Regular Meeting Agenda
January 10, 2023

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 February 9, 2022 it was reported that the COVID-19 pandemic had killed more than 81,811 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.

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. 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 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
January 10, 2023

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 Ward L. Smith
District 5

Mayor Pro Tem Jeremy B. Yamaguchi
Councilmember
District 3

Kevin Kirwin
Councilmember
District 2

Rhonda Shader
Councilmember
District 1

Mayor Pro Tem Chad P. Wanke
District 4

Robert S. McKinnell
City Clerk

Kevin A. Larson
City Treasurer

Damien R. Arrula
City Administrator

Christian L. Bettenhausen
City Attorney

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

Phone: (714) 993-8117
Fax: (714) 961-0283
Email:
administration@placentia.org
Website: www.placentia.org

Mission Statement

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

Vision Statement

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

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

Procedures for Addressing the Council/Board Members

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

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

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

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
January 10, 2023
5:30 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA

CALL TO ORDER:

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

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.

Pursuant to Government Code Section 54956.8
CONFERENCE WITH REAL PROPERT NEGOTIATOR
Property 117 N. Main Street
Agency Negotiator Damien R. Arrula, City Administrator
Negotiating Party Damien R. Arrula, City Administrator
Under Negotiations Price and Terms of Payment

Pursuant to Government Code Section 54956.8
CONFERENCE WITH REAL PROPERT NEGOTIATOR
Property 207 W. Chapman Avenue
Agency Negotiator Damien R. Arrula, City Administrator
Negotiating Party Damien R. Arrula, City Administrator
Under Negotiations Price and Terms of Payment

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
January 10, 2023
7:00 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA

CALL TO ORDER:

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

INVOCATION: Chaplain Tony Mercado

PLEDGE OF ALLEGIANCE: Fire Engineer Dustin Sundahl

PRESENTATIONS:

1. **Farewell Video Presentation – U.S. Rep. Young Kim (CA-39)**
   Recipients: City Council

2. **OCTA: Measure M2 Streets and Roads Milestone**
   Presenter: Adriann Cardoso, OCTA
   Recipients: City Council and City Administrator

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

1.a. **Consideration to Waive Reading in Full of all Ordinances and Resolutions**
Fiscal Impact: None
Recommended Action: Approve

1.b. **City Fiscal Year 2022-23 Registers for January 10, 2023**
Check Register
Fiscal Impact: $3,512,793.22
Electronic Disbursement Register
Fiscal Impact: $1,440,637.49
Recommended Action: It is recommended that the City Council:
1) Receive and file

1.c. **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-2023-01, 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. **Professional Services Agreement for Local Hazard Mitigation Plan Preparation Services with Foster Morrison Consulting Ltd.**
Fiscal Impact:
Expense: $71,645
Budgeted: $90,000 (799203-6770)
Recommended Action: It is recommended that the City Council:
1) Approve the Professional Services Agreement with Foster Morrison Consulting, Ltd. in the not-to-exceed amount of $71,645 to prepare a comprehensive Local Hazard Mitigation Plan for the City of Placentia; and
2) Authorize the City Manager to execute the necessary documents, subject to the City Attorney making non-substantive changes

1.e. **Consolidation and Extension of Existing Remote Surveillance Camera System with Additional Equipment Purchase**
Fiscal Impact:
Expense: $ 28,979 Total Maximum Purchase Price (101523-6840)
$ 68,340 Recurring Hosting and Monitoring (Per Year)
$ 23,400 Contingency/Maintenance Fund (101523-6840)
Budgeted: $ 120,719 (101523-6290)

Recommended Action: It is recommended that the City Council:
1) Approve the contract amendments authorizing increase in the total amount of $205,020 for the three (3) year term; and
2) Authorize the City Administrator to purchase new one-time equipment in the total amount of $28,979; and
3) Authorize a 10% contingency for all necessary upgrades, repairs, and change orders, not to exceed $23,400; and
4) Authorize the City Administrator or their designee to execute all necessary documents, in a form approved by the City Attorney.

1.f. **Acceptance of Construction Work and Notice of Completion for the ADA Access Ramp Installation Project, City Project No. 1305**
Fiscal Impact:

Expense:	$175,050.00	Construction Contract
	$-40,940.00	Change Order No. 1
	$134,110.00	Total Construction Cost
Available Budget:	$192,600.00	Total FY 2022-23 CIP Budget
	$192,600.00	Measure U Fund (791305-6740)

Recommended Action:

1) Authorize the City Administrator to approve Contract Change Order No. 1 with Martinez Concrete, Inc., in the credit amount of $40,940.00; and
2) Accept the work performed by Martinez Concrete, Inc., for construction of the ADA Access Ramp Installation Project, City Project No. 1305 for a grand total amount of $134,110.00; and
3) Authorize the City Administrator to file a Notice of Completion with the Orange County Clerk-Recorder's Office for the Project; and
4) Authorize the City Administrator to release retention funds in accordance with the terms of the contract.

1.g. **Tentative Tract Map (TTM) No. 19251: A Proposed Tract Map to Subdivide an Approximately 0.40-Acre Lot with 12 Residential Townhome Condominium Units Located Along the West Side of Van Buren Street, at 503 and 513 South Van Buren Street Within the High Density Residential (R-3) Zoning District**

Fiscal Impact:

Revenue: $203,462 Development Impact Fees

Recommended Action: It is recommended that the City Council:

1) Adopt Resolution No. R-2023-02, A Resolution of the City Council of the City of Placentia, California adopting a Categorical Exemption pursuant to the California Environmental Quality Act (Public Resources Code §§ 21000-21177 and §15000 et seq. of Title 14 of the California Code Of Regulations) (CEQA) and approving Tentative Tract Map (TTM) 19251 for the subdivision of 12 residential townhome units for condominium purposes on a 0.40-acre lot located within the High Density Residential (R-3) Zoning District and sited on property located at 503 and 513 South Van Buren Street.

1.h. **Resolution to Amend the Pay Schedule for Part-Time Employees in Compliance with the State Minimum Wage Increase**

Fiscal Impact:

FY22-23 $9,750 ($19,500 annually) in account 104071-5005.

Recommended Action: It is recommended that the City Council:

1) Adopt Resolution No. R-2023-03 amending the pay schedule for part-time employees to reflect state minimum wage requirements; and
2) Approve a budget amendment in the prorated amount of $9,750 from the General Fund's fund balance for the remainder of the fiscal year.

1.i. **Recognized Obligation Payment Schedule (ROPS 23-24) For July 1, 2023 through June 30, 2024**

Fiscal Impact:

RPTTF Funded Non-Admin Obligations:	$1,469,576
Other Funds Funded Obligations:	$ 37,583
RPTTF Funded Administrative Overhead:	$ 120,876
Total ROPS 23-24 Expenditure Request:	$1,628,035

Recommended Action: It is recommended that the City Council:

1) Approve Resolution RSA-2023-01, a Resolution of the City Council of the City of Placentia, California, acting as the Successor Agency to the Redevelopment Agency of the City of Placentia, approving and adopting the Recognized Obligation Payment Schedule for the period of July 1, 2023 to June 30, 2024 (ROPS 23-24).

2. PUBLIC HEARINGS: None

3. REGULAR AGENDA:

3.a. **Approval of Plans & Specifications and Award of Construction Contract to TTS Engineering Inc, for Phase I Construction of the Placentia Public Safety Center Project, Project No. 5213, and Approve Amendment No. 2 to Professional Services Agreement with Totum Corporation for Construction Management and Inspection Services, and Approve Professional Services with Geocon Inc., for Geotechnical Testing and Inspection Services**

Fiscal Impact:

Expense:	$1,324,000	Construction Contract Amount
	$ 132,400	Total Construction Contingency Amount
	$ 338,000	Total CM & Inspection Contract Amount
	$ 54,000	Total Geotechnical Contract Amount
	$1,848,400	Total Amount
Available Budget:		
	$5,007,150	Fiscal Year 2022-23 CIP Budget (105213-6850 JL#229999-6850)

Recommended Action:

1) Approve the engineered and architectural construction plans & specifications prepared by PBK Architects, Inc., and approve a Public Works Agreement with TTS Engineering Inc., for Phase I Construction of the Placentia Public Safety Center in the amount of $1,324,000; and
2) Reject all other bids received and authorize return of the bid bonds; and
3) Authorize the City Administrator to approve contract change orders up to ten percent (10%) of the contract amount, or $132,400, for a total construction contract not-to-exceed amount of $1,456,400; and
4) Approve Amendment No. 2 to a professional services agreement with Totum Corp for project construction management and inspection services in the amount of $338,000; and
5) Authorize the City Administrator to approve contract change orders up to 10%, or $33,800; and
6) Approve a professional services agreement with Geocon Inc., for project geotechnical testing and inspection services in the amount of $54,000; and
7) Authorize the City Administrator to approve contract change orders up to 10%, or $5,400; and
8) Authorize the City Administrator to approve all agreements in a form approved by the City Attorney.

3.b. **Annual City Council Appointments to Various Intergovernmental Agencies, Associations, and City Subcommittees**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

1) Review the attached list of current appointments to the various intergovernmental agencies, associations, and City subcommittees and make appointments as desired; and
2) Consider having Mr. Craig S. Green serve on the Orange County Vector Control District Board of Trustees for the 2023 calendar year; and
3) Consider having Mr. Craig S. Green serve on the City's Senior/Community Center Blue-Ribbon Committee for the duration of the Committee; and
4) Direct Staff to notify the various intergovernmental agencies, associations, and City subcommittees of the City Council appointments.

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, January 24, 2023 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:

- Professional Services Agreement for the Formation of the Community Facilities District in Old Town
- NOC: Civic Center Pergola Replacement Project
- NOC: Old City Hall Office Renovation Project
- NOC: Old City Hall ADA Improvement Project
- Construction Contract for Main Street Parking Lot Project
- Amendment to Tree Trimming Contract
- Easement to SCE for Electrical Service Public Safety Center
- Citywide Print Management Contract
- Grant of Easement to Golden State Water Company at Jaycee Parkette

CERTIFICATION OF POSTING

I, Carole M. Wayman, 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 January 10, 2023 meetings of the City Council, Successor Agency, Industrial Commercial Development Authority, and the Placentia Public Financing Authority was posted on January 5, 2023.

_____
Carole M. Wayman
Deputy City Clerk

City of Placentia
Check Register
For 01/10/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Grand Total:	3,529,903.24				

Check Totals by ID	
AP	3,529,903.24
EP	0.00
IP	0.00
OP	0.00

Void Total:	17,110.02
Check Total:	3,512,793.22

Fund Name	Check Totals by Fund
101-General Fund (0010)	1,331,937.26
117-Measure U Fund (0079)	282,812.88
205-State Gas Tax (0017)	11,392.92
206-Gas Tax DebtFund (0052)	201,782.99
208-Sccssr Agncy Ret Oblg (0054)	844,708.57
209-State Gas Tax - RMRA (0060)	156,678.92
210-Measure M (0018)	156,678.91
225-Asset Seizure (0021)	4,732.33
227-Explorer Grant NOC (0076)	1,129.34
228-NOC-Public Safety Grant(0061)	176.00
231-Placentia Reg Nav Cent(0078)	138,313.25
233-Gen Plan Update Fees (0074)	3,945.00
238-City Traffic Impct Fees (0065)	19,000.00
243-City Quimby In Lieu Fee (0069)	12,778.92
246-TOD Traffic Impact Fees (0070)	505.00
247-TOD Sewer Impact Fees (0071)	73,352.25
248-TOD Strscape Impct Fee (0072)	621.82
249-TOD District CFD (0080)	64.52
260-Street Lighting Distrct (0028)	43,434.50
265-Landscape Maintenance (0029)	27,594.95
270-CDBG Fund (0030)	1,400.00
275-Sewer Maintenance (0048)	2,827.64
280-Misc Grants Fund (0050)	44,334.12
401-City Capital Projects (0033)	15,013.03
501-Refuse Administration (0037)	10,286.54
601-Employee Health & Wlfre (0039)	1,143.13
605-Risk Management (0040)	31,321.14
701-Special Deposits (0044)	94,827.29
Check Total:	**3,512,793.22**

1.b.
Jan 10, 2023

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 01/04/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
RV	CARPENTER ROTHANS & V012176	LITIGATION SERVICES	404582-6006 Litigation	AP112822	9,989.27	41938		00125396	12/02/2022
RV	CARPENTER ROTHANS & V012176	LITIGATION SERVICES	404582-6006 Litigation	AP112822	7,052.00	41939		00125396	12/02/2022
				Check Total:	**17,041.27**				
RV	LEMUS, SELENA HURTADO V010756	PD TRAINING MEALS, MILEAGE	213041-6250 Staff Training	AP120522	68.75	LEMUS121422M		00125525	12/09/2022
				Check Total:	**68.75**				
				Type Total:	**17,110.02**				
				Void Total:	**17,110.02**				

City of Placentia
Check Register
For 01/04/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	ALLIANT INSURANCE V007375	TREE LIGHTING LIABILITY INS	404582-6201 Liability Insurance Premiums	AP112822	321.00	2140529		00125384	12/02/2022
				Check Total:	**321.00**				
MW OH	AMAZON CAPITAL SERVICES V012336	HP DESKTOPS - HR AND FINANCE	101523-6840 Machinery & Equipment	AP112822	1,035.04	114W-WTW1-		00125385	12/02/2022
MW OH	AMAZON CAPITAL SERVICES V012336	COVID-19 SELF TEST KITS	103066-6362 Emergency Medical Supples	AP112822	331.50	11L1-GM3D-		00125385	12/02/2022
MW OH	AMAZON CAPITAL SERVICES V012336	OFFICE SUPPLIES	103550-6315 Office Supplies	AP112822	217.54	14TV-RDR7-		00125385	12/02/2022
MW OH	AMAZON CAPITAL SERVICES V012336	SD1 FD2 CAR SUPPLIES	103066-6301 Special Department Expenses	AP112822	84.04	1CJ1-1QTW-		00125385	12/02/2022
MW OH	AMAZON CAPITAL SERVICES V012336	SD1 FD2 KITCHEN SUPPLIES	103066-6301 Special Department Expenses	AP112822	250.21	1D9R-11P1-		00125385	12/02/2022
				Check Total:	**1,918.33**				
MW OH	AT & T V008736	11/13-12/12 KOCH PARK INTERNET	109595-6215 Telephone/Internet	AP112822	63.49	KP NOV 2022		00125386	12/02/2022
				Check Total:	**63.49**				
MW OH	AT & T MOBILITY V008709	11/8-12/7 IPAD CHARGES	109595-6215 Telephone/Internet	AP112822	590.54	X11152022		00125387	12/02/2022
				Check Total:	**590.54**				
MW OH	AT&T V004144	SEP-OCT PHONE CHARGES	109595-6215 Telephone/Internet	AP112822	2,861.23	111722		00125388	12/02/2022
MW OH	AT&T V004144	SEP-OCT PHONE CHARGES	109595-6215 / 21008-6215 Telephone/Internet	AP112822	0.67	111722		00125388	12/02/2022
MW OH	AT&T V004144	SEP-OCT PHONE CHARGES	296561-6215 Telephone/Internet	AP112822	54.12	111722		00125388	12/02/2022
MW OH	AT&T V004144	OCT-NOV PHONE SERVICE	296561-6215 Telephone/Internet	AP112822	1,402.47	12222		00125388	12/02/2022

City of Placentia
Check Register
For 01/04/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	AT&T V004144	OCT-NOV PHONE SERVICE	109595-6215 Telephone/Internet	AP112822	8,947.62	12222		00125388	12/02/2022
				Check Total:	**13,266.11**				
MW OH	AT&T MOBILITY V011025	10/14-11/13 PD FIRSTNET SVS	109595-6215 Telephone/Internet	AP112822	4,226.93	20429787		00125389	12/02/2022
				Check Total:	**4,226.93**				
MW OH	AXON ENTERPRISES INC V011762	HLO TRUCK CAMERA EQUIPMENT	213041-6840 Machinery & Equipment	AP112822	1,199.08	INUS107083		00125390	12/02/2022
				Check Total:	**1,199.08**				
MW OH	B & M LAWN & GARDEN V000127	RICE KNIFE	103655-6301 Special Department Expenses	AP112822	19.78	574036		00125391	12/02/2022
				Check Total:	**19.78**				
MW OH	BEE MAN, THE V000117	11/9 BEE REMOVAL SVC	103655-6130 Repair & Maint/Facilities	AP112822	195.00	120563		00125392	12/02/2022
				Check Total:	**195.00**				
MW OH	BLACKSTONE MEMORIAL V012401	VETERANS MONUMENT ENGRAVING	103040-6999 Other Expenditure	AP112822	1,050.00	41908		00125393	12/02/2022
				Check Total:	**1,050.00**				
MW OH	BUENA PARK PLAQUE & V011364	RETIREMENT PLAQUE - J. GOMEZ	103040-6301 Special Department Expenses	AP112822	23.65	21849		00125394	12/02/2022
				Check Total:	**23.65**				
MW OH	CARD QUEST INC. V004355	ID CARDS	101512-6301 Special Department Expenses	AP112822	387.70	121634		00125395	12/02/2022
				Check Total:	**387.70**				
MW OH	CHEMEX INDUSTRIES INC. V004683	GRAFFITI REMOVER	103652-6301 Special Department Expenses	AP112822	504.92	33802		00125397	12/02/2022
				Check Total:	**504.92**				

City of Placentia
Check Register
For 01/04/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	CITY OF ANAHEIM V000021	10/22 GUN BUYBACK POLICE SVS	503040-6301 / 233001-6301 Special Department Expenses	AP112822	1,195.76	PD005015		00125398	12/02/2022
				Check Total:	**1,195.76**				
MW OH	CITY OF FULLERTON V000385	10/22 GUN BUYBACK POLICE SVS	503040-6301 / 233001-6301 Special Department Expenses	AP112822	3,091.75	AR221938	P12679	00125399	12/02/2022
				Check Total:	**3,091.75**				
MW OH	COLANTUONO HIGHSMITH & V009754	SEP-OCT LEGAL SERVICES	101005-6006 Litigation	AP112822	525.12	53937		00125400	12/02/2022
MW OH	COLANTUONO HIGHSMITH & V009754	OCT SHARED LEGAL SERVICES	101005-6006 Litigation	AP112822	94.07	53938		00125400	12/02/2022
				Check Total:	**619.19**				
MW OH	COSTAR REALTY V012340	NOV REAL ESTATE DATABASE	109595-6999 Other Expenditure	AP112822	540.00	116783594-1		00125401	12/02/2022
				Check Total:	**540.00**				
MW OH	COUNTY OF ORANGE V008881	COYOTE CREEK SHARE COST	103593-6257 Licenses & Permits	AP112822	2,531.90	PW230338		00125402	12/02/2022
MW OH	COUNTY OF ORANGE V008881	OCT AFIS SERVICES	103040-6290 Dept. Contract Services	AP112822	1,956.00	V008881	P12530	00125402	12/02/2022
				Check Total:	**4,487.90**				
MW OH	CRAFCO INC. V009329	ASPHALT	103652-6132 Repair & Maintenance/Streets	AP112822	614.18	9402832493		00125403	12/02/2022
				Check Total:	**614.18**				
MW OH	DARDEN, ELIZABETH V007402	10/20 EVENT PERFORMER	109595-6999 Other Expenditure	AP112822	350.00	102022A		00125404	12/02/2022
				Check Total:	**350.00**				
MW OH	DDL TRAFFIC INC V011348	TS PREEMPTION DEVICES	652301-6741 Infrastructure - Traffic	AP112822	19,000.00	8208	P12611	00125405	12/02/2022

City of Placentia
Check Register
For 01/04/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	**19,000.00**				
MW OH	DIAMOND ENVIRONMENTAL V004152	PORTABLE RESTROOM RENTALS	103654-6130 Repair & Maint/Facilities	AP112822	60.14	0004313491		00125406	12/02/2022
				Check Total:	**60.14**				
MW OH	DONNA'S RADIUS MAPS V003081	HAMER ISLAND RADIUS MAP	742531-6099 Professional Services	AP112822	795.00	2022-453		00125407	12/02/2022
				Check Total:	**795.00**				
MW OH	ECHAVES, MIKE V012400	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP112822	100.00	30-22-169		00125408	12/02/2022
				Check Total:	**100.00**				
MW OH	ENTERPRISE FLEET V003312	NOV PD VEHICLE LEASE PMT	103041-6165 Vehicle Rental	AP112822	4,249.70	FBN4595156	P12531	00125409	12/02/2022
MW OH	ENTERPRISE FLEET V003312	NOV PD VEHICLE LEASE PMT	103042-6165 Vehicle Rental	AP112822	7,892.29	FBN4595156	P12531	00125409	12/02/2022
				Check Total:	**12,141.99**				
MW OH	EVANS GUN WORLD V003336	5/19 RANGE FEES	103043-6162 Range Training	AP112822	420.00	2125	P12691	00125410	12/02/2022
MW OH	EVANS GUN WORLD V003336	6/25 RANGE FEES	103043-6162 Range Training	AP112822	980.00	2126	P12691	00125410	12/02/2022
MW OH	EVANS GUN WORLD V003336	6/28 RANGE FEES	103043-6162 Range Training	AP112822	980.00	2127	P12691	00125410	12/02/2022
MW OH	EVANS GUN WORLD V003336	8/30 RANGE FEES	103043-6162 Range Training	AP112822	980.00	2128	P12691	00125410	12/02/2022
				Check Total:	**3,360.00**				
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP112822	12.09	102-175671	P12506	00125411	12/02/2022
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP112822	13.73	102-175699	P12506	00125411	12/02/2022

City of Placentia
Check Register
For 01/04/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP112822	79.12	102-175722	P12506	00125411	12/02/2022
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP112822	36.87	102-175965	P12506	00125411	12/02/2022
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP112822	4.35	102-176091	P12506	00125411	12/02/2022
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP112822	8.06	102-176092	P12506	00125411	12/02/2022
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP112822	350.02	102-176093	P12506	00125411	12/02/2022
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP112822	302.12	12-1970109	P12506	00125411	12/02/2022
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP112822	37.70	12-4961393	P12506	00125411	12/02/2022
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP112822	204.56	12-4971842	P12506	00125411	12/02/2022
				Check Total:	**1,048.62**				
MW OH	GALLS LLC V000438	PD UNIFORMS - PERRY	103040-6360 Uniforms	AP112822	387.91	022573869		00125412	12/02/2022
MW OH	GALLS LLC V000438	PD UNIFORMS - MILLSAP	103041-6360 Uniforms	AP112822	34.30	022585941		00125412	12/02/2022
MW OH	GALLS LLC V000438	PD UNIFORMS - INIGUEZ	103041-6360 Uniforms	AP112822	257.58	022616029		00125412	12/02/2022
MW OH	GALLS LLC V000438	PD UNIFORMS - PEREZ	103041-6360 Uniforms	AP112822	359.28	022628193		00125412	12/02/2022
MW OH	GALLS LLC V000438	PD UNIFORMS - PEREZ	103041-6360 Uniforms	AP112822	3.37	022628203		00125412	12/02/2022
MW OH	GALLS LLC V000438	PD UNIFORMS - PEREZ	103041-6360 Uniforms	AP112822	6.89	022628222		00125412	12/02/2022

City of Placentia
Check Register
For 01/04/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	GALLS LLC V000438	PD UNIFORMS - RADOMSKI	103040-6360 Uniforms	AP112822	83.86	022628248		00125412	12/02/2022
				Check Total:	**1,133.19**				
MW OH	GOLDEN STATE WATER V000928	OCT-NOV WATER CHARGES	109595-6335 Water	AP112822	5,194.83	111722		00125413	12/02/2022
MW OH	GOLDEN STATE WATER V000928	OCT-NOV WATER CHARGES	296561-6335 Water	AP112822	5,820.01	111722		00125413	12/02/2022
MW OH	GOLDEN STATE WATER V000928	SEP-NOV WATER CHARGES	109595-6335 Water	AP112822	108.95	112222		00125413	12/02/2022
				Check Total:	**11,123.79**				
MW OH	GONZALEZ, SANDRA V010618	LANSCAPE PLAN CHECK	0044-2006 / 22252-2006 Deposits Payable	AP112822	900.00	022-14A		00125414	12/02/2022
				Check Total:	**900.00**				
MW OH	GOVERNMENTJOBS.COM INC V012161	23-24 LICENCE & SUBSCRIPTION	101523-6136 Software Maintenance	AP112822	8,834.91	INV-31025		00125415	12/02/2022
				Check Total:	**8,834.91**				
MW OH	GRACIE GLOBAl LLC V012052	PD ARREST AND CONTROL REG	213041-6250 Staff Training	AP112822	1,200.00	ALCALA227233		00125416	12/02/2022
MW OH	GRACIE GLOBAl LLC V012052	PD ARREST AND CONTROL REG	213041-6250 Staff Training	AP112822	1,200.00	LEMUS0227233		00125416	12/02/2022
				Check Total:	**2,400.00**				
MW OH	GRANICUS INC. V007659	SHORT-TERM RENTAL MONITORING	102531-6099 Professional Services	AP112822	7,661.85	158596	P12604	00125417	12/02/2022
				Check Total:	**7,661.85**				
MW OH	HIRSCH PIPE AND SUPPLY V004494	PLUMBING SUPPLIES	103654-6130 Repair & Maint/Facilities	AP112822	193.95	8566400		00125418	12/02/2022
MW OH	HIRSCH PIPE AND SUPPLY V004494	PLUMBING SUPPLIES	103654-6130 Repair & Maint/Facilities	AP112822	215.25	8567736		00125418	12/02/2022

City of Placentia
Check Register
For 01/04/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	**409.20**				
MW OH	HR GREEN PACIFIC INC V010735	OCT CONSTRUCTION MGMT & INSP	791201-6740 Infrastructure - Streets	AP112822	21,612.50	156497A	P12548	00125419	12/02/2022
				Check Total:	**21,612.50**				
MW OH	JOE BACKFLOW CO. V009867	ANNUAL BACKFLOW TEST & REPAIR	03655-6301 Special Department Expenses	AP112822	890.00	3672		00125420	12/02/2022
				Check Total:	**890.00**				
MW OH	JONES & MAYER V009822	LEGAL SERVICES	101005-6005 Legal Services	AP112822	414.96	112848		00125421	12/02/2022
MW OH	JONES & MAYER V009822	OCT LITIGATION SVS	101005-6006 Litigation	AP112822	22.34	112850		00125421	12/02/2022
MW OH	JONES & MAYER V009822	OCT LITIGATION SVS	101005-6006 Litigation	AP112822	1,407.65	112854		00125421	12/02/2022
MW OH	JONES & MAYER V009822	OCT LEGAL SERVICES	101005-6005 Legal Services	AP112822	1,184.23	112855		00125421	12/02/2022
MW OH	JONES & MAYER V009822	OCT LEGAL SERVICES	101005-6005 Legal Services	AP112822	124.49	112856		00125421	12/02/2022
MW OH	JONES & MAYER V009822	OCT LITIGATION SVS	101005-6006 Litigation	AP112822	10,166.50	112857		00125421	12/02/2022
MW OH	JONES & MAYER V009822	OCT LEGAL SERVICES	101005-6005 Legal Services	AP112822	62.24	112862		00125421	12/02/2022
MW OH	JONES & MAYER V009822	OCT LITIGATION SVS	101005-6006 Litigation	AP112822	379.85	112863		00125421	12/02/2022
MW OH	JONES & MAYER V009822	OCT LITIGATION SVS	101005-6006 Litigation	AP112822	3,422.85	112864		00125421	12/02/2022
MW OH	JONES & MAYER V009822	OCT LEGAL SERVICES	101005-6005 Legal Services	AP112822	43.24	112866		00125421	12/02/2022
MW OH	JONES & MAYER	OCT LEGAL SERVICES	101005-6005	AP112822	311.22	112867		00125421	12/02/2022

City of Placentia
Check Register
For 01/04/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V009822		Legal Services						
MW OH	JONES & MAYER V009822	OCT LEGAL SERVICES	101005-6005 Legal Services	AP112822	1,286.37	112869		00125421	12/02/2022
MW OH	JONES & MAYER V009822	OCT LEGAL SERVICES	101005-6005 Legal Services	AP112822	1,560.00	112870		00125421	12/02/2022
MW OH	JONES & MAYER V009822	OCT LEGAL SERVICES	101005-6005 Legal Services	AP112822	35,805.20	112961		00125421	12/02/2022
				Check Total:	**56,191.14**				
MW OH	JV PLUMBING V011345	11/15 PLUMBING SVS	103654-6130 Repair & Maint/Facilities	AP112822	864.50	3316		00125422	12/02/2022
				Check Total:	**864.50**				
MW OH	KOA HILLS CONSULTING LL V011519	00/15-11/3 CONSULTING SERVICES	796204-6840 Machinery & Equipment	AP112822	2,231.25	9468	P12541	00125423	12/02/2022
				Check Total:	**2,231.25**				
MW OH	KOSMONT COMPANIES V006131	JUN CONSULTING FEE	101001-6001 Management Consulting Servics	AP112822	169.00	2204.2-003		00125424	12/02/2022
				Check Total:	**169.00**				
MW OH	KOSMONT TRANSACTIONS V011935	OCT PORTFOLIO MGMT SVS	102020-6099 Professional Services	AP112822	2,973.79	2201.6-008	P12532	00125425	12/02/2022
MW OH	KOSMONT TRANSACTIONS V011935	OCT EIFD & IFP CONSULTING SVS	109595-6999 Other Expenditure	AP112822	2,470.33	2207.10-003	P12609	00125425	12/02/2022
				Check Total:	**5,444.12**				
MW OH	LAWSON, DEON JAMELL V012395	FACILITY DEPOSIT REFUND	104071-4385 Facility Rental	AP112822	150.00	2003325.002		00125426	12/02/2022
				Check Total:	**150.00**				
MW OH	LIEBERT CASSIDY V000597	SEP LITIGATION SERVICES	101005-6006 Litigation	AP112822	2,691.50	226994		00125427	12/02/2022

City of Placentia
Check Register
For 01/04/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	**2,691.50**				
MW OH	MACCUBBIN, MICHAEL V007311	PD TRAINING MEAL, MILEAGE	213041-6250 Staff Training	AP112822	66.00	MM12010222M		00125428	12/02/2022
				Check Total:	**66.00**				
MW OH	MARX I OKUBO ASSOCIATES V012169	SEP CASP/ADA DESIGN SVS	103590-6290 Dept. Contract Services	AP112822	525.00	I-57295-G5X8	P12689	00125429	12/02/2022
				Check Total:	**525.00**				
MW OH	MC FADDEN-DALE V000635	FACILITY REPAIR SUPPLIES	103654-6301 Special Department Expenses	AP112822	130.40	497982/5		00125430	12/02/2022
MW OH	MC FADDEN-DALE V000635	FACILITY REPAIR SUPPLIES	103654-6301 Special Department Expenses	AP112822	78.59	498287/5		00125430	12/02/2022
				Check Total:	**208.99**				
MW OH	MOLONEY, TRACEY V011052	ALBION LABEL MURAL PAINTING	302535-6401 Community Programs	AP112822	1,400.00	102522	P12504	00125431	12/02/2022
				Check Total:	**1,400.00**				
MW OH	MUNICIPAL EMERGENCY V011423	SCBA SERVICE CALL	103066-6361 Personal Protection Equipment	AP112822	125.00	IN1793496		00125432	12/02/2022
				Check Total:	**125.00**				
MW OH	NAPA AUTO PARTS V011456	AIR FILTER	103658-6134 Vehicle Repair & Maintenance	AP112822	292.42	082675		00125433	12/02/2022
MW OH	NAPA AUTO PARTS V011456	INTAKE MANIFOLD	103658-6134 Vehicle Repair & Maintenance	AP112822	243.42	082702		00125433	12/02/2022
MW OH	NAPA AUTO PARTS V011456	FUEL PUMP	103658-6134 Vehicle Repair & Maintenance	AP112822	164.58	082790		00125433	12/02/2022
MW OH	NAPA AUTO PARTS V011456	COIL ON PLUG BOOT	103658-6134 Vehicle Repair & Maintenance	AP112822	60.60	082792		00125433	12/02/2022
				Check Total:	**761.02**				
MW OH	OFFICE INDUSTRIES	PAPER	109595-6315	AP112822	128.89	69674		00125434	12/02/2022

City of Placentia
Check Register
For 01/04/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V007477		Office Supplies						
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP112822	11.64	B69641-1		00125434	12/02/2022
				Check Total:	**140.53**				
MW OH	ORANGE COUNTY SHERIFF'S V009715	PD DRIVER AWARNESS REG	103042-6250 Staff Training	AP112822	75.00	MARTINEZ1222		00125435	12/02/2022
MW OH	ORANGE COUNTY SHERIFF'S V009715	PD DRIVER AWARNESS REG	103042-6250 Staff Training	AP112822	75.00	MCKENZIE1222		00125435	12/02/2022
				Check Total:	**150.00**				
MW OH	ORANGE COUNTY V007306	JUL-SEP ANIMAL CARE SVS	103045-6280 Animal Control Services	AP112822	70,715.34	AC2390022	P12508	00125436	12/02/2022
				Check Total:	**70,715.34**				
MW OH	PACIFIC COMPLIANCE V009292	UST ANNUAL MONITOR CERT	103658-6301 Special Department Expenses	AP112822	600.00	6649		00125437	12/02/2022
				Check Total:	**600.00**				
MW OH	PARS V006999	SEP ARS-PARS FEES	395083-6025 Third Party Administration	AP112822	743.13	51781		00125438	12/02/2022
MW OH	PARS V006999	SEP REP-PARS FEES	395083-6025 Third Party Administration	AP112822	400.00	51914		00125438	12/02/2022
				Check Total:	**1,143.13**				
MW OH	PLACENTIA ROUND TABLE V006507	FACILITY RENTAL- BALANCE	109595-6301 Special Department Expenses	AP112822	900.00	11/29/22		00125439	12/02/2022
				Check Total:	**900.00**				
MW OH	PRUDENTIAL OVERALL V000836	11/09 PW UNIFORM CLEANING SVS	103650-6360 Uniforms	AP112822	155.48	62757547	P12480	00125440	12/02/2022
MW OH	PRUDENTIAL OVERALL V000836	9/16 PW UNIFORM CLEANING SVS	103650-6360 Uniforms	AP112822	155.48	62759584	P12480	00125440	12/02/2022

City of Placentia
Check Register
For 01/04/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	**310.96**				
MW OH	PUBLIC SAFETY ALLIANCE V009799	PD FAST, FACTUAL INTERVIEW REG	213041-6250 Staff Training	AP112822	150.00	NAVARRO1252		00125441	12/02/2022
				Check Total:	**150.00**				
MW OH	RIO HONDO COLLEGE V002275	PD ARREST & CONTR TRAINING REG	103041-6250 Staff Training	AP112822	50.00	LORESCHUNG1		00125442	12/02/2022
MW OH	RIO HONDO COLLEGE V002275	PD ARREST & CONTR TRAINING REG	103041-6250 Staff Training	AP112822	25.00	TITUS121622RE		00125442	12/02/2022
				Check Total:	**75.00**				
MW OH	ROOF PRO V012399	ROOFING BOND REBATE	0044-2033 Construction & Demo Deposit	AP112822	100.00	30-22-143		00125443	12/02/2022
				Check Total:	**100.00**				
MW OH	SAN BERNARDINO COUNTY V005772	PD DRIVING PSP REG	103041-6250 Staff Training	AP112822	100.00	CONTERAS1212		00125444	12/02/2022
				Check Total:	**100.00**				
MW OH	SAN BERNARDINO COUNTY V005772	PD FIREAEM PSP REG	103041-6250 Staff Training	AP112822	125.00	CONTRERAS12		00125445	12/02/2022
				Check Total:	**125.00**				
MW OH	SAN BERNARDINO COUNTY V005772	PD FIREARM-TACTICAL HANDG REG	213041-6250 Staff Training	AP112822	375.00	121622REG		00125446	12/02/2022
				Check Total:	**375.00**				
MW OH	SBSD-EVOC TRAINING V003993	PD DRIVER'S TRAINING REG	103041-6250 Staff Training	AP112822	100.00	EVC54708		00125447	12/02/2022
				Check Total:	**100.00**				
MW OH	SCHOOL NEWS ROLL CALL V004699	HERITAGE ADVERTISEMENT	104071-6230 Printing & Binding	AP112822	263.00	22020MMOC		00125448	12/02/2022
				Check Total:	**263.00**				

City of Placentia
Check Register
For 01/04/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	SECURITY DESIGN CONCEPTS V008347	31-10/31 PLAN REVIEW SVS	102531-6099 / 21008-6330 Professional Services	AP112822	310.50	22037		00125449	12/02/2022
				Check Total:	**310.50**				
MW OH	SELBERT PERKINS DESIGN V012172	OCT WAYFINDING DESIGN SVS	109201-6770 Infrastructure - Major Studies	AP112822	818.18	20220866	P12539	00125450	12/02/2022
MW OH	SELBERT PERKINS DESIGN V012172	OCT WAYFINDING DESIGN SVS	729201-6770 Infrastructure - Major Studies	AP112822	621.82	20220866	P12539	00125450	12/02/2022
				Check Total:	**1,440.00**				
MW OH	SO CAL GAS V000909	OCT-NOV GAS CHARGES	109595-6340 Natural Gas	AP112822	593.84	112222		00125451	12/02/2022
				Check Total:	**593.84**				
MW OH	SOUTH COAST AQMD V001190	EM PORT N-RENT DIESEL FEE	103654-6257 Licenses & Permits	AP112822	468.76	4083559		00125452	12/02/2022
MW OH	SOUTH COAST AQMD V001190	2022/23 EMISSIONS FEE	103654-6257 Licenses & Permits	AP112822	151.85	4086638		00125452	12/02/2022
				Check Total:	**620.61**				
MW OH	SOUTHERN CALIFORNIA V000910	OCT-NOV ELECTRICAL CHARGES	109595-6330 Electricity	AP112822	15,936.49	111722		00125453	12/02/2022
MW OH	SOUTHERN CALIFORNIA V000910	OCT-NOV ELECTRICAL CHARGES	109595-6330 / 21009-6330 Electricity	AP112822	78.33	111722		00125453	12/02/2022
MW OH	SOUTHERN CALIFORNIA V000910	OCT-NOV ELECTRICAL CHARGES	109595-6330 / 21008-6330 Electricity	AP112822	14.69	111722		00125453	12/02/2022
MW OH	SOUTHERN CALIFORNIA V000910	OCT-NOV ELECTRICAL CHARGES	296561-6330 Electricity	AP112822	146.09	111722		00125453	12/02/2022
MW OH	SOUTHERN CALIFORNIA V000910	OCT-NOV ELECTRICAL CHARGES	109595-6330 Electricity	AP112822	6,016.58	112222		00125453	12/02/2022
MW OH	SOUTHERN CALIFORNIA V000910	OCT-NOV ELECTRICAL CHARGES	109595-6330 / 21011-6330 Electricity	AP112822	162.28	112222		00125453	12/02/2022

City of Placentia
Check Register
For 01/04/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	**22,354.46**				
MW OH	THE PM GROUP V011358	FALL QUARTERLY DESIGN	104071-6299 Other Purchased Services	AP112822	2,208.88	135159		00125454	12/02/2022
				Check Total:	**2,208.88**				
MW OH	THE SAUCE CREATIVE V007476	CITY VEHICLE MAGNETS	104071-6301 Special Department Expenses	AP112822	760.00	5830		00125455	12/02/2022
MW OH	THE SAUCE CREATIVE V007476	TAMALE FESTIVAL STREET BANNER	104071-6299 Other Purchased Services	AP112822	1,017.81	5835		00125455	12/02/2022
MW OH	THE SAUCE CREATIVE V007476	TAMALE FESTIVAL FLYER	104071-6299 Other Purchased Services	AP112822	1,624.19	5836		00125455	12/02/2022
				Check Total:	**3,402.00**				
MW OH	THOMPSON, DANIEL J V011347	12/1 ENTERTAINMENT SERVICE	104071-6099 Professional Services	AP112822	75.00	120120221500		00125456	12/02/2022
MW OH	THOMPSON, DANIEL J V011347	12/1 ENTERTAINMENT SERVICE	104071-6099 Professional Services	AP112822	575.00	120120221830		00125456	12/02/2022
				Check Total:	**650.00**				
MW OH	TIAA COMMERCIAL FINANCE V010867	OCT PRINTER MGMT SVS	109595-6137 Repair Maint/Equipment	AP112822	2,302.49	9162923	P12494	00125457	12/02/2022
MW OH	TIAA COMMERCIAL FINANCE V010867	NOV PRINTER MGMT SVS	109595-6137 Repair Maint/Equipment	AP112822	2,226.75	9213947	P12494	00125457	12/02/2022
				Check Total:	**4,529.24**				
MW OH	TOM DODSON & ASSOCIATES V009472	OCT CEQA PROJECT SUPPORT	742531-6099 Professional Services	AP112822	1,200.00	PLA-122-1		00125458	12/02/2022
				Check Total:	**1,200.00**				
MW OH	TOTUM CORP V010229	OCT SIFI CONST INSPECTION SVS	103551-6099 Professional Services	AP112822	16,654.41	205964	P12466	00125459	12/02/2022
				Check Total:	**16,654.41**				
MW OH	TRAFFIC MANAGEMENT	PW SUPPLIES - PLASIC STENCILS	103652-6301	AP112822	322.87	903893		00125460	12/02/2022

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V008463		Special Department Expenses						
				Check Total:	**322.87**				
MW OH	VALCOM INC V012374	SHIPPING RING CENTRAL PAGE ADA	101523-6840 Machinery & Equipment	AP112822	43.55	INV097755		00125461	12/02/2022
MW OH	VALCOM INC V012374	RING CENTRAL PAGE ADAPTER	101523-6840 Machinery & Equipment	AP112822	451.44	INV097755	P12669	00125461	12/02/2022
				Check Total:	**494.99**				
MW OH	WELLS FARGO VENDOR FIN V010076	11/23-12/22 PRINTER SVS	109595-6175 Office Equipment Rental	AP112822	79.39	5022620457		00125462	12/02/2022
				Check Total:	**79.39**				
MW OH	WELLS FARGO VENDOR FIN V010076	11/23-12/22 COPIER/PRINTER SVS	109595-6175 Office Equipment Rental	AP112822	255.57	5022620455		00125463	12/02/2022
MW OH	WELLS FARGO VENDOR FIN V010076	11/23-12/22 PRINTER SVS	109595-6175 Office Equipment Rental	AP112822	70.69	50226204569		00125463	12/02/2022
				Check Total:	**326.26**				
MW OH	YORBA LINDA WATER V001148	SEP-OCT WATER CHARGES	109595-6335 Water	AP112822	359.21	111722		00125464	12/02/2022
				Check Total:	**359.21**				
MW OH	ZHOU, BING V012002	6/7-8 TRAFFIC SURVEYING SVS	103550-6099 Professional Services	AP112822	56.00	SC0278		00125465	12/02/2022
				Check Total:	**56.00**				
MW OH	VACCARO, FRANK V004321	PYB OFFICIATING SERVICES	104071-6275 / 79376-6275 Officiating	AP120122	4,284.00	1320	P12695	00125466	12/02/2022
				Check Total:	**4,284.00**				
MW OH	THE FOUNDATION OF PSUSD V012098	ENTERTAINMENT HOLIDAY TREE	104075-6299 / 79398-6299 Other Purchased Services	AP1201222	5,000.00	11282022	P12693	00125467	12/02/2022
				Check Total:	**5,000.00**				

City of Placentia
Check Register
For 01/04/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	A2Z CONSTRUCT INC V012024	CONSTRUCTION SVS - OLD CITY	795106-6185 Construction Services	AP120522	119,420.51	5106-6	P12537	00125468	12/09/2022
				Check Total:	**119,420.51**				
MW OH	ALVAREZ, OMAR V012054	PD TRAINING MEAL, MILEAGE	213041-6250 Staff Training	AP120522	68.75	ALVAREZ12222		00125469	12/09/2022
				Check Total:	**68.75**				
MW OH	AMAZON CAPITAL SERVICES V012336	COMPUTER CAMERAS	103065-6301 Special Department Expenses	AP120522	130.47	1TTKKMNV-		00125470	12/09/2022
MW OH	AMAZON CAPITAL SERVICES V012336	SD KITCHEN SUPPLIES	103065-6301 Special Department Expenses	AP120522	398.77	1WYX-6RDK-		00125470	12/09/2022
MW OH	AMAZON CAPITAL SERVICES V012336	SD IT EQUIPMENT	795106-6850 Building & Facilities	AP120522	7,121.51	11YQ-YVGH-	P12701	00125470	12/09/2022
MW OH	AMAZON CAPITAL SERVICES V012336	SD IT EQUIPMENT	795106-6850 Building & Facilities	AP120522	439.98	1G4X-33DN-	P12701	00125470	12/09/2022
MW OH	AMAZON CAPITAL SERVICES V012336	SD IT EQUIPMENT	795106-6850 Building & Facilities	AP120522	2,587.13	1P1C-Y4FM-	P12701	00125470	12/09/2022
				Check Total:	**10,677.86**				
MW OH	ANAHEIM FULLERTON V006631	AUG TOWING SVS	103047-6181 Towing Services	AP120522	101.75	22-0805-18140	P12694	00125471	12/09/2022
MW OH	ANAHEIM FULLERTON V006631	AUG TOWING SVS	103047-6181 Towing Services	AP120522	185.00	22-0806-18141	P12694	00125471	12/09/2022
MW OH	ANAHEIM FULLERTON V006631	AUG TOWING SVS	103047-6181 Towing Services	AP120522	185.00	22-0806-18144	P12694	00125471	12/09/2022
MW OH	ANAHEIM FULLERTON V006631	AUG TOWING SVS	103047-6181 Towing Services	AP120522	185.00	22-0806-18151	P12694	00125471	12/09/2022
MW OH	ANAHEIM FULLERTON V006631	AUG TOWING SVS	103047-6181 Towing Services	AP120522	185.00	22-0806-18165	P12694	00125471	12/09/2022
MW OH	ANAHEIM FULLERTON	AUG TOWING SVS	103047-6181	AP120522	185.00	22-0806-18212	P12694	00125471	12/09/2022

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V006631		Towing Services						
MW OH	ANAHEIM FULLERTON V006631	AUG TOWING SVS	103047-6181 Towing Services	AP120522	101.75	22-0806-18424	P12694	00125471	12/09/2022
MW OH	ANAHEIM FULLERTON V006631	AUG TOWING SVS	103047-6181 Towing Services	AP120522	185.00	22-0806-18427	P12694	00125471	12/09/2022
MW OH	ANAHEIM FULLERTON V006631	AUG TOWING SVS	103047-6181 Towing Services	AP120522	185.00	22-0806-18608	P12694	00125471	12/09/2022
MW OH	ANAHEIM FULLERTON V006631	AUG TOWING SVS	103047-6181 Towing Services	AP120522	185.00	22-0806-18653	P12694	00125471	12/09/2022
MW OH	ANAHEIM FULLERTON V006631	AUG TOWING SVS	103047-6181 Towing Services	AP120522	185.00	22-0806-18677	P12694	00125471	12/09/2022
MW OH	ANAHEIM FULLERTON V006631	AUG TOWING SVS	103047-6181 Towing Services	AP120522	101.75	22-0810-18320	P12694	00125471	12/09/2022
MW OH	ANAHEIM FULLERTON V006631	AUG TOWING SVS	103047-6181 Towing Services	AP120522	185.00	22-0812-18394	P12694	00125471	12/09/2022
MW OH	ANAHEIM FULLERTON V006631	AUG TOWING SVS	103047-6181 Towing Services	AP120522	185.00	22-0812-18395	P12694	00125471	12/09/2022
MW OH	ANAHEIM FULLERTON V006631	AUG TOWING SVS	103047-6181 Towing Services	AP120522	101.75	22-0815-18484	P12694	00125471	12/09/2022
MW OH	ANAHEIM FULLERTON V006631	AUG TOWING SVS	103047-6181 Towing Services	AP120522	185.00	22-0823-18783	P12694	00125471	12/09/2022
MW OH	ANAHEIM FULLERTON V006631	AUG TOWING SVS	103047-6181 Towing Services	AP120522	185.00	22-0823-18794	P12694	00125471	12/09/2022
MW OH	ANAHEIM FULLERTON V006631	AUG TOWING SVS	103047-6181 Towing Services	AP120522	185.00	22-0824-18836	P12694	00125471	12/09/2022
MW OH	ANAHEIM FULLERTON V006631	AUG TOWING SVS	103047-6181 Towing Services	AP120522	101.75	22-0824-18853	P12694	00125471	12/09/2022
MW OH	ANAHEIM FULLERTON V006631	AUG TOWING SVS	103047-6181 Towing Services	AP120522	101.75	22-0824-18958	P12694	00125471	12/09/2022

City of Placentia
Check Register
For 01/04/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	ANAHEIM FULLERTON V006631	AUG TOWING SVS	103047-6181 Towing Services	AP120522	185.00	22-0826-18937	P12694	00125471	12/09/2022
MW OH	ANAHEIM FULLERTON V006631	AUG TOWING SVS	103047-6181 Towing Services	AP120522	185.00	22-0827-18986	P12694	00125471	12/09/2022
MW OH	ANAHEIM FULLERTON V006631	AUG TOWING SVS	103047-6181 Towing Services	AP120522	101.75	22-0828-18990	P12694	00125471	12/09/2022
MW OH	ANAHEIM FULLERTON V006631	AUG TOWING SVS	103047-6181 Towing Services	AP120522	185.00	22-0829-19014	P12694	00125471	12/09/2022
MW OH	ANAHEIM FULLERTON V006631	AUG TOWING SVS	103047-6181 Towing Services	AP120522	185.00	22-0831-19097	P12694	00125471	12/09/2022
MW OH	ANAHEIM FULLERTON V006631	AUG TOWING SVS	103047-6181 Towing Services	AP120522	185.00	22-0831-191206	P12694	00125471	12/09/2022
				Check Total:	**4,227.25**				
MW OH	AT & T V008736	11/15-12/14 LMD INTERNET SVS	109595-6215 Telephone/Internet	AP120522	52.79	NOV LMD 22		00125472	12/09/2022
				Check Total:	**52.79**				
MW OH	AT&T V004144	OCT-NOV PHONE SERVICES	109595-6215 Telephone/Internet	AP120522	23.71	120522		00125473	12/09/2022
				Check Total:	**23.71**				
MW OH	BAEZ, JO V012233	HR SUPPLIES	101512-6245 Meetings & Conferences	AP120522	20.00	47269046		00125474	12/09/2022
				Check Total:	**20.00**				
MW OH	BARTEL ASSOCIATES LLC V010901	ACTURIAL CONSULTING SVS	102020-6099 Professional Services	AP120522	12,750.00	22-738	P12690	00125475	12/09/2022
				Check Total:	**12,750.00**				
MW OH	BEAR ELECTRICAL V010997	OCT ROUTINE TS MAINT	103590-6099 Professional Services	AP120522	2,762.62	17098	P12489	00125476	12/09/2022
MW OH	BEAR ELECTRICAL	OCT ROUTINE TS MAINT	103590-6099 / 21009-6099	AP120522	219.38	17098	P12489	00125476	12/09/2022

City of Placentia
Check Register
For 01/04/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010997		Professional Services						
MW OH	BEAR ELECTRICAL V010997	OCT ROUTINE TS MAINT	103590-6099 / 21010-6099 Professional Services	AP120522	108.00	17098	P12489	00125476	12/09/2022
MW OH	BEAR ELECTRICAL V010997	OCT ROUTINE TS MAINT	103590-6099 / 21011-6099 Professional Services	AP120522	75.00	17098	P12489	00125476	12/09/2022
MW OH	BEAR ELECTRICAL V010997	OCT RESPONSE TS MAINT	103590-6099 Professional Services	AP120522	4,176.35	17193	P12489	00125476	12/09/2022
MW OH	BEAR ELECTRICAL V010997	OCT RESPONSE TS MAINT	103590-6099 / 21010-6099 Professional Services	AP120522	163.65	17193	P12489	00125476	12/09/2022
				Check Total:	**7,505.00**				
MW OH	BEE MAN, THE V000117	11/16 BEE REMOVAL SVS	104071-6130 Repair & Maint/Facilities	AP120522	195.00	120619		00125477	12/09/2022
				Check Total:	**195.00**				
MW OH	BIGGS CARDOSA V010461	ENGINEERING SVS - GOLDEN AVE	331801-6740 Infrastructure - Streets	AP120522	1,775.61	85238	P12642	00125478	12/09/2022
				Check Total:	**1,775.61**				
MW OH	BRENNAN ESTIMATING V011259	JUL FIRE & SECURITY ALARM REP	103654-6127 Alarm Monitoring	AP120522	1,845.03	8479	P12660	00125479	12/09/2022
				Check Total:	**1,845.03**				
MW OH	CALIFORNIA PARK & V000174	MEMBERSHIP RENEWAL - CROCKER	104070-6255 Dues & Memberships	AP120522	170.00	102522		00125480	12/09/2022
MW OH	CALIFORNIA PARK & V000174	MEMBERSHIP RENEWAL -	104070-6255 Dues & Memberships	AP120522	170.00	111722		00125480	12/09/2022
				Check Total:	**340.00**				
MW OH	CANON FINANCIAL SERVICES V008867	01/01-30 COPIER LEASE	109595-6175 Office Equipment Rental	AP120522	232.69	29520137		00125481	12/09/2022
MW OH	CANON FINANCIAL SERVICES V008867	01/01-30 COPIER USAGE	109595-6175 Office Equipment Rental	AP120522	1,598.65	29520139		00125481	12/09/2022

City of Placentia
Check Register
For 01/04/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	**1,831.34**				
MW OH	CARL WARREN & CO V008011	NOV LIABILITY SERVICES	404582-6025 Third Party Administration	AP120522	1,661.00	CWC-2027303		00125482	12/09/2022
				Check Total:	**1,661.00**				
MW OH	CBE V008124	10/20-11/9 COPIER OVERAGES	109595-6175 Office Equipment Rental	AP120522	311.70	IN265538		00125483	12/09/2022
				Check Total:	**311.70**				
MW OH	CENTRAL SQUARE V011724	01/03-09/2021 CONSULTING SVS	796204-6840 Machinery & Equipment	AP120522	520.00	306008	P12543	00125484	12/09/2022
				Check Total:	**520.00**				
MW OH	CENTURY BUSINESS V010180	COPIER TONER	109595-6175 Office Equipment Rental	AP120522	70.13	AR37309		00125485	12/09/2022
				Check Total:	**70.13**				
MW OH	CERVANTES, VERONICA V006317	PERMIT DEPOSIT REFUND	104071-4385 Facility Rental	AP120522	150.00	2003327.002		00125486	12/09/2022
				Check Total:	**150.00**				
MW OH	CHARTER COMMUNICATIONS V004450	11/25-12/24 CH INTERNET SVS	109595-6215 Telephone/Internet	AP120522	1,250.69	0347700112522		00125487	12/09/2022
MW OH	CHARTER COMMUNICATIONS V004450	11/25-12/24 WHITTEN INTERNET	109595-6215 Telephone/Internet	AP120522	648.09	0347726112522		00125487	12/09/2022
MW OH	CHARTER COMMUNICATIONS V004450	11/26-12/25 PW INTERNET SVS	109595-6215 Telephone/Internet	AP120522	648.09	0347858112622		00125487	12/09/2022
MW OH	CHARTER COMMUNICATIONS V004450	11/14-12/13 PD INTERNET SVS	109595-6215 Telephone/Internet	AP120522	619.00	0528002111422		00125487	12/09/2022
MW OH	CHARTER COMMUNICATIONS V004450	11/23-12/22 NAV CTR INTERNET	109595-6215 Telephone/Internet	AP120522	221.22	0570178112322		00125487	12/09/2022
MW OH	CHARTER COMMUNICATIONS V004450	10/14-11/13 NS INTERNET SVS	109595-6175 Office Equipment Rental	AP120522	119.99	06109546111422		00125487	12/09/2022

City of Placentia
Check Register
For 01/04/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	CHARTER COMMUNICATIONS V004450	11/12-12/11 BACKS BLDG INT SVS	109595-6215 Telephone/Internet	AP120522	299.98	0629685111222		00125487	12/09/2022
				Check Total:	**3,807.06**				
MW OH	CHARTER COMMUNICATIONS V012060	11/21-12/20 BODY CAM. INTERNET	109595-6215 Telephone/Internet	AP120522	868.76	11980240111212		00125488	12/09/2022
				Check Total:	**868.76**				
MW OH	CHUNG, HYUN V012031	PD TRAINING MEAL, MILEAGE	103041-6250 Staff Training	AP120522	37.25	CHUNG121622		00125489	12/09/2022
MW OH	CHUNG, HYUN V012031	PD TRAINING MEAL, MILEAGE	213041-6250 Staff Training	AP120522	68.75	CHUNG122222		00125489	12/09/2022
				Check Total:	**106.00**				
MW OH	CISNEROS, ELEUTERIA V012417	PERMIT DEPOSIT REFUND	104071-4385 Facility Rental	AP120522	100.00	2003336.002		00125490	12/09/2022
				Check Total:	**100.00**				
MW OH	CITY OF ANAHEIM V010186	10/15-11/15 TS ELECTRICAL COST	109595-6330 Electricity	AP120522	59.25	112222		00125491	12/09/2022
				Check Total:	**59.25**				
MW OH	CITY OF BREA V000125	BUSINESS CARDS - A. ABBEY	102534-6230 Printing & Binding	AP120522	19.56	ASR0000161		00125492	12/09/2022
MW OH	CITY OF BREA V000125	BLDG CORRECTION NOTICES	102532-6315 Office Supplies	AP120522	81.61	ASR0000161		00125492	12/09/2022
				Check Total:	**101.17**				
MW OH	CLEAR CHOICE LIEN SALES V005847	SEP LIEN SERVICES	103047-6182 Lien Services	AP120522	50.00	110-A		00125493	12/09/2022
MW OH	CLEAR CHOICE LIEN SALES V005847	SEP LIEN SERVICES	103047-6182 Lien Services	AP120522	45.00	3879		00125493	12/09/2022
MW OH	CLEAR CHOICE LIEN SALES V005847	SEP LIEN SERVICES	103047-6182 Lien Services	AP120522	45.00	3879-A		00125493	12/09/2022

City of Placentia
Check Register
For 01/04/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	CLEAR CHOICE LIEN SALES V005847	SEP LIEN SERVICES	103047-6182 Lien Services	AP120522	45.00	3880		00125493	12/09/2022
				Check Total:	**185.00**				
MW OH	COAST EMS LLC V011441	EMERGENCY MEDICAL SUPPLIES	103066-6362 Emergency Medical Supples	AP120522	2,083.99	11884		00125494	12/09/2022
MW OH	COAST EMS LLC V011441	EMERGENCY MEDICAL SUPPLIES	103066-6362 Emergency Medical Supples	AP120522	271.21	11917		00125494	12/09/2022
				Check Total:	**2,355.20**				
MW OH	CONTRERAS, JOSHUA V011352	PD TRAINING MEAL, MILEAGE	103041-6250 Staff Training	AP120522	64.63	CONRERAS121		00125495	12/09/2022
				Check Total:	**64.63**				
MW OH	COUNTY OF ORANGE V008881	NOV OCATES CLETS/LIVESCAN SVS	103043-6099 Professional Services	AP120522	1,104.51	SH 63852	P12478	00125496	12/09/2022
				Check Total:	**1,104.51**				
MW OH	DEPARTMENT OF V009290	FY22/23 WORK COMP ASSESSMENT	404580-5165 Workers' Compensation Claims	AP120522	23,726.90	OSIP 70296		00125497	12/09/2022
				Check Total:	**23,726.90**				
MW OH	DF POLYGRAPH V012341	10/25 PRE-EMPL. POLYGRAPH	103040-6099 Professional Services	AP120522	225.00	2022/3		00125498	12/09/2022
				Check Total:	**225.00**				
MW OH	DIAMOND ENVIRONMENTAL V004152	PORTABLE RESTROOMS	103654-6130 Repair & Maint/Facilities	AP120522	179.15	0004316124		00125499	12/09/2022
				Check Total:	**179.15**				
MW OH	DREW, BRIAN V004950	PD TRAINING MEAL, MILEAGE	103041-6250 Staff Training	AP120522	69.25	DREW121422		00125500	12/09/2022
				Check Total:	**69.25**				
MW OH	FACTORY MOTOR PARTS	PARTS/SUPPLIES	103658-6134	AP120522	200.22	12-4993611	P12506	00125501	12/09/2022

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010842		Vehicle Repair & Maintenance						
				Check Total:	**200.22**				
MW OH	FAIRWAY FORD V000376	INJECTOR	103658-6134 Vehicle Repair & Maintenance	AP120522	170.41	274401		00125502	12/09/2022
MW OH	FAIRWAY FORD V000376	SPARK PLUG, COIL	103658-6134 Vehicle Repair & Maintenance	AP120522	52.25	274523		00125502	12/09/2022
				Check Total:	**222.66**				
MW OH	FLORES, HERMAN V012055	PD TRAINING MEAL, MILEAGE	103041-6250 Staff Training	AP120522	37.25	FLORES121622		00125503	12/09/2022
MW OH	FLORES, HERMAN V012055	PD TRAINING MEAL, MILEAGE	213041-6250 Staff Training	AP120522	68.75	FLORES122222		00125503	12/09/2022
				Check Total:	**106.00**				
MW OH	FM THOMAS AIR V010634	10/11-11/7 CH AC RENTAL UNIT	103654-6290 Dept. Contract Services	AP120522	10,140.00	44633	P12468	00125504	12/09/2022
MW OH	FM THOMAS AIR V010634	11/8-12/5 CH AC RENTAL UNIT	103654-6290 Dept. Contract Services	AP120522	6,240.00	44634	P12468	00125504	12/09/2022
MW OH	FM THOMAS AIR V010634	HVAC REPAIR - DISPATCH AREA	103654-6290 Dept. Contract Services	AP120522	1,130.09	44657	P12468	00125504	12/09/2022
				Check Total:	**17,510.09**				
MW OH	FRANCHISE TAX BOARD V000404	PE 11/26 PD 12/2	0010-2196 Garnishments W/H	AP120522	360.27	PR2201024		00125505	12/09/2022
MW OH	FRANCHISE TAX BOARD V000404	P/E 11/12 PD 11/18	0010-2196 Garnishments W/H	AP120522	326.89	PR221023		00125505	12/09/2022
				Check Total:	**687.16**				
MW OH	GALLS LLC V000438	DISPATCH UNIFORMS	101515-6360 Uniforms	AP120522	225.31	022602584		00125506	12/09/2022
MW OH	GALLS LLC V000438	PD UNIFORMS - SERVIN	103047-6360 Uniforms	AP120522	153.01	022640174		00125506	12/09/2022

City of Placentia
Check Register
For 01/04/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	GALLS LLC V000438	PD UNIFORMS - CREDIT	103047-6360 Uniforms	AP120522	-76.50	022642862		00125506	12/09/2022
MW OH	GALLS LLC V000438	PD UNIFORMS - KIM	103041-6360 Uniforms	AP120522	86.19	022663553		00125506	12/09/2022
MW OH	GALLS LLC V000438	PD UNIFORMS - RADOMSKI	103047-6360 Uniforms	AP120522	83.86	022696885		00125506	12/09/2022
				Check Total:	**471.87**				
MW OH	GARZA, FRANK V009321	FUEL	103658-6345 Gasoline & Diesel Fuel	AP120522	26.06	111222		00125507	12/09/2022
				Check Total:	**26.06**				
MW OH	GOLDEN STATE WATER V000928	SEP-NOV WATER CHARGES	296561-6335 Water	AP120522	9,225.72	120122		00125508	12/09/2022
MW OH	GOLDEN STATE WATER V000928	SEP-NOV WATER CHARGES	109595-6335 Water	AP120522	23,983.34	120122		00125508	12/09/2022
MW OH	GOLDEN STATE WATER V000928	SEP-NOV WATER CHARGES	109595-6335 / 21010-6335 Water	AP120522	437.18	120122		00125508	12/09/2022
				Check Total:	**33,646.24**				
MW OH	GOMEZ, JOHN V004093	12/02 ADVANCED DISABILITY PENS	103041-5199 Other Employee Benefits	AP120522	2,159.52	1202222		00125509	12/09/2022
				Check Total:	**2,159.52**				
MW OH	GST V009410	NOV IT SERVICES	101523-6136 Software Maintenance	AP120522	20,475.00	INV83629	P12545	00125510	12/09/2022
				Check Total:	**20,475.00**				
MW OH	HALO CONFIDENTIAL V011712	PD BACKGROUND, TRAINING MGMT	103040-6290 Dept. Contract Services	AP120522	2,187.50	0203T	P12503	00125511	12/09/2022
				Check Total:	**2,187.50**				
MW OH	HDL COREN & CONE V001564	FY 21/22 AUDITING	102020-6099 Professional Services	AP120522	895.00	SIN022929		00125512	12/09/2022

City of Placentia
Check Register
For 01/04/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	**895.00**				
MW OH	HERC RENTALS INC V010786	55KW GENERATOR RENTAL	103652-6170 Equipment & Tool Rental	AP120522	1,954.05	33241170-001		00125513	12/09/2022
MW OH	HERC RENTALS INC V010786	BOOM TOWABLE 50FT RENTAL	103652-6170 Equipment & Tool Rental	AP120522	927.10	33323673-001		00125513	12/09/2022
				Check Total:	**2,881.15**				
MW OH	HERRERA, EMMA LETICIA V012412	PERMIT DEPOSIT REFUND	104071-4385 Facility Rental	AP120522	150.00	200332.002		00125514	12/09/2022
				Check Total:	**150.00**				
MW OH	HF&H CONSULTANTS LLC V010575	JUL SB 1383 CONSULTING SVS	374386-6099 Professional Services	AP120522	245.25	9719464	P12686	00125515	12/09/2022
MW OH	HF&H CONSULTANTS LLC V010575	AUG SB 1383 CONSULTING SVS	374386-6099 Professional Services	AP120522	3,971.25	9719555	P12686	00125515	12/09/2022
MW OH	HF&H CONSULTANTS LLC V010575	SEP SB 1383 CONSULTING SVS	374386-6099 Professional Services	AP120522	760.50	9719652	P12686	00125515	12/09/2022
MW OH	HF&H CONSULTANTS LLC V010575	OCT SB 1383 CONSULTING SVS	374386-6099 Professional Services	AP120522	3,619.25	9719698	P12686	00125515	12/09/2022
				Check Total:	**8,596.25**				
MW OH	HR GREEN PACIFIC INC V010735	OCT CONST MGMT & INSPECTION	791201-6740 Infrastructure - Streets	AP120522	37,848.00	457284A	P12548	00125516	12/09/2022
				Check Total:	**37,848.00**				
MW OH	IMAGE MASTERS V012354	CRAYON SETS- COFFEE WITH A COP	103040-6301 / 50015-6301 Special Department Expenses	AP120522	526.85	103105-1		00125517	12/09/2022
				Check Total:	**526.85**				
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	104071-6130 Repair & Maint/Facilities	AP120522	398.73	008734022-002	P12509	00125518	12/09/2022
				Check Total:	**398.73**				
MW OH	JOE BACKFLOW CO.	ANNUAL BACKFLOW TESTING & REP	103655-6301	AP120522	1,115.00	3640		00125519	12/09/2022

City of Placentia
Check Register
For 01/04/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V009867		Special Department Expenses						
MW OH	JOE BACKFLOW CO. V009867	ANNUAL BACKFLOW TESTING & REP	103655-6301 Special Department Expenses	AP120522	1,385.00	3656		00125519	12/09/2022
MW OH	JOE BACKFLOW CO. V009867	ANNUAL BACKFLOW TESTING	103655-6301 Special Department Expenses	AP120522	1,800.00	3676		00125519	12/09/2022
				Check Total:	**4,300.00**				
MW OH	JOHN HANCOCK USA-PARS V010625	PARS PE 11/12 PD 11/18	0054-2131 Employer PARS/ARS Payable	AP120522	52.53	PR2201023		00125520	12/09/2022
MW OH	JOHN HANCOCK USA-PARS V010625	PARS PE 11/12 PD 11/18	0054-2131 Employer PARS/ARS Payable	AP120522	4.50	PR2201023		00125520	12/09/2022
MW OH	JOHN HANCOCK USA-PARS V010625	PARS PE 11/12 PD 11/18	0010-2131 Employer PARS/ARS Payable	AP120522	773.22	PR2201023		00125520	12/09/2022
MW OH	JOHN HANCOCK USA-PARS V010625	PARS PE 11/12 PD 11/18	0010-2131 Employer PARS/ARS Payable	AP120522	872.01	PR2201023		00125520	12/09/2022
MW OH	JOHN HANCOCK USA-PARS V010625	PARS PE 11/12 PD 11/18	0010-2131 Employer PARS/ARS Payable	AP120522	638.87	PR2201023		00125520	12/09/2022
MW OH	JOHN HANCOCK USA-PARS V010625	PARS PE 11/12 PD 11/18	0029-2131 Employer PARS/ARS Payable	AP120522	17.77	PR2201023		00125520	12/09/2022
MW OH	JOHN HANCOCK USA-PARS V010625	PARS PE 11/12 PD 11/18	0048-2131 Employer PARS/ARS Payable	AP120522	102.57	PR2201023		00125520	12/09/2022
MW OH	JOHN HANCOCK USA-PARS V010625	PARS PE 11/12 PD 11/18	0048-2131 Employer PARS/ARS Payable	AP120522	52.53	PR2201023		00125520	12/09/2022
MW OH	JOHN HANCOCK USA-PARS V010625	PARS PE 11/12 PD 11/18	0037-2131 Employer PARS/ARS Payable	AP120522	215.64	PR2201023		00125520	12/09/2022
MW OH	JOHN HANCOCK USA-PARS V010625	PARS PE 11/12 PD 11/18	0037-2131 Employer PARS/ARS Payable	AP120522	73.54	PR2201023		00125520	12/09/2022
MW OH	JOHN HANCOCK USA-PARS V010625	PARS PE 11/26 PD 12/2	0037-2131 Employer PARS/ARS Payable	AP120522	215.64	PR2201024		00125520	12/09/2022
MW OH	JOHN HANCOCK USA-PARS	PARS PE 11/26 PD 12/2	0037-2131	AP120522	73.54	PR2201024		00125520	12/09/2022

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010625		Employer PARS/ARS Payable						
MW OH	JOHN HANCOCK USA-PARS V010625	PARS PE 11/26 PD 12/2	0048-2131 Employer PARS/ARS Payable	AP120522	102.57	PR2201024		00125520	12/09/2022
MW OH	JOHN HANCOCK USA-PARS V010625	PARS PE 11/26 PD 12/2	0048-2131 Employer PARS/ARS Payable	AP120522	52.53	PR2201024		00125520	12/09/2022
MW OH	JOHN HANCOCK USA-PARS V010625	PARS PE 11/26 PD 12/2	0029-2131 Employer PARS/ARS Payable	AP120522	17.77	PR2201024		00125520	12/09/2022
MW OH	JOHN HANCOCK USA-PARS V010625	PARS PE 11/26 PD 12/2	0010-2131 Employer PARS/ARS Payable	AP120522	773.22	PR2201024		00125520	12/09/2022
MW OH	JOHN HANCOCK USA-PARS V010625	PARS PE 11/26 PD 12/2	0010-2131 Employer PARS/ARS Payable	AP120522	872.01	PR2201024		00125520	12/09/2022
MW OH	JOHN HANCOCK USA-PARS V010625	PARS PE 11/26 PD 12/2	0010-2131 Employer PARS/ARS Payable	AP120522	638.87	PR2201024		00125520	12/09/2022
MW OH	JOHN HANCOCK USA-PARS V010625	PARS PE 11/26 PD 12/2	0054-2131 Employer PARS/ARS Payable	AP120522	52.53	PR2201024		00125520	12/09/2022
MW OH	JOHN HANCOCK USA-PARS V010625	PARS PE 11/26 PD 12/2	0054-2131 Employer PARS/ARS Payable	AP120522	4.50	PR2201024		00125520	12/09/2022
				Check Total:	**5,606.36**				
MW OH	JOHN L HUNTER & V009056	OCT NPDES CONSULTING SVS	103593-6099 Professional Services	AP120522	3,980.00	PLA1MS412210	P12470	00125521	12/09/2022
				Check Total:	**3,980.00**				
MW OH	KOA HILLS CONSULTING LLC V011519	11/9-23 CONSULTING SERVICES	796204-6840 Machinery & Equipment	AP120522	2,625.00	9504	P12541	00125522	12/09/2022
				Check Total:	**2,625.00**				
MW OH	KRAMER WORKPLACE V012397	JUL LEGAL SERVIVCES	101005-6005 Legal Services	AP120522	3,736.00	825		00125523	12/09/2022
MW OH	KRAMER WORKPLACE V012397	AUG LEGAL SERVIVCES	101005-6005 Legal Services	AP120522	2,366.00	846		00125523	12/09/2022

City of Placentia
Check Register
For 01/04/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	**6,102.00**				
MW OH	LEMUS, FREDDY V010586	PD TRAINING MEALS, MILEAGE	213041-6250 Staff Training	AP120522	68.75	LEMUS121422		00125524	12/09/2022
				Check Total:	**68.75**				
MW OH	LIEBERT CASSIDY V000597	OCT LITIGATION SERVICES	101005-6006 Litigation	AP120522	8,864.50	228808		00125526	12/09/2022
				Check Total:	**8,864.50**				
MW OH	LRM ASSOCIATES INC V011764	OCT LANDSCAPE ARCHITECTURE	697202-6760 Infrastructure - Parks	AP120522	2,910.00	93035	P12549	00125527	12/09/2022
				Check Total:	**2,910.00**				
MW OH	MACIAS, JUAN C V012405	ENTERTAINER TAMALE FESTIVAL	104075-6299 / 79398-6299 Other Purchased Services	AP120522	300.00	11282022		00125528	12/09/2022
				Check Total:	**300.00**				
MW OH	MAESTAS, HENRY EDDIE V012048	11/17 ENTERTAINER	104071-6299 Other Purchased Services	AP120522	200.00	133403		00125529	12/09/2022
				Check Total:	**200.00**				
MW OH	MARIACHI DIVAS INC V012403	ENTERTAINER TAMALE FESTIVAL	104075-6299 / 79398-6299 Other Purchased Services	AP120522	1,500.00	11282022		00125530	12/09/2022
				Check Total:	**1,500.00**				
MW OH	MARIPOSA LANDSCAPES INC V000647	NOV LANDSCAPE MAINT - LMD	296561-6115 Landscaping	AP120522	6,040.63	100326	P12471	00125531	12/09/2022
MW OH	MARIPOSA LANDSCAPES INC V000647	NOV LANDSCAPE MAINT	173555-6115 Landscaping	AP120522	9,142.92	100326	P12471	00125531	12/09/2022
MW OH	MARIPOSA LANDSCAPES INC V000647	NOV LANSCAPE MAINT	103655-6115 Landscaping	AP120522	4,174.89	100326	P12471	00125531	12/09/2022
MW OH	MARIPOSA LANDSCAPES INC V000647	NOV LANDSCAPE MAINT - LIBRARY	103655-6115 / 21008-6115 Landscaping	AP120522	1,655.06	100326	P12471	00125531	12/09/2022

City of Placentia
Check Register
For 01/04/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	**21,013.50**				
MW OH	MARTINEZ, RINA ELIZABETH V012411	PERMIT DEPOSIT REFUND	104071-4385 Facility Rental	AP120522	150.00	2003331.002		00125532	12/09/2022
				Check Total:	**150.00**				
MW OH	MCPEEKS CDJR OF ANAHEIM V011285	EMERGENCY VEHICLE REPAIR	103658-6134 Vehicle Repair & Maintenance	AP120522	2,963.80	6137627/3	P12681	00125533	12/09/2022
				Check Total:	**2,963.80**				
MW OH	MICHAEL BAKER V010699	OCT SDMP CONSULTING SVS	794201-6751 Infrastructure - Storm Drain	AP120522	7,960.00	1164059	P12538	00125534	12/09/2022
				Check Total:	**7,960.00**				
MW OH	MINUTEMAN PRESS- V007449	MILITARY BANNER	0044-2082 Military Banners Program	AP120522	227.29	38513		00125535	12/09/2022
				Check Total:	**227.29**				
MW OH	MOBILE ZOO OF SOUTHERN V010595	ENTERTAINMENT TAMALE FESTIVAL	104075-6299 / 79398-6299 Other Purchased Services	AP120522	749.00	2022-1738		00125536	12/09/2022
				Check Total:	**749.00**				
MW OH	MOTOROLA SOLUTIONS V010749	800MHZ UPGRADE PMT 3 OF 4	105525-6905 Principal/Bonds/COP's/Leases	AP120522	41,867.53	31619	P12575	00125537	12/09/2022
				Check Total:	**41,867.53**				
MW OH	MTL CONSTRUCTION V010077	CAUCUS ROOM WAINSCOTING	103654-6130 Repair & Maint/Facilities	AP120522	20,500.00	COP2202-2	P12623	00125538	12/09/2022
				Check Total:	**20,500.00**				
MW OH	NAVARRO, MAC V011664	PD TRAINING MEAL, MILEAGE	213041-6250 Staff Training	AP120522	68.75	NAVARRO1222		00125539	12/09/2022
				Check Total:	**68.75**				
MW OH	NV5 INC V011256	OCT CM/CI SERVICES	103101-6750 Infrastructure - Sewer	AP120522	35,455.00	301314	P12650	00125540	12/09/2022

City of Placentia
Check Register
For 01/04/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	NV5 INC V011256	JUL OLD CH RENOVATION INSP SVS	795106-6850 Building & Facilities	AP120522	10,400.00	286068	P12685	00125540	12/09/2022
MW OH	NV5 INC V011256	AUG OLD CH RENOVATION INSP SVS	795106-6850 Building & Facilities	AP120522	11,960.00	291980	P12685	00125540	12/09/2022
MW OH	NV5 INC V011256	SEP OLD CH RENOVATION INSP SVS	795106-6850 Building & Facilities	AP120522	3,120.00	296267	P12685	00125540	12/09/2022
				Check Total:	**60,935.00**				
MW OH	OC SHIRT SHOP LLC V012414	PYB BASKETBALL JERSEY	104071-6301 / 79376-6301 Special Department Expenses	AP120522	2,774.56	3639	P12697	00125541	12/09/2022
				Check Total:	**2,774.56**				
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP120522	349.26	69693		00125542	12/09/2022
				Check Total:	**349.26**				
MW OH	ORANGE COUNTY V000699	P/E 11/12 PD 11/18	0076-2176 PCEA/OCEA Assoc Dues	AP120522	1.11	PR2201023		00125543	12/09/2022
MW OH	ORANGE COUNTY V000699	P/E 11/12 PD 11/18	0037-2176 PCEA/OCEA Assoc Dues	AP120522	1.15	PR2201023		00125543	12/09/2022
MW OH	ORANGE COUNTY V000699	P/E 11/12 PD 11/18	0048-2176 PCEA/OCEA Assoc Dues	AP120522	14.57	PR2201023		00125543	12/09/2022
MW OH	ORANGE COUNTY V000699	P/E 11/12 PD 11/18	0050-2176 PCEA/OCEA Assoc Dues	AP120522	0.00	PR2201023		00125543	12/09/2022
MW OH	ORANGE COUNTY V000699	P/E 11/12 PD 11/18	0054-2176 PCEA/OCEA Assoc Dues	AP120522	0.58	PR2201023		00125543	12/09/2022
MW OH	ORANGE COUNTY V000699	P/E 11/12 PD 11/18	0010-2176 PCEA/OCEA Assoc Dues	AP120522	448.63	PR2201023		00125543	12/09/2022
MW OH	ORANGE COUNTY V000699	P/E 11/12 PD 11/18	0029-2176 PCEA/OCEA Assoc Dues	AP120522	7.51	PR2201023		00125543	12/09/2022
MW OH	ORANGE COUNTY	P/E 11/12 PD 11/18	0029-2176	AP120522	9.82	PR2201024		00125543	12/09/2022

City of Placentia
Check Register
For 01/04/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000699		PCEA/OCEA Assoc Dues						
MW OH	ORANGE COUNTY V000699	P/E 11/12 PD 11/18	0050-2176 PCEA/OCEA Assoc Dues	AP120522	0.00	PR2201024		00125543	12/09/2022
MW OH	ORANGE COUNTY V000699	P/E 11/12 PD 11/18	0037-2176 PCEA/OCEA Assoc Dues	AP120522	1.15	PR2201024		00125543	12/09/2022
MW OH	ORANGE COUNTY V000699	PE 11/26 PD 12/2	0010-2176 PCEA/OCEA Assoc Dues	AP120522	446.62	PR2201024		00125543	12/09/2022
MW OH	ORANGE COUNTY V000699	P/E 11/12 PD 11/18	0048-2176 PCEA/OCEA Assoc Dues	AP120522	14.92	PR2201024		00125543	12/09/2022
MW OH	ORANGE COUNTY V000699	P/E 11/12 PD 11/18	0076-2176 PCEA/OCEA Assoc Dues	AP120522	0.46	PR2201024		00125543	12/09/2022
MW OH	ORANGE COUNTY V000699	P/E 11/12 PD 11/18	0054-2176 PCEA/OCEA Assoc Dues	AP120522	0.58	PR2201024		00125543	12/09/2022
				Check Total:	**947.10**				
MW OH	ORANGE COUNTY V011002	NOV FACILITY CAPACITY FEE	102532-4364 Sanitation Collect Fees	AP120522	-4,467.80	1103022		00125544	12/09/2022
MW OH	ORANGE COUNTY V011002	NOV FACILITY CAPACITY FEE	0044-2037 County Sanitation Dist Fee	AP120522	89,356.00	1103022		00125544	12/09/2022
				Check Total:	**84,888.20**				
MW OH	PCEA C/O NORTH ORANGE C V000679	PE 11/12 PD 11/18	0037-2176 PCEA/OCEA Assoc Dues	AP120522	0.10	PR2201023		00125545	12/09/2022
MW OH	PCEA C/O NORTH ORANGE C V000679	PE 11/12 PD 11/18	0050-2176 PCEA/OCEA Assoc Dues	AP120522	0.00	PR2201023		00125545	12/09/2022
MW OH	PCEA C/O NORTH ORANGE C V000679	PE 11/12 PD 11/18	0054-2176 PCEA/OCEA Assoc Dues	AP120522	0.05	PR2201023		00125545	12/09/2022
MW OH	PCEA C/O NORTH ORANGE C V000679	PE 11/12 PD 11/18	0048-2176 PCEA/OCEA Assoc Dues	AP120522	1.26	PR2201023		00125545	12/09/2022
MW OH	PCEA C/O NORTH ORANGE C	PE 11/12 PD 11/18	0029-2176	AP120522	0.65	PR2201023		00125545	12/09/2022

City of Placentia
Check Register
For 01/04/2023

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 CO V000679	PCEA P/E 11/12 PD 11/18	0010-2176 PCEA/OCEA Assoc Dues	AP120522	38.84	PR2201023		00125545	12/09/2022
MW OH	PCEA C/O NORTH ORANGE CO V000679	PCEA P/E 11/12 PD 11/18	0058-2176 PCEA/OCEA Assoc Dues	AP120522	0.00	PR2201023		00125545	12/09/2022
MW OH	PCEA C/O NORTH ORANGE CO V000679	PCEA P/E 11/12 PD 11/18	0076-2176 PCEA/OCEA Assoc Dues	AP120522	0.10	PR2201023		00125545	12/09/2022
MW OH	PCEA C/O NORTH ORANGE CO V000679	PCEA P/E 11/12 PD 11/18	0076-2176 PCEA/OCEA Assoc Dues	AP120522	0.04	PR2201024		00125545	12/09/2022
MW OH	PCEA C/O NORTH ORANGE CO V000679	PCEA P/E 11/12 PD 11/18	0058-2176 PCEA/OCEA Assoc Dues	AP120522	0.00	PR2201024		00125545	12/09/2022
MW OH	PCEA C/O NORTH ORANGE CO V000679	PCEA PE 11/26 PD 12/2	0010-2176 PCEA/OCEA Assoc Dues	AP120522	38.67	PR2201024		00125545	12/09/2022
MW OH	PCEA C/O NORTH ORANGE CO V000679	PCEA P/E 11/12 PD 11/18	0037-2176 PCEA/OCEA Assoc Dues	AP120522	0.10	PR2201024		00125545	12/09/2022
MW OH	PCEA C/O NORTH ORANGE CO V000679	PCEA P/E 11/12 PD 11/18	0029-2176 PCEA/OCEA Assoc Dues	AP120522	0.85	PR2201024		00125545	12/09/2022
MW OH	PCEA C/O NORTH ORANGE CO V000679	PCEA P/E 11/12 PD 11/18	0048-2176 PCEA/OCEA Assoc Dues	AP120522	1.29	PR2201024		00125545	12/09/2022
MW OH	PCEA C/O NORTH ORANGE CO V000679	PCEA P/E 11/12 PD 11/18	0054-2176 PCEA/OCEA Assoc Dues	AP120522	0.05	PR2201024		00125545	12/09/2022
MW OH	PCEA C/O NORTH ORANGE CO V000679	PCEA P/E 11/12 PD 11/18	0050-2176 PCEA/OCEA Assoc Dues	AP120522	0.00	PR2201024		00125545	12/09/2022
				Check Total:	**82.00**				
MW OH	PEREZ, JOANNA V012408	DEPOSIT PERMIT REFUND	104071-4385 Facility Rental	AP120522	150.00	2003326.002		00125546	12/09/2022
				Check Total:	**150.00**				
MW OH	PEREZ, VICTOR DE LA CRUZ	PERMIT DEPOSIT REFUND	104071-4385	AP120522	150.00	2003330.002		00125547	12/09/2022

City of Placentia
Check Register
For 01/04/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V012409		Facility Rental						
				Check Total:	**150.00**				
MW OH	PETTY CASH V012043	TAMALE FEST PETTY CASH	104071-6301 Special Department Expenses	AP120522	1,100.00	11302022		00125548	12/09/2022
				Check Total:	**1,100.00**				
MW OH	PHONE SUPPLEMENTS V012311	DISPATCH HEADSET & PHONE EQUIP	101515-6137 Repair Maint/Equipment	AP120522	1,436.65	121704		00125549	12/09/2022
				Check Total:	**1,436.65**				
MW OH	PLACENTIA YORBA LINDA V000794	CITY CERTIFICATE PAPER	109595-6230 Printing & Binding	AP120522	146.81	59665		00125550	12/09/2022
				Check Total:	**146.81**				
MW OH	PRECISION TRAINING GROUP V012418	PD DRIVING OPERATOR REG	103066-6250 Staff Training	AP120522	2,400.00	12/052022		00125551	12/09/2022
				Check Total:	**2,400.00**				
MW OH	PRUDENTIAL OVERALL V000836	11/23 PW UNIFORM CLEANING SVS	103650-6360 Uniforms	AP120522	155.48	62761365	P12480	00125552	12/09/2022
				Check Total:	**155.48**				
MW OH	PYROCOP INC V012136	FIRE INVESTIGATION	103066-6290 Dept. Contract Services	AP120522	2,994.47	2022-0071	P12625	00125553	12/09/2022
				Check Total:	**2,994.47**				
MW OH	QUADIENT FINANCE USA INC V011439	POSTAGE - MAILING MACHINE	109595-6325 Postage	AP120522	5,049.51	111722		00125554	12/09/2022
				Check Total:	**5,049.51**				
MW OH	RAMIREZ, MARTHA VANESSA V012416	12/08 ENTERTAINER	104075-6299 Other Purchased Services	AP120522	600.00	TAMALE FEST		00125555	12/09/2022
				Check Total:	**600.00**				
MW OH	RED 88 MEDIA LLC	OCT-NOV BROADCASTING SVS	102534-6099	AP120522	1,485.00	22-1025-0010	P12607	00125556	12/09/2022

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V012180		Professional Services						
				Check Total:	**1,485.00**				
MW OH	REVARD, TAYLOR V011038	PD TRAINING MEAL, MILEAGE	213041-6250 Staff Training	AP120522	68.75	REVARD121422		00125557	12/09/2022
				Check Total:	**68.75**				
MW OH	RING CENTRAL INC V012026	DEC PHONE SYSTEM SERVICE	102532-6136 Software Maintenance	AP120522	7,453.58	CD_000499627		00125558	12/09/2022
				Check Total:	**7,453.58**				
MW OH	ROSALES, JESUS V012404	ENTERTAINER FOR TAMALE FEST.	104075-6299 / 79398-6299 Other Purchased Services	AP120522	200.00	11282022		00125559	12/09/2022
				Check Total:	**200.00**				
MW OH	RYDIN DECAL V005931	2023 PARKING PERMIT DECALS	103047-6230 Printing & Binding	AP120522	1,544.11	399450		00125560	12/09/2022
				Check Total:	**1,544.11**				
MW OH	SITEONE LANDSCAPE V011004	LANDSCAPING SUPPLIES	103655-6301 Special Department Expenses	AP120522	238.32	125336475-001		00125561	12/09/2022
				Check Total:	**238.32**				
MW OH	SO CAL GAS V000909	OCT-NOV GAS CHARGES	109595-6340 Natural Gas	AP120522	119.37	120522		00125562	12/09/2022
				Check Total:	**119.37**				
MW OH	SO CAL LAND MAINTENANCE V011102	OCT PARKS LANDSCAPE MAINT.	104071-6130 Repair & Maint/Facilities	AP120522	680.00	10362		00125563	12/09/2022
				Check Total:	**680.00**				
MW OH	SOUTHERN CALIFORNIA V000910	OCT-NOV ELECTRIC CHARGES	109595-6330 Electricity	AP120522	2,144.86	120522		00125564	12/09/2022
				Check Total:	**2,144.86**				
MW OH	SPARKLETTS	NOV CH COFFEE, WATER SVS	109595-6301	AP120522	8,737.44	4106122 111722		00125565	12/09/2022

City of Placentia
Check Register
For 01/04/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000967		Special Department Expenses						
				Check Total:	**8,737.44**				
MW OH	SPLASH PLUMBING V012413	SENIOR CTR WATER LEACK REPAIR	103654-6130 Repair & Maint/Facilities	AP120522	1,439.90	26829417		00125566	12/09/2022
				Check Total:	**1,439.90**				
MW OH	TEAM ONE MANAGEMENT V010070	NOV PARK JANITORIAL SVS	103655-6290 Dept. Contract Services	AP120522	5,931.25	79	P12516	00125567	12/09/2022
				Check Total:	**5,931.25**				
MW OH	THINKSUPPLIES.COM V007047	PAPER	109595-6315 Office Supplies	AP120522	257.78	69666		00125568	12/09/2022
				Check Total:	**257.78**				
MW OH	THOMPSON, DANIEL J V011347	12/9 ENTERTAINMENT SERVICE	104071-6060 Instructional Services	AP120522	220.00	120920221915		00125569	12/09/2022
				Check Total:	**220.00**				
MW OH	THOMPSON, DANIEL J V011347	12/23 ENTERTAINMENT SERVICE	104071-6060 Instructional Services	AP120522	305.00	122320221115		00125570	12/09/2022
				Check Total:	**305.00**				
MW OH	TITUS, DILLON V011003	PD TRAINING MEAL, MILEAGE	103041-6250 Staff Training	AP120522	37.25	TITUS121622M		00125571	12/09/2022
				Check Total:	**37.25**				
MW OH	TOM DODSON & ASSOCIATES V009472	SCT CEQA PROJECT SUPPORT	742531-6099 Professional Services	AP120522	1,950.00	PLA-123-1		00125572	12/09/2022
				Check Total:	**1,950.00**				
MW OH	TOP BALLERS HENRY PARK V012407	PERMIT DEPOSIT REFUND	104071-4385 Facility Rental	AP120522	100.00	2003328.002		00125573	12/09/2022
				Check Total:	**100.00**				
MW OH	TRUIST GOVERNMENTAL	GAS TAX REVENUE BONDS	525525-6905	AP120522	201,782.99	110422		00125574	12/09/2022

City of Placentia
Check Register
For 01/04/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V012073		Principal/Bonds/COP's/Leases						
				Check Total:	**201,782.99**				
MW OH	TURBO DATA SYSTEMS INC V001238	NOV PARKING CITATION SVS	103047-6290 Dept. Contract Services	AP120522	1,273.60	38972		00125575	12/09/2022
				Check Total:	**1,273.60**				
MW OH	UNIQUE PRINTING V010259	BUSINESS CARDS- PEREZ, INIGUEZ	103040-6230 Printing & Binding	AP120522	69.06	44590		00125576	12/09/2022
				Check Total:	**69.06**				
MW OH	URIIBE, MARITZA RAELYN V012410	PERMIT DEPOSIT REFUND	104071-4385 Facility Rental	AP120522	150.00	200333.002		00125577	12/09/2022
				Check Total:	**150.00**				
MW OH	US BANK PARS #6746022400 V008781	PARS PE 11/26 PD 12/02	0010-2126 Employee PARS/ARS W/H	AP120522	1,376.74	PR1101024		00125578	12/09/2022
MW OH	US BANK PARS #6746022400 V008781	PARS PE 11/26 PD 12/02	0010-2131 Employer PARS/ARS Payable	AP120522	1,376.74	PR1101024		00125578	12/09/2022
MW OH	US BANK PARS #6746022400 V008781	PARS PE 11/12 PD 11/18	0010-2131 Employer PARS/ARS Payable	AP120522	1,641.26	PR2201023		00125578	12/09/2022
MW OH	US BANK PARS #6746022400 V008781	PARS PE 11/12 PD 11/18	0010-2126 Employee PARS/ARS W/H	AP120522	1,641.26	PR2201023		00125578	12/09/2022
MW OH	US BANK PARS #6746022400 V008781	PARS PE 11/12 PD 11/18	0050-2126 Employee PARS/ARS W/H	AP120522	0.00	PR2201023		00125578	12/09/2022
MW OH	US BANK PARS #6746022400 V008781	PARS PE 11/12 PD 11/18	0050-2131 Employer PARS/ARS Payable	AP120522	0.00	PR2201023		00125578	12/09/2022
				Check Total:	**6,036.00**				
MW OH	VERIZON WIRELESS V008735	10/21-11/20 PD DEVICES SVS	109595-6215 Telephone/Internet	AP120522	3,704.45	9921040897		00125579	12/09/2022
MW OH	VERIZON WIRELESS V008735	10/21-11/20 IPAD INTERNET SVS	109595-6215 Telephone/Internet	AP120522	38.01	9921040898		00125579	12/09/2022

City of Placentia
Check Register
For 01/04/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	VERIZON WIRELESS V008735	10/21-11/20 CS PHONE CHARGES	109595-6215 Telephone/Internet	AP120522	589.03	9921040899		00125579	12/09/2022
MW OH	VERIZON WIRELESS V008735	10/21-11/20 IPADS INTERNET SVS	109595-6215 Telephone/Internet	AP120522	220.95	9921040900		00125579	12/09/2022
MW OH	VERIZON WIRELESS V008735	10/21-11/20 KRAMER PS INTERNET	109595-6215 / 21009-6215 Telephone/Internet	AP120522	19.01	9921044958		00125579	12/09/2022
MW OH	VERIZON WIRELESS V008735	10/21-11/20 KRAMER PS INTERNET	109595-6215 Telephone/Internet	AP120522	19.00	9921044958		00125579	12/09/2022
				Check Total:	**4,590.45**				
MW OH	VIGILANT SOLUTIONS LLC V011977	MOBILE LIC PLATE READER SOFTW	103041-6136 Software Maintenance	AP120522	7,750.00	49613 RI	P12670	00125580	12/09/2022
				Check Total:	**7,750.00**				
MW OH	WELLS FARGO VENDOR FIN V010076	12/1-31 COPIER/PRINTER SVS	109595-6175 Office Equipment Rental	AP120522	219.89	5022714114		00125581	12/09/2022
				Check Total:	**219.89**				
MW OH	WEST COAST ARBORISTS INC V001124	11/1-15 TREE TRIMMING SVS	173555-6116 Tree Maintenance	AP120522	150.00	19002	P12554	00125582	12/09/2022
MW OH	WEST COAST ARBORISTS INC V001124	11/01-15 TREE TRIMMING SVS	103655-6116 Tree Maintenance	AP120522	150.00	19002	P12554	00125582	12/09/2022
MW OH	WEST COAST ARBORISTS INC V001124	11/22 TREE TRIMMING SVS	103655-6116 Tree Maintenance	AP120522	2,100.00	193003	P12554	00125582	12/09/2022
MW OH	WEST COAST ARBORISTS INC V001124	11/22 TREE TRIMMING SVS	173555-6116 Tree Maintenance	AP120522	2,100.00	193003	P12554	00125582	12/09/2022
				Check Total:	**4,500.00**				
MW OH	WEST GROVE VOLLEYBALL V011359	FALL 2022 INSTRUCTOR PAYMENT	104071-6060 Instructional Services	AP120522	780.00	FALL 2022		00125583	12/09/2022
				Check Total:	**780.00**				
MW OH	WILHITE, LISA	BANNER RESERVATION FEE REFUND	00000-4161	AP120522	175.00	102622		00125584	12/09/2022

City of Placentia
Check Register
For 01/04/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V012402		Banner Permits						
				Check Total:	**175.00**				
MW OH	YORBA LINDA WATER V001148	SEP-COT WATER CHARGES	109595-6335 Water	AP120522	2,631.01	120122		00125585	12/09/2022
				Check Total:	**2,631.01**				
MW OH	YORBA LINDA WATER V006633	NOV SEWER CHARGES	484356-6297 Billing Services	AP120522	1,053.99	549196		00125586	12/09/2022
				Check Total:	**1,053.99**				
MW OH	RIVERSIDE COUNTY V008065	PD ARREST & CONTROL REG	103041-6250 Staff Training	AP121322	125.00	IRVINE122022R		00125587	12/14/2022
MW OH	RIVERSIDE COUNTY V008065	PD ARREST & CONTROL REG	103042-6250 Staff Training	AP121322	125.00	MARTINEZ1220		00125587	12/14/2022
MW OH	RIVERSIDE COUNTY V008065	PD ARREST & CONTROL REG	103042-6250 Staff Training	AP121322	125.00	MCKENZIE1220		00125587	12/14/2022
				Check Total:	**375.00**				
MW OH	GLOBE PARTY INC V012425	TINY TOTS ENTERTAINER	104071-6301 / 22401-6301 Special Department Expenses	AP121422	145.20	12012022		00125588	12/15/2022
				Check Total:	**145.20**				
MW OH	AGA ENGINEERS INC V007111	JUL TOD TS UPDATES	702001-6185 Construction Services	AP121222	505.00	22228-INA	P12637	00125589	12/16/2022
				Check Total:	**505.00**				
MW OH	AIM TD LLC V012426	SPEED SURVEY	103550-6099 Professional Services	AP121222	500.00	I5037		00125590	12/16/2022
				Check Total:	**500.00**				
MW OH	ALCALA, JASON V006564	PD TRAINING MEAL, MILEAGE	213041-6250 Staff Training	AP121222	61.00	ALCALA120622		00125591	12/16/2022
				Check Total:	**61.00**				

City of Placentia
Check Register
For 01/04/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	ALL AMERICAN ASPHALT V000067	OCT CONSTRUCTION SVS	181201-6740 Infrastructure - Streets	AP121222	156,678.91	1201-1	P12550	00125592	12/16/2022
MW OH	ALL AMERICAN ASPHALT V000067	OCT CONSTRUCTION SVS	331201-6740 Infrastructure - Streets	AP121222	12,075.12	1201-1	P12550	00125592	12/16/2022
MW OH	ALL AMERICAN ASPHALT V000067	OCT CONSTRUCTION SVS	601201-6740 Infrastructure - Streets	AP121222	156,678.92	1201-1	P12550	00125592	12/16/2022
				Check Total:	**325,432.95**				
MW OH	ALLIANCE BUSINESS V011660	DEC FD INTERNET FIBER SVS	109595-6215 Telephone/Internet	AP121222	1,412.04	2177535		00125593	12/16/2022
				Check Total:	**1,412.04**				
MW OH	ALTA PLANNING + DESIGN V012171	AUG ENGINEERING DESIGN SVS	502003-6741 Infrastructure - Traffic	AP121222	31,156.54	00-2021-133-10	P12703	00125594	12/16/2022
MW OH	ALTA PLANNING + DESIGN V012171	AUG ENGINEERING DESIGN SVS	692003-6741 Infrastructure - Traffic	AP121222	7,789.13	00-2021-133-10	P12703	00125594	12/16/2022
MW OH	ALTA PLANNING + DESIGN V012171	SEP ENGINEERING DESIGN SVS	692003-6741 Infrastructure - Traffic	AP121222	304.12	00-2021-133-11	P12703	00125594	12/16/2022
MW OH	ALTA PLANNING + DESIGN V012171	SEP ENGINEERING DESIGN SVS	502003-6741 Infrastructure - Traffic	AP121222	1,216.46	00-2021-133-11	P12703	00125594	12/16/2022
MW OH	ALTA PLANNING + DESIGN V012171	JUL ENGINEERING DESIGN SVS	692003-6741 Infrastructure - Traffic	AP121222	1,775.67	00-2021-133-9	P12703	00125594	12/16/2022
MW OH	ALTA PLANNING + DESIGN V012171	JUL ENGINEERING DESIGN SVS	502003-6741 Infrastructure - Traffic	AP121222	7,102.67	00-2021-133-9	P12703	00125594	12/16/2022
				Check Total:	**49,344.59**				
MW OH	ALVAREZ, OMAR V012054	PD TRAINING MEAL, MILEAGE	103041-6250 Staff Training	AP121222	38.25	ALVAREZ1216		00125595	12/16/2022
				Check Total:	**38.25**				
MW OH	AMAZON CAPITAL SERVICES V012336	FD RECORD BOOKS	103066-6315 Office Supplies	AP121222	197.48	147C-RRFD-		00125596	12/16/2022

City of Placentia
Check Register
For 01/04/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	AMAZON CAPITAL SERVICES V012336	OFFICE SUPPLIES	103065-6301 Special Department Expenses	AP121222	214.79	17JT-4WFK-		00125596	12/16/2022
MW OH	AMAZON CAPITAL SERVICES V012336	COMM CHRISTMAS BASKET	104072-6301 Special Department Expenses	AP121222	163.08	19YJ-JMYR-		00125596	12/16/2022
MW OH	AMAZON CAPITAL SERVICES V012336	COMM CHRISTMAS BASKET	104072-6301 Special Department Expenses	AP121222	135.82	1NJN-PDTX-		00125596	12/16/2022
MW OH	AMAZON CAPITAL SERVICES V012336	FD ENG. 1 - GAS SHOCK STRUTS	103066-6134 Vehicle Repair & Maintenance	AP121222	54.10	1PPC-LL1V-		00125596	12/16/2022
MW OH	AMAZON CAPITAL SERVICES V012336	FD KITCHEN SUPPLIES	103065-6301 Special Department Expenses	AP121222	112.32	1PQ4-VNXG-		00125596	12/16/2022
				Check Total:	**877.59**				
MW OH	AT & T V008736	11/26-12/26 POWELL INTERNET	109595-6215 Telephone/Internet	AP121222	63.49	DEC 2022		00125597	12/16/2022
MW OH	AT & T V008736	12/2-1/1 FD 1 INTERNET SERVICE	109595-6215 Telephone/Internet	AP121222	164.43	FD1 DEC22		00125597	12/16/2022
				Check Total:	**227.92**				
MW OH	AT & T MOBILITY V008709	12/8-1/7 IPADINTERNET CHARGES	109595-6215 Telephone/Internet	AP121222	589.34	X13132022		00125598	12/16/2022
				Check Total:	**589.34**				
MW OH	AT&T V004144	OCT-NOV PHONE SERVICE	109595-6215 Telephone/Internet	AP121222	632.03	120822		00125599	12/16/2022
MW OH	AT&T V004144	NOV-DEC PHONE CHARGES	109595-6215 Telephone/Internet	AP121222	1,082.16	121322		00125599	12/16/2022
MW OH	AT&T V004144	NOV-DEC PHONE CHARGES	109595-6215 / 21008-6215 Telephone/Internet	AP121222	9.83	121322		00125599	12/16/2022
MW OH	AT&T V004144	NOV-DEC PHONE CHARGES	296561-6215 Telephone/Internet	AP121222	139.96	121322		00125599	12/16/2022
				Check Total:	**1,863.98**				

City of Placentia
Check Register
For 01/04/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	AT&T V007715	11/17-12/16 FD1 PHONE SERVICE	109595-6215 Telephone/Internet	AP121222	276.59	FD STA1 DEC22		00125600	12/16/2022
MW OH	AT&T V007715	11/17-12/16 FD2 PHONE SERVICE	109595-6215 Telephone/Internet	AP121222	276.59	FD STA2 DEC22		00125600	12/16/2022
				Check Total:	**553.18**				
MW OH	AUDI NORTH OC V012263	NOV VEHICLE REBATE PROGRAM	102534-6363 Resident Vehicle Rebate Prog	AP121222	2,500.00	NOVEMBER,		00125601	12/16/2022
				Check Total:	**2,500.00**				
MW OH	B & C BURGERS V011560	GUN NUYVACK SUPPLIES	503040-6301 / 233001-6301 Special Department Expenses	AP121222	570.94	INV0186		00125602	12/16/2022
				Check Total:	**570.94**				
MW OH	BRENNAN ESTIMATING V011259	DEC FIRE AND SECURITY ALARM	103654-6127 Alarm Monitoring	AP121222	360.00	9247	P12660	00125603	12/16/2022
				Check Total:	**360.00**				
MW OH	BUTTS, BRAD V002941	NOV FASTRAK REIMBURSEMENT	103040-6301 Special Department Expenses	AP121222	394.70	NOVEMBER 22		00125604	12/16/2022
				Check Total:	**394.70**				
MW OH	CARPENTER ROTHANS & V012176	LITIGATION SERVICES	404582-6006 Litigation	AP121222	4,874.24	41938A		00125605	12/16/2022
MW OH	CARPENTER ROTHANS & V012176	LITIGATION SERVICES	404582-6006 Litigation	AP121222	738.00	41939A		00125605	12/16/2022
				Check Total:	**5,612.24**				
MW OH	CASTAGNA AWNINGS V012421	NAV CTR AWNINGS REPLC DEPOSIT	784070-6999 Other Expenditure	AP121222	4,980.25	110322	P12714	00125606	12/16/2022
				Check Total:	**4,980.25**				
MW OH	CHARTER COMMUNICATIONS V004450	21-12/20 EOC INTERNET	109595-6215 Telephone/Internet	AP121222	689.03	0034466112622		00125607	12/16/2022

City of Placentia
Check Register
For 01/04/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	**689.03**				
MW OH	CHARTER COMMUNICATIONS V012060	12/1-31 GOMEZ CTR INTERNET SVS	109595-6215 Telephone/Internet	AP121222	139.99	12228860112012		00125608	12/16/2022
				Check Total:	**139.99**				
MW OH	CHAVEZ, YOLANDA V012419	PERMIT DEPOSIT REFUND	104071-4385 Facility Rental	AP121222	100.00	2003340.002		00125609	12/16/2022
				Check Total:	**100.00**				
MW OH	CITY OF BREA V000125	BUSINESS CARDS - BANGEAN, TAO	103550-6230 Printing & Binding	AP121222	39.70	ASR0000162		00125610	12/16/2022
MW OH	CITY OF BREA V000125	BUSINESS CARDS - KIRWIN	101511-6315 Office Supplies	AP121222	13.51	ASR0000163		00125610	12/16/2022
MW OH	CITY OF BREA V000125	HOLIDAY CARDS	103065-6315 Office Supplies	AP121222	80.08	ASR0000164		00125610	12/16/2022
				Check Total:	**133.29**				
MW OH	CLEAR CHOICE LIEN SALES V005847	NOV LIEN SERVICES	103047-6182 Lien Services	AP121222	175.00	130 11/02/22		00125611	12/16/2022
MW OH	CLEAR CHOICE LIEN SALES V005847	NOV LIEN SERVICES	103047-6182 Lien Services	AP121222	25.00	131 11/03/22		00125611	12/16/2022
MW OH	CLEAR CHOICE LIEN SALES V005847	NOV LIEN SERVICES	103047-6182 Lien Services	AP121222	25.00	132 11/03/22		00125611	12/16/2022
MW OH	CLEAR CHOICE LIEN SALES V005847	NOV LIEN SERVICES	103047-6182 Lien Services	AP121222	100.00	138 11/10/22		00125611	12/16/2022
MW OH	CLEAR CHOICE LIEN SALES V005847	NOV LIEN SERVICES	103047-6182 Lien Services	AP121222	25.00	138B 11/10/22		00125611	12/16/2022
MW OH	CLEAR CHOICE LIEN SALES V005847	OCT LIEN SERVICES	103047-6182 Lien Services	AP121222	45.00	3882 11/04/22		00125611	12/16/2022
MW OH	CLEAR CHOICE LIEN SALES V005847	OCT LIEN SERVICES	103047-6182 Lien Services	AP121222	90.00	3884 11/10/22		00125611	12/16/2022

City of Placentia
Check Register
For 01/04/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	CLEAR CHOICE LIEN SALES V005847	NOV LIEN SERVICES	103047-6182 Lien Services	AP121222	85.50	497 11/08/22		00125611	12/16/2022
MW OH	CLEAR CHOICE LIEN SALES V005847	NOV LIEN SERVICES	103047-6182 Lien Services	AP121222	90.00	6705 11/02/22		00125611	12/16/2022
MW OH	CLEAR CHOICE LIEN SALES V005847	NOV LIEN SERVICES	103047-6182 Lien Services	AP121222	15.00	6712 11/10/22		00125611	12/16/2022
MW OH	CLEAR CHOICE LIEN SALES V005847	NOV LIEN SERVICES	103047-6182 Lien Services	AP121222	15.00	6714 11/16/22		00125611	12/16/2022
				Check Total:	**690.50**				
MW OH	CLIFTONLARSONALLEN LLP V012348	FINANCIAL AUDIT SVS	102020-6010 Accounting & Auditing Service	AP121222	14,850.00	349976	P12629	00125612	12/16/2022
				Check Total:	**14,850.00**				
MW OH	COLETTE'S CHILDREN'S V012433	CHRISTMAS TOYS DONATION	103065-2084 / 22852-2084 Donations for Charities	AP121222	2,500.00	121322		00125613	12/16/2022
				Check Total:	**2,500.00**				
MW OH	CONTRERAS, JOSHUA V011352	PD TRAINING MEAL, MILEAGE	213041-6250 Staff Training	AP121222	68.75	CONTRERAS12		00125614	12/16/2022
				Check Total:	**68.75**				
MW OH	COUNTY OF ORANGE V008881	PD PRE-BOOKING FORMS	103040-6230 Printing & Binding	AP121222	135.20	SH 63872		00125615	12/16/2022
MW OH	COUNTY OF ORANGE V008881	DEC AFIS SERVICE	103040-6290 Dept. Contract Services	AP121222	1,956.00	SH 63952		00125615	12/16/2022
				Check Total:	**2,091.20**				
MW OH	CRAFTSMAN WOOD FIRED V009271	HOLIDAY LUNCHEON CATERING	109595-6301 / 239501-6301 Special Department Expenses	AP121222	5,523.37	DECEMBER		00125616	12/16/2022
				Check Total:	**5,523.37**				
MW OH	DEKRA-LITE V003946	INSTALL CHRISTMAS TREE	104071-6099 Professional Services	AP121222	1,747.20	ARINV019250	P12476	00125617	12/16/2022

City of Placentia
Check Register
For 01/04/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	**1,747.20**				
MW OH	DENNIS AND DEBORAH V007072	JAN-MAR 2023 LEASE PMT	103043-6160 Facility Rental	AP121222	19,564.03	120922	P12521	00125618	12/16/2022
				Check Total:	**19,564.03**				
MW OH	DEPARTMENT OF JUSTICE V000213	NOV LIVESCAN PROCESSING	101512-6099 Professional Services	AP121222	884.00	622443		00125619	12/16/2022
MW OH	DEPARTMENT OF JUSTICE V000213	NOV LIVESCAN PROCESSING	0044-2053 DOJ Livescan	AP121222	219.00	622443		00125619	12/16/2022
MW OH	DEPARTMENT OF JUSTICE V000213	NOV LIVESCAN PROCESSING	0044-2054 FBI Livescan	AP121222	51.00	622443		00125619	12/16/2022
				Check Total:	**1,154.00**				
MW OH	DEROTIC EMERGENCY V011295	FD E2 REPAIRS	103066-6134 Vehicle Repair & Maintenance	AP121222	770.00	SO-1902		00125620	12/16/2022
				Check Total:	**770.00**				
MW OH	DFS FLOORING INC V000099	NV CARPET CLEANING SVS	103654-6301 Special Department Expenses	AP121222	709.00	309757-17	P12465	00125621	12/16/2022
				Check Total:	**709.00**				
MW OH	DREW, BRIAN V004950	PD TRAINING MEAL, MILEAGE	103041-6250 Staff Training	AP121222	38.25	DREW121622M		00125622	12/16/2022
				Check Total:	**38.25**				
MW OH	EILEY, TIFFANY V009544	PD TRAINING MEAL, MILEAGE	103041-6250 Staff Training	AP121222	38.25	EILEY121622M		00125623	12/16/2022
				Check Total:	**38.25**				
MW OH	ENTERPRISE FLEET V003312	DEC PD VEHICLE LEASE PMT	103042-6165 Vehicle Rental	AP121222	6,699.05	FBN4622246	P12531	00125624	12/16/2022
MW OH	ENTERPRISE FLEET V003312	DEC PD VEHICLE LEASE PMT	103041-6165 Vehicle Rental	AP121222	3,607.18	FBN4622246	P12531	00125624	12/16/2022

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	**10,306.23**				
MW OH	EPOWER NETWORK INC V011953	CH GENERATOR MAINT	103654-6137 Repair Maint/Equipment	AP121222	493.34	30912	P12474	00125625	12/16/2022
MW OH	EPOWER NETWORK INC V011953	FD 1 GENERATOR MAINT	103654-6137 Repair Maint/Equipment	AP121222	418.48	30914	P12474	00125625	12/16/2022
MW OH	EPOWER NETWORK INC V011953	FD 2 GENERATOR MAINT	103654-6137 Repair Maint/Equipment	AP121222	405.03	30916	P12474	00125625	12/16/2022
				Check Total:	**1,316.85**				
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP121222	39.29	102-177087	P12506	00125626	12/16/2022
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP121222	6.95	102-177128	P12506	00125626	12/16/2022
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP121222	125.26	102-177148	P12506	00125626	12/16/2022
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP121222	8.98	102-177380	P12506	00125626	12/16/2022
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP121222	4.65	102-177413	P12506	00125626	12/16/2022
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP121222	50.04	102-177453	P12506	00125626	12/16/2022
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP121222	16.12	11-1926495	P12506	00125626	12/16/2022
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP121222	16.12	11-1926513	P12506	00125626	12/16/2022
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP121222	33.12	12-4975525	P12506	00125626	12/16/2022
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP121222	35.79	12-4975559	P12506	00125626	12/16/2022
MW OH	FACTORY MOTOR PARTS	PARTS/SUPPLIES	103658-6134	AP121222	8.06	12-4993776	P12506	00125626	12/16/2022

City of Placentia
Check Register
For 01/04/2023

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	PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP121222	34.48	12-4998652	P12506	00125626	12/16/2022
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP121222	58.64	12-5005614	P12506	00125626	12/16/2022
				Check Total:	**437.50**				
MW OH	FAIRWAY FORD V000376	CANNISTER	103658-6134 Vehicle Repair & Maintenance	AP121222	239.52	274749		00125627	12/16/2022
				Check Total:	**239.52**				
MW OH	FIFTH AVENUE CLEANERS V010431	PD - NOV DRY CLEANING SERVICES	103654-6290 Dept. Contract Services	AP121222	516.96	NOVEMBER 22		00125628	12/16/2022
				Check Total:	**516.96**				
MW OH	FM THOMAS AIR V010634	PD WALKING FREEZER	103654-6290 Dept. Contract Services	AP121222	2,567.16	44673		00125629	12/16/2022
MW OH	FM THOMAS AIR V010634	HVAC -REPLACED FLAME SENSOR	103654-6290 Dept. Contract Services	AP121222	439.88	44648	P12468	00125629	12/16/2022
MW OH	FM THOMAS AIR V010634	HVAC MAINT-REPLACED HIS	103654-6290 Dept. Contract Services	AP121222	200.00	44649	P12468	00125629	12/16/2022
				Check Total:	**3,207.04**				
MW OH	GALLS LLC V000438	PD UNIFORMS - TERRONES	103043-6360 Uniforms	AP121222	176.71	022757798		00125630	12/16/2022
MW OH	GALLS LLC V000438	PD UNIFORMS - SERVIN	103047-6360 Uniforms	AP121222	155.24	022822854		00125630	12/16/2022
MW OH	GALLS LLC V000438	PD UNIFORMS - HERNANDEZ	763041-5015 Overtime	AP121222	65.40	022822855		00125630	12/16/2022
MW OH	GALLS LLC V000438	PD UNIFORMS - VILLEGAS	763041-5015 Overtime	AP121222	300.15	022851431		00125630	12/16/2022
MW OH	GALLS LLC	PD UNIFORMS - HERNANDEZ	763041-5015	AP121222	370.48	022851432		00125630	12/16/2022

City of Placentia
Check Register
For 01/04/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000438		Overtime						
MW OH	GALLS LLC V000438	PD UNIFORMS - VILLEGAS	763041-5015 Overtime	AP121222	156.65	022851433		00125630	12/16/2022
MW OH	GALLS LLC V000438	PD UNIFORMS - HERNANDEZ	763041-5015 Overtime	AP121222	208.68	022851450		00125630	12/16/2022
				Check Total:	**1,433.31**				
MW OH	GLASBY MAINT. SUPPLY CO V000445	JANITORIAL SUPPLIES	103654-6301 Special Department Expenses	AP121222	454.12	328238A		00125631	12/16/2022
MW OH	GLASBY MAINT. SUPPLY CO V000445	JANITORIAL SUPPLIES	103654-6301 Special Department Expenses	AP121222	1,061.31	329723A		00125631	12/16/2022
				Check Total:	**1,515.43**				
MW OH	GOLDEN STATE WATER V000928	OCT-NOV WATER CHARGES	296561-6335 Water	AP121222	960.98	120822		00125632	12/16/2022
MW OH	GOLDEN STATE WATER V000928	OCT-NOV WATER CHARGES	109595-6335 Water	AP121222	5,741.09	120822		00125632	12/16/2022
MW OH	GOLDEN STATE WATER V000928	OCT-NOV WATER CHARGES	109595-6335 / 21010-6335 Water	AP121222	236.30	120822		00125632	12/16/2022
MW OH	GOLDEN STATE WATER V000928	NOV-DEC WATER CHARGES	109595-6335 Water	AP121222	6,293.15	121322		00125632	12/16/2022
MW OH	GOLDEN STATE WATER V000928	NOV-DEC WATER CHARGES	296561-6335 Water	AP121222	3,452.36	121322		00125632	12/16/2022
				Check Total:	**16,683.88**				
MW OH	GRAFXOLUTION INC V012332	K-RAIL CITY DECALS	103652-6310 Street Signs	AP121222	817.50	21200		00125633	12/16/2022
				Check Total:	**817.50**				
MW OH	GST V009410	MFA IMPLEMENTATION	103043-6099 Professional Services	AP121222	3,908.94	INV66995	P12715	00125634	12/16/2022
				Check Total:	**3,908.94**				

City of Placentia
Check Register
For 01/04/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	HAZ PARTY RENTALS V000462	EMPLOYEE HOLIDAY LUNCHEON	109595-6301 / 239501-6301 Special Department Expenses	AP121222	1,176.10	44512		00125635	12/16/2022
				Check Total:	**1,176.10**				
MW OH	HERC RENTALS INC V010786	GENERATOR & POWER	104078-6299 Other Purchased Services	AP121222	3,930.86	33228193-001	P12616	00125636	12/16/2022
				Check Total:	**3,930.86**				
MW OH	HI-WAY SAFETY RENTALS V000459	ACTUATOR	103652-6301 Special Department Expenses	AP121222	964.36	136764		00125637	12/16/2022
MW OH	HI-WAY SAFETY RENTALS V000459	4 WKS K-RAIL RENTAL	103652-6099 Professional Services	AP121222	1,300.00	117346	P12484	00125637	12/16/2022
				Check Total:	**2,264.36**				
MW OH	HIGH ROLLER RENTALS INC V012428	EMPLOYEE HOLIDAY LUNCHEON	109595-6301 / 239501-6301 Special Department Expenses	AP121222	563.00	90002716		00125638	12/16/2022
				Check Total:	**563.00**				
MW OH	HIRSCH PIPE AND SUPPLY V004494	CH PLUMBING SUPPLIES	103654-6130 Repair & Maint/Facilities	AP121222	165.46	8589814		00125639	12/16/2022
MW OH	HIRSCH PIPE AND SUPPLY V004494	CH PLUMBING SUPPLIES	103654-6130 Repair & Maint/Facilities	AP121222	91.33	8590780		00125639	12/16/2022
MW OH	HIRSCH PIPE AND SUPPLY V004494	CH PLUMBING SUPPLIES	103654-6130 Repair & Maint/Facilities	AP121222	69.45	8590810		00125639	12/16/2022
MW OH	HIRSCH PIPE AND SUPPLY V004494	CH PLUMBING SUPPLIES	103654-6130 Repair & Maint/Facilities	AP121222	96.75	8591772		00125639	12/16/2022
				Check Total:	**422.99**				
MW OH	HIS HOUSE V007975	CHRISTMAS TOYS DONATION	103065-2084 / 22852-2084 Donations for Charities	AP121222	2,500.00	121322		00125640	12/16/2022
				Check Total:	**2,500.00**				
MW OH	HOTSY OF SOUTHERN V004351	EQUIPMENT REPAIR - HYDROTEK	103658-6134 Vehicle Repair & Maintenance	AP121222	860.88	10016541		00125641	12/16/2022

City of Placentia
Check Register
For 01/04/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	**860.88**				
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6130 Repair & Maint/Facilities	AP121222	241.58	0008864785-001	P12634	00125642	12/16/2022
				Check Total:	**241.58**				
MW OH	JACOB GREEN & ASSOCIATES V012276	50% OF FIVE MONTH SERVICES	101512-6250 Staff Training	AP121222	5,000.00	2121	P12659	00125643	12/16/2022
				Check Total:	**5,000.00**				
MW OH	KANA PIPELINE V007618	SEP CONSTRUCTION SVS - TOD	103101-6750 Infrastructure - Sewer	AP121222	226,249.55	41505	P12552	00125644	12/16/2022
MW OH	KANA PIPELINE V007618	SEP CONSTRUCTION SVS - TOD	713101-6750 Infrastructure - Sewer	AP121222	73,352.25	41505	P12552	00125644	12/16/2022
				Check Total:	**299,601.80**				
MW OH	KAYLEY PARTY SUPPLY V012424	INFLATABLES TAMALE FESTIVAL	104075-6299 / 79398-6299 Other Purchased Services	AP121222	245.00	12-01-22-01		00125645	12/16/2022
				Check Total:	**245.00**				
MW OH	KELLY ASSOCIATES V012264	DEV. CODE OF CONDUCT & ETHICS	109595-6999 Other Expenditure	AP121222	8,000.00	NOVEMBER 16,	P12712	00125646	12/16/2022
				Check Total:	**8,000.00**				
MW OH	KOA CORPORATION V006654	AUG ENGINEERING DESIGN SVS	332908-6741 Infrastructure - Traffic	AP121222	581.15	JB93058-20	P12652	00125647	12/16/2022
MW OH	KOA CORPORATION V006654	NOV ENGINEERING DESIGN SVS	332908-6741 Infrastructure - Traffic	AP121222	581.15	JB93058-21	P12652	00125647	12/16/2022
				Check Total:	**1,162.30**				
MW OH	LINNERT ROOFING INC V012427	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP121222	100.00	30-22-157		00125648	12/16/2022
				Check Total:	**100.00**				
MW OH	LN CURTIS & SONS	PD UNIFORMS - DETECTIVES	103042-6360	AP121222	1,261.19	INV654474		00125649	12/16/2022

City of Placentia
Check Register
For 01/04/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V011267		Uniforms						
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS	103043-6360 Uniforms	AP121222	37.85	INV655718		00125649	12/16/2022
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS	103041-6360 Uniforms	AP121222	48.84	INV656150		00125649	12/16/2022
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS	103042-6360 Uniforms	AP121222	380.55	INV657171		00125649	12/16/2022
				Check Total:	**1,728.43**				
MW OH	LUNA, SOCORRO V012432	HOLIDAY LUNCHEON	109595-6301 / 239501-6301 Special Department Expenses	AP121222	185.03	121422		00125650	12/16/2022
				Check Total:	**185.03**				
MW OH	LYNCH EMS V011542	DEC EMT SERVICES	101516-6290 Dept. Contract Services	AP121222	86,198.12	22-25608	P12477	00125651	12/16/2022
				Check Total:	**86,198.12**				
MW OH	MAESTAS, HENRY EDDIE V012048	12/9 ENTERTAINER	104071-6299 Other Purchased Services	AP121222	200.00	133404		00125652	12/16/2022
				Check Total:	**200.00**				
MW OH	MARTIN, ARMANDO V011735	NOV ANIMAL REMOVAL SVS	103045-6280 Animal Control Services	AP121222	600.00	0001733	P12515	00125653	12/16/2022
				Check Total:	**600.00**				
MW OH	MARTINEZ CONCRETE INC V012334	CONSTRUCITON SVS - ADA RAMPS	791305-6740 Infrastructure - Streets	AP121222	54,967.00	2	P12592	00125654	12/16/2022
				Check Total:	**54,967.00**				
MW OH	MC FADDEN-DALE V000635	CH MAINTENANCE SUPPLIES	103654-6301 Special Department Expenses	AP121222	50.63	498862/5		00125655	12/16/2022
MW OH	MC FADDEN-DALE V000635	FACILITIES MAINT SUPPLIES	103654-6301 Special Department Expenses	AP121222	247.98	499136/5		00125655	12/16/2022
MW OH	MC FADDEN-DALE	FACILITIES MAINT SUPPLIES	103654-6301	AP121222	58.34	499226/5		00125655	12/16/2022

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000635		Special Department Expenses						
MW OH	MC FADDEN-DALE V000635	FACILITIES MAINT. SUPPLIES	103654-6301 Special Department Expenses	AP121222	10.99	499276/5		00125655	12/16/2022
				Check Total:	**367.94**				
MW OH	MCKESSON MEDICAL-V012321	EMERGENCY MEDICAL SUPPLIES	103066-6362 Emergency Medical Supples	AP121222	885.44	20089077		00125656	12/16/2022
				Check Total:	**885.44**				
MW OH	METROPOLITAN V011879	STREET SAVER - SUBSCR. RENEWAL	103551-6365 Computer Software	AP121222	2,000.00	4926-AR12798		00125657	12/16/2022
				Check Total:	**2,000.00**				
MW OH	MIKE RAAHAUGES V010677	11/14 PISTOL RANGE USAGE	103043-6162 Range Training	AP121222	100.00	1758		00125658	12/16/2022
				Check Total:	**100.00**				
MW OH	NAPA AUTO PARTS V011456	FLASHER, WIPER BLADE, GASKET	103658-6134 Vehicle Repair & Maintenance	AP121222	84.16	083274		00125659	12/16/2022
MW OH	NAPA AUTO PARTS V011456	EXT DOOR HANDLE	103658-6134 Vehicle Repair & Maintenance	AP121222	14.93	084132		00125659	12/16/2022
MW OH	NAPA AUTO PARTS V011456	CANISTER PURGE VALVE	103658-6134 Vehicle Repair & Maintenance	AP121222	78.43	084527		00125659	12/16/2022
MW OH	NAPA AUTO PARTS V011456	INDUSTRIAL SANDBLAST	103658-6134 Vehicle Repair & Maintenance	AP121222	199.34	084713		00125659	12/16/2022
MW OH	NAPA AUTO PARTS V011456	CANNISTER PURGE	103658-6134 Vehicle Repair & Maintenance	AP121222	49.02	084813		00125659	12/16/2022
MW OH	NAPA AUTO PARTS V011456	COIL ON PLUG	103658-6134 Vehicle Repair & Maintenance	AP121222	199.10	084818		00125659	12/16/2022
				Check Total:	**624.98**				
MW OH	NAVARRO, MAC V011664	PD TRAINNING MEAL, MILEAGE	103041-6250 Staff Training	AP121222	38.25	NAVARRO1216		00125660	12/16/2022

City of Placentia
Check Register
For 01/04/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	**38.25**				
MW OH	NV5 INC V011256	NOV ENGINEERING DESIGN SVS	105207-6850 Building & Facilities	AP121222	25,899.38	303791	P12648	00125661	12/16/2022
MW OH	NV5 INC V011256	NOV ENGINEERING DESIGN SVS	105209-6850 Building & Facilities	AP121222	25,899.37	303791	P12648	00125661	12/16/2022
				Check Total:	**51,798.75**				
MW OH	OFFICE INDUSTRIES V007477	PAPER	109595-6315 Office Supplies	AP121222	193.34	69694		00125662	12/16/2022
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP121222	97.72	B69693-1		00125662	12/16/2022
				Check Total:	**291.06**				
MW OH	ORANGE COUNTY SHERIFF'S V009715	PD FIRST AID/CPR REGISTRATION	103041-6250 Staff Training	AP121222	20.00	GARZA122022R		00125663	12/16/2022
				Check Total:	**20.00**				
MW OH	ORANGE COUNTY V007306	NOV PARKING CITATIONS	0044-2038 Parking Fines	AP121222	3,674.00	113022		00125664	12/16/2022
				Check Total:	**3,674.00**				
MW OH	PATH V011455	NOV NAV CTR MGMT SVS	784070-6290 Dept. Contract Services	AP121222	133,333.00	800-1122	P12570	00125665	12/16/2022
				Check Total:	**133,333.00**				
MW OH	PBK-WLC ARCHITECTS V012022	NOV - PUBLIC SAFETY CTR DESIGN	105213-6850 Building & Facilities	AP121222	18,925.00	000000000013	P12649	00125666	12/16/2022
				Check Total:	**18,925.00**				
MW OH	PRUDENTIAL OVERALL V000836	12/07PW UNIFORM CLEANING SVS	103650-6360 Uniforms	AP121222	159.00	62765284		00125667	12/16/2022
MW OH	PRUDENTIAL OVERALL V000836	11/30 PW UNIFORM CLEANING SVS	103650-6360 Uniforms	AP121222	155.48	62763478	P12480	00125667	12/16/2022

City of Placentia
Check Register
For 01/04/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	**314.48**				
MW OH	PUBLIC AGENCY RISK V009654	2023 PUBLIC AGENCY RISK MGMT	101512-6245 Meetings & Conferences	AP121222	450.00	12/12/22		00125668	12/16/2022
				Check Total:	**450.00**				
MW OH	QUADIENT LEASING USA IN V011416	OCT-DEC POSTAGE MACHINE LEASE	09595-6175 Office Equipment Rental	AP121222	1,569.84	N9699523		00125669	12/16/2022
				Check Total:	**1,569.84**				
MW OH	QUALITY TILE AND STONE V012378	BATHROOM TILE - PURCHASE/INST	103654-6130 Repair & Maint/Facilities	AP121222	4,515.00	P12673	P12673	00125670	12/16/2022
MW OH	QUALITY TILE AND STONE V012378	BATHROOM TILE - PURCHASE/INST	103654-6130 Repair & Maint/Facilities	AP121222	258.00	P12673	P12673	00125670	12/16/2022
				Check Total:	**4,773.00**				
MW OH	REVARD, TAYLOR V011038	PD TRAINNING MEAL, MILEAGE	103041-6250 Staff Training	AP121222	38.25	REVARD121622		00125671	12/16/2022
				Check Total:	**38.25**				
MW OH	RIO HONDO COLLEGE V002275	PD FIELD TRAINING OFFICER REG	103042-6250 Staff Training	AP121222	89.00	MARTINEZ1232		00125672	12/16/2022
MW OH	RIO HONDO COLLEGE V002275	PD FIELD TRAINING REGISTRATION	103041-6250 Staff Training	AP121222	89.00	NIGUEZ0125301		00125672	12/16/2022
				Check Total:	**178.00**				
MW OH	RISHTON, JOHN V012429	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP121222	100.00	30-22-170		00125673	12/16/2022
				Check Total:	**100.00**				
MW OH	ROSENFIELD, JOSH V012434	PLAN CHECK FEES REFUND	102532-4160 Building Permits	AP121222	195.33	PC # 22-421		00125674	12/16/2022
				Check Total:	**195.33**				
MW OH	SAGECREST PLANNING AND	NOV BLDG PLAN CHECK, INSPECT	102532-6290	AP121222	15,920.00	3849	P12603	00125675	12/16/2022

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010576		Dept. Contract Services						
				Check Total:	**15,920.00**				
MW OH	SO CAL GAS V000909	NOV-DEC GAS CHARGES	109595-6340 Natural Gas	AP121222	289.73	121322		00125676	12/16/2022
				Check Total:	**289.73**				
MW OH	SO CAL LAND MAINTENANCE V011102	DEC PARK LANDSCAPE MAINT	104071-6130 Repair & Maint/Facilities	AP121222	26,220.57	10435	P12528	00125677	12/16/2022
				Check Total:	**26,220.57**				
MW OH	SOFTWARE ONE INC V011408	MICROSOFT OFFICE LICENSES	101523-6136 Software Maintenance	AP121222	3,960.00	US-SCO-	P12696	00125678	12/16/2022
				Check Total:	**3,960.00**				
MW OH	SOUTHERN CALIFORNIA V000910	OCT-NOV ELECTRIC CHARGES	109595-6330 Electricity	AP121222	20,542.05	120822		00125679	12/16/2022
MW OH	SOUTHERN CALIFORNIA V000910	OCT-NOV ELECTRIC CHARGES	109595-6330 / 21010-6330 Electricity	AP121222	563.51	120822		00125679	12/16/2022
MW OH	SOUTHERN CALIFORNIA V000910	OCT-NOV ELECTRIC CHARGES	109595-6330 / 21009-6330 Electricity	AP121222	85.82	120822		00125679	12/16/2022
MW OH	SOUTHERN CALIFORNIA V000910	OCT-NOV ELECTRIC CHARGES	286560-6330 Electricity	AP121222	43,434.50	120822		00125679	12/16/2022
MW OH	SOUTHERN CALIFORNIA V000910	NOV-DEC ELECTRIC CHARGES	296561-6330 Electricity	AP121222	143.26	121322		00125679	12/16/2022
MW OH	SOUTHERN CALIFORNIA V000910	NOV-DEC ELECTRIC CHARGES	109595-6330 Electricity	AP121222	21,383.54	121322		00125679	12/16/2022
MW OH	SOUTHERN CALIFORNIA V000910	NOV-DEC ELECTRIC CHARGES	109595-6330 / 21010-6330 Electricity	AP121222	15.15	121322		00125679	12/16/2022
MW OH	SOUTHERN CALIFORNIA V000910	NOV-DEC ELECTRIC CHARGES	800000-6330 Electricity	AP121222	64.52	121322		00125679	12/16/2022
				Check Total:	**86,232.35**				

City of Placentia
Check Register
For 01/04/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	SPARKLETTS V000967	DEC DISPATCH FILTRATION SVS	109595-6301 Special Department Expenses	AP121222	135.11	20765979 112622		00125680	12/16/2022
				Check Total:	**135.11**				
MW OH	ST. JOSEPH CATHOLIC V012430	FIRE INSPECTION OVERPMT	102532-4163 Fire Plan Check/Permit	AP121222	815.00	CR057099		00125681	12/16/2022
				Check Total:	**815.00**				
MW OH	STERICYCLE V000905	NOV SHREDDING SERVICE	374386-6299 Other Purchased Services	AP121222	423.21	8002911920		00125682	12/16/2022
				Check Total:	**423.21**				
MW OH	TC SPECIALTIES V012431	FIRE INSPECTION REFUND	102532-4163 Fire Plan Check/Permit	AP121222	840.00	57100		00125683	12/16/2022
				Check Total:	**840.00**				
MW OH	THE KARAGINES FAMILY V007073	JAN-MAR 2023 LEASE PMT	103043-6160 Facility Rental	AP121222	19,564.03	120922	P12522	00125684	12/16/2022
				Check Total:	**19,564.03**				
MW OH	THE SAUCE CREATIVE V007476	RETIREMENT RECEPTION SUPPLIES	104071-6301 Special Department Expenses	AP121222	632.75	5881		00125685	12/16/2022
				Check Total:	**632.75**				
MW OH	THE SHERWIN WILLIAMS V009928	PAINT	103654-6130 Repair & Maint/Facilities	AP121222	255.40	0398-5		00125686	12/16/2022
				Check Total:	**255.40**				
MW OH	THOMSON REUTERS - WEST V009649	NOV PD SOFTWARE SERVICES	103042-6290 Dept. Contract Services	AP121222	378.22	847449010		00125687	12/16/2022
				Check Total:	**378.22**				
MW OH	TIAA COMMERCIAL FINANC V010867	DEC PRINTER MGMT SERVICES	109595-6137 Repair Maint/Equipment	AP121222	2,226.75	9265831	P12702	00125688	12/16/2022
				Check Total:	**2,226.75**				

City of Placentia
Check Register
For 01/04/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	TOTUM CORP V010229	NOV SIFI CONST INSPECTION SVS	103551-6099 Professional Services	AP121222	15,820.80	205981	P12466	00125689	12/16/2022
				Check Total:	**15,820.80**				
MW OH	TOWNSEND PUBLIC AFFAIRS V004165	DEC CONSULTING SERVICES	101001-6001 Management Consulting Servics	AP121222	5,000.00	19258	P12495	00125690	12/16/2022
				Check Total:	**5,000.00**				
MW OH	US BANK ST PAUL V010025	SA DEBIT SERVICES PAYMENT	0054-1150 Cash w/Fiscal Agent	AP121222	844,204.65	2150977		00125691	12/16/2022
				Check Total:	**844,204.65**				
MW OH	V MONTOYA ENTERPRISES V012358	PLANTS	103655-6301 Special Department Expenses	AP121222	1,168.01	29506		00125692	12/16/2022
				Check Total:	**1,168.01**				
MW OH	VAZQUEZ, MARIBEL V012420	PERMIT DEPOSIT REFUND	104071-4385 Facility Rental	AP121222	150.00	2003341.002		00125693	12/16/2022
				Check Total:	**150.00**				
MW OH	WATERLOGIC AMERICAS LLC V010708	DEC PD WATER & ICE MACHINE	103041-6301 Special Department Expenses	AP121222	170.82	1919227		00125694	12/16/2022
				Check Total:	**170.82**				
MW OH	WELLS FARGO VENDOR FIN V010076	12/14-1/13 COPIER/PRINTER SVS	109595-6215 Telephone/Internet	AP121222	188.36	5022881975		00125695	12/16/2022
				Check Total:	**188.36**				
MW OH	YORBA LINDA WATER V001148	NOV WATER CHARGES	109595-6335 Water	AP121222	307.01	121322		00125696	12/16/2022
				Check Total:	**307.01**				
MW OH	GOMEZ, JOHN V004093	12/16 ADVANCED DISABILITY PENS	103041-5199 Other Employee Benefits	AP121622	2,159.52	12/16/2022		00125697	12/20/2022
				Check Total:	**2,159.52**				

City of Placentia
Check Register
For 01/04/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	GOMEZ, JOHN V004093	12/30 ADVANCED DISABILITY PENS	103041-5199 Other Employee Benefits	AP129222	2,159.52	12/30/2022		00125698	12/30/2022

Check Total:	**2,159.52**
Type Total:	**3,428,905.39**
Check Total:	**3,428,905.39**

City of Placentia
Check Register
For 01/04/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	MISSION SQUARE 100091 V012393	401A P/E 11/12 PD 11/18	0010-2170 Deferred Comp Payable - ICMA	PY22023	7,568.35	100091-PY023		00016642	12/08/2022
MW OH	MISSION SQUARE 100091 V012393	401A P/E 11/12 PD 11/18	0010-2170 Deferred Comp Payable - ICMA	PY22023	7,568.35	100091-PY024		00016642	12/08/2022
				Check Total:	**15,136.70**				
MW OH	MISSION SQUARE 301387 V012394	P/E 11/12 PD 11/18	0010-2170 Deferred Comp Payable - ICMA	PY22023	28,237.85	301387-PY023		00016643	12/08/2022
MW OH	MISSION SQUARE 301387 V012394	P/E 11/12 PD 11/18	0029-2170 Deferred Comp Payable - ICMA	PY22023	58.88	301387-PY023		00016643	12/08/2022
MW OH	MISSION SQUARE 301387 V012394	P/E 11/12 PD 11/18	0037-2170 Deferred Comp Payable - ICMA	PY22023	343.11	301387-PY023		00016643	12/08/2022
MW OH	MISSION SQUARE 301387 V012394	P/E 11/12 PD 11/18	0054-2170 Deferred Comp Payable - ICMA	PY22023	194.30	301387-PY023		00016643	12/08/2022
MW OH	MISSION SQUARE 301387 V012394	P/E 11/12 PD 11/18	0048-2170 Deferred Comp Payable - ICMA	PY22023	712.78	301387-PY023		00016643	12/08/2022
MW OH	MISSION SQUARE 301387 V012394	P/E 11/12 PD 11/18	0076-2170 Deferred Comp Payable - ICMA	PY22023	18.86	301387-PY023		00016643	12/08/2022
MW OH	MISSION SQUARE 301387 V012394	P/E 11/12 PD 11/18	0076-2170 Deferred Comp Payable - ICMA	PY22023	3.98	301387-PY024		00016643	12/08/2022
MW OH	MISSION SQUARE 301387 V012394	P/E 11/12 PD 11/18	0048-2170 Deferred Comp Payable - ICMA	PY22023	718.63	301387-PY024		00016643	12/08/2022
MW OH	MISSION SQUARE 301387 V012394	P/E 11/12 PD 11/18	0054-2170 Deferred Comp Payable - ICMA	PY22023	194.30	301387-PY024		00016643	12/08/2022
MW OH	MISSION SQUARE 301387 V012394	P/E 11/12 PD 11/18	0037-2170 Deferred Comp Payable - ICMA	PY22023	343.11	301387-PY024		00016643	12/08/2022
MW OH	MISSION SQUARE 301387 V012394	P/E 11/12 PD 11/18	0029-2170 Deferred Comp Payable - ICMA	PY22023	96.10	301387-PY024		00016643	12/08/2022
MW OH	MISSION SQUARE 301387 V012394	P/E 11/12 PD 11/18	0010-2170 Deferred Comp Payable - ICMA	PY22023	28,869.85	301387-PY024		00016643	12/08/2022

City of Placentia
Check Register
For 01/04/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	**59,791.75**				
MW OH	PLACENTIA FIREFIGHTERS V011878	P/E 11/12 PD 11/18	0010-2178 Placentia Police Assoc Dues	PY22023	800.00	2201023		00016644	12/08/2022
MW OH	PLACENTIA FIREFIGHTERS V011878	P/E 11/12 PD 11/18	0010-2178 Placentia Police Assoc Dues	PY22023	800.00	2201024		00016644	12/08/2022
				Check Total:	**1,600.00**				
MW OH	PLACENTIA POLICE V000839	P/E 11/12 PD 11/18	0010-2180 Police Mgmt Assn Dues	PY22023	665.76	2201023		00016645	12/08/2022
MW OH	PLACENTIA POLICE V000839	P/E 11/12 PD 11/18	0010-2180 Police Mgmt Assn Dues	PY22023	665.76	2201024		00016645	12/08/2022
				Check Total:	**1,331.52**				
MW OH	PLACENTIA POLICE V003519	P/E 11/12 PD 11/18	0010-2178 Placentia Police Assoc Dues	PY22023	2,922.50	2201023		00016646	12/08/2022
MW OH	PLACENTIA POLICE V003519	P/E 11/12 PD 11/18	0076-2178 Placentia Police Assoc Dues	PY22023	3.43	2201023		00016646	12/08/2022
MW OH	PLACENTIA POLICE V003519	P/E 11/12 PD 11/18	0061-2178 Placentia Police Assoc Dues	PY22023	88.00	2201023		00016646	12/08/2022
MW OH	PLACENTIA POLICE V003519	P/E 11/12 PD 11/18	0061-2178 Placentia Police Assoc Dues	PY22023	88.00	2201024		00016646	12/08/2022
MW OH	PLACENTIA POLICE V003519	P/E 11/12 PD 11/18	0010-2178 Placentia Police Assoc Dues	PY22023	2,925.93	2201024		00016646	12/08/2022
				Check Total:	**6,027.86**				
				Type Total:	**83,887.83**				
				Check Total:	**83,887.83**				

City of Placentia
ACH Check Register
For 01/10/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Grand Total:	947,459.76				

Check Totals by ID	
AP	947,459.76
EP	0.00
IP	0.00
OP	0.00

Void Total:	0.00
Check Total:	947,459.76

Fund Name	Check Totals by Fund
101-General Fund (0010)	552,901.79
208-Sccssr Agncy Ret Oblg (0054)	1,893.64
211-PEG Fund (0058)	981.26
227-Explorer Grant NOC (0076)	218.65
228-NOC-Public Safety Grant(0061)	5,605.96
240-Sewer Construction (0024)	766.97
265-Landscape Maintenance (0029)	2,069.45
275-Sewer Maintenance (0048)	8,308.38
280-Misc Grants Fund (0050)	834.02
501-Refuse Administration (0037)	314,789.50
601-Employee Health & Wlfre (0039)	59,090.14
Check Total:	947,459.76

ACH Payroll Direct Deposit for 11/18/2022:	493,177.73
Electronic Disbursement Total:	1,440,637.49

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 01/04/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	CALIFORNIA PUBLIC V006234	DEC FIRE UAL PMT	105525-6906 CalPERS-Fire Term. Principal	ACH120522	30,207.57	DECEMBER 22		00016641	12/09/2022
MW OH	CALIFORNIA PUBLIC V006234	DEC FIRE UAL PMT	105525-6916 CalPERS-Fire Term Interest	ACH120522	1,456.40	DECEMBER 22		00016641	12/09/2022
				Check Total:	**31,663.97**				
MW OH	AMERICAN FIDELITY V010011	FSA P/E 11/12 PD 11/18	0010-2188 Health Care SSA	ACH120722	592.99	2149298A		00016647	12/09/2022
MW OH	AMERICAN FIDELITY V010011	FSA P/E 11/12 PD 11/18	0010-2190 Dependent Care SSA	ACH120722	416.33	2149298A		00016647	12/09/2022
MW OH	AMERICAN FIDELITY V010011	FSA P/E 11/12 PD 11/18	0054-2190 Dependent Care SSA	ACH120722	5.73	2149298A		00016647	12/09/2022
MW OH	AMERICAN FIDELITY V010011	FSA P/E 11/12 PD 11/18	0048-2188 Health Care SSA	ACH120722	5.73	2149298A		00016647	12/09/2022
MW OH	AMERICAN FIDELITY V010011	FSA P/E 11/12 PD 11/18	0037-2188 Health Care SSA	ACH120722	8.02	2149298A		00016647	12/09/2022
MW OH	AMERICAN FIDELITY V010011	FSA P/E 11/26 PD 12/2	0010-2188 Health Care SSA	ACH120722	592.99	2149300B		00016647	12/09/2022
MW OH	AMERICAN FIDELITY V010011	FSA P/E 11/26 PD 12/2	0037-2188 Health Care SSA	ACH120722	8.02	2149300B		00016647	12/09/2022
MW OH	AMERICAN FIDELITY V010011	FSA P/E 11/26 PD 12/2	0010-2190 Dependent Care SSA	ACH120722	416.33	2149300B		00016647	12/09/2022
MW OH	AMERICAN FIDELITY V010011	FSA P/E 11/26 PD 12/2	0054-2190 Dependent Care SSA	ACH120722	5.73	2149300B		00016647	12/09/2022
MW OH	AMERICAN FIDELITY V010011	FSA P/E 11/26 PD 12/2	0048-2188 Health Care SSA	ACH120722	5.73	2149300B		00016647	12/09/2022
MW OH	AMERICAN FIDELITY V010011	NOV PAYROLL DEDUCTIONS	0076-2155 Per Sec Plan - Opt. Life	ACH120722	2.61	D523743		00016647	12/09/2022
MW OH	AMERICAN FIDELITY V010011	NOV PAYROLL DEDUCTIONS	0010-2155 Per Sec Plan - Opt. Life	ACH120722	2,262.68	D523743		00016647	12/09/2022

City of Placentia
Check Register
For 01/04/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	AMERICAN FIDELITY V010011	NOV PAYROLL DEDUCTIONS	0037-2155 Per Sec Plan - Opt. Life	ACH120722	18.00	D523743		00016647	12/09/2022
MW OH	AMERICAN FIDELITY V010011	NOV PAYROLL DEDUCTIONS	0029-2155 Per Sec Plan - Opt. Life	ACH120722	14.90	D523743		00016647	12/09/2022
MW OH	AMERICAN FIDELITY V010011	NOV PAYROLL DEDUCTIONS	0054-2155 Per Sec Plan - Opt. Life	ACH120722	10.26	D523743		00016647	12/09/2022
MW OH	AMERICAN FIDELITY V010011	NOV PAYROLL DEDUCTIONS	0050-2155 Per Sec Plan - Opt. Life	ACH120722	3.71	D523743		00016647	12/09/2022
MW OH	AMERICAN FIDELITY V010011	NOV PAYROLL DEDUCTIONS	0048-2155 Per Sec Plan - Opt. Life	ACH120722	101.20	D523743		00016647	12/09/2022
MW OH	AMERICAN FIDELITY V010011	NOV PAYROLL DEDUCTIONS	395000-2187 Voluntary Plan Life	ACH120722	1,544.90	D523743		00016647	12/09/2022
				Check Total:	**6,015.86**				
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 10/29 PD 11/4	0010-2150 Survivor Benefit Package	ACH120722	8.00	PD2201022A		00016648	12/09/2022
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 10/29 PD 11/4	0010-2140 Employee PERS W/H	ACH120722	87.67	PD2201022A		00016648	12/09/2022
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 10/29 PD 11/4	0010-2140 Employee PERS W/H	ACH120722	99,932.55	PR2201022		00016648	12/09/2022
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 10/29 PD 11/4	0054-2140 Employee PERS W/H	ACH120722	382.07	PR2201022		00016648	12/09/2022
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 10/29 PD 11/4	0010-2145 Employee PERS Payback W/H	ACH120722	220.71	PR2201022		00016648	12/09/2022
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 10/29 PD 11/4	0076-2140 Employee PERS W/H	ACH120722	35.27	PR2201022		00016648	12/09/2022
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 10/29 PD 11/4	0048-2140 Employee PERS W/H	ACH120722	1,908.33	PR2201022		00016648	12/09/2022
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 10/29 PD 11/4	0050-2140 Employee PERS W/H	ACH120722	827.53	PR2201022		00016648	12/09/2022

City of Placentia
Check Register
For 01/04/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 10/29 PD 11/4	0061-2140 Employee PERS W/H	ACH120722	1,444.11	PR2201022		00016648	12/09/2022
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 10/29 PD 11/4	0058-2140 Employee PERS W/H	ACH120722	401.03	PR2201022		00016648	12/09/2022
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 10/29 PD 11/4	0010-2150 Survivor Benefit Package	ACH120722	125.39	PR2201022		00016648	12/09/2022
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 10/29 PD 11/4	0076-2150 Survivor Benefit Package	ACH120722	0.08	PR2201022		00016648	12/09/2022
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 10/29 PD 11/4	0029-2140 Employee PERS W/H	ACH120722	377.43	PR2201022		00016648	12/09/2022
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 10/29 PD 11/4	0029-2145 Employee PERS Payback W/H	ACH120722	2.59	PR2201022		00016648	12/09/2022
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 10/29 PD 11/4	0054-2145 Employee PERS Payback W/H	ACH120722	12.94	PR2201022		00016648	12/09/2022
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 10/29 PD 11/4	0048-2145 Employee PERS Payback W/H	ACH120722	4.40	PR2201022		00016648	12/09/2022
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 10/29 PD 11/4	0050-2150 Survivor Benefit Package	ACH120722	1.79	PR2201022		00016648	12/09/2022
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 10/29 PD 11/4	0054-2150 Survivor Benefit Package	ACH120722	0.50	PR2201022		00016648	12/09/2022
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 10/29 PD 11/4	0037-2145 Employee PERS Payback W/H	ACH120722	18.11	PR2201022		00016648	12/09/2022
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 10/29 PD 11/4	0048-2150 Survivor Benefit Package	ACH120722	3.28	PR2201022		00016648	12/09/2022
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 10/29 PD 11/4	0058-2150 Survivor Benefit Package	ACH120722	0.93	PR2201022		00016648	12/09/2022
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 10/29 PD 11/4	0061-2150 Survivor Benefit Package	ACH120722	0.82	PR2201022		00016648	12/09/2022
MW OH	CALIFORNIA PUBLIC	PERS P/E 10/29 PD 11/4	0029-2150	ACH120722	0.90	PR2201022		00016648	12/09/2022

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010053		Survivor Benefit Package						
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 10/29 PD 11/4	0037-2140 Employee PERS W/H	ACH120722	1,269.61	PR2201022		00016648	12/09/2022
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 10/29 PD 11/4	0037-2150 Survivor Benefit Package	ACH120722	2.09	PR2201022		00016648	12/09/2022
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 10/29 PD 11/4	0050-2195 PERS Uniform	ACH120722	0.99	PR2201022		00016648	12/09/2022
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 10/29 PD 11/4	0048-2195 PERS Uniform	ACH120722	0.60	PR2201022		00016648	12/09/2022
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 10/29 PD 11/4	0061-2195 PERS Uniform	ACH120722	0.92	PR2201022		00016648	12/09/2022
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 10/29 PD 11/4	0010-2195 PERS Uniform	ACH120722	24.31	PR2201022		00016648	12/09/2022
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 11/12 PD 11/18	0010-2195 PERS Uniform	ACH120722	25.18	PR2201023		00016648	12/09/2022
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 11/12 PD 11/18	0061-2195 PERS Uniform	ACH120722	1.04	PR2201023		00016648	12/09/2022
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 11/12 PD 11/18	0048-2195 PERS Uniform	ACH120722	0.60	PR2201023		00016648	12/09/2022
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 11/12 PD 11/18	0029-2150 Survivor Benefit Package	ACH120722	0.90	PR2201023		00016648	12/09/2022
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 11/12 PD 11/18	0037-2150 Survivor Benefit Package	ACH120722	2.09	PR2201023		00016648	12/09/2022
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 11/12 PD 11/18	0061-2150 Survivor Benefit Package	ACH120722	0.93	PR2201023		00016648	12/09/2022
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 11/12 PD 11/18	0048-2150 Survivor Benefit Package	ACH120722	3.28	PR2201023		00016648	12/09/2022
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 11/12 PD 11/18	0054-2150 Survivor Benefit Package	ACH120722	0.50	PR2201023		00016648	12/09/2022

City of Placentia
Check Register
For 01/04/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 11/12 PD 11/18	0058-2150 Survivor Benefit Package	ACH120722	0.93	PR2201023		00016648	12/09/2022
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 11/12 PD 11/18	0048-2145 Employee PERS Payback W/H	ACH120722	4.40	PR2201023		00016648	12/09/2022
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 11/12 PD 11/18	0010-2145 Employee PERS Payback W/H	ACH120722	220.71	PR2201023		00016648	12/09/2022
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 11/12 PD 11/18	0076-2150 Survivor Benefit Package	ACH120722	0.13	PR2201023		00016648	12/09/2022
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 11/12 PD 11/18	0010-2150 Survivor Benefit Package	ACH120722	127.02	PR2201023		00016648	12/09/2022
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 11/12 PD 11/18	0058-2140 Employee PERS W/H	ACH120722	401.03	PR2201023		00016648	12/09/2022
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 11/12 PD 11/18	0061-2140 Employee PERS W/H	ACH120722	1,490.65	PR2201023		00016648	12/09/2022
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 11/12 PD 11/18	0048-2140 Employee PERS W/H	ACH120722	1,949.11	PR2201023		00016648	12/09/2022
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 11/12 PD 11/18	0037-2140 Employee PERS W/H	ACH120722	1,269.62	PR2201023		00016648	12/09/2022
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 11/12 PD 11/18	0037-2145 Employee PERS Payback W/H	ACH120722	18.11	PR2201023		00016648	12/09/2022
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 11/12 PD 11/18	0029-2145 Employee PERS Payback W/H	ACH120722	2.59	PR2201023		00016648	12/09/2022
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 11/12 PD 11/18	0054-2145 Employee PERS Payback W/H	ACH120722	12.94	PR2201023		00016648	12/09/2022
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 11/12 PD 11/18	0054-2140 Employee PERS W/H	ACH120722	404.60	PR2201023		00016648	12/09/2022
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 11/12 PD 11/18	0029-2140 Employee PERS W/H	ACH120722	377.43	PR2201023		00016648	12/09/2022
MW OH	CALIFORNIA PUBLIC	PERS P/E 11/12 PD 11/18	0010-2140	ACH120722	99,697.40	PR2201023		00016648	12/09/2022

City of Placentia
Check Register
For 01/04/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010053		Employee PERS W/H						
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 11/12 PD 11/18	0076-2140 Employee PERS W/H	ACH120722	40.72	PR2201023		00016648	12/09/2022
				Check Total:	**213,146.86**				
MW OH	CALIFORNIA STATE V004813	P/E 11/12 PD 11/18	0010-2196 Garnishments W/H	ACH120722	2,196.90	2201023		00016649	12/09/2022
MW OH	CALIFORNIA STATE V004813	P/E 11/12 PD 11/18	0037-2196 Garnishments W/H	ACH120722	69.23	2201023		00016649	12/09/2022
MW OH	CALIFORNIA STATE V004813	P/E 11/12 PD 11/18	0029-2196 Garnishments W/H	ACH120722	9.23	2201023		00016649	12/09/2022
MW OH	CALIFORNIA STATE V004813	P/E 11/12 PD 11/18	0048-2196 Garnishments W/H	ACH120722	46.15	2201023		00016649	12/09/2022
MW OH	CALIFORNIA STATE V004813	P/E 11/26 PD 12/2	0048-2196 Garnishments W/H	ACH120722	46.15	2201024		00016649	12/09/2022
MW OH	CALIFORNIA STATE V004813	P/E 11/26 PD 12/2	0029-2196 Garnishments W/H	ACH120722	9.23	2201024		00016649	12/09/2022
MW OH	CALIFORNIA STATE V004813	P/E 11/26 PD 12/2	0010-2196 Garnishments W/H	ACH120722	2,196.90	2201024		00016649	12/09/2022
MW OH	CALIFORNIA STATE V004813	P/E 11/26 PD 12/2	0037-2196 Garnishments W/H	ACH120722	69.23	2201024		00016649	12/09/2022
				Check Total:	**4,643.02**				
MW OH	EMPLOYMENT V010052	STATE TAX P/E 11/12 PD 11/18	0076-2135 Calif Income Tax W/H	ACH120722	34.03	2201023		00016650	12/09/2022
MW OH	EMPLOYMENT V010052	STATE TAX P/E 11/12 PD 11/18	0048-2135 Calif Income Tax W/H	ACH120722	515.45	2201023		00016650	12/09/2022
MW OH	EMPLOYMENT V010052	STATE TAX P/E 11/12 PD 11/18	0037-2135 Calif Income Tax W/H	ACH120722	419.24	2201023		00016650	12/09/2022
MW OH	EMPLOYMENT	STATE TAX P/E 11/12 PD 11/18	0029-2135	ACH120722	99.26	2201023		00016650	12/09/2022

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010052		Calif Income Tax W/H						
MW OH	EMPLOYMENT V010052	STATE TAX P/E 11/12 PD 11/18	0061-2135 Calif Income Tax W/H	ACH120722	356.88	2201023		00016650	12/09/2022
MW OH	EMPLOYMENT V010052	STATE TAX P/E 11/12 PD 11/18	0010-2135 Calif Income Tax W/H	ACH120722	33,219.26	2201023		00016650	12/09/2022
MW OH	EMPLOYMENT V010052	STATE TAX P/E 11/12 PD 11/18	0054-2135 Calif Income Tax W/H	ACH120722	131.56	2201023		00016650	12/09/2022
MW OH	EMPLOYMENT V010052	STATE TAX P/E 11/26 PD 12/2	0010-2135 Calif Income Tax W/H	ACH120722	31,608.11	2201024		00016650	12/09/2022
MW OH	EMPLOYMENT V010052	STATE TAX P/E 11/26 PD 12/2	0061-2135 Calif Income Tax W/H	ACH120722	552.97	2201024		00016650	12/09/2022
MW OH	EMPLOYMENT V010052	STATE TAX P/E 11/26 PD 12/2	0054-2135 Calif Income Tax W/H	ACH120722	130.59	2201024		00016650	12/09/2022
MW OH	EMPLOYMENT V010052	STATE TAX P/E 11/26 PD 12/2	0037-2135 Calif Income Tax W/H	ACH120722	415.40	2201024		00016650	12/09/2022
MW OH	EMPLOYMENT V010052	STATE TAX P/E 11/26 PD 12/2	0048-2135 Calif Income Tax W/H	ACH120722	506.00	2201024		00016650	12/09/2022
MW OH	EMPLOYMENT V010052	STATE TAX P/E 11/26 PD 12/2	0076-2135 Calif Income Tax W/H	ACH120722	4.17	2201024		00016650	12/09/2022
MW OH	EMPLOYMENT V010052	STATE TAX P/E 11/26 PD 12/2	0024-2135 Calif Income Tax W/H	ACH120722	200.17	2201024		00016650	12/09/2022
MW OH	EMPLOYMENT V010052	STATE TAX P/E 11/26 PD 12/2	0029-2135 Calif Income Tax W/H	ACH120722	222.01	2201024		00016650	12/09/2022
				Check Total:	**68,415.10**				
MW OH	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/12 PD 11/18	0061-2120 Employer Medicare Payable	ACH120722	77.26	2201023		00016651	12/09/2022
MW OH	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/12 PD 11/18	0054-2120 Employer Medicare Payable	ACH120722	41.65	2201023		00016651	12/09/2022
MW OH	INTERNAL REVENUE	FED/MED/SS P/E 11/12 PD 11/18	0058-2120	ACH120722	43.58	2201023		00016651	12/09/2022

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010054		Employer Medicare Payable						
MW OH	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/12 PD 11/18	0076-2120 Employer Medicare Payable	ACH120722	8.26	2201023		00016651	12/09/2022
MW OH	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/12 PD 11/18	0037-2115 Employee Medicare W/H	ACH120722	143.83	2201023		00016651	12/09/2022
MW OH	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/12 PD 11/18	0010-2115 Employee Medicare W/H	ACH120722	10,570.55	2201023		00016651	12/09/2022
MW OH	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/12 PD 11/18	0029-2120 Employer Medicare Payable	ACH120722	46.03	2201023		00016651	12/09/2022
MW OH	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/12 PD 11/18	0037-2120 Employer Medicare Payable	ACH120722	124.04	2201023		00016651	12/09/2022
MW OH	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/12 PD 11/18	0010-2120 Employer Medicare Payable	ACH120722	10,174.20	2201023		00016651	12/09/2022
MW OH	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/12 PD 11/18	0048-2120 Employer Medicare Payable	ACH120722	189.68	2201023		00016651	12/09/2022
MW OH	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/12 PD 11/18	0010-2110 Federal Income Tax W/H	ACH120722	77,931.29	2201023		00016651	12/09/2022
MW OH	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/12 PD 11/18	0029-2110 Federal Income Tax W/H	ACH120722	236.21	2201023		00016651	12/09/2022
MW OH	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/12 PD 11/18	0037-2110 Federal Income Tax W/H	ACH120722	957.09	2201023		00016651	12/09/2022
MW OH	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/12 PD 11/18	0048-2110 Federal Income Tax W/H	ACH120722	1,202.45	2201023		00016651	12/09/2022
MW OH	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/12 PD 11/18	0054-2110 Federal Income Tax W/H	ACH120722	294.79	2201023		00016651	12/09/2022
MW OH	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/12 PD 11/18	0061-2110 Federal Income Tax W/H	ACH120722	484.72	2201023		00016651	12/09/2022
MW OH	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/12 PD 11/18	0076-2110 Federal Income Tax W/H	ACH120722	73.27	2201023		00016651	12/09/2022

City of Placentia
Check Register
For 01/04/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/12 PD 11/18	0076-2115 Employee Medicare W/H	ACH120722	8.26	2201023		00016651	12/09/2022
MW OH	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/12 PD 11/18	0061-2115 Employee Medicare W/H	ACH120722	77.26	2201023		00016651	12/09/2022
MW OH	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/12 PD 11/18	0058-2115 Employee Medicare W/H	ACH120722	43.58	2201023		00016651	12/09/2022
MW OH	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/12 PD 11/18	0054-2115 Employee Medicare W/H	ACH120722	48.62	2201023		00016651	12/09/2022
MW OH	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/12 PD 11/18	0048-2115 Employee Medicare W/H	ACH120722	203.24	2201023		00016651	12/09/2022
MW OH	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/12 PD 11/18	0029-2115 Employee Medicare W/H	ACH120722	47.67	2201023		00016651	12/09/2022
MW OH	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/26 PD 12/2	0037-2115 Employee Medicare W/H	ACH120722	143.93	2201024		00016651	12/09/2022
MW OH	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/26 PD 12/2	0058-2115 Employee Medicare W/H	ACH120722	45.09	2201024		00016651	12/09/2022
MW OH	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/26 PD 12/2	0029-2115 Employee Medicare W/H	ACH120722	65.13	2201024		00016651	12/09/2022
MW OH	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/26 PD 12/2	0048-2115 Employee Medicare W/H	ACH120722	202.78	2201024		00016651	12/09/2022
MW OH	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/26 PD 12/2	0054-2115 Employee Medicare W/H	ACH120722	48.63	2201024		00016651	12/09/2022
MW OH	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/26 PD 12/2	0061-2115 Employee Medicare W/H	ACH120722	105.99	2201024		00016651	12/09/2022
MW OH	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/26 PD 12/2	0076-2110 Federal Income Tax W/H	ACH120722	8.91	2201024		00016651	12/09/2022
MW OH	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/26 PD 12/2	0076-2115 Employee Medicare W/H	ACH120722	1.47	2201024		00016651	12/09/2022
MW OH	INTERNAL REVENUE	FED/MED/SS P/E 11/26 PD 12/2	0061-2110	ACH120722	906.42	2201024		00016651	12/09/2022

City of Placentia
Check Register
For 01/04/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010054		Federal Income Tax W/H						
MW OH	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/26 PD 12/2	0054-2110 Federal Income Tax W/H	ACH120722	292.78	2201024		00016651	12/09/2022
MW OH	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/26 PD 12/2	0048-2110 Federal Income Tax W/H	ACH120722	1,175.21	2201024		00016651	12/09/2022
MW OH	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/26 PD 12/2	0037-2110 Federal Income Tax W/H	ACH120722	947.48	2201024		00016651	12/09/2022
MW OH	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/26 PD 12/2	0029-2110 Federal Income Tax W/H	ACH120722	488.39	2201024		00016651	12/09/2022
MW OH	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/26 PD 12/2	0010-2110 Federal Income Tax W/H	ACH120722	74,083.12	2201024		00016651	12/09/2022
MW OH	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/26 PD 12/2	0024-2110 Federal Income Tax W/H	ACH120722	423.10	2201024		00016651	12/09/2022
MW OH	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/26 PD 12/2	0048-2120 Employer Medicare Payable	ACH120722	189.22	2201024		00016651	12/09/2022
MW OH	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/26 PD 12/2	0037-2120 Employer Medicare Payable	ACH120722	124.14	2201024		00016651	12/09/2022
MW OH	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/26 PD 12/2	0029-2120 Employer Medicare Payable	ACH120722	63.49	2201024		00016651	12/09/2022
MW OH	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/26 PD 12/2	0010-2120 Employer Medicare Payable	ACH120722	9,871.27	2201024		00016651	12/09/2022
MW OH	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/26 PD 12/2	0024-2120 Employer Medicare Payable	ACH120722	71.85	2201024		00016651	12/09/2022
MW OH	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/26 PD 12/2	0024-2115 Employee Medicare W/H	ACH120722	71.85	2201024		00016651	12/09/2022
MW OH	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/26 PD 12/2	0054-2120 Employer Medicare Payable	ACH120722	41.65	2201024		00016651	12/09/2022
MW OH	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/26 PD 12/2	0010-2115 Employee Medicare W/H	ACH120722	10,357.48	2201024		00016651	12/09/2022

City of Placentia
Check Register
For 01/04/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/26 PD 12/2	0061-2120 Employer Medicare Payable	ACH120722	105.99	2201024		00016651	12/09/2022
MW OH	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/26 PD 12/2	0058-2120 Employer Medicare Payable	ACH120722	45.09	2201024		00016651	12/09/2022
MW OH	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/26 PD 12/2	0076-2120 Employer Medicare Payable	ACH120722	1.47	2201024		00016651	12/09/2022
MW OH	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/26 PD 12/2	0010-2125 Employee Social Sec W/H	ACH120722	18.60	2201024		00016651	12/09/2022
MW OH	INTERNAL REVENUE V010054	FED/MED/SS P/E 11/26 PD 12/2	0010-2130 Employer Soc Sec Payable	ACH120722	18.60	2201024		00016651	12/09/2022
				Check Total:	**202,946.66**				
MW OH	WASHINGTON STATE V011597	P/E 11/125 PD 11/18	0010-2196 Garnishments W/H	ACH120722	401.53	2201023		00016652	12/09/2022
MW OH	WASHINGTON STATE V011597	P/E 11/26 PD 12/2	0010-2196 Garnishments W/H	ACH120722	401.53	2201024		00016652	12/09/2022
				Check Total:	**803.06**				
MW OH	CALIFORNIA PUBLIC V006234	JAN FIRE UAL PAYMENT	105525-6916 CalPERS-Fire Term Interest	ACH121322	1,407.31	JANUARY 2023		00016653	12/15/2022
MW OH	CALIFORNIA PUBLIC V006234	JAN FIRE UAL PAYMENT	105525-6906 CalPERS-Fire Term. Principal	ACH121322	30,256.65	JANUARY 2023		00016653	12/15/2022
				Check Total:	**31,663.96**				
MW OH	EMPLOYMENT V010052	PE Q2 FY 22/23 PD 12/09	0029-2135 Calif Income Tax W/H	ACH121322	1.27	PR2201125		00016654	12/15/2022
MW OH	EMPLOYMENT V010052	PE Q2 FY 22/23 PD 12/09	0010-2135 Calif Income Tax W/H	ACH121322	4,589.38	PR2201125		00016654	12/15/2022
MW OH	EMPLOYMENT V010052	PE Q2 FY 22/23 PD 12/09	0048-2135 Calif Income Tax W/H	ACH121322	9.51	PR2201125		00016654	12/15/2022
MW OH	EMPLOYMENT	PE Q2 FY 22/23 PD 12/09	0054-2135	ACH121322	5.89	PR2201125		00016654	12/15/2022

City of Placentia
Check Register
For 01/04/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010052		Calif Income Tax W/H						
MW OH	EMPLOYMENT V010052	PE Q2 FY 22/23 PD 12/09	0037-2135 Calif Income Tax W/H	ACH121322	48.16	PR2201125		00016654	12/15/2022
				Check Total:	**4,654.21**				
MW OH	INTERNAL REVENUE V010054	FED/MED/SS Q2 FY 22/23 PD 12/9	0054-2120 Employer Medicare Payable	ACH121322	1.29	PR2201125		00016655	12/15/2022
MW OH	INTERNAL REVENUE V010054	FED/MED/SS Q2 FY 22/23 PD 12/9	0010-2115 Employee Medicare W/H	ACH121322	1,134.22	PR2201125		00016655	12/15/2022
MW OH	INTERNAL REVENUE V010054	FED/MED/SS Q2 FY 22/23 PD 12/9	0029-2115 Employee Medicare W/H	ACH121322	0.28	PR2201125		00016655	12/15/2022
MW OH	INTERNAL REVENUE V010054	FED/MED/SS Q2 FY 22/23 PD 12/9	0029-2120 Employer Medicare Payable	ACH121322	0.28	PR2201125		00016655	12/15/2022
MW OH	INTERNAL REVENUE V010054	FED/MED/SS Q2 FY 22/23 PD 12/9	0010-2120 Employer Medicare Payable	ACH121322	1,019.71	PR2201125		00016655	12/15/2022
MW OH	INTERNAL REVENUE V010054	FED/MED/SS Q2 FY 22/23 PD 12/9	0037-2120 Employer Medicare Payable	ACH121322	10.58	PR2201125		00016655	12/15/2022
MW OH	INTERNAL REVENUE V010054	FED/MED/SS Q2 FY 22/23 PD 12/9	0048-2120 Employer Medicare Payable	ACH121322	2.09	PR2201125		00016655	12/15/2022
MW OH	INTERNAL REVENUE V010054	FED/MED/SS Q2 FY 22/23 PD 12/9	0029-2110 Federal Income Tax W/H	ACH121322	4.23	PR2201125		00016655	12/15/2022
MW OH	INTERNAL REVENUE V010054	FED/MED/SS Q2 FY 22/23 PD 12/9	0010-2110 Federal Income Tax W/H	ACH121322	15,030.95	PR2201125		00016655	12/15/2022
MW OH	INTERNAL REVENUE V010054	FED/MED/SS Q2 FY 22/23 PD 12/9	0037-2110 Federal Income Tax W/H	ACH121322	160.52	PR2201125		00016655	12/15/2022
MW OH	INTERNAL REVENUE V010054	FED/MED/SS Q2 FY 22/23 PD 12/9	0048-2110 Federal Income Tax W/H	ACH121322	31.70	PR2201125		00016655	12/15/2022
MW OH	INTERNAL REVENUE V010054	FED/MED/SS Q2 FY 22/23 PD 12/9	0054-2110 Federal Income Tax W/H	ACH121322	19.63	PR2201125		00016655	12/15/2022
MW OH	INTERNAL REVENUE	FED/MED/SS Q2 FY 22/23 PD 12/9	0054-2115	ACH121322	1.29	PR2201125		00016655	12/15/2022

City of Placentia
Check Register
For 01/04/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010054		Employee Medicare W/H						
MW OH	INTERNAL REVENUE V010054	FED/MED/SS Q2 FY 22/23 PD 12/9	0048-2115 Employee Medicare W/H	ACH121322	2.09	PR2201125		00016655	12/15/2022
MW OH	INTERNAL REVENUE V010054	FED/MED/SS Q2 FY 22/23 PD 12/9	0037-2115 Employee Medicare W/H	ACH121322	10.58	PR2201125		00016655	12/15/2022
				Check Total:	**17,429.44**				
MW OH	REPUBLIC WASTE SERVICES V007205	NOV REFUSE COLLECTION SVS	374386-6101 Disposal	ACH121222	308,532.38	676-005028864	P12525	00016656	12/16/2022
				Check Total:	**308,532.38**				
MW OH	ALDWIR, MAMOUN E000113	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH121922	1,293.00	JANUARY 2023		00016657	12/20/2022
				Check Total:	**1,293.00**				
MW OH	ANDERSON, MARLA E000071	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH121922	533.78	JANUARY 2023		00016658	12/20/2022
				Check Total:	**533.78**				
MW OH	ARMSTRONG, JOHN T E000046	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH121922	1,143.00	JANUARY 2023		00016659	12/20/2022
				Check Total:	**1,143.00**				
MW OH	AUDISS, JAY SCOTT E000125	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH121922	1,821.00	JANUARY 2023		00016660	12/20/2022
				Check Total:	**1,821.00**				
MW OH	BABCOCK, CHARLES A E000015	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH121922	314.00	JANUARY 2023		00016661	12/20/2022
				Check Total:	**314.00**				
MW OH	BEALS, SHARLENE E000076	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH121922	191.39	JANUARY 2023		00016662	12/20/2022
				Check Total:	**191.39**				

City of Placentia
Check Register
For 01/04/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	BERMUDEZ, ALBERT E000124	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH121922	571.00	JANUARY 2023		00016663	12/20/2022
				Check Total:	**571.00**				
MW OH	BUNNELL, DONALD E000062	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH121922	533.78	JANUARY 2023		00016664	12/20/2022
				Check Total:	**533.78**				
MW OH	BURGNER, ARTHUR E000074	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH121922	533.78	JANUARY 2023		00016665	12/20/2022
				Check Total:	**533.78**				
MW OH	BUSSE, MICHAEL E000131	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH121922	1,391.00	JANUARY 2023		00016666	12/20/2022
				Check Total:	**1,391.00**				
MW OH	CHANDLER, JOHN P E000109	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH121922	1,391.00	JANUARY 2023		00016667	12/20/2022
				Check Total:	**1,391.00**				
MW OH	CHANG, ROBERT E000107	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH121922	1,288.00	JANUARY 2023		00016668	12/20/2022
				Check Total:	**1,288.00**				
MW OH	COBBETT, GEOFFREY E000007	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH121922	533.78	JANUARY 2023		00016669	12/20/2022
				Check Total:	**533.78**				
MW OH	COOK, ARLENE M E000018	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH121922	533.78	JANUARY 2023		00016670	12/20/2022
				Check Total:	**533.78**				
MW OH	D'AMATO, ROBERT E000056	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH121922	191.39	JANUARY 2023		00016671	12/20/2022
				Check Total:	**191.39**				

City of Placentia
Check Register
For 01/04/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	DAVID, PRESTON E000112	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH121922	533.78	JANUARY 2023		00016672	12/20/2022
				Check Total:	**533.78**				
MW OH	DAVIS, CAROLYN E000005	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH121922	533.78	JANUARY 2023		00016673	12/20/2022
				Check Total:	**533.78**				
MW OH	DEAN, ANDREW E000135	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH121922	1,821.00	JANUARY 2023		00016674	12/20/2022
				Check Total:	**1,821.00**				
MW OH	DELOS SANTOS, JAMIE E000045	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH121922	185.29	JANUARY 2023		00016675	12/20/2022
				Check Total:	**185.29**				
MW OH	DICKSON, ROBERTA JO E000011	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH121922	191.39	JANUARY 2023		00016676	12/20/2022
				Check Total:	**191.39**				
MW OH	DOWNEY, CAROL E000082	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH121922	533.78	JANUARY 2023		00016677	12/20/2022
				Check Total:	**533.78**				
MW OH	ECKENRODE, NORMAN E000029	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH121922	533.78	JANUARY 2023		00016678	12/20/2022
				Check Total:	**533.78**				
MW OH	ESCOBOSA, LILLIAN E000055	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH121922	533.78	JANUARY 2023		00016679	12/20/2022
				Check Total:	**533.78**				
MW OH	ESPINOZA, ROSALINDA E000016	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH121922	571.00	JANUARY 2023		00016680	12/20/2022
				Check Total:	**571.00**				

City of Placentia
Check Register
For 01/04/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	FRICKE, JUERGEN E000075	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH121922	879.00	JANUARY 2023		00016681	12/20/2022
				Check Total:	**879.00**				
MW OH	FULLER, GLENN H E000081	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH121922	879.00	JANUARY 2023		00016682	12/20/2022
				Check Total:	**879.00**				
MW OH	GALLANT, KAREN E000008	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH121922	533.78	JANUARY 2023		00016683	12/20/2022
				Check Total:	**533.78**				
MW OH	GARNER, JO ANN E000047	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH121922	533.78	JANUARY 2023		00016684	12/20/2022
				Check Total:	**533.78**				
MW OH	GARNER, KITTY E000080	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH121922	876.44	JANUARY 2023		00016685	12/20/2022
				Check Total:	**876.44**				
MW OH	GRIMM, DENNIS L E000042	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH121922	314.00	JANUARY 2023		00016686	12/20/2022
				Check Total:	**314.00**				
MW OH	HOLTSCLAW, KATHERINE E000121	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH121922	571.00	JANUARY 2023		00016687	12/20/2022
				Check Total:	**571.00**				
MW OH	IRVINE, SUZETTE E000019	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH121922	533.78	JANUARY 2023		00016688	12/20/2022
				Check Total:	**533.78**				
MW OH	JENKINS, ROBERT E000084	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH121922	689.04	JANUARY 2023		00016689	12/20/2022
				Check Total:	**689.04**				

City of Placentia
Check Register
For 01/04/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	JOHNSON, SHARON E000099	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH121922	191.39	JANUARY 2023		00016690	12/20/2022
				Check Total:	**191.39**				
MW OH	JONES, ROBERT E000053	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH121922	148.68	JANUARY 2023		00016691	12/20/2022
				Check Total:	**148.68**				
MW OH	JUAREZ, JANET E000134	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH121922	148.68	JANUARY 2023		00016692	12/20/2022
				Check Total:	**148.68**				
MW OH	JUDD, TERRELL E000115	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH121922	1,000.50	JANUARY 2023		00016693	12/20/2022
				Check Total:	**1,000.50**				
MW OH	KIRKLAND, RICHARD L E000110	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH121922	148.68	JANUARY 2023		00016694	12/20/2022
				Check Total:	**148.68**				
MW OH	LITTLE, DIANE M E000098	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH121922	269.02	JANUARY 2023		00016695	12/20/2022
				Check Total:	**269.02**				
MW OH	LOOMIS, CORINNE E000122	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH121922	571.00	JANUARY 2023		00016696	12/20/2022
				Check Total:	**571.00**				
MW OH	LOWREY, B J E000041	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH121922	314.00	JANUA RY 2023		00016697	12/20/2022
				Check Total:	**314.00**				
MW OH	MAERTZWEILER, MICHAEL E000032	FEB MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH121922	533.78	JANUARY 2023		00016698	12/20/2022
				Check Total:	**533.78**				

City of Placentia
Check Register
For 01/04/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	MILANO, JAMES E000054	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH121922	533.78	JANUARY 2023		00016699	12/20/2022
				Check Total:	**533.78**				
MW OH	MILLER, RICHARD E000106	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH121922	1,143.00	JANUARY 2023		00016700	12/20/2022
				Check Total:	**1,143.00**				
MW OH	OLEA, ARLENE J E000014	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH121922	533.78	JANUARY 2023		00016701	12/20/2022
				Check Total:	**533.78**				
MW OH	PALMER, GEORGE E000094	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH121922	1,143.00	JANUARY 2023		00016702	12/20/2022
				Check Total:	**1,143.00**				
MW OH	PASCARELLA, RICHARD E000129	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH121922	1,821.00	JANUARY 2023		00016703	12/20/2022
				Check Total:	**1,821.00**				
MW OH	PASCUA, RAYNALD E000114	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH121922	1,726.00	JANUARY 2023		00016704	12/20/2022
				Check Total:	**1,726.00**				
MW OH	PASPALL, MIHAJLO E000085	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH121922	448.36	JANUARY 2023		00016705	12/20/2022
				Check Total:	**448.36**				
MW OH	PEREZ, ROBERT E000111	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH121922	148.68	JANUARY 2023		00016706	12/20/2022
				Check Total:	**148.68**				
MW OH	PICHON, WALTER E000103	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH121922	269.02	JANUARY 2023		00016707	12/20/2022
				Check Total:	**269.02**				

City of Placentia
Check Register
For 01/04/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	PINEDA, MATEO E000127	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH121922	415.50	JANUARY 2023		00016708	12/20/2022
				Check Total:	**415.50**				
MW OH	PISCHEL, STEPHEN E000130	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH121922	876.17	JANUARY 2023		00016709	12/20/2022
				Check Total:	**876.17**				
MW OH	POINT, ERIC E000133	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH121922	1,821.00	JANUARY 2023		00016710	12/20/2022
				Check Total:	**1,821.00**				
MW OH	REDIFER, KIM R E000022	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH121922	879.00	JANUARY 2023		00016711	12/20/2022
				Check Total:	**879.00**				
MW OH	RENDEN, BRIAN E000083	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH121922	448.36	JANUARY 2023		00016712	12/20/2022
				Check Total:	**448.36**				
MW OH	REYES, ROGER T E000024	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH121922	533.78	JANUARY 2023		00016713	12/20/2022
				Check Total:	**533.78**				
MW OH	REYNOLDS, MATTHEW E000132	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH121922	571.00	JANUARY 2023		00016714	12/20/2022
				Check Total:	**571.00**				
MW OH	RICE, RUSSELL J E000059	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH121922	1,391.00	JANUARY 2023		00016715	12/20/2022
				Check Total:	**1,391.00**				
MW OH	RIVERA, AIDA E000026	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH121922	191.39	JANUARY 2023		00016716	12/20/2022
				Check Total:	**191.39**				

City of Placentia
Check Register
For 01/04/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	ROACH, MICHAEL E000105	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH121922	1,391.00	JANUARY 2023		00016717	12/20/2022
				Check Total:	**1,391.00**				
MW OH	ROBB, SANDRA E000043	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH121922	191.39	JANUARY 2023		00016718	12/20/2022
				Check Total:	**191.39**				
MW OH	ROSE, RICHARD D E000050	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH121922	1,288.00	JANUARY 2023		00016719	12/20/2022
				Check Total:	**1,288.00**				
MW OH	SALE, LEE R E000031	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH121922	533.78	JANUARY 2023		00016720	12/20/2022
				Check Total:	**533.78**				
MW OH	SANCHEZ, LAURA E000058	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH121922	191.39	JANUARY 2023		00016721	12/20/2022
				Check Total:	**191.39**				
MW OH	SCHLIEDER, BEVERLY E000120	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH121922	876.44	JANUARY 2023		00016722	12/20/2022
				Check Total:	**876.44**				
MW OH	SMITH, WARD E000128	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH121922	584.00	JANUARY 2023		00016723	12/20/2022
				Check Total:	**584.00**				
MW OH	SOTO, PHILIP J E000052	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH121922	533.78	JANUARY 2023		00016724	12/20/2022
				Check Total:	**533.78**				
MW OH	SPRAGUE, GARY A E000064	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH121922	1,685.00	JANUARY 2023		00016725	12/20/2022
				Check Total:	**1,685.00**				

City of Placentia
Check Register
For 01/04/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	STEPHEN, JEFFREY E000119	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH121922	1,288.00	JANUARY 2023		00016726	12/20/2022
				Check Total:	**1,288.00**				
MW OH	TAYLOR, DAVID M E000088	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH121922	584.00	JANUARY 2023		00016727	12/20/2022
				Check Total:	**584.00**				
MW OH	TAYLOR, LINDA E000126	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH121922	529.37	JANUARY 2023		00016728	12/20/2022
				Check Total:	**529.37**				
MW OH	THOMANN, DARYLL L E000101	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH121922	533.78	JANUARY 2023		00016729	12/20/2022
				Check Total:	**533.78**				
MW OH	TRIFOS, WILLIAM E000104	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH121922	879.00	JANUARY 2023		00016730	12/20/2022
				Check Total:	**879.00**				
MW OH	VALENTINE, THOMAS E000118	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH121922	584.00	JANUARY 2023		00016731	12/20/2022
				Check Total:	**584.00**				
MW OH	VERSTYNEN, WILLIAM E000092	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH121922	148.68	JANUARY 2023		00016732	12/20/2022
				Check Total:	**148.68**				
MW OH	WAHL, KATHLEEN A E000030	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH121922	191.00	JANUARY 2023		00016733	12/20/2022
				Check Total:	**191.00**				
MW OH	WIEST, STEPHEN E000079	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH121922	534.00	JANUARY 2023		00016734	12/20/2022
				Check Total:	**534.00**				

City of Placentia
Check Register
For 01/04/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	WORDEN, LARRY M E000116	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH121922	584.00	JANUARY 2023		00016735	12/20/2022
				Check Total:	**584.00**				
MW OH	YAMAGUCHI, BRIAN E000123	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH121922	1,391.00	JANUARY 2023		00016736	12/20/2022
				Check Total:	**1,391.00**				
MW OH	ZINN, JOHN E000009	JAN MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH121922	1,293.00	JANUARY 2023		00016737	12/20/2022
				Check Total:	**1,293.00**				
				Type Total:	**947,459.76**				
				Check Total:	**947,459.76**				

Placentia City Council
AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR / SUPPORT AND EMERGENCY SERVICES

DATE: JANUARY 10, 2023

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. 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 that both the initial determination, and all subsequent determinations be made by City Council Resolution. At the January 18, 2022 meeting, City Council approved Resolution R-2022-01 making the initial determination. At the February 15, 2022 meeting, City Council approved Resolution R-2022-04, and on March 15, 2022 City Council approved Resolution R-2022-12, and on April 19, 2022 City Council approved Resolution R-2022-19, and on May 17, 2022 City Council approved Resolution R-2022-27, and on June 19, 2022 City Council approved Resolution R-2022-39, and on July 19, 2022 City Council approved Resolution R-2022-46, and on September 20, 2022 City Council approved R-2022-59, and on October 18, 2022 City Council Approved R-2022-65, and on November 15, 2022 City Council approved R-2022-73, and on December 6, 2022 City Council approved R-2022-81 making the determination to continue to authorize the conduct of remote meetings. Approval of Resolution R-2023-01 (Attachment 1) would continue to confirm the subsequent determination to continue remote meetings in 2023.

1.c.
Jan 10, 2023

RECOMMENDATION:

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

Approve Resolution R-2023-01, 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.

STRATEGIC PLAN STATEMENT:

There is no specific strategic planning goal or objective associated with this agenda item.

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 in 2022 at the January 18, 2022 meeting by adopting Resolution R-2022-01, 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.

Approval of Resolution R-2023-01 (Attachment 1) would confirm the subsequent determination to continue remote meetings for an additional 30 days.

Prepared by:

Carole M. Wayman
Deputy City Clerk

Reviewed and approved:

Rosanna Ramirez
Deputy City Administrator

Reviewed and approved:

Damien R. Arrula
City Administrator

Attachment:
Resolution R-2023-01 – Authorizing Continued Remote Meeting Participation

RESOLUTION NO. R-2023-01

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 February 9, 2022, the COVID-19 pandemic has killed more than 81,811 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-2022-01, R-2022-04, R-2022-12, R-2022-19, R-2022-27, R-2022-39, R-2022-46, R-2022-59, R-2022-65, R-2022-73 and R-2022-81 to authorize this body and subservient bodies of boards, commissions, and committees to conduct remote "telephonic" meetings.

(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 10th day of January 2023.

_____
Ward L. Smith, Mayor

Attest:

_____
Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert S. McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 10th day of January 2023 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: EMERGENCY AND HEALTH SERVICES MANAGER

DATE: JANUARY 10, 2023

SUBJECT: **PROFESSIONAL SERVICES AGREEMENT FOR LOCAL HAZARD MITIGATION PLAN PREPARATION SERVICES WITH FOSTER MORRISON CONSULTING LTD.**

FISCAL IMPACT:
EXPENSE: $71,645
BUDGETED: $90,000 (799203-6770)

SUMMARY:

Local Hazard Mitigation planning is the process of assessing vulnerabilities, measuring risk, identifying strategies for risk reduction, and assigning responsible parties to carry out appropriate action. This initiative involves a comprehensive study of all hazards that could impact a given municipality including natural, human-caused, and technological hazards. The planning process requires a number of stakeholders, including members of the public, coming together in a collaborative effort to attain a common objective of managing disaster-related risk.

A Local Hazard Mitigation Plan (LHMP) is the output of this planning process and serves as a local municipality's long-term roadmap for community resiliency. Local municipalities are responsible to prepare, maintain, update, and adopt a LHMP, upon review by the Governor's Office of Emergency Services (Cal OES) and approval from the Federal Emergency Management Agency (FEMA). Additionally, the Federal Disaster Mitigation Act of 2000 requires a community to have an approved LHMP in order to be eligible to apply for and receive FEMA hazard mitigation funds. Once a LHMP is adopted, FEMA requires that the LHMP be updated every five years.

The comprehensive development of the City's LHMP will not only ensure that the City is eligible to receive FEMA hazard mitigation funds, but also will guide the City towards building a safer, more sustainable community.

RECOMMENDATION

Staff recommends that the City Council:

1. Approve the Professional Services Agreement with Foster Morrison Consulting, Ltd. in the not-to-exceed amount of $71,645 to prepare a comprehensive Local Hazard Mitigation Plan for the City of Placentia; and

2. Authorize the City Manager to execute the agreement in a form approved by the City Attorney.

STRATEGIC PLAN STATEMENT:

This item is consistent with the City Council approved 5-Year Strategic Goal #2 to Ensure That Public Safety Continues to be a High Priority under Objective #2.3, which is to maintain operational readiness and provide full-services during a disaster.

DISCUSSION:

The purpose of developing a City LHMP is to promote sound public policy designed to protect residents, critical facilities, infrastructure, private property, and the environment from various hazards. As outlined in the LHMP, this is achieved by increasing public awareness, documenting the resources for risk reduction and loss prevention, and identifying activities that will further improve the community's resiliency.

In June 2022, Staff issued a Request for Proposals (RFP), shown in Attachment "1, to identify the most qualified firm to provide LHMP preparation services for the City. In response to the RFP, ten proposals were received. Copies of the proposals are on file with the City Clerk's Office.

Rank	Firm	Proposed Cost
1	Foster Morrison Consulting Ltd. (Recommended)	$71,645
2	Emergency Planning Consultants	$50,000
3	Interwest Consulting Group	$70,000
4	Tetra Tech	$96,428
5	De Novo Planning	$81,850
6	Jacob Green & Associates	$94,770
7	Integrated Solutions Consulting	$61,441
8	General Tech and Solutions	$29,500
9	The Resiliency Initiative	$77,500
10	Task Force 7	$90,408

The proposals were evaluated and independently ranked by an RFP Evaluation Team based upon the following five criteria: (1) Overall Approach to Project; (2) Capabilities of the Team, Knowledge and Experience; (3) Project Understanding and Approach; and (4) Resource Allocation to the Project.

Based on the initial evaluation, three firms (Emergency Planning Consultants, Interwest Consulting Group and Foster Morrison Consulting, Ltd.) were invited to interview with the City. Prior to the interview process, client references were verified. Upon completion of the interview process, Foster Morrison Consulting, Ltd. (Foster Morrison) ranked highest and is therefore being recommended for the contract award based upon the following factors:

- Meet City's Needs: Foster Morrison demonstrates flexibility and is capable of effectively adjusting the project's schedule to meet the City's needs.

- Experience: The Foster Morrison team has extensive experience working Title 44 of the Code of Federal Regulations, as amended by the Disaster Mitigation Act of 2000. Additionally, the Foster Morrison team members include experienced Hazard Mitigation professionals who have worked together throughout the State of California and as such are very familiar with hazards and risks.

- Working Relationships: Foster Morrison team members have served as trainers for Cal OES California Specialized Training Institute *Mitigation for Emergency Managers* course. In these positions, team members have built excellent working relationships with FEMA and Cal OES state and have unique insight into the plan and project approval process.

Foster Morrison is an independent consulting firm that focuses on Emergency Management and Hazard Mitigation Planning. Its primary consultant, who will be the City's designated project manager, has more than 19 years of experience serving the needs of cities, public agencies, and organizations throughout California. Their team of highly qualified professionals have extensive experience working with local, regional, state, federal, and international governments to prepare for, respond to, recover from, and mitigate against natural and manmade hazards.

Staff recommends that the City Council approve the Professional Services Agreement with Foster Morrison Consulting, Ltd. (Attachment "2") in the not-to-exceed amount of $71,645 to prepare a comprehensive Local Hazard Mitigation Plan for the City of Placentia. The project is scheduled to start in January 2023 and conclude by Spring 2024.

ALTERNATIVES CONSIDERED

1. One alternative to the recommended action is to select a different firm that responded to the RFP and negotiate a contract with that firm. Staff does not recommend this alternative since Staff believes it is in the best interest of the City to contract with Foster Morrison Consulting, Ltd. due to their level of expertise, strong familiarity with Cal OES, and ability to effectively meet the City's timeline.

2. The second alternative is to reject all proposals and rebid the RFP. Staff believes that re-advertising and rebidding the project will not result in a more qualified firm than Foster Morrison Consulting, Ltd. with a fair and competitive cost to prepare a comprehensive Local Hazard Mitigation Plan.

FISCAL IMPACT:

The proposed contract not-to-exceed amount to provide services for this project totals $71,645. A total of $90,000 has been budgeted in the FY 2022-23 Budget for these services.

Prepared by:

Patrick Powers
Emergency and Health Services Manager

Reviewed and approved:

Rosanna Ramirez
Deputy City Administrator

Reviewed and approved:

Jennifer Lampman
Finance Director

Reviewed and approved:

Damien R. Arrula
City Administrator

Attachments:

1. RFP for Professional Consulting Services - Local Hazard Mitigation Plan Project
2. Professional Services Agreement between City of Placentia and Foster Morrison Consulting, Ltd.

REQUEST FOR PROPOSALS (RFP)

PROFESSIONAL CONSULTING SERVICES
FOR THE

CIT OF PLACENTIA LOCAL HA ARD MITIGATION PLAN PROJECT

RFP RESPONSES TO BE RECEIVED UNTIL
5:00 P M , THURSDA JUL 14, 2022

City of Placentia
401 East Chapman Avenue
Placentia, CA 92870

Approved for Advertising

Rosanna Ramirez
Deputy City Administrator

Date Issued: June 20, 2022

REQUEST FOR PROPOSALS (RFP)
FOR

PROFESSIONAL CONSULTING SER□ICES
FOR THE
CIT□ OF PLACENTIA HA□ARD MITIGATION PLAN PRO□ECT

TABLE OF CONTENTS

	INTRODUCTION	3
1	SCOPE OF WORK	5
2	ASSURANCE OF DESIGNATED PRO□ECT TEAM	13
3	PROPOSAL FORMAT RE□UIREMENTS	13
4	RE□UIRED STATEMENTS	16
5	E□CEPTIONS	16
6	RESOURCE ALLOCATION AND COST PROPOSAL	16
7	SUBMITTAL INSTRUCTIONS	17
8	E□ALUATION CRITERIA	18

Exhibit A – CIT□ PROFESSIONAL SER□ICES AGREEMENT

INTRODUCTION

The City of Placentia (hereinafter referred to as the “City”) is requesting Proposals from a qualified consultant to coordinate, facilitate, and develop a comprehensive Local Hazard Mitigation Plan (LHMP) pursuant to the Disaster Mitigation Act (DMA) of 2000, implementing regulations and guidance as they apply to local governments (hereinafter referred to as the “Proposer”). The awarded Contractor, (hereinafter referred to as “Contractor”) shall be in accordance with the Sample Professional Service Agreement, **Appendix A** terms, conditions, and scope of work. Prior to submitting a Proposal, Proposers are advised to carefully read the instructions below, including the Sample Professional Service Agreement and any solicitation attachments/exhibits. The term is expected to be for 1 year or until final FEMA approval of the LHMP.

The City of Placentia is a charter city, with an elected city council, elected city clerk, and elected treasurer and a professional City Administrator with an annual General Fund budget of over $40 million and a total budget of over $45 million for fiscal year 2022-2023.

The City is a “full service city” providing a wide range of services. These services include: police and fire protection emergency medical aid building safety regulation and inspection street lighting land use planning and zoning housing and community development maintenance and improvement of streets and related structures traffic safety maintenance and improvement and full range of recreational and cultural programs.

The successful Proposer shall have experience in similar types of services. All Proposers responding to this Request for Proposal (RFP) will be evaluated based on their expertise, prior experience on similar projects, demonstrated competence, ability to meet the requested services, adequate staffing, reference check, understanding of services, cost and responsiveness to the needs and concerns of the City of Placentia.

Technical questions about the requested services that might require a clarification of the RFP should be submitted in writing, and responses shall be provided in writing. All questions must be submitted no later than 7 days prior to the due date. This Request for Proposals (RFP) includes a description of the scope of work, proposal requirements, and instructions for submitting your proposal. Direct all inquiries regarding this RFP in writing via email to

Patrick Powers
Emergency and Health Services Manager
City of Placentia
401 East Chapman Avenue
Placentia, CA 92870
Phone (714) 993-8214
Email ppowers@placentia.org

Please do not contact City departments or other City staff directly. Information provided by other than the above contact may be invalid and proposals which are submitted in accordance with such information may be declared non-responsive.

If it becomes necessary to revise any part of this RFP written addenda will be issued. Any amendment to this RFP is valid only if in writing and issued by the City of Placentia Administration Department.

Any changes, additions, or deletions to this Request for Proposals will be in the form of written addenda issued by the City. Any addenda will be posted on the City's CIP website www.placentia.org/bids.aspx or www.ciplist.com/plans Placentia/City/11610

It is the proposer's sole responsibility to monitor this website for possible addenda to this RFP. Failure of proposer to retrieve addenda from this site shall not relieve the proposer of the requirements contained therein. Additionally, failure of proposer to return signed addenda, when required, may be cause for rejection of his/her proposal.

Proposals must conform to the requirements of this RFP and must be submitted in PDF format on a flash drive and in a sealed envelope to the Administration Department no later than **5:00 PM, Thursday, July 28th, 2022**

The envelope shall be addressed to **Patric Powers, Emergency and Health Services Manager, City of Placentia, 401 East Chapman Avenue, Placentia, CA 92870**

The City reserves the right to waive any irregularity in any proposal or to reject any proposal that does not comply with this RFP. The City alone, using criteria determined by the City, will select the qualified firm and/or consultant. The successful consultant to whom the contract is awarded shall, within ten (10) days after being notified, enter a contract with the City for the work and shall furnish all required documents necessary to enter said contract. Failure of the successful consultant to execute the contract within said ten (10) days shall be just cause for the City to contract with the next ranked consultant.

SCOPE OF WORK

The City of Placentia (population 51,233) encompasses 6.6 square miles. State Route 57 (The Orange Freeway) runs through the southwest section of Placentia. State Route 91 (The Riverside Freeway) passes directly south of the city. Its predominant industries include retail trade, light manufacturing, finance/insurance, and real estate. The City has transformed from a quiet suburban community with deep farming roots, to a world-class city featuring some of the best restaurants, retail centers, and cultural arts.

The City offers its diverse population of residents 12 neighborhood and community parks, one private golf course, 12 public schools, one library, and one state university near the city limits.

The City is a full-service municipality, including Police and Fire Departments. Placentia has 156 full-time employees and 81 part-time staff members. The Police Department operates with 45 sworn officers and an additional 16 non-sworn professional and part-time staff members. The Fire Department serves the City with 29 sworn positions and three non-sworn positions. In 2021, the City's public safety agencies received calls for over 33,238 incidents.

The City of Placentia is seeking a qualified consultant to coordinate, facilitate, and develop a comprehensive Local Hazard Mitigation Plan (LHMP) pursuant to the Disaster Mitigation Act (DMA) of 2000, implementing regulations and guidance as they apply to local governments. The plan will be consistent with the State of California's Federal Emergency Management Agency (FEMA) approved mitigation plan. A FEMA approved plan will help identify mitigation actions that will make the City of Placentia more resilient in its response to local hazards.

The City of Placentia has allocated funds for the development of this LHMP. Preparation of the LHMP will involve an inclusive citywide planning process and will include the following participants seeking the California Office of Emergency Services (CalOES) and FEMA Region I approval of the City of Placentia Plan

- Local special districts
- Private agencies
- Other stakeholders invited to participate in the plan development process as members of the planning committee.

Phases

The scope of services for this project is organized into four (4) phases in accordance with the Disaster Mitigation Act planning process.

1) LHMP Planning/Development Process and Organize resources.
2) Risk Assessment (Hazard Identification, Hazard Mapping, Vulnerability Assessment, and Capability Assessment).
3) Hazard Mitigation Strategy and
4) Hazard Plan Implementation and Maintenance Process

Phase I: LHMP Planning/Development Process and Organize Resources

1. As part of the LHMP planning and development process, the City of Placentia will hire a consultant to assist in the development of LHMP. To support the efforts of the consultant and the creation of the LHMP, the City will organize a Hazard Mitigation Planning Committee (HMPC). Members of the HMPC will include representatives from each participating department and jurisdiction staff with other local, state, and federal agencies; follow the "whole community" approach by including non-profits, religious institutions, disability access, and functional needs groups, and experts and may also include a cross-section of the community, such as residents, community leaders, and business owners. The public will also be invited to participate on the HMPC.

The HMPC will:

   a. Participate in the planning process, attend meetings, and provide data as requested
   b. Solicit input from citizens and professionals with knowledge of applicable hazards
   c. Provide input on how the risk differs across the planning area
   d. Identify new/proposed mitigation projects
   e. Review drafts of the plan
   f. Hold public meetings
   g. Coordinate the formal adoption of the plan by governing boards
   h. Manage the implementation of the proposed mitigation projects

2. The consultant shall facilitate a minimum of three (3) public meetings. Each meeting will focus on educating the public on the LHMP development process and identify community concerns. The consultant shall provide content to post on the City's webpage and social media platforms.

3. Rosters and documentation of attendance for all meeting participants will be the responsibility of the consultant for all phases and aspects of the LHMP effort. When

a final draft LHMP is developed, the public will be invited to review and provide comments to the current draft. Public comments will be recorded and incorporated as appropriate by the consultant.

   a. Note For security reasons, all critical infrastructure protection information will need to be redacted from the plan prior to dissemination or presentation to the public.

4. The City of Placentia LHMP will thoroughly document the hazard mitigation planning process, including but not limited to

   a. A narrative description of how the plan was prepared and the process followed
   b. An outline of plan development meeting dates, attendees, and agendas
   c. Identify agencies and organizations that participated in plan development
   d. Coordination with existing planning mechanisms
   e. Description of how the public was involved and strategy for public outreach/meetings

Phase II: Ris Assessment (Hazard Identification, Hazard Mapping, Vulnerability Assessment, and Capability Assessment)

A detailed risk assessment will be developed for this comprehensive LHMP. The purpose of this section is to understand the risk and vulnerability of identified natural hazards and to provide a basis for hazard mitigation strategy development. Details of historic incidents and quantitative data will be incorporated to the greatest extent possible. This information will be the most current available. The risk assessment will include

1. **Hazard Identification and Profiles** The section will include a description and prioritization of the hazards that have occurred / could occur within the City. The hazard categories may include

   a. Aircraft Incident
   b. Civil Disturbance
   c. Climate change hazards
   d. Critical Infrastructure Failure
   e. Cyber & Technology hazards
   f. Dam Failure hazards
   g. Drought hazards
   h. Earthquake hazards
   i. Fire hazards
   j. Flood-related hazards
   k. Nuclear and other Hazardous Materials
   l. Public Health hazards
   m. Severe weather-related hazards (extreme temperatures, drought, fog, heavy rains/thunderstorms, wind/lightning, etc.)

n. Space Weather hazards
o. Terrorism, Active Threat hazards
p. Tsunami hazards
q. Other human-caused hazards
r. Other geologic and soil hazards
s. Other hazards as identified by the Hazard Mitigation Planning Committee

2. **Hazard Mapping** Using the best and most current available data, the risk assessment will include high resolution maps (hazard and infrastructure maps will be provided by the consultant) that delineate areas affected by hazards and identify locations of local assets. The geographic information data will comprise comprehensive inventory for use in developing map data layers (to the extent data is available), of the following items relative to the multiple hazard area
    a. Public buildings and facilities
    b. Critical facilities and infrastructure
    c. Maps that depict the location of parcels, structures, land use, and populations
    d. Structures will be delineated by type of use (e.g., residential, commercial, industrial, etc.)
    e. Other areas of note

3. **Vulnerability Assessment** Based on the previous information, the Consultant will develop an overview of the City's vulnerability to specific hazards. Electronic maps and GIS data (provided by the Consultant) will be developed that identify local assets that are located within known hazard areas. HAZUS, CalOES MyHazards and similar reputable resources will be used to model losses as appropriate. This vulnerability assessment will include (as the data allows)
    a. Types and numbers of buildings, infrastructure, and critical facilities located within the planning area and within identified hazard areas
    b. An inventory of all repetitive flood loss structures, as defined by FEMA, if applicable
    c. Potential dollar losses from identified hazards will be estimated through a process that utilizes HAZUS-MH or GIS analysis of County assessor's data with hazard locations
    d. Description of land uses and development trends to advise future land use decisions
    e. HAZUS is a nationally applicable standardized methodology that contains models for estimating potential losses from earthquakes, floods, and hurricanes.

4. **Capability Assessment** This assessment will be conducted to inventory those existing plans, policies, and procedures that the City has in place to temper the effect of hazards. This will include protective measures under the National Flood Insurance Program (NFIP), building codes, zoning ordinances, completed or

ongoing mitigation projects, and mitigation polices established in the general or comprehensive plans of participating jurisdictions. Technological and infrastructure vulnerabilities will also be noted in detail. Photographs of the vulnerabilities in Placentia will be incorporated as appropriate or requested.

Phase III: Hazard Mitigation Strategy

The LHMP will include a mitigation strategy to address its exposure to identified hazards. This will require meetings of the HMPC, facilitated by the consultant, and shall include

1. **Developing mitigation goal statements:** This will focus on reducing the risk and vulnerability from the identified hazards.

2. **Developing a comprehensive range of specific mitigation actions items being considered to reduce the effects of each hazard, based on the ris assessment**
    a. The range of potential action items will include emphasis on mitigating losses for new and existing buildings and infrastructure and for future development areas.
    b. This section will include a list of prioritized hazard mitigation action items that best meet the City of Placentia's needs for hazard damage reduction.
    c. Prioritization factors will include an analysis of proposed mitigation projects focused on several key areas, including but not limited to, economic (including benefits and cost), engineering, technical, legal, environmental, social, and political feasibility. Action items given the highest priority will meet most or all aspects of the feasibility analysis and will be the best fit for the City of Placentia and all plan participants.

3. **Developing a comprehensive range of specific mitigation actions items being considered to reduce the effects of each hazard, based on the ris assessment**

4. **Based on previous tas s, a draft plan will be prepared in accordance with state and federal requirements** The Consultant will ensure that each required component for each plan participant is included in the Plan. The draft plan will be made available to the HMPC for review and comment. The Consultant will incorporate HMPC comments and prepare a public review draft to be distributed to interested parties.

The draft LHMP plan, all supporting materials will be provided in Microsoft Word docx, high resolution pdf, TIFF and PEG format. Materials will be provided on x6 Samsung FIT Plus USB 3.1 drives. In addition, ten printed and bound copies of the draft LHMP will be provided, marked with "DRAFT".

Phase IV: Hazard Mitigation Plan Implementation and Maintenance Process

1. **Monitor, Evaluate, Implement, and Update** This section will detail how the City of Placentia HMPC will monitor, evaluate, implement, and update the Plan. For example, maintenance will occur at an annual meeting of the HMPC where the LHMP mitigation strategy and implementation progress will be evaluated and modified as appropriate. The Plan will be revised, updated, and re-adopted every five (5) years in accordance with the requirements of the Disaster Mitigation Act of 2000.

2. **Incorporation into Existing Planning Mechanisms** The City of Placentia will implement and incorporate hazard mitigation plan goals and actions into other local planning documents, such as the local Emergency Operations Plan, community wildfire protection plans, etc. Incorporation of, compatibility and integration with, the City Emergency Operations Plan (EOP) and Safety Element of the General Plan is required.

3. **Implementation Schedule** The completed LHMP will include procedures for ensuring the Plan's implementation, including an implementation schedule for each action item.

4. **Continued Public Involvement** The City of Placentia is committed to continued public involvement in the LHMP development, maintenance, and future updates. A description of public-involvement activities for the Plan will be included.

5. **Final Plan Approval and Adoption** The Consultant will collect and incorporate public comments to the public review draft, make all necessary revisions, and will prepare a Final Plan for submittal to the California Office of Emergency Services (CalOES) and FEMA Region I for review and approval. Upon approval of the Plan by CalOES and FEMA, the Plan will be presented to the Placentia City Council for adoption by resolution. The Consultant is responsible for all plan revisions from CalOES, FEMA, and other stakeholders until it is adopted by City resolution.

Deliverables

1. Final CalOES and FEMA approved LHMP all supporting materials in Microsoft Word docx, high- resolution pdf, TIFF, PEG, ArcGIS format. Materials are to be provided on six (6) Samsung FIT Plus USB 3.1 drives.
    a. Original, high quality, Placentia Branded PowerPoint brief of LHMP background, processes, and relevance specific to Placentia incorporating recent images, maps and historic information will be included on flash drives from Deliverable 1

b. GIS layers and overlay files for LHMP hazards and projects in ArcGIS compatible format will be included on flash drives from Deliverable 1.

2. Ten (10) high quality printed and bound copies of the final, complete CalOES and FEMA approved LHMP.

3. Ten (10) high quality printed and bound copies of the Mitigation Project Annex from the final, complete CalOES and FEMA approved LHMP.

4. All records related to the development of the plan, its contents, meetings held and other materials will be organized in high quality pdf format and provided to the City at the end of the process along with a hard copy of the materials, rosters and records.

Conditions

1. All drafts, to include the final approved final CalOES and FEMA approved LHMP are the property of the City of Placentia. All supporting materials, images, maps, documentation, rosters and other records related to the creation of the Placentia LHMP and the process are the property of City of Placentia.

2. Consultant will obtain any licensing, copyright use authorization, or other permissions required for images, video, studies, maps, surveys or other materials included in the LHMP.
   a. Any licensing, copyright use authorization, ownership, or other permissions utilized in LMHP or its supporting materials will be transferred to the City of Placentia.

3. Consultant branding on materials is not authorized or acceptable for the City of Placentia LHMP or any of its components except as allowed or directed by Emergency and Health Services Manager.

4. Final invoice will not be accepted or paid by the City of Placentia until the final LHMP has all directed corrections/edits made, is approved by CalOES, FEMA, and all conditional materials and deliverables are received by the Placentia Emergency and Health Services Manager and the LHMP is adopted by City resolution.

Specific Wor Requirements

1. Scope of Work will include the following general tasks associated with the delivery of a FEMA- approved mitigation plan

a. Development of the Mitigation Plan, including process documentation, capability assessment, development of mitigation goals, identification and analysis of mitigation measures, writing and reviewing plan drafts
b. Review of relevant City and County documents, plans, records, GIS data, and historic events and incorporation of same into the planning process
c. Risk assessments, including hazard identification and profiling of natural hazards common to Placentia, assessments of vulnerabilities, and estimates of potential losses
d. Incorporate review comments from City staff, California Office of Emergency Services (CalOES), and FEMA into the plan as necessary to complete the plan in compliance with DMA 2000, CalOES and FEMA requirements
e. Facilitation of City-specific meetings and activities to include venue, signage and outreach
f. Planning and facilitation of City-specific public participation activities to include venue, signage and outreach
g. Placentia Emergency Services Administrator will be kept informed of complete schedule and project progress.

2. Bidder shall be thoroughly familiar with the
    a. Robert T. Stafford Disaster Relief Act
    b. Emergency Assistance Act, Disaster Mitigation Act of 2000

3. Bidder is required to consult with CalOES and FEMA as the project structure is developed.

4. Bidder and/or mitigation Consultant must have proven ability to work with CalOES and FEMA and be familiar with their processes and procedures related to the creation, review, and final approval of the LHMP.

5. Refreshments will be provided by the consultant as requested by the Emergency and Health Services Manager for conferences per
    a. FEMA Preparedness Grants Manual 2019
    b. 2 C.F.R. Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
    c. Costs associated with these refreshments will be built into the proposal as a meeting materials expense.

Performance

1. **Milestones:**
    a. NLT 10 months – LHMP delivered to CalOES & FEMA for review - initial

2. **Corrections Received from CalOES and/or FEMA**
    a. NLT 1 month – Consultant completes LHMP corrections and updates□delivers corrected/updated copy to CalOES and FEMA for review

3. **Final LHMP Approved by CalOES □ FEMA**
    a. NLT 1 month – Placentia receives from Consultant□High resolution/quality, printed and bound copies of LHMP□ LHMP Projects□organized physical and hard copy of all planning materials, agendas, rosters, etc. Electronic copies on USB flash drive.

    b. NLT 2 months - Placentia receives from Consultant□Final Invoice and any remaining documentation to be reconciled.

1□ ASSURANCE OF DESIGNATED PROJECT TEAM

Proposer shall assure that the designated project team, including sub-consultants as identified in the firm's proposal, is used for this project. Departure or reassignment of, or substitution for, any member of the designated project team or sub-consultant(s) shall not be made without the prior written approval of the City.

2□ PROPOSAL FORMAT REQUIREMENTS

Each response to this RFP shall include the information described in this section.

Provide the information in the specified order. **Failure to include all the elements specified may be cause for rejection**□ Additional information may be provided but should be brief and relevant to the goals of this RFP. Excessive information will not be considered favorably.

A PDF copy of the final proposal should be submitted to the City on a flash drive. The consultant project cost proposal should be submitted in hard copy format in a separate sealed envelope marked "Cost Proposal."

Proposals shall be limited to a maximum of 30 pages. Proposals over 30 pages will be rejected. Paper size shall be 8.5"x11" and occasional 11"x17" sheets are acceptable for exhibits and graphics. The cover letter, table of contents, front and back covers, and section dividers are excluded from the page count. The proposal should include the following sections in order□

2□1 Cover Letter with the following information□

- Title of this RFP

- Name and mailing address of the prime consultant (include physical location if mailing address is a PO Box)
- Contact Person, Email address, telephone number, and fax number

The City will use email to notify your firm of critical developments such as interview schedules if any, notification of selection/non-selection, etc. Therefore, it is essential that you identify one or more contact persons who have frequent access to email.

The City will not be responsible for delivery failure of email due to firewalls, spam filters, or individuals' failure to retrieve email messages. The City will not attempt to re-deliver any messages which fail due to no fault of the City.

2.2 Signature Requirements

The Cover Letter must be signed by an officer empowered by the Consultant to sign such material and thereby commit the Consultant to the obligations contained in the RFP response. Further, the signing and submission of a response shall indicate the intention of the proposer to adhere to the provisions described in this RFP and a commitment to enter into a binding contract.

2.2.1.1 Proposals submitted on behalf of a Partnership shall be signed in the firm name by a partner or the Attorney-In-Fact. If signed by the Attorney-In-Fact, there shall be attached to the proposal a Power-Of- Attorney evidencing authority to sign proposals, dated the same date as the proposal and executed by all partners of the firm.

2.2.1.2 Proposals which are submitted on behalf of a Corporation shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer.

2.2.1.3 Proposals which are submitted by an Individual doing business under a firm name ("dba") shall be signed in the name of the individual doing business under the proper firm’s name and style.

3. Executive Summary

Describe your firm's and sub-consultant's (if any) general experience and qualifications as it pertains to projects of similar scope and size. Identify the services which would be completed by your firm's staff and those that would be provided by sub- consultants. Identify any sub-consultants you propose to utilize to supplement your firm's staff.

3.1 Project Team Organization

Clearly identify the prime consultant, all subconsultants, and their respective roles. Show the Project Manager and the key staff proposed for this project, including subconsultants' staff. It is expected that the project team proposed under this proposal will remain unchanged throughout the duration of the project. Replacement of key staff without consultation with the City will not be permitted.

Include contact information and a brief summary of the Prime firm's history and experience providing the requested services on similarly sized and scoped projects. Include a summary of the firm's experience, if any, with the City of Placentia. Provide a brief resume for each key staff member including their education background, licensing (if applicable), availability, and project experience.

3.2 Relevant Project Experience and References

List and provide a narrative summary of related project experiences. Include a minimum of three (3) similar type/size projects that your team has completed. Provide a project description, services provided, and construction costs. Discuss whether the design and construction were completed on time and within budget. Provide a minimum of three (3) references (name, title, agency, and telephone number) from previous experience. Provide no more than one contact person per project as a reference, including agency/company and phone number. Preference is given to project references that have directly worked with staff proposed for this project.

3.3 Project Understanding & Approach

Provide a detailed discussion of your firm's approach to the successful implementation of this project. Describe your firm/team's understanding of the work to be performed and identify the approach for key services and/or issues anticipated for this project. Describe the Project Manager's and firm/team support and approach to managing The Project to ensure the effort is completed on schedule and within established budget.

3.4 Scope of Work

Provide a scope of work complementing the City's proposed scope of work describing all tasks required to complete the work and any additional aspects to the work scope the City should and could consider that will enhance the overall project. The scope of work shall provide enough detail to distinguish the varied work effort required, in keeping with the City's desired tasks to be completed.

3.5 Schedule

Provide a proposed schedule to accomplish all the required tasks within the desired timeline & include review/approval times for the City and other project stakeholders.

It is necessary to submit these elements with your RFP response Failure to submit the required information with your response will render your proposal non-responsive.

4 REQUIRED PROPOSAL STATEMENTS

This section must include the statements identified below in your RFP response.

A. A statement that the submitting firm will perform the services and adhere to the requirements described in this RFP, including any addenda *(reference the addenda by date and/or number).*

B. Subsequent to award of this RFP, all or part of any submittal may be released to any person or firm who may request it, as prescribed by the State of California Public Records Act.

   Proposers shall include a statement that describes the specific portion(s) of their submittal that are considered proprietary and should not be releasable as public information. Proposers should be aware that all such requests may be subject to legal review and challenge.

C. Include a statement of assurance that you will not substitute members of your designated team without approval by the City of Placentia staff which declares there is no Conflict of Interest.

D. Include a statement which declares there is no Conflict of Interests.

E. Provide a statement attesting there has been no Collusion with other proposing firms.

F. Indicate your ability and agreement to fulfill the indemnification and insurance requirements contained in the sample contract. (Please note that actual Certificates of Insurance are not required as part of your submittal.)

5 Exceptions

Describe all proposed exceptions, alterations or amendments to the Scope of Services or other requirements of this RFP, including the Sample Contract (Attachment A). This section shall be clearly marked "Proposed Exceptions" in your submittal and should be delineated in a separate section of your proposal. The nature and scope of your proposed exceptions may affect the evaluation of your submittal and the City's determination of whether it is possible to successfully negotiate a contract with your firm/individual.

6□ Resource Allocation and Cost Proposal

Selection of the consultant will be made in accordance with the provisions of Chapter 10 of the California Government Code, Sections 4526 and 4529.5, stating that selection of professional services is based on competence and qualifications without regard to fee. The fee will be opened and evaluated to ensure the fee is reasonable for the services to be delivered after selection of the consultant based on qualifications is complete. Provide in a separate sealed envelope a total cost proposal for all services to be delivered, and a breakdown of costs delineated by tasks as described in your project plan. In the proposal, include a detailed resource allocation plan indicating by person/position assigned to the project the number of hours allocated to each person and each task. The sealed cost proposal will include essentially the same information only it will include associated hourly rates and a grand total cost proposal amount. The cost proposal must be in a time and materials not-to-exceed format which is the method of payment for this contract.

Once the final ranking is determined, the City will finalize with the top-ranked firm hourly billing rates and classifications, overhead rates, and other compensation to be paid under this contract. In addition, consultants will be expected to accept the standard City contract language for engineering consulting services agreements.

Negotiations will be conducted relative to actual scope, services, fee and payment schedule. If an agreement cannot be satisfactorily negotiated with the top-ranked firm, negotiations are terminated, and the City enters into negotiations with the second-ranked firm, and so on down the line, until agreement is reached, and a firm is selected.

All cost proposals shall be signed and dated per Section 6□0 above and shall be submitted in a separate sealed envelope□

7□0 SUBMITTAL INSTRUCTIONS

7□1 □our submittal package shall include the following□

- **One (1) copy** of your proposal in PDF format stored on a flash drive.
- **Three (3) hard copies** of your proposal printed in color in three ring binder
- **One (1) hard copy** of your Cost Proposal in a sealed envelope.

7□2 Proposals shall be submitted not later than the time and date indicated on the cover page of this RFP. All submittals shall be submitted in a sealed envelope or container and clearly marked with the RFP number and title on the outside of the parcel.

7.3 Proposals must be submitted **ONLY** to:

Patrick Powers, Emergency and Health Services Manager
City of Placentia, Administration
401 East Chapman Avenue
Placentia, CA 92870

7.4 Faxed and/or emailed proposals shall not be accepted.

7.5 The City of Placentia shall not be responsible for proposals delivered to a person or location other than that specified herein.

7.6 Late submittals shall not be accepted or considered.

7.7 All submittals shall be submitted in a sealed envelope or container, and clearly marked with the RFP number and title on the outside of the parcel.

7.8 All submittals, whether selected or rejected, shall become the property of City of Placentia and will not be returned.

7.9 The City reserves the right to waive minor defects and/or irregularities in proposals and shall be the sole judge of the materiality of any such defect or irregularity.

7.9.1 All proposals shall remain firm for **one hundred twenty (120) days** following the closing date for the receipt of proposals.

8.0 EVALUATION CRITERIA

The following evaluation criteria and rating schedule will be used to determine the most highly qualified firm(s). Each project will be evaluated separately.

Evaluation Criteria	Maximum Points Possible
1. Overall approach to project and any suggested opportunities the City has not yet considered.	10
2. Capabilities of Team – Firm's qualifications, knowledge and experience with hazard mitigation planning pursuant to the Disaster Mitigation Act (DMA) of 2000.	35
3. Project Understanding and Approach – Demonstrated knowledge of the work required experience in developing hazard mitigation plans for Cities of similar size and scope.	30
4. Resource allocation – Resources allocated to the project are adequate for the overall project scope of work.	25
TOTAL Possible Points	**100**

Reference checks will only be performed at the sole option of the selection committee for the top ranked teams. If reference checks are performed, the evaluation results of reference checks will be included in the evaluation process.

SELECTION PROCEDURE

Proposals will be reviewed for responsiveness, and responsive submittals will further be screened by a selection committee in accordance with the above criteria. The firm submitting the highest rated proposal may be invited for interviews should the review committee have additional questions not addressed in the top ranked proposal. Interviews, if held, will be scored and ranked separately from the written proposals. However, the City may use criteria similar to the above Evaluation Criteria to score and rank firms' responses to interview questions or instructions, in addition to other relevant information provided or requested.

The City reserves the right to make an award without further discussion of the submittal with the offeror. Therefore, the proposal should be submitted initially on the most favorable terms that the firm or individual might propose. The City reserves the right to award a contract to the firm that presents the best qualifications and whose proposal best accomplishes the desired results. The City reserves the right to reject any or all proposals, or to waive minor irregularities in said proposals, or to negotiate minor deviations with the successful firm. In the case of differences between written words

and figures in a proposal, the amount stated in written words shall govern. In the case of a difference in unit price versus the extended figure, the unit price shall govern. The City will notify all proposers whether or not they are selected for the subject work. Email is the City's preferred method of communication for all stages of the RFP process.

LEGAL REQUIREMENTS

The contract awarded shall be governed in all respect by the laws of the State of California, and any litigation with respect thereto shall be brought in the courts of the State of California. The firm awarded the contract shall comply with applicable Federal, state and local laws and regulations and comply with the following terms□

- The City has the right to reject any and all proposals.
- All documents submitted in response to the RFP are public documents subject to disclosure as permitted by the California Public Records Act.
- The City is not liable for any costs incurred in responding to the RFP.
- From the issue date of this RFP until a firm is selected and the selection is announced, firms are not allowed to communicate for any reason with any City staff except through the person named herein for questions. For violation of this provision, the City shall reserve the right to reject the proposal of the offending firm.
- The selected firm will be required to enter into a Professional Services Agreement with the City of Placentia which includes the City's Standard Terms and Conditions including insurance requirements (Exhibit A).
- Proposals submitted early may be withdrawn by the firm prior to the Proposal due date specified above. Following the Proposal due date, the Proposal constitutes a binding offer and may not be withdrawn by the firm prior to the award.
- The City of Placentia reserves the right to□(a) waive minor irregularities or variances, non-material bid informalities or defects in any proposal□(b) reject any and all proposals, in whole or in part, submitted in response to this solicitation□(c) request clarifications from all firms□(d) request resubmissions from all firms□(e) make partial, progressive or multiple awards□and (f) take any other action as permitted by law and /or the City's Procurement Ordinance.

EXHIBIT A – PROFESSIONAL SERVICES AGREEMENT (SAMPLE)

CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH
[redacted]

THIS AGREEMENT is made and entered into this __ day of _____, 20__ ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and _____, a [state] [type of corporation] ("Consultant").

W I T N E S S E T H:

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

B. WHEREAS, Consultant represents that it is "design professional" as that term is defined by California Civil Code Section 2782.8 and has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated, including credentials as a Certified Access Specialist under Subchapter 2.5 of Title 21 of the California Code of Regulations; 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; and

E. WHEREAS, among other reasons, the City is hiring Consultant to perform accessibility design services at a public park within the City to comply with all applicable accessibility requirements. Accordingly, Consultant desires to perform these services and to bear all risk the City may bear resulting from accessibility designs that are not complaint.

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, including but not limited to, preparing all design documents free from defects.

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, and with credentials as a Certified Access Specialist under Subchapter 2.5 of Title 21 of the California Code of Regulations. 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. Consultant also warrants that it has ownership of all intellectual property being provided under this Agreement.

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 _____ Dollars ($ _____.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 SER□ICES", 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 □□□□□□ months, ending on □□□□□□□□□□, 20□□, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

a. Be adjudged a bankrupt□

b. Become insolvent or have a receiver of its assets or property appointed because of insolvency□

c. Make a general assignment for the benefit of creditors□

d. Default in the performance of any obligation or payment of any indebtedness under this Agreement□

e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer□or

f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination within thirty-five (35) days after service of the notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant. City shall not be liable for any claim of lost profits.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, finished or unfinished design,

development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0 INSURANCE

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

(a) Broad-form commercial general liability, in a form at least as broad as ISO from #CG 00 01 04 13, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit. If Consultant maintains higher limits that the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Consultant.

(b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, each incident for bodily injury and property damage.

(c) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of $1,000,000 per accident for any employee or employees of Consultant. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

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

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

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

(d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made"

policy, the retro date shall be prior to the start of the contract work. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

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

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

(a) Additional insureds "The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City products and completed operations of the Consultant premises owned, occupied or used by the Consultant automobiles owned, leased, hired, or borrowed by the Consultant."

(b) Notice "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated (2) the limits of any of the required polices are reduced (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant's sole cost and expense."

(c) Other insurance "The Consultant's insurance coverage shall be primary insurance as respects the City of Placentia, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Placentia shall be excess and not contributing with the insurance provided by this policy."

(d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Placentia, its officers, officials, agents, employees, and volunteers.

(e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

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

6□0□ GENERAL PROVISIONS

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

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

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

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

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

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

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

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

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

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence, recklessness, or willful misconduct by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or–whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

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

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

Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

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

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

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

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

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

6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under

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

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

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

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

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

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

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

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

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

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

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

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

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

CIT□ OF PLACENTIA,
A municipal corporation

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City Administrator

ATTEST□

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

CONSULTANT

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Signature

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Name and Title

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Christian L. Bettenhausen, City Attorney

APPRO□ED AS TO INSURANCE□

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E□HIBIT A

CONSULTANT'S PROPOSAL AND SCOPE OF WORK

E□HIBIT B

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

CIT OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH
Foster Morrison Consulting

THIS AGREEMENT is made and entered into this __ day of _____, 20__ ("Effective Date"), by and between the CIT OF PLACENTIA, a municipal corporation ("City"), and FOSTER MORRISION CONSULTING, LTD, a Colorado limited liability company ("Consultant").

W I T N E S S E T H:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to develop a comprehensive local hazard mitigation plan, as more fully described herein and

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

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

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

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

10 SERVICES PROVIDED B 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, including but not limited to, preparing all planning documents free from defects.

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. Consultant also warrants that it has ownership of all intellectual property being provided under this Agreement.

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-one thousand and six hundred forty-five Dollars ($ 71,645.00).

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 SER□ICES", 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 eighteen months, ending on □une 30, 2024, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

a. Be adjudged a bankrupt□

b. Become insolvent or have a receiver of its assets or property appointed because of insolvency□

c. Make a general assignment for the benefit of creditors□

d. Default in the performance of any obligation or payment of any indebtedness under this Agreement□

e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer□or

f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination within thirty-five (35) days after service of the notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant. City shall not be liable for any claim of lost profits.

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

5□0□ INSURANCE

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

(a) Broad-form commercial general liability, in a form at least as broad as ISO from #CG 00 01 04 13, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit. If Consultant maintains higher limits that the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Consultant.

(b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, each incident for bodily injury and property damage.

(c) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of $1,000,000 per accident for any employee or employees of Consultant. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

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

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

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

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

Neither the CIT□ nor any of its elected or appointed officials, officers, agents, employees, or volunteers makes any representation that the types of insurance and the limits specified to be carried by Consultant under this Agreement are adequate to protect Consultant. If Consultant believes that any

such insurance coverage is insufficient, Consultant shall provide, at its own expense, such additional insurance as Consultant deems adequate.

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

(a) Additional insureds "The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City products and completed operations of the Consultant premises owned, occupied or used by the Consultant automobiles owned, leased, hired, or borrowed by the Consultant."

(b) Notice "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated (2) the limits of any of the required polices are reduced (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant's sole cost and expense."

(c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Placentia, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Placentia shall be excess and not contributing with the insurance provided by this policy."

(d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Placentia, its officers, officials, agents, employees, and volunteers.

(e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

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

6 0 GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties

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

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

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

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

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

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

IF TO CONSULTANT	IF TO CIT
Foster Morrison Consulting	City of Placentia
6095 ang Way	401 E. Chapman
Arvada, CO 80004	Placentia, CA 92870
Tel (303) 717-7171	Tel (714) 993-8171
Fax (720) 893-0863	Fax (714) 961-0283
Attn eanine Foster, D	Attn Patrick Powers

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

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

6.7. Assignment. Consultant shall not voluntarily or by operation of law assign, transfer, sublet

or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence, recklessness, or willful misconduct by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or–whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

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

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

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to

enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

doing so the parties hereto are formally bound to the provisions of this Agreement.

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

CIT□ OF PLACENTIA,
A municipal corporation

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City Administrator

ATTEST□

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

CONSULTANT

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Signature

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Name and Title

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Social Security or Taxpayer ID Number

APPRO□ED AS TO FORM□

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Christian L. Bettenhausen, City Attorney

APPRO□ED AS TO INSURANCE□

□□□ Date□ □□□□□□□□□□□□□□□□□□□□□□□□□□□□
Rosanna Ramirez, Risk Management

APPRO□ED AS TO CONTENT□

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E□HIBIT A

CONSULTANT'S PROPOSAL AND SCOPE OF WORK

E□HIBIT B

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

Proposal for City of Placentia Local Hazard Mitigation Plan

Technical Proposal – July 28, 2022









Prepared for:
City of Placentia
401 East Chapman Avenue
Placentia, CA 92870

Prepared by:
Foster Morrison Consulting
10298 Boulder Ridge Dr
Peyton, CO 80831

In Coordination With:
Howell Consulting
14968 Retreats Trail Ct.
Rancho Murieta, CA 95693

1. Cover Letter

July 28, 2022

Patrick Powers, Emergency and Health Services Manager
City of Placentia
401 East Chapman Avenue
Placentia, California 92870

Re: **Proposal for City of Placentia Local Hazard Mitigation Plan Project**

Dear Mr. Powers:

Foster Morrison Consulting, Ltd. (Foster Morrison), in conjunction with Howell Consulting, is pleased to submit this statement of qualifications, scope of work, schedule, and cost proposal for the City of Placentia (City) Local Hazard Mitigation Plan (LHMP) Project. The Foster Morrison Team brings a unique understanding of the mitigation planning needs of the City of Placentia. Foster Morrison staff have been developing LHMPs and LHMP Updates for California communities over the last 19 years including the City of Garden Grove, City of Piedmont, City of Azusa, the Los Angeles Unified School District, Sacramento County, Placer County, Butte County, Amador County, Plumas County, Yuba County, Modoc County, and Nevada County. In fact, Foster Morrison staff have completed two planning cycles for numerous California communities, three planning cycles for two California counties (Sutter and Amador), and four planning cycles for two California counties (Placer and Sacramento) – all of these completed plans are Federal Emergency Management Agency (FEMA) approved. In 2019 alone, Foster Morrison had six California LHMPs approved by California Office of Emergency Services (Cal OES) and FEMA, including an expedited Butte County LHMP Update completed in the midst of the Camp Fire recovery efforts, which was approved by Cal OES and FEMA over a 2-day period from submittal to Approvable Pending Adoption (APA). In 2020, Foster Morrison had three more California FEMA approved LHMPs, and in 2021, had four LHMP Updates approved by FEMA – with all four being large, multi-jurisdictional LHMPs. Our proposed Project Manager, Lead Planner, and GIS Specialist proposed for this project have worked together as a team doing mitigation plans for all of the aforementioned communities. Foster Morrison also has experience meeting accelerated planning schedules, requiring close coordination with Cal OES and FEMA staff to obtain an expedited review and approval of these LHMPs. Most all of Foster Morrison LHMPs and LHMP Updates go through the Cal OES and FEMA review process from submittal to APA in less than 3 months, with many of these approvals taking much less time.

Our staff's expertise and working relationships with Cal OES and FEMA Region IX also assist our clients with navigating all aspects of FEMA programs from disaster preparedness to mitigation and grant applications and BCAs to post-disaster response and recovery. This long-term relationship combined with our proven expertise preparing high quality plans also ensures the speedy review and approval of all our LHMPs. As well, Foster Morrison plans meet the requirements of SB 379 for the integration of climate change issues and adaptation strategies into LHMPs, presently a priority issue for mitigation planning.

Our Firm's address and phone number and proposed project manager and primary contact for the project is:

Jeanine Foster, JD
Principal/Sr. Project Manager
Foster Morrison Consulting, Ltd.
Jeanine.foster@fostermorrison.com
Phone: (303) 717-7171
Fax: (720) 893-0863

10298 Boulder Ridge Drive
Peyton, Colorado 80831

Jeanine Foster, as Principal of the firm and signatory to this submittal, has authority to bind the firm in an agreement with the City of Placentia should we be awarded this contract. We have reviewed the project requirements, contract terms, and other terms and conditions specified in this RFP and agree to adhere to all requirements and terms in full. No Addenda to this RFP were issued as of July 25, 2022. This proposal remains valid for one hundred (120) days.

We are committed to providing the City of Placentia with a 2023 LHMP that is approved by Cal OES and FEMA and contains a comprehensive mitigation strategy focused on risk reduction measures designed to reduce hazard losses and make the City more disaster resistant.

If you have any questions, please feel free to contact me at your convenience. We look forward to working with the City on this project.

Sincerely,



Jeanine Foster, JD
Principal/Senior Project Manager
Foster Morrison Consulting, Ltd.

Table of Contents

1. Cover Letter i
2. Executive Summary 1

Foster Morrison Consulting, Ltd. 1

Sub-consultant: Howell Consulting, Inc. 4

3. Project Team Organization 5
4. Relevant Project Experience and References 8

Similar and Recent LHMP Project Experience 8

Why Select the Foster Morrison Team 13

5. Project Understanding and Approach 14

Project Understanding 14

Project Approach 16

Project Management and Administration 17

6. LHMP Scope of Work 18
7. LHMP Project Schedule 25
8. Required Proposal Statements 27

2. Executive Summary

This section provides an overview of the experience and qualifications of the proposed Foster Morrison Team comprised of Foster Morrison Consulting Ltd, (Prime Consultant) and Howell Consulting (Sub Consultant). Foster Morrison and Howell Consulting have teamed to provide the City of Placentia (City) with the expertise, experience, and customer service necessary to successfully execute the proposed scope of work for a Local Hazard Mitigation Plan (LHMP).

Foster Morrison Consulting, Ltd.

Foster Morrison Consulting, Ltd. (Foster Morrison) is an emergency management consulting firm with staff expertise and experience encompassing all aspects of FEMA programs - from disaster preparedness to mitigation and grant applications to post-disaster response and recovery. Specializing in Hazard Mitigation Planning, Foster Morrison develops Hazard Mitigation Plans and Plan Updates that meet the requirements of the Disaster Mitigation Act (DMA) of 2000 as well as the planning requirements of the Flood Mitigation Assistance (FMA) program and the National Flood Insurance Program's (NFIP) Community Rating System (CRS). Our focus is developing FEMA-approved, customized mitigation plans for communities that enable participating jurisdictions to be eligible for FEMA mitigation funds, and include comprehensive mitigation strategies designed to reduce hazard-related losses, enhance community capabilities, and make a community better able to respond and recover when disasters occur.



Foster Morrison is registered and licensed to do business in the State of California and is also registered and in good standing with the Federal Procurement System for Award Management (SAM). While formed in 2014, Foster Morrison staff have over 19 years developing hazard mitigation plans for California communities. Foster Morrison is one of the premier hazard mitigation planning consultants in California.

Hazard Mitigation Qualifications

Hazard mitigation and mitigation planning is a primary focus area of Foster Morrison. Foster Morrison staff experience and expertise in hazard mitigation planning dates back to 2003 shortly after the Disaster DMA of 2000 (Public Law 106-390) amended the Robert T. Stafford Disaster Relief and Emergency Assistance Act by repealing the previous mitigation planning provisions and replacing them with a new set of requirements that emphasize the need for state, local, and tribal entities to closely coordinate mitigation planning and implementation efforts. DMA 2000 established a requirement for local governments to have a FEMA-approved, DMA-compliant LHMP in place by November 2004 in order to maintain eligibility for certain pre- and post- disaster grant funding.

Foster Morrison's hazard mitigation planning experience includes developing Local Hazard Mitigation Plans (LHMPs) to address multiple related program requirements including DMA, the NFIP's CRS program, the Flood Mitigation Assistance (FMA) program, and California initiatives such as Assembly Bill (AB) 2140, Incorporation of LHMP into Safety Elements of General Plans and Senate Bill (SB) 379, Climate Change Integration. Addressing multiple program requirements provides our clients with a variety of grant program options for funding and implementation of their mitigation projects and helps establish compliance with these other program mandates.

In addition to developing mitigation plans for numerous local jurisdictions, including those in California, Foster Morrison staff have significant experience working with clients in all aspects of mitigation. This includes: identifying and developing mitigation projects based on community risks and vulnerability; developing grant applications and securing funding for identified projects; conducting Benefit-Cost Analyses (BCAs) and BCA workshops to support competitive grant applications; supporting Environmental and Historic Preservation (EHP) project clearances; and providing project management and grant administration services for project implementation.

Hazard Mitigation Planning

Foster Morrison's experience and qualifications for providing the City of Placentia with a FEMA-approved, DMA-compliant 2023 LHMP is unequalled. Foster Morrison's proposed Project Manager and lead planner for this hazard mitigation planning project have been working with California communities developing their hazard mitigation plans and plan updates since 2003. These DMA planning efforts have included one and two DMA planning cycles for numerous California communities, three DMA planning cycles for two northern California counties (Sutter and Amador), and four planning cycles for two northern California counties (Placer and Sacramento) – all providing FEMA-approved plans and coverage for 100's of participating jurisdictions. Whether a single or multi-jurisdictional effort or a rural or urban environment, each of these plans were highly customized to meet the individual needs of each participating jurisdiction while ensuring Cal OES and FEMA approval

Table 1 illustrates Foster Morrison Staff qualifications and experience developing LHMPs. All of these planning efforts require our planning team to analyze and present information in an organized format, that is thoroughly documented; easy to read and review; and meets the prescribed requirements of DMA 2000 for LHMPs and LHMP Updates. Also as required by FEMA for LHMP development, all of our planning processes included a multi-faceted stakeholder and public input process designed to meet DMA requirements and facilitate plan review and input into the plan development process and prior to submittal of the LHMP Update to Cal OES and FEMA.

*Table 1 Foster Morrison Staff Mitigation Planning Experience**

FEMA Region IX	FEMA Region IV, V, VI, and VII	FEMA Region VIII
Amador County, CA	City of Bay St. Louis, MS	Big Horn County, MT
Butte County, CA	City of Long Beach, MS	Boulder County, CO
Calaveras County Water District, CA	City of Moss Point, MS	Carbon County, MT
Calaveras County, CA	City of Pascagoula, MS	City of Boulder, CO
City of Azusa, CA	City of Waveland, MS	Jefferson County, CO
City of Clearlake, CA	Pearl River County, MS	Liberty County, MT
City of Fullerton, CA	Dane County, WI	NE Colorado Regional Hazard Mitigation Plan
City of Garden Grove, CA	State of Arkansas	SE Colorado Regional Hazard Mitigation Plan
City of Lakeport, CA	Bossier City, LA	State of Colorado
City of Piedmont, CA	Chavez County/Roswell, NM	State of South Dakota
City of San Rafael, CA	Los Alamos County, NM	Teton County, MT
City of Vacaville, CA	State of Missouri	Toole County, MT
Colusa County, CA		University of Colorado at Boulder, CO
East Bay Regional Parks, CA		Ute Mountain Ute Tribe, CO
Fresno County, CA		
Hidden Valley Lake Community Services District, CA		
Kern County, CA		
Lake County, CA		
Los Angeles Unified School District		
Madera County		
Modoc County, CA		
Nevada County, CA		
Placer County, CA		

FEMA Region IX	FEMA Region IV, V, VI, and VII	FEMA Region VIII
Plumas County, CA		
Sacramento County, CA		
Sutter County, CA		
Washoe County, NV		
Yuba County, CA		

* All completed projects are FEMA-approved

Floodplain Management/NFIP's Community Rating System (CRS)

Historically, people have been attracted to developing in and around waterways for a variety of reasons. Sound floodplain management practices implemented at the local level are a key factor in reducing flood-related losses in a community in these flood-prone areas. The NFIP is a federal program created to mitigate future flood losses through community-enforced building and zoning ordinances and to provide protection for property owners against potential losses through flood insurance. The NFIP's CRS is a voluntary program that recognizes community floodplain management activities that exceed the minimum NFIP requirements. The incentive behind the CRS program is to provide discounted flood insurance premiums to community residents as a result of implementing a floodplain management program that encourages a comprehensive approach to reduce flood losses. Foster Morrison staff provide floodplain management and CRS expertise to clients to assist in enhancing their floodplain management programs, including developing hazard mitigation plans that maximize CRS credits. The end result is helping clients achieve a lower CRS class which ultimately reduces the cost of flood insurance to community residents, both within and outside of designated Special Flood Hazard Areas (SFHAs). This has included helping flood-prone communities in California, Colorado, and Mississippi maximize their CRS credits under CRS Activity 512(a) in accordance with the 2013 and 2017 CRS Coordinator's Manual. In fact, several recent plans developed by Foster Morrison staff have developed DMA/CRS compliant plans to the current CRS schedule, scoring among the highest CRS credits in the nation for this activity.



Risk Assessment Experience

Foster Morrison staff have conducted numerous risk assessments as part of state, local, and tribal hazard mitigation planning. The risk assessment is the fundamental basis of mitigation and mitigation planning. It is the process that documents the problems that are unique to each community or participating jurisdiction. There are three interrelated portions to the approach Foster Morrison takes when developing a risk assessment: (1) hazard identification, (2) vulnerability assessment, and (3) capability assessment.

Together, the hazard identification and vulnerability assessment paint the picture of the hazards that could occur in a jurisdiction, and then assesses each hazard's historic impacts and potential future impacts on populations, property, and critical facilities and infrastructure. The capability assessment then measures this vulnerability against programs, policies, procedures, and plans that are already in place in the jurisdiction that can reduce the effects of these hazards. The end result of this analysis is the identification of additional mitigation strategies that build upon the community's existing capabilities.

Foster Morrison staff experience with state, local, and tribal risk assessments includes:

- Creating and analyzing GIS-based risk assessments for dam failure, flood, earthquake, landslide, wildfire, and other natural and man-made hazards
- Developing vulnerability analysis methods using GIS and parcel/assessor data: centroid method, proportionate division, Access queries, raster analysis, and annualized loss calculations to support detailed damage/loss estimates by jurisdiction

- Experience with Level 1 and 2 Hazus (FEMA's loss estimation software) analysis, FEMA's GIS-based loss-estimation tool, for earthquake and flood hazards, including DFIRM integration for Hazus flood analysis
- Creating accurate flood loss estimations by applying FEMA's NFIP depth-damage relationship curves, as used in FEMA's benefit cost software modules
- Conducting detailed inventories of community assets, including an inventory of natural, historic, and cultural resources and key critical and public facilities and infrastructure
- Developing high quality maps and tables for displaying hazards, vulnerabilities, and loss estimates by jurisdiction
- Conducting exhaustive research in each jurisdiction to inventory and document all existing capabilities to mitigate and reduce the impacts of identified hazards.

Other FEMA Programs

Hazard mitigation planning is the foundation for identifying and developing sound hazard mitigation actions and projects for implementation by communities. Hazard mitigation projects are essential for ensuring that at-risk community assets are stronger and more resilient for the next severe storm event or natural disaster. FEMA provides mitigation funding support primarily through four pre- and post-disaster programs: Building Resistant Infrastructure and Communities (BRIC) program, the Hazard Mitigation Grant Program (HMGP), the Flood Mitigation Assistance (FMA) program, and Public Assistance (PA) Section 406 Mitigation. Foster Morrison can provide the full-range of mitigation services, in addition to planning, from grant applications and BCAs, to project implementation and grants management for communities following a disaster as part of Section 406 Mitigation and as part of FEMA's BRIC, HMGP, and FMA Programs.

Sub-consultant: Howell Consulting, Inc.

Foster Morrison is teaming with Howell Consulting as a sub-consultant to this effort. Howell Consulting will be taking the lead on the QA/QC efforts associated with LHMP development. Howell Consulting will also support other tasks, as needed to include assistance with planning process and meeting facilitation, risk assessment development, and the mitigation strategy update. A brief overview and qualifications of Howell Consulting are provided below.

Howell Consulting: Company Overview and Qualifications

Howell Consulting, Inc. is an S-Corporation, founded in 2007 and based in Rancho Murieta, California. Brenna Howell is the owner and primary employee of the firm and is supported by several contract staff. Howell Consulting offers a full range of planning, mitigation, preparedness, response, and recovery consulting services to better prepare organizations before and after disaster strikes. Howell Consulting offers both pre- and post-disaster services including the review and updating of emergency response plans, business continuity and hazard mitigation plans, risk analysis, hazards and vulnerabilities identification, and emergency communications plans. Howell Consulting also provides on-site staffing and assistance during disasters or emergency situations. Finally, Howell Consulting is able to assess needs and prescribe appropriate emergency management trends such as the latest planning grant requirements and planning guidance.

Howell Consulting has over 20 years of experience providing emergency management services to numerous California counties and cities. Howell Consulting has also been working with Foster Morrison in the development of several California LHMPs and LHMP Updates over the last six years including the East Bay Regional Park District, City of Clearlake, City of Lakeport, City of Garden Grove, City of Piedmont, Yuba County, Placer County, and Sacramento County, Nevada County, Lake County, Colusa County, Plumas County, and the Los Angeles Unified School District. Other solo LHMPs and LHMP Updates developed by Howell Consulting include Merced County, Kings County, Yolo County, and Yuba County.

As described, Foster Morrison is teaming with Howell Consulting as a subcontractor for this LHMP Update. Foster Morrison will be providing the project management for the overall project and will be responsible for the overall development and submittal of the 2023 LHMP, a plan designed to meet all DMA requirements for plan approval by Cal

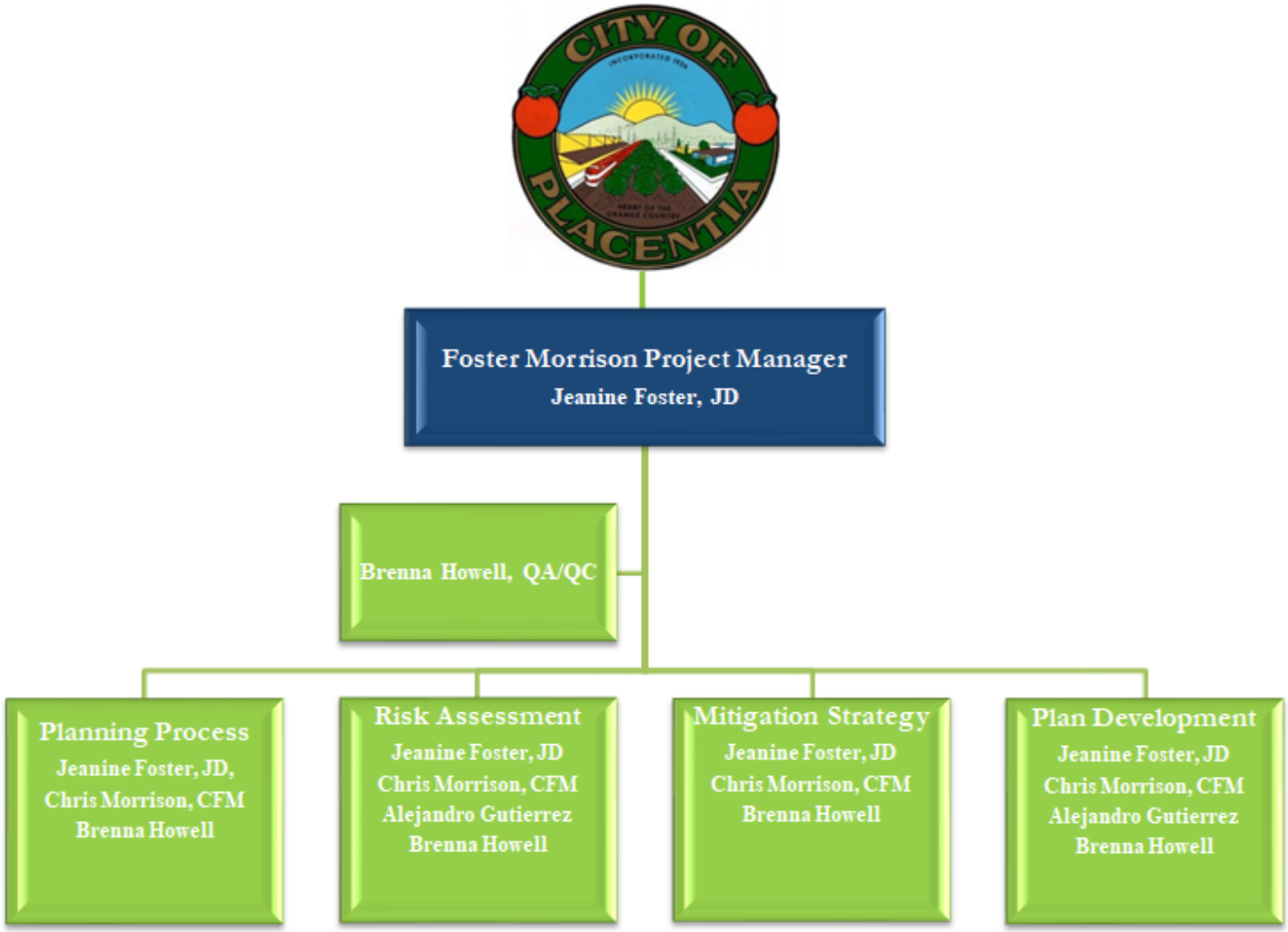
OES and FEMA. Howell Consulting will be responsible for QA/QC and will support other plan development elements as required and detailed further in the following section.

3. Project Team Organization

The Foster Morrison Team's hazard mitigation planning staff are uniquely experienced, knowledgeable, and qualified to successfully execute the LHMP Update for the City of Placentia –our proposed staff have been providing similar mitigation planning and outreach services for other California communities since 2003. Our proposed Foster Morrison project manager and the lead planner have been working together on California plans for the last thirteen years. All of our staff have been involved in the development of numerous local hazard mitigation plans and plan updates that meet DMA, FMA, and CRS planning requirements and guidance and are uniquely knowledgeable of the hazards in California and associated mitigation strategies designed to reduce hazard-related losses. As well, the Foster Morrison Team staff have strong working relationships with Cal OES and FEMA Region IX.

The proposed project organizational chart is provided below in Figure 1 and a further discussion of project roles and a brief biographical summary of staff follows. All staff are available and committed to the City of Placentia for the duration of the project.

Figure 1 Foster Morrison Team for the City of Placentia LHMP



Jeanine Foster, JD - Principal/Project Manager/Senior Mitigation Planner

Project Role

Jeanine will be the project manager and senior mitigation planner for the overall project and take the lead role on the LHMP to include: project management, DMA planning process (DMA and CRS) and meeting facilitation, coordination of risk assessment and mitigation strategy tasks, and drafting the plan document. She will be the primary point of contact with the City and LHMP participants throughout the project and will facilitate all planning and public meetings identified in the scope of work. As the Foster Morrison Principal and key technical lead for Foster Morrison's Hazard Mitigation Planning program, Jeanine is committed to providing her clients with hands-on communications and project support necessary to ensure a high quality end product to meet client and community objectives.

Summary of Resume Qualifications

Jeanine Foster is a co-owner of Foster Morrison Consulting since its start up in 2014, and plays a key role as principal, project manager, and senior mitigation specialist. Prior to co-founding Foster Morrison, she worked with another firm doing hazard mitigation planning in California starting in 2003 – one of the first hazard mitigation planning consultants since the passage of the Disaster Mitigation Act of 2000. She has diverse experience providing project management, mitigation planning, and disaster recovery services in response to damages caused by a variety of natural hazard events, including flood and wildfire, to affected communities, with a focus on cities and counties located in California, Colorado, and Mississippi. Jeanine's responsibilities include project management; hazard mitigation planning; disaster recovery; grant application development, including benefit-cost analysis (BCAs); environmental and historic preservation compliance, grant administration, agency coordination; National Flood Insurance Program (NFIP) Community Rating System (CRS) compliance; Floodplain Management Services; regulatory compliance; and marketing. With over 50 LHMPs, she has served as project manager and lead planner for all of our California LHMP projects as detailed throughout this submittal. Jeanine has a JD from the University of Denver and a BA from the University of Colorado, Boulder.

Chris Morrison, MPA, CFM – Lead Planner and Technical Editor

Project Role

Chris, as the lead mitigation planner on this project, will take the lead in the data collection, the risk assessment research, and Plan development and will work closely with the project team to integrate data collected throughout the process into the Plan document. He will assist in meeting DMA program requirements. He will also be responsible for providing technical editing support and overall document production.

Summary of Resume Qualifications

Chris is a co-owner of Foster Morrison Consulting, since its inception in 2014, and is the Lead Mitigation Planner/Technical Editor for Foster Morrison. During the past 13 years, he has provided planning, research, writing, technical editing, and document production expertise to over 60 different DMA plans for jurisdictions in Arkansas, California, Colorado, Louisiana, Mississippi, Missouri, Montana, Nevada, New Mexico, South Dakota, Virginia, Wisconsin, and Wyoming. Recently he has been a key mitigation planner on California Hazard Mitigation Plans for Placer County, Sacramento County, Yuba County, Sutter County, Modoc County, Colusa County, Lake County, Madera County, Nevada County, Amador County, Butte County, and Calaveras County; the cities of Piedmont, Clearlake, Lakeport, Azusa, Fullerton, San Rafael, and Vacaville; and the Los Angeles Unified School District, East Bay Regional Park District, and the Calaveras County Water District. Chris is a certified floodplain manager and holds a Master's in Public Administration from Minnesota State University – Moorhead. Chris is also a certified floodplain manager.

Alejandro Gutierrez – GIS Analyst

Project Role

Alejandro will assist in the risk and vulnerability assessment and take the lead in the GIS and Hazus analysis. He will identify and collect all GIS and risk assessment data and will create the LHMP maps, analysis tables, and associated methodologies using GIS, Hazus, and other tools.

Summary of Resume Qualifications

Alejandro, working with Foster Morrison since early 2015 and previously with the Foster Morrison staff with another company, has 21 years of GIS data development, analysis, conversion, and manipulation within various GIS industries (floodplain mapping, E-911 data development, remote sensing, hydrogeology, and mining). For 6 years, Alejandro worked in a key capacity with FEMA on their Map Modernization (DFIRM) Program. As a GIS Project Manager, Production Manager, and GIS Analyst for the development of 27 county-wide vector- and ortho-based DFIRMs in FEMA Regions III, V, VII, and VIII, he developed a strong team/work environment, trained staff in production techniques, tracked budgets and schedules, and has traveled to study areas to coordinate public outreach meetings. Alejandro has also provided mitigation planning and GIS support for multiple California DMA plans and plan updates: East Bay Regional Park District, Placer, Sacramento, Yuba, Sutter Colusa, Calaveras, Fresno, Lake, Colusa, Modoc, Madera, and Nevada counties, as well as for the cities of Piedmont, Clear Lake, Lakeport, San Rafael, Garden Grove, and Azusa, as well as the Los Angeles Unified School District and the Hidden Valley Lake Community Services District. For the DMA plans, he generated thematic and illustrative facilities and hazards maps, both at the countywide and city scales, to represent hazard data and to quantify risks to the county using parcel and assessor's value data. He also generated the standardized map template to present the wildfire risk analysis, also at the parcel level, using GIS data from the California Department of Forestry and Fire Protection. He has used the ESRI tools and Microsoft Access to perform flood analysis using FIRM data on parcels (land use type and valuation data) by city and performed the wildfire analysis using the same methodology. Alejandro has a bachelor's degree in Environmental Resources from the University of Texas, Austin.

Brenna Howell – Planning Process and Mitigation Strategy Support, QA/QC

Project Role

Brenna will provide quality assurance and quality control (QA/AC) during all phases of the project and will ensure that the plan meets all Cal OES and FEMA mitigation plan review tool requirements before it is submitted for agency review. During LHMP development, Brenna will provide support to the planning process, risk assessment, and mitigation strategy tasks. This may include assisting with meeting facilitation support for planning committee and public meetings. She will also provide support to the development of the updated risk assessment and mitigation strategy.

Summary of Resume Qualifications

Brenna Howell, of Howell Consulting since its inception in 2007, has more than 15 years of consulting experience with the last 10 years focused on development of local Emergency Operations Plans, Local Hazard Mitigation Plans, and hazard-specific functional annexes (including Floods) specifically for California local government jurisdictions. She has performed such work for Colusa, Kings, Merced, Nevada, Sacramento, Sutter, Yolo, and Yuba counties and has been working with Foster Morrison the last 6 years in developing over 13 LHMPs and LHMP Updates. Brenna has also worked in various capacities for multiple cities such as Winters, Woodland, West Sacramento, Davis, Sacramento, Chico, Piedmont, Los Banos, Avenal, and Hanford. Brenna has served as the Emergency Services Coordinator for the cities of Stockton and West Sacramento, as well as the County of Yolo providing full emergency management program management responsibilities. Brenna holds a Bachelor's in Emergency Management and Public Safety.

Foster Morrison Team Strengths

- Demonstrated DMA/FMA/CRS planning experience in 15 states and in 7 FEMA Regions, including California and FEMA Region IX

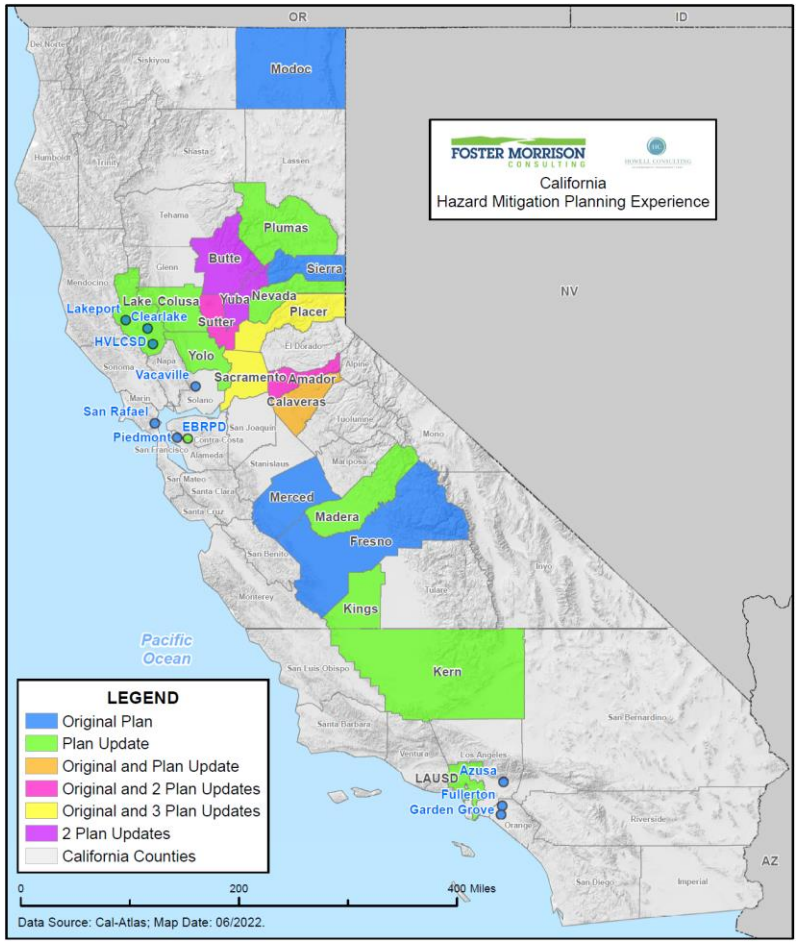
- Detailed knowledge of FEMA (DMA, FMA, CRS) and state planning requirements and guidance
- Strong working relationship with Cal OES and FEMA Region IX and proven ability to expedite LHMPs and LHMP Updates through the Cal OES and FEMA review process with no or limited requests for changes
- Knowledge of California hazards and risks, past disaster history, local governments (counties, cities, and special districts), and data sources
- Extensive experience developing and portraying risk assessment studies supported by Hazus and GIS
- Strong technical expertise with an emphasis on hazards, issues, and mitigation strategies such as those associated with wildfire, drought, floods, watershed/stormwater planning, severe weather events, and climate change issues
- Emphasis on a strong planning process that includes high levels of public, community, and stakeholder involvement and outreach and strong meeting facilitation
- Experience with grant application development, project management, grant management, BCA development, and EHP clearances for FEMA funded projects
- Expertise in the broader emergency management program and how mitigation is best integrated and leveraged
- Experience leveraging hazard mitigation funding for our clients

4. Relevant Project Experience and References

This section provides an overview of the California hazard mitigation planning experience and references of the Foster Morrison Team.

Similar and Recent LHMP Project Experience

Detailed below is a summary of Foster Morrison staff LHMP and LHMP Update projects in California within the last seven years. The figure to the right provides a map of the Foster Morrison Team's recent California Hazard Mitigation Planning experience.



All of the California projects detailed in Table 2 were completed in accordance with DMA, FMA and CRS planning process requirements and guidance which incorporates a 10-step process into four phases: 1) LHMP Planning/Development Process, 2) Risk Assessment, 3) Mitigation Strategy, and 4) Plan Implementation and Maintenance. Execution of the 10-step process for each of these mitigation planning projects resulted in FEMA-approved plans customized to meet the needs of each community.

The plan development process and resulting plans include: data-driven risk assessments; previous mitigation projects and successes; comprehensive mitigation strategies; development and coordination of public outreach and stakeholder engagement programs; facilitation of planning team and public meetings; and a thorough, systematic, and fully documented planning process. All of the completed plans were reviewed and approved by the state and FEMA with no or minimal request for revisions. Table 2 details Foster Morrison's completed and in-process California LHMP and LHMP Updates within the last seven years.

Note: as detailed above, all of these FEMA-approved LHMP projects completed by Foster Morrison in California in the last seven years followed a similar process as that requested by the City of Placentia in their Request for Proposal (RFP). As well, the following projects were managed and performed by the same key staff identified in primary roles for the development of this City of Placentia 2023 LHMP Update. All projects were completed on time and within budget.

Table 2 Foster Morrison Staff Hazard Mitigation California Planning Experience since 2014

Project Name	**East Bay Regional Park District Local Hazard Mitigation Plan Update – In process**
Organization	East Bay Regional Parks District
Type of Plan	Single jurisdiction plan
Project Name	**Sacramento County, CA Local Hazard Mitigation Plan – Original Plan and 3 Plan Updates - FEMA Approved (2006, 2011, 2016, 2021)**
Organization	Sacramento County Department of Water Resources, City of Sacramento Public Works
Type of Plan	Multi-jurisdictional DMA/CRS-focused Plan; County, 7 incorporated communities, and 23 special districts
Project Name	**Yuba County, CA Local Hazard Mitigation Plan –Plan Update - FEMA Approved (2021)**
Organization	Yuba County Office of Emergency Services
Type of Plan	Multi-jurisdictional DMA/CRS-focused Plan; County, 2 incorporated communities, and 9 special districts
Project Name	**Placer County, CA Local Hazard Mitigation Plan – Original Plan and 2 Plan Updates - FEMA Approved (2005, 2010, 2016, 2021)**
Organization	Placer County Office of Emergency Services
Type of Plan	Multi-jurisdictional DMA/CRS-focused Plan; County, 5 incorporated communities, 20 special districts
Project Name	**Sutter County, CA Local Hazard Mitigation Plan – Original Plan and Plan Update - FEMA Approved (2007, 2014, 2021)**
Organization	Sutter County Office of Emergency Management
Type of Plan	Multi-jurisdictional DMA/CRS-focused Plan; County, 2 incorporated communities, and 6 special districts
Project Name	**Plumas County Local Hazard Mitigation Plan Update – FEMA Approved (2020)**
Organization	Plumas County Planning & Building Services
Type of Plan	Single jurisdictional DMA Plan
Project Name	**Amador County Local Hazard Mitigation Plan Update – Original Plan and 2 Plan Updates FEMA Approved (2006, 2014, 2020)**
Organization	Amador County Sherriff's Office
Type of Plan	Multi-jurisdictional DMA Plan; County, 5 incorporated communities, and 3 districts
Project Name	**Hidden Valley Lake Community Services District Local Hazard Mitigation Plan – FEMA Approved (2020)**
Organization	Hidden Valley Lake Community Services District
Type of Plan	Single-jurisdiction DMA Plan

Project Name	**Butte County, CA Local Hazard Mitigation Plan – 2 Plan Updates - FEMA Approved (2014, 2019)**
Organization	Butte County Office of Emergency Management
Type of Plan	Multi-jurisdictional DMA Plan; County, 5 incorporated communities, and 10 special districts
Project Name	**City of Garden Grove Local Hazard Mitigation Plan – FEMA Approved (2020)**
Organization	City of Garden Grove Water Services Division
Type of Plan	Single-jurisdictional DMA Plan
Project Name	**City of Clearlake Local Hazard Mitigation Plan – FEMA Approved (2019)**
Organization	City of Clearlake Engineering Department
Type of Plan	Single-jurisdictional DMA Plan
Project Name	**City of Lakeport Local Hazard Mitigation Plan – FEMA Approved (2019)**
Organization	City of Lakeport Department of Public Works
Type of Plan	Single-jurisdictional DMA Plan
Project Name	**City of Piedmont Local Hazard Mitigation Plan Update – FEMA Approved (2019)**
Organization	City of Piedmont Planning Department
Type of Plan	Single-jurisdictional DMA Plan
Project Name	**Colusa County, CA Local Hazard Mitigation Plan Update – FEMA Approved (2019)**
Organization	Colusa County Sheriff's Office, Office of Emergency Services
Type of Plan	Multi-jurisdictional DMA Plan; County, 2 incorporated communities, and 2 districts
Project Name	**Los Angeles Unified School District, CA Local Hazard Mitigation Plan Update – FEMA Approved (2018)**
Organization	Los Angeles Unified School District, Office of Environmental Health and Safety
Type of Plan	Single-jurisdictional DMA Plan
Project Name	**Lake County, CA Local Hazard Mitigation Plan Update– FEMA Approved (2018)**
Organization	Lake County Office of Emergency Services
Type of Plan	Single-jurisdictional DMA, CRS-focused Plan
Project Name	**City of Azusa, CA Local Hazard Mitigation Plan – FEMA Approved (2019)**
Organization	City of Azusa Planning Division
Type of Plan	Single-jurisdictional DMA Plan
Project Name	**Madera County, CA Local Hazard Mitigation Plan Update– FEMA Approved (2018)**
Organization	Madera County Office of Sheriff
Type of Plan	Multi-jurisdictional DMA Plan; County, 2 incorporated communities and 1 Tribe
Project Name	**Nevada County, CA Local Hazard Mitigation Plan Update– FEMA Approved (2018)**
Organization	Nevada County Office of Emergency Services
Type of Plan	Multi-jurisdictional DMA Plan; County, 3 incorporated communities and 3 special districts
Project Name	**City of San Rafael, CA Local Hazard Mitigation Plan – FEMA Approved (2017)**
Organization	City of San Rafael Fire Department
Type of Plan	Single- jurisdictional DMA Plan

Project Name	**Modoc County, CA Local Hazard Mitigation Plan – FEMA Approved (2016)**
Organization	Modoc County Office of Emergency Services
Type of Plan	Multi-jurisdictional DMA Plan; County and 1 incorporated community
Project Name	**Calaveras County, CA, Local Hazard Mitigation Plan – Original Plan and Plan Update - FEMA Approved (2010, 2015)**
Organization	Calaveras County Sheriff's Office
Type of Plan	Multi-jurisdictional DMA Plan; County and one incorporated community

Project Descriptions for Similar Projects with References

The following project summaries for similar hazard mitigation planning projects were managed and performed by the key staff identified in primary roles for the development of this City of Placentia 2023 LHMP. All of these projects were completed in accordance with DMA, FMA, and CRS planning process requirements and followed the same 10-step, four phase planning process proposed for the City's LHMP. All plans have been FEMA approved.

Unique project components, issues, and challenges are described below in each of the project summaries. Client references associated with the below projects are also included. We encourage the City to contact these references as they can attest to the experience, expertise, and professionalism of the Foster Morrison Team and the quality of our Local Hazard Mitigation Plans and planning process.

Client Name: City of Garden Grove Water Services Division

Project Title: City of Garden Grove Local Hazard Mitigation Plan – FEMA Approved (2020)

Client Contact: Katie Delfin – Senior Administrative Analyst (714) 741-5398, katiev@ggcity.com

Foster Morrison Staff/Project Manager: Jeanine Foster – project manager/senior planner; Chris Morrison – lead planner; Alejandro Gutierrez – GIS/risk assessment lead

Contract Amount/Actual Fees Paid by Client: $74,400/$74,400

Foster Morrison developed a new single jurisdictional LHMP in 2020 for the City of Garden Grove in Orange County. Priority hazards of concern included climate change, dam failure, drought, earthquake, flood, levee failure, wildfire, and other severe weather events. Completing this plan required research to complete the hazard profile and past hazard event occurrences; completing a vulnerability analysis using the most current parcel and assessor data for the existing built environment to develop loss estimates. A new critical facilities list was developed for the City and mapped in GIS in order to assess which facilities were at risk to identified hazards. The resulting mitigation strategy identified new and ongoing mitigation projects to be included in the LHMP targeting priority hazards and their potential effects on the City, residents, and property as well as to critical facilities and infrastructure. This project was unique in the fact that the Water Services Division of the City had previously completed an annex to the Orange County Water District LHMP. While this covered the Water Services Division's property, it did not cover the rest of the City. Foster Morrison worked with the FEMA, the City, and the consultant for the Orange County Water Districts LHMP to ensure consistency of data and mitigation actions between plans as appropriate. This LHMP went through Cal OES and FEMA quickly, and was approved with no request for changes. This project was also completed on schedule and within budget.

Client Name: City of Piedmont Planning Department

Project Title: City of Piedmont Local Hazard Mitigation Plan – Original Plan – FEMA Approved 2019

Client Contact: Kevin Jackson, AICP – Planning and Building Director (510) 420-3039, kjackson@piedmont.ca.gov

Foster Morrison Staff/Project Manager: Jeanine Foster – project manager/senior planner; Chris Morrison – lead planner; Alejandro Gutierrez – GIS/risk assessment lead, Brenna Howell – QA/QC

Contract Amount/Actual Fees Paid by Client: $62,000/$62,000

Foster Morrison, partnering with Howell Consulting, developed the 2019 Local Hazard Mitigation Plan for the City of Piedmont, located in the East Bay Area of California. Priority hazards of concern included climate change, flood, dam failure, wildfire, earthquake, drought, and other severe weather events. The risk assessment identified areas where improvements could be made and provided the framework for the HMPC to formulate planning goals and objectives and to develop a mitigation strategy for the City of Piedmont planning area. The resulting mitigation strategy identified new and ongoing mitigation actions and projects targeting priority hazards and their mitigating effects on City assets and critical infrastructure. Unique issues in the development of this LHMP Update included the topography of the City and its location in the Bay Area. Additionally unique was the high value of the homes in the City of Piedmont. While urban in nature, much of the City is located in a Very High Fire Hazard Severity Zone requiring close coordination with Cal Fire in the development of a detailed wildfire risk assessment and a comprehensive mitigation strategy. Earthquake is also a significant hazard of concern given the City's location relative to numerous potentially active faults and the historic earthquake activity in the region. Foster Morrison worked with the City and the Association of Bay Area Governors' (ABAG) Resiliency Program to identify the best available regional data and earthquake scenarios for use in the City's risk assessment and in identifying earthquake risk reduction measures best suited for implementation by the City. Through this process, it was determined that the earthquake hazard had a compounding affect on many of the other identified hazards, which were considered in the development of the mitigation strategy. For example, earthquake was identified as a key factor for a potentially cascading, catastrophic hazard event. A large, damaging earthquake, with an epicenter close to the City could result in dam failures, landslides, and fires occurring throughout the City with disastrous results. Loss of life, injuries, property damage, and impacts to critical services and infrastructure would be significant. All of the hazard issues and vulnerabilities within the City are further compounded by structures built on steep slopes, narrow roads, and numerous ingress and egress challenges. Similar to other California communities, drought and other severe weather hazards were also considered relative to specific City vulnerabilities and associated mitigation strategies. While most of the City is considered built out, mitigation strategy planning evaluated mitigation actions and projects for both the existing built environment and for future areas of development and redevelopment. This project was completed on time and within budget and passed Cal OES and FEMA review quickly.

Client Name: Los Angeles Unified School District, Office of Environmental Health & Safety

Project Title: Los Angeles Unified School District Local Hazard Mitigation Plan Update – FEMA-Approved (2018)

Client Contact: Bill Piazza - Environmental Assessment Coordinator; (213) 241-2576; bill.piazza@lausd.net

Foster Morrison Staff/Project Manager: Jeanine Foster – project manager/senior planner; Chris Morrison – lead planner; Alejandro Gutierrez – GIS/risk assessment lead; Brenna Howell – QA/QC

Contract Amount/Actual Fees Paid by Client: $148,982/$148,982

Foster Morrison developed an updated LHMP in 2020 for the Los Angeles Unified School District (LAUSD) in Los Angeles County, the second largest school district in the Country. Priority hazards of concern included climate change, flood, dam failure, levee failure, wildfire, earthquake, radon, drought, and other severe weather events. An entire rework of the risk assessment was completed for each identified hazard. This included reworking the hazard profile and adding new hazard event occurrences; redoing the entire vulnerability analysis to add additional items and updating the vulnerability assessment based on more recent hazard data as well as using the most current parcel and assessor data and LAUSD facility data for the existing built environment to develop loss estimates. The resulting mitigation strategy identified new and ongoing mitigation projects to be included in the LHMP targeting priority hazards and their potential effects on LAUSD staff, students, and property. Unique issues in the development of this LHMP Update included the sheer size of the District (both in terms of student numbers as well as the physical size of the District) and how the risk varies across the District. Analysis was done on LAUSD facilities by separating them into 6 regions in order to effectively categorize how the risk and vulnerability varies throughout the District. To facilitate this regional based risk assessment, which included determining detailed vulnerabilities of the District, Foster Morrison worked closely with LAUSD's Risk Management and Facilities Groups to build a customized asset inventory database for use in the risk assessment analyses. This database included, by LAUSD region, the number and types of schools; school locations; number and replacement value of structures, content replacement values, and number of students and staff by school location. Other planning challenges included addressing the unique nature of the potentially affected population of the LAUSD planning area - school aged children, with many of them living in socially vulnerable or underserved areas. During an emergency or disaster, schools cannot just close and send everyone home. Public schools are accountable for the safety and welfare of students in their care. Schools are obligated to shelter, feed, and otherwise care for students until each minor student is reunited with a custodial adult. Further, emergencies and natural disasters often affect children differently than adults. Children's unique needs and body differences put them at greater risk during a disaster. These and other issues specific to the LAUSD were considered in the development of their LHMP Update. This plan required the Foster Morrison Team to learn the unique nature and complexities of a school district in order to develop the risk assessment and more importantly, develop a mitigation strategy that was fully integrated into LAUSD's existing plans, programs, and initiatives for risk reduction. This LHMP Update went through Cal OES and FEMA, and was approved with no request for changes. As well, it was completed on schedule and within budget.

Why Select the Foster Morrison Team

Foster Morrison was formed in order to better focus on what we most enjoy – working closely with our clients to assist them in meeting and exceeding their project goals. Foster Morrison staff are motivated problem solvers that bring a depth and variety of hazard mitigation planning experience and expertise to their clients in California and elsewhere. Likewise, Howell Consulting was founded on many of the same principals. Distinguishing features of the Foster Morrison Team, providing added value to this City of Placentia 2023 LHMP Update project, include:

- **Small boutique firms able to provide better customer service than larger companies**. With a focus on client satisfaction and projects rather than time consuming corporate objectives, the Foster Morrison Team has the flexibility and freedom to do a complete, personalized job for our clients.
- **Extensive California LHMP experience.** This includes developing numerous multi-jurisdictional and single jurisdictional LHMPs and LHMP Updates for California communities in both urban and rural environments. Many of these included two, three, and four DMA planning cycles for large, countywide plans.
- **Customization of plans and work product, driven by the data and information unique to each jurisdiction.** We pride ourselves on not doing cookie-cutter plans. Foster Morrison staff continue to update approaches, processes, and work products to better align with changing DMA and CRS guidance, plan approval requirements, and updates to state level hazard mitigation plans. We build upon what still works and incorporate new ways of doing things and presenting information. In fact, most recently our mitigation action worksheet format was called out by FEMA Region IX as a model example of how to detail mitigation actions and projects in LHMPs.
- **Strong working relationship and process collaboration with Cal OES and FEMA Region IX mitigation staff.** This allows us to understand changing DMA requirements and guidance and to discuss preferred approaches to the planning processes in order to streamline the plan approval process. This is evident from our recent Cal OES and FEMA plan reviews which have gone through the review process with no or minor requests for revisions, including six FEMA approved LHMPs in 2019, three in 2020, and four in 2021.
- **Over 19 years of hazard mitigation planning experience to draw from.** This includes significant hazard-related expertise in a wide-range of natural hazards affecting local communities, as well as the ability to assemble and obtain FEMA approval for large multi-jurisdictional LHMPs. This allows us to incorporate the best and proven strategies into all of our mitigation planning projects.
- **California hazard experience and expertise.** This allows us to develop robust risk assessments and comprehensive mitigation strategies designed to protect property and to reduce loss of life and injuries, as well as ensuring eligibility for mitigation related grant funding.
- **Emergency Management Program expertise**. With Howell Consulting, the Foster Morrison Team brings the broader, emergency management program knowledge and expertise to this hazard mitigation planning project.
- **Proven commitment to established scopes, schedules, and budgets**. Foster Morrison has a demonstrated track record of completing LHMP projects in accordance with established scopes, schedules, and budgets. As detailed herein, the Foster Morrison Team is committed to completing the City of Placentia LHMP as described with an LHMP submittal to Cal OES/FEMA by June 30, 2023, just 10 months from project kickoff.

5. Project Understanding and Approach

Foster Morrison and Howell Consulting have combined staff to provide the City with an LHMP that is tailored to the unique needs of the City. This section includes our project understanding and approach, designed to meet and exceed all of the City of Placentia's expectations to provide the City with a FEMA-approved 2023 LHMP.

Project Understanding

The primary purpose of the City of Placentia LHMP project is to reduce long-term risk and loss to people and property from hazards and to make the City more disaster resistant and better able to recover when a disaster does occur. In addition, a FEMA-approved LHMP will provide eligibility for FEMA pre- and post- disaster mitigation funding. The LHMP Update for the City will be developed to guide the City through hazard events with a forward-looking risk assessment and state-of-the-art strategies for hazard mitigation. The following paragraphs provides a brief hazard profile of the City of Placentia, including notable hazards of concern and related hazard issues to be considered in this 2023 LHMP.

The City of Placentia was incorporated in 1926. The City of Placentia is a charter city, with an elected city council, elected city clerk, and elected treasurer and a professional City Administrator with an annual General Fund budget of over $40 million and a total budget of over $45 million for fiscal year 2022-2023. The City of Placentia is served by various

major transportation facilities including two State Highways, major north-south and east-west arterials, and minor north south and east-west roadways. Placentia also has a major transit provider, the Orange County Transportation Authority (OCTA), and one freight rail line (BNSF), on which the Southern California Regional Rail Authority (SCRRA, or Metrolink) operates a commuter rail line. The California Department of Finance estimates the 2022 population for the City at 51,204.

The climate of the District's service area is characterized as a Mediterranean coastal with mild, warm, and dry summers while winters are mild and cool. According to the National Oceanic and Atmospheric Association (NOAA) average highs for the region peak in the mid 80's °F, while its mild winters temperatures average in the low 70's. Record highs for the City occurred on September 28, 2010, when the thermometer hit 107.7°. The region is subject to wide variations in annual precipitation, ranging from a low of 3.4 inches to a high of 41.5 inches since 1989. The average annual rainfall is 13.52 inches. Topography in the City is generally flat, with a minimum elevation of 187 ft above mean sea level (msl) to 988 ft above msl.

Given the geography and climate of the area, the District is vulnerable to numerous hazards as identified in the 2019 City of Placentia Safety Element. Of these hazards, wildfire, earthquake, 100-year flood, dam failure, and drought, were considered priority natural hazards for mitigation strategy planning. The City has experienced a number of different disasters over the last 50 years, including earthquakes, floods, droughts, wildfires, energy shortages, and severe storms.

The City is located in a seismically active zone. While not located in an Alquist-Priolo zone, The District is at risk to nine different faults: the San Andreas, Yorba Linda, Puente Hills (Coyote Hills), Peralta Hills, Whittier, Newport-Inglewood, Sierra Madre, San Jacinto, and Norwalk faults. These faults, all considered active, are capable of producing earthquakes in the 4.5 – 8+ range. Even if the epicenter of a major earthquake is not located directly within the City, the aftershocks associated with an earthquake can potentially cause significant damage to Placentia. The hazards associated with aftershock earthquakes are the same as mainshock earthquakes and may cause significant damage and disruption to City facilities and infrastructure.

As of 2019, the City of Placentia is approaching "build-out" conditions with approximately 98 percent of developable land developed or in the process of developing. Approximately 54.5 acres, or 1.3 percent, of the City's total acreage is vacant. Placentia is surrounded by other build-out cities and is not adjacent to wildland areas; therefore, the risk of Wildland-Urban Interface fires is relatively nonexistent. The City does not have a significant history of fire – structural or wildland. The last multi-alarm fire in Placentia was in April 2013, and this involved a house and adjacent restaurant in the Old Town area of the City where construction is older, and the structures are closer together.

The City currently is in the midst of a severe drought as defined by the U.S. Drought Monitor. The City has been in and out of drought conditions since 2014. While the current drought has led to a lack of flooding in recent years, the threat of flooding in the City remains. In fact, due to drought conditions, the likelihood of flooding due to heavy rains has actually increased. Extreme droughts reduce the soil's ability to absorb water quickly. Should a heavy rain occur, the parched ground is likely to absorb a small amount of precipitation, with the remainder becoming runoff. This can cause localized flooding, as well as quickly increase stream flows, causing flash flooding. Most of the City is not in a flood hazard zone, however, some areas on the east and south sides are in the 500-year flood zone (0.2% chance of flooding each year) and could see increased flooding and reduced drainage from intense storms. A small pocket of homes between Highway 57 and Orangethorpe Avenue is in the 100-year flood zone (1% chance of flooding each year) and is most likely to be impacted from flooding due to changes in rainfall. The La Jolla community in the southwest corner of Placentia is located in the 100-year flood zone, with a portion in the 500-year flood zone.

Flood inundation resulting from dam failure of Prado Dam or Carbon Canyon Dam is aslo a potential hazard for the City. Inundation from Prado Dam would affect the very southern portions of the City. Inundation from Carbon Canyon would affect the majority of the City generally west of Rose Drive/Tustin Avenue.

In addition to the greater emphasis placed on the above hazards, the State of California has put an increased emphasis on climate change and its effects on natural hazards. Climate change can contribute to sea level rise and can exacerbate other

hazards like drought, extreme weather, flood, and wildfire. Climate change and associated issues will be addressed in this LHMP. Other natural hazards will be addressed in the LHMP, as well as any human caused hazards the City is concerned about.

Project Approach

Mitigation plans form the foundation for a community's long-term strategy to reduce disaster losses and break the cycle of disaster damage reconstruction, and repeated damage. This City of Placentia 2023 LHMP will be a single-jurisdictional LHMP for the City that is inclusive of all key stakeholders and the public who wish to participate. The planning effort will consider hazards of concern to the City planning area; their risk and vulnerability to the City; and mitigation measures for all priority hazards. This LHMP will be developed pursuant to the requirements of DMA 2000, published at 44 CFR 201.6 and associated FEMA guidance, the NFIP's CRS program, and will meet other current, applicable federal and state requirements. This includes FEMA's new LHMP guidance dated April 2022. The Foster Morrison Team will conduct all work necessary to provide the City with a Cal OES/FEMA-approved LHMP.

A FEMA-approved LHMP will maintain the City's eligibility for FEMA pre- and post-disaster funding. In addition, this LHMP will address the requirements of SB 379 (Climate Adaptation) and will be consistent with the goals and objectives outlined in the 2018 State of California Hazard Mitigation Plan. This 2023 LHMP will be developed to reflect current conditions, with a focus on hazard risk reduction for the City in accordance with the requirements set forth in the City's RFP and will be prepared utilizing the process shown in Table 3.

Table 3 City of Placentia Hazard Mitigation Planning Process

Disaster Mitigation Act Planning Regulations (44 *CFR* 201.6)	CRS/FMA Planning Steps
Phase I: Planning Process	
201.6(c)(1)	**1. Organize Resources**
201.6(b)(1)	**2. Involve the Public**
201.6(b)(2) & (3)	**3. Coordinate with Others**
Phase II: Risk Assessment	
201.6(c)(2)(i)	**4. Assess the Hazard**
201.6(c)(2)(ii) & (iii)	**5. Assess the Problem**
Cal OES requirement	**6. Assess the Capabilities**
Phase III: Mitigation Strategy	
201.6(c)(3)(i)	**6. Set Goals**
201.6(c)(3)(ii)	**7. Review Possible Activities**
201.6(c)(3)(iii)	**8. Draft an Action Plan**
Phase IV: Plan Maintenance	
201.6(c)(5)	**9. Adopt the Plan**
201.6(c)(4)	**10. Implement, evaluate, revise**

In addition, to meeting the requirements of DMA 2000, the State of California has additional requirements and initiatives to be addressed in the development of the LHMP for the City. Specifically, the City of Placentia LHMP will be written to address the applicable elements of the following California initiatives as data is available:

- Assembly Bill 2140 – General Plan Safety Element Incorporation
- Senate Bill 379 – Climate Adaptation and Resiliency Strategies

- Senate Bill 1000 – Environmental Justice
- Assembly Bill 747 - Evacuation Routes
- FEMA Dam Program – High Hazard Potential Dam Program

LHMP Goals and Benefits

Foster Morrison will provide the City of Placentia with a FEMA-approved LHMP focused on risk reduction citywide and designed to meet and exceed all their planning goals. This 2023 LHMP will be developed to achieve the following goals and benefits:

- Develop a FEMA-approved, DMA-compliant single-jurisdictional LHMP for the City
- Align the LHMP Update with the goals and objectives of the 2018 State of California Hazard Mitigation Plan and ensure this LHMP addresses applicable elements of AB 2140, SB 379, SB 1000, AB 747, and the HHPD Program
- Build partnerships and collaborate with diverse stakeholders and increase opportunities to leverage local and regional data, resources, and mitigation strategies as appropriate
- A plan emphasis on a comprehensive mitigation strategy that is based on the risk assessment and is solution oriented
- Improve public safety and local resistance to damage from identified hazards through implementation of hazard risk reduction measures, thus reducing the impact and cost of disasters to the City of Placentia and taxpayers
- Position the City of Placentia to compete more effectively for pre- and post-disaster mitigation funding
- Educate the public and all stakeholders about the identified hazards, risks, and mitigation strategies within the City of Placentia planning area
- Speed community recovery when disasters occur

Project Management and Administration

Foster Morrison will provide the project management and administration for this LHMP project. This will include coordination meetings, communications, and monthly progress reports pertaining to the work, budget, and schedule. Regular communication and close coordination with the City of Placentia Project Lead will be paramount to the successful and timely completion of this LHMP.

Team Capacity/Ability to Perform on Schedule and within Budget

The Foster Morrison team fully meets all the requirements necessary for providing high quality hazard mitigation planning services for the City. Our team has a proven track record in providing clients with responsive and timely service to meet project objectives, schedules and changing work needs. In fact, all of the project in Table 2 were completed on time and at or under budget. We are committed to working on the City's LHMP project and will make staff available to complete work associated with this project in a timely fashion. As small businesses, the Foster Morrison team has great flexibility in scheduling of work and will make staff available to complete any work associated with this proposal in a timely fashion while ensuring all project objectives are met and delivery of a high-quality work product. At particular stages of the project, individual team members will be required to devote a substantial part of their effort to the work, perhaps even 100% of their capacity, at other times, project demands on individuals will be less. Additional planning staff from both Foster Morrison and Howell Consulting can also be called upon as needed to expand resources. Managing the variable and competing demands of many projects is a natural and necessary part of the Foster Morrison team's practice and is something that we have done successfully since our inception. The anticipated volume of work from this contract is well within our team's capacity to execute efficiently and effectively. The Foster Morrison team commits our team and resources to the City for this LHMP project, and will deliver the LHMP both on schedule and within budget. Our ability to provide hazard mitigation planning services to our clients on time and on budget is evidenced by the number of repeat clients and our continued success in developing LHMPs and LHMP Updates for communities throughout California.

6. LHMP Scope of Work

Foster Morrison has reviewed the City of Placentia's RFP for a LHMP and represent that we are capable of providing and performing quality work to execute this Scope of Work as described in the RFP and to achieve all City goals. The scope will involve completion of background and technical work to support a comprehensive hazard risk assessment; conducting public outreach and facilitating the planning process; formulating and facilitating the mitigation strategy; and providing all deliverables necessary to comply with state and federal mitigation planning regulations and guidance resulting in a Cal OES compliant and FEMA-approved LHMP. The details of the planning process and how the City of Placentia will meet the objectives of this LHMP project are outlined further below in this Scope of Work.

Phase I: Planning Process

Task 1: Organize Resources

The City Project Lead and Foster Morrison Project Manager will hold a conference call to review the project scope and schedule; discuss planning team participation and coordination; public outreach efforts, identify initial data sources and contacts, start initial data collection efforts; and plan the project kickoff meeting.

Hazard Mitigation Planning Committee

A coordinated, engaged Hazard Mitigation Planning Committee (HMPC) comprised of key City and community stakeholders is critical to a successful mitigation planning process. An HMPC for the LHMP will be organized from department representatives from the City, special districts, other agencies, and public and private stakeholders with an interest in hazards planning in the City of Placentia. In addition to these participants, planning team members may include residents, community leaders, business owners, access and functional needs groups, religious institutions, and private and nonprofit interests to provide for a representative cross-section of the community. Foster Morrison will facilitate the work of this committee with leadership and support provided by the City.

Jurisdictional (City) Participation

The City of Placentia as the single participating jurisdiction seeking FEMA approval of the LHMP will be required to participate in the hazard mitigation planning process as set forth by DMA regulations and guidance. It is assumed that the City will be required to comply with the following participation elements to receive FEMA plan approval:

- Provide representation on the HMPC, attend meetings, and participate in the planning process
- Assist in providing necessary data and identifying the unique risks that affect the City and how the risk differs across the City planning area
- Identify and prioritize mitigation actions/projects for the City
- Distribute, review, and comment on the draft plan(s)
- Coordinate the public outreach process and attend public meetings as necessary to solicit input from community stakeholders
- Formally adopt the LHMP
- Manage the implementation of the resulting mitigation plan

All other jurisdictions and public and private stakeholders will be asked to support the planning process through representation on the HMPC, providing data and input for the risk assessment and mitigation strategy; and reviewing and providing input on plan drafts prior to finalization and submittal to Cal OES and FEMA.

Kickoff Meeting

At the beginning of the process, a kickoff meeting of the HMPC will be held to present information on the hazard mitigation planning regulations and guidance, jurisdictional participation requirements, and project scope and schedule. This meeting will include a discussion of the hazards to be included in the LHMP and a strategy for public involvement.

Deliverables

- ✓ Initial project conference call
- ✓ Recommendations for formation of HMPC
- ✓ Draft of written invitations to LHMP participants, HMPC members and other public and community stakeholders
- ✓ Project kickoff meetings (HMPC Meeting #1 – held in conjunction with public meeting #1)

Task 2: Public Involvement

Foster Morrison will work together with the City and HMPC to define a public information outreach strategy to ensure an effective public involvement process. Public involvement and outreach efforts will be designed to educate the public, identify community concerns, and build consensus on identified risks and vulnerability to hazards and the hazard mitigation planning process in the City of Placentia. The public outreach process will focus on soliciting input from the public to better inform the LHMP at key intervals throughout the planning process and prior to submittal to Cal OES/FEMA.

Public outreach activities will: leverage existing community outreach mechanisms where available and may include: inviting public stakeholders to serve on the HMPC; publicizing the activities of the HMPC through the City's website, press releases to local media outlets, development of a survey for inclusion on the City website; presentations and outreach on the hazard mitigation planning process combined with other community meetings; public meetings/workshops; and other outreach efforts to local public stakeholders.

In addition to the public outreach activities described above, three public meetings will be held for this LHMP. An early public meeting will be held at the beginning of the planning process to explain the DMA planning process, and to obtain input on the natural hazard issues and possible risk reduction measures in the City of Placentia. A second public meeting will be held to present the results of the risk assessment. A final public meeting will also be held at the end of the planning process to solicit comments on the draft plan prior to submittal to Cal OES/FEMA for review and approval. Foster Morrison will maintain all meeting documentation including sign-in sheets for inclusion in the planning process appendix. As requested by the RFP, Foster Morrison will also provide refreshments for meetings to be included in the budget for this project.

Deliverables

- ✓ Recommendations for public makeup of the HMPC
- ✓ Public Information Outreach Strategy
- ✓ Drafts of website, press releases, newsletters, survey, etc.
- ✓ Development of meeting materials and coordination for other public/community outreach activities
- ✓ Public meetings (3 public meetings held during the same time frame as HMPC meetings #1, #2, and #5)

Task 3: Coordinate with Other Agencies

DMA regulations require that the mitigation planning process include other organizations, agencies, neighboring communities, and key stakeholders. Representatives from local, state, and federal agencies and organizations with significant interests in the community, hazards, and/or mitigation will be invited to join the HMPC and be invited to participate in the LHMP development process. This will include soliciting input regarding hazards, the prioritization of hazards, and the development of best practice mitigation approaches for each identified hazard of concern.

Data Collection and Review

Foster Morrison staff will work closely with the City, HMPC, and key stakeholders to identify key resources and data to support the LHMP. In accordance with DMA standards, the LHMP Update will utilize best available data as pertaining to identified hazards of concerns, risks, vulnerabilities, community assets and critical facilities, and existing community mitigation capabilities. The most current GIS datasets and parcel and assessor data will also be collected to support the risk assessment analysis.

Coordination (and Integration) with Other Planning Efforts

Also integral to the DMA planning process is the coordination and integration with other community planning mechanisms as well as with other data and information from stakeholders and agencies. Foster Morrison will work with the City, HMPC, and key stakeholders to identify and review existing plans, programs, and policies from general plans, emergency operations plans, emergency response plans, community wildfire protection plans (CWPPs), floodplain management plans, watershed plans, stormwater master plans, capital improvement program planning and budgeting, and any other relevant documents. These plans will be evaluated for effectiveness and integrated into this LHMP as appropriate. Also, as part of this task, Foster Morrison will work to ensure that this LJHMP Update is aligned with the goals, objectives, and priorities of the 2018 State of California Hazard Mitigation Plan.

Deliverables

- ✓ Identification, collection and review of relevant data
- ✓ Coordination, integration, and documentation with existing planning mechanisms
- ✓ Identification, coordination (and documentation) with other agencies, organizations and stakeholders

Phase II: Risk Assessment

Foster Morrison will work with the City, HMPC, and key stakeholders to develop the hazard risk assessment. This multi-hazard risk assessment will include all hazards of concern to the City and will use best available data to evaluate the risk and vulnerability from identified hazard that may affect or have historically affected the City of Placentia. Where hazards and risks vary across the planning area, the differences will be noted. The risk assessment will assist the City in understanding and quantifying its risks and vulnerability to identified hazards and will form the basis of the mitigation strategy designed to reduce or eliminate risks and to reduce losses from future hazard events. As part of the updated risk assessment, an evaluation of climate change and its effects on identified hazards will be included. As prescribed by DMA requirements, the risk assessment includes three primary components: 1) hazard identification and profiles; 2) vulnerability assessment; and 3) capability assessment.

Task 4: Assess the Hazard – Hazard Identification and Profiles

The first step in assessing the hazard is to identify and profile hazards as they affect the City of Placentia. This will include an evaluation of the hazard history and potential for both the City and region to be affected by various hazards. Hazards identified in existing plans, studies, and data available from local, state, and federal sources will be consulted. The 2018 State of California Hazard Mitigation Plan, the Orange County Hazard Mitigation Plan, the City of Placentia General Plan Safety Element, and the City's Emergency Operations Plan (EOP), will be reviewed for their current list of hazards. Hazards to be evaluated for inclusion in this LHMP include: flood-related hazards, earthquake hazards, wildfire hazards, severe weather-related hazards, drought, climate change hazards, man-made and technological, and other hazards of concern to the City.

For each identified hazard, hazard profiles will be developed to include a description of hazards that have or may occur within the City. This profile will include: a description of the hazard and its location and extent; severity and magnitude of the hazard; potential impacts; previous occurrences; hazard frequency, duration, speed of onset, and recurrence interval (probability of future events). Details of historic incidents and quantitative data will be incorporated to the greatest exten possible. The hazards will be mapped and analyzed using GIS (as described further below) and/or other data and methodologies to identify and analyze areas within the City that are at risk and vulnerable to identified hazards.

Deliverables

- ✓ List of hazards of concern
- ✓ Hazard identification and profiles section of the plan
- ✓ GIS mapping and analysis of each mapped hazard

Task 5: Assess the Problem: Vulnerability Assessment

The next step of the risk assessment phase is to conduct a vulnerability assessment to determine the vulnerability of the City to identified priority hazards. The Foster Morrison team will evaluate available data and resources to determine the best approach and methodologies for analyzing community vulnerability to identified hazards of concern. Selected methodologies may include utilizing various loss estimation tools such as GIS mapping and analysis and Hazus (FEMA's loss estimation software) runs to assist in quantifying and portraying the risk from identified hazards to support mitigation strategy development and future community planning decisions.

Identify and Inventory Assets

The vulnerability assessment is designed to evaluate and quantify, where possible, potential hazard-related losses to the City. Critical to this analysis is conducting an inventory of key community assets. Federal, state, local, and community GIS resources, Orange County Assessor's data, and other best available data will be used to develop a comprehensive inventory of assets specific to the City and located in identified hazard areas which will be displayed in area maps and tables as data permits. Technological and infrastructure vulnerabilities will be noted. Photographs of City vulnerabilities will be incorporated as appropriate. It is important to note the goal of using best available existing data where feasible and to supplement as appropriate and necessary. Foster Morrison will work with the City, HMPC and key stakeholders to identify existing City and regional data and analyses. To the extent supported by available data, the following elements will be addressed:

- Number, types (by property use), and values of existing parcels and public and private buildings in the City of Placentia and in mapped hazard areas, based on GIS and County Assessor data
- Identification of vulnerable populations and underserved populations
- Critical facilities, infrastructure, utilities, and services
- NFIP repetitive loss structures
- Transportation-related assets
- Communication systems
- Estimates of potential dollar losses per hazard utilizing Hazus or GIS
- Economic impact of potential losses
- Natural, cultural, and historic resources at risk, including natural and beneficial functions
- Land use, development trends, and future development areas in the City and in identified hazard areas

Estimate Potential Losses

Once the hazards and assets have been identified, profiled, and located, Foster Morrison will utilize established loss modeling techniques to estimate potential losses for priority hazards. For common hazards, such as earthquake and flood, Foster Morrison can make use of methods from past work, from GIS overlays of hazard and parcel/assessor data, and from FEMA publications and models, specifically Hazus and other recognized methodologies. For hazards with insufficient data or tools for identifying vulnerable assets and estimating losses, other methods will be used to identify those geographical areas and assets most at risk.

Analyze Development Trends

DMA planning requires an analysis of the existing built environment and future development relative to potential hazard impacts. Understanding the current land use, zoning, development trends, and future development plans within a community is a key component of the risk assessment and in identifying risk reduction measures. This will include identification and mapping of existing and proposed land uses and areas identified for future development. Also included will be a detailed accounting of development densities in the identified hazard areas and within the City as well as documentation of anticipated future changes in the City's land use or development. The results of this assessment will provide the City with critical information for developing a sound, forward-thinking mitigation strategy as well as determining where and how to grow in the future.

Capability Assessment

The capability assessment is the final step of the risk assessment. Foster Morrison will conduct a local capability assessment to identify existing technical, financial, and other mitigation capabilities of the City of Placentia. By collecting information about existing capabilities as they relate to hazard mitigation, the City can assess those activities and measures already in place and how well they are working will better inform the community on designing additional and effective mitigation strategies for this LHMP.

Capabilities will be focused on those designed to reduce long-term vulnerability through alignment with core mitigation capabilities and include those detailing: planning and regulatory, administrative and technical, financial, and education and outreach. Examples of capabilities to be inventoried and documented for this LHMP update include:

- General plans and other applicable planning documents and studies
- Local land use, zoning, and building codes and regulations
- Floodplain management plans, studies and ordinances
- Emergency operations and response plans, hazard-specific annexes, and mutual aid agreements
- Number and types of flood insurance policies
- Stormwater management plans and regulations
- Climate Adaptation efforts
- Past mitigation projects and activities conducted throughout the planning area

Hazard Prioritization

Following completion of the risk assessment, Foster Morrison will work with the City, HMPC, and key stakeholders to prioritize hazards of significance based on high, medium, and low risk factors. The hazards will be prioritized based on historical data; potential damage to critical infrastructure; potential loss estimates; occurrence data; and probability of location, funding, and mitigation abilities. This final prioritization process is an important element in plan development as it allows the City to focus resources on significant hazards to the community, resulting in a more focused, achievable mitigation strategy for the LHMP. The results of the risk assessment will be presented at HMPC Meeting #2.

Deliverables

- ✓ Draft of risk assessment section of the plan, including hazard identification and profiles, vulnerability assessment, and capability assessment
- ✓ GIS and Hazus analysis (as necessary and feasible to supplement existing data)
- ✓ Maps and tables of hazard areas, community assets, loss estimates and vulnerability analysis, as data permits
- ✓ Prioritization of identified hazards
- ✓ Presentation of risk assessment data at HMPC Meeting #2 and Public Meeting #2 (held during the same timeframe)

Phase III: Develop Mitigation Strategy (Plan)

The mitigation strategy is ultimately the most important part of the plan. While the risk assessment defines the risks and vulnerability of a planning area, the mitigation strategy contains the mitigation action items and projects that will be implemented over the five-year life of this LHMP to reduce hazard-related losses, make the community more disaster resistant, and to better recover when disasters do occur.

During the mitigation strategy development phase of this LHMP, Foster Morrison will develop a complete plan draft that will: document the mitigation planning process; document the results of the risk assessment; detail plan goals and objectives; and identify and prioritize mitigation actions designed to minimize the effects of hazards on the City of Placentia.

Task 6: Set Goals

Using the results of the risk assessment, Foster Morrison will work with the City, HMPC, and key stakeholders to develop hazard mitigation goals and objectives for the LHMP. The goals and objectives will reflect the community's long-term

vision to reduce the risk to people and property within the City and will focus on enhancing overall mitigation capabilities.

Goals and objectives from other City plans and policies (e.g., General Plan, Emergency Operations Plan, watershed/stormwater plans, climate plans), as well as state plans and policies (such as the 2018 State of California and current Orange County Hazard Mitigation Plans), will be compiled and analyzed to ensure consistency with existing programs and other plan goals and objectives. Plan goals and objectives will be developed during Planning Team Meeting #3.

Deliverables

- ✓ Facilitation of goals and objectives update at HMPC Meeting #3 (held during the same timeframe as HMPC #4)
- ✓ Review and identification of plan goals and objectives from other community plans and programs
- ✓ Finalized list of updated plan goals and objectives

Task 7: Review Possible Activities

Once plan goals and objectives have been developed for the City of Placentia, Foster Morrison will work with the City, HMPC, and key stakeholders to identify, analyze, and prioritize a comprehensive range of mitigation actions and projects.

Utilizing the risk assessment and considering other ongoing community mitigation programs policies and plans, mitigation actions will be developed. Close coordination and consideration of these other planning efforts and studies will be critical to the development and implementation of a successful mitigation strategy moving forward that is both reasonable and achievable.

The review and assessment of mitigation actions and projects will occur at HMPC Meeting #4, where a comprehensive range of potential mitigation actions will be identified for each priority hazard designed to reduce hazard impacts and disaster losses and to meet the LHMP goals and objectives. Identified mitigation projects will address the effects of hazards on future development and new structures as well as on existing buildings and infrastructure. In developing mitigation alternatives, this plan will adhere to the model of mitigation activities promoted by DMA and CRS, which classifies mitigation measures into the following six categories: Prevention, Property Protection, Emergency Services, Structural Projects, Natural Resource Protection, and Public Information Programs.

The mitigation actions will be reviewed to ensure best practices and to identify mitigation partnerships where feasible. The end result of this mitigation planning process will be a list of prioritized hazard mitigation action items that best meet the City of Placentia's needs for hazard damage reduction.

Deliverables

- ✓ Facilitation and identification of mitigation action alternatives for all hazards
- ✓ Mitigation action/project identification/prioritization at HMPC Meeting #4 (held during same timeframe as HMPC Meeting #3)

Task 8: Draft an Action Plan: Mitigation Implementation Strategy

Upon finalization of goals and objectives and mitigation actions and projects, the City, HMPC, and key stakeholders will develop priority actions for inclusion in the mitigation strategy portion of the plan. A comprehensive, prioritized mitigation strategy is paramount in focusing community resources to reduce City vulnerability to the destructive consequences of hazards and to promote efficient recovery and reconstruction when disasters do occur.

This process will involve using a set of criteria, a "scoring" system, for prioritizing potential mitigation actions and projects to ensure that they: are reasonable and achievable; reflect the priorities of the City and are based on the risk assessment. Fundamental to the prioritization process for mitigation measures are key factors such as life, property, health, and safety protection, as well as qualitative cost benefit considerations and the availability of FEMA or other funding sources for any given project. The STAPLEE approach promoted by FEMA will be used as a framework for

developing additional prioritization criteria. The STAPLEE approach analyzes the **S**ocial, **T**echnical, **A**dministrative, **P**olitical, **L**egal, **E**conomic, and **E**nvironmental feasibility of proposed mitigation actions.

Foster Morrison, will work with the City to develop an implementation strategy plan for each identified mitigation project that will provide information on project implementation, including a description of the project details, risk reduction goals, alternative actions considered, benefit-cost considerations, possible funding sources, project schedule, and responsible agency. The implementation strategy will also include recommendations for implementation and integration with other City planning efforts and programs. The end result will be a mitigation action strategy of prioritized projects for the City of Placentia.

Deliverables

- ✓ Finalization of prioritized mitigation strategy addressing all mitigation categories
- ✓ Development of implementation strategy and compilation of Mitigation Action Worksheets completed by the City
- ✓ Draft of mitigation action strategy portion of the plan

Task 8a: Draft Plan

Using state and federal guidance to ensure that all DMA requirements are being met, a complete first draft of the LHMP will be prepared. This will result in a comprehensive LHMP that presents all relevant data and incudes a community profile/demographics, planning process, risk assessment, mitigation strategy implementation plan, and procedures for plan maintenance.

Document the Mitigation Planning Process

The plan development process will be thoroughly documented, including the evaluation of risks and vulnerability of hazards to the City and the process used to identify, analyze, and prioritize the mitigation strategy. A separate planning process narrative and chapter will be developed to document the plan development process, which will include establishing a record of meetings and participation. This chapter will also detail coordination with other agencies and integration with other planning mechanisms as well as the process that will be used to implement and maintain the LHMP. A detailed description of the public outreach and education strategies implemented for this LHMP will be included and thoroughly documented. A separate planning process appendix will be developed to provide supporting documentation to the process to meet all planning process documentation requirements.

Plan Review and Finalization Process

A complete first draft of the LHMP will be provided to the City, HMPC, and key stakeholders for review and comment. Comments and revisions will be incorporated into a second public review draft and distributed to the public for review and comment via the City website. All public and private stakeholders will have an opportunity to provide input to the plan, both during the drafting stage and prior to submittal to Cal OES/FEMA. A public meeting will be held to solicit comments on the draft plan prior to submittal to Cal OES/FEMA as described in Task 2 of this Scope of Work. A final HMPC meeting, HMPC Meeting #5, will be held to discuss any public comments and final input into the plan document.

Deliverables

- ✓ Development and documentation of the mitigation planning process chapter and the planning process appendix to meet DMA documentation requirements
- ✓ First draft of the LHMP for review by the City, HMPC, and key stakeholders
- ✓ Second public review draft of the LHMP Update for public review
- ✓ Facilitation of HMPC Meetings #5 and Public Meeting #3 on the public review draft Plan (held during the same timeframe)

Phase IV: Plan Maintenance Process

Task 9: Final Plan Submittal and Adoption

Based on feedback from the public meeting and final input during HMPC Meeting #5, a final draft will be developed for submittal to Cal OES and FEMA for preliminary review and approval. Based on this review, requested changes to the draft LHMP will be made to assist with City adoption. Foster Morrison will make all revisions and will work with Cal OES and FEMA to ensure that the LHMP receives approval from Cal OES and FEMA for formal adoption by the City.

The draft and final LHMP, with all supporting materials will be provided in Microsoft Word docx, high resolution pdf, TIFF and JPEG format. Materials will be provided on x6Samsung FIT Plus USB 3.1 drives. In addition ten printed and bound copies will be provided. All records related to the development of the LHMP will be provided to the City at the end of the process along with the hard copies.

Deliverables

- ✓ Third draft for Cal OES and FEMA submission
- ✓ Preparation of Cal OES/FEMA plan review tool
- ✓ Final draft of the LHMP for formal adoption
- ✓ Adoption documentation
- ✓ Final Plan delivery to the City of Placentia in accordance with the RFP requirements

Task 10: Develop Procedures to Implement, Monitor, and Update the Plan

Foster Morrison will work with the City to determine procedures and a schedule for implementing, monitoring, evaluating, and updating the City of Placentia LHMP. The plan maintenance requirements will be developed to ensure the plan is a living document updated annually to reflect new and changing hazards, conditions, and new state and federal requirements. This will include:

- ➢ A method and schedule of monitoring, evaluating, and updating the plan, which includes criteria used, responsible office, and process for annual reviews and a formal five-year update.
- ➢ A process by which the plan will be incorporated into other existing planning mechanisms and requirements such as the City EOP, General Plan, ordinances, fiscal budgets, and other related planning mechanisms.
- ➢ A discussion of how the City will continue to involve the public in the plan maintenance and update process and documentation of all public involvement activities.

Deliverables

- ✓ Draft of implementation, monitoring, and update process

7. LHMP Project Schedule

Generally, the LHMP Update process takes 12-18 months, or longer, from project kickoff to plan submittal and approval by Cal OES and FEMA. With a signed contract and a project start date by September 1, 2022, and timely participation by the City, Foster Morrison is prepared to conduct all plan development activities with a plan submittal to Cal OES/FEMA by June 30, 2023. Foster Morrison has completed many projects in the past with similar accelerated timelines. A proposed schedule, including key milestones and HMPC and public meetings in bold, is included below in Table 4. Upon contract award, identified timeframes and overall schedule can be modified to better reflect the needs of the City of Placentia.

Table 4 City of Placentia 2022 - 2023 LHMP Schedule

Phase/Task	Sep		Oct		Nov		Dec		Jan		Feb		Mar		Apr		May		Jun		Jul		Aug		Sep		Oct	
Phase 1: LHMP Planning Process																												
Task 1: Organize Resources																												
HMPC #1 - Kickoff/Public Mtg. #1																												
Task 2: Public Involvement																												
Task 3: Coordinate with Other Agencies																												
Phase II: Risk Assessment																												
Task 4: Assess the Hazard																												
Task 5: Assess the Problem																												
Capability Assessment																												
HMPC #2/Public Mtg. #2																												
Phase III: Mitigation Strategy																												
Task 6: Set Goals																												
Task 7: Review Possible Activities																												
HMPC #3 & 4																												
Task 8: Draft an Action Plan																												
Task 8a: Draft Plan																												
Draft Plan to City/HMPC																												
City/HMPC Review and Comments to FM																												
Public Review Draft to City																												
Public Review and all final Comments																												
HMPC #5/Public Mtg #3																												
Phase IV: Plan Maintenance Process																												
Task 9: Final Plan Submittal and Adoption																												
Plan Submittal to Cal OES/FEMA																												
FM to make any requested revisions																												
City Adoption																												
Final FEMA Approval and LHMP Delivery/Closeout																												
Task 10: Implement, Monitor and Update																												

8. Required Proposal Statements

As requested by the RFP, this section provides the required proposal statements.

A. Request for Performance with Proposal Requirements

Foster Morrison has reviewed the project requirements, and other terms and conditions specified in this RFP and agree to adhere to all requirements and terms in full. No Addenda to this RFP were issued as of July 25, 2022. This proposal remains valid for one hundred twenty (120) days.

B. Proprietary Information

Foster Morrison acknowledges that nothing contained in the submitted proposal is considered proprietary.

C. No Substitution of Designated Staff

Foster Morrison assures that the designated project team, including sub-consultants, will be used for this project and that departure or reassignment of, or substitution for, any member of the designated project team or sub-consultant(s) shall not be made without the prior written approval of the City.

D. No Conflict of Interest

Foster Morrison warrants that there are no past, on-going, or potential conflicts of interest that the Project Team may have as a result of performing the work/services included under this RFP for the City of Placentia.

E. No Collusion

Foster Morrison warrants that there has not been any collusion of any nature with other proposing firms in the development and submittal of this proposal.

F. Compliance with Contract Insurance and Indemnification Requirements

Foster Morrison has reviewed the contract terms specific to insurance and indemnification in the sample agreement, and agree to adhere to all requirements and terms in full.

9. Exceptions

The Foster Morrison Team has reviewed the project requirements, contract terms, and other terms and conditions specified in this RFP and agree to comply with all terms in full. No exceptions are being requested.



Foster Morrison Consulting
10298 Boulder Ridge Drive
Peyton, CO 80831
303.717.7171
www.fostermorrison.com

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/05/2023

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

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

PRODUCER	CONTACT NAME: Pam Horan
Security First Insurance Agency 7851 S Elati St Suite 100 Littleton CO 80120	PHONE (A/C, No, Ext): (303) 730-2327 FAX (A/C, No): (303) 730-2930 E-MAIL ADDRESS: pam.horan@onedigital.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Foster Morrison Consulting Ltd 10298 Boulder Ridge Dr Peyton CO 80831-4002	INSURER A : Hartford Underwriters Ins Co	30104
	INSURER B : Beazley Insurance Company, Inc.	37540
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** CL231527103 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	34SBMAM5R8F	09/25/2022	09/25/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 2,000,000 $ 1,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			34SBMAM5R8F	09/25/2022	09/25/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) [ ]	$ 2,000,000 $ $ $ $
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000	Y		34SBMAM5R8F	09/25/2022	09/25/2023	EACH OCCURRENCE AGGREGATE [ ]	$ 1,000,000 $ 1,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y				[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
B	Professional Liability			V204D3220601	09/25/2022	09/25/2023	Each Claim Aggregate	$2,000,000 $2,000,000

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

The certificate holder is an additional insured as their interest may appear when required by written contract.

CERTIFICATE HOLDER

City of Placentia
401 East Chapman Ave
Placentia CA 92870

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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BUSINESS LIABILITY COVERAGE FORM

Various provisions in this Policy restrict coverage. Read the entire Policy carefully to determine rights, duties and what is and is not covered.

Throughout this Coverage Part the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the insurance company shown in the Declarations.

"Policy period", as used in this Coverage Part, means the period from the effective date of this Coverage Part to the expiration date of the Coverage Part as stated in the Declarations or the date of cancellation, whichever is earlier.

The word "insured" means any person or organization qualifying as such under Section **C.** Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **F.** Liability And Medical Expenses Definitions.

A. COVERAGES

1. Business Liability Coverage (Bodily Injury, Property Damage, Personal And Advertising Injury) Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury", "property damage" or "personal and advertising injury" to which this insurance does not apply.

We may, at our discretion, investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section **D.** Liability And Medical Expenses Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Coverage Extension - Supplementary Payments.

b. This insurance applies:

(1) To "bodily injury" and "property damage" only if:

(a) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(b) The "bodily injury" or "property damage" occurs during the policy period; and

(c) Prior to the policy period, no insured listed under Paragraph **1.** of Section **C.** Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

(2) To "personal and advertising injury" caused by an offense arising out of your business, but only if the offense was committed in the "coverage territory" during the policy period.

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.** of Section **C.** Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

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(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

d. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

e. **Incidental Medical Malpractice**

(1) "Bodily injury" arising out of the rendering of or failure to render professional health care services as a physician, dentist, nurse, emergency medical technician or paramedic shall be deemed to be caused by an "occurrence", but only if:

(a) The physician, dentist, nurse, emergency medical technician or paramedic is employed by you to provide such services; and

(b) You are not engaged in the business or occupation of providing such services.

(2) For the purpose of determining the limits of insurance for incidental medical malpractice, any act or omission together with all related acts or omissions in the furnishing of these services to any one person will be considered one "occurrence".

2. Medical Expenses

Insuring Agreement

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

(1) On premises you own or rent;

(2) On ways next to premises you own or rent; or

(3) Because of your operations;

provided that:

(1) The accident takes place in the "coverage territory" and during the policy period;

(2) The expenses are incurred and reported to us within three years of the date of the accident; and

(3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

(1) First aid administered at the time of an accident;

(2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and

(3) Necessary ambulance, hospital, professional nursing and funeral services.

3. Coverage Extension - Supplementary Payments

a. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

(1) All expenses we incur.

(2) Up to $1,000 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.

(3) The cost of appeal bonds or bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish, finance, arrange for, guarantee, or collateralize these bonds, whether the collateralization is characterized as premium or not.

(4) All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

(5) All court costs taxed against the insured in the "suit". However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed against the insured.

(6) Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

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(7) All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

Any amounts paid under **(1)** through **(7)** above will not reduce the Limits of Insurance.

b. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

(1) The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

(2) This insurance applies to such liability assumed by the insured;

(3) The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

(4) The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interest of the indemnitee;

(5) The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

(6) The indemnitee:

(a) Agrees in writing to:

(i) Cooperate with us in the investigation, settlement or defense of the "suit";

(ii) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(iii) Notify any other insurer whose coverage is available to the indemnitee; and

(iv) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(b) Provides us with written authorization to:

(i) Obtain records and other information related to the "suit"; and

(ii) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments.

Notwithstanding the provisions of Paragraph **1.b.(b)** of Section **B.** Exclusions, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the Limits of Insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

(1) We have used up the applicable limit of insurance in the payment of judgments or settlements; or

(2) The conditions set forth above, or the terms of the agreement described in Paragraph **(6)** above, are no longer met.

B. EXCLUSIONS

1. Applicable To Business Liability Coverage

This insurance does not apply to:

a. Expected Or Intended Injury

(1) "Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property; or

(2) "Personal and advertising injury" arising out of an offense committed by, at the direction of or with the consent or acquiescence of the insured with the expectation of inflicting "personal and advertising injury".

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b. Contractual Liability

(1) "Bodily injury" or "property damage"; or

(2) "Personal and advertising injury"

for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

This exclusion does not apply to liability for damages because of:

(a) "Bodily injury", "property damage" or "personal and advertising injury" that the insured would have in the absence of the contract or agreement; or

(b) "Bodily injury" or "property damage" assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purpose of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage" provided:

(i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(ii) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol;

(3) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol; or

(4) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury" or "property damage" involved that which is described in Paragraph **(1), (2), (3)** or **(4)** above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving, or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of **(1)** above.

This exclusion applies:

(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

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This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to any insured. However, this paragraph does not apply to:

(i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;

(ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to this Coverage Part as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";

(b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;

(c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:

(i) Any insured; or

(ii) Any person or organization for whom you may be legally responsible;

(d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this paragraph does not apply to:

(i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

(ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or

(iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or

(e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

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However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

(1) Unmanned Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

This Exclusion **g.(1)** 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 "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

(2) Aircraft (Other Than Unmanned Aircraft), Auto or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This Exclusion **g.(2)** 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 "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft"), "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This Exclusion **g.(2)** does not apply to:

(a) A watercraft while ashore on premises you own or rent;

(b) A watercraft you do not own that is:

(i) Less than 51 feet long; and

(ii) Not being used to carry persons or property for a charge;

(c) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;

(d) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft (other than "unmanned aircraft") or watercraft;

(e) "Bodily injury" or "property damage" arising out of:

(i) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(ii) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where it is licensed or principally garaged; or

(f) An aircraft (other than "unmanned aircraft") that is not owned by any insured and is hired, chartered or loaned with a paid crew. However, this exception does not apply if the insured has any other insurance for such "bodily injury" or "property damage", whether the other insurance is primary, excess, contingent or on any other basis.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

(1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or

(2) The use of "mobile equipment" in, or while in practice or preparation for, a prearranged racing, speed or demolition contest or in any stunting activity.

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i. War

"Bodily injury", "property damage" or "personal and advertising injury", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Professional Services

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

(1) Legal, accounting or advertising services;

(2) Preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications;

(3) Supervisory, inspection, architectural or engineering activities;

(4) Medical, surgical, dental, x-ray or nursing services, treatment, advice or instruction;

(5) Any health or therapeutic service treatment, advice or instruction;

(6) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement or personal grooming;

(7) Optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

(8) Optometry or optometric services including but not limited to examination of the eyes and the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products;

(9) Any:

(a) Body piercing (not including ear piercing);

(b) Tattooing, including but not limited to the insertion of pigments into or under the skin; and

(c) Similar services;

(10) Pharmaceutical services including but not limited to:

(a) The administering, prescribing, preparing, distributing or compounding of pharmaceutical drugs, vaccinations, immunizations or any of their component parts;

(b) The providing of or failure to provide home health care or home infusion products or services; and

(c) Advising and consulting customers;

(11) Computer consulting, design or programming services, including web site design.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

Paragraphs **(4)** and **(5)** of this exclusion do not apply to the Incidental Medical Malpractice coverage afforded under Paragraph **1.e.** in Section **A.** Coverages.

k. Damage To Property

"Property damage" to:

(1) Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

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(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs **(1)**, **(3)** and **(4)** of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section **D.** Limits Of Insurance.

Paragraph **(2)** of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to the use of elevators.

Paragraphs **(3)**, **(4)**, **(5)** and **(6)** of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs **(3)** and **(4)** of this exclusion do not apply to "property damage" to borrowed equipment while not being used to perform operations at a job site.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

l. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

m. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

n. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

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.

p. Personal And Advertising Injury

"Personal and advertising injury":

(1) Arising out of oral, written, electronic, or any other manner of publication of material, if done by or at the direction of the insured with knowledge of its falsity;

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(2) Arising out of oral, written, electronic, or any other manner of publication of material whose first publication took place before the beginning of the policy period;

(3) Arising out of a criminal act committed by or at the direction of the insured;

(4) Arising out of any breach of contract, except an implied contract to use another's "advertising idea" in your "advertisement";

(5) Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement";

(6) Arising out of the wrong description of the price of goods, products or services;

(7) Arising out of:

(a) Any actual or alleged infringement or violation of any intellectual property rights, such as copyright, patent, right of publicity, trademark, trade dress, trade name, trade secret, service mark or other designation of origin or authenticity; or

(b) Any injury or damage alleged in any claim or "suit" that also alleges an infringement or violation of any intellectual property right, whether such allegation of infringement or violation is made against you, or by you or by any other party involved in the claim or "suit", regardless of whether this insurance would otherwise apply.

However, this exclusion does not apply if the only allegation in the claim or "suit" involving any intellectual property right is limited to:

(i) Infringement, in your "advertisement", of:

a. Copyright;

b. Slogan; unless the slogan is also a trademark, trade dress, trade name, service mark or other designation of origin or authenticity; or

c. Title of any literary or artistic work; or

(ii) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

Paragraph **(7)(b)ii** above shall not apply to claims or "suits" alleging infringement or violation of trademark, trade dress, trade name, service mark or other designation of origin or authenticity.

(8) Arising out of an offense committed by an insured whose business is:

(a) Advertising, broadcasting, publishing or telecasting;

(b) Designing or determining content of web sites for others; or

(c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **a.**, **b.** and **c.** under the definition of "personal and advertising injury" in Section **F.** Liability And Medical Expenses Definitions.

For the purposes of this exclusion, the placing of frames, borders, or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting;

(9) Arising out of an electronic chat room or bulletin board the insured hosts, owns, or over which the insured exercises control;

(10) Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatags, or any other similar tactics to mislead another's potential customers;

(11) Arising out of the violation of a person's right of privacy created by any state or federal act.

However, this exclusion does not apply to liability for damages that the insured would have in the absence of such state or federal act;

(12) Arising out of:

(a) Advertising content for others on your web site;

(b) Placing a link to a web site of others on your web site;

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(c) Content from a web site of others displayed within a frame or border on your web site. Content includes information, code, sounds, text, graphics or images; or

(d) Computer code, software or programming used to enable:

(i) Your web site; or

(ii) The presentation or functionality of an "advertisement" or other content on your web site;

(13) Arising out of a violation of any anti-trust law;

(14) Arising out of the fluctuation in price or value of any stocks, bonds or other securities;

(15) Arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information; or

(16) Arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

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 "personal and advertising injury" arises out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

However, this exclusion does not apply if the only allegation in the claim or "suit" involves an intellectual property right which is limited to:

(a) Infringement, in your "advertisement", of:

(i) Copyright;

(ii) Slogan; or

(iii) Title of any literary or artistic work; or

(b) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement".

q. Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability

(1) Damages because of "bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

This exclusion applies even if such damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraphs **(1)** or **(2)** above.

However, unless Paragraph **(1)** above applies, this exclusion does not apply to damages because of "bodily injury".

r. Employment-Related Practices

"Bodily injury" or "personal and advertising injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

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(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, malicious prosecution or false arrest directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" or "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies:

(1) Whether the injury-causing event described in Paragraphs **(a)**, **(b)**, or **(c)** above occurs before employment, during employment or after employment of that person;

(2) Whether the insured may be liable as an employer or in any other capacity; and

(3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

s. Asbestos

(1) "Bodily injury", "property damage" or "personal and advertising injury" arising out of the "asbestos hazard".

(2) Any damages, judgments, settlements, loss, costs or expenses that:

(a) May be awarded or incurred by reason of any claim or "suit" alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard";

(b) Arise out of any request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of an "asbestos hazard"; or

(c) Arise out of any claim or "suit" for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

t. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Damage To Premises Rented To You – Exception For Damage By Fire, Lightning Or Explosion

Exclusions **c.** through **h.** and **k.** through **o.** do not apply to damage by fire, lightning or explosion to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **D.** Liability And Medical Expenses Limits Of Insurance.

2. Applicable To Medical Expenses Coverage

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

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c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports or athletic contests.

f. Products-Completed Operations Hazard

Included with the "products-completed operations hazard".

g. Business Liability Exclusions

Excluded under Business Liability Coverage.

C. WHO IS AN INSURED

1. If you are designated in the Declarations as:

a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business, other than that described in **b.** through **e.** below, of which you are the sole owner.

b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:

a. Employees And Volunteer Workers

Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;

(b) To the spouse, child, parent, brother or sister of that co-"employee" or that "volunteer worker" as a consequence of Paragraph **(1)(a)** above;

(c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1)(a)** or **(b)** above; or

(d) Arising out of his or her providing or failing to provide professional health care services.

If you are not in the business of providing professional health care services, Paragraph **(d)** does not apply to any nurse, emergency medical technician or paramedic employed by you to provide such services.

(2) "Property damage" to property:

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(a) Owned, occupied or used by:

(b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Real Estate Manager

Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

c. Temporary Custodians Of Your Property

Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

d. Legal Representative If You Die

Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this insurance.

e. Unnamed Subsidiary

Any subsidiary and subsidiary thereof, of yours which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Part.

The insurance afforded herein for any subsidiary not shown in the Declarations as a named insured does not apply to injury or damage with respect to which an insured under this insurance is also an insured under another policy or would be an insured under such policy but for its termination or upon the exhaustion of its limits of insurance.

3. Newly Acquired Or Formed Organization

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

b. Coverage under this provision does not apply to:

(1) "Bodily injury" or "property damage" that occurred; or

(2) "Personal and advertising injury" arising out of an offense committed

before you acquired or formed the organization.

4. Operator Of Mobile Equipment

With respect to "mobile equipment" any person is an insured while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an insured with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

5. Operator Of Nonowned Watercraft

With respect to watercraft you do not own that is less than 51 feet long and is not being used to carry persons or property for a charge, any person is an insured while operating such watercraft with your permission. Any other person or organization responsible for the conduct of such person is also an insured, but only with respect to liability arising out of the operation of the watercraft, and only if no other insurance of any kind is available to that person or organization for this liability.

However, no person or organization is an insured with respect to:

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a. "Bodily injury" to a co-"employee" of the person operating the watercraft; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an insured under this provision.

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

D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE

1. The Most We Will Pay

The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

2. Aggregate Limits

The most we will pay for:

a. Damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard" is the Products-Completed Operations Aggregate Limit shown in the Declarations.

b. Damages because of all other "bodily injury", "property damage" or "personal and advertising injury", including medical expenses, is the General Aggregate Limit shown in the Declarations.

This General Aggregate limit does not apply to "property damage" to premises while rented to you or temporarily occupied by you with permission of the owner, arising out of fire, lightning or explosion.

3. Each Occurrence Limit

Subject to **2.a.** or **2.b** above, whichever applies, the most we will pay for the sum of all damages because of all "bodily injury", "property damage" and medical expenses arising out of any one "occurrence" is the Liability and Medical Expenses Limit shown in the Declarations.

The most we will pay for all medical expenses because of "bodily injury" sustained by any one person is the Medical Expenses Limit shown in the Declarations.

4. Personal And Advertising Injury Limit

Subject to **2.b.** above, the most we will pay for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization is the Personal and Advertising Injury Limit shown in the Declarations.

5. Damage To Premises Rented To You Limit

The Damage To Premises Rented To You Limit is the most we will pay under Business Liability Coverage for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, lightning or explosion, while rented to you or temporarily occupied by you with permission of the owner.

In the case of damage by fire, lightning or explosion, the Damage to Premises Rented To You Limit applies to all damage proximately caused by the same event, whether such damage results from fire, lightning or explosion or any combination of these.

6. How Limits Apply To Additional Insureds

The most we will pay on behalf of a person or organization who is an additional insured under this Coverage Part is the lesser of:

a. The limits of insurance required in a written contract, written agreement or permit; or

b. The Limits of Insurance shown in the Declarations.

Such amount shall be a part of and not in addition to the Limits of Insurance shown in the Declarations and described in this Section.

If more than one limit of insurance under this Policy and any endorsements attached thereto applies to any claim or "suit", the most we will pay under this Policy and the endorsements is the single highest limit of liability of all

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coverages applicable to such claim or "suit". However, this paragraph does not apply to the Medical Expenses limit set forth in Paragraph **3.** above.

The Limits of Insurance of this Coverage Part 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 purposes of determining the Limits of Insurance.

E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

a. Notice Of Occurrence Or Offense

You or any additional insured under this Coverage Part must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

b. Notice Of Claim

If a claim is made or "suit" is brought against any insured, you or any additional insured under this Coverage Part must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You or any additional insured under this Coverage Part must see to it that we receive a written notice of the claim or "suit" as soon as practicable.

c. Assistance And Cooperation Of The Insured

You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation, settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization that may be liable to the insured because of injury or damage to which this insurance may also apply.

d. Obligations At The Insured's Own Cost

No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

e. Additional Insured's Other Insurance

If we cover a claim or "suit" under this Coverage Part that may also be covered by other insurance available to an additional insured under this Coverage Part, such additional insured must submit such claim or "suit" to the other insurer for defense and indemnity.

However, this provision does not apply to the extent that you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with such additional insured's own insurance.

f. Knowledge Of An Occurrence, Offense, Claim Or Suit

Paragraphs **a.** and **b.** apply to you or to any additional insured under this Coverage Part only when such "occurrence", offense, claim or "suit" is known to:

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(1) You or any additional insured under this Coverage Part that is an individual;

(2) Any partner, if you or an additional insured under this Coverage Part is a partnership;

(3) Any manager, if you or an additional insured under this Coverage Part is a limited liability company;

(4) Any "executive officer" or insurance manager, if you or an additional insured under this Coverage Part is a corporation;

(5) Any trustee, if you or an additional insured under this Coverage Part is a trust; or

(6) Any elected or appointed official, if you or an additional insured under this Coverage Part is a political subdivision or public entity.

This Paragraph **f.** applies separately to you and any additional insured under this Coverage Part.

3. Legal action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this insurance or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Separation Of Insureds

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

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom a claim is made or "suit" is brought.

5. Representations

a. When You Accept This Policy

By accepting this Policy, you agree:

(1) The statements in the Declarations are accurate and complete;

(2) Those statements are based upon representations you made to us; and

(3) We have issued this Policy in reliance upon your representations.

b. Unintentional Failure To Disclose Hazards

If unintentionally you should fail to disclose all hazards relating to the conduct of your business at the inception date of this Coverage Part, we shall not deny any coverage under this Coverage Part because of such failure.

6. Other Insurance

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

a. Primary Insurance

This insurance is primary except when **b.** below applies. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis:

(1) Your Work

That is Fire, Extended Coverage, Builder's Risk, Installation Risk, Owner Controlled Insurance Program or OCIP, Contractor Controlled Insurance Program or CCIP, Wrap Up Insurance or similar coverage for "your work";

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(2) Premises Rented To You

That is fire, lightning or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(3) Tenant Liability

That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner;

(4) Aircraft, Auto Or Watercraft

If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **B.** Exclusions.

(5) Property Damage To Borrowed Equipment Or Use Of Elevators

If the loss arises out of "property damage" to borrowed equipment or the use of elevators to the extent not subject to Exclusion **k.** of Section **B.** Exclusions.

(6) When You Are Added As An Additional Insured To Other Insurance

That is other insurance available to you covering liability for damages arising out of the premises or operations, or products and completed operations, for which you have been added as an additional insured by that insurance; or

(7) When You Add Others As An Additional Insured To This Insurance

That is other insurance available to an additional insured.

However, the following provisions apply to other insurance available to any person or organization who is an additional insured under this Coverage Part:

(a) Primary Insurance When Required By Contract

This insurance is primary if you have agreed in a written contract, written agreement or permit that this insurance be primary. If other insurance is also primary, we will share with all that other insurance by the method described in **c.** below.

(b) Primary And Non-Contributory To Other Insurance When Required By Contract

If you have agreed in a written contract, written agreement or permit that this insurance is primary and non-contributory with the additional insured's own insurance, this insurance is primary and we will not seek contribution from that other insurance.

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

When this insurance is excess, we will have no duty under this Coverage Part to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

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

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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.

7. Transfer Of Rights Of Recovery Against Others To Us

a. Transfer Of Rights Of Recovery

If the insured has rights to recover all or part of any payment, including Supplementary Payments, we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them. This condition does not apply to Medical Expenses Coverage.

b. Waiver Of Rights Of Recovery (Waiver Of Subrogation)

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

F. LIABILITY AND MEDICAL EXPENSES DEFINITIONS

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

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

b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purpose of attracting customers or supporters is considered an advertisement.

2. "Advertising idea" means any idea for an "advertisement".

3. "Asbestos hazard" means an exposure or threat of exposure to the actual or alleged properties of asbestos and includes the mere presence of asbestos in any form.

4. "Auto" means:

a. A land motor vehicle, trailer or semi-trailer 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 or motor vehicle registration 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 and, if arising out of the above, mental anguish or death at any time.

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 **a.** above;

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 **a.** above;

(2) The activities of a person whose home is in the territory described in **a.** above, but is away for a short time on your business; or

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(3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication.

provided the insured's responsibility to pay damages is determined in the United States of America (including its territories and possessions), Puerto Rico or Canada, in a "suit" on the merits according to the substantive law in such territory, or in a settlement we agree to.

7. "Electronic data" means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of "electronic data", means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
10. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
11. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
    a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
    b. You have failed to fulfill the terms of a contract or agreement;

    if such property can be restored to use by:
    a. The repair, replacement, adjustment or removal of "your product" or "your work"; or
    b. Your fulfilling the terms of the contract or agreement.
12. "Insured contract" means:
    a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning or explosion to premises while rented to you or temporarily occupied by you with permission of the owner is subject to the Damage To Premises Rented To You limit described in Section **D.** Liability And Medical Expenses Limits Of Insurance.
    b. A sidetrack agreement;
    c. Any easement or license agreement, including an easement or license agreement in connection with construction or demolition operations on or within 50 feet of a railroad;
    d. Any obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
    e. An elevator maintenance agreement; or
    f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

       Paragraph **f.** includes that part of any contract or agreement that indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing.

       However, Paragraph **f.** does not include that part of any contract or agreement:

       (1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
           (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or
           (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or

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(2) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(1)** above and supervisory, inspection, architectural or engineering activities.

13. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

14. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

15. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, on which are permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in **a., b., c.,** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in **a., b., c.,** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where they are licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law or motor vehicle registration law are considered "autos".

16. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

17. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

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a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person or organization occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral, written, electronic, or any other manner of publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral, written, electronic, or any other manner of publication of material that violates a person's right of privacy;

f. Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or

g. Infringement of copyright, slogan, or title of any literary or artistic work, in your "advertisement".

18. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

19. "Products-completed operations hazard";

a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

(1) Products that are still in your physical possession; or

(2) Work that has not yet been completed or abandoned. However, "your work" will be deemed to be completed at the earliest of the following times:

(a) When all of the work called for in your contract has been completed.

(b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.

(c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

The "bodily injury" or "property damage" must occur away from premises you own or rent, unless your business includes the selling, handling or distribution of "your product" for consumption on premises you own or rent.

b. Does not include "bodily injury" or "property damage" arising out of:

(1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or

(2) The existence of tools, uninstalled equipment or abandoned or unused materials.

20. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of "occurrence" that caused it.

As used in this definition, "electronic data" is not tangible property.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

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22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Unmanned aircraft" means an aircraft that is not:

a. Designed;

b. Manufactured; or

c. Modified after manufacture;

to be controlled directly by a person from within or on the aircraft.

24. "Volunteer worker" means a person who:

a. Is not your "employee";

b. Donates his or her work;

c. Acts at the direction of and within the scope of duties determined by you; and

d. Is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

25. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

26. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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BLANKET ADDITIONAL INSURED BY CONTRACT – UMBRELLA

This endorsement modifies insurance provided under the following:

UMBRELLA LIABILITY SUPPLEMENTAL POLICY

Except as otherwise stated in this endorsement, the terms and conditions of the Supplemental Policy apply.

A. The following is added to Paragraph **2.** of Section **C. WHO IS AN INSURED**:

a. Any person or organization when you have agreed, because of a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision, to provide insurance such as is afforded under this Supplemental Policy, but only with respect to your operations performed by you or on your behalf, "your work" or facilities owned or used by you.

This provision does not apply:

(1) Unless the written contract or written agreement has been executed, or the permit has been issued, prior to the "bodily injury," "property damage," or "personal and advertising injury";

(2) Unless the limits of liability specified in such written contract, written agreement or permit are greater than the limits of liability provided by the "underlying insurance"; and

(3) Beyond the period of time required by the written contract, written agreement or permit;

However, no such person or organization is an "insured" under this provision if such person or organization qualifies as an "insured" by any other provision of this Supplemental Policy.

b. With respect to the insurance afforded to the persons or organizations qualifying as an "insured" in Paragraph **a.** above, the following additional exclusion applies:

(1) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an "insured", if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

c. The insurance afforded to such "insured" will not be broader than that which you are required by the contract, agreement or permit to provide for such "insured".

d. The insurance afforded to such "insured" only applies to the extent permitted by law.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

THE HARTFORD

BLANKET ADDITIONAL INSURED BY CONTRACT

This endorsement modifies insurance provided under the following:

BUSINESS LIABILITY COVERAGE FORM

Except as otherwise stated in this endorsement, the terms and conditions of the Policy apply.

A. The following is added to Section **C. WHO IS AN INSURED**:

Additional Insureds When Required By Written Contract, Written Agreement Or Permit

The person(s) or organization(s) identified in Paragraphs **a.** through **f.** below are additional insureds when you have agreed, in a written contract or written agreement, or when required by a written permit issued by a state or governmental agency or subdivision or political subdivision that such person or organization be added as an additional insured on your Coverage Part, provided the injury or damage occurs subsequent to the execution of the contract or agreement, or the issuance of the permit.

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

However, no such person or organization is an additional insured under this provision if such person or organization is included as an additional insured by any other endorsement issued by us and made a part of this Coverage Part.

The insurance afforded to such additional insured will not be broader than that which you are required by the contract, agreement, or permit to provide for such additional insured.

The insurance afforded to such additional insured only applies to the extent permitted by law.

The limits of insurance that apply to additional insureds are described in Section **D. LIABILITY AND MEDICAL EXPENSES LIMITS OF INSURANCE**. How this insurance applies when other insurance is available to an additional insured is described in the Other Insurance Condition in Section **E. LIABILITY AND MEDICAL EXPENSES GENERAL CONDITIONS**.

a. Vendors

Any person(s) or organization(s) (referred to below as vendor), but only with respect to "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business and only if this Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(1) The insurance afforded to the vendor is subject to the following additional exclusions:

This insurance does not apply to:

(a) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

(b) Any express warranty unauthorized by you;

(c) Any physical or chemical change in the product made intentionally by the vendor;

(d) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

(e) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

(f) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

(g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

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(h) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

(i) The exceptions contained in Paragraphs **(d)** or **(f)**; or

(ii) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(2) This insurance does not apply to any insured person or organization from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

b. Lessors Of Equipment

(1) Any person or organization from whom you lease equipment; but only with respect to their liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after you cease to lease that equipment.

c. Lessors Of Land Or Premises

(1) Any person or organization from whom you lease land or premises, but only with respect to liability arising out of the ownership, maintenance or use of that part of the land or premises leased to you.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) Any "occurrence" which takes place after you cease to lease that land or be a tenant in that premises; or

(b) Structural alterations, new construction or demolition operations performed by or on behalf of such person or organization.

d. Architects, Engineers Or Surveyors

(1) Any architect, engineer, or surveyor, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In connection with your premises; or

(b) In the performance of your ongoing operations performed by you or on your behalf.

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

(a) This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services, including:

(i) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(ii) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service.

(b) This insurance does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

e. State Or Governmental Agency Or Subdivision Or Political Subdivision Issuing Permit

(1) Any state or governmental agency or subdivision or political subdivision, but only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit.

(2) With respect to the insurance afforded to these additional insureds, this insurance does not apply to:

(a) "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

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(b) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

f. Any Other Party

(1) Any other person or organization who is not in one of the categories or classes listed above in Paragraphs **a.** through **e.** above, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

(a) In the performance of your ongoing operations performed by you or on your behalf;

(b) In connection with your premises owned by or rented to you; or

(c) In connection with "your work" and included within the "products-completed operations hazard", but only if:

(i) The written contract, written agreement or permit requires you to provide such coverage to such additional insured; and

(ii) This Coverage Part provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard".

(2) With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

(a) The preparing, approving, or failure to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, designs or drawings and specifications; or

(b) Supervisory, surveying, inspection, architectural or engineering activities.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an insured, if the "bodily injury", "property damage", or "personal and advertising injury" arises out of the rendering of or the failure to render any professional service described in Paragraphs **f.(2)(a)** or **f.(2)(b)** above.

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UMBRELLA LIABILITY SUPPLEMENTAL POLICY

In this Supplemental Policy the words "you" and "your" refer to the Named Insured first shown in the Supplemental Policy Declarations and any other person or organization qualifying as a Named Insured under this Supplemental Policy. The words "we", "us" and "our" refer to the insurance company shown in the Supplemental Policy Declarations.

Other words and phrases that appear in quotation marks also have special meanings. Refer to Section **F. DEFINITIONS**.

IN RETURN FOR THE PAYMENT OF THE PREMIUM and in reliance upon the statements in the Supplemental Policy Declarations made a part hereof, and subject to all of the terms of this Supplemental Policy we agree with you as follows:

A. COVERAGES

1. Umbrella Liability Insurance

Insuring Agreement

a. We will pay those sums that the "insured" becomes legally obligated to pay as "damages" in excess of the "underlying insurance" or of the "self-insured retention" when no "underlying insurance" applies, because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies caused by an "occurrence". But, the amount we will pay as "damages" is limited as described in Section **D. LIMITS OF INSURANCE**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Section **B. INVESTIGATION, DEFENSE, SETTLEMENT**.

b. This insurance applies to "bodily injury", "property damage" or "personal and advertising injury" only if:

(1) The "bodily injury" or "property damage" occurs during the "policy period", or the "personal and advertising injury" is caused by an offense committed during the "policy period"; and

(2) Prior to the "policy period", no "insured" listed under Paragraph **1.** of Section **C. WHO IS AN INSURED** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed "insured" or authorized "employee" knew, prior to the "policy period", that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the "policy period" will be deemed to have been known prior to the "policy period".

c. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any "insured" listed under Paragraph **1.** of Section **C. WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for "damages" because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

2. Exclusions

This Supplemental Policy does not apply to:

a. Pollution

Any obligation:

(1) To pay for the cost of investigation, defense or settlement of any claim or "suit" against any "insured" alleging actual or threatened injury or damage of any nature or kind to persons or property which arises out of or would not have occurred but for the "pollution hazard"; or

(2) To pay any "damages", judgments, settlements, loss, costs or expenses that may be awarded or incurred:

(a) By reason of any such claim or "suit" or any such injury or damage; or

(b) In complying with any action authorized by law and relating to such injury or damage.

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EXCEPTION

This exclusion does not apply:

(a) To "bodily injury" to any of your "employees" arising out of and in the course of their employment by you; or

(b) To injury or damage as to which valid and collectible "underlying insurance" with at least the minimum limits shown in the Extension Schedule Of Underlying Insurance is in force and applicable to the "occurrence". In such event, any coverage afforded by this Supplemental Policy for the "occurrence" will be subject to the pollution exclusions of the "underlying insurance" and to the conditions, limits and other provisions of this Supplemental Policy. But, in the event that such valid and collectable "underlying insurance" is not maintained with limits of liability as set forth in the Extension Schedule Of Underlying Insurance, this Exception **(b)** does not apply.

(c) Exception **(b)** also does not apply to "bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(i) That are, or that are contained in any property that is:

(aa) Being transported or towed by, or handled for movement into, onto or from, any "auto";

(bb) Otherwise in the course of transit by or on behalf of the "insured"; or

(cc) Being stored, disposed of, treated or processed in or upon any "auto";

(ii) Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto any "auto"; or

(iii) After the "pollutants" or any property in which the "pollutants" are contained are moved from any "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

(d) Paragraph **(i)** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of an "auto", covered by the "underlying insurance" or its parts, if:

(i) The "pollutants" escape, seep, migrate, or are discharged or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

(ii) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs **f.(2)** or **f.(3)**. of the definition of "mobile equipment".

(e) Paragraphs **(c)(ii)** and **(c)(iii)** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon an "auto" covered by the "underlying insurance" if:

(i) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of the "auto"; and

(ii) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

b. Workers' Compensation And Similar Laws

Any obligation of the "insured" under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

c. Contractual Liability

Liability assumed by the "insured" under any contract or agreement with respect to an "occurrence" taking place before the contract or agreement is executed.

d. Personal And Advertising Injury

"Personal and advertising injury".

(1) EXCEPTION

This exclusion does not apply to the extent that coverage for such "personal and advertising injury" is provided by "underlying insurance", but in no event shall any "personal and advertising injury" coverage

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provided under this Supplemental Policy apply to any claim or "suit" to which "underlying insurance" does not apply. This **EXCEPTION** applies only to the extent that such coverage provided by the "underlying insurance" is maintained having limits as set forth in the Schedule Of Underlying Insurance.

When this **EXCEPTION** applies, the insurance provided under this Supplemental Policy for "personal and advertising injury" will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this insurance.

This **EXCEPTION** does not apply to:

(a) Aircraft (Unmanned Aircraft)

"Personal and advertising injury" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

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 "personal and advertising injury" arises out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

However, this Paragraph **(a)** does not apply if the only allegation in the claim or "suit" involves an intellectual property right which is limited to:

(i) Infringement, in your "advertisement", of:

(aa) Copyright;

(bb) Slogan; or

(cc) Title of any literary or artistic work; or

(ii) Copying, in your "advertisement", a person's or organization's "advertising idea" or style of "advertisement"; or

(b) Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.

e. Underlying Insurance

The amount of any injury or damage:

(1) Covered by "underlying insurance" but for any defense which any underlying insurer may assert because of the "insured's" failure to comply with any condition of its coverage part, policy, or endorsement; or

(2) For which damages would have been payable by "underlying insurance" but for the actual or alleged insolvency or financial impairment of an underlying insurer.

f. Aircraft (Other Than Unmanned Aircraft)

(1) "Bodily injury" or "property damage" arising out of the ownership, operation, maintenance, use, entrustment to others, or "loading or unloading" of any aircraft (other than "unmanned aircraft"):

(a) Owned by any "insured"; or

(b) Chartered or loaned to any "insured".

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an "insured", if the "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others of any aircraft (other than "unmanned aircraft") that is owned or operated by or rented or loaned to any "insured".

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(2) This exclusion does not apply to aircraft (other than "unmanned aircraft") that is:

(a) Hired, chartered or loaned with a paid crew; but

(b) Not owned by any "insured".

(3) This exclusion does not apply to "bodily injury" to any of your "employees" arising out of and in the course of their employment by you.

g. Aircraft (Unmanned Aircraft)

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft". Use includes operation and "loading or unloading".

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 "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others of any aircraft that is an "unmanned aircraft".

h. Watercraft

"Bodily injury" or "property damage" arising out of the ownership, operation, maintenance, use, entrustment to others, "loading or unloading" of any watercraft.

This exclusion applies even if the claims allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by an "insured", if the "bodily injury" or "property damage" arises out of the ownership, maintenance, use or entrustment to others, of any watercraft that is owned or operated by or rented or loaned to, any "insured".

This exclusion does not apply to:

(1) Watercraft you do not own that is:

(a) Less than 51 feet long; and

(b) Not being used to carry persons or property for a charge;

(2) "Bodily injury" to any of your "employees" arising out of and in the course of their employment by you; or

(3) Any watercraft while ashore on premises owned by, rented to or controlled by you.

i. War

Any injury or damage, however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to property you own.

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

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This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. 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.

o. Expected Or Intended

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

p. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the "insured" arising out of and in the course of:

(a) Employment by the "insured"; or

(b) Performing duties related to the conduct

of the "insured's" business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies whether the "insured" may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

EXCEPTIONS:

This exclusion does not apply to liability assumed by the "insured" under an "insured contract".

With respect to injury arising out of an "auto" covered under the applicable "underlying insurance," this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits. For the purposes of this exclusion, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

This exclusion does not apply to the extent that valid "underlying insurance" for the employer's liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury".

To the extent this exclusion does not apply, the insurance provided under this Supplemental Policy for the employer's liability risks described above will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this insurance.

q. Property Damage To Employee's Property

With respect to coverage afforded any of your "employees", "property damage" to property owned or occupied by or rented or loaned to:

(1) That "employee";

(2) Any of your other "employees";

(3) Any of your partners or members (if you are a partnership or joint venture); or

(4) Any of your members (if you are a limited liability company).

r. First–Party Auto Or Mobile Equipment Coverages

Any claim arising out of or relating to an "auto" or "mobile equipment" for:

(1) Uninsured or underinsured motorists coverage;

(2) Personal injury protection;

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(3) Auto medical payments coverage;

(4) First-party physical damage coverage; or

(5) Any similar no-fault coverage by whatever name called;

unless this Supplemental Policy is endorsed to provide such coverage.

s. Employment Practices Liability

Any injury or damage to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination, malicious prosecution or false arrest directed at that person; or

(2) The spouse, child, parent, brother or sister of that person, as a consequence of "bodily injury" or "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraphs **(1)(a)**, **(1)(b)** or **(1)(c)** above is directed.

(3) This exclusion applies:

(a) Whether the injury-causing event described in Paragraphs **(1)(a)**, **(1)(b)** or **(1)(c)** above occurs before employment, during employment or after employment of that person;

(b) Whether the "insured" may be liable as an employer or in any other capacity; and

(c) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

t. Employee Retirement Income Security Act

Any liability arising out of intentional or unintentional violation of any provision of the Employee Retirement Income Security Act of 1974, Public Law 93-406 (commonly referred to as the Revision Act of 1974), or any amendments to them.

u. Asbestos

Any injury, damages, loss, cost or expense, including but not limited to "bodily injury", "property damage" or "personal and advertising injury" arising out of, or relating to, in whole or in part, the "asbestos hazard" that:

(1) May be awarded or incurred by reason of any claim or "suit" alleging actual or threatened injury or damage of any nature or kind to persons or property which would not have occurred in whole or in part but for the "asbestos hazard"; or

(2) Arise out of any request, demand, order, or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, encapsulate, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of any "asbestos hazard"; or

(3) Arise out of any claim or "suit" for damages because of testing for, monitoring, cleaning up, removing, encapsulating, containing, treating, detoxifying or neutralizing or in any way responding to or assessing the effects of an "asbestos hazard".

v. Racing And Stunting Activities

"Bodily injury" or "property damage" arising out of the ownership, operation, maintenance, use, entrustment to others, or "loading or unloading" of an "auto" or "mobile equipment" while being used in any:

(1) Prearranged or organized racing, speed or demolition contest;

(2) Stunting activity; or

(3) Preparation for any such contest or activity.

w. Access Or Disclosure Of Confidential Or Personal Information And Data-Related Liability

(1) Damages because of "bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets,

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processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or

(2) Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

This exclusion applies even if such damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph **(1)** or **(2)** above.

However, unless Paragraph **(1)** above applies, this exclusion does not apply to "damages" because of "bodily injury".

x. Limited Underlying Coverage

Any injury, damage, loss, costs or expense, including but not limited to "bodily injury", "property damage" or "personal and advertising injury" for which:

(1) "Underlying insurance" provides coverage; but that

(2) Because of a provision within the "underlying insurance", such coverage is provided at a limit or limits of insurance that are less than the limit(s) for the "underlying insurance" shown on the Extension Schedule Of Underlying Insurance.

y. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury", "property damage", or "personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transaction Act (FACTA); or

(4) Any federal, state, or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

z. Nuclear Energy Liability Exclusion (Broad Form)

(1) "Bodily injury" or "property damage":

(a) With respect to which an "insured" under this Supplemental Policy is also an "insured" under a Nuclear Energy Liability Policy issued by the Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an "insured" under any such policy but for its termination upon exhaustion of its limit of liability; or

(b) Resulting from the "hazardous properties" of "nuclear material" and with respect to which:

(i) Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or

(ii) The "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

(2) "Bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material" if:

(a) The "nuclear material":

(i) Is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured"; or

(ii) Has been discharged or dispersed therefrom;

(b) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an "insured"; or

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(c) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion **(c)** applies only to "property damage" to such "nuclear facility" and any property thereat.

(3) As used in this exclusion:

"Property damage" includes all forms of radioactive contamination of property.

B. INVESTIGATION, DEFENSE, SETTLEMENT

1. With respect to "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies (whether or not the "self-insured retention" applies) and for which no coverage is provided under any "underlying insurance" or for which the underlying limits of any "underlying insurance" have been exhausted solely by payments of damages because of "occurrences" during the "policy period"; we:

a. Will have the right and the duty to defend any "suit" against the "insured" seeking "damages" on account thereof, even if such "suit" is groundless, false or fraudulent; but our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under coverages afforded by this Supplemental Policy;

b. May make such investigation and settlement of any claim or "suit" as we deem expedient;

c. Will pay:

(1) All expenses incurred by us;

(2) All court costs taxed against the "insured" in any "suit" defended by us. However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed against the "insured"; and

(3) All interest on the entire amount of any judgment therein which accrues after the entry of the judgment and before we have paid or tendered or deposited in court that part of the judgment which does not exceed the applicable limit of insurance;

(4) All premiums on appeal bonds required in any such "suit", premiums on bonds to release attachments in any such "suit" for an amount not in excess of the applicable limit of insurance, and the cost of bail bonds required of the "insured" because of an "accident" or traffic law violation arising out of the operation of any vehicle to which this Supplemental Policy applies, but we will have no obligation to apply for, furnish, finance, arrange for, guarantee, or collateralize, these bonds, whether the collateralization is characterized as premium or not;

(5) All reasonable expenses incurred by the "insured" at our request in assisting us in the investigation or defense of any claim or "suit", including actual loss of earnings not to exceed $500 per day per "insured";

and the amounts incurred in Paragraph c. above, are not subject to the "self-insured retention" and are payable in addition to any applicable limit of insurance.

We may pay any part or all of the "self insured retention" to pay a judgment or to effect settlement of a claim or "suit", and upon notification of the action taken, the "insured" shall promptly reimburse us for such amounts paid.

2. You agree to arrange for the investigation, defense or settlement of any claim or "suit" in any country where we may be prevented by law from carrying out this agreement. We will pay defense expenses incurred with our written consent in connection with any such claim or "suit" in addition to any applicable limit of insurance. We will also promptly reimburse you for our proper share, but subject to the applicable limit of insurance, of any settlement above the "self-insured retention" or "underlying insurance" made with our written consent.

3. We will have the right to associate at our expense with the "insured" or any underlying insurer in the investigation, defense or settlement of any claim or "suit" which in our opinion may require payment hereunder. In no event, however, will we contribute to the cost or expenses incurred by any underlying insurer.

C. WHO IS AN INSURED

1. If you are designated in the Supplemental Policy Declarations as:

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a. An individual, you and your spouse are "insureds", but only with respect to the conduct of a business, other than that described in b. through e. below, of which you are the sole owner.

b. A partnership or joint venture, you are an "insured". Your members, your partners, and their spouses are also "insureds", but only with respect to the conduct of your business.

c. A limited liability company, you are an "insured". Your members are also "insureds", but only with respect to the conduct of your business. Your managers are "insureds", but only with respect to their duties as your managers.

d. An organization other than a partnership, joint venture or limited liability company, you are an "insured". Your "executive officers" and directors are "insureds", but only with respect to their duties as your officers or directors. Your stockholders are also "insureds", but only with respect to their liability as stockholders.

e. A trust, you are an "insured". Your trustees are also "insureds", but only with respect to their duties as trustees.

2. Each of the following is also an "insured":

a. Your "volunteer workers" only while performing duties related to the conduct of your business or your "employees" other than your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts:

(1) Within the scope of their employment by you or while performing duties related to the conduct of your business; and

(2) Only if such "volunteer workers" or "employees" are "insureds" in the "underlying insurance" with limits of liability at least as high as set forth in the Extension Schedule Of Underlying Insurance, subject to all the limitations upon coverage and all other policy terms and conditions of such "underlying insurance" and this Supplemental Policy.

b. Any person or organization having proper temporary custody of your property if you die, but only:

(1) With respect to liability arising out of the maintenance or use of that property; and

(2) Until your legal representative has been appointed.

c. Your legal representative if you die, but only with respect to his or her duties as such. That representative will have all your rights and duties under this insurance.

3. With respect to any "auto", any person or entity that qualifies as an insured under the "underlying insurance" is an "insured" under this Supplemental Policy, subject to all the limitations of such "underlying insurance".

4. With respect to "mobile equipment", any person is an "insured" while driving such equipment along a public highway with your permission. Any other person or organization responsible for the conduct of such person is also an "insured", but only with respect to liability arising out of the operation of the equipment, and only if no other insurance of any kind is available to that person or organization for this liability. However, no person or organization is an "insured" with respect to:

a. "Bodily injury" to a co-"employee" of the person driving the equipment; or

b. "Property damage" to property owned by, rented to, in the charge of or occupied by you or the employer of any person who is an "insured" under this provision.

5. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain financial interest of more than 50% of the voting stock, will qualify as an "insured" if there is no other similar insurance available to that organization.

However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the "policy period", whichever is earlier;

b. This insurance does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. This insurance does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

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6. Each person or organization, not included as an "insured" in Paragraphs **1.**, **2.**, **3.**, **4.**, or **5.**, who is an insured in the "underlying insurance" is an "insured" under this Supplemental Policy subject to all the terms, conditions and limitations of such "underlying insurance".

   With respect to any person or organization who is not an insured under "underlying insurance" but qualifies as an "insured" under this Supplemental Policy, coverage under this Supplemental Policy shall apply only to loss in excess of the amount of the "underlying insurance" or "self-insured retention" applicable to you.

   However, coverage afforded by reason of the provisions set forth above applies only to the extent:

   a. Of the scope of coverage provided by the applicable "underlying insurance" but in no event shall coverage be broader than the scope of coverage provided by this Supplemental Policy and any endorsements attached hereto; and

   b. That such coverage provided by the applicable "underlying insurance" is maintained having limits as set forth in the Extension Schedule Of Underlying Insurance.

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

D. LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Supplemental Policy Declarations and the rules below fix the most we will pay regardless of the number of:
   a. "Insureds";
   b. Claims made or "suits" brought;
   c. Persons or organizations making claims or bringing "suits"; or
   d. Coverages under which "damages" are covered under this Supplemental Policy.
2. The Limit of Insurance stated as the General Aggregate Limit is the most we will pay for the sum of "damages", other than "damages":
   a. Because of injury or damage included within the "products-completed operations hazard";
   b. Because of "bodily injury" by disease to your "employees" arising out of and in the course of their employment by you; and
   c. Because of "bodily injury" or "property damage" arising out of the ownership, operation, maintenance, use, entrustment to others, or "loading or unloading" of any "auto".
3. The Limit of Insurance stated as the Products Completed Operations Aggregate Limit is the most we will pay for "damages" included within the "products-completed operations hazard".
4. The Limit of Insurance stated as the Bodily Injury By Disease Aggregate Limit is the most we will pay for "damages" because of "bodily injury" by disease to your "employees" arising out of and in the course of their employment by you.
5. Subject to Paragraphs **2.**, **3.**, or **4.** above, whichever applies, the Each Occurrence Limit is the most we will pay for "damages" because of all "bodily injury", "property damage", and "personal and advertising injury" arising out of any one "occurrence".
6. If coverage provided to an additional insured under this Supplemental Policy is required by a written contract, written agreement or permit, the most we will pay on behalf of the additional insured is the amount of insurance:
   a. Required by the written contract, written agreement or permit, less any amounts payable by any "underlying insurance"; or
   b. Available under the applicable Limits of Insurance shown in the Supplemental Policy Declarations, whichever is less.

   Such additional insured coverage provided by this Supplemental Policy will not be broader than coverage provided by the "underlying insurance".

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7. Our obligations under this insurance, except for our obligations under the Cancellation and Nonrenewal Conditions, end when the applicable Limit of Insurance available is used up. If we pay any amounts for "damages" in excess of that Limit of Insurance, you agree to reimburse us for such amounts.
8. The limits of this Supplemental Policy 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 Supplemental Policy Declarations. However, if the "policy period" is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period for the purpose of determining the Limits of Insurance.

E. CONDITIONS

1. Premium

All premiums for this Supplemental Policy shall be computed in accordance with the Premium Section of the Supplemental Policy Declarations. The premium stated as such in the Supplemental Policy Declarations is a deposit premium only which shall be credited to the amount of any earned premium. At the end of the "policy period", the earned premium may be recomputed for such period, and upon notice thereof to the Named Insured first shown in the Supplemental Policy Declarations, shall become due and payable by such Named Insured. If the total earned premium for the "policy period" is less than the premium previously paid and more than the minimum premium, we shall return to such Named Insured the unearned portion paid by such Named Insured.

The Named Insured first shown in the Supplemental Policy Declarations shall maintain records of such information as is necessary for premium computation, and shall send copies of such records to us upon our request.

2. Inspection And Audit

We shall be permitted but not obligated to inspect your property and operations at any time. Neither our right to make inspections, nor the making thereof, nor any report thereon, shall constitute an undertaking on your behalf or for your benefit or that of others to determine or warrant that such property or operations are:

a. Safe;

b. Healthful; or

c. In compliance with any law, rule or regulation.

We may examine and audit your books and records at any time during the "policy period" and extensions thereof and within three years after the final termination of this Supplemental Policy, insofar as they relate to the subject matter of this Supplemental Policy.

3. Duties In The Event Of Occurrence, Claim Or Suit

a. You, or any other "insured" under this Supplemental Policy must see to it that we are notified as soon as practicable of an "occurrence" which may result in a claim under this Supplemental Policy.

(1) This requirement applies only when such "occurrence" is known to any of the following:

(a) You, or any other "insured" under this Supplemental Policy that is an individual;

(b) Any partner, if you or any other "insured" under this Supplemental Policy is a partnership;

(c) Any manager, if you or any other "insured" under this Supplemental Policy is a limited liability company;

(d) Any "executive officer" or insurance manager, if you or any other "insured" under this Supplemental Policy is a corporation.

(e) Any trustee, if you or any other "insured" under this Supplemental Policy is a trust; or

(f) Any elected or appointed official, if you or any other "insured" under this Supplemental Policy is a political subdivision or public entity.

This duty applies separately to you and any other "insured" under this Supplemental Policy.

(2) To the extent possible, notice should include:

(a) How, when and where the "occurrence" took place;

(b) The names and addresses of any injured persons and witnesses; and

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(c) The nature and location of any injury or damage arising out of the "occurrence".

b. If a claim is made or "suit" is brought against any "insured", you or any other "insured" under this Supplemental Policy must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us in writing as soon as practicable if the claim or "suit" is likely to exceed the amount of the "self-insured retention" or "underlying insurance", whichever applies.

c. You or any other "insured" under this Supplemental Policy must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit" involving or likely to involve a sum in excess of any "self-insured retention" or "underlying insurance", whichever applies;

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request in the enforcement of any right against any person or organization that may be liable to any "insured" because of injury or damage to which this Supplemental Policy or any "underlying insurance" or "self-insured retention" may also apply.

d. No "insured" will, except at that "insured's" own cost, make or agree to any settlement for a sum in excess of:

(1) The total limits of "underlying insurance"; or

(2) The "self-insured retention" if no "underlying insurance" applies,

without our consent.

e. No "insured" will, except at that "insured's" own cost, make a payment, assume any obligation, or incur any expenses, other than first aid, without our consent.

4. Assistance And Cooperation Of The Insured

The "insured" shall:

a. Cooperate with us and comply with all the terms and conditions of this Supplemental Policy; and

b. Cooperate with any of the underlying insurers as required by the terms and conditions of the "underlying insurance" and comply with all the terms and conditions thereof.

The "insured" shall enforce any right of contribution or indemnity against any person or organization who may be liable to the "insured" because of "bodily injury", "property damage" or "personal and advertising injury" with respect to this Supplemental Policy or any "underlying insurance".

5. Legal Action Against Us

No person or organization has a right under this Supplemental Policy:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an "insured"; or

b. To sue us on this Supplemental Policy unless all of its terms and those of the "underlying insurance" have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an "insured"; but, we will not be liable for damages that are not payable under the terms of this Supplemental Policy or that are in excess of the applicable Limits of Insurance. An agreed settlement means a settlement and release of liability signed by us, the "insured" and the claimant or the claimant's legal representative.

6. Appeals

a. In the event the "insured", or any insurers providing coverage to which this Supplemental Policy is excess, elects to appeal a judgment in excess of such "underlying insurance", any applicable self-insured retention, and any other valid and collectible insurance, we shall be liable, in addition to the applicable Limit of Insurance, to pay the premium on appeal bonds for that portion of the judgment in excess of the "underlying insurance", self-insured retention, and any other valid and collectible insurance and within the applicable limit of insurance under this Supplemental Policy, but we will have no obligation to apply for, furnish, finance, arrange for, guarantee, or collateralize, those bonds, whether the collateralization is characterized as premium or not.

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However, if we have paid, offered to pay, or deposited in court that part of the judgment that is within the applicable limit of this Supplemental Policy, then we will have no obligation to pay any premium on an appeal bond, and the "insured" or the "insured's" underlying insurers or both will bear:

(1) The full cost and duty of obtaining any appeal bond; and

(2) The taxable costs, disbursements and additional interest incidental to such appeal.

If the claim is settled for less than the judgment amount, we shall only be liable for that portion of the settlement that is in excess of any applicable "underlying insurance", self-insured retention, and any other valid and collectible insurance and within the applicable limit of this Supplemental Policy.

b. If the "insured", or any insurers providing coverage to which this Supplemental Policy is excess, elect not to appeal a judgment in excess of such "underlying insurance", applicable self-insured retention, and any other valid and collectible insurance, then we shall have the right to pursue such appeal. In that case, if the "insured" or the "insured's" underlying insurers have paid, offered to pay, or deposited in court that part of the judgment that is within the applicable limit of such "underlying insurance", self- insured retention, and any other valid and collectible insurance, then we shall be liable, in addition to the applicable limit of insurance, for:

(1) All expenses incurred by us;

(2) All court costs taxed against the "insured" in connection with such appeal. However, such costs do not include attorneys' fees, attorneys' expenses, witness or expert fees, or any other expenses of a party taxed against the "insured";

(3) All interest on the entire amount of the judgment which accrues after the "insured" or the "insured's" underlying insurers have paid, offered to pay, or deposited in court that part of the judgment which is within the limits of the "underlying insurance" self-insured retention, and any other valid and collectible insurance; and

(4) All premiums on appeal bonds for the amount of the judgment that is within the limits of any self-insured retention, "underlying insurance", and this Supplemental Policy, but we will have no obligation to apply for, furnish, finance, arrange for, guarantee, or collateralize, those bonds, whether the collateralization is characterized as premium or not;

7. Other Insurance

This Supplemental Policy shall apply in excess of all "underlying insurance" whether or not valid and collectible. It shall also apply in excess of other valid and collectible insurance (except other insurance purchased specifically to apply in excess of this insurance) which also applies to any loss for which insurance is provided by this Supplemental Policy.

These excess provisions apply, whether such other insurance is stated to be:

a. Primary;

b. Contributing;

c. Excess; or

d. Contingent;

Provided that if such other insurance provides umbrella coverage in excess of "underlying insurance" or a self-insured retention, this Supplemental Policy shall contribute therewith with respect to "damages".

However, in the event that there is such other umbrella coverage available to cover such excess loss on an excess basis, we will pay only our share of the amount of such excess loss payable under this Supplemental Policy.

8. Transfer Of Rights Of Recovery Against Others To Us

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

b. Recoveries shall be applied to reimburse:

(1) First, any interest (including the Named Insured) that paid any amount in excess of our limit of liability;

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(2) Second, us, along with any other insurers with whom we participate in a loss on a quota share basis at the same layer;

(3) Third, such interests (including the Named Insured) of whom this insurance is excess.

However, a different apportionment may be made to effect settlement of a claim by agreement signed by all interests.

c. Reasonable expenses incurred in the exercise of rights of recovery shall be apportioned among all interests in the ratio of their respective losses for which recovery is sought.

9. Changes

This Supplemental Policy contains all the agreements between you and us concerning the insurance afforded. Notice to any agent, or knowledge possessed by any agent or any other person shall not effect a waiver or a change in any part of this Supplemental Policy, or stop us from asserting any rights under the terms of this Supplemental Policy.

The Named Insured first shown in the Supplemental Policy Declarations is authorized on behalf of all "insureds" to agree with us on changes in the terms of this Supplemental Policy.

If the terms are changed, the changes will be shown in an endorsement issued by us and made a part of this Supplemental Policy.

10. Separation Of Insureds

Except with respect to the Limits of Liability, and any rights or duties specifically assigned in this Supplemental Policy to the Named Insured first shown in the Supplemental Policy Declarations, 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.

11. Maintenance Of Underlying Insurance

Policies, endorsements, and coverage parts affording in total the coverage and limits stated in the Extension Schedule Of Underlying Insurance shall be maintained in full effect during the currency of this Supplemental Policy. Your failure to comply with the foregoing shall not invalidate this Supplemental Policy, but in the event of such failure, we shall be liable only to the extent that we would have been liable had you complied with this Paragraph **11.**

The Named Insured first shown in the Supplemental Policy Declarations shall give us written notice as soon as practicable of any of the following:

a. Any change in the coverage or in the limits of any "underlying insurance", including but not limited to a change from occurrence coverage to claims made coverage;

b. Termination of part or all of one or more of the policies, endorsements, or coverage parts of "underlying insurance";

c. Reduction or exhaustion of an aggregate limit of liability of any "underlying insurance".

The "self-insured retention" shall not apply should the "underlying insurance" be exhausted by the payment of claims or "suits" which are also covered by this Supplemental Policy.

12. Cancellation

a. The Named Insured first shown in the Supplemental Policy Declarations may cancel this Supplemental Policy by mailing or delivering to us or to any of our authorized agents advance written notice of cancellation.

b. We may cancel this Supplemental Policy by mailing or delivering to the Named Insured first shown in the Supplemental Policy Declarations at the address shown in the Supplemental Policy Declarations, written notice of cancellation at least:

(1) 10 days before the effective date of cancellation if such Named Insured fails to pay the premium or any installment when due; or

(2) 30 days before the effective date of cancellation if we cancel for any other reason.

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c. If notice is mailed, proof of mailing will be sufficient proof of notice. Notice will state the effective date of cancellation. The "policy period" will end on that date. Delivery of such notice by the Named Insured first shown in the Supplemental Policy Declarations or by us will be equivalent to mailing.

d. If the Named Insured first shown in the Supplemental Policy Declarations cancels, the refund may be less than pro rata, but we will retain any minimum premium stated as such in the Supplemental Policy Declarations. If we cancel, the refund will be pro rata. The cancellation will be effective even if we have not made or offered a refund.

13. Nonrenewal

a. If we decide not to renew, we will mail or deliver to the Named Insured first shown in the Supplemental Policy Declarations, at the address shown in the Supplemental Policy Declarations, written notice of nonrenewal at least 30 days before the end of the "policy period".

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

c. If we offer to renew but such Named Insured does not accept, this Supplemental Policy will not be renewed at the end of the current "policy period".

14. Workers' Compensation Agreement

With respect to "bodily injury" to any officer or other "employee" arising out of and in the course of employment by you, you represent and agree that you have not abrogated and will not abrogate your defenses under any Workers' Compensation Law by rejection of such law or otherwise. If at any time during the "policy period" you abrogate such defenses, the insurance for "bodily injury" to such officer or other "employee" automatically terminates at the same time.

15. Bankruptcy Or Insolvency Of Insured

In the event of the bankruptcy or insolvency of the "insured" or any entity comprising the "insured", we shall not be relieved of any of our obligations under this Supplemental Policy.

16. Representations Or Fraud

By accepting this Supplemental Policy, you agree:

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

b. The statements in the Extension Schedule Of Underlying Insurance are accurate and complete;

c. The statements in **a.** and **b.** are based upon representations you made to us;

d. We have issued this Supplemental Policy in reliance upon your representations; and

e. This Supplemental Policy is void in any case of fraud by you as it relates to this Supplemental Policy or any claim under this Supplemental Policy.

F. DEFINITIONS

Except as otherwise provided in this Section or amended by endorsement, the words or phrases that appear in quotation marks within this Supplemental Policy shall follow the definitions of the applicable "underlying insurance".

1. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".

2. "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 or motor vehicle registration law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Covered pollution cost or expense":

a. Means any cost or expense arising out of:

(1) Any request, demand or order; or

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(2) Any claim or "suit" by or on behalf of a governmental authority demanding

that the "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

b. Does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

(1) That are, or that are contained in any property that is:

(a) Being transported or towed by, handled, or handled for movement into, onto or from, any "auto";

(b) Otherwise in the course of transit by or on behalf of the "insured"; or

(c) Being stored, disposed of, treated or processed in or upon any "auto"; or

(2) Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto any "auto"; or

(3) After the "pollutants" or any property in which the "pollutants" are contained are moved from any "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

c. Paragraph **(1)(a)** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of an "auto", covered by the "underlying insurance" or its parts, if:

(1) The "pollutants" escape, seep, migrate, or are discharged or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and

(2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs **f.(2)** or **f.(3)** of the definition of "mobile equipment".

d. Paragraphs **b.(1)(b)** and **b.(1)(c)** above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon an "auto" covered by the "underlying insurance" if:

(1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of the "auto"; and

(2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

4. "Damages" means a monetary award, monetary settlement or monetary judgment. "Damages" include prejudgment interest awarded against the "insured" on that part of the judgment we pay.

a. The following are not considered "damages" and are not covered by this Supplemental Policy:

(1) Fines, penalties, sanctions or taxes;

(2) Attorney's fees and costs associated with any non-monetary relief awarded against the "insured"; or

(3) Any monetary award, monetary settlement or monetary judgment for which insurance is prohibited by the law(s) applicable to the construction of this Supplemental Policy.

5. "Hazardous properties" include radioactive, toxic or explosive properties.

6. "Insured" means any person or organization qualifying as an "insured" in the applicable Who Is An Insured provision of this Supplemental Policy, including any additional insured added by endorsement. The insurance afforded applies separately to each "insured" against whom claim is made or "suit" is brought, except with respect to the limit of our liability under Section **D. LIMITS OF INSURANCE**.

7. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, on which are permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

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(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in **a.**, **b.**, **c.**, or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in **a., b., c.,** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment, of at least 1,000 pounds gross vehicle weight, designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance or motor vehicle registration law where they are licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law or motor vehicle registration law are considered "autos".

8. "Nuclear facility" means:

a. Any "nuclear reactor";

b. Any equipment or device designed or used for:

(1) Separating the isotopes of uranium or plutonium;

(2) Processing or utilizing "spent fuel"; or

(3) Handling, processing or packaging "waste";

c. Any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235; or

d. Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste"; and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

9. "Nuclear material" means source material, special nuclear material or by-product material.

Source material, special nuclear material and by-product material have the meanings given to them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

10. "Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

11. "Occurrence" means:

a. With respect to "bodily injury" or "property damage", an "accident", including continuous or repeated exposure to substantially the same general harmful conditions; and

b. With respect to "personal and advertising injury", an offense described in the definition of "personal and advertising injury" in the "underlying insurance".

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12. "Policy period" as used in this Supplemental Policy means the period beginning with the effective date stated as such in the Supplemental Policy Declarations and ending with the earlier of:

a. The date of cancellation of this Supplemental Policy; or

b. The expiration date stated as such in the Supplemental Policy Declarations.

13. "Pollution hazard" means an actual exposure or threat of exposure to the corrosive, toxic or other harmful properties of any solid, liquid, gaseous or thermal:

a. Pollutants;

b. Contaminants;

c. Irritants; or

d. Toxic substances;

including smoke, vapors, soot, fumes, acids, alkalis, chemicals, or waste materials consisting of or containing any of the foregoing. Waste includes materials to be recycled, reconditioned, or reclaimed.

14. "Self-insured retention" means the amount stated as such in the Supplemental Policy Declarations which is retained and payable by the "insured" with respect to each "occurrence".

15. "Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

16. "Underlying insurance" means the insurance policies, coverage parts, and endorsements listed in the Extension Schedule Of Underlying Insurance, including any renewals or replacements thereof, which provide the underlying coverages and limits stated in the Schedule Of Underlying Insurance.

The limits of "underlying insurance" include:

(1) Any applicable deductible amount;

(2) Any participation of any "insured"; and

(3) Any applicable self-insured retention;

Less the amount, if any, by which the aggregate limit of such insurance has been reduced by any payment relating to any act, error, omission, injury, damage or offense for which insurance is provided by this Supplemental Policy. The coverages and limits of such policies, coverage parts, and endorsements and any such deductible amount, participation or "self-insured retention" shall be deemed to be applicable regardless of:

(1) Any defense which any underlying insurer may assert because of the "insured's" failure to comply with any condition of its policy, coverage part, or endorsement; or

(2) The actual or alleged insolvency or financial impairment of any underlying insurer or any "insured".

The risk of insolvency or financial impairment of any underlying insurer or any "insured" is borne by you and not by us.

17. "Waste" means any waste material:

a. Containing by-product material other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content; and

b. Resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

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Placentia City Council
AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DAVID RADOMSKI, SERGEANT

DATE: JANUARY 10, 2023

SUBJECT: **CONSOLIDATION AND EXTENSION OF EXISTING REMOTE SURVEILLANCE CAMERA SYSTEM WITH ADDITIONAL EQUIPMENT PURCHASE**

FISCAL IMPACT:

EXPENSE:	$ 28,979	TOTAL MAXIMUM PURCHASE PRICE (101523-6840)
	$ 68,340	RECURRING HOSTING AND MONITORING (PER YEAR)
	$ 23,400	CONTINGENCY/MAINTENANCE FUND (101523-6840)
BUDGETED:	$120,719	(101523-6290)

SUMMARY:

Since 2017 multiple city departments (Police, Fire & Life Safety, Public Works, and Community Services) have purchased remote viewing capable surveillance cameras to protect City assets and reduce criminal behavior at various locations throughout the City. These cameras have been purchased using each department's discretionary funds and maintained at a per-site basis. While these systems have become vital in keeping our City infrastructure and community safe, the funding amounts and locations of the cameras has become increasingly difficult to manage and has created unnecessary billing and/or procurement obstacles.

As such, City management has requested Staff to consolidate all camera procurement and management under one Department and extend our existing agreement with Perimeter Protection and Surveillance Systems (PPSS) for a period of three (3) years beginning on 01/01/2023. Additionally, two additional sites need a new remote surveillance system equipment:

1. Old City Hall – Fire and Life Safety Headquarters (New Equipment)
2. Old Town Santa Fe Area (Replace end-of-life equipment)
3. Pedestrian Bridge (Replace end-of-life equipment)

RECOMMENDATION:

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

1. Approve the contract amendments authorizing increase in the total amount of $205,020 for the three (3) year term; and

1.e.
Jan 10, 2023

2. Authorize the City Administrator to purchase new one-time equipment in the total amount of $28,979; and

3. Authorize a 10% contingency for all necessary upgrades, repairs, and change orders, not to exceed $23,400; and

4. Authorize the City Administrator or their designee to execute all necessary documents, in a form approved by the City Attorney.

STRATEGIC PLAN STATEMENT:

There is no specific Strategic Plan Goal or Objective associated with this Council action, however it is related to Goal 5, Objective 5.6: Security improvements at all public facilities.

DISCUSSION:

Since 2017, the City has acquired approximately 40 remote cameras to protect City-owned infrastructure and buildings. Perimeter Protection and Surveillance Systems (PPSS) was chosen by Staff then and is still the only local provider of Check-Video products and the manufacturer authorized distributor for the equipment that is currently in use. These systems are currently in good working order and will require $117,000 in hosting and monitoring for continuing a new three (3) year term.

With the recent remodel of Old City Hall and the impending occupancy by Fire and Life Safety staff, there is a need to add additional cameras to the existing PPSS system located at Fire and Life Safety Department Station 1. The additional six (6) cameras will cover the perimeter of the remodeled office building to ensure increased building and employee safety. Monitoring will also be established for off-hours for unauthorized access/entry to the property. This system will require $26,820 in hosting and monitoring for the 3-year term and a one-time equipment purchase of $7,494.

Legacy video surveillance systems used in the Old Town Santa Fe area and Pedestrian Bridge have also reached their end-of-life and need to be replaced. Coverage will include both the North and South tower, upper bridge walkway, stairwell landings, and both interior elevators (10 cameras total). Additionally, the outside Santa Fe dining area and surrounding egress areas will also be covered (5 cameras total). This system will require $61,200 in hosting and monitoring for the 3-year term and a one-time equipment purchase of $13,290.

Finally, adding a 10% contingency will allow Staff to adapt to immediate needs of each department, while maintaining the system in good working order. This fund will cover repairs, upgrades, and temporary changes in monitoring level if the need arises.

FISCAL IMPACT:

It is anticipated that the amount needed to purchase the systems will not exceed the amount budgeted; these funds are included in the 101523-6840 for equipment purchases and 101523-6290 for ongoing monitoring.

Prepared by:

David Radomski
Police Sergeant

Reviewed and approved:

Rosanna Ramirez
Deputy City Administrator

Reviewed and approved:

Jennifer Lampman
Director of Finance

Reviewed and approved:

Damien R. Arrula
City Administrator

Attachments:

1. City of Placentia - City Shield - Old City Hall Camera Proposal
2. City of Placentia - City Shield - Pedestrian Bridge Proposal
3. 2023 Perimeter Protection and Surveillance Systems Contract
4. City of Placentia - COP - 1-1-23 Contract Addendum Existing Services
5. City of Placentia - COP - 1-1-23 Contract Addendum #1 - Old City Hall
6. City of Placentia - COP - 1-1-23 Contract Addendum #2 – Bridge
7. City of Placentia - COP - 1-1-23 Contract Addendum #3 - 100 Santa Fe Ave

Proprietary - Shred before discarding

City of Placentia

Old City Hall Location

Proposal for Monitored Video System



09/12/2022

Kenny Binnings, Perimeter Protection and Surveillance Systems, Inc

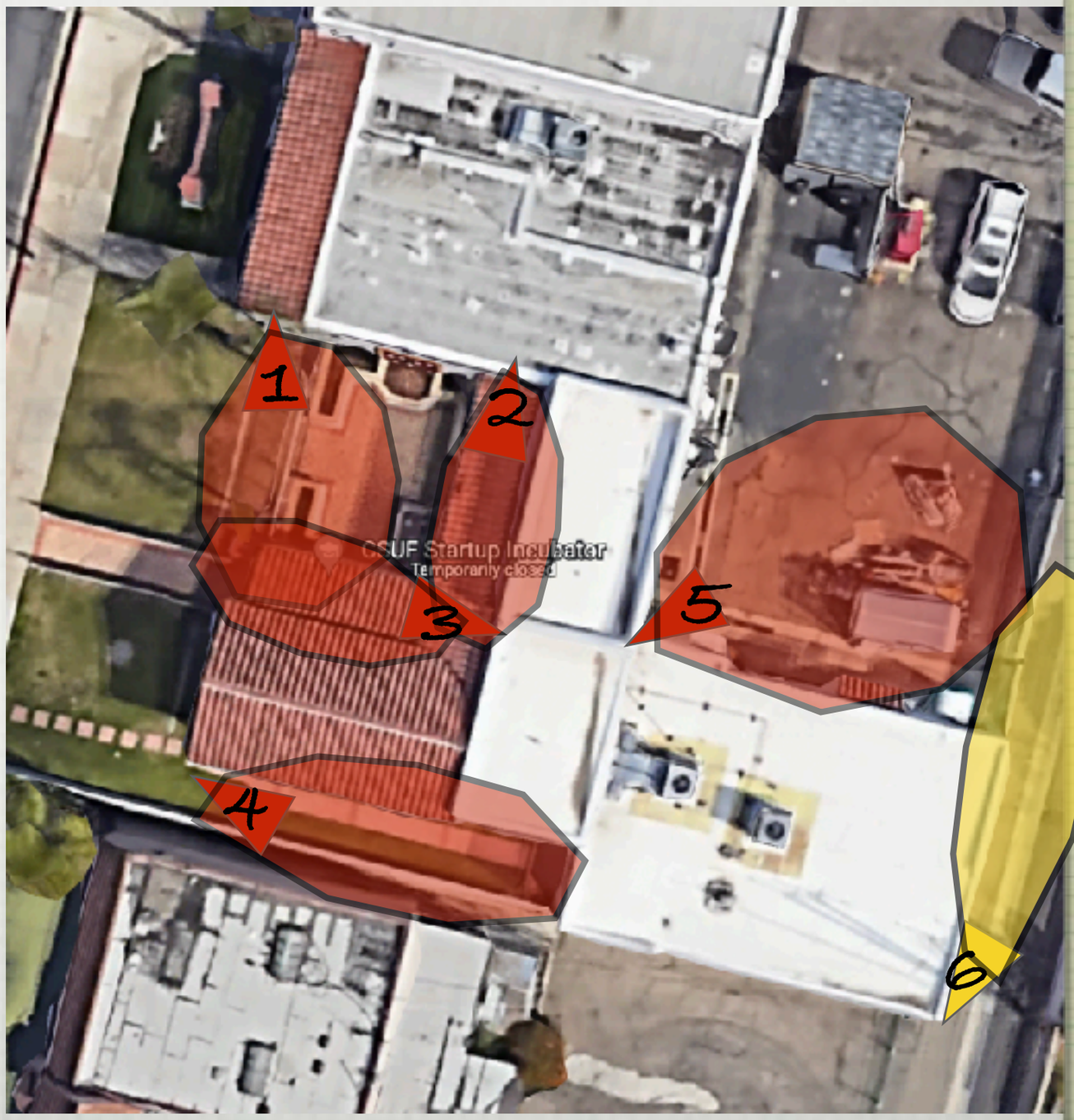
714-865-3669
PERIMETERPROTECTIONUSA.COM

LICENSES: 950775

OLD CITY HALL LOCATION
6 EXTERNAL CAMERAS, 5 ARE MONITORED

Recommendation:

- Based on walk-thru on 9/12/22
  - 4 monitored cameras in front
    - 1: overlooking front gates and courtyard
    - 2: overlooking walkway and exterior doors
    - 3: overlooking walkway and exterior doors
    - 4: overlooking Southside of building
  - 2 cameras in back, 1 monitored
    - 5: overlooking rear storage/parking area
    - 6: rear alley - not monitored. 24x7 record



Proposal:

- 6 cameras One Time Charges (OTC)
  - $5,694 - or $949/camera, program/configured
  - $1,800 - labor/installation/conduit
  - $7,494 Total One Time Charges

- 6 cameras Monthly Recurring Charges (MRC)
  - Managed hosting @ $70/camera/mo
    - $420/mo for 6 cameras
  - Monitoring @ $65/camera/mo
    - $325/mo for 5 cameras

Hosting - Monitoring

Managed Hosting includes:

- Flat pricing for predictable budgeting, eliminates service charges. Includes:
  - Camera license fee
  - Single Placentia-Shield Portal across all cameras
  - Access for remote live viewing across all cameras
  - Smart Phone Live Viewing across all cameras
  - Voice-Down usage where applicable
  - Perimeter data-pull requests made by the city and/or PD
  - Reconfiguration of Regions of Interest
  - Software updates
  - Dispatches for service
  - 24x7 remote camera management support
  - Semi Annual to annual reporting

$65/mo/camera - Remote Guard monitoring - Central Station

- brings pro-active awareness and engagement during event
- use in areas to ascertain threats from non-threats and contact dispatch accordingly.

Camera Details

High Definition Cameras

- ☑ 4M - Edge Recording holds 4 to 6 weeks of data
- ☑ Video clips backed up to cloud for a pre-defined amount of days while 24x7 recording saved at the edge.
- ☑ Superior light absorption at night provides better night resolution
- ☑ IR of 100 feet
- ☑ Video Analytic s reaches 300 ft t(person), 500 ft (vehicle) to trigger video clips (uses: movement in ROI, wrong way, traffic count, line count)
- ☑ Video clips sent to multiple emails or texts

Warranty

☑ 2 yr manufacturer warranty, Perimeter Protection extends for lifetime of contract duration (w/ Managed Hosting)

Optional:

- ☐ voice recording cameras
- ☐ voice/down to location to provide verbal commands
- ☐ Central Station monitoring - monitor incoming video clips, live feed into the cameras and contact PD for dispatch. Effective in parks, critical infrastructure, ac units/copper targets and inside premise (port-forwarding required)

☑ Viewing - From any internet-connected computer or smart phone.

☑ Viewing rights:

☑ - Each user can be given permission to view all cameras or a sub-segment of cameras (ex: parks/rec can view their park cameras but not view traffic intersection camera, while PD can view all cameras).

☑ Network requirements - internet access

Perimeter

PROTECTION AND SURVEILLANCE SYSTEMS

Managed Video Solutions

for

City, Community, Campus, Construction, Critical Infrastructure

A SOUTHERN CA–BASED CORPORATION
WOMAN MINORITY OWNED
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INCORPORATED IN 2009
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LICENSED, INSURED AND BONDED

36 years of video solution experience:

Checkvideo, Avigilon, Video IQ, Verkada,

LPRs: GeoVision, Bosch, Vivotek, Hikvision

1st Camera installed for City of Placentia - 2017

Moved office to Placentia in 2020

Community Involvement:

Placentia Heritage Festival, El Dorado Fallen Heroes,

Honor Convoy, Placentia Jazz/Art/Crawfish Boil,

First Responder Breakfast

Board: Chamber of Commerce, Boy Scouts of America, CRPA















Proprietary - Shred before discarding

City of Placentia

Proposal for

2 projects in Old Town Placentia:

Pedestrian Bridge and 100 - 200 Block of Santa Fe Ave



10/5/2022

Kenny Binnings
Perimeter Protection and Surveillance Systems, Inc

714-865-3669
PERIMETERPROTECTIONUSA.COM

LICENSES: 950775

Pedestrian Bridge Location

Proposal for Monitored Video System

10/5/2022

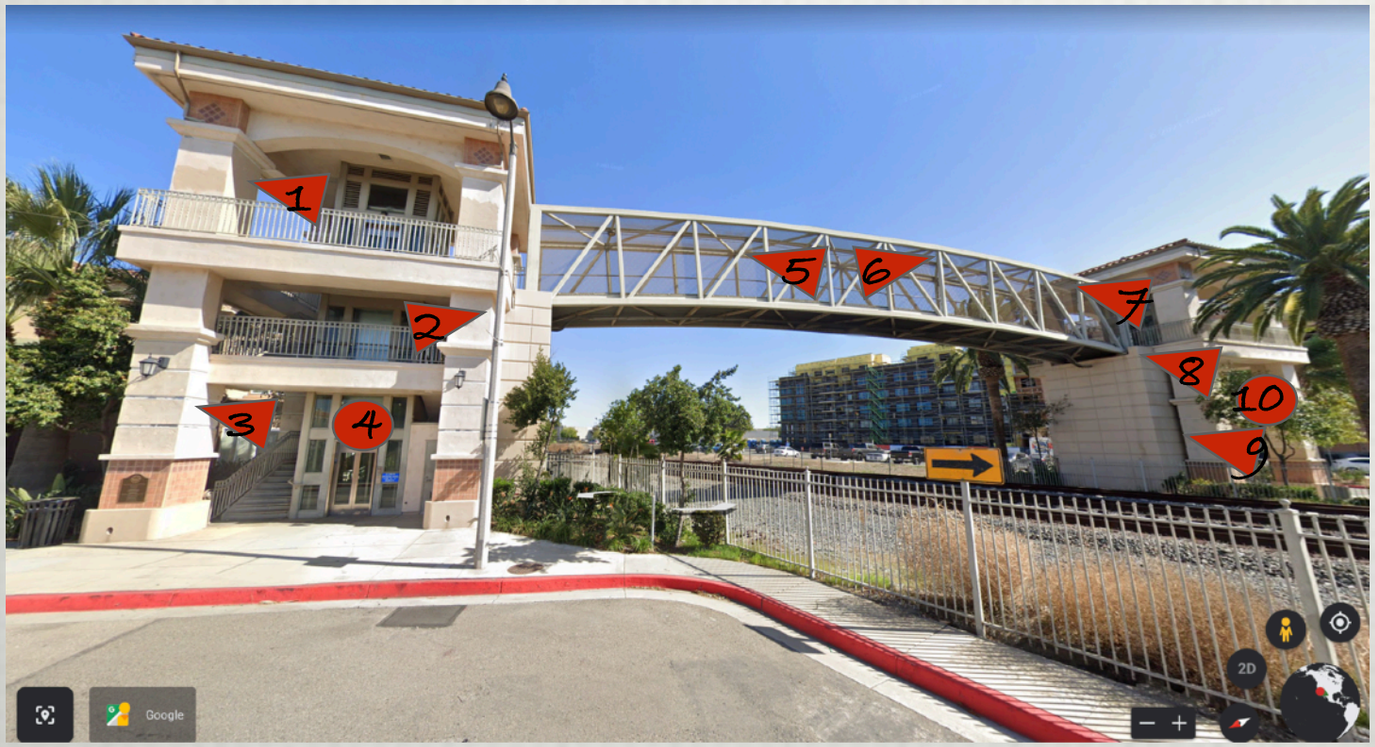


PEDESTRIAN BRIDGE LOCATION
10 MONITORED CAMERAS



Recommendation: 10 cameras, 3 w/ voice down
- Based on walk-thru on 9/28/22

North & South Tower + Bridge
- 6 cameras, one per level per tower.
  - 2 cameras replaced at existing locations
  - 4 cameras at new locations, require new wiring, conduit
  - 2 voice - down (2 towers)
- 2 cameras, one in each elevator, vandal resistant
- 2 cameras, replace existing cameras, 1 w with VD



Proposal:
- One Time Charges (OTC)
  - $ 9,490 - or $949/camera, program/configured
  - $ 750 - 2 vandal resistant mounts - elevator
  - $ 450 - 3 voice down speakers
  - $ 2,500 - labor/installation/conduit
  - $13,290 Total One Time Charges

- Monthly Recurring Charges (MRC)
  - $700/mo for mgmt hosting @ $70/mo/cam
  - $650/mo for monitoring @ $65/mo/cam (up to 100 events/camera/month)

City of Placentia to provide:
- power for cameras
- Internet access for cameras
- Bucket truck for installation support

100-200 Block of Santa Fe Ave

Proposal for Managed Hosting Video System



SANTA FE AVE BLOCKS 100 - 200
LIGHT POST CAMERAS AND NETWORK EXTENSION

Recommendation:
- 3 cameras mounted on light post at Bradford/Santa Fe Ave
- 2 cameras mounted on light post along 200 block of SF Ave
- Network devices to connect to City provided internet at Tower.
- POE switches installed at each pole for 4 devices minimum
- Weather resistant exterior equipment boxes to hold switches
- All pole mount

City of Placentia to provide:
- 110 V power at light post mast for camera hardware
- Access to internet.
- Bucket truck support for installation.

Proposal for 5 camera + network:
- One Time Charges (OTC)
  - $4,745- or $949/camera, program/configured
  - $ 350 - POE switches at both posts
  - $ 500 - Weather resistant box units for both posts
  - $ 750 - 2 point to point network devices (4 units total)
  - $1,850 - labor/installation/conduit
  - $8,195. Total One Time Charges

- Monthly Recurring Charges (MRC)
  - $350/mo Managed hosting @ $70/camera/mo
  - No monitoring on these cameras



Appendix





Details:

- Cameras

- Managed Hosting

- Monitoring

- About us

Camera Details

High Definition Cameras

- ☑ 4M - Edge Recording holds 4 to 6 weeks of data
- ☑ Video clips backed up to cloud for a pre-defined amount of days while 24x7 recording saved at the edge.
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- ☑ voice recording cameras
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- ☑ Central Station monitoring - monitor incoming video clips, live feed into the cameras and contact PD for dispatch. Effective in parks, critical infrastructure, ac units/copper targets and inside premise (port-forwarding required)

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☑ Network requirements - internet access

Managed Hosting - Monitoring - Voice Down Details

Managed Hosting includes:

- Flat pricing for predictable budgeting, eliminates service charges. Includes:
  - Camera license fee
  - Single Placentia-Shield Portal across all cameras
  - Access for remote live viewing across all cameras
  - Smart Phone Live Viewing across all cameras
  - Voice-Down usage where applicable
  - Perimeter data-pull requests made by the city and/or PD
  - Reconfiguration of Regions of Interest
  - Software updates
  - Dispatches for service
  - 24x7 remote camera management support
  - Semi Annual to annual reporting

Remote Guard monitoring - Central Station

- brings pro-active awareness and engagement during event
- use in areas to ascertain threats from non-threats and contact dispatch accordingly.

Voice Down via Central Station

- Central station can voice down to the camera location, example: asking loiters to disperse..
- Officers can also voice down to the location.

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Managed Video Solutions

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Board: Chamber of Commerce, Boy Scouts of America, CRPA















All-In-One Commercial Agreement
Kenneth Kirschenbaum, Esq., Tel. No. (516) 747-6700
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PERIMETER PROTECTION AND SURVEILLANCE SYSTEMS, INC.
116 W. Santa Fe Ave, Suite B
Placentia, California 92870
(657) 444-SAFE (7233)

STANDARD SECURITY AGREEMENT – SALES AND SERVICES
City of Placentia

Date: 10-31-2022
Subscriber's Name: City of Placentia (hereinafter referred to as "Subscriber")

Address: 401 E. Chapman Ave, Placentia, CA 92870

1A. Existing Cameras: PERIMETER PROTECTION AND SURVEILLANCE SYSTEMS, INC. (hereinafter referred to as "PERIMETER" or "ALARM COMPANY") agrees to provide services to existing PERIMETER-installed cameras and Subscriber agrees to pay for services from PERIMETER described in the **attached Schedule of Equipment and Services 01-01-23** and any addendums thereto, incorporated herein by this reference. Subscriber and PERIMETER herein are collectively referred to as "Parties."

Monthly Recurring:

Managed Hosting: $70 per month per camera.

Central Station Remote Monitoring: $65 per month per camera for select cameras 0-100 clips/month/camera

Optional Pricing: $100/mo/camera up to 250 clips/month/camera with $1/clip for each clip over 250 clips/camera in a given month.

Voice Down Services: $25/mo/speaker

1B. New Security Equipment: PERIMETER agrees to sell and install new security equipment with specific services, and Subscriber agrees to pay for new security equipment with specific services from PERIMETER described in the attached **Schedule of Equipment and Services** and any **Addendums hereto** which may be executed by the Parties (example: Schedule of Equipment and Services Addendum 3-5-22). Each Addendum Schedule of Equipment and Services will derive from proposals accepted by the City of Placentia during the timeframe of this specific contract term and the contract terms within will apply to those awarded proposals.

2. DESCRIPTION OF EQUIPMENT AND SERVICES:
PERIMETER will provide specific services tailored to City of Placentia. Cameras may have one or multiple of these services with associated charges:

Managed Hosting with Remote Subscriber Access
Central Station Monitoring
Inside Cameras: Managed hosting with Central Station Monitoring
Voice-Down Services
Service

3. SERVICES AND CHARGES. All recurring charges are billed quarterly. The attached Schedule of Equipment and Services 12-1-2022, and future Schedule of Attachment Addendums which may be executed by the Parties, define the services each camera or security device is providing and that are or will be included under the terms of this Agreement that result in one-time equipment/labor charges and./or recurring Subscriber charges.

(a) MANAGED HOSTING WITH REMOTE SUBSCRIBER ACCESS: Subscriber agrees to pay PERIMETER the sum of $70/mo/camera billed quarterly at the beginning of each 3-month period for the term of this agreement (example: City of Placentia will be billed $210/qtr/camera the month prior to the 3 months of managed hosting service provided). Services provided under Managed Hosting:

Internet Hosting
Remote Access by Subscriber
Data Storage for two weeks
Software configurable changes per customer request
Data research for video evidence to support official Police Department investigation (5 hour max per case/incident)
Extended manufacturer warranty for cameras

(b) CENTRAL STATION MONITORING CHARGES: Subscriber agrees to pay PERIMETER the sum of either $65/mo/camera or $100/mo/camera based on the usage tiers in 1A, billed quarterly at the beginning of each 3-month period for the term of this agreement (example: City of Placentia will be billed $195/qtr/camera for a $65/mo/camera/100 clip tier or $300/qtr/camera for a $100/mo/camera/250 clip tier).Services provided under Central Station Monitoring:

Video clips monitored by central station upon receipt of video clip
Central station protocol engagement as defined by City of Placentia.

(c) INSIDE CAMERAS: MANAGED HOSTING WITH CENTRAL STATION MONITORING: Subscriber agrees to pay PERIMETER the sum of $70/mo/camera billed quarterly at the beginning of each 3-month period for the term of this agreement (example: City of Placentia will be billed $210/qtr/camera the month prior to the 3 months of managed hosting service provided). Services provided under Inside Cameras: Managed Hosting with Central Station Monitoring:

Internet Hosting
Remote Access by Subscriber
Data Storage for two weeks
Software configurable changes per customer request
Data research for video evidence to support official Police Department investigation (2 hour max per case/incident)
Video clips monitored by central station upon receipt of video clip (after hours environment)
Audio recorded where applicable and camera capable
Central station protocol engagement as defined by City of Placentia.

(d) VOICE-DOWN SERVICE: Subscriber agrees to pay PERIMETER the sum of $25/mo/speaker billed quarterly at the beginning of each 3-month period for the term of this agreement (example: City of Placentia will be billed $75/qtr/speaker the month prior to the 3 months of voice-down service provided). Services provided under Voice-Down Service:

Voice-Down to location to announce City of Placentia defined commands

(e) SERVICE: Subscriber agrees to pay PERIMETER $110 no lift truck, $240 with lift truck per service call in which Subscriber agrees to pay PERIMETER for all parts and labor at an hourly rate of $75/man-hour. Subscriber is not obligated to call PERIMETER for service calls and PERIMETER is under no duty to provide service calls unless Subscriber elects to exercise this option by initialing this paragraph. Subscriber's election to exercise this service option shall not relieve PERIMETER of its obligation to provide warranty service during warranty period. Service by anyone other than PERIMETER during warranty period relieves PERIMETER of any further obligations under the Limited Warranty. Initial here for per call service option_____

4. TERM OF AGREEMENT: RENEWAL: The term of this agreement shall commence on 01/01/2023 and continue for a period of three years. This Agreement may be extended by two (2) additional one (1) year periods upon mutual written agreement of both parties.

5. CENTRAL STATION MONITORING AND/OR VOICE-DOWN SERVICES: Upon receipt of a signal from Subscriber's alarm system, PERIMETER or its designee central station shall make every reasonable effort to notify Subscriber and the appropriate municipal police or fire department depending upon the type of signal received. Not all signals will require notification to the authorities and subscriber may obtain a written response policy from PERIMETER. No response shall be required for supervisory, loss of communication pathway, trouble or low battery signals. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to municipal police or fire departments are not monitored by personnel of PERIMETER or PERIMETER's designee central station and PERIMETER does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals which are transmitted over telephone lines, wire, air waves, internet, VOIP, radio or cellular, or other modes of communication pass through communication networks wholly beyond the control of PERIMETER and are not maintained by PERIMETER except PERIMETER may own the radio network, and PERIMETER shall not be responsible for any failure which prevents transmission signals from reaching the central station monitoring center or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the alarm communication equipment. Subscriber agrees to furnish PERIMETER with a written Call List of names and telephone numbers of those persons Subscriber wishes to receive notification of alarm signals. Unless otherwise provided in the Call List PERIMETER will make a reasonable effort to contact the first person reached or notified on the list either via telephone call, text or email message. No more than three calls to the list shall be required and any form of notification provided for herein, including leaving a message on an answering machine, shall be deemed reasonable compliance with PERIMETER's notification obligation. All changes and revisions shall be supplied to PERIMETER in writing. Subscriber authorizes PERIMETER to access the control panel to input or delete data and programming. If the equipment contains video or listening devices permitting central station to monitor video or sound then upon receipt of an alarm signal central station shall monitor video or sound for so long as central station in its sole discretion deems appropriate to confirm an alarm condition. If Subscriber requests PERIMETER to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay PERIMETER $90.00 for each such service. This fee is waived for cameras that have Managed Hosting. Central station is authorized to record and maintain audio and video transmissions, data and communications. All Subscriber information and data shall be maintained confidentially by PERIMETER and shared with Subscriber.

6. SERVICE: Service pursuant to paragraph 3(e), includes all parts and labor, and PERIMETER shall service upon Subscriber's request the security system installed in Subscriber's premises between the hours of 9 a.m. and 5 p.m. Monday through Friday, within reasonable time after receiving notice from Subscriber that service is required, exclusive of Saturdays, Sundays and legal holidays. All repairs, replacement or alteration to the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life will be repaired or replaced at Subscriber's

expense payable at time of service. No apparatus or device shall be attached to or connect with the security system as originally installed without PERIMETER's written consent.

7. SUBSCRIBER REMOTE ACCESS: If Remote Access is included in the Schedule of Equipment and Services to be installed and services provided by PERIMETER, the equipment will transmit data via Subscriber's high-speed Internet, cellular or radio communication service from cameras supplied by PERIMETER. PERIMETER will grant access to server permitting Subscriber to monitor the security system, access the system to arm, disarm and bypass zones on the system, view the remote video camera(s) and control other remote automation devices that may be installed. The remote services server is provided either by PERIMETER or a third party. PERIMETER shall install the camera(s) in a permissible legal location in Subscriber's premises to permit Subscriber viewing. PERIMETER shall have no responsibility for failure of data transmission, corruption or unauthorized access and shall not monitor or view the camera data. Electronic data may not be encrypted and wireless components of the alarm system may not meet Advanced Encryption Standard specifications for encryption of electronic data established by the US National Institute of Standards and Technology and PERIMETER shall have no liability for access to the alarm system by others.

8. WIRELESS AND INTERNET ACCESS CAPABILITIES: Subscriber is responsible for supplying high speed Internet access and or wireless services at Subscriber's premises. PERIMETER does not provide Internet service, maintain Internet connection, wireless access or communication pathways, computer, smart phone, electric current connection or supply, or in all cases the remote video server. In consideration of Subscriber making its recurring payments for remote access to the system PERIMETER will authorize Subscriber access. PERIMETER is not responsible for Subscriber's access to the Internet or any interruption of service or down time of remote access caused by loss of Internet service, radio or cellular or any other mode of communication used by Subscriber to access the system. Subscriber acknowledges that Subscriber's security system can be compromised if the codes or devices used for access are lost or accessed by others and PERIMETER shall have no liability for such third party unauthorized access. PERIMETER is not responsible for the security or privacy of any wireless network system or router. Wireless systems can be accessed by others, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock out codes. PERIMETER is not responsible for access to wireless networks or devices that may not be supported by communication carriers and upgrades to subscriber's system will be at subscriber's expense.

9. HOSTING / MANAGED HOSTING / CENTRAL STATION MONITORING / VOICE DOWN / EXCESSIVE DATA USAGE: If selected as a service to be provided and included in the Schedule of Equipment, upon receipt of a video signal the video system is designed to activate in the central station and record video data reception, upon which, PERIMETER or its designee central station, shall make every reasonable effort to notify Subscriber by email, text, or voice message and the appropriate municipal police or fire department. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to municipal police or fire departments or Subscriber's internal security stations are not monitored by personnel of PERIMETER or PERIMETER's designee central station and PERIMETER does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals which are transmitted through the internet, over telephone lines, wire, air waves, cellular, radio, internet, VOIP, or other modes of communication pass through communication networks wholly beyond the control of PERIMETER and are not maintained by PERIMETER, except PERIMETER may own the radio network, and PERIMETER shall not be responsible for any failure which prevents transmission signals from reaching the central station monitoring center or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the alarm communication equipment. Subscriber agrees to furnish PERIMETER with a written list of names and telephone numbers of those persons Subscriber wishes to receive notification of signals. All changes and revisions shall be supplied to PERIMETER in writing. Subscriber should be notified and provide authorization for PERIMETER to access the supervisory panel to input or delete data and programming. If Subscriber requests PERIMETER to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions. Subscriber shall pay PERIMETER $90.00 for each such service. This fee is waived for cameras that have Managed Hosting. Central station is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property. PERIMETER shall have no liability for excessive data usage expense incurred by Subscriber attributable to the equipment or services provided herein. All Subscriber information and data shall be maintained confidentially by PERIMETER.

LIMITED WARRANTY ON SALE

10. In the event that any part of the security system becomes defective, or in the event that any repairs are required, PERIMETER agrees to make all repairs and replacement of parts without costs to the Subscriber for a period of ninety (90) days from the date of installation. After 90 days and through the 12th month from the date of installation, PERIMETER extends the manufacturer's warranty. During this period, the Subscriber agrees to pay labor and service costs. Unless the cameras have Managed Hosting Service, after 12 months from the date of installation, the Subscriber will pay for all parts, labor and service costs. For cameras with Managed Hosting Service, PERIMETER extends the camera's manufacturer's warranty. PERIMETER reserves the option to either replace or repair the alarm equipment and reserves the right to substitute materials of equal quality at time of replacement in fulfillment of this warranty. This warranty does not include customer provided cable, batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life. PERIMETER is not the manufacturer of the equipment and other than PERIMETER's limited warranty Subscriber agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage if any. Except as set forth in this agreement, PERIMETER makes no express warranties as to any matter whatsoever, including, without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose. PERIMETER does not represent nor warrant that the security system may not be compromised or circumvented, or that the system will prevent any loss by burglary, hold-up, or otherwise; or that the system will in all cases provide the protection for which it is installed. PERIMETER expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose. The warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than PERIMETER. PERIMETER shall not be liable for consequential damages. Subscriber acknowledges that any affirmation of fact or promise made by PERIMETER shall not be deemed to create an express warranty unless included in this agreement in writing; that Subscriber is not relying on PERIMETER's skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement, and that PERIMETER has offered additional and more sophisticated equipment for an additional charge which Subscriber has declined. Subscriber's exclusive remedy for PERIMETER's breach of this agreement or negligence to any degree under this agreement is to require PERIMETER to repair or replace, at PERIMETER's option, any equipment which is non-operational. This Limited Warranty is independent of and in addition to service contracted under paragraph 3(e) of this agreement. This Limited Warranty gives you specific legal rights and you may also have other rights which vary from state to state. If required by law, PERIMETER will procure all permits required by local law and will provide certificate of workman's compensation prior to starting work.

GENERAL PROVISIONS

11. EXCUSABLE DELAYS IN INSTALLATION / RISK OF LOSS OF MATERIAL: Neither party shall be responsible or liable for any delays, damage, loss or lack of performance resulting from acts beyond the reasonable control of either party or parties. Such acts shall include, but not 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.

12. TESTING OF SECURITY SYSTEM: Security System, once installed, is in the exclusive possession and control of the Subscriber, and it is Subscriber's sole responsibility to test the operation of the Security System and to notify PERIMETER if it is in need of repair. Service, if provided, is pursuant to paragraph 3e.

13. CARE AND SERVICE OF SECURITY SYSTEM: Subscriber agrees not to tamper with, remove or otherwise interfere with the Security System which shall remain in the same location as installed. All repairs, replacement or alteration to the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life, are not included in warranty will be repaired or replaced at Subscriber's expense. No apparatus or device shall be attached to or connect with the security system as originally installed without PERIMETER's written consent.

14. ALTERATION OF PREMISES FOR INSTALLATION: PERIMETER shall not make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in PERIMETER's discretion for the installation and service of the security system without prior written consent from the Subscriber. PERIMETER shall immediately notify Subscriber if any damage or other alteration occurs to Subscriber property for any reason and through any cause.

15. SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE: Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power, electrical outlet, ARC Type circuit breaker and dedicated receptacle, Internet connection, high speed broadband cable or DSL and IP Address, telephone hook-ups, RJ31x Block or equivalent, as deemed necessary by PERIMETER.

16. INDEMNITY / WAIVER OF SUBROGATION RIGHTS / ASSIGNMENTS: Subscriber agrees to indemnify and hold harmless PERIMETER, its stationers, employees, agents and subcontractors, from and against all claims, lawsuits brought by third-parties, including reasonable attorneys' fees and losses, asserted against and alleged to be caused by Subscriber's performance, negligence or failure to perform any obligation under this Agreement. PERIMETER agrees to indemnify and hold harmless Subscriber, its employees, agents, officers and subcontractors, from and against all claims, lawsuits brought by third-parties, including reasonable attorneys' fees and losses, asserted against and alleged to be caused by PERIMETER's performance, negligence or failure to perform any obligation under this Agreement. Parties agree that there are no third-party beneficiaries of this agreement. Subscriber shall not be permitted to assign this agreement without written consent of PERIMETER. PERIMETER shall have the right to assign this agreement and shall be relieved of any obligations herein upon such assignment.

17. EXCULPATORY CLAUSE: PERIMETER and Subscriber agree that PERIMETER is not an insurer and no insurance coverage is offered herein. The security equipment and PERIMETER's services are designed to reduce certain risks of loss, though PERIMETER does not guarantee that no loss will occur. PERIMETER is not assuming liability, and, therefore, shall not be liable to Subscriber for any loss, data corruption or inability to retrieve data, personal injury or property damage sustained by Subscriber as a result of intrusion, burglary, theft, hold-up, fire, equipment failure, smoke, or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by PERIMETER's negligent performance to any degree in furtherance of this agreement, any extra contractual or legal duty, strict products liability, or negligent failure to perform any obligation pursuant to this agreement or any other legal duty. In the event of any loss or injury to any person or property, Subscriber agrees to look exclusively to Subscriber's insurer to recover damages.

18. INSURANCE: PERIMETER shall not be responsible for any portion of any loss or damage which is recovered or recoverable by the Subscriber from insurance covering such loss or damage or for such loss or damage against which the Subscriber is indemnified or insured. In the event of any loss or injury to any person or property, Subscriber agrees to look exclusively to Subscriber's insurer to recover damages. Subscriber and all those claiming rights under Subscriber waive all rights against PERIMETER and its subcontractors for loss or damages caused by burglary, theft, water, smoke, fire, violence or other perils intended to be detected by the security services or covered by insurance to be obtained by Subscriber, except such rights as they may have to the proceeds of insurance.

19. [Reserved**]**

20. LEGAL ACTION: The prevailing party in any litigation or arbitration between the Parties, shall be entitled to the payment of reasonable legal fees. The parties agree that they may bring claims against the other only in their individual capacity, and not as a class action plaintiff or class action member in any purported class or representative proceeding. Subject to Subscriber's right to bring any claim against PERIMETER for up to $1,000 in small claims court having jurisdiction, any dispute between the parties or arising out of this agreement, including issues of arbitrability, shall, at the option of any party, be determined by arbitration before a single arbitrator administered by Arbitration Services Inc., under its Arbitration Rules (www.ArbitrationServicesInc.com), except that no punitive damages may be awarded. Service of process or papers in any legal proceeding or arbitration between the parties may be made by First-Class Mail delivered by the U.S. Postal Service addressed to the party's address in this agreement or another address provided by the party in writing to the party making service. Subscriber submits to the jurisdiction and laws of California and agrees that any litigation or arbitration between the parties must be commenced and maintained in the county where PERIMETER's principal place of business is located. The parties waive trial by jury in any action between them unless prohibited by law. Any action by Subscriber against PERIMETER must be commenced within one year of the accrual of the cause of action or shall be barred.

21. PERIMETER'S RIGHT TO SUBCONTRACT SPECIAL SERVICES: Subscriber agrees that PERIMETER is authorized and permitted to subcontract any services to be provided by PERIMETER to third parties who may be independent of PERIMETER, and that PERIMETER shall only be liable for any loss or damage sustained by Subscriber by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of PERIMETER's third party contractors.

Subscriber appoints PERIMETER to act as Subscriber's agent with respect to such third parties, except that PERIMETER shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to PERIMETER's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignees, subcontractors, manufacturers, vendors and central stations of PERIMETER.

22. NON-SOLICITATION: Subscriber agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity, any employee of PERIMETER assigned by PERIMETER to perform any service for or on behalf of Subscriber for a period of two years after PERIMETER has completed providing service to Subscriber. In the event of Subscriber's violation of this provision, in addition to injunctive relief, PERIMETER shall recover from Subscriber an amount equal to such employee's salary based upon the average three months preceding employee's termination of employment with PERIMETER, times twelve, together with PERIMETER's counsel and expert witness fees.

23. CONFIDENTIALITY AND NON-DISPARAGEMENT: Subscriber agrees that its relationship with PERIMETER is and shall remain confidential. Neither party to this agreement shall, without prior written consent of the other, publish or communicate in any manner any comment, review, recommendation, evaluation, or report of the other unless required by law, and neither party shall disparage the other in any written or electronic forum for any reason. Because a violation of this provision would result in damages that maybe difficult to prove the parties agree that a party violating this provision shall be liable for damages in the amount of $10,000.00 as and for liquidated damages and not as a penalty, and no actual damages need to be proved. Additionally, a party to this agreement required to commence any lawsuit or arbitration to enforce this provision shall be entitled to injunctive relief and its legal fees.

24. FALSE ALARMS / PERMIT FEES: Subscriber is responsible for all alarm permits and fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse PERIMETER for any fines relating to permits or false alarms. PERIMETER shall have no liability for permit fees, false alarms, false alarm fines, police or fire response, any damage to personal or real property or personal injury caused by police or fire department response to alarm, whether false alarm or otherwise, or the refusal of the police or fire department to respond. In the event of termination of police or fire response by the municipal police or fire department this agreement shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. Should PERIMETER be required by existing or hereafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay PERIMETER for such service or material.

25. FULL AGREEMENT / SEVERABILITY: This agreement along with the Schedule of Equipment and Services constitutes the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties, except PERIMETER's requirements regarding items of protection provided for in this agreement imposed by Authority Having Jurisdiction. Subscriber acknowledges and represents that Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral agreement or other assurance, except those set forth in this Agreement. Subscriber hereby waives all rights and remedies, at law or in equity, arising, or which may arise, as the result of Subscriber's reliance on such representation, assertion, guarantee, warranty, collateral agreement or other assurance. To the extent this agreement is inconsistent with any other document, agreement, purchase order or understanding between the parties, the terms of this agreement shall govern. Should any provision of this agreement be deemed void, the remaining parts shall not be effected.

PROPOSITION 65 WARNING: Equipment and packaging may contain components containing chemicals known to The State of California to cause cancer, birth defects or other reproductive harm.

SUBSCRIBER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THIS 5 PAGE AGREEMENT AND SCHEDULE OF EQUIPMENT AND SERVICES AT TIME OF EXECUTION.

PERIMETER PROTECTION AND SURVEILLANCE SYSTEMS, INC.:

By: _____

Kenny Binnings, CFO

SUBSCRIBER:

_____
Subscriber Signature

Damien Arrula, City Administrator for City of Placentia
Print Name of Subscriber

401 E. Chapman Ave, Placentia, CA 92870
Address of Subscriber

Licensed by the Contractors State License Board, Dept. of Consumer Affairs
9821 Business Park Drive, Sacramento, CA 95827, License # 999578

PERIMETER PROTECTION AND SURVEILLANCE SYSTEMS, INC.
116 W. Santa Fe Ave, Suite B
Placentia, California 92870
(657) 444-SAFE (7233)

SCHEDULE OF EQUIPMENT AND SERVICES – 12-1-2022
City of Placentia

Describe Equipment: The following equipment lists Perimeter Protection installed cameras that have the following services and entered as the original and first attachment to the City of Placentia Security Agreement starting 1/1/23.

Services:

City of Placentia Cost Center (all with Managed Hosting Services)

- 1 Teen Center camera
- 1 Chamber of Commerce camera
- 1 301 Café camera
- 1 Chapman/Bradford camera
- 2 McFadden front/rear cameras
- 1 200 North Bradford camera
- 1 Gomez front camera
- 1 El Adobe camera
- 1 Wilson camera
- 1 Santa Fe/Murray camera
- 2 Murray/Center camera
- 2 Backs front and rear cameras
- 1 Lajolla/Wallgreens camera
- 1 301 Screen camera
- 1 Santa Fe 3 camera
- 1 Backs Rear Parking Lot
- 1 Backs Front Entry Lot
- 1 Chapman/Teen Camera
- 4 Fire Station 1 cameras
- 4 Fire Station 2 cameras

Community Services Cost Center (all with Managed Hosting & Monitoring)

- 4 Teen Center cameras and 1 voice down speaker
- 1 Gomez camera and 1 voice down speaker

PERIMETER PROTECTION AND SURVEILLANCE SYSTEMS, INC.:

By: _____
Signature

Kenny Binnings, CFO

Date: _____

SUBSCRIBER:

_____
Signature by Authorized Officer (Name must be printed below)

Damien Arrula, City Administrator, City of Placentia
Print Name and Title

Date: _____

PROPOSITION 65 WARNING: Equipment and packaging may contain components containing chemicals known to The State of California to cause cancer, birth defects or other reproductive harm.

ADDITIONAL EQUIPMENT, SYSTEMS AND SERVICE DISCLAIMER NOTICE

The undersigned acknowledges that a representative of PERIMETER PROTECTION AND SURVEILLANCE SYSTEMS, INC. (hereinafter referred to as "PERIMETER" or "ALARM COMPANY") has explained additional equipment, systems and protection that may be available from PERIMETER, for additional charges, and the undersigned has had sufficient opportunity to consider the additional services that may be available, and has decided not to request or contract for such additional equipment, systems or protection. The additional equipment, systems and protection discussed included but was not limited to the following:

- hardwire systems, wireless systems
- additional contacts
- motion detectors
- audio surveillance
- video surveillance
- guard response
- stationary guards
- data storage and retrieval
- access control
- fire, smoke, carbon monoxide, water, heat, temperature
- roof, attic walls, exterior
- independent secondary systems
- video monitoring
- cellular/radio backup
- latest technology
- dedicated telephone line communication
- UL, ETL or other nationally
- recognized testing lab
- approved installation
- UL, ETL or other nationally recognized testing lab
- approved monitoring
- sprinkler / fire alarm
- electrical surge protection

The undersigned acknowledges that:

● Not all of the above services are available or offered by PERIMETER but the services and equipment were brought to the undersigned's attention and the undersigned declined such services or the opportunity to obtain the services from other security companies.

● That PERIMETER explained the difference between VOIP and standard telephone line service and that PERIMETER recommends use of standard telephone line service and communication since VOIP [voice over internet service] may be less reliable service. The undersigned acknowledges that if VOIP is used it is at the undersigned's sole risk. Some telephone service depends on electrical service and PERIMETER is not responsible for such service.

● That PERIMETER is not responsible for the security or privacy of any wireless network system or router and that wireless systems can be accessed by others and it is the Subscriber's responsibility to secure access to the system with pass codes and lock outs.

● That PERIMETER has advised undersigned of any permits required for the alarm system and monitoring, and undersigned acknowledges that it is undersigned's responsibility to obtain and maintain all required permits and pay any false alarm or other fines related to the alarm systems or service.

● That smoke detectors and other battery-operated devices must be checked monthly and batteries replaced at least annually and that the undersigned is responsible to check and replace batteries.

- That PERIMETER has explained all components, operation and use of the alarm system to the undersigned's satisfaction, and
- That if audio or video devices are installed, subscriber has been advised to independently ascertain that the audio or video devices are used lawfully. PERIMETER has made no representations and has provided no advice regarding the use of audio or video devices.

Date: _____

_____
Subscriber's Signature

Damien Arrula, City Administrator, City of Placentia

PERIMETER PROTECTION AND SURVEILLANCE SYSTEMS, INC.
116 W. Santa Fe Ave, Suite B
Placentia, California 92870
(657) 444-SAFE (7233)

SCHEDULE OF EQUIPMENT AND SERVICES
ADDENDUM #1 – 1-1-2023
Old City Hall

Add this approved attachment to:
The City of Placentia Security Agreement 1-1-2023

Describe Equipment: The City of Placentia has agreed to proposal submitted on 9/12/22 for the sales, installation, service of cameras in specific buildings. The charges will be applied to the City of Placentia cost center:

Sales:

6 CV Cameras installed at:

- 1 Front Gate/Courtyard
- 2 Walkway and Exterior Doors
- 1 Southside of Building
- 1 Rear Storage/Parking Area
- 1 Rear Alley

Services provided as defined in 1-1-23 contract:

Managed Hosting

- across all 6 cameras,

Central Station Monitoring

- across 5 cameras (all except rear alley camera)

One Time Charge: $7,494
Monthly Recurring Charges:

- **Managed Hosting - $420/mo ($70/camera/mo)**
- **Monitoring - $65/mo/camera for 0 - 100 clips/camera**
  - **$100/mo/camera for up to 250 clips/camera**
  - **$150/mo/camera for up to 500 clips/camera**

City of Placentia to provide power for cameras and internet access.

PERIMETER PROTECTION AND SURVEILLANCE SYSTEMS, INC.:

By: _____
Signature

Kenny Binnings, CFO

DATE: _____

SUBSCRIBER:

_____
Signature by Authorized Officer (Name must be printed below)

_____ City of Placentia
Print Name and Title

DATE: _____

PROPOSITION 65 WARNING: Equipment and packaging may contain components containing chemicals known to The State of California to cause cancer, birth defects or other reproductive harm.

ADDITIONAL EQUIPMENT, SYSTEMS AND SERVICE DISCLAIMER NOTICE

The undersigned acknowledges that a representative of PERIMETER PROTECTION AND SURVEILLANCE SYSTEMS, INC. (hereinafter referred to as "PERIMETER" or "ALARM COMPANY") has explained additional equipment, systems and protection that may be available from PERIMETER, for additional charges, and the undersigned has had sufficient opportunity to consider the additional services that may be available, and has decided not to request or contract for such additional equipment, systems or protection. The additional equipment, systems and protection discussed included but was not limited to the following:

- hardwire systems, wireless systems
- additional contacts
- motion detectors
- audio surveillance
- video surveillance
- guard response
- stationary guards
- data storage and retrieval
- access control
- fire, smoke, carbon monoxide, water, heat, temperature
- roof, attic walls, exterior
- independent secondary systems
- video monitoring
- cellular/radio backup
- latest technology
- dedicated telephone line communication
- UL, ETL or other nationally
- recognized testing lab
- approved installation
- UL, ETL or other nationally recognized testing lab
- approved monitoring
- sprinkler / fire alarm
- electrical surge protection

The undersigned acknowledges that:

● Not all of the above services are available or offered by PERIMETER but the services and equipment were brought to the undersigned's attention and the undersigned declined such services or the opportunity to obtain the services from other security companies.

● That PERIMETER explained the difference between VOIP and standard telephone line service and that PERIMETER recommends use of standard telephone line service and communication since VOIP [voice over internet service] may be less reliable service. The undersigned acknowledges that if VOIP is used it is at the undersigned's sole risk. Some telephone service depends on electrical service and PERIMETER is not responsible for such service.

● That PERIMETER is not responsible for the security or privacy of any wireless network system or router and that wireless systems can be accessed by others and it is the Subscriber's responsibility to secure access to the system with pass codes and lock outs.

● That PERIMETER has advised undersigned of any permits required for the alarm system and monitoring, and undersigned acknowledges that it is undersigned's responsibility to obtain and maintain all required permits and pay any false alarm or other fines related to the alarm systems or service.

● That smoke detectors and other battery-operated devices must be checked monthly and batteries replaced at least annually and that the undersigned is responsible to check and replace batteries.

- That PERIMETER has explained all components, operation and use of the alarm system to the undersigned's satisfaction, and
- That if audio or video devices are installed, subscriber has been advised to independently ascertain that the audio or video devices are used lawfully. PERIMETER has made no representations and has provided no advice regarding the use of audio or video devices.

Date: _____

_____

Signature by Authorized Officer (Name/Title must be printed below)

_____ City of Placentia

PERIMETER PROTECTION AND SURVEILLANCE SYSTEMS, INC.
116 W. Santa Fe Ave, Suite B
Placentia, California 92870
(657) 444-SAFE (7233)

SCHEDULE OF EQUIPMENT AND SERVICES
ADDENDUM #2 – 1-1-2023
Pedestrian Bridge

Add this approved attachment to:
The City of Placentia Security Agreement 1-1-2023

- Describe Equipment: The City of Placentia has agreed to proposal submitted on 10/5/22 for the sales, installation, service of cameras at the Pedestrian Bridge. The charges will be applied to the City of Placentia cost center:

Sales:

10 CV Cameras installed at:
- 6 cameras 1 per level in each tower
  - 2 locations are existing/replacement, 4 are new locations
- 2 cameras, 1 in each elevator with vandal resistant cover
- 2 cameras, replace on bridge
- 3 Voice Down locations (each tower plus bridge

Services provided as defined in 1-1-23 contract:

Managed Hosting
- across all 10 cameras

Central Station Monitoring
- across all 10 cameras

One Time Charge: $13,290
Monthly Recurring Charges:
- **Managed Hosting - $700/mo ($70/camera/mo)**
- **Monitoring - $65/mo/camera for 0 - 100 clips/camera**
  - **$100/mo/camera for up to 250 clips/camera**
  - **$150/mo/camera for up to 500 clips/camera**

City of Placentia to provide power for cameras, internet access, and bucket truck for install support.

PERIMETER PROTECTION AND SURVEILLANCE SYSTEMS, INC.:

By: _____
Signature

Kenny Binnings, CFO

Date: _____

SUBSCRIBER:

_____
Signature by Authorized Officer (Name must be printed below)

City of Placentia
Print Name and Title

Date: _____

PROPOSITION 65 WARNING: Equipment and packaging may contain components containing chemicals known to The State of California to cause cancer, birth defects or other reproductive harm.

ADDITIONAL EQUIPMENT, SYSTEMS AND SERVICE DISCLAIMER NOTICE

The undersigned acknowledges that a representative of PERIMETER PROTECTION AND SURVEILLANCE SYSTEMS, INC. (hereinafter referred to as "PERIMETER" or "ALARM COMPANY") has explained additional equipment, systems and protection that may be available from PERIMETER, for additional charges, and the undersigned has had sufficient opportunity to consider the additional services that may be available, and has decided not to request or contract for such additional equipment, systems or protection. The additional equipment, systems and protection discussed included but was not limited to the following:

- hardwire systems, wireless systems
- additional contacts
- motion detectors
- audio surveillance
- video surveillance
- guard response
- stationary guards
- data storage and retrieval
- access control
- fire, smoke, carbon monoxide, water, heat, temperature
- roof, attic walls, exterior
- independent secondary systems
- video monitoring
- cellular/radio backup
- latest technology
- dedicated telephone line communication
- UL, ETL or other nationally
- recognized testing lab
- approved installation
- UL, ETL or other nationally recognized testing lab
- approved monitoring
- sprinkler / fire alarm
- electrical surge protection

The undersigned acknowledges that:

● Not all of the above services are available or offered by PERIMETER but the services and equipment were brought to the undersigned's attention and the undersigned declined such services or the opportunity to obtain the services from other security companies.

● That PERIMETER explained the difference between VOIP and standard telephone line service and that PERIMETER recommends use of standard telephone line service and communication since VOIP [voice over internet service] may be less reliable service. The undersigned acknowledges that if VOIP is used it is at the undersigned's sole risk. Some telephone service depends on electrical service and PERIMETER is not responsible for such service.

● That PERIMETER is not responsible for the security or privacy of any wireless network system or router and that wireless systems can be accessed by others and it is the Subscriber's responsibility to secure access to the system with pass codes and lock outs.

● That PERIMETER has advised undersigned of any permits required for the alarm system and monitoring, and undersigned acknowledges that it is undersigned's responsibility to obtain and maintain all required permits and pay any false alarm or other fines related to the alarm systems or service.

● That smoke detectors and other battery-operated devices must be checked monthly and batteries replaced at least annually and that the undersigned is responsible to check and replace batteries.

- That PERIMETER has explained all components, operation and use of the alarm system to the undersigned's satisfaction, and
- That if audio or video devices are installed, subscriber has been advised to independently ascertain that the audio or video devices are used lawfully. PERIMETER has made no representations and has provided no advice regarding the use of audio or video devices.

Date: _____

_____

Signature by Authorized Officer (Name/Title must be printed below)

_____ City of Placentia

PERIMETER PROTECTION AND SURVEILLANCE SYSTEMS, INC.
116 W. Santa Fe Ave, Suite B
Placentia, California 92870
(657) 444-SAFE (7233)

SCHEDULE OF EQUIPMENT AND SERVICES
ADDENDUM #3 – 1-1-2023
100 - 200 Block of Santa Fe Ave

Add this approved attachment to:
The City of Placentia Security Agreement 1-1-2023

- Describe Equipment: The City of Placentia has agreed to proposal submitted on 10/5/22 for the sales, installation, service of cameras at the 100 - 200 block of Santa Fe Ave. The charges will be applied to the City of Placentia cost center:

Sales:

5 CV Cameras installed at:
- 3 cameras on light post at Bradford/Santa Fe Ave
- 2 cameras on light post along 200 block Santa Fe Ave.
- Install POE and network devices at each pole, connect to city internet at bridge

Services provided as defined in 1-1-23 contract:

Managed Hosting
- across all 10 cameras

Central Station Monitoring
- across all 10 cameras

Remove and discard any existing unused cameras on the post

One Time Charge: $8,195
Monthly Recurring Charges:
- **Managed Hosting - $350/mo ($70/camera/mo)**
- **Monitoring - Not provided**

City of Placentia to provide 110V power for cameras, internet access at bridge, and bucket truck for install support.

PERIMETER PROTECTION AND SURVEILLANCE SYSTEMS, INC.:

By: _____
Signature

Kenny Binnings, CFO

Date: _____

SUBSCRIBER:

_____
Signature by Authorized Officer (Name must be printed below)

City of Placentia
Print Name and Title

Date: _____

PROPOSITION 65 WARNING: Equipment and packaging may contain components containing chemicals known to The State of California to cause cancer, birth defects or other reproductive harm.

ADDITIONAL EQUIPMENT, SYSTEMS AND SERVICE DISCLAIMER NOTICE

The undersigned acknowledges that a representative of PERIMETER PROTECTION AND SURVEILLANCE SYSTEMS, INC. (hereinafter referred to as "PERIMETER" or "ALARM COMPANY") has explained additional equipment, systems and protection that may be available from PERIMETER, for additional charges, and the undersigned has had sufficient opportunity to consider the additional services that may be available, and has decided not to request or contract for such additional equipment, systems or protection. The additional equipment, systems and protection discussed included but was not limited to the following:

- hardwire systems, wireless systems
- additional contacts
- motion detectors
- audio surveillance
- video surveillance
- guard response
- stationary guards
- data storage and retrieval
- access control
- fire, smoke, carbon monoxide, water, heat, temperature
- roof, attic walls, exterior
- independent secondary systems
- video monitoring
- cellular/radio backup
- latest technology
- dedicated telephone line communication
- UL, ETL or other nationally
- recognized testing lab
- approved installation
- UL, ETL or other nationally recognized testing lab
- approved monitoring
- sprinkler / fire alarm
- electrical surge protection

The undersigned acknowledges that:

● Not all of the above services are available or offered by PERIMETER but the services and equipment were brought to the undersigned's attention and the undersigned declined such services or the opportunity to obtain the services from other security companies.

● That PERIMETER explained the difference between VOIP and standard telephone line service and that PERIMETER recommends use of standard telephone line service and communication since VOIP [voice over internet service] may be less reliable service. The undersigned acknowledges that if VOIP is used it is at the undersigned's sole risk. Some telephone service depends on electrical service and PERIMETER is not responsible for such service.

● That PERIMETER is not responsible for the security or privacy of any wireless network system or router and that wireless systems can be accessed by others and it is the Subscriber's responsibility to secure access to the system with pass codes and lock outs.

● That PERIMETER has advised undersigned of any permits required for the alarm system and monitoring, and undersigned acknowledges that it is undersigned's responsibility to obtain and maintain all required permits and pay any false alarm or other fines related to the alarm systems or service.

● That smoke detectors and other battery-operated devices must be checked monthly and batteries replaced at least annually and that the undersigned is responsible to check and replace batteries.

- That PERIMETER has explained all components, operation and use of the alarm system to the undersigned's satisfaction, and
- That if audio or video devices are installed, subscriber has been advised to independently ascertain that the audio or video devices are used lawfully. PERIMETER has made no representations and has provided no advice regarding the use of audio or video devices.

Date: _____

_____

Signature by Authorized Officer (Name/Title must be printed below)

_____ City of Placentia

Placentia City Council
AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR / PUBLIC SERVICES AND INFRASTRUCTURE

DATE: JANUARY 10, 2023

SUBJECT: **ACCEPTANCE OF CONSTRUCTION WORK AND NOTICE OF COMPLETION FOR THE ADA ACCESS RAMP INSTALLATION PROJECT, CITY PROJECT NO. 1305**

FISCAL IMPACT: EXPENSE:

$175,050.00	CONSTRUCTION CONTRACT
$ -40,940.00	CHANGE ORDER NO. 1
$134,110.00	TOTAL CONSTRUCTION COST

AVAILABLE BUDGET:

$192,600.00	TOTAL FY 22-23 CIP BUDGET
$192,600.00	MEASURE U FUND (791305-6740)

SUMMARY:

On July 19, 2022, the City Council awarded a construction contract to Martinez Concrete, Inc, in the amount of $175,050.00 for the installation of 20 new ADA (Americans with Disabilities Act) compliant curb ramps in various locations in the City. This project also included all ancillary work including installation of truncated domes, sidewalk, curb, gutter and/or asphalt repairs. One (1) Balancing Contract Change Order in the credit amount of $40,940.00 for a reduction in the construction contract amount of 23% was issued. This change order reflects actual quantity adjustments for three bid items (sidewalk, curb and gutter, and AC pavement), as well as the removal of three bid items (cross gutter, sign & post relocating, and survey markers) that were deemed not needed to construct this project. The Contract Change Order No. 1 is attached.

The Project has been completed to the satisfaction of the City. This action concludes the Project and authorizes filing a Notice of Completion with the Orange County Clerk-Recorder's Office in the amount of $134,110.00.

1.f.
Jan 10, 2023

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Authorize the City Administrator to approve Contract Change Order No. 1 with Martinez Concrete, Inc., in the credit amount of $40,940.00; and

2. Accept the work performed by Martinez Concrete, Inc., for construction of the ADA Access Ramp Installation Project, City Project No. 1305 for a grand total amount of $134,110.00; and

3. Authorize the City Administrator to file a Notice of Completion with the Orange County Clerk-Recorder's Office for the Project; and

4. Authorize the City Administrator to release retention funds in accordance with the terms of the contract.

STRATEGIC PLAN STATEMENT:

This item is consistent with the City Council approved 5-Year Strategic Goal to Implement Public Infrastructure to Meet Community Needs, under Goal #5, which is to provide safe access to pedestrian travel in the public right of way.

DISCUSSION:

On July 19, 2022, the City Council awarded a construction contract to Martinez Concrete, Inc (MCI), in the amount of $175,050.00 for the installation of 20 new ADA (Americans with Disabilities Act) compliant curb ramps in various locations in the City. This project also included all ancillary work including installation of truncated domes, sidewalk, curb, gutter and/or asphalt repairs.

During the course of construction for this project, it was determined that three bid items were no longer necessary (cross gutter, sign & post relocating, and survey markers) in order to install the ADA compliant ramps at 20 locations. There was also a number of quantity adjustments for sidewalks, curb and gutters, and AC pavement work performed by the Contractor. Balancing Contract Change Order No. 1 resulted in a total credit amount of $40,940.00, or a reduction in the construction contract amount of 23%. This Change Order is attached for City Council's approval.

FISCAL IMPACT:

The final construction cost plus the deductive change order amounts to $134,110.00. This cost consists of the bid amount submitted by Martinez Concrete Inc. in the amount of $175,050.00 and the $40,940.00 credit for the adjustment of bid items and quantities. Also, the 10% contingency amount of $17,505.00 was not needed. A total amount of $192,600.00 was available and budgeted in the Fiscal Year (FY) 2022-23 Capital Improvement Program Budget for this project. As such, sufficient funds exist for the recommended actions.

Prepared by:

Masoud Sepahi
City Engineer

Reviewed and approved:

Jennifer Lampman
Director of Finance

Reviewed and approved:

Luis Estevez
Deputy City Administrator

Reviewed and approved:

Damien R. Arrula
City Administrator

Attachments:

1. Contract Change Order No. 1
2. Notice of Completion – Martinez Concrete Inc. for Project No. 1305
3. Before and After Photos

Contract Change Order No.1

Project Title: ADA Access Ramp Installation, City Project No. 1305

Owner: City of Placentia **Contractor:** Martinez Concrete, Inc.

You are hereby directed to make the herein described changes from the plans and specifications or to do the following described work not included in the plans and specifications on this contract:

Balancing Quantities for Project Closeout

1 This Change Order provides:
- a) Extra work and credits identified in Exhibit A
  $ (40,940.00)

2 This Change Order came about from:
- a)

Balancing change order for all bid items based on actual final quantities.

3 Action to be taken:
- a) The City calculated extra quantities or credits based on actual final quantities for this change.

4 Compensation

a)	Adjustment of Line Items exceeding 25%	
b)	Extra work	$ (40,940.00)
d)	Credits	
	Total	$ (40,940.00)

5 Contract Time Extension
- a) 0

In addition to work specified in the bid specifications, this change order includes all extra work, field adjustments and credits. This work is an Contractor initiated change and includes all labor, equipment, materials, and supervision and Adminstration.

CHANGE TO CONTRACT COST:			**CHANGE TO CONTRACT TIME:**
Contract Amount:	$	175,050.00	
Previous CCOs:	$	-	
Adjustment of Line Items Exceeding 25%			
Total Extra Work	$	-	
Total Field Adjustments	$	-	
Total Credits	$	40,940.00	
Changes in Line Items:	$	(40,940.00)	
Current Contract price:	$	134,110.00	

Prepared by: _____
Raquel Garcia, Project Manager, City of Placentia

Recommended: _____
Masoud Sepahi, City Engineer, City of Placentia

Recommended: _____
Luis Estevez, Deputy City Administrator, City of Placentia

Approved by: _____
Damien R. Arrula, City Administrrator, City of Placentia

We, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this proposal, is approved, that we will provide all equipment, furnish all materials, except as may otherwise be shown above

Accepted: _____

If the Contractor does not sign acceptance of this order, his attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.

Attachment 1

CCO No. 1 Exhibit 'A'

Project Title: ADA Access Ramp Installation, City Project 1305

Owner: City of Placentia **Contractor: Martinez Concrete, Inc.**

No.	Description	Bid		Actual		$$	Comments	CREDIT	EXTRA
4	Adjusted Sidewalk Quantity	1000		955				$ (540.00)	$0.00
5	Adjusted Curb & Gutter Quantity	400		45				$ (24,850.00)	$0.00
6	Adjusted Cross Gutter Quantity	250		0				$ (6,250.00)	$0.00
7	Adjusted AC Pavement Quantity	500		250				$ (2,500.00)	$0.00
8	Adjusted Sign & Post Relocating Quantity	2		0				$ (800.00)	$0.00
10	Adjusted Survey Markers & Monument Preservation Quantity	1		0				$ (6,000.00)	$0.00
								-	$0.00
								-	$0.00
								-	$0.00
								-	$0.00
								-	$0.00
									$0.00
								-	
								-	
							Sum of Line Item Adjustments	$ (40,940.00)	$ -
							Cost of Line Item adjustments	$ (40,940.00)	
							Change in Contract Cost	-$40,940.00	

Das

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

Name / Street Address / City & State

City Clerk
City of Placentia
401 E. Chapman Ave.
Placentia, CA 92870

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Free Recording Per Government Code Section 27383 & 6103.

City Council Approval:

Deputy City Clerk

NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion. (See reverse side for Complete requirements.)

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is City of Placentia
3. The full address of the owner is 401 East Chapman Avenue
   Placentia, CA 92870
4. The nature of the interest or estate of the owner is: In fee.
   N/A
   (If other than fee, strike "In fee" and insert, for example, 'purchaser under contract of purchase," or "lessee")
5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are: NAMES ADDRESSES
   N/A
6. A work of improvement on the property hereinafter described was completed on September 15, 2022. The work done was:
   ADA Access Ramp Installation Project. City Project #1305. This work included removal of existing conditions for installation of 20 ADA compliant curb access ramps in various locations in the City. Work also included installation of truncated domes, sidewalk, curb, gutter and asphalt repairs.

The name of the contractor, if any, for such work of improvement was Martinez Concrete, Inc

7. 920 W. Foothill Boulevard, Azusa, CA 91702 7/19/2022
   (If no contractor for work of improvement as a whole, insert "none".) (Date of Contract)
8. The property on which said work of improvement was completed is in the city of Placentia
   County of Orange, State of California, and is described as follows: ADA Access Ramp Installation Project, City Project #1305
9. The street address of said property is none
   (If no street address has been officially assigned. insert "none".)

CITY OF PLACENTIA

Dated: January 10, 2022
Verification for Individual Owner

Signature of owner or corporate officer of owner named in paragraph 2 or his agent

VERIFICATION

I, the undersigned, say: I am the City Administrator, Damien R. Arrula the declarant of the foregoing
("President of", "Manager of", "Owner of", etc.)

Notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on January 10, (Date of Signature.), 2023, at Placentia (City where signed.), California.

(Personal signature of the individual who is swearing that the contents of the notice of completion are true.)-

NOTICE OF COMPLETION – WOLCOTTS FORM 1114 – RE□. 6-74

8 pt. type or larger

ATTACHMENT 2

Attachment 3

Ramp 1 – Seville Street / Lawn Avenue (North Side)

(Before)



(After)



Ramp 2 – Seville Street / Lawn Avenue (South Side)

(Before)



(After)



Ramp 3 – Carina Avenue / Cebu Court
(East Side)

(Before)



(After)



Ramp 4 – Carina Avenue / Cebu Court
(West Side)

(Before)



(After)



Ramp 5 – Cartlen Drive / Carina Avenue (North Side)

(Before)



(After)



Ramp 6 – Cartlen Drive / Carina Avenue (South Side)

(Before)



(After)



Ramp 7 – Cartlen Drive / Chicago Avenue (North Side)

(Before)



(After)



Ramp 8 – Cartlen Drive / Chicago Avenue (South Side)

(Before)



(After)



Ramp 9 – Morse Avenue
(North Side)

(Before)

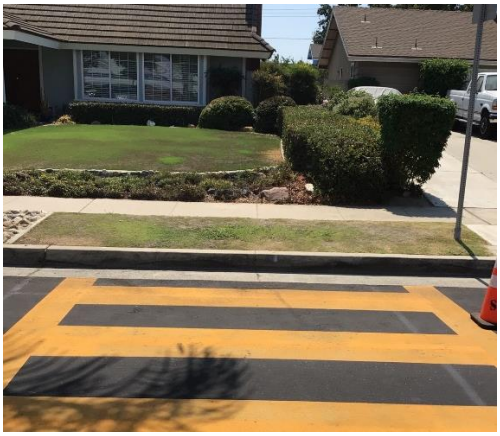


(After)



Ramp 10 – Morse Avenue
(South Side)

(Before)



(After)



Ramp 11 – Hillcrest Avenue / Cherry Hills Street (North Side)

(Before)



(After)



Ramp 12 – Hillcrest Avenue / Cherry Hills Street (South Side)

(Before)



(After)



Ramp 13 – Tuffree Boulevard / W Borromeo Avenue (North Side)

(Before)



(After)



Ramp 14 – Tuffree Boulevard / W Borromeo Avenue (South Side)

(Before)



(After)



Ramp 15 – Tuffree Boulevard / Juanita Way (North Side)

(Before)



(After)



Ramp 16 – Tuffree Boulevard / Juanita Way (South Side)

(Before)



(After)



Ramp 17 – Tuffree Boulevard / San Carlos Way (North Side)

(Before)



(After)



Ramp 18 – Tuffree Boulevard / San Carlos Way (South Side)

(Before)



(After)

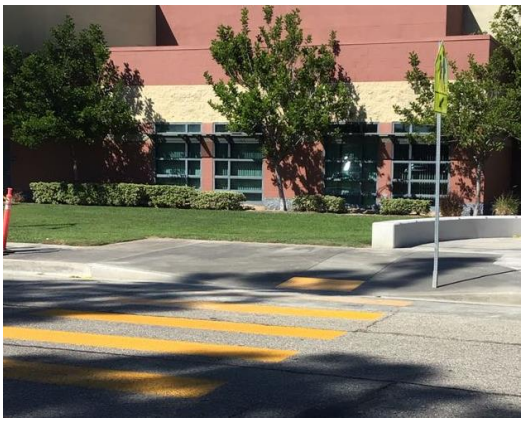


Ramp 19 – E La Jolla Street / Segovia Circle (North Side)

(Before)



(After)



Ramp 20 – E La Jolla Street / Segovia Circle (South Side)

(Before)



(After)



Placentia City Council
AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF DEVELOPMENT SERVICES

DATE: JANUARY 10, 2023

SUBJECT: **TENTATIVE TRACT MAP (TTM) NO. 19251: A PROPOSED TRACT MAP TO SUBDIVIDE AN APPROXIMATELY 0.40-ACRE LOT WITH 12 RESIDENTIAL TOWNHOME CONDOMINIUM UNITS LOCATED ALONG THE WEST SIDE OF VAN BUREN STREET, AT 503 AND 513 SOUTH VAN BUREN STREET WITHIN THE HIGH DENSITY RESIDENTIAL (R-3) ZONING DISTRICT**

FISCAL IMPACT: REVENUE: $203,462 DEVELOPMENT IMPACT FEES

SUMMARY:

Tentative Tract Map 19251 is an application to subdivide an approximately 0.4-acre lot with 12 residential townhome condominium units located at 503 and 513 South Van Buren Street (collectively, "TTM"). At the Planning Commission ("Commission") meeting held December 13, 2022, the Commission voted 5-0-1 to recommend approval of TTM 19251 to the City Council. In accordance with Placentia Municipal Code (PMC) Sections 22.72.060 and 22.72.070, the Commission hereby submits a report of its findings and recommends approval of TTM 19251 to the City Council.

RECOMMENDATION:

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

> Adopt Resolution No. R-2023-02, A Resolution of the City Council of the City of Placentia, California, adopting a Categorical Exemption pursuant to the California Environmental Quality Act (Public Resources Code §§ 21000-21177 and §15000 *et seq.* of Title 14 of the California Code Of Regulations) (CEQA) and approving Tentative Tract Map (TTM) 19251 for the subdivision of 12 residential townhome units for condominium purposes on a 0.40-acre lot located within the High Density Residential (R-3) Zoning District and sited on property located at 503 and 513 South Van Buren Street.

STRATEGIC PLAN STATEMENT:

This item is consistent with the City Council approved 5-Year Strategic Goal to achieve:

Implementation of Housing Element Strategies, Objective Number 3.10. This agenda item will specifically create opportunities for the development of more housing in the City, including a mix of housing at various price points.

BACKGROUND:

PMC Section 22.72.002 requires a Tract Map for all subdivisions of five (5) or more parcels and PMC Section 22.72.060(c) requires that the Planning Commission recommend conditional approval or denial of the subdivision map to the City Council. At the Planning Commission meeting held December 13, 2022, the Commission voted 5-0-1, to recommend approval of TTM 19251 to the City Council. At that same meeting, the Commission reviewed and approved Development Plan Review (DPR) No. 2022-03 and Use Permit (UP) No. 2022-04 to permit the development of an approximately 0.40-gross acre lot for the construction of two (2), three-story, multi-family buildings consisting of 12 residential townhome units and associated hardscape and landscape improvements. In addition to the Tentative Tract Map, the applicant has submitted a lot line adjustment (LLA) to enlarge the subject property, moving the northern boundary of the parcel approximately four feet to the north. This LLA will be recorded prior to recordation of the Final Map.

The 12 townhomes will be integrated as Phase II into the Hudson development currently in construction. In accordance with PMC Sections 23.75.010 and 23.87.040, DPR 2022-03 and UP 2022-04 do not require City Council approval and therefore are not part of the request. However, pursuant to PMC Section 22.72.070, City Council approval is necessary for TTMs.

DISCUSSION:

Subject Site and Surrounding Land Uses

The table below illustrates the site and existing land uses surrounding the site, General Plan land use designation, and zoning designation:

Location	Existing Land Use	Land Use Element General Plan Designation	Zoning Map Designation
Existing	Legal, non-conforming single-family residential houses	High Density Residential	High Density Residential (R-3)
Proposed	Attached, Single-Family Residential Townhomes	High Density Residential	High Density Residential (R-3)

North	Attached, Single-Family Residential Townhomes (HUDSON PHASE I)	High Density Residential	High Density Residential (R-3)
South (Other side of greenbelt of Hudson Phase I)	Atwood Channel	Industrial	M(O)
East (adjacent and across S. Van Buren Street	Single Family Residential	Low Density Residential	Single-Family Residential (R-1)
West	Attached, Single-Family Residential Townhomes (HUDSON PHASE I)	High Density Residential	High Density Residential (R-3)

Applicable Code Section – Placentia Municipal Code
The subject property is currently zoned R-3. The project will be required to comply with the development standards and use requirements set forth in the PMC for projects within the R-3 Zoning District. Pursuant to PMC Section 22.72.060, subdivisions consisting of five or more parcels shall require Planning Commission review at a noticed public hearing, to review and solicit a recommendation for final action on the proposed TTM by the City of Placentia City Council (PMC 22.72.070).

Lot Standards
Title 22 (Subdivisions) of the PMC sets forth development standards defining the minimum lot width, lot depth, and lot area for all parcels in all zoning districts to bring about orderly development throughout the City. The R-3 district standards requires a minimum area of 8,000 square feet for all interior lots with a minimum frontage width of 80 feet. The proposed lot exceeds the minimum requirements with a lot area of 17,467 square feet and a minimum lot width at approximately 110 linear feet. Overall, the proposed subdivision will not modify the size and configuration of the lot, will maintain compliance with the minimum requirements of the PMC, and will be compatible with existing lots within the surrounding area. This is because the subdivision is solely for condominium purposes.

ENVIRONMENTAL:

The proposed application was reviewed by Staff in accordance with the requirements of the California Environmental Quality Act (CEQA); Public Resources Code §§ 21000 *et esq.*; the State

CEQA Guidelines, 14 C.C.R. §§ 15000 *et esq.*; and the Environmental Guidelines of the City of Placentia. Staff and the Planning Commission both recommend that the City Council exercise its independent judgement and find that TTM 19251 is exempt from CEQA pursuant to State CEQA Guidelines § 15332 (Class 32 – In-Fill Development Projects) as the permit would be issued to an infill development project.

FISCAL IMPACT:

Approval of the Tentative Tract Map to subdivide the property for 12 residential townhome condominium units will generate approximately $203,462 in Development Impact Fees.

Prepared by:

Lesley Whittaker
Associate Planner

Reviewed and approved:

Joseph M. Lambert
Director of Development Services

Reviewed and approved:

Jennifer Lampman
Director of Finance

Reviewed and approved:

Damien R. Arrula
City Administrator

Attachments:

1. Resolution No. R-2023-02 Related to TTM 19251
   Attachment A: Conditions of Approval for Tentative Tract Map No. 19251
2. TTM 19251 Subdivision Map and Project Plans
3. Planning Commission Staff Report for TTM 19251, DPR 2022-03, UP 2022-04, and Attachments Thereto (Attachments 4-8 of the Planning Commission Staff Report)

RESOLUTION NO. R-2023-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, ADOPTING A CATEGORICAL EXEMPTION PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (PUBLIC RESOURCES CODE §§ 21000-21177 AND §15000 *ET SEQ.* OF TITLE 14 OF THE CALIFORNIA CODE OF REGULATIONS) (CEQA) AND APPROVING TENTATIVE TRACT MAP (TTM) 19251 PERTAINING TO THE SUBDIVISION OF PROPERTY LOCATED AT 503 AND 513 SOUTH VAN BUREN STREET AND MAKING FINDINGS IN SUPPORT THEREOF

A. Recitals.

WHEREAS, On December 13, 2022, the Planning Commission of the City of Placentia conducted, and concluded, a duly noticed public hearing, as required by law, recommending to the City Council of the City of Placentia, approval of Tentative Tract Map No. TTM 19251 for the property located at 503 and 513 South Van Buren Street.

WHEREAS, The Planning Commission heard testimony, received a report and other relevant information from City staff and members of the public including Alan Toffoli, of Toffoli Investments, LLC. ("Applicant" hereinafter), regarding a Tentative Tract Map application.

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

B. Resolution.

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

Section 1. The City Council hereby specifically finds that all of the facts set forth in the Recitals, Part A, of this Resolution are true and correct.

Section 2. Based upon substantial evidence presented to this City Council with regard to the Application, including written staff reports, verbal testimony and development plans, the City Council hereby specifically finds as follows:

a. The proposed project will not be: (1) detrimental to the health, safety or general welfare of the persons residing or working within the neighborhood of the proposed development or within the city, or (2) injurious to the property or improvements within the neighborhood or within the city. The subject subdivision is not likely to cause serious public health problems. Subject to compliance with the attached Conditions of Approval set forth in Attachment "1.A." of the staff report (Attachment A to

ATTACHMENT 1

this Resolution) and by this reference incorporated herein and Standard Development Requirements, the project complies with all applicable code requirements and development standards of the “R-3” High Density Residential Zoning District and Title 22, and with other applicable regulations of the Placentia Municipal Code (PMC).

b. The proposed use is consistent with the City's General Plan. The General Plan Land Use designation for the subject site high-density residential, and the proposed use does not involve any change in the allowable land use of the subject site. The proposed project involves the subdivision of a 0.40-acre parcel into 12 condominium residential townhomes consistent with the “R-3” High Density Residential Zoning District and the General Plan. Therefore, the site is physically suitable for the proposed type and density of development.

c. The proposed project as presented in the staff report and accompanying plans complies with all requirements of Chapter 23.21 of the PMC. City Staff carefully examined the proposed subdivision against the applicable development regulations prescribed in Title 23 (Zoning Ordinance) and determined it to be in substantial compliance. The proposed subdivision includes Conditions of Approval and Standard Development Requirements to ensure full compliance with applicable code requirements and to ensure full compliance with the General Plan, and with applicable design improvements required therein.

d. Conditions necessary to secure the purposes of this section, including guarantees and evidence of compliance with conditions are made part of this Tentative Tract Map approval. Attachment “1.A” of the staff report (Attachment A to this Resolution) contain Conditions of Approval and Standard Development requirements specific to this application in order to provide assurances that the proposed subdivision and related on and off-site improvements are in compliance with applicable requirements of the PMC.

e. That the proposed map is consistent with the General Plan and with all provisions of Title 22 of the PMC. The proposed Tentative Tract Map application is to subdivide an existing 0.40 acre parcel into 12 condominium townhomes. The proposed map is consistent with all polices, programs, and goals of the General Plan.

f. That the design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision. As part of the review of the application, an extensive record research was completed. Additionally, the application submitted a preliminary title report with their application.

g. That the design of the subdivision or the proposed improvements is not likely to cause substantial environmental damage or substantially and avoidably injure wildlife or their habitat. The subject site is an underutilized property that only has limited vegetation. There are no known areas within the City that host wildlife or their habitat.

Section 3. a. The City Council of the City of Placentia finds that TTM 19251 is exempt from the California Environmental Quality Act ("CEQA"), Public Resources Code §§ 21000 *et seq.,* the State CEQA Guidelines, 14 C.C.R. §§ 15000 *et seq.,* and the Environmental Guidelines of the City of Placentia pursuant to the State CEQA Guidelines § 15332 (Class 32 – Infill Development Project) as this subdivision will result in the division of property in an urbanized area zoned for residential use and located in an infill area, consisting of less than five acres The division is in conformance with the General Plan and zoning, no variances or exceptions are required, all services and access to the proposed subdivision for condominium purposes to local standards are available, the parcel was not involved in a division of a larger parcel within the previous 2 years, and the parcel does not have an average slope greater than 20 percent;

b. The City Council finds and determines that, based upon the findings set forth above and below, and changes and alterations which have been incorporated into and conditioned upon the proposed project, no significant adverse environmental effects will occur; and

c. The City Council finds that facts supporting the above-specified findings are contained in the staff report and exhibits, and the information provided during the public hearing conducted with respect to the Application.

Section 4. Based upon the findings and conclusions set forth herein, the City Council hereby approves Tentative Tract Map 19251, as modified herein, and specifically subject to the conditions set forth in Attachment "1.A." of the staff report (Attachment A to this Resolution) attached hereto and by this reference incorporated herein.

PASSED, ADOPTED and APPROVED this 10th day of January 2023.

_____
Ward L. Smith, Mayor

ATTEST:

_____
Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert S. McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Placentia, held on the 10th day of January 2023 by the following vote:

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

_____
Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

_____
Christian Bettenhausen, City Attorney

Attachment "A"
Special Conditions of Approval for
Tentative Tract Map No. TTM 19251
503 and 513 South Van Buren Street

SPECIAL CONDITIONS

If the above referenced application is approved, applicant and/or property owner shall comply with the Special Conditions listed below and the Standard Development Requirements attached.

ALL OF THE FOLLOWING SPECIAL CONDITIONS OF APPROVAL AND STANDARD DEVELOPMENT REQUIREMENTS SHALL BE FULLY COMPLIED WITH FOR THE DEVELOPMENT PLAN REVIEW TO CONTINUE IN GOOD STANDING.

DEVELOPMENT SERVICES DEPARTMENT – PLANNING DIVISION:

1. Failure to abide by and faithfully comply with any and all conditions attached to this action shall constitute grounds for revocation or amendment of said actions by the City of Placentia Planning Commission.

2. The applicant shall, as a condition of project approval, at its sole expense, defend, indemnify and hold harmless the City, its officers, employees, agents and consultants from any claim, action, proceeding, liability or judgment against the City, its officers, employees, agents and/or consultants, which action seeks to set aside, void, annul or otherwise challenge any approval by the City Council, Planning Commission, or other City decision-making body or City staff action concerning applicant's project. The applicant shall pay the City's defense costs, including attorney fees and all other litigation-related expenses, and shall reimburse the City for any and all court costs, which the City may be required to pay as a result of such defense. The applicant shall further pay any adverse financial award which may issue against the City including but not limited to any award of attorney fees to a party challenging such project approval. The City shall retain the right to select its counsel of choice in any action referred to herein. The City agrees to promptly notify the applicant of any such claim filed against the City and to fully cooperate in the defense of any such action.

3. Approval of Tentative Tract Map (TTM) 19251 and the final map is contingent upon City Council Approval.

4. TTM 19251 shall expire twenty-four (24) months after approval or conditional approval if a final map is not recorded. Upon written request, by the developer, the time limit may be extended an additional twelve (12) months by City Council.

5. A final map shall be prepared by or under the direction of a registered Civil engineer or licensed land surveyor in the State, as provided for in the Business and Professions Code.

6. TTM 19251 shall comply with the applicable requirements of Title 22 Subdivisions of the Placentia Municipal Code.

7. To satisfy the City's Utility undergrounding requirement for the second phase of the Hudson development (Phase II, Tract 19251), the Applicant and/or property owner shall make a deposit, to be held by the City, in the amount equal to "40% of the total current estimated cost of the Undergrounding Work (the "Deposit"). Once the "Phase II" deposit is paid by the applicant or property owner of "Phase II", the obligation for undergrounding work shall be satisfied for "Phase II". The final deposit amount for the undergrounding work will be calculated and deposited in cash or a Letter of Credit, within 10 days prior to the final Certificate of Occupancy of the last building in either "Phase I or II".

    a. The Deposit shall be retained by the City until such time as Phase 3 has been entitled and received final City approval, and all Undergrounding Work has been completed, inspected, and approved by the City and affected utility or telephone companies, which may be the Applicant, or another ownership entity. After completion and acceptance of the Undergrounding Work, the Deposit shall be released to the owner and developer of Phase III responsible for the construction of the Undergrounding Work (the "Phase III Developer".)

    b. The CC&Rs prepared for Phase II will include a disclosure that depicts the existing location of the above ground utility lines and notice to all future owners and tenants that the Undergrounding Work will be constructed in the future.

    c. The Applicant acknowledges that this condition shall not limit the City's right to require the Applicant and/or property owner, as a part of the Phase II development, to move existing utility poles to accommodate new public sidewalks constructed along the property frontage of Phase II to ensure compliance with ADA accessibility standards. If the Applicant is able to demonstrate that the sidewalk can be constructed to ADA standards without relocation of the existing utility poles, the Applicant will not have to relocate the utility poles until such time as removal is done as part of the undergrounding work.

    d. The cost estimate for the Undergrounding Work, which includes the total cost of design and construction of the undergrounding of the overhead lines for phases I, II, and III, is subject to the City's review and approval.

    e. The Undergrounding Work is the sole responsibility of the Applicant for Phases 1 and 2, and the Developer of Phase 3; the City is not responsible for and will not construct the Undergrounding Work for any Phase of this development.

8. Any modifications to the approved floor plan/site plan and any modifications which will change, expand or intensify the use shall be subject to review and approval by the Director of Development Services. The Director of Development Services or his or her designee may determine if such modifications require approval by the Placentia Planning Commission or may be approved administratively by City staff.

9. The Applicant will Install a crosswalk that traverses Van Buren Street at a location immediately adjacent to the Atwood Channel bridge. The cross walk shall be

clearly striped to city standards and equipped with a pedestrian activated signal system to the satisfaction of the Public Works Director and/or his/her designee.

10. Prior to final release of the residential units for occupancy, all Special Conditions of Approval and Standard Development Requirements shall have been completed and final inspections approved for their respective portion.

11. The approval of Tentative Tract Map No. TTM 19251 shall be contingent upon approval of Development Plan Review No. DPR 2022-03 and Use Permit No. UP 2022-04. In the event the TTM is denied, approval of any of the aforementioned DPR and UP entitlements shall be deemed to be null and void. In the event the DPR and UP are denied, TTM 19251 shall be deemed null and void.

12. Comply with all applicable conditions of approval of DPR 2022-03 and UP 2022-04.

PUBLIC WORKS – ENGINEERING DIVISION:

13. Prior to recordation of the final map, the public improvement plans as required shall be prepared and signed by the City Engineer.

Final Map

14. Applicant shall provide a quitclaim or relocation of any easement(s) that affects the proposed development.

15. The applicant shall prepare and submit a preliminary title report no older than 90 days.

16. Prior to approval of the Final Map, pursuant to the Subdivision Improvement Agreement for Public Improvements and survey Monumentation, the developer shall provide security in an amount specified in writing by the Registered Civil Engineer or a Licensed Land Surveyor of record. The developer shall enter into an agreement providing for the necessary right-of-way, design and construction of missing public improvements, which shall be constructed in coordination with adjacent existing improvements prior to occupancy of the development and subject to review and approval by the City Engineer.

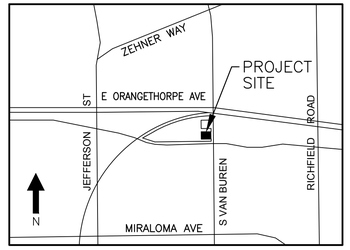
17. The applicant shall establish a Homeowner's association (HOA) for the purpose of maintaining all private access, common lots, onsite fire hydrant, common sewer line, WQMP, LIP, open space, storm drainage and emergency opening of security gate. The association is subject to the review and approval of the Director of Public Works and City Attorney and shall be recorded concurrently with the final map.

18. Prior to the exoneration of any security, the applicant shall submit one (1) duplicate Mylar of the final map and all as built public improvement plans, in a manner acceptable to the City Engineer. The computer analysis may be submitted on a CD with a proper labeled.

TENTATIVE TRACT MAP NO. 19251

FOR CONDOMINIUM PURPOSES

CITY OF PLACENTIA, COUNTY OF ORANGE, STATE OF CALIFORNIA



VICINITY MAP

NOT TO SCALE

PARCEL A TITLE INFORMATION:

THE FOLLOWING TITLE INFORMATION WAS DERIVED FROM AN ALTA COMMITMENT FOR TITLE INSURANCE ISSUED BY FIDELITY NATIONAL TITLE COMPANY, ORDER NO. ORDER NO.: 014-30088859-B-BAM DATED AUGUST 2, 2022 AT 7:30 AM

(#) DENOTES PLOTTED ITEM.

9. EASEMENTS IN FAVOR OF THE STERN REALTY COMPANY FOR THE PURPOSES OF TAKING AND CARRYING AWAY ALL WATER LYING, PERCOLATING AND FLOWING & RIGHTS INCIDENTAL THERETO AS RESERVED IN A DOCUMENT RECORDED APRIL 28, 1925 IN BOOK 574 PAGE 341, OF DEEDS.
EXACT LOCATION AND EXTENT OF SAID EASEMENT IS NOT DISCLOSED OF RECORD.

LEGAL DESCRIPTION:

THE LAND REFERRED TO HEREIN BELOW IS SITUATED PLACENTIA IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF THE NORTH ONE-HALF OF LOT 37 OF HAZARDS SUB-DIVISION, IN THE CITY OF PLACENTIA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS PER MAP OF RICHFIELD FILED IN BOOK 1, PAGE 26 OF LICENSED SURVEYOR'S MAPS, RECORDS OF ORANGE COUNTY, CALIFORNIA, LYING SOUTHERLY OF THE STRIP OF LAND 100 FEET WIDE, BEING THE RIGHT OF WAY OF THE SOUTHERN CALIFORNIA RAILWAY AS SHOWN ON SAID MAP, AND CONVEYED TO SAID RAILWAY COMPANY BY DEED RECORDED AUGUST 12TH, 1893 IN BOOK 81, PAGE 346 OF DEEDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT IN THE CENTER LINE OF VAN BUREN STREET, NORTH 89 DEGREES 28' EAST, 29.50 FEET FROM THE SOUTHEAST CORNER OF SAID LOT 37; THENCE NORTH 0 DEGREES 32' WEST, ALONG THE CENTER LINE OF VAN BUREN STREET 779.83 FEET TO A POINT, SAID POINT BEING DISTANT SOUTH 0 DEGREES 32' EAST, 17.48 FEET FROM THE INTERSECTION OF THE CENTER LINES OF VAN BUREN STREET AND OAK STREET AS RECORDED IN TRACT NO. 144, MISCELLANEOUS MAPS, BOOK 12, PAGE 3, RECORDS OF ORANGE COUNTY, CALIFORNIA; THENCE SOUTH 89 DEGREES 28' WEST, 29.50 FEET TO A POINT IN THE WEST LINE OF SAID VAN BUREN STREET, THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89 DEGREES 28' WEST, 150.00 FEET TO A POINT; THENCE SOUTH 0 DEGREES 32' EAST, 60.00 FEET TO A POINT; THENCE NORTH 89 DEGREES 28' EAST, 150.00 FEET TO A POINT IN THE WEST LINE OF VAN BUREN STREET, SAID POINT BEING SOUTH 0 DEGREES 32' EAST, 288.03 FEET FROM THE SOUTHERLY RIGHT OF WAY LINE OF THE ABOVE MENTIONED SOUTHERN CALIFORNIA RAILWAY; THENCE NORTH 0 DEGREES 32' WEST, ALONG THE WEST LINE OF SAID VAN BUREN STREET, 60.00 FEET, MORE OR LESS TO THE POINT OF BEGINNING.
EXCEPTING ALL OIL, PETROLEUM, GAS AND OTHER HYDROCARBON IN, UNDER OR RECOVERABLE FROM SAID LAND NOT NOW RESERVED.
APN: 346-164-23

PARCEL B TITLE INFORMATION:

THE FOLLOWING TITLE INFORMATION WAS DERIVED FROM AN ALTA COMMITMENT FOR TITLE INSURANCE ISSUED BY FIDELITY NATIONAL TITLE COMPANY, ORDER NO. ORDER NO. 014-30088860-B-BAM DATED AUGUST 2, 2022 AT 7:30 AM

LEGAL DESCRIPTION:

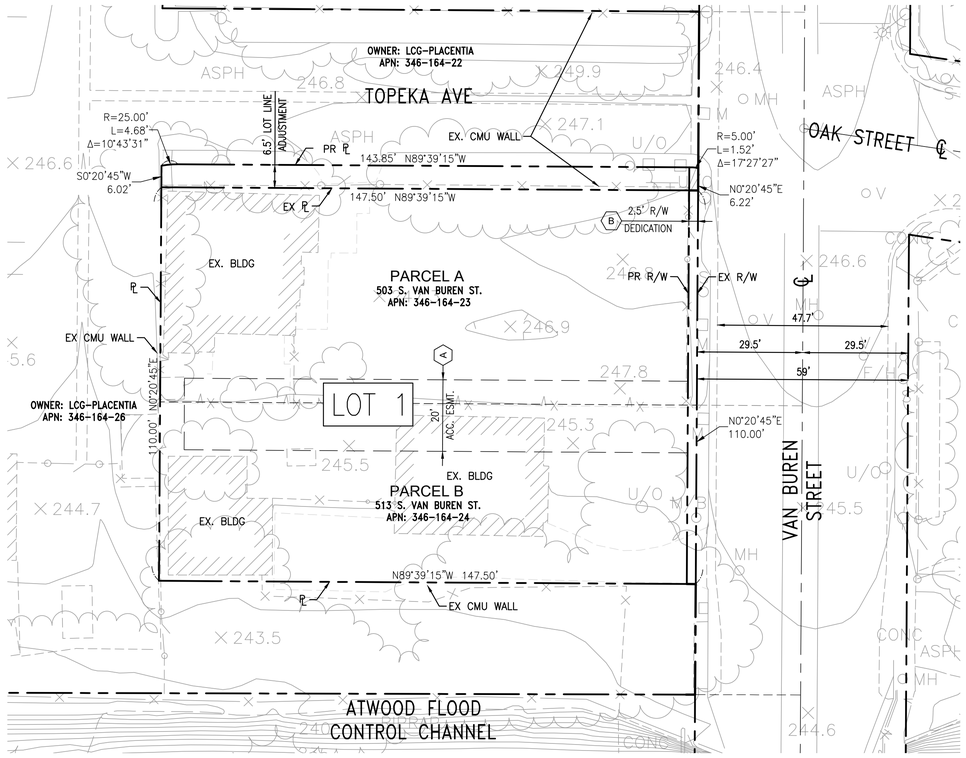
THE LAND REFERRED TO HEREIN BELOW IS SITUATED PLACENTIA IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF THE NORTH HALF OF LOT THIRTY-SEVEN OF HAZARD'S SUBDIVISION, IN THE CITY OF PLACENTIA, COUNTY OF ORANGE, STATE OF CALIFORNIA, AS SHOWN ON A MAP OF RICHFIELD FILED IN BOOK 1, PAGE 26, OF RECORD OF SURVEYS, IN THE OFFICE OF THE COUNTY RECORDER OF ORANGE COUNTY, CALIFORNIA, LYING SOUTHERLY OF THE STRIP OF LAND 100 FEET WIDE, BEING THE RIGHT OF WAY OF THE SOUTHERN CALIFORNIA RAILWAY AS SHOWN ON SAID MAP AND CONVEYED TO SAID RAILWAY COMPANY BY DEED RECORDED AUGUST 12, 1893 IN BOOK 81, PAGE 346, OF DEEDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT A POINT IN THE CENTER LINE OF VAN BUREN STREET, NORTH 89° 28' EAST 29.50 FEET FROM THE SOUTHEAST CORNER OF SAID LOT THIRTY SEVEN; THENCE NORTH 0° 32' WEST, ALONG THE CENTER LINE OF VAN BUREN STREET, 719.83 FEET TO A POINT, SAID POINT BEING DISTANT SOUTH 0° 32' EAST 77.48 FEET FROM THE INTERSECTION OF THE CENTER LINES OF VAN BUREN STREET AND OAK STREET, AS SHOWN ON THE MAP OF TRACT NO. 144, RECORDED IN BOOK 12, PAGE 3, OF MISCELLANEOUS MAPS, RECORDS OF SAID ORANGE COUNTY, CALIFORNIA; THENCE SOUTH 89° 28' WEST 29.50 FEET TO A POINT IN THE WEST LINE OF SAID VAN BUREN STREET, THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 89° 28' WEST 150.00 FEET TO A POINT; THENCE SOUTH 0° 32' EAST 50.00 FEET TO A POINT; THENCE NORTH 89° 28' EAST 150.00 FEET TO A POINT IN THE WEST LINE OF VAN BUREN STREET, SAID POINT BEING SOUTH 0° 32" EAST 338.03 FEET FROM THE SOUTHERLY RIGHT OF WAY LINE OF THE ABOVE MENTIONED SOUTHERN CALIFORNIA RAILWAY; THENCE NORTH 0° 32' WEST ALONG THE WEST LINE OF SAID VAN BUREN STREET, 50.00 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.
EXCEPTING ALL OIL, PETROLEUM, GAS AND OTHER HYDROCARBON SUBSTANCES IN, UNDER OR RECOVERABLE FROM SAID LAND AS RESERVED IN DEED RECORDED SEPTEMBER 19, 1975 IN BOOK 11516, PAGE 386 OF OFFICIAL RECORDS.
APN: 346-164-24

PROPOSED EASEMENTS

(A) AN EASEMENT FOR EMERGENCY SERVICE PURPOSES INCLUDING INGRESS AND EGRESS RIGHTS FOR ACCESS PURPOSES AS DEDICATED TO THE CITY OF PLACENTIA.

(B) AN EASEMENT FOR PUBLIC STREET PURPOSES DEDICATED TO THE CITY OF PLACENTIA.



DEMOLITION NOTES:

1) ALL EXISTING BUILDINGS LOCATED WITHIN THE PROPERTY SHALL BE DEMOLISHED AND REMOVED
2) ALL EXISTING FENCES/SCREEN WALLS WITHIN THE PROPERTY SHALL BE DEMOLISHED AND REMOVED
3) ALL EXISTING FENCES/SCREEN WALLS LOCATED ON OR NEAR THE PROPERTY LINE SHALL BE PROTECTED IN PLACE OR RELOCATED, WHERE POSSIBLE.

1" = 20'

0 10 20 40

SHEET INDEX

SHEET NO.

SHEET 1 TENTATIVE TRACT MAP
SHEET 2 PRELIMINARY GRADING & UTILITY PLAN
SHEET 3 CIRCULATION & PARKING PLAN

OWNER/SUBDIVDER

TOFFOLI INVESTMENTS, LLC
3 HUGHES
IRVINE, CALIFORNIA 92618
PHONE: (949) 768-2535

ENGINEER INFORMATION

C&V CONSULTING, INC.
9830 IRVINE CENTER DRIVE
IRVINE, CALIFORNIA 92618
PHONE: (949) 916-3800

SOILS ENGINEER

ALTA CALIFORNIA GEOTECHNICAL, INC.
170 N. MAPLE STREET, SUITE 108
CORONA, CA 92880
PHONE: (951) 509-7090

SITE ADDRESS

503 & 513 S VAN BUREN ST
PLACENTIA, CA 92870

ASSESSOR'S PARCEL NUMBERS:

346-164-23
346-164-24

LOT AREA

EXISTING: 0.379 AC (16500 SF)
PROPOSED GROSS: 0.401 AC (17467.09 SF)
PROPOSED NET: 0.394 AC (17176.07 SF)

FLOOD ZONE

THE SUBJECT PROPERTY LIES WITHIN ZONE "X" OF FLOOD INSURANCE RATE MAP PANEL NUMBER 06059 C 0152 J, BEARING AN EFFECTIVE DATE OF 12/03/2009.

ZONE "X" DENOTES AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

LEGEND

CONC	CONCRETE		EXISTING ESMT
ASPH	ASPHALT		POWER POLE
	TREE		GUYWIRE/ANCHOR
	BUSH	M	METER
	PALM TREE		POST (NO LABEL)
M/B	MAIL BOX	V	VALVE
	STREET LIGHT	MH	MANHOLE
	SIGN (10')		HANDICAP
	SIGN (5')	UB	UTILITY BOX
LS	LARGE SIGN POST	SP	STAND PIPE
CB	CATCH BASIN	MW	MONITOR WELL
DI	DROP INLET	S	SEWER LINE
LP	LIGHT POLE	G	BURIED GAS LINE
M	PARKING METER	W	BURIED WATER LINE
DI	DROP INLET	OH	OVERHEAD WIRES
S	SIGN		SCREEN WALL
FH	FIRE HYDRANT		RETAINING WALL
			TREE LINE
			BRUSH LINE

DEVELOPER :

REVISIONS

NO.	DATE	INITIAL	DESCRIPTION	APP	DATE

OWNER/DEVELOPER:

TOFFOLI INVESTMENTS, LLC
3 HUGHES, IRVINE, CALIFORNIA 92618

SOILS ENGINEER :
ALTA CALIFORNIA GEOTECHNICAL, INC.
170 N. MAPLE STREET, SUITE 108
CORONA, CA 92880
PHONE (951) 509-7090

PREPARED BY :
C&V CONSULTING, INC.
CIVIL ENGINEERING
LAND PLANNING & SURVEYING
9830 IRVINE CENTER DRIVE
IRVINE, CALIFORNIA 92618
(949) 916-3800
INFO@CVC-INC.NET
WWW.CVC-INC.NET

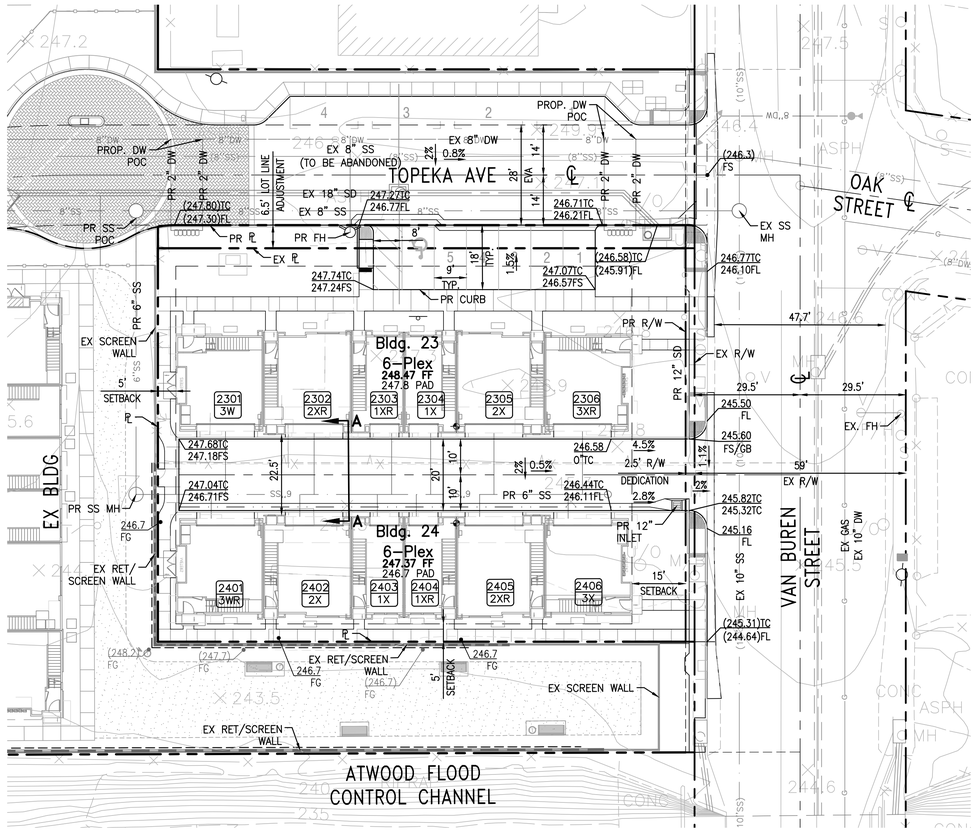
REGISTERED PROFESSIONAL ENGINEER
DANIEL P. McDOUGALL
C 80705
CIVIL
STATE OF CALIFORNIA

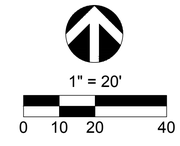
TENTATIVE TRACT MAP 19251

DATE: 11/28/2022
SHEET 1 OF 3
SCALE: AS SHOWN
DRAWN BY: JM
CHECKED BY: JC

CITY OF PLACENTIA

PLOT SET: PSHT 2
PLOT DATE: 11/28/2022 9:18:42 AM
FILE: P:\PROJECTS\346-164\TM-19251\346-164-TM-19251.DWG





SITE DATA:

LAND AREA
GROSS: 0.401 ACRES
NET: 0.394 ACRES

UNITS
TINY TOWNS 12

PROPOSED ZONING:
"R-3" HIGH DENSITY MULTIPLE-FAMILY

SETBACKS
FRONT – 15 FEET
STREET – 5 FEET
SIDE – 5 FEET
REAR – 5 FEET

HEIGHT: 35' MAX – PROPOSED 35'-2"

MINIMUM DISTANCE BETWEEN BUILDINGS:
20' MIN. DOUBLE ACCESS
12' MIN. SINGLE ACCESS
10' MIN. BETWEEN ALL OTHER BILLINGS

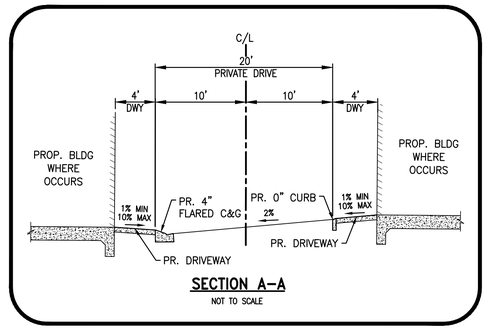
DENSITY
GROSS: 30.0 DU/AC

PARKING
GARAGES STALLS: 20 PROVIDED
OPEN STALLS: 6 PROVIDED
REQUIRED PARKING: 2.15 STALLS/UNIT = 26 STALLS

TOTAL PROVIDED:
20 GARAGES STALLS
+ 6 OPEN STALLS
= 26 STALLS PROVIDED

OPEN SPACE
5847.72 SQUARE FEET (0.134 ACRES)
REQUIRED: 200 S.F./UNIT = 2,400 S.F.
OR 0.05 ACRES

LOT COVERAGE
8,403 SQUARE FEET (0.193 ACRES)
48.1% LOT COVERAGE PROVIDED
REQUIRED: 60% MAX. (GROSS) = 10,480.25 S.F.
OR 0.241 ACRES



SECTION A-A
NOT TO SCALE

LEGEND

- EX. CONTOUR LINE
- PROPERTY LINE
- EXISTING CURB AND GUTTER
- STREET LIGHT
- FIRE HYDRANT
- CENTERLINE
- EX. STORM DRAIN LINE
- PROP. STORM DRAIN
- JUNCTION STRUCTURE
- MANHOLE
- CLEANOUT
- INLET
- PROP. CONTOUR LINE

DEVELOPER :

REVISIONS

NO.	DATE	INITIAL	DESCRIPTION	APP	DATE

OWNER/DEVELOPER:
TOFFOLI INVESTMENTS, LLC
3 HUGHES, IRVINE, CALIFORNIA 92618

SOILS ENGINEER :
ALTA CALIFORNIA GEOTECHNICAL, INC.
170 N. MAPLE STREET, SUITE 108
CORONA, CA 92880
PHONE (951) 509-7090

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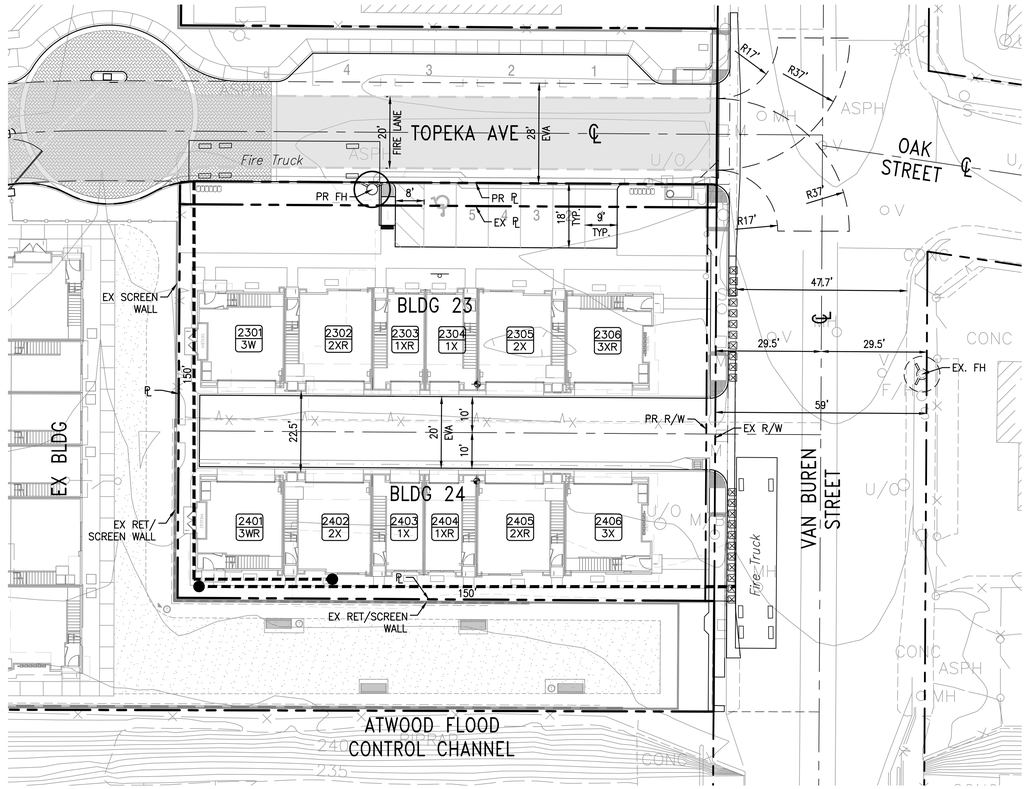
REGISTERED PROFESSIONAL ENGINEER
DANE P. McDOUGALL
C 80705
CIVIL
STATE OF CALIFORNIA

TENTATIVE TRACT MAP 19251
PRELIMINARY GRADING AND UTILITY PLAN

DATE: 11/28/2022
SHEET 2 OF 3
SCALE: AS SHOWN | DRAWN BY: JM | CHECKED BY: JC

CITY OF PLACENTIA

PLAN SET: P007.2
PLOTTED: 11/28/2022 7:19:42 AM



LEGEND

TRASH BIN LOCATIONS

2 CANS PER UNIT:
- 1 FOR TRASH
- 1 FOR RECYCLING MATERIALS

ADA PATH OF TRAVEL

UNIT NUMBER / PLAN TYPE (64 / 3)

PROPOSED FIRE HYDRANT

EXISTING FIRE HYDRANT

PROPOSED FIRE TRUCK ACCESS

TURNING RADIUS (R37' R37' R17' R17')

HAMMERHEAD TURNAROUND

PARKING SUMMARY

PARKING REQUIRED:
2.15 STALLS/UNIT = 26

PARKING PROVIDED:
GARAGE STALLS = 20 STALLS
OPEN STALLS = 6 STALLS
TOTAL PROVIDED:
20 GARAGES STALLS
+ 6 OPEN STALLS
= 26 STALLS PROVIDED (2.17/UNIT)

1" = 20'

0 10 20 40

DEVELOPER :

REVISIONS

NO.	DATE	INITIAL	DESCRIPTION	APP	DATE

OWNER/DEVELOPER:

TOFFOLI INVESTMENTS, LLC
3 HUGHES, IRVINE, CALIFORNIA 92618

SOILS ENGINEER :
ALTA CALIFORNIA GEOTECHNICAL, INC.
170 N. MAPLE STREET, SUITE 108
CORONA, CA 92880
PHONE (951) 509-7090

PREPARED BY :

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CIVIL ENGINEERING
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IRVINE, CALIFORNIA 92618
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REGISTERED PROFESSIONAL ENGINEER
JAMIE P. MCDOUGALL
C 80705
CIVIL
STATE OF CALIFORNIA

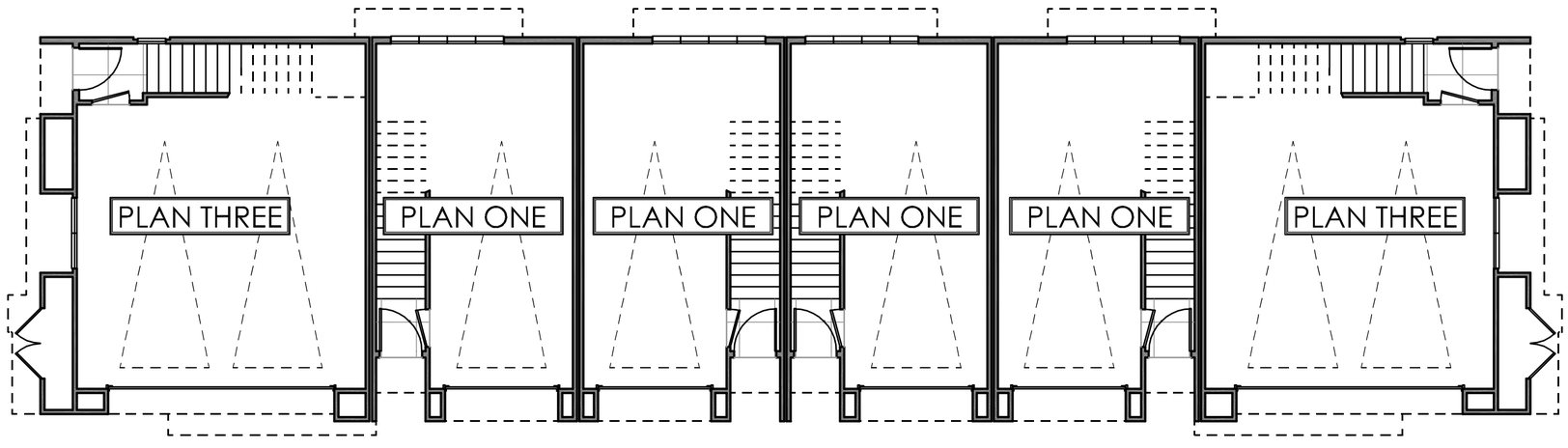
TENTATIVE TRACT MAP 19251
CIRCULATION & PARKING PLAN

DATE: 11/28/2022
SHEET 3 OF 3

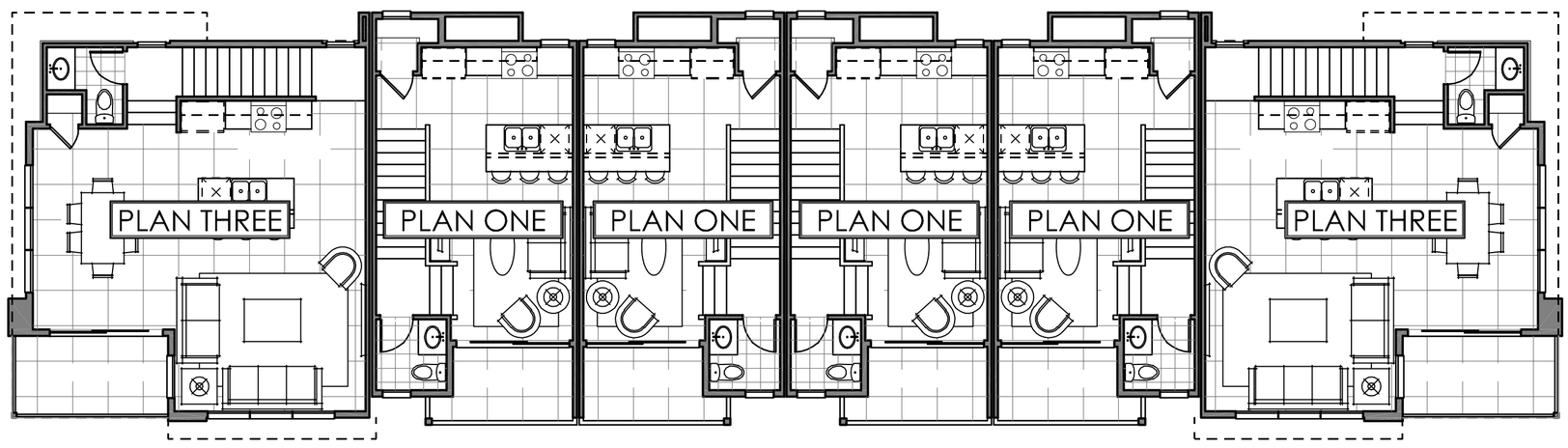
SCALE: AS SHOWN | DRAWN BY: JM | CHECKED BY: JC

CITY OF PLACENTIA

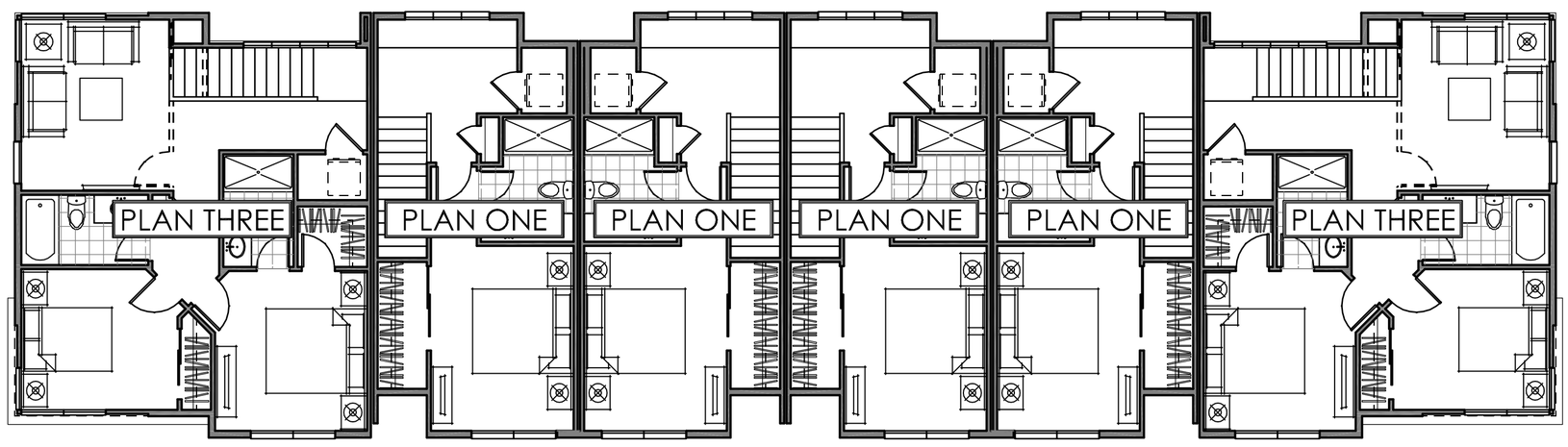
PLAN SET P2022_2 P:\PROJECTS\2022\2022-178 PLACENTIA-CITY-CO\DWG\PLAN SET P2022_2\TTM-CIRCULATION.DWG



FLOOR ONE



FLOOR TWO



FLOOR THREE

05.01.19

6-UNIT TINY TOWNS

PLACENTIA HEIGHTS | TOFFOLI INVESTMENTS, LLC.

PLACENTIA, CALIFORNIA

NOTE: SQUARE FOOTAGE MAY VARY BASED ON CALCULATION METHODS

woodley architectural group,inc
colorado // 731 southpark dr. suite B
littleton, co 80120 / 303 683.7231
california // 2943 pullman st. suite A
santa ana, ca 92705 / 949 553.8919

THESE DRAWINGS ARE INTENDED FOR DESIGN DEVELOPMENT AND PRELIMINARY STUDIES ONLY AND ARE NOT TO BE USED FOR ANY OTHER PURPOSE. SUCH AS FINAL PLOTTING OR FINAL ENGINEERING. COPYRIGHT WOODLEY ARCHITECTURAL GROUP, INC. THESE DRAWINGS MAY NOT BE USED OR DUPLICATED WITHOUT THE EXPRESS WRITTEN PERMISSION OF WOODLEY ARCHITECTURAL GROUP, INC.



FRONT ELEVATION

SCALE: 1/4" = 1'-0"



REAR ELEVATION

SCALE: 1/4" = 1'-0"

05.01.19

6-UNIT TINY TOWNS

PLACENTIA HEIGHTS | TOFFOLI INVESTMENTS, LLC.

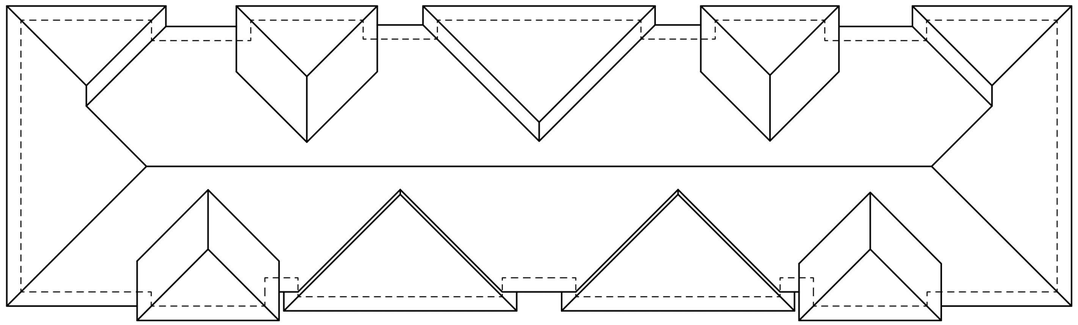
PLACENTIA, CALIFORNIA

NOTE: SQUARE FOOTAGE MAY VARY BASED ON CALCULATION METHODS

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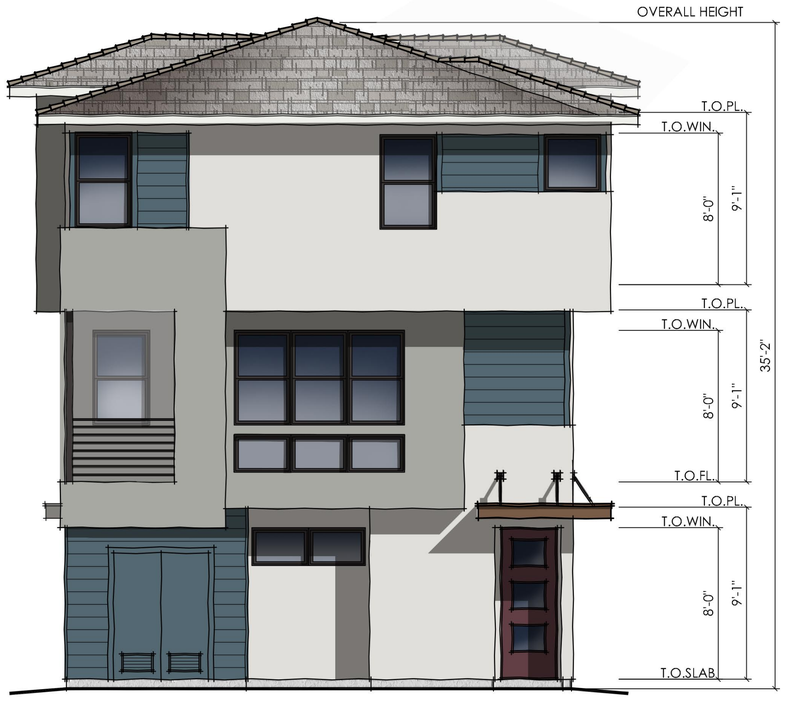
woodley architectural group,inc

colorado // 731 southpark dr. suite B
littleton, co 80120 / 303 683.7231
california // 2943 pullman st. suite A
santa ana, ca 92705 / 949 553.8919



ROOF PLAN

SCALE: 1/8" = 1'-0"



RIGHT ELEVATION

SCALE: 1/4" = 1'-0"



LEFT ELEVATION

SCALE: 1/4" = 1'-0"

05.01.19

6-UNIT TINY TOWNS

PLACENTIA HEIGHTS | TOFFOLI INVESTMENTS, LLC.

PLACENTIA, CALIFORNIA

NOTE: SQUARE FOOTAGE MAY VARY BASED ON CALCULATION METHODS

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santa ana, ca 92705 / 949 553.8919



LEGEND

1. RESIDENTIAL HOMES
2. STREET TREES
3. TRANSFORMERS
4. EXISTING SCREEN HEDGE
5. ADA PARKING
6. PARKING
7. ALLEY TREE
8. UNIT DRIVEWAY
9. ALLEY DRIVE
10. SIDEWALK
11. EXISTING ENTRY DRIVE
12. EXISTING OPEN SPACE
13. PEDESTRIAN GATE

TREE PLANTING LEGEND

SYMBOL	BOTANICAL / COMMON NAME	SIZE	WUCOLS
	LAGERSTROEMIA I. 'NATCHEZ WHITE' WHITE CRAPE MYRTLE	24" BOX MULTI-TRUNK UPRIGHT 4' CLR TRUNK	MED
	PODOCARPUS GRACILIOR AFRICAN FERN PINE	24" BOX STD. LOW BRANCH 4' CLR TRUNK	MED

SHRUB PLANTING LEGEND

SYM	BOTANICAL/COMMON NAME	SIZE	WUCOL
X	**PHOTINIA FRASERI 'RED ROBIN'** FRASER PHOTINIA	**15 GAL.** 4'-0" O.C.	MED
H	**LIGUSTRUM J. 'TEXANUM'** JAPANESE PRIVET	**15 GAL.** 4'-0" O.C.	**MED**
Y	**RHAPHIOLEPIS I. 'PINK LADY'** PINK LADY HAWTHORN	**5 GAL.** 4'-0" O.C.	**MED**
IX	**ILEX VOMITORIA 'STOKES'** STOKES DWARF YAUPON HOLLY	**5 GAL.** 4'-0" O.C.	**MED**
LS	**LEPTOSPERMUM S. 'RUBY GLOW'** NEW ZEALAND TEA TREE	**5 GAL.** 4'-0" O.C.	**MED**
/	**XYLOSMA C. 'COMPATA'** COMPACT SHINY XYLOSMA	**15 GAL.** 4'-0" O.C.	**LOW**
PM	**PODOCARPUS M. 'MAKI'** SHRUBBY YEW PODOCARPUS	**15 GAL.**	**MED**
\	**PRUNUS CAROLINIANA 'COMPACTA'** CHERRY LAUREL	**15 GAL**	**MED**
o	**DIANELLA TASMANICA 'VARIEGATA'** WHITE STRIPED TASMAN FLAX LILY	**5 GAL** 2'-0" O.C.	**MED**
.	**CAREX DIVULSA** EUROPEAN GREY SEDGE	**5 GAL** 18" O.C.	**MED**
+	**MISCANTHUS SINENSIS 'ADAGIO'** ADAGIO MISCANTHUS	**5 GAL** 3'-0" O.C.	**MED**
JS	**JUNIPERUS SABINA 'MOOR-DENSE'** MOOR-DENSE JUNIPER	**5 GAL** 30" O.C.	**LOW**
R	**ROSMARINUS O. 'COLLINGWOOD INGRAM'** COOLINGWOOD INGRAM ROSEMARY	**5 GAL** 30" O.C.	**MED**
V	**CHONDROPETALUM TECTORUM** SMALL CAPE RUSH	**5 GAL** 3'-0" O.C.	**MED**
LB	**LOMANDRA L. 'BREEZE'** BREEZE DWARF MAT RUSH	**5 GAL** 3'-0" O.C.	**MED**

HUDSON PHASE 2| Preliminary Landscape Plan | Conceptual Landscape Enlargement

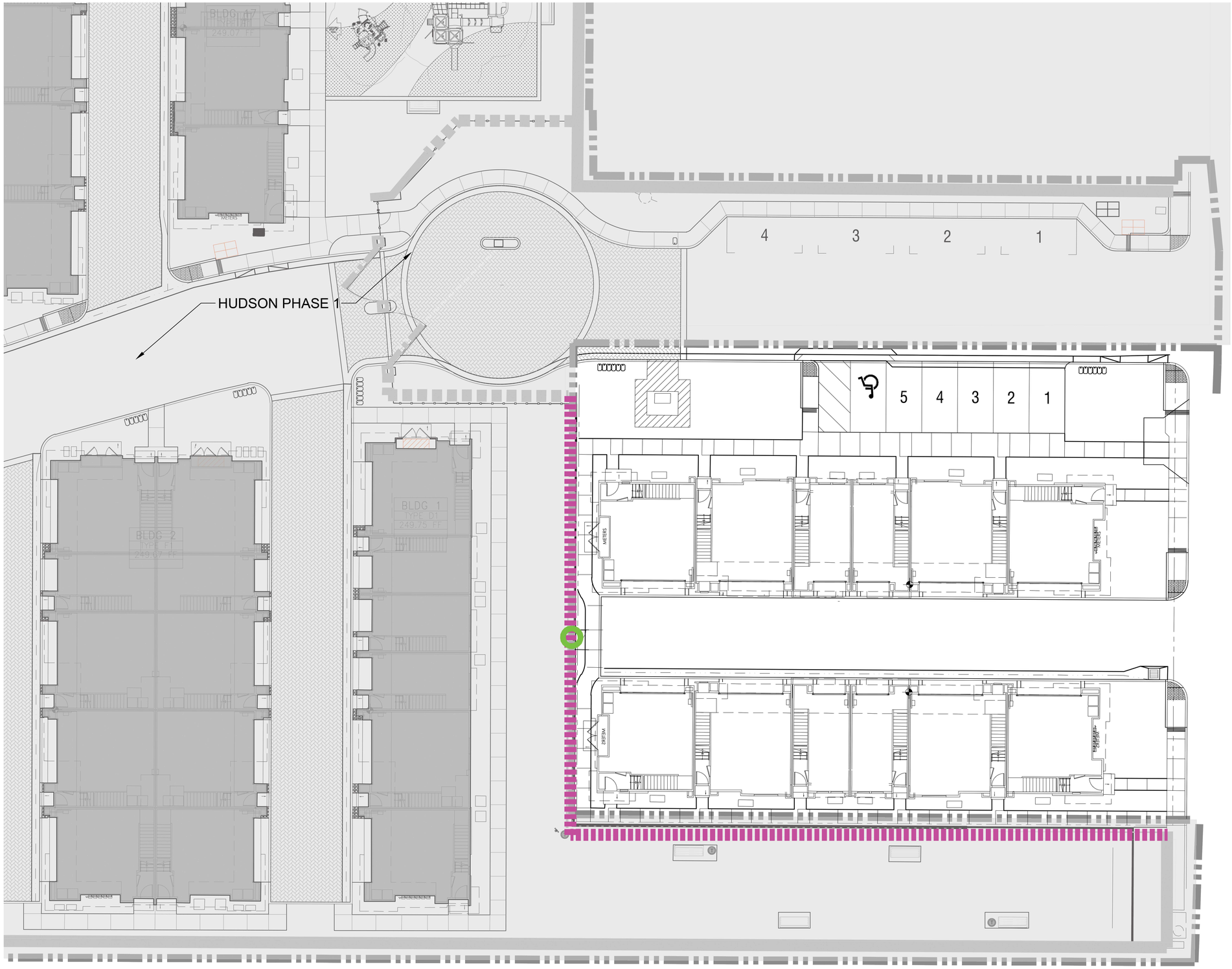
Landsea Holding | Placentia, CA | November 22, 2022

NORTH

SCALE: 1" = 10' - 0"

0 10 20 30 40

SMP ENVIRONMENTAL DESIGN
SUMMERS/MURPHY & PARTNERS, INC.
34197 COAST HWY SUITE 200
DANA POINT CA 92629
(949) 443-1446



EXISTING WALL & FENCE LEGEND

- MONUMENT SIGN WALL
- 6'-0" HIGH PERIMETER COLORED PRECISION BLOCK WALL
- 8'-0" HIGH PERIMETER COLORED PRECISION BLOCK WALL
- 6'-0" HIGH.TUBULAR STEEL VIEW FENCE
- DECORATIVE STEEL VEHICULAR GATE/ EVA ACCESS GATE

PROPOSED WALL & FENCE LEGEND

- EXISTING BLOCK WALL
- 6'-0" HIGH.TUBULAR STEEL GATE

HUDSON PHASE 2| Preliminary Landscape Plan | Fence Plan

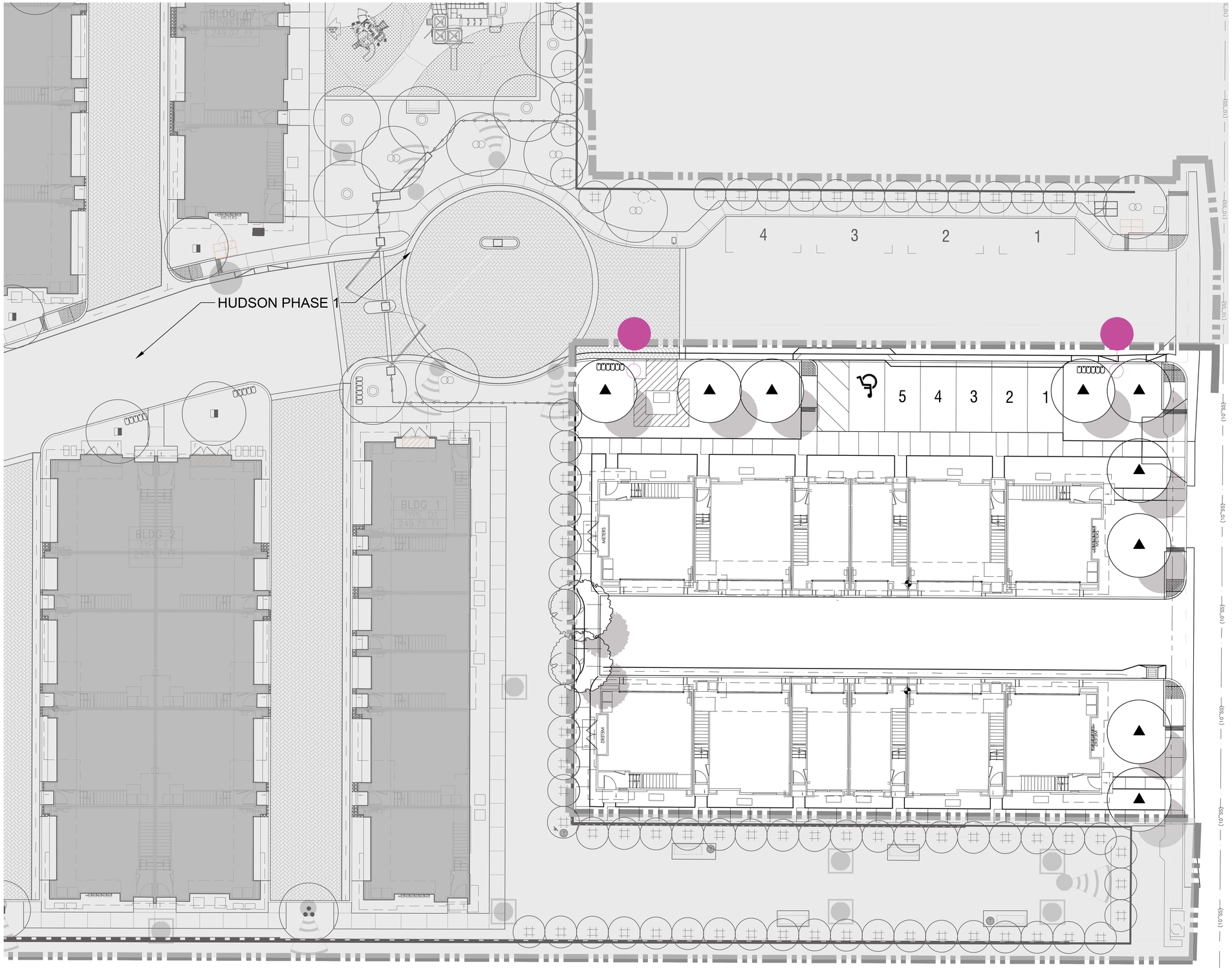
Landsea Holding | Placentia, CA | November 22, 2022

NORTH

SCALE: 1" = 10' - 0"

0 10 20 30 40

SMP
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34197 COAST HWY SUITE 200
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(949) 443-1446



EXISTING LIGHTING LEGEND - HUDSON PHASE 1

- UP LIGHT
- BOLLARD LIGHT
- STREET LIGHTS

PROPOSED LIGHTING LEGEND - HUDSON PHASE 2

- STREET LIGHTS TO MATCH EXITING HUDSON PHASE 1 LIGHTING



A3 — 39W. LED POST LIGHT (TYPE III)
12FT OVERALL HEIGHT
USA# VPR-EA30-PLEDIIIW-36LED-350mA-WW
9FT POLE (4" ROUND)
** FINISH BY OWNER

A4 — 39W. LED POST LIGHT (TYPE IV)
12FT OVERALL HEIGHT
USA# VPR-EA30-PLEDIV-36LED-350mA-WW
9FT POLE (4" ROUND)
** FINISH BY OWNER

HSS — HOUSE SIDE SHIELD PER PLAN.
NOT ALL POLE LIGHTS NEED A SHIELD.

STREET LIGHT

HUDSON PHASE 2 | Preliminary Landscape Plan | Lighting Plan

Landsea Holding | Placentia, CA | November 22, 2022

NORTH

SCALE: 1" = 10' - 0"
0 10 20 30 40

SMP ENVIRONMENTAL DESIGN
SUMMERS/MURPHY & PARTNERS, INC.
34197 COAST HWY SUITE 200
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(949) 443-1446

Placentia Planning Commission

AGENDA STAFF REPORT

TO: PLANNING COMMISSION

FROM: LESLEY WHITTAKER, ASSOCIATE PLANNER

DATE: DECEMBER 13, 2022

SUBJECT: **DEVELOPMENT PLAN REVIEW NO. DPR 2022-03, TENTATIVE TRACT MAP NO. TTM 19251, AND USE PERMIT NO. UP 2022-04 FOR THE DEVELOPMENT OF AN APPROXIMATELY 0.40-GROSS ACRE SITE WITH 12 RESIDENTIAL TOWNHOME UNITS LOCATED AT 503 & 513 S. VAN BUREN STREET (TOFFOLI INVESTMENTS)**

RECOMMENDATION

It is recommended that the Planning Commission take the following actions:

1) Open Public Hearing, concerning Development Plan Review No. DPR 2022-03, Tentative Tract Map No. TTM 19251, and Use Permit No. UP 2022-04; and

2) Receive the Staff Report and consider all Public Testimony; and

3) Close the Public Hearing; and

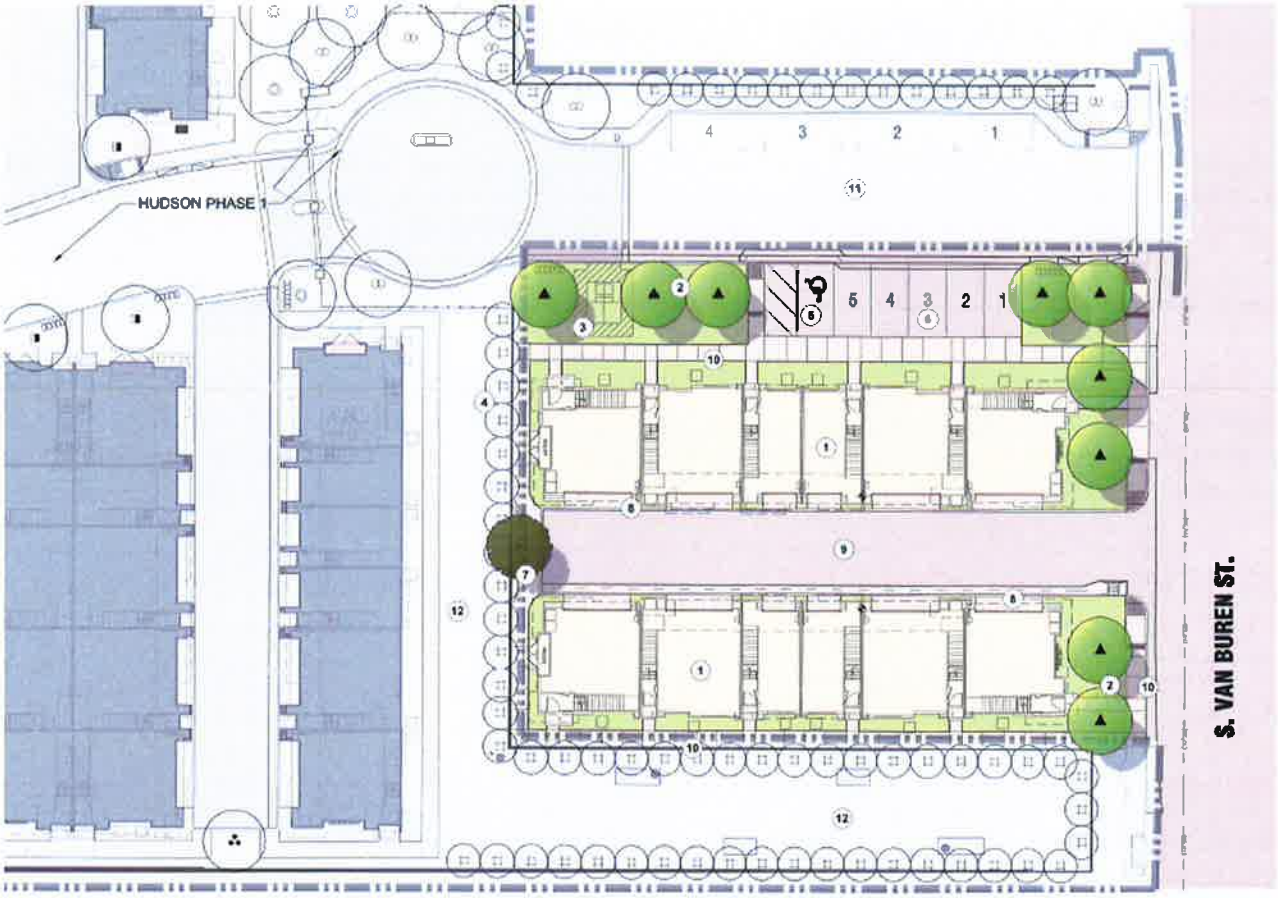
4) Adopt Resolution No. PC-2022-20, a Resolution of the Planning Commission of the City of Placentia, approving DPR 2022-03 and UP 2022-04 and making findings to permit the development of an approximately 0.40-gross acre lot for the construction of two, three-story, multi-family buildings consisting of 12 for-sale residential townhome units and associated hardscape and landscape improvements within the proposed High Density Residential (R-3) Zoning District on property located at 502 and 513 S. Van Buren Street and making findings that the project is categorically exempt pursuant to the California Environmental Quality Act (CEQA) set forth in Title 14 CCR § 15332 (Class 32 – In-Fill Development Projects) and the City of Placentia Environmental Guidelines.

5) Adopt Resolution No. PC-2022-21, a Resolution of the Planning Commission of the City of Placentia, recommending that the City Council of the City of Placentia approve Tentative Tract Map 19251 to permit the subdivision of 12 townhome units for residential condominium purposes requested via DPR No. 2022-03 and UP No. 2022-04 subject to the Conditions of Approval and Standard Development Requirements; and make findings that the project is categorically exempt pursuant to the California Environmental Quality Act (CEQA) set forth in Title 14 CCR § 15332 (Class 32 – In-Fill Development Projects) and the City of Placentia Environmental Guidelines.

PROJECT DESCRIPTION

The applicant, Toffoli Investments, requests approval of a Development Plan Review, Tentative Tract Map, and Use Permit to develop a 0.40-acre lot (currently improved with two single-family homes) for the construction of two, three story, multi-family buildings consisting of 12 for-sale residential townhome units and associated hardscape and landscaping improvements. The proposed residential units are proposed to be incorporated into the 139-unit multifamily project northwest and adjacent to the subject site.

The property is located north of the Atwood Flood Control Channel, south of the Topeka St./S. Van Buren) entrance to the Hudson Townhome Development, east of the Hudson Townhomes, and west of S. Van Buren Street. Access to the site will be provided from S. Van Buren Street, with additional pedestrian access provided from Topeka Street via Van Buren Street.





The purpose of the Tentative Tract Map is to combine two parcels into one 16,500 square foot parcel and to subdivide the resulting lot, resulting in 12 townhome units for subdivided residential condominium purposes. In addition, the applicant has submitted a lot line adjustment to enlarge the subject property, moving the northern boundary of the parcel approximately four feet to the north.

The proposed 12 units will be located within two separate three-story buildings. Each of the two buildings feature side-by-side attached units, with 6 townhomes each (Tiny Towns). The buildings are located on the northerly and southerly portions of the 0.40-acre site, bisected by a driveway.

The proposed development will have a residential density of 30 units per acre, in compliance with R-3 standards. In November 2022, the City Council approved a Zoning Code Amendment changing the R-3 (High Density Residential) density from 25 du/ac to 30 du/ac. The proposed project is in compliance with the allowed density once the City Council Ordinance is effective.

Three floor plans are proposed which are noted on the development plans as Plan 1, Plan 2, and Plan 3. The plan types will measure between 762 square feet and 1,289 square feet in overall floor area and contain an attached one or two-car garage per unit. Each unit will have either one bedroom and 1.5 baths (Plans 1), two bedrooms and 2.5 baths (Plan 2), or two bedrooms with an additional bedroom or loft option and 2.5 baths (Plan 3). A breakdown of the unit mix is below:

Unit Type	Bedroom	Bathroom	Unit Size	Qty.
Plan 1	1	1.5	762 s.f.	4
Plan 2	1	1.5	806 s.f.	4
Plan 3	2	2.5	1,289 s.f.	4
**Both plans and reversed version have same square footage.*				

Each building will be three stories with an overall building height of approximately 35 feet, with certain allowable projections of the building exceeding the maximum height limit to assist with greater roof articulation. A total of 26 parking spaces will be provided, comprised of 20 garage spaces and six guest parking spaces with one accessible (ADA) parking space throughout the site.

Vehicular access to the project will be provided by a single 20-foot-wide driveway that extends approximately 140-feet. The driveway serves as the sole vehicular access for the 12 units and provides access to garages for each condominium. Six guest parking (including one ADA parking space) will be located on the north side of the project and will be accessible from the main access to the Hudson Phase 1, which is off of Topeka Street. Decorative landscaping will be provided through the site and will match the landscape of Hudson Phase 1.

Small greenbelts on the south, west and north edges of the project, along with a pedestrian walkway that links up to the proposed five-foot wide sidewalk along the front of the project along Van Buren Street. The six units on the south side of the project will back up to an existing open space and the northern units are cushioned by small greenbelts to serve as front yards. A small passive open space is located in the northwestern corner of the site, with 36" box street trees.

PROJECT CHARACTERISTICS

Applicable Code Section – Placentia Municipal Code

The project is located within the High Density Residential (R-3) Zoning District. The project will be required to comply with the development standards and use requirements set forth in the Placentia Municipal Code (PMC) for projects located within the R-3 Zoning District. Pursuant to PMC Section 23.75.010(a), construction of new buildings shall require a DPR to be reviewed at a noticed public hearing before the Planning Commission and pursuant to PMC 23.21.030, a Use Permit is required for the development of condominiums or townhomes.

Subject Site and Surrounding Land Uses

The table below illustrates the site and surrounding existing land uses, General Plan Land Use designation and zoning:

Location	Existing Land Use	Land Use Element General Plan Designation	Zoning Map Designation
Existing	Legal, non-conforming single-family residential houses	High Density Residential	High Density Residential (R-3)

Proposed	Attached, Single-Family Residential Townhomes	High Density Residential	High Density Residential (R-3)
North	Attached, Single-Family Residential Townhomes (HUDSON PHASE 1)	High Density Residential	High Density Residential (R-3)
South (Other side of greenbelt of Hudson Phase 1)	Atwood Channel	Industrial	M(O)
East (adjacent and across S. Van Buren Street	Single Family Residential	Low Density Residential	Single-Family Residential (R-1)
West	Attached, Single-Family Residential Townhomes (HUDSON PHASE 1)	High Density Residential	High Density Residential (R-3)

ZONING COMPLIANCE ANALYSIS

Site Development Standards

The project is located within the R-3 Zoning District. The townhome development is conditionally permitted with a DPR subject to review and approval by the Planning Commission. In accordance with PMC Section 23.21.030, proposed condominium or townhome developments within the R-3 Zoning District require the approval of a Use Permit (UP) by the Planning Commission when they are developed as a Planned Unit Development (PUD).

This project has been designed and will be conditioned to function as an integrated part of the Hudson development, adjacent to the subject site. The intent of this 0.4-acre, 12-unit site is to be a cohesive part of the Hudson, known as *Hudson Phase II.* The entire development was evaluated as one regarding development requirements, such as setbacks. When this subject site alone is analyzed, the western property line features a 5-foot setback, while the setback is 10-feet (min. rear setback for R-3). However, as an integrated portion of the adjacent development, the western edge of that building is 35+

feet from the next building to the west. The complete integration of this development into the Hudson will include the integrated use of amenities and reciprocal pedestrian access. When considering the site as a comprehensive one, the proposed setbacks more than meet the intent of the development standards of the R-3 Zone.

The Hudson development, including the proposed additional 12 units, features a mix of unit types. When calculating parking requirements for the larger (139-units) Hudson Phase I development, it was evident that, the municipal code did not adequately address onsite parking for one-bedroom units. The same can be stated for these proposed townhome units. Using these standards results in an overage of parking as compared to uses in other high-density zones within the city such as the TOD (Transit Oriented Development Packing House District) Zoning District which requires one space per each studio or one bedroom unit. Applying the R-3 parking standard to the one-bedroom units will result in an overage of parking using the conservative industry standards. The one-bedroom units will be parked at a significantly higher rate than the TOD Zone requires and will be commensurate with the R-3 parking requirements, yet slightly modified for the one-bedroom units for Hudson Phase I. The Planning, Community, Economic Development, and Housing Ad Hoc Committee supported an interpretation of the code for the one-bedroom units. While this calculation was used for the first phase of the Hudson, which includes 139-units, it was also applied here, because Phase II has the same ratio of one-bedroom units as compared to Phase I.

The following matrix provides a summary of the development's compliance with the identified development standards:

STANDARD	**PROJECT**
Height 35 ft. max.	35.2 ft. – top of roof (PMC Section 23.81.090 allows buildings to exceed the height limit for roof elements)
Setbacks Front Yard Setback – 15 ft. min. Interior Side Yard Setback – 5 ft. min. Rear Yard Setback - 10 ft. min.	Front: 15 ft. (S. Van Buren Street) South Side Yard: 5 ft. *North Side Yard: 30 ft. West Rear Yard: 5 ft. *The integration of the proposed 12-units into the previously approved Hudson development required staff to evaluate development requirements as part of one comprehensive development.
Building Separation 20 ft. min.	22.5 ft.

Lot Coverage 60% max. (145,627 sq. ft.)	48.1% (8,403 sq. ft.)
Parking Two spaces per dwelling: 24 spaces min. Additional 15% min. of total parking required for guest parking (24 x 15%) **Total Parking Required: 27.6 spaces min.**	24 spaces 3.6 spaces 26 spaces* (see discussion above) *Additional unmarked parking spaces are distributed throughout the development that meets and exceeds the parking shortfall. Applying a one space requirement for one-bedroom units results in an overall minimum parking mandate of 23 spaces.
Lot Area and Dimensions Minimum Lot Area: 8,000 sq. ft. Minimum Lot Width: 80 linear ft.	Lot Area: 17,467 sq. ft. (0.40 gross acres) Approx. 116 linear ft.

Other Departments Concerns and Requirements

The Divisions of Planning and Building, Public Works Department, Engineering/Traffic, Police Department, and Fire and Life Safety Department have reviewed the application and submitted comments but had no major concerns with the proposal. A draft condition of approval added by the Traffic Manager was to require right-turn only movements out of the proposed driveway onto Van Buren Street exiting the development. Left turns will be permitted from Van Buren Street, with the installation of a median to prevent any left-turn out of the development. All applicable code requirements and conditions of approval have been incorporated into draft resolutions for consideration and recommendation by the Planning Commission to the City Council for TTM 19251, as the DPR and UP do not require City Council review, however the resolution for the DPR/UP is a final approval by Planning Commission.

ISSUES ANALYSIS:

Consistency with the General Plan

The General Plan features policies that promote the reinvestment of underutilized properties while being sensitive to the suburban atmosphere and requires new developments to provide adequate improvements and pay impact fees to offset the demand

costs on city services and facilities. The proposed development is consistent with the following Land Use Element and Housing Element policies and goals of the General Plan:

Land Use Element

Policy 1.2 – Allow for a variety of residential infill opportunities including single family, multi-family, mixed-use, manufactured housing and mobile homes, in designated areas to satisfy regional housing needs.

Policy 2.6 – Require new multifamily development to provide adequate buffers (such as decorative walls and landscaped setbacks) along boundaries with single-family residential uses to reduce impacts on residences due to noise, traffic, parking, light and glare, and differences in scale; to ensure privacy; and to provide visual compatibility.

Policy 5.1 – Encourage development projects to utilize high quality design for architecture and site planning through the City's design review process. Create Design Guidelines for focused areas and for development Citywide.

Policy 5.8 – Improve the quality of Placentia's multi-family neighborhoods through a) improved buffers between multi-family residences, and commercial, and business park uses; b) provision of usable private and common open space in new multi-family projects; c) increased code enforcement; and d) improved site, building, and landscape design.

Housing Element

Goal 1 – Develop and maintain an adequate supply of housing that varies sufficiently in cost, size, type, and tenure to meet the economic and social needs of existing and future residents within the constraints of available land.

The addition of 12 townhomes is compatible with the High Density Residential District Land Use, which is now 30 du/ac. Once the proposed townhomes are incorporated into the adjacent 139 townhomes, it will provide more housing for the community, while maintaining the residential character of the neighborhood to the east.

Land Use Compatibility

The project will be compatible with the surrounding area as the development will enhance and add an additional 12 housing units to the adjacent project (Hudson Phase I) that is now under construction. The Hudson project aims to serve as a catalyst triggering more development and investment into the adjacent Atwood neighborhood, and this additional 0.40-acre parcel development, with 12 for-sale condominium townhomes will help complete the Hudson community for future homebuyers. The development will provide a compatible transition between nearby land uses that complement the residential densities of the housing tracts to the north (across Orangethorpe Avenue) and east (across S. Van Buren Street). Based upon the use, overall site layout, and building design, the proposed development is not anticipated to result in any significantly adverse impacts to the surrounding area.

Architecture





The proposed project will be the same architecture as the Hudson development, in which this project will be incorporated into. The two buildings will include six units each, for a total of 12 units. There are three floorplans proposed (Plan 1, Plan 2, Plan 3). The residential buildings will be reminiscent of Contemporary Craftsman design, with elements of Ranch

and Mid-Century Modern architecture. The rooflines are lower than traditional Craftsman homes, and exteriors are made up of clean lines. The building volume is broken up by the employment of a number of design techniques as exterior façade pop outs/building projections, inset front doors and inset 2nd floor patios creating shadow and relief, and contrasting building materials. These design techniques visually minimize the size/volume of the building. The project employs four-sided architecture by using the same materials on all four sides of a structure so that, no matter what vantage point it is viewed from, the design is never interrupted, and all the parts are perceived as part of a unified whole.



RIGHT ELEVATION SCALE: 1/4" = 1'-0"



LEFT ELEVATION SCALE: 1/4" = 1'-0"

CEQA

The proposed application was reviewed by staff in accordance with the requirements of the California Environmental Quality Act ("CEQA"), Public Resources Code §§ 21000 *et esq.*, the State CEQA Guidelines, 14 C.C.R. §§ 15000 *et esq.*, and the Environmental Guidelines of the City of Placentia. Staff recommends that the Planning Commission exercise its independent judgement and find that DPR 2022-03 and UP 2022-02 is exempt from CEQA pursuant to State CEQA Guidelines § 15332 (Class 32 – Infill Development Projects) and recommend that the City Council find that TTM 19251 is exempt from CEQA, as the entitlement is to approve an infill development project.

PUBLIC NOTIFICATION

Legal notice was published in the Placentia News-Times on December 1, 2022. Notices were sent to property owners of record within a 300-foot radius of the subject property, and posted at the Civic Center on December 1, 2022. As of December 13, 2022, staff has not received any correspondence related to this project.

CONCLUSION

The proposed project is consistent with the City's General Plan and meets the minimum development standards of the PMC. With the recommended conditions of approval, it is the determination of city staff that the proposed development will be compatible with adjacent land uses and will not result in any adverse impacts onto the surrounding neighborhood.

RECOMMENDATION

Staff recommends that the Planning Commission adopt Resolution PC-2022-20 approving DPR 2022-03 and UP 2022-02, and that the Planning Commission adopt Resolution PC-2022-21 recommending to the City Council of the City of Placentia approval of TTM 19251.

Prepared and submitted by:

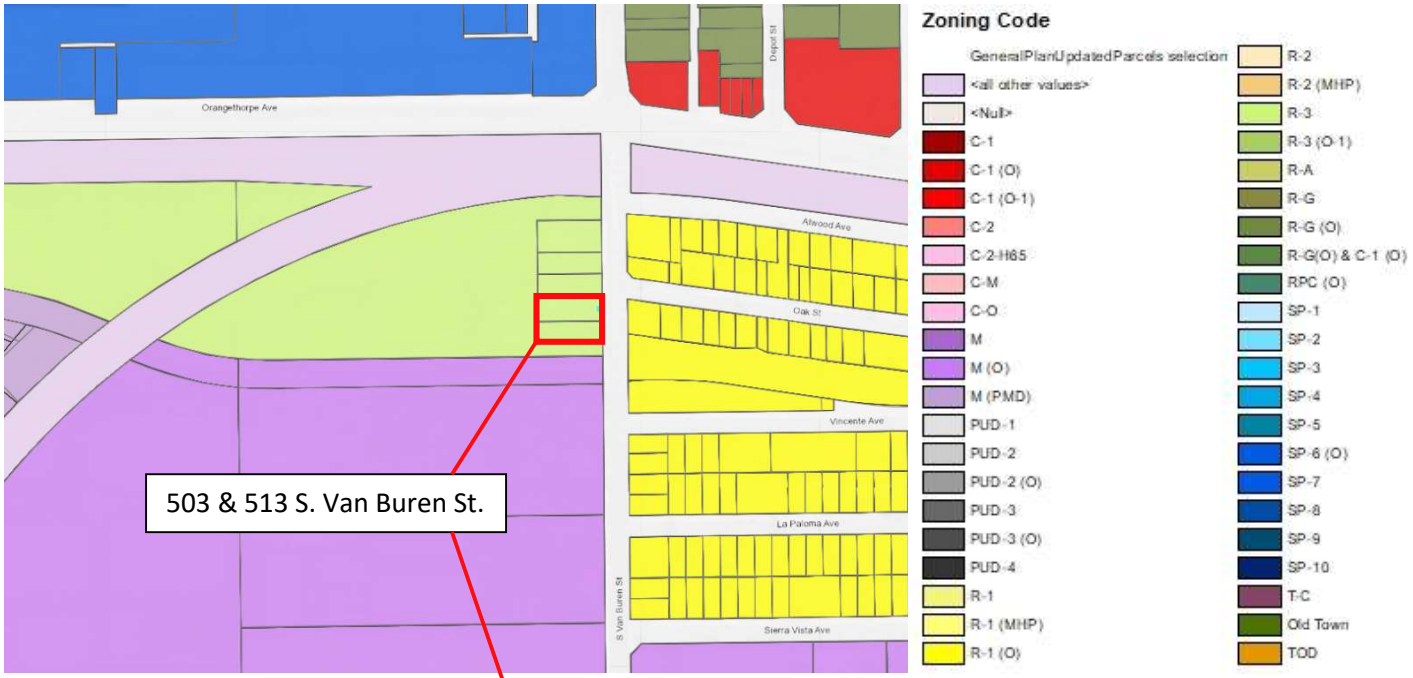
Lesley Whittaker
Associate Planner

Joseph Lambert
Development Services Director

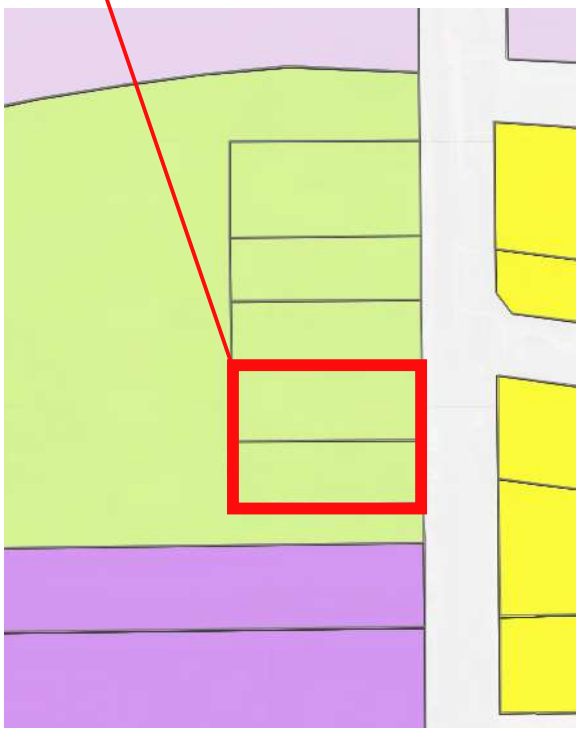
ATTACHMENTS:

1. Resolution No. PC-2022-20
2. Resolution No. PC-2022-21
3. Project Plans including the Site Plan, Floor Plans, Building Elevations, Preliminary Landscape Plan, Colored Renderings, and Tentative Tract Map (TTM 19251)
4. Vicinity Map
5. Site Photographs
6. Affidavit of Public Noticing
7. Mailing List
8. Radius Map for Public Notices

Attachment 4: Vicinity Map for DPR 2022-03, UP 2022-04, and TTM 19251



Aerial A.

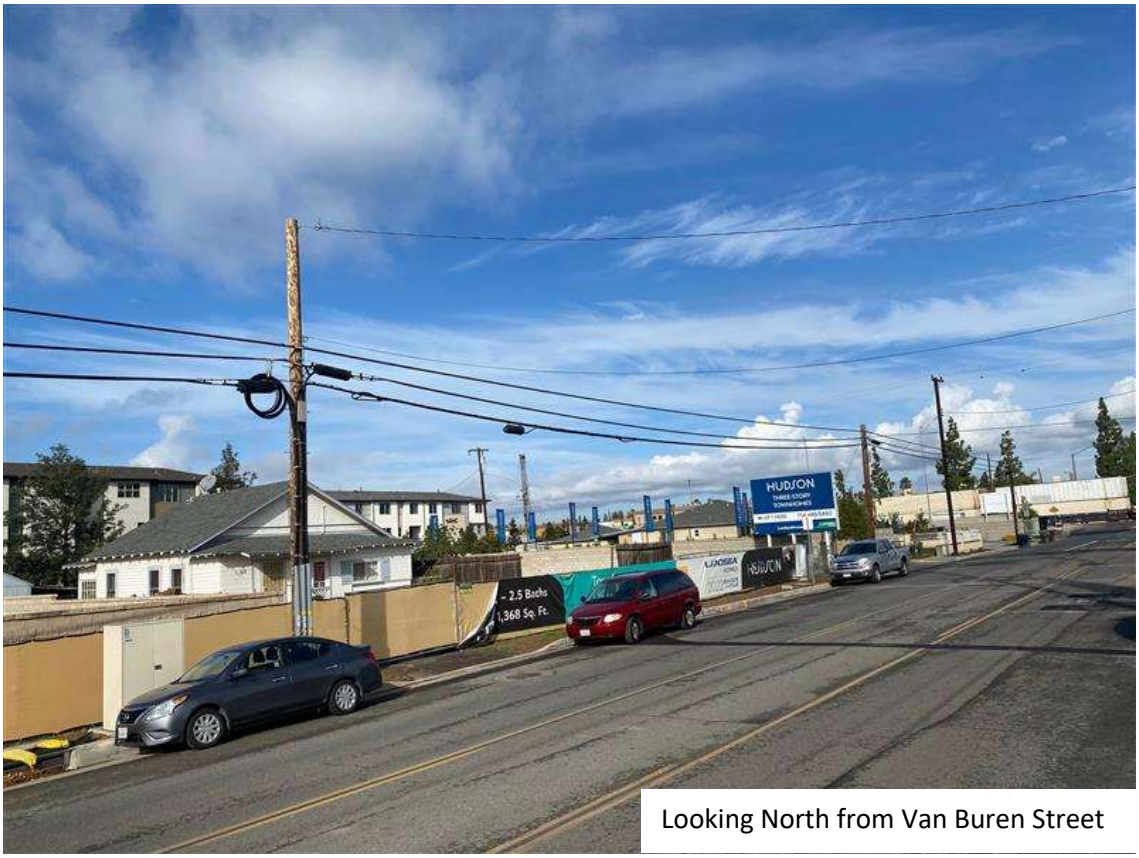


Aerial B.

Site Photos: 503 & 513 S. Van Buren St.



Looking West from Van Buren Street



Looking North from Van Buren Street

AFFIDAVIT OF MAILING NOTICE OF PUBLIC HEARING

STATE OF CALIFORNIA)

County of Orange) ss

I, Lesley Whittaker, say that on the 1st day of December, a copy of the notice attached hereto was mailed to each of the persons whose name and address appears on the attached list. Said mailings was done at the City of Placentia City Hall, Planning Division, located at 401 E. Chapman Avenue, Placentia, California

Project Address: 503 & 513 S. Van Buren Street

Case No.: DPR 2022-03, UP 2022-02, and TTM 19251

Meeting Date: December 13, 2022

I declare, under penalty of perjury, that the foregoing is true and correct.

Executed at Placentia, California on this 1st day of December, 2022.

APN	NAME	ADDRESS	CITY	STATE	ZIP
346-164-23,24	LANDSEA HOMES OF CALIFORNIA INC	7525 IRVINE CENTER DR #200	IRVINE	CA	92618
346-164-01	BEJAC CONSTRUCTION COMPANY	569 S VAN BUREN ST	PLACENTIA	CA	92870
346-164-19	ORANGE COUNTY FLOOD CONTROL DISTRICT	300 N FLOWER ST 6TH FLOOR	SANTA ANA	CA	92703
346-164-20	PHILLIP L APALATEGUI	20451 VIA MARWAH	YORBA LINDA	CA	92886
346-164-21	MARY LOU LABARBERA	20451 VIA MARWAH	YORBA LINDA	CA	92886
346-164-22	LCG-PLACENTIA LLC	530 LYTTON AVE # 304	PALO ALTO	CA	94301
346-164-25	LS-PLACENTIA LLC	7525 IRVINE CENTER DR #200	IRVINE	CA	92618
346-171-01	JUAN D & HERMELINDA PEREZ	2270 MEYER PL	COSTA MESA	CA	92627
346-171-02	ORANGE COUNTY FLOOD CONTROL DISTRICT	300 N FLOWER ST 6TH FLOOR	SANTA ANA	CA	92703
346-172-01	BRADLEY K PETERSEN	19711 OCEANAIRE CIRCLE	HUNTINGTON BEACH	CA	92648
346-172-02	LORRAINE D ARREDONDO	608 S VAN BUREN ST	PLACENTIA	CA	92870
346-172-03	ANALI ALMAZAN	1604 VINCENTE AVE	PLACENTIA	CA	92870
346-172-04	BRANCE A & LINDA L SKIPPER	2905 E WALNUT AVE	ORANGE	CA	92867
346-172-05	DARIO V GUZMAN	1612 VINCENTE AVE	PLACENTIA	CA	92870
346-172-29	JAMES CURTIS & JOAN B VORWERK	612 S VAN BUREN ST	PLACENTIA	CA	92870
346-181-02	SIATA VANI	1442 E LINCOLN AVE # 270	ORANGE	CA	92865
346-181-03	SANDRA ARIAS	1613 E OAK ST	PLACENTIA	CA	92870
346-181-04	SANDRA ARIAS	1613 E OAK ST	PLACENTIA	CA	92870
346-181-32	SANDRA M ARIAS	1613 OAK ST	PLACENTIA	CA	92870
346-181-33	VERA M ARIAS	1613 OAK ST	PLACENTIA	CA	92870
346-181-34	MARTIN ALVAREZ	464 S VAN BUREN ST	PLACENTIA	CA	92870
346-181-38	ARTURO HERNANDEZ	1067 CLEVELAND WAY	CORONA	CA	92881
346-181-40	HABITAT FOR HUMANITY OF ORANGE COUNTY INC	2200 S RITCHEY	SANTA ANA	CA	92705
346-181-42	LUIS ALBERTO RENTERIA	1617 OAK ST	PLACENTIA	CA	92870
346-181-43	DAVID VARGAS/PATRICIA MAGANA	1621 OAK ST	PLACENTIA	CA	92870
346-182-01	ARUN D PATEL	2359 SKYLINE DR	FULLERTON	CA	92831
346-182-02	FLOR TRJ & F RAYA	1604 OAK ST	PLACENTIA	CA	92870
346-182-03	ANDRES & ESPERANZA ALVAREZ	1608 OAK ST	PLACENTIA	CA	92870
346-182-04	FELIX BADILLO	1741 E VINCENTE AVE	PLACENTIA	CA	92870
346-182-05	REYNALDO R & MONICA Y PEREZ	1616 OAK ST	PLACENTIA	CA	92870
346-182-06	REYNALDO PEREZ	1616 OAK ST	PLACENTIA	CA	92870

AVENUE

65'
30'

R. R.

ORANGETHORPE

(PLACENTIA - YORBA ROAD)

SBE 804-30-26-4

S. F.

A. T. & S.

ATWOOD

(OLIVE STREET)

50'

VAN BUREN

346
T6

HAZARD'S

53.03'
150'

75'
50'
50'
60'
50'
150'

20
21
22
23
24
25

300 FT
1"=100'

1"=100'

5.15 AC.

POR. LOT 37

R.S. 26-18

BNB

1

C.

1.69 AC.

19

150'

D.

CHANNEL)

POR. LOT 37

R.S. 104-11

1

6.38 AC.

TRACT

38 2 13 4 40 41 8 9 10 11
39 34 33 32 42 43 29 28 37 25 24
181

BLK A

OAK

Pg 16
18

1 2 3 4 5 6 7 8 9 10 11 18
182

BLK. B

HAZARD'S

O. (ATWOOD C. 2 1.02 AC. F. CHANNEL)

171

1

POR. LOT 38

479.50'

VINCENTE

1 2 3 4 5 6
172
7

29 32 31 27 26 25 24 33 34 22 21

POR. LOT 38
P.M. 406-22

P.M.
PAR. 1
PAR. 2

395-39

LA PALOMA

90.48'
40'
120'
200'

Placentia City Council
AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF HUMAN RESOURCES

DATE: JANUARY 10, 2023

SUBJECT: **RESOLUTION TO AMEND THE PAY SCHEDULE FOR PART-TIME EMPLOYEES IN COMPLIANCE WITH THE STATE MINIMUM WAGE INCREASE**

FISCAL IMPACT: FY22-23 $9,750 ($19,500 annually) in account 104071-5005.

SUMMARY:

To comply with state minimum wage increase effective January 1, 2023, it is necessary to amend the pay schedule for part-time employees. It is anticipated that the cost to implement this minimum wage increase will cost the City approximately $19,500 per year in total compensation. Prorated costs in the amount of $9,750 will be funded by the General Fund for the remainder of the fiscal year.

RECOMMENDATION:

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

1. Adopt Resolution No. R-2023-03 amending the pay schedule for part-time employees to reflect state minimum wage requirements; and

2. Approve a budget amendment in the prorated amount of $9,750 from the General Fund's fund balance for the remainder of the fiscal year.

STRATEGIC PLAN STATEMENT:

This item is consistent with the City Council approved 5-Year Strategic Goal #8 to Improve City Governance, under Objective #1, which is update all rules, policies and procedures to be consistent with MOUs and State/Federal regulations.

DISCUSSION:

The City's Pay Schedule for Part-Time Positions consists of non-competitive services positions that are excluded from the civil services system. California employers are governed by federal and state minimum wage laws. For 2022, the California minimum wage was $15.00.

Due to cost-of-living increase required by the State's minimum wage law, effective January 1, 2023, California's minimum wage will increase from $15.00 top $15.50 per hour for all employers. California Labor Code section 1182.12 requires minimum wage to be increased by at least 3.5 percent if the State's rate of inflation exceeds 7 percent. The California Department of Finance recently announced the rate of inflation increased to 7.9 percent, thus triggering the statewide increase in minimum wage. This will immediately affect approximately thirty-two (32) part-time employees, who now earn less than $15.50 per hour in job classifications shown on the proposed resolution and pay schedule. Staff is recommending that the City Council adopt the proposed part-time pay schedule to ensure all employees are paid at least the California minimum wage of $15.50 per hour.

The adoption of this resolution is necessary pursuant to Personnel Rules and Regulations of the City of Placentia, Rule IV, Section 1, which states proposed compensation schedules must be submitted to the City Council for approval.

FISCAL IMPACT:

This proposal will cost the City approximately $19,500 per year in total compensation. Staff requests approval of a budget amendment in the prorated amount of $9,750 from the General Fund's fund balance for the remainder of the current fiscal year.

Prepared by:

Alice Burnett
Director of Human Resources

Reviewed and approved:

Rosanna Ramirez
Deputy City Administrator

Reviewed and approved:

Damien R. Arrula
City Administrator

Attachments:

1. Resolution No. R-2023-03
2. Salary Schedule, Part-Time

RESOLUTION NO. R-2023-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AMENDING THE PAY SCHEDULE FOR PART-TIME EMPLOYEES EFFECTIVE DECEMBER 25, 2022

A. Recitals.

(i). The City's Pay Schedule for Part-Time Employees consists of unrepresented non-competitive services positions that are excluded from the civil services system.

(ii). To comply with state minimum wage increase effective January 1, 2023, it is necessary to amend the pay schedule for part-time employees.

(iii). Personnel Rules and Regulations of the City of Placentia, Rule IV, Section 1, requires approval of proposed compensation schedules by City Council.

(iv). 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 City Council desires to amend said Schedule for Part-Time Employees, effective December 25, 2022.

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 10th DAY OF JANUARY 2023.

_____
Ward L. Smith, Mayor

ATTEST:

_____
Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert S. McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 10th day of January 2023 by the following vote:

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

_____
Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

_____
Christian Bettenhausen, City Attorney

Attachment:
Appendix A: 2023-03 Pay Schedule for Part-Time Employees

APPENDIX "A"
SALARY SCHEDULE
PART-TIME
EFFECTIVE DECEMBER 25, 2022

SECTION 1

The compensation of part-time employees of the City of Placentia shall be set forth in the table herein below:

	STEPS			
CLASS TITLE	**A**	**B**	**C**	**D**
Admin. Intern.	$15.75	$16.06	$16.38	$16.71
Clerical Aide	$18.54	$18.91	$19.29	$19.67
Production Coordinator	$19.50	$19.89	$20.29	$20.69
Production Assistant			$15.61	$15.92
Maintenance Aide	$15.75	$16.06	$16.38	$16.71
Police Cadet	$15.75	$16.06	$16.38	$16.71
Pol Reserve Off – Level 1	$21.43	$22.82	$24.21	$25.71
Lifeguard	$16.23	$16.55	$16.89	$17.23
Instructor Guard	$17.57	$17.93	$18.28	$18.64
Sr. Instr. Guard	$19.69	$20.09	$20.49	$20.90
Pool Manager	$20.82	$21.24	$21.65	$22.09
Com. Serv. Leader			$15.61	$15.92
Sr. Com. Serv. Leader	$16.23	$16.55	$16.89	$17.23
Com. Serv. Specialist	$17.57	$17.93	$18.28	$18.64
Sr. Com. Serv. Specialist	$19.03	$19.41	$19.80	$20.20
Program Coordinator	$21.00	$21.42	$21.85	$22.29

SECTION 2

Part-time employees may progress to the next salary step after satisfactorily completing a minimum of four hundred (400) hours of work at the current salary step and one year of service An evaluation of the employee's performance should be completed prior to the salary change.

SECTION 3

The following classes are elected or appointed by City Council:

CLASS TITLE	SALARY
Mayor/Councilmembers	$150.00
City Clerk	$150.00
City Treasurer	$50.00

Successor Agency
to the Redevelopment Agency of the City of Placentia
AGENDA REPORT

TO: SUCCESSOR AGENCY

VIA: CITY ADMINISTRATOR/EXECUTIVE DIRECTOR

FROM: SUCCESSOR AGENCY STAFF

DATE: JANUARY 10, 2023

SUBJECT: **RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS 23-24) FOR JULY 1, 2023 THROUGH JUNE 30, 2024**

FISCAL IMPACT:

RPTTF FUNDED NON-ADMIN OBLIGATIONS:	$1,469,576
OTHER FUNDS FUNDED OBLIGATIONS:	$ 37,583
RPTTF FUNDED ADMINISTRATIVE OVERHEAD:	$ 120,876
TOTAL ROPS 23-24 EXPENDITURE REQUEST:	$1,628,035

SUMMARY:

Pursuant to Health and Safety Code ("HSC") 34177 (l), successor agencies are required to prepare and submit a Recognized Obligation Payment Schedule ("ROPS") detailing each enforceable obligation that requires property tax revenue to satisfy debt of the former Redevelopment Agency for a twelve-month reporting period. This action respectfully requests the Successor Agency's review and approval of the ROPS 2023-24, which covers the twelve-month reporting period of July 1, 2023 through June 30, 2024.

RECOMMENDATION:

It is recommended that the Successor Agency take the following action:

> Approve Resolution RSA-2023-01, a Resolution of the City Council of the City of Placentia, California, acting as the Successor Agency to the Redevelopment Agency of the City of Placentia, California approving and adopting the Recognized Obligation Payment Schedule for the period of July 1, 2023 to June 30, 2024 (ROPS 23-24).

DISCUSSION:

Pursuant to HSC 34177 (l), the Successor Agency is required to prepare a ROPS that identifies the enforceable obligations of the former Redevelopment Agency and the sources of funds for the repayments. ROPS 23-24, covering the period of July 1, 2023 through June 30, 2024, must be approved by the Countywide Oversight Board of the County of Orange ("Countywide Oversight Board") and submitted to the State Department of Finance ("DOF") no later than February 1, 2023.

1.i.
Jan 10, 2023

The Countywide Oversight Board meeting will be held on Tuesday, January 24, 2023 and submitted to the DOF prior to February 1, 2023. Pursuant to Health and Safety Code 34177(m), the DOF has 45 days from submission after Countywide Oversight Board approval to review the ROPS and object to any enforceable obligations. If the ROPS is not submitted by the deadline, the City is subject to a $10,000 fine for every day the ROPS is late and the administrative cost allowance for the Successor Agency is reduced by 25% after 10 days. At this time, Staff has prepared the ROPS 23-24 for the Successor Agency Board's review and approval.

FISCAL IMPACT:

Proposed ROPS 23-24 expenditures to be paid from the Redevelopment Property Tax Trust Fund (RPTTF) total $1,590,452. Non-administrative enforceable obligations total $1,469,576 while the administrative overhead request totals $120,876. The administrative overhead request represents an approved allocation amount that the Successor Agency is authorized to receive pursuant to Health and Safety Code 34171.

Prepared by:

Brian Moncrief
Staff to Successor Agency

Reviewed and approved:

Jeannette Ortega
Assistant to the City Administrator/
Economic Development Manager

Reviewed and approved:

Jennifer Lampman
Director of Finance

Reviewed and approved:

Damien R. Arrula
City Administrator/Executive Director

Attachments:

1. Successor Agency Board Resolution RSA-2023-01 – Approving and Adopting the ROPS for 2023-24
2. Recognized Obligation Payment Schedule for July 1, 2023 to June 30, 2024 (ROPS 23-24)

RESOLUTION NO. RSA-2023-01

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, ACTING AS THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY OF THE CITY OF PLACENTIA, APPROVING AND ADOPTING THE RECOGNIZED OBLIGATION PAYMENT SCHEDULE FOR THE PERIOD OF JULY 1, 2023 TO JUNE 30, 2024 (ROPS 23-24)

A. Recitals.

(i) On December 29, 2011, the California Supreme Court delivered its decision in California Redevelopment Association v. Matosantos, finding ABx1 26 ("Dissolution Act") largely constitutional.

(ii) The Dissolution Act and the California Supreme Court's decision in California Redevelopment Association v. Matosantos, all California redevelopment agencies, including the Redevelopment Agency for the City of Placentia ("former Agency"), were dissolved on February 1, 2012.

(iii) On January 17, 2012, the Placentia City Council adopted Resolution No. R-2012-03 accepting for the City, the role of Successor Agency to the former Redevelopment Agency ("Successor Agency").

(iv) California Health and Safety Code § 34177 provides that before each twelve-month fiscal period, successor agencies to former redevelopment agencies must prepare a Recognized Obligation Payment Schedule ("ROPS") for the enforceable obligations of a former redevelopment agency. The next twelve-month period for which a ROPS is required is the period that commences on July 1, 2023 and ends on June 30, 2024 ("ROPS 23-24").

(v) The City Council, in its capacity as the Successor Agency, desires to adopt this Resolution approving the ROPS 23-24 in accordance with California Health and Safety Code § 34177, which covers the twelve-month fiscal period that commences on July 1, 2023 and ends on June 30, 2024.

(vi) All legal prerequisites to the adoption of this Resolution have occurred.

B. Resolution.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, ACTING AS THE SUCCESSOR AGENCY TO THE REDEVELOPMENT AGENCY 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 Council, acting in its capacity as the Successor Agency, approves and authorizes transmittal of the ROPS 23-24, covering the period of July 1, 2023 through June 30, 2024, in substantially the form attached hereto as Exhibit "A", as required by State law.

3. In retaining the responsibilities of the Redevelopment Agency of the City of Placentia as provided in California Health and Safety Code § 34177, the City Council expressly determines, recognizes, reaffirms, and ratifies the statutory limitation on the City and the City Council's liability in retaining the responsibilities of the Redevelopment Agency of the City of Placentia under AB X1 26, AB 1484, and SB 107. Nothing in this Resolution shall be construed as a commitment, obligation, or debt of the City or any resources, funds, or assets of the City to fund the City's service as the Successor Agency to the Redevelopment Agency of the City of Placentia as provided in this Resolution.

4. The City Administrator, or his designee, hereby is authorized and directed to submit the ROPS 23-24 set forth in Exhibit "A" to the Oversight Board for approval and transmittal to all required County and State agencies as well as to post the ROPS 23-24 on the Successor Agency's website.

PASSED, APPROVED and ADOPTED THIS 11TH DAY OF JANUARY 2023.

_____
Ward Smith, Chairman

ATTEST:

_____
Robert McKinnell, Agency Secretary

I, Robert McKinnell, Secretary of the Successor Agency to the Redevelopment Agency of the City of Placentia do hereby certify that the foregoing Resolution No. RSA-2023-01 was adopted at a regular meeting of the City Council acting as the Successor Agency to the Redevelopment Agency of the City of Placentia held on the 10th day of January 2023 by the following vote:

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

_____
Robert McKinnell, Agency Secretary

APPROVED AS TO FORM:

_____
Christian L. Bettenhausen, General Counsel

Exhibit A:

Recognized Obligation Payment Schedule for July 1, 2023 to June 30, 2024
(ROPS 23-24)

(SEE STAFF REPORT ATTACHMENT 2)

Recognized Obligation Payment Schedule (ROPS 23-24) - Summary
Filed for the July 1, 2023 through June 30, 2024 Period

Successor Agency: Placentia

County: Orange

	Current Period Requested Funding for Enforceable Obligations (ROPS Detail)	23-24A Total (July - December)	23-24B Total (January - June)	ROPS 23-24 Total
A	**Enforceable Obligations Funded as Follows (B+C+D)**	**$ 37,583**	**$ -**	**$ 37,583**
B	Bond Proceeds	-	-	-
C	Reserve Balance	-	-	-
D	Other Funds	37,583	-	37,583
E	**Redevelopment Property Tax Trust Fund (RPTTF) (F+G)**	**$ 633,271**	**$ 957,181**	**$ 1,590,452**
F	RPTTF	572,833	896,743	1,469,576
G	Administrative RPTTF	60,438	60,438	120,876
H	**Current Period Enforceable Obligations (A+E)**	**$ 670,854**	**$ 957,181**	**$ 1,628,035**

Certification of Oversight Board Chairman:

Pursuant to Section 34177 (o) of the Health and Safety code, I hereby certify that the above is a true and accurate Recognized Obligation Payment Schedule for the above named successor agency.

Name Title

/s/

Signature Date

Placentia
Recognized Obligation Payment Schedule (ROPS 23-24) - ROPS Detail
July 1, 2023 through June 30, 2024

A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W
Item #	Project Name	Obligation Type	Agreement Execution Date	Agreement Termination Date	Payee	Description	Project Area	Total Outstanding Obligation	Retired	ROPS 23-24 Total	ROPS 23-24A (Jul - Dec)					23-24A Total	ROPS 23-24B (Jan - Jun)					23-24B Total
											Fund Sources						Fund Sources					
											Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF		Bond Proceeds	Reserve Balance	Other Funds	RPTTF	Admin RPTTF	
								$12,754,134		$1,628,035	$-	$-	$37,583	$572,833	$60,438	$670,854	$-	$-	$-	$896,743	$60,438	$957,181
4	2003 COPs City Reimbursement	Miscellaneous	11/01/2003	01/01/2028	City of Placentia	Amended & Restated Reimbursement Agreement	Merged	2,088,966	N	$417,291	-	-	-	381,123	-	$381,123	-	-	-	36,168	-	$36,168
9	Trustee Fees	Fees	07/01/2014	08/01/2032	US Bank	Trustee Fees for US Bank bond proceed holder	Merged	22,500	N	$2,250	-	-	-	2,250	-	$2,250	-	-	-	-	-	$-
15	Administrative Overhead	Admin Costs	07/01/2016	08/01/2032	City of Placentia	Allocated overhead for SA/OB operations	Merged	1,200,000	N	$120,876	-	-	-	-	60,438	$60,438	-	-	-	-	60,438	$60,438
19	Bond Administration	Fees	08/19/2008	12/31/2032	Kosmont Transactions Services	Continuing disclosure 2013 Bonds	Merged	12,500	N	$1,250	-	-	-	-	-	$-	-	-	-	1,250	-	$1,250
29	2013 Tax Allocation Refund Bond	Refunding Bonds Issued After 6/27/12	12/03/2013	08/01/2032	US Bank	2013 Tax Allocation Refund Bond	Merged	1,978,338	N	$339,538	-	-	-	175,213	-	$175,213	-	-	-	164,325	-	$164,325
32	2013 Tax Allocation Refund Bond	Reserves	12/03/2013	08/01/2032	US Bank	2013 Bond Debt Service Reserve	Merged	7,400,000	N	$695,000	-	-	-	-	-	$-	-	-	-	695,000	-	$695,000
36	Real Property Transaction (312 S. Melrose) between City of Placentia and Redevelopment Agency	City/County Loan (Prior 06/28/11), Property transaction	01/20/2009	06/30/2023	City of Placentia	Real Property Transaction (312 S. Melrose) between City of Placentia and Redevelopment Agency	Merged	51,830	N	$51,830	-	-	37,583	14,247	-	$51,830	-	-	-	-	-	$-
37	Real Property Transaction (110 S. Bradford Ave) between City of Placentia and Redevelopment Agency	City/County Loan (Prior 06/28/11), Property transaction	01/20/2009	06/30/2022	City of Placentia	Real Property Transaction (110 S. Melrose) between City of Placentia and Redevelopment Agency	Merged	-	N	$-	-	-	-	-	-	$-	-	-	-	-	-	$-

Placentia
Recognized Obligation Payment Schedule (ROPS 23-24) - Report of Cash Balances
July 1, 2020 through June 30, 2021
(Report Amounts in Whole Dollars)

Pursuant to Health and Safety Code section 34177 (l), Redevelopment Property Tax Trust Fund (RPTTF) may be listed as a source of payment on the ROPS, but only to the extent no other funding source is available or when payment from property tax revenues is required by an enforceable obligation.

A	B	C	D	E	F	G	H
	ROPS 20-21 Cash Balances (07/01/20 - 06/30/21)	**Fund Sources**					**Comments**
		Bond Proceeds		**Reserve Balance**	**Other Funds**	**RPTTF**	
		Bonds issued on or before 12/31/10	Bonds issued on or after 01/01/11	Prior ROPS RPTTF and Reserve Balances retained for future period(s)	Rent, grants, interest, etc.	Non-Admin and Admin	
1	**Beginning Available Cash Balance (Actual 07/01/20)** RPTTF amount should exclude "A" period distribution amount.				37,583	-	
2	**Revenue/Income (Actual 06/30/21)** RPTTF amount should tie to the ROPS 20-21 total distribution from the County Auditor-Controller		23			1,954,111	
3	**Expenditures for ROPS 20-21 Enforceable Obligations (Actual 06/30/21)**					1,859,405	
4	**Retention of Available Cash Balance (Actual 06/30/21)** RPTTF amount retained should only include the amounts distributed as reserve for future period(s)						
5	**ROPS 20-21 RPTTF Prior Period Adjustment** RPTTF amount should tie to the Agency's ROPS 20-21 PPA form submitted to the CAC		No entry required			94,706	
6	**Ending Actual Available Cash Balance (06/30/21) C to F = (1 + 2 - 3 - 4), G = (1 + 2 - 3 - 4 - 5)**	**$-**	**$23**	**$-**	**$37,583**	**$-**	

Placentia
Recognized Obligation Payment Schedule (ROPS 23-24) - Notes
July 1, 2023 through June 30, 2024

Item #	Notes/Comments
4	
9	Trustee Fees
15	
19	
29	
32	
36	
37	

Placentia City Council
AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR / PUBLIC SERVICES & INFRASTRUCTURE

DATE: JANUARY 10, 2023

SUBJECT: **APPROVAL OF PLANS & SPECIFICATIONS AND AWARD OF CONSTRUCTION CONTRACT TO TTS ENGINEERING INC., FOR PHASE I CONSTRUCTION OF THE PLACENTIA PUBLIC SAFETY CENTER PROJECT, PROJECT NO. 5213, AND APPROVE AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT WITH TOTUM CORPORATION FOR CONSTRUCTION MANAGEMENT AND INSPECTION SERVICES, AND APPROVE PROFESSIONAL SERVICES AGREEMENT WITH GEOCON INC., FOR GEOTECHNICAL TESTING AND INSPECTION SERVICES**

FISCAL IMPACT:

EXPENSE:	$ 1,324,000	TOTAL CONSTRUCTION CONTRACT AMOUNT
	$ 132,400	TOTAL CONSTRUCTION CONTINGENCY AMOUNT
	$ 338,000	TOTAL CM & INSPECTION CONTRACT AMOUNT
	$ 54,000	TOTAL GEOTECHNICAL CONTRACT AMOUNT
	$ 1,848,400	TOTAL AMOUNT

AVAILABLE BUDGET: $ 5,007,150 FISCAL YEAR 2022-23 CIP BUDGET
(105213-6850 JL# 229999-6850)

SUMMARY:

A contract to construct the Phase I improvements for the Placentia Public Safety Center is presented to the City Council for its consideration and approval to allow work to begin on this project. The project has been phased to allow the construction of the steel Butler Building, which will house the Police Department's property and evidence collection operations, to move forward ahead of the construction of the main building. This will ensure that portion of the project is completed before the lease on the City's currently rented facility expires at the end of 2023.

Competitive bids were solicited from prequalified contractors and the apparent low bid was submitted by TTS Engineering Inc (TTS). After a review and reference check, Staff has concluded that TTS has submitted the lowest responsive, responsible bid, and staff recommends the City Council award a construction contract for Phase I construction of the Placentia Public Safety Center to TTS. In addition, Amendment No. 2 to the City's existing agreement with Totum Corporation for construction management and inspection services is presented to the City Council

for its consideration to provide added work scope and fee to provide full time construction management and inspection services on this project. The fee and work scope covers both project phases. Totum will oversee both contractors' work and ensure that the building is built per plan, provide coordination between the design and construction teams, and act as the owner's representative. A separate professional services agreement with Geocon Inc., to provide geotechnical testing and inspection services is also presented for Council consideration. Geocon prepared the geotechnical report and analysis for this project and provided engineering design criteria for the building foundations. A separate agreement with Geocon is proposed so that they may provide compaction testing and grading inspection services to ensure the foundation built meets their design criteria.

RECOMMENDATION:

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

1. Approve the engineered and architectural construction plans & specifications prepared by PBK Architects, Inc., and approve a Public Works Agreement with TTS Engineering Inc., for Phase I Construction of the Placentia Public Safety Center in the amount of $1,324,000; and

2. Reject all other bids received and authorize return of the bid bonds; and

3. Authorize the City Administrator to approve contract change orders up to ten percent (10%) of the contract amount, or $132,400, for a total construction contract not-to-exceed amount of $1,456,400; and

4. Approve Amendment No. 2 to a professional services agreement with Totum Corp for project construction management and inspection services in the amount of $338,000; and

5. Authorize the City Administrator to approve contract change orders up to 10%, or $33,800; and

6. Approve a professional services agreement with Geocon Inc., for project geotechnical testing and inspection services in the amount of $54,000; and

7. Authorize the City Administrator to approve contract change orders up to 10%, or $5,400; and

8. Authorize the City Administrator to approve all agreements in a form approved by the City Attorney.

STRATEGIC PLAN STATEMENT:

This item conforms to Strategic Plan Goal 5, Implement Public Infrastructure to Meet Community Needs, and Objective 5.4, Construct the Placentia Public Safety Center.

DISCUSSION:

On March 1, 2022, the City Council selected a preferred project alternative for the Placentia Public Safety Center and directed Staff to finalize the construction drawings and bid documents to construct this facility. The new 18,000+ square foot facility will primarily house the Police Department's evidence and property storage operations and shooting range as well as a new emergency communications center and emergency operations and training center. The City currently leases a light industrial/commercial building for property and evidence storage.

The new facility will consist of a manufactured steel Butler Building that will be used for property and evidence storage and the main building that includes the shooting range which will be constructed with CMU block. Since the City's lease for its existing property and evidence building is set to expire in December 2023, the project will need to be phased to allow the construction of the Butler Building to proceed first so that it can be completed prior to the expiration of the City's current lease. Phase 1 construction of the project entails demolition, grading, subsurface utility work, and the footings and slab for the Butler Building. Phase II construction will entail the construction of the main building under a separate construction contract. This project delivery methodology will allow the City to construct the building foundation and footings to allow the Butler Building to be erected as a stand-alone effort to complete and occupy the newly constructed evidence and property storage building before the City's current lease expires. Construction of the main building will occur concurrently and continue into early 2024. Staff anticipates beginning operations in that portion of the facility late in April 2024.

Given the complexity of an essential public safety facility, the project team issued a public prequalification questionnaire to the contracting community ahead of soliciting formal bids for construction to ensure that qualified contractors with experience in building similar facilities would submit a bid for this project. A total of eight (8) contractors were prequalified for Phase I construction and were asked to submit competitive bids. A separate contractor prequalification process for Phase II construction has also been undertaken. The City received bids for Phase I on November 28, 2022, however the low bidder, TTS Engineering, Inc., advised the City that it had made several errors in calculating its bid and asked to withdraw its bid. Based on the cost differential between the low bidder and the second low bidder Staff recommended to the City Council that it reject all bids received and authorized soliciting new bids which was affirmed by the City Council.

On December 19, 2022, the City received five (5) bids from the prequalified contractors to construct Phase I. The following table provides the total bid amounts received from each contractor:

Contractor	Bid Amount
TTS Engineering, Inc.	$1,324,000
Legion Contractors, Inc.,	$1,467,000

Caliagua, Inc.	$1,630,760
Facility Builder and Erectors	$1,647,292
Sully-Miller Contracting Company	$2,385,000

After reviewing the bid proposals received, it was determined that TTS Engineering, Inc., (TTS) submitted the lowest responsive and responsible bid. Based on a reference check of TTS and the submitted bid, Staff recommends awarding a construction contract to TTS to construct this project. It is anticipated that work will begin in early February and this phase of the project should be completed by the end of May 2023.

The City currently contracts with Totum Corp for construction management (CM) and inspection services as part of a City bench list of CM consultants. Totum has successfully provided these services on prior projects, specializes in building construction and has a great deal of experience in building essential safety facilities. Totum has provided pre-construction services on this project by providing constructability reviews on the various construction plans and technical specifications as well as led the contractor pre-qualification process and has functioned as the owner's representative by coordinating final design and construction elements with the City's design team and facility end-users. An amendment to the City's existing agreement with Totum is presented for City Council consideration and approval. The work scope and fee under this amendment covers both project construction phases.

The City previously contracted with Geocon Inc., when it first began this project to conduct a geotechnical survey and report of the project site. The report analyzed soil samples taken from the project site coupled with historical geological information regarding the site to develop design recommendations for the building's foundation and footings. The data was utilized by the City's design team as a basis for design of the new building. During the course of construction, it is highly recommended that the project geotechnical engineer conduct site visits and inspections of the building grading operations and take soil samples for testing to ensure that the grading and earthwork is completed pursuant to the design specifications. Additional testing and inspection of the building's foundation and footings during construction is also highly recommended. Therefore, a separate professional services agreement with Geocon to provide these inspection and testing services is also presented to the City Council for its consideration and approval.

FISCAL IMPACT:

The total construction cost for Phase I of the Public Safety Center Project amounts to $1,848,400. This cost consists of the bid amount submitted by TTS in the amount of $1,324,000, and a construction contingency in the amount of $132,400. In addition, construction management and inspection costs total $338,000 and geotechnical inspection and testing services amounts to $54,000. A total of $6,250,000 has been budgeted thus far for this project. Accordingly, sufficient funds exist for the recommended actions.

Prepared by:

Masoud Sepahi, P.E.
City Engineer

Reviewed and approved:

Jennifer Lampman
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 TTS Engineering, Inc.
2. Amendment No. 2 with Totum Corp
3. Professional Services Agreement with Geocon Inc.

CITY OF PLACENTIA
PUBLIC WORKS AGREEMENT FOR
PLACENTIA PUBLIC SAFETY CENTER PROJECT – PHASE I

THIS AGREEMENT (herein "Agreement"), is made and entered into this 10th day of January 2023 by and between the CITY OF PLACENTIA, a municipal corporation and charter city, (herein "City") and TTS Engineering, Inc., (herein "Contractor"). The parties hereto agree as follows:

W I T N E S S E T H:

A. WHEREAS, City requires the construction of Phase I of the Placentia Public Safety Center 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 a (California corporation, located at 10731 Chestnut Avenue, Stanton, CA 90680.

(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 One Million Three Hundred Twenty Four Thousand Dollars ($1,324,000) (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 January 9, 2024, 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:

Timothy Wilson, 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 form any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

6.0 INSURANCE, INDEMNIFICATION AND BONDS

6.1 Insurance. The Contractor and all subcontractors, if any, shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, insurance as set forth in Exhibit "C" attached hereto and incorporated herein by this reference.

Conditions:
In accordance with Public Contract Code Section 20170, the insurance of surety companies who provide or issue the policy shall have been admitted to do business in the State of California with a credit rating of A- or better.

This insurance shall not be canceled, limited in scope or coverage or non-renewed until after thirty (30) days prior written notice has been given to the Community Development Director, City of Placentia, 401 E. Chapman Ave., Placentia, California 92870.

Any insurance maintained by the City of Placentia shall apply in excess of and not combined with insurance provided by this policy.

The City of Placentia, its officers, employees, representatives, attorneys, and volunteers shall be named as additional named insureds with respect to: liability arising out of activities performed by or on behalf of the Contractor and all Subcontractors pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Contractor and all Subcontractors; automobiles owned, leased, hired, or borrowed by the Contractor and all Subcontractors.

Prior to commencement of any work under this contract, Contractor shall deliver to the City insurance endorsements confirming the existence of the insurance required by this contract, and including the applicable clauses referenced above.

Such endorsements shall be signed by an authorized representative of the insurance company and shall include the signatory's company affiliation and title. Should it be deemed necessary by the City, it shall be Contractor's responsibility to see that the City

receives documentation, acceptable to the City, which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company.

If the Contractor fails to maintain the aforementioned insurance, or secure and maintain the aforementioned endorsement, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement. However, procuring of said insurance by the City is an alternative to other remedies the City may have, and is not the exclusive remedy for failure of Contractor to maintain said insurance or secure said endorsement. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which became due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this agreement.

Each contract between the Contractor and any subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 6.1.

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

6.3 Indemnification. Contractor shall defend, indemnify, hold free and harmless the City of Placentia, its elected and appointed officials, officers, agents and employees, at Contractor's sole expense, from and against any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising or alleged to arise out of or in connection with the performance of the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising or alleged to arise from the negligent acts or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's performance of or failure to perform any term, provision, covenant or condition of this Agreement.

(a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith.

(b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', subcontractors' or invitees') negligent performance of or failure to perform such work, operations or activities hereunder; and Contractor

agrees to save and hold the City, its officers, agents, and employees harmless therefrom.

(c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel selected by City.

(d) Contractor's duty to defend and indemnify as set out in this Section 6.3 shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

Notwithstanding the foregoing, Contractor shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City.

The Contractor's indemnification obligations pursuant to this Section 6.3 shall survive the termination of this Agreement. Contractor shall require the same indemnification from all subcontractors.

6.4 Labor and Materials and Performance Bonds. Concurrently with execution of this Agreement, Contractor shall deliver to City a labor and materials bond and a performance bond each in the sum of the amount of this Agreement, in the forms provided by the City Clerk, which secures the faithful performance of this Agreement. The bonds shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

6.5 Sufficiency of Insurer or Surety. Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances. In the event the Senior Management Analyst of City ("Senior Management Analyst") determines that the work or services

to be performed under this Agreement creates an increased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies required by this Section 6 may be changed accordingly upon receipt of written notice from the Senior Management Analyst; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Senior Management Analyst to the City Council of City within ten (10) days of receipt of notice from the Senior Management Analyst.

6.6 Substitution of Securities. Pursuant to California Public Contract Code Section 22300, substitution of eligible equivalent securities for any monies withheld to ensure performance under the contract for the work to be performed will be permitted at the request and expense of the successful bidder.

7.0 RECORDS AND REPORTS

7.1 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

7.2 Records. Contractor shall keep, and require subcontractors to keep, such books and records (including but not limited to payroll records as required herein) as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

7.4 Public Records Act Disclosure. Contractor has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required

by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 6254.7, and of which Contractor informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

8.0 GENERAL PROVISIONS

8.1 Governing Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

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

The Principal set forth in Section 5.1 above shall be the representative for Contractor for purposes of this Agreement, and shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

8.3 Disputes. In the event either party fails to perform its obligations hereunder, the nondefaulting party shall provide the defaulting party written notice of such default. The defaulting party shall have ten (10) days to cure the default; provided that, if the default is not reasonably susceptible to being cured within said ten (10) day period, the defaulting party shall have a reasonable time to cure the default, not to exceed a maximum of thirty (30) days, so long as the defaulting party commences to cure such default within ten (10) days of service of such notice and diligently prosecutes the cure to completion; provided further that if the default is an immediate danger to the health, safety and general welfare, the defaulting party shall take such immediate action as may be necessary. Notwithstanding the foregoing, the nondefaulting party may, in its sole and absolute discretion, grant a longer cure period. Should the defaulting party fail to cure the default within the time period provided in this Section, the nondefaulting party shall have the right, in addition to any other rights the nondefaulting party may have at law or in equity, to terminate this Agreement. Compliance with the provisions of this Section 8.3 shall be a condition precedent to bringing any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured.

8.4 Retention of Funds. Progress payments shall be made in accordance with the provisions of Section 3.2 of this Agreement. In accordance with said section, City shall pay Contractor a sum based upon ninety-five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security to be paid to the Contractor within sixty (60) days after final acceptance of the work by the City Council, after Contractor shall have furnished City with a release of all undisputed

contract amounts if required by City. In the event there are any claims specifically excluded by Contractor from the operation of the release, the City may retain proceeds (per Public Contract Code 7107) of up to 150% of the amount in dispute. City's failure to deduct or withhold shall not affect Contractor's obligations hereunder.

8.5 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.6 Rights and Remedies. Rights and Remedies are cumulative except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

8.7 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.8 Liquidated Damages. Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City Five Hundred Dollars ($500) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Scope of Services (Exhibit A) or Schedule of Performance (Exhibit B). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

8.9 Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, Contractor shall vacate any City owned property which Contractor is permitted to occupy hereunder and City may, after compliance with the provisions of Section 8.3, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of setoff or partial payment of the amounts owed the City as previously stated.

8.10 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and shall be deemed to be given when served personally or deposited in the US Mail, prepaid, first-class mail, return receipt requested, addressed as follows:

To City: City of Placentia
401 E. Chapman Ave
Placentia, California 92870
Attn.: Luis Estevez, Deputy City Administrator

To Contractor:

TTS Engineering
Timothy W. Wilson, President
10731 Chestnut Avenue
Stanton, CA 90680

8.11 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.12 Conflict of Interest. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

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

8.13 Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. To the extent required by law, contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

8.14 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.15 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.16 Hiring of Illegal Aliens Prohibited. Contractor shall not hire or employ any person to perform work within the City of Placentia or allow any person to perform work required

under this Agreement unless such person is properly documented and legally entitled to be employed within the United States.

8.17 Unfair Business Practices Claims. In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body renders final payment to the contractor without further acknowledgment by the parties. (Sec. 7103.5, California Public Contract Code).

8.18 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

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

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

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

8.21 Legal Responsibilities. The Contractor shall keep itself informed of City, State, and Federal laws, ordinances and regulations, which may in any manner affect the performance of its services pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws, ordinances and regulations. Neither the City, nor its officers, agents, nor employees shall be liable at law or in equity as a result of the Contractor's failure to comply with this section.

8.22 Termination for Convenience. The City may terminate this Agreement without cause for convenience of the City upon giving contractor 30 days prior written notice of termination of the Agreement. Upon receipt of the notice of termination the Contractor shall cease

all further work pursuant to the Agreement. Upon such termination by the City the Contractor shall not be entitled to any other remedies, claims, actions, profits, or damages except as provided in this paragraph. Upon the receipt of such notice of termination Contractor shall be entitled to the following compensation:

1. The contract value of the work completed to and including the date of receipt of the notice of termination, less the amount of progress payments received by contractor.

2. Actual move-off costs including labor, rental fees, equipment transportation costs, the costs of maintaining on-site construction office for supervising the mover-off.

3. The cost of materials custom made for this Agreement which cannot be used by the Contractor in the normal course of his business, and which have not been paid for by City in progress payments.

4. All costs shall not include any markups as might otherwise be allowed by any plans or specifications which were a part of the Agreement.

The provisions of this paragraph shall supersede any other provision of the Agreement or any provision of any plans, specification, addendums or other documents which are or may become a part of this Agreement. City and Contractor agree that the provisions of this paragraph are a substantive part of the consideration for this Agreement.

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

8.24 Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

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

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

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

interpretation of this Agreement.

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

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

8.30 Funding Source Conditions – Contractor's Obligation. Contractor acknowledges that the City may be paying for the Project by using funds it receives or will receive from various funding sources in the form of grants and/or subsidies, and the like under certain terms and conditions. Contractor acknowledges and agrees that any failure of the Contractor and/or its subcontractors to perform its obligations under the Contract, including, but not limited to, timely submitting accurate reports and records, that in any way results in the City not meeting the terms and conditions placed on the funds by the funding source, or forfeiting its entitlement to or, otherwise, not receiving, the funds, then the Contractor shall be liable to pay the City for the funds not granted to the City on the Project.

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

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

CITY OF PLACENTIA,
A municipal corporation and Charter City

_____ Date: _____
Damien R. Arrula, City Administrator

ATTEST:

_____
Robert S. McKinnell, City Clerk

CONTRACTOR

_____ Date: 1/3/2023

Signature

Timothy Wilson ; President

Name and Title

94-3481023

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

_____ Date: _____

Christian L. Bettenhausen, City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____

Rosanna Ramirez, Deputy City Administrator

Bond Number: 107657344
Bond Premium: Included in Performance Bond

Project No. 5203

(Use of City Bond Form is Required)

LABOR AND MATERIAL PAYMENT BOND
PUBLIC WORK (CALIFORNIA)

KNOW ALL MEN BY THESE PRESENT:

WHEREAS, TTS Engineering Inc, as Principal, has entered into a contract dated December 22, 2022, with the City of Placentia (Obligee) referred to and made a part hereof to perform the following work, to wit: Placentia Public Safety Center Project and all appurtenant work in accordance with PROJECT NO. 5203....., which requires Principal to file this bond to secure claims made in relation to the project.

NOW THEREFORE, we, TTS Engineering Inc, as Principal, and Travelers Casualty and Surety Company of America, a corporation organized under the laws of Connecticut 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 One Million Three Hundred Twenty Four Thousand Dollars ($ 1,324,000 .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 22nd day of December, 2022.

(Corporate Seal)

TTS Engineering Inc
Principal

By _____
President
Title

(Corporate Seal)

Travelers Casualty and Surety Company of America
Principal

By Natalie Guillozet
Natalie Guillozet, Attorney-In-Fact
Title

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

TRAVELERS	**Travelers Casualty and Surety Company of America** **Travelers Casualty and Surety Company** **St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Natalie Guillozet** of **FRESNO** , **California** , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **22nd** day of **December** , **2022** .

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

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

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

State of California)
County of Fresno)

On 12-22-2022 before me, Jennifer Benavides, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Natalie Guillozet
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

JENNIFER BENAVIDES
COMM. #2288968
Notary Public - California
Fresno County
My Comm. Expires May 18, 2023

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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Project No. 5203

(Use of City form is required)

SUPPLEMENTAL INFORMATION TO BE COMPLETED BY PRINCIPAL

If an individual, so state. If a firm or co-partnership, state the firm and give the names of all individual co-partners composing the partnership. If a Corporation, state legal name of corporation; state also the names of the president, secretary, treasurer and manager thereof.

TTS Engineering, Inc
president: Timothy Wilson - Treasurer
Secretary: Kelly Gilbert

Business Address:
10731 Chestnut Avenue
Stanton, CA 90680

Telephone Number: 714-840-6346

Date: 1/3/2023

Print Name: Timothy Wilson
Principal

Signature: [signature]
Title president

Project No. 5203

(Use of City form is required)

TAX IDENTIFICATION NUMBER

The Tax Equity and Fiscal Responsibility Act of 1982 requires the payer (City of Placentia) to report to the Internal Revenue Service taxable payments to payees.

You (as a payee) are required by law to provide us with your Taxpayer Identification Number (if an individual or partnership, your Social Security Number). If you do not provide us with your correct identification number, you may be subject to a penalty imposed by the Internal Revenue Service. The payments subject to withholdings may include, but are not limited to, interest, dividends, or other payments the City of Placentia and/or the Placentia Redevelopment Agency made to you. Other payments may include rents, royalties, commissions and fees for service of non-employees.

If you are exempt from income tax, we are still required, by law, to maintain a Tax Identification Number on file. **PLEASE PROVIDE YOUR TAX IDENTIFICATION NUMBER next to the appropriate listing below, sign, date and return to:**

CITY OF PLACENTIA FINANCE DEPARTMENT
401 E. Chapman
Placentia, CA 92870

Exempt: Yes___ No X Telephone (714) 840 - 6346

CORPORATION: TTS Engineering, Inc

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: /president Date: 1/3/23

BID GUARANTEE

TO THE CITY OF PLACENTIA
PROJECT NO. 5203

As a material inducement to the City to award the contract for Project No. 5203 to TTS Engineering, Inc, 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: Placentia Public Safety Center Project - Phase 1 ("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: 1/3/2023

Contractor: TTS Engineering, Inc

By: _____

Title: President

Project No. 5203

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 1/3/23 at Stanton, California.

Firm TTS Engineering, Inc

Street 10731 Chestnut Avenue

City Stanton State CA Zip 90680

(Signature)

Timothy Wilson, President

(Print Name & Title)

Bond Number: 107657344
Bond Premium: $13,157.00

Project No. 5203

CITY OF PLACENTIA
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENT: That, TTS Engineering Inc

WHEREAS, the CITY OF PLACENTIA (hereinafter called the "City") has awarded to ^^, a California corporation (hereinafter "Principal"), an Agreement, dated December 22, 20 22 ("Agreement") whereby Principal agreed to provide construction services including Placentia Public Safety Center Project;

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, TTS Engineering Inc, as Principal, and Travelers Casualty and Surety Company of America as Surety, are held and firmly bound unto the City in the sum of One Million Three Hundred Twenty Four Thousand Dollars ($1,324,000) 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 22nd day of December, 2022, 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. 5203

SURETY Travelers Casualty and Surety Company of America

By _____

Natalie Guillozet, Attorney-In-Fact

One Tower Square
Hartford CT 06183

ADDRESS

PRINCIPAL TTS Engineering Inc

By X _____

X _____

10731 Chestnut Avenue, Stanton, CA 90680.

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.

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Natalie Guillozet** of **FRESNO**, **California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **22nd** day of **December**, **2022**.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

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

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

State of California)
County of Fresno)

On 12-22-2022 before me, Jennifer Benavides, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Natalie Guillozet
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

JENNIFER BENAVIDES
COMM. #2288968
Notary Public - California
Fresno County
My Comm. Expires May 18, 2023

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
☐ Corporate Officer — Title(s): _____	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

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California All-Purpose Certificate of Acknowledgment

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

State of California

County of Orange } **S.S.**

On January 3, 2023 before me, Linda Kay Ganci, Notary Public,
(Name of Notary Public, Title)

personally appeared Timothy W. Wilson
(Name of Signer (1))

(Name of Signer (2))

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

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

WITNESS my hand and official seal.

(Signature of Notary Public)

MAP2 LINDA KAY GANCI COMMISSION # 2329953 Notary Public - California COUNTY Of ORANGE Comm. Exp. JULY 24, 2024 MAP2

(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of City of placentia performance Bond,

containing _____ pages, and dated _____.

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-fact
- ☐ Corporate Officer(s) _____ (Title(s))
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____ (Name(s) of Person(s) or Entity(ies) Signer is Representing)

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☑ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

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California All-Purpose Certificate of Acknowledgment

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

State of California

County of Orange } S.S.

On January 3, 2023 before me, Linda Kay Ganci, Notary Public,
Name of Notary Public; Title

personally appeared Kelly S. Gilbert
Name of Signer (1)

Name of Signer (2)

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

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

WITNESS my hand and official seal.

Signature of Notary Public

MAP2 LINDA KAY GANCI COMMISSION # 2329953 Notary Public - California COUNTY Of ORANGE Comm. Exp. JULY 24, 2024 MAP2

Seal

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Description of Attached Document

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The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
- ☐ Attorney-in-fact
- ☐ Corporate Officer(s) _____
  Title(s)
- ☐ Guardian/Conservator
- ☐ Partner - Limited/General
- ☐ Trustee(s)
- ☐ Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:

☒ form(s) of identification ☐ credible witness(es)

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Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer ☐ Signer(s) Thumbprints(s)

☐ _____

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Project No. 5203

EXHIBIT A

SCOPE OF SERVICES

The scope of services under this contract are contained within the approved engineered project improvement plans and technical specifications prepared by PBK Architects and are incorporated herein by reference.

Project No. 5203

EXHIBIT B

SCHEDULE OF PERFORMANCE

Once TTS Engineering, Inc., has been issued a formal Notice to Proceed by the City it will have a total of 72 working days to complete the project.

EXHIBIT C
INSURANCE REQUIREMENTS

Contractor shall maintain and shall require all its subcontractors, consultants, and other agents to maintain the insurance listed below. Any requirement for insurance to be maintained after completion of the work shall survive this agreement.

CITY reserves the right to review any and all of the required insurance policies and/or endorsements but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this agreement.

A. Workers Compensation & Employers Liability Insurance

- Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- Employers Liability with limits of $1,000,000 per Accident; $1,000,000 Disease per employee; $1,000,000 Disease per policy.
- The policy shall include a written waiver of the insurer's right to subrogate against CITY.
- Required Evidence of Coverage:
    1. Subrogation waiver endorsement; and
    2. Properly completed Certificate of Insurance.

B. General Liability Insurance

- Commercial General Liability Insurance no less broad than Insurance Services Office (ISO) form CG 00 01.
- Coverage shall be on a standard occurrence form. Claims-Made forms are not acceptable without prior written consent. Modified, limited or restricted Occurrence forms are not acceptable without prior written consent.
- Minimum Limits: $1,000,000 per Occurrence; $2,000,000 General Aggregate; $2,000,000 Products/Completed Operations Aggregate. The General Aggregate shall apply separately to each project. The required

limits may be provided by a combination of General Liability Insurance and Commercial Excess or Umbrella Liability Insurance. If contractor maintains higher limits than the specified minimum limits, CITY requires and shall be entitled to coverage for the higher limits maintained by contractor.

- Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds $25,000 it must be approved in advance by CITY. Contractor is responsible for any deductible or self-insured retention and shall fund it upon CITY'S written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving CITY.
- Coverage shall be continued for one (1) year after completion of the work.
- CITY shall be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the contractor. CITY shall continue to be an additional insured for completed operations for (1) year after completion of the work.
- The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard ("f" definition of insured contract in ISO form CG 00 01, or equivalent).
- The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- The policy shall cover inter-insured suits and include a "Separation of Insureds" or "severability" clause which treats each insured separately.
- The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against all persons or entities that are, or are required to be, additional insureds.
- The policy shall not contain a Contractors' Warranty or other similar language which eliminates or restricts insurance because of a subcontractor's failure to carry specific insurance or to supply evidence of such insurance.

- Required Evidence of Coverage:
    1. Copy of the additional insured endorsement or policy language granting additional insured status; (The City of Placentia, its officers, employees, representatives, attorneys, and volunteers shall be named as additional named insureds with respect to: liability arising out of activities performed by or on behalf of the Contractor and all Subcontractors pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Contractor and all Subcontractors; automobiles owned, leased, hired, or borrowed by the Contractor and all Subcontractors.)
    2. Copy of the endorsement or policy language indicating that coverage applicable to the additional insureds is primary and non-contributory;
    3. Properly completed Certificate of Insurance; and
    4. Completed and signed Agent/Broker Questionnaire with supporting documentation as required.

C. Automobile Liability Insurance

- Minimum Limit: $1,000,000 combined single limit per accident.
- Coverage shall apply to all owned, hired and non-owned vehicles.
- CITY shall qualify as an insured.
- Required Evidence of Coverage:
    1. Copy of the endorsement or policy language indicating that CITY is an insured; and
    2. Properly completed Certificate of Insurance.

D. Contractors Pollution Liability Insurance

- Minimum Limits: $1,000,000 per Pollution Incident; $1,000,000 Aggregate;
- Coverage shall apply to pollution incidents at or from any location at which Contractor is performing work under this agreement.
- Any deductible or self-insured retention shall be shown on the Certificate

of Insurance. If the deductible or self-insured retention exceeds $25,000 it shall be approved in advance by CITY. Contractor is responsible for any deductible or self-insured retention and shall fund it upon CITY written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving CITY.

- CITY shall be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the Contractor. Additional insured status shall continue for one (1) year after completion of the work.
- The insurance provided to the additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by them.
- If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of work.
- The insurance shall be continued for one (1) year after completion of the work. If the insurance is on a Claims-Made basis, the continuation coverage may be provided by: (a) renewal of the existing policy; (b) an extended reporting period endorsement; or (c) replacement insurance with a retroactive date no later than the commencement of the work.
- Required Evidence of Coverage:
    1. Copy of the additional insured endorsement or policy language granting additional insured status;
    2. Copy of the endorsement or policy language indicating that coverage for the additional insureds is primary and non-contributory;
    3. Properly completed Certificate of Insurance.

E. Surety Bonds

- Bid bond.
- Performance and payment bonds for the entire contract price.
- The surety must be authorized to issue these bonds in the state of

California.

F. Standards for Insurance Companies

- Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

G. Documentation

- The Certificate of Insurance shall include the following reference:
- The name and address for Additional Insured endorsements and Certificates of Insurance is: City of Placentia
- Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- Current Evidence of Coverage shall be provided for the entire required period of insurance.
- Upon written request, certified copies of required insurance policies shall be provided within thirty (30) days.

Project No. 5203

EXHIBIT D

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

Project No. 5203

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.

SECTION C

PROPOSAL

for the

PLACENTIA PUBLIC SAFETY CENTER PROJECT – PHASE I
CITY PROJECT NO. 5203

in the

CITY OF PLACENTIA

TO THE HONORABLE MAYOR AND MEMBERS OF THE COUNCIL OF PLACENTIA:

In compliance with the Notice Inviting Sealed Bids, the undersigned hereby proposes and agrees to perform all the work therein described, and to furnish all labor, material, equipment and incident insurance necessary therefor, in accordance with the Scope of Work as described on the Bid Documents and depicted in Appendix I. The undersigned agrees to perform the work therein to the satisfaction of and under the supervision of the City Engineer of the City of PLACENTIA, and to enter into a contract at the following prices. The undersigned agrees to complete the work within Seventy Two **(72)** working days, starting from the date of the Notice to Proceed or liquidated damages of $2,500 per day will be applied. Time is of the essence.

BIDDER declares that this proposal is based upon careful examination of the work site, plans, specifications, Instructions to Bidders and all other contract documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with CITY at the unit and/or lump sum prices set forth in the following Bid Schedule. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to CITY of the guaranty accompanying this proposal.

BIDDER understands that a bid is required for the entire work, that the estimated quantities set forth in the Bid Schedule are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. THE CITY RESERVES THE RIGHT TO DELETE ANY ITEM FROM THE CONTRACT. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, fees, etc., and will be guaranteed for a period of ninety days from the bid opening date. If at such time the contract is not awarded, the CITY will reject all bids and will re-advertise the project. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

If awarded the Contract, the undersigned agrees that in the event of the BIDDER'S default in executing the required contract and filing the necessary bonds and insurance certificates within 10 working days after the date of the CITY'S notice of award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the CITY and this bid and the acceptance hereof may, at the CITY'S option, be considered null and void.

Accompanying this PDF proposal of bid, find Bidder's Bond in the amount of $ 10% of this bid which said amount is not less than 10% of the aggregate of the total bid price, as required by the Notice Inviting Sealed Bids, payable to the CITY. (Please insert the words "Cash", "Certified Check", or "Bidder's Bond", as the case may be).

Bidder shall signify receipt of all Addenda here, if any:

Addenda No.	*Date Received*	*Bidder's Signature*
Addendum 1	12/14/22	
Addendum 1a	12/16/22	

PLACENTIA PUBLIC SAFETY CENTER PROJECT – PHASE 1
CITY PROJECT NO. 5203

BID SCHEDULE

ITEM NO.	ITEMS DESCRIPTION	QUANTITY	UNIT	TOTAL
1.	Phase 1 Improvements, complete in-place, per approved plans and technical specifications.	1	LS	$ 1,324,000.00

TOTAL BID PRICE WRITTEN IN FIGURES: $ 1,324,000.00

TOTAL BID PRICE WRITTEN IN WORDS: One Million and three hundred and twenty four thousand and zero dollars.

PREQUALIFIED BIDDER'S NAME AND ADDRESS: TTS Engineering - Tim Wilson

10731 Chestnut Avenue

Stanton, CA 90680

NONCOLLUSION AFFIDAVIT
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

State of California
ss.
County of Orange

Timothy W. Wilson, being first duly sworn, deposes and says that he or she is President of TTS Engineering, Inc. the party making the foregoing bid that the bid is not made in the interest of, or on the behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Tim Wilson
Name of Bidder

Signature of Bidder

10731 Chestnut Ave, Stanton CA 90680
Address of Bidder

Subscribed and sworn to before me this 19 day of December, 2022.

KELLY S. GILBERT
Notary Public - California
Orange County
Commission # 2418613
My Comm. Expires Sep 27, 2026

NOTARY PUBLIC Kelly S. Gilbert

NOTARY SEAL

SEE Attached

CALIFORNIA JURAT WITH AFFIANT STATEMENT
GOVERNMENT CODE § 8202

☐ See Attached Document (Notary to cross out lines 1–6 below)
☐ See Statement Below (Lines 1–6 to be completed only by document signer[s], *not* Notary)

1 _____
2 _____
3 _____
4 _____
5 _____
6 _____

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

State of California

County of Orange

Subscribed and sworn to (or affirmed) before me on this 19th day of Dec., 2022
Date *Month* *Year*

by
(1) Timothy W. Wilson
(2) _____
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

KELLY S. GILBERT
Notary Public - California
Orange County
Commission # 2418613
My Comm. Expires Sep 27, 2026

Place Notary Seal Above

Signature Kelly S. Gilbert
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Non Collusion Affidavit

Document Date: 12/19/22 Number of Pages: 1

Signer(s) Other Than Named Above: _____

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UTILITY AGREEMENT

HONORABLE MAYOR AND CITY COUNCIL
CITY OF PLACENTIA, CALIFORNIA

The undersigned hereby promises and agrees that in the performance of the work specified in the contract, known as PLACENTIA PUBLIC SAFETY CENTER PROJECT, (I)(we)(it) will employ and utilize only qualified persons, as hereinafter defined, to work in proximity to any electrical secondary or transmission facilities. The term "Qualified Person" is defined in Title 8, California Administrative Code, Section 2700, as follows:

"**Qualified Person:** *A person who, by reason of experience or instruction, is familiar with the operation to be performed and the hazards involved."*

The undersigned also promised and agrees that all such work shall be performed in accordance with all applicable electrical utility company's requirements, Public Utility Commission orders, and State of California Cal-OSHA requirements.

The undersigned further promises and agrees that the provisions herein shall be and are binding upon any subcontractor or subcontractors that may be retained or employed by the undersigned, and that the undersigned shall take steps as are necessary to assure compliance by any said subcontractor or subcontractors with the requirements contained herein.

TTS Engineering

Contractor

By Tim Wilson

President

Title

Date: 12/19/2022

WORKERS COMPENSATION INSURANCE CERTIFICATE

Pursuant to Section 1861 of the State Labor Code, each contractor to whom a public works contract has been awarded shall sign the following certificate.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

TTS Engineering

Contractor

By Tim Wilson

President

Title

Date: 12/19/2022

UNDERGROUND SERVICE ALERT
IDENTIFICATION NUMBER

(To be completed only by the awarded Contractor prior to excavation)

No excavation will be permitted until this form is completed and returned to the CITY.

Section 4216/4217 of the Government Code requires a Dig Alert Identification Number be issued before a Permit to Excavate will be valid.

To obtain a Dig Alert Identification Number, call Underground Service Alert at **1-800-422-4133** a minimum of two working days before scheduled excavation.

Dig Alert Identification Number: Not yet called in.

TTS Engineering
Contractor

By Tim Wilson

President
Title

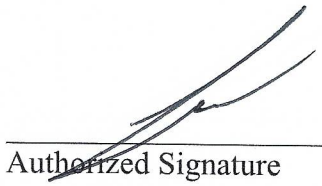
Date: 12/19/2022

Note: *This form is required for every **Dig Alert Identification Number** issued by U.S.A. during the course of the Work. Additional forms may be obtained from the CITY upon request.*

DESIGN ENGINEER MAY NOT BID ON CONSTRUCTION CONTRACT

No engineering or architectural firm which has provided design services for a project shall be eligible to bid on the contract to construct the project. The firms ineligible to bid include the prime contractor for design, subcontractors of portions of the design, and affiliates of either. An affiliate is a firm which is subject to the control of the same persons(s), through joint ownership or otherwise.

ACKNOWLEDGED this 19 day of December, 2022 at 8:00 AM at TTS Engineering.



Authorized Signature

Tim Wilson - President

Position

TTS Engineering

Company

PLACENTIA PUBLIC SAFETY CENTER PROJECT – PHASE 1 CITY PROJECT NO. 5213

BIDDER'S BOND

(To Accompany Contract Proposal)

KNOW ALL MEN BY THESE PRESENTS,

That TTS Engineering Inc, as PRINCIPAL, and Travelers Casualty and Surety Company of America, as SURETY, are held and firmly bound unto the City of Placentia in the sum of TEN PERCENT (10%) of the total amount of the bid of said PRINCIPAL, to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

In no case shall the liability of said SURETY here under exceed the sum of $ Ten Percent (10%) of Bid Amount.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT,

WHEREAS, said PRINCIPAL has submitted the above-mentioned bid to the City of Placentia for certain construction for which bids are to be opened at the City Hall of the City of Placentia, 401 East Chapman Avenue, Placentia, California on XXXX, 2022 for:

PLACENTIA PUBLIC SAFETY CENTER PROJECT – PHASE 1 CITY PROJECT NO. 5213

NOW, THEREFORE, if the aforesaid PRINCIPAL is awarded the contract and within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written consent in the prescribed form in accordance with the bid, and files the two bonds with the City of Placentia, one to guarantee faithful performance and the other to guarantee payment for Labor and Materials as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect.

PLACENTIA PUBLIC SAFETY CENTER PROJECT – PHASE 1 CITY PROJECT NO. 5213

In the event suit is brought upon this bond by the Obligee and judgment is recovered, said SURETY shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 15th day of December 2022.

PRINCIPAL	SURETY
BY: _____	Natalie Guillozet
President	Natalie Guillozet, Attorney-In-Fact
Title	
BY: Joel Nichols	1753 E Fir Ave; Fresno CA 93720
	Address
Facility Manager	
Title	
(SEAL)	(SEAL)

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Natalie Guillozet** of **FRESNO**, **California**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, **2026**

_____
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **15th** day of **December**, **2022**.

_____
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

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

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

State of California)
County of Fresno)

On 12-15-2022 before me, Jennifer Benavides, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Natalie Guillozet
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

NRO1 JENNIFER BENAVIDES COMM. #2288968 Notary Public - California Fresno County My Comm. Expires May 18, 2023 NRO1

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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BID BOND
ACKNOWLEDGMENT OF SURETY

STATE OF California)
ss
County of Orange)

On this 19th day of December, 2022, A.D.
Timothy W. Wilson personally appeared before me a
Notary Public
(Notary Public, Judge or Other Officer)
in and for Orange County, State of California
known to me to be the President of the corporation
that executed the foregoing instrument and, upon oath, did depose that he is the officer of said corporation as above designed; that he is acquainted with the seal of said corporate seal of said corporation; that the signatures to said instrument were made by officers of said corporation as indicated after said signatures; and that the said corporation executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

Kelly S. Gilbert ~SEE Attached~
(Notary Public, Judge or Other Officer)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

State of California
County of Orange }

On 12/19/22 before me, Kelly S. Gilbert, Notary Public
Date *Name and Title of the Officer*

personally appeared Timothy Wilson
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

KELLY S. GILBERT
Notary Public - California
Orange County
Commission # 2418613
My Comm. Expires Sep 27, 2026

Place Notary Seal Above

Signature: Kelly S. Gilbert
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Bid Bond Document Date: 12/19/22

Number of Pages: 1 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Timothy W. Wilson	Signer's Name: _____
☒ Corporate Officer — Title(s): President	☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer Is Representing: TPS Engineering, Inc.	Signer Is Representing: _____

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Mayor
RHONDA SHADER

Mayor Pro Tem
CHAD P. WANKE

Councilmembers:
CRAIG S. GREEN
WARD L. SMITH
JEREMY B. YAMAGUCHI

The People are the City

City Clerk:
ROBERT S. MCKINNELL

City Treasurer
KEVIN A. LARSON

City Administrator
DAMIEN R. ARRULA

401 East Chapman Avenue – Placentia, California 92870

Placentia Public Safety Center Phase 1

BID ADDENDUM NUMBER 1

Wednesday, November 16, 2022

General

The following changes, additions, or deletions shall be made to the following documents as indicated; and all other conditions shall remain the same:

I Q&A / City Comments

Item Number

1. Based on the questions received, see the following notes / clarifications:

    a) There is a bond for the waste management. Please see the project manual. This shall be enforced.

    b) Bidders shall ***include*** an allowance of $6,000 for controlled demolition of the 6 trees on site. The trees may be required to be salvaged for re-use by an organization. This additional $6,000 allowance is above and beyond the base bid, which shall include requires a complete removal and disposal.

    c) The soils report has been uploaded to the bidders drop box.

    d) Mobile command storage shall be relocated up to 200 ft away from the current location.

    e) Capping of all underground utilities shall be in accordance with industry standards.

    f) No methane study is available not required.

    g) Over-excavation shall be for both building pads, so we have a rough graded pad ready for Phase 2. The Butler pad shall be finish graded so Phase 1 contractor can pour the concrete slab

    h) The City shall assist with exact placement of stub outs for utilities and City team shall "sign off" prior to slab pour

    i) The City does not have a location on site for export of spoils. Contractor to remove from site and dispose of accordingly.

    j) Utilities shall be stubbed out as shown on the Exhibit "X" attached. Note that the SCE work is a placeholder until final SCE plans are provided. Bidders shall base their bid scope as per Exhibit "X" "Y" and "Z"

Mayor
RHONDA SHADER

Mayor Pro Tem
CHAD P. WANKE

Councilmembers:
CRAIG S. GREEN
WARD L. SMITH
JEREMY B. YAMAGUCHI

The People are the City

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KEVIN A. LARSON

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DAMIEN R. ARRULA

401 East Chapman Avenue – Placentia, California 92870

k) See Exhibits ""X", "Y" and "Z" attached for scope of work area.

l) All swales and catch basins shown within the project scope boundary shall be part of the phase 1 Bid scope.

m) The project duration shall be 72 working days (14.4 calendar weeks = ~ 3.5 calendar months)

n) Bids are due at 10am on Monday November 28, 2022, in ***lieu of 5pm***. We cannot offer any time extension as the timing is critical to get bids and award. The awarded contractor will be required to expedite all paperwork such as insurance and performance bonds.

o) Bids are required to be uploaded to Planet Bids. This includes Bid and Bid Bond.

p) Documents shall be uploaded to Plan Bids no later than Thursday November 17th. They are all on the drop box.

q) The scope should only include grading and underground utilities to 5' out from the slab except at the Butler slab. All curb and gutters and paving are being completed in Phase 2

r) Permits shall be funded by the City directly with a charge point.

s) Contractor shall provide chain link fence and gates for the boundaries shown on the plans attached hereto. The fence and gates shall be required to be adjusted as needed as work is carried out and completed to enable PD to utilize their parking as much as possible.

t) Reminder that this is a secure site. Passes and identification will be required for all workers.

u) All necessary site construction survey shall be by the contractor.

v) Onsite Electrical Power / Construction Water. Is onsite power and water accessible to the Prime Contractor for the purpose of construction? Yes.

w) Onsite HMA / AC work. What AC type / binder is the owner desire? For new site AC and for the Overlay area??? Response: That work is under Package 2. There is no asphalt or concrete flatwork for this phase, only site demolition, rough grading, CMU retaining wall north property, site underground utilities, certified pad for the future Public Safety Building and footings/slab and under-slab utilities for the Butler Building

END OF BID ADDENDUM NUMBER 1

Mayor
RHONDA SHADER

Mayor Pro Tem
CHAD P. WANKE

Councilmembers:
CRAIG S. GREEN
WARD L. SMITH
JEREMY B. YAMAGUCHI

The People are the City

City Clerk:
ROBERT S. MCKINNELL

City Treasurer
KEVIN A. LARSON

City Administrator
DAMIEN R. ARRULA

401 East Chapman Avenue – Placentia, California 92870

Placentia Public Safety Center Phase 1

BID ADDENDUM NUMBER 1

Wednesday, November 16, 2022

General

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The People are the City

Mayor
WARD L. SMITH

Mayor Pro Tem
JEREMY B. YAMAGUCHI

Councilmembers:
KEVIN KIRWIN
RHONDA SHADER
CHAD P. WANKE

City Clerk:
ROBERT S. MCKINNELL

City Treasurer
KEVIN A. LARSON

City Administrator
DAMIEN R. ARRULA

401 East Chapman Avenue – Placentia, California 92870

Placentia Public Safety Center Phase 1 (Re-Bid)

BID ADDENDUM NUMBER 1 Re-Bid

Monday, December 12, 2022

General

The following changes, additions, or deletions shall be made to the following documents as indicated; and all other conditions shall remain the same:

I Q&A / City Comments

Item Number

1) All prior Bid Addendum, as uploaded onto the drop box and on PlanetBids shall apply. Some items may be superceded in future issued Bid Addendum.

2) Complete DWP plans have been provided. The scope shown on the DWP plans shall replace the "preliminary scope" provided in the site package. Contractor shall include all underground work.

3) Whilst DWP do their crossover, the CNG station will need to powered by a generator for an assumed 4 weeks. Contractor shall include this within their Base Bid. Contractor electrician shall investigate the size of generator required.

END OF BID ADDENDUM NUMBER 1

The People are the City

Mayor
RHONDA SHADER

Mayor Pro Tem
CHAD P. WANKE

Councilmembers:
CRAIG S. GREEN
WARD L. SMITH
JEREMY B. YAMAGUCHI

City Clerk:
ROBERT S. MCKINNELL

City Treasurer
KEVIN A. LARSON

City Administrator
DAMIEN R. ARRULA

401 East Chapman Avenue – Placentia, California 92870

k) See Exhibits ""X", "Y" and "Z" attached for scope of work area.

l) All swales and catch basins shown within the project scope boundary shall be part of the phase 1 Bid scope.

m) The project duration shall be 72 working days (14.4 calendar weeks = ~ 3.5 calendar months)

n) Bids are due at 10am on Monday November 28, 2022, in ***lieu of 5pm***. We cannot offer any time extension as the timing is critical to get bids and award. The awarded contractor will be required to expedite all paperwork such as insurance and performance bonds.

o) Bids are required to be uploaded to Planet Bids. This includes Bid and Bid Bond.

p) Documents shall be uploaded to Plan Bids no later than Thursday November 17th. They are all on the drop box.

q) The scope should only include grading and underground utilities to 5' out from the slab except at the Butler slab. All curb and gutters and paving are being completed in Phase 2

r) Permits shall be funded by the City directly with a charge point.

s) Contractor shall provide chain link fence and gates for the boundaries shown on the plans attached hereto. The fence and gates shall be required to be adjusted as needed as work is carried out and completed to enable PD to utilize their parking as much as possible.

t) Reminder that this is a secure site. Passes and identification will be required for all workers.

u) All necessary site construction survey shall be by the contractor.

v) Onsite Electrical Power / Construction Water. Is onsite power and water accessible to the Prime Contractor for the purpose of construction? Yes.

w) Onsite HMA / AC work. What AC type / binder is the owner desire? For new site AC and for the Overlay area??? Response: That work is under Package 2. There is no asphalt or concrete flatwork for this phase, only site demolition, rough grading, CMU retaining wall north property, site underground utilities, certified pad for the future Public Safety Building and footings/slab and under-slab utilities for the Butler Building

END OF BID ADDENDUM NUMBER 1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/29/2022

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

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

PRODUCER	CONTACT NAME: Carrie Stubblefield CISR	
James G. Parker Insurance License #0554959 P O Box 3947 Fresno CA 93650	PHONE (A/C, No, Ext): (559) 222-7722	FAX (A/C, No): (559) 222-1724
	E-MAIL ADDRESS: CarrieStubblefield@jgparker.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Ascot Specialty Insurance Company	45055
INSURER B: Scottsdale Insurance Company	41297
INSURER C: XL Specialty Insurance Company	37885
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
T T S Engineering Inc
D B Equipment LLC
10731 Chestnut Ave
Stanton CA 90680

COVERAGES **CERTIFICATE NUMBER:** 22-23 GL IM UMB **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	ESGL221000011902	02/26/2022	02/26/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Per Project Aggregate	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 5,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $			XLS0123434	02/26/2022	02/26/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
C	Rented/Leased Equipment Scheduled Equipment			UM00109316MA22A	02/26/2022	02/26/2023	$1,000 Deductible $1,000 Deductible	$250,000 Per Schedule

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

Project #5203 - Placentia Public Safety Center Project - Phase 1 - Placentia, CA. The City of Placentia, its officers, employees, representatives, attorneys, and volunteers are included as additional insured and insurance is primary and non-contributory with waiver of subrogation as per forms CG2010 0413, CG2037 0413, CG2001 0413 and CG2404 0509 attached. A per project aggregate applies as per form CGA354 0920 attached.

CERTIFICATE HOLDER

City of Placentia
401 E. Chapman Avenue
Placentia CA 92870

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

James D Parker

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition 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 an additional insured under your 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.

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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 signed by both parties prior to loss	All locations
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.

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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 signed by both parties prior to loss	All locations
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" 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 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 Declarations.

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization: As required by written contract signed by both parties prior to loss
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT SUBJECT TO CAP

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s): All projects
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.

F. Notwithstanding the foregoing or any other provision of this policy or any endorsement attached thereto, the most we will pay under the Designated Construction Project General Aggregate Limit for all Designated Construction Projects combined is: $5,000,000

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/29/2022

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

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

PRODUCER	CONTACT NAME: Carrie Stubblefield CISR	
James G. Parker Insurance License #0554959 P O Box 3947 Fresno CA 93650	PHONE (A/C, No, Ext): (559) 222-7722	FAX (A/C, No): (559) 222-1724
	E-MAIL ADDRESS: CarrieStubblefield@jgparker.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
T T S Engineering Inc D B Equipment LLC 10731 Chestnut Ave Stanton CA 90680	INSURER A: American Zurich Ins Co	40142
	INSURER B: Zurich American Insurance	16535
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 22-23 BA WC **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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS	Y		BAP106300804	10/01/2022	10/01/2023	BODILY INJURY (Per accident)	$
	☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☒ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y	N/A	Y	WC106300704	10/01/2022	10/01/2023	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Project #5203 - Placentia Public Safety Center Project - Phase 1 - Placentia, CA. The City of Placentia, its officers, employees, representatives, attorneys, and volunteers are included as additional insured and insurance is primary and non-contributory with waiver of subrogation as per forms CA2048 1013 and WC040306 0484 attached.

CERTIFICATE HOLDER

City of Placentia
401 E. Chapman Avenue
Placentia CA 92870

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

James G Parker III

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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: **T T S Engineering Inc**

Endorsement Effective Date: **10/01/2022**

SCHEDULE

Name Of Person(s) Or Organization(s):
ANY PERSON OR ORGANIZATION TO WHOM OR TO 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.

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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 0 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	Job Description
ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, EXECUTED PRIOR TO THE ACCIDENT OR LOSS, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.	

Policy #WC106300704

AMENDMENT NO. 2 TO
PROFESSIONAL SERVICES AGREEMENT
PROVISION OF CONSTRUCTION MANAGEMENT SERVICES WITH TOTUM CORPORATION

This Amendment No. 2 ("Amendment") to Professional Services Agreement is made and entered into effective the 10th day of January 2023, by and between the CITY OF PLACENTIA, a Charter City and Municipal Corporation ("CITY"), and Totum Corporation a California corporation (hereinafter "CONSULTANT"). CITY and CONSULTANT are sometimes hereinafter individually referred to as "Party" and or collectively referred to as the "Parties."

A. Recitals.

(i). CITY and CONSULTANT entered into a Professional Services Agreement ("Agreement") effective May 18th, 2021 through which CONSULTANT has been providing professional services as more fully explained in the Scope of Services attached to the Agreement as Exhibit "A."

(ii). The Parties now seek to amend the Agreement to increase the cumulative not-to-exceed amount by $338,000 for additional construction management and inspection services in support of the Public Safety Center Project pursuant to the work scope and fee proposal attached hereto an incorporated by reference as Attachment 1.

(iii). All legal prerequisites to the making of this Amendment have occurred.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

B. Amendment to Agreement.

1. Section 2.1 of the Agreement is hereby amended to read as follows:

2.1 Compensation. Consultant shall be paid hourly in accordance with the fee schedule set forth in Attachment 1. Consultant's total compensation under this agreement shall not exceed Nine Hundred Fifty-Eight Thousand ($958,000).

2. Except as specifically modified herein, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

3. The Agreement, all amendments together with this Amendment No. 2 and all Exhibits attached thereto, constitutes the entire Agreement between the Parties and supersedes all prior negotiations, arrangements, representations, and understandings, if any, made by or between the Parties with respect to the subject matter hereof. No amendment or other modification of the Agreement, as modified by this Amendment No. 2 shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

4. Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Amendment No. 2 and that such execution is binding upon the entity for which he or she is executing this document.

IN WITNESS WHEREOF, the Parties have caused Amendment No. 2 to the Consulting Services Agreement are to be executed as of the day and year first above written.

CONSULTANT

By: _____
Danny Kaye, Totum Corporation

CITY OF PLACENTIA

By: _____
Damien R. Arrula
City Administrator

ATTEST:

By: _____
Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

By:_____
Christian L. Bettenhausen, City Attorney

integrated
design
construction
management
sustainability
totum

15130 Ventura Blvd.
Suite 327
Sherman Oaks
CA 91403,
818 986 9870 p/f

Principal

Danny Kaye, CCM, PMP, FRICS, LEED AP
310 351 0138 m

www.totumconsulting.com

danny@totumconsulting.com

Attachment 1

October 3, 2022

Mr. Masoud Sepahi
City Engineer
City of Placentia
401 E. Chapman Ave.
Placentia, CA 92870
Via email.

PROPOSAL FOR CM SERVICES FOR THE CITY OF PLACENTIA POLICE DEPARTMENT EVIDENCE STORAGE FACILITY (PUBLIC SAFETY BUILDING) – BIDDING/CONSTRUCTION PHASE.

Dear Masoud,

Thank you for asking Totum to provide a proposal to assist the city with construction management for the for the Police Evidence Storage Facility (Public Safety Building).

The project is a 2-phased construction project, with phase 1 being the Butler building scope and phase 2 being the main building with gun range. Both buildings total approximately 19,500 sq. ft. Totum have perused plans dated 8/5/2022 provided by PBK. The procurement is based on a 2-phase bid process over the next 20 months.

We have based this proposal on the overall project schedule reviewed with the team on 9/21/22 and attached.

This proposal is based on a part time, as needed role providing the scope of services based on the schedule provided and attached.

Therefore, we would suggest a not to exceed fee $278,000 plus $60,000 allowance for deputy inspection = **$338,000** billed on a time and materials basis per the rates shown on our staffing chart.

The city could also hire a deputy inspection firm yourselves. We would request reimbursement at cost.

Our hourly billing rates for year 2022-2023 (we can lock into the project) are as follows:

Principal/SCM $195
Senior Project Manager $190
Construction Manager $145

Our typical scope / role would include, but ***not*** be limited to, assistance as necessary, with:

PRECONSTRUCTION / CONSTRUCTION

1. Kick off meeting with all stake holders.
2. Manage and coordinate all aspects of the project and report directly to the city.
3. Developing and maintain a master schedule including key milestones

integrated
design
construction
management
sustainability
totum

4. Updating master schedules and master budgets.
5. Prepare contractor prequalification documents
6. Assist with the bidding process and selection of GC. Evaluate bids, award and assist with contract.
7. Participating in the plan check process.
8. Weekly update meetings during the bidding/pre-con process.
9. Working with all stake holders for logistic planning such as FF&E
10. Assemble and coordinate contract documents.
11. Weekly construction meetings – chair and manage meetings and minutes / agendas.
12. RFI and submittal management with contractor and architect.
13. Weekly photos, Week-at-a-Glance / Monthly Update
14. Budget controls and tracking.
15. Assist with retention of owner retained vendors (i.e. deputy Inspector, A/V, FF&E) if necessary.
16. Change order review and compilation of formal change orders.
17. Coordination of inspections (Contractor, agency and deputy).
18. Attend special meetings when needed.
19. Schedule oversight.
20. Retain (if requested) and coordinate deputy inspection
21. Monthly update meeting with client team.
22. General QA / QC.
23. Ensure as-built progress.
24. Facilitate issues between entire team.
25. Oversee commissioning, close out and move-in.
26. Host and maintain a team drop box.

Our PM/CM staffing would be led by principal Danny Kaye with Totum staff Pat Lappin, and Alejandro Pinel providing the as needed support – the same team we are used for the Navigation Center and current project in Huntington Beach,

Regards



Danny Kaye, CCM, PMP, FRICS, LEED AP
Principal

totum

Placentia PE Facility

9/22/22

			2022			2023									2024										
Title	**Rate**	**Staff**	Sep	Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	April		FEE RANGE	
Principal/SCM	$195	DK				49	49	33	33	33	33	33	33	33	33	33	33	33	33	33	10			532	$103,662
SCM	$190	PL				33	24	24	24	24	24	24	24	24	24	24	24	24	24	24	24			399	$75,877
CM	$145	AP					41	41	41	41	41	41	41	41	41	41	41	41	41	41	41			611	$88,631
																									$0
		Subtotal	0	0	0	82	114	98	98	98	98	98	98	98	98	98	98	98	98	98	75	0		**$399**	**$268,170**
			Covered In precon																						

Reimbursable Expenses At Cost		Allowance	$	10,000
Deputy Inspection	@1.5%	Allowance	$	60,000
Concrete, CMU, Structural Steel				

PreQual/Bidding	
Plancheck	
Construction	
Construction Close Out:	



$338,170

CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH
GEOCON WEST, INC.

THIS AGREEMENT is made and entered into this 10TH day of January, 2023 (Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and GEOCON WEST, INC. , a California Corporation ("Consultant").

W I T N E S S E T H:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide Geotechnical Inspection and Testing Services for the Placentia Public Safety Center Project as more fully described herein; and

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

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

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

(a) Meet with Consultant to review the quality of the work and resolve the matters of concern;

(b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

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

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

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

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

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A". Consultant's total compensation shall not exceed Fifty-Four Thousand Dollars ($ 54,000.00).

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

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

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

3.0. TIME OF PERFORMANCE

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

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

control of a party. If a delay beyond the control of the Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 12 months, ending on January 10, 2024, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

a. Be adjudged a bankrupt;

b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;

c. Make a general assignment for the benefit of creditors;

d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;

e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or

f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

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

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

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

5.0. INSURANCE

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

(a) Broad-form commercial general liability, in a form at least as broad as ISO Form #CG 00 01 04 13, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit. If Consultant maintains higher limits that the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Consultant.

(b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, each incident for bodily injury and property damage.

(c) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of $1,000,000 per accident for any employee or employees of Consultant. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

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

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

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

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

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

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

(a) Additional insureds: "The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."

(b) Notice: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required polices are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant's sole

cost and expense."

(c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Placentia, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Placentia shall be excess and not contributing with the insurance provided by this policy."

(d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Placentia, its officers, officials, agents, employees, and volunteers.

(e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

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

6.0. GENERAL PROVISIONS

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

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

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

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

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

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

IF TO CONSULTANT:	IF TO CITY:
Geocon West, Inc. 3303 N San Fernando Blvd, Ste 100 Burbank, CA 91504 Tel: 818-841-8388 Attn: John Stapleton Staff Engineer	City of Placentia 401 E. Chapman Placentia, CA 92870 Tel: 714-993-8148 Attn: Luis Estevez Deputy City Administrator

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

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

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

hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement to the extent caused by the negligence or willful misconduct of Consultant. 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. Pursuant to Civil Code section 2782.8, in no event shall the cost to defend charged to Consultant exceed Consultant's proportionate share of fault. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

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

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

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

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

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

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

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

6.15. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to

Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

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

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

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

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

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

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

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

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

6.24. Severability. If any provision of this Agreement is determined by a court of

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

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

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

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

CITY OF PLACENTIA,
A municipal corporation

_____ Date: _____
Damien R. Arrula, City Administrator

ATTEST:

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

CONSULTANT

_____ Date: _____
Signature

_____
John Stapleton, Staff Engineer

_____
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

_____ Date: _____
Christian L. Bettenhausen, City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____
Rosanna Ramirez, Risk Management

APPROVED AS TO CONTENT:

_____ Date: _____
Luis Estevez, Deputy City Administrator

DEPARTMENTAL APPROVAL

_____ Date: _____
Luis Estevez, Deputy City Administrator

EXHIBIT A

CONSULTANT'S PROPOSAL AND SCOPE OF WORK

EXHIBIT B

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

GEOCON
WEST, INC.
GEOTECHNICAL ■ ENVIRONMENTAL ■ MATERIALS

Project No. W1274-88-01
February11, 2021

VIA EMAIL

Mr. Luis Estevez
City of Placentia – Public Service and Infrastructure
401 East Chapman Avenue
Placentia, California 92870

Subject: PROPOSAL FOR AS-NEEDED GEOTECHNICAL INSPECTION AND TESTING SERVICES DURING CONSTRUCTION
PROPOSED PUBLIC SAFETY FACILITY
2999 EAST LA JOLLA STREET, PLACENTIA, CALIFORNIA

References: *Geotechnical Investigation,* prepared by Geocon West, Inc., Project No. W1274-88-01, dated February 4, 2021.

Dear Mr. Estevez:

At your request, we are submitting this proposal to provide as-needed geotechnical inspection and testing services during grading and construction of the subject project. At this time, there is no formal construction schedule. Therefore, assumptions of the construction activities that will require geotechnical observation and testing services are based on our review of the Preliminary Building Plans prepared by BOA Architecture, and the recommendations in the referenced Geotechnical Investigation. It is anticipated that the proposed scope of services includes geotechnical inspection services during grading of the on-grade portion of the structure, installation of shoring and lagging for the subterranean portion of the structure, foundation observations, utility trench backfill, and pavement subgrade preparation, and placement and compaction of pavement section materials.

Based on the conversations with you, and our assumptions of the assumed tasks that will require geotechnical inspections, it is anticipated that approximately 40 days inspection and testing services will be required. This proposal is considered preliminary for initial budgeting purposes and should be revised once a formal construction schedule becomes available for our review.

SCOPE OF SERVICES

Geotechnical Consultation. Provide consultation as necessary to the design and construction team. Review, stamp and sign project plans as necessary. Attend team meetings, respond to RFI's and provide additional or alternative design recommendations as necessary.

Compaction Testing & Inspection. Provide inspector(s) as required for the project during the grading and construction period. The inspector would be equipped with a vehicle and sufficient field testing equipment to provide in-place density test results in the field, as well as to collect samples for both earth and materials testing.

Geotechnical Observation. Site visits by our engineer and/or geologist would be performed where site conditions require a licensed professional to perform inspections. In addition, geologist or engineer time would be incurred for site visits, meetings and miscellaneous consultation during the construction period.

Laboratory Testing. Perform all necessary laboratory soil testing required for project support and report preparation. The quantity and type of tests performed will depend upon the conditions encountered. The actual cost for laboratory tests would be invoiced in accordance with our *Schedule of Fees*. Where possible all tests will be performed in our in-house laboratory; however, an outside laboratory may also be utilized on occasion.

Report Preparation and Submittal. Upon completion of the site grading, foundation installation, and/or compaction testing, reports will be prepared as required by the Building Official.

COST OF SERVICES

At this time, there is no formal construction schedule. Based on conversations with you, and the assumed construction durations, we anticipate that inspection and testing services will be required on approximately 40 different days. Inspection and testing services will be performed on both a full-time and part-time basis as required during the construction period.

Based on these considerations, and assuming 40 days of inspection, it is recommended that **$54,000** be budgeted for the geotechnical inspection services, including project management, laboratory testing fees and report preparation. At this time there is no formal construction schedule and assumptions are being made. This proposal is intended for initial budgeting purposes only and should be reviewed and revised once a formal construction schedule is available. The actual fee for services is directly related to the construction schedule, weather, and efficiency of the contractor performing the work, and could be more or less than estimated. Additional change orders will be submitted if necessary as the project progresses.

Geocon proposes to provide the services described herein on a time-and-materials basis in accordance with the enclosed Schedule of Fees.

We have prepared this proposal with the understanding that this is ***a prevailing wage project***. If the Client should conclude this is not a prevailing wage project, please so advise Geocon in writing immediately.

This proposal is intended for initial budgeting purposes only and should be reviewed and revised once a construction schedule is available. The actual fee for services is directly related to the construction schedule, weather, and efficiency of the contractor performing the work, and could be more or less than estimated. This proposal does not include overtime or weekend work. No contingency has been added for items not listed on the construction schedule or for weather related issues during construction. Additional change orders will be submitted if necessary as the project progresses. All services will be provided on a time and materials basis in accordance with the Schedule of Fees. Invoices would be submitted at four-week intervals and would be itemized to reflect only the actual time and costs incurred.

EXECUTION OF CONTRACT

Please provide Work Order in accordance with the previously negotiated Professional Services Agreement between dated January 6, 2021. We will return one fully executed copy to your attention.

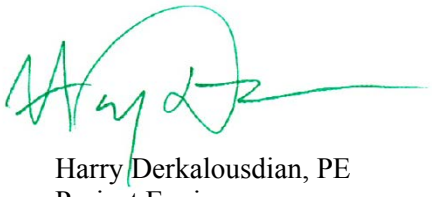
Should you have any questions regarding this proposal, or if we may be of further service, please contact the undersigned at your convenience.

Very truly yours,

GEOCON WEST, INC.



John Stapleton
Staff Engineer



Harry Derkalousdian, PE
Project Engineer

(EMAIL) Addressee

Enclosures: 2020 Schedule of Fees

GEOCON
WEST, INC.
GEOTECHNICAL ■ ENVIRONMENTAL ■ MATERIALS

2020 SCHEDULE OF FEES

PROFESSIONAL SERVICES

Word Processor/Non-Technical Assistant/Draftsman/Dispatcher	$90/hr
Engineering Assistant/Lab Technician	90/hr
Engineering Field Technician (Earthwork/Compaction Testing/Backfill)	*80/hr
Special Inspector (Concrete, Rebar, Masonry, Welding, etc.)	*85/hr
Engineering Inspector (Bottom Approval / Shoring / Foundations / Piles)	*105/hr
LA City Deputy Grading Inspector (Bottom Approval / Shoring / Foundations / Piles)	*120/hr
Staff Engineer/Geologist	*120/hr
Project Engineer/Geologist	*140/hr
Senior Project Engineer/Geologist	*150/hr
Senior Engineer/Geologist	*170/hr
Associate Engineer/Geologist	*195/hr
Principal Engineer/Geologist/Litigation Support	250/hr
Attorney Fees (General)	350/hr
Deposition or Court Appearance	400/hr
Overtime/Saturday Rate/Night Rate (7pm – 6am w/ 8-Hr minimum per call out)	1.5 X Regular Hourly Rate
Sunday and Holiday Rate	2 X Regular Hourly Rate
Minimum Field Services Fee (per day or per call-out)	4 Hours
Short-Notice Cancellation (after 4 pm of the day prior to the scheduled inspection time)	4 Hours
Short-Notice Cancellation (upon or after arrival at jobsite)	4 Hours

*Prevailing Wage (PW) California Labor Code §1720, et. Seq add $40/hr

TRAVEL

Personnel	Regular Hourly Rate
Subsistence (Per Diem)	$200/day
Vehicle Mileage	0.60/mile

EQUIPMENT, MATERIALS, & ANALYTICAL TESTS

Nuclear Density Gauge	$10/hr
Sand Cone Testing Equipment	10/hr
Vehicle	10/hr
Special Inspection Equipment	5/hr
Asphalt Cold Patch/Concrete (60-lb.), Cement (94-lb.)	20/bag
GPS Unit	160/day
Pick-up Truck	125/day
Direct-Push Rig/Operator	165/190(PW)*/hr
Direct-Push Sample Liner	10/ea
Hand-Auger	40/day
Soil Sample Tube (Brass or Stainless)	10/ea
Bailer (Reusable)	33/day
Bailer (Disposable)	15/ea
Stainless Sampling Pump	$150/day
Battery-Powered Pump	75/day
Water Level Indicator	40/day
Interface Probe	85/day
Photo-Ionization Meter	125/day
Combustible Gas Meter	125/day
pH/Conductivity/Temperature Meter	50/day
Turbidity Meter	80/day
Air Sampling Pump	80/day
Level D PPE/Decon Rinse Equipment	50/day
Concrete Coring Equipment	165/day
Generator or Air Compressor	100/day
Distilled Water (5-gallon)	15/ea
55-Gallon Drum	65/ea
Visqeen (6 mil 20X100')	135/roll
Traffic Cones/Barricades	35/day
TPHg(EPA 8015B)	70/ea
TPHd/TPHmo	(EPA 8015M) 75/ea
TPH Carbon Chain Breakdown	(EPA 8015M) 110/ea
Methanol and/or Ethanol (EPA 8015M)	110/ea
Volatile Organic Compounds	(EPA 8260B) 110/ea
Semi-Volatile Organic Compounds	(EPA 8270) 180/ea
PAHs (EPA 8270SIM)	160/ea
CAM 17 Metals (EPA 6010B)	170/ea
Single Metal	(EPA 6010B) 20/ea
Hexavalent Chrome (EPA 7199)	60/ea
Organochlorine Pesticides (EPA 8081)	110/ea
Organophosphorus Pesticides (EPA 8141)	125/ea
Chlorinated Herbicides (EPA 8151)	125/ea
PCBs (EPA 8082)	75/ea
Soil pH (EPA 9045C)	20/ea
WET or TCLP Extraction	75/ea
EPA 5035 Sample Kits	25/ea
Asbestos (PLM)	20/ea
Asbestos (400-point count)	45/ea
Sample Compositing	20/composite
48-hour Turnaround Time	60% surcharge
72-hour Turnaround Time	40% surcharge

LABORATORY TESTS*

COMPACTION CURVES

(D698/D1557/T99/T108) 4-inch mold $250/ea
(D698/D1557/T99/T108) 6-inch mold 250/ea
(CT 216) California Impact 250/ea
Check Point 100/ea
(D1632/CT312) Soil Cement Cyl. Fabrication (Set of 3) ... 150/set
(D1632/CT312) Soil Cement Cyl. Fabrication (Addtl. Spec.) 50/ea
(D1633/CT312) Soil Cement Comp. Strength (Set of 3) 300/set
(D1633/CT312) Soil Cement Comp. Strength (Addtl. Spec.) 100/ea

SOIL AND AGGREGATE STABILITY

(D2844/CT301) Resistance Value $285/ea
(D2844/CT301) Resistance Value, Treated 290/ea
(D1883) California Bearing Ratio 530/ea
(C977) Stabilization Ability of Lime 185/ea
(D1883) Calif. Bearing Ratio (Army Corp of Engineers) 105/ea

CHEMICAL ANALYSIS

(G187/CT643/T288) pH and Resistivity $150/ea
(D4972/T289) pH Only 50/ea
(CT417) Sulfate Content 100/ea
(CT422) Chloride Content 100/ea
(D2974) Organic Content 75/ea

PERMEABILITY, CONSOLIDATION AND EXPANSION

(D5084) Permeability, Flexible Wall $270/ea
(D5856) Permeability, Rigid Wall 260/ea
(D2434) Permeability, Constant Head 280/ea
(D2434) Permeability, FHA Slab-on-Grade 110/ea
(D2434) Permeability, Hourly 55/ea
(D2435/T216) Consolidation (6 pts. w/ Unload) 350/ea
(D2435/T216) Consolidation Additional Point w/ Unload 65/ea
(D4546) Swell/Compression Testing & Density 125/ea
(D4546) Swell/Settlement Testing & Density (ea. addtl. pt.) 85/ea
(D4546) Swell/Settlement Testing & Density (County) 100/ea
(D4546) Swell/Settlement Testing & Density (FHA) 90/ea
(D4829) Expansion Index of Soils 225/ea

STEEL TESTING

Reinforcing Steel Tests:

(A370) Tensile Strength & Elongation
- #11 Bar & Smaller $100/ea
- #14 Bar 125/ea
- #18 Bar (Proof Test) 150/ea

(A370) Bend Test
- #11 Bar & Smaller $50/ea
- #14 & #18 Bar 70/ea

(A370) Tensile - Mechanically Spliced Bar
- #11 Bar & Smaller $150/ea
- #14 Bar & Larger 190/ea

(A370) Tensile – Electric Resist. Butt Splice w/ Control 150/ea
(A370) Straightening of bar (if required) 25/ea

Structural Steel Tests:

(A370) Machining & Prep of Test Specimen ..... Cost + 20%
- (A370) Tensile Strength & Elongation
- Up to 200,000 lbs $100/ea
- 200,000 – 300,000 lbs 125/ea

300,000 – 400,000 lbs 150/ea

Pre-stressing Wire & Tendon Tests:

(A421) Tensile Strength, Single Wire $150/ea
(A416) Tensile Strength, 7-Wire Strand 175/ea

SOIL AND AGGREGATE PROPERTIES

(D422/T88) Particle Size, Hydrometer w/out Sieve $210/ea
(C136/D6913/T27) Sieve, Coarse to Fine w/ #200 Wash 150/ea
(C136/D6913/T27) Sieve, Coarse or Fine w/ #200 Wash 125/ea
(C136/D6913/T27) Sieve, Coarse or Fine No #200 Wash 100/ea
(C117/D1140/T11) Materials Finer than #200 ..... 90/ea
(D2216/T265/CT226) Moisture Content 30/ea
(D2487/D2488) Visual Soil Classification 30/ea
(D2937) Density of In-Place Soil, Drive-Cyl. Method 45/ea
(D4943) Shrinkage Factors of Soils, Wax Method 55/ea
(C131/C535/CT211) L.A. Abrasion Resistance $200/ea
(C142/T112) Clay Lumps and Friable Particles 170/ea

SOIL AND AGGREGATE PROPERTIES (CONTD.)

(C123/T113) Light Weight Particles 245/ea
(D3744/CT229/T210) Durability Index Fine 165/ea
(D3744/CT229/T210) Durability Index Coarse 165/ea
(CT227) Cleanness Value 165/ea
(D4791) Flat & Elongated Particles 150/ea
(D693/CT205) Percent Crushed Particles 145/ea
(D5821) Percent. of Fractured Particles, Coarse Aggregate .. 140/ea
(C40/CT213/T21) Organic Impurities 75/ea
(C235) Soft Hardness (Scratch Hardness) 100/ea
(C88/CT214/T104) Sulfate Soundness 410/ea
(C1252/T304) Uncompact. Void Content, Fine Aggregate ... 150/ea
(C127/CT206/T85) Coarse Specific Gravity 125/ea
(C128/CT207/T84) Fine Specific Gravity 150/ea
(D854/CT209/T100) Specific Gravity of Soil 150/ea
(C29/CT212/T19) Unit Weight & Percent Voids 90/ea
(D2419/CT217/T176) Sand Equivalent 110/ea
(D4318/CT204/T89/T90) Plastic Index (Plastic/Liq. Limit) 200/ea
(D4318/CT204/T89) Liquid Limit 100/ea
(D4318/CT204/T90) Plastic Limit 100/ea
(C330) Spec. for Lightweight Aggregates, Struc. Concrete ... Quote

SHEAR STRENGTH

(D2166) Unconfined Compression $100/ea
(D3080/T236) Direct Shear (3 points) 325/set
(D3080/T236) Direct Shear Addtl. Points/ea. residual pass .. 100/ea
(D2850) Unconsolidated-Undrained Triaxial Shear 115/ea
(D2850) Unconsolidated-Undrained Triaxial Staged 160/ea
(D4767) Consolidated-Undrained Triaxial Shear 265/ea
(D4767) Consolidated-Undrained Triaxial Staged 340/ea
(EM1110) Consolidated-Drained Triaxial Shear 375/ea
(EM1110) Consolidated-Drained Triaxial Staged 480/ea

MASONRY**

Concrete Block Test (Sets of 3 Required):

(C140) Unit Weight Moisture Content & Absorption $195/ea
(C140) Moisture Content/Absorption (ea. addtl. specimen) .. 65/ea
(C140) Compression Test 195/ea
(C140) Compression Test (ea. addtl. specimen) 65/ea
(C426) Linear Drying Shrinkage 285/ea
(C109/UBC 21-16) Mortar Cylinder (2”x4”) 30/ea
(C942) Grout Prism (3”x3”x6”), trimming included 35/ea

Masonry Prism (Assemblage):

(C1314) 8”x8”x16” – 8”x12”x16” $200/ea
(C1314) 8”x16”x16” – 10”x12”x16” 225/ea
(C1314) 12”x12”x16” – 12”x16”x16” 250/ea
(C1314) Larger than 12”x16”x16” ..... Quote

LABORATORY TESTS* (CONTINUED)

High Strength Bolt, Nut, & Washer Tests:

(A325/A490) Tensile Test on Bolts	$100/ea
(A563) Proof Load Test on Nuts	100/ea
(A325/A490) Hardness Test on Bolts	50/ea
(A536) Hardness Test on Nuts	50/ea
(F436) Hardness Test on Washers	50/ea

Weld Specimen Tests:

(E164) Ultrasonic Examination	Quote
Machining & Prep of Test Specimen	Cost + 20%
(E381) Macrotech Test (3 Faces)	$355

ASPHALT TESTING

Asphalt Properties:

(D2726/CT308/T166) Bulk Spec. Grav. Compacted HMA	$100/ea
(D1560/CT366) Stabilometer Value (HVEEM)	200/ea
(D2041) Theoretical Max Specific Gravity	175/ea
(D5444) Sieve Analysis of Extracted Asphalt	215/ea
(D6307/CT382) Percent Asphalt, Ignition Method	150/ea
(D1188) Unit Weight of Asphalt Core	65/ea

MISCELLANEOUS TESTING SERVICES

Calibration of Hydraulic Ram:

100 Ton & Under	$200/ea
101 Tons – 200 Tons	300/ea

Use of Universal Testing Machine:

UTM with One Operator	$320/ea
Additional Technician	Regular Tech Rate

Spray Applied Fireproofing:

(E605/E736) Fireproofing Oven Dry Density/Thickness	$90/ea

Brick Test (Set of 5 Specimens):

(C67) 24-Hour Absorption, Cold Water	$225/set
(C67) 5-Hour Absorption, Boiling Water	$225/set
(C67) Compression Test or Modulus of Rupture	$255/set
(C67) Each Additional Specimen	45/ea

CONCRETE**

Mix Designs:

(ACI211/ACI214) Concrete Mix Design	$350/ea
(ACI211/ACI214) Review of Concrete Mix Design	350/ea
(C192) Concrete Trial Mix (includes equipment & labor)	495/ea

Concrete Properties:

(C39/CT521/T22) Comp. Strength, Concrete Cyl	$30/ea
(C42/CT521/T22) Comp. Strength, Concrete/Gunite Core	60/ea
(C78/CT523) Flex. Strength of 6"x6"x21" Concrete Beam	125/ea
(C174) Length Measuring of Drilled Cores	75/ea
(C1140) Shotcrete Panel-Coring & Testing (Set of 3)	290/set
(C1140) Shotcrete Panel (each addtl. specimen)	90/ea
(C496) Static Modulus of Elasticity	200/ea
(C496) Drying Shrinkage (Set of 3, up to 28 days)	395/set
(C642) Spec. Gravity, Absorp., Voids in Hardened Concrete	95/ea
(F1869) Vapor Emission Rate, Concrete Subfloor	50/ea

***2X Surcharge on rush turn-around for laboratory testing.**
****Fee applies for sample storage, testing, or disposal.**

1. Listed are typical charges for the services most frequently performed by Geocon. Prices for unlisted services as well as special quotations for programs involving volume work will be provided upon request. Laboratory test prices shown are for laboratory work only, and include reporting of routine results not calling for comments, recommendations or conclusions.

2. Sampling and testing is conducted in substantial conformance with the latest applicable or designated specifications of the American Society for Testing and Materials, Caltrans, American Association of State Highway and Transportation Officials, or other pertinent agencies.

3. Saturday, night work, and overtime hours are charged at time and one-half; Sundays and holidays at double time. Per diem is $155.00 per day when location of work dictates.

4. Equipment and materials will be billed at cost plus 15%. Outside services including subcontractors and rental of special equipment are billed at cost plus 15%. Hourly services are billed portal to portal from closest office in accordance with the stated hourly rates herein, with a minimum two-hour charge

5. Invoices will be submitted at four-week intervals. Terms of payment are met upon presentation of invoice. Invoices become delinquent thirty (30) days from invoice date and subject to one and one-half percent (1-1/2%) service charge per month, or the maximum rate allowed by law, whichever is lower. If Client objects to all or any portion of any invoice, Client will so notify Geocon in writing within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay that portion of the invoice not in dispute. The parties will immediately make every effort to settle the disputed portion of the invoice. Payment on delinquent invoices will first be applied to accrued interest and then to the principal amount. All time spent and expenses incurred (including any attorney's fees and costs) in connection with collection of any delinquent amount will be paid by Client to Geocon per Geocon's current fee schedule.

6. Client and Geocon shall allocate certain of the risks so that, to the fullest extent permitted by law, Geocon's (the term "Geocon" includes Geocon's partners, officers, directors, employees, agents, affiliates, subcontractors and subconsultants) total aggregate liability to Client *is limited to the greater of $200,000 or the total compensation received from Client by Geocon for services rendered on this project, for any and all of Client's injuries, damages, claims, losses, expenses, or claim expenses arising out of this Agreement from any cause or causes, including attorneys' fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geocon from and against all liabilities in excess of the monetary limit established above.*

7. Client and Geocon shall allocate certain of the other risks so that, to the fullest extent permitted by law, Client shall limit Geocon's total aggregate liability to all third parties, including contractors, subcontractors of all tiers, materialmen, and others involved in Client's project, as well as persons and other entities not involved in the project, to *the greater of $400,000 or the total compensation received from Client by Geocon for services rendered on this project, for any and all injuries, damages, cause or causes, including attorneys' fees and costs which may be awarded to the prevailing party, and Client agrees to indemnify and hold harmless Geocon from and against all liabilities in excess of the monetary limit established above, including all liability incurred by Geocon for acts, errors, or omissions, pursuant to entering into agreements with third parties on behalf of Client in order to obtain access or entry onto property not owned by Client. Client agrees to notify all contractors and subcontractors of any limitation of Geocon's liability to them, and require them to abide by such limitation for damages suffered by any contractor or subcontractor arising from Geocon's actions or inactions. Neither the contractor nor any subcontractor assumes any liability for damages to others which may arise on account of Geocon's actions or inactions.*

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/9/2022

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

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

PRODUCER
Cavignac
451 A Street, Suite 1800
San Diego CA 92101

CONTACT NAME: Certificate Department
PHONE (A/C, No, Ext): 619-744-0574 **FAX (A/C, No):** 619-234-8601
E-MAIL ADDRESS: certificates@cavignac.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Fire Insurance CO. of Hartford	20478
INSURER B : Continental Insurance Company	35289
INSURER C : Transportation Insurance Co.	20494
INSURER D : Berkley Insurance Company	32603
INSURER E :	
INSURER F :	

INSURED GEOCINC-01
Geocon West, Inc.
6960 Flanders Drive
San Diego, CA 92121

COVERAGES **CERTIFICATE NUMBER:** 1272326868 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR X Cross Liab. Inc. X Separation of In GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT X LOC OTHER:	Y		6079910091	1/1/2022	1/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Deductible	$ 1,000,000 $ 1,000,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 0
B	**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	Y		6079910088	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC679910107	1/1/2022	1/1/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
D	Professional Liability			AEC905140201	1/1/2022	1/1/2023	Each Claim Aggregate	$3,000,000 $7,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: Geocon Project # W1274-XX-XX / Placentia Public Safety Center. Additional Insured coverage applies to General Liability and Automobile Liability for City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers per policy form. Primary coverage applies to General Liability and Automobile Liability per policy form. Waiver of subrogation applies to Workers Compensation per policy form. Professional Liability - Claims made form, defense costs included within limit. Pollution Liability is included in the Professional Liability policy. Professional Liability Retroactive Date 11/01/1989. If the insurance company elects to cancel or non-renew coverage a 30 days written notice of such cancellation or nonrenewal will be provided and 10 days for nonpayment of premium. Auto Physical Damage: $ 1,000 Comprehensive & Collision Deductibles. Professional Liability Coverage Deductible $ 150,000 per claim.

CERTIFICATE HOLDER

City of Placentia
401 East Chapman
Placentia CA 92870

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXTENDED COVERAGE ENDORSEMENT – BA PLUS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILTY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured:**

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; **provided that**,

b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an "insured" under any other liability "policy" providing "auto" coverage.

2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.:**

a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.

b. Does not apply to:

(1) "Bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization; or

(2) Any such organization that is an "insured" under any other liability "policy" providing "auto" coverage.

3. Any person or organization that you are obligated to provide Insurance where required by a written contract or agreement is an insured, but only with respect to legal responsibility for acts or omissions of a person for whom Liability Coverage is afforded under this policy.

4. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

"Policy," as used in this provision **A. Who Is An Insured,** includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or

2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2.a.(2) and A.2.a.(4) are revised as follows:

1. In **a.(2),** the limit for the cost of bail bonds is increased from $2,000 to $5,000, and

2. In **a.(4),** the limit for the loss of earnings is increased from $250 to $500 a day.

C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Towing

Section III. Paragraph A.2., is revised to include Light Trucks up to 10,000 pounds G.V.W.

B. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to **Section III, Paragraph A.3.:**

With respect to any covered "auto," any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

C. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

a. $60 per day, in lieu of $20; subject to

b. $1,800 maximum, in lieu of $600.

D. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

a. $1,000 maximum, in lieu of $600.

E. Personal Property

The following is added to **Section III, Paragraph A.4.**

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c. We will pay up to $500 for loss to **Personal Property** which is:

(1) Owned by an "insured"; and

(2) In or on the covered "auto."

This coverage applies only in the event of a total theft of your covered "auto."

This insurance is excess over any other collectible insurance and no deductible applies.

F. Rental Reimbursement

The following is added to **Section III, Paragraph A.4.:**

d. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a 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.

1. We will pay only for those 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:

(a) The number of days reasonably required to repair or replace the covered "auto"; or,

(b) 15 days.

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

(a) Necessary and actual expenses incurred; or,

(b) $25 per day subject to a maximum of $375.

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

4. 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 Physical Damage Coverage Extension.

G. Hired "Autos"

The following is added to **Section III. Paragraph A.:**

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

a. Any covered "auto" you lease, hire, rent or borrow without a driver; and

b. Any covered "auto" hired or rented by your "employee" without a driver, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

c. The most we will pay for any one "accident" or "loss" is the actual cash value, cost of repair, cost of replacement or $75,000 whichever is less minus a $500 deductible for each covered auto. No deductible applies to "loss" caused by fire or lightning.

d. The physical damage coverage as is provided by this provision will be limited to the types of physical damage coverage(s) provided on your owned "autos."

e. Such physical damage coverage for hired "autos" will:

(1) Include loss of use, provided it is the consequence of an "accident" for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.

(2) Such coverage as is provided by this provision **G.e.(1)** will be subject to a limit of $750 per "accident."

H. Airbag Coverage

The following is added to **Section III, Paragraph B.3.**

The accidental discharge of an airbag shall not be considered mechanical breakdown.

I. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

c. Physical Damage Coverage on a covered "auto" also applies to "loss" to any permanently installed electronic equipment including its antennas and other accessories

d. A $100 per occurrence deductible applies to the coverage provided by this provision.

J. Diminution In Value

The following is added to **Section III, Paragraph B.6.**

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Subject to the following, the "diminution in value" exclusion does not apply to:

a. Any covered "auto" of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and

b. Any covered "auto" of the private passenger type hired or rented by your "employee" without a driver for a period of 30 days or less, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

c. Such coverage as is provided by this provision is limited to a "diminution in value" loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.

d. The most we will pay for "loss" to a covered "auto" in any one accident is the lesser of:

(1) $5,000; or

(2) 20% of the "auto's" actual cash value (ACV)

III. Drive Other Car Coverage – Executive Officers

The following is added to **Sections II and III:**

1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers," except:

a. An "auto" owned by that "executive officer" or a member of that person's household; or

b. An "auto" used by that "executive officer" while working in a business of selling, servicing, repairing or parking "autos."

Such Liability and/or Physical Damage Coverage as is afforded by this provision will be:

(1) Equal to the greatest of those coverages afforded any covered "auto"; and

(2) Excess over any other collectible insurance.

2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are "insureds" while using a covered "auto" described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **Section IV, Paragraph A.2.a.**

(4) Your "employees" may know of an "accident" or "loss." This will not mean that you have such knowledge, unless such "accident" or "loss" is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.**

(6) Your "employees" may know of documents received concerning a claim or "suit." This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.**

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

C. Policy Period, Coverage Territory

Section IV, Paragraph B.7.b.(5) is revised to provide:

a. 45 days of coverage in lieu of 30 days

V. DEFINITIONS

Section V. Paragraph C. is deleted and replaced by the following:

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

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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: Geocon Inc.

Endorsement Effective Date: 01/01/2022

SCHEDULE

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

ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.

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.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

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

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

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

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

2. this **coverage part** provides such coverage.

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

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

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

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

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

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

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

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

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

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

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

1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and

2. supervisory, inspection, architectural or engineering activities; or

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

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

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Primary and Noncontributory Insurance

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

1. primary and non-contributing with other insurance available to the additional insured; or

2. primary and to not seek contribution from any other insurance available to the additional insured.

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

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

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

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

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;

2. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and

3. make available any other insurance, and tender the defense and indemnity of any **claim** to any other insurer or self-insurer, whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph **3.** does not apply to insurance on which the additional insured is a named insured.

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

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

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

A. is currently in effect or becomes effective during the term of this policy; and

B. was executed prior to:

1. the **bodily injury** or **property damage**; or

2. the offense that caused the **personal and advertising injury**;

for which the additional insured seeks coverage.

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

All other terms and conditions of the Policy remain unchanged.

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

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Pollution Exclusion Amendatory Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed that under **COVERAGES**, **Coverage A, Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete paragraph **(2)** of exclusion **f. Pollution**, in its entirety, and replace it with the following:

This insurance does not apply to:

(2) Any loss, cost or expense arising out of any:

(a) request, demand, order or statutory or regulatory requirement that any **Insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to or assess the effects of, **pollutants**; or

(b) Claim by or on behalf of a governmental authority for **damages** because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of, **pollutants**.

However, if liability for **damages** because of **property damage** is not excluded by paragraph **(1)** of this exclusion, then neither will paragraph **(2)(a)** above serve to exclude such **damages**.

All other terms and conditions of the Policy remain unchanged.

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

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Amendment of Insuring Agreement - Known or Continuing Injury or Damage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART (OCCURRENCE VERSION)

It is understood and agreed that:

I. under **Coverages**, **Coverage A – Bodily Injury And Property Damage Liability**, the paragraph entitled **Insuring Agreement**, subparagraphs **1.b.(3), c**. and **d.** are deleted and replaced with the following:

b. This insurance applies to **bodily injury** and **property damage** only if:

(3) with respect to **bodily injury** or **property damage** that continues, changes or resumes so as to occur during more than one **policy period**, both of the following conditions are met:

(i) prior to the **policy period**, no **authorized insured** knew that the **bodily injury** or **property damage** had occurred, in whole or in part; and

(ii) during the **policy period**, an **authorized insured** first knew that the **bodily injury** or **property damage** had occurred, in whole or in part.

For purposes of this paragraph **1.b.(3)** only, if (a) **bodily injury** or **property damage** that occurs during this **policy period** does not continue, change or resume after the termination of this **policy period**; and (b) no **authorized insured** first knows of this **bodily injury** or **property damage** until after the termination of this **policy period** then such first knowledge will be deemed to be during this **policy period**.

c. **bodily injury** or **property damage** which occurs during the **policy period** and was not, prior to the **policy period**, known to have occurred by any **authorized insured** includes any continuation, change or resumption of that **bodily injury** or **property damage** after the end of the **policy period**.

d. **Bodily injury** or **property damage** will be deemed to have been known to have occurred at the earliest time when any **authorized insured**:

(1) reports all, or any part, of the **bodily injury** or **property damage** to the insurer or any other insurer;

(2) receives a written or verbal demand, **claim** for **damages** because of the **bodily injury** or **property damage**; or

(3) becomes aware by any other means that **bodily injury** or **property damage** has occurred or has begun to occur.

II. the section entitled **DEFINITIONS** is amended to add the following definition:

Authorized insured means any **Insured** listed under paragraph **1.** of the section entitled **Who Is An Insured**, or any **employee** authorized by such an **Insured** to give or receive notice of an **occurrence** or **claim**.

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All other terms and conditions of the Policy remain unchanged.

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

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Primary and Noncontributory - Other Insurance Condition Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

It is understood and agreed that the condition entitled **Other Insurance** is amended to add the following:

Primary And Noncontributory Insurance

Notwithstanding anything to the contrary, this insurance is primary 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. the **Named Insured** has 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.

All other terms and conditions of the Policy remain unchanged.

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

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by the indemnitee at the Insurer's request will be paid as **defense costs**. Such payments will not be deemed to be **damages** for **personal and advertising injury** and will not reduce the limits of insurance.

C. This **PERSONAL AND ADVERTISING INJURY - LIMITED CONTRACTUAL LIABILITY** Provision does not apply if **Coverage B –Personal and Advertising Injury Liability** is excluded by another endorsement attached to this **Coverage Part**.

This **PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY** Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this **Coverage Part**.

22. PROPERTY DAMAGE – ELEVATORS

A. Under **COVERAGES**, **Coverage A** – **Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended such that the **Damage to Your Product** Exclusion and subparagraphs **(3)**, **(4)** and **(6)** of the **Damage to Property** Exclusion do not apply to **property damage** that results from the use of elevators.

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

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

23. RETIRED PARTNERS, MEMBERS, DIRECTORS AND EMPLOYEES

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

24. SUPPLEMENTARY PAYMENTS

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

A. Paragraph **1.b.** is amended to delete the $250 limit shown for the cost of bail bonds and replace it with a $5,000. limit; and

B. Paragraph **1.d.** is amended to delete the limit of $250 shown for daily loss of earnings and replace it with a $1,000. limit.

25. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

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

26. WAIVER OF SUBROGATION - BLANKET

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

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

1. the **Named Insured's** ongoing operations; or

2. **your work** included in the **products-completed operations hazard**.

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

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1. is in effect or becomes effective during the term of this **Coverage Part**; and

2. was executed prior to the **bodily injury**, **property damage** or **personal and advertising injury** giving rise to the **claim**.

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

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

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. Bodily injury, **property damage**, or **personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor

2. Bodily injury or **property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

B. Condition **4. Other Insurance** is amended to add the following subparagraph **4.b.(1)(c)**:

This insurance is excess over:

(c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.

C. DEFINITIONS is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and

2. the common areas and structures appurtenant to the structures in paragraph **1.** (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, **residential structure** does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. **Residential structure** also does not include hospitals or prisons.

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NOTICE OF CANCELLATION TO CERTIFICATEHOLDERS

It is understood and agreed that:

If you have agreed under written contract to provide notice of cancellation to a party to whom the Agent of Record has issued a Certificate of Insurance, and if we cancel a policy term described on that Certificate of Insurance for any reason other than nonpayment of premium, then notice of cancellation will be provided to such Certificateholders at least 30 days in advance of the date cancellation is effective.

If notice is mailed, then proof of mailing to the last known mailing address of the Certificateholder on file with the Agent of Record will be sufficient to prove notice.

Any failure by us to notify such persons or organizations will not extend or invalidate such cancellation, or impose any liability or obligation upon us or the Agent of Record.

All other terms and conditions of the policy remain unchanged.

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

Form No: CC68021A (02-2013)
Endorsement Effective Date: 01/01/2022
Named Insured: Geocon Inc.

Policy No: 6079910091
6079910088
WC6079910107

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BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that **Part One** - **Workers' Compensation Insurance G. Recovery From Others** and **Part Two** - **Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE - Refer to the Schedule of Operations

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is 3%.

All other terms and conditions of the policy remain unchanged.

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

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Placentia City Council
AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR / SUPPORT AND EMERGENCY SERVICES

DATE: JANUARY 10, 2023

SUBJECT: **ANNUAL CITY COUNCIL APPOINTMENTS TO VARIOUS INTERGOVERNMENTAL AGENCIES, ASSOCIATIONS, AND CITY SUBCOMMITTEES**

FISCAL IMPACT: NONE

SUMMARY:

City Council Members represent the City on various intergovernmental agencies, associations, and City subcommittees which consider and/or recommend policy and legislation that directly affects the City. These appointments are reviewed and modified annually following the reorganization of the City Council and/or swearing in of new Council Members. This item is being presented to give the City Council the opportunity to make annual appointments for 2023.

As a related item, former Council Member Craig S. Green served on various intergovernmental agencies, associations, and City subcommittees, including the Orange County Vector Control District (OCVCD) Board of Trustees and as a member of the City's Senior/Community Center Blue-Ribbon Committee. The OCVCD has requested, and it is Mr. Green's desire, that he continue to serve on the OCVCD Board of Trustees. Additionally, Mr. Green would like to continue serving on the Senior/Community Center Blue-Ribbon Committee. Final discretion on these appointments rest with the City Council.

Tonight's action allows the City Council to make appointments to various intergovernmental agencies, associations, and subcommittees. Additionally, this action will consider the policy question of having Mr. Green continue serving on the OCVCD Board of Trustees for calendar year 2023 as well as the City's Senior/Community Center Blue-Ribbon Committee for its duration.

RECOMMENDATION:

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

1. Review the attached list of current appointments to the various intergovernmental agencies, associations, and City subcommittees and make appointments as desired; and

2. Consider having Mr. Craig S. Green serve on the Orange County Vector Control District Board of Trustees for the 2023 calendar year; and

3. Consider having Mr. Craig S. Green serve on the City's Senior/Community Center Blue-Ribbon Committee for the duration of the Committee; and

4. Direct Staff to notify the various intergovernmental agencies, associations, and City subcommittees of the City Council appointments.

DISCUSSION:

Each year after City Council reorganization and/or swearing in of new Council Members, the Mayor and City Council must consider appointments to numerous intergovernmental agencies, associations, and City subcommittees. These agencies, associations, and subcommittees include, but are not limited to the following:

- League of California Cities Orange County Division
- Association of California Cities Orange County
- Orange County Sanitation District
- Santa Ana Flood Control Protection Agency
- Southern California Association of Governments

City Council had previously approved former Council Member Craig S. Green to serve on a two-year term for the OCVCD Board of Trustees, which expires on January 11, 2023. The Board of Trustees is comprised of 35 members, one from each Orange County's 34 cities and one representing the County at large. The stipend for serving on the OCVCD Board of Trustees is $100 per month. It is Mr. Green's desire to continue to serve on the OCVCD Board of Trustees for calendar year 2023. In addition, OCVCD submitted an official correspondence (Attachment 1) on November 30, 2022 to request that Mr. Green remain on the Board of Trustees for the 2023 term. As stated in the letter, California Health and Safety Code that governs the duties and responsibilities of vector control agencies in California, permits and encourages a member of the City Council, or a member of the public that resides within the appointing agency's jurisdiction. The City also has the distinction of determining the length of the term, either for two or four years.

Additionally, Mr. Green had previously served as a member of the City's Senior/Community Center Blue Ribbon Committee ("Blue Ribbon Committee") along with Mayor Ward Smith. On July 20, 2021 the City Council authorized the formation of the Blue Ribbon Committee to assist the City in identifying the community needs and design components for a proposed Senior/Community Center at Tri-City Park. The Blue Ribbon Committee is comprised of nine (9) members: one (1) appointed from each of the five (5) City Council districts; one (1) from the Parks, Arts and Recreation Commission; one (1) from the Senior Advisory Committee; and two (2) City Council Members. At the September 7, 2021 City Council meeting, the City Council formally appointed former Council Member Craig Green to serve on the Blue Ribbon Committee. It is Mr. Green's desire to continue to serve on the Blue Ribbon Committee for the remainder of its duration.

The Fair Political Practices Commission (FPPC) has modified its rules governing the appointment process, to account for the fact that councilmembers may be voting on an appointment that will give them additional compensation for serving on outside boards. Councilmembers may participate in the vote to appoint themselves so long as, prior to the meeting, the City has posted an updated copy of FPPC Form 806, which details current appointments and compensation. The City is in compliance with this requirement. Attached is a list of the current appointments to various agencies, associations, and subcommittees along with the stipend, if any.

Prepared by:

Carole M. Wayman
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. Correspondence from Orange County Vector Control District
2. Appointments to Various Agencies, Associations, and City Subcommittees 2022

BOARD OFFICERS FOR 2022
PRESIDENT
JAMES GOMEZ
VICE-PRESIDENT
PEGGY HUANG
SECRETARY
CRAIG GREEN

DISTRICT MANAGER
RICHARD HOWARD
CLERK OF THE BOARD
TAWNIA E. PETT

13001 GARDEN GROVE BOULEVARD
GARDEN GROVE, CA 92843-2102
PHONES: (714) 971-2421
(949) 654-2421
FAX: (714) 971-3940
ocvcd@ocvector.org
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twitter.com/ocvector

BOARD OF TRUSTEES - 2022
ALISO VIEJO
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BREA
CECILIA HUPP
BUENA PARK
SUSAN SONNE
COSTA MESA
WILLIAM TURPIT
CYPRESS
SCOTT MINIKUS
DANA POINT
RICHARD VICZOREK
FOUNTAIN VALLEY
KIM CONSTANTINE
FULLERTON
FRED JUNG
GARDEN GROVE
STEPHANIE KLOPFENSTEIN
HUNTINGTON BEACH
MIKE POSEY
IRVINE
TAMMY KIM
LA HABRA
JAMES GOMEZ
LA PALMA
DEBBIE S. BAKER
LAGUNA BEACH
SUE KEMPF
LAGUNA HILLS
ERICA PEZOLD
LAGUNA NIGUEL
RISCHI PAUL SHARMA
LAGUNA WOODS
SHARI L. HORNE
LAKE FOREST
VLADIMIR ANDERSON
LOS ALAMITOS
TANYA DOBY
MISSION VIEJO
ROBERT RUESCH
NEWPORT BEACH
JOY BRENNER
ORANGE
JONATHAN DUMITRU
PLACENTIA
CRAIG GREEN
RANCHO SANTA MARGARITA
APRIL JOSEPHSON
SAN CLEMENTE
STEVE KNOBLOCK
SAN JUAN CAPISTRANO
JOHN TAYLOR
SANTA ANA
NELIDA MENDOZA
SEAL BEACH
SANDRA MASSA-LAVITT
STANTON
GARY TAYLOR
TUSTIN
REBECCA GOMEZ
VILLA PARK
CRYSTAL MILES
WESTMINSTER
CHI CHARLIE NGUEYN
YORBA LINDA
PEGGY HUANG
COUNTY OF ORANGE
ELIZABETH
GUILLEN-MERCHANT

November 30, 2022

Honorable Mayor Rhonda Shader
City of Placentia
401 E. Chapman Avenue
Placentia, CA 92870

Dear Mayor Shader:

I am writing to you today as the President of the Board of Trustees of the Orange County Mosquito and Vector Control District. The District Board of Trustees is comprised of thirty-five members, one from each of Orange County's 34 cities and one representing the county at large.

Councilman Craig Green currently serves as the Secretary of the Board of Trustees and is in-line to be the District's next Vice President in 2023. In my opinion, Craig has been an outstanding member of the District's Board of Trustees since he was first appointed to serve in 2017. He has served in a number of leadership capacities, including Chair of the Budget and Finance Committee, as well as the Joint Committee that is exploring potential relocation efforts for our District facilities.

While Craig may be transitioning off of his role as a member of the Placentia City Council, his service to the public can continue as a member of the District's Board of Trustees. The California Health and Safety Code that governs the duties and responsibilities of vector control agencies in California permits and encourages members-at-large to sit on a Board of Trustees. Cities have the discretion of appointing a member of the city council, or a member of the public that resides within the appointing agency's jurisdiction. The city also has the distinction of determining the length of the term, either for two or four years.

Currently, the District's Board of Trustees is comprised of twenty-nine sitting council members and six at-large members.

I'd like to ask you to support Craig Green's reappointment to the Orange County Mosquito and Vector Control District Board of Trustees for the next two-or four-year period. In my opinion, Craig's past work and institutional knowledge will be a loss to the District if not reappointed.

Regards,

James Gomez, President
Orange County Vector Control District Board of Trustees
Cc: Craig Green

City of Placentia
Appointments to Various Agencies, Associations, and City Subcommittees
2022

Organization	Meeting Schedule	Meeting Location	Delegate/Alternate	City Liaison
Association of California Cities - OC www.accoc.org 714-953-1300	c/o City of Dana Point Schedule and locations to be announced	Various locations in Orange County	**Shader/Wanke**	Facilitator **Maria Perez** Administration
Citywide Fiber Optic and Smart City Ad-Hoc (Est. 10/19/2021)	TBD	TBD	**Yamaguchi/Shader**	**Luis Estevez** Public Works
Finance and Investment Committee	Meetings are held quarterly	Placentia City Hall	**Shader/Wanke/Larson** (Mayor/Mayor Pro Term/ City Treasurer)	**Jennifer Lampman** Finance Department
Financial Audit Oversight Subcommittee	Internal Committee	Placentia City Hall	**Green/Smith**	**Jennifer Lampman** Finance Department
Heritage Committee	2nd Wednesday of each month at 7:00 p.m. (except December)	Placentia City Hall	**Yamaguchi/Smith**	**Veronica Ortiz** Community Services
Historic Preservation Ad-Hoc (Est. 10/19/2021)	TBD	TBD	**Green/Smith**	**Joe Lambert** Development Services
Housing, Community, and Economic Development Ad Hoc Committee - General Plan Advisory Subcommittee	Internal Committee Meets as needed	Placentia City Hall	**Wanke/Shader**	**Joe Lambert** Development Services

Organization	Meeting Schedule	Meeting Location	Delegate/Alternate	City Liaison/Dept
League of California Cities Orange County Division www.calcities.org 714-944-4023	Statewide League Events Annual Conference	General Membership Meetings Quarterly at various locations in Orange County	**Yamaguchi/Wance**	Facilitator: **Maria Perez** Administration
County of Orange City Selection Committee https://cob.ocgov.com/boards-commissions-committees/city-selection-committee 714-834-2206	May and November	various locations in Orange County	**Shader/Wance**	Facilitator: **Maria Perez** Administration
Old Town Parking Ad-Hoc (Est. 4/20/2021)	Meetings called as needed		**Shader/Green**	**Joe Lambert** Development Services
Orange County Council of Governments www.occog.com 949-698-2856	Monthly	Orange County Council of Governments (OCCOG) 3972 Barranca Pkwy. Irvine, CA 92606	**Smith** Chosen as Alternate by Brea's Marty Simonoff	Facilitator: **Maria Perez** Administration
Orange County Sanitation District www.ocsd.com 714-593-7130 Stipend: $212.50 per mtg, Maximum of 6 meetings per month	4th Wednesday of each month at 6:00 p.m.	OCSD Administrative Offices 10844 Ellis Ave. Fountain Valley, 92708	**Wance/Smith**	Facilitator: **Maria Perez** Administration
Orange County Vector Control District - Board of Trustees www.ocvcd.org 714-971-2421 Stipend: $100 per month in lieu of travel (no meeting, no pay)	3rd Thursday of each month at 3:00 p.m.	OCVCD Office 13001 Garden Grove Blvd. Garden Grove, 92843	**Green** (2-yr term expires 01/11/2023)	Facilitator: **Maria Perez** Administration
Placentia Community Foundation	Meetings called as needed	Placentia City Hall	**Shader/Green/Larson** (Mayor/Councilmember/City Treasurer)	**Veronica Ortiz** Community Services

Organization	Meeting Schedule	Meeting Location	Delegate/Alternate	City Liaison/Dept
Placentia Disaster Council	Meets as needed	Placentia City Hall	**Shader/Smith**	**Patric Powers** Emergency & Health Services Manager
Public Safety Facility Ad-Hoc (Est. 10/20/2020)	Meetings called as needed		**Green/Smith**	**Luis Estevez** Public Works
Recreational Vehicle Par ing Ad-Hoc (Est. 7/6/2021)	Meetings called as needed		**amaguchi/Smith**	**Joe Lambert** Development Services
Santa Ana River Flood Protection Agency **www ocflood com/sarp/sarfpa** 714-647-3938	4th Thursday of odd-numbered months 4 00 p.m.	Orange County Water District 18700 Ward Street Fountain alley, 92708	**amaguchi/Shader**	Facilitator **Maria Perez** Administration
Senior/Community Center Blue Ribbon Committee	3rd Wednesday of each month 6 30 p.m.	Front Community Meeting Room	**Green/Smith**	**Karen Croc er** Community Services
Sewer Utility, Recycling and Refuse Committee	Meetings called as needed	Placentia City Hall	**amaguchi/Smith**	**Elsa Robinson** Public Works.
Southern California Association of Governments **www scag ca gov** 213-236-1800 Stipend $120 per mtg & mileage reimbursement	1st Thursday of each month 8 00 a.m. – 2 00 p.m. (depending on the particular committee)	818 W. 7th Street, 12th Floor Los Angeles,90017	**Smith/Shader**	Facilitator **Maria Perez** Administration
Southern California Association of Governments – Annual General Assembly Voting Delegates **www scag ca gov** 213-236-1800	May 5, 2022 Palm Desert, CA	W Marriott Desert Springs Resort & Spa 74-885 Country Club Drive	**Smith** 1st Alt. **Shader** 2nd Alt. **amaguchi**	Facilitator **Maria Perez** Administration

Organization	Meeting Schedule	Meeting Location	Delegate/Alternate	City Liaison/Dept
orba Linda Water District/Golden State Water Joint Water Services Committee **www ylwd com** **www gswater com** 714-701-3000 714-528-1462	Called meeting	Alternates with Placentia City Hall, LWD 1717 E. Miraloma Ave., Placentia 92870 and Golden State Water 500 Cameron St., Placentia 92870	**amaguchi/Wan e** and City Admin. **Arrula**	**Luis Estevez** Public Works