



Regular Meeting Agenda February 21, 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.



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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

Chad P. Wanke
Councilmember
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
February 21, 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.

1. Pursuant to Government Code Section 54957(b)(1):
PUBLIC EMPLOYEE PERFORMANCE EVALUATION
Title: City Administrator

2. Pursuant to Government Code Section 54956.8(d)(2)
CONFERENCE WITH LEGAL COUNSEL – Anticipated Litigation
Significant Exposure to Litigation
Christina Goddard, 801 Brooklyn Avenue, Placentia

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
February 21, 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 Charles Frost

PLEDGE OF ALLEGIANCE: Officer Larissa Perez

PRESENTATIONS:
Recognition of Eagle Scout Mitchell Di Mario

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.e.):

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 February 21, 2023**
Check Register
Fiscal Impact: \$778,607.32
Electronic Disbursement Register
Fiscal Impact: \$1,713,605.37
Recommended Action: It is recommended that the City Council:
1) Receive and file

- 1.c. **Resolution Authorizing Persons Holding Certain Designated Positions to Execute Urban Area Security Initiative Grant Documents for and on Behalf of The City of Placentia**
Fiscal Impact: None
Recommended Action: It is recommended that the City Council:
- 1) Review and adopt Resolution No. R-2023-07, a Resolution of the City Council of the City of Placentia, California, authorizing persons holding certain designated positions to execute Urban Area Security Initiative Grant documents for and on behalf of the City of Placentia; and
 - 2) Authorize the City Administrator and designated persons within the Placentia Police Department to oversee and administer the projects associated with the Anaheim/Santa Ana UASI training and funding on behalf of the City.
- 1.d. **Purchase of Evidence Storage Rolling Bins and Evidence Drying Lockers with Prop 69 Funds**
Fiscal Impact:
Expense: \$346,440.00
Revenue: \$132,000.00 Miscellaneous Grants – PROP 69 (105213-4210)
Budgeted: \$214,440.00 FY 22-23 General Fund (105213-6850)
Recommended Action: It is recommended that the City Council:
- 1) Approve the appropriation of Prop 69 funding from the County of Orange in the amount of \$132,000; and
 - 2) Adopt Resolution No. R-2023-08 adopting a budget transfer for evidence storage bins and evidence drying lockers; and
 - 3) Approve a budget amendment in the prorated amount of \$132,000 from the General Fund’s fund balance for the remainder of the fiscal year; and
 - 4) Approve the purchase of a Space Saver High Density Mobile System from McMurray Stern for an amount not-to-exceed \$314,440.00 + applicable sales tax; and
 - 5) Approve the purchase of two Drying Cabinets from SIRCHIE for an amount not-to-exceed \$32,000; and
 - 6) Authorize the City Administrator and/or his designee, to execute all the necessary documents, in a form approved by the City Attorney.
- 1.e. **Amendment No. 4 to Professional Services Agreement with CSG Consultants, Inc. for provision of building inspection, permit technician and plan check and inspection services**
Fiscal Impact:
Revenue: \$150,000 (102532-4160)
Expenses:\$150,000 (102532-6290)
Recommended Action: It is recommended that the City Council:
- 1) Approve Amendment No. 4 to the Professional Services Agreement with CSG Consultants, Inc., to provide professional services as needed related to building plan check, building inspection, building permit technician staffing, other building and planning related staffing as needed, and plan check and inspection services for a term ending June 30, 2024; and
 - 2) Approve Resolution No. R-2023-10, A Resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2022-23 in compliance with City Charter of the City of Placentia §§ 1206 and 1209 pertaining to appropriations for actual expenditures; and
 - 3) Authorize the City Administrator to approve up to two (2) additional one-year extensions pursuant to the terms of the subject Amendment No. 4 to the Professional Services Agreement with CSG; and
 - 4) Authorize the City Administrator and/or his designee to execute the necessary documents, in a form approved by the City Attorney.

2. PUBLIC HEARINGS: None

3. REGULAR AGENDA:

3.a. Additional City Council Appointments to One (1) Intergovernmental Agency and Three (3) City Subcommittees

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Appoint a member(s) to the Independent Cities Association; and
- 2) Appoint members to three (3) City subcommittees (Civic Center Joint Use Committee, Public Financing Authority of the Enhanced Infrastructure Financing District, and Navigation Center Advisory Board); and
- 3) Direct Staff to notify the Independent Cities Association and City Staff 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, March 7, 2023 at 5:30 p.m.

Adjourned in Memory of

Cecilia Bravo Delgado

Mother of Rosalina Davis, long time resident and business owner

TENTATIVE AGENDA FORECAST

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

- Update to Travel Policy
- Professional Services Agreement for architectural design services for City Hall Renovation Project
- Professional Services Agreement for Old Town Placentia Streetscape Improvement Project

CERTIFICATION OF POSTING

I, Rosanna Ramirez, Deputy City Administrator of the City of Placentia and Assistant Secretary of the Industrial Commercial Development Authority, the Successor Agency, and the Placentia Public Financing Authority hereby certify that the Agenda for the February 21, 2023 meetings of the City Council, Successor Agency, Industrial Commercial Development Authority, and the Placentia Public Financing Authority was posted on February 16, 2023.

Rosanna Ramirez
Deputy City Administrator

**City of Placentia
Check Register
For 02/21/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
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Grand Total: 778,607.32

Check Totals by ID

AP	778,607.32
EP	0.00
IP	0.00
OP	0.00

Void Total: 0.00

Check Total: 778,607.32

Fund Name

Check Totals by Fund

101-General Fund (0010)	601,044.18
117-Measure U Fund (0079)	19,535.46
205-State Gas Tax (0017)	9,142.92
208-Scssr Agncy Ret Oblg (0054)	1,457.31
225-Asset Seizure (0021)	4,156.37
227-Explorer Grant NOC (0076)	40.72
228-NOC-Public Safety Grant(0061)	88.00
231-Placentia Reg Nav Cent(0078)	5,030.25
233-Gen Plan Update Fees (0074)	12.00
234-Technology Impact Fees (0075)	7.00
243-City Quimby In Lieu Fee (0069)	3,445.94
246-TOD Traffic Impact Fees (0070)	2,880.00
248-TOD Strscape Impct Fee (0072)	723.12
265-Landscape Maintenance (0029)	14,238.41
275-Sewer Maintenance (0048)	2,963.64
280-Misc Grants Fund (0050)	18,789.39
501-Refuse Administration (0037)	653.03
601-Employee Health & Wlfre (0039)	20.00
605-Risk Management (0040)	25,618.92
701-Special Deposits (0044)	68,760.66

Check Total: 778,607.32

**1.b.
Feb 21, 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 02/15/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	ADMINSURE V004980	SEP WC CLAIMS ADMINSTRATION	404580-6025 Third Party Administration	AP013023	5,832.00	15508		00125994	02/03/2023
MW OH	ADMINSURE V004980	OCT WC CLAIMS ADMINSTRATION	404580-6025 Third Party Administration	AP013023	5,292.00	15581		00125994	02/03/2023
MW OH	ADMINSURE V004980	NOV WC CLAIMS ADMINSTRATION	404580-6025 Third Party Administration	AP013023	4,752.00	15660		00125994	02/03/2023
Check Total:					15,876.00				
MW OH	ALTA PLANNING + DESIGN V012171	OCT ENGINEERING DESIGN SVS	502003-6741 Infrastructure - Traffic	AP013023	1,920.89	00-2021-133-12	P12703	00125995	02/03/2023
MW OH	ALTA PLANNING + DESIGN V012171	OCT ENGINEERING DESIGN SVS	692003-6741 Infrastructure - Traffic	AP013023	480.22	00-2021-133-12	P12703	00125995	02/03/2023
MW OH	ALTA PLANNING + DESIGN V012171	NOV ENGINEERING DESIGN SVS	692003-6741 Infrastructure - Traffic	AP013023	703.87	00-2021-133-13	P12703	00125995	02/03/2023
MW OH	ALTA PLANNING + DESIGN V012171	NOV ENGINEERING DESIGN SVS	502003-6741 Infrastructure - Traffic	AP013023	2,815.46	00-2021-133-13	P12703	00125995	02/03/2023
MW OH	ALTA PLANNING + DESIGN V012171	DEC ENGINEERING DESIGN SVS	502003-6741 Infrastructure - Traffic	AP013023	9,047.39	00-2021-133-14	P12703	00125995	02/03/2023
MW OH	ALTA PLANNING + DESIGN V012171	DEC ENGINEERING DESIGN SVS	692003-6741 Infrastructure - Traffic	AP013023	2,261.85	00-2021-133-14	P12703	00125995	02/03/2023
Check Total:					17,229.68				
MW OH	AMAZON CAPITAL SERVICES V012336	SANITORIAL SUPPLIES	103654-6301 Special Department Expenses	AP013023	709.94	19W4-1LYG-		00125996	02/03/2023
MW OH	AMAZON CAPITAL SERVICES V012336	OFFICE SUPPLIES	103065-6315 Office Supplies	AP013023	45.58	1MX4-Q4CF-		00125996	02/03/2023
MW OH	AMAZON CAPITAL SERVICES V012336	FLOOR BOLT MATS	103658-6301 Special Department Expenses	AP013023	1,334.80	1XQ4-3KRK-		00125996	02/03/2023
Check Total:					2,090.32				
MW OH	AMERICAN OFFICE	OFFICE FUNITURE	103654-6130	AP013023	1,337.63	14097		00125997	02/03/2023

**City of Placentia
Check Register
For 02/15/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V009212		Repair & Maint/Facilities						
				Check Total:	1,337.63				
MW OH	AT & T V008736	1/15-2/14 LMD INTERNET SVS	109595-6215 Telephone/Internet	AP013023	52.79	JAN LMD 23		00125998	02/03/2023
MW OH	AT & T V008736	1/1-31 PD YARD INTERNET	109595-6215 Telephone/Internet	AP013023	33.52	JAN PD 2023		00125998	02/03/2023
MW OH	AT & T V008736	1/13-2/12 KOCH INTERNET SVS	109595-6215 Telephone/Internet	AP013023	63.49	KP JAN 23		00125998	02/03/2023
				Check Total:	149.80				
MW OH	AT&T V004144	DEC-JAN PHONE CHARGES	109595-6215 Telephone/Internet	AP013023	150.36	012423		00125999	02/03/2023
MW OH	AT&T V004144	DEC-JAN PHONE CHARGES	296561-6215 Telephone/Internet	AP013023	506.16	012423		00125999	02/03/2023
MW OH	AT&T V004144	DEC-JAN PHONE CHARGES	296561-6215 Telephone/Internet	AP013023	682.59	013123		00125999	02/03/2023
MW OH	AT&T V004144	DEC-JAN PHONE CHARGES	109595-6215 Telephone/Internet	AP013023	5,811.28	013123		00125999	02/03/2023
				Check Total:	7,150.39				
MW OH	AT&T MOBILITY V011025	12/24-1/13 PD/FD FIRSTNET	109595-6215 Telephone/Internet	AP013023	4,339.80	20724311		00126000	02/03/2023
				Check Total:	4,339.80				
MW OH	BEAR ELECTRICAL V010997	DEC ROUTINE TS MAINT	103590-6099 Professional Services	AP013023	2,762.62	17802	P12489	00126001	02/03/2023
MW OH	BEAR ELECTRICAL V010997	DEC ROUTINE TS MAINT	103590-6099 / 21009-6099 Professional Services	AP013023	219.38	17802	P12489	00126001	02/03/2023
MW OH	BEAR ELECTRICAL V010997	DEC ROUTINE TS MAINT	103590-6099 / 21010-6099 Professional Services	AP013023	108.00	17802	P12489	00126001	02/03/2023
MW OH	BEAR ELECTRICAL	DEC ROUTINE TS MAINT	103590-6099 / 21011-6099	AP013023	75.00	17802	P12489	00126001	02/03/2023

**City of Placentia
Check Register
For 02/15/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010997		Professional Services						
				Check Total:	3,165.00				
MW OH	BIG TOP RENTALS V002980	TENT RENTAL/TREE LIGHTING	104071-6099 / 79394-6099 Professional Services	AP013023	5,097.66	92244	P12743	00126002	02/03/2023
				Check Total:	5,097.66				
MW OH	CALMAT CO. V010007	ASPHALT	103652-6301 Special Department Expenses	AP013023	321.83	73524833	P12556	00126003	02/03/2023
MW OH	CALMAT CO. V010007	ASPHALT	103652-6301 Special Department Expenses	AP013023	318.78	73526274	P12556	00126003	02/03/2023
MW OH	CALMAT CO. V010007	ASPHALT	103652-6301 Special Department Expenses	AP013023	320.81	73530400	P12556	00126003	02/03/2023
MW OH	CALMAT CO. V010007	ASPHALT	103652-6301 Special Department Expenses	AP013023	326.91	73530401	P12556	00126003	02/03/2023
MW OH	CALMAT CO. V010007	ASPHALT	103652-6301 Special Department Expenses	AP013023	314.72	83532570	P12556	00126003	02/03/2023
				Check Total:	1,603.05				
MW OH	CASTAGNA AWNINGS V012421	NAV CTR AWNINGS REPLACEMENT	784070-6999 Other Expenditure	AP013023	4,980.25	110322- FINAL	P12714	00126004	02/03/2023
				Check Total:	4,980.25				
MW OH	CBE V008124	12/20-1/19 COPIER OVERAGES	109595-6175 Office Equipment Rental	AP013023	157.27	IN2583826		00126005	02/03/2023
				Check Total:	157.27				
MW OH	CCP INDUSTRIES INC V010526	PW SAFETY EQUIPMENT	103654-6301 Special Department Expenses	AP013023	49.56	IN013105794		00126006	02/03/2023
				Check Total:	49.56				
MW OH	CHARTER COMMUNICATIONS V012060	12-2/20 BWC INTERNET	109595-6215 Telephone/Internet	AP013023	799.00	11980240101212		00126007	02/03/2023

**City of Placentia
Check Register
For 02/15/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	799.00				
MW OH	CITY OF ANAHEIM V010186	12/16-1/18 ELECTRICAL COST	109595-6330 Electricity	AP013023	72.39	012523		00126008	02/03/2023
				Check Total:	72.39				
MW OH	CITY OF FULLERTON V000385	TRAFFIC SIGNAL MAINT FEE	103590-6015 Engineering Services	AP013023	2,040.50	AR223077		00126009	02/03/2023
				Check Total:	2,040.50				
MW OH	CODEKAS TOOL AND V010516	DIAGNOSTIC SCANNER AND TOOLS	103658-6301 Special Department Expenses	AP013023	2,047.26	12012263236		00126010	02/03/2023
				Check Total:	2,047.26				
MW OH	CONSULTNET GROUP INC V012422	SWITCH AND WI-FI DEVICES	795106-6850 Building & Facilities	AP013023	6,048.11	011823	P12707	00126011	02/03/2023
				Check Total:	6,048.11				
MW OH	COUNTY OF ORANGE V000715	JAN-MAR 800MHZ COSTS - FD	103066-6137 Repair Maint/Equipment	AP013023	5,988.00	SC13740	P12573	00126012	02/03/2023
MW OH	COUNTY OF ORANGE V000715	JAN-MAR 800MHZ COSTS - PD	103043-6137 Repair Maint/Equipment	AP013023	18,962.00	SC13740	P12573	00126012	02/03/2023
				Check Total:	24,950.00				
MW OH	DELL MARKETING L.P. V000301	ADOBE RENEWAL LICENSE	109595-6330 Electricity	AP013023	3,712.91	10584607744		00126013	02/03/2023
MW OH	DELL MARKETING L.P. V000301	ADOBE LICENSE ADD ON	101523-6136 Software Maintenance	AP013023	459.60	10634599102		00126013	02/03/2023
				Check Total:	4,172.51				
MW OH	DEPARTMENT OF V000184	OCT-DEC STRONG MOTION FEES	102532-4160 Building Permits	AP013023	-84.75	01262023		00126014	02/03/2023
MW OH	DEPARTMENT OF V000184	OCT-DEC STRONG MOTION FEES	0044-2035 Strong Motion Fees/Non-Res	AP013023	121.95	01262023		00126014	02/03/2023
MW OH	DEPARTMENT OF	OCT-DEC STRONG MOTION FEES	0044-2035	AP013023	0.00	01262023		00126014	02/03/2023

**City of Placentia
Check Register
For 02/15/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000184		Strong Motion Fees/Non-Res						
MW OH	DEPARTMENT OF V000184	OCT-DEC STRONG MOTION FEES	0044-2030 Strong Motion Fees/Res.	AP013023	1,564.52	01262023		00126014	02/03/2023
MW OH	DEPARTMENT OF V000184	OCT-DEC STRONG MOTION FEES	0044-2030 Strong Motion Fees/Res.	AP013023	8.50	01262023		00126014	02/03/2023
				Check Total:	1,610.22				
MW OH	DEROTIC EMERGENCY V011295	E1 BRAKE REPAIRS	103066-6134 Vehicle Repair & Maintenance	AP013023	5,593.59	SO-2716	P12742	00126015	02/03/2023
				Check Total:	5,593.59				
MW OH	FAIRWAY FORD V000376	DEC VEHICLE REBATE PROGRAM	102534-6363 Resident Vehicle Rebate Prog	AP013023	1,500.00	DECEMBER		00126016	02/03/2023
				Check Total:	1,500.00				
MW OH	FEDEX V000394	SHIPPING CHARGES	101512-6325 Postage	AP013023	94.19	8-014-27734		00126017	02/03/2023
				Check Total:	94.19				
MW OH	FIS V008518	CREDIT CARD TRANSACTION FEES	102020-6025 Third Party Administration	AP013023	2,935.23	34675661		00126018	02/03/2023
				Check Total:	2,935.23				
MW OH	FRANCHISE TAX BOARD V000404	PE 1/21 PD 1/27	0010-2196 Garnishments W/H	AP013023	228.46	PR2301002		00126019	02/03/2023
				Check Total:	228.46				
MW OH	GALLS LLC V000438	PD UNIFORMS - TERRONES	103043-6360 Uniforms	AP013023	151.47	023120331		00126020	02/03/2023
MW OH	GALLS LLC V000438	PD UNIFORMS - LEMUS	103041-6360 Uniforms	AP013023	88.36	023132040		00126020	02/03/2023
MW OH	GALLS LLC V000438	PD UNIFORMS - CREDIT	103041-6360 Uniforms	AP013023	-126.89	023134660		00126020	02/03/2023

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					Check Total:	112.94			
MW OH	GLASBY MAINT. SUPPLY COJANITORIAL SUPPLIES V000445		103654-6301 Special Department Expenses	AP013023	1,200.49	329052A		00126021	02/03/2023
MW OH	GLASBY MAINT. SUPPLY COJANITORIAL SUPPLIES V000445		103654-6301 Special Department Expenses	AP013023	560.30	329222A		00126021	02/03/2023
MW OH	GLASBY MAINT. SUPPLY COJANITORIAL SUPPLIES V000445		103654-6301 Special Department Expenses	AP013023	393.07	330414B		00126021	02/03/2023
					Check Total:	2,153.86			
MW OH	GOLDEN STATE WATER V000928	DEC-JAN WATER CHARGES	109595-6335 Water	AP013023	1,038.77	012423		00126022	02/03/2023
MW OH	GOLDEN STATE WATER V000928	DEC-JAN WATER CHARGES	296561-6335 Water	AP013023	72.27	012423		00126022	02/03/2023
MW OH	GOLDEN STATE WATER V000928	DEC-JAN WATER CHARGES	109595-6335 Water	AP013023	7,838.49	013123		00126022	02/03/2023
MW OH	GOLDEN STATE WATER V000928	DEC-JAN PHONE CHARGES	296561-6335 Water	AP013023	2,433.83	013123		00126022	02/03/2023
MW OH	GOLDEN STATE WATER V000928	OCT-NOV WATER CHARGES	109595-6335 Water	AP013023	5,741.09	120822A		00126022	02/03/2023
MW OH	GOLDEN STATE WATER V000928	OCT-NOV WATER CHARGES	109595-6335 / 21010-6335 Water	AP013023	236.30	120822A		00126022	02/03/2023
MW OH	GOLDEN STATE WATER V000928	OCT-NOV WATER CHARGES	296561-6335 Water	AP013023	960.98	120822A		00126022	02/03/2023
MW OH	GOLDEN STATE WATER V000928	NOV-DEC WATER CHARGES	296561-6335 Water	AP013023	3,452.36	121322A		00126022	02/03/2023
MW OH	GOLDEN STATE WATER V000928	NOV-DEC WATER CHARGES	109595-6335 Water	AP013023	6,293.15	121322A		00126022	02/03/2023
					Check Total:	28,067.24			
MW OH	HALO CONFIDENTIAL	JAN PD TRAINING MGMT SVS	103040-6290	AP013023	1,587.50	0207T		00126023	02/03/2023

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	V011712		Dept. Contract Services					
				Check Total:	1,587.50			
MW OH	HAZ PARTY RENTALS V000462	12/2 TENT, TABLE, CHAIRS RENT	104071-6099 / 79394-6099 Professional Services	AP013023	973.48 44396		00126024	02/03/2023
				Check Total:	973.48			
MW OH	HDL COREN & CONE V001564	JAN-MAR PROPERTY TAX MGMT SVCS	02020-6099 Professional Services	AP013023	3,728.34 SIN024935	P12542	00126025	02/03/2023
				Check Total:	3,728.34			
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	104071-6130 Repair & Maint/Facilities	AP013023	115.65 0009244004-001	P12509	00126026	02/03/2023
				Check Total:	115.65			
MW OH	JOHN HANCOCK USA-PARS V010625	PARS F/T PE 1/21 PD 1/27	0010-2131 Employer PARS/ARS Payable	AP013023	773.22 PR2301002		00126027	02/03/2023
MW OH	JOHN HANCOCK USA-PARS V010625	PARS F/T PE 1/21 PD 1/27	0010-2131 Employer PARS/ARS Payable	AP013023	898.54 PR2301002		00126027	02/03/2023
MW OH	JOHN HANCOCK USA-PARS V010625	PARS F/T PE 1/21 PD 1/27	0010-2131 Employer PARS/ARS Payable	AP013023	500.75 PR2301002		00126027	02/03/2023
MW OH	JOHN HANCOCK USA-PARS V010625	PARS F/T PE 1/21 PD 1/27	0029-2131 Employer PARS/ARS Payable	AP013023	17.77 PR2301002		00126027	02/03/2023
MW OH	JOHN HANCOCK USA-PARS V010625	PARS F/T PE 1/21 PD 1/27	0037-2131 Employer PARS/ARS Payable	AP013023	215.64 PR2301002		00126027	02/03/2023
MW OH	JOHN HANCOCK USA-PARS V010625	PARS F/T PE 1/21 PD 1/27	0037-2131 Employer PARS/ARS Payable	AP013023	75.78 PR2301002		00126027	02/03/2023
MW OH	JOHN HANCOCK USA-PARS V010625	PARS F/T PE 1/21 PD 1/27	0048-2131 Employer PARS/ARS Payable	AP013023	102.57 PR2301002		00126027	02/03/2023
MW OH	JOHN HANCOCK USA-PARS V010625	PARS F/T PE 1/21 PD 1/27	0048-2131 Employer PARS/ARS Payable	AP013023	54.13 PR2301002		00126027	02/03/2023
MW OH	JOHN HANCOCK USA-PARS V010625	PARS F/T PE 1/21 PD 1/27	0054-2131	AP013023	54.13 PR2301002		00126027	02/03/2023

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	V010625		Employer PARS/ARS Payable						
MW OH	JOHN HANCOCK USA-PARS V010625	PARS F/T PE 1/21 PD 1/27	0054-2131 Employer PARS/ARS Payable	AP013023	4.50	PR2301002		00126027	02/03/2023
Check Total:					2,697.03				
MW OH	JONES & MAYER V009822	DEC LEGAL SERVICES	101005-6005 Legal Services	AP013023	62.24	113830		00126028	02/03/2023
MW OH	JONES & MAYER V009822	DEC LITIGATION FEES	101005-6006 Litigation	AP013023	2,971.74	113835		00126028	02/03/2023
MW OH	JONES & MAYER V009822	DEC LITIGATION FEES	101005-6006 Litigation	AP013023	759.67	113836		00126028	02/03/2023
MW OH	JONES & MAYER V009822	DEC LITIGATION FEES	101005-6006 Litigation	AP013023	11,556.68	113841		00126028	02/03/2023
MW OH	JONES & MAYER V009822	DEC LITIGATION FEES	101005-6006 Litigation	AP013023	67.03	113842		00126028	02/03/2023
MW OH	JONES & MAYER V009822	DEC LEGAL SERVICES	101005-6005 Legal Services	AP013023	41.50	113845		00126028	02/03/2023
MW OH	JONES & MAYER V009822	DEC LEGAL SERVICES	101005-6005 Legal Services	AP013023	456.46	113846		00126028	02/03/2023
MW OH	JONES & MAYER V009822	DEC RETAINER	101005-6005 Legal Services	AP013023	17,028.26	113990		00126028	02/03/2023
Check Total:					32,943.58				
MW OH	KOA HILLS CONSULTING LLC V011519	09-12 CONSULTING SERVICES	796204-6840 Machinery & Equipment	AP013023	2,012.50	9607	P12541	00126029	02/03/2023
Check Total:					2,012.50				
MW OH	KOSMONT COMPANIES V006131	NOV EIFD & IFP CONSULTING SVS	109595-6999 Other Expenditure	AP013023	507.00	2207.10-004	P12609	00126030	02/03/2023
MW OH	KOSMONT COMPANIES V006131	SEP SUCCESOR AGENCY SUPPORT	547525-6099 Professional Services	AP013023	19.50	1502.9-070	P12711	00126030	02/03/2023

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MW OH	KOSMONT COMPANIES V006131	OCT SUCCESOR AGENCY SUPPORT	547525-6099 Professional Services	AP013023	845.00	1502.9-071	P12711	00126030	02/03/2023
MW OH	KOSMONT COMPANIES V006131	DEC SUCCESOR AGENCY SUPPORT	547525-6099 Professional Services	AP013023	338.00	1502.9-072	P12711	00126030	02/03/2023
Check Total:					1,709.50				
MW OH	LIEBERT CASSIDY V000597	2023 LIEBERT LIBRARY SUBS	101512-6255 Dues & Memberships	AP013023	900.00	121422		00126031	02/03/2023
Check Total:					900.00				
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS	103041-6360 Uniforms	AP013023	86.98	INV666838		00126032	02/03/2023
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS	103047-6360 Uniforms	AP013023	183.32	INV667248		00126032	02/03/2023
MW OH	LN CURTIS & SONS V011267	Uniforms	103041-6360 / 50044-6360 Uniforms	AP013023	12.49	INV667456		00126032	02/03/2023
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS	103041-6360 / 50044-6360 Uniforms	AP013023	1,044.72	INV668462		00126032	02/03/2023
Check Total:					1,327.51				
MW OH	MATTHEW BENDER & CO INC V000163	2023 CA PENALCODE BOOKS	103040-6320 Books & Periodicals	AP013023	1,085.28	35309261		00126033	02/03/2023
Check Total:					1,085.28				
MW OH	MC FADDEN-DALE V000635	FACILITY MAINT SUPPLIES	103654-6301 Special Department Expenses	AP013023	80.60	502685/5		00126034	02/03/2023
Check Total:					80.60				
MW OH	NATIONAL INTERSTATE V012463	SETTLEMENT PAYMENT	404582-6210 Liability Claims	AP013023	3,545.92	1375307		00126035	02/03/2023
Check Total:					3,545.92				
MW OH	NICKEY PETROLEUM V000696	GASOLINE	103658-6345 Gasoline & Diesel Fuel	AP013023	27,320.64	365856	P12505	00126036	02/03/2023

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				Check Total:	27,320.64				
MW OH	NV5 INC V011256	DEC ENGINEERING DESIGN SVS	105207-6850 Building & Facilities	AP013023	18,784.13	309951	P12648	00126037	02/03/2023
MW OH	NV5 INC V011256	DEC ENGINEERING DESIGN SVS	105209-6850 Building & Facilities	AP013023	18,784.12	309951	P12648	00126037	02/03/2023
				Check Total:	37,568.25				
MW OH	OC SHIRT SHOP LLC V012414	YOUTH BASKETBALL JERSEYS	104071-6301 Special Department Expenses	AP013023	588.32	3660		00126038	02/03/2023
				Check Total:	588.32				
MW OH	OFFICE INDUSTRIES V007477	PAPER	109595-6315 Office Supplies	AP013023	65.20	69804		00126039	02/03/2023
				Check Total:	65.20				
MW OH	ORANGE COUNTY V000699	OCEA PE 1/21 PD 1/27	0029-2176 PCEA/OCEA Assoc Dues	AP013023	7.51	PR2301002		00126040	02/03/2023
MW OH	ORANGE COUNTY V000699	OCEA PE 1/21 PD 1/27	0037-2176 PCEA/OCEA Assoc Dues	AP013023	1.15	PR2301002		00126040	02/03/2023
MW OH	ORANGE COUNTY V000699	OCEA PE 1/21 PD 1/27	0054-2176 PCEA/OCEA Assoc Dues	AP013023	0.35	PR2301002		00126040	02/03/2023
MW OH	ORANGE COUNTY V000699	OCEA PE 1/21 PD 1/27	0048-2176 PCEA/OCEA Assoc Dues	AP013023	14.44	PR2301002		00126040	02/03/2023
MW OH	ORANGE COUNTY V000699	OCEA PE 1/21 PD 1/27	0010-2176 PCEA/OCEA Assoc Dues	AP013023	427.00	PR2301002		00126040	02/03/2023
				Check Total:	450.45				
MW OH	ORANGE COUNTY FIRE V000704	MUTUAL AID RESPONSE FEE	103066-6301 Special Department Expenses	AP013023	2,685.28	S0417774		00126041	02/03/2023
MW OH	ORANGE COUNTY FIRE V000704	MUTUAL AID RESPONSE FEE	103066-6301 Special Department Expenses	AP013023	426.82	S0424914		00126041	02/03/2023
MW OH	ORANGE COUNTY FIRE	MUTUAL AID RESPONSE FEE	103066-6301	AP013023	173.16	S0430014		00126041	02/03/2023

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	V000704		Special Department Expenses						
MW OH	ORANGE COUNTY FIRE V000704	MUTUAL AID RESPONSE FEE	103066-6301 Special Department Expenses	AP013023	668.38	S04388794		00126041	02/03/2023
MW OH	ORANGE COUNTY FIRE V000704	MUTUAL AID RESPONSE FEE	103066-6301 Special Department Expenses	AP013023	424.46	S0453094		00126041	02/03/2023
MW OH	ORANGE COUNTY FIRE V000704	MUTUAL AID RESPONSE FEE	103066-6301 Special Department Expenses	AP013023	602.59	S0460754		00126041	02/03/2023
MW OH	ORANGE COUNTY FIRE V000704	MUTUAL AID RESPONSE FEE	103066-6301 Special Department Expenses	AP013023	3,449.57	S0469599		00126041	02/03/2023
MW OH	ORANGE COUNTY FIRE V000704	MUTUAL AID RESPONSE FEE	103066-6301 Special Department Expenses	AP013023	712.57	S0474059		00126041	02/03/2023
MW OH	ORANGE COUNTY FIRE V000704	MUTUAL AID RESPONSE FEE	103066-6301 Special Department Expenses	AP013023	936.15	S0477823		00126041	02/03/2023
Check Total:					10,078.98				
MW OH	PCEA C/O NORTH ORANGE V000679	PCEA PE 1/21 PD 1/27	0054-2176 PCEA/OCEA Assoc Dues	AP013023	0.03	PR2301002		00126042	02/03/2023
MW OH	PCEA C/O NORTH ORANGE V000679	PCEA PE 1/21 PD 1/27	0048-2176 PCEA/OCEA Assoc Dues	AP013023	1.25	PR2301002		00126042	02/03/2023
MW OH	PCEA C/O NORTH ORANGE V000679	PCEA PE 1/21 PD 1/27	0010-2176 PCEA/OCEA Assoc Dues	AP013023	36.97	PR2301002		00126042	02/03/2023
MW OH	PCEA C/O NORTH ORANGE V000679	PCEA PE 1/21 PD 1/27	0029-2176 PCEA/OCEA Assoc Dues	AP013023	0.65	PR2301002		00126042	02/03/2023
MW OH	PCEA C/O NORTH ORANGE V000679	PCEA PE 1/21 PD 1/27	0037-2176 PCEA/OCEA Assoc Dues	AP013023	0.10	PR2301002		00126042	02/03/2023
Check Total:					39.00				
MW OH	PRUDENTIAL OVERALL V000836	11/2 PW UNIFORM CLEANING SVS	103650-6360 Uniforms	AP013023	155.48	62755788	P12480	00126043	02/03/2023
MW OH	PRUDENTIAL OVERALL	1/18 PW UNIFORM CLEANING SVS	103650-6360	AP013023	153.83	62776913	P12480	00126043	02/03/2023

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	V000836		Uniforms						
				Check Total:	309.31				
MW OH	RIVERSIDE COMMUNITY V012460	HONOR GUARD TRAINING REG	213041-6250 Staff Training	AP013023	138.00	2023-382		00126044	02/03/2023
				Check Total:	138.00				
MW OH	ROGEL, DIANA V012462	DEPOSIT PERMIT REFUND	104071-4385 Facility Rental	AP013023	150.00	2003379.002		00126045	02/03/2023
				Check Total:	150.00				
MW OH	SAGECREST PLANNING V010576	ANDDOCT BLDG PLAN CHECK, INSPECT	102531-6099 Professional Services	AP013023	10,780.00	3794	P12603	00126046	02/03/2023
MW OH	SAGECREST PLANNING V010576	ANDDOCT BLDG PLAN CHECK, INSPECT	102532-6290 Dept. Contract Services	AP013023	20,100.00	3794	P12603	00126046	02/03/2023
MW OH	SAGECREST PLANNING V010576	ANDNOV BLDG PLAN CHECK, INSPECT	102531-6099 Professional Services	AP013023	10,150.00	3865	P12603	00126046	02/03/2023
MW OH	SAGECREST PLANNING V010576	ANDDEC BLDG PLAN CHECK, INSPECT	102532-6290 Dept. Contract Services	AP013023	13,800.00	3919	P12603	00126046	02/03/2023
MW OH	SAGECREST PLANNING V010576	ANDDEC BLDG PLAN CHECK, INSPECT	102531-6099 Professional Services	AP013023	6,090.00	3920	P12603	00126046	02/03/2023
MW OH	SAGECREST PLANNING V010576	ANDDEC BLDG PLAN CHECK, INSPECT	102532-6290 Dept. Contract Services	AP013023	200.00	3960	P12603	00126046	02/03/2023
				Check Total:	61,120.00				
MW OH	SAN BERNARDINO COUNTY V005772	PD SUPERVISORY TRAINING REG	213041-6250 Staff Training	AP013023	300.00	GOMEZ021323		00126047	02/03/2023
				Check Total:	300.00				
MW OH	SAXE-CLIFFORD, SUSAN V003151	PSYCH EVALUATION	103040-6099 Professional Services	AP013023	5,135.00	22-1219-3	P12752	00126048	02/03/2023
				Check Total:	5,135.00				
MW OH	SELBERT PERKINS DESIGN	DEC WAYFINDING DESIGN SVS	729201-6770	AP013023	723.12	20230036	P12539	00126049	02/03/2023

User: Gabriela Calin

Report: AP1400M <3.01>: AP: Warrant List - Machine

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	V012172		Infrastructure - Major Studies						
MW OH	SELBERT PERKINS DESIGN V012172	DEC WAYFINDING DESIGN SVS	109201-6770 Infrastructure - Major Studies	AP013023	836.88	20230036	P12539	00126049	02/03/2023
MW OH	SELBERT PERKINS DESIGN V012172	DEC WAYFINDING SESIGN SERVICE	709201-6770 Infrastructure - Major Studies	AP013023	2,880.00	20230037	P12539	00126049	02/03/2023
Check Total:					4,440.00				
MW OH	SELMAN CHEVROLET V009997	VH MAINTENANCE PARTS/LABOR	103658-6134 Vehicle Repair & Maintenance	AP013023	1,623.39	CVCS915886		00126050	02/03/2023
Check Total:					1,623.39				
MW OH	SO CAL GAS V000909	DEC-JAN GAS CHARGES	109595-6340 Natural Gas	AP013023	16.27	012423		00126051	02/03/2023
MW OH	SO CAL GAS V000909	DEC-JAN WATER CHARGES	109595-6340 Natural Gas	AP013023	2,088.22	013023		00126051	02/03/2023
Check Total:					2,104.49				
MW OH	SOUTHERN CALIFORNIA V000910	DEC-JAN ELECTRIC CHARGES	109595-6330 Electricity	AP013023	3,985.09	012423		00126052	02/03/2023
MW OH	SOUTHERN CALIFORNIA V000910	DEC-JAN ELECTRIC CHARGES	109595-6330 Electricity	AP013023	10,084.84	013023		00126052	02/03/2023
MW OH	SOUTHERN CALIFORNIA V000910	DEC-JAN ELECTRIC CHARGES	109595-6330 / 21010-6330 Electricity	AP013023	268.13	013023		00126052	02/03/2023
MW OH	SOUTHERN CALIFORNIA V000910	DEC-JAN ELECTRIC CHARGES	296561-6330 Electricity	AP013023	3.28	013023		00126052	02/03/2023
Check Total:					14,341.34				
MW OH	SPARKLETTS V000967	JAN WATER FILTRATION SYSTEM	109595-6301 Special Department Expenses	AP013023	2,879.37	4106122 011723		00126053	02/03/2023
Check Total:					2,879.37				
MW OH	TOTUM CORP V010229	DEC SIFI CONST INSPECTION SVS	103551-6099 Professional Services	AP013023	10,283.52	206013	P12466	00126054	02/03/2023

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				Check Total:	10,283.52			
MW OH	TRILLIUM CNG (1720) V007952	DEC CNG FUEL	103658-6134 Vehicle Repair & Maintenance	AP013023	70.91 2377778		00126055	02/03/2023
				Check Total:	70.91			
MW OH	UNIQUE PRINTING V010259	GANG AWARENESS CARDS	103041-6230 / 233002-6230 Printing & Binding	AP013023	46.31 44714		00126056	02/03/2023
MW OH	UNIQUE PRINTING V010259	PD UNIFORMS EMBROIDERY SVS	103041-6360 Uniforms	AP013023	904.80 44716		00126056	02/03/2023
				Check Total:	951.11			
MW OH	US BANK PARS #6746022400 V008781	PARS PE 1/21 PD 1/27	0010-2126 Employee PARS/ARS W/H	AP013023	1,544.74 PR2301002		00126057	02/03/2023
MW OH	US BANK PARS #6746022400 V008781	PARS PE 1/21 PD 1/27	0010-2131 Employer PARS/ARS Payable	AP013023	1,544.74 PR2301002		00126057	02/03/2023
				Check Total:	3,089.48			
MW OH	VERIZON WIRELESS V008735	12/21-1/20 PD DEVICES INTERNET	109595-6215 Telephone/Internet	AP013023	3,704.23 9925801281		00126058	02/03/2023
MW OH	VERIZON WIRELESS V008735	12/21-01/ 20 CA IPAD CHARGES	109595-6215 Telephone/Internet	AP013023	38.01 9925801282		00126058	02/03/2023
MW OH	VERIZON WIRELESS V008735	12/21-1/20 CS PHONE CHARGES	109595-6215 Telephone/Internet	AP013023	350.46 9925801283		00126058	02/03/2023
MW OH	VERIZON WIRELESS V008735	12/21-1/20 IPAD INTERNET SVS	109595-6215 Telephone/Internet	AP013023	220.95 9925801284		00126058	02/03/2023
				Check Total:	4,313.65			
MW OH	WELLS FARGO VENDOR FIN2/1-28 V010076	COPIER LEASE SERVICE	109595-6175 Office Equipment Rental	AP013023	219.89 5023510156		00126059	02/03/2023
				Check Total:	219.89			
MW OH	YORBA LINDA WATER V001148	DEC-JAN WATER CHARGES	109595-6335 Water	AP013023	862.85 012423		00126060	02/03/2023

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MW OH	YORBA LINDA WATER V001148	DEC-JAN WATER CHARGES	109595-6335 Water	AP013023	729.96	013023		00126060	02/03/2023
					Check Total:	1,592.81			
MW OH	YORBA LINDA WATER V006633	DEC SEWER CHARGES	484356-6297 Billing Services	AP013023	1,053.99	549761		00126061	02/03/2023
MW OH	YORBA LINDA WATER V006633	JAN SEWER CHARGES	484356-6297 Billing Services	AP013023	1,053.99	550398		00126061	02/03/2023
					Check Total:	2,107.98			
MW OH	ADMINSURE V004980	DEC WC CLAIM ADMINISTRATION	404580-6025 Third Party Administration	AP020623	4,536.00	15739		00126062	02/10/2023
					Check Total:	4,536.00			
MW OH	ALL CITY MANAGEMENT V000005	1/8-21 CROSSING GUARD SVS	103047-6290 Dept. Contract Services	AP020623	3,988.44	82788	P12461	00126063	02/10/2023
					Check Total:	3,988.44			
MW OH	ALLDATA V005990	VEHICLE DIAGNOSTIC RENEWAL	103658-6136 Software Maintenance	AP020623	1,500.00	012523		00126064	02/10/2023
					Check Total:	1,500.00			
MW OH	ALLIANCE BUSINESS V011660	FEB FD INTERNET FIBER LINES	109595-6215 Telephone/Internet	AP020623	1,387.63	2331608		00126065	02/10/2023
					Check Total:	1,387.63			
MW OH	ALTA LANGUAGE SERVICES V010194	JAN TESTS -LISTENING/SPEAKING	101512-6099 Professional Services	AP020623	165.00	IS634623		00126066	02/10/2023
					Check Total:	165.00			
MW OH	AMAZON CAPITAL SERVICES V012336	OFFICE SUPPLIES	103065-6315 Office Supplies	AP020623	120.56	1DKT-W67M-		00126067	02/10/2023
MW OH	AMAZON CAPITAL SERVICES V012336	APPLE MAGIC KEYBOARD	103066-6315 Office Supplies	AP020623	325.16	1DKT-W67M-		00126067	02/10/2023
MW OH	AMAZON CAPITAL SERVICES	WEBCAM FOR DESKTOP	103065-6315	AP020623	43.49	1YHK-H3CN-		00126067	02/10/2023

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	V012336		Office Supplies					
MW OH	AMAZON CAPITAL SERVICES - APPLE MAGIC KEYBOARD V012336		103065-6315 Office Supplies	AP020623	-325.16 1YQW-YDY3-		00126067	02/10/2023
MW OH	AMAZON CAPITAL SERVICES KEYBOARD CASE V012336		103066-6315 Office Supplies	AP020623	36.99 1YV7-JMQD-		00126067	02/10/2023
MW OH	AMAZON CAPITAL SERVICES PD STATION SUPPLIES V012336		103066-6301 Special Department Expenses	AP020623	223.68 1YV7-JMQD-		00126067	02/10/2023
					Check Total:	424.72		
MW OH	ANDREA HEINZEL V011801	PD TRAINING MEALS, MILEAGE	213041-6250 Staff Training	AP020623	238.82 HEINZEL021523		00126068	02/10/2023
					Check Total:	238.82		
MW OH	ANTHEM LIFE INSURANCE V000046	NOV-FEB LIFE INS SMITH	395083-5163 Life Insurance Premiums	AP020623	20.00 NOV 22-FEB 23		00126069	02/10/2023
					Check Total:	20.00		
MW OH	AXIS GENERAL V011183	EMERGENCY REPAIR PUMP STATION	03652-6099 Professional Services	AP020623	5,920.00 9437	P12745	00126070	02/10/2023
MW OH	AXIS GENERAL V011183	EMERGENCY REPAIR PUMP STATION	03652-6099 Professional Services	AP020623	2,891.44 9443	P12745	00126070	02/10/2023
					Check Total:	8,811.44		
MW OH	BRENNAN ESTIMATING V011259	FIRE AND SECURITY ALARM REPAIR	03654-6127 Alarm Monitoring	AP020623	534.30 9490	P12660	00126071	02/10/2023
					Check Total:	534.30		
MW OH	BUCHALTER V012337	DEC LITIGATION SERVICES	101005-6006 Litigation	AP020623	6,118.00 1183625	P12753	00126072	02/10/2023
					Check Total:	6,118.00		
MW OH	CALIFORNIA STATE V006510	NOV CSUF PD IMPOUND FEE	103047-6183 CSUF PD Reimburse Impound Fees	AP020623	336.63 22-0887		00126073	02/10/2023
MW OH	CALIFORNIA STATE	NOV CSUF PD IMPOUND FEE	103047-6183	AP020623	632.50 22-0946		00126073	02/10/2023

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	V006510		CSUF PD Reimburse Impound Fees						
				Check Total:	969.13				
MW OH	CALMAT CO. V010007	ASPHALT	103652-6301 Special Department Expenses	AP020623	36.96	585830	P12556	00126074	02/10/2023
MW OH	CALMAT CO. V010007	ASPHALT	103652-6301 Special Department Expenses	AP020623	315.73	73534501	P12556	00126074	02/10/2023
MW OH	CALMAT CO. V010007	ASPHALT	103652-6301 Special Department Expenses	AP020623	317.76	73538090	P12556	00126074	02/10/2023
MW OH	CALMAT CO. V010007	ASPHALT	103652-6301 Special Department Expenses	AP020623	315.73	73538091	P12556	00126074	02/10/2023
				Check Total:	986.18				
MW OH	CARL WARREN & CO V008011	JAN LIABILITY ADMIN SERVICE	404582-6025 Third Party Administration	AP020623	1,661.00	CWC-2028995		00126075	02/10/2023
				Check Total:	1,661.00				
MW OH	CAVENAUGH & ASSOCIATES V012231	PD DUI COURSE REGISTRATION	213041-6250 Staff Training	AP020623	620.00	MENDOZA0306		00126076	02/10/2023
				Check Total:	620.00				
MW OH	CHARTER COMMUNICATIONS V004450	\$21-2/23 EOC SPECTRUM SERVICE	109595-6215 Telephone/Internet	AP020623	689.17	0034466012623		00126077	02/10/2023
MW OH	CHARTER COMMUNICATIONS V004450	\$24-2/24 CH FIBER LINE	109595-6215 Telephone/Internet	AP020623	1,251.44	0347700012523		00126077	02/10/2023
MW OH	CHARTER COMMUNICATIONS V004450	\$25-2/24 WHITTEN CTR INTERNET	109595-6215 Telephone/Internet	AP020623	648.47	0347726012523		00126077	02/10/2023
MW OH	CHARTER COMMUNICATIONS V004450	\$26-2/25 PW INTERNET SERVICE	109595-6215 Telephone/Internet	AP020623	648.47	0347858012623		00126077	02/10/2023
MW OH	CHARTER COMMUNICATIONS V004450	\$23-2/22 NAV CTR INTERNET	109595-6215 Telephone/Internet	AP020623	226.91	0570178012323		00126077	02/10/2023
				Check Total:	3,464.46				

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MW OH	CLIFTONLARSONALLEN LL V012348	FINANCIAL AUDIT SVS	102020-6010 Accounting & Auditing Service	AP020623	6,975.00	3558257	P12629	00126078	02/10/2023
					Check Total:	6,975.00			
MW OH	COAST EMS LLC V011441	EMERGENCY MEDICAL SUPPLIES	103066-6362 Emergency Medical Supples	AP020623	283.87	12268		00126079	02/10/2023
					Check Total:	283.87			
MW OH	COUNTY OF ORANGE V008881	PD RADIO REPAIR	103041-6137 Repair Maint/Equipment	AP020623	417.00	STTM0000605		00126080	02/10/2023
					Check Total:	417.00			
MW OH	CSG CONSULTANTS INC V011609	OCT FD PLAN CHECK, INSPECT SVS	102532-6050 Fire Plan Check Services	AP020623	1,725.00	47071	P12547	00126081	02/10/2023
MW OH	CSG CONSULTANTS INC V011609	NOV FD PLAN CHECK, INSPECT SVS	102532-6050 Fire Plan Check Services	AP020623	2,587.50	47858	P12547	00126081	02/10/2023
MW OH	CSG CONSULTANTS INC V011609	DEC FD PLAN CHECK, INSPECT SVS	102532-6050 Fire Plan Check Services	AP020623	4,542.50	48459	P12547	00126081	02/10/2023
					Check Total:	8,855.00			
MW OH	DENNIS GRUBB & V012137	FD INSPECTIONS & PLAN CHECKS	103066-6290 Dept. Contract Services	AP020623	9,520.00	2910	P12571	00126082	02/10/2023
MW OH	DENNIS GRUBB & V012137	FD INSPECTIONS & PLAN CHECKS -	103066-6290 Dept. Contract Services	AP020623	9,190.00	2931	P12571	00126082	02/10/2023
MW OH	DENNIS GRUBB & V012137	FD INSPECTIONS & PLAN CHECKS	103066-6290 Dept. Contract Services	AP020623	11,420.00	2986	P12571	00126082	02/10/2023
MW OH	DENNIS GRUBB & V012137	FD INSPECTIONS & PLAN CHECKS	103066-6290 Dept. Contract Services	AP020623	11,075.00	3007	P12571	00126082	02/10/2023
					Check Total:	41,205.00			
MW OH	DEPARTMENT OF MOTOR V012158	CLEAN VEHICLE DECAL	103658-6257 Licenses & Permits	AP020623	22.00	CHEVY BOLT		00126083	02/10/2023
					Check Total:	22.00			

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MW OH	DEPARTMENT OF MOTOR V012158	CLEAN VEHICLE DECAL	103658-6257 Licenses & Permits	AP020623	22.00	CHEVY BOLT		00126084	02/10/2023
				Check Total:	22.00				
MW OH	DEPARTMENT OF MOTOR V012158	CLEAN VEHICLE DECAL	103658-6257 Licenses & Permits	AP020623	22.00	CHEVY BOLT		00126085	02/10/2023
				Check Total:	22.00				
MW OH	DEPARTMENT OF MOTOR V012158	CLEAN VEHICLE DECAL	103658-6257 Licenses & Permits	AP020623	22.00	CHEVY BOLT		00126086	02/10/2023
				Check Total:	22.00				
MW OH	DEPARTMENT OF MOTOR V012158	CLEAN VEHICLE DECAL	103658-6257 Licenses & Permits	AP020623	22.00	VW ID.4 5059		00126087	02/10/2023
				Check Total:	22.00				
MW OH	DEPARTMENT OF MOTOR V012158	CLEAN VEHICLE DECAL	103658-6257 Licenses & Permits	AP020623	22.00	VW ID.4 3714		00126088	02/10/2023
				Check Total:	22.00				
MW OH	DEPARTMENT OF MOTOR V012158	CLEAN VEHICLE DECAL	103658-6257 Licenses & Permits	AP020623	22.00	VW ID.4 2835		00126089	02/10/2023
				Check Total:	22.00				
MW OH	DEPARTMENT OF MOTOR V012158	CLEAN VEHICLE DECAL	103658-6257 Licenses & Permits	AP020623	22.00	VW ID.4 3266		00126090	02/10/2023
				Check Total:	22.00				
MW OH	DEPARTMENT OF MOTOR V012158	CLEAN VEHICLE DECAL	103658-6257 Licenses & Permits	AP020623	22.00	VW ID.4 3325		00126091	02/10/2023
				Check Total:	22.00				
MW OH	DEPARTMENT OF MOTOR V012158	CLEAN VEHICLE DECAL	103658-6257 Licenses & Permits	AP020623	22.00	CHEVY BOLT		00126092	02/10/2023
				Check Total:	22.00				

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MW OH	DEPARTMENT OF MOTOR V012158	CLEAN VEHICLE DECAL	103658-6257 Licenses & Permits	AP020623	22.00	VW ID.4 4110		00126093	02/10/2023
					Check Total:	22.00			
MW OH	DEPARTMENT OF MOTOR V012158	CLEAN VEHICLE DECAL	103658-6257 Licenses & Permits	AP020623	22.00	VW ID.4 3303		00126094	02/10/2023
					Check Total:	22.00			
MW OH	DF POLYGRAPH V012341	JAN POLYGRAPH EXAMS	103040-6099 Professional Services	AP020623	675.00	2023/1		00126095	02/10/2023
					Check Total:	675.00			
MW OH	DIAMONDS SPORTS FIELD V011978	AUG FIELD MAINTENANCE	104071-6130 Repair & Maint/Facilities	AP020623	300.00	5997	P12770	00126096	02/10/2023
MW OH	DIAMONDS SPORTS FIELD V011978	SEP FIELD MAINTENANCE	104071-6130 Repair & Maint/Facilities	AP020623	3,600.00	6024	P12770	00126096	02/10/2023
MW OH	DIAMONDS SPORTS FIELD V011978	OCT FIELD MAINTENANCE	104071-6130 Repair & Maint/Facilities	AP020623	3,000.00	6044	P12770	00126096	02/10/2023
MW OH	DIAMONDS SPORTS FIELD V011978	NOV FIELD MAINTENANCE	104071-6130 Repair & Maint/Facilities	AP020623	1,500.00	6063	P12770	00126096	02/10/2023
MW OH	DIAMONDS SPORTS FIELD V011978	DEC FIELD MAINTENANCE	104071-6130 Repair & Maint/Facilities	AP020623	750.00	6085	P12770	00126096	02/10/2023
					Check Total:	9,150.00			
MW OH	DLW CONSULTING & V011427	NOV-DEC BACKGROUND SVS	101512-6099 Professional Services	AP020623	5,625.00	PFLS 2022-07	P12744	00126097	02/10/2023
					Check Total:	5,625.00			
MW OH	DUPUY, JULIE V012314	PD TRAINING MEAL, MILEAGE	213041-6250 Staff Training	AP020623	155.66	DUPUY1302202		00126098	02/10/2023
					Check Total:	155.66			
MW OH	ECONOLITE SYSTEMS INC V000360	TRAFFIC MGMT SOFTWARE SUBSCR	103590-6365 Computer Software	AP020623	9,100.00	39603	P12724	00126099	02/10/2023

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				Check Total:	9,100.00				
MW OH	ENTENMANN-ROVIN CO V000342	RECORD SPECIALIST BADGE	103040-6299 Other Purchased Services	AP020623	84.90	0171077-IN		00126100	02/10/2023
				Check Total:	84.90				
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP020623	20.15	102-179412	P12506	00126101	02/10/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP020623	54.31	102-179800	P12506	00126101	02/10/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP020623	64.49	102-179828	P12506	00126101	02/10/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP020623	72.46	102-180132	P12506	00126101	02/10/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP020623	67.02	102-180154	P12506	00126101	02/10/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP020623	25.64	102-180552	P12506	00126101	02/10/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP020623	112.44	12-5072154	P12506	00126101	02/10/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP020623	7.10	12-5072984	P12506	00126101	02/10/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP020623	126.11	164-246473	P12506	00126101	02/10/2023
				Check Total:	549.72				
MW OH	FAIRWAY FORD V000376	EMERGENCY REPAIR FORD F-150	103658-6134 Vehicle Repair & Maintenance	AP020623	3,133.27	19545	P12759	00126102	02/10/2023
				Check Total:	3,133.27				
MW OH	FEDEX V000394	SHIPPING	102020-6325 Postage	AP020623	120.40	8-020-38238		00126103	02/10/2023

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MW OH	FEDEX V000394	SHIPPING	101511-6325 Postage	AP020623	96.98	8-020-38238		00126103	02/10/2023
MW OH	FEDEX V000394	SHIPPING	101512-6325 Postage	AP020623	65.21	8-020-38238		00126103	02/10/2023
					Check Total:	282.59			
MW OH	FIFTH AVENUE CLEANERS V010431	JAN PD DRY CLEANING	103040-6290 Dept. Contract Services	AP020623	764.31	JANUARY 23		00126104	02/10/2023
					Check Total:	764.31			
MW OH	FIREHOSEDIRECT V012266	DOUBLE JACKET FIRE HOSE	103066-6301 Special Department Expenses	AP020623	4,908.11	D3543	P12757	00126105	02/10/2023
					Check Total:	4,908.11			
MW OH	FIREMAN'S GRAPHIC'S V011955	HELMET NAME LABELS, B-2, PASSP	103066-6361 Personal Protection Equipment	AP020623	183.26	603754		00126106	02/10/2023
					Check Total:	183.26			
MW OH	FLOOD, KARI V011921	PD TRAINING MEAL, MILEAGE	213041-6250 Staff Training	AP020623	320.37	FLOOD26232102		00126107	02/10/2023
					Check Total:	320.37			
MW OH	GARY L KUSUNOKI HEARING V004347	01 HEARING EAMINER SVS	103047-6290 Dept. Contract Services	AP020623	100.00	1693		00126108	02/10/2023
					Check Total:	100.00			
MW OH	GARZA, FRANK V009321	PD TRAINING MEALS, MILEAGE	213041-6250 Staff Training	AP020623	60.16	GARZA020623M		00126109	02/10/2023
					Check Total:	60.16			
MW OH	GRIGGS, JERRY V012467	CSMFO CONFERENCE TRAVEL	102020-6245 Meetings & Conferences	AP020623	275.91	JG020623		00126110	02/10/2023
					Check Total:	275.91			
MW OH	GUARDIAN ROOFS	BLDG PERMIT REFUND	100000-4160	AP020623	173.50	B22-2551		00126111	02/10/2023

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	V010424		Building Permits						
MW OH	GUARDIAN ROOFS V010424	BLDG PERMIT REFUND	740000-4302 General Plan Update Fee	AP020623	12.00	B22-2551		00126111	02/10/2023
MW OH	GUARDIAN ROOFS V010424	BLDG PERMIT REFUND	750000-4303 Technology Fee	AP020623	7.00	B22-2551		00126111	02/10/2023
MW OH	GUARDIAN ROOFS V010424	BLDG PERMIT REFUND	0044-2030 Strong Motion Fees/Res.	AP020623	0.49	B22-2551		00126111	02/10/2023
MW OH	GUARDIAN ROOFS V010424	BLDG PERMIT REFUND	0044-2049 Health & Safety Collection	AP020623	2.50	B22-2551		00126111	02/10/2023
MW OH	GUARDIAN ROOFS V010424	BLDG PERMIT REFUND	0044-2036 CBSC State Fee	AP020623	0.50	B22-2551		00126111	02/10/2023
					Check Total:	195.99			
MW OH	HEALTHPOINTE MEDICAL V010713	JAN EMPLOYEE PHYSICALS	101512-6099 Professional Services	AP020623	2,210.00	30601-3964886		00126112	02/10/2023
					Check Total:	2,210.00			
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6130 Repair & Maint/Facilities	AP020623	1,587.12	0009299921-001 P12634		00126113	02/10/2023
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6130 Repair & Maint/Facilities	AP020623	1,171.08	0009300951-001 P12634		00126113	02/10/2023
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6130 Repair & Maint/Facilities	AP020623	577.66	0009308600-001 P12634		00126113	02/10/2023
					Check Total:	3,335.86			
MW OH	JV PLUMBING V011345	1/26 CLEARED MAINLINE PD YARD	103654-6130 Repair & Maint/Facilities	AP020623	196.75	3484		00126114	02/10/2023
					Check Total:	196.75			
MW OH	KOA HILLS CONSULTING LLC V011519	023 CONSULTING SERVICES	796204-6840 Machinery & Equipment	AP020623	175.00	9631	P12541	00126115	02/10/2023
MW OH	KOA HILLS CONSULTING LLC	017-26 CONSULTING SERVICES	796204-6840	AP020623	4,068.75	9632	P12541	00126115	02/10/2023

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	V011519		Machinery & Equipment						
				Check Total:	4,243.75				
MW OH	LEHR AUTO V009930	VEHICLE STRIP - LABOR CHARGE	103658-6301 Special Department Expenses	AP020623	630.00	S181356		00126116	02/10/2023
				Check Total:	630.00				
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS	103041-6360 / 50044-6360 Uniforms	AP020623	236.38	INV669697		00126117	02/10/2023
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - JUNG	103041-6360 Uniforms	AP020623	196.89	INV669703		00126117	02/10/2023
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - DREW	103041-6360 Uniforms	AP020623	497.97	INV669724		00126117	02/10/2023
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - CHUNG	103041-6360 Uniforms	AP020623	763.22	INV670444		00126117	02/10/2023
				Check Total:	1,694.46				
MW OH	LOS ALTOS TROPHY CO V000584	RETIREMENT PLAQUE - GREEN	104071-6301 Special Department Expenses	AP020623	148.31	91270		00126118	02/10/2023
				Check Total:	148.31				
MW OH	MAESTAS, HENRY EDDIE V012048	2/10 LET'S DANCE ENTERTAINER	104071-6299 Other Purchased Services	AP020623	200.00	133406		00126119	02/10/2023
				Check Total:	200.00				
MW OH	MAKO OVERHEAD DOOR V011736	CITY YARD GATE REPAIR	103654-6130 Repair & Maint/Facilities	AP020623	260.00	35606		00126120	02/10/2023
				Check Total:	260.00				
MW OH	MARIPOSA LANDSCAPES INCAN LANSCAPE MAINT V000647		103655-6115 Landscaping	AP020623	4,174.89	101148	P12471	00126121	02/10/2023
MW OH	MARIPOSA LANDSCAPES INCAN LANDSCAPE MAINT - LIBRARY V000647		103655-6115 / 21008-6115 Landscaping	AP020623	1,655.06	101148	P12471	00126121	02/10/2023
MW OH	MARIPOSA LANDSCAPES INCAN LANDSCAPE MAINT		173555-6115	AP020623	9,142.92	101148	P12471	00126121	02/10/2023

**City of Placentia
Check Register
For 02/15/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000647		Landscaping						
MW OH	MARIPOSA LANDSCAPES INC	CAN LANDSCAPE MAINT - LMD	296561-6115	AP020623	6,040.63	101148	P12471	00126121	02/10/2023
	V000647		Landscaping						
					Check Total:	21,013.50			
MW OH	MC FADDEN-DALE	FACILITY MAINTENANCE SUPPLIES	103654-6301	AP020623	46.49	503111/5		00126122	02/10/2023
	V000635		Special Department Expenses						
					Check Total:	46.49			
MW OH	MICHAEL BAKER	DEC SDMP CONSULTING SVS	794201-6751	AP020623	7,231.10	1169275	P12538	00126123	02/10/2023
	V010699		Infrastructure - Storm Drain						
					Check Total:	7,231.10			
MW OH	NAPA AUTO PARTS	FLEET MAINTENANCE SUPPLIES	103654-6130	AP020623	114.30	088154		00126124	02/10/2023
	V011456		Repair & Maint/Facilities						
MW OH	NAPA AUTO PARTS	FLEET MAINTENANCE SUPPLIES	103654-6130	AP020623	35.41	088700		00126124	02/10/2023
	V011456		Repair & Maint/Facilities						
					Check Total:	149.71			
MW OH	NORTH NET TRAINING	FD SWIFT WATER TRAINING	103066-6250	AP020623	1,157.54	2289		00126125	02/10/2023
	V012187		Staff Training						
					Check Total:	1,157.54			
MW OH	NOVA SECURITY SYSTEMS	PD KEY FOB REPAIR	103654-6130	AP020623	206.25	17679		00126126	02/10/2023
	V009819		Repair & Maint/Facilities						
					Check Total:	206.25			
MW OH	NV5 INC	DEC CM/CI SERVICES	103101-6750	AP020623	29,225.00	312422	P12650	00126127	02/10/2023
	V011256		Infrastructure - Sewer						
					Check Total:	29,225.00			
MW OH	OCGIA	2023 OCGIA MEMBERSHIP	103042-6255	AP020623	25.00	2023 CARAVEZ		00126128	02/10/2023
	V008130		Dues & Memberships						
MW OH	OCGIA	2023 OCGIA MEMBERSHIP	103042-6255	AP020623	25.00	2023 DAVIS		00126128	02/10/2023

City of Placentia
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For 02/15/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V008130		Dues & Memberships						
MW OH	OCGIA V008130	2023 OCGIA MEMBERSHIP	103042-6255 Dues & Memberships	AP020623	25.00	2023		00126128	02/10/2023
MW OH	OCGIA V008130	2023 OCGIA MEMBERSHIP	103042-6255 Dues & Memberships	AP020623	25.00	2023		00126128	02/10/2023
Check Total:					100.00				
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP020623	384.95	69822		00126129	02/10/2023
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP020623	240.11	B69822-1		00126129	02/10/2023
Check Total:					625.06				
MW OH	ORANGE COUNTY V011002	JAN CAPITAL FACILITIES CHARGE	0044-2037 County Sanitation Dist Fee	AP020623	62,947.20	02022023		00126130	02/10/2023
MW OH	ORANGE COUNTY V011002	JAN CAPITAL FACILITIES CHARGE	102532-4364 Sanitation Collect Fees	AP020623	-3,147.36	02022023		00126130	02/10/2023
Check Total:					59,799.84				
MW OH	ORANGE COUNTY V007306	JAN PARKING CITATIONS	0044-2038 Parking Fines	AP020623	4,015.00	013123		00126131	02/10/2023
Check Total:					4,015.00				
MW OH	PACIFIC EMBROIDERY V008348	PW STAFF SHIRTS	103654-6301 Special Department Expenses	AP020623	230.00	86989		00126132	02/10/2023
Check Total:					230.00				
MW OH	PACIFIC WEST AIR V010710	CH COOLING TOWER REPLACEMENT	103654-6130 Repair & Maint/Facilities	AP020623	27,800.00	140400	P12718	00126133	02/10/2023
Check Total:					27,800.00				
MW OH	PARKHOUSE TIRE INC V004472	TIRES	103658-6134 Vehicle Repair & Maintenance	AP020623	2,578.45	1020261022	P12758	00126134	02/10/2023
MW OH	PARKHOUSE TIRE INC	TIRES	103658-6134	AP020623	2,449.07	1020262999	P12758	00126134	02/10/2023

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For 02/15/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V004472		Vehicle Repair & Maintenance						
MW OH	PARKHOUSE TIRE INC V004472	TIRES	103658-6134 Vehicle Repair & Maintenance	AP020623	1,580.38	1020264234	P12758	00126134	02/10/2023
MW OH	PARKHOUSE TIRE INC V004472	TIRES	103658-6134 Vehicle Repair & Maintenance	AP020623	851.25	1020265364	P12758	00126134	02/10/2023
MW OH	PARKHOUSE TIRE INC V004472	TIRES	103658-6134 Vehicle Repair & Maintenance	AP020623	869.48	1020265815	P12758	00126134	02/10/2023
					Check Total:	8,328.63			
MW OH	PEREZ, LARISSA V011753	PD TRAINING MEAL, MILEAGE	213041-6250 Staff Training	AP020623	179.43	PEREZ021323		00126135	02/10/2023
					Check Total:	179.43			
MW OH	PERRY, BRIAN V002942	PD EXECUTIVE DEVELOPMENT REG	213041-6250 Staff Training	AP020623	330.00	PERRY26230210		00126136	02/10/2023
					Check Total:	330.00			
MW OH	PETE'S ROAD SERVICE INC V000767	TIRE REPAIR SERVICES	103658-6134 Vehicle Repair & Maintenance	AP020623	222.66	23-0645251-00		00126137	02/10/2023
					Check Total:	222.66			
MW OH	PLACEWORKS V012423	CHAPMAN CORRIDOR REGULATORY	509104-6017 Special Studies	AP020623	5,005.65	80803	P12708	00126138	02/10/2023
					Check Total:	5,005.65			
MW OH	PMW ASSOCIATES V005647	PD CIVILIAN MGMT SEMINAR REG	213041-6250 Staff Training	AP020623	673.00	GOMEZ051523		00126139	02/10/2023
					Check Total:	673.00			
MW OH	POWERSTRIDE BATTERY COCREDIT - RETURN V000785		103658-6134 Vehicle Repair & Maintenance	AP020623	-99.00	106833		00126140	02/10/2023
MW OH	POWERSTRIDE BATTERY COCREDIT - RETURN V000785		103658-6134 Vehicle Repair & Maintenance	AP020623	-218.99	107587		00126140	02/10/2023
MW OH	POWERSTRIDE BATTERY COCREDIT - RETURN		103658-6134	AP020623	-556.93	111068		00126140	02/10/2023

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For 02/15/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000785		Vehicle Repair & Maintenance						
MW OH	POWERSTRIDE BATTERY COBATTERY REPAIR V000785		103658-6134 Vehicle Repair & Maintenance	AP020623	694.57	C 68496		00126140	02/10/2023
MW OH	POWERSTRIDE BATTERY COBATTERY REPAIR V000785		103658-6134 Vehicle Repair & Maintenance	AP020623	107.64	C 68528		00126140	02/10/2023
MW OH	POWERSTRIDE BATTERY COBATTERY REPAIR V000785		103658-6134 Vehicle Repair & Maintenance	AP020623	792.26	C 68624		00126140	02/10/2023
MW OH	POWERSTRIDE BATTERY COBATTERY REPAIR V000785		103658-6134 Vehicle Repair & Maintenance	AP020623	232.74	C68589		00126140	02/10/2023
				Check Total:	952.29				
MW OH	PRUDENTIAL OVERALL V000836	1/25 PW UNIFORM CLEANING SVS	103650-6360 Uniforms	AP020623	149.54	62778790	P12480	00126141	02/10/2023
				Check Total:	149.54				
MW OH	PSYCHOLOGICAL V009259	JAN PRE-EMPLOYEMENT PSYCH	101512-6099 Professional Services	AP020623	440.00	526028		00126142	02/10/2023
				Check Total:	440.00				
MW OH	RBI TRAFFIC INC V010707	SEP-DEC TRAFFIC ENG SERVICE	103590-6290 Dept. Contract Services	AP020623	6,675.00	3195	P12467	00126143	02/10/2023
				Check Total:	6,675.00				
MW OH	RIO HONDO COLLEGE V001894	PD ACADEMY ENROLLMENT - EATON	213041-6250 Staff Training	AP020623	741.50	S2310-24-ZPLC		00126144	02/10/2023
				Check Total:	741.50				
MW OH	RIVERSIDE COUNTY V008065	FIREARMS/TCTL HANDGUN REG	213041-6250 Staff Training	AP020623	180.00	EILEY022323		00126145	02/10/2023
				Check Total:	180.00				
MW OH	SANTIAGO ROOFING V001614	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP020623	100.00	30-23-196		00126146	02/10/2023

City of Placentia
Check Register
For 02/15/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	100.00				
MW OH	SECO ELECTRIC & LIGHTING V010182	KOCH PARK LIGHTING REPAIR	103655-6130 Repair & Maint/Facilities	AP020623	500.00	7595		00126147	02/10/2023
				Check Total:	500.00				
MW OH	SOFTWARE ONE INC V011408	OFFICE 365 - 15 LICENSES	101523-6136 Software Maintenance	AP020623	3,432.00	US-PSI-1300273	P12756	00126148	02/10/2023
				Check Total:	3,432.00				
MW OH	SOUTHERN CALIFORNIA V009955	OCT NEWSPAPER PUBLICATIONS	101002-6225 Advertising/Promotional	AP020623	2,247.05	553968		00126149	02/10/2023
MW OH	SOUTHERN CALIFORNIA V009955	NOV NEWSPAPER PUBLICATIONS	101002-6225 Advertising/Promotional	AP020623	1,649.84	555910		00126149	02/10/2023
MW OH	SOUTHERN CALIFORNIA V009955	DEC NEWSPAPER PUBLICATIONS	101002-6225 Advertising/Promotional	AP020623	1,713.73	557843		00126149	02/10/2023
				Check Total:	5,610.62				
MW OH	SUBURBAN PROPANE V000971	PROPANE	103658-6345 Gasoline & Diesel Fuel	AP020623	30.31	295924		00126150	02/10/2023
				Check Total:	30.31				
MW OH	TEAM ONE MANAGEMENT V010070	JAN PARK JANITORIAL SVS	103655-6290 Dept. Contract Services	AP020623	5,931.25	81	P12516	00126151	02/10/2023
				Check Total:	5,931.25				
MW OH	TIAA COMMERCIAL FINANCE V010867	PRINTER MANAGEMENT SVS	109595-6137 Repair Maint/Equipment	AP020623	2,039.17	9363366	P12702	00126152	02/10/2023
				Check Total:	2,039.17				
MW OH	TOWNSEND PUBLIC AFFAIRS V004165	FEB ADVOCACY SVS	101001-6001 Management Consulting Services	AP020623	5,000.00	19504	P12495	00126153	02/10/2023
				Check Total:	5,000.00				
MW OH	TREJO, DANIELA	PD TRAINING MEAL, MILEAGE	213041-6250	AP020623	40.00	TREJO021323		00126154	02/10/2023

City of Placentia
Check Register
For 02/15/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
	V012221		Staff Training					
				Check Total:	40.00			
MW OH	TURBO DATA SYSTEMS INC V001238	JAN PARKING CITATION SVS	103047-6290 Dept. Contract Services	AP020623	1,377.95 39420		00126155	02/10/2023
				Check Total:	1,377.95			
MW OH	WADE, SAMANTHA V012212	PD TRAINING MEAL, MILEAGE	213041-6250 Staff Training	AP020623	179.43 WADE021323		00126156	02/10/2023
				Check Total:	179.43			
MW OH	WANKE, CHAD P. V007435	ICA CONFERENCE REIMBURSEMENT	01001-6245 Meetings & Conferences	AP020623	2,204.56 020723		00126157	02/10/2023
				Check Total:	2,204.56			
MW OH	WELLS FARGO VENDOR FIN V010076	2/14-3/13 COPIER LEASE	109595-6175 Office Equipment Rental	AP020623	188.36 5023682736		00126158	02/10/2023
				Check Total:	188.36			
				Type Total:	733,659.10			
				Check Total:	733,659.10			

City of Placentia
Check Register
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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	MISSION SQUARE 100091 V012393	ICMA P/E 1/21 PD 1/27	0010-2170 Deferred Comp Payable - ICMA	PY2301002	7,602.70	100091 PY001		00016853	02/03/2023
Check Total:					7,602.70				
MW OH	MISSION SQUARE 301387 V012394	P/E 1/21 PD 1/27	0010-2170 Deferred Comp Payable - ICMA	PY2301002	31,434.42	301387		00016854	02/03/2023
MW OH	MISSION SQUARE 301387 V012394	P/E 1/21 PD 1/27	0029-2170 Deferred Comp Payable - ICMA	PY2301002	60.38	301387		00016854	02/03/2023
MW OH	MISSION SQUARE 301387 V012394	P/E 1/21 PD 1/27	0054-2170 Deferred Comp Payable - ICMA	PY2301002	195.80	301387		00016854	02/03/2023
MW OH	MISSION SQUARE 301387 V012394	P/E 1/21 PD 1/27	0076-2170 Deferred Comp Payable - ICMA	PY2301002	31.60	301387		00016854	02/03/2023
MW OH	MISSION SQUARE 301387 V012394	P/E 1/21 PD 1/27	0078-2170 Deferred Comp Payable - ICMA	PY2301002	50.00	301387		00016854	02/03/2023
MW OH	MISSION SQUARE 301387 V012394	P/E 1/21 PD 1/27	0048-2170 Deferred Comp Payable - ICMA	PY2301002	683.27	301387		00016854	02/03/2023
MW OH	MISSION SQUARE 301387 V012394	P/E 1/21 PD 1/27	0037-2170 Deferred Comp Payable - ICMA	PY2301002	360.36	301387		00016854	02/03/2023
Check Total:					32,815.83				
MW OH	PLACENTIA FIREFIGHTERS V011878	PFFA P/E 1/21 PD 1/27	0010-2178 Placentia Police Assoc Dues	PY2301002	850.00	2301002		00016855	02/03/2023
Check Total:					850.00				
MW OH	PLACENTIA POLICE V000839	P/E 1/21 PD 1/27	0010-2180 Police Mgmt Assn Dues	PY2301002	665.76	2301002		00016856	02/03/2023
MW OH	PLACENTIA POLICE V000839	P/E 1/21 PD 1/27	0050-2180 Police Mgmt Assn Dues	PY2301002	0.00	2301002		00016856	02/03/2023
Check Total:					665.76				
MW OH	PLACENTIA POLICE V003519	P/E 1/21 PD 1/27	0061-2178 Placentia Police Assoc Dues	PY2301002	88.00	2301002		00016857	02/03/2023

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Check Register
For 02/15/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	PLACENTIA POLICE V003519	P/E 1/21 PD 1/27	0076-2178 Placentia Police Assoc Dues	PY2301002	9.12	2301002		00016857	02/03/2023
MW OH	PLACENTIA POLICE V003519	P/E 1/21 PD 1/27	0050-2178 Placentia Police Assoc Dues	PY2301002	0.00	2301002		00016857	02/03/2023
MW OH	PLACENTIA POLICE V003519	P/E 1/21 PD 1/27	0010-2178 Placentia Police Assoc Dues	PY2301002	2,916.81	2301002		00016857	02/03/2023
Check Total:					3,013.93				
Type Total:					44,948.22				
Check Total:					44,948.22				

City of Placentia
ACH Check Register
For 02/21/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
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Grand Total: 1,182,507.14

Check Totals by ID

AP	1,182,507.14
EP	0.00
IP	0.00
OP	0.00

Void Total: 0.00

Check Total: 1,182,507.14

Fund Name

Check Totals by Fund

101-General Fund (0010)	377,230.92
208-Scssr Agncy Ret Oblg (0054)	1,526.78
211-PEG Fund (0058)	401.96
227-Explorer Grant NOC (0076)	197.17
228-NOC-Public Safety Grant(0061)	3,862.46
231-Placentia Reg Nav Cent(0078)	530.55
240-Sewer Construction (0024)	2,306.38
265-Landscape Maintenance (0029)	1,328.39
275-Sewer Maintenance (0048)	5,712.14
501-Refuse Administration (0037)	317,231.72
601-Employee Health & Wlfre (0039)	472,178.67

Check Total: 1,182,507.14

ACH Payroll Direct Deposit for 02/10/2023: 531,098.23

Electronic Disbursement Total: 1,713,605.37

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

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	CALPERS V003986	RETIREE REPLACEMENT BENEFIT	395083-5161 Health Insurance Premiums	ACH020623	326.40	10000001703427		00126159	02/14/2023
Check Total:					326.40				
Type Total:					326.40				
Check Total:					326.40				

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	REPUBLIC WASTE SERVICES V007205	JAN REFUSE COLLECTION SVS	374386-6101 Disposal	ACH020823	312,763.62	676-005081116	P12525	00016858	02/10/2023
Check Total:					312,763.62				
MW OH	CALIFORNIA PUBLIC V006234	FEB MEDICAL INSURANCE PREMIUM	95083-5161 Health Insurance Premiums	ACH021323	1,698.54	10000001700102		00016941	02/13/2023
MW OH	CALIFORNIA PUBLIC V006234	FEB MEDICAL INSURANCE PREMIUM	95000-4715 ISF Health Ins Reimbursement	ACH021323	357.63	10000001700102		00016941	02/13/2023
MW OH	CALIFORNIA PUBLIC V006234	JAN MEDICAL INSURANCE PREMIUM	95000-4715 ISF Health Ins Reimbursement	ACH021323	185,767.71	10000001703031		00016941	02/13/2023
MW OH	CALIFORNIA PUBLIC V006234	JAN MEDICAL INSURANCE PREMIUM	95083-4715 ISF Health Ins Reimbursement	ACH021323	15,253.29	10000001703031		00016941	02/13/2023
MW OH	CALIFORNIA PUBLIC V006234	FEB MEDICAL INSURANCE PREMIUM	95083-5161 Health Insurance Premiums	ACH021323	367.52	10000001703031		00016941	02/13/2023
MW OH	CALIFORNIA PUBLIC V006234	JAN MEDICAL INSURANCE PREMIUM	95000-4715 ISF Health Ins Reimbursement	ACH021323	31,841.74	10000001703032		00016941	02/13/2023
MW OH	CALIFORNIA PUBLIC V006234	FEB MEDICAL INSURANCE PREMIUM	95000-4715 ISF Health Ins Reimbursement	ACH021323	58.22	10000001703032		00016941	02/13/2023
MW OH	CALIFORNIA PUBLIC V006234	FEB MEDICAL INSURANCE PREMIUM	95083-5161 Health Insurance Premiums	ACH021323	15,406.82	10000001705872		00016941	02/13/2023
MW OH	CALIFORNIA PUBLIC V006234	FEB MEDICAL INSURANCE PREMIUM	95083-4715 ISF Health Ins Reimbursement	ACH021323	196,985.88	10000001705872		00016941	02/13/2023
MW OH	CALIFORNIA PUBLIC V006234	FEB MEDICAL INSURANCE PREMIUM	95000-4715 ISF Health Ins Reimbursement	ACH021323	21,997.58	10000001705873		00016941	02/13/2023
Check Total:					469,734.93				
MW OH	AMERICAN FIDELITY V010011	FSA P/E 1/21 PD 1/27	0050-2188 Health Care SSA	ACH020623	0.00	2178127A		00016942	02/14/2023
MW OH	AMERICAN FIDELITY V010011	FSA P/E 1/21 PD 1/27	0054-2188 Health Care SSA	ACH020623	8.35	2178127A		00016942	02/14/2023
MW OH	AMERICAN FIDELITY	FSA P/E 1/21 PD 1/27	0048-2188	ACH020623	36.35	2178127A		00016942	02/14/2023

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
	V010011		Health Care SSA					
MW OH	AMERICAN FIDELITY V010011	FSA P/E 1/21 PD 1/27	0037-2188 Health Care SSA	ACH020623	10.57 2178127A		00016942	02/14/2023
MW OH	AMERICAN FIDELITY V010011	FSA P/E 1/21 PD 1/27	0010-2188 Health Care SSA	ACH020623	1,264.26 2178127A		00016942	02/14/2023
MW OH	AMERICAN FIDELITY V010011	FSA P/E 1/21 PD 1/27	0010-2190 Dependent Care SSA	ACH020623	630.19 2178127A		00016942	02/14/2023
MW OH	AMERICAN FIDELITY V010011	FSA P/E 1/21 PD 1/27	0048-2190 Dependent Care SSA	ACH020623	4.17 2178127A		00016942	02/14/2023
MW OH	AMERICAN FIDELITY V010011	FSA P/E 1/21 PD 1/27	0054-2190 Dependent Care SSA	ACH020623	15.63 2178127A		00016942	02/14/2023
MW OH	AMERICAN FIDELITY V010011	PR # 1, PR # 2	0076-2155 Per Sec Plan - Opt. Life	ACH020623	0.86 D546828		00016942	02/14/2023
MW OH	AMERICAN FIDELITY V010011	PR # 1, PR # 2	0010-2155 Per Sec Plan - Opt. Life	ACH020623	2,898.48 D546828		00016942	02/14/2023
MW OH	AMERICAN FIDELITY V010011	PR # 1, PR # 2	0010-2155 Per Sec Plan - Opt. Life	ACH020623	0.00 D546828		00016942	02/14/2023
MW OH	AMERICAN FIDELITY V010011	PR # 1, PR # 2	0021-2155 Per Sec Plan - Opt. Life	ACH020623	0.00 D546828		00016942	02/14/2023
MW OH	AMERICAN FIDELITY V010011	PR # 1, PR # 2	0037-2155 Per Sec Plan - Opt. Life	ACH020623	18.00 D546828		00016942	02/14/2023
MW OH	AMERICAN FIDELITY V010011	PR # 1, PR # 2	0029-2155 Per Sec Plan - Opt. Life	ACH020623	49.34 D546828		00016942	02/14/2023
MW OH	AMERICAN FIDELITY V010011	PR # 1, PR # 2	0061-2155 Per Sec Plan - Opt. Life	ACH020623	0.00 D546828		00016942	02/14/2023
MW OH	AMERICAN FIDELITY V010011	PR # 1, PR # 2	0062-2155 Per Sec Plan - Opt. Life	ACH020623	0.00 D546828		00016942	02/14/2023
MW OH	AMERICAN FIDELITY V010011	PR # 1, PR # 2	0048-2155 Per Sec Plan - Opt. Life	ACH020623	113.10 D546828		00016942	02/14/2023

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MW OH	AMERICAN FIDELITY V010011	PR # 1, PR # 2	0054-2155 Per Sec Plan - Opt. Life	ACH020623	10.26	D546828		00016942	02/14/2023
MW OH	AMERICAN FIDELITY V010011	PR # 1, PR # 2	0050-2155 Per Sec Plan - Opt. Life	ACH020623	0.00	D546828		00016942	02/14/2023
MW OH	AMERICAN FIDELITY V010011	PR # 1, PR # 2	395000-2187 Voluntary Plan Life	ACH020623	2,117.34	D546828		00016942	02/14/2023
Check Total:					7,176.90				
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 1/7 PD 1/13	0048-2195 PERS Uniform	ACH020623	0.62	PR2301001		00016943	02/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 1/7 PD 1/13	0050-2195 PERS Uniform	ACH020623	0.00	PR2301001		00016943	02/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 1/7 PD 1/13	0050-2150 Survivor Benefit Package	ACH020623	0.00	PR2301001		00016943	02/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 1/7 PD 1/13	0058-2150 Survivor Benefit Package	ACH020623	0.93	PR2301001		00016943	02/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 1/7 PD 1/13	0037-2150 Survivor Benefit Package	ACH020623	2.09	PR2301001		00016943	02/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 1/7 PD 1/13	0029-2150 Survivor Benefit Package	ACH020623	1.23	PR2301001		00016943	02/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 1/7 PD 1/13	0061-2150 Survivor Benefit Package	ACH020623	0.93	PR2301001		00016943	02/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 1/7 PD 1/13	0024-2150 Survivor Benefit Package	ACH020623	0.93	PR2301001		00016943	02/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 1/7 PD 1/13	0021-2150 Survivor Benefit Package	ACH020623	0.00	PR2301001		00016943	02/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 1/7 PD 1/13	0010-2150 Survivor Benefit Package	ACH020623	140.69	PR2301001		00016943	02/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 1/7 PD 1/13	0021-2195 PERS Uniform	ACH020623	0.00	PR2301001		00016943	02/14/2023

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MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 1/7 PD 1/13	0061-2195 PERS Uniform	ACH020623	1.04	PR2301001		00016943	02/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 1/7 PD 1/13	0010-2195 PERS Uniform	ACH020623	25.04	PR2301001		00016943	02/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 1/7 PD 1/13	0029-2195 PERS Uniform	ACH020623	0.12	PR2301001		00016943	02/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 1/7 PD 1/13	0054-2140 Employee PERS W/H	ACH020623	421.49	PR2301001		00016943	02/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 1/7 PD 1/13	0054-2140 Employee PERS W/H	ACH020623	0.00	PR2301001		00016943	02/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 1/7 PD 1/13	0048-2140 Employee PERS W/H	ACH020623	1,769.37	PR2301001		00016943	02/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 1/7 PD 1/13	0048-2140 Employee PERS W/H	ACH020623	0.00	PR2301001		00016943	02/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 1/7 PD 1/13	0050-2140 Employee PERS W/H	ACH020623	0.00	PR2301001		00016943	02/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 1/7 PD 1/13	0050-2140 Employee PERS W/H	ACH020623	0.00	PR2301001		00016943	02/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 1/7 PD 1/13	0058-2140 Employee PERS W/H	ACH020623	401.03	PR2301001		00016943	02/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 1/7 PD 1/13	0029-2140 Employee PERS W/H	ACH020623	468.03	PR2301001		00016943	02/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 1/7 PD 1/13	0029-2140 Employee PERS W/H	ACH020623	0.00	PR2301001		00016943	02/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 1/7 PD 1/13	0061-2140 Employee PERS W/H	ACH020623	1,490.65	PR2301001		00016943	02/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 1/7 PD 1/13	0037-2140 Employee PERS W/H	ACH020623	1,275.46	PR2301001		00016943	02/14/2023
MW OH	CALIFORNIA PUBLIC	PERS P/E 1/7 PD 1/13	0037-2140	ACH020623	0.00	PR2301001		00016943	02/14/2023

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	V010053		Employee PERS W/H						
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 1/7 PD 1/13	0010-2140 Employee PERS W/H	ACH020623	106,729.15	PR2301001		00016943	02/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 1/7 PD 1/13	0010-2145 Employee PERS Payback W/H	ACH020623	220.71	PR2301001		00016943	02/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 1/7 PD 1/13	0029-2145 Employee PERS Payback W/H	ACH020623	2.59	PR2301001		00016943	02/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 1/7 PD 1/13	0037-2145 Employee PERS Payback W/H	ACH020623	18.11	PR2301001		00016943	02/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 1/7 PD 1/13	0048-2145 Employee PERS Payback W/H	ACH020623	4.40	PR2301001		00016943	02/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 1/7 PD 1/13	0054-2145 Employee PERS Payback W/H	ACH020623	12.94	PR2301001		00016943	02/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 1/7 PD 1/13	0024-2140 Employee PERS W/H	ACH020623	792.67	PR2301001		00016943	02/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 1/7 PD 1/13	0054-2150 Survivor Benefit Package	ACH020623	0.48	PR2301001		00016943	02/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 1/7 PD 1/13	0048-2150 Survivor Benefit Package	ACH020623	3.01	PR2301001		00016943	02/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 1/21 PD 1/27	0050-2150 Survivor Benefit Package	ACH020623	0.00	PR2301002		00016943	02/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 1/21 PD 1/27	0010-2140 Employee PERS W/H	ACH020623	108,323.13	PR2301002		00016943	02/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 1/21 PD 1/27	0054-2145 Employee PERS Payback W/H	ACH020623	12.94	PR2301002		00016943	02/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 1/21 PD 1/27	0054-2150 Survivor Benefit Package	ACH020623	0.48	PR2301002		00016943	02/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 1/21 PD 1/27	0010-2145 Employee PERS Payback W/H	ACH020623	220.71	PR2301002		00016943	02/14/2023

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MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 1/21 PD 1/27	0029-2145 Employee PERS Payback W/H	ACH020623	2.59	PR2301002		00016943	02/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 1/21 PD 1/27	0048-2145 Employee PERS Payback W/H	ACH020623	4.40	PR2301002		00016943	02/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 1/21 PD 1/27	0037-2145 Employee PERS Payback W/H	ACH020623	18.11	PR2301002		00016943	02/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 1/21 PD 1/27	0024-2140 Employee PERS W/H	ACH020623	792.67	PR2301002		00016943	02/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 1/21 PD 1/27	0058-2140 Employee PERS W/H	ACH020623	0.00	PR2301002		00016943	02/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 1/21 PD 1/27	0037-2140 Employee PERS W/H	ACH020623	1,276.32	PR2301002		00016943	02/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 1/21 PD 1/27	0037-2140 Employee PERS W/H	ACH020623	0.00	PR2301002		00016943	02/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 1/21 PD 1/27	0048-2140 Employee PERS W/H	ACH020623	1,766.10	PR2301002		00016943	02/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 1/21 PD 1/27	0048-2140 Employee PERS W/H	ACH020623	0.00	PR2301002		00016943	02/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 1/21 PD 1/27	0029-2140 Employee PERS W/H	ACH020623	442.74	PR2301002		00016943	02/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 1/21 PD 1/27	0029-2140 Employee PERS W/H	ACH020623	0.00	PR2301002		00016943	02/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 1/21 PD 1/27	0061-2140 Employee PERS W/H	ACH020623	1,490.65	PR2301002		00016943	02/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 1/21 PD 1/27	0078-2140 Employee PERS W/H	ACH020623	322.00	PR2301002		00016943	02/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 1/21 PD 1/27	0078-2140 Employee PERS W/H	ACH020623	0.46	PR2301002		00016943	02/14/2023
MW OH	CALIFORNIA PUBLIC	PERS P/E 1/21 PD 1/27	0076-2140	ACH020623	0.00	PR2301002		00016943	02/14/2023

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	V010053		Employee PERS W/H						
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 1/21 PD 1/27	0076-2140 Employee PERS W/H	ACH020623	62.73	PR2301002		00016943	02/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 1/21 PD 1/27	0054-2140 Employee PERS W/H	ACH020623	0.00	PR2301002		00016943	02/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 1/21 PD 1/27	0054-2140 Employee PERS W/H	ACH020623	422.12	PR2301002		00016943	02/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 1/21 PD 1/27	0050-2140 Employee PERS W/H	ACH020623	0.00	PR2301002		00016943	02/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 1/21 PD 1/27	0050-2140 Employee PERS W/H	ACH020623	0.00	PR2301002		00016943	02/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 1/21 PD 1/27	0048-2195 PERS Uniform	ACH020623	0.60	PR2301002		00016943	02/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 1/21 PD 1/27	0010-2195 PERS Uniform	ACH020623	25.18	PR2301002		00016943	02/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 1/21 PD 1/27	0061-2195 PERS Uniform	ACH020623	1.04	PR2301002		00016943	02/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 1/21 PD 1/27	0021-2195 PERS Uniform	ACH020623	0.00	PR2301002		00016943	02/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 1/21 PD 1/27	0029-2195 PERS Uniform	ACH020623	0.00	PR2301002		00016943	02/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 1/21 PD 1/27	0076-2150 Survivor Benefit Package	ACH020623	0.11	PR2301002		00016943	02/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 1/21 PD 1/27	0010-2150 Survivor Benefit Package	ACH020623	136.00	PR2301002		00016943	02/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 1/21 PD 1/27	0021-2150 Survivor Benefit Package	ACH020623	0.00	PR2301002		00016943	02/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 1/21 PD 1/27	0062-2150 Survivor Benefit Package	ACH020623	0.00	PR2301002		00016943	02/14/2023

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MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 1/21 PD 1/27	0073-2150 Survivor Benefit Package	ACH020623	0.00	PR2301002		00016943	02/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 1/21 PD 1/27	0024-2150 Survivor Benefit Package	ACH020623	0.93	PR2301002		00016943	02/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 1/21 PD 1/27	0037-2150 Survivor Benefit Package	ACH020623	2.09	PR2301002		00016943	02/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 1/21 PD 1/27	0048-2150 Survivor Benefit Package	ACH020623	2.99	PR2301002		00016943	02/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 1/21 PD 1/27	0029-2150 Survivor Benefit Package	ACH020623	1.09	PR2301002		00016943	02/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 1/21 PD 1/27	0058-2150 Survivor Benefit Package	ACH020623	0.00	PR2301002		00016943	02/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 1/21 PD 1/27	0061-2150 Survivor Benefit Package	ACH020623	0.93	PR2301002		00016943	02/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 1/21 PD 1/27	0050-2195 PERS Uniform	ACH020623	0.00	PR2301002		00016943	02/14/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS P/E 1/21 PD 1/27	0073-2195 PERS Uniform	ACH020623	0.00	PR2301002		00016943	02/14/2023
Check Total:					229,112.82				
MW OH	CALIFORNIA STATE V004813	P/E 1/21 PD 1/27	0048-2196 Garnishments W/H	ACH020623	46.15	2301002		00016944	02/14/2023
MW OH	CALIFORNIA STATE V004813	P/E 1/21 PD 1/27	0029-2196 Garnishments W/H	ACH020623	9.23	2301002		00016944	02/14/2023
MW OH	CALIFORNIA STATE V004813	P/E 1/21 PD 1/27	0037-2196 Garnishments W/H	ACH020623	69.23	2301002		00016944	02/14/2023
MW OH	CALIFORNIA STATE V004813	P/E 1/21 PD 1/27	0010-2196 Garnishments W/H	ACH020623	2,196.90	2301002		00016944	02/14/2023
Check Total:					2,321.51				
MW OH	EMPLOYMENT	P/E 1/21 PD 1/27	0010-2135	ACH020623	29,994.51	2301002		00016945	02/14/2023

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	V010052		Calif Income Tax W/H						
MW OH	EMPLOYMENT V010052	P/E 1/21 PD 1/27	0029-2135 Calif Income Tax W/H	ACH020623	86.30	2301002		00016945	02/14/2023
MW OH	EMPLOYMENT V010052	P/E 1/21 PD 1/27	0048-2135 Calif Income Tax W/H	ACH020623	475.42	2301002		00016945	02/14/2023
MW OH	EMPLOYMENT V010052	P/E 1/21 PD 1/27	0037-2135 Calif Income Tax W/H	ACH020623	450.27	2301002		00016945	02/14/2023
MW OH	EMPLOYMENT V010052	P/E 1/21 PD 1/27	0024-2135 Calif Income Tax W/H	ACH020623	191.42	2301002		00016945	02/14/2023
MW OH	EMPLOYMENT V010052	P/E 1/21 PD 1/27	0078-2135 Calif Income Tax W/H	ACH020623	54.43	2301002		00016945	02/14/2023
MW OH	EMPLOYMENT V010052	P/E 1/21 PD 1/27	0061-2135 Calif Income Tax W/H	ACH020623	312.37	2301002		00016945	02/14/2023
MW OH	EMPLOYMENT V010052	P/E 1/21 PD 1/27	0054-2135 Calif Income Tax W/H	ACH020623	152.64	2301002		00016945	02/14/2023
MW OH	EMPLOYMENT V010052	P/E 1/21 PD 1/27	0076-2135 Calif Income Tax W/H	ACH020623	36.79	2301002		00016945	02/14/2023
Check Total:					31,754.15				
MW OH	INTERNAL REVENUE V010054	Q4 2022 941 SVS AWARD, XGTL	101512-5135 Medicare	ACH020623	94.36	2201999		00016946	02/14/2023
MW OH	INTERNAL REVENUE V010054	Q4 2022 941 SVS AWARD	102020-5135 Medicare	ACH020623	8.72	2201999		00016946	02/14/2023
MW OH	INTERNAL REVENUE V010054	Q4 2022 941 SVS AWARD	102531-5135 Medicare	ACH020623	4.36	2201999		00016946	02/14/2023
MW OH	INTERNAL REVENUE V010054	Q4 2022 941 SVS AWARD	103041-5135 Medicare	ACH020623	30.46	2201999		00016946	02/14/2023
MW OH	INTERNAL REVENUE V010054	Q4 2022 941 SVS AWARD	103042-5135 Medicare	ACH020623	8.72	2201999		00016946	02/14/2023
MW OH	INTERNAL REVENUE	Q4 2022 941 SVS AWARD	103551-5135	ACH020623	4.36	2201999		00016946	02/14/2023

User: Gabriela Calin

Report: AP1400M <3.01>: AP: Warrant List - Machine

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	V010054		Medicare						
MW OH	INTERNAL REVENUE V010054	Q4 2022 941 SVS AWARD	103650-5135 Medicare	ACH020623	17.40	2201999		00016946	02/14/2023
MW OH	INTERNAL REVENUE V010054	Q4 2022 941 SVS AWARD	103652-5135 Medicare	ACH020623	11.60	2201999		00016946	02/14/2023
MW OH	INTERNAL REVENUE V010054	Q4 2022 941 SVS AWARD	103654-5135 Medicare	ACH020623	8.72	2201999		00016946	02/14/2023
MW OH	INTERNAL REVENUE V010054	Q4 2022 941 SVS AWARD	104071-5135 Medicare	ACH020623	4.36	2201999		00016946	02/14/2023
MW OH	INTERNAL REVENUE V010054	Q4 2022 941 SVS AWARD	104072-5135 Medicare	ACH020623	4.36	2201999		00016946	02/14/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS P/E 1/21 PD 1/27	0010-2110 Federal Income Tax W/H	ACH020623	71,015.79	2301002		00016946	02/14/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS P/E 1/21 PD 1/27	0029-2110 Federal Income Tax W/H	ACH020623	179.85	2301002		00016946	02/14/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS P/E 1/21 PD 1/27	0024-2110 Federal Income Tax W/H	ACH020623	384.06	2301002		00016946	02/14/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS P/E 1/21 PD 1/27	0037-2110 Federal Income Tax W/H	ACH020623	1,066.15	2301002		00016946	02/14/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS P/E 1/21 PD 1/27	0048-2110 Federal Income Tax W/H	ACH020623	1,128.02	2301002		00016946	02/14/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS P/E 1/21 PD 1/27	0054-2110 Federal Income Tax W/H	ACH020623	378.89	2301002		00016946	02/14/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS P/E 1/21 PD 1/27	0061-2110 Federal Income Tax W/H	ACH020623	419.35	2301002		00016946	02/14/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS P/E 1/21 PD 1/27	0078-2110 Federal Income Tax W/H	ACH020623	113.00	2301002		00016946	02/14/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS P/E 1/21 PD 1/27	0076-2110 Federal Income Tax W/H	ACH020623	78.40	2301002		00016946	02/14/2023

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For 02/15/2023**

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 1/21 PD 1/27	0076-2115 Employee Medicare W/H	ACH020623	9.14	2301002		00016946	02/14/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS P/E 1/21 PD 1/27	0078-2115 Employee Medicare W/H	ACH020623	20.33	2301002		00016946	02/14/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS P/E 1/21 PD 1/27	0061-2115 Employee Medicare W/H	ACH020623	72.75	2301002		00016946	02/14/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS P/E 1/21 PD 1/27	0058-2115 Employee Medicare W/H	ACH020623	0.00	2301002		00016946	02/14/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS P/E 1/21 PD 1/27	0054-2115 Employee Medicare W/H	ACH020623	45.28	2301002		00016946	02/14/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS P/E 1/21 PD 1/27	0048-2115 Employee Medicare W/H	ACH020623	178.72	2301002		00016946	02/14/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS P/E 1/21 PD 1/27	0037-2115 Employee Medicare W/H	ACH020623	130.85	2301002		00016946	02/14/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS P/E 1/21 PD 1/27	0024-2115 Employee Medicare W/H	ACH020623	71.85	2301002		00016946	02/14/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS P/E 1/21 PD 1/27	0029-2115 Employee Medicare W/H	ACH020623	42.64	2301002		00016946	02/14/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS P/E 1/21 PD 1/27	0010-2115 Employee Medicare W/H	ACH020623	10,654.40	2301002		00016946	02/14/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS P/E 1/21 PD 1/27	0010-2120 Employer Medicare Payable	ACH020623	10,654.40	2301002		00016946	02/14/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS P/E 1/21 PD 1/27	0029-2120 Employer Medicare Payable	ACH020623	42.64	2301002		00016946	02/14/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS P/E 1/21 PD 1/27	0024-2120 Employer Medicare Payable	ACH020623	71.85	2301002		00016946	02/14/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS P/E 1/21 PD 1/27	0037-2120 Employer Medicare Payable	ACH020623	130.85	2301002		00016946	02/14/2023
MW OH	INTERNAL REVENUE	FED/MED/SS P/E 1/21 PD 1/27	0048-2120	ACH020623	178.72	2301002		00016946	02/14/2023

**City of Placentia
Check Register
For 02/15/2023**

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 1/21 PD 1/27	0054-2120 Employer Medicare Payable	ACH020623	45.28	2301002		00016946	02/14/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS P/E 1/21 PD 1/27	0058-2120 Employer Medicare Payable	ACH020623	0.00	2301002		00016946	02/14/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS P/E 1/21 PD 1/27	0061-2120 Employer Medicare Payable	ACH020623	72.75	2301002		00016946	02/14/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS P/E 1/21 PD 1/27	0078-2120 Employer Medicare Payable	ACH020623	20.33	2301002		00016946	02/14/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS P/E 1/21 PD 1/27	0076-2120 Employer Medicare Payable	ACH020623	9.14	2301002		00016946	02/14/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS P/E 1/21 PD 1/27	0010-2125 Employee Social Sec W/H	ACH020623	0.00	2301002		00016946	02/14/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS P/E 1/21 PD 1/27	0010-2130 Employer Soc Sec Payable	ACH020623	0.00	2301002		00016946	02/14/2023
Check Total:					97,412.85				
MW OH	CALIFORNIA PUBLIC V006234	MAR FIRE UAL PAYMENT	105525-6906 CalPERS-Fire Term. Principal	ACH020623	30,355.07	MARCH 2023		00016947	02/14/2023
MW OH	CALIFORNIA PUBLIC V006234	MAR FIRE UAL INTEREST	105525-6916 CalPERS-Fire Term Interest	ACH020623	1,308.89	MARCH 2023		00016947	02/14/2023
Check Total:					31,663.96				
MW OH	WASHINGTON STATE V011597	P/E 1/21 PD 1/27	0010-2196 Garnishments W/H	ACH020623	240.00	2301002		00016948	02/14/2023
Check Total:					240.00				
Type Total:					1,182,180.74				
Check Total:					1,182,180.74				



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: CHIEF OF POLICE

DATE: FEBRUARY 21, 2023

SUBJECT: **RESOLUTION AUTHORIZING PERSONS HOLDING CERTAIN DESIGNATED POSITIONS TO EXECUTE URBAN AREA SECURITY INITIATIVE GRANT DOCUMENTS FOR AND ON BEHALF OF THE CITY OF PLACENTIA**

FISCAL
IMPACT: NONE

SUMMARY:

Whereas, the City of Placentia ("City") regularly accesses funding and training assistance from the Anaheim/Santa Ana Urban Areas Security Initiative (UASI), which serves as a pass-through from the Department of Homeland Security, an Authorized Agent Resolution is required to access grant funding and training opportunities management by the grant recipients. The Authorized Agent Resolution shall designate persons in certain positions to execute documents for and on behalf of the City.

This resolution is to designate the positions which will be authorized to execute documents on behalf of the City. Persons in the designated positions will be authorized to execute all documents that are associated with the administration of grants and training opportunities awarded to the City or to apply for grants or grant-related activities available to the City's public safety entities.

RECOMMENDATION:

It is recommended that City Council take the following action:

1. Review and adopt Resolution No. R-2023-07, a Resolution of the City Council of the City of Placentia, California, authorizing persons holding certain designated positions to execute urban Area Security Initiative Grant documents for and on behalf of the City of Placentia; and
2. Authorize the City Administrator and designated persons within the Placentia Police Department to oversee and administer the projects associated with the Anaheim/Santa Ana UASI training and funding on behalf of the City.

1.c.
Feb 21, 2023

STRATEGIC PLAN STATEMENT:

This item is consistent with the City Council approved 5-Year Strategic Goal #1 Ensure Long-Term Fiscal Sustainability, under Objective #1.2, which is to Continue efforts to seek and obtain new sources of state and federal grants.

DISCUSSION:

The City has previously applied for and accessed training and funding opportunities through the Anaheim/Santa Ana Urban Area Security Initiative Working Group. The proposed Resolution shall delegate signatory authorities to persons holding the positions hereby designated to manage documents and activities associated with the UASI Grant on behalf of the City.

Submitted by:



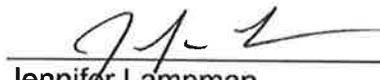
Teri Knutson
Management Analyst

Reviewed and approved:



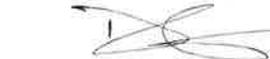
Brad Butts
Chief of Police

Reviewed and approved:



Jennifer Lampman
Finance Director

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Anaheim/Santa Ana Urban Area Security Initiative Agreement
2. Resolution R-2023-07 – UASI Authorization

AGREEMENT

SUB-RECIPIENT: CITY OF PLACENTIA

City Contract Number _____

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Exhibit A	CalOES FY2021 Grant Assurances
Exhibit B	Certification Regarding Debarment, Suspension and Other Responsibility Matters
Exhibit C	Certification Regarding Lobbying

Agreement Number: _____

AGREEMENT FOR TRANSFER OR PURCHASE OF EQUIPMENT/SERVICES OR
FOR REIMBURSEMENT OF TRAINING COSTS
FOR FY2021 URBAN AREAS SECURITY INITIATIVE (UASI)

BETWEEN
THE CITY OF SANTA ANA
AND CITY OF PLACENTIA

THIS AGREEMENT is made and entered into this ___ day of _____ 20___, by and between the CITY OF CITY OF SANTA ANA, a municipal corporation (the "CITY"), and CITY OF PLACENTIA (the "SUB-RECIPIENT" or "Contractor").

WITNESSETH

WHEREAS, CITY, acting through the Santa Ana Police Department in its capacity as a Core City for the Anaheim/Santa Ana Urban Area under the FY2021 Urban Areas Security Initiative, has applied for, received and accepted a grant entitled "FY 2021 Urban Areas Security Initiative" from the federal Department Of Homeland Security(DHS) Federal Emergency Management Agency (FEMA), through the State of California Governor's Office of Emergency Services (CalOES), to enhance countywide emergency preparedness (the "grant"), as set forth in the grant guidelines and assurances that are incorporated to this Agreement by reference and located at:

U.S. Department of Homeland Security "Fiscal Year 2021 Homeland Security Grant Program (HSGP) Notice of Funding Opportunity (NOFO)"
https://www.fema.gov/sites/default/files/documents/FEMA_FY2021-HSGP-NOFO_02-19-21.pdf

California Office of Emergency Services "FY2021 Homeland Security Grant Program: California Supplement to Federal Program Guidance and Application Kit"
<https://www.caloes.ca.gov/wp-content/uploads/Grants/Documents/FY-2021-HSGP-State-Supplement.pdf>

Copies of the grant guidelines shall be retained in the Anaheim/Santa Ana Grant Office.

WHEREAS, this financial assistance is administered by the CITY OF SANTA ANA ("CITY") and is overseen by the California Governor's Office of Emergency Services ("CalOES"); and

WHEREAS, this financial assistance is being provided to address the unique equipment, training, planning, and exercise needs of large urban areas, and to assist them in building an enhanced and sustainable capacity to prevent, respond to, and recover from threats or acts of terrorism; and

WHEREAS, the Anaheim/Santa Ana Urban Area ("ASAUA") consists of 34 cities in

Orange County, including the City of Anaheim and the City of Santa Ana, the County of Orange, Santa Ana Unified School District Police, California State University, Fullerton, University of California, Irvine, Municipal Water District of Orange County, and the Orange County Fire Authority; and

WHEREAS, the Office of Grants Management (“OGM”) awarded a FY2021 UASI Grant of \$5,113,750 (“Grant Funds”) to the CITY OF SANTA ANA, as a Core City, for use in the ASUA; and

WHEREAS, the CITY has designated the Chief of Police, or his designee and the Santa Ana Police Department, Emergency Management Director (“UASI Grant Office”) to provide for terrorism prevention and emergency preparedness; and

WHEREAS, the UASI Grant Office now wishes to distribute FY2021 UASI Grant Funds throughout the ASUA, as further detailed in this Agreement (“Agreement”) to CITY OF PLACENTIA (“SUB-RECIPIENT”) and others;

WHEREAS, the CITY and SUB-RECIPIENT are desirous of executing this Agreement as authorized by the City Council and the Chief of Police which authorizes the CITY to prepare and execute the Agreement.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

I. INTRODUCTION

§101. Parties to the Agreement

The parties to this Agreement are:

- A. The CITY, a municipal corporation, having its principal office at 20 Civic Center Plaza, Santa Ana, CA 92702; and
- B. CITY OF PLACENTIA, a municipal corporation, 401 E. Chapman Avenue, Placentia, CA 92870

§102. Representatives of the Parties and Service of Notices

- A. The representatives of the respective parties who are authorized to administer this Agreement and to whom formal notices, demands and communications shall be given are as follows:

- 1. The representative of the City of Santa Ana shall be, unless otherwise stated in the Agreement:

Richard Weber, Commander
Santa Ana Police Department
Homeland Security Division
60 Civic Center Plaza
Santa Ana, CA 92702
Phone: (714) 245-8730
rweber@santa-ana.org

- 2. The representative of CITY OF PLACENTIA shall be:

Name: Brian Perry

Title: Police Captain

Sub Recipient Name: City of Placentia

Sub Recipient Address: 401 E. Chapman Ave

City Placentia State: CA Zip: 92870

Phone: 714-993-8285

E-mail: BPerry@placentia.com

- B. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt

requested and shall be deemed communicated as of the date of mailing.

- C. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accord with this section, within five (5) business days of said change.

§103. Independent Party

SUB-RECIPIENT is acting hereunder as an independent party, and not as an agent or employee of the CITY OF SANTA ANA. No employee of SUB-RECIPIENT is, or shall be an employee of the CITY OF SANTA ANA by virtue of this Agreement, and SUB-RECIPIENT shall so inform each employee organization and each employee who is hired or retained under this Agreement. SUB-RECIPIENT shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of the CITY OF SANTA ANA.

§104. Conditions Precedent to Execution of This Agreement

SUB-RECIPIENT shall provide copies of the following documents to the CITY OF SANTA ANA, unless otherwise exempted.

- A. Standard Assurances (Grant Assurances) in accordance with section 412A of this Agreement attached hereto as Exhibit A and made part hereof.
- B. Certifications Regarding Ineligibility, Suspension and Debarment as required by Executive Order 12549 in accordance with Section 412 of this Agreement and attached hereto as Exhibit B and made a part hereof.
- C. Certifications and Disclosures Regarding Lobbying in accordance with Section 412C of this Agreement and attached hereto as Exhibit C and made a part hereof. SUB-RECIPIENT shall also file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of the information contained in any Disclosure Form previously filed by SUB-RECIPIENT.

II. TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

The term of this Agreement shall commence on 9/1/2021 and end on 3/31/2024 or upon the final disbursement of all of the Grant Amount (as defined in Section 301) and any additional period of time as is required to complete any necessary close out activities. Said term is subject to the provisions herein.

§202. Use of Grant Funds

- A. CITY may, a) transfer to SUB-RECIPIENT, equipment or services purchased with grant funds and in accordance with grant guidelines set forth above; or, b) reimburse SUB-RECIPIENT for purchase of authorized equipment, exercises, services or training upon receiving prior written approval from CITY or its designee and in accordance with grant guidelines and in full compliance with all of the SUB-RECIPIENT'S purchasing and bidding procedures. SUB-RECIPIENT shall specify the equipment, services, exercises and training to be purchased using the Application for Project Funding. A paper copy of this document will be provided to SUB-RECIPIENT by CITY. In addition, a compact disc with a copy of the document will be provided to SUB-RECIPIENT by CITY. If additional copies of the document are needed, SUB-RECIPIENT may contact the Santa Ana Grant Coordinator and it will be provided.
- B. SUB-RECIPIENT shall provide any reports requested by the CITY regarding the performance of the Agreement. Reports shall be in the form requested by the CITY, and shall be provided in a timely manner.
- C. SUB-RECIPIENT shall provide the CITY a copy of its most current procurement guidelines and follow its own procurement requirements as long as they meet the minimum federal requirements. Federal procurement requirements for the FY2021 UASI Grant can be found at 2 Code of Federal Regulations (CFR) Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."
- D. The Authorized Equipment List (AEL) is a list of the allowable equipment which may be purchased pursuant to this Agreement and is located at <https://www.fema.gov/authorized-equipment-list>, and incorporated to this Agreement by reference. A copy of the AEL shall be retained in the Anaheim/Santa Ana Grant Office. Unless otherwise stated in program guidance any equipment acquired pursuant to this Agreement shall meet all mandatory regulations and/or DHS-adopted standards to be eligible for purchase using grant funds.

Any equipment acquired or obtained with Grant Funds:

1. Shall be made available under the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services,

and law enforcement agencies within the jurisdiction of the applicant;

2. Shall be consistent with needs as identified in the National Priorities and Core Capabilities, the State Homeland Security Strategy and the Anaheim/Santa Ana Urban Area and Orange County Operational Area Homeland Security Grants Strategy, the Threat Hazard Identification and Risk Assessment (THIRA), the State Preparedness Report; and deployed in conformance with those plans;
3. Shall be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan;
4. Shall be subject to the requirements of Title 2 CFR Part 200.313 and 200.314. For the purposes of this subsection, "Equipment" is defined as nonexpendable property that is not consumed or does not lose its identity by being incorporated into another item of equipment, which costs \$5,000 or more per unit, or is expected to have a useful life of one (1) year or more.
5. Shall be used by SUB-RECIPIENT in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer useful for the original program or project, the Equipment may be used in other activities currently or previously supported by a Federal agency.
6. Shall be made available for use on other projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use shall be given to other programs or projects supported by the awarding agency.
7. Shall be recorded on a ledger. The record shall include: (a) description of the item of Equipment, (b) serial number or other identification number, (c) the source of funding for the property (including FAIN); (d) who holds the title, (e) date of acquisition; (f) the per unit acquisition cost of the Equipment, (g) percentage of federal participation in the project costs for the Federal award under which the property was acquired, (h) location, and (i) use and condition of Equipment, and (j) ultimate disposition data including the date of disposal and sale price of the property. Records must be retained pursuant to 2 CFR Part 200.313.
8. All equipment obtained under this Agreement shall have an ASAUA identification decal affixed to it, and, when practical, shall be affixed where it is readily visible.
9. A physical inventory of the Equipment shall be taken and the results reconciled with the Equipment records at least once every two years.

Inventory shall also be taken prior to any UASI, State or Federal monitor visits.

10. SUB-RECIPIENT shall exercise due care to preserve and safeguard equipment acquired with grant funds from damage or destruction and shall provide regular maintenance and such repairs for said equipment as necessary, in order to keep said equipment continually in good working order. Such maintenance and servicing shall be the sole responsibility of SUB-RECIPIENT, who shall assume full responsibility for maintenance and repair of the equipment throughout the life of said equipment.
 11. SUB-RECIPIENT shall identify a Point-of-Contact (POC) to be responsible for all Equipment prior to the receipt of the item(s). POC will serve as the custodian of the Equipment. SUB-RECIPIENT shall notify the CITY of any change in the POC and assume the responsibility of advising the new custodian of all UASI grant program guidelines and requirements.
 12. SUB-RECIPIENT shall contact the ASUA Grant Office prior to initiating the disposition process. Disposal of equipment shall be conducted pursuant to 2 CFR Part 200.313. The ASUA will contact the awarding agency for disposition instructions, if necessary, prior to any action being taken.
- E. Any training paid pursuant to this Agreement shall conform to the guidelines as listed in FY2021 Homeland Security Grant Program, as set forth above. All training expenses must be pre-authorized by CalOES. A catalogue of Grantor approved and sponsored training courses is available at <https://cdp.dhs.gov/>.
 - F. Any exercise paid pursuant to this Agreement shall conform to the guidelines as listed in FY2021 Homeland Security Grant Program, as set forth above. Detailed Homeland Security Exercise and Evaluation Program Guidance is available at <https://www.fema.gov/emergency-managers/national-preparedness/exercises/hseep>.
 - G. Any planning paid pursuant to this Agreement shall conform to the guidelines as listed in FY2021 Homeland Security Grant Program, as set forth above.
 - H. Any organizational activities paid pursuant to this Agreement shall conform to the guidelines as listed in FY2021 Homeland Security Grant Program, as set forth above.

III. PAYMENT

§301. Payment of Grant Funds and Method of Payment

- A. CITY may, a) transfer to SUB-RECIPIENT, equipment or services purchased with grant funds; or, b) reimburse SUB-RECIPIENT for the purchase of authorized equipment, exercises, services or training upon receiving prior written approval from CITY or its designee and in accordance with grant guidelines and in full compliance with all of the SUB-RECIPIENT'S purchasing and bidding procedures. SUB-RECIPIENT shall specify the equipment, exercises, services or training to be purchased using the Application for Project Funding. A copy of this document will be provided to SUB-RECIPIENT by CITY. If additional copies of the document are needed, SUB-RECIPIENT may contact the Santa Ana Grant Coordinator and it will be provided. Funds may be used for planning, exercises, organizational and training activities, and the purchase of equipment as described in Section 202 above.
- B. SUB-RECIPIENT shall provide invoices to the CITY requesting payment and all supporting documentation. Each reimbursement request shall be accompanied by the Reimbursement Request for Grant Expenditures detailing the expenditures made by SUB-RECIPIENT as authorized by Section 202 above. Each reimbursement request shall be submitted to the Santa Ana UASI Grant Office. For equipment for which SUB-RECIPIENT is requesting reimbursement, all appropriate back-up documentation must be attached to the reimbursement form, including invoices, proof of payment, packing slips, and Equipment Reimbursement Worksheet. For training reimbursements, SUB-RECIPIENT must include a copy of any certificates issued or a copy of the class roster verifying training attendees, proof that a CalOES tracking number has been assigned to the course, timesheets and payroll registers for all training attendees, receipts for travel expenses related to the training, and Training Reimbursement Worksheet. For regional project reimbursements, SUB-RECIPIENT must include approval from the lead agency for all submitted invoices.
- C. Payment of final invoice shall be withheld by the CITY until the SUB-RECIPIENT has turned in all supporting documentation and completed the requirements of this Agreement.
- D. It is understood that the CITY makes no commitment to fund this Agreement beyond the terms set forth herein.
- E. Funding for all periods of this Agreement is subject to the continuing availability to the CITY of federal funds for this program. The Agreement may be terminated immediately upon written notice to SUB-RECIPIENT of a loss or reduction of federal grant funds.

IV. STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

All titles or subtitles appearing herein have been inserted for convenience and shall not be deemed to affect the meaning or construction of any of the terms or provisions hereof. The language of this Agreement shall be construed according to its fair meaning and not strictly for or against either party. The word "Sub-recipient" herein and in any amendments hereto includes the party or parties identified in this Agreement. The singular shall include the plural. If there is more than one Sub-recipient as identified herein, unless expressly stated otherwise, their obligations and liabilities hereunder shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

§402. Applicable Law, Interpretation and Enforcement

Each party's performance hereunder shall comply with all applicable laws of the United States of America, the State of California, and the CITY. This Agreement shall be enforced and interpreted under the laws of the State of California and the CITY.

If any part, term or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining portions of provisions shall not be affected thereby.

§403. Integrated Agreement

This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only by a written instrument executed by both parties hereto.

§404. Excusable Delays

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension.

Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes, freight embargoes or delays in transportation; to the extent that they are not caused by the party's willful or negligent acts or omissions and to the extent that they are beyond the party's reasonable control.

§405. Breach

Except for excusable delays, if any party fails to perform, in whole or in part, any promise, covenant, or agreement set forth herein, or should any representation made by it be untrue, any aggrieved party may avail itself of all rights and remedies, at law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

§406. Prohibition Against Assignment or Delegation

SUB-RECIPIENT may not, unless it has first obtained the written permission of the CITY:

- A. Assign or otherwise alienate any of its rights hereunder, including the right to payment; or
- B. Delegate, subcontract, or otherwise transfer any of its duties hereunder.

§407. Permits

SUB-RECIPIENT and its officers, agents and employees shall obtain and maintain all permits and licenses necessary for SUB-RECIPIENT performance hereunder and shall pay any fees required therefore. SUB-RECIPIENT further certifies to immediately notify the CITY of any suspension, termination, lapses, non-renewals or restrictions of licenses, certificates, or other documents.

§408. Bonds

SUB-RECIPIENT must purchase a performance bond for any equipment item over \$250,000 or any vehicle (including aircraft or watercraft) financed with homeland security funds. SUB-RECIPIENT must provide a copy of performance bond to CITY no later than the time of reimbursement.

§409. Indemnification

To the fullest extent of the law, SUB-RECIPIENT agrees to indemnify, defend, and hold harmless the City of Santa Ana, its officers, agents, employees, representatives and designated volunteers from and against any and all claims, demands, defense costs, or liability of any kind or nature arising out of or resulting from, or any way connected with SUB-RECIPIENT'S acts, errors or omissions in the performance of SUB-RECIPIENT'S services or use of grant funds under the terms of this Agreement.

§410. Conflict of Interest

- A. SUB-RECIPIENT covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administrating any subcontract supported (in whole or in part) by Federal funds where such person is a

director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:

1. A member of such person's immediate family, or domestic partner or organization has a financial interest in the subcontract;
2. The subcontractor is someone with whom such person has or is negotiating any prospective employment; or
3. The participation of such person would be prohibited by the California Political Reform Act, California Government Code §87100 et seq. if such person were a public officer, because such person would have a "financial or other interest" in the subcontract.

B. Definitions:

1. The term "immediate family" includes but is not limited to domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father in law, mother in law, brother in law, sister in law, son in law, daughter in law.
2. The term "financial or other interest" includes but is not limited to:
 - a. Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
 - b. Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.

C. The SUB-RECIPIENT further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).

D. The SUB-RECIPIENT shall not subcontract with a former director, officer, or employee within a one year period following the termination of the relationship between said person and the Contractor.

E. Prior to obtaining the CITY'S approval of any subcontract, the SUB-RECIPIENT shall disclose to the CITY any relationship, financial or otherwise, direct or indirect, of the SUB-RECIPIENT or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.

- F. For further clarification of the meaning of any of the terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the SUB-RECIPIENT, State of California, and Federal regulations regarding conflict of interest.
- G. The SUB-RECIPIENT warrants that it has not paid or given and will not pay or give to any third person any money or other consideration for obtaining this Agreement.
- H. The SUB-RECIPIENT covenants that no member, officer or employee of SUB-RECIPIENT shall have interest, direct or indirect, in any contract or subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.
- I. The SUB-RECIPIENT shall incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this project and shall substitute the term "subcontractor" for the term "SUB-RECIPIENT" and "sub subcontractor" for "Subcontractor".

§411. Restriction on Disclosures

Any reports, analysis, studies, drawings, information, or data generated as a result of this Agreement are to be governed by the California Public Records Act (California Government Code Sec. 6250, et seq.).

§412. Statutes and Regulations Applicable To All Grant Contracts

A. Compliance with Grant Assurances

To obtain the Grant Funds, the Grantor required an authorized representative of the CITY to sign certain promises regarding the way the Grant Funds would be spent ("Grant Assurances"), attached hereto as Exhibit A. By signing these Grant Assurances, the CITY became liable to the Grantor for any funds that are used in violation of the grant requirements. SUB-RECIPIENT shall be liable to the Grantor for any funds the Grantor determines SUB-RECIPIENT used in violation of these Grant Assurances. SUB-RECIPIENT shall indemnify and hold harmless the CITY for any sums the Grantor determines SUB- RECIPIENT used in violation of the Grant Assurances.

- B. SUB-RECIPIENT shall comply with all applicable requirements of state, federal, county and SUB-RECIPIENT laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this Agreement. SUB-RECIPIENT shall comply with state and federal laws and regulations pertaining to labor, wages, hours, and other conditions of employment. SUB-RECIPIENT shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

- 1. Office of Management and Budget (OMB) Circulars

SUB-RECIPIENT shall comply with 2 Code of Federal Regulations (CFR) Part 200 (Uniform Administrative, Cost Principles, and Audit Requirements for Federal Awards).

2. Single Audit Act

If Federal funds are used in the performance of this Agreement, SUB-RECIPIENT shall adhere to the rules and regulations of the Single Audit Act, 31 USC Sec. 7501 et seq.; Title 2 Code of Federal Regulations, Part 200, Subpart F Audit Requirements; and any administrative regulation or field memos implementing the Act. When reporting under on the FY2021 UASI Grant Program under the Single Audit Act, SUB-RECIPIENT shall use Catalog of Federal Domestic Assistance (CFDA) Program Number 97.067 "Homeland Security Grant Program"; Grant Identification Number 2020-0095; and identify the City of Santa Ana as the Pass-Through.

3. False Claims Act

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

4. Records Maintenance

Records, in their original form, shall be maintained in accordance with requirements prescribed by the CITY with respect to all matters covered on file for all documents specified in this Agreement.

Original forms are to be maintained on file for all documents specified in this Agreement. Such records shall be retained for a period of three (3) years after the CITY receives notification of grant closeout from CalOES, and after final disposition of all pending matters. "Pending matters" include, but are not limited to, an audit, litigation or other actions involving records. The CITY may, at its discretion, take possession of, retain and audit said records. Records, in their original form pertaining to matters covered by this Agreement, shall at all times be retained within the County of Orange unless authorization to remove them is granted in writing by the CITY.

The Contractor agrees to provide CITY OF PLACENTIA, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the CITY OF PLACENTIA and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

5. Subcontracts and Procurement

SUB-RECIPIENT shall comply with the federal and SUB- RECIPIENT standards in the award of any subcontracts. For purposes of this Agreement, subcontracts shall include but not be limited to purchase agreements, rental or lease agreements, third party agreements, consultant service contracts and construction subcontracts.

SUB-RECIPIENT shall ensure that the terms of this Agreement with the CITY are incorporated into all Subcontractor Agreements. The SUB-RECIPIENT shall submit all Subcontractor Agreements to the CITY for review prior to the release of any funds to the subcontractor. The SUB-RECIPIENT shall withhold funds to any subcontractor agency that fails to comply with the terms and conditions of this Agreement and their respective Subcontractor Agreement.

a. Recovered Materials

SUB-RECIPIENT shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or at a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

b. Domestic Preference for Procurements

SUB-RECIPIENT should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

6. Civil Rights

SUB-RECIPIENT shall comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) The Age Discrimination act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation act of 1970 (P.L. 91-616) as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601, et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; (j) the requirements of any other nondiscrimination statute(s) which may apply to the application; and (k) P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

7. Equal Employment Opportunity

The regulation at 41 C.F.R. § 60-1.4(b) requires, except as otherwise provided or exempted in 41 C.F.R. Part 60, the insertion of the following contract clause: "During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated

during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination

clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other

8. Davis-Bacon Act

If applicable per the standard described above, the NFE must include the provisions at 29 C.F.R. § 5.5(a)(1)-(10) in full into all applicable contracts, and all applicable contractors must include these provisions in full in any subcontracts.

9. Copeland “Anti-Kickback” Act.

Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

10. Contract Work Hours and Safety Standards Act

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated

damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The CITY OF PLACENTIA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

11. Environmental Standards

a. Clean Air Act

The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

The contractor agrees to report each violation to the CITY OF PLACENTIA and understands and agrees that the CITY OF PLACENTIA will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

b. Federal Water Pollution Control Act (33 USC 1251)

The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.*

The contractor agrees to report each violation to the CITY OF PLACENTIA and understands and agrees that the CITY OF PLACENTIA will, in turn, report each violation as required to assure notification to the CITY OF PLACENTIA, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

12. Telecommunications

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) *Prohibitions.*

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

- (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

(1) This clause does not prohibit contractors from providing—

- (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
- (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

- (i) Covered telecommunications equipment or services that:
 - i. Are *not used* as a substantial or essential component of any system; *and*
 - ii. Are *not used* as critical technology of any system.
- (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

- (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if

applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

- (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

C. Statutes and Regulations Applicable To This Particular Grant

SUB-RECIPIENT shall comply with all applicable requirements of state and federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this particular grant program. SUB-RECIPIENT shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this Agreement. These requirements include, but are not limited to:

1. Title 2 Code of Federal Regulations (CFR) Part 200; EO 12372; Department of Justice (DOJ) Office of Judicial Programs (OJP) Office of the Comptroller, U.S. Department of Homeland Security, Preparedness Directorate Financial Management Guide; U.S. Department of Homeland Security, Office of Grants and Training, FY 2020 Homeland Security Grant Program –Notice of Funding Opportunity; ODP WMD Training Course Catalogue; and DOJ Office for Civil Rights.

Standardized Emergency Management System (SEMS) requirements as stated in the California Emergency Services Act, Government Code Chapter 7 of Division 1 of Title 2, § 8607.1(e) and CCR Title 19, §§ 2445-2448.

Provisions of 44 CFR applicable to grants and cooperative agreements, including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services; Part 38, Equal Treatment of Faith-based Organizations; Part 42, Nondiscrimination/Equal Employment Opportunities Policies and Procedures; Part 61, Procedures

for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; Part 64, Floodplain Management and Wetland Protection Procedures; Federal laws or regulations applicable to federal Assistance Programs; Part 69, New Restrictions on Lobbying; Part 70, Uniform Administrative Requirements for Grants and Cooperative Agreements (including sub-awards) with Institutions of Higher Learning, Hospitals and other Non-Profit Organizations; and Part 83, Government- Wide Requirements for a Drug Free Workplace (grants).

2. Travel Expenses

SUB-RECIPIENT as provided herein may be compensated for SUB-RECIPIENT'S reasonable travel expenses incurred in the performance of this Agreement, to include travel and per diem, unless otherwise expressed. Travel including in-State and out-of- State travel shall not be reimbursed without prior written authorization from the UASI Grant Office.

SUB-RECIPIENT'S travel and per diem reimbursement costs shall be reimbursed based on the SUB-RECIPIENT'S travel policies and procedures. If SUB-RECIPIENT does not have established travel policies and procedures, SUB-RECIPIENT'S reimbursement rates shall not exceed the amounts established under 5 U.S.C 5701-11, ("Travel and Subsistence Expenses; Mileage Allowances"), or by the Administrator of General Services, or by the President (or his or her designee) pursuant to any provisions of such subchapter must apply to travel under federal awards (48 CFR 31.205-46(a)).

3. Debarment and Suspension

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by CITY OF PLACENTIA. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to CITY OF PLACENTIA, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in

its lower tier covered transactions.

4. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the federal awarding agency.

5. Noncompliance

SUB-RECIPIENT understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds, and repayment by SUB-RECIPIENT to CITY of any unlawful expenditures.

§413. Federal, State and Local Taxes

Federal, State and local taxes shall be the responsibility of SUB-RECIPIENT as an independent party and not as a CITY employee.

§414. Inventions, Patents and Copyrights

A. Reporting Procedure for Inventions

If any project produces any invention or discovery (Invention) patentable or otherwise under title 35 of the U.S. Code, including, without limitation, processes and business methods made in the course of work under this Agreement, the SUB-RECIPIENT shall report the fact and disclose the Invention promptly and fully to the CITY. The CITY shall report the fact and disclose the Invention to the Grantor. Unless there is a prior agreement between the CITY and the Grantor, the Grantor shall determine whether to seek protection on the Invention. The Grantor shall determine how the rights in the Invention, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the policy ("Policy") embodied in the Federal Acquisition Regulations System, which is based on Ch. 18 of title 35 U.S.C. Sections 200, et seq. (Pub. L. 95-517, Pub. L. 98-620, 37 CFR part 401); Presidential Memorandum on Government Patent Policy to the Heads of the Executive Departments and Agencies, dated 2/18/1983); and Executive Order 12591, 4/10/87, 52 FR 13414, 3 CFR, 1987 Comp., p. 220 (as amended by Executive Order 12618, 12/22/87, 52 FR 48661, 3 CFR, 1987 Comp., p. 262). SUB-RECIPIENT hereby agrees to be bound by the Policy, and will contractually require its personnel to be bound by the Policy.

B. Rights to Use Inventions

CITY shall have an unencumbered right, and a non-exclusive, irrevocable, royalty- free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Invention developed under this Agreement.

C. Copyright Policy

1. Unless otherwise provided by the terms of the Grantor or of this Agreement, when copyrightable material (“Material”) is developed under this Agreement, the author or the CITY, at the CITY’S discretion, may copyright the Material. If the CITY declines to copyright the Material, the CITY shall have an unencumbered right, and a non-exclusive, irrevocable, royalty- free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement.
2. The Grantor shall have an unencumbered right, and a non-exclusive, irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement or any Copyright purchased under this Agreement.
3. SUB-RECIPIENT shall comply with all applicable requirements in the Code of Federal Regulations related to copyrights and copyright policy.
4. License and Delivery of Works Subject to Copyright and Data Rights. The Contractor grants to the CITY OF PLACENTIA, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the CITY OF PLACENTIA or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the CITY OF PLACENTIA data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the CITY OF PLACENTIA.

D. Rights to Data

The Grantor and the CITY shall have unlimited rights or copyright license to any data first produced or delivered under this Agreement. “Unlimited rights” means

the right to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform and display publicly, or permit others to do so; as required by 48 CFR 27.401. Where the data are not first produced under this Agreement or are published copyrighted data with the notice of 17 U.S.C. Section 401 or 402, the Grantor acquires the data under a copyright license as set forth in 48 CFR 27.404(f)(2) instead of unlimited rights. (48 CFR 27.404(a)).

E. Obligations Binding on Subcontractors

SUB-RECIPIENT shall require all subcontractors to comply with the obligations of this section by incorporating the terms of this section into all subcontracts.

F. No Obligation by Federal Government

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

§415. Minority, Women, And Other Business Enterprise Outreach Program

It is the policy of the CITY to provide minority business enterprises (MBEs), women business enterprises (WBEs) and all other business enterprises an equal opportunity to participate in the performance of all SUB-RECIPIENT contracts, including procurement, construction and personal services. This policy applies to all Contractors and Sub-Contractors.

V
DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS

§501. Defaults

Should SUB-RECIPIENT fail for any reason to comply with the contractual obligations of this Agreement within the time specified by this Agreement, the CITY reserves the right to terminate the Agreement, reserving all rights under state and federal law.

§502. Amendments

Any change in the terms of this Agreement, including changes in the services to be performed by SUB-RECIPIENT and any increase or decrease in the amount of compensation which are agreed to by the CITY and SUB-RECIPIENT shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties thereto.

SUB-RECIPIENT agrees to comply with all future CITY directives, or any rules, amendments or requirements promulgated by the CITY affecting this Agreement.

VI
ENTIRE AGREEMENT

§601. Complete Agreement

This Agreement contains the full and complete Agreement between the two parties. Neither verbal agreement nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this Agreement.

§602. Number of Pages and Attachments

This Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement includes thirty-one (31) pages and three (3) Exhibits which constitute the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the City and CITY OF PLACENTIA have caused this Agreement to be executed by their duly authorized representatives on the date first set forth above.

ATTEST:

CITY OF SANTA ANA, a municipal Corporation of the State of California

By: _____

Clerk of the Council

By: _____

Kristine Ridge
City Manager

RECOMMENDED FOR APPROVAL:

SUB-RECIPIENT
CITY OF PLACENTIA
DUNS # 04-0504417

By: _____

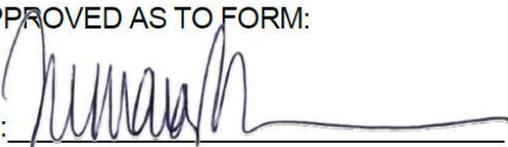
David Valentin
Chief of Police

By: _____

Printed Name _____

Title _____

APPROVED AS TO FORM:

By:  _____

Tamara Bogosian
Senior Assistant City Attorney

APPROVED AS TO FORM

By: _____

Printed Name _____

Title _____

EXHIBIT A

California Governor's Office of Emergency Services FY2021 Grant Assurances (All HSGP Applicants)

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application, within prescribed timelines.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

- (a) Applicable Federal Regulations (see below);
- (b) Federal Program Notice of Funding Opportunity (NOFO);
- (c) Federal Preparedness Grants Manual;
- (d) California Supplement to the NOFO; and
- (e) Federal and State Grant Program Guidelines.

Federal Regulations

Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.). Updates are issued by the Office of Management and Budget (OMB) and can be found at <http://www.whitehouse.gov/omb/>.

State and federal grant award requirements are set forth below. The Applicant hereby agrees to comply with the following:

1. Proof of Authority

The Applicant will obtain proof of authority from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:

- (a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
- (b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or authorized body;
- (c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body;
- (d) Applicant is authorized by the city council, governing board, or authorized body to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost, if any) to ensure proper planning, management and completion of the project described in this application; and
- (e) Official executing this agreement is authorized by the Applicant.

This Proof of Authority must be maintained on file and readily available upon request.

Initials _____

2. Period of Performance

The period of performance is specified in the Award. The Applicant is only authorized to perform allowable activities approved under the award, within the period of performance.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501- 1508 and §§ 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.213 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarment or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its principals, recipients, or subrecipients:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state

Initials _____

- antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity

The Applicant will comply with all state and federal statutes relating to non-discrimination, including:

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
- (c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
- (d) Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101- 12213), which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs;
- (e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
- (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)— be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);
- (h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
- (i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;

Initials _____

- (k) DHS policy to ensure the equal treatment of faith-based organizations, under which all applicants and recipients must comply with equal treatment policies and requirements contained in 6 C.F.R. Part 19;
- (l) California's Fair Employment and Housing Act (FEHA) (California Government Code §§12940, 12945, 12945.2), as applicable. FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave, military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions;
- (m) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
- (n) The requirements of any other nondiscrimination statute(s) that may apply to this application.

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.), the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The Applicant will comply with state and federal environmental standards, including:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000- 21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000- 15387);
- (c) Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
- (d) Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;
- (e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
- (f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- (g) Executive Order 11514 which sets forth national environmental standards;
- (h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
- (i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
- (j) The Endangered Species Act of 1973, (P.L. 93-205);

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- (k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
- (l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.);
- (m) Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease and desist order pursuant to § 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

8. Audits

For subrecipients expending \$750,000 or more in federal grant funds annually, the Applicant will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and Title 2 of the Code of Federal Regulations, Part 200, Subpart F Audit Requirements.

9. Access to Records

In accordance with 2 C.F.R. § 200.337, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

The Applicant will establish safeguards to prohibit the Applicant's employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management

False Claims for Payment - The Applicant will comply with 31 U.S.C §§ 3729-3733 which sets forth that no subrecipient, recipient, or subrecipient shall submit a false claim for payment, reimbursement or advance.

12. Reporting - Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), specifically (a) the reporting of subawards obligating \$25,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements for executive compensation, and also requirements implementing the Act for the non-federal entity at 2 C.F.R. Part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 C.F.R. Part 170 Reporting Subaward and Executive Compensation Information.

13. Whistleblower Protections

The Applicant also must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

Initials _____

14. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

The Applicant will comply with the following federal labor standards:

- (a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and
- (b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et al.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant will:

- (a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;
- (b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more;
- (c) Assist the awarding agency in assuring compliance with Section 106 of the
- (d) National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §469a-1 et seq.); and
- (e) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant

Initials _____

in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;

- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

19. Use of Cellular Device While Driving is Prohibited

Applicants are required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

20. California Public Records Act and Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code section 6250 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

**HOMELAND SECURITY GRANT PROGRAM (HSGP) –
PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS**

21. Acknowledgment of Federal Funding from DHS

All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

22. Activities Conducted Abroad

All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

23. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template a useful resource respectively.

24. Copyright

All recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

Initials _____

25. Duplication of Benefits

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.

26. Energy Policy and Conservation Act

All recipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

27. Federal Debt Status

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

28. Fly America Act of 1974

All recipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B- 138942.

29. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, all Applicants must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

30. Non-supplanting Requirement

All recipients who receive federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non- federal sources.

31. Patents and Intellectual Property Rights

Unless otherwise provided by law, recipients are subject to the Bayh-Dole Act, Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

32. SAFECOM

All recipients who receive federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Initials _____

33. Terrorist Financing

All recipients must comply with Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

34. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the recipient's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds \$10,000,000 for any period of time during the period of performance of this federal financial assistance award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

35. USA Patriot Act of 2001

All recipients must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

36. Use of DHS Seal, Logo, and Flags

All recipients must obtain permission from their DHS Financial Assistance Office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

IMPORTANT

The purpose of the assurance is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. The Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in this assurance. This assurance is binding on the Applicant, its successors, transferees, assignees, etc. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the subrecipient may be ineligible for award of any future grants if the Cal OES determines that any of the following has occurred: (1) the recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. All recipients are bound by the Department of Homeland Security Standard Terms and Conditions 2021 ,Version 11.4, hereby incorporated by reference, which can be found at: <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.

Subrecipient: City of Placentia

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: Brian Perry

Title: Police Captain Date: _____

Initials _____

EXHIBIT B

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under the applicable CFR covering New Restrictions on Government-wide Debarment and Suspension (Nonprocurement). The certification shall be treated as a material representation of fact upon which reliance will be placed when the Agency determines to award the covered transaction or cooperative agreement.

As required by Executive Order 12549, Debarment and Suspension, and implemented under the applicable CFR, for prospective participants in covered transactions, as defined in the applicable CFR

- A. The applicant certifies that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal State or local) with commission of any of these offenses enumerated in paragraph (1) (b) of this certification; and
 - (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State or local) terminated for cause or default; and
- B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

Authorized Agent Signature

Brian Perry

Printed or Typed Name

Police Captain

Title

Address: City of Placentia

401 E. Chapman Ave.

Placentia, CA 92807

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this document, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this agreement is entered, if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous, when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

EXHIBIT C

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure Form to Report Lobbying" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Subrecipient, as identified below, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subrecipient understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

AGREEMENT NUMBER: _____

City of Placentia

CONTRACTOR/BORROWER/AGENCY

Brian Perry Police Captain

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

RESOLUTION NO. R-2023-07

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING PERSONS HOLDING CERTAIN DESIGNATED POSITIONS TO EXECUTE URBAN AREA SECURITY INITIATIVE GRANT DOCUMENTS FOR AND ON BEHALF OF THE CITY OF PLACENTIA.

A. Recitals

(i). WHEREAS, the City of Placentia (the “City”) regularly accesses funding and training assistance funded by grants established by the Department of Homeland Security (hereinafter collectively referred to as “Eligible Grants”) from the Federal Department of Homeland Security and administered by the Anaheim / Santa Ana Urban Area Security initiative (ASAUASI); and

(ii). WHEREAS, part of such applications for Eligible Grants, the Anaheim / Santa Ana Urban Areas Security Initiative requires the City to maintain a Resolution with authorization from the City Council, authorizing persons holding specific positions to act on behalf of the City, and designates and/or affirms that the City official executing the grant agreement is authorized to do so.

B. Resolution

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

1. The following City officials are the City’s agents for purposes of applying and obtaining Eligible Grants, executing grant agreements and other required documents, and taking any actions necessary to implement such grant agreements and other required documents:

City Administrator, Chief of Police, and the Police Captain – Operations Commander.

APPROVED and ADOPTED this 21st day of February, 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 held on the 21st day of February 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: CHIEF OF POLICE

DATE: FEBRUARY 21, 2023

SUBJECT: **PURCHASE OF EVIDENCE STORAGE ROLLING BINS AND EVIDENCE DRYING LOCKERS WITH PROP 69 FUNDS**

FISCAL

IMPACT: EXPENSE: \$346,440.00
REVENUE: \$132,000 MISCELLANEOUS GRANTS – PROP 69 (105213-4210)
BUDGETED: \$214,440.00 FY 22-23 GENERAL FUND (105213-6850)

SUMMARY:

The Proposition 69 – DNA Identification revenue may be used to reimburse the Sheriff, municipal police departments, Probation, and the District Attorney for equipment and direct costs incurred in the processing of DNA (Deoxyribonucleic Acid) evidence. The Police Department made a formal request to the County of Orange Prop 69 Committee on October 22, 2021 to purchase a Space Saver High Density Mobile System and Drying Cabinets. Based upon the recommendation from the Prop 69 Committee, the County of Orange Board of Supervisors approved the Department's funding request for the Space Saver High Density Mobile System at \$100,000 in funding and the Drying Cabinets at \$32,000 in funding on January 25, 2022. The City is required to contribute the remaining funding for the Space Saver High Density Mobile System in order to receive the \$100,000 funding for this specific equipment from Prop 69.

RECOMMENDATION:

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

1. Approve the appropriation of Prop 69 funding from the County of Orange in the amount of \$132,000; and
2. Adopt Resolution No. R-2023-08 adopting a budget transfer for evidence storage bins and evidence drying lockers; and
3. Approve a budget amendment in the prorated amount of \$132,000 from the General Fund's fund balance for the remainder of the fiscal year; and
4. Approve the purchase of a Space Saver High Density Mobile System from McMurray Stern for an amount not-to-exceed \$314,440.00 + applicable sales tax; and

1.d.
Feb 21, 2023

5. Approve the purchase of two Drying Cabinets from SIRCHIE for an amount not-to-exceed \$32,000; and
6. Authorize the City Administrator and/or his designee, to execute all the necessary documents, in a form approved by the City Attorney.

STRATEGIC PLAN STATEMENT:

This item is consistent with the City Council approved 5-Year Strategic Goal #1 Ensure Long-Term Fiscal Sustainability, under Objective #1.2, which is to Continue efforts to seek and obtain new sources of state and federal grants.

DISCUSSION:

The Proposition 69 – DNA Identification revenue may be used to reimburse the Sheriff, municipal police departments, Probation, and the District Attorney for the equipment and direct costs incurred in the processing of DNA (Deoxyribonucleic Acid) evidence. The Police Department made a formal request to the County of Orange Prop 69 Committee on October 22, 2021 to purchase evidence storage rolling bins and two blood evidence drying lockers. Based upon the recommendation from the Prop 69 Committee, the County of Orange Board of Supervisors partially approved the Department’s funding request for this project on January 25, 2022. The Space Saver High Density Mobile System was awarded \$100,000 in funding and the Drying Cabinets were awarded \$32,000 in funding. Funds allocated for one-time funding requests will be used to provide evidence handling and storage solutions for the new Public Safety Building project which was recently approved by the City Council. Awards approved for 2022 will be disbursed on a reimbursement basis after proof of purchase documentation is received. The City is required to contribute the remaining \$214,440 in funding for the Space Saver High Density Mobile System in order to receive the \$100,000 in grant funding for this specific equipment from Prop 69.

The evidence storage rolling bins are being purchased through a California Multiple Award Schedule (CMAS) contract which was awarded by the State of California to McMurray Stern. The City’s purchasing ordinance allows for the purchase of goods and services without competitive bids under certain specified circumstances such as cooperative purchasing arrangements with other governmental agencies. McMurray Stern is working in collaboration with the builder, PBK.

The blood evidence drying cabinets are manufactured by Air Clean Systems and Sirchie Acquisition Company, LLC is the sole and exclusive domestic distributor for the law enforcement market of these units and accessories for Air Clean Systems. Sole source certification attached. The Department has previously done business with SIRCHIE. They are a reputable business with a high level of customer service.

	PRICE
McMurray Stern	\$314,440.00 + applicable sales tax
SIRCHIE	\$26,448.56

ALTERNATIVE OPTIONS:

There are no substantive alternative options since the City is receiving Proposition 69 funds for this specific purchase.

FISCAL IMPACT:

The purchase is presented for City Council consideration using \$132,000 in revenue from Miscellaneous Grants (Prop 69) and \$214,440 plus applicable sales tax from account number 105213-6850 for project number 5213.

Prepared by:



James McElhinney
Captain-Administrative Division

Reviewed and approved:



Brad Butts
Chief of Police

Reviewed and approved:



Jennifer Lampman
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Resolution R-2023-08
2. Quote from McMurray Stern
3. Quote from SIRCHIE
4. Sole Source Certification from SIRCHIE

RESOLUTION NO. R-2023-08

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING A BUDGET AMENDMENT IN FISCAL YEAR 2022-23 IN COMPLIANCE WITH CITY CHARTER OF THE CITY OF PLACENTIA §§ 1206 AND 1209 PERTAINING TO APPROPRIATIONS FOR ACTUAL EXPENDITURES.

A. Recitals

(i). The adopted budget for the 2022-23 Fiscal Year sets out estimated appropriations for City expenses throughout the year.

(ii). From time to time the adopted budget must be adjusted when precise expenditures are finally determined or when estimated expenditures exceed projected costs allocated.

(iii). City Charter of the City of Placentia § 1206 authorizes the City Council to amend or supplement the budget by motion adopted by the affirmative votes of at least three members so as to authorize the transfer of unused balances appropriated for one purpose to another purpose, or to appropriate available revenues not included in the budget. All other legal prerequisites to the adoption of this Resolution have occurred.

B. Resolution.

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

1. In all respects as set forth in the Recitals, Part A., of this Resolution.
2. The adopted budget for Fiscal Year 2022-23, Resolution No. R-2023-43 is hereby amended for the new appropriation to the account below:

Fund	Description	Department	GL Account	Amount	Type
General Fund	Proposition 69	Capital Project	105213-4210	\$132,000	Grant Revenue
General Fund	Expenditures for Space Saver High Density Mobile System and Drying Cabinets	Capital Project	105213-6850	\$132,000	Expense

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 21st DAY OF FEBRUARY 2023.

Ward Smith, Mayor

ATTEST:

Robert McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert 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 21st day of February 2023 by the following vote:

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

Robert McKinnell, City Clerk

APPROVED AS TO FORM:

Christian Bettenhausen, City Attorney



**McMurray Stern Proposal – Addendum
#29296 High Density Evidence Storage System**

December 22, 2022

Spacesaver Storage Systems designed exclusively for:

Placentia Police Department
401 E. Chapman Avenue
Placentia, CA 92870

Proposal presented to:

Captain James McElhinney
Administrative Division

Presented by:

Laura Borda
Senior Design and Implementation Consultant
McMurray Stern, LLC
714-856-1928
lborda@mcstern.com



December 22, 2022

Captain James McElhinney
Administrative Division
Placentia Police Department
401 E. Chapman Avenue
Placentia, CA 92606

RE: Proposal #29296 Addendum – Storage Systems for Placentia Police Department

Dear Captain McElhinney:

Thank you for the opportunity to present this Proposal Addendum for the Evidence Storage Solutions to be implemented within the new Property and Evidence Facility. The proposed systems have been specifically selected and tailored to meet the unique needs of Placentia Police Department.

With this proposal, McMurray Stern, Inc. is committing all the resources and experiences that we have gained over the past 42+ years. We value this opportunity to present our capabilities, and we look forward to continuing our relationship as a sustaining resource for Placentia Police Department.

If you have any questions regarding this proposal, please call me at 714-856-1928. Again, thank you for your consideration I look forward to working with you on this project.

Sincerely,

A handwritten signature in black ink that reads "Laura Borda".

Laura Borda
Senior Design and Implementation Consultant
McMurray Stern, LLC - The Storage Solutions Group



RECOMMENDED SOLUTIONS

Based on several meetings with the architect and user group, it has been determined that Placentia PD would like to maximize secure storage efficiencies within the newly planned evidence processing and storage facility for Placentia PD. The systems designed and selected for implementation are:

- **Room 137 – Property & Evidence Storage: Spacesaver Mechanical Assist Mobile System**

Designed for implementation are the Spacesaver solutions as follows:

Room 137 – Property & Evidence Storage: Spacesaver Mechanical Assist Mobile System

Part One: Mechanical Assist Mobile System, with recessed rail. Overall dimensions 45' 10"L x 22' 10"W x 115"H. System is comprised of: Two single-faced static platforms at 20' 6"L x 18"D x 109"H and (12) double-faced movable carriages at 20' 6"L x 36"D x 109"H. Each carriage/platform has 4-post shelving configured with nine shelves and eight openings per Elevation A.

Part Two: A total of 13 sections of static 4-post Shelving, configured in two rows. One row has the outside dimensions: 15' 6"L x 18"D x 115"H; one row has the outside dimensions: 25' 0"L x 18"D x 115"H. Each section is configured with nine shelves and eight openings per Elevation K.

- **Reference McMurray Stern Drawing 30108/29296, dated 06-29-2022, with revision date 10-25-2022.**

INVESTMENT

The price of the products and services detailed in this proposal and tailored to the unique needs of Placentia Police Department New Evidence Facility is: **\$314,440.00 + applicable sales tax.**

TERMS and DETAILS

- Price shown above includes material/equipment, freight, installation, and seismic anchorage calculations.
- Sales tax to be added.
- McMurray Stern Standard Payment Terms:
 - 40% due at time of order
 - 40% due at time of shipment
 - 20% due at time of installation
- Prices shown are valid for 30 days.
- Floor covering within the Mobile Systems, if applicable, to be provided and installed by others.
- Lead time is approximately 15 - 22 weeks after receipt of order.
- Standard colors to be selected.

Fire & Life Safety Items Included:

Closed Shelving Uprights

Included where applicable.

Provides added structural strength in the direction perpendicular to the aisle.
Shelving without closed uprights is more likely to collapse during an earthquake.



Standard Items Included:

Applicable California State Sales Taxes **To be added**

Freight Charges **Included**
All freight charges from the point of manufacture to our warehouse.

Receiving at our facility **Included**
Materials are unloaded, inspected and staged for delivery to jobsite.

Material delivery to jobsite **Included**
Materials are delivered to the jobsite only as needed to minimize disruption of operations and to avoid "Trade Stacking".

Installation **Included**
Installation crews are McMurray Stern uniformed, factory-trained and bonded full-time employees. After hours installation is available at no extra charge.

Removal of all debris and clean-up **Included**
Upon completion of installation, all packing materials and other debris are removed from the jobsite and hauled away.

Warranty & 1-year scheduled maintenance **Included**
To insure long-term trouble-free operation. Service Technicians are McMurray Stern uniformed, factory-trained and bonded full-time employees. Extended warranty and scheduled maintenance contracts are available upon request.

User training on system operation **Included**
Unlimited training to all potential users to insure safe and efficient system operation. Training on basic trouble-shooting and remedial maintenance techniques is also provided to client's assigned maintenance personnel.

Structural Calculation Services **Included**
McMurray Stern will provide structural calculations for the seismic anchorage of the shelving system. Services include preparation of calculations by a licensed structural engineer and all wet stamped & signed copies.

CALIFORNIA STATE CONTRACTOR LICENSE NUMBER 1041651

Client Approval
Placentia Police Department

Date



WHY MCMURRAY STERN?

The McMurray Stern team is comprised of 50 professionals that serve you at each step of the process - design, estimating, order entry, logistics planning, installation, training and service. Each team is responsible for making sure your experience with McMurray Stern is a positive one. Our mission statement is clear - to serve YOU our customer with the best of our abilities and enable our team to exceed your project's requirements and timeline.

McMurray Stern has been serving southern California since 1980 in the development, implementation and service of Spacesaver filing and storage systems. We are the largest full-service filing and storage systems company in California. Our full-time, factory-trained Spacesaver installation and service professionals have an average of 10 years' experience with our company. Our team has completed over 6,000 installations of Spacesaver mobile shelving systems and have thousands of satisfied customers who also employ us to consult for records management solutions barcode tracking systems, on-demand labeling systems, filing system design and filing system supplies.

McMurray Stern is a licensed California general contractor, license # 1041651.

WHY SPACESAVER?

Spacesaver Corporation has over 100,000 installed systems - more than all their competitors combined. With over 47 years of manufacturing experience, 28 patents for product engineering and safety systems as well as 350 dedicated professionals, their team has "set the bar of excellence" in the mobile shelving industry. Your system will have structural components that will give you decades of performance as well as the most state-of-the-art electronics, programmability, and integrated safety systems available.

Spacesaver Corporation is proud to have reached the level of ISO-9001 certification. ensures that your equipment meets the highest quality standards and guarantees the longevity of your investment.

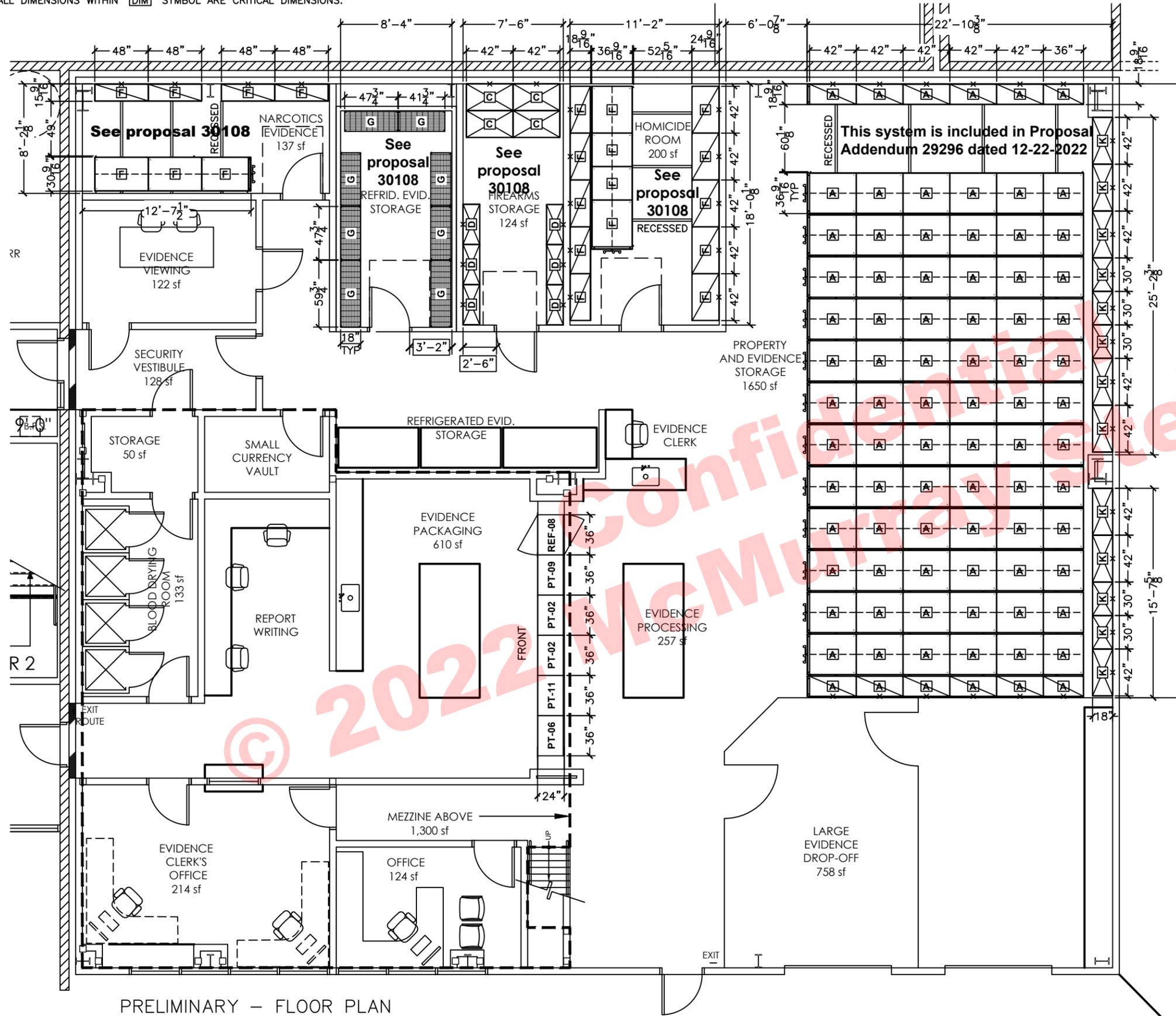


This

McMurray Stern has thousands of Spacesaver filing and storage installations locally that will verify the completeness, professionalism, and product quality of our systems. Your Design Consultant can arrange a tour of a local installation, so you can see how we have helped companies similar to yours solve their storage dilemmas.

CRITICAL DIMENSION NOTE:

PLEASE NOTE CRITICAL DIMENSIONS. McMURRAY & STERN IS NOT RESPONSIBLE FOR DEVIATIONS FROM CRITICAL DIMENSIONS SHOWN. CUSTOMER AND/OR CONTRACTOR TO ADHERE TO CRITICAL DIMENSIONS. ALL DIMENSIONS WITHIN DIM SYMBOL ARE CRITICAL DIMENSIONS.



PRELIMINARY – FLOOR PLAN

GENERAL NOTES

- McMURRAY STERN AGREES TO INSTALL IN A FREE AND CLEAR AREA AS DEFINED ON APPROVED DRAWINGS, ADEQUATE UNLOADING FACILITIES, WITH UNLIMITED ACCESS TO INSTALLATION AREA, BUILDING ELEVATOR AND UNLOADING DOCK SHALL BE PROVIDED BY CUSTOMER.
- ALL SYSTEMS AND/OR SHELVING SOLD BY McMURRAY STERN REQUIRE THE USE OF ANCHORS BY PRE-DRILLING INTO THE EXISTING FLOOR. IT IS THE USER'S RESPONSIBILITY TO SUPPLY A COPY OF THIS DRAWING TO WHOMEVER TAKES RESPONSIBILITY FOR THE BUILDING AND ANY WIRING, PLUMBING, ETC. WHICH COULD POSSIBLY BE DAMAGED BY THIS PROCESS. ANY INFORMATION PERTAINING TO SUCH CONCERNS MUST BE PROVIDED TO McMURRAY STERN PRIOR TO THE START OF WORK. CONTACT YOUR DESIGN CONSULTANT IN REGARDS TO ANY QUESTIONS WHICH MAY ARISE.
- OWNER/GENERAL CONTRACTOR IS RESPONSIBLE FOR COORDINATING FLOOR COVERING INSTALLATION AFTER McMURRAY STERN INSTALLS SYSTEM RAIL AND FLOOR.
- SURVEYS, PERMITS, AND REGULATIONS: BUYER SHALL PROCURE AND PAY FOR ALL PERMITS AND/OR INSPECTIONS REQUIRED BY ANY GOVERNMENTAL AUTHORITY FOR ANY PART OF THE WORK PERFORMED BY McMURRAY STERN, EXCEPT AS OTHERWISE STATED.
- TESTING: ALL MATERIAL AND EQUIPMENT FOR TESTING THE INSTALLATION OR ANCHORS SHALL BE PROVIDED AT THE BUYERS EXPENSE.
- FLOOR CONSTRUCTION:
 SLAB ON GRADE
- SHELVING CONSTRUCTION: COLOR: =
 4-POST / EVIDENCE LOCKERS / WIRE SHELVING
- DUE TO INDIVIDUAL CUSTOMER PREFERENCES AND REQUIREMENTS, ADJUSTABLE DIVIDERS ARE PROVIDED IN BULK AND INSTALLED ON SHELVES BY USER.
- CLIENT IS RESPONSIBLE FOR THE LOAD BEARING CAPACITY OF THE FLOOR UPON WHICH THE PROPOSED INSTALLATION SHALL BE CONSTRUCTED. A FLOOR LOADING EVALUATION BY A LICENSED STRUCTURAL ENGINEER CAN BE PROVIDED FOR AN ADDITIONAL FEE.
- (IF APPLICABLE) OSHPD PRE-APPROVAL (OPA) ANCHORAGE SPECIFICATIONS ARE PRELIMINARY, PENDING THE SITE SPECIFIC CALCS FROM THE ENGINEER.



McMurray & Stern
 The Storage Solutions Group
 Design Build • Storage • Records Management
 15511 Carmanita Road
 Santa Fe Springs, CA 90670-5609
 (562) 623-5000
 FAX (562) 623-3039

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Project Address:

PLACENTIA, CITY OF
 PLACENTIA POLICE DEPARTMENT
 401 E. CHAPMAN AVENUE
 PLACENTIA, CA 92870

Revisions:

DATE	REVISION	BY	NO
07-07-22	SECTIONS/ELEVATIONS REV.	PG	▲
10-25-22	NEW CAD/ELEV. & LAYOUTS REVISED	PG	▲
10-25-22	RWVD FREESTYLE LKRS/ADD NARCOTICS/REV. EVID. LKRS	PG	▲

FLOOR PLAN

DATE: 06-29-22
 DRAWN BY: LW/PG
 PROJECT NO: 30108 /29296
 JOB NO: -
 CONSULTANT: L.BORDA
 SCALE: 1/8" = 1'-0"

MS1.0

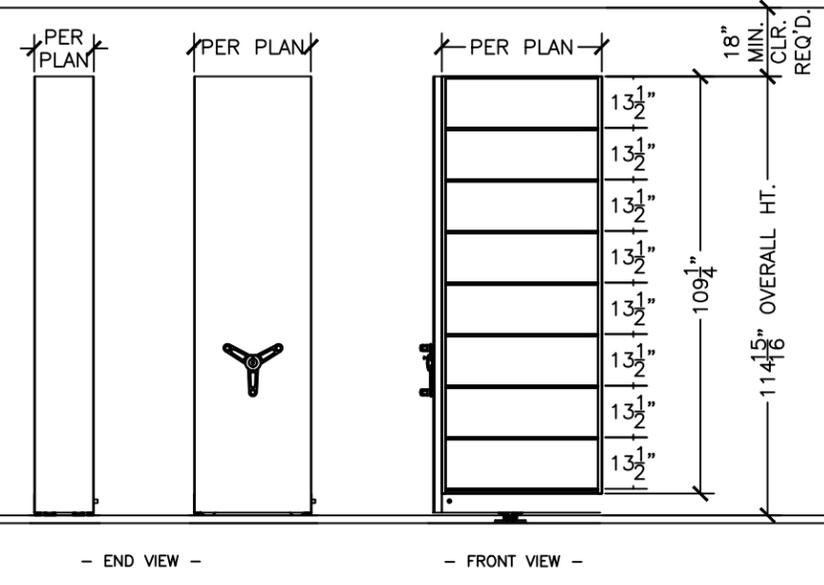
APPROVALS:

1. Customer approval to proceed with work as shown hereon: _____
 Name: _____ Date: _____

Approved and reviewed by:
 Initials: _____ Date: _____

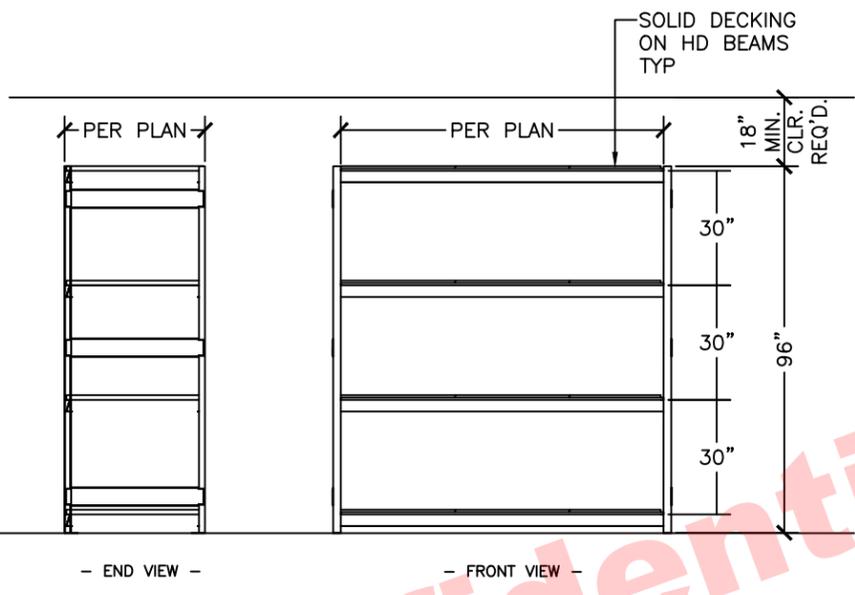
This system is included in Proposal Addendum 29296 dated 12-22-2022

A



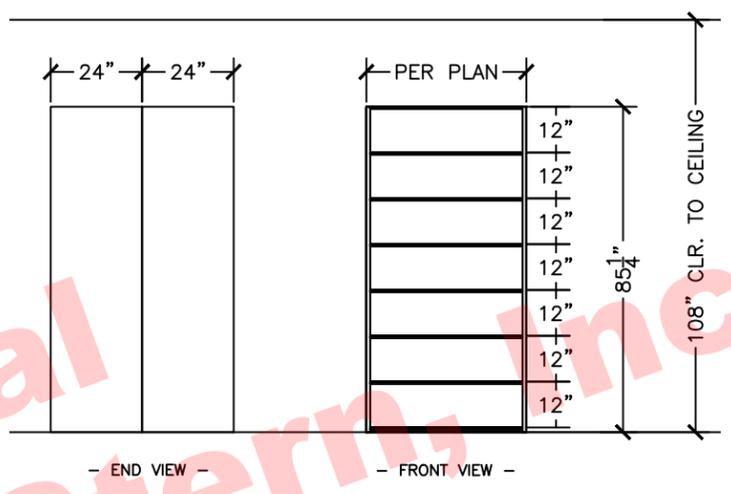
This item presented under Proposal #30108

B



This item presented under Proposal #30108

C
LONG GUNS IN BOXES



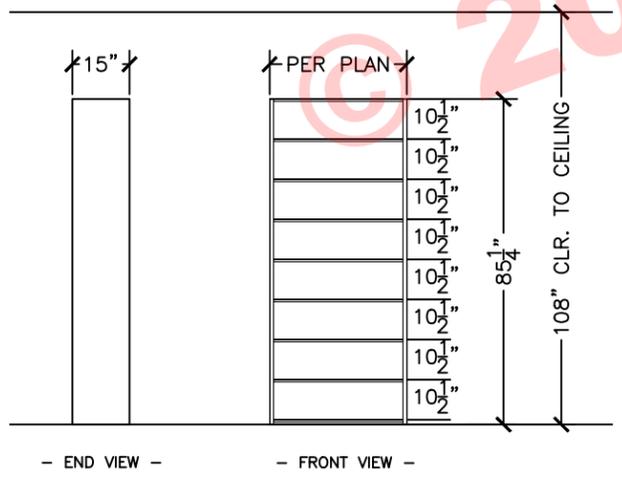
A TYPICAL ELEVATION - MOBILE - 4-POST

B TYPICAL ELEVATION - RAPTORAC

C TYPICAL ELEVATION - STATIC - 4-POST

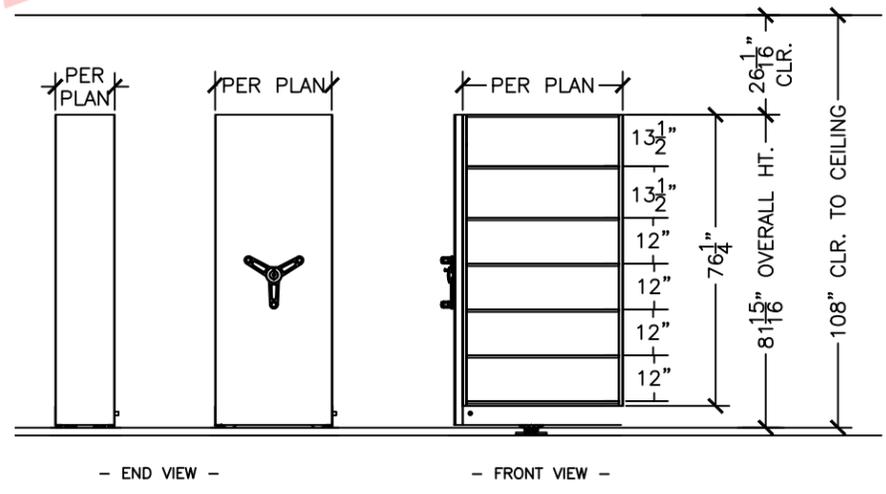
This item presented under Proposal #30108

D
HANDGUNS IN BOXES



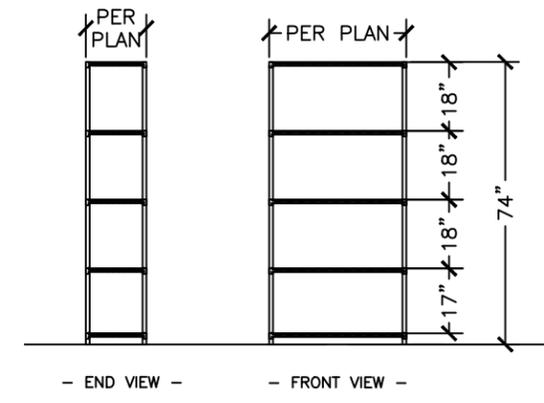
This item presented under Proposal #30108

F



This item presented under Proposal #30108

G



D TYPICAL ELEVATION - STATIC - 4-POST

F TYPICAL ELEVATION - MOBILE - 4-POST

G TYPICAL ELEVATION - WIRE SHELVING

McMurray Stern
 The Storage Solutions Group
 Design Build • Storage Solutions • Records Management

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Revisions:

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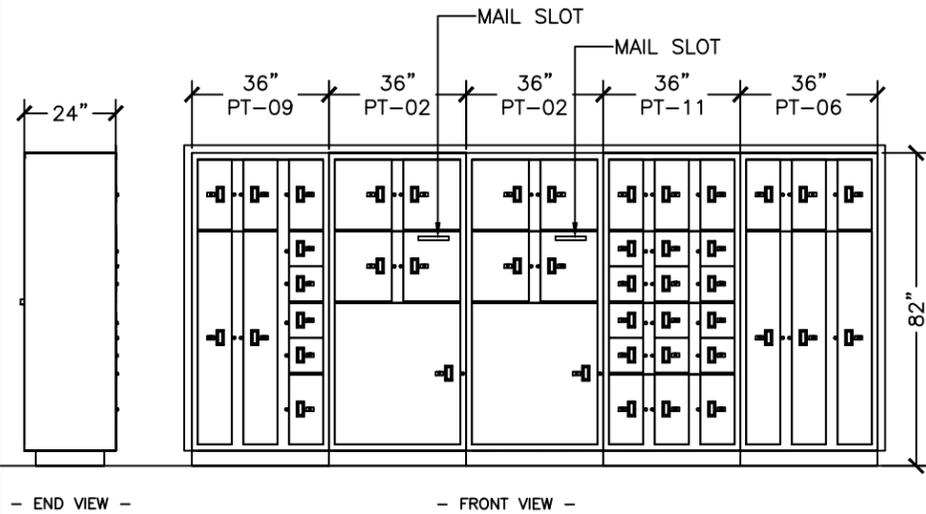
ELEVATIONS

DATE: 06-29-22
 DRAWN BY: LW/PG
 PROJECT NO: 30108 /29296
 JOB NO: -
 CONSULTANT: L.BORDA
 SCALE: 1/4" = 1'-0"

MS2.0

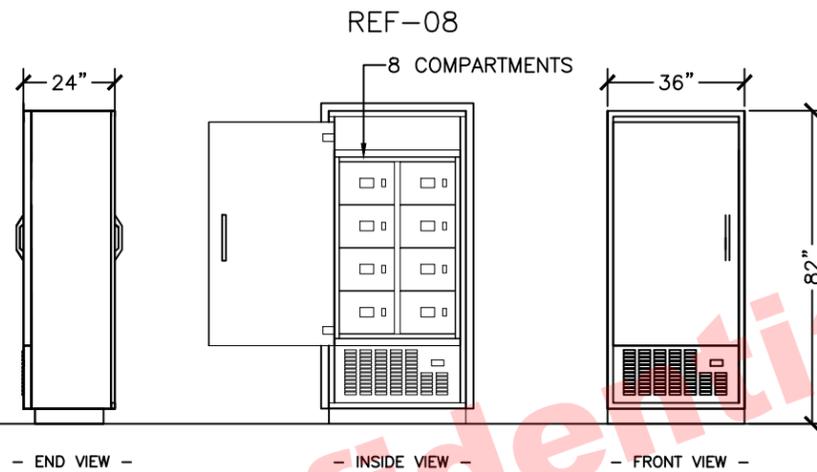
PT = PASS-THRU

This item previously purchased



PASS-THRU EVIDENCE LOCKERS

This item previously purchased



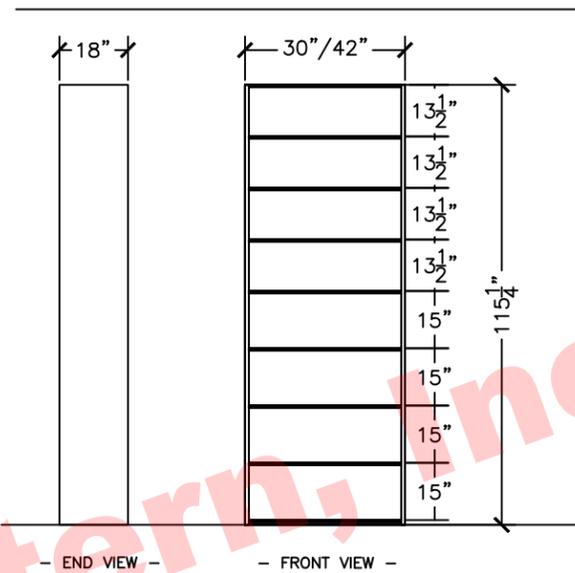
PASS-THRU REFRIGERATOR

Approved and reviewed by:

Initials: _____ Date: _____

This system is included in Proposal Addendum 29296 dated 12-22-2022

K



K TYPICAL ELEVATION - 4-POST



The Storage Solutions Group
Design Build • Storage Solutions • Records Management

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Project Address:

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PLACENTIA POLICE DEPARTMENT
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PLACENTIA, CA 92870

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ELEVATIONS

DATE: 06-29-22

DRAWN BY: LW/PG

PROJECT NO: 30108/29296

JOB NO: -

CONSULTANT: L.BORDA

SCALE: 1/4" = 1'-0"

MS2.1



100 Hunter Place
 Youngsville, NC 27596
 Phone: (919) 554-2244, (800) 356-7311
 Fax: (919) 554-2266, (800) 899-8181
 www.sirchie.com

Quote Number: 1023543
 Quote Date: 2/14/2022
 Prepared by: Philip Kovac
 Email: pkovac@sirchie.com
 Modified by: Philip Kovac
 RE: RFQ Carolina Torres
 FOB

Extended Sales Hours Monday - Friday, 8AM-7PM EST

QUOTE

Cust No: 0092870
Attention: Carolina Torres
Fax No.: (714) 961-0283
Phone No.: 714-993-8134

Bill to Address:
 Placentia Police Dept
 401 East Chapman Avenue
 Accounts Payable
 Placentia, CA 92870

Ship to Address:
 Placentia Police Dept
 401 East Chapman Avenue
 Carolina Torres
 Placentia, CA 92870

E-mail: ctorres@placentia.org

Qty	Description	Unit Price	Total
1	ACEVD60A 60x28x84 DRYSAFE, 2-unit Cabinet uses: 2-ACF300 - replaced every 24 months 2-ACFHEPA - replaced every 24 months 1-ACFPRE - 12/pack	\$11,130.00	\$11,130.00
1	ACEVD60AS 60x28x84 DRYSAFE, SINGLE The "S" on the end of this unit notes that it is a single unit instead of two separate chambers. The whole interior space is utilized as one area. Cabinet uses: 2-ACF300 - replaced every 24 months 2-ACFHEPA - replaced every 24 months 2-ACFPRE - 12/pack 2 Year Warranty for both Units. UPS Freight; 1,680lbs. Lead Time below	\$11,130.00	\$11,130.00

Payment Details

Terms: NET 30 DAYS
 Expected Delivery: 14-18 Weeks ARO
 Expiration: 4/29/22
 Federal ID No.: 26-1186682

Net Order: 22,260.00
 Less Discount: 0.00
 Shipping & Handling: 2,240.80
 Sales Tax: 1,947.76
Order Total: 26,448.56

Thank you for your continued interest in SIRCHIE products. When placing your order, please reference your quote number provided above. If you have any questions or concerns, please do not hesitate to call.

Signature: _____
 Philip Kovac

By placing this order, you are acknowledging you are a United States purchaser and agree not to ship products internationally and /or engage in a subsequent resale leading to the export of these items. Certain commodities cannot be exported from the United States without specific approval from the Department of Commerce (Part 730 et seq., U.S. Export Administration Regulations) and/or the Department of State (22 C.F.R. 120-130, ITAR). Diversion contrary to U.S. law is prohibited.



11/03/2022

Placentia Police Dept
401 East Chapman Avenue
Carolina Torres
Placentia CA 92870

SOLE SOURCE CERTIFICATION

Sirchie Acquisition Company, LLC hereby certifies that the *Air Clean Dry Safe Drying Cabinet ACEVD60A/ACEVD60AS*, as well as all related accessories including the main Carbon, HEPA and Pre-Filters are manufactured exclusively by Air Clean Systems of Raleigh, NC. Sirchie Acquisition Company, LLC is the sole and exclusive domestic distributor for the law enforcement market of these units and accessories for Air Clean Systems.

If you have any questions or concerns, please do not hesitate to contact me.

Regards,

Philip Kovac

Philip Kovac
Sales Account Representative

**100 Hunter Place
Youngsville, NC 27596
(800) 356-7311**



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF DEVELOPMENT SERVICES

DATE: FEBRUARY 21, 2023

SUBJECT: AMENDMENT NO. 4 TO PROFESSIONAL SERVICES AGREEMENT WITH CSG CONSULTANTS, INC. FOR PROVISION OF BUILDING INSPECTION, PERMIT TECHNICIAN AND PLAN CHECK AND INSPECTION SERVICES

FISCAL

IMPACT: REVENUE \$150,000 (102532-4160)
EXPENSES \$150,000 (102532-6290)

SUMMARY:

In July 2020, the City contracted with CSG Consultants Inc. ("CSG") to provide contract staffing services to perform fire plan check and inspection services related to development. In April 2021, Amendment No. 1 to the Professional Services Agreement was approved administratively increasing the annual consultant compensation to \$40,000. In May 2022, Amendment No. 2 to the Professional Services Agreement was approved administratively to extend the agreement to June 2023 and to include building inspection services. In June 2022, Amendment No. 3 to the Professional Services Agreement was approved by City Council to amend the Professional Services Agreement with CSG for contract staffing to include the following services as needed: building plan check, building inspection, building permit technician staffing, other building staffing as needed, and fire plan check and inspection services in an amount not to exceed \$100,000 per Fiscal Year ("FY"). The requested action would approve an amended Professional Services Agreement (Amendment No. 4) with CSG for a term ending June 30, 2024, for contract staffing to include the following services as needed: building plan check, building inspection, building permit technician staffing, other building and planning related staffing as needed, and plan check and inspection services in an amount not to exceed \$250,000 per Fiscal Year ("FY"), including the remainder of this Fiscal Year.

RECOMMENDATION:

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

1. Approve Amendment No. 4 to the Professional Services Agreement with CSG Consultants, Inc., to provide professional services as needed related to building plan check, building inspection, building permit technician staffing, other building and planning related staffing as needed, and plan check and inspection services for a term ending June 30, 2024; and

1.e.

Feb 21, 2023

2. Approve Resolution No. R-2023-10, A Resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2022-23 in compliance with City Charter of the City of Placentia §§ 1206 and 1209 pertaining to appropriations for actual expenditures; and
3. Authorize the City Administrator to approve up to two (2) additional one-year extensions pursuant to the terms of the subject Amendment No. 4 to the Professional Services Agreement with CSG; and
4. Authorize the City Administrator and/or his designee to execute the necessary documents, in a form approved by the City Attorney.

BACKGROUND:

With the establishment of the Placentia Fire and Life Safety Department in July 2020, Orange County Fire Association (OCFA) no longer performed fire plan check and fire inspection services related to development. Therefore, in July 2020, the City contracted with CSG Consultants Inc. ("CSG") to provide contract staffing services to perform fire plan check and inspection services related to development. That professional services agreement was approved administratively. Since that time, other consultant(s) were also brought under contract to perform similar services as needed, however, there is still a need for CSG to perform some limited fire plan check and inspection services related to development while the City's Fire Marshall gets acclimated with the City. At this time, the larger need for CSG's services is related to building inspection and other building related contract staffing needs due to current vacancies.

In April 2021, Amendment No. 1 to the Professional Services Agreement for CSG was approved administratively increasing the annual consultant compensation to \$40,000. This was based on the workload CSG was handling, and at the time, CSG was the City's primary fire consultant.

In May 2022, Amendment No. 2 to the Professional Services Agreement was approved administratively to extend the terms of the agreement to June 2023. This amendment also expanded the CSG scope of services to include building inspection services as the City Inspector is currently not available.

In June 2022, Amendment No. 3 to the Professional Services Agreement was approved by City Council to amend the Professional Services Agreement with CSG for contract staffing to include the following services as needed: building plan check, building inspection, building permit technician staffing, other building staffing as needed, and fire plan check and inspection services in an amount not to exceed \$100,000 per Fiscal Year ("FY").

The recommended actions would approve an amended Professional Services Agreement (Amendment No. 3) with CSG for a term ending June 30, 2024, for contract staffing to include the following services as needed: building plan check, building inspection, building permit technician staffing, other building and planning related staffing and fire plan check and inspection services as needed in an amount not to exceed \$250,000 per Fiscal Year ("FY"), including the remainder of this fiscal year.

DISCUSSION:

CSG is a full-service firm providing professional building, fire, engineering, planning and project management services including on-site planning and building consulting services for public agencies throughout California. They currently have offices and agreements for these services in Orange County and Statewide. CSG rates are competitive, if not less than the rates charged by other consultants providing similar staffing to other cities.

When the original PSA was approved with CSG in July 2020, Staff obtained quotes for the subject services from several firms to provide both fire plan check and inspection services and on-call building services. Based on that procurement process, the City entered into Agreements with both CSG and Transtech. CSG is unique in that they have been able to provide plan check, inspection, and staffing support for the city as needed. In addition, they also provide fire plan check and inspection services, as well as Planning related services.

Although there are other firms under contract to provide fire related plan check and inspection services, CSG provides those services as well as the needed building inspection and building staffing needs that have arisen. It should be noted that CSG continues to finish up the fire plan checks and inspections regarding projects already in process. All of the entirely new fire plan checks are being reviewed by other consultant(s) and will be reviewed by the in-house Fire Marshall once that individual starts with the City. The proposed agreement will be for a term ending June 30, 2024, with an option to extend for two additional one-year terms to be approved by the City Administrator.

FISCAL IMPACT:

It should be noted that while funds authorized under previous agreements with CSG have been exhausted, adequate funds are included in the FY 2022-23 budget. However, the agreement in place limits the funds that can be expended with CSG to \$100,000 per fiscal year. Due to a positive increase in building activity, the City anticipates generating more revenue than anticipated, which has been reflected in the current and proposed budgets. The revenue coming in for building and fire related development services will offset 100% of the costs incurred pursuant to the subject agreement. This amendment will allow the City to continue to provide services at a level that is demanded by our residents and the development community.

Prepared by:

Reviewed and approved:



Joseph M. Lambert
Director of Development Services



Jennifer Lampman
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Amendment No. 4 to Professional Services Agreement with CSG
 - a. Scope of Work/Fee Schedule
 - b. Professional Services Agreement and Amendment Nos. 3, 2, and 1
2. Resolution R-2023-10

**AMENDMENT NO. 4 TO
PROFESSIONAL SERVICES AGREEMENT
WITH CSG CONSULTANTS, INC.**

This Amendment No. 4 (“Amendment”) to Professional Services Agreement is made and entered into the 21st day of February 2023, by and between the CITY OF PLACENTIA, a Charter City and Municipal Corporation (“CITY”), and CSG CONSULTANTS, INC. (“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 July 1, 2020 through which CONSULTANT has been providing consulting services related to fire plan check and inspections. Amendment No. 1 to the agreement was approved on April 27, 2021 to authorize the CONSULTANT to increase the total compensation per fiscal year effective April 27, 2021. Amendment No. 2 to the agreement was approved on May 2, 2022, to authorize the CONSULTANT to perform Additional Services (on-call Building services) effective April 5, 2022, Amendment No. 3 to the agreement was approved on June 21, 2022, to authorize an increase in the total compensation per fiscal year and to authorize the CONSULTANT to perform Additional Services (on-call Building services) effective April 5, 2022.

(ii). The Parties now seek to amend the Agreement (Amendment No. 4) to authorize an increase in the total compensation per fiscal year and to authorize the CONSULTANT to perform Additional Services such as “providing other building and planning related staffing as needed.”

(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. Pursuant to Section 4, Paragraph 4.1 of the Agreement, the term of the Agreement is hereby amended to continue for a term ending June 30, 2024. The City Administrator is authorized to approve up to two additional one-year extensions pursuant to the terms of this Amendment No. 4 to the Professional Services Agreement.

2. Section 2, Paragraph 2.1 of the Agreement is hereby amended to say: Consultant shall be paid in accordance with the fee schedule set forth in **Exhibit “A”** of the Agreement effective February 21, 2023. Consultant’s total compensation shall not exceed Two Hundred-Fifty Thousand Dollars (\$250,000.00) per Fiscal Year.

3. Except as specifically modified herein, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

4. The Agreement, Amendment No. 4, together with Amendment No. 1 and Amendment No. 2, and Amendment No. 3 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. 4 shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees. Amendment No. 3, Amendment No. 2, Amendment No. 1 and the original Agreement are attached hereto as **Exhibit "B"**.

5. Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Amendment No. 4 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. 4 to the Consulting Services Agreement are to be executed as of the day and year first above written.

CONSULTANT

CITY OF PLACENTIA

By: _____

Name, Title

By: _____
Ward Smith,
Mayor

ATTEST:

Robert S. McKinnell,
City Clerk

APPROVED AS TO FORM:

By: _____
Christian L. Bettenhausen
City Attorney

MultiCover® - Without Medical Payments - CG 71 93 03 19

Policy Amendment(s) Commercial General Liability Coverage Form

Your Commercial General Liability Coverage Form is revised as follows:

1. Broadened Named Insured

A. SECTION II - WHO IS AN INSURED, item 3., is deleted and replaced by the following:

3. Any organization that you own at the inception of this policy, or newly acquire or form during the policy period, and over which you maintain during the policy period majority ownership or majority interest, will qualify as a Named Insured if:
 - a. There is no other similar insurance available to that organization; and
 - b. The first Named Insured shown in the Declarations has the responsibility of placing insurance for that organization; and
 - c. That organization is incorporated or organized under the laws of the United States of America.

However:

- (1) Coverage under this provision 3 is afforded only until the next occurring annual anniversary of the beginning of the policy period shown in the Declarations, or the end of the policy period, whichever is earlier; and
- (2) Coverage A does not apply to **bodily injury** or **property damage** that occurred before you acquired or formed the organization; and
- (3) Coverage B does not apply to **personal and advertising injury** arising out of an offense committed before you acquired or formed the organization.

B. SECTION II - WHO IS AN INSURED, the last paragraph, is deleted and replaced by the following:

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. However, this does not apply to a limited liability company that meets all of the conditions in Section II - Who Is An Insured, item 3., above.

2. Additional Insured

If an Additional Insured endorsement is attached to this policy that specifically names a person or organization as an additional insured, then this Section 2. Additional Insured does not apply to such person or organization.

SECTION II - WHO IS AN INSURED, subsection 2.e., is added as follows:

- e. Any person or organization is included as an additional insured, but only to the extent such person or organization is legally obligated to pay for **bodily injury, property damage or personal and advertising injury** caused by your acts or omissions. With respect to the insurance afforded to such additional insured, all of the following additional provisions apply:
 - (1) You have agreed in a written **insured contract** that such person or organization be added as an additional insured under this policy;
 - (2) The **bodily injury, property damage or personal and advertising injury** for which said person or organization is legally obligated to pay occurs subsequent to the execution of such **insured contract**;
 - (3) The most we will pay is the lesser of either the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or the limits of insurance required by the **insured contract**;
 - (4) The insurance afforded to such additional insured only applies to the extent permitted by law;

- (5) Such person or organization is an additional insured only with respect to:
- (a) Their ownership, maintenance, or use of that part of the premises, or land, owned by, rented to, or leased to you, except such person or organization is not an insured with respect to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization;
 - (b) Your ongoing operations performed for that insured;
 - (c) Their financial control of you, except such person or organization is not an insured with respect to structural alterations, new construction or demolition operations performed by or on behalf of such person or organization;
 - (d) The maintenance, operation or use by you of equipment leased to you by such person or organization;
 - (e) Operations performed by you or on your behalf and for which a state or political subdivision has issued a permit, provided such operations are not performed for such state or political subdivision, and are not included within the **products-completed operations hazard**; or
 - (f) Their liability as a grantor of a franchise to you.
- (6) This insurance does not apply to **bodily injury, property damage, personal and advertising injury, occurrence** or offense:
- (a) Which takes place at a particular premises after you cease to be a tenant of that premises;
 - (b) Which takes place after all work, including materials, parts or equipment furnished in connection with such work to be performed by or on behalf of the additional insured at the site of the covered operations, has been completed;
 - (c) Which takes place after that portion of **your work** out of which the injury or damage arises has been put to its intended use by any other person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project; or
 - (d) Which takes place after the expiration of any equipment lease to which (4)(d) above applies;
- (7) With respect to architects, engineers or surveyors, coverage does not apply to **bodily injury, property damage or personal and advertising injury** arising out of the rendering or failure to render any professional services by or for you, including:
- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; or
 - (b) Supervisory, inspection, architectural, or engineering services.

These exclusions apply even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the **occurrence** which caused the **bodily injury or property damage**, or the offense which caused the **personal or advertising injury**, involved the rendering of or the failure to render any professional services by or for you.

3. Additional Insured - Vendors

If an Additional Insured Vendors endorsement is attached to this policy that specifically names a person or organization as an additional insured, then this Section 3. Additional Insured - Vendors does not apply to that person or organization.

Unless the **products-completed operations hazard** is excluded from this policy, SECTION II - WHO IS AN INSURED, item 2.f. is added as follows:

- f. Any vendor of yours is included as an additional insured, but only with respect to **bodily injury or property damage** caused by **your products** which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

- (1) The insurance afforded such vendor 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, unless 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 by the vendor in full compliance with the manufacturer's written instructions at the vendor's premises in connection with the sale of the product;
 - (g) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (h) **Bodily injury** or **property damage** arising out of the liability of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf.
- (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;
- (3) The most we will pay is the lesser of either the amount of insurance available under the applicable Limits of Insurance shown in the Declarations or the limits of insurance required by the contract or agreement; and
- (4) The insurance afforded to such vendor only applies to the extent permitted by law.

4. **Additional Insured - Limited Primary and Noncontributory Provision**

The following is added as a second paragraph to Section IV Conditions, Condition 4. Other Insurance, following paragraph b.(2):

However, if you have added any person, organization or vendor of yours as an additional insured to this policy by way of this MultiCover® endorsement and have agreed in a written **insured contract** that this insurance is primary and non-contributory with other insurance available to that additional insured, this insurance is primary and we will not seek contribution from such additional insured's other insurance, provided that the additional insured is a Named Insured under such other insurance.

5. **Waiver of Subrogation**

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, item 8., is deleted and replaced by the following:

8. **Transfer of Rights of Recovery Against Others to Us and Blanket Waiver of Subrogation**
 - a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after the loss to impair those rights. At our request, the insured will bring **suit** or transfer those rights to us and help us enforce them.
 - b. If required by a written **insured contract** executed prior to the **occurrence** or offense, we waive any right of recovery we may have against any person or organization named in such **insured contract**, because of payments we make for injury or damage arising out of your operations or **your work** for that person or organization.

6. **Cancellation - 90 Days**

Common Policy Conditions endorsement IL0017, A. Cancellation, item 2.b. is deleted and replaced by the following:

- b. 90 days before the effective date of cancellation if we cancel for any other reason.

7. **Liberalization**

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, the following is added as an additional Condition:

Liberalization

If we adopt a change in our forms or rules which would broaden the coverage provided by any form that is a part of this policy without an extra premium charge, the broader coverage will apply to this policy. This extension is effective upon the approval of such broader coverage in your state.

8. **Fire, Explosion, Sprinkler Leakage, or Lightning Legal Liability Coverage**

- A. SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, the last paragraph, is deleted and replaced by the following:

Exclusions c. through n. do not apply to damage by fire, explosion, sprinkler leakage, or lightning to premises while:

- 1. Rented to you;
- 2. Temporarily occupied by you with the permission of the owner; or
- 3. Managed by you under a written agreement with the owner.

A separate limit of insurance applies to this coverage as described in Section III - LIMITS OF INSURANCE.

- B. SECTION III - LIMITS OF INSURANCE, item 6., is deleted and replaced by the following:

6. Subject to 5. above, the Damage to Premises Rented To You Limit shown in the Declarations, for **property damage** to any one premises while rented to you, or in the case of damage by fire, explosion, sprinkler leakage, or lightning while rented to you, temporarily occupied by you with the permission of the owner, or managed by you under a written agreement with the owner, is the greater of:

- a. \$1,000,000 Any One Premises; or
- b. The Damage To Premises Rented To You Limit shown in the Declarations.

- C. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance, b. Excess Insurance, (1)(a), items (i) and (iii), are deleted and replaced by the following:

- (i) That is Fire, Explosion, Sprinkler Leakage or Lightning insurance for premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner;
- (iii) That is insurance purchased by you to cover your liability as a tenant for **property damage** to premises rented to you, temporarily occupied by you with the permission of the owner, or managed by you under a written agreement with the owner; or

- D. SECTION V - DEFINITIONS, 9. **Insured Contract**, item a., is deleted and replaced by the following:

(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, explosion, sprinkler leakage, or lightning to premises while rented to you, temporarily occupied by you with permission of the owner, or managed by you under a written agreement with the owner, is not an **insured contract**;

9. **Damage to Invitees' Automobiles from Falling Trees or Tree Limbs - Limited Coverage**

This coverage applies to direct physical damage to automobiles owned by invitees subject to all of the following:

1. Provided such damage originates from trees on premises owned, managed, leased or rented by an insured;
2. Coverage applies only to invitees of an insured or an insured's tenant;
3. Such damage is directly caused by wind-driven falling trees or tree limbs;
4. The most we will pay for any one loss is the lowest of:
 - a. the actual cash value of the damaged automobile as of the time of the loss; or
 - b. the cost of repairing the damaged automobile; or
 - c. the cost of replacing the damaged automobile with another automobile of like kind and quality.

Regardless of the number of occurrences, losses or claims, this coverage is subject to a limit of \$25,000 in any one policy period;

5. This coverage is not subject to the General Liability General Aggregate Limit; and
6. We will make payments under this coverage without regard to fault.

10. Non-Owned or Chartered Watercraft

SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, item g. Aircraft, Auto, or Watercraft, item (2), is deleted and replaced by the following:

- (2) A watercraft you do not own that is:
- (a) Less than 51 feet long; and
 - (b) Not being used for public transportation or as a common carrier;

11. Chartered Aircraft

SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY, 2. Exclusions, g. Aircraft, Auto Or Watercraft, item (6), is added as follows:

- (6) An aircraft in which you have no ownership interest and that you have chartered with crew.

12. Coverage Territory - Broadened

SECTION V - DEFINITIONS, item 4.a., is deleted and replaced by the following:

- a. The United States of America (including its territories and possessions), Puerto Rico, Canada, Bermuda, the Bahamas, The Cayman Islands and the British Virgin Islands;

13. Personal and Advertising Injury - Contractual

Unless **personal and advertising injury** is excluded from this policy the following applies:

SECTION I - COVERAGES, COVERAGE B, 2. Exclusions, item e., is deleted.

14. Fellow Employee Coverage

SECTION II - WHO IS AN INSURED, 2.a., item (1) is deleted and replaced by the following:

- (1) **Personal and advertising injury:**

However, subsections (a), (b), (c) and (d) of item (1) remain unchanged.

15. Bodily Injury Definition - Broadened

SECTION V - DEFINITIONS, 3. **Bodily Injury** is deleted and replaced by the following:

Bodily injury means bodily injury, sickness or disease sustained by a person including death or mental anguish resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

16. Expected or Intended Injury - Amendment to Exclusion

SECTION I. Coverage A Bodily Injury and Property Damage Liability, 2. EXCLUSIONS, a. Expected or Intended Injury, is deleted and replaced by the following:

a. Expected or Intended Injury

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.

17. **Unintentional Failure to Disclose Hazards**

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, item 6. Representations, the following is added:

d. If you unintentionally fail to disclose any hazards existing at the inception date of this policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

18. **Supplementary Payments - Increased Limits**

SECTION I - COVERAGES, SUPPLEMENTARY PAYMENTS - COVERAGES A AND B, items 1.b. and 1.d., are deleted and replaced by the following:

b. The cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or **suit**, including substantiated loss of earnings up to \$500 a day because of time off from work.

19. **Duties in the Event of an Occurrence, Offense, Claim or Suit - Amended**

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, item 2.a. is deleted and replaced by the following:

(1) You must see to it that we or any licensed agent of ours are notified of a General Liability **occurrence** or offense which may result in a claim as soon as practicable after it becomes known to:

(a) You, if you are an individual;

(b) Your partner or member, if you are a partnership or joint venture;

(c) Your member, if you are a limited liability company;

(d) Your executive officer if you are an organization other than a partnership, joint venture or limited liability company; or

(e) Your authorized representative or insurance manager.

Knowledge of an **occurrence** or offense by persons other than those listed above does not imply that those listed above also have such knowledge.

(2) To the extent possible, notice should include:

(a) How, when and where the **occurrence** or offense took place;

(b) The names and addresses of any injured persons and witnesses; and

(c) The nature and location of any injury or damage arising out of the **occurrence** or offense.

20. **Non Employment Discrimination Liability**

Unless **personal and advertising injury** is excluded from this policy the following applies:

A. SECTION V - DEFINITIONS, 14. **Personal and advertising injury**, item h. is added as follows:

h. **Discrimination.**

B. SECTION V - DEFINITIONS, item 23. is added as follows:

23. **Discrimination** means the unlawful treatment of a person or class of persons because of their specific race, color, religion, gender, age, or national origin in comparison to one or more persons who are not members of the specified class.

C. SECTION I - COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY, 2. Exclusions, the following are added:

- q. **Discrimination** directly or indirectly related to the past employment, employment or prospective employment of any person or class of persons by any insured;
- r. **Discrimination** directly or indirectly related to the sale, rental, lease or sublease or prospective sale, rental, lease or sublease of any dwelling or permanent lodging by or at the direction of any insured;
- s. **Discrimination**, if insurance thereof is prohibited by law; or
- t. Fines, penalties, specific performance, or injunctions levied or imposed by a governmental entity, governmental code, law, or statute because of **discrimination**.

All other terms and conditions of the policy apply.

FleetCover® Endorsement – CA 70 18 10 14

Policy Amendment

**This Endorsement modifies insurance provided under the:
Business Auto Coverage Form
Motor Carrier Coverage Form**

A. Broadened Named Insured

Section II – Covered Autos Liability Coverage, A. Coverage, 1. Who Is An Insured, the following is added:

Any organization you own on the inception of this policy, or newly acquire or form during the policy period, and over which you maintain during the policy period, majority ownership or majority interest will qualify as a Named Insured if:

- (1) There is no other similar insurance available to that organization; and
- (2) The first Named Insured shown in the Declarations of this policy has the responsibility of placing insurance for that organization; and
- (3) The organization is incorporated or organized under the laws of the United States of America.

However:

- (a) Coverage under this provision is afforded only until the next occurring 12 month anniversary of the beginning of the policy period shown in the Declarations, or the end of the policy period, whichever is earlier; and
- (b) Coverage under this provision does not apply to **bodily injury** or **property damage** that results from an **accident** that occurred before you acquired or formed the organization; and
- (c) No person or organization is an **insured** with respect to any current or past partnership, or joint venture that is not shown as a Named Insured in the Declarations; and
- (d) Coverage under A.(1), (2) and (3) above does not apply to any organization that is covered as an **insured** under any other automobile liability insurance policy whose limits of insurance have been exhausted or whose insurer has become insolvent.

B. Broadened Who Is an Insured

1. Form CA0001 (if attached to this policy), Section II – Covered Autos Liability Coverage, A. Coverage, 1. Who Is An Insured, item b.(2) is deleted, and d. is added as follows:

d. Your **employee** while using his owned **auto**, or an **auto** owned by a member of his or her household, in your business or your personal affairs, provided you do not own, hire or borrow that **auto**.

2. Form CA0020 (if attached to this policy), Section II – Covered Autos Liability Coverage, A. Coverage, 1. Who Is An Insured, item b.(2) is deleted, and f. is added as follows:

f. Your **employee** or agent while using his owned **private passenger type auto**, or a **private passenger type auto** owned by a member of his or her household, in your business or personal affairs, provided you do not own, hire, or borrow that **auto**.

This form must be attached to Change Endorsement when issued after the policy is written.
One of the **Allianz Global Risks US Companies** as named in the policy.

C. Additional Insured Coverage and Waiver of Subrogation

1. Form CA0001 (if attached to this policy), Section II – Covered Autos Liability Coverage, A. Coverage, 1. Who Is An Insured, the following is added as item e.; and form CA0020 (if attached to this policy), Section II – Covered Autos Liability Coverage, A. Coverage, 1. Who Is An Insured; the following is added as item g.:

Any person or organization with respect to the operation, maintenance, or use, of a covered **auto**, provided that you and such person or organization have agreed under an expressed provision in a written **insured contract** or written agreement, or a written permit issued to you by a governmental or public authority, to add such person, organization, or governmental or public authority to this policy as an **insured**.

However, such person or organization is an **insured**:

- (1) Only with respect to the operation, maintenance, or use, of a covered **auto**; and
- (2) Only for **bodily injury** or **property damage** caused by an **accident** which takes place after:
 - (a) You executed the **insured contract** or written agreement; or
 - (b) The permit has been issued to you.

2. Form CA0001 (if attached to this policy), Section IV - Business Auto Conditions, A. Loss Conditions, item 5.; and form CA0020 (if attached to this policy), Section V - Motor Carrier Conditions, A. Loss Conditions, item 6.; the following is added:

Waiver of Subrogation

If required by a:

- a. Written **insured contract** or written agreement executed prior to the **accident**; or
- b. Written permit issued to you by a governmental or public authority prior to the **accident**;

we waive any right of recovery we may have against any person or organization named in such contract, agreement or permit, because of payments we make for injury or damage arising out of the ownership, maintenance or use of a covered **auto**.

D. Auto Medical Payments - Increased Limit

For each covered **auto** described in the Declarations or shown in the Schedule as having Auto Medical Payments Coverage, the Medical Payments Limit of Insurance for those **autos** is revised to the greater of:

1. \$5,000; or
2. The limit shown in the Declarations.

E. Hired Auto Physical Damage Coverage and Loss of Use Expenses

Hired Auto Physical Damage Coverage

If Physical Damage Coverage is provided by this policy on your owned covered **autos**, the following applies:

Any **auto** that you lease, hire, rent or borrow without a driver, will be covered under this policy for Physical Damage Coverage. However any such **auto**:

1. Will be covered only for the same Physical Damage Coverage that applies to your owned covered **autos**;
2. Will be subject to the same applicable deductible shown in the Declarations that applies to your most similar owned covered **auto**, except any Comprehensive Coverage deductible does not apply to **loss** caused by fire or lightning; and
3. The most we will pay for any one **loss** in any one **accident** is the lesser of the following:
 - a. Actual cash value of the damaged or stolen property as of the time of the **loss** as determined by us; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

In addition, we will pay costs and fees associated with such covered **loss** only for a maximum time period of seven days beginning with the date of **loss**, subject to a maximum of \$500.

However:

1. If form CA0001 is attached to this policy, this coverage does not apply to **autos** you lease, hire, rent or borrow from any of your **employees**, partners (if you are a partnership), members (if you are a limited liability company) or members of their households; and
2. If form CA0020 is attached to this policy, this coverage does not apply to any **private passenger type auto** you lease, hire, rent or borrow from any member of your household, any of your **employees**, partners (if you are a partnership), members (if you are a limited liability company), or agents or members of their households.

Hired Auto Loss of Use Expenses

Form CA0001 (if attached to this policy), Section III - Physical Damage Coverage, A. Coverage, 4. Coverage Extension, b. Loss of Use Expenses; and form CA0020 (if attached to this policy), Section IV - Physical Damage Coverage, A. Coverage, 4. Coverage Extension, b. Loss of Use Expenses; is deleted and replaced by the following:

- b. For Hired Auto Physical Damage, we will pay expenses for which an **Insured** becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:
 - (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered **auto**;
 - (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss is provided for any covered **auto**; or
 - (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered **auto**.

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$1,000.

F. Coverage Territory - Hired Auto

1. Form CA0001, (if attached to this policy), Section IV - Business Auto Conditions, B. General Conditions, 7. Policy Period, Coverage Territory, b.(5) is deleted and replaced by the following:

(5) Anywhere in the world if a covered **auto** of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 180 days or less,

2. Form CA0020 (if attached to this policy), Section V - Motor Carrier Conditions, B. General Conditions, 7. Policy Period, Coverage Territory, b.(5) is deleted and replaced by the following:

(5) Anywhere in the world if a covered **auto** of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 180 days or less,

G. Communication Equipment Coverage

Form CA0001 (if attached to this policy), Section III - Physical Damage Coverage, C. Limits of Insurance, Paragraph 1.b.; and form CA0020 (if attached to this policy), Section IV - Physical Damage Coverage, C. Limits of Insurance, Paragraph 1.b.; is deleted and replaced by the following:

- b. All electronic equipment that reproduces , receives or transmits audio, visual or data signals in any one **loss** is \$1,500, if, at the time of **loss**, such electronic equipment is:

H. Tapes, Records, CDs and DVD Coverage

The Physical Damage Coverage Section is amended as follows:

1. The exclusion referring to tapes, records, discs, or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment does not apply.
2. Under Comprehensive Coverage - Form CA0001 (if attached to this policy), Section III- Physical Damage Coverage, A. Coverage; and form CA0020 (if attached to this policy), Section IV- Physical Damage Coverage, A. Coverage; the following is added:

We will pay for **loss** to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- a. Are your property, or that of a family member; and
- b. Are in a covered **auto** at the time of a **loss**.

The most we will pay for **loss** is \$250. No deductible applies to this coverage.

I. Personal Effects Coverage

Form CA0001 (if attached to this policy), Section III - Physical Damage Coverage, A. Coverage, 4. Coverage Extensions; and form CA0020 (if attached to this policy), Section IV - Physical Damage Coverage, A. Coverage, 4. Coverage Extensions; item c. is added as follows:

c. Personal Effects Coverage

We will pay up to \$500 for **loss** for clothing items or other personal effects that are owned by an **insured** and are in an Owned **auto** at the time of a covered **loss**.

Personal Effects do not include audio visual or electronic devices, money, giftcards, securities, jewelry, or tools.

This coverage is excess over any other collectible insurance.

No deductible applies to this coverage.

J. Airbag Coverage

1. Form CA0001 (if attached to this policy), Section III - Physical Damage Coverage, B. Exclusions, 3.a.; and form CA0020 (if attached to this policy), Section IV - Physical Damage Coverage, B. Exclusions, 3.a.; the following is added:

However, mechanical breakdown does not mean the unintended discharge of an airbag, provided that any **loss** covered under this provision is excess over any other collectable insurance or warranty designed to cover such unintended discharge.

K. Rental Reimbursement

Form CA0001 (if attached to this policy), Section III - Physical Damage Coverage, A. Coverage, 4. Coverage Extensions; and form CA0020 (if attached to this policy), Section IV - Physical Damage Coverage, A. Coverage, 4. Coverage Extensions; item d. is added as follows:

d. Rental Reimbursement or Transportation Expenses

If **loss** occurs to a covered **auto** described or designated in the Declarations or Schedule and covered for Physical Damage Coverage, we will pay for rental expenses for the rental of a similar replacement **auto** and additional transportation expenses, incurred by you. This payment applies in addition to the otherwise applicable amount of each coverage you have on the covered **auto**. No deductible applies to this coverage. However:

- (1) We will pay only for those expenses incurred by you that begin 24 hours after the covered **loss**.

- (2) We will cease paying for those expenses, regardless of the policy's expiration date, at the earlier of the following dates:

- (a) The number of days reasonably required to repair or replace the covered **auto**. If **loss** is caused by theft, this number of days is added to the number of days it takes to locate and return the covered **auto** to you; or

- (b) 45 days from the date this coverage begins.

- (3) Our payment is limited to the lesser of the following amounts:

- (a) Necessary and actual expenses incurred by you; or

- (b) \$1,500.

- (4) This coverage does not apply while there are spare or reserve **autos** available to you for

your operations.

- (5) If **loss** results from the total theft of a covered **private passenger type auto** (if CA0020 is attached to this policy), or a covered private passenger **auto** (if CA0001 is attached to this policy), we will pay under this coverage only that amount of your covered rental expenses or additional transportation expenses which are not already provided for under the Physical Damage Coverage Extensions.

L. Extended Towing Coverage

1. Form CA0001 (if attached to this policy), Section III - Physical Damage Coverage, A. Coverage, 2. Towing, is deleted and replaced by the following:

2. Extended Towing

We will pay up to \$750 per disablement for towing and labor costs you incur each time your covered **auto** is disabled. However:

- a. All labor must be performed at the place of disablement; and
- b. If the covered **auto** is of the private passenger type, no deductible applies; and
- c. If the covered **auto** is not of the private passenger type, our obligation to pay will be reduced by a \$250 deductible per disablement.
- d. If the covered **auto** is not of the private passenger type and the disablement results from a **loss** covered under Section III - Physical Damage Coverage, A. Coverage, Paragraphs 1, a., b., or c., there is no separate deductible for the Extended Towing Coverage.

For purposes of this coverage, disablement means a breakdown of the covered **auto** including mechanical breakdown, engine failure, or tire blowout, where repairs cannot be made roadside and a tow is required to remove the auto from the roadway and to seek additional services and repair.

2. Form CA0020 (if attached to this policy), Section IV - Physical Damage Coverage, A. Coverage, 2. Towing - Private Passenger Autos, is deleted and replaced by the following:

2. Extended Towing

We will pay up to \$750 per disablement for towing and labor costs you incur each time your covered **auto** is disabled. However:

- a. All labor must be performed at the place of disablement; and
- b. If the covered **auto** is of the **private passenger type** no deductible applies; and
- c. If the covered **auto** is not of the **private passenger type** our obligation to pay will be reduced by a \$250 deductible per disablement.
- d. If the covered **auto** is not of the **private passenger type** and the disablement results from a **loss** covered under Section III - Physical Damage Coverage, A. Coverage, Paragraphs 1, a., b., or c., there is no separate deductible for the Extended Towing Coverage.

For purposes of this coverage, disablement means a breakdown of the covered **auto**

including mechanical breakdown, engine failure, or tire blowout, where repairs cannot be made roadside and a tow is required to remove the auto from the roadway and to seek additional services and repair.

M. Cancellation - 120 Days Notice

If we cancel this policy for any reason other than nonpayment of premium, we will mail or deliver to the first Named Insured at the last mailing address known to us, written notice of cancellation at least 120 days prior to the effective date of cancellation.

N. Supplementary Payments - Increased Limits

Section II - Liability Coverage, 2. Coverage Extensions, a. Supplementary Payments, items (2) and (4) are deleted and replaced by the following:

(2) Up to \$2,500 for the cost of bail bonds (including bonds for related traffic law violations) required because of an **accident** we cover. We do not have to furnish these bonds.

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

O. Duties in the Event of Accident, Claim, Suit or Loss - Amended

Form CA0001 (if attached to this policy) Section IV - Business Auto Conditions, A. Loss Conditions, item 2. a.; and form CA0020 (if attached to this policy) Section V - Motor Carrier Conditions, A. Loss Conditions, item 2. a.; is deleted and replaced by the following:

a. In the event of **accident**, claim, **suit** or **loss**, you must promptly notify us or our authorized representative when it becomes known to:

(1) You, if you are an individual;

(2) Your partner or member, if you are a partnership or joint venture;

(3) Your member, if you are a limited liability company;

(4) Your executive officer if you are an organization other than a partnership, joint venture or limited liability company; or

(5) Your authorized representative or insurance manager.

Knowledge of an **accident**, claim, **suit** or **loss** by other persons does not imply that the persons listed above have such knowledge.

Notice should include:

(1) How, when and where the **accident** or **loss** occurred; and

(2) The **insured's** name and address; and

(3) To the extent possible, the names and address of any injured persons and witnesses.

P. Unintentional Failure to Disclose Hazards

Form CA0001 (if attached to this policy), Section IV - Business Auto Conditions, B. General

Conditions, item 2.; and form CA0020 (if attached to this policy), Section V - Motor Carrier Conditions, B. General Conditions, item 2.; the following is added:

However, if you unintentionally fail to disclose any hazards existing at the inception date of this policy, we will not deny coverage under this Coverage Form because of such failure. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Q. Fellow Employee Coverage

Section II - Liability Coverage, B. Exclusions, 5. Fellow Employee, the following is added:

However, this exclusion does not apply if the **bodily injury** results from the use of a covered **auto** you own or hire, and provided that any coverage under this provision only applies in excess over any other collectible insurance.

R. Limited Mexico Coverage

WARNING

AUTO ACCIDENTS IN MEXICO ARE SUBJECT TO THE LAWS OF MEXICO ONLY - NOT THE LAWS OF THE UNITED STATES OF AMERICA. THE REPUBLIC OF MEXICO CONSIDERS ANY AUTO ACCIDENT A CRIMINAL OFFENSE AS WELL AS A CIVIL MATTER.

IN SOME CASES THE COVERAGE PROVIDED HERE MAY NOT BE RECOGNIZED BY THE MEXICAN AUTHORITIES AND WE MAY NOT BE ALLOWED TO IMPLEMENT THIS COVERAGE AT ALL IN MEXICO. YOU SHOULD CONSIDER PURCHASING AUTO COVERAGE FROM A LICENSED MEXICAN INSURANCE COMPANY BEFORE DRIVING IN MEXICO.

THIS ENDORSEMENT DOES NOT APPLY TO ACCIDENTS OR LOSSES WHICH OCCUR OUTSIDE OF 25 MILES FROM THE BORDER OF THE UNITED STATES OF AMERICA.

Form CA0001 (if attached to this policy), Section IV - Business Auto Conditions, B. General Conditions, item 7.; and form CA0020 (if attached to this policy), Section V - Motor Carrier Conditions, B. General Conditions, item 7.; the following is added:

The coverage territory is extended to include Mexico, but only:

- a. For **accidents** or **losses** occurring within 25 miles of the United States border; and
- b. For trips into Mexico of 10 days or less; and
- c. If the covered **auto** is principally garaged and principally used in the United States; and
- d. If the **insured** is a resident of the United States.

If a **loss** to a covered **auto** occurs in Mexico, we pay for such **loss** in the United States. If the covered **auto** must be repaired in Mexico in order to be driven, we will not pay for more than the actual cash value of such **loss** as determined by us at the nearest United States point where the repairs can be made.

Any insurance provided under this provision will be excess over any other collectible insurance.

S. Extended Glass Coverage

Form CA0001 (if attached to this policy), Section III - Physical Damage Coverage, A. Coverage, item 3.a.; and form CA0020 (if attached to this policy), Section IV - Physical Damage Coverage, A. Coverage, item 3.a.; is deleted and replaced by the following:

- a. Glass breakage. If glass must be replaced, the deductible will be \$100 or the deductible shown in the Declarations, whichever is less. If glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

T. Broadened Definition of Bodily Injury

Form CA0001 (if attached to this policy), Section V - Definitions, item C.; and Form CA0020 (if attached to this policy), SECTION VI - DEFINITIONS, item C.; is deleted and replaced by the following:

- C. **Bodily Injury** means bodily injury, sickness or disease sustained by a person including death or mental anguish resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

U. Customer Lease or Loan Physical Damage Coverage Extension

Form CA0001 (if attached to this policy), Section III - Physical Damage Coverage, C. Limit Of Insurance; and form CA0020 (if attached to this policy), Section IV - Physical Damage Coverage, C. Limits Of Insurance; item 4. is added as follows:

4. If your covered owned **auto** is:

- (1) Shown in the Schedule and designated as covered for Physical Damage Coverage; and
- (2) Shown in this policy as having a loss payee or additional-insured-lessor; and
- (3) Incurs a covered total **loss**;
we will pay the greater of:
 - (a) The actual cash value, as determined by us, of the damaged or stolen property as of the time of the total **loss**; or
 - (b) The **outstanding indebtedness** under the initial finance agreement for the covered **auto** and its equipment.

As used here, **outstanding indebtedness** means the amount you owe on the finance agreement at the time of total **loss**:

- (i) Less any amounts representing taxes, overdue payments, penalties, interest, or charges resulting from overdue payments, additional mileage, excess wear and tear, or lease termination fees; and
- (ii) Less any administrative costs or overhead fees assessed by the finance company who has leased the covered **auto** to you; and
- (iii) Less security deposits not returned by the lessor; and
- (iv) Less costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

(v) Less carry-over balances from previous loans or leases.

V. Two or More Deductibles

1. Section III - Physical Damage Coverage, D. Deductible, of form CA0001 (if attached to this policy), the following is added:

If another Allianz Global Risks US Insurance Company policy or coverage form that is not an automobile policy or coverage form applies to the same **accident** or **loss**, the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the lesser of (or least) deductible, it will be waived.
- (2) If the deductible under this Business Auto Coverage Form is not the lesser, (or least) deductible, it will be reduced by the amount of the lesser (or least) deductible.

2. Section IV - Physical Damage Coverage, D. Deductible, of form CA0020 (if attached to this policy), the following is added:

If another Allianz Global Risks US Insurance Company policy or coverage form that is not an automobile policy or coverage form applies to the same **accident** or **loss**, the following applies:

- (1) If the deductible under this Business Auto Coverage Form is the lesser of (or least) deductible, it will be waived.
- (2) If the deductible under this Business Auto Coverage Form is not the lesser, (or least) deductible, it will be reduced by the amount of the lesser (or least) deductible.

All other terms and conditions of the policy remain unchanged.

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.

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

The additional premium for this endorsement shall be 2.00% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization	Job Description	Associated Job Premium
Blanket Waiver of Subrogation as required by written contract.		

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

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

Endorsement Effective **12/04/2022**
Insured **CSG Consultants, Inc.**

Policy No. **SCW0239532201**
Insurance Company **National Surety Corporation**

Endorsement No.
Premium

Countersigned By _____

EXHIBIT "A" TO AMENDMENT NO. 4



3707 W. Garden Grove Boulevard, Suite 100
 Orange, CA 92868
 phone 714.568.1010
 fax 714.568.1028
www.csgegr.com

June 1, 2020
 Joe Lambert
 Director of Development Services
 City of Placentia
 401 E. Chapman Avenue
 Placentia, CA 92870

Re: Rate Schedule for Fire Plan Check & Inspection Services

CSG Consultants, Inc. (CSG) is pleased to present our rate schedule for fire plan check and inspection services to the City of Placentia (City).

With our local office in Orange and our headquarters in Foster City, we can, given reasonable lead time, be available for meetings at the City's offices. **Jason Walsh** will serve as the primary contact for this contract. His contact information is as follows:

Jason Walsh | *Fire Services Supervisor*
 3707 W. Garden Grove Boulevard, Suite 100, Orange, CA 92868
 714.568.1010 phone | 714.262.5462 cell | jasonw@csgegr.com

FEE SCHEDULE

Fees charged to the City will be based on the following hourly rates.

ROLE	HOURLY RATE
Fire Plan Check	\$115
Fire Inspections	\$115
Overtime Rate	1.5 x Hourly Rate

ESTIMATED PLAN CHECK TIMES

Below are review time estimates for typical fire plan checks.

PROJECT TYPE	ESTIMATED PLAN REVIEW HOURS
DEVELOPMENT REVIEW	
Planning Case(s)/Fire Master Plans	2 Hours
ARCHITECTURAL: TENANT IMPROVEMENT - COMMERCIAL	
0-50,000ft ²	1 Hour
50,000ft ² -100,000ft ²	2 Hours
>100,000ft ²	3 Hours
ARCHITECTURAL: NEW CONSTRUCTION- COMMERCIAL/MFD/SFD	
0-50,000ft ²	2 Hours
50,000ft ² -100,000ft ²	3 Hours
>100,000ft ²	4 Hours



3707 W. Garden Grove Boulevard, Suite 100
Orange, CA 92868
phone 714.568.1010
fax 714.568.1028
www.csgr.com

FIRE PROTECTION & SUPPRESSION SYSTEMS	
Fire Service Main (Underground)	1 Hour
Fixed-Fire Suppression Systems	1.5 Hours
Fire Sprinkler Systems up to 100 Heads	1.5 Hours
Fire Sprinkler Systems 100-300 Heads	2.5 Hours
Fire Sprinkler Systems >300 Heads	4 Hours
Fire Sprinkler 13D/SFR	1 Hour
Fire Sprinklers 13R/MFD Up To 200 Heads	2 Hours
Fire Sprinklers 13R/MFD >200 Heads	3 Hours
Fire Alarm Up To 25 Devices	1.5 Hours
Fire Alarm 25-75 Devices	2 Hours
Fire Alarm >75 Devices	3 Hours
MISCELLANEOUS PLAN REVIEW	
High-Pile Storage	2 Hours
Hazardous Materials/Special Processes	2 Hours

Please feel free to contact any of our client references provided on the following page.

If you have any questions, please contact Mr. Walsh. We greatly look forward to the opportunity to provide fire plan check and inspection services to the City of Placentia.

Sincerely,

Khoa Duong, PE
Vice President

PROPOSAL TO THE

City of Placentia

FOR

On-Call Building Inspection Services

FEE PROPOSAL

PREPARED BY

CSG Consultants, Inc.

March 15, 2022

3707 W. Garden Grove Boulevard, Suite 100, Orange, CA 92868
phone 714.568.1010 | fax 714.568.1028 | www.csgegr.com

Orange • Foster City • Pleasanton • San Jose • Sacramento • Newman • Fresno



Employee-Owned

Fee Schedule

CSG’s fee schedule for building inspection services is provided in the table below.

REVIEW TYPE / ROLE	ALL INCLUSIVE FEE / HOURLY RATE
Certified Building Inspector	\$95
Certified Commercial Building Inspector	\$105
Overtime Hourly Rates	1.5 x Hourly Rate

All hourly rates include overhead costs including, but not limited to, salaries, benefits, Workers Compensation Insurance, travel and office expenses. Should the scope of work change, or circumstances develop which necessitate special handling, CSG will notify the City prior to proceeding. CSG will mail an invoice at the beginning of every month for services rendered during the previous month. On each anniversary of the contract start date, CSG will initiate a rate increase based on change in CPI for the applicable region.

CSG Consultants Fee Schedule



Employee-Owned

City of Placentia Building Permit Technician Services

June 15, 2022

CSG's current hourly rates for the requested services are provided in the table below.

ROLE	ALL INCLUSIVE HOURLY RATE
Permit Technician	\$79
Overtime	1.5 x Hourly Rate

All hourly rates include overhead costs including, but not limited to, salaries, benefits, Workers Compensation Insurance, and office expenses. Should the scope of work change or circumstances develop which necessitate special handling, CSG will notify the City prior to proceeding. On July 1 of each year following the contract start year, CSG will initiate a rate increase based on the change in CPI for the applicable region. CSG will invoice monthly for services rendered during the prior month. Unless otherwise agreed, payment terms are 30-days from receipt of invoice.

Hourly Rate Schedule

CSG's fee schedule for Planning personnel is provided in the table below.

PERSONNEL / ROLE	HOURLY RATE
Planning Technician	\$115
Assistant Planner	\$135
Associate Planner	\$150
Senior Planner	\$165
Principal Planner	\$180
Planning Manager	\$205
Planning Director	\$220
Assistant Environmental Planner	\$140
Associate Environmental Planner	\$155
Senior Environmental Planner	\$170
Environmental Director	\$205
Sustainability Programs Analyst	\$155
Sustainability Programs Manager	\$195
Principal-in-Charge	\$225

All hourly rates include overhead costs including, but not limited to, salaries, benefits, Workers Compensation Insurance, travel and office expenses. Overtime work will be billed at 1.5x the hourly rates indicated in the table above. On July 1 of each year following the contract start year, CSG will initiate a rate increase based on change in CPI for the applicable region. CSG will deliver an invoice every month for services rendered during the prior month.

**AMENDMENT NO. 3 TO
PROFESSIONAL SERVICES AGREEMENT
WITH CSG CONSULTANTS, INC.**

This Amendment No. 3 ("Amendment") to Professional Services Agreement is made and entered into the 21st day of June 2022, by and between the CITY OF PLACENTIA, a Charter City and Municipal Corporation ("CITY"), and CSG CONSULTANTS, INC. ("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 July 1, 2020 through which CONSULTANT has been providing consulting services related to fire plan check and inspections. Amendment No. 1 to the agreement was approved on April 27, 2021 to authorize the CONSULTANT to increase the total compensation per fiscal year effective April 27, 2021. Amendment No. 2 to the agreement was approved on May 2, 2022 to authorize the CONSULTANT to perform Additional Services (on-call Building services) effective April 5, 2022.

(ii). The Parties now seek to amend the Agreement (Amendment No. 3) to authorize an increase in the total compensation per fiscal year and to authorize the CONSULTANT to perform Additional Services as described in attached **Exhibit "A"**.

(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. Pursuant to Section 4, Paragraph 4.1 of the Agreement, the term of the Agreement is hereby amended to continue for a term ending June 30, 2023. The City Administrator is authorized to approve up to two additional one-year extensions pursuant to the terms of this Amendment No. 3 to the Professional Services Agreement.

2. Section 2, Paragraph 2.1 of the Agreement is hereby amended to say: Consultant shall be paid in accordance with the fee schedule set forth in **Exhibit "A"** of the Agreement effective June 21, 2022. Consultant's total compensation shall not exceed One Hundred-Thousand Dollars (\$100,000.00) per Fiscal Year.

3. Except as specifically modified herein, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

4. The Agreement, Amendment No. 3, together with Amendment No. 1 and 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. 3 shall be binding unless executed in writing by both Parties hereto, or their respective successors,

assigns, or grantees. Amendment No. 2, Amendment No. 1 and the original Agreement are attached hereto as **Exhibit "B"**.

5. Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Amendment No. 3 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. 3 to the Consulting Services Agreement are to be executed as of the day and year first above written.

CONSULTANT

CITY OF PLACENTIA

By: _____

Name, Title

By: _____
Rhonda Shader,
Mayor

ATTEST:

Robert S. McKinnell,
City Clerk

APPROVED AS TO FORM:

By: _____
Christian L. Bettenhausen
City Attorney



3707 W. Garden Grove Boulevard, Suite 100
 Orange, CA 92868
 phone 714.568.1010
 fax 714.568.1028
 www.csgegr.com

June 1, 2020
 Joe Lambert
 Director of Development Services
 City of Placentia
 401 E. Chapman Avenue
 Placentia, CA 92870

Re: Rate Schedule for Fire Plan Check & Inspection Services

CSG Consultants, Inc. (CSG) is pleased to present our rate schedule for fire plan check and inspection services to the City of Placentia (City).

With our local office in Orange and our headquarters in Foster City, we can, given reasonable lead time, be available for meetings at the City's offices. **Jason Walsh** will serve as the primary contact for this contract. His contact information is as follows:

Jason Walsh | Fire Services Supervisor
 3707 W. Garden Grove Boulevard, Suite 100, Orange, CA 92868
 714.568.1010 phone | 714.262.5462 cell | jasonw@csgegr.com

FEE SCHEDULE

Fees charged to the City will be based on the following hourly rates.

ROLE	HOURLY RATE
Fire Plan Check	\$115
Fire Inspections	\$115
Overtime Rate	1.5 x Hourly Rate

ESTIMATED PLAN CHECK TIMES

Below are review time estimates for typical fire plan checks.

PROJECT TYPE	ESTIMATED PLAN REVIEW HOURS
DEVELOPMENT REVIEW	
Planning Case(s)/Fire Master Plans	2 Hours
ARCHITECTURAL: TENANT IMPROVEMENT - COMMERCIAL	
0-50,000ft ²	1 Hour
50,000ft ² -100,000ft ²	2 Hours
>100,000ft ²	3 Hours
ARCHITECTURAL: NEW CONSTRUCTION- COMMERCIAL/MFD/SFD	
0-50,000ft ²	2 Hours
50,000ft ² -100,000ft ²	3 Hours
>100,000ft ²	4 Hours



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FIRE PROTECTION & SUPPRESSION SYSTEMS	
Fire Service Main (Underground)	1 Hour
Fixed-Fire Suppression Systems	1.5 Hours
Fire Sprinkler Systems up to 100 Heads	1.5 Hours
Fire Sprinkler Systems 100-300 Heads	2.5 Hours
Fire Sprinkler Systems >300 Heads	4 Hours
Fire Sprinkler 13D/SFR	1 Hour
Fire Sprinklers 13R/MFD Up To 200 Heads	2 Hours
Fire Sprinklers 13R/MFD >200 Heads	3 Hours
Fire Alarm Up To 25 Devices	1.5 Hours
Fire Alarm 25-75 Devices	2 Hours
Fire Alarm >75 Devices	3 Hours
MISCELLANEOUS PLAN REVIEW	
High-Pile Storage	2 Hours
Hazardous Materials/Special Processes	2 Hours

Please feel free to contact any of our client references provided on the following page.

If you have any questions, please contact Mr. Walsh. We greatly look forward to the opportunity to provide fire plan check and inspection services to the City of Placentia.

Sincerely,

Khoa Duong, PE
Vice President

PROPOSAL TO THE

City of Placentia

FOR

On-Call Building Inspection Services

FEE PROPOSAL

PREPARED BY

CSG Consultants, Inc.

March 15, 2022

3707 W. Garden Grove Boulevard, Suite 100, Orange, CA 92868
phone 714.568.1010 | fax 714.568.1028 | www.csgegr.com

Orange • Foster City • Pleasanton • San Jose • Sacramento • Newman • Fresno



Employee-Owned

Fee Schedule

CSG’s fee schedule for building inspection services is provided in the table below.

REVIEW TYPE / ROLE	ALL INCLUSIVE FEE / HOURLY RATE
Certified Building Inspector	\$95
Certified Commercial Building Inspector	\$105
Overtime Hourly Rates	1.5 x Hourly Rate

All hourly rates include overhead costs including, but not limited to, salaries, benefits, Workers Compensation Insurance, travel and office expenses. Should the scope of work change, or circumstances develop which necessitate special handling, CSG will notify the City prior to proceeding. CSG will mail an invoice at the beginning of every month for services rendered during the previous month. On each anniversary of the contract start date, CSG will initiate a rate increase based on change in CPI for the applicable region.

CSG Consultants Fee Schedule



Employee-Owned

City of Placentia Building Permit Technician Services

June 15, 2022

CSG's current hourly rates for the requested services are provided in the table below.

ROLE	ALL INCLUSIVE HOURLY RATE
Permit Technician	\$79
Overtime	1.5 x Hourly Rate

All hourly rates include overhead costs including, but not limited to, salaries, benefits, Workers Compensation Insurance, and office expenses. Should the scope of work change or circumstances develop which necessitate special handling, CSG will notify the City prior to proceeding. On July 1 of each year following the contract start year, CSG will initiate a rate increase based on the change in CPI for the applicable region. CSG will invoice monthly for services rendered during the prior month. Unless otherwise agreed, payment terms are 30-days from receipt of invoice.

**AMENDMENT NO. 2 TO
PROFESSIONAL SERVICES AGREEMENT
WITH CSG CONSULTANTS, INC.**

This Amendment No. 2 (“Amendment”) to Professional Services Agreement is made and entered into the 2nd day of May 2022, by and between the CITY OF PLACENTIA, a Charter City and Municipal Corporation (“CITY”), and CSG CONSULTANTS, INC. (“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 July 1, 2020 through which CONSULTANT has been providing consulting services as more fully explained in the Scope of Services attached to Exhibit “B” (the original agreement and Scope of Work dated July 1, 2020). Amendment No. 1 to the agreement was approved on April 27, 2021 to authorize the CONSULTANT to perform Additional Services as described in attached Exhibit “A” effective April 27, 2021

(ii). The Parties now seek to amend the Agreement (Amendment No. 2) to authorize the CONSULTANT to perform Additional Services as described in attached Exhibit “C” (on-call Building services) effective April 5, 2022.

(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. Pursuant to Section 4, Paragraph 4.1 of the Agreement, the term of the Agreement is hereby amended to continue for a term ending June 30, 2023.

2. Section 2, Paragraph 2.1 of the Agreement is hereby amended to say: Consultant shall be paid in accordance with the fee schedule set forth in Exhibit “A” and Exhibit “C” of the Agreement effective April 5, 2022. Consultant’s total compensation shall not exceed Forty-Thousand Dollars (\$40,000.00) per Fiscal Year.

3. Chapter 2.08.120 of the Placentia Municipal Code (PMC) states: “In accordance with the provisions of Section 605 of the Charter of the city of Placentia and California Government Code Section 40602, the city council hereby delegates to and authorizes the city administrator to enter into and execute, on behalf of the city, contracts, rental agreements and use agreements which are revenue generating or revenue neutral including, but not limited to: short-term rental or use agreements regarding city facilities such as meeting rooms, halls, buildings and similar areas; storage and parking services; contracts for employment within the exempt service pursuant to Section 2.24.050 and for which funds have been budgeted; right of entry agreements.”

The Agreement and this Amendment 1 to the Agreement between the City and Consultant is revenue neutral, therefore, pursuant to the PMC, the City Administrator has the authority to authorize additional services and additional payment to consultant.

4. Pursuant to the terms of Section 2, Paragraph 2.2 of the Agreement, the City Administrator or designee is hereby authorized to approve a Change Order for such additional services.

5. Except as specifically modified herein, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

6. The Agreement, together with Amendment No. 1 and 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.

7. 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: Cyrus Kianpour
Name, Title

CITY OF PLACENTIA

By: [Signature]
Joseph M. Lambert,
Director of Development Services

By: [Signature]
Damien R. Arrula,
City Administrator

ATTEST:
[Signature]
Robert S. McKinnell,
City Clerk

APPROVED AS TO FORM:
By: [Signature]
Christian L. Bettenhausen
City Attorney

Exhibit A
Amendment No. 1
Scope of Service



3707 W. Garden Grove Boulevard, Suite 100
 Orange, CA 92868
 phone 714.568.1010
 fax 714.568.1028
 www.csgengr.com

June 1, 2020
 Joe Lambert
 Director of Development Services
 City of Placentia
 401 E. Chapman Avenue
 Placentia, CA 92870

Re: Rate Schedule for Fire Plan Check & Inspection Services

CSG Consultants, Inc. (CSG) is pleased to present our rate schedule for fire plan check and inspection services to the City of Placentia (City).

With our local office in Orange and our headquarters in Foster City, we can, given reasonable lead time, be available for meetings at the City's offices. **Jason Walsh** will serve as the primary contact for this contract. His contact information is as follows:

Jason Walsh | Fire Services Supervisor
 3707 W. Garden Grove Boulevard, Suite 100, Orange, CA 92868
 714.568.1010 phone | 714.262.5462 cell | jasonw@csgengr.com

FEE SCHEDULE

Fees charged to the City will be based on the following hourly rates.

ROLE	HOURLY RATE
Fire Plan Check	\$115
Fire Inspections	\$115
Overtime Rate	1.5 x Hourly Rate

ESTIMATED PLAN CHECK TIMES

Below are review time estimates for typical fire plan checks.

PROJECT TYPE	ESTIMATED PLAN REVIEW HOURS
DEVELOPMENT REVIEW	
Planning Case(s)/Fire Master Plans	2 Hours
ARCHITECTURAL: TENANT IMPROVEMENT - COMMERCIAL	
0-50,000ft ²	1 Hour
50,000ft ² -100,000ft ²	2 Hours
>100,000ft ²	3 Hours
ARCHITECTURAL: NEW CONSTRUCTION- COMMERCIAL/MFD/SFD	
0-50,000ft ²	2 Hours
50,000ft ² -100,000ft ²	3 Hours
>100,000ft ²	4 Hours



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FIRE PROTECTION & SUPPRESSION SYSTEMS	
Fire Service Main (Underground)	1 Hour
Fixed-Fire Suppression Systems	1.5 Hours
Fire Sprinkler Systems up to 100 Heads	1.5 Hours
Fire Sprinkler Systems 100-300 Heads	2.5 Hours
Fire Sprinkler Systems >300 Heads	4 Hours
Fire Sprinkler 13D/SFR	1 Hour
Fire Sprinklers 13R/MFD Up To 200 Heads	2 Hours
Fire Sprinklers 13R/MFD >200 Heads	3 Hours
Fire Alarm Up To 25 Devices	1.5 Hours
Fire Alarm 25-75 Devices	2 Hours
Fire Alarm >75 Devices	3 Hours
MISCELLANEOUS PLAN REVIEW	
High-Pile Storage	2 Hours
Hazardous Materials/Special Processes	2 Hours

Please feel free to contact any of our client references provided on the following page.

If you have any questions, please contact Mr. Walsh. We greatly look forward to the opportunity to provide fire plan check and inspection services to the City of Placentia.

Sincerely,

Khoa Duong, PE
Vice President

Below is Transtech's current Standard SCHEDULE OF HOURLY RATES for all staff classifications.

Rates are average, negotiable and can be modified to establish a fee for each assignment based on the specific project's scope, when such projects are identified by the City.



TRANSTECH ENGINEERS, INC.
SCHEDULE OF HOURLY RATES
Effective through June 30, 2021

ENGINEERING	
Field Technician	\$67
Engineering Technician	\$88
Assistant CAD Drafter	\$103
Senior CAD Drafter	\$124
Associate Designer	\$129
Senior Designer	\$140
Design Project Manager	\$171
Assistant Engineer	\$109
Staff Engineer	\$134
Associate Civil Engineer	\$134
Senior Civil Engineer	\$171
Traffic Analyst Technician	\$88
Associate Traffic Analyst	\$103
Senior Traffic Analyst	\$140
Professional Transportation Planner	\$160
Traffic Engineer Technician	\$88
Associate Traffic Engineer	\$134
Traffic Engineer	\$150
Senior Traffic Engineer	\$171
Project Manager	\$160
Senior Project Manager	\$171
Deputy City Engineer	\$150
Senior City Engineer	\$171
Principal Engineer	\$186

CONSTRUCTION MANAGEMENT	
Labor Compliance Analyst	\$129
Funds Coordinator	\$129
Utility Coordinator	\$145
Office Engineer	\$119
Construction Inspector	\$124
Senior Construction Inspector	\$140
Construction Manager	\$171
Resident Engineer	\$171
PUBLIC WORKS INSPECTION	
Public Works Inspector	\$124
Senior Public Works Inspector	\$140
Supervising PW Inspector	\$145
SURVEY AND MAPPING	
Survey Analyst	\$124
Senior Survey Analyst	\$129
2 Man Survey Crew	\$297
Survey & Mapping Specialist	\$171
Licensed Land Surveyor	\$186
FUNDING & GRANT WRITING	
Funds Analyst	\$109
Senior Funds Analyst	\$129
Graphic & Rendering Designer	\$119
Grant Writer	\$129
Funds & Grant Project Manager	\$160

BUILDING & SAFETY	
Permit Technician	\$67
Building Inspector	\$93
Senior Building Inspector	\$103
Plans Examiner/Checker	\$140
Plan Check Engineer	\$150
CASp Plan Checker	\$160
Deputy Building Official	\$150
Building Official	\$160
Administrative/Clerical	\$67
PLANNING	
Community Development Technician	\$67
Planning Technician	\$67
Assistant Planner	\$103
Associate Planner	\$119
Senior Planner	\$129
Planning Manager	\$145
ADMINISTRATIVE STAFF	
Administrative/Clerical	\$67
Project Accountant	\$83

The above fees will be increased each year July 1st automatically by the percentage change Los Angeles-Long Beach-Anaheim California Consumer Price Index-All Urban Consumers ("CPI-U") for the preceding twelve-month period as calculated for February by the U.S. Department of Labor Bureau of Labor Statistics and published by the United States Bureau of Labor Statistic.

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
WITH CSG CONSULTANTS, INC.**

This Amendment No. 1 ("Amendment") to Professional Services Agreement is made and entered into effective the 27th day of April 2021, by and between the CITY OF PLACENTIA, a Charter City and Municipal Corporation ("CITY"), and CSG CONSULTANTS, INC. ("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 July 1, 2020 through which CONSULTANT has been providing consulting services as more fully explained in the Scope of Services attached to Exhibit "B" (the original agreement and Scope of Work dated July 1, 2020).

(ii). The Parties now seek to amend the Agreement (Amendment No. 1) to authorize the CONSULTANT to perform Additional Services as described in attached Exhibit "A" effective April 27, 2021.

(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. Pursuant to Section 4, Paragraph 4.1 of the Agreement, the term of the Agreement is hereby amended to continue for a term ending June 30, 2022, with the option for the City Administrator to approve two (2) additional one-year extensions, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

2. Section 2, Paragraph 2.1 of the Agreement is hereby amended to say: Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A" of the Agreement effective July 1, 2020. Consultant's total compensation shall not exceed Forty-Thousand Dollars (\$40,000.00) per Fiscal Year.

3. Chapter 2.08.120 of the Placentia Municipal Code (PMC) states: "In accordance with the provisions of Section 605 of the Charter of the city of Placentia and California Government Code Section 40602, the city council hereby delegates to and authorizes the city administrator to enter into and execute, on behalf of the city, contracts, rental agreements and use agreements which are revenue generating or revenue neutral including, but not limited to: short-term rental or use agreements regarding city facilities such as meeting rooms, halls, buildings and similar areas; storage and parking services; contracts for employment within the exempt service pursuant to Section 2.24.050 and for which funds have been budgeted; right of entry agreements."

The Agreement and this Amendment 1 to the Agreement between the City and Consultant is revenue neutral, therefore, pursuant to the PMC, the City Administrator has the authority to authorize additional services and additional payment to consultant.

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7. Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Amendment No. 1 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. 1 to the Consulting Services Agreement are to be executed as of the day and year first above written.

CONSULTANT

CITY OF PLACENTIA

By: Cyrus Kianpour
Name, Title

By: 
Joseph M. Lambert,
Director of Development Services

By: 
Damien R. Arrula,
City Administrator

ATTEST:

Robert S. McKinnell,
City Clerk

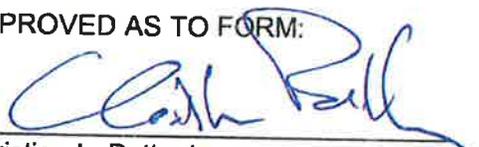
APPROVED AS TO FORM:
By: 
Christian L. Bettenhausen
City Attorney

Exhibit A
Amendment No. 1
Scope of Service



3707 W. Garden Grove Boulevard, Suite 100
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June 1, 2020
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Khoa Duong, PE
Vice President

Below is Transtech's current Standard SCHEDULE OF HOURLY RATES for all staff classifications.

Rates are average, negotiable and can be modified to establish a fee for each assignment based on the specific project's scope, when such projects are identified by the City.



TRANSTECH ENGINEERS, INC.
SCHEDULE OF HOURLY RATES
 Effective through June 30, 2021

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Office Engineer	\$119
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Senior Construction Inspector	\$140
Construction Manager	\$171
Resident Engineer	\$171
PUBLIC WORKS INSPECTION	
Public Works Inspector	\$124
Senior Public Works Inspector	\$140
Supervising PW Inspector	\$145
SURVEY AND MAPPING	
Survey Analyst	\$124
Senior Survey Analyst	\$129
2 Man Survey Crew	\$297
Survey & Mapping Specialist	\$171
Licensed Land Surveyor	\$186
FUNDING & GRANT WRITING	
Funds Analyst	\$109
Senior Funds Analyst	\$129
Graphic & Rendering Designer	\$119
Grant Writer	\$129
Funds & Grant Project Manager	\$160

BUILDING & SAFETY	
Permit Technician	\$67
Building Inspector	\$93
Senior Building Inspector	\$103
Plans Examiner/Checker	\$140
Plan Check Engineer	\$150
CASp Plan Checker	\$160
Deputy Building Official	\$150
Building Official	\$160
Administrative/Clerical	\$67
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ADMINISTRATIVE STAFF	
Administrative/Clerical	\$67
Project Accountant	\$83

The above fees will be increased each year July 1st automatically by the percentage change Los Angeles-Long Beach-Anaheim California Consumer Price Index-All Urban Consumers ("CPI-U") for the preceding twelve-month period as calculated for February by the U.S. Department of Labor Bureau of Labor Statistics and published by the United States Bureau of Labor Statistic.

Exhibit B
Original Agreement
With Original Scope of Service

Design Professionals Template

**CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH
CSG Consultants, Inc.**

THIS AGREEMENT is made and entered into this 1st day of July, 2020 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and CSG Consultants, Inc., a California corporation] ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to perform plan check and inspection services related to development and fire & life safety, as more fully described herein; and

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

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

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

satisfactory, City in its discretion has the right to:

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

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

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

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

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

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

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A". Consultant's total compensation shall not exceed Twenty-Five Thousand Dollars (\$25,000.00).

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 thirty (30) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

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

3.0. TIME OF PERFORMANCE

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

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

control of a party. If a delay beyond the control of the Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 24 months, ending on June 30, 2022, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

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

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

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

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

5.0. INSURANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6.0. GENERAL PROVISIONS

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

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

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

Agreement.

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

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

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

IF TO CONSULTANT:

CSG Consultants, Inc.
3707 W. Garden Grove Blvd.
Suite 100
Orange CA 92868
Tel: (714) 568-1010
Cell: (714) 262-5462
Attn: Jason Walsh, Fire Services Supervisor

IF TO CITY:

City of Placentia
401 E. Chapman Ave.
Placentia, CA 92870
Tel: (714) 993-8124
Fax: (714) 961-0283
Attn: Joe Lambert, Director of
Development Services

AND

CSG Consultants, Inc.
550 Pilgrim Drive
Foster City, CA 94404
Attn: Cyrus Kianpour, President

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

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

in the event of such action.

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

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

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

6.10. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant

shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

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

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

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

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

6.14. Conflict of Interest. Consultant and its officers, employees, associates and subconsultants, if any, will comply with all conflict of interest statutes of the State of California applicable to Consultant's services under this agreement, including, but not limited to, the

Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Consultant and its officers, employees, associates and subconsultants shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Consultant is not currently performing work that would require Consultant or one of its officers, employees, associates or subconsultants to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

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

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

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

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

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

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

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

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

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

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

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

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

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

CITY OF PLACENTIA,
A municipal corporation



City Administrator

Date: 07/27/20

ATTEST:



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

CONSULTANT



Signature

Date: 7/9/20_____

Cyrus Khanpour, President

Name and Title

91-2053749

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

Kathya M. Firlak for

Christian L. Bettenhausen, City Attorney

Date: 7/13/2020_____

APPROVED AS TO INSURANCE:



Rosanna Ramirez, Risk Management

Date: 7-21-2020_____

APPROVED AS TO CONTENT:



Project Manager

Date: 7/13/20_____

DEPARTMENTAL APPROVAL



Name, Title

Date: 7/13/20_____

CONSULTANT



Signature

Date: 7/9/20

Cyrus Khanpour, President
Name and Title

91 - 2053749
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

Via DocuSign

Christian L. Bettenhausen, City Attorney

Date: 7/13/20

APPROVED AS TO INSURANCE:

Rosanna Ramirez, Risk Management

Date: _____

APPROVED AS TO CONTENT:



Project Manager

Date: 7/13/20

DEPARTMENTAL APPROVAL



Name, Title

Date: 7/13/20

EXHIBIT A
CONSULTANT'S PROPOSAL AND SCOPE OF WORK

EXHIBIT B
CERTIFICATES OF INSURANCE AND ENDORSEMENTS



3707 W. Garden Grove Boulevard, Suite 100
 Orange, CA 92868
 phone 714.568.1010
 fax 714.568.1028
 www.csgegr.com

June 1, 2020
 Joe Lambert
 Director of Development Services
 City of Placentia
 401 E. Chapman Avenue
 Placentia, CA 92870

Re: Rate Schedule for Fire Plan Check & Inspection Services

CSG Consultants, Inc. (CSG) is pleased to present our rate schedule for fire plan check and inspection services to the City of Placentia (City).

With our local office in Orange and our headquarters in Foster City, we can, given reasonable lead time, be available for meetings at the City's offices. **Jason Walsh** will serve as the primary contact for this contract. His contact information is as follows:

Jason Walsh | *Fire Services Supervisor*
 3707 W. Garden Grove Boulevard, Suite 100, Orange, CA 92868
 714.568.1010 phone | 714.262.5462 cell | jasonw@csgegr.com

FEE SCHEDULE

Fees charged to the City will be based on the following hourly rates.

ROLE	HOURLY RATE
Fire Plan Check	\$115
Fire Inspections	\$115
Overtime Rate	1.5 x Hourly Rate

ESTIMATED PLAN CHECK TIMES

Below are review time estimates for typical fire plan checks.

PROJECT TYPE	ESTIMATED PLAN REVIEW HOURS
DEVELOPMENT REVIEW	
Planning Case(s)/Fire Master Plans	2 Hours
ARCHITECTURAL: TENANT IMPROVEMENT - COMMERCIAL	
0-50,000ft ²	1 Hour
50,000ft ² -100,000ft ²	2 Hours
>100,000ft ²	3 Hours
ARCHITECTURAL: NEW CONSTRUCTION- COMMERCIAL/MFD/SFD	
0-50,000ft ²	2 Hours
50,000ft ² -100,000ft ²	3 Hours
>100,000ft ²	4 Hours



FIRE PROTECTION & SUPPRESSION SYSTEMS	
Fire Service Main (Underground)	1 Hour
Fixed-Fire Suppression Systems	1.5 Hours
Fire Sprinkler Systems up to 100 Heads	1.5 Hours
Fire Sprinkler Systems 100-300 Heads	2.5 Hours
Fire Sprinkler Systems >300 Heads	4 Hours
Fire Sprinkler 13D/SFR	1 Hour
Fire Sprinklers 13R/MFD Up To 200 Heads	2 Hours
Fire Sprinklers 13R/MFD >200 Heads	3 Hours
Fire Alarm Up To 25 Devices	1.5 Hours
Fire Alarm 25-75 Devices	2 Hours
Fire Alarm >75 Devices	3 Hours
MISCELLANEOUS PLAN REVIEW	
High-Pile Storage	2 Hours
Hazardous Materials/Special Processes	2 Hours

Please feel free to contact any of our client references provided on the following page.

If you have any questions, please contact Mr. Walsh. We greatly look forward to the opportunity to provide fire plan check and inspection services to the City of Placentia.

Sincerely,

Khoa Duong, PE
Vice President



3707 W. Garden Grove Boulevard, Suite 100
Orange, CA 92868
phone 714.568.1010
fax 714.568.1028
www.csngenr.com

References

Our track record of success with our clients is outstanding and we encourage you to contact our references with any questions you may have. The following is a partial list of references for which CSG has provided services similar to those requested by the City.

City of Hemet

Scott Brown

Fire Chief
510 E. Florida Avenue
Hemet, CA 92543
(951) 765-2455
sbrown@cityofhemet.org

*Building & Fire Plan Review and Inspection Services,
Fire Marshal Services*
2013—Ongoing

Orange County Fire Authority

Tim Kerbrat

Deputy Fire Marshal
1 Fire Authority Road
Irvine, CA 92602
(714) 573-6100
timothykerbrat@ocfa.org

Fire Plan Review Services
2013—Ongoing

City of Sacramento

Jason Lee

Fire Marshal, Sacramento Fire Department
5770 Freeport Blvd., Suite 200
Sacramento, CA 95822
(916) 808-1620
jalee@sfd.cityofsacramento.org

Fire Plan Review & Counter Services
2012 – Ongoing

City of Cathedral City

Paul Wilson

Fire Chief
32100 Desert Vista Rd
Cathedral City, CA 92234
(760) 777-8200
pwilson@cathedralcity.gov

Building and Fire Plan Review Services
2007—Ongoing

City of Moreno Valley Fire

Doug Bloom

Assistant Fire Marshal
14177 Frederick Street
Moreno Valley, CA 92553
(951) 413-3370
dougb@moval.org

Building & Fire Plan Review Services
2017—Ongoing



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/26/2020

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

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

PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of CA, Inc. LIC #0726293 1255 Battery Street, Suite 450 San Francisco CA 94111	CONTACT NAME: PHONE (A/C, No, Ext): 415-536-8617 FAX (A/C, No): 415-536-8627 E-MAIL ADDRESS: certrequests@ajg.com															
	INSURED CSG Consultants, Inc. 550 Pilgrim Drive Foster City, CA 94404	CSGCONS-01	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Arch Insurance Company</td> <td>11150</td> </tr> <tr> <td>INSURER B : Redwood Fire and Casualty Insurance Co</td> <td>11673</td> </tr> <tr> <td>INSURER C : Zurich American Insurance Company of IL</td> <td>27855</td> </tr> <tr> <td>INSURER D : Travelers Property Casualty Co of America</td> <td>25674</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Arch Insurance Company	11150	INSURER B : Redwood Fire and Casualty Insurance Co	11673	INSURER C : Zurich American Insurance Company of IL	27855	INSURER D : Travelers Property Casualty Co of America	25674	INSURER E :		INSURER F :
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COVERAGES

CERTIFICATE NUMBER: 54457109

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
C	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	CPO-7414724-00	2/2/2020	12/4/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 No Ded \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	CPO-7414724-00	2/2/2020	12/4/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ No Ded \$
D	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	ZUP-21P37869-20-NF	2/2/2020	12/4/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	CSWC036787	12/4/2019	12/4/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER No Ded E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability retro date: 1/1/1991	Y		PAAEP0008804	12/4/2019	12/4/2020	Each Claim \$5,000,000 Aggregate \$5,000,000 Deductible: \$50,000

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

The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are included as additional insureds on a Primary & Non-Contributory basis on General Liability and 30 Day Notice of Cancellation per attached. Waiver of Subrogation on WC and 30 Day Notice of Cancellation on Professional per attached. Contractual Liability on Auto and Professional & 30 Day Notice of Cancellation on WC is not available.

CERTIFICATE HOLDER

City of Placentia
 401 E Chapman Ave
 Placentia CA 92801

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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ZURICH[®]

General Liability Supplemental Coverage Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem.	Return Prem.
CPO-7414724-00	02/02/2020	12/04/2020	N/A		N/A	N/A

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

The following changes apply to this Coverage Part. However, endorsements attached to this Coverage Part will supersede any provisions to the contrary in this General Liability Supplemental Coverage Endorsement.

A. Broadened Named Insured

1. The following is added to Section II – Who Is An Insured:

Any organization of yours, other than a partnership or joint venture, which is not shown in the Declarations, and over which you maintain an ownership interest of more than 50% of such organization as of the effective date of this Coverage Part, will qualify as a Named Insured. However, such organization will not qualify as a Named Insured under this provision if it:

- a. Is newly acquired or formed during the policy period;
- b. Is also an insured under another policy, other than a policy written to apply specifically in excess of this Coverage Part; or
- c. Would be an insured under another policy but for its termination or the exhaustion of its limits of insurance.

Each such organization remains qualified as a Named Insured only while you maintain an ownership interest of more than 50% in the organization during the policy period.

2. The last paragraph of Section II – Who Is An Insured does not apply to this provision to the extent that such paragraph would conflict with this provision.

B. Newly Acquired or Formed Organizations as Named Insureds

1. Paragraph 3. of Section II – Who Is An Insured is replaced by the following:

- 3. Any organization you newly acquire or form during the policy period, other than a partnership or joint venture, and over which you maintain an ownership interest of more than 50% of such organization, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:**
 - a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

An additional premium will apply in accordance with our rules and rates in effect on the date you acquired or formed the organization.

2. The last paragraph of Section II – Who Is An Insured does not apply to this provision to the extent that such paragraph would conflict with this provision.

C. Insured Status – Employees

Paragraph 2.a.(1) of Section II – Who Is An Insured is replaced by the following:

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 either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "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.

However:

Paragraphs (1)(a) and (1)(d) do not apply to your "employees" or "volunteer workers", who are not employed by you or volunteering for you as health care professionals, for "bodily injury" arising out of "Good Samaritan Acts" while the "employee" or "volunteer worker" is performing duties related to the conduct of your business.

"Good Samaritan Acts" mean any assistance of a medical nature rendered or provided in an emergency situation for which no remuneration is demanded or received.

Paragraphs (1)(a), (b) and (c) do not apply to any "employee" designated as a supervisor or higher in rank, with respect to "bodily injury" to co-"employees". As used in this provision, "employees" designated as a supervisor or higher in rank means only "employees" who are authorized by you to exercise direct or indirect supervision or control over "employees" or "volunteer workers" and the manner in which work is performed.

D. Additional Insureds – Lessees of Premises

1. Section II – Who Is An Insured is amended to include as an additional insured any person(s) or organization(s) who leases or rents a part of the premises you own or manage who you are required to add as an additional insured on this policy under a written contract or written agreement, but only with respect to liability arising out of your ownership, maintenance or repair of that part of the premises which is not reserved for the exclusive use or occupancy of such person or organization or any other tenant or lessee.

This provision does not apply after the person or organization ceases to lease or rent premises from you.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
 - b. Will not be broader than that which you are required by the written contract or written agreement to provide for such additional insured.
2. With respect to the insurance afforded to the additional insureds under this endorsement, the following is added to Section III – Limits Of Insurance:

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

- a. Required by the written contract or written agreement referenced in Subparagraph **D.1.** above (of this endorsement); or
- b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

This Paragraph **D.** shall not increase the applicable Limits of Insurance shown in the Declarations.

E. Additional Insured – Vendors

1. The following change applies if this Coverage Part provides insurance to you for "bodily injury" and "property damage" included in the "products-completed operations hazard":

Section II – **Who Is An Insured** is amended to include as an additional insured any person or organization (referred to throughout this Paragraph **E.** as vendor) who you have agreed in a written contract or written agreement, prior to loss, to name as an additional insured, 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:

However, the insurance afforded to such vendor:

- a. Only applies to the extent permitted by law; and
 - b. Will not be broader than that which you are required by the written contract or written agreement to provide for such vendor.
2. With respect to the insurance afforded to these vendors, the following additional exclusions apply:
 - a. The insurance afforded the vendor does not apply to:
 - (1) "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;
 - (2) Any express warranty unauthorized by you;
 - (3) Any physical or chemical change in the product made intentionally by the vendor;
 - (4) 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;
 - (5) 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;
 - (6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - (7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - (8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:
 - (a) The exceptions contained in Subparagraphs (4) or (6); or
 - (b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
 - b. 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.
 - c. This insurance does not apply to any of "your products" for which coverage is excluded under this Coverage Part.

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

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

- a. Required by the written contract or written agreement referenced in Subparagraph E.1. above (of this endorsement); or
- b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

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

F. Additional Insured – Managers, Lessors or Governmental Entity

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

- a. Your acts or omissions; or
- b. The acts or omission of those acting on your behalf; and
resulting directly from:
 - a. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit;
 - b. Ownership, maintenance, occupancy or use of premises by you; or
 - c. Maintenance, operation or use by you of equipment leased to you by such person or organization.

However, the insurance afforded to such additional insured:

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

2. This provision does not apply:

- a. Unless the written contract or written agreement has been executed, or the permit has been issued, prior to the "bodily injury", "property damage" or offense that caused "personal and advertising injury";
- b. To any person or organization included as an insured under Paragraph 3. of Section II – Who Is An Insured;
- c. To any lessor of equipment if the "occurrence" or offense takes place after the equipment lease expires;
- d. To any:
 - (1) Owners or other interests from whom land has been leased by you; or
 - (2) Managers or lessors of premises, if:
 - (a) The "occurrence" or offense takes place after the expiration of the lease or you cease to be a tenant in that premises;
 - (b) The "bodily injury", "property damage" or "personal and advertising injury" arises out of the structural alterations, new construction or demolition operations performed by or on behalf of the manager or lessor; or
 - (c) The premises are excluded under this Coverage Part.

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

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

- a. Required by the written contract or written agreement referenced in Subparagraph F.1. above (of this endorsement); or

b. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

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

G. Damage to Premises Rented or Occupied by You

1. The last paragraph under Paragraph 2. **Exclusions** of Section I – **Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions c. through n. do not apply to damage by "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner. A separate Damage To Premises Rented To You Limit of Insurance applies to this coverage as described in Section III – Limits Of Insurance.

2. Paragraph 6. of Section III – **Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises while rented to you, or in the case of damage by one or more "specific perils" to any one premises, while rented to you or temporarily occupied by you with permission of the owner.

H. Broadened Contractual Liability

The "insured contract" definition under the **Definitions** Section is replaced by the following:

"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 "specific perils" to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- 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", "property damage", or "personal and advertising injury" arising out of the offenses of false arrest, detention or imprisonment, 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. 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 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

(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 Paragraph (1) above and supervisory, inspection, architectural or engineering activities.

I. Definition – Specific Perils

The following definition is added to the **Definitions** Section:

"Specific perils" means:

- a. Fire;
- b. Lightning;
- c. Explosion;

- d. Windstorm or hail;
- e. Smoke;
- f. Aircraft or vehicles;
- g. Vandalism;
- h. Weight of snow, ice or sleet;
- i. Leakage from fire extinguishing equipment, including sprinklers; or
- j. Accidental discharge or leakage of water or steam from any part of a system or appliance containing water or steam.

J. Limited Contractual Liability Coverage – Personal and Advertising Injury

1. Exclusion e. of Section I – **Coverage B – Personal And Advertising Injury Liability** is replaced by the following:

2. Exclusions

This insurance does not apply to:

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement.

This exclusion does not apply to:

- (1) Liability for damages that the insured would have in the absence of the contract or agreement; or

- (2) Liability for "personal and advertising injury" if:

- (a) The "personal and advertising injury" arises out of the offenses of false arrest, detention or imprisonment;
- (b) The liability pertains to your business and is assumed in a written contract or written agreement in which you assume the tort liability of another. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement; and
- (c) The "personal and advertising injury" occurs subsequent to the execution of the written contract or written agreement.

Solely for purposes of liability so assumed in such written contract or written agreement, reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "personal and advertising injury" described in Paragraph (a) above, provided:

- (i) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same written contract or written agreement; and
- (ii) Such attorney 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.

2. Paragraph 2.d. of Section I – **Supplementary Payments – Coverages A and B** is replaced by the following:

- d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

3. The following is added to the paragraph directly following Paragraph 2.f. of Section I – **Supplementary Payments – Coverages A and B**:

Notwithstanding the provisions of Paragraph 2.e.(2) of Section I – **Coverage B – Personal And Advertising Injury Liability**, such payments will not be deemed to be damages for "personal and advertising injury" and will not reduce the limits of insurance.

K. Supplementary Payments

The following changes apply to **Supplementary Payments – Coverages A and B**:

Paragraphs 1.b. and 1.d. are replaced by the following:

- b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. 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.

L. Broadened Property Damage

1. Property Damage to Contents of Premises Rented Short-Term

The paragraph directly following Paragraph (6) in Exclusion j. of Section I – **Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to premises (other than damage by "specific perils"), including "property damage" to the contents of such premises, rented to you under a rental agreement for a period of 14 or fewer consecutive days. A separate Limit of Insurance applies to Damage to Premises Rented to You as described in Section III – Limits Of Insurance.

2. Elevator Property Damage

- a. The following is added to Exclusion j. of Section I – **Coverage A – Bodily Injury And Property Damage Liability**:

Paragraphs (3) and (4) of this exclusion do not apply to "property damage" arising out of the use of an elevator at premises you own, rent or occupy.

- b. The following is added to Section III – **Limits Of Insurance**:

Subject to Paragraph 5. above, the most we will pay under Coverage A for damages because of "property damage" to property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy is \$25,000 per "occurrence".

3. Property Damage to Borrowed Equipment

- a. The following is added to Exclusion j. of Section I – **Coverage A – Bodily Injury And Property Damage Liability**:

Paragraph (4) of this exclusion does not apply to "property damage" to equipment you borrow from others at a jobsite.

- b. The following is added to Section III – **Limits Of Insurance**:

Subject to Paragraph 5. above, the most we will pay under Coverage A for damages because of "property damage" to equipment you borrow from others is \$25,000 per "occurrence".

M. Expected or Intended Injury or Damage

Exclusion a. of Section I – **Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

a. Expected Or Intended Injury Or Damage

"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.

N. Definitions – Bodily Injury

The "bodily injury" definition under the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death sustained by that person which results from that bodily injury, sickness or disease.

O. Insured Status – Amateur Athletic Participants

Section II – **Who Is An Insured** is amended to include as an insured any person you sponsor while participating in amateur athletic activities. However, no such person is an insured for:

- a. "Bodily injury" to:

(1) Your "employee", "volunteer worker" or any person you sponsor while participating in such amateur athletic activities; or

- (2) You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company) while participating in such amateur athletic activities; or
- b. "Property damage" to property owned by, occupied or used by, rented to, in the care, custody or control of, or over which the physical control is being exercised for any purpose by:
 - (1) Your "employee", "volunteer worker" or any person you sponsor; or
 - (2) You, any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

P. Non-Owned Aircraft, Auto and Watercraft

Exclusion **g.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability** is replaced by the following:

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. 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 "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons for a charge;
- (3) 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;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) An aircraft that is hired or chartered by you or loaned to you, with a paid and licensed crew, and is not owned in whole or in part by an insured; or
- (6) "Bodily injury" or "property damage" arising out of:
 - (a) 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 law where it is licensed or principally garaged; or
 - (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

Q. Definitions – Leased Worker, Temporary Worker and Labor Leasing Firm

- 1. The "leased worker" and "temporary worker" definitions under the **Definitions** Section are replaced by the following:

"Leased worker" means a person leased to you by a "labor leasing firm" under a written 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".

"Temporary worker" means a person who is furnished to you to support or supplement your work force during "employee" absences, temporary skill shortages, upturns or downturns in business or to meet seasonal or short-term workload conditions. "Temporary worker" does not include a "leased worker".

- 2. The following definition is added to the **Definitions** Section:

"Labor leasing firm" means any person or organization who hires out workers to others, including any:

- a. Employment agency, contractor or services;
- b. Professional employer organization; or

- c. Temporary help service.

R. Definition – Mobile Equipment

Paragraph f. of the "mobile equipment" definition under the **Definitions** Section is replaced by the following:

- f. Vehicles not described in Paragraph 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, exceeding a combined gross vehicle weight of 1000 pounds, are not "mobile equipment" but will be considered "autos":

- (1) Equipment 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.

S. Definitions – Your Product and Your Work

The "your product" and "your work" definitions under the **Definitions** Section are replaced by the following:

"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, use, handling, maintenance, operation or safety 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.

"Your work":

- a. Means:

- (1) Work, services or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work, services or operations.

- b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance, use, handling, maintenance, operation or safety of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.

T. Priority Condition

The following paragraph is added to Section III – Limits Of Insurance:

In the event a claim is made or "suit" is brought against more than one insured seeking damages because of "bodily injury" or "property damage" caused by the same "occurrence" or "personal and advertising injury" caused by the same offense, we will apply the Limits of Insurance in the following order:

- (a) You;
- (b) Your "executive officers", partners, directors, stockholders, members, managers (if you are a limited liability company) or "employees"; and
- (c) Any other insured in any order that we choose.

U. Duties in the Event of Occurrence, Offense, Claim or Suit Condition

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

Notice of an "occurrence" or of an offense which may result in a claim under this insurance or notice of a claim or "suit" shall be given to us as soon as practicable after knowledge of the "occurrence", offense, claim or "suit" has been reported to any insured listed under Paragraph 1. of Section II – Who Is An Insured or an "employee" authorized by you to give or receive such notice. Knowledge by other "employees" of an "occurrence", offense, claim or "suit" does not imply that you also have such knowledge.

In the event that an insured reports an "occurrence" to the workers compensation carrier of the Named Insured and this "occurrence" later develops into a General Liability claim, covered by this Coverage Part, the insured's failure to report such "occurrence" to us at the time of the "occurrence" shall not be deemed to be a violation of this Condition. You must, however, give us notice as soon as practicable after being made aware that the particular claim is a General Liability rather than a Workers Compensation claim.

V. Other Insurance Condition

Paragraphs 4.a. and 4.b.(1) of the Other Insurance Condition of Section IV – **Commercial General Liability Conditions** are replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below. However, this insurance is primary to and will not seek contribution from any other insurance available to an additional insured provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

Other insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

- (i) That is property insurance, Builder's Risk, Installation Risk or similar coverage for "your work";
- (ii) That is property insurance purchased by you (including any deductible or self insurance portion thereof) to cover premises rented to you or temporarily occupied by you with permission of the owner;
- (iii) That is insurance purchased by you (including any deductible or self insurance portion thereof) 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;

- (iv) 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 I – Coverage A – Bodily Injury And Property Damage Liability; or
- (v) That is property insurance (including any deductible or self insurance portion thereof) purchased by you to cover damage to:
 - Equipment you borrow from others; or
 - Property loaned to you or personal property in the care, custody or control of the insured arising out of the use of an elevator at premises you own, rent or occupy.
- (b) Any other primary insurance (including any deductible or self insurance portion thereof) available to the insured covering liability for damages arising out of the premises, operations, products, work or services for which the insured has been granted additional insured status either by policy provision or attachment of any endorsement. Other primary insurance includes any type of self insurance or other mechanism by which an insured arranges for funding of its legal liabilities.
- (c) Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured on another policy providing coverage for the same "occurrence", claim or "suit". This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

W. Unintentional Failure to Disclose All Hazards

Paragraph 6. Representations of Section IV – Commercial General Liability Conditions is replaced by the following:

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

Coverage will continue to apply if you unintentionally:

- a. Fail to disclose all hazards existing at the inception of this policy; or
- b. Make an error, omission or improper description of premises or other statement of information stated in this policy.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to inception of this Coverage Part.

X. Waiver of Right of Subrogation

Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV – Commercial General Liability Conditions is replaced by the following:

8. Transfer Of Rights Of Recovery Against Others To Us

- a. If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- b. If the insured waives its right to recover payments for injury or damage from another person or organization in a written contract executed prior to a loss, we waive any right of recovery we may have against such person or organization because of any payment we have made under this Coverage Part. The written contract will be considered executed when the insured's performance begins, or when it is signed, whichever happens first. This waiver of rights shall not be construed to be a waiver with respect to any other operations in which the insured has no contractual interest.

Y. Liberalization Condition

The following condition is added to Section IV – **Commercial General Liability Conditions**:

Liberalization Clause

If we revise this Coverage Part to broaden coverage without an additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in the state shown in the mailing address of your policy.

All other terms and conditions of this policy remain unchanged.



ZURICH[®]

Coverage Extension Endorsement

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
CPO 7414724-00	02/02/2020	12/04/2020		09109000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

**Business Auto Coverage Form
Motor Carrier Coverage Form**

A. Amended Who Is An Insured

1. The following is added to the **Who Is An Insured** Provision in **Section II – Covered Autos Liability Coverage**:

The following are also "insureds":

- a. Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow for acts performed within the scope of employment by you. Any "employee" of yours is also an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.
- b. Anyone volunteering services to you is an "insured" while using a covered "auto" you don't own, hire or borrow to transport your clients or other persons in activities necessary to your business.
- c. Anyone else who furnishes an "auto" referenced in Paragraphs **A.1.a.** and **A.1.b.** in this endorsement.
- d. Where and to the extent permitted by law, any person(s) or organization(s) where required by written contract or written agreement with you executed prior to any "accident", including those person(s) or organization(s) directing your work pursuant to such written contract or written agreement with you, provided the "accident" arises out of operations governed by such contract or agreement and only up to the limits required in the written contract or written agreement, or the Limits of Insurance shown in the Declarations, whichever is less.

2. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary and Excess Insurance Provisions Condition** in the Motor Carrier Coverage Form:

Coverage for any person(s) or organization(s), where required by written contract or written agreement with you executed prior to any "accident", will apply on a primary and non-contributory basis and any insurance maintained by the additional "insured" will apply on an excess basis. However, in no event will this coverage extend beyond the terms and conditions of the Coverage Form.

B. Amendment – Supplementary Payments

Paragraphs **a.(2)** and **a.(4)** of the **Coverage Extensions** Provision in **Section II – Covered Autos Liability Coverage** are replaced by the following:

- (2) Up to \$5,000 for the cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

C. Fellow Employee Coverage

The **Fellow Employee** Exclusion contained in **Section II – Covered Autos Liability Coverage** does not apply.

D. Driver Safety Program Liability and Physical Damage Coverage

1. The following is added to the **Racing** Exclusion in **Section II – Covered Autos Liability Coverage**:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

2. The following is added to Paragraph 2. in the **Exclusions** of **Section III – Physical Damage Coverage** of the Business Auto Coverage Form and Paragraph 2.b. in the **Exclusions** of **Section IV – Physical Damage Coverage** of the Motor Carrier Coverage Form:

This exclusion does not apply to covered "autos" participating in a driver safety program event, such as, but not limited to, auto or truck rodeos and other auto or truck agility demonstrations.

E. Lease or Loan Gap Coverage

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Lease Or Loan Gap Coverage

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the lease or loan for a covered "auto", less:

- a. Any amount paid under the **Physical Damage Coverage** Section of the Coverage Form; and
- b. Any:
 - (1) Overdue lease or loan payments at the time of the "loss";
 - (2) Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - (3) Security deposits not returned by the lessor;
 - (4) Costs for extended warranties, credit life insurance, health, accident or disability insurance purchased with the loan or lease; and
 - (5) Carry-over balances from previous leases or loans.

F. Towing and Labor

Paragraph **A.2.** of the **Physical Damage Coverage** Section is replaced by the following:

We will pay up to \$75 for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

G. Extended Glass Coverage

The following is added to Paragraph **A.3.a.** of the **Physical Damage Coverage** Section:

If glass must be replaced, the deductible shown in the Declarations will apply. However, if glass can be repaired and is actually repaired rather than replaced, the deductible will be waived. You have the option of having the glass repaired rather than replaced.

H. Hired Auto Physical Damage – Increased Loss of Use Expenses

The **Coverage Extension** for **Loss Of Use Expenses** in the **Physical Damage Coverage** Section is replaced by the following:

Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or written rental agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
- (2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto"; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$100 per day, to a maximum of \$3000.

I. **Personal Effects Coverage**

The following is added to the **Coverage** Provision of the **Physical Damage Coverage** Section:

Personal Effects Coverage

- a. We will pay up to \$750 for "loss" to personal effects which are:
 - (1) Personal property owned by an "insured"; and
 - (2) In or on a covered "auto".
- b. Subject to Paragraph a. above, the amount to be paid for "loss" to personal effects will be based on the lesser of:
 - (1) The reasonable cost to replace; or
 - (2) The actual cash value.
- c. The coverage provided in Paragraphs a. and b. above, only applies in the event of a total theft of a covered "auto". No deductible applies to this coverage. However, we will not pay for "loss" to personal effects of any of the following:
 - (1) Accounts, bills, currency, deeds, evidence of debt, money, notes, securities, or commercial paper or other documents of value.
 - (2) Bullion, gold, silver, platinum, or other precious alloys or metals; furs or fur garments; jewelry, watches, precious or semi-precious stones.
 - (3) Paintings, statuary and other works of art.
 - (4) Contraband or property in the course of illegal transportation or trade.
 - (5) Tapes, records, discs or other similar devices used with audio, visual or data electronic equipment.

Any coverage provided by this Provision is excess over any other insurance coverage available for the same "loss".

J. **Tapes, Records and Discs Coverage**

1. The Exclusion in Paragraph B.4.a. of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph B.2.c. of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply.
2. The following is added to Paragraph 1.a. **Comprehensive Coverage** under the **Coverage** Provision of the **Physical Damage Coverage** Section:

We will pay for "loss" to tapes, records, discs or other similar devices used with audio, visual or data electronic equipment. We will pay only if the tapes, records, discs or other similar audio, visual or data electronic devices:

- (a) Are the property of an "insured"; and
- (b) Are in a covered "auto" at the time of "loss".

The most we will pay for such "loss" to tapes, records, discs or other similar devices is \$500. The **Physical Damage Coverage Deductible** Provision does not apply to such "loss".

K. Airbag Coverage

The Exclusion in Paragraph **B.3.a.** of **Section III – Physical Damage Coverage** in the Business Auto Coverage Form and the Exclusion in Paragraph **B.4.a.** of **Section IV – Physical Damage Coverage** in the Motor Carrier Coverage Form does not apply to the accidental discharge of an airbag.

L. Two or More Deductibles

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

If an accident is covered both by this policy or Coverage Form and by another policy or Coverage Form issued to you by us, the following applies for each covered "auto" on a per vehicle basis:

1. If the deductible on this policy or Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible on this policy or Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

M. Physical Damage – Comprehensive Coverage – Deductible

The following is added to the **Deductible** Provision of the **Physical Damage Coverage** Section:

Regardless of the number of covered "autos" damaged or stolen, the maximum deductible that will be applied to Comprehensive Coverage for all "loss" from any one cause is \$5,000 or the deductible shown in the Declarations, whichever is greater.

N. Temporary Substitute Autos – Physical Damage

1. The following is added to **Section I – Covered Autos**:

Temporary Substitute Autos – Physical Damage

If Physical Damage Coverage is provided by this Coverage Form on your owned covered "autos", the following types of vehicles are also covered "autos" for Physical Damage Coverage:

Any "auto" you do not own when used with the permission of its owner as a temporary substitute for a covered "auto" you do own but is out of service because of its:

1. Breakdown;
 2. Repair;
 3. Servicing;
 4. "Loss"; or
 5. Destruction.
2. The following is added to the Paragraph **A. Coverage** Provision of the **Physical Damage Coverage** Section:

Temporary Substitute Autos – Physical Damage

We will pay the owner for "loss" to the temporary substitute "auto" unless the "loss" results from fraudulent acts or omissions on your part. If we make any payment to the owner, we will obtain the owner's rights against any other party.

The deductible for the temporary substitute "auto" will be the same as the deductible for the covered "auto" it replaces.

O. Amended Duties In The Event Of Accident, Claim, Suit Or Loss

Paragraph **a.** of the **Duties In The Event Of Accident, Claim, Suit Or Loss** Condition is replaced by the following:

- a.** In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident", claim, "suit" or "loss". However, these duties only apply when the "accident", claim, "suit" or "loss" is known to you (if you are an individual), a partner (if you are a partnership), a member (if you are a limited liability company) or an executive officer or insurance manager (if you are a corporation). The failure of any

agent, servant or employee of the "insured" to notify us of any "accident", claim, "suit" or "loss" shall not invalidate the insurance afforded by this policy.

Include, as soon as practicable:

- (1) How, when and where the "accident" or "loss" occurred and if a claim is made or "suit" is brought, written notice of the claim or "suit" including, but not limited to, the date and details of such claim or "suit";
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons and witnesses.

If you report an "accident", claim, "suit" or "loss" to another insurer when you should have reported to us, your failure to report to us will not be seen as a violation of these amended duties provided you give us notice as soon as practicable after the fact of the delay becomes known to you.

P. Waiver of Transfer Of Rights Of Recovery Against Others To Us

The following is added to the **Transfer Of Rights Of Recovery Against Others To Us** Condition:

This Condition does not apply to the extent required of you by a written contract, executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. This waiver only applies to the person or organization designated in the contract.

Q. Employee Hired Autos – Physical Damage

Paragraph **b.** of the **Other Insurance** Condition in the Business Auto Coverage Form and Paragraph **f.** of the **Other Insurance – Primary and Excess Insurance Provisions** Condition in the Motor Carrier Coverage Form are replaced by the following:

For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented under a written contract or written agreement entered into by an "employee" or elected or appointed official with your permission while being operated within the course and scope of that "employee's" employment by you or that elected or appointed official's duties as respect their obligations to you.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

R. Unintentional Failure to Disclose Hazards

The following is added to the **Concealment, Misrepresentation Or Fraud** Condition:

However, we will not deny coverage under this Coverage Form if you unintentionally:

- (1) Fail to disclose any hazards existing at the inception date of this Coverage Form; or
- (2) Make an error, omission, improper description of "autos" or other misstatement of information.

You must notify us as soon as possible after the discovery of any hazards or any other information that was not provided to us prior to the acceptance of this policy.

S. Hired Auto – World Wide Coverage

Paragraph **7a.(5)** of the **Policy Period, Coverage Territory** Condition is replaced by the following:

- (5) Anywhere in the world if a covered "auto" is leased, hired, rented or borrowed for a period of 60 days or less,

T. Bodily Injury Redefined

The definition of "bodily injury" in the **Definitions** Section is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease, sustained by a person including death or mental anguish, resulting from any of these at any time. Mental anguish means any type of mental or emotional illness or disease.

U. Expected Or Intended Injury

The **Expected Or Intended Injury** Exclusion in Paragraph **B. Exclusions** under **Section II – Covered Auto Liability Coverage** is replaced by the following:

Expected Or Intended Injury

"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.

V. Physical Damage – Additional Temporary Transportation Expense Coverage

Paragraph **A.4.a.** of **Section III – Physical Damage Coverage** is replaced by the following:

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$50 per day to a maximum of \$1,000 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

W. Replacement of a Private Passenger Auto with a Hybrid or Alternative Fuel Source Auto

The following is added to Paragraph **A. Coverage** of the **Physical Damage Coverage** Section:

In the event of a total "loss" to a covered "auto" of the private passenger type that is replaced with a hybrid "auto" or "auto" powered by an alternative fuel source of the private passenger type, we will pay an additional 10% of the cost of the replacement "auto", excluding tax, title, license, other fees and any aftermarket vehicle upgrades, up to a maximum of \$2500. The covered "auto" must be replaced by a hybrid "auto" or an "auto" powered by an alternative fuel source within 60 calendar days of the payment of the "loss" and evidenced by a bill of sale or new vehicle lease agreement.

To qualify as a hybrid "auto", the "auto" must be powered by a conventional gasoline engine and another source of propulsion power. The other source of propulsion power must be electric, hydrogen, propane, solar or natural gas, either compressed or liquefied. To qualify as an "auto" powered by an alternative fuel source, the "auto" must be powered by a source of propulsion power other than a conventional gasoline engine. An "auto" solely propelled by biofuel, gasoline or diesel fuel or any blend thereof is not an "auto" powered by an alternative fuel source.

X. Return of Stolen Automobile

The following is added to the **Coverage Extension** Provision of the **Physical Damage Coverage** Section:

If a covered "auto" is stolen and recovered, we will pay the cost of transport to return the "auto" to you. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage.

All other terms, conditions, provisions and exclusions of this policy remain the same.

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

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.)

The additional premium for this endorsement shall be 2% of the total manual premium otherwise due on such remuneration. The minimum premium for this endorsement is \$350.

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

SCHEDULE

BLANKET WAIVER

Person/Organization Blanket Waiver – Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

Job Description	Waiver Premium
All CA Operations	3196.00

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

Endorsement Effective **12/04/2019**

Policy No. **CSWC036787**

Endorsement No.

Insured **CSG Consultants, Inc.**

Premium \$

Insurance Company **Redwood Fire And Casualty Insurance**



ZURICH®

Notification to Others of Cancellation

Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
CPO 7414724-00	02/02/2020	12/04/2020	05/07/2020	09109000	INCL	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

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

- A.** If we cancel this Coverage Part(s) by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation:
1. To the name and address corresponding to each person or organization shown in the Schedule below; and
 2. At least 10 days prior to the effective date of the cancellation, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.
- B.** If we cancel this Coverage Part(s) by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.
- C.** If notice as described in Paragraphs **A.** or **B.** of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE	
Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
CITY OF PLACENTIA 401 E CHAPMAN AVENUE PLACENTIA, CA 92870	30

All other terms and conditions of this policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**NOTICE OF CANCELLATION – CERTIFICATE HOLDERS
(SPECIFIED DAYS)**

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. If possible, such copies of the notice will be mailed at least 30 days, except for cancellation for non-payment of premium which will be mailed 10 days, prior to the effective date of the cancellation, to the address or addresses of certificate holders as provided by your broker or agent.

Schedule

Person(s) or Organization(s) including mailing address:

All certificate holders where written notice of the cancellation of this policy is required by written contract, permit or agreement with the Named Insured and whose names and addresses will be provided by the broker or agent listed in the Declarations Page of this policy for the purposes of complying with such request.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule above to any benefit, rights or protection under this policy.

Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

All other terms and conditions of this policy remain unchanged.

Endorsement Number: 7

Policy Number: **PAAEP0008804**

Named Insured: CSG Consultants, Inc.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: **December 4, 2019**



ARCH INSURANCE COMPANY
(A Missouri Corporation)

Home Office Address:
2345 Grand Blvd., Suite 900
Kansas City, MO 64108

Administrative Address:
300 Plaza Three, 3rd Floor
Jersey City, NJ 07311
Tel: 1-866-413-5550

**ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY INSURANCE CLAIMS
MADE AND REPORTED POLICY**

THIS POLICY PROVIDES CLAIMS MADE AND REPORTED COVERAGE. CLAIMS MUST FIRST BE MADE AGAINST THE INSURED DURING THE POLICY PERIOD AND MUST BE REPORTED IN WRITING TO THE INSURER DURING THE POLICY PERIOD OR THE EXTENDED CLAIMS REPORTING PERIOD, IF EXERCISED. THE LIMIT OF LIABILITY SHALL BE REDUCED, AND MAY BE EXHAUSTED, BY DEFENSE COSTS PAYMENTS. IF THE LIMIT OF LIABILITY IS EXHAUSTED, THE INSURER SHALL HAVE NO FURTHER LIABILITY UNDER THIS POLICY, INCLUDING LIABILITY FOR DEFENSE COSTS.

THIS COVERAGE IS LIMITED TO CLAIMS FIRST MADE AND REPORTED TO THE INSURER DURING THE POLICY PERIOD AS STATED IN THE DECLARATIONS OR ANY APPLICABLE EXTENDED REPORTING PERIOD.

Policy No.: PAAEP0008804

Renewal of: PAAEP0008803

Item 1. Named Insured: CSG Consultants, Inc

Item 2. Named Insured Address: 550 Pilgrim Drive
South San Francisco, CA 94080

Item 3. Policy Period: **Inception Date:** 12/04/2019 **Expiration Date:** 12/04/2020
(12:01 A.M. local time at the address stated in Item 2.)

Item 4. Limits of Liability:			
A. Each Claim, inclusive of Claims Expenses	\$		5,000,000
B. Aggregate for all Claims, inclusive of Claims Expenses	\$		5,000,000

Item 5. Deductible			
Each Claim, inclusive of Claims Expenses	\$		50,000

Item 6. Policy Premium:	\$		194,377
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100% for the Policy Period plus taxes as applicable

RESOLUTION NO. R-2023-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING A BUDGET AMENDMENT IN FISCAL YEAR 2022-23 IN COMPLIANCE WITH CITY CHARTER OF THE CITY OF PLACENTIA §§ 1206 AND 1209 PERTAINING TO APPROPRIATIONS FOR ACTUAL EXPENDITURES.

A. Recitals.

(i). The adopted budget for the 2022-23 Fiscal Year sets out estimated appropriations for City expenses throughout the year.

(ii). From time to time the adopted budget must be adjusted when precise expenditures are finally determined or when estimated expenditures exceed projected costs allocated.

(iii). City Charter of the City of Placentia § 1206 authorizes the City Council to amend or supplement the budget by motion adopted by the affirmative votes of at least three members to authorize the transfer of unused balances appropriated for one purpose to another purpose, or to appropriate available revenues not included in the budget. All other legal prerequisites to the adoption of this Resolution have occurred.

B. Resolution.

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

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

2. The adopted budget for Fiscal Year 2022-23, via Resolution No. R-2022-43, is hereby amended to reflect the following expenditure of funds from the Account specified to the Account specified:

Fund	Description	Department	GL Account	Amount	Type
Plan Check Services	Expenditures related to contract services	Development Services	102532-6290	\$150,000	Expense
Plan Check Revenue	Revenue related to contract services	Development Services	102532-4160	\$150,000	Revenue

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 21st DAY OF FEBRUARY 2023.

Ward Smith, Mayor

ATTEST:

Robert McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert 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 21st day of February 2023 by the following vote:

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

Robert McKinnell, City Clerk

APPROVED AS TO FORM:

Christian Bettenhausen, City Attorney



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR / SUPPORT AND EMERGENCY SERVICES

DATE: FEBRUARY 21, 2023

SUBJECT: **ADDITIONAL CITY COUNCIL APPOINTMENTS TO ONE (1) INTERGOVERNMENTAL AGENCY AND THREE (3) CITY SUBCOMMITTEES**

FISCAL IMPACT: NONE

SUMMARY:

At the January 10, 2023 City Council Meeting, the City Council took action to appoint members to various intergovernmental agencies, associations, and City subcommittees for 2023. Subsequent to the meeting, it was discovered that one (1) agency appointment and three (3) City subcommittee appointments were inadvertently not listed on the Appointments Master List and appointments were not made to this agency and these subcommittees. This item is being presented to give the City Council the opportunity to make annual appointments to the Independent Cities Association and three City subcommittees. Please note that if the Council wishes to change the City Councilmembers currently on the Public Financing Authority of the Enhanced Infrastructure Financing District, City Council would need to adopt a resolution which would then be presented to the County of Orange for approval.

RECOMMENDATION:

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

1. Appoint a member(s) to the Independent Cities Association; and
2. Appoint members to three (3) City subcommittees (Civic Center Joint Use Committee, Public Financing Authority of the Enhanced Infrastructure Financing District Board, and Navigation Center Advisory Board); and
3. Direct Staff to notify the Independent Cities Association and City Staff of the City Council appointments.

STRATEGIC PLAN STATEMENT:

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

3.a.
Feb 21, 2023

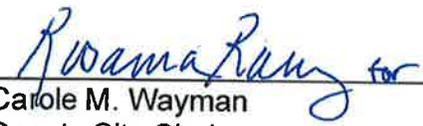
DISCUSSION:

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

At the January 10, 2023 City Council Meeting, the City Council took action to appoint members to various intergovernmental agencies, associations, and City subcommittees for 2023. Subsequent to the meeting, it was discovered that one (1) agency appointment and three (3) subcommittee appointments were inadvertently not listed on the Appointments Master List and appointments were not made to this agency and these subcommittees. This item is being presented to give the City Council the opportunity to make annual appointments to the Independent Cities Association the Civic Center Joint Use Committee, Public Financing Authority of the Enhanced Infrastructure Financing District Board, and the Navigation Center Advisory Board.

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

Attachment:

Revised Master List of Appointments to Various Agencies, Associations, and City Subcommittees 2023

City of Placentia

Appointments to Various Agencies, Associations, and City Subcommittees 2023 (Updated 2/21/23)

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
Civic Center Joint Use Committee	Meetings are held Monthly	Placentia City Hall		Luis Estevez Public Works
Public Financing Authority of the Enhanced Infrastructure Financing District	Scheduled as needed based on progress	Placentia City Hall	Wanke, Chair Smith, Authority Member	Jeannette Ortega Administration
Finance and Investment Committee	Meetings are held quarterly	Placentia City Hall	Smith/Yamaguchi/Larson (Mayor/Mayor Pro Term/ City Treasurer)	Jennifer Lampman Finance Department
Financial Audit Oversight Subcommittee	Internal Committee	Placentia City Hall	Kirwin/Smith	Jennifer Lampman Finance Department
Heritage Committee	2 nd Wednesday of each month at 7:00 p.m. (except December)	Placentia City Hall	Yamaguchi/Kirwin	Veronica Ortiz Community Services
Historic Preservation Ad-Hoc	TBD	TBD	Kirwin/Wanke	Joe Lambert Development Services

Organization	Meeting Schedule	Meeting Location	Delegate/Alternate	City Liaison/Dept.
Housing, Community, and Economic Development Ad Hoc Committee & General Plan Advisory Subcommittee	Internal Committee Meets as needed	Placentia City Hall	Wanke/Kirwin	Joe Lambert Development Services
Independent Cities Association	Monthly 2 nd Thursday each month	Varies	Wanke/Yamaguchi (Apptd. 03/01/22)	Facilitator: Maria Perez Administration
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/Wanke	Facilitator: Maria Perez Administration
Navigation Center Advisory Board	Meets every other month. 10 am – 11 am	Community Services Conference Room		Maddie Cuevas / Karen Crocker
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	Smith/Yamaguchi (Alternate: any Councilmember can serve in absence of Mayor)	Facilitator: Maria Perez Administration
Old Town Parking Ad-Hoc	Meetings called as needed	Placentia City Hall	Shader/Kirwin	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 Mayor 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	4 th Wednesday of each month at 6:00 p.m.	OCSD Administrative Offices 10844 Ellis Ave. Fountain Valley, 92708	Wanke/Smith	Facilitator: Maria Perez Administration

Organization	Meeting Schedule	Meeting Location	Delegate/Alternate	City Liaison/Dept.
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)	3 rd Thursday of each month at 3:00 p.m.	OCVCD Office 13001 Garden Grove Blvd. Garden Grove, 92843	Green (2-yr term expires 01/10/2025)	Facilitator: Maria Perez Administration
Placentia Community Foundation	4 th Monday of each month	Placentia City Hall	Smith/Kirwin/Larson (Mayor/Councilmember/City Treasurer)	Veronica Ortiz Community Services
Placentia Disaster Council	Meets as needed	Placentia City Hall	Smith (Mayor)	Patrick Powers Emergency & Health Services Manager
Santa Ana River Flood Protection Agency www.ocflood.com/sarp/sarfpa 714-647-3938	4 th Thursday of odd-numbered months 4:00 p.m.	Orange County Water District 18700 Ward Street Fountain Valley, 92708	Yamaguchi/Kirwin	Facilitator: Maria Perez Administration
Senior/Community Center Blue Ribbon Committee	3 rd Wednesday of each month 6:30 p.m.	Front Community Meeting Room	Smith/Shader (both delegates) (Craig Green, ex officio member)	Karen Crocker Community Services
Sewer Utility, Recycling and Refuse Committee	Meetings called as needed	Placentia City Hall	Yamaguchi/Shader	Elsa Robinson Public Works
Southern California Association of Governments www.scag.ca.gov 213-236-1800 *Stipend: \$120 per mtg & mileage reimbursement	1 st Thursday of each month 8:00 a.m. – 2:00 p.m. (depending on the particular committee)	818 W. 7 th Street, 12 th Floor Los Angeles, 90017	Smith/Wanke	Facilitator: Maria Perez Administration

Organization	Meeting Schedule	Meeting Location	Delegate/Alternate	City Liaison/Dept.
Southern California Association of Governments – Annual General Assembly Voting Delegates www.scaq.ca.gov 213-236-1800	May 4- 5, 2023 Palm Desert, CA	JW Marriott Desert Springs Resort & Spa 74-885 Country Club Drive	Smith 1 st Alt. Wanke 2 nd Alt. Yamaguchi	Facilitator: Maria Perez Administration

- 1/10/23 Public Safety Ad-Hoc and Recreational Vehicle Parking Ad Hoc Committees were removed/disbanded as they are no longer needed.
- 1/10/23 Membership was discontinued in Yorba Linda Water District/Golden State Water Services Committee.
- 2/00/23 Appointments made to the Independent Cities Association, Civic Center Joint Use Committee, Enhanced Infrastructure Financing District Board and Navigation Center Advisory Board..