	36,740
Gen Plan Update Fees (0074)	709,122	120,000	120,000	-	120,000	75,000	225,000	-	225,000	(105,000)	604,122
Parks & Rec Impact Fees (0063)	1,997,321	100,000	100,000	533,600	633,600	-	2,386,279	-	2,386,279	(1,752,679)	244,642
TOD Sewer Impact Fees (0071)	1,618,351	-	-	198,000	198,000	-	-	1,615,969	1,615,969	(1,417,969)	200,382
TOD Strscape Impct Fee (0072)	1,312,669	-	-	-	-	220,000	220,000	-	220,000	(220,000)	1,092,669
TOD Traffic Impact Fees (0070)	750,944	-	-	-	-	-	100,000	-	100,000	(100,000)	650,944
<b>Special Revenues Total</b>	<b>17,894,913</b>	<b>11,813,400</b>	<b>11,813,400</b>	<b>5,515,171</b>	<b>17,328,571</b>	<b>11,292,100</b>	<b>17,768,421</b>	<b>4,052,820</b>	<b>21,821,241</b>	<b>(4,492,670)</b>	<b>13,402,243</b>
<b>Debt Service</b>											
Gas Tax Bond Fund (0052)	78,594	409,500	409,500	-	409,500	409,500	409,500	-	409,500	-	78,594
<b>Debt Service Total</b>	<b>78,594</b>	<b>409,500</b>	<b>409,500</b>	<b>-</b>	<b>409,500</b>	<b>409,500</b>	<b>409,500</b>	<b>-</b>	<b>409,500</b>	<b>-</b>	<b>78,594</b>
<b>Capital Projects</b>											
City Capital Projects (0033)	(350,440)	-	-	1,642,057	1,642,057	-	1,268,616	131,895	1,400,511	241,546	(108,894)
<b>Capital Projects Total</b>	<b>(350,440)</b>	<b>-</b>	<b>-</b>	<b>1,642,057</b>	<b>1,642,057</b>	<b>-</b>	<b>1,268,616</b>	<b>131,895</b>	<b>1,400,511</b>	<b>241,546</b>	<b>(108,894)</b>
<b>Enterprise Funds</b>											
Sewer Maintenance (0048)	6,057,266	2,214,900	2,214,900	-	2,214,900	890,900	1,379,762	-	1,379,762	835,138	6,892,404
Refuse Administration (0037)	(451,656)	3,817,200	3,817,200	-	3,817,200	4,528,300	4,576,996	(610,000)	3,966,996	(149,796)	(601,452)
<b>Enterprise Funds Total</b>	<b>5,605,610</b>	<b>6,032,100</b>	<b>6,032,100</b>	<b>-</b>	<b>6,032,100</b>	<b>5,419,200</b>	<b>5,956,758</b>	<b>(610,000)</b>	<b>5,346,758</b>	<b>685,342</b>	<b>6,290,952</b>
<b>Internal Service Funds</b>											
Employee Health & Wfire (0039)	19,015	1,143,400	1,143,400	-	1,143,400	1,143,400	1,143,400	-	1,143,400	-	19,015
Risk Management (0040)	(1,833,884)	1,594,900	1,594,900	85,000	1,679,900	1,594,900	1,594,900	85,000	1,679,900	-	(1,833,884)
Equipment Replacement (0041)	38,875	-	-	-	-	-	-	-	-	-	38,875
<b>Internal Service Funds Total</b>	<b>(1,775,994)</b>	<b>2,738,300</b>	<b>2,738,300</b>	<b>85,000</b>	<b>2,823,300</b>	<b>2,738,300</b>	<b>2,738,300</b>	<b>85,000</b>	<b>2,823,300</b>	<b>-</b>	<b>(1,775,994)</b>
<b>Fiduciary Funds</b>											
Placentia Financing Authority (0082)	(46,408,194)	3,786,600	3,839,100	-	3,839,100	3,786,600	3,839,100	-	3,839,100	-	(46,408,194)
<b>Fiduciary Funds Total</b>	<b>(46,408,194)</b>	<b>3,786,600</b>	<b>3,839,100</b>	<b>-</b>	<b>3,839,100</b>	<b>3,786,600</b>	<b>3,839,100</b>	<b>-</b>	<b>3,839,100</b>	<b>-</b>	<b>(46,408,194)</b>
<b>Agency Funds</b>											
Sccssr Agncy Ret Oblig (0054)	(14,048,988)	2,102,500	2,102,500	-	2,102,500	2,095,200	2,095,200	-	2,095,200	7,300	(14,041,688)
<b>Agency Funds Total</b>	<b>(14,048,988)</b>	<b>2,102,500</b>	<b>2,102,500</b>	<b>-</b>	<b>2,102,500</b>	<b>2,095,200</b>	<b>2,095,200</b>	<b>-</b>	<b>2,095,200</b>	<b>7,300</b>	<b>(14,041,688)</b>
<b>Grand Total</b>	<b>(18,864,072)</b>	<b>76,951,800</b>	<b>77,004,300</b>	<b>6,859,373</b>	<b>83,863,673</b>	<b>74,538,800</b>	<b>85,098,521</b>	<b>3,974,875</b>	<b>89,073,396</b>	<b>(5,209,723)</b>	<b>(24,073,795)</b>

City of Placentia  
2021-22 First Quarter Budget Report  
General Fund Budget Request Detail

Sources	Adopted	Budgeted Sources			Explanation
		Amended	Requested Adjustment	Revised	
General Fund Sources	43,062,400	43,062,400	(1,444,855)	41,617,545	Net Decrease of \$1,444,855 in General Fund Sources include: - Reduction \$2,755,500 of Transfers in from COVID-19 Relief Fund. Final ruling for eligible uses of the ARPA funds have not been released. Based on the current rulings, the City does not qualify for revenue loss. - Increase of \$592,800 in General Sales & Use Taxes - Increase of \$50,860 in Prop 172 Sales & Use Tax - Increase of \$166,185 in Franchise Taxes - Increase of \$424,800 in Transfers in from Measure U - Increase of \$17,000 in Interest Revenue - Increase of \$50,000 in Fire Plan Check services - Increase of \$9,000 from the Amendment for School Resource Officer Contract
<b>Total Sources</b>	<b>43,062,400</b>	<b>43,062,400</b>	<b>(1,444,855)</b>	<b>41,617,545</b>	

Sources	Adopted	Budgeted Requirements			Explanation
		Amended	Requested Adjustment	Revised	
<b>Departments</b>					
Finance	1,249,500	1,290,688	17,000	1,307,688	Increase in expenditures include: - \$17,000 for Financial Consultant to prepare cash flow projections for potential investments
Public Safety - Police	11,810,000	11,825,592	33,000	11,858,592	Increase in expenditures include: - \$30,000 for increased software costs for body worn cameras - \$3,000 for additional funds needed to repair MCV
Fire & Life Safety	4,271,300	4,302,188	50,000	4,352,188	Increase in expenditures is due to new contract of \$50,000 for Fire inspection services and Arson investigations.
General Government	4,294,600	4,305,355	85,000	4,390,355	Increase of \$85,000 is due to General Fund obligations for Risk management claims.
Capital Improvement Program	529,400	803,510	(294,640)	508,870	Decrease of \$294,640 is due to CIP projects being moved to Measure U or ARPA funding.
<b>Total Requirements</b>	<b>22,154,800</b>	<b>22,527,333</b>	<b>(109,640)</b>	<b>22,417,693</b>	

**City of Placentia**  
**2020-21 Preliminary Yearend Results**  
**Measure U Budget Request Detail**

Fund Number	Fund Name	Adopted	Amended	Requested Adjustment	Revised	Explanation
117	<b>Measure U Fund (0079)</b>					
	Sources	7,007,000	7,007,000	1,062,000	8,069,000	Increase in sources of \$1,062,000 is due to increase in estimates for sales tax revenue.
	Requirements	<u>7,100,100</u>	<u>8,874,184</u>	<u>424,800</u>	<u>9,298,984</u>	Increase in requirements is due to General
	Net Impact to Fund Balance	(93,100)	(1,867,184)	637,200	(1,229,984)	Transfer out per Policy 460

**City of Placentia**  
**2020-21 Preliminary Yearend Results**  
**Special Revenue Funds Budget Request Detail**

Fund Number	Fund Name	Adopted	Amended	Requested Adjustment	Revised	Explanation
<b>Special Revenue Funds</b>						
118	<b>COVID-19 Relief Fund (0081)</b>					
	Sources	4,800,000	4,800,000	(261,411)	4,538,589	Net decrease in revenue of \$261,411 is due to an the actual amount of ARPA funding allocated to the City. Net increase requirements is primarily due to a decrease in transfers out to the General Fund for revenue loss that the City is not eligible for which is offset by an increase \$3.8 million for TOD/Crowther Sewer Project
	Requirements	2,838,600	2,838,600	1,368,817	4,207,417	
	Net Impact to Fund Balance	1,961,400	1,961,400	(1,630,228)	331,172	
227	<b>Explorer Grant NOC (0076)</b>					
	Sources	-	-	-	-	Increase in requirements of \$163,200 due to the carryforward of available grant funding to be expended in 2021-22.
	Requirements	-	3,630	163,200	166,830	
	Net Impact to Fund Balance	-	(3,630)	(163,200)	(166,830)	
228	<b>NOC-Public Safety Grant(0061)</b>					
	Sources	-	-	111,000	111,000	Increase in sources and requirements due to additional Grant funding being awarded for 2021-22.
	Requirements	-	4,456	165,150	169,606	
	Net Impact to Fund Balance	-	(4,456)	(54,150)	(58,606)	
231	<b>Placentia Reg Nav Cent(0078)</b>					
	Sources	1,662,500	1,662,500	1,050,500	2,713,000	Increase in sources is to record outstanding receivables from NSPA for city contributions for SB2 revenues. Increase in expenses is due to invoice from March 2020 that was never billed to the City by PATH of \$166,200 to be paid in 2021-22.
	Requirements	1,662,500	1,756,814	166,200	1,923,014	
	Net Impact to Fund Balance	-	(94,314)	884,300	789,986	
236	<b>Parks &amp; Rec Impact Fees (0063)</b>					
	Sources	100,000	100,000	533,600	633,600	Increase in revenue to record expected Developer impact fees on outstanding projects.
	Requirements	-	2,386,279	-	2,386,279	
	Net Impact to Fund Balance	100,000	(2,286,279)	533,600	(1,752,679)	
238	<b>City Traffic Impct Fees (0065)</b>					
	Sources	10,000	10,000	271,900	281,900	Increase in revenue to record expected Developer impact fees on outstanding projects.
	Requirements	175,000	207,995	-	207,995	
	Net Impact to Fund Balance	(165,000)	(197,995)	271,900	73,905	

**City of Placentia**  
**2020-21 Preliminary Yearend Results**  
**Special Revenue Funds Budget Request Detail**

Fund Number	Fund Name	Adopted	Amended	Requested Adjustment	Revised	Explanation
<b>Special Revenue Funds</b>						
239	<b>CW Stormdr Impact Fee (0066)</b>					
	Sources	-	-	36,700	36,700	Increase in revenue to record expected Developer impact fees on outstanding projects.
	Requirements	-	12,300	-	12,300	
	Net Impact to Fund Balance	-	(12,300)	36,700	24,400	
242	<b>City Pub Sfty Impct Fee (0067)</b>					
	Sources	10,000	10,000	191,000	201,000	Increase in revenue to record expected Developer impact fees on outstanding projects.
	Requirements	-	209,830	-	209,830	
	Net Impact to Fund Balance	10,000	(199,830)	191,000	(8,830)	
243	<b>City Quimby In Lieu Fee (0069)</b>					
	Sources	50,000	50,000	525,500	575,500	Increase in revenue to record expected Developer impact fees on outstanding projects.
	Requirements	927,500	1,277,500	-	1,277,500	
	Net Impact to Fund Balance	(877,500)	(1,227,500)	525,500	(702,000)	
244	<b>CW Aford House ImpactFee(0068)</b>					
	Sources	50,000	50,000	704,100	754,100	Increase in revenue to record expected Developer impact fees on outstanding projects.
	Requirements	-	-	-	-	
	Net Impact to Fund Balance	50,000	50,000	704,100	754,100	
247	<b>TOD Sewer Impact Fees (0071)</b>					
	Sources	-	-	198,000	198,000	Increase in revenue to record expected Developer impact fees on outstanding projects. An increase in requirements to fund a portion of the TOD/Crowther Sewer Line project.
	Requirements	-	-	1,615,969	1,615,969	
	Net Impact to Fund Balance	-	-	(1,417,969)	(1,417,969)	
270	<b>CDBG Fund (0030)</b>					
	Sources	352,000	352,000	740,082	1,092,082	Increase in revenue due to outstanding reimbursements from CDBG grants and CARES-CV3 funding for Small Business Grants. Increase in requirements for the CARES-CV3 grant program.
	Requirements	351,900	598,450	406,848	1,005,298	
	Net Impact to Fund Balance	100	(246,450)	333,234	86,784	
280	<b>Misc Grants Fund (0050)</b>					
	Sources	477,100	477,100	1,249,000	1,726,100	Increase in sources for prior fiscal year revenue not received and expected in 2021-22 to match the expenditure roll forward previously approved.
	Requirements	471,000	1,724,978	1,500	1,726,478	
	Net Impact to Fund Balance	6,100	(1,247,878)	1,247,500	(378)	

**City of Placentia**  
**2020-21 Preliminary Yearend Results**  
**Special Revenue Funds Budget Request Detail**

Fund Number	Fund Name	Adopted	Amended	Requested Adjustment	Revised	Explanation
<b>Special Revenue Funds</b>						
281	<b>OATT Fund (0077)</b>					
	Sources	-	-	165,200	165,200	Added revenue and expenditures related one officer to participate in the Orange County Auto Theft Taskforce.
	Requirements	-	-	165,136	165,136	
	Net Impact to Fund Balance	-	-	64	64	

**City of Placentia**  
**2021-22 First Quarter Budget Report**  
**Other Funds Budget Request Detail**

Fund Number	Fund Name	Adopted	Amended	Requested Adjustment	Revised	Explanation
<b>Capital Projects Fund</b>						
401	<b>City Capital Projects (0033)</b>					
	Sources	-	-	1,642,057	1,642,057	Increase in sources of \$1,642,057 is to record revenue for the HSIP project. Increases in Requirements are for increases for the contract related to the project.
	Requirements	-	<u>1,268,616</u>	<u>131,895</u>	<u>1,400,511</u>	
	Net Impact to Fund Balance	-	(1,268,616)	1,510,162	241,546	
<b>Enterprise Fund</b>						
501	<b>Refuse Administration (0037)</b>					
	Sources	3,817,200	3,817,200	-	3,817,200	Decrease in expenditures is to correct the budget to match actual contract costs.
	Requirements	<u>4,528,300</u>	<u>4,576,996</u>	<u>(610,000)</u>	<u>3,966,996</u>	
	Net Impact to Fund Balance	(711,100)	(759,796)	610,000	(149,796)	
<b>Internal Service Fund</b>						
605	<b>Risk Management (0040)</b>					
	Sources	1,594,900	1,594,900	85,000	1,679,900	Increase in revenue and expenditures are due to increase in estimated claims and investigations
	Requirements	<u>1,594,900</u>	<u>1,594,900</u>	<u>85,000</u>	<u>1,679,900</u>	
	Net Impact to Fund Balance	-	-	-	-	

City of Placentia  
2021-22 First Quarter Budget Report  
Yearend Estimates

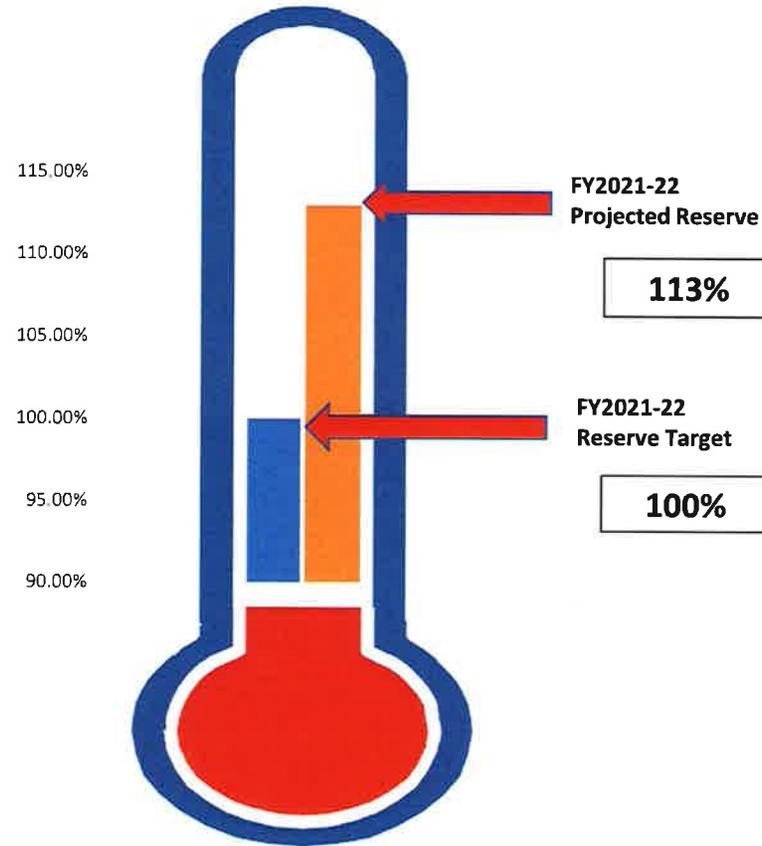
General Fund	Adopted	Amended	Requested Adjustment	Proposed	Actuals as of 9/30/2021
<b>Beginning Balance</b>				<b>16,839,438</b>	
<b>REVENUE</b>					
Property Taxes	17,545,700	17,545,700	-	17,545,700	18,407
Sales & Use Taxes	7,134,800	7,134,800	643,660	7,778,460	-
Other Taxes	6,684,800	6,684,800	166,185	6,850,985	526,844
Permits	874,900	874,900	-	874,900	222,864
Fines & Forfeitures	444,200	444,200	-	444,200	51,740
Intergovernmental	265,000	265,000	9,000	274,000	-
Charges for Services	1,278,200	1,278,200	50,000	1,328,200	231,649
Miscellaneous Revenue	2,285,700	2,285,700	17,000	2,302,700	596,538
<b>Total Revenues</b>	<b>36,513,300</b>	<b>36,513,300</b>	<b>885,845</b>	<b>37,399,145</b>	<b>1,648,042</b>
Operating Transfers-In	3,746,300	3,746,300	(2,755,500)	990,800	-
Measure U Transfers-in:					
Reserve Contribution	-	-	-	-	-
Employee Retention	2,102,100	2,102,100	318,600	2,420,700	-
OPEB	700,700	700,700	106,200	806,900	-
<b>Total Transfers-In</b>	<b>6,549,100</b>	<b>6,549,100</b>	<b>(2,330,700)</b>	<b>4,218,400</b>	<b>-</b>
<b>Total Operating Sources</b>	<b>43,062,400</b>	<b>43,062,400</b>	<b>(1,444,855)</b>	<b>41,617,545</b>	<b>1,648,042</b>
<b>REQUIREMENTS</b>					
<b>Department</b>					
Legislative	1,074,400	1,082,623	-	1,082,623	123,477
Administration	5,372,800	5,377,193	-	5,377,193	1,144,551
Finance	1,249,500	1,290,688	17,000	1,307,688	215,178
Development Services	1,351,000	1,367,728	-	1,367,728	309,396
Public Safety - Police	11,810,000	11,825,592	33,000	11,858,592	2,442,839
Fire & Life Safety	4,271,300	4,302,188	50,000	4,352,188	788,496
Public Works	4,157,600	4,187,965	-	4,187,965	666,892
Community Services	2,357,100	2,375,500	-	2,375,500	521,989
General Government	4,294,600	4,305,355	85,000	4,390,355	284,493
GF Debt Service	4,748,300	4,748,300	-	4,748,300	461,359
<b>Total Department</b>	<b>40,686,600</b>	<b>40,863,132</b>	<b>185,000</b>	<b>41,048,132</b>	<b>6,958,669</b>
Capital Improvement Program	529,400	803,510	(294,640)	508,870	18,013
Interfund Transfers (Transfers Out)	53,000	53,000	-	53,000	-
GF CIP Debt Service	428,800	428,800	-	428,800	-
<b>Total Requirements</b>	<b>41,697,800</b>	<b>42,148,442</b>	<b>(109,640)</b>	<b>42,038,802</b>	<b>6,976,683</b>
<b>Ending Fund Balance</b>				<b>16,418,181</b>	

**City of Placentia  
2021-22 General Fund  
Yearend Estiamted Fund Balance**

<b>Beginning Fund Balance 7/1/2021</b>	<b>16,839,438</b>
<b>Unaudited Actuals</b>	
Revenue	37,399,145
Transfers In	990,800
Transfers In Measure U	3,227,600
Expenditures	(41,048,132)
Capital Improvement Program	(508,870)
Transfers Out	(53,000)
GF CIP Debt Service	(428,800)
<b>Change in Fund Balance</b>	<b>(421,257)</b>
<b>Ending Fund Balance</b>	<b>16,418,181</b>

<b>Fund Balance Designations</b>	
Nonspendable	2,209,112
Restricted	522,982
Committed - Metro Parking Station	3,400,000
Measure U - Contingency Reserve	3,081,682
Unassigned Fund Balance	7,204,404
<b>Total Fund Balance</b>	<b>16,418,181</b>

<b>General Fund Balance Reserve Target</b>	
Operating Expenses	36,299,832
Less: One Time Expenses (Not CIP)	-
Ongoing Operating Expenses	32,726,601
25% of Ongoing Operating Expenses	9,074,958
General Fund Operating Reserves	10,286,086
<b>% Funded</b>	<b>113%</b>



**CITY OF PLACENTIA**

**Measure U Fund**

Year-to-Date Unaudited Actuals as of 9/30/21

	Measure U Budget	Measure U	Infrastructure Emp. Reten.		OPEB	GF Reserves
		100%	60%	30%	10%	0%
<b>Year-to-Date Actuals as of 6/30/2022</b>						
<b>Beginning Balance</b>	<b>3,033,604</b>	<b>3,033,604</b>	<b>2,263,010</b>	<b>-</b>	<b>770,595</b>	<b>-</b>
<u>Tax Revenues*:</u>						
7/2021 Tax Disbursement		640,366	384,219	192,110	64,037	-
8/2021 Tax Disbursement		753,000	451,800	225,900	75,300	-
<b>FY 2020 - 21 Total</b>	<b>8,069,000</b>	<b>1,393,366</b>	<b>836,020</b>	<b>418,010</b>	<b>139,337</b>	<b>-</b>
<b>Total Resources</b>	<b>11,102,604</b>	<b>4,426,970</b>	<b>3,099,029</b>	<b>418,010</b>	<b>909,932</b>	<b>-</b>
<u>CIP Expenditures:</u>						
1002 -Arterial Roadway Rehab Project	1,500	-	-	-	-	-
1101 -FY 2020-21 Arterial Roadway R	3,165,707	1,969,493	1,969,493	-	-	-
1202 -FY 2021-22 Slurry Seal Project	250,000	-	-	-	-	-
1203 -FY 2021-22 Concrete Repair Pro	80,000	70,801	70,801	-	-	-
1801 -Golden Avenue Bridge	23,600	-	-	-	-	-
4201 -Storm Drain Master Plan	250,000	-	-	-	-	-
5002 -Old City Hall ADA	3,165	-	-	-	-	-
5101 -Old City Hall ADA Improvement	12,349	5,300	5,300	-	-	-
5104 -Replace Hydraulic Vehicle Lift	51,300	44,290	44,290	-	-	-
5105 -Fire Station Interior Building	15,045	23,000	23,000	-	-	-
5106 -Old City Hall Renovation	454,605	31,350	31,350	-	-	-
5203 -Refurbish PD Watch Commander	25,000	-	-	-	-	-
5204 -Bradford Pedestrian Bridge Rep	125,000	-	-	-	-	-
5205 -Oberle Gym Floor Resurfacing	62,500	-	-	-	-	-
6103 -Bitech Finance System Conversi	29,419	4,594	4,594	-	-	-
6116 -IT Storage - Servers	65,000	-	-	-	-	-
6202 -Purchase Opticom Units	42,000	-	-	-	-	-
6204 -Bitech Finance System Software	150,000	963	963	-	-	-
6206 -Security Cameras for Civic Ctr	135,000	-	-	-	-	-
7001 -Parque Del Arroyo Verde	30,000	-	-	-	-	-
7003 -Samp Park Pergola Replace	8,910	6,765	6,765	-	-	-
7203 -Playground Equipment Replaceme	600,000	-	-	-	-	-
7204 -Paint Backs Building Rooms 6&7	10,000	-	-	-	-	-
7205 -Replace Park Benches	81,000	-	-	-	-	-
7206 -Replace Park BBQs	10,000	-	-	-	-	-
7207 -Replace Park Picnic Tables	49,500	-	-	-	-	-
7208 -Replace Park Trash Cans	43,700	-	-	-	-	-
7209 -Replace Park Drinking Fountain	50,000	-	-	-	-	-
8104 -Police - Lease Three Patrol Un	17,084	17,084	17,084	-	-	-
8201 -Public Works Arrowboard Truck	40,000	-	-	-	-	-
8202 -Public Works 6-Wheel Dump Truc	90,000	-	-	-	-	-
8203 -Fleet Mechanic Shop Truck Repl	50,000	-	-	-	-	-
8204 -Community Services Stakebed Tr	6,000	-	-	-	-	-
8205 -Community Services Maintinanc	44,000	43,906	43,906	-	-	-
<b>Total fo CIP Expenditures</b>	<b>6,071,384</b>	<b>2,217,544</b>	<b>2,217,544</b>	<b>-</b>	<b>-</b>	<b>-</b>
<u>Transfers-Out:</u>						
Quarterly transfer to GF - Employee Retention	2,420,700	-	-	-	-	-
Quarterly transfer to GF - Contingency Reserve	-	-	-	-	-	-
OPEB	806,900	-	-	-	-	-
<b>Total Transfers-Out</b>	<b>3,227,600</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Total Expenditures &amp; Transfers-Out</b>	<b>9,298,984</b>	<b>2,217,544</b>	<b>2,217,544</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Unaudited Ending Balance</b>	<b>1,803,620</b>	<b>2,209,426</b>	<b>881,485</b>	<b>418,010</b>	<b>909,932</b>	<b>-</b>

\*Tax disbursements are received two months after they are collected. (i.e. July Tax disbursements are received in September)

**CITY OF PLACENTIA  
POSITION ALLOCATION PLAN  
FISCAL YEAR 2021-22**

	Approved 2018-19	Amended 2019-20	Amended 2020-21	Adopted 2021-22
<b>LEGISLATIVE</b>				
MAYOR	1	1	1	1
CITY COUNCIL	4	4	4	4
PLANNING COMMISSION	7	7	7	7
CULTURAL ARTS COMMISSION	5	5	5	5
RECREATION & PARKS COMMISSION	7	7	7	7
TRAFFIC SAFETY COMMISSION	7	7	7	7
CITY CLERK	1	1	1	1
CITY TREASURER	1	1	1	1
<b>TOTALS</b>	<b>33</b>	<b>33</b>	<b>33</b>	<b>33</b>

	Approved 2018-19	Amended 2019-20	Amended 2020-21	Adopted 2021-22
<b>ADMINISTRATION</b>				
CITY ADMINISTRATOR	1	1	1	1
DEPUTY CITY ADMINISTRATOR	0	0	1	1
DIRECTOR OF ADMINISTRATIVE SERVICES	1	1	0	0
DEPUTY DIRECT. OF ADMIN. SRVCS./CHIEF DEPUTY CITY CLERK	0	0	0	0
ASSISTANT TO THE CA/ECONOMIC DEVELOPMENT MANAGER	0.5	0.5	0.45	0.45
MANAGEMENT ANALYST (IT)	1	1	1	1
HUMAN RESOURCES MANAGER	0	0	0	0
HUMAN RESOURCES ANALYST	1	2	2	2
EXECUTIVE ADMINISTRATIVE ASSISTANT TO THE CA	1	1	1	1
DEPUTY CITY CLERK	1	1	1	1
HUMAN RESOURCES TECHNICIAN	1	1	1	1
INFORMATION TECHNOLOGY TECHNICIAN	0	0	0	0
OFFICE SPECIALIST	0	0	0	0
OFFICE ASSISTANT	2	2.5	2	2
SENIOR MANAGEMENT ANALYST	0	0	1	1
PUBLIC SAFETY COMMUNICATIONS MANAGER	0	0	1	1
PUBLIC SAFETY COMMUNICATIONS SUPERVISOR	0	0	3	3
PUBLIC SAFETY DISPATCHER (1 OVERHIRE)	0	0	11	13
<b>TOTALS</b>	<b>9.5</b>	<b>11</b>	<b>26.45</b>	<b>28.45</b>

**CITY OF PLACENTIA  
POSITION ALLOCATION PLAN  
FISCAL YEAR 2021-22**

	Approved 2018-19	Amended 2019-20	Amended 2020-21	Adopted 2021-22
<b>FINANCE</b>				
DIRECTOR OF FINANCE	1	1	1	1
ACCOUNTING MANAGER	0	1	1	1
SENIOR ACCOUNTANT	1	0	1	1
SR. FINANCIAL ANALYST	0	1	1	1
SR. MANAGEMENT ANALYST	1	0	0	0
ACCOUNTANT	1	1	0	0
ACCOUNTING TECHNICIAN	2	3	3	3
ACCOUNT CLERK	1	2	2	2
OFFICE ASSISTANT	1	0	0	0
<b>TOTALS</b>	<b>8</b>	<b>9</b>	<b>9</b>	<b>9</b>

	Approved 2018-19	Amended 2019-20	Amended 2020-21	Adopted 2021-22
<b>DEVELOPMENT SERVICES</b>				
DIRECTOR OF DEVELOPMENT SERVICES	1	1	1	1
OFFICE ASSISTANT	1	0	1	1
ADMINISTRATIVE ASSISTANT	0	1	0	0
ASSISTANT TO THE CA/ECONOMIC DEVELOPMENT MANAGER	0.5	0.5	0.55	0.55
SENIOR PLANNER	1	1	1	1
MANAGEMENT ANALYST	1	1	1	1
SR. CODE ENFORCEMENT OFFICER	0	1	1	1
CODE ENFORCEMENT OFFICER	1	0	0	0
BUILDING INSPECTOR	1	1	1	1
DEVELOPMENT SERVICES COORDINATOR	0	0	0	1
PLANNING TECHNICIAN	1	0	0	0
ASSOCIATE PLANNER	0	0	0	1
ASSISTANT PLANNER	0	1	1	1
BUILDING PERMIT TECHNICIAN	1	1	1	1
<b>TOTALS</b>	<b>8.5</b>	<b>8.5</b>	<b>8.55</b>	<b>10.55</b>

**CITY OF PLACENTIA  
POSITION ALLOCATION PLAN  
FISCAL YEAR 2021-22**

	Approved 2018-19	Amended 2019-20	Amended 2020-21	Adopted 2021-22
<b>POLICE SERVICES</b>				
CHIEF OF POLICE	1	1	1	1
CAPTAIN	2	2	2	2
LIEUTENANT	3	3	3	3
SERGEANT	9	9	9	9
IT SERGEANT	0	0	1	1
SR. MANAGEMENT ANALYST	1	1	1	1
MANAGEMENT ANALYST	1	1	0	0
DISPATCH MANAGER	0	1	0	0
CRIME ANALYST	1	1	1	1
SR. CODE ENFORCEMENT OFFICER	0	0	0	0
POLICE OFFICER (3 OVERHIRE)	35	39	39	39
POLICE SERVICES SUPERVISOR	2	4	2	3
POLICE DISPATCHER / RECORDS CLERK (MOVED TO ADMIN)	10	11	0	0
CODE ENFORCEMENT OFFICER	0	0	0	0
PARKING CONTROL OFFICER	2	2	2	2
ADMINISTRATIVE ASSISTANT	1	0	0	0
SR. ADMINISTRATIVE ASSISTANT	0	1	1	1
POLICE CIVILIAN INVESTIGATOR	2	2	3	3
MANAGEMENT ASSISTANT	0	0	0	0
PROPERTY TECHNICIAN	1	1	1	1
POLICE ACADEMY TRAINEE	1	1	1	1
POLICE SERVICES OFFICER	3	2	2	2
COMMUNITY SERVICES OFFICER	1	2	1	1
OFFICE ASSISTANT	0	0	0	0
OFFICE SPECIALIST - RECORDS	0	0	2	2
<b>TOTALS</b>	<b>76</b>	<b>84</b>	<b>72</b>	<b>73</b>

**CITY OF PLACENTIA  
POSITION ALLOCATION PLAN  
FISCAL YEAR 2021-22**

	Approved 2018-19	Amended 2019-20	Amended 2020-21	Adopted 2021-22
<b>FIRE &amp; LIFE SAFETY</b>				
FIRE CHIEF	0	1	1	1
DEPUTY FIRE CHIEF	0	0	1	1
BATTALION CHIEF	0	3	3	3
TRAINING OFFICER	0	0	1	0
FIRE MARSHALL	0	0	0	1
MANAGEMENT ANALYST	0	1	1	1
MANAGEMENT ASSISTANT	0	0	1	0
FIRE PREVENTION SPECIALIST	0	0	0	1
OFFICE ASSISTANT	0	0	0	0
FIRE CAPTAIN	0	6	6	6
FIRE ENGINEER	0	6	6	6
PATROL ENGINEER	0	0	1	1
FIREFIGHTER	0	6	6	6
<b>TOTALS</b>	<b>0</b>	<b>23</b>	<b>27</b>	<b>27</b>

	Approved 2018-19	Amended 2019-20	Amended 2020-21	Adopted 2021-22
<b>PUBLIC WORKS</b>				
DEPUTY CITY ADMINISTRATOR	1	1	1	1
CITY ENGINEER	1	1	1	1
ENGINEERING AIDE	0	0	0	1
ENVIRONMENTAL COMPLIANCE OFFICER (REFUSE)	0	0	0	1
ASSOCIATE CIVIL ENGINEER (SEWER)	0	0	0	1
MANAGEMENT ANALYST	1	1	1	1
TRAFFIC ENGINEER	0	0	0	0
TRANSPORTATION MANAGER	0	1	1	1
PUBLIC WORKS SUPERINTENDENT	1	1	1	1
PUBLIC WORKS SUPERVISOR	2	2	2	2
PUBLIC WORKS INSPECTOR	0	1	1	1
MECHANIC	1	1	1	2
FACILITY MAINTENANCE TECHNICIAN	2	2	2	2
MAINTENANCE WORKER	8	8	8	8
CUSTODIAN	2	2	2	2
OFFICE ASSISTANT	1	1.5	1	1
<b>TOTALS</b>	<b>20</b>	<b>22.5</b>	<b>22</b>	<b>26</b>

**CITY OF PLACENTIA  
POSITION ALLOCATION PLAN  
FISCAL YEAR 2021-22**

	Approved 2018-19	Amended 2019-20	Amended 2020-21	Adopted 2021-22
<b>COMMUNITY SERVICES</b>				
DIRECTOR OF COMMUNITY SERVICES	1	1	1	1
OFFICE ASSISTANT	1	1	1	1
COMMUNITY SERVICES SUPERVISOR	1	1	1	1
MANAGEMENT ANALYST	0	0	0	0
COMMUNITY SERVICES COORDINATOR	4	4	4	4
MAINTENANCE WORKER	0	0	0	1
<b>TOTALS</b>	<b>7</b>	<b>7</b>	<b>7</b>	<b>8</b>

<b>SUMMARY</b>				
FULL-TIME FUNDED PERSONNEL	126	162	168	178
UNFUNDED OVERHIRES	3	3	4	4
ELECTED & APPOINTED PERSONNEL	33	33	33	33
<b>GRAND TOTAL</b>	<b>162</b>	<b>198</b>	<b>205</b>	<b>215</b>

\*Overhires are not funded

**RESOLUTION NO. R-2021-67**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, AUTHORIZING AN AMENDMENT TO THE FISCAL YEAR 2021-22 POSITION ALLOCATION PLAN AND COMPENSATION PLAN; AND A BUDGET AMENDMENT IN FISCAL YEAR 2021-22 IN COMPLIANCE WITH CITY CHARTER OF THE CITY OF PLACENTIA SECTION 1206 PERTAINING TO APPROPRIATIONS FOR ACTUAL EXPENDITURES**

**A. Recitals.**

(i). The adopted budget for the 2021-22 Fiscal Year sets out estimated appropriations for City expenses throughout the year.

(ii). From time to time the adopted budget must be adjusted when precise expenditures are finally determined or when estimated expenditures exceed projected costs allocated.

(iii). City Charter of the City of Placentia § 1206 authorizes the City Council to amend or supplement the budget by motion adopted by the affirmative votes of at least three members so as to authorize the transfer of unused balances appropriated for one purpose to another purpose, or to appropriate available revenues not included in the budget. All other legal prerequisites to the adoption of this Resolution have occurred.

**B. Resolution.**

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLACENTIA DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

1. In all respects as set forth in the Recitals, Part A., of this Resolution.
2. The adopted budget for Fiscal Year 2021-22, Resolution No. R-2021-41, is hereby amended to reflect the following available balances from FY2021-22 from the to the Account specified:

<b>Fund</b>	<b>Description</b>	<b>Department</b>	<b>GL Account</b>	<b>Amount</b>	<b>Type</b>
See Exhibit A					

3. The City Council desires to amend said Position Allocation Plan in accordance with the provisions of the Fiscal Year 2021-22 Quarter one (Q1) Budget, effective July 1, 2021.

4. The Mayor shall sign this resolution, and the City Clerk shall attest and certify to the passage and adoption thereof.

**PASSED, ADOPTED AND APPROVED THIS 16<sup>th</sup> DAY OF NOVEMBER 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 of the City of Placentia held on the 16<sup>th</sup> day of November 2021 by the following vote:

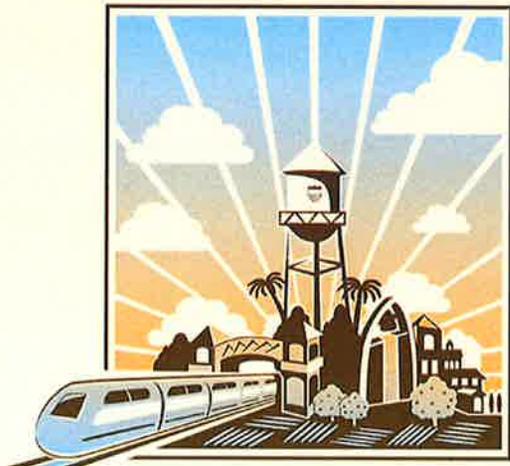
\_\_\_\_\_  
Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Christian Bettenhausen, City Attorney

Key	Fund	Fund Description	Object	Object Description	Q1 Requests
100000	101	General Fund (0010)	4060	General Sales & Use Taxes	592,800.00
100000	101	General Fund (0010)	4065	Prop 172 Sales & Use Tax	50,860.00
100000	101	General Fund (0010)	4070	Franchise Taxes	166,185.00
100000	101	General Fund (0010)	4299	Other Intergovernmental Rev	(211,000.00)
100000	101	General Fund (0010)	7052	Transfer In From Measure U	424,800.00
100000	101	General Fund (0010)	7081	Transfer in from Covid Relief	(2,755,500.00)
102020	101	General Fund (0010)	4601	Interest Revenue	17,000.00
102020	101	General Fund (0010)	6099	Professional Services	17,000.00
103041	101	General Fund (0010)	4299	Other Intergovernmental Rev	220,000.00
103041	101	General Fund (0010)	6136	Software Maintenance	30,000.00
103041	101	General Fund (0010)	6137	Repair Maint/Equipment	3,000.00
103066	101	General Fund (0010)	4163	Fire Plan Check/Permit	50,000.00
103066	101	General Fund (0010)	6290	Dept. Contract Services	50,000.00
105206	101	General Fund (0010)	6850	Building & Facilities	(87,000.00)
106207	101	General Fund (0010)	6840	Machinery & Equipment	(110,400.00)
107902	101	General Fund (0010)	6185	Construction Services	(97,240.00)
109595	101	General Fund (0010)	6295	City Admin Services	85,000.00
790000	117	Measure U Fund (0079)	4062	Measure U Sales Taxes	1,062,000.00
790000	117	Measure U Fund (0079)	8010	Transfer Out to GF	424,800.00
810000	118	COVID-19 Relief Fund (0081)	4211	COVID-19 Relief Funds	(261,411.27)
810000	118	COVID-19 Relief Fund (0081)	8010	Transfer Out to GF	(2,755,500.00)
815206	118	COVID-19 Relief Fund (0081)	6850	Building & Facilities	87,000.00
816207	118	COVID-19 Relief Fund (0081)	6840	Machinery & Equipment	110,400.00
817902	118	COVID-19 Relief Fund (0081)	6185	Construction Services	97,240.00
813801	118	COVID-19 Relief Fund (0081)	6750	Infrastructure - Sewer	3,829,677.00
763041	227	Explorer Grant NOC (0076)	5015	Overtime	35,800.00
763041	227	Explorer Grant NOC (0076)	6245	Meetings & Conferences	5,000.00
763041	227	Explorer Grant NOC (0076)	6250	Staff Training	10,000.00
763041	227	Explorer Grant NOC (0076)	6255	Dues & Memberships	1,000.00
763041	227	Explorer Grant NOC (0076)	6262	Emergency Medical Supplies	5,000.00
763041	227	Explorer Grant NOC (0076)	6299	Other Purchased Services	10,000.00
763041	227	Explorer Grant NOC (0076)	6301	Special Department Supplies	26,400.00
763041	227	Explorer Grant NOC (0076)	6360	Uniforms	20,000.00
763041	227	Explorer Grant NOC (0076)	6840	Machinery & Equipment	50,000.00
610000	228	NOC-Public Safety Grant(0061)	4205	State Grants	111,000.00
613041	228	NOC-Public Safety Grant(0061)	5001	Salaries/Full-Time Regular	107,200.00
613041	228	NOC-Public Safety Grant(0061)	5022	Alternative H&W Payout	1,250.00
613041	228	NOC-Public Safety Grant(0061)	5105	Health Insurance Allocation	23,700.00
613041	228	NOC-Public Safety Grant(0061)	5110	Life Ins Allocation	150.00
613041	228	NOC-Public Safety Grant(0061)	5115	Dental Ins Allocation	1,600.00
613041	228	NOC-Public Safety Grant(0061)	5120	Optical Ins Allocation	300.00
613041	228	NOC-Public Safety Grant(0061)	5125	LTD Ins Allocation	450.00
613041	228	NOC-Public Safety Grant(0061)	5126	STD Ins Allocation	400.00
613041	228	NOC-Public Safety Grant(0061)	5135	Medicare	1,600.00
613041	228	NOC-Public Safety Grant(0061)	5145	Employer CalPERS Retire NC	25,400.00

Key	Fund	Fund Description	Object	Object Description	Q1 Requests
613041	228	NOC-Public Safety Grant(0061)	5199	Other Employee Benefits	3,100.00
780000	231	Placentia Reg Nav Cent(0078)	4093	County Contribution	94,400.00
780000	231	Placentia Reg Nav Cent(0078)	4095	NSPA Cities Operating Contrib	956,100.00
784070	231	Placentia Reg Nav Cent(0078)	6290	Dept. Contract Services	166,200.00
630000	236	Parks & Rec Impact Fees (0063)	4306	Development Impact Fees	533,600.00
650000	238	City Traffic Impct Fees (0065)	4306	Development Impact Fees	271,900.00
660000	239	CW Stormdr Impact Fee (0066)	4306	Development Impact Fees	36,700.00
670000	242	City Pub Sfty Impct Fee (0067)	4306	Development Impact Fees	191,000.00
690000	243	City Quimby In Lieu Fee (0069)	4306	Development Impact Fees	525,500.00
680000	244	CW Aford House ImpactFee(0068)	4306	Development Impact Fees	704,100.00
710000	247	TOD Sewer Impact Fees (0071)	4306	Development Impact Fees	198,000.00
300000	270	CDBG Fund (0030)	4201	Federal Grants	406,848.00
300000	270	CDBG Fund (0030)	4205	State Grants	246,500.00
332908	401	City Capital Projects (0033)	6185	Construction Services	131,895.00
300000	270	CDBG Fund (0030)	4710	Reimbursements/Other Revenue	86,733.61
302535	270	CDBG Fund (0030)	6401	Community Programs	406,848.00
500000	280	Misc Grants Fund (0050)	4205	State Grants	1,186,500.00
500000	280	Misc Grants Fund (0050)	4760	St Jude Grant	62,500.00
503041	280	Misc Grants Fund (0050)	6301	Special Department Supplies	1,500.00
770000	281	OCATT Fund (0077)	4210	County Grants	165,200.00
773041	281	OCATT Fund (0077)	5001	Salaries/Full-Time Regular	107,200.00
773041	281	OCATT Fund (0077)	5105	Health Insurance Allocation	23,700.00
773041	281	OCATT Fund (0077)	5110	Life Ins Allocation	150.00
773041	281	OCATT Fund (0077)	5115	Dental Ins Allocation	1,600.00
773041	281	OCATT Fund (0077)	5120	Optical Ins Allocation	300.00
773041	281	OCATT Fund (0077)	5125	LTD Ins Allocation	500.00
773041	281	OCATT Fund (0077)	5126	STD Ins Allocation	400.00
773041	281	OCATT Fund (0077)	5135	Medicare	1,600.00
773041	281	OCATT Fund (0077)	5145	Employer CalPERS Retire NC	25,400.00
773041	281	OCATT Fund (0077)	5199	Other Employee Benefits	4,286.00
330000	401	City Capital Projects (0033)	4201	Federal Grants	1,642,057.00
374386	501	Refuse Administration (0037)	6101	Disposal	(610,000.00)
400000	605	Risk Management (0040)	4399	Other Charges for Service	85,000.00
404582	605	Risk Management (0040)	6210	Liability Claims	25,000.00
404582	605	Risk Management (0040)	6290	Dept. Contract Services	60,000.00
713811	247	TOD Sewer Impact Fees (0071)	6750	Infrastructure - Sewer	1,615,969.00



**PLACENTIA**  
Rich Heritage, Bright Future

# 2021-22 First Quarter Budget Report

## November 16, 2021



1 Attachment 3

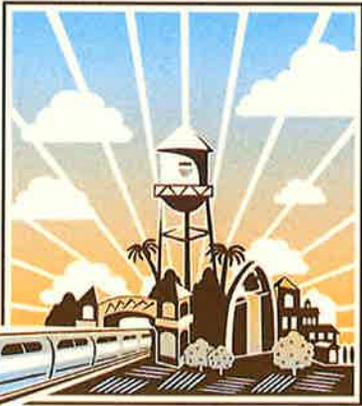


# First Quarter Budget Report

## Overview:

- 2020-21 General Fund Unaudited Actuals
- American Rescue Plan Act (ARPA)
- 2021-22 Requested Budget Adjustments
- 2021-22 General Fund Forecasted Yearend





**PLACENTIA**  
Rich Heritage, Bright Future

# 2020-21 General Fund Unaudited Actuals





# 2020-21 General Fund Unaudited Actuals

**\$41.8M**

Revenues

**\$36.3M**

Expenditures

**\$5.5M**

Net Increase to Fund Balance





# 2020-21 General Fund Unaudited Actuals - Revenue

	Amended	Unaudited	Variance to Budget
<b>REVENUE</b>			
Property Taxes	16,470,800	16,752,112	281,312
Sales & Use Taxes	6,845,647	7,409,742	564,095
Other Taxes	6,508,000	6,980,841	472,841
Permits	1,230,000	1,838,426	608,426
Fines & Forfeitures	444,000	290,534	(153,466)
Intergovernmental	365,000	9,933	(355,067)
Charges for Services	1,041,000	982,843	(58,157)
Miscellaneous Revenue	2,739,399	2,240,214	(499,184)
<b>Total Revenues</b>	<b>35,643,846</b>	<b>36,504,646</b>	<b>860,800</b>
Operating Transfers-In	1,698,103	1,433,261	(264,842)
Measure U Transfers-in:			
Reserve Contribution	1,351,494	1,540,583	189,089
Employee Retention	1,351,494	1,540,583	189,089
OPEB	735,000	770,292	35,292
<b>Total Transfers-In</b>	<b>5,136,091</b>	<b>5,284,719</b>	<b>148,628</b>
<b>Total Operating Sources</b>	<b>40,779,937</b>	<b>41,789,365</b>	<b>1,009,428</b>





# 2020-21 General Fund Unaudited Actuals - Expense

	Amended	Unaudited	Variance to Budget
<b>REQUIREMENTS</b>			
<b>Department</b>			
Legislative	1,084,097	923,371	(160,726)
Administration	5,086,582	4,998,991	(87,591)
Finance	1,180,085	1,144,947	(35,138)
Development Services	1,259,547	1,255,058	(4,488)
Public Safety - Police	12,650,476	11,501,898	(1,148,578)
Fire & Life Safety	3,905,403	3,357,795	(547,608)
Public Works	4,555,782	4,008,906	(546,876)
Community Services	1,865,498	1,496,491	(369,006)
General Government	4,325,723	4,043,326	(282,397)
GF Debt Service	2,614,905	2,612,583	(2,322)
<b>Total Department</b>	<b>38,528,097</b>	<b>35,343,366</b>	<b>(3,184,731)</b>
<b>Capital Improvement Program</b>	<b>849,963</b>	<b>449,418</b>	<b>(400,545)</b>
<b>Interfund Transfers (Transfers Out)</b>	<b>275,000</b>	<b>477,173</b>	<b>202,173</b>
<b>Total Requirements</b>	<b>39,653,060</b>	<b>36,269,958</b>	<b>(3,383,103)</b>





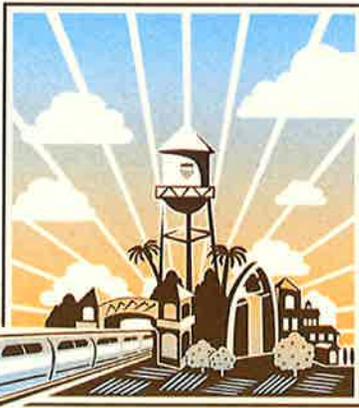
# 2020-21 General Fund Unaudited Actuals – Fund Balance

<b>Beginning Fund Balance 7/1/2020</b>	<b>11,320,030</b>
<b>Change in Fund Balance</b>	<b>5,519,407</b>
<b>Ending Fund Balance</b>	<b>16,839,438</b>

<b>Fund Balance Designations</b>	
Nonspendable	3,262,084
Restricted	556,084
Committed - Metro Parking Station	3,400,000
Measure U - Contingency Reserve	3,081,682
Unassigned Fund Balance	6,539,588
<b>Total Fund Balance</b>	<b>16,839,438</b>

<b>General Fund Balance Reserve Target</b>	
Operating Expenses	32,730,784
Less: One Time Expenses (Not CIP)	-
Ongoing Operating Expenses	<u>32,726,601</u>
25% of Ongoing Operating Expenses	8,182,696
General Fund Operating Reserves	9,621,270
% Funded	118%





**PLACENTIA**  
Rich Heritage, Bright Future

# Policy Direction: American Rescue Plan Act (ARPA)





# Federal Funding Overview

## Unprecedented Federal stimulus measures enacted in response to COVID-19

- March 2020 – CARES Act (\$2 trillion)
- December 2020 – CRRSA (\$907 billion)
- March 11, 2021 – ARPA (\$1.9 trillion)





# ARPA Overview

- **City ARPA Allocation – \$9.1 million**
  - To be received in two “traunches”
  - \$4.54 million (50%) Received June 2021
  - \$4.54 million (50%) in June 2022
- **Period of Performances – March 3, 2021 through December 31, 2040 (must be fully expended by December 31, 2026)**
- **Treasury Guidelines released May 10, 2021**
- **Treasury Final Rule – expected late September 2021, still outstanding**





# ARPA – Eligible Uses



**Respond to COVID-19 or its Economic Impacts**



**Provide Premium Pay to Eligible Essential Workers**



**Invest in Infrastructure (Water, Sewer, Broadband, Roads\*)**



**Replace Lost Revenue**

**\*Approved by Senate in October 2021**





**PLACENTIA**  
Rich Heritage, Bright Future

# ARPA – Ineligible Uses

- **To offset a reduction in tax revenues resulting from a change in law, regulation or administrative interpretation**
- **Deposits into a pension fund for the purpose of reduction UAL**
- **Funding debt service**
- **Funding legal settlements, judgements or consent decree**
- **Deposits into a rainy-day fund or financial reserves**





# Proposed ARPA Plan (Budgeted Projects)

**\$87K**

Civic Center Pergola Replacement

**\$110K**

Additional Fire Radios

**\$83K**

Media Services Specialist

**\$2.6M**

TOD/Crowther Sewer Line





# Proposed ARPA Plan (New Projects)

**\$2.0M**

City Hall HVAC Replacement

**\$1.2M**

TOD/Crowther Sewer Line\*

**\$150K**

City Hall Restrooms

**\$350K**

EIFD Design

**\$100K**

Senior Center 35% Design

**\*Additional required funding**





# Proposed ARPA Plan (Indirect Projects\*)

**\$600K**

City Hall Solar Project

**\$400K**

City Hall Roof Replacement

**\$560K**

Public Safety Building Design

**\*Proposed funding for these projects is Measure U through funding existing allowable Measure U street projects with ARPA.**





# Proposed ARPA Plan (Total by Category, in Millions)

<b>\$3.0</b>	Respond to COVID-19/Economic Impacts
<b>\$0.2</b>	Premium Pay (Fire and PD 3%)
<b>\$0.0</b>	Revenue Loss
<b>\$4.8</b>	Infrastructure (Sewer and Roads)
<b>\$8.0</b>	Total Proposed Projects
<b>\$1.1</b>	Available ARPA





# City Survey – ARPA Expenditure Plans

## Surveyed all Orange County Cities:

- Received responses from 17 cities
- 71% of cities are drawing down ARPA funds under the revenue loss provision
- 41% of cities are programming funds to respond to COVID-19
  - Includes CIP projects, equipment and one-time expenditures
- 47% of cities have proposed programming to respond to economic impacts of COVID-19

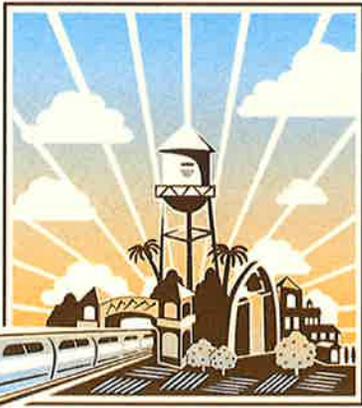




**PLACENTIA**  
Rich Heritage, Bright Future

# Discussion





**PLACENTIA**  
Rich Heritage, Bright Future

# 2021-22 Requested Budget Adjustments





# 2021-22 General Fund Requested Budget Adjustments

**\$43.1M**

Amended Budgeted  
Revenues

---

**\$(1.4)M  
or -3.4%**

Requested Decrease

---

**\$41.6M**

Revised Budgeted Revenues

---





# 2021-22 General Fund Requested Budget Adjustments

**\$42.1M**

Amended Budgeted  
Expenditures

**(\$.1)M  
or .3%**

Requested Decrease

**\$42.0M**

Revised Budgeted  
Expenditures





# 2021-22 General Fund Notable Adjustment Requests

## Revenue

- Sales & Use Taxes – an increase of \$643,660
- Operating Transfers-In – a decrease of \$2.8 million
- Measure U Transfers-In – an increase of \$424,800

## Expenditures

- Capital Improvement Program – a decrease in expenditures of \$294,640





# 2021-22 General Fund Proposed Revenue

General Fund	Adopted	Mid-Quarter Adjustments	Amended	Requested Adjustment	Proposed
<b>REVENUE</b>					
Property Taxes	17,545,700	-	17,545,700	-	17,545,700
Sales & Use Taxes	7,134,800	-	7,134,800	643,660	7,778,460
Other Taxes	6,684,800	-	6,684,800	166,185	6,850,985
Permits	874,900	-	874,900	-	874,900
Fines & Forfeitures	444,200	-	444,200	-	444,200
Intergovernmental	265,000	-	265,000	9,000	274,000
Charges for Services	1,278,200	-	1,278,200	50,000	1,328,200
Miscellaneous Revenue	2,285,700	-	2,285,700	17,000	2,302,700
<b>Total Revenues</b>	<b>36,513,300</b>	<b>-</b>	<b>36,513,300</b>	<b>885,845</b>	<b>37,399,145</b>
Operating Transfers-In	3,746,300	-	3,746,300	(2,755,500)	990,800
Measure U Transfers-in:					
Reserve Contribution	-	-	-	-	-
Employee Retention	2,102,100	-	2,102,100	318,600	2,420,700
OPEB	700,700	-	700,700	106,200	806,900
<b>Total Transfers-In</b>	<b>6,549,100</b>	<b>-</b>	<b>6,549,100</b>	<b>(2,330,700)</b>	<b>4,218,400</b>
<b>Total Operating Sources</b>	<b>43,062,400</b>	<b>-</b>	<b>43,062,400</b>	<b>(1,444,855)</b>	<b>41,617,545</b>





# 2021-22 General Fund Proposed Expenditures

General Fund	Adopted	Mid-Quarter Adjustments	Amended	Requested Adjustment	Proposed
<b>REQUIREMENTS</b>					
<b>Department</b>					
Legislative	1,074,400	8,223	1,082,623	-	1,082,623
Administration	5,372,800	4,393	5,377,193	-	5,377,193
Finance	1,249,500	41,188	1,290,688	17,000	1,307,688
Development Services	1,351,000	16,728	1,367,728	-	1,367,728
Public Safety - Police	11,810,000	15,592	11,825,592	33,000	11,858,592
Fire & Life Safety	4,271,300	30,888	4,302,188	50,000	4,352,188
Public Works	4,157,600	30,365	4,187,965	-	4,187,965
Community Services	2,357,100	18,400	2,375,500	-	2,375,500
General Government	4,294,600	10,755	4,305,355	85,000	4,390,355
GF Debt Service	4,748,300	-	4,748,300	-	4,748,300
<b>Total Department</b>	<b>40,686,600</b>	<b>176,532</b>	<b>40,863,132</b>	<b>185,000</b>	<b>41,048,132</b>
<b>Capital Improvement Program</b>	<b>529,400</b>	<b>274,110</b>	<b>803,510</b>	<b>(294,640)</b>	<b>508,870</b>
<b>Interfund Transfers (Transfers Out)</b>	<b>53,000</b>	<b>-</b>	<b>53,000</b>	<b>-</b>	<b>53,000</b>
<b>GF CIP Debt Service</b>	<b>428,800</b>	<b>-</b>	<b>428,800</b>	<b>-</b>	<b>428,800</b>
<b>Total Requirements</b>	<b>41,697,800</b>	<b>450,642</b>	<b>42,148,442</b>	<b>(109,640)</b>	<b>42,038,802</b>





# 2021-22 Special Revenue Funds Requested Budget Adjustments

**\$11.8M**

Amended Budgeted Revenues

**\$5.5M  
or 46.7%**

Requested Increase

**\$17.3M**

Revised Budgeted Revenues





# 2021-22 Special Revenue Funds Requested Budget Adjustments

**\$17.8M**

Amended Budgeted  
Expenditures

**\$4.1 or  
22.8%**

Requested Increase

**\$21.8M**

Revised Budgeted  
Expenditures





# 2021-22 Special Revenue Funds Notable Adjustment Requests

- COVID-19 Relief Fund (ARPA) – increase in requirements of \$1.4 million
- Placentia Regional Navigation Center – increase in revenue of \$1.1 million
- Parks & Recreation Impact Fees – increase in revenue of \$533,600
- City Quimby In Lieu Fee – increase in revenue of \$525,500
- TOD Sewer Impact Fee – increase in expenditures of \$1.6 million
- CDBG – increase in revenue of \$740,082 and an increase in requirements of \$406,848
- Miscellaneous Grants – increase in revenue of \$1.2 million





# 2020-21 Other Funds Requested Budget Adjustments

**\$15.1M**

Amended Budgeted Revenues

**\$1.7M  
or 11.4%**

Requested Increase

**\$16.8M**

Revised Budgeted Revenues





# 2020-21 Other Funds Requested Budget Adjustments

**\$16.3M**

Amended Budgeted  
Expenditures

**\$(-.4)M**

**or -2.4%**

Requested Decrease

**\$15.9M**

Revised Budgeted  
Expenditures





# 2021-22 Other Funds Notable Adjustment Requests

- Capital Projects – increase in revenue of \$1.6 million
- Enterprise Funds – decrease in expenditures of \$610,000

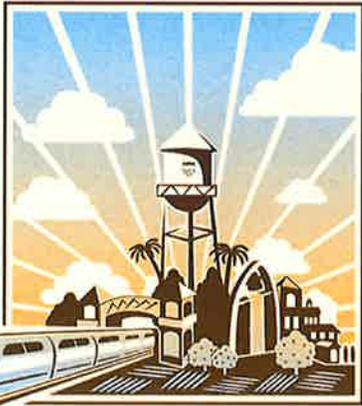




# 2021-22 Citywide Summary

Fund Type	Sources			Requirements		
	Amended Budget	Requested Adjustment	Proposed	Amended Budget	Requested Adjustment	Proposed
<b>General Fund</b>	43,062,400	(1,444,855)	41,617,545	42,148,442	(109,640)	42,038,802
<b>Measure U</b>	7,007,000	1,062,000	8,069,000	8,874,184	424,800	9,298,984
<b>Special Revenue Funds</b>	11,813,400	5,515,170	17,328,570	17,768,421	4,052,820	21,821,241
<b>Debt Service</b>	409,500	-	409,500	409,500	-	409,500
<b>Capital Projects Fund</b>	-	1,642,057	1,642,057	1,268,616	131,895	1,400,511
<b>Enterprise Funds</b>	6,032,100	-	6,032,100	5,956,758	(610,000)	5,346,758
<b>Internal Service Funds</b>	2,738,300	85,000	2,823,300	2,738,300	85,000	2,823,300
<b>Fiduciary Funds</b>	3,839,100	-	3,839,100	3,839,100	-	3,839,100
<b>Agency Funds</b>	2,102,500	-	2,102,500	2,095,200	-	2,095,200
<b>Total All Funds</b>	<b>77,004,300</b>	<b>6,859,372</b>	<b>83,863,672</b>	<b>85,098,521</b>	<b>3,974,875</b>	<b>89,073,396</b>





**PLACENTIA**  
Rich Heritage, Bright Future

## Classification Actions





# 2021-22 Classification Actions

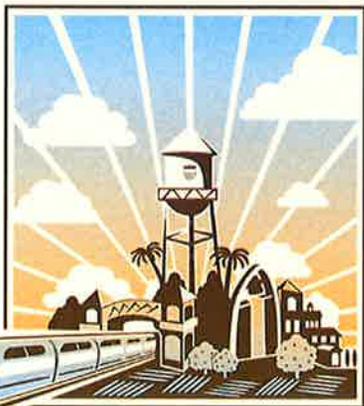
## Deletions

- One (1) Fire Training Officer
- One (1) Management Assistant

## New Classifications/Additions

- One (1) Fire Marshall  
(Salary Range \$98,774.83-\$120,061.43)
- One (1) Fire Prevention Specialist  
(Salary Range \$57,508.32-\$70,972.99)





**PLACENTIA**  
Rich Heritage, Bright Future

# 2021-22 General Fund Yearend Estimate





# 2021-22 General Fund Yearend Estimate

**\$41.6M**

Revenues

**\$42.0M**

Expenditures

**\$421,257**

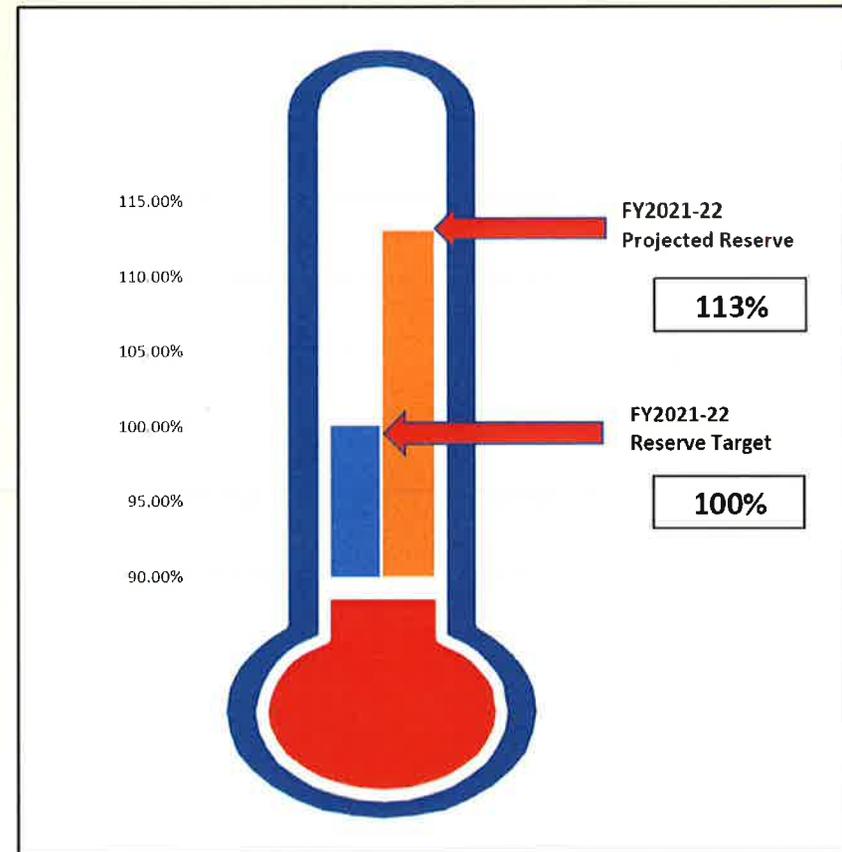
Net Decrease to Fund  
Balance



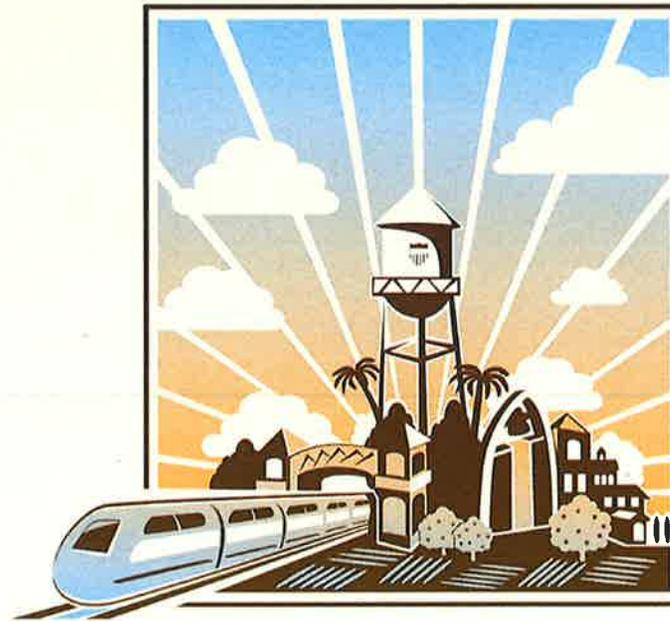


# 2021-22 General Fund Fund Balance Estimates

<b>Beginning Fund Balance 7/1/2021</b>	<b>16,839,438</b>
<b>Unaudited Actuals</b>	
Revenue	37,399,145
Transfers In	990,800
Transfers In Measure U	3,227,600
Expenditures	(41,048,132)
Capital Improvement Program	(508,870)
Transfers Out	(53,000)
GF CIP Debt Service	(428,800)
<b>Change in Fund Balance</b>	<b>(421,257)</b>
<b>Ending Fund Balance</b>	<b>16,418,181</b>



# Questions?



**PLACENTIA**  
Rich Heritage, Bright Future





# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR / PUBLIC SERVICES AND INFRASTRUCTURE

DATE: NOVEMBER 16, 2021

SUBJECT: **APPROVAL OF PLANS AND SPECIFICATIONS AND AWARD OF CONSTRUCTION CONTRACT TO KANA PIPELINE INC. AND DUDEK CORPORATION FOR ENGINEERING CONSTRUCTION SUPPORT SERVICES FOR THE TOD/ CROWTHER SEWER LINE PROJECT**

FISCAL			
IMPACT:	EXPENSE:	\$ 5,445,645.90	<u>TOTAL CONSTRUCTION COST</u>
		\$ 4,696,973.63	CONSTRUCTION CONTRACT
		\$ 469,697.36	CONTINGENCY AMOUNT
		\$ 246,720.00	CONSTRUCTION MANAGEMENT
		\$ 32,255.00	CONSTRUCTION SUPPORT SERVICES
	BUDGET:	\$ 5,445,645.90	<u>TOTAL PROJECT BUDGET</u>
		\$ 3,829,676.56	(813811-6750) ARPA FUNDS
		\$ 1,615,969.00	(713811-6750) TOD SEWER DEVELOPMENT IMPACT FEES

A companion City Council agenda item for the 1<sup>st</sup> Quarter Budget Adjustment is also presented this evening for the City Council’s consideration which allocates the existing TOD Sewer Development Impact Fees and American Rescue Plan Act (ARPA) funds to this project.

**SUMMARY:**

In April 2017, the City Council approved the Transit-Oriented Development (“TOD”) Packinghouse District Plan, which has produced new high-density development projects on Crowther Avenue. The City also identified a number of mitigation measures associated with development of this high-density residential housing district and their impacts upon the City’s existing infrastructure. One of these mitigation measures identified was the upsizing and replacement of the existing sanitary sewer in Crowther Avenue to serve the new developments. In order to determine the adequacy of the sewer capacity in the City, the City conducted a sanitary sewer masterplan update in 2017, which determined that the existing sewer line on Crowther Avenue is not large enough to accommodate the increased sewer flows created by the new TOD developments.

In anticipation of providing adequate sewer service for the new developments on Crowther Avenue, the City Council adopted a newly created TOD Sewer Development Impact Fee that is paid by all TOD developers to fund the cost of a new upgraded sewer line to accommodate their

projects. In addition, the City contracted with Dudek Engineering Company (“Dudek”) to prepare the engineered plans and construction documents for the new sewer line. Dudek also prepared the Sewer Master Plan Update and the hydraulic analysis needed to appropriately size the new line based upon anticipated development.

In anticipation of receiving new TOD Sewer Development Impact fees from development projects currently under construction, the City solicited competitive bids to construct the new pipeline. On June 24, 2021, a total of two (2) bids were received with low bidder being Kana Pipeline Inc. (“Kana Pipeline”) in the amount of \$4,497,012.00. The TOD Sewer Development Impact Fees the City has saved for this project are currently insufficient to cover the entire project cost. As is typical in other development projects, cities will often cover the cost of needed infrastructure improvements to support new developments and are then repaid over time when development impact fees are collected from future developers. Over the past several months, Staff has been working on finding a solution to cover the current funding gap to advance this critical project to construction as an undersized sewer line will have negative impacts upon the new TOD developments which need to connect to the proposed new line. During that time the bids received had expired and construction costs have continued to grow in this dynamic inflationary environment. Kana Pipeline requested to increase their bid amount by \$199,961.63, or 4.4% to cover known increases in material costs since bids were opened in June. Staff recommends allowing the additional cost given the current bidding environment that would most likely result in a much higher project construction cost if the City were to go back out to bid.

Senator Alex Padilla’s office had submitted the TOD/Crowther Sewer Line Project to the Senate Appropriations Committee as a Federal earmark to secure additional external funding to bridge the short-term project funding gap. However, that earmark request was ultimately eliminated as part of Congress’ ongoing budget and fiscal stimulus negotiations. Funding through ARPA however is available and Staff recommends utilizing those funds to cover the project funding shortfall. As part of this effort, Staff will work to retool the TOD Sewer Development Impact Fee Nexus Study to create a new General Purpose Impact Fee to be paid by future TOD developers to reimburse the City for the ARPA funds used today to fund the cost of the project. This approach ensures that all future developers will pay their fair share for the cost of this new sewer line to serve their properties. Sewer infrastructure projects are an allowable expense under current ARPA guidelines.

Included in this agenda item is a separate contract with Dudek to provide construction engineering support services for the proposed project. Professional engineering services are typically included in capital improvement projects as the engineer of record must review shop drawing submittals from the contractor as well as provide responses to requests for information to the contractor regarding their design and technical specifications. The City’s original design contract with Dudek, which included these services, has since expired. Accordingly, a new agreement with Dudek to provide engineering construction support services is presented to the City Council for its consideration and approval.

The City has reviewed the bid from Kana Pipeline and found it to be accurate and responsive. The total construction cost of the project amounts to \$5,445,645.90 This amount includes the bid submitted by Kana Pipeline in the amount of \$4,696,973.63, 10% construction contingency

in the amount of \$469,697.36, construction management (“CM”) Services by NV5 in the amount of \$246,720.00 and construction support services by Dudek in the amount of \$32,255.00. Staff recommends that the City Council award a Public Works Agreement to Kana Pipeline in the amount of \$4,696,973.63 to construct this project.

**RECOMMENDATION:**

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

1. Approve the Engineered Plans and Specifications prepared by Dudek for the TOD Crowther Sewer Line Project, City Project No. 3811; and
2. Approve a Public Works Agreement with Kana Pipeline Inc. for an amount not to exceed \$4,696,973.63; and
3. Authorize the City Administrator to approve Contract Change Orders up to 10% of the contract not-to-exceed amount, or \$469,697.00; and
4. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney; and
5. Approve a Professional Services Agreement with Dudek for an amount not to exceed \$32,255 to provide construction engineering support services for this project; and
6. Authorize the City Administrator to approve contract change orders for construction engineering support services up to 10% of the contract not-to-exceed amount, or \$3,225.00; and
7. Direct Staff to develop a General Services Development Impact Fee to replace the existing TOD Sewer Development Impact Fee Program to ensure that the City is fully reimbursed by all future TOD developers for covering the project funding shortfall with existing ARPA funds.

**DISCUSSION:**

In April 2017, the City Council approved the TOD Packinghouse District Plan, which has produced new high-density development projects on Crowther Avenue. The City also identified a number of mitigation measures associated with development of this high-density residential housing district and their impacts upon the City’s existing infrastructure. One of these mitigation measures that was identified was the upsizing and replacement of the existing sanitary sewer in Crowther Avenue to serve the new developments. In order to determine the adequacy of the sewer capacity in the City, the City conducted a sanitary sewer masterplan update in 2017, which determined that the existing sewer line on Crowther Avenue is not large enough to accommodate the increased sewer flows created by the new TOD developments. The project scope of the work includes installation of a new 15-inch, 18-inch, and 22-inch polyvinyl chloride pipe (PVC) and high density polyethylene (HDPE) sewer pipeline and manholes, extending from Bradford Avenue on

Crowther Avenue to the Orange County Sanitation District's trunk line on State College Boulevard in the City of Fullerton. The work also includes reconnection into existing gravity mains and service laterals.

In anticipation of receiving new TOD Sewer Development Impact fees from development projects currently under construction, the City solicited competitive bids to construct the new pipeline. On June 24, 2021, a total of two (2) bids were received with the low bid submitted by Kana Pipeline Inc., in the amount of \$4,497,012.

<b>NO.</b>	<b>CONTRACTOR</b>	<b>BID</b>
1	KANA PIPELINE	\$4,497,012
2	RAMONA INC.	\$6,729,925

The TOD Sewer Development Impact Fees the City has saved for this project are currently insufficient to cover the entire project cost. As is typical in other development projects, Cities will often cover the cost of needed infrastructure improvements to support new developments and are then repaid over time when development impact fees are collected from future developers. Over the past several months, Staff has been working on finding a solution to cover the current funding gap to advance this critical project to construction as an undersized sewer line will have negative impacts upon the new TOD developments that need to connect to this new line. During that time, the bids received had expired and construction costs continued to grow in this dynamic inflationary environment. Kana Pipeline requested to increase their bid amount by \$199,961.63, or 4.4% to cover known increases in material costs since bids were opened in June. Staff recommends allowing the additional cost given the current bidding environment that would most likely result in a much higher project construction cost if the City were to go back out to bid for this project.

Senator Alex Padilla's office had submitted the TOD/Crowther Sewer Line Project to the Senate Appropriations Committee as a Federal earmark to secure additional external funding to bridge the short-term project funding gap. However, that earmark request was ultimately eliminated as part of Congress' ongoing budget and fiscal stimulus negotiations. Funding through ARPA however is available and Staff recommends utilizing those funds to cover the project funding shortfall. As part of this effort, Staff will work to retool the TOD Sewer Development Impact Fee Nexus Study to create a new General Purpose Impact Fee to be paid by future TOD developers to fully reimburse the City for the ARPA funds used to cover the funding shortfall. This approach ensures that all future TOD developers will pay their fair share for the cost of this new sewer line to serve their properties. Sewer infrastructure projects are an allowable expense under the current ARPA guidelines. Included in this agenda item is a separate contract with Dudek to provide construction engineering support services for this project. These are professional engineering services that are typically included in capital improvement projects as the engineer of record must review shop drawing submittals from the contractor as well as provide responses to requests for information to the contractor regarding their design and technical specifications. The City's original design contract with Dudek, which included these services, has since expired. Accordingly, a new agreement with Dudek to provide engineering construction support services is presented to the City Council for its consideration and approval.

The City reviewed the bid received from Kana Pipeline and a reference check with those agencies surveyed provided good feedback regarding the company's quality of work and its responsiveness in resolving construction issues. The City has reviewed the bid received from Kana Pipeline and found it to be accurate and responsive.

**FISCAL IMPACT:**

The total construction cost of the project amounts to \$5,445,645.90. This amount includes the bid submitted by Kana Pipeline in the amount of \$4,696,973.63, 10% construction contingency in the amount of \$469,697.36, construction management and inspection services in the amount of \$246,720.00, and construction support services by Dudek in the amount of \$32,255.00. Staff recommends the City Council award a construction contract to Kana Pipeline in the amount of \$4,696,973.63 to construct this project. A companion City Council agenda item for the 1<sup>st</sup> Quarter Budget Adjustment is also presented this evening for the City Council's consideration which allocates a total of \$1,615,969.34 in existing TOD Sewer Development Impact Fees and \$3,829,676.56 in ARPA Funds to fund the cost of this project. The table the below outlines the sources and uses of funds for the project:

USE		SOURCE	
Construction Contract	\$4,696,973.63	ARPA	\$3,829,676.56
Construction Contingency	\$469,697.36	TOD Sewer DIF	\$1,615,969.34
CM/Inspection	\$246,720.00		
Eng. Construction Support	\$32,255.00		
<b>Total Project Costs</b>	<b>\$5,445,645.90</b>	<b>Total Project Budget:</b>	<b>\$5,445,645.90</b>

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. Public Works Agreement with Kana Pipeline Inc.
2. Professional Services Agreement with Dudek Corporation

CITY COPY

Project No. 3811

**CITY OF PLACENTIA  
PUBLIC WORKS AGREEMENT FOR  
TOD CROWTHER SEWER LINE PROJECT**

THIS AGREEMENT (herein "Agreement"), is made and entered into this 16<sup>th</sup> day of November, 2021 by and between the CITY OF PLACENTIA, a municipal corporation and charter city, (herein "City") and Kana Pipeline, Inc. (herein "Contractor"). The parties hereto agree as follows:

**WITNESSETH:**

A. WHEREAS, City requires the construction of TOD CROWTHER SEWER LINE PROJECT 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 Kana Pipeline Inc., a (California corporation, partnership, individual) located at 12620 Magnolia Avenue, Riverside, CA 92503.
- (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 Four Million Six Hundred Ninety Six Thousand Nine Hundred Seventy Three Dollars and 63 cents. (\$4,696,973.63) (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 November 16, 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:

Daniel Locke  
President

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 from 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 Four Thousand Dollars (\$4,000) 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.: Masoud Sepahi, PE

To Contractor:  
                                  Daniel Locke  
                                  President  
                                  12620 Magnolia Avenue  
                                  Riverside, CA 92503

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

\_\_\_\_\_  
City Administrator or , Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Robert S. McKinnell, City Clerk

CONTRACTOR

  
\_\_\_\_\_  
Signature

Date: 11-4-2021



DANIEL LOCKE, President  
Name and Title

33-0694239  
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

\_\_\_\_\_  
Christian L. Bettenhausen, City Attorney

Date: \_\_\_\_\_

APPROVED AS TO INSURANCE:

\_\_\_\_\_  
Rosanna Ramirez, Acting Deputy City  
Administrator

Date: \_\_\_\_\_

(Use of City Bond Form is Required)

**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

**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

**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 \_\_\_\_\_

Street \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name & Title)

**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)

Project No. 3811

SURETY

By \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ ADDRESS

PRINCIPAL

By X \_\_\_\_\_  
X \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ ADDRESS

APPROVED:

\_\_\_\_\_  
CITY ATTORNEY

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**

The primary activities involve installation of 15-inch, 18-inch, and 22-inch PVC and HDPE sewer pipeline and manholes. The work also includes reconnection into existing gravity mains and service laterals. All work must be performed in accordance with the Contract Documents, including plans and specifications and all of the applicable government, State, Local and the City of Placentia Municipal Codes and Regulations as required and depicted in the Contract.

Project No. 3811

**EXHIBIT B**

**SCHEDULE OF PERFORMANCE**

The time within which all work must be completed by the Contractor is fixed at one hundred and eighty (180) working days, starting from and after the date in the Notice to Proceed with the work.

**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: TOD CROWTHER SEWER LINE PROEJCT
- 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**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/2/2021

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).

<b>PRODUCER</b> Alliant Insurance Services, Inc. 1301 Dove Street, Suite 200 Newport Beach CA 92660-2436	<b>CONTACT NAME:</b> Nick Parizino <b>PHONE (A/C, No, Ext):</b> 949 - 260-5055 <b>E-MAIL ADDRESS:</b> Nick.Parizino@alliant.com	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Kana Pipeline, Inc. 12620 Magnolia Ave Riverside CA 92503	<b>INSURER A:</b> Executive Risk Indemnity Inc	<b>NAIC #</b> 35181
	<b>INSURER B:</b> Federal Insurance Company	20281
	<b>INSURER C:</b> Allied World National Assuranc	10690
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 456374587

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	54303188	8/1/2021	8/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ 5,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	54303187	8/1/2021	8/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Deductibles \$ 1,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ \$10,000	Y	Y	0313-0056	8/1/2021	8/1/2022	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 Products -Comp/Op Agg \$ 10,000,000
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		Y	54303189	8/1/2021	8/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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

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

Re: Project No. 3811, TOD Crowther Sewer Line Project.

The City of Placentia, its officers, employees, representatives, attorneys, and volunteers are named as Additional Insured per attached endorsements on Primary and Non-Contributory basis. Waiver of Subrogation and Per Project Aggregate applies per attached endorsements. Thirty (30) Days Notice of Cancellation / Non-Renewal - Ten (10) Days Notice For Non-Payment of Premium. Umbrella/Excess Liability is a Follow form.

**CERTIFICATE HOLDER****CANCELLATION 30**

City of Placentia  
 401 E. Chapman  
 Placentia CA 92870

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

AUTHORIZED REPRESENTATIVE

*Philip S. Arz*



**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	Where required by written contract
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.



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	Where required by written contract
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".

- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

**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 Or Waiver Of Rights Of Recovery Against Others To Us**

We will waive the right of recovery we would otherwise have had against another person or organization, for loss to which this insurance applies, provided the insured has waived their rights of recovery against such person or organization in a contract or agreement that is executed before such loss.

To the extent that the insured's rights to recover all or part of any payment made under this Coverage Part have not been waived, 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.

This condition does not apply to Coverage C.

**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 an electronic, oral, written or other notice, about goods, products or services, designed for the specific purpose of attracting the general public or a specific market segment to use such goods, products or services.  
"Advertisement" does not include any e-mail address, Internet domain name or other electronic address or metalanguage.
- 2. "Advertising injury" means injury, other than "bodily injury", "property damage" or "personal injury", sustained by a person or organization and caused by an offense of infringing, in that particular part of your "advertisement" about your goods, products or services, upon their:

- a. Copyrighted "advertisement"; or
- b. Registered collective mark, registered service mark or other registered trademarked name, slogan, symbol or title.

3. "Asbestos" means asbestos in any form, including its presence or use in any alloy, by-product, compound or other material or waste. Waste includes materials to be recycled, reconditioned or reclaimed.

4. "Auto" means:

- a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

5. "Bodily injury" means physical:

- a. Injury;
- b. Sickness; or
- c. Disease;

sustained by a person, including resulting death, humiliation, mental anguish, mental injury or shock at any time. All such loss shall be deemed to occur at the time of the physical injury, sickness or disease that caused it.

6. "Coverage territory" means:

- a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
- b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
- c. All other parts of the world if the injury or damage arises out of:

- (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
- (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
- (3) "Advertising injury" or "personal injury" offenses that take place through the Internet or similar electronic means of communication

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY INSURANCE FOR SCHEDULED ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Additional Insured:**

**WHERE REQUIRED BY WRITTEN CONTRACT.**

**Location Of Covered Operations:**

**ALL LOCATIONS**

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

With respect only to the Additional Insured and at the Location Of Covered Operations shown in the Schedule, the following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, Paragraph 4. Other Insurance** and supersedes any provision to the contrary:

#### **Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to the Additional Insured with respect to the Location Of Covered Operations shown in the Schedule under this policy provided that:

- (1) The Additional Insured is a named insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Designated Construction Project(s): where required by written contract

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

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
  2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
  4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
  2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E. The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NON-CONTRIBUTORY LIABILITY INSURANCE**

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

**Named Insured: Kana Pipeline, Inc.**

**Endorsement Effective Date: 8/1/2021**

### **SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**  
Where required by written contract

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

The following is added to Item 5. – **"Other Insurance"** of Item B. – **"General Conditions"** under Section IV – **"Business Auto Conditions"**:

e. Regardless of the provisions of Paragraph 5.a. through d. above, for any liability arising out of the ownership, maintenance, use, rental, lease, loan, hire or borrowing by an "insured" of a covered "auto" for which an "insured" is contractually obligated to provide primary insurance coverage to a client, this Coverage Form will be primary and non-contributory with respect to the Persons or Organizations in the schedule, regardless of the availability or existence of other collectible insurance under any other Coverage Form or policy that applies on a primary basis.

## COMMERCIAL AUTOMOBILE

**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**

This endorsement modifies the Business Auto Coverage Form.

##### **1. EXTENDED CANCELLATION CONDITION**

Paragraph A.2.b. – CANCELLATION - of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

##### **2. BROAD FORM INSURED**

###### **A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds**

The Named Insured shown in the Declarations is amended to include:

1. Any legally incorporated subsidiary in which you own more than 50% of the voting stock 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 an "insured" under any other automobile policy;
  - (b) That has exhausted its Limit of Insurance under any other policy; or
  - (c) 180 days or more after its acquisition or formation by you, unless you have given us written 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 the following:

- 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 the following:

- 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 leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire.However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
  1. You;
  2. Any of your "employees" or agents; or
  3. Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.

##### **D. Persons And Organizations As Insureds Under A Written Insured Contract**

Paragraph A.1 – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured". However, such person or organization is an "insured" only;

- (1) with respect to the operation, maintenance or use of a covered "auto"; and
- (2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
  - (a) You executed the "insured contract" or written agreement; or
  - (b) The permit has been issued to you.

**3. FELLOW EMPLOYEE COVERAGE**

EXCLUSION B.5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply.

**4. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE**

Paragraph A.4.a. - TRANSPORTATION EXPENSES - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day for temporary transportation expense, subject to a maximum limit of \$1,000.

**5. AUTO LOAN/LEASE GAP COVERAGE**

Paragraph A. 4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

**c. Unpaid Loan or Lease Amounts**

In the event of a total "loss" to a covered "auto"; we will pay any unpaid amount due on the loan or lease for a covered "auto" minus:

- 1. The amount paid under the Physical Damage Coverage Section of the policy; and
- 2. Any:
  - a. Overdue loan/lease payments at the time of the "loss";
  - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
  - c. Security deposits not returned by the lessor;
  - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
  - e. Carry-over balances from previous loans or leases.

We will pay for any unpaid amount due on the loan or lease if caused by:

- 1. Other than Collision Coverage only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- 2. Specified Causes of Loss Coverage only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
- 3. Collision Coverage only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

**6. RENTAL AGENCY EXPENSE**

Paragraph A. 4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

**d. Rental Expense**

We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:

**MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:**

- 1. \$2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
- 2. \$2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
- 3. \$2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
- 4. \$7,500 maximum total amount for paragraphs 1., 2. and 3. combined.

**7. EXTRA EXPENSE - BROADENED COVERAGE**

Paragraph A.4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

**e. Recovery Expense**

We will pay for the expense of returning a stolen covered "auto" to you.

**8. AIRBAG COVERAGE**

Paragraph B.3.a. - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.

**9. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE**

Paragraph C.1.b. - LIMIT OF INSURANCE - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:

- b. \$2,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
  - (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
  - (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
  - (3) An integral part of such equipment.

**10. GLASS REPAIR - WAIVER OF DEDUCTIBLE**

Under Paragraph D. - DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

**11. TWO OR MORE DEDUCTIBLES**

Paragraph D.- DEDUCTIBLE - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

If this Coverage Form and any other Coverage Form or policy issued to you by us that is not an automobile policy or Coverage Form applies to the same "accident", the following applies:

1. If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

**12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS**

Paragraph A.2.a. - DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when the "accident" is known to:
  - (1) You or your authorized representative, if you are an individual;
  - (2) A partner, or any authorized representative, if you are a partnership;
  - (3) A member, if you are a limited liability company; or
  - (4) An executive officer, insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.

Knowledge of an "accident", claim, "suit" or "loss" by other persons does not imply that the persons listed above have such knowledge. Notice to us should include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons or witnesses.

**13. WAIVER OF SUBROGATION**

Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

5. We will waive the right of recovery we would otherwise have against another person or organization for "loss" to which this insurance applies, provided the "insured" has waived

their rights of recovery against such person or organization under a contract or agreement that is entered into before such "loss".

To the extent that the "insured's" rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

**14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS**

Paragraph B.2. - CONCEALMENT, MISREPRESENTATION or FRAUD of SECTION IV - BUSINESS AUTO CONDITIONS - is deleted and replaced with the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not void coverage under this Coverage Form because of such failure.

**15. AUTOS RENTED BY EMPLOYEES**

Paragraph B.5. - OTHER INSURANCE of SECTION IV - BUSINESS AUTO CONDITIONS - is amended to add the following:

- e. Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

**16. HIRED AUTO - COVERAGE TERRITORY**

Paragraph B.7.b.(5). - POLICY PERIOD, COVERAGE TERRITORY of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- (5) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

**17. RESULTANT MENTAL ANGUISH COVERAGE**

Paragraph C. of - SECTION V - DEFINITIONS is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death as a result of the "bodily injury" sustained by that person.

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 99 03 04 (Ed. 7- 08)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—CALIFORNIA

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need to be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 8/1/2021 at 12:01 A. M. standard time, forms a part of  
(DATE)

Policy No. 54303189 of the Federal Insurance Company  
(NAME OF INSURANCE COMPANY)

issued to Kana Pipeline, Inc.

Endorsement No.



Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. The additional premium for the blanket waiver offered by this endorsement shall be 0.00 % of total California premium.

Schedule

Person or Organization

Job Description

Where required by written contract

Where required by written contract



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/9/2021

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).

<b>PRODUCER</b> Edgewood Partners Insurance Center (EPIC) 19000 MacArthur Blvd. PH Floor Irvine, CA 92612  www.edgewoodins.com	<b>CONTACT NAME:</b> Roxanne Camping <b>PHONE (A/C, No, Ext):</b> 949-417-9175 <b>E-MAIL ADDRESS:</b> roxanne.camping@epicbrokers.com	<b>FAX (A/C, No):</b> 949-809-2375
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Kana Pipeline, Inc 12620 Magnolia Avenue Riverside CA 92503	<b>INSURER A:</b> Pacific Insurance Company, Limited	<b>NAIC #</b> 10046
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 64915382

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PO/ AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Contractors Professional Liability	✓	✓	72CPIHD8859	8/1/2021	8/1/2022	\$3,000,000 SIR \$25,000
A	Pollution Liability			72CPIHD8859	8/1/2021	8/1/2022	\$2,000,000 SIR \$10,000 \$5,000,000 Policy Aggregate

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

Public Works Agreement fo TOD Crowther Sewer Line Project  
 See Addendum 101 for additional language.

**CERTIFICATE HOLDER****CANCELLATION**

City of Placentia  
 401 E Chapman Ave.  
 Placentia CA 92870

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

AUTHORIZED REPRESENTATIVE

Anthony D'Asaro

© 1988-2015 ACORD CORPORATION. All rights reserved.

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_ of \_\_\_\_

<b>AGENCY</b> Edgewood Partners Insurance Center (EPIC)		<b>NAMED INSURED</b> Kana Pipeline, Inc 12620 Magnolia Avenue Riverside CA 92503	
<b>POLICY NUMBER</b> 72CPIHD8859		<b>EFFECTIVE DATE:</b> 8/1/2021	
<b>CARRIER</b> Pacific Insurance Company, Limited	<b>NAIC CODE</b> 10046		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25      **FORM TITLE:** Certificate of Liability (03/16)

**HOLDER:** City of Placentia

**ADDRESS:** 401 E Chapman Ave. Placentia CA 92870

The City of Placentia, its officers, agents or employees are Additional Insureds on a primary and non-contributory basis per the attached endorsements as respects Pollution Liability. Waiver of Subrogation applies per attached Endorsement as respects Pollution Liability.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED**

This endorsement modifies insurance provided under the following:

CONTRACTORS PROFESSIONAL AND PROTECTIVE INDEMNITY PLUS (CPPI+)  
CONTRACTORS POLLUTION LIABILITY (CPL)

### **SCHEDULE**

<b>Name Of Additional Insured Person(s), Organization(s), or Entity(ies)</b>
As required by Contract

Solely with regards to any coverage extended under this Policy for "pollution damages" or "emergency mitigation expense" and any associated "claim expense", **SECTION VII – DEFINITIONS** is amended to include the person(s), organization(s), or entity(ies) shown in the above Schedule as an "additional insured".

All other terms and conditions remain unchanged.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NON-CONTRIBUTORY**

This endorsement modifies insurance provided under the following:

**CONTRACTORS PROFESSIONAL AND PROTECTIVE INDEMNITY PLUS (CPPI+)**

**SECTION V. - CONDITION Other Insurance** Item 18 c. is deleted and replaced with the following:

- c. The coverage afforded under this Policy for an "additional insured" is primary and non-contributory to any other insurance available to such "additional insured" when required by written contract or written agreement between the "insured" and the "additional insured" executed prior to a "claim" or "pollution incident" involving such "additional insured". However, to the extent that the "additional insured" is named as an additional insured on another insurance policy that also provides primary and non-contributory coverage, we shall share with that other insurance as follows:

1. 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.
2. 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.

POLICY NUMBER:

Kana Pipeline, Inc



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

CONTRACTORS PROFESSIONAL AND PROTECTIVE INDEMNITY PLUS (CPPI+)

**SECTION V - CONDITIONS**, paragraph 11. **Subrogation** is deleted and replaced with the following:

### 11. Subrogation

In the event of any payment under this Policy, an "insured" will execute and deliver all requested instruments and papers to us and take whatever other actions are reasonably necessary and requested by us to exercise our rights of subrogation. An "insured" will do nothing to waive or prejudice our rights of subrogation. We will have priority over an "insured" in allocation of any recovery, and any amounts recovered in excess of our total payment and our cost of recovery will be paid to the "insured". The Policy Aggregate Limit of Insurance will be reinstated by the amount recovered by us, less our cost of recovery.

We waive our rights of subrogation under this Policy only to the extent such a waiver is required by written contract or written agreement executed by an "insured" prior to a "claim", "protective indemnity claim", "pollution incident", "professional incident", or "protective incident".

All other terms and conditions remain unchanged.

**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.

**CITY OF PLACENTIA  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
DUDEK CORPORATION**

THIS AGREEMENT is made and entered into this 16 day of November, 2021 (“Effective Date”), by and between the CITY OF PLACENTIA, a municipal corporation (“City”), and Dudek Corporation, a [state] [type of corporation] (“Consultant”).

**WITNESSETH:**

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide engineering and construction support services for upgrading the sanitary sewer collection system on Crowther Avenue, approximately 3,200 feet of sewer pipeline, 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

- (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 Thirty Two Thousand Two Hundred Fifty Five Dollars (\$32,255.00).

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. Such increase in additional fees shall be limited to 25% of the total contract sum or \$25,000 whichever is more. The City Engineer is authorized to approve a Change Order 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 November 16<sup>th</sup>, 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 of 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 than the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Consultant.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, each incident for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of \$1,000,000 per accident for any employee or employees of Consultant. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

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

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of

Workers' Compensation or to undertake self-insurance before commencing any of the work.

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

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

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

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

- (a) Additional insureds: "The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant's sole cost and expense."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Placentia, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Placentia shall be excess and not contributing with the insurance provided by this policy."

- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Placentia, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

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

## 6.0. GENERAL PROVISIONS

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

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

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

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

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement and who shall not be

changed by Consultant without the express written approval by the City. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

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

IF TO CONSULTANT:

Dudek Corporation  
605 Third Street  
Encinitas, California 92024 \_\_\_\_\_  
Tel: 760-942-5147  
Fax: 760-632-0164  
Attn: Russ Bergholz, P.E.

IF TO CITY:

City of Placentia  
401 E. Chapman  
Placentia, CA 92870  
Tel: 714-993-8132  
Fax: 714-528-4640  
Attn: Masoud Sepahi, P.E.

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

\_\_\_\_\_  
Craig S. Green, Mayor

Date: \_\_\_\_\_

ATTEST:

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

CONSULTANT

DocuSigned by:  
*Joseph Monaco*  
81A12CB5F28F42E...

Date: 11/4/2021 | 2:14:12 PM PDT

Signature

Joseph Monaco President and Chief Executive Officer

Name and Title

95-3873865

\_\_\_\_\_  
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

\_\_\_\_\_  
Christian L. Bettenhausen, City Attorney

Date: \_\_\_\_\_

APPROVED AS TO INSURANCE:

\_\_\_\_\_  
Rosanna Ramirez, Risk Management

Date: \_\_\_\_\_

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Masoud Sepahi, Project Manager

Date: \_\_\_\_\_

DEPARTMENTAL APPROVAL

\_\_\_\_\_  
Luis Estevez, Deputy City Administrator

Date: \_\_\_\_\_

**EXHIBIT A**  
**CONSULTANT'S PROPOSAL**

May 21, 2021

Masoud Sepahi, PE  
City Engineer  
City of Placentia  
401 E. Chapman Ave  
Placentia, CA 92870

*Subject: Proposal for Construction Support Services for the Crowther Sewer Project*

Dear Mr. Sepahi:

Dudek is pleased to submit this proposal to the City of Placentia for engineering support services during the construction of the Crowther Sewer Pipeline project. The following scope of work provides our estimated level of involvement during the construction and closeout stages of the project. Our level of effort associated with each task is estimated in the following fee estimate table.

## 1 Scope of Work

The following scope of work is based on Dudek's understanding of the project and tasks related to similar projects of this nature.

### 1.1 Task 1 – Pre-Construction and Submittals

- Dudek will prepare conformed construction documents, if needed or required.
- Dudek will attend the pre-construction meeting and support the City in presenting the project requirements.
- Submittal Review: Dudek estimates up to a total of 40 technical submittals will be required for the project. Total number of estimate submittals includes any submittal, either initial submittal any subsequent resubmittal.

### 1.2 Task 2 – Requests for Information and Site Meetings

- Dudek will support the City in addressing up to 20 request for information through-out the construction process.
- Dudek will attend up to three (3) site visits as requested during the construction phase.

### 1.3 Task 3 – Record Drawings

- Based on contractor and construction manager consolidated red-line markups of the design drawings, Dudek will prepare the record drawings of the as-built sewer pipeline. Record drawings will be provided in both PDF and AutoCAD format.

Mr. Sepahi

Subject: Crowther Sewer Pipeline – Construction Support Services Proposal

## 4 Fee

Dudek proposes a time and materials budget not-to-exceed without prior authorization of \$32,255 for the scope of work outlined above. Estimated level effort is based on projects of similar nature, but may vary depending on site conditions or the quality/experience of the construction contractor. All labor effort is provided on an as needed basis.

Project Team Role: Team Member: Billable Rate :	Labor Hours and Rates				TOTAL HOURS	DUDEK LABOR COST	ODC's	TOTAL FEE
	PIC/PM	Senior Engineer	Project Engineer	Designer				
	RB	BL	SN	NH				
	\$265	\$225	\$205	\$180				
<b>Task 1 - Pre-Construction and Submittals</b>								
1.1 Conformed Drawings	2	8		8	18	\$ 3,770		\$ 3,770
1.2 Pre-Construction Meeting	2	2			4	\$ 980	\$ 100	\$ 1,080
1.3 Submittals (40)	4	40	20		64	\$ 14,160		\$ 14,160
<b>Subtotal Task 1</b>	<b>8</b>	<b>50</b>	<b>20</b>	<b>8</b>	<b>86</b>	<b>\$ 18,910</b>	<b>\$ 100</b>	<b>\$ 19,010</b>
<b>Task 2 - RFIs and Site Meetings</b>								
2.1 Requests for Information (20)	4	10	10		24	\$ 5,360		\$ 5,360
2.2 Site Visits (3)	6	6			12	\$ 2,940	\$ 300	\$ 3,240
<b>Subtotal Task 2</b>	<b>10</b>	<b>16</b>	<b>10</b>		<b>36</b>	<b>\$ 8,300</b>	<b>\$ 300</b>	<b>\$ 8,600</b>
<b>Task 3 - Record Drawings</b>								
3.1 Record Drawings	1	4		16	21	\$ 4,045	\$ 600	\$ 4,645
<b>Subtotal Task 3</b>	<b>1</b>	<b>4</b>		<b>16</b>	<b>21</b>	<b>\$ 4,045</b>	<b>\$ 600</b>	<b>\$ 4,645</b>
<b>Total Hours and Fee</b>	<b>19</b>	<b>70</b>	<b>30</b>	<b>24</b>	<b>143</b>	<b>\$31,255</b>	<b>\$ 1,000</b>	<b>\$ 32,255</b>

Please feel free to call or email me at 760-479-4107/rbergholz@dudek.com if you have questions regarding our proposal. We look forward to getting started.

Sincerely,



Russ Bergholz, PE PMP  
Principal

**EXHIBIT B**  
**CERTIFICATES OF INSURANCE AND ENDORSEMENTS**



# Additional Insured – Owners, Lessees Or Contractors – Scheduled Person Or Organization



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Policy No. GLO0146311

Effective Date: 8/28/2021

This endorsement modifies insurance provided under the:  
**Commercial General Liability Coverage Part**

## SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT, AGREEMENT OR PERMIT.	ALL LOCATIONS

**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 of this endorsement, 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 in such Schedule.**

**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.**

**All other terms, conditions, provisions and exclusions of this policy remain the same.**

POLICY NUMBER: BAP0146329

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:** DUDEK

**Endorsement Effective Date:** 8/28/2021

### **SCHEDULE**

**Name Of Person(s) Or Organization(s):**

ANY PERSON OR ORGANIZATION TO WHOM OR WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

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.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

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

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

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

**Named Insured:** DUDEK

**Endorsement Effective Date:** 8/28/2021

**SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

ANY PERSON OR ORGANIZATION YOU ARE REQUIRED TO WAIVE YOUR RIGHTS OF RECOVERY IN A WRITTEN CONTRACT, AGREEMENT OR PERMIT WITH THE NAMED INSURED.

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

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

# Additional Insured – Owners, Lessees Or Contractors – Completed Operations



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

Policy No. GLO0146311	Effective Date: 8/28/2021
-----------------------	---------------------------

This endorsement modifies insurance provided under the:  
**Commercial General Liability Coverage Part**

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS IN A WRITTEN CONTRACT, AGREEMENT OR PERMIT.	ALL LOCATIONS

**Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule of this endorsement, 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 such Schedule, performed for that additional insured and included in the "products-completed operations hazard".**

**All other terms, conditions, provisions and exclusions of this policy remain the same.**

## Other Insurance Amendment – Primary And Non-Contributory



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO0146311	8/28/2021	8/28/2022	8/28/2021	37385000	INCL	

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**Named Insured:** DUDEK

**Address (including ZIP Code):** 605 THIRD STREET ENCINITAS CA92024

This endorsement modifies insurance provided under the:

**Commercial General Liability Coverage Part**

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

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

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by a written contract or written agreement that this insurance would be primary and would 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 written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

All other terms and conditions of this policy remain unchanged.

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY**

**WC 00 03 13**

WC0146330

Dudek

8/28/20218/28/2022

(Ed. 4-84)

**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 YOU ARE REQUIRED TO WAIVE YOUR RIGHTS OF RECOVERY IN A WRITTEN CONTRACT, AGREEMENT OR PERMIT WITH THE NAMED INSURED.

**WC 00 03 13**

(Ed. 4-84)

© 1983 National Council on Compensation Insurance.



# Placentia City Council

## AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: CITY ADMINISTRATOR

DATE: NOVEMBER 16, 2021

SUBJECT: **STUDY SESSION: LOCAL CAMPAIGN FINANCE REFORM**

FISCAL  
IMPACT: NONE

### **SUMMARY:**

Due to recent changes in the City's electoral system, and to prevent special interests from exerting a disproportionate influence over City elections, the City Council may consider a campaign finance reform ordinance that limits the amount individuals and entities may contribute to City elections, prohibits contributing donations to unrelated campaigns, imposes increased financial disclosure requirements and provides incentives if a candidate voluntarily agrees to limit campaign expenditures.

### **RECOMMENDATION:**

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

1. Receive and file the staff report and presentation; and
2. Ask any questions of Staff; and
3. Provide Staff with direction regarding the draft Local Campaign Finance Reform Ordinance and returning with the introduction of the Ordinance for the City Council's consideration.

### **DISCUSSION:**

At the City's General Municipal Election held on November 8, 2016, the voters approved a measure to amend the City Charter, providing for the election of City Councilmembers by district. On June 19th, 2018, the City Council adopted an ordinance establishing the boundaries for the five (5) City Council districts. In subsequent elections, the City has seen an influx of campaign contributions to city council candidates from wealthy outside individuals and entities. Specifically, the Orange County Fire Authority (OCFA) and the National Democratic Party donated approximately \$30,000 to a single candidate in a recent election.

**3. d.**  
**Nov. 16, 2021**

When City Council members were elected at-large by voters of the entire City, campaign costs were necessarily higher in order to campaign throughout the entire City. Campaign costs in the City's current district-based electoral system are necessarily lower given that a candidate need only campaign within a portion of the City.

At the October 20, 2020 City Council meeting, the City Council gave direction to use an ad hoc committee to consider various campaign finance reforms in light of the City's new district-based election system to eliminate the harm posed by large outside donations, enhance local participation, and to preserve local control over City elections. Councilmembers Craig Green and Chad Wanke were appointed to serve on the Campaign Finance Reform Ad-Hoc Committee. Subsequently, Councilmember Wanke was unable to serve. During that time, Mayor Ward Smith expressed an interest in serving on the Committee. After discussion with Councilmember Wanke about his interest, Mayor Smith began to serve on the Committee.

Charter cities like Placentia have authority to establish the rules and regulations governing the conduct of municipal elections, but recent State law imposed a default limit for campaign contributions in cities that do not have such limits. The new State law applies to charter cities. The limit is currently \$4,700. Many cities in Orange County limit the amount a person can contribute to a candidate, ranging from \$250 (Laguna Woods) to \$4,000 (Buena Park).

While cities can limit the amount a person or entity may contribute to a candidate for local office, it cannot limit the amount a candidate can expend upon his/her campaign. Courts have held such restrictions invalid. However, cities can enact ordinances that provide incentives to candidates who voluntarily limit their expenditures. This helps keep City elections within the control of the voters in the City instead of allowing large outside donations from special interest individuals and entities seeking to influence the voice of the people.

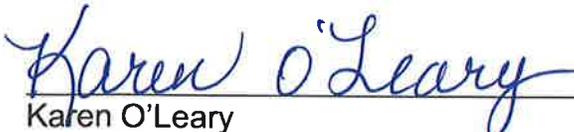
The proposed ordinance does four (4) things:

1. Imposes a mandatory \$250 campaign contribution limit per person or entity on candidates for city council.
2. Prohibits a candidate for City office, including incumbents, from donating or contributing campaign contributions to a candidate or committee that has no direct effect on the City of Placentia.
3. Affords incentives to those candidates who voluntarily agree to limit campaign expenditures to no more than \$15,000. These incentives include:
  - » Posting of a candidate statement and photograph on the City's website and identification as a participant in full compliance with the City's Voluntary Campaign Expenditure Limit program;
  - » Identification in the newspaper and in a City press release that the candidate is a participant in full compliance with the program.
4. Imposes campaign financial disclosure requirements in addition to those required by State law.

The proposed ordinance adds Chapter 2.56 to the Municipal Code and would be enforced like any other ordinance of the City. Violations would be subject to criminal or civil penalties after a cure period afforded for each violation.

It should be noted that the City Council has discretion to establish a different limit for campaign contributions or expenditures so long as the limits are not so low that they hinder the ability of a candidate to conduct a meaningful campaign.

Prepared by:

  
\_\_\_\_\_  
Karen O'Leary  
Deputy City Clerk

Reviewed and approved:

  
\_\_\_\_\_  
Rosanna Ramirez  
Deputy City Administrator

Reviewed and approved:

  
\_\_\_\_\_  
Christian Bettenhausen  
City Attorney

Reviewed and approved:

  
\_\_\_\_\_  
Damien R. Arrula  
City Administrator

Attachments:

1. Proposed Ordinance
2. Presentation

ORDINANCE NO. O-2021-XX

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, ADDING CHAPTER 2.56 (“CAMPAIGN CONTRIBUTION LIMITS”) TO TITLE 2 (“ADMINISTRATION AND PERSONNEL”) OF THE PLACENTIA MUNICIPAL CODE RELATING TO CAMPAIGN CONTRIBUTION LIMITS.**

**WHEREAS**, the City of Placentia (“City”) currently does not have campaign contribution limits, but recent changes in State law impose a default limit on cities without campaign contribution limits (Assembly Bill 571); and

**WHEREAS**, Article XI, Section 5(b) of the California Constitution authorizes charter cities to provide in their charter for the conduct of city elections; and

**WHEREAS**, Section 1102 of the Placentia City Charter provides that the City of Placentia can deviate from state laws governing elections by ordinance; and

**WHEREAS**, the City recently changed from an at-large electoral system to a district-based election system which significantly reduces the scope of a campaign for City Council; and

**WHEREAS**, The City Council for the City of Placentia finds that unrestrained monetary contributions to political campaigns from individuals or organizations can result in individuals and organizations exerting a controlling influence on the election of candidates; and

**WHEREAS**, The City Council further finds that encouraging candidates to voluntarily limit overall expenditures in campaigns encourages city council candidates and incumbents to spend less time fundraising and more time communicating on issues of importance to voters; and

**WHEREAS**, The City Council finds that limiting the amount individuals and organizations can contribute to political campaigns, encouraging voluntary limits on campaign expenditures, and prohibiting the donation of campaign contributions to candidates for elective office or committees with no connection to the City are in the best interest of the voters of the City of Placentia; and

**WHEREAS**, Government Code Section 84211 requires disclosure of campaign contributions totaling \$100 or more and Government Code Section 84200 requires this disclosure no later than July 31 and January 31; and

**WHEREAS**, The City Council finds that increasing disclosure frequency and reducing the contribution amount required to be disclosed will provide greater transparency in the electoral process to the benefit of the voters of the City of Placentia; and

**WHEREAS**, the City of Placentia, California, pursuant to the provisions of the California Environmental Quality Act (“CEQA”) (Cal. Pub. Res, § 21000) and State CEQA guidelines (14 CCR 15000), has determined that this ordinance is exempt pursuant to Section 15601(b)(3) of Title 14 of the California Code of Regulations.

**NOW THEREFORE, BE IT ORDAINED, BY THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, AS FOLLOWS:**

**SECTION 1.** All of the above recitals are correct and are hereby incorporated by reference.

**SECTION 2.** Chapter 2.56 (“CAMPAIGN CONTRIBUTION LIMITS”) of Title 2 (“ADMINISTRATION AND PERSONNEL”) of the Placentia Municipal Code is hereby added as follows:

Chapter 2.56 – CAMPAIGN CONTRIBUTION LIMITS

Section 2.56.010 - Purpose

The city council finds and declares:

A. Monetary contributions to political campaigns are a legitimate form of participation in the American political process, but the financial strength of individuals or organizations should not permit them to exercise a controlling influence on the election of candidates.

B. Inherent to the cost of election campaigning is the problem of improper influence, real or potential, exercised by campaign contributors over elected officials. The city council intends this Chapter to preserve an orderly political forum in which individuals and groups may express themselves effectively; to minimize the improper influence, real or potential, of campaign contributors over the city’s elected officials; to place realistic enforceable limits on the amounts of money that may be contributed to political campaigns in municipal elections for city offices; and to provide full and fair enforcement of all the provisions of this Chapter.

C. The city council enacts this chapter to accomplish the following purposes:

1. To ensure that individuals and interest groups have a fair and equitable opportunity to participate in the city’s electoral process.
2. To minimize the potentially corrupting influence and appearance of corruption caused by excessive contributions and expenditures in campaigns by providing for reasonable voluntary campaign expenditure limitations and mandatory campaign contribution limitations for city council candidates.

3. To limit overall expenditures in campaigns, thereby allowing candidates for city office and incumbents to spend less time fundraising and more time communicating on issues of importance to voters.

4. To provide impartial and noncoercive incentives that encourage candidates for city office to agree to voluntarily limit campaign expenditures.

Section 2.56.020 – Definitions.

“Person” shall mean an individual, proprietorship, firm, partnership, joint venture, syndicate, business trust, company, corporation, limited liability company, association, committee and any other organization or group of persons acting in concert.

Section 2.56.030 – Voluntary Campaign Expenditure Limitations Option.

Each candidate for election or reelection to city office shall, prior to the time he or she files nomination papers with the city, advise the city in writing whether or not the candidate will opt to voluntarily limit his or her campaign expenditures and fundraising in accordance with the voluntary limits set forth in this Chapter. The agreement to voluntarily limit campaign expenditures shall pertain to all expenditures incurred by the candidate or the candidate’s committee in support of his or her candidacy and shall include such expenditures which a candidate is required to report pursuant to state law, whether those expenditures are made before or after the filing of nomination papers.

Section 2.56.040 – Benefits and Incentives.

A. The candidate will receive the benefits and incentives prescribed in subsection (B) when the candidate does each of the following:

1. Voluntarily agrees to limit campaign expenditures in accordance with this Chapter;
2. Thereafter abides by that agreement;
3. Forms a controlled campaign committee in accordance with Government Code Section 84101, regardless of whether the candidate intends to make expenditures in the minimum amount established by Title 9, Chapter 4 of the Government Code;
4. Maintains electronic campaign finance records from January 1 through December 31 for each election year, or from the date the candidate begins receiving contributions and/or making expenditures;
5. Either spends \$1,000.00 in support of his or her candidacy or procures 250 signatures of voters within the city if the candidate is seeking election or reelection to a city office other than city councilmember, or procures 50 signatures of voters

within the relevant district if the candidate is seeking election or reelection to the city council.

B. A candidate who performs each of the acts set forth in subsection (A) shall receive:

1. Prominent identification on the city's website that the candidate is a participant in, and in full compliance with, the city's voluntary expenditure limit ordinance using a candidate photograph and a written statement from the candidate of no more than 400 words. The candidate statement must comply with Elections Code Section 13307(a)(1). The city shall include with the identification a disclaimer that:

- (a) The candidate's photograph and statement are posted without editing by city staff;
- (b) The statement does not reflect the city's official position on issues addressed in the statement;
- (c) The identification is not an endorsement of any person's candidacy; and
- (d) The identification is intended to provide information to assist voters in determining who to vote for.

2. Identification in a newspaper of general circulation in the city and in a press release by the city indicating that the candidate is a participant in the voluntary expenditure limit program.

C. A candidate who agrees to the voluntary expenditure limits set forth in paragraph A and who thereafter receives any of the benefits set forth in paragraph B shall not exceed the expenditure limit set forth in Section 2.56.050.

#### Section 2.56.050 – Amount of Voluntarily Limited Campaign Expenditures.

A. Candidates who agree to adhere to the voluntary campaign expenditure limitations in accordance with this chapter shall be allowed to spend on their city council campaign no more than \$15,000.00.

B. The voluntary campaign expenditure limitation called for by this section shall include any expenditures made by the candidate or by the candidate's campaign committee in connection with the preparation and publication of the candidate's statement of qualifications in the sample ballot pamphlet.

#### Section 2.56.060 - Campaign Contribution Limit.

A person shall not make to a candidate for elective city office, and a candidate for elective city office shall not accept from a person, a contribution totaling more than \$250 per election. For purposes of this section, contributions include both financial contributions and loans.

#### Section 2.56.070 – Local Expenditure Restriction

A candidate for elective city office, including an incumbent seeking reelection, shall not donate or contribute campaign contributions to a candidate or ballot measure committee that has no direct connection to, or effect on, the City of Placentia.

Examples of prohibited donations or contributions under this section include donations to candidates for elective city office in another jurisdiction including those candidates who, if elected, may be appointed to regional offices that serve areas within the City of Placentia, candidates for State or federal office that are not elected by the voters of the City of Placentia, and ballot measure committees that, if the measure was enacted, would not apply to the City of Placentia.

Examples of permitted donations or contributions under this section include donations to non-profit entities that are reasonably related to a political, legislative or governmental purpose, donations or contributions to candidates for Orange County Board of Supervisors who are elected by voters in the City of Placentia, candidates for districts that are elected by voters in the City of Placentia, candidates for State or federal office that are elected by voters of the City of Placentia, and ballot measure committees that, if the measure was enacted, would apply to the City of Placentia.

#### Section 2.56.080 – Additional Disclosure Requirements

In addition to the campaign contribution and expenditure disclosure requirements required by State law, candidates for elective city office shall disclose in the same manner all contributions and expenditures within 48 hours and shall file the required disclosure forms on August 1, September 15 and October 15 during the election cycle.

#### Section 2.56.090 – Penalties for Violation.

Any violation of this chapter shall be subject to enforcement and penalties pursuant to Chapters 1.08 and 1.10 of the Placentia Municipal Code. Prior to any official enforcement action, the city shall issue a letter to any person in violation of this chapter affording an opportunity to cure the violation and thereby avoid official enforcement action.

**SECTION 3.** If any section, subsection, clause or phrase or portion of this code 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 all other provisions of this ordinance. The City Council hereby declares that it would have passed the ordinance codified in this chapter, and each section, subsection, sentence, clause and phrase or portion thereof, irrespective of the fact that any one or more of the sections, subsections, sentences, clauses, or phrases or portions thereof be declared invalid or unconstitutional.

**SECTION 4.** The City Clerk shall certify to the passage and adoption of this ordinance and shall cause the same to be published in the same manner required by law. This ordinance shall become effective thirty (30) days from and after its passage.

**INTRODUCED** at a regular meeting of the City Council of the City of Placentia held on \_\_\_\_\_, 2021.

**PASSED, APPROVED AND ADOPTED THIS \_\_\_ DAY OF \_\_\_\_\_ 2021.**

\_\_\_\_\_  
Craig Green, Mayor

ATTEST:

\_\_\_\_\_  
Robert S. McKinnell  
City Clerk

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

I, Robert S. McKinnell, City Clerk for the City of Placentia, do hereby certify that the above and foregoing is a true and correct copy of Ordinance No. \_\_\_\_ introduced at a Regular Meeting of the City Council on \_\_\_\_\_, 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 roll call vote:

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

\_\_\_\_\_  
Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Christian Bettenhausen, City Attorney



*City of Placentia*

**Local Campaign  
Finance Reform**

**November 16, 2021**

**Presented by Keith F. Collins, Deputy City Attorney**

---

# Background



# Background

---

- In prior elections, special interest groups have contributed large amounts toward City campaigns.
- Recently, over \$30,000 was contributed to a single candidate by outside entities.
- The lack of campaign finance regulations gives outside entities the ability to have a significant impact on what should be a local election.



# Background

---

- Campaign costs in the City's current district-based electoral system are necessarily lower than the prior at-large system given that a candidate need only campaign within a portion of the City.
- The City Council gave direction on October 20, 2020, to establish an ad-hoc committee to consider various campaign finance reforms in light of the City's new district-based election system, the harm posed by large outside donations, and to preserve local control over City elections.



# Background

---

- Beginning January 1, 2021, State law imposed a default limit for campaign contributions in cities that do not have such limits. The limit is currently \$4,700 but cities have the authority set a different amount.
- Charter cities have authority to establish the rules and regulations governing the conduct of municipal elections.
- Many cities in Orange County limit the amount a person can contribute to a candidate, ranging from \$250 (Laguna Woods) to \$4,000 (Buena Park).



# Orange County Cities with Contribution Limits

City	Limit
Irvine	\$300
Anaheim	\$1,500
Buena Park	\$4,000
Dana Point	\$760
Fountain Valley	\$500
Laguna Beach	\$440
Laguna Niguel	\$250
Laguna Woods	\$250
Newport Beach	\$1,200
Orange	\$1,000
San Juan Capistrano	\$500
Santa Ana	\$1,000
Seal Beach	\$500



---

# Goals



## Goals of the Ad-Hoc Committee

---

- Promote maximum transparency in city elections.
- Establish local rules that limit individual donations and establish a voluntary expenditure limit.
- Ensure campaign contributions from within the City are used for campaign purposes that affect the City.
- Enhance local participation in City elections while minimizing outside influence.



---

# Recommendations



# Committee Recommendations

---

- Based on a survey of other local agencies, the ad-hoc committee recommends the Council consider an ordinance that:
  1. Imposes a mandatory \$250 campaign contribution/loan limit per person or entity on candidates for elective city office to minimize outside influence.



# Committee Recommendations

---

- Based on a survey of other local agencies, the ad hoc committee recommends the Council consider an ordinance that:

2. Imposes a voluntary expenditure limit of \$15,000 in exchange for certain benefits to minimize outside special interest influence.

- Newspaper and press release
- Identification on City's website



# Committee Recommendations

---

- Based on a survey of other local agencies, the ad-hoc committee recommends the Council consider an ordinance that:

3. Prohibits the donation of campaign contributions by candidates to campaigns that have no direct effect on the City to keep local political contributions local.



# Committee Recommendations

---

- Based on a survey of other local agencies, the ad-hoc committee recommends the Council consider an ordinance that:

4. Increases the frequency that a candidate must disclose contributions and expenditures to increase transparency.



# Committee Recommendations

---

State law requires all candidates file a Form 460 twice during the election cycle to disclose all receipts and expenditures when the candidate raises or spends \$2,000.

The recommendation would add three additional filing requirements due on August 1, September 15 and October 15 during the election cycle.



# Questions & Comments

