



Revised
Regular Meeting Agenda
April 4, 2023

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

Mayor Ward L. Smith
District 5

Mayor Pro Tem Jeremy B. Yamaguchi
Councilmember
District 3

Kevin Kirwin
Councilmember
District 2

Rhonda Shader
Councilmember
District 1

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
April 4, 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 Kenneth Curry

PLEDGE OF ALLEGIANCE: Firefighter Brandon De Perez

PRESENTATIONS:

- a. **Proclamation of April 9-15, 2023 as 911 Public Safety Telecommunications Week**
Presenter: Mayor Smith
Recipients: Placentia Public Safety Communications Staff

- b. **Proclamation of April 28, 2023 as Arbor Day**
Presenter: Mayor Smith
Recipient: Public Works Management Analyst Elsa Robinson

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.g.):

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 April 4, 2023**

Check Register

Fiscal Impact: \$2,350,716.04

Electronic Disbursement Register

Fiscal Impact: \$1,534,750.66

Recommended Action: It is recommended that the City Council:

- 1) Receive and file

1.c. **Acceptance of Resignation from the Historical Committee**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Accept the resignation of Lisa Quental from the Historical Committee; and
- 2) Update the City's master Commission/Committee vacancy list to include the vacancy on the Historical Committee.

1.d. **Amendment No.1 to Professional Services Agreement with Halo Confidential Services**

Fiscal Impact:

Expense: Not to Exceed \$90,000 (103040-6290)

Recommended Action: It is recommended that the City Council:

- 1) Approve Amendment No. 1 to Professional Services Agreement with Halo Confidential Services for a total not-to-exceed amount of \$90,000; and
- 2) Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

1.e. **Amendment No. 2 To Professional Services Agreement with Sagecrest Planning+Environmental for Provision of Building Official, Plan Check, Inspection, And Planning Services**

Fiscal Impact:

Revenue: \$120,000 (102532-4160)

Expense: \$120,000 (102532-6260)

Recommended Action: It is recommended that the City Council:

- 1) Approve Amendment No. 2 to the Professional Services Agreement with Sagecrest Planning+Environmental, to provide professional services related to building plan check, building inspection, Building Official, and other building and planning related staffing as needed for a term ending June 30, 2025; and
- 2) Adopt Resolution No. R-2023-19, 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. 2 to the Professional Services Agreement with Sagecrest Planning+Environmental; and
- 4) Authorize the City Administrator and/or his designee to execute the necessary documents, in a form approved by the City Attorney.

1.f. **Professional Services Agreement with HR Green Pacific For Civil Engineering and Landscape Architecture Design Services for the Old Town Placentia Streetscape Improvement Project, Project No. 9202**

Fiscal Impact:

Expense: \$608,594 Professional Services Agreement

Budget: \$650,000 FY 2022-23 CIP Program Budget
(109202-6770 & 799202-6770)

Recommended Action: It is recommended that the City Council:

- 1) Award a Professional Services Agreement to HR Green Pacific for a not-to-exceed amount of \$608,594 to provide civil engineering and landscape architecture design services for the Old Town Placentia Streetscape Improvement Project, Project No. 9202; and

- 2) Authorize the City Administrator to approve any change orders up to 10% of the contract not-to-exceed amount, or \$60,860; and
- 3) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

1.g. **Acquisition of Real Property Consisting of a Single Parcel Located at 207 West Chapman Avenue (APN 339-033-21) owned by Nedra M. Crocker**

Fiscal Impact:

Expenses: \$916,500 (Purchase of 207 W. Chapman Avenue)
 Funding: \$916,500 (Housing Successor Agency (530000-6720))

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. R-2023-17, 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
- 2) Adopt Resolution No. R-2023-18, A resolution of the City Council of the City of Placentia, California, approving a Purchase and Sale Agreement with Nedra M. Crocker for real property located at 207 West Chapman Avenue and authorizing the sale of property in connection therein and, finding that the acquisition of said property is not a project for the purposes of CEQA as defined by the California Public Resources Code Sections 21065 and 21080 and 14 CCR Sections 15378(a) and 15004(b)(2)(A); and
- 3) Authorize the City Administrator to execute the necessary documents, including a certificate of acceptance as required by Government Code Section 27281 in a form approved by the City Attorney.

2. PUBLIC HEARINGS: None

3. REGULAR AGENDA:

3.a. **Reintroduction and First Reading of Ordinance No. O-2023-01 of the City Council of the City of Placentia, California, Amending Chapter 9.20 ("Wild Animals") of Title 9 ("Animals and Fowl") of the Placentia Municipal Code Relating to Feeding Wild Animals within the City (Continued from March 21, 2023 meeting)**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Receive the staff report and consider the first reading of Ordinance No. O-2023-01; and
- 2) Find that the recommended actions are exempt from the California Environmental Quality Act ("CEQA") pursuant to Sections 15061(b)(3) of the CEQA Guidelines, (Title 14, Chapter 3 of the California Code of Regulations). Section 21065 of the Public Resources Code, and the City of Placentia Local Guidelines for implementing CEQA.

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, April 18, 2023 at 5:30 p.m.

TENTATIVE AGENDA FORECAST

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

- Acceptance of Resignation from Senior Advisory Committee
- PSA: Architectural Design Services for City Hall and Police Station Modernization Project
- Construction Contract: Tenant Improvements for Butler Building
- Public Hearing: Adjustment of Various City Development Impact Fees and Affordable Housing Fees

- Adoption of Resolution Establishing and Updating User and Regulatory Fees and Charges
- Adoption of Ordinance relating to Feeding of Wildlife in the City
- Study Session: Enhanced Infrastructure Financing District (EIFD) Infrastructure Financing Plan (IFP) Amendment

CERTIFICATION OF POSTING

I, Carole M. Wayman, Deputy City Clerk of the City of Placentia and Assistant Secretary of the Industrial Commercial Development Authority, the Successor Agency, and the Placentia Public Financing Authority hereby certify that the Agenda for the April 4, 2023 meetings of the City Council, Successor Agency, Industrial Commercial Development Authority, and the Placentia Public Financing Authority was posted on March 30, 2023.

Carole M. Wayman
Deputy City Clerk

City of Placentia
Check Register
For 04/04/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
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Grand Total: 2,350,716.04

Check Totals by ID

AP	2,350,716.04
EP	0.00
IP	0.00
OP	0.00

Void Total: 0.00

Check Total: 2,350,716.04

Fund Name

Check Totals by Fund

101-General Fund (0010)	865,569.36
117-Measure U Fund (0079)	483,958.62
205-State Gas Tax (0017)	32,505.42
208-Scssr Agncy Ret Oblg (0054)	682.39
209-State Gas Tax - RMRA (0060)	516,452.62
210-Measure M (0018)	113,344.65
225-Asset Seizure (0021)	1,443.59
227-Explorer Grant NOC (0076)	24.59
228-NOC-Public Safety Grant(0061)	784.15
231-Placentia Reg Nav Cent(0078)	155,601.23
233-Gen Plan Update Fees (0074)	22.50
234-Technology Impact Fees (0075)	23.13
240-Sewer Construction (0024)	719.18
242-City Pub Sfty Impct Fee (0067)	1,895.51
246-TOD Traffic Impact Fees (0070)	2,300.00
249-TOD District CFD (0080)	52.87
260-Street Lighting Distret (0028)	43,403.53
265-Landscape Maintenance (0029)	9,451.53
275-Sewer Maintenance (0048)	41,597.15
280-Misc Grants Fund (0050)	15,486.96
401-City Capital Projects (0033)	55,712.50
405-Afford Housing In-Lieu (0034)	4,421.25
501-Refuse Administration (0037)	2,368.16
601-Employee Health & Wlfre (0039)	2,810.17
701-Special Deposits (0044)	84.98

Check Total: 2,350,716.04

1.b.
April 4, 2023

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

User: Gabriela Calin

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

03/30/2023 :Date

08:06:20 :Time

**City of Placentia
Check Register
For 03/30/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
MW OH	AGA ENGINEERS INC V012178	JAN TOD TS UPDATES	702001-6185 Construction Services	AP031323	2,300.00 23024-IN	P12637	00126435	03/16/2023
					Check Total:	2,300.00		
MW OH	ALL CITY MANAGEMENT V000005	2/19-3/4 CROSSING GUARD SVS	103047-6290 Dept. Contract Services	AP031323	3,988.44 83820	P12461	00126436	03/16/2023
					Check Total:	3,988.44		
MW OH	ALLIANCE BUSINESS V011660	MAR FD INTERNET FIBER LINE	109595-6215 Telephone/Internet	AP031323	1,393.37 2408551		00126437	03/16/2023
					Check Total:	1,393.37		
MW OH	AMAZON CAPITAL SERVICES V012336	FLEET PHONE CABLES	102020-6315 Office Supplies	AP031323	155.78 1GCX-DT9G-		00126438	03/16/2023
MW OH	AMAZON CAPITAL SERVICES V012336	OFFICE SUPPLIES	103650-6315 Office Supplies	AP031323	12.56 1J3Q-FYR4-		00126438	03/16/2023
MW OH	AMAZON CAPITAL SERVICES V012336	OFFICE SUPPLIES	103066-6315 Office Supplies	AP031323	14.89 1JKL-93JT-		00126438	03/16/2023
MW OH	AMAZON CAPITAL SERVICES V012336	OFFICE SUPPLIES	103065-6315 Office Supplies	AP031323	18.89 1JKL-93JT-		00126438	03/16/2023
MW OH	AMAZON CAPITAL SERVICES V012336	EMS SUPPLIES	103066-6362 Emergency Medical Supples	AP031323	137.38 1JKL-93JT-		00126438	03/16/2023
MW OH	AMAZON CAPITAL SERVICES V012336	CONFERENCE ROOM SUPPLIES	109595-6301 Special Department Expenses	AP031323	50.37 1NHW-NPKP-		00126438	03/16/2023
					Check Total:	389.87		
MW OH	ANAHEIM SCREEN & GLASS V010390	PURCHASE/INST TEMPERED GLASS	103654-6130 Repair & Maint/Facilities	AP031323	210.47 41215		00126439	03/16/2023
					Check Total:	210.47		
MW OH	ARC V007475	SCAN TRI CITY PARK, SCC PLANS	105212-6850 / 229999-6850 Building & Facilities	AP031323	525.81 11429681		00126440	03/16/2023
					Check Total:	525.81		

User: Gabriela Calin

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

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03/30/2023 :Date
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**City of Placentia
Check Register
For 03/30/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
MW OH	ASSI SECURITY INC V011251	ASSI SECURITY SYSTEM	796206-6840 Machinery & Equipment	AP031323	27,408.50 72941	P12704	00126441	03/16/2023
					Check Total:	27,408.50		
MW OH	AT & T V008736	2/27-3/26 POWELL BLDG INTERNET	109595-6215 Telephone/Internet	AP031323	53.50 MARCH 2023		00126442	03/16/2023
MW OH	AT & T V008736	3/1-31 PD YARD INTERNET	109595-6215 Telephone/Internet	AP031323	53.50 MARCH 23		00126442	03/16/2023
					Check Total:	107.00		
MW OH	AT&T V004144	FEB-MAR PHONE CHARGES	296561-6215 Telephone/Internet	AP031323	145.26 031423		00126443	03/16/2023
MW OH	AT&T V004144	FEB-MAR PHONE CHARGES	109595-6215 / 21008-6215 Telephone/Internet	AP031323	10.19 031423		00126443	03/16/2023
MW OH	AT&T V004144	FEB-MAR PHONE CHARGES	109595-6215 Telephone/Internet	AP031323	2,426.78 031423		00126443	03/16/2023
					Check Total:	2,582.23		
MW OH	AT&T V007715	2/17-3/16 FD STA 1 PHONE LINE	109595-6215 Telephone/Internet	AP031323	277.92 FD STA 1 MAR		00126444	03/16/2023
MW OH	AT&T V007715	2/17-3/16 FD STA 2 PHONE LINE	109595-6215 Telephone/Internet	AP031323	277.92 FD STA 2 MAR		00126444	03/16/2023
					Check Total:	555.84		
MW OH	AT&T MOBILITY V011025	1/11-2/10 PW FIRSTNET SERVICE	109595-6215 Telephone/Internet	AP031323	1,421.14 20865694		00126445	03/16/2023
MW OH	AT&T MOBILITY V011025	1/14-2/13 PD/FD FIRSTNET SVS	109595-6215 Telephone/Internet	AP031323	6,016.08 20872286		00126445	03/16/2023
MW OH	AT&T MOBILITY V011025	2/14-3/13 PD/FD FIRSTNET SVS	109595-6215 Telephone/Internet	AP031323	4,867.78 21020878		00126445	03/16/2023
MW OH	AT&T MOBILITY V011025	2/11-3/10 PW FIRSTNET SVS *	109595-6215 Telephone/Internet	AP031323	1,422.34 X03082023		00126445	03/16/2023

City of Placentia
Check Register
For 03/30/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	13,727.34				
MW OH	AUDI NORTH OC V012263	FEB VEHICLE REBATE PROGRAM	102534-6363 Resident Vehicle Rebate Prog	AP031323	500.00	FEBRUARY		00126446	03/16/2023
				Check Total:	500.00				
MW OH	BEE MAN, THE V000117	BEE REMOVAL - 500 NEVIN LN	103655-6130 Repair & Maint/Facilities	AP031323	195.00	121338		00126447	03/16/2023
				Check Total:	195.00				
MW OH	BOA ARCHITECTURE V010118	101 W CHAPMAN -DESIGN SERVICES	109595-6999 Other Expenditure	AP031323	5,400.00	21-2941-PFI-1	P12796	00126448	03/16/2023
				Check Total:	5,400.00				
MW OH	BRENNAN ESTIMATING V011259	MAR FIRE AND SECURITY ALARM	103654-6127 Alarm Monitoring	AP031323	360.00	9734	P12660	00126449	03/16/2023
				Check Total:	360.00				
MW OH	CALIFORNIA FORENSIC V000232	FEB PD BLOOD DRAWS	103040-6055 Medical Services	AP031323	756.00	2203	P12498	00126450	03/16/2023
				Check Total:	756.00				
MW OH	CARD QUEST INC. V004355	BOSCH CARDS	101512-6301 Special Department Expenses	AP031323	608.41	122759		00126451	03/16/2023
				Check Total:	608.41				
MW OH	CENTURY BUSINESS V010180	JAN CONTRACT TONER	109595-6175 Office Equipment Rental	AP031323	271.29	AR39922		00126452	03/16/2023
MW OH	CENTURY BUSINESS V010180	12/14-3/13 COPIER USAGE	109595-6175 Office Equipment Rental	AP031323	5,440.94	AR42090		00126452	03/16/2023
MW OH	CENTURY BUSINESS V010180	12/14-3/13 COPIER USAGE	109595-6175 Office Equipment Rental	AP031323	6,705.44	AR42259		00126452	03/16/2023
				Check Total:	12,417.67				
MW OH	CHARTER COMMUNICATIONS	25-3/24 CH FIBER LINE	109595-6215	AP031323	1,251.44	0347700022523		00126453	03/16/2023

User: Gabriela Calin

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

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03/30/2023 :Date
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City of Placentia
Check Register
For 03/30/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V004450		Telephone/Internet						
MW OH	CHARTER COMMUNICATIONS V004450	25-3/24 WHITTEN CTR INTERNET	109595-6215 Telephone/Internet	AP031323	648.47	0347726022523		00126453	03/16/2023
MW OH	CHARTER COMMUNICATIONS V004450	26-3/25 PW INTERNET LINE	109595-6215 Telephone/Internet	AP031323	648.47	0347858022623		00126453	03/16/2023
MW OH	CHARTER COMMUNICATIONS V004450	23-3/22 NAV CTR INTERNET	109595-6215 Telephone/Internet	AP031323	226.91	0570178022323		00126453	03/16/2023
Check Total:					2,775.29				
MW OH	CHARTER COMMUNICATIONS V012060	31-28 GOMEZ CTR INTERNET SVS	109595-6215 Telephone/Internet	AP031323	139.99	12228860103012		00126454	03/16/2023
MW OH	CHARTER COMMUNICATIONS V012060	31-31 GOMEZ CTR INTERNET SVS	109595-6215 Telephone/Internet	AP031323	139.99	12228860103012		00126454	03/16/2023
Check Total:					279.98				
MW OH	CITY OF BREA V000125	BUSINESS CARDS - E. MONTELONGO	102533-6315 Office Supplies	AP031323	15.38	ASR0000191		00126455	03/16/2023
MW OH	CITY OF BREA V000125	BUILDING FORMS	102532-6315 Office Supplies	AP031323	58.30	ASR0000191		00126455	03/16/2023
Check Total:					73.68				
MW OH	COMLOCK V003166	DOOR LOCK REPAIRS, KEYS	103654-6130 Repair & Maint/Facilities	AP031323	190.38	842316		00126456	03/16/2023
MW OH	COMLOCK V003166	DOOR LOCK REPAIRS, KEYS	103654-6130 Repair & Maint/Facilities	AP031323	108.44	842339		00126456	03/16/2023
MW OH	COMLOCK V003166	DOOR LOCK REPAIRS, KEYS	103654-6130 Repair & Maint/Facilities	AP031323	470.86	842378		00126456	03/16/2023
MW OH	COMLOCK V003166	DOOR LOCK REPAIRS, KEYS	103654-6130 Repair & Maint/Facilities	AP031323	40.54	842384		00126456	03/16/2023
Check Total:					810.22				
MW OH	COMMERCIAL AQUATIC	GOMEZ POOL EMERGENCY REPAIR	103654-6130	AP031323	1,114.97	871913		00126457	03/16/2023

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

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03/30/2023 :Date
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**City of Placentia
Check Register
For 03/30/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V005203		Repair & Maint/Facilities						
MW OH	COMMERCIAL AQUATIC V005203	WATER FOUNTAIN ENERGY REPI	103654-6130 / 21008-6130 Repair & Maint/Facilities	AP031323	179.85	873799		00126457	03/16/2023
MW OH	COMMERCIAL AQUATIC V005203	WATER FOUNTAIN ENERGY REPI	103654-6130 Repair & Maint/Facilities	AP031323	252.48	873799		00126457	03/16/2023
MW OH	COMMERCIAL AQUATIC V005203	GOMEZ POOL MAINT	103654-6290 Dept. Contract Services	AP031323	1,265.00	873260	P12490	00126457	03/16/2023
MW OH	COMMERCIAL AQUATIC V005203	FEB WHITTEN POOL MAINT	103654-6290 Dept. Contract Services	AP031323	1,265.00	873261	P12490	00126457	03/16/2023
MW OH	COMMERCIAL AQUATIC V005203	FEB FOUNTAIN MAINT - LIBRARY	103654-6290 / 21008-6290 Dept. Contract Services	AP031323	287.04	873262	P12490	00126457	03/16/2023
MW OH	COMMERCIAL AQUATIC V005203	FEB FOUNTAIN MAINT	103654-6290 Dept. Contract Services	AP031323	402.96	873262	P12490	00126457	03/16/2023
Check Total:					4,767.30				
MW OH	COUNTY OF ORANGE V008881	MAR AFIS SERVICE	103040-6290 Dept. Contract Services	AP031323	1,956.00	SH 64821		00126458	03/16/2023
Check Total:					1,956.00				
MW OH	CSG CONSULTANTS INC V011609	OCT BLDG INSPECT SVS	102532-6290 Dept. Contract Services	AP031323	14,630.00	47072	P12547	00126459	03/16/2023
MW OH	CSG CONSULTANTS INC V011609	NOV BLDG INSPECT SVS	102532-6290 Dept. Contract Services	AP031323	12,350.00	47932	P12547	00126459	03/16/2023
MW OH	CSG CONSULTANTS INC V011609	DEC BLDG INSPECT SVS	102532-6290 Dept. Contract Services	AP031323	13,300.00	48551	P12547	00126459	03/16/2023
MW OH	CSG CONSULTANTS INC V011609	JAN BLDG INSPECT SVS	102532-6290 Dept. Contract Services	AP031323	13,300.00	49061	P12547	00126459	03/16/2023
MW OH	CSG CONSULTANTS INC V011609	JAN FD PLAN CHECK, INSPECT SVS	102532-6050 Fire Plan Check Services	AP031323	2,530.00	49079	P12547	00126459	03/16/2023
Check Total:					56,110.00				

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MW OH	DELL MARKETING L.P. V000301	VLA CREATIVE CLOUD FOR TEAMS	101523-6136 Software Maintenance	AP031323	309.91	10650312686	P12809	00126460	03/16/2023
MW OH	DELL MARKETING L.P. V000301	VLA ACROBAT PRO SUBSCRIPTION	101523-6136 Software Maintenance	AP031323	72.20	10650874900	P12809	00126460	03/16/2023
MW OH	DELL MARKETING L.P. V000301	DELL COMPUTER EQUIPMENT	101523-6136 Software Maintenance	AP031323	1,362.26	10651753092	P12809	00126460	03/16/2023
MW OH	DELL MARKETING L.P. V000301	DELL COMPUTER EQUIPMENT	101523-6136 Software Maintenance	AP031323	1,362.26	10651753105	P12809	00126460	03/16/2023
Check Total:					3,106.63				
MW OH	DENNIS GRUBB & V012137	FIRE PLAN CHECK SERVICES	102532-6050 Fire Plan Check Services	AP031323	1,890.00	3041		00126461	03/16/2023
MW OH	DENNIS GRUBB & V012137	FD INSPECTIONS SERVICE	103066-6290 Dept. Contract Services	AP031323	4,490.00	3057	P12571	00126461	03/16/2023
Check Total:					6,380.00				
MW OH	DEPARTMENT OF JUSTICE V000213	FEB LIVESCAN PROCESSING	101512-6099 Professional Services	AP031323	160.00	641047		00126462	03/16/2023
MW OH	DEPARTMENT OF JUSTICE V000213	FEB LIVESCAN PROCESSING	0044-2053 DOJ Livescan	AP031323	64.00	641047		00126462	03/16/2023
MW OH	DEPARTMENT OF JUSTICE V000213	FEB LIVESCAN PROCESSING	0044-2054 FBI Livescan	AP031323	17.00	641047		00126462	03/16/2023
Check Total:					241.00				
MW OH	DUNN-EDWARDS CORP V000307	PAINTING SUPPLIES	103654-6130 Repair & Maint/Facilities	AP031323	114.66	2058512550		00126463	03/16/2023
Check Total:					114.66				
MW OH	ENTERPRISE FLEET V003312	JAN PD VEHICLE LEASE - BALANCE	103042-6165 Vehicle Rental	AP031323	696.71	FBN4652046A	P12531	00126464	03/16/2023
Check Total:					696.71				
MW OH	ESO SOLUTIONS INC	ANNUAL SOFTWARE SUBSCRIPTION	103066-6136	AP031323	5,295.00	ESO-105416		00126465	03/16/2023

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	V012188		Software Maintenance						
				Check Total:	5,295.00				
MW OH	FIFTH AVENUE CLEANERS V010431	FEB PD DRY CLEANING SVS	103040-6290 Dept. Contract Services	AP031323	673.45	FEBRUARY 23		00126466	03/16/2023
				Check Total:	673.45				
MW OH	FIRST DUE ELEVATOR V012491	ELEVATOR RESCUE TOOLS	103066-6301 Special Department Expenses	AP031323	1,508.91	23-103		00126467	03/16/2023
				Check Total:	1,508.91				
MW OH	FOSTER MORRISON V012475	MAR CONSULTING SERVICE	799203-6770 Infrastructure - Major Studies	AP031323	6,900.00	IN1-23-4001	P12787	00126468	03/16/2023
				Check Total:	6,900.00				
MW OH	GALLS LLC V000438	FD UNIFORMS	103066-6360 Uniforms	AP031323	667.25	023671953		00126469	03/16/2023
MW OH	GALLS LLC V000438	FD UNIFORM	103066-6360 Uniforms	AP031323	23.71	023671961		00126469	03/16/2023
MW OH	GALLS LLC V000438	FD UNIFORMS	103066-6360 Uniforms	AP031323	92.55	023671984		00126469	03/16/2023
				Check Total:	783.51				
MW OH	GLASBY MAINT. SUPPLY V000445	COJANITORIAL SUPPLIES	103654-6301 Special Department Expenses	AP031323	5.04	331547B		00126470	03/16/2023
				Check Total:	5.04				
MW OH	GOLDEN STATE WATER V000928	JAN-FEB WATER CHARGES	109595-6335 Water	AP031323	5,934.46	031423		00126471	03/16/2023
MW OH	GOLDEN STATE WATER V000928	JAN-FEB WATER CHARGES	296561-6335 Water	AP031323	1,239.14	031423		00126471	03/16/2023
				Check Total:	7,173.60				
MW OH	GOVINVEST INC	COSTING MODULE - SUBSCRIPTION	101523-6136	AP031323	16,000.00	2022-4218		00126472	03/16/2023

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	V012494		Software Maintenance						
				Check Total:	16,000.00				
MW OH	GST V009410	OLD CH INSWITCH/ACCESS POINTS	795106-6850 Building & Facilities	AP031323	3,871.32	INV86859	P12716	00126473	03/16/2023
				Check Total:	3,871.32				
MW OH	HOUSTON & HARRIS PCS INC	FEB SEWER CLEANING SVS	484356-6120 R & M/Sewer & Storm Drain	AP031323	39,289.77	23-25124	P12579	00126474	03/16/2023
	V010110			Check Total:	39,289.77				
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6130 Repair & Maint/Facilities	AP031323	447.69	0008614072-001	P12634	00126475	03/16/2023
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6130 Repair & Maint/Facilities	AP031323	109.18	0008670628-001	P12634	00126475	03/16/2023
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6130 Repair & Maint/Facilities	AP031323	127.64	0008933506-001	P12634	00126475	03/16/2023
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6130 Repair & Maint/Facilities	AP031323	77.07	5309990-00	P12634	00126475	03/16/2023
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6130 Repair & Maint/Facilities	AP031323	219.44	5321354-00	P12634	00126475	03/16/2023
				Check Total:	981.02				
MW OH	JACOB GREEN & ASSOCIATES	FEB PROFESSIONAL COACHING SVS	109595-6999 Other Expenditure	AP031323	800.00	2217	P12719	00126476	03/16/2023
	V012276			Check Total:	800.00				
MW OH	JONES & MAYER V009822	JAN LEGAL SERVICES	101005-6005 Legal Services	AP031323	186.73	105837		00126477	03/16/2023
MW OH	JONES & MAYER V009822	JAN LITIGATION SERVICES	101005-6006 Litigation	AP031323	3,338.61	114389		00126477	03/16/2023
MW OH	JONES & MAYER V009822	JAN LEGAL SERVICES	101005-6005 Legal Services	AP031323	165.40	114390		00126477	03/16/2023

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MW OH	JONES & MAYER V009822	JAN LEGAL SERVICES	101005-6005 Legal Services	AP031323	41.50	114391		00126477	03/16/2023
MW OH	JONES & MAYER V009822	JAN LITIGATION SERVICES	101005-6006 Litigation	AP031323	89.37	114392		00126477	03/16/2023
MW OH	JONES & MAYER V009822	JAN LEGAL SERVICES	101005-6005 Legal Services	AP031323	103.74	114395		00126477	03/16/2023
MW OH	JONES & MAYER V009822	JAN LITIGATION SERVICES	101005-6006 Litigation	AP031323	67.03	114397		00126477	03/16/2023
MW OH	JONES & MAYER V009822	JAN LITIGATION SERVICES	101005-6006 Litigation	AP031323	2,949.43	114398		00126477	03/16/2023
MW OH	JONES & MAYER V009822	JAN LITIGATION SERVICES	101005-6006 Litigation	AP031323	134.06	114399		00126477	03/16/2023
MW OH	JONES & MAYER V009822	JAN LEGAL SERVICES	101005-6005 Legal Services	AP031323	705.42	114404		00126477	03/16/2023
MW OH	JONES & MAYER V009822	JAN LEGAL SERVICES	101005-6005 Legal Services	AP031323	23,148.92	114574		00126477	03/16/2023
Check Total:					30,930.21				
MW OH	KEYSER MARSTON V010468	FEB REAL ESTATE ADV FOR BAKER	342534-6099 Professional Services	AP031323	4,421.25	0037635	P12732	00126478	03/16/2023
Check Total:					4,421.25				
MW OH	KOLB, CIMINO V011873	EMT CERTIFICATE REIMBURSEMENT	103066-6250 Staff Training	AP031323	165.50	030123		00126479	03/16/2023
MW OH	KOLB, CIMINO V011873	FD TRAINIG REGISTRATION	103066-6250 Staff Training	AP031323	25.00	030123		00126479	03/16/2023
Check Total:					190.50				
MW OH	KOSMONT TRANSACTIONS V011935	JAN PORTFOLIO MGMT SVS	102020-6099 Professional Services	AP031323	2,994.18	2201.6-0012	P12532	00126480	03/16/2023
Check Total:					2,994.18				

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MW OH	LEHR AUTO V009930	GUN RACK REPAIR	103041-6137 Repair Maint/Equipment	AP031323	438.59	SI84722		00126481	03/16/2023
					Check Total:	438.59			
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - VALDEZ	103041-6360 Uniforms	AP031323	250.67	INV680924		00126482	03/16/2023
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - TORRES	103043-6360 Uniforms	AP031323	86.98	INV681373		00126482	03/16/2023
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - CLEVELAND	103041-6360 Uniforms	AP031323	1,309.29	INV681979		00126482	03/16/2023
					Check Total:	1,646.94			
MW OH	LOMELI, CATHY V011463	EMT CERTIFICATE REIMBURSEMENT	103066-6250 Staff Training	AP031323	152.31	030723		00126483	03/16/2023
					Check Total:	152.31			
MW OH	LYNCH EMS V011542	MAR EMT SERVICES	101516-6290 Dept. Contract Services	AP031323	86,198.12	23-5544	P12477	00126484	03/16/2023
					Check Total:	86,198.12			
MW OH	MANAGED HEALTH V008122	DEC EMPLOYEE ASSISTANT	395083-5161 Health Insurance Premiums	AP031323	518.70	PRM-076848		00126485	03/16/2023
					Check Total:	518.70			
MW OH	MARIPOSA LANDSCAPES INC V000647	EBB LANDSCAPE MAINT - LMD	296561-6115 Landscaping	AP031323	6,040.63	101460	P12471	00126486	03/16/2023
MW OH	MARIPOSA LANDSCAPES INC V000647	EBB LANDSCAPE MAINT	173555-6115 Landscaping	AP031323	9,142.92	101460	P12471	00126486	03/16/2023
MW OH	MARIPOSA LANDSCAPES INC V000647	EBB LANDSCAPE MAINT	103655-6115 Landscaping	AP031323	4,174.89	101460	P12471	00126486	03/16/2023
MW OH	MARIPOSA LANDSCAPES INC V000647	EBB LANDSCAPE MAINT - LIBRARY	103655-6115 / 21008-6115 Landscaping	AP031323	1,655.06	101460	P12471	00126486	03/16/2023
					Check Total:	21,013.50			

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MW OH	MARTIN, ARMANDO V011735	FEB ANIMAL REMOVAL SVS	103045-6280 Animal Control Services	AP031323	600.00	0001890	P12515	00126487	03/16/2023
					Check Total:	600.00			
MW OH	MC FADDEN-DALE V000635	PW MAINTENANCE SUPPLIES	103654-6301 Special Department Expenses	AP031323	27.69	507052/5		00126488	03/16/2023
MW OH	MC FADDEN-DALE V000635	PW MAINTENANCE SUPPLIES	103654-6301 Special Department Expenses	AP031323	116.59	507565/5		00126488	03/16/2023
					Check Total:	144.28			
MW OH	MICHAEL BAKER V010699	JAN SDMP CONSULTING SVS	794201-6751 Infrastructure - Storm Drain	AP031323	14,607.50	1172385	P12538	00126489	03/16/2023
					Check Total:	14,607.50			
MW OH	MUNICIPAL EMERGENCY V011423	FD CHAMELEON SOFTSHELL JACKET	T03066-6360 Uniforms	AP031323	140.10	IN1841573		00126490	03/16/2023
MW OH	MUNICIPAL EMERGENCY V011423	LEATHER STRUCTURAL BOOT	103066-6301 Special Department Expenses	AP031323	677.07	IN1843984	P12790	00126490	03/16/2023
					Check Total:	817.17			
MW OH	NGUYEN, CATHY NGO V012228	TRAVEL REIMBURSEMENT	103550-6245 Meetings & Conferences	AP031323	17.69	022323		00126491	03/16/2023
MW OH	NGUYEN, CATHY NGO V012228	TRAVEL REIMBURSEMENT	103550-6245 Meetings & Conferences	AP031323	27.10	030223		00126491	03/16/2023
					Check Total:	44.79			
MW OH	NOVA SECURITY SYSTEMS V009819	OLD CH- CONTROLLER & FOB	795106-6850 Building & Facilities	AP031323	9,525.36	17428	P12799	00126492	03/16/2023
					Check Total:	9,525.36			
MW OH	ORANGE COUNTY V012478	FENCE PANELS 50% DOWN PMT	103654-6130 Repair & Maint/Facilities	AP031323	2,400.00	1615	P12797	00126493	03/16/2023
					Check Total:	2,400.00			
MW OH	PACIFIC PRODUCTS &	SIGN -NO DUMPING DRAINS TO OC	103652-6310	AP031323	456.86	31510		00126494	03/16/2023

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	V003763		Street Signs						
				Check Total:	456.86				
MW OH	PARS V006999	NOV ARS-PARS FEES	395083-6025 Third Party Administration	AP031323	736.14	52211		00126495	03/16/2023
MW OH	PARS V006999	NOV REP-PARS FEES	395083-6025 Third Party Administration	AP031323	400.00	52333		00126495	03/16/2023
MW OH	PARS V006999	JAN ARS-PARS FEES	395083-6025 Third Party Administration	AP031323	755.33	52632		00126495	03/16/2023
MW OH	PARS V006999	JAN REP-PARS FEES	395083-6025 Third Party Administration	AP031323	400.00	52756		00126495	03/16/2023
				Check Total:	2,291.47				
MW OH	PATH V011455	FEB NAV CTR MGMT SVS	784070-6290 Dept. Contract Services	AP031323	137,334.00	800-0223	P12570	00126496	03/16/2023
				Check Total:	137,334.00				
MW OH	PERIMETER PROTECTION V011153	CH - INSTALL CAMERAS	101523-6840 Machinery & Equipment	AP031323	7,494.00	1008	P12763	00126497	03/16/2023
				Check Total:	7,494.00				
MW OH	PLACENTIA YORBA LINDA V000794	GOLD FOIL FOLDERS	109595-6230 Printing & Binding	AP031323	328.43	60359		00126498	03/16/2023
MW OH	PLACENTIA YORBA LINDA V000794	CITY CERTIFICATE PAPER	109595-6230 Printing & Binding	AP031323	35.25	60373		00126498	03/16/2023
				Check Total:	363.68				
MW OH	PLACEWORKS V012423	CHAPMAN CORRIDOR REGULATORY	509104-6017 Special Studies	AP031323	12,189.19	81270	P12708	00126499	03/16/2023
				Check Total:	12,189.19				
MW OH	PRUDENTIAL OVERALL V000836	3/1 PW UNIFORM CLEANING SVS	103650-6360 Uniforms	AP031323	161.20	62788381	P12480	00126500	03/16/2023
MW OH	PRUDENTIAL OVERALL	3/8 PW UNIFORM CLEANING SVS	103650-6360	AP031323	163.29	62790281	P12480	00126500	03/16/2023

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	V000836		Uniforms						
				Check Total:	324.49				
MW OH	PYROCOP INC V012136	FIRE INVESTIGATION	103066-6290 Dept. Contract Services	AP031323	1,267.48	2023-0016	P12625	00126501	03/16/2023
MW OH	PYROCOP INC V012136	FIRE INVESTIGATIONS	103066-6290 Dept. Contract Services	AP031323	2,317.48	2023-0017	P12625	00126501	03/16/2023
				Check Total:	3,584.96				
MW OH	QUALITY TILE AND STONE V012378	KITCHENET TILE MAT/LABOR	103654-6130 Repair & Maint/Facilities	AP031323	6,500.00	P127761	P12761	00126502	03/16/2023
MW OH	QUALITY TILE AND STONE V012378	KITCHENET TILE MAT/LABOR	103654-6130 Repair & Maint/Facilities	AP031323	1,075.00	P127761	P12761	00126502	03/16/2023
				Check Total:	7,575.00				
MW OH	QUICKTURN PROFESSIONAL V012486	FD T-SHIRTS, HOODED SWEATSHIRT	103066-6361 Personal Protection Equipment	AP031323	8,000.99	I037748	P12801	00126503	03/16/2023
				Check Total:	8,000.99				
MW OH	RALPH ANDERSEN & V012490	RECRUITMENT FOR DIRECTOR OF HR	01512-6001 Management Consulting Services	AP031323	15,000.00	INV-03846	P12804	00126504	03/16/2023
MW OH	RALPH ANDERSEN & V012490	RECRUITMENT FOR DIRECTOR OF HR	01512-6001 Management Consulting Services	AP031323	10,000.00	INV-03976	P12804	00126504	03/16/2023
				Check Total:	25,000.00				
MW OH	REVIVAL RENOVATIONS V012492	BLDG PERMIT CANCELLATION	0044-2030 Strong Motion Fees/Res.	AP031323	0.98	B23-1145		00126505	03/16/2023
MW OH	REVIVAL RENOVATIONS V012492	BLDG PERMIT CANCELLATION	0044-2036 CBSC State Fee	AP031323	0.50	B23-1145		00126505	03/16/2023
MW OH	REVIVAL RENOVATIONS V012492	BLDG PERMIT CANCELLATION	0044-2049 Health & Safety Collection	AP031323	2.50	B23-1145		00126505	03/16/2023
MW OH	REVIVAL RENOVATIONS V012492	BLDG PERMIT CANCELLATION	102532-4160 Building Permits	AP031323	187.75	B23-1145		00126505	03/16/2023

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MW OH	REVIVAL RENOVATIONS V012492	BLDG PERMIT CANCELLATION	740000-4302 General Plan Update Fee	AP031323	22.50	B23-1145		00126505	03/16/2023
MW OH	REVIVAL RENOVATIONS V012492	BLDG PERMIT CANCELLATION	750000-4303 Technology Fee	AP031323	13.13	B23-1145		00126505	03/16/2023
					Check Total:	227.36			
MW OH	SAGECREST PLANNING ANDJAN V010576	BLDG PLAN CHECK, INSPECT	102532-6290 Dept. Contract Services	AP031323	16,000.00	3976	P12603	00126506	03/16/2023
					Check Total:	16,000.00			
MW OH	SECO ELECTRIC & LIGHTING V010182	ELECTRICAL MAINT AND REPAIRS	103654-6130 Repair & Maint/Facilities	AP031323	78.84	7843		00126507	03/16/2023
MW OH	SECO ELECTRIC & LIGHTING V010182	ELECTRICAL MAINT AND REPAIRS	103654-6130 Repair & Maint/Facilities	AP031323	678.39	7847		00126507	03/16/2023
					Check Total:	757.23			
MW OH	SELMAN CHEVROLET V009997	VEHICLE MAINT - PARTS, LABOR	103658-6134 Vehicle Repair & Maintenance	AP031323	1,581.37	CVCS915600		00126508	03/16/2023
					Check Total:	1,581.37			
MW OH	SHADER, RHONDA V010255	TRAVEL REIMBURSEMENT	101001-6245 Meetings & Conferences	AP031323	138.00	031423		00126509	03/16/2023
					Check Total:	138.00			
MW OH	SO CAL GAS V000909	FEB-MAR GAS CHARGES	109595-6340 Natural Gas	AP031323	475.66	031423		00126510	03/16/2023
					Check Total:	475.66			
MW OH	SOUTHERN CALIFORNIA V000910	FEB-MAR ELECTRIC CHARGES	109595-6330 / 21009-6330 Electricity	AP031323	82.64	031323		00126511	03/16/2023
MW OH	SOUTHERN CALIFORNIA V000910	FEB-MAR ELECTRIC CHARGES	109595-6330 / 21010-6330 Electricity	AP031323	9.39	031323		00126511	03/16/2023
MW OH	SOUTHERN CALIFORNIA V000910	FEB-MAR ELECTRIC CHARGES	109595-6330 Electricity	AP031323	15,314.91	031323		00126511	03/16/2023

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MW OH	SOUTHERN CALIFORNIA V000910	FEB-MAR ELECTRIC CHARGES	800000-6330 Electricity	AP031323	52.87 031323		00126511	03/16/2023
MW OH	SOUTHERN CALIFORNIA V000910	FEB-MAR ELECTRIC CHARGES	296561-6330 Electricity	AP031323	157.02 031323		00126511	03/16/2023
				Check Total:	15,616.83			
MW OH	SOUTHERN CALIFORNIA V009955	FEB NEWSPAPER PUBLICATIONS	101002-6255 Dues & Memberships	AP031323	758.72 561292		00126512	03/16/2023
				Check Total:	758.72			
MW OH	STERICYCLE V000905	FEB SHREDDING SERVICE	374386-6299 Other Purchased Services	AP031323	327.64 8003501089		00126513	03/16/2023
				Check Total:	327.64			
MW OH	TIAA COMMERCIAL FINANCE V010867	FEB PRINTER MANAGEMENT SVS	109595-6137 Repair Maint/Equipment	AP031323	2,039.17 9415007	P12702	00126514	03/16/2023
				Check Total:	2,039.17			
MW OH	TIME WARNER CABLE V007869	2/21-3/20 EOC SPECTRUM SERVICE	109595-6215 Telephone/Internet	AP031323	709.20 0034466022623		00126515	03/16/2023
				Check Total:	709.20			
MW OH	TITAN ENVIRONMENTAL V011743	ASBESTOS INSPECTION SURVEY	105213-6850 / 229999-6850 Building & Facilities	AP031323	2,045.00 11107871		00126516	03/16/2023
MW OH	TITAN ENVIRONMENTAL V011743	OLD CH ASBESTOS & LEAD SURVEY	103593-6099 Professional Services	AP031323	1,745.00 11109051		00126516	03/16/2023
MW OH	TITAN ENVIRONMENTAL V011743	OLD CH ASBESTOS & LEAD SURVEY	103593-6099 Professional Services	AP031323	555.00 11109249		00126516	03/16/2023
				Check Total:	4,345.00			
MW OH	TOTUM CORP V010229	FEB PSC - CONST INSPECTION SVS	105213-6850 / 229999-6850 Building & Facilities	AP031323	29,942.50 206057	P12762	00126517	03/16/2023
				Check Total:	29,942.50			
MW OH	TOWNSEND PUBLIC AFFAIRS	MAR ADVOCACY SVS	101001-6001	AP031323	5,000.00 19637	P12495	00126518	03/16/2023

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	V004165		Management Consulting Services						
				Check Total:	5,000.00				
MW OH	TTS ENGINEERING INC V012466	FEB PSC - CONSTRUCTION SVS	105213-6850 / 229999-6850 Building & Facilities	AP031323	176,619.58	23301-2	P12777	00126519	03/16/2023
				Check Total:	176,619.58				
MW OH	V & V MANUFACTURING INC V010393	FIRE HAT BADGES & BUGLES	103066-6360 Uniforms	AP031323	945.88	55804		00126520	03/16/2023
				Check Total:	945.88				
MW OH	VERIZON WIRELESS V008735	01/21-2/20 IPADS INTERNET	109595-6215 Telephone/Internet	AP031323	220.95	9928182619		00126521	03/16/2023
				Check Total:	220.95				
MW OH	WELLS FARGO VENDOR V010076	FIN3/14-4/13 COPIER/PRINTER SVS	109595-6175 Office Equipment Rental	AP031323	188.36	5024107926		00126522	03/16/2023
				Check Total:	188.36				
MW OH	WEST COAST ARBORISTS INC V001124	JUL TREE TRIMMING SVS	173555-6116 Tree Maintenance	AP031323	15,860.50	188507	P12554	00126523	03/16/2023
MW OH	WEST COAST ARBORISTS INC V001124	JUL TREE TRIMMING SVS	103655-6116 Tree Maintenance	AP031323	15,860.50	188507	P12554	00126523	03/16/2023
MW OH	WEST COAST ARBORISTS INC V001124	OCT TREE TRIMMING SVS	103655-6116 Tree Maintenance	AP031323	4,049.00	192407	P12554	00126523	03/16/2023
MW OH	WEST COAST ARBORISTS INC V001124	OCT TREE TRIMMING SVS	173555-6116 Tree Maintenance	AP031323	4,049.00	192407	P12554	00126523	03/16/2023
MW OH	WEST COAST ARBORISTS INC V001124	NOV TREE TRIMMING SVS	173555-6116 Tree Maintenance	AP031323	1,650.00	193684	P12554	00126523	03/16/2023
MW OH	WEST COAST ARBORISTS INC V001124	NOV TREE TRIMMING SVS	103655-6116 Tree Maintenance	AP031323	1,650.00	193684	P12554	00126523	03/16/2023
MW OH	WEST COAST ARBORISTS INC V001124	DEC TREE TRIMMING SVS	103655-6116 Tree Maintenance	AP031323	1,083.00	194207	P12554	00126523	03/16/2023

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MW OH	WEST COAST ARBORISTS V001124	INDEC TREE TRIMMING SVS	173555-6116 Tree Maintenance	AP031323	1,083.00	194207	P12554	00126523	03/16/2023
MW OH	WEST COAST ARBORISTS V001124	INØ/16-28 BOX TREE PLANTING	173555-6116 Tree Maintenance	AP031323	150.00	197047	P12554	00126523	03/16/2023
MW OH	WEST COAST ARBORISTS V001124	INØ/16-28 BOX TREE PLANTING	103655-6116 Tree Maintenance	AP031323	150.00	197047	P12554	00126523	03/16/2023
MW OH	WEST COAST ARBORISTS V001124	INØ/16-28 TREE PLANT/CREW RENTAL	103655-6116 Tree Maintenance	AP031323	570.00	197048	P12554	00126523	03/16/2023
MW OH	WEST COAST ARBORISTS V001124	INØ/16-28 TREE PLANT/CREW RENTAL	173555-6116 Tree Maintenance	AP031323	570.00	197048	P12554	00126523	03/16/2023
Check Total:					46,725.00				
MW OH	YORBA LINDA WATER V010514	ANNUAL CAPITAL FINANCE CHARGE	09595-6335 Water	AP031323	1,930.32	6259-550984		00126524	03/16/2023
Check Total:					1,930.32				
MW OH	ALCALA, JASON V006564	PD TRAINING EXPENSES REIMB.	213041-6250 Staff Training	AP032023	26.78	ALCALA032123		00126525	03/23/2023
Check Total:					26.78				
MW OH	ALL AMERICAN ASPHALT V000067	JAN CONSTRUCTION SVS	601201-6740 Infrastructure - Streets	AP032023	516,452.62	1201-4	P12550	00126526	03/23/2023
MW OH	ALL AMERICAN ASPHALT V000067	JAN CONSTRUCTION SVS	791201-6740 Infrastructure - Streets	AP032023	406,137.28	1201-4	P12550	00126526	03/23/2023
MW OH	ALL AMERICAN ASPHALT V000067	JAN CONSTRUCTION SVS	181201-6740 Infrastructure - Streets	AP032023	113,344.65	1201-4	P12550	00126526	03/23/2023
MW OH	ALL AMERICAN ASPHALT V000067	JAN CONSTRUCTION SVS	331201-6740 Infrastructure - Streets	AP032023	55,712.50	1201-4	P12550	00126526	03/23/2023
Check Total:					1,091,647.05				
MW OH	ALLSTAR FIRE EQUIPMENT V011950	FOAM EDUCTOR W/TUBE & HOSE	103066-6301 Special Department Expenses	AP032023	2,361.63	246091		00126527	03/23/2023

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					Check Total:	2,361.63			
MW OH	AMAZON CAPITAL SERVICES V012336	EASTER EGGCITEMENT SUPPLIES	104071-6301 Special Department Expenses	AP032023	635.70	16TD-TXRM-		00126528	03/23/2023
MW OH	AMAZON CAPITAL SERVICES V012336	OFFICE SUPPLIES	103065-6315 Office Supplies	AP032023	481.00	179R-J1CV-		00126528	03/23/2023
					Check Total:	1,116.70			
MW OH	AMERICAN OFFICE V009212	OLD CH FURNITURE	795106-6850 Building & Facilities	AP032023	11,095.51	14058A		00126529	03/23/2023
					Check Total:	11,095.51			
MW OH	AT&T V004144	FEB-MAR PHONE CHARGES	296561-6215 Telephone/Internet	AP032023	1,290.92	032023		00126530	03/23/2023
MW OH	AT&T V004144	FEB-MAR PHONE CHARGES	109595-6215 Telephone/Internet	AP032023	6,403.10	032023		00126530	03/23/2023
					Check Total:	7,694.02			
MW OH	BRENNAN ESTIMATING V011259	FIRE AND SECURITY ALARM	103654-6127 Alarm Monitoring	AP032023	1,865.00	9800	P12660	00126531	03/23/2023
					Check Total:	1,865.00			
MW OH	CALIFORNIA STATE V006510	FEB CSUF PD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP032023	2.50	23-158		00126532	03/23/2023
					Check Total:	2.50			
MW OH	CALMAT CO. V010007	ASPHALT	103652-6301 Special Department Expenses	AP032023	1,040.92	73575803	P12556	00126533	03/23/2023
MW OH	CALMAT CO. V010007	ASPHALT	103652-6301 Special Department Expenses	AP032023	1,343.78	73575804	P12556	00126533	03/23/2023
					Check Total:	2,384.70			
MW OH	CANON FINANCIAL SERVICES V008979	31-31 COPIER LEASE	109595-6175 Office Equipment Rental	AP032023	254.09	30163200		00126534	03/23/2023
MW OH	CANON FINANCIAL SERVICES	1-2/28 COPIER USAGE	109595-6175	AP032023	3,894.43	30163201		00126534	03/23/2023

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	V008979		Office Equipment Rental						
				Check Total:	4,148.52				
MW OH	CHARTER COMMUNICATIONS V004450	12-4/11 BACKS BLDG INTERNET	109595-6215 Telephone/Internet	AP032023	299.98	0629685031223		00126535	03/23/2023
				Check Total:	299.98				
MW OH	CITY OF BREA V000125	OLD TOWN FACADE PRJ POSTER	103550-6230 Printing & Binding	AP032023	53.88	ASR0000190		00126536	03/23/2023
				Check Total:	53.88				
MW OH	CITY OF BUENA PARK V012498	10/22 GUN BUYBACK POLICE SVS	503040-6301 / 233001-6301 Special Department Expenses	AP032023	3,297.77	11-650402-3721		00126537	03/23/2023
				Check Total:	3,297.77				
MW OH	CLEAR CHOICE LIEN SALES 2/8 LIEN SERVICES V005847		103047-6182 Lien Services	AP032023	50.00	203-020823		00126538	03/23/2023
MW OH	CLEAR CHOICE LIEN SALES 2/15 LIEN SERVICES V005847		103047-6182 Lien Services	AP032023	25.00	209-021523		00126538	03/23/2023
MW OH	CLEAR CHOICE LIEN SALES 2/23 LIEN SERVICES V005847		103047-6182 Lien Services	AP032023	25.00	216-022323		00126538	03/23/2023
MW OH	CLEAR CHOICE LIEN SALES 2/8 LIEN SERVICES V005847		103047-6182 Lien Services	AP032023	30.00	6767-020823		00126538	03/23/2023
				Check Total:	130.00				
MW OH	COLANTUONO HIGHSMITH & AN LEGAL SERCIVES V009754		101005-6005 Legal Services	AP032023	16.78	54982A		00126539	03/23/2023
MW OH	COLANTUONO HIGHSMITH & EB LEGAL SERVICES V009754		101005-6005 Legal Services	AP032023	50.85	55328		00126539	03/23/2023
				Check Total:	67.63				
MW OH	COSTAR REALTY V012340	MAR REAL ESTATE & PROP DATA	109595-6999 Other Expenditure	AP032023	540.00	117381708-1	P12608	00126540	03/23/2023

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				Check Total:	540.00				
MW OH	COUNTY OF ORANGE V008881	MAR OCATES CLETS/LIVESCAN SVS	103043-6099 Professional Services	AP032023	1,104.51	SH 64921	P12478	00126541	03/23/2023
				Check Total:	1,104.51				
MW OH	COUNTY OF ORANGE V000715	ENGRAVED PORTABLE RADIOS	103066-6137 Repair Maint/Equipment	AP032023	639.00	STTM000792		00126542	03/23/2023
				Check Total:	639.00				
MW OH	CRAFCO INC. V009329	COLD PATCH MATERIALS	103652-6301 Special Department Expenses	AP032023	1,422.30	9402883108		00126543	03/23/2023
				Check Total:	1,422.30				
MW OH	CSG CONSULTANTS INC V011609	FEB BLDG INSPECT SVS	102532-6290 Dept. Contract Services	AP032023	14,392.50	49577	P12547	00126544	03/23/2023
MW OH	CSG CONSULTANTS INC V011609	FEB FD PLAN CHECK, INSPECT SVS	102532-6050 Fire Plan Check Services	AP032023	1,725.00	49606	P12547	00126544	03/23/2023
				Check Total:	16,117.50				
MW OH	DATA TICKET INC. V006119	FEB CITATION PROCESSING	102533-6290 Dept. Contract Services	AP032023	1,286.90	148735		00126545	03/23/2023
				Check Total:	1,286.90				
MW OH	DENNIS GRUBB & V012137	FIRE PLAN CHECK SERVICE	102532-6050 Fire Plan Check Services	AP032023	2,060.00	3055		00126546	03/23/2023
MW OH	DENNIS GRUBB & V012137	3/1-17 FD INSP & PLAN CHECKS	103066-6290 Dept. Contract Services	AP032023	5,770.00	3056	P12571	00126546	03/23/2023
				Check Total:	7,830.00				
MW OH	ENTERPRISE FLEET V003312	MAR PD VEHICLE LEASE PMT	103041-6165 Vehicle Rental	AP032023	4,372.74	FBN4689461	P12531	00126547	03/23/2023
MW OH	ENTERPRISE FLEET V003312	MAR PD VEHICLE LEASE PMT	103042-6165 Vehicle Rental	AP032023	8,120.78	FBN4689461	P12531	00126547	03/23/2023

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					Check Total:	12,493.52			
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP032023	203.84	102-182159	P12506	00126548	03/23/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP032023	307.81	102-182963	P12506	00126548	03/23/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP032023	115.56	102-183078	P12506	00126548	03/23/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP032023	1,079.33	12-5089782	P12506	00126548	03/23/2023
					Check Total:	1,706.54			
MW OH	FAIRWAY FORD V000376	FEB VEHICLE REBATE PROGRAM	102534-6363 Resident Vehicle Rebate Prog	AP032023	1,500.00	FEBRUARY,		00126549	03/23/2023
					Check Total:	1,500.00			
MW OH	FERGUSON, SCOTT V011709	UNIFORM ALTERATION REIMB.	103066-6360 Uniforms	AP032023	90.00	10730		00126550	03/23/2023
					Check Total:	90.00			
MW OH	FIREFIGHTERS SAFETY V011346	RESERVE UNIFORM ITEMS	103066-6360 Uniforms	AP032023	388.51	29238		00126551	03/23/2023
					Check Total:	388.51			
MW OH	FLOCK SAFETY V011598	FLOCK CAMERAS - NAV CENTER	784070-6935 Lease Expenditure	AP032023	18,000.00	INV-5635	P12813	00126552	03/23/2023
					Check Total:	18,000.00			
MW OH	GALLS LLC V000438	FD UNIFORMS	103066-6360 Uniforms	AP032023	435.67	023734819		00126553	03/23/2023
MW OH	GALLS LLC V000438	FD UNIFORMS	103066-6360 Uniforms	AP032023	-471.45	023755233		00126553	03/23/2023
MW OH	GALLS LLC V000438	PD UNIFORMS - KING	103041-6360 Uniforms	AP032023	317.66	023805570		00126553	03/23/2023

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MW OH	GALLS LLC V000438	PD UNIFORMS - KING	103041-6360 Uniforms	AP032023	338.07	023805576		00126553	03/23/2023
MW OH	GALLS LLC V000438	FD UNIFORMS	103066-6360 Uniforms	AP032023	31.22	023805605		00126553	03/23/2023
MW OH	GALLS LLC V000438	FD UNIFORMS	103066-6360 Uniforms	AP032023	33.92	023805629		00126553	03/23/2023
Check Total:					685.09				
MW OH	GEOCON WEST INC V011765	PSC - GEOTHECHNICAL INSP	105213-6850 / 229999-6850 Building & Facilities	AP032023	1,565.00	723020040	P12771	00126554	03/23/2023
Check Total:					1,565.00				
MW OH	GILLIS, JOSEPH V008160	PD TRAINING MEAL, MILEAGE	213041-6250 Staff Training	AP032023	388.46	GILLIS032023M		00126555	03/23/2023
Check Total:					388.46				
MW OH	GOLDEN STATE WATER V000928	FEB-MAR WATER CHARGES	109595-6335 Water	AP032023	1,583.89	032023		00126556	03/23/2023
MW OH	GOLDEN STATE WATER V000928	FEB-MAR WATER CHARGES	296561-6335 Water	AP032023	131.12	032023		00126556	03/23/2023
Check Total:					1,715.01				
MW OH	GST V009410	CISCO DUO SECURITY LICENSE	101523-6136 Software Maintenance	AP032023	3,128.40	INV86884	P12810	00126557	03/23/2023
Check Total:					3,128.40				
MW OH	H&S ENERGY LLC V010680	NOV CAR WASH SERVICES	103658-6301 Special Department Expenses	AP032023	279.00	031423A	P12621	00126558	03/23/2023
MW OH	H&S ENERGY LLC V010680	DEC CAR WASH SERVICES	103658-6301 Special Department Expenses	AP032023	250.00	031423B	P12621	00126558	03/23/2023
MW OH	H&S ENERGY LLC V010680	JAN CAR WASH SERVICES	103658-6301 Special Department Expenses	AP032023	290.00	031423C	P12621	00126558	03/23/2023
MW OH	H&S ENERGY LLC	FEB CAR WASH SERVICES	103658-6301	AP032023	497.00	031423D	P12621	00126558	03/23/2023

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	V010680		Special Department Expenses						
				Check Total:	1,316.00				
MW OH	HEALTHPOINTE MEDICAL V010713	FEB EMPLOYEE PHYSICALS	101512-6099 Professional Services	AP032023	475.00	30601-3996898		00126559	03/23/2023
				Check Total:	475.00				
MW OH	HERREN, MATT V009898	PD TRAINING MEAL, MILEAGE	213041-6250 Staff Training	AP032023	372.13	HERREN030623		00126560	03/23/2023
				Check Total:	372.13				
MW OH	HI-WAY SAFETY RENTALS V000459	12/27-1/24 K-RAIL RENTAL	103652-6099 Professional Services	AP032023	1,300.00	117961	P12484	00126561	03/23/2023
				Check Total:	1,300.00				
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	104071-6130 Repair & Maint/Facilities	AP032023	247.70	0009742296-001	P12509	00126562	03/23/2023
				Check Total:	247.70				
MW OH	INLAND METRO SERVICES V012500	ENCROACHMENT FEE REFUND	103551-4155 Encroachment Permits	AP032023	450.00	011223		00126563	03/23/2023
MW OH	INLAND METRO SERVICES V012500	ENCROACHMENT FEE REFUND	750000-4303 Technology Fee	AP032023	10.00	011223		00126563	03/23/2023
MW OH	INLAND METRO SERVICES V012500	ENCROACHMENT FEE REFUND	103551-4310 Engineering Fees	AP032023	1,552.00	011223		00126563	03/23/2023
				Check Total:	2,012.00				
MW OH	JOHN HANCOCK USA-PARS V010625	PARS-FT P/E 3/04 PD 3/10	0010-2131 Employer PARS/ARS Payable	AP032023	773.21	PR2301005		00126564	03/23/2023
MW OH	JOHN HANCOCK USA-PARS V010625	PARS-FT P/E 3/04 PD 3/10	0010-2131 Employer PARS/ARS Payable	AP032023	872.01	PR2301005		00126564	03/23/2023
MW OH	JOHN HANCOCK USA-PARS V010625	PARS-FT P/E 3/04 PD 3/10	0010-2131 Employer PARS/ARS Payable	AP032023	638.88	PR2301005		00126564	03/23/2023
MW OH	JOHN HANCOCK USA-PARS	PARS-FT P/E 3/04 PD 3/10	0037-2131	AP032023	215.65	PR2301005		00126564	03/23/2023

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	V010625		Employer PARS/ARS Payable						
MW OH	JOHN HANCOCK USA-PARS V010625	PARS-FT P/E 3/04 PD 3/10	0037-2131 Employer PARS/ARS Payable	AP032023	73.54	PR2301005		00126564	03/23/2023
MW OH	JOHN HANCOCK USA-PARS V010625	PARS-FT P/E 3/04 PD 3/10	0029-2131 Employer PARS/ARS Payable	AP032023	17.77	PR2301005		00126564	03/23/2023
MW OH	JOHN HANCOCK USA-PARS V010625	PARS-FT P/E 3/04 PD 3/10	0054-2131 Employer PARS/ARS Payable	AP032023	52.53	PR2301005		00126564	03/23/2023
MW OH	JOHN HANCOCK USA-PARS V010625	PARS-FT P/E 3/04 PD 3/10	0054-2131 Employer PARS/ARS Payable	AP032023	4.50	PR2301005		00126564	03/23/2023
MW OH	JOHN HANCOCK USA-PARS V010625	PARS-FT P/E 3/04 PD 3/10	0048-2131 Employer PARS/ARS Payable	AP032023	102.57	PR2301005		00126564	03/23/2023
MW OH	JOHN HANCOCK USA-PARS V010625	PARS-FT P/E 3/04 PD 3/10	0048-2131 Employer PARS/ARS Payable	AP032023	52.53	PR2301005		00126564	03/23/2023
				Check Total:	2,803.19				
MW OH	KABBARA ENGINEERING V012453	ARCHITECTURE DESIGN SVS	109202-6770 / 229999-6770 Infrastructure - Major Studies	AP032023	2,181.90	1771	P12749	00126565	03/23/2023
MW OH	KABBARA ENGINEERING V012453	ARCHITECTURE DESIGN SVS	799202-6770 Infrastructure - Major Studies	AP032023	2,181.90	1771	P12749	00126565	03/23/2023
				Check Total:	4,363.80				
MW OH	KOA HILLS CONSULTING LLC V011519	27-3/9 CONSULTING SERVICES	796204-6840 Machinery & Equipment	AP032023	2,231.25	9722	P12541	00126566	03/23/2023
				Check Total:	2,231.25				
MW OH	KOSMONT COMPANIES V006131	FEB EIFD & IFP CONSULTING SVS	109595-6999 Other Expenditure	AP032023	1,014.00	2207.10-006	P12609	00126567	03/23/2023
MW OH	KOSMONT COMPANIES V006131	FEB SUCCESSION AGENCY SUPPORT	547525-6099 Professional Services	AP032023	84.50	15029.9-074	P12711	00126567	03/23/2023
				Check Total:	1,098.50				
MW OH	LIEBERT CASSIDY	DEC LITIGATION SERVICE	101005-6006	AP032023	309.50	232840		00126568	03/23/2023

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	V000597		Litigation						
MW OH	LIEBERT CASSIDY V000597	JAN LITIGATION SERVICE	101005-6006 Litigation	AP032023	596.00	234718		00126568	03/23/2023
Check Total:					905.50				
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - ROMERO	103043-6360 Uniforms	AP032023	1,034.29	INV685305		00126569	03/23/2023
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - VASQUEZ	103043-6360 Uniforms	AP032023	303.71	INV685682		00126569	03/23/2023
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - MERCADO	103040-6360 Uniforms	AP032023	212.80	INV685946		00126569	03/23/2023
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - SALGADO	103043-6360 Uniforms	AP032023	97.46	INV685990		00126569	03/23/2023
Check Total:					1,648.26				
MW OH	MARTIN, JO ANNE V012499	PARKING FEE REIMBURSEMENT	104070-6245 Meetings & Conferences	AP032023	20.00	039217		00126570	03/23/2023
MW OH	MARTIN, JO ANNE V012499	CAR RENT. REIMBURSEMENT	104070-6245 Meetings & Conferences	AP032023	455.85	411156852		00126570	03/23/2023
Check Total:					475.85				
MW OH	MIKE RAAHAUGES V010677	2/21 PISTOL RANGE USAGE	103043-6162 Range Training	AP032023	75.00	1786		00126571	03/23/2023
Check Total:					75.00				
MW OH	MOTOROLA SOLUTIONS V009892	VEHICLE CHARGER	676301-6350 Small Tools/Equipment	AP032023	377.00	8281585371	P12688	00126572	03/23/2023
MW OH	MOTOROLA SOLUTIONS V009892	SINGLE UNIT CHARGER	676301-6350 Small Tools/Equipment	AP032023	135.00	8281585371	P12688	00126572	03/23/2023
MW OH	MOTOROLA SOLUTIONS V009892	TRAVEL CHARGER	676301-6350 Small Tools/Equipment	AP032023	95.00	8281585371	P12688	00126572	03/23/2023
MW OH	MOTOROLA SOLUTIONS	MULTI-UNIT CHARGER	676301-6350	AP032023	1,136.00	8281585371	P12688	00126572	03/23/2023

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	V009892		Small Tools/Equipment						
MW OH	MOTOROLA SOLUTIONS V009892	SALES TAX	676301-6350 Small Tools/Equipment	AP032023	152.51	8281585371	P12688	00126572	03/23/2023
				Check Total:	1,895.51				
MW OH	MUNICIPAL EMERGENCY V011423	FD TAIL COAT	103066-6361 Personal Protection Equipment	AP032023	2,581.93	IN1846611	P12722	00126573	03/23/2023
MW OH	MUNICIPAL EMERGENCY V011423	FD PANTS	103066-6361 Personal Protection Equipment	AP032023	1,633.02	IN1846611	P12722	00126573	03/23/2023
				Check Total:	4,214.95				
MW OH	NUNGARAY, SAUL V007090	CWEA MEMBERSHIP DUES REIMB.	484356-6255 Dues & Memberships	AP032023	202.00	729854		00126574	03/23/2023
				Check Total:	202.00				
MW OH	ORANGE COUNTY V000699	OCEA P/E 3/4 PD 3/10	0029-2176 PCEA/OCEA Assoc Dues	AP032023	7.51	PR2301005		00126575	03/23/2023
MW OH	ORANGE COUNTY V000699	OCEA P/E 3/4 PD 3/10	0037-2176 PCEA/OCEA Assoc Dues	AP032023	14.09	PR2301005		00126575	03/23/2023
MW OH	ORANGE COUNTY V000699	OCEA P/E 3/4 PD 3/10	0010-2176 PCEA/OCEA Assoc Dues	AP032023	461.41	PR2301005		00126575	03/23/2023
MW OH	ORANGE COUNTY V000699	OCEA P/E 3/4 PD 3/10	0054-2176 PCEA/OCEA Assoc Dues	AP032023	0.35	PR2301005		00126575	03/23/2023
MW OH	ORANGE COUNTY V000699	OCEA P/E 3/4 PD 3/10	0048-2176 PCEA/OCEA Assoc Dues	AP032023	13.29	PR2301005		00126575	03/23/2023
				Check Total:	496.65				
MW OH	ORANGE COUNTY SHERIFF'S PD V009715	SPD MENTAL HEALTH CRISIS REG	213041-6250 Staff Training	AP032023	170.00	DREW042423		00126576	03/23/2023
				Check Total:	170.00				
MW OH	ORTEGA, JEANETTE V007724	TRAVEL EXPENSES	101511-6245 Meetings & Conferences	AP032023	20.00	1		00126577	03/23/2023

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MW OH	ORTEGA, JEANETTE V007724	TRAVEL EXPENSES	101001-6245 Meetings & Conferences	AP032023	32.00	2		00126577	03/23/2023
					Check Total:	52.00			
MW OH	PACIFIC EMBROIDERY V008348	EMROIDERY UNIFORMS - CODE ENF	102533-6360 Uniforms	AP032023	130.00	87629		00126578	03/23/2023
					Check Total:	130.00			
MW OH	PCEA C/O NORTH ORANGE V000679	PCEA P/E 3/4 PD 3/10	0048-2176 PCEA/OCEA Assoc Dues	AP032023	1.15	PR2301005		00126579	03/23/2023
MW OH	PCEA C/O NORTH ORANGE V000679	PCEA P/E 3/4 PD 3/10	0029-2176 PCEA/OCEA Assoc Dues	AP032023	0.65	PR2301005		00126579	03/23/2023
MW OH	PCEA C/O NORTH ORANGE V000679	PCEA P/E 3/4 PD 3/10	0037-2176 PCEA/OCEA Assoc Dues	AP032023	1.22	PR2301005		00126579	03/23/2023
MW OH	PCEA C/O NORTH ORANGE V000679	PCEA P/E 3/4 PD 3/10	0054-2176 PCEA/OCEA Assoc Dues	AP032023	0.03	PR2301005		00126579	03/23/2023
MW OH	PCEA C/O NORTH ORANGE V000679	PCEA P/E 3/4 PD 3/10	0010-2176 PCEA/OCEA Assoc Dues	AP032023	39.95	PR2301005		00126579	03/23/2023
					Check Total:	43.00			
MW OH	PETE'S ROAD SERVICE INC V000767	TIRE REPAIR	103658-6134 Vehicle Repair & Maintenance	AP032023	1,334.52	23-0650871-00		00126580	03/23/2023
MW OH	PETE'S ROAD SERVICE INC V000767	B1 FLAT TIRE REPAIR	103066-6134 Vehicle Repair & Maintenance	AP032023	372.54	23-0655557-00		00126580	03/23/2023
MW OH	PETE'S ROAD SERVICE INC V000767	TIRE REPAIRS	103658-6134 Vehicle Repair & Maintenance	AP032023	372.54	23-0656252-00		00126580	03/23/2023
					Check Total:	2,079.60			
MW OH	PLACENTIA FIREFIGHTERS V012483	FD UNIFORMS	103065-6360 Uniforms	AP032023	224.46	101		00126581	03/23/2023
					Check Total:	224.46			
MW OH	PRUDENTIAL OVERALL	3/15 PW UNIFORM CLEANING SVS	103650-6360	AP032023	163.29	62792196	P12480	00126582	03/23/2023

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	V000836		Uniforms						
				Check Total:	163.29				
MW OH	RIO HONDO COLLEGE V001894	PD ACADEMY COURSE FEES-EATON	213041-6250 Staff Training	AP032023	200.50	S23-106-ZPLC		00126583	03/23/2023
				Check Total:	200.50				
MW OH	SAFECHECKS V012496	CHECKS	109595-6315 Office Supplies	AP032023	181.09	0543311		00126584	03/23/2023
				Check Total:	181.09				
MW OH	SHADER, RHONDA V010255	TRAVEL EXPENSES	101001-6245 Meetings & Conferences	AP032023	395.00	032023		00126585	03/23/2023
				Check Total:	395.00				
MW OH	SOUTHERN CALIFORNIA V000910	FEB-MAR ELECTRIC CHARGES	109595-6330 / 21011-6330 Electricity	AP032023	160.91	032123		00126586	03/23/2023
MW OH	SOUTHERN CALIFORNIA V000910	FEB-MAR ELECTRIC CHARGES	109595-6330 Electricity	AP032023	4,159.53	032123		00126586	03/23/2023
MW OH	SOUTHERN CALIFORNIA V000910	FEB-MAR ELECTRIC CHARGES	286560-6330 Electricity	AP032023	43,403.53	032123		00126586	03/23/2023
				Check Total:	47,723.97				
MW OH	SOUTHERN CALIFORNIA V012325	E2 REPAIRS, PARTS	103066-6134 Vehicle Repair & Maintenance	AP032023	1,972.31	OC22423		00126587	03/23/2023
				Check Total:	1,972.31				
MW OH	STRAIGHTWAY EQUIPMENT V012495	RENTAL BACKHOW W/BUCKET	103066-6170 Equipment & Tool Rental	AP032023	1,750.00	13512		00126588	03/23/2023
				Check Total:	1,750.00				
MW OH	SWRCB V000957	ANNUAL PERMIT - GOLDEN AVE	103593-6257 Licenses & Permits	AP032023	2,297.00	WD-0228861		00126589	03/23/2023
				Check Total:	2,297.00				

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MW OH	T-MOBILE USA V009215	PHONE GPS SERVICE	103042-6290 Dept. Contract Services	AP032023	25.00	9527162097		00126590	03/23/2023
MW OH	T-MOBILE USA V009215	PHONE GPS SERVICE	103042-6290 Dept. Contract Services	AP032023	125.00	9527162098		00126590	03/23/2023
Check Total:					150.00				
MW OH	THE SAUCE CREATIVE V007476	SPRING FLIP BOOK	104071-6299 Other Purchased Services	AP032023	250.00	6022		00126591	03/23/2023
MW OH	THE SAUCE CREATIVE V007476	SANTA FE DESIGN RIBBON SIGN	104071-6299 Other Purchased Services	AP032023	183.95	6029		00126591	03/23/2023
MW OH	THE SAUCE CREATIVE V007476	SANTA FE DESIGN FLYER	104071-6299 Other Purchased Services	AP032023	400.00	6030		00126591	03/23/2023
Check Total:					833.95				
MW OH	THINKSUPPLIES.COM V007047	PAPER	109595-6315 Office Supplies	AP032023	317.17	68994		00126592	03/23/2023
MW OH	THINKSUPPLIES.COM V007047	BUSINESS LICENSE CERTIFICATES	109595-6315 Office Supplies	AP032023	692.66	69876		00126592	03/23/2023
MW OH	THINKSUPPLIES.COM V007047	ENVELOPES	109595-6315 Office Supplies	AP032023	137.78	69890		00126592	03/23/2023
MW OH	THINKSUPPLIES.COM V007047	PAPER	109595-6315 Office Supplies	AP032023	126.87	69899		00126592	03/23/2023
Check Total:					1,274.48				
MW OH	TRILLIUM CNG (1720) V007952	FEB CNG FUEL	103658-6345 Gasoline & Diesel Fuel	AP032023	265.53	23333045		00126593	03/23/2023
Check Total:					265.53				
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 3/4 PD 3/10	0010-2131 Employer PARS/ARS Payable	AP032023	1,536.47	PR2301005		00126594	03/23/2023
MW OH	US BANK PARS #6746022400 V008781	PARS P/E 3/4 PD 3/10	0010-2126 Employee PARS/ARS W/H	AP032023	1,536.47	PR2301005		00126594	03/23/2023

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MW OH	V & V MANUFACTURING INC V010393	ØD BADGES	103040-6299 Other Purchased Services	AP032023	497.36 56565		00126595	03/23/2023
				Check Total:	497.36			
MW OH	WELLS FARGO VENDOR V010076	FIN3/23-4/22 COPIER/PRINTER SVS	109595-6175 Office Equipment Rental	AP032023	255.57 5024253491		00126596	03/23/2023
MW OH	WELLS FARGO VENDOR V010076	FIN3/23-4/22 PRINTER SERVICE	109595-6175 Office Equipment Rental	AP032023	212.07 5024253492		00126596	03/23/2023
MW OH	WELLS FARGO VENDOR V010076	FIN3/23-4/22 KONICA PRINTER SVS	109595-6175 Office Equipment Rental	AP032023	79.39 5024253493		00126596	03/23/2023
				Check Total:	547.03			
MW OH	WEST COAST LIGHTS & SIRENS V006106	REPLACE BATTER LINK SOLENOID	213041-6840 Machinery & Equipment	AP032023	285.72 23927		00126597	03/23/2023
				Check Total:	285.72			
MW OH	YORBA LINDA WATER V001148	JAN-FEB WATER CHARGES	109595-6335 Water	AP032023	251.91 032023		00126598	03/23/2023
				Check Total:	251.91			
				Type Total:	2,207,312.69			
				Check Total:	2,207,312.69			

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MW OH	AMERICAN FIDELITY V010011	FSA P/E 03/04/2023 PD 03/10/20	0037-2188 Health Care SSA	PY231005	10.57	2178133A		00017140	03/22/2023
MW OH	AMERICAN FIDELITY V010011	FSA P/E 03/04/2023 PD 03/10/20	0050-2188 Health Care SSA	PY231005	0.00	2178133A		00017140	03/22/2023
MW OH	AMERICAN FIDELITY V010011	FSA P/E 03/04/2023 PD 03/10/20	0048-2188 Health Care SSA	PY231005	36.35	2178133A		00017140	03/22/2023
MW OH	AMERICAN FIDELITY V010011	FSA P/E 03/04/2023 PD 03/10/20	0054-2188 Health Care SSA	PY231005	8.35	2178133A		00017140	03/22/2023
MW OH	AMERICAN FIDELITY V010011	FSA P/E 03/04/2023 PD 03/10/20	0010-2188 Health Care SSA	PY231005	968.43	2178133A		00017140	03/22/2023
MW OH	AMERICAN FIDELITY V010011	FSA P/E 03/04/2023 PD 03/10/20	0010-2190 Dependent Care SSA	PY231005	610.41	2178133A		00017140	03/22/2023
MW OH	AMERICAN FIDELITY V010011	FSA P/E 03/04/2023 PD 03/10/20	0054-2190 Dependent Care SSA	PY231005	0.00	2178133A		00017140	03/22/2023
MW OH	AMERICAN FIDELITY V010011	FSA P/E 03/04/2023 PD 03/10/20	0048-2190 Dependent Care SSA	PY231005	0.00	2178133A		00017140	03/22/2023
Check Total:					1,634.11				
MW OH	CALIFORNIA STATE V004813	P/E 03/04/2023 PD 03/10/2023	0048-2196 Garnishments W/H	PY231005	0.00	2301005		00017141	03/22/2023
MW OH	CALIFORNIA STATE V004813	P/E 03/04/2023 PD 03/10/2023	0048-2196 Garnishments W/H	PY231005	46.15	2301005		00017141	03/22/2023
MW OH	CALIFORNIA STATE V004813	P/E 03/04/2023 PD 03/10/2023	0010-2196 Garnishments W/H	PY231005	2,196.90	2301005		00017141	03/22/2023
MW OH	CALIFORNIA STATE V004813	P/E 03/04/2023 PD 03/10/2023	0037-2196 Garnishments W/H	PY231005	0.00	2301005		00017141	03/22/2023
MW OH	CALIFORNIA STATE V004813	P/E 03/04/2023 PD 03/10/2023	0037-2196 Garnishments W/H	PY231005	69.23	2301005		00017141	03/22/2023
MW OH	CALIFORNIA STATE V004813	P/E 03/04/2023 PD 03/10/2023	0029-2196 Garnishments W/H	PY231005	0.00	2301005		00017141	03/22/2023

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MW OH	CALIFORNIA STATE V004813	P/E 03/04/2023 PD 03/10/2023	0029-2196 Garnishments W/H	PY231005	9.23	2301005		00017141	03/22/2023
Check Total:					2,321.51				
MW OH	EMPLOYMENT V010052	P/E 03/04/2023 PD 03/10/2023	0048-2135 Calif Income Tax W/H	PY231005	435.15	2301005		00017142	03/22/2023
MW OH	EMPLOYMENT V010052	P/E 03/04/2023 PD 03/10/2023	0010-2135 Calif Income Tax W/H	PY231005	33,195.32	2301005		00017142	03/22/2023
MW OH	EMPLOYMENT V010052	P/E 03/04/2023 PD 03/10/2023	0061-2135 Calif Income Tax W/H	PY231005	274.48	2301005		00017142	03/22/2023
MW OH	EMPLOYMENT V010052	P/E 03/04/2023 PD 03/10/2023	0062-2135 Calif Income Tax W/H	PY231005	0.00	2301005		00017142	03/22/2023
MW OH	EMPLOYMENT V010052	P/E 03/04/2023 PD 03/10/2023	0050-2135 Calif Income Tax W/H	PY231005	0.00	2301005		00017142	03/22/2023
MW OH	EMPLOYMENT V010052	P/E 03/04/2023 PD 03/10/2023	0054-2135 Calif Income Tax W/H	PY231005	121.01	2301005		00017142	03/22/2023
MW OH	EMPLOYMENT V010052	P/E 03/04/2023 PD 03/10/2023	0029-2135 Calif Income Tax W/H	PY231005	97.63	2301005		00017142	03/22/2023
MW OH	EMPLOYMENT V010052	P/E 03/04/2023 PD 03/10/2023	0037-2135 Calif Income Tax W/H	PY231005	407.42	2301005		00017142	03/22/2023
MW OH	EMPLOYMENT V010052	P/E 03/04/2023 PD 03/10/2023	0021-2135 Calif Income Tax W/H	PY231005	0.00	2301005		00017142	03/22/2023
MW OH	EMPLOYMENT V010052	P/E 03/04/2023 PD 03/10/2023	0024-2135 Calif Income Tax W/H	PY231005	191.42	2301005		00017142	03/22/2023
MW OH	EMPLOYMENT V010052	P/E 03/04/2023 PD 03/10/2023	0078-2135 Calif Income Tax W/H	PY231005	71.79	2301005		00017142	03/22/2023
MW OH	EMPLOYMENT V010052	P/E 03/04/2023 PD 03/10/2023	0076-2135 Calif Income Tax W/H	PY231005	6.34	2301005		00017142	03/22/2023
MW OH	EMPLOYMENT V010052	P/E 03/04/2023 PD 03/10/2023	0076-2135 Calif Income Tax W/H	PY231005	0.00	2301005		00017142	03/22/2023

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Check Total:					34,800.56				
MW OH	INTERNAL REVENUE V010054	FED/MED/SS PE 03/04 PD 03/10	0048-2110 Federal Income Tax W/H	PY231005	1,032.61	2301005		00017143	03/22/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS PE 03/04 PD 03/10	0054-2110 Federal Income Tax W/H	PY231005	300.06	2301005		00017143	03/22/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS PE 03/04 PD 03/10	0061-2110 Federal Income Tax W/H	PY231005	374.91	2301005		00017143	03/22/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS PE 03/04 PD 03/10	0010-2110 Federal Income Tax W/H	PY231005	77,508.33	2301005		00017143	03/22/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS PE 03/04 PD 03/10	0024-2110 Federal Income Tax W/H	PY231005	384.06	2301005		00017143	03/22/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS PE 03/04 PD 03/10	0029-2110 Federal Income Tax W/H	PY231005	219.49	2301005		00017143	03/22/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS PE 03/04 PD 03/10	0037-2110 Federal Income Tax W/H	PY231005	958.42	2301005		00017143	03/22/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS PE 03/04 PD 03/10	0078-2110 Federal Income Tax W/H	PY231005	151.22	2301005		00017143	03/22/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS PE 03/04 PD 03/10	0076-2110 Federal Income Tax W/H	PY231005	13.69	2301005		00017143	03/22/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS PE 03/04 PD 03/10	0078-2115 Employee Medicare W/H	PY231005	22.11	2301005		00017143	03/22/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS PE 03/04 PD 03/10	0037-2115 Employee Medicare W/H	PY231005	145.19	2301005		00017143	03/22/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS PE 03/04 PD 03/10	0029-2115 Employee Medicare W/H	PY231005	47.58	2301005		00017143	03/22/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS PE 03/04 PD 03/10	0024-2115 Employee Medicare W/H	PY231005	71.85	2301005		00017143	03/22/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS PE 03/04 PD 03/10	0010-2115 Employee Medicare W/H	PY231005	11,108.88	2301005		00017143	03/22/2023

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	INTERNAL REVENUE V010054	FED/MED/SS PE 03/04 PD 03/10	0061-2115 Employee Medicare W/H	PY231005	67.38	2301005		00017143	03/22/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS PE 03/04 PD 03/10	0076-2115 Employee Medicare W/H	PY231005	2.28	2301005		00017143	03/22/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS PE 03/04 PD 03/10	0054-2115 Employee Medicare W/H	PY231005	55.53	2301005		00017143	03/22/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS PE 03/04 PD 03/10	0048-2115 Employee Medicare W/H	PY231005	192.79	2301005		00017143	03/22/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS PE 03/04 PD 03/10	0048-2120 Employer Medicare Payable	PY231005	192.79	2301005		00017143	03/22/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS PE 03/04 PD 03/10	0054-2120 Employer Medicare Payable	PY231005	55.53	2301005		00017143	03/22/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS PE 03/04 PD 03/10	0076-2120 Employer Medicare Payable	PY231005	2.28	2301005		00017143	03/22/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS PE 03/04 PD 03/10	0061-2120 Employer Medicare Payable	PY231005	67.38	2301005		00017143	03/22/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS PE 03/04 PD 03/10	0010-2120 Employer Medicare Payable	PY231005	11,108.88	2301005		00017143	03/22/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS PE 03/04 PD 03/10	0024-2120 Employer Medicare Payable	PY231005	71.85	2301005		00017143	03/22/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS PE 03/04 PD 03/10	0029-2120 Employer Medicare Payable	PY231005	47.58	2301005		00017143	03/22/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS PE 03/04 PD 03/10	0037-2120 Employer Medicare Payable	PY231005	145.19	2301005		00017143	03/22/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS PE 03/04 PD 03/10	0078-2120 Employer Medicare Payable	PY231005	22.11	2301005		00017143	03/22/2023
MW OH	INTERNAL REVENUE V010054	FED/MED/SS PE 03/04 PD 03/10	0010-2125 Employee Social Sec W/H	PY231005	18.60	2301005		00017143	03/22/2023
MW OH	INTERNAL REVENUE	FED/MED/SS PE 03/04 PD 03/10	0010-2130	PY231005	18.60	2301005		00017143	03/22/2023

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010054		Employer Soc Sec Payable						
				Check Total:	104,407.17				
MW OH	WASHINGTON STATE V011597	PE 03/04 PD 03/10	0010-2196 Garnishments W/H	PY231005	240.00	2301005		00017144	03/22/2023
				Check Total:	240.00				
				Type Total:	143,403.35				
				Check Total:	143,403.35				

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For 04/04/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
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Grand Total: 1,004,601.07

Check Totals by ID

AP	1,004,601.07
EP	0.00
IP	0.00
OP	0.00

Void Total: 0.00
Check Total: 1,004,601.07

Fund Name	<u>Check Totals by Fund</u>
101-General Fund (0010)	148,698.16
208-Scssr Agncy Ret Oblg (0054)	1,596.88
227-Explorer Grant NOC (0076)	26.32
228-NOC-Public Safety Grant(0061)	88.00
231-Placentia Reg Nav Cent(0078)	50.00
265-Landscape Maintenance (0029)	205.37
275-Sewer Maintenance (0048)	3,109.21
501-Refuse Administration (0037)	315,227.69
601-Employee Health & Wifre (0039)	535,599.44
Check Total:	<u>1,004,601.07</u>

ACH Payroll Direct Deposit for 02/17/2023: 530,143.59

Electronic Disbursement Total: 1,534,750.66

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	CALIFORNIA PUBLIC V006234	APR FIRE UAL PAYMENT	105525-6906 CalPERS-Fire Term. Principal	ACH031523	30,404.40	APRIL 2023		00017136	03/16/2023
MW OH	CALIFORNIA PUBLIC V006234	APR FIRE UAL PAYMENT	105525-6916 CalPERS-Fire Term Interest	ACH031523	1,259.57	APRIL 2023		00017136	03/16/2023
					Check Total:	31,663.97			
MW OH	REPUBLIC WASTE SERVICES V007205	FEB REFUSE COLLECTION SVS	374386-6101 Disposal	ACH031423	312,763.62	676-005119061	P12525	00017137	03/16/2023
					Check Total:	312,763.62			
MW OH	MISSION SQUARE 301387 V012394	ICMA P/E 11/12 PD 11/18	0010-2170 Deferred Comp Payable - ICMA	ACH31523A	28,237.85	301387-PY023A		00017138	03/16/2023
MW OH	MISSION SQUARE 301387 V012394	ICMA P/E 11/12 PD 11/18	0029-2170 Deferred Comp Payable - ICMA	ACH31523A	58.88	301387-PY023A		00017138	03/16/2023
MW OH	MISSION SQUARE 301387 V012394	ICMA P/E 11/12 PD 11/18	0037-2170 Deferred Comp Payable - ICMA	ACH31523A	343.11	301387-PY023A		00017138	03/16/2023
MW OH	MISSION SQUARE 301387 V012394	ICMA P/E 11/12 PD 11/18	0048-2170 Deferred Comp Payable - ICMA	ACH31523A	712.78	301387-PY023A		00017138	03/16/2023
MW OH	MISSION SQUARE 301387 V012394	ICMA P/E 11/12 PD 11/18	0054-2170 Deferred Comp Payable - ICMA	ACH31523A	194.30	301387-PY023A		00017138	03/16/2023
MW OH	MISSION SQUARE 301387 V012394	ICMA P/E 11/12 PD 11/18	0076-2170 Deferred Comp Payable - ICMA	ACH31523A	18.86	301387-PY023A		00017138	03/16/2023
					Check Total:	29,565.78			
MW OH	MISSION SQUARE 301387 V012394	ICMA P/E 11/26 PD 12/02	0054-2170 Deferred Comp Payable - ICMA	ACH31523B	194.30	301387-PY24A		00017139	03/16/2023
MW OH	MISSION SQUARE 301387 V012394	ICMA P/E 11/26 PD 12/02	0076-2170 Deferred Comp Payable - ICMA	ACH31523B	3.98	301387-PY24A		00017139	03/16/2023
MW OH	MISSION SQUARE 301387 V012394	ICMA P/E 11/26 PD 12/02	0037-2170 Deferred Comp Payable - ICMA	ACH31523B	343.11	301387-PY24A		00017139	03/16/2023
MW OH	MISSION SQUARE 301387	ICMA P/E 11/26 PD 12/02	0048-2170	ACH31523B	718.63	301387-PY24A		00017139	03/16/2023

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V012394		Deferred Comp Payable - ICMA						
MW OH	MISSION SQUARE 301387 V012394	ICMA P/E 11/26 PD 12/02	0010-2170 Deferred Comp Payable - ICMA	ACH31523B	28,869.85	301387-PY24A		00017139	03/16/2023
MW OH	MISSION SQUARE 301387 V012394	ICMA P/E 11/26 PD 12/02	0029-2170 Deferred Comp Payable - ICMA	ACH31523B	96.10	301387-PY24A		00017139	03/16/2023
					Check Total:	30,225.97			
MW OH	MISSION SQUARE 100091 V012393	ICMA P/E 03/04/2023 PD 03/10/2	0010-2170 Deferred Comp Payable - ICMA	ACH23005	7,267.59	PR2301005		00017145	03/23/2023
					Check Total:	7,267.59			
MW OH	MISSION SQUARE 301387 V012394	ICMA P/E 03/04/2023 PD 03/10/2	0029-2170 Deferred Comp Payable - ICMA	ACH23005	50.39	301387-PY005		00017146	03/23/2023
MW OH	MISSION SQUARE 301387 V012394	ICMA P/E 03/04/2023 PD 03/10/2	0010-2170 Deferred Comp Payable - ICMA	ACH23005	48,045.84	301387-PY005		00017146	03/23/2023
MW OH	MISSION SQUARE 301387 V012394	ICMA P/E 03/04/2023 PD 03/10/2	0048-2170 Deferred Comp Payable - ICMA	ACH23005	1,677.80	301387-PY005		00017146	03/23/2023
MW OH	MISSION SQUARE 301387 V012394	ICMA P/E 03/04/2023 PD 03/10/2	0037-2170 Deferred Comp Payable - ICMA	ACH23005	1,777.85	301387-PY005		00017146	03/23/2023
MW OH	MISSION SQUARE 301387 V012394	ICMA P/E 03/04/2023 PD 03/10/2	0076-2170 Deferred Comp Payable - ICMA	ACH23005	1.35	301387-PY005		00017146	03/23/2023
MW OH	MISSION SQUARE 301387 V012394	ICMA P/E 03/04/2023 PD 03/10/2	0054-2170 Deferred Comp Payable - ICMA	ACH23005	1,208.28	301387-PY005		00017146	03/23/2023
MW OH	MISSION SQUARE 301387 V012394	ICMA P/E 03/04/2023 PD 03/10/2	0078-2170 Deferred Comp Payable - ICMA	ACH23005	50.00	301387-PY005		00017146	03/23/2023
					Check Total:	52,811.51			
MW OH	PLACENTIA FIREFIGHTERS V011878	PFFA P/E 03/04/2023 PD 03/10/2	0010-2178 Placentia Police Assoc Dues	ACH23005	800.00	2301005		00017147	03/23/2023
					Check Total:	800.00			
MW OH	PLACENTIA POLICE	PPMA P/E 03/04/2023 PD 03/10/2	0010-2180	ACH23005	665.76	2301005		00017148	03/23/2023

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000839		Police Mgmt Assn Dues						
Check Total:					665.76				
MW OH	PLACENTIA POLICE V003519	PPOA P/E 03/04/2023 PD 03/10/2	0061-2178 Placentia Police Assoc Dues	ACH23005	88.00	2301005		00017149	03/23/2023
MW OH	PLACENTIA POLICE V003519	PPOA P/E 03/04/2023 PD 03/10/2	0076-2178 Placentia Police Assoc Dues	ACH23005	2.13	2301005		00017149	03/23/2023
MW OH	PLACENTIA POLICE V003519	PPOA P/E 03/04/2023 PD 03/10/2	0010-2178 Placentia Police Assoc Dues	ACH23005	3,147.30	2301005		00017149	03/23/2023
Check Total:					3,237.43				
MW OH	CALIFORNIA PUBLIC V006234	APR MEDICAL INUSRANCE PREMIUM	95000-4715 ISF Health Ins Reimbursement	ACH032323	201.77	10000001700102		00017150	03/27/2023
MW OH	CALIFORNIA PUBLIC V006234	DEC MEDICAL INUSRANCE PREMIUM	95000-4715 ISF Health Ins Reimbursement	ACH032323	42.49	10000001700102		00017150	03/27/2023
MW OH	CALIFORNIA PUBLIC V006234	MAR MEDICAL INUSRANCE	395000-4714 Recovery & Restitution	ACH032323	193,751.11	10000001708837		00017150	03/27/2023
MW OH	CALIFORNIA PUBLIC V006234	MAR MEDICAL INUSRANCE	395083-5161 Health Insurance Premiums	ACH032323	15,407.81	10000001708837		00017150	03/27/2023
MW OH	CALIFORNIA PUBLIC V006234	MAR MEDICAL INUSRANCE	395000-4715 ISF Health Ins Reimbursement	ACH032323	218.43	10000001708837		00017150	03/27/2023
MW OII	CALIFORNIA PUBLIC V006234	MAR MEDICAL INSURANCE NON-	395000-4715 ISF Health Ins Reimbursement	ACH032323	29,194.56	10000001708838		00017150	03/27/2023
MW OH	CALIFORNIA PUBLIC V006234	MAR MEDICAL INUSRANCE NON	395000-4715 ISF Health Ins Reimbursement	ACH032323	30.49	10000001708838		00017150	03/27/2023
MW OH	CALIFORNIA PUBLIC V006234	APR MEDICAL INUSRANCE PREMIUM	95000-4715 ISF Health Ins Reimbursement	ACH032323	192,062.04	10000001711624		00017150	03/27/2023
MW OH	CALIFORNIA PUBLIC V006234	APR MEDICAL INUSRANCE PREMIUM	95083-5161 Health Insurance Premiums	ACH032323	15,407.31	10000001711624		00017150	03/27/2023
MW OH	CALIFORNIA PUBLIC	APR MEDICAL INUSRANCE NON PER	95000-4715	ACH032323	31,167.19	10000001711625		00017150	03/27/2023

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V006234		ISF Health Ins Reimbursement						
				Check Total:	477,483.20				
MW OH	ALDWIR, MAMOUN E000113	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAR23	1,293.00	APR-23		00017151	03/30/2023
				Check Total:	1,293.00				
MW OH	ANDERSON, MARLA E000071	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAR23	533.78	APR-23		00017152	03/30/2023
				Check Total:	533.78				
MW OH	ARMSTRONG, JOHN T E000046	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAR23	1,143.00	APR-23		00017153	03/30/2023
				Check Total:	1,143.00				
MW OH	AUDISS, JAY SCOTT E000125	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAR23	1,821.00	APR-23		00017154	03/30/2023
				Check Total:	1,821.00				
MW OH	BABCOCK, CHARLES A E000015	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAR23	314.00	APR-23		00017155	03/30/2023
				Check Total:	314.00				
MW OH	BEALS, SHARLENE E000076	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAR23	191.39	APR-23		00017156	03/30/2023
				Check Total:	191.39				
MW OH	BERMUDEZ, ALBERT E000124	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAR23	571.00	APR-23		00017157	03/30/2023
				Check Total:	571.00				
MW OH	BUNNELL, DONALD E000062	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAR23	533.78	APR-23		00017158	03/30/2023
				Check Total:	533.78				
MW OH	BURGNER, ARTHUR	APR MEDICAL REIMBURSEMENT	395083-5161	RETMAR23	533.78	APR-23		00017159	03/30/2023

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	E000074		Health Insurance Premiums						
				Check Total:	533.78				
MW OH	BUSSE, MICHAEL E000131	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAR23	1,391.00	APR-23		00017160	03/30/2023
				Check Total:	1,391.00				
MW OH	CHANDLER, JOHN P E000109	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAR23	1,391.00	APR-23		00017161	03/30/2023
				Check Total:	1,391.00				
MW OH	CHANG, ROBERT E000107	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAR23	1,288.00	APR-23		00017162	03/30/2023
				Check Total:	1,288.00				
MW OH	COBBETT, GEOFFREY E000007	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAR23	533.78	APR-23		00017163	03/30/2023
				Check Total:	533.78				
MW OH	COOK, ARLENE M E000018	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAR23	533.78	APR-23		00017164	03/30/2023
				Check Total:	533.78				
MW OH	D'AMATO, ROBERT E000056	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAR23	191.39	APR-23		00017165	03/30/2023
				Check Total:	191.39				
MW OH	DAVID, PRESTON E000112	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAR23	533.78	APR-23		00017166	03/30/2023
				Check Total:	533.78				
MW OH	DAVIS, CAROLYN E000005	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAR23	533.78	MAY-23		00017167	03/30/2023
				Check Total:	533.78				
MW OH	DEAN, ANDREW	APR MEDICAL REIMBURSEMENT	395083-5161	RETMAR23	1,821.00	APR-23		00017168	03/30/2023

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	E000135		Health Insurance Premiums						
				Check Total:	1,821.00				
MW OH	DELOS SANTOS, JAMIE E000045	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAR23	185.29	APR-23		00017169	03/30/2023
				Check Total:	185.29				
MW OH	DICKSON, ROBERTA JO E000011	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAR23	191.39	APR-23		00017170	03/30/2023
				Check Total:	191.39				
MW OH	DOWNNEY, CAROL E000082	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAR23	533.78	MAY-23		00017171	03/30/2023
				Check Total:	533.78				
MW OH	ECKENRODE, NORMAN E000029	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAR23	533.78	MAY-23		00017172	03/30/2023
				Check Total:	533.78				
MW OH	ESCOBOSA, LILLIAN E000055	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAR23	533.78	APR-23		00017173	03/30/2023
				Check Total:	533.78				
MW OH	ESPINOZA, ROSALINDA E000016	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAR23	571.00	APR-23		00017174	03/30/2023
				Check Total:	571.00				
MW OH	FRICKE, JUERGEN E000075	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAR23	879.00	APR-23		00017175	03/30/2023
				Check Total:	879.00				
MW OH	FULLER, GLENN H E000081	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAR23	879.00	APR-23		00017176	03/30/2023
				Check Total:	879.00				
MW OH	GALLANT, KAREN	APR MEDICAL REIMBURSEMENT	395083-5161	RETMAR23	533.78	APR-23		00017177	03/30/2023

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	E000008		Health Insurance Premiums						
				Check Total:	533.78				
MW OH	GARNER, JO ANN E000047	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAR23	533.78	APR-23		00017178	03/30/2023
				Check Total:	533.78				
MW OH	GARNER, KITTY E000080	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAR23	876.44	APR-23		00017179	03/30/2023
				Check Total:	876.44				
MW OH	GRIMM, DENNIS L E000042	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAR23	314.00	APR-23		00017180	03/30/2023
				Check Total:	314.00				
MW OH	HOLTSCLAW, KATHERINE E000121	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAR23	571.00	APR-23		00017181	03/30/2023
				Check Total:	571.00				
MW OH	IRVINE, SUZETTE E000019	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAR23	533.78	APR-23		00017182	03/30/2023
				Check Total:	533.78				
MW OH	JENKINS, ROBERT E000084	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAR23	689.04	APR-23		00017183	03/30/2023
				Check Total:	689.04				
MW OH	JOHNSON, SHARON E000099	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAR23	191.39	APR-23		00017184	03/30/2023
				Check Total:	191.39				
MW OH	JONES, ROBERT E000053	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAR23	148.68	APR-23		00017185	03/30/2023
				Check Total:	148.68				
MW OH	JUAREZ, JANET	APR MEDICAL REIMBURSEMENT	395083-5161	RETMAR23	148.68	APR-23		00017186	03/30/2023

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**City of Placentia
Check Register
For 03/30/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	E000134		Health Insurance Premiums						
				Check Total:	148.68				
MW OH	JUDD, TERRELL E000115	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAR23	1,000.50	MAY-23		00017187	03/30/2023
				Check Total:	1,000.50				
MW OH	KIRKLAND, RICHARD L E000110	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAR23	148.68	APR-23		00017188	03/30/2023
				Check Total:	148.68				
MW OH	LITTLE, DIANE M E000098	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAR23	269.02	APR-23		00017189	03/30/2023
				Check Total:	269.02				
MW OH	LOOMIS, CORINNE E000122	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAR23	571.00	APR-23		00017190	03/30/2023
				Check Total:	571.00				
MW OH	LOWREY, B J E000041	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAR23	314.00	APR-23		00017191	03/30/2023
				Check Total:	314.00				
MW OH	MAERTZWEILER, MICHAEL E000032	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAR23	533.78	MAY-23		00017192	03/30/2023
				Check Total:	533.78				
MW OH	MILANO, JAMES E000054	MAY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAR23	533.78	APR-23		00017193	03/30/2023
				Check Total:	533.78				
MW OH	MILLER, RICHARD E000106	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAR23	1,143.00	APR-23		00017194	03/30/2023
				Check Total:	1,143.00				
MW OH	NAJERA, JOSEPH D.	APR MEDICAL REIMBURSEMENT	395083-5161	RETMAR23	571.00	APR-23		00017195	03/30/2023

City of Placentia
Check Register
For 03/30/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	E000136		Health Insurance Premiums						
				Check Total:	571.00				
MW OH	OLEA, ARLENE J E000014	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAR23	533.78	APR-23		00017196	03/30/2023
				Check Total:	533.78				
MW OH	PALMER, GEORGE E000094	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAR23	1,143.00	APR-23		00017197	03/30/2023
				Check Total:	1,143.00				
MW OH	PASCARELLA, RICHARD E000129	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAR23	1,821.00	APR-23		00017198	03/30/2023
				Check Total:	1,821.00				
MW OH	PASCUA, RAYNALD E000114	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAR23	1,726.00	APR-23		00017199	03/30/2023
				Check Total:	1,726.00				
MW OH	PASPALL, MIHAJLO E000085	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAR23	448.36	APR-23		00017200	03/30/2023
				Check Total:	448.36				
MW OH	PEREZ, ROBERT E000111	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAR23	148.68	APR-23		00017201	03/30/2023
				Check Total:	148.68				
MW OH	PICHON, WALTER E000103	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAR23	269.02	APR-23		00017202	03/30/2023
				Check Total:	269.02				
MW OH	PINEDA, MATEO E000127	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAR23	415.50	APR-23		00017203	03/30/2023
				Check Total:	415.50				
MW OH	PISCHEL, STEPHEN	APR MEDICAL REIMBURSEMENT	395083-5161	RETMAR23	876.17	APR-23		00017204	03/30/2023

City of Placentia
Check Register
For 03/30/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	E000130		Health Insurance Premiums						
				Check Total:	876.17				
MW OH	POINT, ERIC E000133	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAR23	1,821.00	APR-23		00017205	03/30/2023
				Check Total:	1,821.00				
MW OH	REDIFER, KIM R E000022	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAR23	879.00	APR-23		00017206	03/30/2023
				Check Total:	879.00				
MW OH	RENDEN, BRIAN E000083	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAR23	448.36	APR-23		00017207	03/30/2023
				Check Total:	448.36				
MW OH	REYES, ROGER T E000024	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAR23	533.78	APR-23		00017208	03/30/2023
				Check Total:	533.78				
MW OH	REYNOLDS, MATTHEW E000132	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAR23	571.00	APR-23		00017209	03/30/2023
				Check Total:	571.00				
MW OH	RICE, RUSSELL J E000059	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAR23	1,391.00	APR-23		00017210	03/30/2023
				Check Total:	1,391.00				
MW OH	RIVERA, AIDA E000026	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAR23	191.39	APR-23		00017211	03/30/2023
				Check Total:	191.39				
MW OH	ROACH, MICHAEL E000105	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAR23	1,391.00	APR-23		00017212	03/30/2023
				Check Total:	1,391.00				
MW OH	ROBB, SANDRA	APR MEDICAL REIMBURSEMENT	395083-5161	RETMAR23	191.39	APR-23		00017213	03/30/2023

User: Gabriela Calin

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

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**City of Placentia
Check Register
For 03/30/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	E000043		Health Insurance Premiums						
				Check Total:	191.39				
MW OH	ROSE, RICHARD D E000050	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAR23	1,288.00	APR-23		00017214	03/30/2023
				Check Total:	1,288.00				
MW OH	SALE, LEE R E000031	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAR23	533.78	APR-23		00017215	03/30/2023
				Check Total:	533.78				
MW OH	SANCHEZ, LAURA E000058	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAR23	191.39	APR-23		00017216	03/30/2023
				Check Total:	191.39				
MW OH	SCHLIEDER, BEVERLY E000120	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAR23	876.44	APR-23		00017217	03/30/2023
				Check Total:	876.44				
MW OH	SMITH, WARD E000128	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAR23	584.00	APR-23		00017218	03/30/2023
				Check Total:	584.00				
MW OH	SOTO, PHILIP J E000052	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAR23	533.78	APR-23		00017219	03/30/2023
				Check Total:	533.78				
MW OH	SPRAGUE, GARY A E000064	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAR23	1,685.00	APR-23		00017220	03/30/2023
				Check Total:	1,685.00				
MW OH	STEPHEN, JEFFREY E000119	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAR23	1,288.00	APR-23		00017221	03/30/2023
				Check Total:	1,288.00				
MW OH	TAYLOR, DAVID M	APR MEDICAL REIMBURSEMENT	395083-5161	RETMAR23	584.00	APR-23		00017222	03/30/2023

City of Placentia
Check Register
For 03/30/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	E000088		Health Insurance Premiums						
				Check Total:	584.00				
MW OH	TAYLOR, LINDA E000126	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAR23	529.37	APR-23		00017223	03/30/2023
				Check Total:	529.37				
MW OH	THOMANN, DARYLL L E000101	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAR23	533.78	APR-23		00017224	03/30/2023
				Check Total:	533.78				
MW OH	TRIFOS, WILLIAM E000104	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAR23	879.00	APR-23		00017225	03/30/2023
				Check Total:	879.00				
MW OH	VALENTINE, THOMAS E000118	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAR23	584.00	APR-23		00017226	03/30/2023
				Check Total:	584.00				
MW OH	VERSTYNEN, WILLIAM E000092	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAR23	148.68	APR-23		00017227	03/30/2023
				Check Total:	148.68				
MW OH	WAHL, KATHLEEN A E000030	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAR23	191.00	APR-23		00017228	03/30/2023
				Check Total:	191.00				
MW OH	WIEST, STEPHEN E000079	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAR23	534.00	APR-23		00017229	03/30/2023
				Check Total:	534.00				
MW OH	WORDEN, LARRY M E000116	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAR23	584.00	APR-23		00017230	03/30/2023
				Check Total:	584.00				
MW OH	YAMAGUCHI, BRIAN	APR MEDICAL REIMBURSEMENT	395083-5161	RETMAR23	1,391.00	APR-23		00017231	03/30/2023

**City of Placentia
Check Register
For 03/30/2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	E000123		Health Insurance Premiums						
				Check Total:	1,391.00				
MW OH	ZINN, JOHN E000009	APR MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETMAR23	1,293.00	APR-23		00017232	03/30/2023
				Check Total:	1,293.00				
				Type Total:	1,004,601.07				
				Check Total:	1,004,601.07				



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF DEVELOPMENT SERVICES

DATE: APRIL 4, 2023

SUBJECT: **ACCEPTANCE OF RESIGNATION FROM THE HISTORICAL COMMITTEE**

FISCAL
IMPACT: NONE

SUMMARY:

The City has received a letter of resignation from Historical Committee Member Lisa Quental. This action accepts the above indicated resignation and extends the City's sincere appreciation for her service to the community.

RECOMMENDATION:

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

1. Accept the resignation of Lisa Quental from the Historical Committee; and
2. Update the City's master Commission/Committee vacancy list to include the vacancy on the Historical Committee.

STRATEGIC PLAN STATEMENT:

This item is consistent with the City Council approved 5-Year Strategic Goals to:

Increase Community Engagement (Goal 4), as this action will accept the resignation of a Historical Committee member, resulting in an additional opportunity for a community member to serve on the Historical Committee and become engaged with the community. On November 15, 2022, the City Council approved the resignation of two Historical Committee members resulting in a current vacancy of two-members. This item also furthers Goal 8 to Improve City Governance as the nine-member Historical Committee requires full membership to operate optimally, and this action accepts the resignation of a member and recommends the future appointment of a total of three Historical Committee members, resulting in a full nine-member Committee established by City Council Resolution No. R-2014-29.

1.c.
April 4, 2023

DISCUSSION:

Lisa Quental has served on the Historical Committee since 2019. During her tenure she contributed to efforts by participating and completing numerous Committee tasks such as soliciting valuable input for the General Plan's Conservation Element and laying the groundwork for a proposed Historical Preservation Plan. Lisa Quental has indicated her desire to resign from the Committee via correspondence dated March 20, 2023.

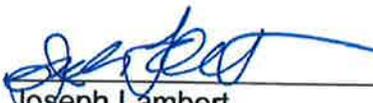
Appointment to this and other vacancies are anticipated to be made as part of the City's Commission/Committee application/recruitment process.

Prepared by:



Andrew Gonzales
Senior Planner

Reviewed and approved:



Joseph Lambert
Development Services Director



Damien R. Arrula
City Administrator

Attachment:

Resignation Correspondence from Lisa Quental



BERKSHIRE HATHAWAY | California Properties
HomeServices

March 20, 2023

City Council
City of Placentia
401 E Chapman Ave
Placentia, CA 92870

Re: Historical Committee resignation

Dear Mayor and members of the City Council,
It is with a heavy heart that I must send in my resignation from my membership in the Placentia Historical Committee.

Family obligations and other personal reasons have factored into this decision and I assure you, it was a difficult decision and made with great deliberation.

I thoroughly enjoyed my time on the committee, especially working with the other members, staff and city council. Being of service in the community, and involved in the development and plans for preserving the history of Placentia was a wonderful and enriching experience.

I would like to especially express appreciation for our Chairperson Jan Henderson for her commitment and leadership as well as Andrew Gonzales, whose professionalism, integrity and positive mind-set has been a great contribution to the committee and its success.

Thank you for the opportunity to be of service.

Sincerely,

Lisa Quental

Lisa Quental Real Estate

5500 E. Santa Ana Canyon Rd. • Anaheim, CA92807 • Office 714-602-2626 • Cell714-403-8306 •
DRE #02030484 www.lisaquental.com lisaquental@gmail.com



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: CHIEF OF POLICE

DATE: APRIL 4, 2023

SUBJECT: **AMENDMENT NO.1 TO PROFESSIONAL SERVICES AGREEMENT WITH HALO CONFIDENTIAL SERVICES**

FISCAL

IMPACT: EXPENSE: NOT-TO-EXCEED \$90,000 (103040-6290)

SUMMARY:

The City has had a Professional Services Agreement with Halo Confidential Services (Halo) for background screening and training services since 2007. This action would approve Amendment No. 1 to the existing contract.

RECOMMENDATION:

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

1. Approve Amendment No. 1 to Professional Services Agreement with Halo Confidential Services for a total not-to-exceed amount of \$90,000; and
2. Authorize the City Administrator to execute 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 Plan Goal 2 to Ensure that Public Safety Continues to be a High Priority, under Objective 2.2 which is to bolster ranks of Police and Fire personnel. The ongoing contract with Halo Confidential Services helps to achieve this adopted objective, by serving as part of the effort to obtain and screen qualified candidates.

DISCUSSION:

Halo has provided background screenings and training services for the City and the Police Department for the past fifteen years. So far this fiscal year, Halo has completed 24 Background Investigations (BGI) and completed 34 last fiscal year. Currently, there are 3 BGIs in progress. The Police Department anticipates it will need to conduct 10 more BGIs during the remainder of the fiscal year. The cost per BGI varies based on the type of employee being reviewed. For example, sworn employees receive a more thorough and extensive BGI than non-sworn, and other personnel needing BGIs.

1.d.

April 4, 2023

Out of respect for the City's budgetary constraints, the Placentia Police Department annually requests \$60,000 for expected BGIs. At the recent Mid-Year Budget Review by the City Council, the Police Department requested an additional \$20,000 for the Halo contract to reflect actual and expected BGIs, with the plan to reprogram \$10,000 within the Police Department's current budget, to come closer to the \$90,000 need. Historically the initial budget amount needs to be increased to reflect actual BGI expenditures. It is believed that a more accurate moving-forward annual cost is \$90,000, therefore, the City Council is asked to approve Amendment No. 1, to cover the current and next fiscal year (Fiscal Year 2023-2024), as well as the two possible one-year extensions, should that clause of the existing contract be exercised.

FISCAL IMPACT:

The Amendment No.1 with Halo Confidential Services is for a total amount of \$90,000. Funding for these Professional Services is included in the Fiscal Year 2022-23 Police Department Budget, and the upcoming Budgets will reflect an annual cost of \$90,000 for these services.

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. Amendment No.1 to Professional Services Agreement with Halo Confidential Services
2. Professional Services Agreement with Halo Confidential Services

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
WITH HALO CONFIDENTIAL SERVICES**

This Amendment No. 1 (“Amendment”) to Professional Services Agreement is made and entered into effective the 6th day of April, 2023, by and between the CITY OF PLACENTIA, a Charter City and Municipal Corporation (“CITY”), and HALO CONFIDENTIAL SERVICES (hereinafter “CONSULTANT”). CITY and CONSULTANT are sometimes hereinafter individually referred to as “Party” and or collectively referred to as the “Parties.”

A. Recitals.

(i). CITY and CONSULTANT entered into a Professional Services Agreement (“Agreement”) effective October 19, 2021 through which CONSULTANT has been providing professional services as more fully explained in the Scope of Services attached to the Agreement as Exhibit “A.”

(ii). The Parties now seek to amend the Agreement to increase compensation.

(iii). All legal prerequisites to the making of this Amendment have occurred.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

B. Amendment to Agreement.

1. Section 2.1, Paragraph 1 of the Agreement is hereby amended to read as follows:

Consultant shall be paid in accordance with the fee schedule set forth in Exhibit “A.” Consultant’s total compensation shall not exceed an additional thirty thousand dollars (\$30,000.00) for the remainder of Fiscal Year 2022-2023, for a not-to-exceed total of \$90,000.

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

3. The Agreement, all amendments together with this Amendment No. 1 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. 1 shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

4. Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Amendment No. 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: _____
Jon Strash, Owner

By: _____
Damien R. Arrula
City Administrator

ATTEST: _____
Robert S. McKinnell,
City Clerk

APPROVED AS TO FORM:

By: _____
Christian L. Bettenhausen
City Attorney

**CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH
HALO CONFIDENTIAL INVESTIGATIONS, LLC.**

THIS AGREEMENT is made and entered into this 19th day of October, 2021 (Effective Date), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and HALO CONFIDENTIAL INVESTIGATIONS, LLC., a California Limited Liability Corporation ("Consultant").

WITNESSETH:

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

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

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

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

satisfactory, City in its discretion has the right to:

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

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

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

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

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

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

independently applicable to any and all subcontractors that Consultant may engage during the term of this Agreement.

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A". Consultant's total compensation shall not exceed Sixty Thousand Dollars (\$60,000.00) per year.

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

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

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

3.0. TIME OF PERFORMANCE

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

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of three (3) years, ending on June 30, 2024, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. The contract may also be extended for an additional two (2) additional one-year terms.

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

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

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

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

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

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

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

5.0. INSURANCE

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

- (a) Broad-form commercial general liability, in a form at least as broad as ISO form #CG 00 01 04 13, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit. If Consultant maintains higher limits that the specified minimum limits, City requires and shall be entitled to coverage for the high limits maintained by the Consultant.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, each incident for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of \$1,000,000 per accident for any employee or employees of Consultant. Consultant

agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

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

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

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

- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), 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:

HALO Confidential Investigations,
LLC.
2209 East Baseline Road
Suite #300-305
Tel: 909-210-0172

Attn: Jon Strash

IF TO CITY:

City of Placentia
401 E. Chapman
Placentia, CA 92870
Tel: 714-993-8200

Attn: Julie Kennicutt

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

6.6. Governing Law. This Agreement shall be governed by and construed under the

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

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

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

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

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

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

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

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

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

records so marked if disclosure is deemed to be required by law or by order of the Court.

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

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

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

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

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

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

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

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with

respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

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

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

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

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

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

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

CITY OF PLACENTIA,
A municipal corporation



Craig S. Green, Mayor

Date: 11/2/21

ATTEST:



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

CONSULTANT

Jim J. Jett
Signature

Date: 10-28-2021

Jon T. Strash, CEO
Name and Title

84-5050837
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

Christian L. Bettenhausen
Christian L. Bettenhausen, City Attorney

Date: 10/28/2021

APPROVED AS TO INSURANCE:

Rosanna Ramirez
Rosanna Ramirez, Risk Management

Date: 11-1-21

APPROVED AS TO CONTENT:

Julie Kuntz
Project Manager

Date: 10/28/2021

DEPARTMENTAL APPROVAL

INTELIM Chief
Name, Title

Date: 10/28/21

CONSULTANT

Jon T. Smith
Signature

Date: 10-28-2021

Jon T. Smith, CEO
Name and Title

84-5050837
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

via DocuSign
Christian L. Bettenhausen, City Attorney

Date: 10/28/21

APPROVED AS TO INSURANCE:

Rosanna Ramirez, Risk Management

Date: _____

APPROVED AS TO CONTENT:

Jennifer
Project Manager

Date: 10/28/2021

DEPARTMENTAL APPROVAL

[Signature] INTERIM Chief
Name, Title

Date: 10/28/21

EXHIBIT A
CONSULTANT'S PROPOSAL AND SCOPE OF WORK

EXHIBIT B
CERTIFICATES OF INSURANCE AND ENDORSEMENTS

HALO CONFIDENTIAL INVESTIGATIONS LLC

Jon Strash, CEO

CITY OF PLACENTIA

401 E. Chapman Ave. Placentia, CA 92870
(714) 993-8164

August 2021- July 2023

Background Investigations & Training Coordination Pricing Tiers A-B

BACKBROUND INVESTIGATIONS

TIER A (Sworn/Reserve/Supervisors/Expertise Civilians) \$1,500*

-POST required backgrounds. National criminal background check, as well as county and state criminal records, SSN verification, address history, sexual offender registry. Background reports include, when available, a criminal and sex offender check, lawsuits, judgments, liens, bankruptcies, home value & property ownership, address history, phone numbers, relatives and associates, neighbors, marriage/divorce records and more **(additional TLO cost \$15)**

-5 local county superior court records searches for Los Angeles, Orange, Riverside, San Bernardino, San Diego, and other previous counties they resided in, including out-of-state if available; criminal and civil searches; driving record **(additional court cost if any, included)**

-Separate Attorney General Meagan's Law search for sexual registrants (name and address)

-Various other searches such as Google, White Pages, USS, MySpace, Face Book, social networks, etc

-Contact employer references and personal references

-Credit report review

-Interview applicant as needed and Report on findings; complete Background Notebook

Partial A \$1,050*

-If Applicant fails portion of screening, which is deemed vital (examples = polygraph, lies on application, felony in criminal history) and screening is not near completion.

TIER B (Basic Civilian- Cadet, PSO, Secretary) \$1,300*

Partial B \$850*

-If Applicant fails portion of screening early on, which is deemed vital (examples = polygraph, lies on application, felony in criminal history) and screening is not near completion.

**All inclusive expenses except as noted and Placentia PD to provide 3-ring binders, dividers, mailings, forms/paper; polygraph, Live Scan, notary; if outside of local area or more detailed screening, PPD covers the time/cost. Additional investigation work or*

*lesser investigations costs will be determined between the Agency and the Client on a case by case basis. If applicant withdraws or is disqualified early on, depending on amount of time (normally less than 8 hrs.) and cost involved, HALO may charge Placentia by the hourly rate of \$50 per hour plus costs of mileage (.58 per mile), actual costs of data searches, and any other costs, not to exceed \$850. For all BGI, if 8 hours or less are expended for investigator on Partial, including driving time, client will be charged a **minimum of \$350 plus any mileage/costs, but never more than the quoted Partial fee.** (An hourly + costs fee only **may** be considered in certain circumstances, such as an applicant withdrawing immediately upon assignment of the Background to an investigator). If additional investigators are needed, their time will be charged at \$35 per hour. Late fees of simple 10% will be charged if an invoice is not paid within 90 days of dated invoice, and for each 30-day period thereafter. Reports may be withheld and additional BGI's frozen if no payment is received. "Rush Jobs" are available at an additional cost to be agreed upon by the Agency and Client based on the needs of the Client (normally \$2,000).*

Jon T. Strask, CEO 9-27-21

HALO CONFIDENTIAL INVESTIGATIONS LLC

Jon Strash, CEO

CITY OF PLACENTIA

401 E. Chapman Ave. Placentia, CA 92870
(714) 993-8164

August 2021- July 2023 Background Investigations & Training Coordination

Scope of Work

Pre-employment Screenings:

Conduct pre-employment screenings on applicants, whether paid or volunteer, sworn or civilian, to screen for possible past and current criminal activity, sex registrants, fraud, and any other issues of integrity which could be detrimental to the Client. The Agency will verify Credit History, Social Media, Education and Credentials, past contact with police agencies, review their Personal History Statements and Pre-Investigative Questionnaires, and arrange for a polygraph and review if required. Additionally, the Agency will verify Military Service/Registration and Court documents for Dissolution of Marriage, Marriages, etc. An online data screening will also be conducted, including a TLO screening. The Agency will provide a written report with each screening conducted. Screenings are conducted in all-inclusive cost Tiers, A+, A, B+, and B, and partials, with A+ being the most in-depth and speedy, for Directors and Assistant Directors and other similar positions of great responsibility. A+ (Directors) and B+ (Mid-managers) are "rushed jobs" requested to be completed in half the "normal" time of a screening. Each Tier has a pre-set all-inclusive cost and is not based on hourly rates or additional expenses, unless customized by the Client (partials as well). (See the attached Tier Scale). It is agreed that only the Client is permitted to authorize Agency personnel to perform tasks and incur fees and expenses. The Agency will conduct the screenings following the Placentia Human Resources guidelines on behalf of the Client, and will provide the reports as required in a timely manner. Additional public information research may be conducted per the Client's request, reimbursed at Agency's actual cost, which are not required by Human Resources, but are beneficial to the screenings, such as specific Internet searches.

Pre-employment Screening Fees

All screenings will be conducted per the Tiers A-B preset costs (See attached). Any Agency investigator time necessary to conduct additional screening business not included in the Tier will be calculated in tenth-hour (1/10) increments at \$50 per hour per investigator (s). The Client understands and agrees that billable time shall include: (a) travel time to and from non-inclusive interviews, surveillances and trials, hearings and depositions; (b) time spent conducting non-inclusive research; (c) additional report or memorandum preparation time billable at ½ hour per page; (d) time in audits, court, hearings or depositions, including waiting time and time testifying; and (e) time spent speaking to and meeting with the Client or others as requested by the Client.

Expenses

HALO Confidential Investigations LLC, PI License #26616,
2209 E. Baseline Rd, #300-305, Claremont, CA 91711; 909-447-0640

EXHIBIT B

The Client agrees to reimburse the Agency for all reasonable expenses incurred during and as part of its representation of the Client. Non-inclusive Tier Expenses will be itemized on each invoice by date, description and amount. Reimbursable expenses include, but are not limited to: (a) vehicle mileage at a rate of **58 cents** per mile; (b) long distance telephone charges; (c) hotel accommodations; (d) coach level airfare; (e) paper, binders, photocopying/printing; (f) the actual cost of digital storage, processing, DVD's, CD's, and similar items; (g) equipment rental; (h) parking; and (i) meals for agency personnel consumed in connection with necessary activities outside normal business hours of 8:00 a.m. and 5:00 p.m. The Agency will maintain copies of all receipts for individual expenses in excess of \$25.00, which will be available upon request. The Agency agrees to obtain the Client's permission before incurring any single expense if it reasonably appears to the Agency in advance that the expense is likely to exceed **\$100.00**.

Late Payment/Non-Payment

The Client agrees that the Agency may, at its option, charge interest on any amounts paid more than 90 days after date of invoice at a rate of **10% percent** simple interest, and per each 30-day period overdue thereafter. The Client also agrees that the Agency may refer to a collection agency any unpaid balances overdue more than ninety (90) days. The Client agrees to be liable for all costs associated with collection including attorney fees and service of process.

Training Coordinator

\$50/hour

Coordinate scheduling of training classes (in-house and outside training) for Client's personnel. Make reservations with training institutions, plus travel arrangements (including hotel, airline, car rental, etc.) for the students. Prepare information for training packets, including information for cash advances, to be completed by Client's staff. Prepare notification for Client's staff for assigned training. Provide updated fliers for training classes. Maintain Client's training files, both in the Professional Standards Bureau (PSB) office and on-line in the Training Management System (TMS). Make certain each of Client's personnel have met the POST requirements for Advanced Officer Training (AOT) and Perishable Skills every 24 months. Prepare for POST training compliance audits. Prepare any reports on training requirements or training obtained by Client's personnel. Prepare training bulletins as needed. Conduct any other related duties as necessary, including assisting with background investigations coordination.

The Client understands and agrees that the Agency is to be paid for its time and expertise as follows: **\$50** per hour per investigator (s). All Agency personnel time will be calculated in tenth-hour (1/10) increments. The Client understands and agrees that billable time shall include: (a) all computer and telephone/email related work, including time after hours and away from the office; (b) travel time to and from meetings, required training, interviews, surveillances and trials, hearings and depositions; (c) time spent conducting research and filing paperwork; (d) report preparation time; (e) time in court, hearings or depositions, including waiting time and time testifying; (f) any time necessary to manage the Client's training needs; (g) time spent communicating, and/or meeting, with the Client or others as requested by the Client. Agency time sheets will be maintained and copies provided to the Client. Reimbursable expenses include, but are not limited to: vehicle mileage at a rate of **58 cents** per mile, and any other actual costs that are specific to the position, when additional meetings and work is required outside the normal work space/time at the Placentia Police Department.

Jon T. Strash, CEO 9-27-21

HALO Confidential Investigations LLC, PI License #26616,
2209 E. Baseline Rd, #300-305, Claremont, CA 91711; 909-447-0640

EXHIBIT B



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/20/2021

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

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

PRODUCER		CONTACT NAME: Lin D Diaz	
D&C Insurance Solutions		PHONE (A/C, No, Ext): 888.457.4426	FAX (A/C, No): 323.576.4552
300 S. Atlantic Blvd., Ste 201-B		E-MAIL ADDRESS: contact@dc-i-insurance.com	
Monterey Park CA 91754		INSURER(S) AFFORDING COVERAGE	
INSURED		INSURER A: Western World Insurance Company	NAIC # 13196
HALO Confidential Investigations, LLC.		INSURER B:	
2209 E. Baseline Road, Suite 300-305		INSURER C:	
Claremont CA 91711		INSURER D:	
		INSURER E:	
		INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	A	NPP8777464	07/27/2021	07/27/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Errors & Omissions \$ Included COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	AUTOMOBILE LIABILITY <input 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					
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	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 <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

REGARDING THE ABOVE REFERENCED GENERAL LIABILITY INSURANCE POLICY, THE CITY OF PLACENTIA AND ITS ELECTED AND APPOINTED BOARDS, OFFICERS, OFFICIALS, AGENTS, EMPLOYEES, AND VOLUNTEERS ARE ADDITIONAL INSURED 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.

CERTIFICATE HOLDER**CANCELLATION**

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

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

AUTHORIZED REPRESENTATIVE

Lin Dau Diaz

SCHEDULE OF FORMS AND ENDORSEMENTS

POLICY NUMBER: NPP8777464	NAMED INSURED Halo Confidential Investigations LLC
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Form/Endorsement No./Edition Date	Title (Note- Titles are indications only. See actual form for correct name.)
D-2(01_20)	IMPORTANT NOTICE
NTCFR01(10_20)	NOTICE OF POLICYHOLDERS FRAUD NOTICE
WW230(06_17)	COMMON POLICY DECLARATIONS
WW497(01_18)	NOTICE - CLAIM REPORTING
WW232(01_12)	COMMERCIAL LIABILITY COVERAGE PART DECLARATIONS
WW22(06_16)	SERVICE OF SUIT
IL0017(11_98)	COMMON POLICY CONDITIONS
IL0021(09_08)	NUCLEAR ENERGY LIABILITY EXCLUSION ENDT
WW183(05_12)	MINIMUM-EARNED PREMIUM
WWCA01(12_11)	CALIFORNIA DISCLOSURE NOTICE PREMIUM REFUND
WW1(06_12)	DEDUCTIBLE ENDORSEMENT
WW13(06_12)	CLASSIFICATION LIMITATION
WW168(06_12)	CANCELLATION AND PREMIUM AUDIT CHANGES
WW175A(01_97)	INDEPENDENT CONTRACTORS CONDITIONAL EXCLUSION
WW184(07_20)	PROFESSIONAL LIABILITY ENDORSEMENT
WW192(04_13)	PREMIUM BASIS ENDORSEMENT
WW244(01_16)	EXCLUSION - BODILY INJURY TO CASUAL WORKER OR TEMPORARY
WW257(01_16)	EXCLUSION - INJURY TO CONTRACTORS OR SUBCONTRACTORS
WW401(08_19)	TOTAL AND ABSOLUTE ASBESTOS EXCLUSION
WW424(09_10)	EXCL OF NUCLEAR/BIO/CHEM INJURY OR DAMAGE
WW426(10_15)	SUBCONTRACTORS AND CASUAL WORKERS OF THE INSURED
WW456(01_12)	COMMERCIAL GENERAL LIABILITY AMENDATORY ENDORSEMENT
WWE1272(10_15)	EXCLUSION - DESIGNATED OPERATIONS - DETECTIVE
WWE870(09_10)	ELECTRONIC DATA LIABILITY
CG0001(04_13)	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG2010(04_13)	AI-OWNERS LESSEES OR CONTRACTORS-SCHED PERSON OR ORG
CG2010(04_13)	AI-OWNERS LESSEES OR CONTRACTORS-SCHED PERSON OR ORG
CG2010(04_13)	AI-OWNERS LESSEES OR CONTRACTORS-SCHED PERSON OR ORG
CG2010(04_13)	AI-OWNERS LESSEES OR CONTRACTORS-SCHED PERSON OR ORG
CG2107(05_14)	EXCL-ACCESS OR DISCL OF CONFIDENTIAL OR PERSONAL INFO
CG2111(06_15)	EXCLUSION - UNMANNED AIRCRAFT COVERAGE B ONLY
CG2136(03_05)	EXCLUSION - NEW ENTITIES
CG2147(12_07)	EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG2167(12_04)	FUNGI OR BACTERIA EXCLUSION
CG2426(04_13)	AMENDMENT OF INSURED CONTRACT DEFINITION
ILP001(01_04)	U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS
TRIA0004(01_21)	EXCLUSION OF CERTIFIED ACTS OF TERRORISM

ADDITIONAL FORMS AND ENDORSEMENTS

INSURED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
City of Placentia 401 E. Chapman Ave Placentia, CA 92870 Regarding the above referenced general liability insurance policy 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 **	Various Locations ** on behalf of the consultant pursuant on 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
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

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

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

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

**This Endorsement Modifies Your Policy.
Please Read It Carefully.**

PROFESSIONAL LIABILITY ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following is added to Subparagraph **a.** of Paragraph **1. Insurance Agreement of SECTION I - COVERAGES, COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY:**

This insurance will apply to "bodily injury" or "property damage" arising out of an insured's negligent acts or negligent omissions in rendering or failing to render "professional services."

- B. The following definition is added to **SECTION V - DEFINITIONS:**

"Professional services" means services rendered in the ordinary course of any insured's profession and directly related to classification listed on the Declarations page.

THIS ENDORSEMENT AND ANY INSURED ARE SUBJECT TO ALL OF THE TERMS, CONDITIONS AND EXCLUSIONS OF THE POLICY.

**COMMERCIAL LIABILITY COVERAGE PART
DECLARATIONS**

Policy Number: NPP8777464

Effective Date: 07/27/2021
12:01 AM, Standard Time

COMMERCIAL GENERAL LIABILITY - LIMITS OF INSURANCE

General Aggregate Limit (Other Than Products-Completed Operations)	\$ <u>3,000,000</u>	
Products - Completed Operations Aggregate Limit	\$ <u>1,000,000</u>	†
Personal and Advertising Injury Limit	\$ <u>1,000,000</u>	Any One Person or Organization
Each Occurrence Limit	\$ <u>1,000,000</u>	
Damage to Premises Rented to You	\$ <u>100,000</u>	Any One Premises
Medical Expense Limit	\$ <u>5,000</u>	Any One Person
Each Professional Incident Limit (if applicable)	\$ <u>Included</u>	

† If the Limit is shown as Included, Products-Completed Operations are subject to the General Aggregate Limit.

PREMIUM

Classification	Code No.	Premium Basis	Rate		Advance Premium			
			Pr/Co	All Other	Pr/Co	All Other		
Contractors - subcontracted work - other than construction-related work (P1/B1)	91591	Total Cost 94,000.00	3.0490	0.238	287.00	MP	13.00	MP
Unarmed Detective or Investigative Agencies (P1/B1)	W9702	Payroll 20,000	Included	16.0000	Included		370.00	MP
Additional Insureds - CG2010 (P1/B1)	OC313	Individual 5		50.00			0.00	MP
Total Advance Premium					\$ 670.00			

FORMS AND ENDORSEMENTS

Forms and Endorsements applying to this coverage part and made part of policy at time of issue:

See Schedule of Forms and Endorsements

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

STOCK COMPANY

COMMERCIAL LINES POLICY

WESTERN WORLD

An  company

POLICY NUMBER: NPP8777464

Prior Policy Number: NPP8622613

WESTERN WORLD INSURANCE COMPANY TUDOR INSURANCE COMPANY STRATFORD INSURANCE COMPANY

COMMON POLICY DECLARATIONS

Agent/Broker #13401

Named Insured and Mailing Address:

Halo Confidential Investigations LLC

2209 E. Baseline Road Suite #300-305

Claremont, CA 91711

Producer:

Sierra Specialty Insurance Services, LLC
234 Clovis Avenue

Clovis, CA 93612

Policy Period: (Mo./Day/Yr.)

From: 07/27/2021

To: 07/27/2022

12:01 AM, standard time at your mailing address shown above.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGES FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

Commercial Property Coverage Part	\$ <u>NOT COVERED</u>
Commercial General Liability Coverage Part	\$ <u>670.00</u>
Commercial Auto Coverage Part	\$ <u>NOT COVERED</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
Other Coverages: Terrorism Risk Insurance Act	\$ <u>NOT COVERED</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL ADVANCE PREMIUM	\$ <u>670.00</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____
Forms and endorsements applying to this policy and attached at time of issue:	SL Tax \$ <u>20.10</u>
See Applicable Schedule Of Forms And Endorsements	SL Stamping Fee \$ <u>1.68</u>
	\$ _____
GRAND TOTAL	\$ <u>691.78</u>

COMMON POLICY DECLARATIONS (continued)

POLICY NUMBER: NPP8777464

The Named Insured is:	
<input type="checkbox"/> Individual	<input type="checkbox"/> Partnership
<input checked="" type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Organization/Corporation
<input type="checkbox"/> Trust	
<input type="checkbox"/> Other _____	
Location of Business: 3751 Grand Avenue CLAREMONT, CA 91711	Business Description: Private Investigator

THESE DECLARATIONS TOGETHER WITH THE COVERAGE PART DECLARATIONS, THE COMMON POLICY CONDITIONS, COVERAGE FORM(S), AND FORMS AND ENDORSEMENTS, IF ANY, COMPLETE THE ABOVE NUMBERED POLICY.

WESTERN WORLD INSURANCE GROUP

Western World Insurance Company
Tudor Insurance Company
Stratford Insurance Company

Administrative Office
300 Kimball Drive, Suite 500
Parsippany, New Jersey 07054

We will provide the insurance described in this policy in return for the premium and compliance with all applicable provisions of this policy. If required by state law, this policy shall not be valid unless countersigned by our authorized representative.


Secretary


President

Countersigned: Clovis CA Kathleen Schroeder 07/20/2021 CHAVEZLO	By  Authorized Representative
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October 13, 2021

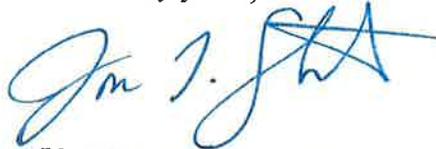
City of Placentia
Placentia, CA 92870

To Whom It May Concern,

Subject: Vehicle Insurance Indemnity

This letter is to attest that HALO Confidential Investigations, LLC/Jon Strash, CEO, will be using the personal vehicle insurance (State Farm Policy #D14 5836-B16-75F) as the primary policy for contracted background investigations and training coordination with the City of Placentia, and the insurance will indemnify the City.

Very truly yours,



JON STRASH
Qualified Manager/CEO

jts



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF DEVELOPMENT SERVICES

DATE: APRIL 4, 2023

SUBJECT: AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT WITH SAGECREST PLANNING+ENVIRONMENTAL FOR PROVISION OF BUILDING OFFICIAL, PLAN CHECK, INSPECTION, AND PLANNING SERVICES

FISCAL

IMPACT: REVENUE: \$120,000 (102532-4160)
EXPENSE: \$120,000 (102532-6290)

SUMMARY:

In June 2020, the City Council approved an updated contract with Sagecrest Planning+Environmental ("Sagecrest") to provide contract staffing services to perform building plan check, building inspection, and Building Official services related to development. However, Sagecrest has been providing these services to the City since 2017. In July 2022, Amendment No. 1 to the 2020 Professional Services Agreement was approved administratively increasing the annual consultant compensation by \$40,000. The requested action would approve an amended Professional Services Agreement (Amendment No. 2) with Sagecrest for a term ending June 30, 2025, for contract staffing to include the following services as needed: building plan check, building inspection, Building Official, and other building and planning related staffing as needed, in an amount not to exceed \$285,000 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. 2 to the Professional Services Agreement with Sagecrest Planning+Environmental, to provide professional services related to building plan check, building inspection, Building Official, and other building and planning related staffing as needed for a term ending June 30, 2025; and
2. Adopt Resolution No. R-2023-19, 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

1.e.
April 4, 2023

3. Authorize the City Administrator to approve up to two (2) additional one-year extensions pursuant to the terms of the subject Amendment No. 2 to the Professional Services Agreement with Sagecrest Planning+Environmental; and
4. Authorize the City Administrator and/or his designee to execute the necessary documents, in a form approved by the City Attorney.

STRATEGIC PLAN STATEMENT:

This Council action is generally related to Goal 3 to promote Community and Economic Development. Providing Building plan check, inspection and Building Official services directly results in providing a high level of customer service to ensure development projects are processed and built in a timely manner so that they generate revenue as quickly as possible. Also, specifically, this action is consistent with and furthers Objective 3.10: Implementation of Housing Element Strategies in that Sagecrest provides expedited plan check and building inspection services for our two largest housing developments that are under construction. Sagecrest is integral in helping the City provide the extremely high level of customer service that developers rely on.

BACKGROUND:

Since at least 2013, the City of Placentia has contracted out all services related to building plan check and for the State required position of Building Official. Prior to 2017, the City contracted for these services via Lilley Planning, and Sagecrest Planning+Environmental (Sagecrest) is the successor entity to Lilley Planning. Therefore, since 2017, Sagecrest has provided these services for the City.

In June 2020, the City Council approved an updated contract with Sagecrest to provide contract staffing services to perform building plan check, building inspection, and Building Official services related to development. In July 2022, Amendment No. 1 to the 2020 Professional Services Agreement was approved administratively increasing the annual consultant compensation by approximately \$40,000.

The recommended actions would approve an amended Professional Services Agreement (Amendment No. 2) with Sagecrest for a term ending June 30, 2025, for contract staffing to include the following services as needed: building plan check, building inspection, and Building Official services related to development as needed in an amount not to exceed \$285,000 per Fiscal Year, including the remainder of this fiscal year. Planning related services were previously authorized under the Agreement, however at this time, the City is not utilizing Sagecrest for those services. It should be noted that one reason for this amendment is that the City recently utilized Sagecrest to provide a Contract Assistant Planner until a vacancy was filled in the Planning Division.

DISCUSSION:

Sagecrest generally specializes in long range and current Planning, but as the successor consultant to Lilley Planning, they have provided the City's Contract Building Official services, and that individual also performs all the City's building plan checks. Sagecrest also provides the City a Contract Building Inspector who is inspecting the City's largest and most significant developments (JPI and The Hudson). These services are integral to providing the service that our residents and customers expect. Part of the amended Professional Services Agreement is an amendment to the fee schedule. Sagecrest rates are competitive, if not less than the rates charged by other consultants providing similar staffing including CSG and Transtech who are also under contract with the City. The still relatively low rates for Building Official, building plan check, and as needed building inspection services are generally more competitive via Sagecrest than other providers. In addition, Sagecrest has allowed the City continuity by providing the same individuals since at least 2017 (Building Official, Building Inspector).

FISCAL IMPACT:

It should be noted that while funds authorized under previous agreements with Sagecrest 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 Sagecrest to \$165,000 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 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 expected 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. 2 to Professional Services Agreement with Sagecrest Planning+Environmental
 - a. Exhibit A: Professional Services Agreement and Amendment No. 1
 - b. Exhibit B: Fee Schedule
2. Certificate of Insurance
3. Resolution R-2023-19

**AMENDMENT NO. 2 TO
PROFESSIONAL SERVICES AGREEMENT
WITH SAGECREST PLANNING+ENVIRONMENTAL**

This Amendment No. 2 (“Amendment”) to Professional Services Agreement is made and entered into the 4th day of April 2023, by and between the CITY OF PLACENTIA, a Charter City and Municipal Corporation (“CITY”), and Sagecrest Planning+Environmental, a California Corporation (“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 June 16, 2020, and Amendment No.1 to that agreement was effective July 28, 2022, through which CONSULTANT has been providing consulting services as more fully explained in the Scope of Services attached to Exhibit “A” of this Amendment No. 2 (Exhibit “A”) is the original agreement and Scope of Work dated June 16, 2020, and Amendment No.1 to that agreement effective July 28, 2022).

(ii). The Parties now seek to amend the Agreement to authorize an increase in the total compensation per Fiscal Year and to approve an extension of the original agreement.

(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, 2025. The City Administrator or designee is authorized to approve up to two additional one-year extensions pursuant to the terms of this Amendment No. 2 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 “B”. Consultant’s total compensation for this Amendment No. 2 (extension of agreement until June 30, 2025, with up to two additional one-year extensions) shall not exceed Two Hundred Eighty-Five-Thousand Dollars (\$285,000.00) per Fiscal Year.

3. Section 2, Paragraph 2.2 of the Agreement is hereby amended to say: 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. When the City requests additional services that increase the hereinabove described "SCOPE OF SERVICES", an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services. Such increase in additional fees shall be limited to \$40,000. The Director of Development Services is authorized to approve a Change Order for such additional services.

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

5. The Agreement (Amendment No.2), together with Amendment No. 1 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.

6. 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

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

**AMENDMENT NO. 1 TO
PROFESSIONAL SERVICES AGREEMENT
WITH SAGECREST PLANNING+ENVIRONMENTAL**

This Amendment No. 1 ("Amendment") to Professional Services Agreement is made and entered into the 28th day of July 2022, by and between the CITY OF PLACENTIA, a Charter City and Municipal Corporation ("CITY"), and Sagecrest Planning+Environmental, a California Corporation ("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 June 16, 2020 through which CONSULTANT has been providing consulting services as more fully explained in the Scope of Services attached to Exhibit "1" (the original agreement and Scope of Work dated June 16, 2020).

(ii). The Parties now seek to amend the Agreement (Amendment No. 1) to approve an extension of the original agreement, effectively extending the agreement to June 30, 2023.

(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 "1" (the original agreement and Scope of Work dated June 16, 2020). Consultant's total compensation for this Amendment No.1 (extension of agreement until June 30, 2023) shall not exceed One Hundred Sixty Five-Thousand Dollars (\$165,000.00). \$165,000 consists of \$125,000 authorized pursuant to the original agreement and Amendment No.1 + \$40,000 authorized under Section 2.2 with City Administrator authority.

3. Section 2, Paragraph 2.2 of the Agreement is hereby amended to say: 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. When the City requests additional services that increase the hereinabove described "SCOPE OF SERVICES", an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services. Such increase in additional fees shall be limited to \$40,000. The Director of Development Services is authorized to approve a Change Order for such additional services.

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

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

6. 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: Amy Vasquez
Name, Title

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

**CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH SAGECREST PLANNING+ENVIRONMENTAL**

THIS AGREEMENT is made and entered into this 16th day of June 2020 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and Sagecrest Planning+Environmental, a California Corporation ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide Building and Safety, Planning, and related services as more fully described herein; and

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

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

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

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

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

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

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

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

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

1.8. Confidentiality. Employees of Consultant in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Consultant covenants that all data, documents, discussion, or other

information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A". Consultant's total compensation shall not exceed One Hundred and Twenty Five Thousand (\$125,000) per fiscal year.

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "SCOPE OF SERVICES", an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services. Such increase in additional fees shall be limited to 25% of the total annual contract sum or \$25,000 per fiscal year, whichever is more. The Director of Development Services is authorized to approve a Change Order for such additional services.

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

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

3.0. TIME OF PERFORMANCE

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

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a 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.

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

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

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

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

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination within thirty-five (35) days after service of the notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services

contemplated herein whether delivered to the City or in the possession of the Consultant. City shall not be liable for any claim of lost profits.

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

5.0. INSURANCE

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

- (a) Broad-form commercial general liability, in a form at least as broad as ISO 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 Development Director 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 Director of Development Services before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the consultant to comply with this section.

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

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

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

- (a) Additional insureds: "The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant's sole cost and expense."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Placentia, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Placentia shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Placentia, its officers, officials, agents, employees, and volunteers.

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

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

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

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

6.0. GENERAL PROVISIONS

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

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

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

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

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

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile

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

IF TO CONSULTANT:

Sagecrest
Planning+Environmental
2400 E. Katella Ave., Suite 800
Anaheim, CA 92806
Tel: (714) 783-1863 x. 705
E-mail: avazquez@sagecrest.us
Attn: Amy Vazquez

IF TO CITY:

City of Placentia
401 E. Chapman Ave.
Placentia, CA 92870
Tel: (714) 993-8124
Fax: (714) 528-4640
Attn: Joe Lambert, Director of
Development Services

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

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

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

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Consultant, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful

misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect.

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

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

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

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

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City, but shall be made available to the City within ten (10) days of request or within ten (10) days of termination. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and

hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, preliminary notes and working documents, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

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

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

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

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

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

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation

and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

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

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

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

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

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

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

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

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

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

CITY OF PLACENTIA,
A municipal corporation



Damien R. Arrula, City Administrator

Date: 06/18/20

ATTEST:



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

CONSULTANT

Amy Vasquez

Signature

Date: JUNE 17, 2020

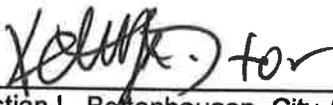
AMY VASQUEZ, President

Name and Title

30-1218415

Social Security or Taxpayer ID Number

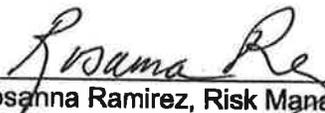
APPROVED AS TO FORM:



Christian L. Beitenhausen, City Attorney

Date: 6/17/20

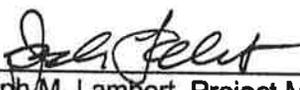
APPROVED AS TO INSURANCE:



Rosanna Ramirez, Risk Management

Date: 7-10-2020

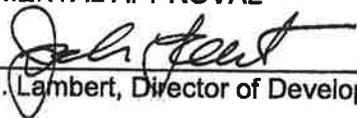
APPROVED AS TO CONTENT:



Joseph M. Lambert, Project Manager

Date: 6/17/20

DEPARTMENTAL APPROVAL



Joseph M. Lambert, Director of Development Services

Date: 6/17/20

EXHIBIT A

CONSULTANT'S PROPOSAL



August 28, 2017

City of Placentia
Attn: Joseph Lambert, Director of Development Services
401 E. Chapman Ave.
Placentia, CA 92870

Subject: City of Placentia Contract Staffing Services

Dear Mr. Lambert:

Thank you for the opportunity to submit a proposal to provide contract staffing services to the City of Placentia. The team at Sagecrest Planning+Environmental (Sagecrest) has decades of experience providing contract staffing and environmental services to communities throughout California. Our staff has expertise in discretionary case processing, building and public works inspection, preparation and review of specific plans and other planning and building documents, code compliance, project management, customer service and environmental analysis, documentation, and review. Furthermore, we are excited to provide you with a seamless transition with your current contract staff (at the same billing rates).

Sagecrest delivers the highest level of service by providing proactive solutions, ongoing communication and dependable coordination. Our company is committed to adapting our services to your organization and complementing your services by becoming a member of your staff. Our staff is trained on the latest planning, building, public works, zoning and environmental legislation and case law and is adept at using public counter permit tracking and GIS systems. The planners within our firm all began consulting after working in various planning, building, and public works positions for local municipalities. As contract planners, we provide cost-efficient solutions for interim staff vacancies, technical expertise for special projects, and management of fluctuating workloads.

With our corporate office headquartered in Anaheim, Sagecrest is a local Southern California based firm that focuses on Orange and Los Angeles Counties. This allows us to ensure that we are able to meet the needs of our clients and are accessible at a moment's notice. We are accustomed to being proactive and anticipating the needs of our clients and recommending practical solutions to complex planning, building, and public works issues. In addition, due to our efficient structure, we can be more competitive on price while adhering to stringent budgets and schedules.

Sagecrest looks forward to your favorable review of our firm's proposal. If you require additional information or would like to further discuss our qualifications, please contact me directly at the phone numbers or email below.

Sincerely,

A handwritten signature in black ink that reads "Amy Vazquez".

Amy Vazquez, Principal

Office: (714) 783-1863 x705

Mobile: (714) 914-5605

E-mail: avazquez@sagecrest.us

Website: www.sagecrest.us

1. Qualifications, Related Experience and References

Sagecrest is a full service firm providing contract staffing, land use, and environmental consulting to public agencies throughout California. Our team of Principals is comprised of professional planners who have worked in the public sector for 15 to 35 years. With considerable experience in Orange and Los Angeles Counties, the Sagecrest team has built strong working relationships with key staff, applicants and public officials. Our mission is to provide outstanding service at competitive rates to the clients and communities we serve while adding value and making a positive impression with each assignment. Because of our extensive experience and focus on providing planning, building, and public works staff to public agencies, Sagecrest is uniquely qualified to deliver high-quality on-call services. We have assembled an exceptional team of experienced planners. All of our staff has professional planning, building, and/or public works experience in the public sector, giving them a unique and thorough understanding of the processes and the challenges faced by city departments. We employ highly qualified and experienced professionals whose skills, qualifications and previous responsibilities are a strong match to the needs of the City of Placentia. We ensure this high level of quality by employing the following practices:

- Our clients have the opportunity to interview our staff before they are assigned.
- Our planners and other contract staff have experience working for public agencies prior to working with us, allowing them to integrate seamlessly into department operations.
- We know that our reputation is our most valuable asset. With that in mind we do not overcommit our staff and only accept work that our staff has the qualifications to perform.
- Our staff maintains ongoing professional development and we provide extensive training in project management, land use law, California Environmental Quality Act (CEQA), writing and public presentation skills.
- We are based in Anaheim and maintain regular office hours and are accessible and available whenever needed.
- We reliably meet departmental standards, including: deadlines, quality of work products, courtesy and accessibility, accuracy of reports and information given to the public, and responsiveness.
- We ensure we have a clear understanding of expectations and maintain consistent communication with our clients.
- We are committed to providing services that are cost effective while maintaining high standards of quality and productivity.

2. Project Approach

The following discussion addresses the various technical services we provide. Our goals are: to be responsive to the public at the counter and to our applicants during the processing of our assigned case files; to be thorough and comprehensive in the review of our assigned projects; to ensure compliance with all applicable codes and CEQA; to write detailed staff reports and findings for each entitlement; to assemble all attachments and required graphics; to prepare and deliver informative and succinct presentations at public meetings; and to maintain ongoing coordination and communication with other staff members, departments and agencies. In order to accomplish these goals, our on-call contract services may include but are not limited to the following tasks:

- 1. Review, analyze and evaluate discretionary case applications for consistency with City codes, policies and standards.**

We provide entitlement processing for general plan amendments, specific plans, reclassifications, CUPs, subdivision maps, variances and other discretionary and administrative applications.

We are skilled project managers and work with applicants to help them find solutions to meet the code and conform to the City's general plan. We provide excellent customer service and are responsive to the needs of both the applicant and the City. We clearly explain the planning process, timelines, the need for technical studies, revisions to the project, and coordinate with other departments to ensure a successful outcome.
- 2. Review grading and building plans for consistency with discretionary approvals and environmental mitigation, if applicable.**

Plan checking is completed in accordance with conditions of approval associated with each discretionary approval and applicable codes, ordinances and standards adopted by the City.
- 3. Conduct planning, building and public works inspections to determine if the project has been completed in accordance with the final plans and specifications.**

Inspecting a project site to determine compliance with approved plans is a common practice for Sagecrest staff. We believe that site inspections are also critical for case processing, as well as building and public works approval. We also understand the importance of ensuring that the project has been completed consistent with approved plans and conditions of approval, prior to granting final approval.
- 4. Utilize City electronic and paper files to research previous and/or related cases.**

All of our team members are skilled at reviewing the City's historical files, GIS and permit tracking systems, zoning code and other data and files to respond to inquiries at the public counter and to research cases related to proposed projects.

- 5. Prepare environmental assessments, including, but not limited to, Initial Studies and Negative Declarations, as may be required by the California Environmental Quality Act (CEQA).**

Our professional planners are well versed in current environmental law and documentation. We are qualified to prepare and review the required CEQA documentation for discretionary projects. Our staff is thorough in our approach and prepares documents that are defensible and meet all local, State and Federal requirements. We can prepare Initial Studies, Notices of Preparation, Negative Declarations, MNDs, EIRs and Mitigation Monitoring and Reporting Programs, and various other necessary CEQA documents. We have managed many consultant teams preparing these documents and bring our project management skills to add value to this work as well. Finally, we have reviewed and commented on numerous CEQA documents from outside organizations and adjacent agencies. We review these documents to ensure the City's needs are represented and comments and concerns are raised early and monitored throughout the entire CEQA review process.

- 6. Route plans to various City departments; consolidate comments; resolve internal inconsistencies; and present recommendations and revisions to the applicant.**

Our firm specializes in providing effective and efficient on-call planning services to public agencies. This is our niche. We are experienced in project management which entails routing plans to various City departments; consolidating comments; resolving internal inconsistencies; and presenting recommendations and revisions to the applicant. We understand our clients are looking for professional staff that understand the work and step into the assignments immediately and keep projects on track. Our planners fit seamlessly into the organization and operate as an extension of staff and can integrate fully into a variety of environments to fit the style, communication, and approach to meet the specific character of the client city. Our firm is committed to providing great customer service to other city departments, applicants and the public.

- 7. Prepare screen check comments, letters to applicants, presentations and staff reports. All services to be performed using City-approved forms and report formats.**

Our professional team has experience processing thousands of discretionary cases for many jurisdictions and has developed best practices to manage multiple projects deadlines, maintain responsiveness to applicants and the community, and prepare clear and concise staff reports and letters to applicants. We take time to thoroughly review each case to ensure we understand the history and the policies and procedures of the City. We draft our reports and make our recommendations with clear

and accurate findings so appointed officials can easily come to a decision on a project.

- 8. Maintain communication with applicants, interested parties, property owners, homeowner associations, various governmental agencies, and other City departments. Respond to inquiries about projects from residents and applicants.**

Sagecrest takes pride in our communication and customer service skills. We are very skilled at working with applicants, interested parties, property owners, homeowner associations, various governmental agencies, and other City departments. We understand the needs and concerns of various stakeholders and we possess the communication skills needed to serve these various participants in the process. We integrate ourselves as members of the staff and collaborate very well with city planners and other city employees.

In addition, we quickly learn the frequently asked questions (i.e. business license, special events, building inspection requests, etc.) and we provide as much assistance as possible and help provide "one-stop-shopping" for questions and needs at the public counter.

- 9. Prepare notices for public meetings and hearings.**

Our planners understand the importance of preparing timely, clear, concise and accurate public notices. We are experienced in preparing publications for the newspaper, posting on and/or near the project site and mailing notices to interested parties who may be affected by a proposed action.

- 10. Attend community meetings and public hearings as required and present items using MS PowerPoint to the Planning Commission and/or City Council.**

Our planners have solid presentation skills and have presented development applications and reports to city councils, commissions, and community groups. We are often commended for the ability our staff has to take complex issues and present them in a way that is clear and concise. We are passionate about working with stakeholders on projects to communicate the direction of the City early in the process so they understand what the goals are and how to be a part of the ultimate solution.

- 11. Manage the project schedule in accordance with the City's adopted timelines.**

We proactively manage our caseload to ensure that all projects stay on schedule and in accordance with the City's adopted timelines. We coordinate with various city departments for comments and build relationships with department representatives to ensure good communication and coordination is maintained throughout the life of each project. We understand the importance to applicants of maintaining established timelines.

- 12. Maintain and close electronic and paper files in accordance with City procedures.** We believe that proper records management and organization is crucial. Our planners have all worked for public agencies and understand the importance of working diligently to maintain the public record, proper publications, filing, indexing, and safekeeping of all proceedings of the Planning Commission and City Council. We have experience working with the City Clerk to ensure the public record is kept permanently and in a manner in which retrieval is efficient.
- 13. The City will be responsible for compiling reports into agenda packets for appropriate reviewing authorities. In addition, the City will provide legal services in the review of applications.** We understand this role of the city and our planners have experience working closely with clerical and city attorney staff to ensure that these tasks are completed in an efficient and timely manner.
- 14. Provide general administrative support services to the Planning Services Division, as directed.** We also provide experienced administrative services contract staff. Services include taking stenographic minutes of public hearings and/or transcribing minutes for official business meetings, ensuring that legal notices and hearing publications are prepared and posted in accordance with state law and city ordinances, and providing support services to city clerical staff.

3. Similar Assignments

The team at Sagecrest includes a collaboration of managing principals and staff who have extensive experience in performing work of a similar nature to that solicited in your request for planning services.

Assignment Description	Term	Location	Client Contact
On-Call Planning Services	July 2017-present	City of Santa Fe Springs	Wayne Morrell Director of Planning WayneMorrell@santafesprings.org (562) 868-0511
On-Call Planning Services	August 2017-present	City of Newport Beach	Jaime Murillo Senior Planner jmurillo@newportbeachca.gov (949) 644-3209
On-Call Planning Services	November 2016-present	City of San Clemente	Amber Gregg City Planner GreggA@san-clemente.org (949) 361-6184
On-Call Planning Services	May 2014-April 2017	City of Anaheim	Jonathan Borrego Planning Services Manager jborrego@anaheim.net (714) 765-5016
On-Call Planning Services	January 2015-November 2016	City of Riverside	Ted White City Planner twhite@riversideca.gov (951) 826-5108
CEQA and Planning Services	2012-2016*	City of Orange	Leslie Roseberry Community Development Director lroseberry@cityoflagunaniguel.org (949) 362-4323

*During this time, Leslie Roseberry was the Planning Manager at the City of Orange.

4. Sagecrest Project Team

Amy Vazquez

Principal/Contract Manager

Amy has a passion for working with public agencies, developers and community members to create well-designed and sustainable communities. Amy has successfully managed contract planners since 2014. She has been involved in community outreach, project management and client relations. Amy takes pride in managing her team of planners who are skilled in working collaboratively with clients while providing professional insight and exceptional customer service. In addition, Amy has been working as a senior level contract planner in the City of Anaheim and the City of San Clemente. Amy's specialty is managing large scale development projects and expedited case processing. She was instrumental in helping launch the City of Anaheim's "35 Day Expedited CUP Process". She is also board member of the Orange Section of the American Planning Association (APA). Amy would be the contract manager for the City of Placentia.

Greg McCafferty

Principal

Greg's career spans over 29 years in the public and private sectors, having worked in all aspects of planning and environmental compliance. Greg has a proven track record managing planners in both local government and private settings. He has practical experience in the preparation and processing of environmental compliance documentation, general plans, specific plans, annexations, development agreements, reclassifications, subdivisions and other discretionary and ministerial permits. Greg has strong presentation skills and has represented both public and private sector clients at public hearings and community meetings. His exposure to a diverse range of project types allows him to develop specialized approaches tailored to each client's needs. In addition, Greg worked in the Anaheim Planning Department for 18 years and served as the Principal Planner. He will be responsible for leading the management team, strategic growth, client relations, quality assurance and administration.

Joshua Haskins

Principal

Joshua has over 15 years of experience in planning, zoning, CEQA, and project management. He has prepared and managed General Plan Amendments, Zone Changes, Conditional Use Permits (CUPs), Variances, and CEQA/NEPA documents including Initial Studies, Mitigated Negative Declarations (MNDs), (Environmental Impact Reports (EIRs), Environmental Assessments (EAs), and Environmental Impact Statements (EISs), for projects throughout southern California on behalf of federal, state, regional, and local agencies and private clients. Joshua is the lead Principal for all CEQA related client needs and document preparation.

In order to provide a seamless transition to Sagecrest, we will provide the same contract staff (at the City's current rates) for the following positions:

- **Chief Building Official: Robert Chang**
- **Public Works Inspector: Mamoun Aldwir**

5. Compensation

Classification/Title and Hourly Rates

Sagecrest will perform consulting services based on the following breakdown of classification of hourly rates for key personnel:

Planning

1. Planning Manager	\$140.00
2. Zoning Administrator	\$130.00
3. Principal Planner	\$120.00
4. Senior Planner	\$105.00
5. Associate Planner	\$90.00
6. Assistant Planner	\$70.00
7. Planning Technician	\$55.00
8. Minutes Clerk/Planning Administration	\$45.00

Building and Safety

1. Chief Building Official	\$80.00
2. Deputy Building Official	\$75.00
3. Plans Examiner	\$58.00
4. Senior Building Inspector	\$46.00
5. Building Permit Technician	\$35.00

Public Works and Engineering

1. Public Works Inspector	\$46.00
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Code Enforcement

1. Senior Code Enforcement Officer	\$58.00
2. Code Enforcement Officer	\$40.00

EXHIBIT B
CERTIFICATES OF INSURANCE AND ENDORSEMENTS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/3/2022

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

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

PRODUCER AssuredPartners of Washington, LLC A/E Insurance Services 19689 7th Ave NE, Ste 183, PMB #369 Poulsbo WA 98370	CONTACT NAME: Robyn Catania CA LIC # 0K48649	
	PHONE (A/C, No, Ext): 360-626-9535	FAX (A/C, No): 360-626-9535
E-MAIL ADDRESS: robyn.catania@assuredpartners.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Travelers Property Casualty Company of America		25674
INSURER B: Beazley Insurance Company Inc		37540
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 212637526 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	6805J742889	6/1/2022	6/1/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BA8R626254	6/1/2022	6/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	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/A	UB5J743745	6/1/2022	6/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liab; Claims Made			V1EEB6220501	6/1/2022	6/1/2023	Per Claim Aggregate 2,000,000 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The certificate holder is an additional insured per the attached.
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 on the Commercial General Liability and Auto Liability when required by written contract or agreement regarding activities by or on behalf of the Named Insured. The Commercial General Liability insurance is primary insurance and any other insurance maintained by the Additional Insured shall be excess only and non-contributing with this insurance. A waiver of subrogation applies to the Commercial General Liability, Auto Liability in favor of the Additional Insured.

CERTIFICATE HOLDER City of Placentia 401 E Chapman Avenue Placentia CA 92870	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to SECTION II – WHO IS AN INSURED:

Any person or organization that you agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part, but:

- a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and
- b. If, and only to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies, or in connection with premises owned by or rented to you.

The person or organization does not qualify as an additional insured:

- c. With respect to the independent acts or omissions of such person or organization; or
- d. For "bodily injury", "property damage" or "personal injury" for which such person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

- e. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- f. This insurance does not apply to the rendering of or failure to render any "professional services".
- g. In the event that the Limits of Insurance of the Coverage Part shown in the Declarations exceed the limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured shall be limited to the limits of liability required by that "written contract requiring insurance". This endorsement does not increase the limits of insurance described in Section III – Limits Of Insurance.

- h. This insurance does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured, and then the insurance provided to the additional insured applies only to such "bodily injury" or "property damage" that occurs before the end of the period of time for which the "written contract requiring insurance" requires you to provide such coverage or the end of the policy period, whichever is earlier.

2. The following is added to Paragraph 4.a. of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:

The insurance provided to the additional insured is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured for a loss we cover. However, if you specifically agree in the "written contract requiring insurance" that this insurance provided to the additional insured under this Coverage Part must apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured which covers that person or organizations as a named insured for such loss, and we will not share with the other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have signed that "written contract requiring insurance". But this insurance provided to the additional insured still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured under any other insurance.

COMMERCIAL GENERAL LIABILITY

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

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, done under a "written contract requiring insurance" with that person or organization. We waive this right only where you have agreed to do so as part of the "written contract requiring insurance" with such person or organization signed by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense is committed.

4. The following definition is added to the **DEFINITIONS** Section:

"Written contract requiring insurance" means that part of any written contract under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs and the "personal injury" is caused by an offense committed:

- a. After you have signed that written contract;
- b. While that part of the written contract is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

HIRED AUTO AND NONOWNED AUTO LIABILITY

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Insurance is provided only with respect to those coverages for which a specific premium charge is shown:

COVERAGE	ADDITIONAL PREMIUM
Hired Auto Liability	\$ INCLUDED
Nonowned Auto Liability	\$ INCLUDED

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

PROVISIONS

A. COVERAGE

If a premium charge is shown in the SCHEDULE above, the insurance provided under **Section I – Coverage A – Bodily Injury And Property Damage Liability** applies to "bodily injury" and "property damage" arising out of the maintenance or use of a "hired auto" or "nonowned auto". Maintenance or use of a "nonowned auto" includes test driving in connection with an "auto business".

B. EXCLUSIONS

With respect to the insurance provided by this endorsement:

1. The exclusions, under **Section I – Coverage A – Bodily Injury And Property Damage Liability**, other than exclusions a., b., d., e., f. and i. and the Nuclear Energy Liability Exclusion (Broad Form) are deleted and replaced by the following:

- a. "Bodily injury" to:
 - (1) Any fellow "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business.
- b. "Property damage" to:
 - (1) Property owned or being transported by, or rented or loaned to the insured; or
 - (2) Property in the care, custody or control of the insured.

C. WHO IS AN INSURED

Section II – Who Is An Insured is replaced by the following:

Each of the following is an insured under this insurance to the extent set forth below:

1. You;
2. Anyone else including any partner or "executive officer" of yours while using with your permission a "hired auto" or a "nonowned auto" except:
 - a. The owner or lessee (of whom you are a sublessee) of a "hired auto" or the owner or lessee of a "nonowned auto" or any agent or "employee" of any such owner or lessee;
 - b. Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household;
 - c. Your "employee" if the covered "auto" is leased, hired or rented by him or her or a member of his or her household under a lease or rental agreement for a period of 180 days or more;
 - d. Any partner or "executive officer" with respect to any "auto" owned by such partner or officer or a member of his or her household;
 - e. Any partner or "executive officer" with respect to any "auto" leased or rented to such partner or officer or a member of his or her household under a lease or rental agreement for a period of 180 days or more;

COMMERCIAL GENERAL LIABILITY

- f. Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate;
 - g. Anyone other than your "employees", partners, a lessee or borrower or any of their "employees", while moving property to or from a "hired auto" or a "nonowned auto"; or
3. Any other person or organization, but only with respect to their liability because of acts or omissions of an insured under 1. or 2. above.

D. AMENDED DEFINITIONS

The Definition of "insured contract" of **Section V – Definitions** is amended by the addition of the following exceptions to paragraph f.:

Paragraph f. does not include that part of any contract or agreement:

- (4) That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or
- (5) That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a covered "auto" over a route or territory that person or organization is authorized to serve by public authority.

E. ADDITIONAL DEFINITIONS

Section V – Definitions is amended by the addition of the following definitions:

- 1. "Auto Business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".
- 2. "Hired auto" means any "auto" you lease, hire, rent or borrow. This does not include:
 - a. Any "auto" you lease, hire or rent under a lease or rental agreement for a period of 180 days or more, or
 - b. Any "auto" you lease, hire, rent or borrow from any of your "employees", partners, stockholders, or members of their households.
- 3. "Nonowned auto" means any "autos" you do not own, lease, hire, rent or borrow that are being used in the course and scope of your business at the time of an "occurrence". This includes "autos" owned by your "employees" or partners or members of their households but only while being used in the course and scope of your business at the time of an "occurrence".

If you are a sole proprietor, "nonowned auto" means any "autos" you do not own, lease, hire, rent or borrow that are being used in the course and scope of your business or personal affairs at the time of an "occurrence".



DECLARATIONS

AFB A&E MEDIA TECH®

ARCHITECTS AND ENGINEERS PROFESSIONAL LIABILITY, ARCHITECTS, ENGINEERS AND CONTRACTORS POLLUTION LIABILITY, TECHNOLOGY BASED SERVICES, TECHNOLOGY PRODUCTS, COMPUTER NETWORK SECURITY, MULTIMEDIA AND ADVERTISING LIABILITY AND PRIVACY LIABILITY INSURANCE

INSURING CLAUSE I.A. OF THIS POLICY PROVIDES COVERAGE ON A CLAIMS MADE AND REPORTED BASIS AND APPLIES ONLY TO ANY CLAIM FIRST MADE AGAINST THE INSUREDS DURING THE POLICY PERIOD OR OPTIONAL EXTENSION PERIOD, IF APPLICABLE, AND REPORTED IN WRITING TO THE UNDERWRITERS EITHER DURING THE POLICY PERIOD, WITHIN SIXTY (60) DAYS AFTER THE EXPIRATION OF THE POLICY PERIOD OR DURING THE OPTIONAL EXTENSION PERIOD, IF APPLICABLE. AMOUNTS INCURRED AS CLAIMS EXPENSES SHALL REDUCE AND MAY EXHAUST THE LIMIT OF LIABILITY AND ARE SUBJECT TO THE DEDUCTIBLE. THE UNDERWRITERS SHALL NOT BE LIABLE FOR ANY DEFENSE COSTS OR FOR ANY JUDGMENT OR SETTLEMENT AFTER THE LIMIT OF LIABILITY HAS BEEN EXHAUSTED.

INSURING CLAUSE I.B. OF THIS POLICY PROVIDES FIRST PARTY COVERAGE ON AN INCIDENT DISCOVERED AND REPORTED BASIS AND APPLIES ONLY TO INCIDENTS FIRST DISCOVERED BY THE INSURED AND REPORTED TO THE UNDERWRITERS DURING THE POLICY PERIOD

These Declarations along with the completed and signed **Application** and the Policy with endorsements shall constitute the contract between the **Insureds** and the Underwriters.

Underwriters: Beazley Insurance Company, Inc.

Policy Number: V1EEB6200301

Item 1. **Named Insured:** Sagecrest Planning and Environmental

Address: 2400 E Katella Avenue
Suite 800
Anaheim, CA 92806

Item 2. **Policy Period:**

From: 01-Jun-2020

To: 01-Jun-2021

Both dates at 12:01 a.m. Local Time at the Address stated in Item 1.

Item 3. **Limit of Liability:**

F00122
072016 ed.

Date Issued: 29-May-2020 5:03:26 PM

(a) \$2,000,000 Each Claim - includes Claims Expense
(b) \$250,000 Each incident, event or related incidents or events giving rise to an obligation to pay Privacy Breach Response Services
(c) \$4,000,000 Aggregate for the Policy Period - includes Claims Expenses
The Privacy Breach Response Services sublimit stated in Item 3.(b) is part of, and not in addition to, the "Aggregate for the Policy Period " stated in Item 3.(c) of the Declarations

Item 4. Deductible:

(a) \$15,000 Each Claim Deductible – includes Claims Expenses
(b) \$2,000 Each incident, event or related incidents or events giving rise to an obligation to pay Privacy Breach Response Services

Item 5. **Premium:** \$10,253

Item 6. **Retroactive Date:** 01-Jun-2017

Item 7. **Knowledge Date:** 01-Jun-2017

Item 8. Technology Based Services, Technology Products, Computer Network Security and Privacy Liability, Multimedia and Advertising, and Privacy Breach Response Services Coverage Option:

- Purchased if this box is checked then Insuring Clauses I.A.3., I.A.4., I.A.5., and I.A.6. of this Policy shall apply.
- Purchased if this box is checked then Insuring Clause I.B. of this Policy shall apply.
- Not Purchased if this box is checked then Insuring Clauses I.A.3., I.A.4., I.A.5., I.A.6. and I.B. of this Policy shall not apply.

If no box is checked, then Insuring Clauses I.A.3., I.A.4., I.A.5., I.A.6. and I.B. of this Policy shall not apply.

Item 9. Optional Extension Period:

(a) Premium for **Optional Extension Period**: 100% of the total premium for this Policy

(b) Length of **Optional Extension Period**: 12 Months

Item 10. Notification under this Policy:

(a) Notification (except Privacy Breaches under Insuring Agreement B.) pursuant to Clause XI. shall be given to:

Email a&eclaims@beazley.com
Fax (866) 910-1397
Online http://www.beazley.com/claims_service/ae_claims_form.aspx
Mail Beazley Insurance Company, Inc.
30 Batterson Park Road
Farmington, CT 06032
Attn: A&E Claims

If you have any questions or for additional information please call (888) 222-1123

(b) Notification for Privacy Breaches under Insuring Agreement B. pursuant to Clause XI. shall be given to:

Email: bbr.claims@beazley.com
Toll-Free 24-Hour Hotline: (866) 567-8570

(c) All other notices under this Policy shall be given to:

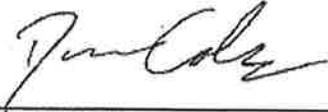
Beazley Insurance Company, Inc.
30 Batterson Park Road
Farmington, CT 06032
Tel: (860) 677 3700
Fax: (860) 679-0247

Item 11. Endorsements Effective at Inception:

1. E02804 032011 ed. Sanction Limitation and Exclusion Clause
2. BICMU05021207 Reliance on Another Insurance Company's Application
3. BICMU05090406 Nuclear Exclusion
4. BICMU05070406 War and Civil War Exclusion
5. A01479CA 032016 ed. California Amendatory Endorsement
6. E01400 032016 ed. Amend Insured to Include Person(s) and/or Entity(ies)

7. E01414 082009 ed. Notice Of Cancellation To Certificate Holder

The Underwriters have caused this Policy to be signed and attested by its authorized officers, but it shall not be valid unless also signed by another duly authorized representative of the Underwriters.



Authorized Representative

29-May-2020

Date



Secretary



President

Exhibit B



SAGECREST
PLANNING + ENVIRONMENTAL

COMPENSATION/PAYMENT SCHEDULE

Sagecrest will perform consulting services based on the following breakdown of classification of hourly rates for key personnel as identified below:

Position	Hourly Rate
Planning Director	\$220.00
Planning Manager	\$200.00
Principal Planner	\$160.00
Senior Planner	\$140.00
Building Official	\$120.00
Associate Planner	\$120.00
Building Inspector	\$100.00
Assistant Planner	\$90.00
Planning Aide	\$80.00
Minutes Clerk/Planning Administration	\$60.00

Reimbursable Expenses: Expenses incurred will be billed at actual costs plus hourly rate, if applicable. Reimbursable expenses include, but are not limited to, reprographics, postage, certified mailings, office supplies such as Compact Discs and flash drives, and application filing fees. Approval for necessary expenditures shall be requested in advance from the City's designated Contract Officer.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/3/2022

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

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

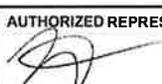
PRODUCER AssuredPartners of Washington, LLC A/E Insurance Services 19689 7th Ave NE, Ste 183, PMB #369 Poulsbo WA 98370	CONTACT NAME: Robyn Catania CA LIC # 0K48649 PHONE (A/C, No, Ext): 360-626-9535 E-MAIL ADDRESS: robyn.catania@assuredpartners.com	FAX (A/C, No): 360-626-9535
	INSURER(S) AFFORDING COVERAGE	
INSURED Sagecrest Planning+Environmental 27128 Paseo Espada Suite 1524 San Juan Capistrano CA 92675	INSURER A : Travelers Property Casualty Company of America	
	INSURER B : Beazley Insurance Company Inc	
	INSURER C :	
	INSURER D :	
	INSURER E :	

COVERAGES **CERTIFICATE NUMBER:** 212637526 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	6805J742889	6/1/2022	6/1/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY	Y	Y	BA8R626254	6/1/2022	6/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	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/A	UB5J743745	6/1/2022	6/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Professional Liab; Claims Made			V1EEB6220501	6/1/2022	6/1/2023	Per Claim 2,000,000 Aggregate 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The certificate holder is an additional insured per the attached.
 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 on the Commercial General Liability and Auto Liability when required by written contract or agreement regarding activities by or on behalf of the Named Insured. The Commercial General Liability insurance is primary insurance and any other insurance maintained by the Additional Insured shall be excess only and non-contributing with this insurance. A waiver of subrogation applies to the Commercial General Liability, Auto Liability in favor of the Additional Insured.

CERTIFICATE HOLDER City of Placentia 401 E Chapman Avenue Placentia CA 92870	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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RESOLUTION NO. R-2023-19

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	\$120,000	Expense
Plan Check Revenue	Revenue related to contract services	Development Services	102532-4160	\$120,000	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 4th DAY OF APRIL 2023.

Ward L. Smith, Mayor

ATTEST:

Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert S. McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing resolution was adopted at a regular meeting of the City Council of the City of Placentia held on the 4th day of April 2023 by the following vote:

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

Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

Christian Bettenhausen, City Attorney



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR / PUBLIC SERVICES & INFRASTRUCTURE

DATE: APRIL 4, 2023

SUBJECT: **PROFESSIONAL SERVICES AGREEMENT WITH HR GREEN PACIFIC FOR CIVIL ENGINEERING AND LANDSCAPE ARCHITECTURE DESIGN SERVICES FOR THE OLD TOWN PLACENTIA STREETScape IMPROVEMENT PROJECT, PROJECT NO. 9202**

FISCAL
IMPACT: EXPENSE: \$608,594 PROFESSIONAL SERVICES AGREEMENT
BUDGET: \$650,000 FY 2022-23 CAPITAL IMPROVEMENT PROGRAM
BUDGET (109202-6770 & 799202-6770)

SUMMARY:

The proposed professional services agreement with HR Green Pacific (HRGreen) shall provide civil engineering and landscape architecture design services for the final engineered construction plans and bid documents for the Old Town Placentia Streetscape Improvement Project. This project is the final implementation of the Old Town Streetscape Master Plan adopted by the City Council in 2017 and construction will be funded through a partnership with the County in the Placentia Enhanced Infrastructure Financing District. The City issued a request for proposals from qualified civil engineering firms to provide these services and four (4) proposals were received. The City Council awarded a design contract to a different firm on December 6, 2022. However, before the final design work could begin the consultant began to submit change order demands for work that they had claimed was not made part of the original proposal or agreement. Based on these actions, Staff determined that it would be more appropriate to begin the process over with a new consultant team. Based on the proposal review committee's evaluation and the references provided by HRGreen, Staff is recommending that the City Council award HRGreen a professional services agreement for this project. The final engineering design process is anticipated to be completed in approximately 9-12 months.

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Award a Professional Services Agreement to HR Green Pacific for a not-to-exceed amount of \$608,594 to provide civil engineering and landscape architecture design services for the Old Town Placentia Streetscape Improvement Project, Project No. 9202; and

1.f.
April 4, 2023

2. Authorize the City Administrator to approve any change orders up to 10% of the contract not-to-exceed amount, or \$60,860; and
3. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

STRATEGIC PLAN STATEMENT:

There is no specific Strategic Plan Goal or Objective associated with this Council action, however it is related to Goal 3, Objective 3.4: Complete the Financing Structure for the Old Town Enhanced Infrastructure Financing District (EIFD). The City/County EIFD will pay for the construction costs associated with this project under a separate financing mechanism.

DISCUSSION:

In 2017, the City Council adopted the Old Town Placentia Streetscape Master Plan. The plan was created and adopted as part of the Old Town Placentia Revitalization Plan which also included newly adopted development standards and zoning for Old Town. A similar plan and rezoning effort was adopted by the City Council for the adjacent Transit Oriented/Packinghouse District (TOD). While private developers are paying for newly constructed streetscape improvements in the TOD, a separate funding source for streetscape improvements in Old Town had yet to be secured until 2020 when the City and County of Orange entered a partnership to create an Enhanced Infrastructure Financing District (EIFD) within and around Old Town Placentia.

The EIFD allocates City and County property tax revenue to construct public infrastructure improvements within the EIFD/Old Town project area utilizing tax increment financing. This partnership was the first of its kind in the State. The EIFD sets aside a small portion of existing property tax revenue collected each year from properties located within the project area for use in improving or providing new public infrastructure within the same project area. EIFDs were created by the State Legislature to help spur private investment in neighborhoods where public investment in supporting infrastructure has occurred. Property tax rates within the project area remain unchanged and there was no increase in taxes paid by the property owners located within the EIFD. It is anticipated that lease revenue bonds will be issued to provide the needed capital to construct the planned streetscape improvements. City and County staff have been working to finalize the bond structure and financing limits which should be completed within the first quarter of 2023.

The City Council allocated funds in the Fiscal Year 2021-22 Capital Improvement Program Budget (CIP) to provide the engineering and landscape architecture design services needed to prepare shovel-ready construction plans and bid specifications for the improvements included in the adopted streetscape master plan. Accordingly, Staff prepared a Request for Proposals to solicit bids from civil engineering design teams to prepare the construction documents and specifications for this project. A total of four (4) proposals for this project were received. A Selection Committee consisting of the Deputy City Administrator, Director of Development Services, and City Engineer reviewed the proposals.

Cost proposals were received from each firm and were opened and evaluated as part of the evaluation process. Consultant cost proposals are based upon hourly rates for each assigned project team member multiplied by the total number of allocated hours by task. Professional services agreements are awarded based on qualifications; however, cost is a consideration only to the extent that the proposed cost is reasonable for the services to be provided. On December 6, 2022, the City Council awarded an agreement to a different consultant team for this project. However, before any design work actually started the consultant team began to submit change order demands for items of work they claimed were not included in the contract scope of work. Given the complexity and importance of this project, Staff determined that it would be in the City's best interests to proceed with this project with a different team and cancelled the contract. HR Green Pacific's initial total number of hours in its proposal was approximately half of what was proposed by the other three consults teams; however, HRGreen updated their proposal and fee based on further scope clarification provided by city Staff.

Staff and adjacent property and business owners along the 100 block of Santa Fe Avenue are evaluating the potential for a permanent street closure on that block and converting the street into a new public plaza space. The proposed agreement includes a provision that engineering design work, other than survey and mapping, not begin on this portion of Santa Fe Avenue until a final decision on whether or not to close the 100 block of Santa Fe has been made by the City Council. Should the City Council elect to close the street, the proposed improvements will follow approved concept plans and should the City Council elect to keep the street open, the final improvements will follow the concept plans included within the adopted Old Town Streetscape Master Plan. The final engineering design process is anticipated to be completed in 9-12 months.

The City has previously worked with HRGreen on multiple projects with favorable outcomes. Accordingly, Staff recommends the City Council award this proposed Professional Services Agreement to HRGreen.

FISCAL IMPACT:

The proposed contract not-to-exceed amount to provide design services for this project totals \$608,594. A total of \$650,000 has been budgeted in the FY 2022-23 Capital Improvement Program Budget for these services. Accordingly, sufficient funds exist for the recommended actions.

Prepared by:



Masoud Sepahi, P.E.
City Engineer

Reviewed and approved:



Jennifer Lampman
Director of Finance

Reviewed and approved:



Luis Estevez
Deputy City Administrator

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Professional Services Agreement with HR Green Pacific

**CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH
HR GREEN PACIFIC**

THIS AGREEMENT is made and entered into this 4TH day of April, 2023 (“Effective Date”), by and between the CITY OF PLACENTIA, a municipal corporation (“City”), and HR GREEN PACIFIC, a state of California corporation (“Consultant”).

W I T N E S S E T H :

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide engineering and landscape architecture design services for the Old Town Placentia Streetscape Improvement Project, 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 six hundred eight thousand five hundred ninety four Dollars (\$608,594.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "SCOPE OF SERVICES", an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services. Such increase in additional fees shall be limited to 25% of the total contract sum or \$25,000 whichever is more. The City Engineer is authorized to approve a Change Order for such additional services.

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

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

3.0. TIME OF PERFORMANCE

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

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

Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 24 months, ending on April 4, 2025, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

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

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

work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Consultant. City shall not be liable for any claim of lost profits.

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

5.0. INSURANCE

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

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

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

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of

Workers' Compensation or to undertake self-insurance before commencing any of the work.

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

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

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

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

- (a) Additional insureds: "The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Consultant shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant's sole cost and expense."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Placentia, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Placentia shall be excess and not contributing with the insurance provided by this policy."

- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Placentia, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

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

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

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

6.0. GENERAL PROVISIONS

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

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

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

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

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement and who shall not be

changed by Consultant without the express written approval by the City. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

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

IF TO CONSULTANT:

HR GREEN PACIFIC
1260 Corona Pointe Ct. Suite 305
Corona, CA 92879
Tel: 951.475.3613
Fax: 713.965.0044
Attn: Chase Keys, PE

IF TO CITY:

City of Placentia
401 E. Chapman
Placentia, CA 92870
Tel: 714.993.8148
Fax: 714.528.4640
Attn: Luis Estevez

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

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

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

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings 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. Furthermore, Consultant will comply with the following:

- (a) Unauthorized Aliens. Consultant hereby represents and warrants that it will comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined

therein. Should Consultant so employ such unauthorized aliens for the performance of any work and/or services under this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to reimburse City for any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, or penalties which arise out of or are related to such employment, together with any and all costs, including attorneys' fees, incurred by City.

- (b) E-Verify. If Consultant is not already enrolled in the U.S. Department of Homeland Security's E-Verify program, Consultant shall enroll in the E-Verify program within fifteen (15) days of the effective date of this Agreement to verify the employment authorization of employees assigned to perform work hereunder. Consultant shall verify employment authorization within three (3) days of hiring a new employee to perform work under this Agreement. Information pertaining to the E-Verify program can be found at <http://www.uscis.gov>, or access the registration page at <https://e-verify.uscis.gov/enroll> . Consultant shall certify its registration with E-Verify and provide City its registration number within sixteen days of the effective date of this Agreement. Failure to provide certification will result in withholding payment until full compliance is demonstrated.

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

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

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

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

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

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

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

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

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

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

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

CITY OF PLACENTIA,
A municipal corporation

Damien R. Arrula
City Administrator

Date: _____

ATTEST:

Robert S. McKinnell,
City Clerk
of the City of Placentia

CONSULTANT

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Rosanna Ramirez, Risk Management

Date: _____

APPROVED AS TO CONTENT:

Masound Sepahi, Project Manager

Date: _____

DEPARTMENTAL APPROVAL

Luis Estevez, Deputy City Administrator

Date: _____

EXHIBIT A

CONSULTANT'S PROPOSAL

The contract proposal and scope of work is attached hereto as Exhibit A and incorporated herein to this agreement. Consultant shall delay any design work, other than survey and mapping services, on the 100 block of Santa Fe Avenue until a final decision is made by the City whether or not to convert that block into a permanent outdoor plaza or to design and construct the street improvements pursuant to the adopted Old Town Streetscape Master Plan. The City shall issue the consultant a Notice to Proceed (NTP) to begin work based on this stipulation and will issue a separate NTP to complete the final engineering design of the 100 block of Santa Fe Avenue.

EXHIBIT B
CERTIFICATES OF INSURANCE AND ENDORSEMENTS



City of Placentia

RESPONSE TO RFP FOR

Professional Engineering Design Services for the Old Town Placentia Streetscape Improvement Project

MARCH 23, 2023



Chase Keys, PE

1260 Corona Pointe Court | Suite 305

Corona, CA 92879

Direct 951.475.3613

ckkeys@hrgreen.com



▶ 1260 Corona Pointe Court | Suite 305
Corona, CA 92879
Main 855.900.4742 + Fax 713.965.0044
▶ HRGREEN.COM

March 23, 2023

Luis Estevez
Deputy City Administrator
City of Placentia
401 East Chapman Avenue
Placentia, CA 92870

2.1 & 2.2 Cover Letter

Re: RFP for Professional Engineering Design Services for the Old Town Placentia Streetscape Improvement Project

Dear Mr. Estevez and Other Selection Committee Members,

Many cities have moved towards the adoption and implementation of “complete streets” throughout areas of significance within the community. The adoption of the Old Town Placentia Streetscape Master Plan in 2017 provided the framework for the desired enhancements to Old Town Placentia, and the subsequent City approval of the Infrastructure Financing District solidified the City’s commitment to implement this important project. For the City of Placentia to successfully implement this project, a proven design team that can understand and improve upon the Streetscape Master Plan is needed. **This is exactly where HR Green Pacific, Inc. (HR Green) can provide the leadership necessary to deliver this project successfully and collaboratively.**

The team that HR Green has assembled provides a proven track record of collaboration and project execution necessary to successfully deliver a vital enhancement to the community such as the Old Town Streetscape Improvement Project. All the critical components of this project are managed by the individual subconsultant’s team leaders as well as the proven experience leadership of our **Project Manager, Chase Keys, PE**. Chase has collaborated with many of our team members on similar projects in the past.

Our key personnel have been chosen for this project due to their years of experience with similar projects. This team has worked together and can seamlessly transition to the work associated with the Old Town Placentia Streetscape Improvements. In addition to internal HR Green staff, our project team consists of four highly regarded subconsultants. These firms are leaders in their respective industries and have all partnered with HR Green on several similar projects.

- ▶ Kelsoe & Associates - Surveying
- ▶ Terracon - Geotechnical Engineering
- ▶ VDLA Landscape Architects - Landscaping and Irrigation
- ▶ STC Traffic, Inc. - Lighting and Electrical
- ▶ Azarvand’s Building Department Services - CASp Review

Technical Proficiency/Innovative Solutions to Deliver Quality & Streamline Processes

Leveraging an unparalleled depth of consulting expertise, innovative thinking, best practices, and leading-edge technologies, we will deliver services that save you time and money, and enhance operations. Our staff will implement proven processes to maximize the City’s return on investment.

We will protect the City's best interests by providing comprehensive, quality, responsive, technically proficient and timely services. You can have confidence that our staff will protect your interests, anticipate your needs, and proactively communicate with you throughout the design, bid, and construction phases.

Summary of Key Elements of Our Proposal

Throughout our proposal we have provided the depth of experience our project team has on similar projects and for similar agencies. Our list of representative projects shows that over the years we have consistently delivered projects on time and within budget to the satisfaction of our clients. That fact is evidenced by our clients continuing to call on HR Green to deliver important projects for their respective agencies again and again.

Our Differentiators / Why We Are Best Suited to Deliver This Project

- ▶ Our Project Manager, Chase Keys, PE, has successfully delivered streetscape projects for several local agencies.
- ▶ Key HR Green staff previously provided project oversight on behalf of the City of Placentia for a nearby Metrolink grade separation project and understand the City's specific needs.
- ▶ HR Green staff have previously provided City Engineering Services to the City.
- ▶ Exclusively serve public agencies / No conflict of interest.

Chase will serve as your primary point of contact for this contract and can be reached at 951.475.3613 or via email at ckey@hrgreen.com, or via fax at 713.965.0044. Per section 2.2.1.2 of the RFP, this letter is signed by Timothy Hartnett, our Vice President and Principal-in-Charge. Per section 7.9.1, this proposal shall remain firm for one hundred twenty (120) days following the closing date for the receipt of proposals.

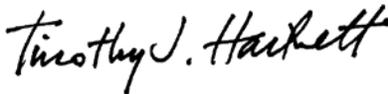
We look forward to successfully working with the City of Placentia on this important project, as we have on past projects. Please feel free to reach out to Chase with any questions.

Sincerely,

HR GREEN PACIFIC, INC.



Chase Keys, PE
Project Manager



Tim Hartnett
Vice President and Principal-in-Charge



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2.3 Executive Summary

2.3 Executive Summary

The development of the City’s Old Town Placentia Revitalization Streetscape Master Plan (“Master Plan”) is poised for the next level – successful implementation. That “successful implementation” in an area of the City that has a community-oriented emphasis can only occur if the right team is assembled. The team that HR Green has assembled provides the correct mix of an engineering-lead team combined with the artistic balance of the landscape architectural firm of **VDLA**.

HR Green currently and previously provided various services to the City of Placentia (staff augmentation for City Engineer, owner representative for Metrolink grade separation projects, improvement plan review, etc.), however, when it comes to the excitement of improving a historical downtown area, HR Green and the City have not worked together. HR Green’s team is currently in the process of delivering improvement designs associated with Streetscape Master Plans or complete street components for several local agencies. Our team even collaborated to develop a preliminary streetscape plan that has proceeded into the full design phase for nearly five (5) miles of pedestrian and safety enhancements.

HR Green’s team has collaborated in preparing the “representative key elements map”, which encompasses the key considerations in the successful design and delivery of this project. Since one of the items identified in the Master Plan called for pervious pavers in the crosswalks, **Terracon** will review the existing soil conditions specifically for this request and will provide necessary recommendations to the design team and the City on the feasibility of this type of improvement. **VDLA** will provide the necessary hardscape and softscape design to coincide with the vision of the Master Plan, while the HR Green designers will combine all of these ideas into a complete package that the City will be proud of for many years to come.





2.4 Project Team Organization

2.4 Project Team Organization

Primary City Contact

Your primary point of contact is **Chase Keys, PE**, our assigned **Project Manager**. Chase will see that all resources are allocated to your project(s) as needed, serve as part of our QA/QC team, and will be available for requested meetings with the City. Background information regarding HR Green and our subconsultants listed below begins on the next page. **Resumes and work experience for our leadership team, along with that of the Key Personnel and our subconsultants are found beginning on Page 6.**



HR Green's Background

Founded in 1913, **HR Green has been providing public sector services for more than 100 years** and ranks among ENR's Top 500 Design Firms (currently #162) and is regularly listed among the Top 100 Construction Management Firms in the United States. The firm is a corporation with 600+ employees and 18 offices throughout the United States, including two in Southern California. Our California-based corporation (HR Green Pacific, Inc., DIR # 1000050680), incorporated in the State of California on May 19, 2017, and is headquartered in nearby Corona.

We exclusively serve public agencies in California and specialize in multi-faceted design and engineering services. We have 60+ staff assigned in Southern California, many of whom have a broad range of engineering design, public works engineering, project/program management, staff augmentation, plan review, inspection, building and code, technology, and construction experience.

ENR
TOP 500
Design Firms

▶ HR Green has continued to climb the rankings on Engineering News Record's (ENR) annual lists of top design and construction firms in the nation, rising **16 spots** and coming in at **162 in 2022**.

ENR
TOP 100
Construction

▶ HR Green is consistently ranked among ENR's Top 100 Construction Management Firms in the United States because we care about delivering successful projects.



Recognized as a Great Place to Work®-certified company

HR Green Pacific, Inc.

1260 Corona Pointe Court | Suite 305
Corona, CA 92879
855.900.4742
www.hrgreen.com

HR Green's Governmental Services



Design + Engineering

Master Planning, Civil Design, Utility Coordination, Pavement Evaluation, Traffic, Transportation Planning, Drainage, Stormwater Compliance, Water + Wastewater, Value Engineering



Electronic Plan Check

Building + Civil Plan Check, Electronic Review + Digital Commenting, Paperless Processing + Tracking, Needs Assessment, Software Customization + Implementation, Change Management



Program + Project Management

Departmental Oversight, CIP, Change Management, Organizational + Operational Audits, Solid Waste, Grant Writing + Administration



Building + Safety

Building Administration, Plan Check, Inspection, Permit Processing, Code Enforcement



Land Development Coordination

Entitlement Processing, Project Tracking + Tracking, Development Review, Project Facilitation, Standards and Procedures Development, Inspections, Development Incentive Programs



Construction Management

Construction Management, Resident Engineering, Contract Administration, Constructability Review, Office Engineering, Inspection, Quality Assurance + Quality Control, Claims Management, Stakeholder Coordination



Virtual City Hall

Contactless Touchless Counter Services, Remote Plan Check, Remote Construction Management + Inspection, Virtual Engineering Design, Contactless Permitting, Software Implementation



Staff Augmentation

Embedded Staff (FT/PT) - All Departments (Engineering, Public Works, Building + Safety, Code, Community Development, Construction)



Broadband Consulting

Master Planning + Visioning, Smart City, Fiber, Policy Development, Permit Processing, Design Standards Development, ITS, Grants + Funding, Utility AMR + AMI Planning, Municipalized Street Lighting, GIS Mapping, Community Outreach, Small Cell, 5G, ITS, Studies, Design + Engineering, Procurement, Construction Management



GIS + Asset Management

Master Planning, Pavement Management, Utility Mapping, Design Plans, Database Design, Right-of-Way Management, Asset Inventory, Small Unmanned Aerial Mapping (SUAS)

HR Green's Subconsultants

HR Green's team offers a full range of experience and knowledge to assist the **City of Placentia** in meeting your current needs and future goals regarding the Old Town Streetscape Improvement Project. Because of the complexity of the project, HR Green has chosen to work with our proposed subconsultants. Each has previously worked with us on similar projects to successfully provided these services for similar agencies. Together, we will deliver support that is responsive to your needs, nimble to changing conditions, and create the right mix of staff to meet the project needs and goals.



KELSOE & ASSOCIATES, INC. - SURVEY SERVICES

Formed in 1981, **Kelsoe & Associates** is a California Corporation based in the City of Corona. They currently employ a staff of seven (7) professionals, and maintain vehicles and equipment for three field crews utilizing robotic total stations and state-of-the-art GPS receivers. Their office staff is equipped with the latest AutoCAD software.

Kelsoe & Associates is a full-service land surveying firm serving private and public sector clients throughout Southern California. The essential components that drive the practice are client service, innovation, and a quest for excellence. These principles have guided the performance and growth of the company and helped provide their clients with technically advanced and cost-effective solutions that are specifically tailored to their needs.

Over the past 30 years, they have accumulated an extensive database of survey information throughout Southern California. They are often able to provide clients with substantial cost savings by utilizing previous survey data. Their record of past performance clearly shows that they are committed to delivering projects on time and within budget.

Representative clients include: The Cities of Corona (various departments), San Dimas, Claremont, Pomona, Norco, Duarte, Rialto, San Gabriel, South El Monte, Moreno Valley, Hemet, and several others, as well as numerous private companies.

Kelsoe & Associates, Inc.

520 E. Parkridge Ave.
Corona, CA 92879
951.736.0755
bobk@team-kelsoe.com
www.team-kelsoe.com



Terracon - GEOTECHNICAL SERVICES

TERRACON is a 100 percent employee-owned nationwide, privately held corporation, having provided consulting engineering services to clients since 1965. From its roots in geotechnical engineering, Terracon has evolved into a successful multi-discipline firm specializing in environmental, facilities, geotechnical, and materials services for private and public-sector clients. They have provided services on some of the largest and most complex projects in the area. These projects include street improvements, bridges, highways, municipal buildings, sewer and stormwater improvements, water tanks, treatment plants, utilities, public works, projects federally funded, K-12 schools, community colleges/universities and many others. Their engineers and construction materials technicians and inspectors understand the challenges that projects have during both the design and construction phases. They offer clients across the country practical, cost-effective solutions from more than 150 offices. By anticipating project requirements and adapting to challenges, Terracon makes it easy for you to work with them. They approach every project – large or small – with your business objectives in mind. This focus results in projects being completed accurately and on schedule. Each Terracon team member has significant experience in various municipalities throughout Southern California.

Terracon

1355 E. Cooley Dr., Suite C
Colton, CA 92324
909.824.7311
jay.martin@terracon.com
www.terracon.com



Van Dyke Landscape Architects (VDLA) - LANDSCAPE SERVICES

VDLA a certified small business (micro), was founded in 1972. For 50 years, VDLA has specialized in landscape architecture, urban planning and design, irrigation design, water resource management services, graphic communication, community outreach services, plan check reviews and field inspections. VDLA provides these services throughout Southern California from our offices in Solana Beach and Temecula. Their staff includes 17 professionals who hold project hold credentials such as licensed landscape architects, certified irrigation designers/ auditors, and recycled water site supervisors. Their mission is to provide quality landscape designs integrating sustainable environment design for the communities they work, live and play in.

VDLA core staff has worked together for nearly 20 year. Their combined expertise gives VDLA the unique ability to create stunning yet practical landscape architectural design, produce accurate construction documents, and provide unsurpassed client service. VDLA takes pride in the quality and the professional level of service that our staff provides and have carefully chosen the best in the industry to carry out the needs of our clients. Their staff has a strong sense of collaboration within their office and has established a record of completing projects on schedule and within budget for major clients in the public and private sectors. Their attention to detail on each and every project is unique to the industry.

Van Dyke Landscape Architects (VDLA)

462 Stevens Ave.
Suite 107
Solana Beach, CA 92075
619.294.8484
ballen@vdl.a.us
www.vdla.us

Azarvand's Building Department Services, LLC

Azarvand's Building Department Services, LLC - CASP SERVICES

Azarvand's Building Department Services is a sole proprietorship, owned and operated by Behrouz (BJ) Azarvand. The company has been in business, providing CASp review services as well as other services, since March, 2015. Prior to that, BJ worked for the cities of Irvine, Tustin and the City of Orange in various capacities from plans examiner to building official.

Recent complex plan check work includes:

- ▶ Music correctional maximum-security facility in Irvine. Correction facilities for both men and women
- ▶ Juvenile correctional and vocational facility in the City of Orange. Vocational facility for juveniles.
- ▶ St. Michael's Abby in Silverado Canyon. (Mixed use facility) Project included sanctuary, offices, residence, indoor/outdoor burial facilities.
- ▶ IN-N-OUT Burger building in North Tustin. Restaurant.
- ▶ Chick-A Filet in Ladera Ranch. Restaurant.

BJ has performed plan review for most of the County projects including correctional facilities in Santa Ana, OC Sheriff's facilities in Aliso Viejo, City of Orange, and Santa Ana. BJ has worked with HR Green in several instances where CASp review services were required.

Azarvand's Building Department Services, LLC

28232 San Marcos
Mission Viejo, CA 92692
949.330.3198
bazarvand@gmail.com



STC TRAFFIC, INC. - TRAFFIC LIGHTING & ELECTRICAL SERVICES

STC is a full-service traffic engineering, transportation planning, and intelligent transportation systems consulting firm. They employ highly-trained staff who provide state-of-the-art traffic engineering services to public agencies throughout Western Riverside County and Southern California. Their team is recognized for its capacity to creatively solve problems arising from the most complex traffic engineering projects.

STC has a strong and trusted relationship with the traffic engineering community throughout Southern California. STC's philosophy of work puts strong emphasis on attentive project management, with open lines of communication, a "stand-ready" work-ethic, and comprehensive quality assurance/quality control. Their dedication to clients and their respective communities, combined with their high level of technical expertise, has allowed them to become a leader in traffic engineering.

Staff members have the highest level of expertise possible across a broad range of specialties and are comprised of Professional Engineers in Civil Engineering and Traffic Engineering, Traffic Operations Engineers, Certified IMSA Signal Technicians, ITS and Systems and Network Engineers, and Public Works Electricians and Inspectors. These are the professionals and qualifications that municipalities seek as resources to execute traffic signal communications master planning and associated PS&E.

STC Traffic, Inc.

5973 Avenida Encinas, Suite 218

Carlsbad, California 92008

760.585.4711

christian.lambarth@
stctrffic.com

www.stctrffic.com



Chase Keys, PE

Project Manager

Chase brings comprehensive experience managing/delivering CIP projects, processing permits, responding to public inquiries and utility concerns, reviewing various plans, and has utilized permitting and database software to track public works and development activity through a GIS interface. His experience includes a multi-faceted involvement with Engineering, Public Works, and Building and Safety Departments as well as NPDES compliance operations. He has helped prepare grant applications for federal, state, and regional funding. Moreover, he has assisted in both the office and field on construction projects, and processed paperwork through Caltrans and regional transportation agencies. He has served as CIP Manager for the Cities of Jurupa Valley and Hemet and has also assisted the Cities of Lake Elsinore, Azusa, Rolling Hills Estates, Palos Verdes Estates, Claremont, Pomona, Rancho Cucamonga, and Beaumont in delivering a broad array of CIP and land development projects, including design and engineering in a staff augmentation role.

EXPERIENCE

10 Years

EDUCATION

BS, Civil Engineering

REGISTRATION / LICENSE

Registered Civil Engineer,
CA #90593

AVAILABILITY

20-30%

SELECTED PROJECT EXPERIENCE

▷ **Project Manager, Hemet Valley Bikeway, City of Hemet**

This flagship project for the Bike Hemet improvement program in the City of Hemet constructs bicycle improvements along a nearly five-mile route that extends from the northern City limit to a new transportation mobility station located along the Salt Creek Corridor. The project also impacts six elementary or middle schools. This critical link closes a bikeway gap, providing needed connections to activity centers within the City. Project elements include Class II and III facilities, bicycle detection, bike boxes, bike lockers, and bike repair stations. A transportation mobility station provides bicycle staging areas and linkages to regional trails. Other proposed improvements include pavement rehabilitation, street widening, improved signage, lane striping, curb, gutter, sidewalk, and ADA ramps/curb extensions.

▷ **Project Manager, Towne Ave Street Improvements, City of Claremont**

Towne Avenue is a main corridor in Claremont and only one of two roads in Claremont with access to the 210 freeway, making it one of the heaviest used routes in Claremont. HR Green provided design services for improvements to Towne Avenue that incorporated "Complete Streets." This design included the addition of new landscaped medians down the center of Towne Avenue and tree wells along the sidewalks on both sides of the street. New bulb outs were also incorporated into the design to slow down traffic and allow for a more comfortable and safer path for pedestrians when crossing the street. New Class IV protected bike lanes and bike boxes at the intersections were designed to increase visibility and better serve bicyclists, while improving the drivability of the road for motorists. Driving lanes and bike paths have been designed to be separated by small, landscaped medians reducing stress of both bicyclists and motorists. Traffic signal enhancements were also part of the project. Such improvements included upgraded signal lights, Intelligent Accessible Pedestrian Systems (APS) and new video detection.

(Continued on the next page)



Chase Keys, PE (continued)

Project Manager

▷ **Project Manager, Holt Avenue Median Streetscape Improvements, City of Pomona**

Chase was the Project Manager on this major project for the City of Pomona. The project included a thorough traffic analysis of the corridor including taking 24-hour turning movement counts at 85 intersection and 60 private driveways, traffic forecasting, and traffic model development to document existing, future no-build, and build conditions. After completion of the detailed traffic analysis, four median design concepts were prepared working closely with both City staff and the public in order to determine the final build concept. After approval of the final build concept HR Green was awarded a supplemental contract to begin final design of the roughly 4.5 mile median and streetscape improvement project.

▷ **Project Manager, Sunnyslope Area SR2S Sidewalk Improvements, City of Jurupa Valley**

Project Manager responsible for the design of nearly two miles of new sidewalks in the vicinity of Sunnyslope Elementary School. The project included new sidewalks, new ADA access ramp bump-outs to shorten crossings, a pedestrian activated rectangular rapid flashing beacon at an uncontrolled school crossing, and new high visibility crosswalks throughout the project. The design had to consider the steep grade changes at the residential properties of which most already sat below the existing roadway.



Tim Hartnett

Vice President and Principal-in-Charge

Over the past 35 years, Tim has provided ongoing municipal engineering and program/project management services to key municipalities throughout the country, guiding them through periods of extreme growth. He has provided subdivision and site improvement review/approval processing from concept plan through the final plat in accordance with the municipality's Municipal Code, Engineering Standards, applicable development agreement and annexation agreements. He supports strategic decision-making by presenting information to councils, boards, and committees; facilitating public engagement discussions; meeting with developers; and informing residents and business owners of project schedules.

Tim has considerable experience performing critical services, such as grants and funding procurement for roadway, parks and facility improvements, construction observation, general engineering advisory services, water and wastewater master planning, capital involvement planning and implementation, organizational/operational assessments, and staff augmentation and support. Tim also acts as the lead contact between HR Green clients and the various design/field staff members executing all projects within the communities he represents

EXPERIENCE

35 Years

EDUCATION

BS, Engineering Design

PROFESSIONAL AFFILIATIONS

American Council of Engineering Companies

AVAILABILITY

5%

SELECTED PROJECT EXPERIENCE

► Pavement Rehabilitation and Complete Streets, Various Municipalities

As Principal-in-Charge, Tim provides and/or oversees diverse consulting and advisory services to municipalities across HR Green's client base. This includes master planning, CIP program/project management, staff augmentation, plan review (building and civil), asset management, design management and engineering of infrastructure (roads, drainage, stormwater, water, wastewater, lift stations, site improvements, parks), telecommunications (broadband, fiber, small cell, smart city), organizational/operational assessments, grant procurement and administration, construction management and observation.

► Towne Avenue (Complete Streets) Improvements, City of Claremont

Principal-in-Charge for the City's complete streets project on Towne Avenue from Foothill Boulevard to Base Line Road. The project included pavement rehabilitation, ADA improvements, traffic signal modifications, modification to existing raised center median, new raised median to create a Class IV bike lane, widening and reconstruction of existing sidewalks, signing and striping improvements, and complete landscape and irrigation plans.

► Citywide Pavement Rehabilitation Program, City of Moreno Valley

Principal-in-Charge for the street improvement and signing and striping plans for over forty (40) miles of arterial/collector streets. The project included the grind and overlay or slurry seal of streets throughout the City. In addition to the rehabilitation or maintenance of existing pavement, the project also included new signing and striping of all streets, including the addition of new Class II and Class III bikeways as well as several bicycle boulevards. HR Green had to take into the account the City's adopted bicycle and pedestrian master plan and existing on-street parking to design the most effective and efficient corridors. At the City's request to expedite the project, HR Green was able to complete the design of all forty miles within six (6) months.



Derek Wieske, PE

Quality Assurance / Quality Control

Derek has more than 20 years of solid professional experience, primarily in public works and transportation projects, and has experience in design, project management, and construction management. Derek has served as resident engineer and construction manager on a wide variety of public works construction projects, including several State and federally funded transportation projects, and is knowledgeable on the Local Assistance Procedures Manual. As a former public works official, Derek has gained effective leadership and communication skills in managing complex construction projects involving multiple disciplines. Derek is particularly skilled with dealing with residents and business owners to address issues of concern during construction. Derek has also gained expertise over the years in the implementation of low impact development best management practices during construction, including bioswales, porous pavement, and retention basins. Derek has reviewed and approved hundreds of these features, and has lectured in the past at a Healthy Watersheds seminar on some of his project success stories.

EXPERIENCE

20+ Years

EDUCATION

MS, Civil Engineering

Master, Business Administration

BS, Civil Engineering

REGISTRATION / LICENSE

Registered Civil Engineer, CA #49872

AVAILABILITY

10-20%

SELECTED PROJECT EXPERIENCE

▷ South Laguna Streetscape Project, City of Laguna Beach, Project Manager

Project Manager during the design of this federally funded project which included installation of upgraded sidewalk, landscaping, medians, decorative street lights, upgraded bus shelters, street furniture, and a small new parking lot along Pacific Coast Highway. This project design involved extensive collaboration between community members out of a desire to improve the streetscape, and involved extensive use of stormwater best management practices. Derek worked closely with both resident citizen groups and local businesses to develop the project scope, obtain funding, complete the design, and obtain permits from Caltrans for the project. The project included the implementation of best management practices to minimize urban runoff.

▷ Trabuco Road Pavement Rehabilitation Project, City of Lake Forest, Resident Engineer

Resident Engineer for this pavement rehabilitation project, which included grinding, and overlay of asphalt rubberized hot mix (ARHM), adjustment of conflicting utilities, concrete repairs, upgrading of non-compliant curb ramps and minor landscaping improvements. Derek coordinated all of the inspection work for this project, and oversaw the inspection staff. The project was on a fast track, and was ultimately delivered ahead of schedule. The project was immediately adjacent to a major flood control facility, and required coordination with the Orange County Flood Control District.

▷ Diamond/Crestview Area Road Widening Projects, City of Laguna Beach, Construction Manager

Construction Manager for the widening of several roads in residential hillside community of Diamond/Crestview to accommodate two-way traffic. The project included retaining walls with innovative materials such as concrete lagging. This project involved close coordination with homeowners, including one resident which acquired a cooperative agreement with the City to relocate a driveway and a garage.



Art Casillas, EIT

Design Lead

Art has more than nine years of professional experience as a construction manager and project engineer. He has been involved with road pavement and rehabilitation projects, traffic signal improvements, street widening, and worked with Caltrans for encroachment permits. He has provided services to various public agencies including the Cities of Walnut, San Gabriel, Covina, and Norco.

SELECTED PROJECT EXPERIENCE

EXPERIENCE

9 Years

EDUCATION

BS, Civil Engineering

REGISTRATION

EIT, CA #149135

AVAILABILITY

45-55%

▶ **Amar Road Pavement Rehabilitation Project, City of Walnut**

Art was the construction manager, overseeing all contractors and subcontractors on behalf of the City. The project included a rubberized asphalt hot mix (ARHM) over cement treated pulverized base, striping and curb ramp work to update to ADA specifications.

▶ **2017/18 Great Streets Improvement, Phase I, City of San Gabriel**

Art was the construction manager, overseeing all contractors and subcontractors on behalf of the City. This project included multiple residential streets citywide, with a majority of cold mill and overlay. One of the collector roads was designated as cement treated base with asphalt overlay. The project also included striping, curb and gutters, and curb ramps to update to ADA specifications.

▶ **Traffic Signal Improvements at Two Existing Intersections, City of Covina**

Art was the construction manager responsible for updating the traffic signal poles at two intersections (eight traffic signal poles). The project work included utility coordination to install service meters with a complete upgrade of the controller cabinet, conduits, conductors, loop detectors, striping and signing. This project also included curb ramp upgrades to meet ADA specifications.

▶ **Second Street Roadway Widening, City of Norco**

Art was the designer for this road widening project to allow for on street parking, and installation of curb and gutter. The project was challenging due to the existing grade behind City right-of-way with one side higher than the other, which required a segment of roadway to be super-elevated. Storm drain catch basins were also added along with striping and curb ramps, and a horse trail to accommodate local residents.

▶ **Hillside Avenue, 5th to 6th Roadway Widening, City of Norco**

Art was the designer for this project for this road widening project to accommodate on street parking and an installation of curb and gutter. This included widening the existing roadway, adding curb and gutter, signing, striping, and ADA compliant curb ramps. Catch basins were also added to connect to existing drainage and a horse trail to accommodate local residents.



Bob Kelsoe, PLS

Survey Services, Kelsoe & Associates (President)

Bob is the president of Kelsoe & Associates, Inc. and has more than 30 years experience in the land surveying profession. He is a licensed land surveyor in the State of California and Nevada and is in responsible charge of the firm's land surveying activities.

Prior to joining Kelsoe & Associates, Bob worked for California Corridor Constructors as a project surveyor on the San Joaquin Hills Transportation Corridor. He was responsible for the layout and calculation of more than 30 bridges and grading of approximately 12 miles of new freeway. In addition, he created the company's quality control/quality assurance program.

Bob has extensive experience in both performing and supervising surveys for public agencies. As a project surveyor for Fuscoe, Williams, Lindgren and Short, he worked closely with the California Department of Transportation (Caltrans) on detailed topographic surveys and second order geodetic control. He also performed and supervised surveys for the Los Angeles County Transportation Commission on the Metro Green Line and the Army Corps of Engineers on the lower Santa Ana River reconstruction.

In addition, Mr. Kelsoe is experienced in mapping and computer aided drafting (CAD). He has prepared Records of Survey, ALTA/ACSM land title survey maps, legal descriptions and topographic survey maps for the City of Corona, City of San Dimas, City of Rancho Palos Verdes, City of Bellflower and several other agencies throughout Southern California.

EXPERIENCE

30 Years

EDUCATION

SoCal Surveyors Joint Apprenticeship Committee Chairman and party chief program (4 years).

Rancho Santiago College - land surveying program.

Riverside City College - land surveying program

REGISTRATION

Professional Land Surveyor, CA, #6957



Jay Martin, PG, CEG

Geotechnical Services, Terracon

Jay has 37 years of experience evaluating and mitigating geologic concerns and hazards across the State of California. He has provided project and senior-level engineering geologic oversight for design and construction of hospitals, schools, tanks, dams, roadways, bridges, railroads, intermodal yards and large residential and commercial development projects. Jay has extensive experience in the evaluation and mitigation of seismic hazards and has conducted numerous fault trenching projects across all major faults in Southern California. He has provided geologic, soils and mineral resources input to numerous environmental impact reports and environmental assessments. He has also conducted many mining reclamation projects for hard and soft rock mines from the Yuba River to the Mexico border. Jay's areas of expertise also include disaster evaluation and mitigation, as well as groundwater resource exploration, evaluation and development.

SELECTED PROJECT EXPERIENCE

- ▶ **3rd Main Line Bridges, Cajon Creek Crossing / Cajon Boulevard, San Bernardino County**
- ▶ **San Jacinto Levee Replacement Project**
- ▶ **Various Pavement Assessments for Department of Public Works**
- ▶ **Various Special Districts Water Tank Projects, San Bernardino Mountains**
- ▶ **Potrero Interchange Project, City of Beaumont (Caltrans)**
- ▶ **Barton Road Bridge Replacement, Caltrans**

EXPERIENCE

37 Years

EDUCATION

MS, Geology

REGISTRATION / LICENSE

PG 4887 – California

CEG 1529 – California

AFFILIATIONS

Inland Geological Society - Co-Founder and Past Officer)

Geological Society of America

Seismological Society of America





Brett Allen, LLA

Landscape Services, Van Dyke Landscape Architects (VDLA)

Brett has significant project management experience on projects for cities, counties, school districts and private development including libraries, plazas, corporate campuses, streetscapes, roundabouts, public corridor improvements, hardscape design, campus circulation and public use areas. He has a strong background in hardscape design and construction detailing, native and adaptive regional plant materials, planting design, soils and appropriate planting techniques. Brett also has expertise with large scale irrigation master planning, irrigation design, and construction administration. He has significant experience in preparing irrigation point of connection master plans, demand analyses, hydraulic analyses and coordinating this information with multi-disciplinary teams.

EXPERIENCE

18 Years

EDUCATION

BS, Landscape Architecture

REGISTRATION / LICENSE

LLA, CA #6595

Certified Irrigation Designer #58129

Certified Landscape Irrigation Auditor

Recycled Water Site Supervisor

SELECTED PROJECT EXPERIENCE

- ▷ Project Manager, Holt Avenue, City of Pomona
- ▷ Project Manager, Towne Avenue (Complete Streets), City of Claremont
- ▷ Project Manager, Summerwind Ranch Trails, Calimesa
- ▷ Project Manager, 1-10 Corridor, Coachella Valley
- ▷ Project Manager, Van Buren Boulevard / 1-215 Interchange, Riverside



Behrouz Azarvand, CASp

CASp Reviewer, Azarvand's Building Department Services, LLC

Behrouz has more than 30 years of building and safety expertise, including serving as Building Official, plan reviewer, building inspector, and managing permit counter activities for several California cities, including Orange, Irvine, Tustin, and Jurupa Valley. He is very proficient in electronic plan review. For the past several years he has been providing accessibility plan check to the County of Orange on the 23,000-acre Ranch project. He has also reviewed a complex jail project for Music Honor Farm in Irvine; a Juvenile Hall Multipurpose Rehabilitation complex in the City of Orange; custom homes, tract homes and apartment buildings; several capital improvement projects, such as tenant improvements for the Orange County Sherriff's Coroner office; and 100+ photo voltaic projects with or without battery back-up systems. As the Building Plans Examiner for Irvine, he reviewed tenant improvements, room additions, and over-the-counter plan reviews. This included meeting applicants in person and discussing review comments over the phone. As Planner he also processed conditional use permits and tentative maps, handled design review, zone changes, entitlement processing, and wrote staff reports. Behrouz served in a key facilitation role to coordinate projects between both the Planning and Building and Safety Departments to streamline the entitlement and approval process. He has also conducted numerous code and process-related training sessions and seminars. Behrouz is very proficient in the electronic plan check process.

EXPERIENCE

30+ Years

EDUCATION

BA, Architecture

REGISTRATION / LICENSE

CASp-Certified



Christian Lambarth, PE, TE, PTOE

Lighting and Electrical Task Lead - STC Traffic, Inc.

Christian has over 14 years of experience in the management of traffic engineering projects throughout Southern California. He specializes in street lighting, traffic signal design, signing and striping, traffic control, traffic operational analysis, , and traffic signal interconnect. He pulls from his years of experience in the transportation industry to develop PS&E that focuses on constructability. He designs street lighting for purposes of roadway safety, security, utility, and aesthetics and has supported development of street and safety lighting design standards and guidelines for the cities of Menifee, Temecula, National City, and Carlsbad.

EXPERIENCE

14 Years

EDUCATION

BS, Civil Engineering

REGISTRATION / LICENSE

Professional Engineer
(Civil) CA, #86675

Professional Engineer
(Traffic) CA, #2927

Professional Traffic
Operations Engineer,
#5180

SELECTED PROJECT EXPERIENCE

- ▷ **Holt Avenue Corridor Lighting Improvements, City of Pomona**
- ▷ **Juniper Street Photometric Analysis and Design, City of Escondido**
- ▷ **Little Italy I-5 Undercrossing Light Feasibility Study & Design, City of San Diego**
- ▷ **8th Street and Highland Avenue Corridors Street Lighting, City of National City**



2.5 Relevant Project Experience and References



City of Claremont

HR Green provides design, on-call engineering and on-call plan review/project management services to the City of Claremont. HR Green has provided design services and prepared improvement plans for several projects to better service pedestrians, bicyclists, and improve the overall driveability of roadways.

Since working with the City, HR Green has provided services for several projects including:

Towne Avenue Streetscape Improvements

Towne Avenue is a main corridor in Claremont. It is only one of two roads in Claremont with access to the 210 freeway, making it one of the heaviest used routes in Claremont. HR Green provided design services for improvements to Towne Avenue that incorporated “complete streets.” This design included the addition of new landscaped medians down the center of Towne Avenue and tree wells along the sidewalks on both sides of the street. New bulb outs were also incorporated into the design to slow down traffic and allow for a more comfortable and safer path for pedestrians when crossing the street. New Class IV protected bike lanes and bike boxes at the intersections were designed to increase visibility and better serve bicyclists, while improving the drivability of the road for motorists. Driving lanes and bike paths have been designed to be separated by small, landscaped medians reducing stress of both bicyclists and motorists. Traffic signal enhancements were also part of the project. Such improvements included upgraded signal lights, Intelligent Accessible Pedestrian Systems (APS) and new video detection. Other features and amenities included pavement rehabilitation, landscape, and hardscape upgrades. Such features included sidewalk and driveway replacement and new ADA ramps to replace existing ramps. HR Green also designed “green street” components, incorporating Modular Wetland devices at existing catch basins and infiltration trenches within the center medians when possible.

Mt. Baldy Road Pavement Rehabilitation

In 2019 HR Green prepared improvement plans for Mt. Baldy Road between North Mills Avenue and Grand Avenue with plan view only GIS based plans. HR Green prepared construction bid drawings for the cold mill and overlay, re-striping drawings, technical specifications, and an engineer’s estimate of probable construction costs. The GIS based approach saved the City roughly 15% in engineering fees.

Staff: Steve Loriso, QSD/QSP; Chase Keys, PE; Trent MacDonald

REFERENCE

Maria Tipping
City Engineer

City of Claremont
207 Harvard Avenue
Claremont, CA 91711
909.399.5474
mtipping@ci.claremont.ca.us



City of Pomona

Since 2013, HR Green has maintained various on-call civil engineering, plan check, and project management contracts with the City. We have provided design engineering of various roadway, alley way, sidewalk, curb and gutter, and ADA compliance projects citywide. This includes Mission Boulevard construction management for the installation of ADA improvements, signal conduit, and minor drainage improvements.

HR Green also provides on-call project management, staff augmentation, and plan review for the Gold Line light rail project, including the extension of the Light Rail Transit line through the City, two bridges at Garey and Town Avenues, and a flyover heavy rail west of Towne Avenue. Comprehensive review services include civil, traffic, railway, environmental and structural engineering, surveying, architecture, landscape, planning, CEQA/NEPA and related proposed work. HR Green has been working with the City of Pomona for the past several years on the planning and development of the Holt Avenue Median Improvements, which is part of a complete streets upgrade for this existing heavily utilized corridor.

Sample Projects

- ▶ **Holt Avenue Median Streetscape Improvements:** The project included a thorough traffic analysis of the corridor including taking 24-hour turning movement counts at 85 intersection and 60 private driveways, traffic forecasting, and traffic model development to document existing, future no-build, and build conditions. After completion of the detailed traffic analysis, four median design concepts were prepared working closely with both City staff and the public in order to determine the final build concept. After approval of the final build concept HR Green was awarded a supplemental contract to begin final design of the roughly 4.5 mile median and streetscape improvement project.
- ▶ **Districts 3, 5 & 6 Improvements:** Priority improvement plans were identified for priority locations located within several City districts and involved a combination of plan view only and plan/profile for four streets, a cul-de-sac and two alleys. HR Green prepared construction bid drawings for the cold mill and overlay, restriping drawings, technical specifications and an engineer's estimate of probable construction costs. Improvements within District 6 also involved the landscaping and irrigation of an existing raised center median along Towne Avenue.
- ▶ **Arroyo Park Sidewalk Improvements:** HR Green prepared construction bid drawings for the sidewalk improvements along Arroyo Park Drive from Arroyo Avenue to Arroyo Avenue (roughly 1,000 linear feet). This included topographic survey and right-of-way mapping for the project area. Private improvements within the public right-of-way were identified to be removed, relocated, or protected. Reconstruction of all existing driveway approaches were identified and details were provided to maintain ADA compliance throughout the path of travel.

Staff: Steve Loriso, QSD/QSP; Chase Keys, PE; Trent MacDonald; Monica Pangco, EIT

REFERENCE

Matt Pilarz
Senior Civil Engineer

City of Pomona
505 South Garey Avenue
Pomona, CA 91766
909.602.3652
matt_pilarz@ci.pomona.ca.us



City of Hemet

Between 2019 and 2022, HR Green served the City as City Engineer, responsible for delivering capital projects and enhancing the plan check delivery process. Unexpectedly, HR Green’s role with the City rapidly expanded to include all engineering duties including CIP Planning, Plan Review, and Design. This has included serving as CIP Manager responsible for managing City’s Capital Improvement budget and overseeing the design and construction of all capital projects including grant writing/administration.

HR Green staff are involved with the projects from conception and budgeting through construction management and close out and manage a wide array of projects for both engineering and public works, including the City’s water/sewer system. The backlog of various projects and management needs include:

- ▶ **Hemet Valley Bikeway:** This flagship project for the Bike Hemet improvement program in the City of Hemet constructs bicycle improvements along a nearly five-mile route that extends from the northern City limit to a new transportation mobility station located along the Salt Creek Corridor. The project also impacts six elementary or middle schools. This critical link closes a bikeway gap, providing needed connections to activity centers within the City. Project elements include Class II and III facilities, bicycle detection, bike boxes, bike lockers, and bike repair stations. A transportation mobility station provides bicycle staging areas and linkages to regional trails. Other proposed improvements include pavement rehabilitation, street widening, improved signage, lane striping, curb, gutter, sidewalk, and ADA ramps/curb extensions.
- ▶ **Esplanade Avenue Widening:** In early 2020, the City lost a key employee and HR Green provided a seasoned Professional Engineer to work side by side with Community Development planning staff to streamline entitlement reviews, conditions of approval, and mapping approvals while the City completes a recruitment process. The City was concerned that the general fund be preserved, and that the development community pay fair share costs for study reviews and plan checks. The costs are fully tracked and there is 95% cost recovery for the services provided. HR Green is preparing street improvement, storm drain, and signing and striping plans for the 1.5 mile stretch of Esplanade Avenue between Warren Road and Sanderson Avenue. This project includes the widening of the existing 2-lane rural road to a 5-lane divided secondary with a painted center median as well as curb, gutter, and sidewalk. This project is coordinating with several other agencies including the County of Riverside and City of San Jacinto due to the shared City/County Limits along the project. The existing project alignment includes a roadside jurisdictional ditch along the south side of the roadway requiring coordination with CDFW/MSHCP.

Staff: Steve Loriso, QSD/QSP; Chase Keys, PE; Trent MacDonald; Monica Pangco, EIT

REFERENCE

Noah Rau
Public Works Director/City Engineer

City of Hemet
445 E Florida Avenue
Hemet, CA 92543
Phone: 951-765-3712
Email: nr.au@hemetca.gov

“HR Green has been successful performing City Engineering, project support, plan checking, and development reviews for the City of Hemet since January 2019. HR Green is an ideal fit for combining experience with value by reducing the amount of paper, time, travel, and costs.”

Chris Lopez
Former City Manager





City of Jurupa Valley

HR Green provides full design, departmental management and on-site civil project staffing, planning, and engineering services to the City of Jurupa Valley and has been a partner to the City since its inception. We have helped procure federal, state, and regional funding (ATP, HSIP, Safe Route to Schools, SB1, CalRecycle, etc.) as well as prepared PS&E for CIP projects and have overseen the design and construction of 150 miles of pavement rehabilitation as well as Complete Streets, Green Streets, and Safe Routes to Schools. Our staff have utilized rubberized asphalt strategies (saving the City construction costs of up to \$70,000 and incorporating “Green” recycle methodologies, such as reuse of scrap tires and leveraging local processing facilities, leading to less pollution and truck activity). We created a Pavement Management Report and maintenance program. More recently, our staff completed a Citywide Master Plan for Streets and Trails.

Pyrite Street Complete Streets: HR Green prepared the ATP grant application, secured funding, developed conceptual plans, design management, construction management, and inspection. This project incorporated many “Complete Streets” elements. Pyrite Street was developed prior to City incorporation in 2011 with four through lanes, a 40 mile per hour speed, and 76 feet of pavement width. This type of roadway design was incompatible fronting an elementary school with children crossing the street, bicycle activity, and on-street loading/unloading. Glen Avon Elementary School serves 673 students in a disadvantaged community. Access to the school is limited to Pyrite Street. Consequently, at ingress/egress all student activity, including parents picking up and dropping off children, is concentrated at the front of the school. In addition, Pyrite Street is a Major Arterial and an attractive option to motorists accessing State Route 60.

The comprehensive Pyrite Street project included both continuous sidewalk and curb and gutter along the east and west sides of Pyrite Street between Galena Street and Mission Boulevard in the form of a Road Diet to better accommodate pedestrians, bicyclists, and equestrians while still accommodating automobiles. The project extended the existing sidewalk, curb and gutter on the east side of the street from its existing terminus just north of Glen Avon Elementary School to Mission Boulevard and installed new sidewalk on the west side of the street between Mission Boulevard and Galena Street. ADA-compliant ramping was provided at all intersections along the project and an enhanced crosswalk was developed at the intersection of Pyrite Street and Cassidy Circle. On-street parking was modified to create pick-up/drop off zones with clear areas around the crosswalks to improve pedestrian safety and visibility. The added curb and gutter connected to the existing storm drain system, allowed for regular street sweeping, provided for a clear, dry walkway for students going to and from school, and defined bike lanes to encourage more bicycle use. The Road Diet reduced the number of through lanes to one each way and provided bicycle lanes with buffer areas between the bike lanes and auto lanes, a median turn lane, and better defined on-street parking/loading areas. **Staff:** Steve Loriso, QSD/QSP; Chase Keys, PE; Trent MacDonald; Monica Pangco, EIT

REFERENCE

Rod Butler
City Manager

City of Jurupa Valley
8930 Limonite Avenue
Jurupa Valley, CA 92509
P: 951.332.6464
E: rbutler@jurupavalley.org



2.6 Project Understanding and Approach

2.6 Project Understanding and Approach

HR Green has a long history of assisting municipal clients with their infrastructure projects from the conceptual study phase through design and into construction. Old Town Placentia is in need of streetscape improvements for pedestrians, bicyclists and vehicles. The proposed improvements for Bradford Avenue and Santa Fe Avenue are essential in this area. HR Green has the experience needed making us an excellent choice for your streetscape design needs.



Placentia Public Library

This project is located in Old Town Placentia, specifically Santa Fe Avenue from Murray Street to Bradford Avenue and Bradford Avenue from Santa Fe Avenue to Chapman Avenue including several alleys throughout and a small portion of Chapman Avenue near Bradford Avenue that will include new raised landscaped center medians. This area is rich with mom-and-pop shops and restaurants. It is the heart of the City's historic core and home to the public library, Old Placentia City Hall, Fire House Station 1, and a train depot with residential homes sprinkled throughout. New improvements for this area will be designed in accordance with the City's adopted Old Town Placentia Streetscape Master Plan with the understanding that one of the two alternative designs may be incorporated into the improvements to completely close off Santa Fe Avenue from Main Street to Bradford Avenue to allow for permanent outdoor seating.

Our understanding for the following scope of services is based on the Master Plan, but further refined by the exhibit prepared by HR Green on 2/15/23 and clarified by the City on 2/27/23.



New ADA curb ramp - Chapman and Bradford Avenues

Sidewalks

Providing wider sidewalks will create a more welcoming environment and encourage patrons to stroll and explore other businesses. In order to do this some of the properties along Bradford Avenue will need to have offsite improvements done to re-establish the existing irrigation where grass extends beyond the right-of-way. HR Green can address this issue by providing direction on the construction plans.



Placentia Firehouse Station #1

Americans with Disabilities Act

The addition of ADA curb ramps will give the community a usable path for all. However, some corner ramps will create a challenge with the presence of existing utilities and limited space. HR Green has extensive experience in designing ramps in tough spaces. We will start with gathering field data, then researching right-of-way, and then obtain survey data to design the optimum ramp. HR Green will also research existing utilities to make sure

that any conflicting utility facilities are still in use, and will coordinate any relocations as a last resort.

Street Lighting and Bike Lanes

The addition of street lighting will benefit all by making pedestrians and bicyclists more visible. Dedicated bike lanes will create safer routes for both bicyclist and drivers. HR Green has designed miles of bike lanes for the City of Hemet, Rancho Cucamonga, and Claremont to name a few. Our striping plans will consider all factors for bicyclist safety, and we will collaborate closely with the City to meet any City preferences.

Bulb Outs

Proposed bulb outs are a brilliant way to force drivers to be aware of their surroundings and hopefully preventing vehicle involved accidents. However, sometimes drainage can be an issue if the street is very flat. The existing drainage in this area is mostly sheet flow. Stormwater flows south on Bradford Avenue and stormwater on Santa Fe Avenue flows west. HR Green's approach will be to keep the same drainage pattern but take the opportunity to address any drainage issues and improve the existing pavement.

Off-Street Parking

The proposed improvements for off-street parking lots and alleys are crucial to this area, especially with the recent changes allowing for outdoor seating utilizing vital parking space. The existing alleys are asphalt and slope to the center into a ribbon gutter that drains into an inlet. However, the north side of the alley is at a higher elevation than the south side, which may create an issue with trying to incorporate diamond pattern score lines and keeping the same drainage pattern. HR Green will start by looking at any drainage information that the city can provide before coming up with a functional design that will accommodate any drainage issues.

Pavement Rehabilitation

With the assistance of our Geotechnical team to provide us with pavement recommendations, HR Green will provide the City with optional pavement design profiles for Bradford Avenue, Santa Fe Avenue and alleys to fit within construction cost.



Alleyway and parking lot off of Bradford Avenue

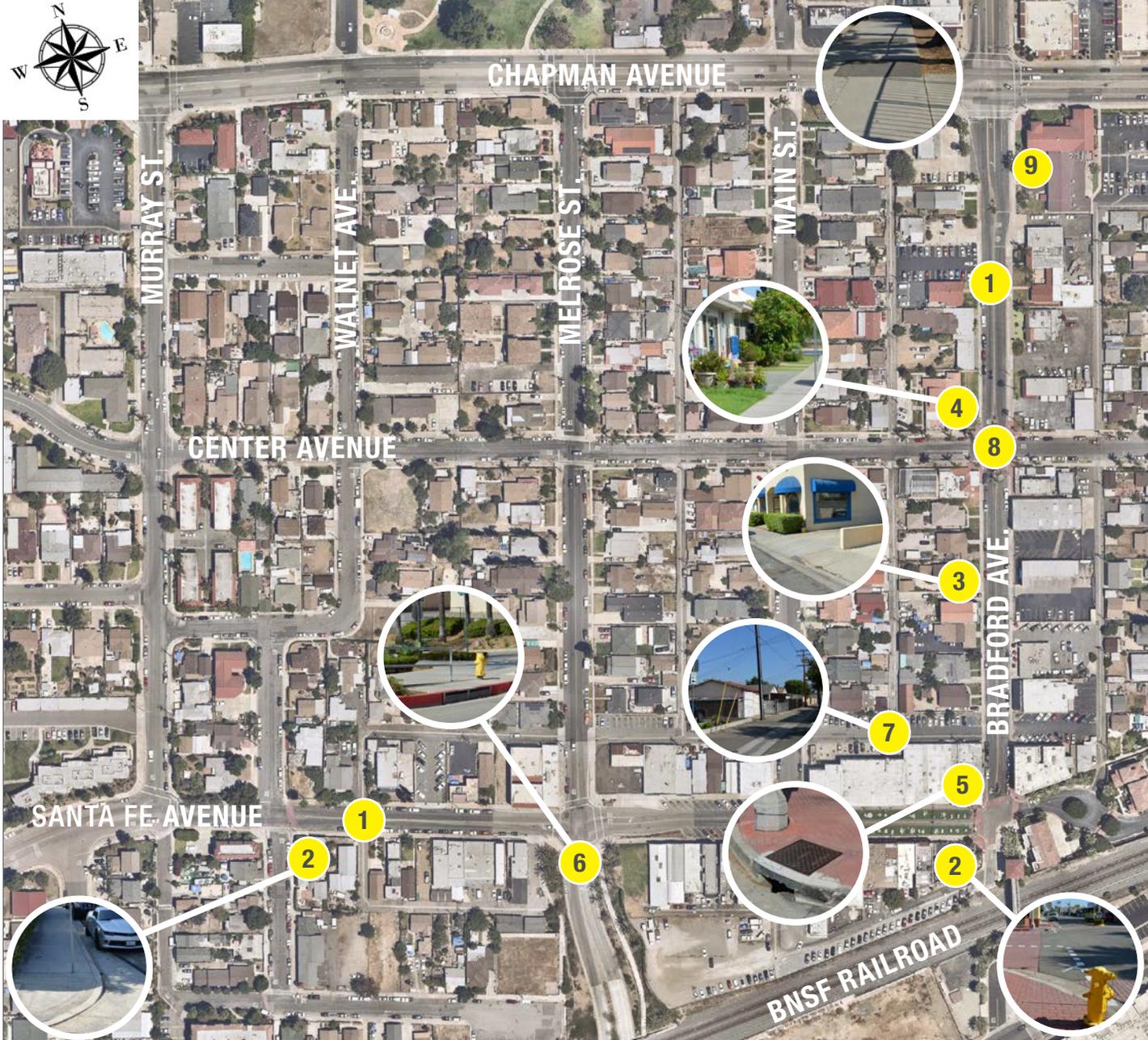
Conclusion

It is understood that after nine months from the Notice to Proceed the City expects to receive all bid-ready engineered street improvement plans, bid and technical specifications, and engineer's estimate. Prior to final design our team will obtain from City staff the preferred alternative for the 100 block of Santa Fe Avenue (Main Street to Bradford Avenue). The current options are the full closure of the block or various options of a one-way roadway. We will then coordinate with City staff and other stakeholders to refine the preferred alternative and incorporate that within our design plans. HR Green understands that a geotechnical analysis will be required, but right-of-way acquisition nor an environmental report are anticipated for this project. A local hydrology and hydraulic analysis will be completed to address the drainage issues potentially caused by the project and will coordinate with the Storm Drain Master Plan currently being prepared by the City. A traffic study will also be completed, including new traffic counts, to assess the impact of the proposed medians on Chapman and the street width reduction on Santa Fe and Bradford.

The City can rest assured that with HR Green we have the time and man power to not only provide you with an excellent design but also be there for the City to provide construction support services during the bid and construction phases.

Due to our thorough walk-through of the existing project site(s) and the proposed scope of work, we have developed a "Representative Key Elements Map" on the next page to highlight a just a few of the considerations of this project.

Representative Key Elements Map - Old Town Placentia Streetscape Improvement Project



KEY CONSIDERATIONS

- 1 Pavement Rehabilitation on both Bradford Avenue and Santa Fe Avenue
- 2 Proposed locations where ADA ramps may be challenged with limited right-of-way and/or the presences existing utilities
- 3 New ADA compliant driveways
- 4 Irrigation re-establishment for yards where sidewalk widening will take place
- 5 New catch basin needed
- 6 Steep pedestrian sidewalk on Santa Fe Avenue requires handrail
- 7 Guy wires may interfere with proposed landscaping
- 8 Traffic signal modifications to accommodate bicycle crossings at intersections
- 9 Root trimming prior to setting new sidewalks to help prevent sidewalk uplifting



2.7 Scope of Work

2.7 Scope of Work

PHASE 1 – PROJECT MANAGEMENT AND COORDINATION

Upon receipt of the Notice to Proceed, a project kick-off meeting will be held to provide an opportunity for the HR Green design team and City Staff to discuss the goals of the City and the project requirements. Minutes of this and all subsequent meetings will be prepared documenting subjects discussed, decisions made, along with actions items and their responsible party.

Progress meetings will be held monthly (or another frequency as determined by City staff) to discuss design, compare cost estimates with available budgets, and to obtain City feedback/approval on progress made. Progress reports will be prepared monthly to update City staff throughout the design process.

In addition, we will also coordinate with other affected stakeholders.

Deliverables:

- ▶ Meeting agendas/minutes
- ▶ Monthly progress reports
- ▶ Design schedule/schedule updates
- ▶ Invoicing

PHASE 2 – UTILITY COORDINATION

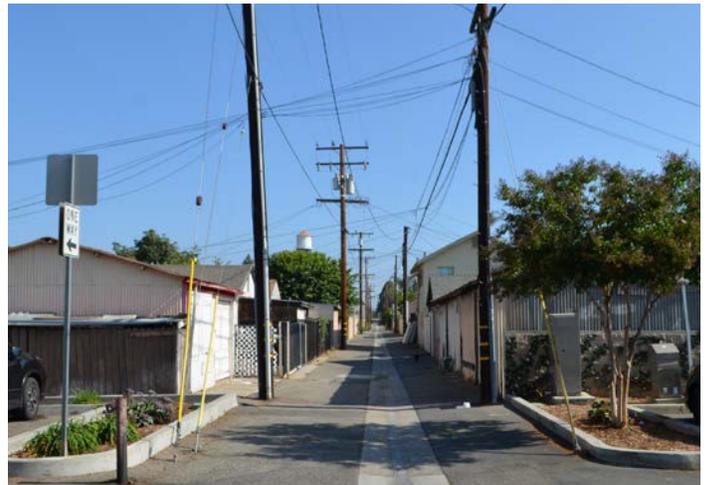
HR Green is a member of the USA Dig Alert design service, from which we can download contact information to obtain plans of existing utilities within the project limits. If the City also maintains a list of utility contacts HR Green will combine that information with what is provided via Dig Alert to complete a comprehensive list of contacts.

HR Green will contact this list of potentially affected utilities early in the project using the City's standard utility letter format. If the City does not have a preferred format, HR Green will provide a sample for the City's review and approval. It is important to gather utility information as early as possible to complete the base mapping for the project. All utilities will be shown on the proposed improvement plans.

A total of three utility notification letters will be sent out through the course of the project:

- ▶ 1st Letter – Shortly after the Notice to Proceed is issued requesting utility information
- ▶ 2nd Letter – After the completion of the 65% plans to confirm proper location of existing facilities and serve as a "Notice to Prepare to Relocate" if deemed necessary
- ▶ 3rd Letter – After completion of 100% plans and serve as the "Notice to Relocate Immediately" if deemed necessary

Copies of all communication with the utility companies and the utility disposition matrix will be kept throughout the project and will be submitted to the City with each progress submittal.



Existing utilities in alleyway at Aguirre Lane

Deliverables:

- ▶ Utility notification letters with necessary attachments
- ▶ Copies of all utility correspondence
- ▶ Utility coordination matrix

PHASE 3 – DATA COLLECTION

Task 3.1 – Document Research

HR Green will work with City staff to obtain all readily available as-built plans and record maps to aid in the drawing of the project base maps. If as-built plans are unavailable high resolution aerial imagery will be used in its place.

Task 3.2 – Topographic Survey

Field topographic survey will extend from ROW to ROW along both Bradford Avenue and Santa Fe Avenue as well as the affected alley ways in support of engineering design to include 50' x-section intervals along pavement, together with locating features including but not limited to, utility covers, catch basins, pavement limits, curb ramps, driveways, curb and gutters, sidewalks, streetlights and poles, power poles, traffic signs, fences/walls, gates etc.

Aerial topographic survey will also be collected to cover the entire project area/neighborhood.

An engineering base map and right of way map will be prepared with adjacent parcel lines to include the results of the field survey with 1' contour intervals at 20-scale.

Task 3.3 – Field Reconnaissance

After the completion of the project base map, HR Green will perform a thorough field review to gain a good understanding of the existing conditions and verify the accuracy of the base maps. The field work will also identify any areas of failed curb/gutter, sidewalk, driveway approaches and AC pavement.

Our certified access specialist will join the design team on this field review in order to identify any potential ADA issues that should be addressed in the design. They will also point out and report to the City any potential opportunities to improve the overall accessibility of the project area.



Existing pavement conditions on Bradford Avenue

Task 3.4 – Geotechnical Investigation

The intent of the project is to rehabilitate the existing AC pavement on both Santa Fe Avenue and Bradford Avenue while, reconstruct the alley ways with PCC, and provide permeable pavers in multiple areas. A total of six (6) borings are included with our scope of services which will also include infiltration testing. Handheld GPS equipment will be used to locate the borings and submitted for review by City staff. Once the proposed boring locations are approved, we will begin the geotechnical investigation along the project route.

The proposed borings will be drilled to a depth of five feet for or auger refusal. Field boring logs will be prepared as part of the standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Final boring logs will then be prepared representing the Geotechnical Engineer's interpretation and include modifications based on observations and laboratory tests.

Infiltration tests will use percolation test methods. Upon completion of drilling and sampling, a 2-inch thick layer of gravel will be placed in the bottom of the percolation test borings. A 3-inch diameter PVC pipe will be installed on top of the gravel layer in each boring. Gravel will be used to backfill between the pipes and the boring sidewall. The borings then will be filled with water for the minimum pre-soak period. At the beginning of each test, the pipes will be refilled with water and readings will be taken at a standardized time interval based on County of Orange procedures.

All borings will be backfilled with cuttings and any removed base. Dyed slurry will then be applied in lieu of asphalt patch.

Traffic control will be required during field activities utilizing the WATCH Manual. This includes submitting to the City the no-fee encroachment permit application.

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil and rock strata. Exact types and number of tests cannot be defined until completion of fieldwork. The anticipated laboratory testing may include the following:

- ▶ Grain size analysis
- ▶ Water content
- ▶ Unit dry weight

- ▶ Chemical analyses – pH, sulfates, chloride ion, electrical resistivity
- ▶ R-Value Test

Our laboratory testing program often includes examination of soil samples by an engineer. Based on the material's texture and plasticity, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

Results of our field and laboratory programs will be evaluated by a professional engineer.

The Geotechnical Report will provide the following:

- ▶ Boring logs with field and laboratory data
- ▶ Stratification based on visual soil (and rock) classification
- ▶ Groundwater levels observed during and after the completion of drilling
- ▶ Site Location and Exploration Plans
- ▶ Subsurface exploration procedures
- ▶ Description of subsurface conditions
- ▶ Recommended pavement rehabilitation options
- ▶ Subgrade preparation/earthwork recommendations
- ▶ Infiltration test results

Task 3.5 – Traffic Study / Capacity Analysis

HR Green will first obtain new traffic counts at the 7 project intersections. These will include 24-hr turning movements counts for two weekdays and a Saturday. A model of the existing study corridors will be developed utilizing Synchro/Sim Traffic traffic modeling software for three individual time periods: Midweek AM peak hour, Midweek PM peak hour, and Saturday peak hour. A model will also be developed for those same time periods for the proposed conditions. Measures of effectiveness (MOEs) will be obtained for existing conditions and build concept conditions including intersection LOS and 95th percentile queue length by movement, etc. No future traffic projections will be forecasted.

Task 3.6 - Local Hydrology & Hydraulics Analysis

A local hydrology and hydraulics analysis and study will be completed for the project limits on Santa Fe and Bradford. Tributary areas and outlets will be included in the analysis. This study will analyze the impacts of reducing the roadway widths and provide recommendations for drainage

improvements including additional storm drain inlets and up-sizing existing inlets within the project limits.

Task 3.7 - Photometric Study

A lighting photometric study will be prepared to ensure proper spacing, height, and coverage of proposed street/ pedestrian lighting.

Deliverables:

- ▶ CAD base plans
- ▶ Field evaluation memo
- ▶ Geotechnical design report
- ▶ Traffic Study / Capacity Analysis
- ▶ Local Hydrology and Hydraulics Analysis and Memo
- ▶ Photometric Study

PHASE 4 –PRELIMINARY DESIGN (35%)

Task 4.1 – 35% Preliminary Improvement Plans

The preliminary improvement plans will show limits of improvements and horizontal layout of those improvements including pavement rehabilitation and alley paving, raised medians, areas of off-site improvements, sidewalk widening, driveway replacement, bulb outs, catch basin replacement, and ADA access ramp replacement. ADA access ramps to be replaced shall reference either Caltrans or Standard Plans for Public Works Construction (SPPWC) and a detailed design will not be completed unless site conditions/constraints necessitate it. Separate signing and striping sheets will also be included in the plan set for both Bradford Avenue and Santa Fe Avenue. The HR Green team will thoroughly review the City's Master Plan for Old Town Placentia and confer with City staff to assure all areas of concerns are identify within the project.

Task 4.2 – 35% Preliminary Opinion of Probable Construction Cost

A high-level conceptual cost estimate will be provided to the City to determine if the proposed improvements fall within the appropriated budget.

Deliverables:

- ▶ 35% preliminary improvement plans
- ▶ 35% preliminary opinion of probable construction cost

PHASE 5 – RIGHT-OF-WAY

Task 5.1 - Right-of-Way Requirements Map

HR Green will prepare Right-of-Way Plans, which will be separate drawings from those used for design and construction details. The Right-of-Way Plans will show alignment, removal of improvements, drainage facilities, property lines and ownership, other land survey information, and existing right of way/known easements. We will also include plan details, which will require additional right of way or easements during the construction phase of the project such as grading limits, temporary erosion control, etc. Right-of-Way Plans include title sheet, typical sections, and plan view only sheets. Areas of new right-of-way, permanent easements and/or temporary easements required from each individual property owner will be shown in tabular form on the respective sheets.

Task 5.2 - Preparation of Legals and Plats

HR Green's subconsultant, Kelsoe, will provide the following:

- ▶ Review any provided title and deed documents as well as recorded maps of subject parcel.
- ▶ Prepare legal description and plat of right-of-way or temporary construction easement area designated by City/Engineer to be dedicated.
- ▶ Provide to the City for review and approval.

This task assumes the preparation of up to 10 legal descriptions and plats.

PHASE 6 – PLANS, SPECIFICATIONS AND ESTIMATE (65%, 100% AND FINAL)

Task 6.1 – Improvement Plans

After City approval of the preliminary plans, HR Green will proceed with the preparation of 65% plans. These plans will include pavement rehabilitation, alley improvements, areas of curb/gutter, sidewalk, drive approach replacements, locations of ADA access ramps to be replaced, bulb out design, median hardscape replacement/modifications, bike lanes, landscape improvements, street lighting/electrical improvements and traffic signal improvements. ADA access ramps to be replaced shall reference either Caltrans or the Standard Plans for Public Works Construction (SPPWC) with the exception of site-specific detailed ramp designs that may be required

due to limited right-of-way and/or the presence of existing utility facilities. Improvements to the drainage design will also be addressed and shown on the plans with relevant details if necessary. Some construction notes may still need to be added, but the design will be substantially complete. The 65% plan set will be provided for additional City comments.

After receiving comments on the 65% set we will move forward with the 100% design. This set will address any comments from the City on the 65% plans and will include all required notes and any additions or modifications to details. Structural details will be included as necessary to account for the design of lighting foundations and retaining walls where standard plans may not be appropriate. HR Green will also provide the backup calculations to accompany those details. All final comments will then be addressed, and the final signed and sealed plan set will be provided for City approval and signatures.

The improvement plans will include the following sheets:

- ▶ Title sheet
- ▶ Index sheet
- ▶ Typical sections
- ▶ Details (including structural as-needed)
- ▶ Demolition sheets
- ▶ Street and Alley improvement sheets (plan and profile)
- ▶ Parking Lot 'A' improvement sheet (plan view only)
- ▶ Lighting and electrical sheets
- ▶ Traffic signal sheets
- ▶ Signing and striping sheets
- ▶ Landscape and irrigation sheets

Our certified access specialist will also aid in our QA/QC process to ensure our proposed improvements all meet ADA regulations and the project provides for an accessible community for all.

Task 6.2 – Contract Documents

HR Green will prepare draft contract documents using the City's template and reference the Standard Specifications for Public Works Construction (SSPWC) for inclusion in the 65%, 100% and final submittal. Any comments from the City on the draft contract documents will be addressed and the final signed and sealed contract documents will be provided for City approval and signature.

Task 6.3 – Opinion of Probable Construction Cost

HR Green will prepare a preliminary cost estimate for inclusion in the 65% submittal. Any comments from the City will then be addressed and a 100% cost estimate will be provided for final comment. All final comments will then be addressed, and the final cost estimate will be provided.

Deliverables:

- ▶ 65%, 100%, and final improvement plans
- ▶ 65%, 100%, and final contract documents
- ▶ 65%, 100%, and final cost estimates

Final plans will be provided at appropriate scales on 24” x 36” signed and stamped bond sheets, a PDF, and the AutoCAD .DWG. Specifications will be provided as a signed and stamped hard copy in addition to the word document. The final cost estimate will be provided as both a hard copy and the Excel document.

Note: The Contract documents are generally prepared in accordance with the provisions of the Standard Specifications and Standard Plans for Public Works Construction (“Greenbook”); Placentia standard construction agreement; “boiler plate” contract document; City standard plans; and Caltrans standard plans and specifications as appropriate.

PHASE 7 – BIDDING ASSISTANCE AND CONSTRUCTION SUPPORT

HR Green will be available for any bid period assistance and to provide any clarification on the design plans during bidding, including the preparation of any addenda required.

We will provide design clarification services, as necessary, during construction. Our team would be available to respond to any RFIs received from the contractor during construction, review submittals, show drawings, change order requests, as well as performing site visits as required.

Our team will attend the pre-construction meeting with the contractor and City and prepare as-built record drawings based on the red line markups provided by the contractor at the completion of construction.

This task includes up to 120 staff hours.

Deliverables:

- ▶ Addenda as required
- ▶ Construction stage reviews (RFI’s, Submittals, Shop drawings, etc.)
- ▶ As-built record drawings

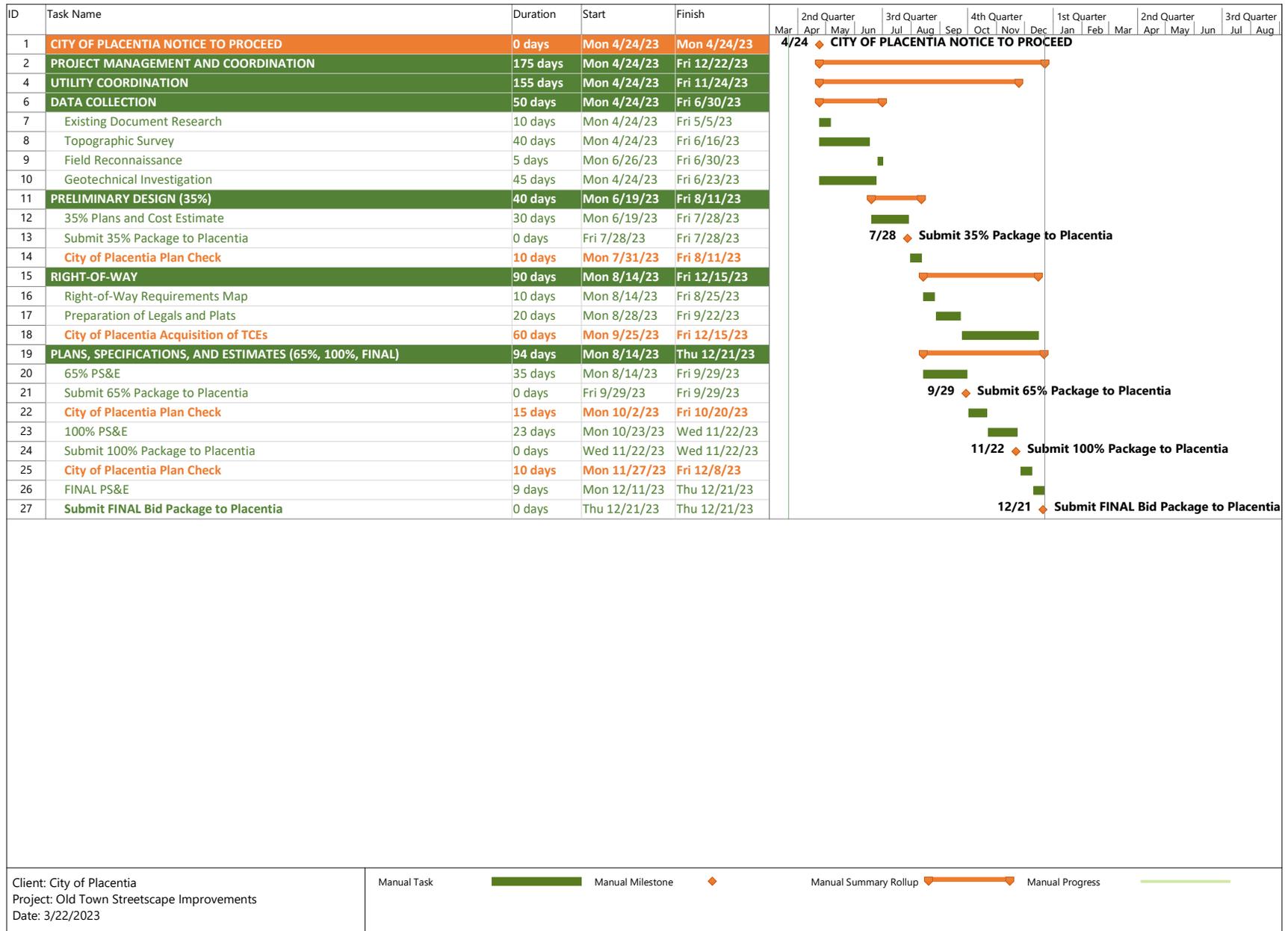
Exclusions:

- ▶ Exclusions as noted within fee proposal



2.8 Schedule

2.8 Schedule





3. Required Proposal Statements

3. Required Proposal Statements

- A. HR Green will perform the services as described in the City's RFP and in our Response.
- B. HR Green does not object to our proposal being made public, concurrent to the State of California Public Records Act, if chosen for this project.
- C. HR Green will make all attempts to keep the team in place that we have presented in our RFP Response. If a change becomes necessary, HR Green will reach out to the City and get approval on replacement staff.
- D. To the best of our understanding, we have no Conflicts of Interest with the City of Placentia.
- E. There has been no Collusion with other proposing firms for our Response to the City's RFP.



5. Proposed Exceptions

5. Proposed Exceptions

HR Green does not take any exceptions to the proposed contract.



6. Resource Allocation

HR GREEN - RESOURCE ALLOCATION MATRIX

PROJECT NAME: OLD TOWN PLACENTIA STREETScape IMPROVEMENT PROJECT
 PROJECT NUMBER: 2202312
 CLIENT: CITY OF PLACENTIA
 CLIENT CONTACT: LUIS ESTEVEZ
 PROJECT MANAGER: CHASE KEYS



TOTAL HOURS		12	96	230	198	10	44	330	42	42	246	410	292	1952
TASK	DESCRIPTION OF TASK	Hartnett, Timothy	Wieske, Derek	Keys, Chase	Jahn, Brian	Blonn, Phil	Flores, Desiree	Casillas, Art	Keevan, Sam	Deming, Cole	Pangco, Monica Ann	MacDonald, Trent	MacDonald, Jeanne	TOTAL HOURS BY TASK
		PIC	QA/QC	SR PROJ MGR	SR ENGR	SR ENGR	PROJ ENGR	PROJ ENGR	PROJ ENG	STAFF ENGR	STAFF ENGR	SR. DESIGN TECH	DESIGN TECH	
PHASE 1	PROJECT MANAGEMENT AND COORDINATION	12	28	122	2	2	4	90	2	2	16	2	2	284
PHASE 2	UTILITY COORDINATION	0	0	2	0	0	0	8	0	0	0	0	52	62
-	Utility Notification Letters (3)			2				8					12	22
-	Plot Existing Utilities												40	40
-	Utility Potholes (Up to 10)													0
PHASE 3	DATA COLLECTION	0	16	18	80	8	0	28	40	40	16	0	6	252
3.1	Existing Documentation Research							4					6	10
3.2	Topographic Survey			2				4						6
3.3	Field Reconnaissance		16					16			16			48
3.4	Geotechnical Investigation			2				4						6
3.5	Traffic Study / Capacity Analysis			8	80									88
3.6	Local Hydrology & Hydraulics Analysis			4		8			40	40				92
3.7	Photometric Study			2										2
PHASE 4	PRELIMINARY DESIGN (35%)	0	20	22	16	0	0	48	0	0	28	84	40	258
4.1	Preliminary Improvement Plans		20	20	16			40			28	80	40	244
-	Title Sheet													0
-	Index Sheet													0
-	Typical Sections													0
-	Demolition Sheets													0
-	Street Improvement Sheets (Play View Layout Only)													0
-	Signing and Striping Sheets													0
4.2	Preliminary EOPC			2				8				4		14
PHASE 5	RIGHT-OF-WAY	0	0	10	0	0	0	0	0	0	0	20	0	30
5.1	Right-of-way Requirements Map											20		20
5.2	Legals and Plats (Assumes 10 TCEs)			10										10
PHASE 6	PLANS, SPECIFICATIONS, AND ESTIMATES (65%, 100%, AND FINAL)	0	32	54	100	0	40	136	0	0	166	244	192	964
6.1	Improvement Plans		32	38	100		40	104			148	240	192	894
-	Title Sheet													0
-	Index Sheet													0
-	Typical Sections													0
-	Details (Including Structural as-needed)													0
-	Demolition Sheets													0
-	Street and Alley Improvement Sheets													0
-	Parking Lot 'A' Improvements													0
-	Lighting and Electrical Sheets													0
-	Traffic Signal Sheets													0
-	Signing and Striping Sheets													0
-	Landscape, Irrigation, and Site Amenity Sheets													0
6.2	Contract Documents			8				18			18			44
6.3	EOPC			2				8				4		14
-	Field check with client			6				6						12
PHASE 7	BIDDING AND CONSTRUCTION SUPPORT	0	0	2	0	0	0	20	0	0	20	60	0	102



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City of Placentia

COST PROPOSAL FOR

Professional Engineering Design Services for the Old Town Placentia Streetscape Improvement Project

MARCH 23, 2023



Chase Keys, PE

1260 Corona Pointe Court | Suite 305

Corona, CA 92879

Direct 951.475.3613

ckeysh@hrgreen.com



6. Cost Proposal

HR GREEN - FEE PROPOSAL

PROJECT NAME: OLD TOWN PLACENTIA STREETSCAPE IMPROVEMENT PROJECT
 PROJECT NUMBER: 2202312
 CLIENT: CITY OF PLACENTIA
 CLIENT CONTACT: LUIS ESTEVEZ
 PROJECT MANAGER: CHASE KEYS



		TOTAL HOURS															1952								
		COST PER HOUR/UNIT (CHARGE-OUT RATE)																							
		TOTAL LABOR COST																							
TOTAL PROJECT COSTS		\$ 326,810.00	\$ 1,493.00	\$ 280,291.00	\$ 608,594.00	% OF TOTAL LABOR COST																			
TASK	DESCRIPTION OF TASK	Labor Task Total	ODC Task Total	Subs Task Total	Task Total	Hartnett, Timothy	Wieske, Derek	Keys, Chase	Jahn, Brian	Blonn, Phil	Flores, Desiree	Casillas, Art	Keevan, Sam	Deming, Cole	Pango, Monica Ann	MacDonald, Trent	MacDonald, Jeanne	EXPENSES			Subcontractors				
						PIC	QA/QC	SR PROJ MGR	SR ENGR	SR ENGR	PROJ ENGR	PROJ ENGR	PROJ ENG	STAFF ENGR	STAFF ENGR	SR. DESIGN TECH	DESIGN TECH	Mileage Auto	Reimbursables	Sub Contractor					
																					Unit	Total	Total	Total	
PHASE 1	PROJECT MANAGEMENT AND COORDINATION	\$ 56,290.00	\$ 294.75	\$ -	\$ 56,584.75	12	28	122	2	2	4	90	2	2	16	2	2	450.00	294.75	-	-				
PHASE 2	UTILITY COORDINATION	\$ 7,550.00	\$ -	\$ 16,500.00	\$ 24,050.00	0	0	2	0	0	0	8	0	0	0	0	52	-	-	15,000.00					
-	Utility Notification Letters (3)	\$ 3,150.00	\$ -	\$ -	\$ 3,150.00			2				8					12	\$ -							
-	Plot Existing Utilities	\$ 4,400.00	\$ -	\$ -	\$ 4,400.00												40	\$ -							
-	Utility Potholes (Up to 10)	\$ -	\$ -	\$ 16,500.00	\$ 16,500.00													\$ -		15,000.00	TBD				
PHASE 3	DATA COLLECTION	\$ 46,790.00	\$ 65.50	\$ 90,662.00	\$ 137,517.50	0	16	18	80	8	0	28	40	40	16	0	6	100.00	65.50	82,420.00					
3.1	Existing Documentation Research	\$ 1,360.00	\$ -	\$ -	\$ 1,360.00							4					6	\$ -							
3.2	Topographic Survey	\$ 1,130.00	\$ -	\$ 37,400.00	\$ 38,530.00			2				4						\$ -		34,000.00	Kelsoe				
3.3	Field Reconnaissance	\$ 8,160.00	\$ 65.50	\$ 2,750.00	\$ 10,975.50		16					16			16			100	\$ 65.50	2,500.00	BJ				
3.4	Geotechnical Investigation	\$ 1,130.00	\$ -	\$ 36,520.00	\$ 37,650.00			2				4							\$ -	33,200.00	Terracon				
3.5	Traffic Study / Capacity Analysis	\$ 19,720.00	\$ -	\$ 9,240.00	\$ 28,960.00			8	80										\$ -	8,400.00	Counts Unlimited				
3.6	Local Hydrology & Hydraulics Analysis	\$ 14,860.00	\$ -	\$ -	\$ 14,860.00			4		8				40	40				\$ -						
3.7	Photometric Study	\$ 430.00	\$ -	\$ 4,752.00	\$ 5,182.00			2											\$ -	4,320.00	STC				
PHASE 4	PRELIMINARY DESIGN (35%)	\$ 42,230.00	\$ -	\$ -	\$ 42,230.00	0	20	22	16	0	0	48	0	0	28	84	40	-	-	-					
4.1	Preliminary Improvement Plans	\$ 39,760.00	\$ -	\$ -	\$ 39,760.00			20	20	16		40			28	80	40	\$ -							
-	Title Sheet	\$ -	\$ -	\$ -	\$ -													\$ -							
-	Index Sheet	\$ -	\$ -	\$ -	\$ -													\$ -							
-	Typical Sections	\$ -	\$ -	\$ -	\$ -													\$ -							
-	Demolition Sheets	\$ -	\$ -	\$ -	\$ -													\$ -							
-	Street Improvement Sheets (Play View Layout Only)	\$ -	\$ -	\$ -	\$ -													\$ -							
-	Signing and Striping Sheets	\$ -	\$ -	\$ -	\$ -													\$ -							
4.2	Preliminary EOPC	\$ 2,470.00	\$ -	\$ -	\$ 2,470.00			2			8					4		\$ -							
PHASE 5	RIGHT-OF-WAY	\$ 5,350.00	\$ -	\$ 11,000.00	\$ 16,350.00	0	0	10	0	0	0	0	0	0	0	20	0	-	-	10,000.00					
5.1	Right-of-way Requirements Map	\$ 3,200.00	\$ -	\$ -	\$ 3,200.00											20		\$ -							
5.2	Legals and Plats (Assumes 10 TCEs)	\$ 2,150.00	\$ -	\$ 11,000.00	\$ 13,150.00			10										\$ -		10,000.00	Kelsoe				
PHASE 6	PLANS, SPECIFICATIONS, AND ESTIMATES (65%, 100%, AND FINAL)	\$ 152,670.00	\$ 1,132.75	\$ 144,727.00	\$ 298,529.75	0	32	54	100	0	40	136	0	0	166	244	192	50.00	32.75	131,570.00					
6.1	Improvement Plans	\$ 140,830.00	\$ 1,100.00	\$ -	\$ 141,930.00			32	38	100	40	104			148	240	192	\$ -	-	1,000.00					
-	Title Sheet	\$ -	\$ -	\$ -	\$ -													\$ -							
-	Index Sheet	\$ -	\$ -	\$ -	\$ -													\$ -							
-	Typical Sections	\$ -	\$ -	\$ -	\$ -													\$ -							
-	Details (Including Structural as-needed)	\$ -	\$ -	\$ -	\$ -													\$ -							
-	Demolition Sheets	\$ -	\$ -	\$ -	\$ -													\$ -							
-	Street and Alley Improvement Sheets	\$ -	\$ -	\$ 2,750.00	\$ 2,750.00													\$ -		2,500.00	BJ				
-	Parking Lot 'A' Improvements	\$ -	\$ -	\$ -	\$ -													\$ -							
-	Lighting and Electrical Sheets	\$ -	\$ -	\$ 59,169.00	\$ 59,169.00													\$ -		53,790.00	STC				
-	Traffic Signal Sheets	\$ -	\$ -	\$ -	\$ -													\$ -							
-	Signing and Striping Sheets	\$ -	\$ -	\$ -	\$ -													\$ -							
-	Landscape, Irrigation, and Site Amenity Sheets	\$ -	\$ -	\$ 74,558.00	\$ 74,558.00													\$ -		67,780.00	VDLA				
6.2	Contract Documents	\$ 7,030.00	\$ -	\$ -	\$ 7,030.00			8				18			18			\$ -							
6.3	EOPC	\$ 2,470.00	\$ -	\$ -	\$ 2,470.00			2				8				4		\$ -							
-	Field check with client	\$ 2,340.00	\$ 32.75	\$ -	\$ 2,372.75			6				6						50	\$ 32.75						
7	BIDDING AND CONSTRUCTION SUPPORT	\$ 15,930.00	\$ -	\$ 17,402.00	\$ 33,332.00	0	0	2	0	0	0	20	0	0	20	60	0	-	-	15,820.00	VDLA, STC				

- Exclusions**
- Storm Drain Plans
 - Railroad Coordination and Permitting
 - Smart Parking Systems
 - Gateway Arch Designs
 - Plaza Design
 - Plaza Entry Arch Design
 - EV Charging Stations
 - Traffic Control Plans
 - Erosions Control Plans, WQMP, SWPPP
 - Design for Alley between Main and Bradford S/o Santa Fe
 - Permit or Other Agency Fees
 - Future Year Traffic Projections

This cost proposal has been approved by HR Green's Vice President and Principal-in-Charge, Timothy Hartnett.

Timothy J. Hartnett





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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/28/2023

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

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

PRODUCER Holmes Murphy & Associates - CR 201 First Street SE, Suite 700 Cedar Rapids, IA 52401	1-800-300-0325	CONTACT NAME: Ashley Hampsher PHONE (A/C. No. Ext): 319-896-7664 E-MAIL ADDRESS: ahampsher@holmesmurphy.com	FAX (A/C. No.):
INSURED HR Green Pacific, Inc. 1260 Corona Point Court Suite 305 Corona, CA 92879-5013		INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Company INSURER B: Travelers Property Casualty Company of INSURER C: XL SPECIALTY INS CO INSURER D: INSURER E: INSURER F:	NAIC # 16535 25674 37885

COVERAGES

CERTIFICATE NUMBER: 68204858

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GLO373096713	01/01/23	01/01/24	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP373096813	01/01/23	01/01/24	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP8S97473323NF	01/01/23	01/01/24	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC373096613	01/01/23	01/01/24	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<input checked="" type="checkbox"/> Professional Liability (Claims Made Coverage)			DPR5006485	01/01/23	01/01/24	Per Claim 5,000,000 Aggregate 10,000,000

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

HR Green Pacific, Inc. Project Number: 180054 and City of Placentia, CA Project Number: 9202
The City of Placentia and its elected and appointed boards, officers, officials, agents, employees and volunteers are included as Additional Insureds on the General Liability and Auto Liability on a primary and non-contributory basis as required by written contract with the insured, per policy terms and conditions. The Workers Compensation includes a Waiver of Subrogation in favor of the additional insureds as required by written contract with the insured, per policy terms and conditions.

CERTIFICATE HOLDER**CANCELLATION**

City of Placentia 401 E. Chapman Placentia, CA 92870 USA	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 <i>M. A. Hampsher</i>
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ACORD 25 (2016/03)

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ahampsher-cr
68204858

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

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

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

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

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

Named Insured: HR GREEN PACIFIC, INC.

Endorsement Effective Date:

SCHEDULE

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

ANY PERSON OR ORGANIZATION TO WHOM OR TO WHICH YOU ARE REQUIRED TO PROVIDE ADDITIONAL INSURED STATUS OR **ADDITIONAL INSURED STATUS ON A PRIMARY, NON-CONTRIBUTORY BASIS**, IN A WRITTEN CONTRACT OR WRITTEN AGREEMENT EXECUTED PRIOR TO LOSS, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.

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

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

Additional Insured – Automatic – Owners, Lessees Or Contractors



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer No.	Add'l. Prem	Return Prem.
GLO373096713	01/01/2023	01/01/2024		37-179-000		

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: HR GREEN PACIFIC, INC.

Address (including ZIP Code):

1260 Corona Point Court
Corona, CA 92879

This endorsement modifies insurance provided under the:

Commercial General Liability Coverage Part

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

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

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

However, the insurance afforded to such additional insured:

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

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

This insurance does not apply to:

"Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services including:

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

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

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

The additional insured must see to it that:

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

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

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

Primary and Noncontributory insurance

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

- a. The additional insured is a Named Insured under such other insurance; and
- b. You are required by written contract or written agreement that this insurance be primary and not seek contribution from any other insurance available to the additional insured.

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

This insurance is excess over:

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

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

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

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

1. Required by the written contract or written agreement referenced in Paragraph A. of this endorsement; or
2. Available under the applicable Limits of Insurance shown in the Declarations, whichever is less.

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

All other terms and conditions of this policy remain unchanged.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT— CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

The additional premium for this endorsement shall be **0** % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

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



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF DEVELOPMENT SERVICES

DATE: APRIL 4, 2023

SUBJECT: **ACQUISITION OF REAL PROPERTY CONSISTING OF A SINGLE PARCEL LOCATED AT 207 WEST CHAPMAN AVENUE (APN 339-033-21) OWNED BY NEDRA M. CROCKER**

FISCAL
IMPACT: EXPENSES: \$916,500 PURCHASE OF 207 W. CHAPMAN AVENUE
FUNDING: \$916,500 HOUSING SUCCESSOR AGENCY (530000-6720)

SUMMARY:

The property located at 207 West Chapman Avenue (APN: 339-033-21) (the "Property") is a privately-owned property located on the northerly side of Chapman Avenue, beginning 50 feet westerly of Main Street in the City of Placentia. The Property backs to a public alley and is located immediately south of Kraemer Memorial Park. The subject property contains 11,000 gross square feet of land area. The Property is within the C1 (Neighborhood Commercial) zone district of the City and served as a 1,698 square foot commercial building.

The Property suffered extensive fire damage on November 16, 2022. While the property owner indicated that portions of the building may be salvageable, such as the concrete foundation and various wood beams (rafters, studs, flooring, etc.), buyers/developers in the subject market would likely consider the building a total loss, and would choose to demolish the existing building and redevelop the site with a new "ground-up" development. As such, the Property was appraised on January 30, 2023 as an effectively vacant land parcel, and the existing building represents a detriment to the underlying land value, due to costs associated with clearing the site (demolition, hauling, dump fees, etc.). After considering the various factors which influence value, the fair market value of the fee simple interest of the Property is \$900,000. The Property Owner, Nedra M. Croker, has agreed to sell the property to the City for this amount. On March 21, 2023, the City Council met in closed session to discuss the terms of this purchase and authorized Staff to proceed with the purchase of this property and present the required resolutions and purchase and sale agreement for its consideration at a regularly scheduled meeting of the City Council.

The Chapman Corridor Specific Plan, which is currently underway, would encompass this Property. While the Chapman Corridor Specific Plan has not been finalized by the City Council, preliminary zoning criteria would likely permit mixed use commercial/residential development, at a density of up to 65 dwelling units per acre, for the area including the Property. As a result, a high-density affordable housing development would be considered for this Property.

1.g.
April 4, 2023

This action approves a Purchase and Sale Agreement between the City and Nedra M. Crocker for the purchase amount and half of the subsequent Broker, Escrow and Title fees associated with the land transaction for a total amount of \$916,500.

STRATEGIC PLAN STATEMENT:

This item is consistent with the City Council approved 5-Year Strategic Goal to Promote Community and Economic Development, under Objective #3.10, which is the Implementation of Housing Element Strategies.

RECOMMENDATION:

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

1. Adopt Resolution No. R-2023-17, 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
2. Adopt Resolution No. R-2023-18, A resolution of the City Council of the City of Placentia, California, approving a Purchase and Sale Agreement with Nedra M. Crocker for real property located at 207 West Chapman Avenue and authorizing the sale of property in connection therein and, finding that the acquisition of said property is not a project for the purposes of CEQA as defined by the California Public Resources Code Sections 21065 and 21080 and 14 CCR Sections 15378(a) and 15004(b)(2)(A); and
3. Authorize the City Administrator to execute the necessary documents, including a certificate of acceptance as required by Government Code Section 27281 in a form approved by the City Attorney.

DISCUSSION:

On March 21, 2023, the City Council met in closed session to discuss the terms of this purchase and authorized Staff to proceed with the purchase of this property and present the required resolutions and purchase and sale agreement for its consideration at a regularly scheduled meeting of the City Council. This proposed action approves a Purchase and Sale Agreement between the City and Nedra M. Crocker for the purchase amount and half of the subsequent Broker, Escrow and Title fees associated with the land transaction for a total amount of \$916,500 and authorizes the City Administrator to execute the necessary documents including a certificate of acceptance.

Staff recommends that the City Council find that the acquisition of the subject property is exempt from further CEQA review in that this action does not constitute a project for the purposes of CEQA as defined by the California Public Resources Code Sections 21065 and 21080. Additionally, the item before the Council tonight is not a "project" subject to CEQA under 14 CCR 15378(a) because approval of the Agreement has no potential to result in a direct or reasonably foreseeable indirect physical change in the environment because the purchase will result only in

a change of property ownership, with no reasonably foreseeable changes to the Property or the environment in the foreseeable future for the following reasons:

- (1) All potential uses of the Property are preliminary and not binding commitments; and
- (2) The City Council has not adopted a resolution or otherwise formally selected the site for any specific use; and
- (3) The City Council has not appropriated or otherwise authorized any expenditures toward developing or using the property for any purpose; and
- (4) Even though it may be reasonably foreseeable that the city may someday approve plans to use the property for affordable housing, nothing in the Agreement commits the City to a definite course of action since there are no development plans in existence.
- (5) Any proposed future development of the Property would be subject to legally required CEQA review by the lead agency.

Additionally, 14 CCR 15004(b)(2)(A) provides that the City may “designate a preferred site for CEQA review and may enter into land acquisition agreements when the agency has conditioned the agency’s future use of the site on CEQA compliance.”

This finding will also be considered by the Planning Commission on April 11, 2023. The proposed acquisition does not result in a direct or indirect change in the environment because the ultimate use and/or development of the Property has not been identified. The development of the site, if any, remains unspecified, uncertain, and undefined at this time. If and when future development is proposed for the site, by either the City or another entity, the City would review such development consistent with CEQA.

FISCAL IMPACT:

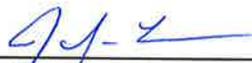
The total purchase price for the property is \$900,000. The Purchase and Sale Agreement specifies that the buyer and seller would split the costs associated with the Broker, Escrow and Title fees in half. As a result, the associated land transaction for this Property for the City is a total amount of \$916,500. Funding for this transaction would be paid out the Affordable Housing Fund.

Submitted by:

Reviewed and approved:

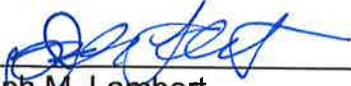


Jeannette Ortega
Assistant to the City Administrator/
Economic Development Manager



Jennifer Lampman
Director of Finance

Reviewed and approved:



Joseph M. Lambert
Director of Development Services

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Resolution No. 2023-17 - Budget Resolution
2. Resolution No. 2023-18 - Authorize the Sale
3. Purchase and Sale Agreement
4. Certificate of Acceptance

RESOLUTION NO. R-2023-17

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-2022-43, is hereby amended to adjust the following accounts as specified below:

Fund	Description	Department	GL Account	Amount	Type
Housing Successor Agency	Development Impact Fees	Development Services	530000-6720	\$916,500	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 4th DAY OF APRIL 2023.

Ward L. 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 4th day of April 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

RESOLUTION NO. R-2023-18

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, APPROVING A PURCHASE AND SALE AGREEMENT WITH NEDRA CROCKER FOR REAL PROPERTY LOCATED AT 207 WEST CHAPMAN AVENUE AND APPROVING A CERTIFICATE OF ACCEPTANCE AND FINDING THAT THE ACQUISITION OF SAID PROPERTY IS NOT A PROJECT FOR THE PURPOSES OF CEQA AS DEFINED BY THE CALIFORNIA PUBLIC RESOURCES CODE SECTIONS 21065 AND 21080 AND 14 CCR 15378(a) AND 14 CCR 15004(b)(2)(A)

A. Recitals.

(i) The property located at 207 West Chapman Avenue (APN: 339-033-21) (the "Property") is a privately-owned property located on the northerly side of Chapman Avenue, beginning 50 feet westerly of Main Street in the City of Placentia.

(ii) The Property suffered extensive fire damage on November 16, 2022.

(iii) The Property was appraised on January 30, 2023 as an effectively vacant land parcel, and the existing building represents a detriment to the underlying land value, due to costs associated with clearing the site (demolition, hauling, dump fees, etc.) and after considering the various factors which influence value, the fair market value of the fee simple interest of the Property is \$900,000.

(iv) The Property Owner, Nedra M. Croker, has agreed to sell the property to the City for \$900,000.

(v) The City and Property Owner have negotiated and prepared a Purchase and Sale Agreement for the City's purchase of the property in the amount of \$916,500 which includes the purchase price and half of the cost for the broker escrow and title fees associated with the land transaction.

(vi) All other legal prerequisites to the adoption of this resolution have occurred.

B. Resolution.

NOW, THEREFORE, the City Council of the City of Placentia hereby finds, determines and resolves as follows:

Section 1. The City Council finds that the acquisition of this property is not a "project" subject to CEQA under 14 CCR 15378(a) because approval of the Agreement has no potential to result in a direct or reasonably foreseeable indirect physical change in the environment because the purchase will result only in a change of property ownership, with no reasonably foreseeable changes to the Property. Additionally, 14 CCR 15004(b)(2)(A) provides that the City may designate a preferred site for CEQA review

and may enter into land acquisition agreements when the agency has conditioned the agency's future use of the site on CEQA compliance. The City's purchase of this property is hereby conditioned upon compliance with CEQA prior to development of the property as authorized by 14 CCR 15004(b)(2)(A).

Section 2. The City Council approves the Purchase and Sale Agreement for the City's acquisition of the property at 207 W. Chapman Avenue, Placentia substantially in the form presented to the City Council and a Certificate of Acceptance as required by Government Code Section 27281.

Section 3. Pursuant to the Purchase and Sale Agreement, the City shall pay to the owner of the property at 207 W. Chapman Avenue, Placentia the purchase price of \$900,000.

Section 4. The City Administrator is authorized and directed both to execute and deliver the Purchase and Sale Agreement, the Certificate of Acceptance, any standard form escrow instructions, and such other documents, and to take all other actions, as are necessary to perform the Purchase and Sale Agreement for the City's purchase of the property.

PASSED, APPROVED AND ADOPTED this 4th day of April 2023.

Ward L. Smith, Mayor

ATTEST:

Robert S. McKinnell, City Clerk

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 4th day of April 2023 by the following vote:

AYES:	Councilmembers:
NOES:	Councilmembers:
ABSENT:	Councilmembers:
ABSTAINED:	Councilmembers:

ATTEST:

Robert McKinnell, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

**PURCHASE AND SALE AGREEMENT
AND ESCROW INSTRUCTIONS**

THIS PURCHASE AND SALE AGREEMENT AND ESCROW INSTRUCTIONS (the “Agreement”), dated this 4th day of April 2023, is entered into by and between City of Placentia, a California Charter City (“Buyer”) and Estate of James E. Crocker (“Seller”), together the “Parties.” For and in consideration of the mutual covenants and promises set forth herein, the Parties agree as set forth below, with reference to the following facts:

RECITALS

- A. Seller is the owner of that certain parcel(s) of real property and associated improvements located at 207 W. Chapman Avenue, City of Placentia, California, 92870, and particularly identified in the Official Records of the County of Orange as Assessor’s Parcel Number(s) 339-033-21 and as more particularly described in Exhibit A hereto, together with all rights, title and interest in and to all appurtenances and improvements located therein (collectively, the “Property”).
- B. Buyer desires to purchase the Property from Seller and Seller desires to sell the Property to Buyer, on the terms and subject to the conditions contained in this Agreement.
- C. The Governing Board of the City of Placentia has approved and authorized the transaction contemplated in this Agreement by way of City Council Resolution No. 2023-____.
- D. All other legal prerequisites to this Agreement have been satisfied, and this Agreement furthers the common benefit of the citizens of the City of Placentia.

NOW THEREFORE, in consideration of the mutual covenants, agreements, and representations contained in this Agreement, Seller and Buyer (sometimes herein referred to individually as a “Party,” and jointly as the “Parties”) agree as follows:

ARTICLE I

INCORPORATION OF RECITALS

The foregoing recitals are true and correct, and incorporated as herein by the Parties as a material aspect of this Agreement.

ARTICLE II

PURCHASE AND SALE

2.1 Purchase and Sale. Pursuant to the terms and conditions contained in this Agreement, Seller hereby agrees to sell the Property to Buyer, and Buyer hereby agrees to purchase the Property from Seller.

2.2 Purchase Price. The purchase price (“Purchase Price”) for the Property shall be NINE HUNDRED THOUSAND DOLLARS (\$900,000) payable by Buyer to Seller in cash at the Closing.

ARTICLE III
PURCHASE PRICE AND DEPOSITS

3.1 Opening of Escrow. Within three (3) days after this Agreement is executed by both Parties, Seller and Buyer shall open an escrow (“Escrow”) through Escrow321 (“Escrow Holder”), Attention: Janet Tilbury, Escrow Officer, Address: 4000 Barranca Pkwy, Suite 155, Irvine, CA 90604 (“Escrow Agent”), by delivering an executed copy of this Agreement to Escrow Agent (“Opening of Escrow”). The opening date of Escrow (“Opening Date”) shall be the date on which Escrow Holder receives a fully executed copy of this Agreement. Escrow Holder shall notify the Parties in writing of the Opening Date when established.

3.2 Deposit. Within five (5) business days after the Opening of Escrow, Buyer shall deliver a deposit (the “Deposit”) in the amount of TWENTY-SIX THOUSAND DOLLARS and No/Cents (\$26,000.00). The Escrow Agent shall deposit the Deposit into a federally insured interest bearing account as designated by Buyer. The closing of the Escrow (“Close of Escrow”) shall be in accordance with Article IV of this Agreement.

3.3 Purchase Price. The total Purchase Price for the Property shall be as set forth in Section 2.2 of this Agreement, which shall be payable by Buyer to Seller in cash (“Purchase Funds”) at Closing. Notwithstanding the foregoing, Buyer may elect to pay the Purchase Price in cash at any time prior to the Closing.

3.4 Balance of Purchase Price. Upon the Close of Escrow, the amount of the Deposit shall be credited toward the Purchase Price. Buyer shall deposit with the Escrow Agent the Purchase Funds in accordance with Section 3.6, in sufficient time such that the Escrow Agent will be able to disburse the cash proceeds accruing to Seller on the Close of Escrow.

3.5 Escrow Instructions. This Agreement shall constitute joint primary escrow instructions to the Escrow Agent; provided, however, that the Parties shall execute such additional instructions as requested by the Escrow Holder not inconsistent with the provisions hereof. This Agreement and any such escrow instructions executed by the Parties shall constitute the “Escrow Instructions” for the transaction described in this Agreement. In the event of any inconsistency between the Escrow Instructions and this Agreement, this Agreement shall control the rights and obligations of the parties.

Liquidated Damages. IF THE TRANSACTION CONTEMPLATED UNDER THIS AGREEMENT IS NOT CONSUMMATED DUE TO A BREACH OR DEFAULT OF BUYER THAT IS NOT CURED IN ACCORDANCE WITH THIS AGREEMENT, THEN SELLER SHALL HAVE THE RIGHT TO RECEIVE AND RETAIN THE DEPOSIT AS LIQUIDATED DAMAGES AS SELLER’S SOLE AND EXCLUSIVE REMEDY, EXCEPT THIS SECTION SHALL NOT LIMIT SELLER’S CLAIMS FOR ATTORNEYS’ FEES UNDER THIS AGREEMENT. THE RETENTION OF THE DEPOSIT AS LIQUIDATED DAMAGES IS NOT INTENDED AS A FORFEITURE OR PENALTY WITHIN THE

MEANING OF THE CALIFORNIA CIVIL CODE, BUT IS INTENDED TO CONSTITUTE LIQUIDATED DAMAGES TO SELLER PURSUANT TO THE CALIFORNIA CIVIL CODE. BUYER AND SELLER AGREE THAT (I) THE AMOUNT OF LIQUIDATED DAMAGES IS REASONABLE CONSIDERING ALL OF THE CIRCUMSTANCES EXISTING AS OF THE DATE OF THIS AGREEMENT, INCLUDING THAT ASCERTAINING THE AMOUNT OF SELLER'S ACTUAL DAMAGES WOULD BE COSTLY AND INCONVENIENT; AND (II) THE AMOUNT OF THE LIQUIDATED DAMAGES CONSTITUTE A REASONABLE ESTIMATE OF THE DAMAGES TO SELLER, INCLUDING THE COST OF NEGOTIATING AND DRAFTING THIS AGREEMENT, COSTS OF COOPERATING IN SATISFYING CONDITIONS TO CLOSING, COSTS OF SEEKING ANOTHER BUYER, OPPORTUNITY COSTS IN KEEPING THE PROPERTY OUT OF THE MARKETPLACE AND OTHER COSTS INCURRED IN CONNECTION WITH THIS AGREEMENT. BUYER HAS REVIEWED THE EFFECT OF THIS PROVISION WITH LEGAL COUNSEL AND HAS AGREED THAT SUCH DAMAGES ARE A REASONABLE AND FAIR ESTIMATE OF THE DAMAGES SELLER WILL SUSTAIN IF AN EVENT OF DEFAULT BY BUYER OCCURS. UPON ANY BREACH OR DEFAULT BY BUYER UNDER THIS AGREEMENT THAT HAS NOT BEEN CURED IN ACCORDANCE WITH THE TERMS HEREOF, THIS AGREEMENT SHALL BE TERMINATED AND NEITHER PARTY SHALL HAVE ANY FURTHER RIGHTS OR OBLIGATIONS HEREUNDER, EXCEPT FOR THE RIGHT OF SELLER TO RECEIVE AND RETAIN THE DEPOSIT AS LIQUIDATED DAMAGES IN ACCORDANCE WITH THIS SECTION. BY INITIALING THIS SECTION IMMEDIATELY BELOW, SELLER AND BUYER ACKNOWLEDGE THEIR APPROVAL OF THIS LIQUIDATED DAMAGES PROVISION AND AFFIRM THEIR RESPECTIVE AGREEMENTS CONTAINED IN THIS SECTION.

Buyer's Initials

MC

Seller's Initials

3.6 Form of Payment. All money payable under this Agreement, for the Deposit, the Purchase Funds or otherwise, shall be paid in cash, by wire transfer, or by a cashier's check or certified check of immediately available Federal funds of the United States.

ARTICLE IV
CONDITIONS PRECEDENT

The purchase and sale under this Agreement shall be subject to the satisfaction of the conditions precedent set forth in this Article IV (unless waived in writing by the party to whom the benefit of such condition runs) on or before the Closing Date, or such earlier date as is specified in this Agreement, each of which conditions shall be a covenant of the Party required to perform such condition.

4.1 Conditions to Buyer's Obligations and Due Diligence Period.

A. Delivery of Title Report; Seller's Cure. Seller shall cause First American Title ("Title Insurer") to deliver to Buyer a standard CLTA preliminary title report for the Property ("Title Report") within two (2) business days following the Opening of Escrow, together with copies of any exceptions referred to in Schedule B of the Title Report. **THE PROPERTY IS SOLD "AS-IS," WITH NO CONDITIONS AND THE BUYER SHALL ACQUIRE THE PROPERTY SUBJECT TO ALL OTHER EXCEPTIONS DESCRIBED IN THE TITLE REPORT** (collectively, "Approved Exceptions"). At the Closing, Seller shall deliver title to the Property to Buyer subject only to the Approved Exceptions.

(i) Buyer's Notice of Objection. If the Title Report contains exceptions which are not acceptable to Buyer ("Unpermitted Exceptions"), Buyer shall, within five (5) business days after receipt of the Title Report, deliver to Seller written notice of Buyer's objections (a "Notice of Objection"), if any, to such exceptions. If Buyer fails to deliver a Notice of Objection in accordance with the foregoing sentence, Buyer shall be deemed to have waived its right to object to any exceptions which would otherwise be Unpermitted Exceptions, and such exceptions shall thereafter be deemed Permitted Exceptions (as defined below).

(ii) Seller's Response Notice. Within five (5) days following the date of receipt of a Notice of Objection (the "Seller Notice Period") from Buyer, Seller shall give notice (a "Response Notice") advising Buyer whether Seller will cause any of the Unpermitted Exceptions to be removed from the Title Report at or prior to expiration of the Due Diligence Period. Buyer shall have the right, but not the obligation, to remove any Unpermitted Exceptions. If Seller fails to give the Response Notice during the Seller Notice Period, Seller shall be deemed to have elected not to remove any Unpermitted Exceptions.

(iii) Title Termination Notice. Unless Seller agrees to cause all of the Unpermitted Exceptions to be removed from the Title Report or otherwise addressed to the satisfaction of Buyer, Buyer may terminate this Agreement by giving notice in writing to Seller (the "Title Termination Notice") within five (5) business days following Buyer's receipt of the Response Notice or the date the Response Notice was due but not received. If Buyer gives a Title Termination Notice: (a) the Deposit shall be returned to Buyer, and; (b) this Agreement shall become null and void and of no further force or effect, except for those provisions that survive the early termination of this Agreement.

(iv) Specific Exclusions. Notwithstanding anything to the contrary set forth in this Article IV, any title matter arising after the date of the Title Report and added to the Title Report after its original issuance or any survey matter arising after the Due Diligence Period may be a Permitted Exception but first shall be subject to the same procedures set forth in this Section 4.1.A. (provided, however, that Buyer agrees to deliver a Notice of Objection no later than ten (10) business days following receipt of an update to the Title Report or Survey; and Seller shall have ten (10) business days to deliver a Response Notice). To the extent necessary the Closing shall be extended to accommodate such matters.

B. Delivery of Title and Title Insurance. Seller shall convey title to the Property to Buyer at the Closing (defined in Section 4.1 of this Article), subject only to the Permitted Exceptions. The term "Permitted Exceptions" shall mean: (i) liens for real property taxes shown as exceptions in the Title Report provided that the taxes are not delinquent; (ii) the

standard exclusions to coverage under Title Insurer's Owner's Policy of Title Insurance ("Title Policy"); and (iii) any other lien, encumbrance, title exception or defect that appears in the Title Report, which Buyer has waived or which is caused by Buyer prior to the Closing. Notwithstanding the foregoing, in no event shall the following be considered Permitted Exceptions: deeds of trust or mortgages; lease agreements, judgments; mechanics' and materialmen's liens; tax liens; or liens, encumbrances or other title matters created by Seller after the date of this Agreement, other than those created with the prior written consent of Buyer. Buyer agrees that Seller's obligation to convey title to Buyer shall be deemed satisfied upon Title Insurer's willingness to issue the Title Policy subject only to the Permitted Exceptions.

C. Inspection. Buyer shall conduct or review such surveys, investigations, studies and inspections and make or review such geologic, environmental and soils tests and other studies of the Property as Buyer, in Buyer's discretion, deems necessary to determine the physical and land use characteristics of the Property (including its subsurface) and the Property's suitability for Buyer's anticipated use.

D. Representations and Warranties. Each of the representations and warranties by Seller contained in Section 9.1 was true and correct in all material respects as of the date made and continues to be true and correct in all material respects as of the Closing.

E. Delivery of Closing Documents. Execution, delivery and acknowledgement as appropriate by Seller of the closing documents set forth in Section 5.1B(i) and other necessary closing documents as may be reasonably requested by Buyer or Escrow Agent.

F. Due Diligence Period. Buyer shall have FORTY-FIVE (45) CALENDAR DAYS after the Opening of Escrow (the "Due Diligence Period") to: (i) review the exceptions, legal descriptions and other matters contained in the Title Report; (ii) conduct or review such surveys, investigations, studies and inspections and make or review such geologic, environmental and soils tests and other studies of the Property; (iii) ensure the property is properly secured (iv) review all other applicable due diligence materials respecting the Property (collectively, the "Due Diligence Items"). If Buyer, in its sole and absolute discretion, determines that the results of any information, inspection, test, examination or any investigation provided under this Agreement or performed or obtained during the Due Diligence Period fails to meet Buyer's criteria (established in Buyer's sole and absolute discretion) for the purchase and operation of the Property in the manner contemplated by Buyer, or Buyer deems the Property to be unsuitable for Buyer's purposes for any reason, then Buyer shall have the option to terminate this Agreement and shall so advise Seller by written notice (the "Disapproval Notice"), with a copy to Escrow Agent, given no later than 5:00 p.m. (Pacific Standard Time) on or before the last day of the Due Diligence Period. In the event Buyer provides the Disapproval Notice to Seller on or before the expiration of the Due Diligence Period, then this Agreement shall be deemed terminated, in which event: (i) Seller shall not be entitled to keep the Deposit; (ii) Buyer shall be entitled to receive a refund of any additional funds placed in Escrow (excluding the Deposit); (iii) Buyer shall pay for Escrow expenses incurred to date of termination; and (iv) neither party shall have any right against the other arising out of such termination. If Buyer fails to timely deliver the Disapproval Notice on or before the expiration of the Due Diligence Period, this Agreement shall remain in full force and effect.

G. Access to Property. At reasonable times during the term of the Escrow, and upon reasonable prior notice to Seller, Buyer, its agents, contractors and subcontractors, shall have the right to enter upon the Property thereon to make any and all inspections and tests as Buyer deems desirable in its sole discretion. Upon Seller's written request, Buyer shall provide Seller with a copy of the results, reports or findings ("Results") from such testing within three (3) business days of Buyer's receipt of the same. Buyer further agrees to use the Results solely in connection with its review of the Property, and not to disclose, communicate or publish the nature or content of the Results to any person or entity, except to its personnel, representatives, consultants, directly involved in its review of the Property, or as otherwise required by law, regulation, legal process or regulatory authority.

For any entry to or on the Property by Buyer, Buyer's agents, Buyer's consultants or Buyer's contractors, Buyer shall leave the Property in substantially similar condition after entry as Property or equipment upon Property was found, and Buyer expressly waives, and shall indemnify, defend and hold harmless Seller from and against, any liabilities, claims, damages (including injury or damage to person or property), losses, costs and expenses related to Buyer or Buyer's agents, contractors, or subcontractors entry, inspections and studies conducted by Buyer and/or its agents, consultants and contractors on, under, or about the Property, including equipment on the Property.

H. No Material Change. Seller shall not cause any material change in the status of the use, title, occupancy or physical condition of the Property, unless caused by Buyer or its agents, prior to Close of Escrow that has not been approved in writing by Buyer, which approval can be withheld in Buyer's sole discretion. Additionally, Seller shall: (i) maintain its existing insurance policies in full force and effect (Seller acknowledges that Buyer may be insured through the City of Placentia, a self-insured public agency and may not have specific policies in place applicable to the Property); (ii) provide prompt written notice to Buyer of any casualty or condemnation affecting any portion of the Property after the date of this Agreement, or any matter relating to zoning changes, rent control or increase in tax assessments; (iii) deliver to Buyer, promptly after receipt by Seller, copies of all notices of violation issued by any governmental authority with respect to the Property received by Seller after the date of this Agreement; (iv) advise Buyer promptly of any litigation, arbitration or other judicial or administrative proceeding which concerns or affects the Property; and (v) comply in material respects with the requirements of all contracts, licenses, permits, approvals, guaranties and warranties.

I. Seller Performance. Seller shall have delivered all documents listed on Exhibit B, if any, and duly performed each and every undertaking, covenant and agreement required to be performed by Seller under this Agreement prior to or at the Close of Escrow.

J. Prior to the Closing, Seller shall have obtained any and all authorizations and approvals necessary to sell the Property.

4.2 Conditions to Seller's Obligations.

Close of Escrow and Seller's obligation to sell the Property to Buyer pursuant to this Agreement, are subject to the satisfaction of the following conditions at or prior to Closing.

A. Deposit. Buyer has placed the Deposit into escrow in accordance with Section 3.2, above.

B. No Default. Buyer shall not be in material default of Buyer's obligations under this Agreement, including, but not limited to, Buyer's obligation to deliver the Purchase Price into escrow on or before the Closing Date. If the conditions above have not been satisfied or waived by Seller at or before the Closing Date through no fault of Seller, then Seller may, upon written notice to Buyer, cancel the Escrow, terminate this Agreement, and recover any documents delivered to the Escrow Holder pursuant to this Agreement

C. Delivery of Purchase Price. The Purchase Funds shall be delivered by or on behalf of Buyer to Escrow Agent as described in Section 3.4, in sufficient time such that the Escrow Agent will be able to disburse the cash proceeds accruing to Seller on the Close of Escrow.

D. Representations and Warranties. Each of the representations and warranties by Buyer contained in Section 8.4A and Section 9.2 below shall be determined to have been true and correct in all material respects as of the date made and shall continue to be true and correct in all material respects as of the Closing.

E. Delivery of Closing Documents. Execution, delivery and acknowledgement as appropriate by Buyer of the closing documents set forth in Section 5.1B(ii) and other necessary closing documents as may be reasonably requested by Buyer or Escrow Agent. Seller shall have executed into Escrow, for delivery to Buyer and recordation with the Orange County Recorder's Office, a Grant Deed in the form attached hereto as Exhibit C.

4.3 Failure of Conditions. If any of the conditions precedent contained in this Article IV are not satisfied within the time periods specified in this Agreement (or waived or the time for satisfaction extended by the party to whose benefit the condition runs), the party to whose benefit the condition runs shall have the right to terminate this Agreement by delivering written notice to the other party and Escrow Agent within the time period specified by this Agreement. If Seller terminates this Agreement due to a failure of any condition set forth in Section 4.2, Seller shall have the right to retain the Deposit plus any accrued interest thereon, and exercise its rights under Article VI. If Buyer terminates this Agreement due to a failure of the conditions set forth in Section 4.1.C or G, Seller shall have the right to retain the Deposit plus any accrued interest thereon. If Buyer terminates this Agreement due to a failure of the conditions set forth in Section 4.1.A, B, D, E, F, H, I or J, then Buyer shall have the right to receive a refund of the Deposit of Escrow Agent's and Title Insurer's normal escrow and title insurance cancellation fees and exercise its rights under Article VI. Nothing contained in this Agreement is intended nor shall permit any party in default to terminate this Agreement or the Escrow provided for in this Agreement as a result of such default.

ARTICLE V **CLOSING**

5.1 Closing. The purchase and sale of the Property shall be consummated at a Closing in accordance with the following:

A. Closing Date. The closing date shall occur on or before 11:00 a.m. on the date which is fifteen (15) calendar days after the expiration of the Due Diligence Period (the "Closing Date"), at the office of the Escrow Agent or such other location as is acceptable to the parties to this Agreement. Except as provided otherwise in Article VI, if the Escrow for the Property has not closed on or before the Closing Date, either party shall have the right to terminate this Agreement unless such party is in default of its obligations under this Agreement. Except as otherwise provided in Section 4.3, if this Agreement is terminated as a result of a failure of a condition other than as a result of Buyer's default under this Agreement, the Deposit, less Buyer's cost of the Escrow Agent's and Title Insurer's escrow and title cancellation fees and expenses, will be refunded to Buyer.

B. Closing Documents.

At or prior to Closing, Seller shall deposit into Escrow a Grant Deed in substantially the form attached hereto as Exhibit C, properly executed and acknowledged by Seller, in favor of Buyer, containing the legal description of the Property and subject only to the Approved Exceptions. At or prior to Closing, Buyer shall have deposited into Escrow any supplemental escrow instructions necessary to close this Escrow. Escrow Holder shall deliver to Seller the Purchase Price, when;

(i) Seller. No later than the day prior to the Closing Date, Seller shall duly execute and acknowledge as appropriate and deliver to Escrow Agent the following:

(a) A grant deed ("Deed") conveying the Property to Buyer in substantially the form attached to this Agreement as Exhibit C;

(b) A Non-Foreign Entity Affidavit ("Affidavit"), substantially in the form attached to this Agreement as Exhibit D, pursuant to Section 10.2; and

(c) Such documents and instruments as Escrow Agent or Title Insurer may reasonably require to evidence the due authorization and execution of the documents and instruments to be delivered by Seller under this Agreement and to issue the Title Policy.

The obligations of Seller to deliver documents and instruments into Escrow in accordance with this Section 5.1B(i) are separate, independent covenants of Seller and shall not be conditioned upon Buyer's deliveries in accordance with Section 5.1B(ii).

(ii) Buyer. No later than the day prior to the Closing Date, Buyer shall duly execute and acknowledge as appropriate and deliver to the Escrow Agent the following:

(a) The amount of the Purchase Funds, less the Deposit;

(b) A Change of Ownership Statement, as required by Title Insurer or Escrow Agent; and

(c) Such documents and instruments as Escrow Agent or Title Insurer may reasonably require to evidence the due authorization and execution of the documents and instruments to be delivered by Buyer under this Agreement and to issue the Title Policy.

The obligations of Buyer to deliver funds, documents and instruments into Escrow under this Section 5.1.B(ii) shall be separate, independent covenants of Buyer and shall not be conditioned upon Seller's deliveries in accordance with Section 5.1.B(i).

C. Closing Procedure. At such time as the Escrow Agent has received all of the items specified in Section 5.1.B, and at such time as Title Insurer is prepared to issue the Title Policy in accordance with Section 4.1.B, Buyer and Seller hereby authorize and instruct Escrow Agent to: (i) cause Title Insurer to record the Deed and issue the Title Policy to Buyer; (ii) pay to the authorities lawfully entitled thereto any recordation fees and transfer taxes in connection with this Agreement; (iii) deliver to Buyer and Seller a conformed copy of the Deed showing the recording information; and (iv) deliver to Buyer an executed original of the Affidavit. The Buyer and Seller shall each bear half of the costs associated with the Broker fee and Escrow, including title reports, disclosure reports, and Seller's requirements by law to sell the Property and escrow fees as described in Exhibit E.

5.2 Fees; Expenses; Prorations.

A. Fees, Expenses, Transfer Taxes.

(i) Buyer. As described in Exhibit E, Buyer shall pay: (a) half of all costs of the Escrow fees and Broker fees; (b) half the cost of recording the Deed and all other documents recorded at the Closing; all documentary transfer taxes imposed in connection with the recording of the Deed; (c) half the cost of the CLTA Title Policy for Buyer in the amount of the Purchase Price; and (d) any other customary fees and charges and expenditures authorized by Seller which are agreed upon by the Buyer. The parties agree that the amount of documentary transfer taxes will not be referred to in the Deed. Buyer shall have the right to procure an ALTA Extended Coverage Owner's Policy of Title Insurance ("ALTA Policy") and Buyer shall pay for the increased cost of such ALTA Policy above the cost of the CLTA Title Policy, the cost of any survey that the Title Insurer requires for issuance of an ALTA Policy (other than the cost of the survey of the Property previously obtained by Seller, and a copy of which has been delivered to Buyer) and for the cost of any other increase in the amount or scope of title insurance if Buyer elects to increase the amount or scope of title insurance coverage or to obtain endorsements to the Title Policy or ALTA Policy.

B. Real Property Taxes, Assessments and Rents. All real property taxes and assessments for the fiscal years of the taxing and assessing authorities in which the Closing occurs shall be prorated on the basis of a three hundred sixty-five (365) day year at the Closing with appropriate debits and credits to the accounts of Buyer and Seller so that Seller shall be responsible for paying all of the same, to the extent duly allocable to the period ending on the day immediately prior to the Closing Date and Buyer shall be responsible for paying all of the same (if any shall be due), to the extent duly allocable to the period commencing upon the Closing Date. At the Closing, Buyer shall reimburse Seller for any taxes and assessments which are allocable to the period commencing upon the Closing Date and which Seller has already paid. In addition, all rents, incomes and profits, if any, derived from the Property or attributable to the Property shall be prorated at the Closing with appropriate debits and credits to the accounts of Buyer and Seller so that Seller shall pay and receive, as appropriate, all of the same to the extent duly allocable to the

period ending on the day prior to the Closing Date and Buyer shall pay and receive, as appropriate, all of the same to the extent duly allocable to the period commencing upon the Closing Date.

C. In the event the Department of Industrial Relations determines the sale of the Property is a public project pursuant to California Labor Code section 1720, *et seq.*, which requires the payment of prevailing wage rates and any other requirements, Buyer agrees to assume all risk of liability arising from the Department of Industrial Relations determination and shall bear the obligations to pay prevailing wages.

ARTICLE VI **BREACH**

6.1 General. If either Party breaches its obligations under this Agreement prior to the Closing, then the other party may, without terminating this Agreement, suspend performance by giving written notice to the other party until such breach is cured by the other party. Except for Seller's and Buyer's respective delivery obligations under Article V, including, without limitation, Buyer's delivery to the Escrow Agent of any portion of the Deposit or the Purchase Funds, neither party shall be in default under this Agreement unless it fails to cure a breach of such Party's obligations under this Agreement within twenty-four (24) hours after receipt of written notice of such breach from the non-breaching party. Nothing contained in this Agreement is intended nor shall permit any Party in default to terminate this Agreement or the Escrow provided for in this Agreement as a result of such default.

6.2 Buyer's Breach.

A. Buyer's Pre-Closing Breach. Except as expressly provided otherwise in Section 6.1, if Buyer breaches any of its obligations under this Agreement prior to the Closing and Buyer fails to cure such breach within twenty-four (24) hours after Buyer's receipt of written notice from Seller, then Seller may terminate this Agreement and retain the Deposit as liquidated damages in accordance with Section 3.3 as Seller's sole remedy. Notwithstanding the foregoing, Seller's right to recover attorneys' fees pursuant to Section 11.3 shall survive any termination of this Agreement pursuant to this Section. Buyer hereby acknowledges and agrees that in no event shall the notice and cure rights set forth in Section 6.1 apply to Buyer's failure to deliver any of the items into Escrow in accordance with Section 3.2 and Article V, including, without limitation, any portion of the Deposit or the Purchase Funds.

B. Buyer's Post-Closing Breach. If after the Closing, Buyer breaches any of its post-Closing obligations under this Agreement and Buyer fails to cure such breach within twenty-four (24) hours after Buyer's receipt of written notice from Seller, then Seller shall have the right to pursue any and all remedies available to Seller at law or in equity, including the specific performance of this Agreement. Buyer hereby acknowledges that Seller's right to recover attorneys' fees pursuant to Section 11.3 shall survive the Close of Escrow and the recordation of the Deed.

6.3 Seller's Breach.

A. Seller's Pre-Closing Breach. Except as expressly provided otherwise in Sections 4.3 and 6.1, if Seller breaches its obligations under this Agreement and Seller fails to cure

such breach within twenty-four (24) hours after Seller's receipt of written notice from Buyer or such other time before Closing if the cure cannot reasonably be obtained within such twenty-four-hour period, Buyer shall have the right to elect one, but not both, of the remedies set forth in this Section 6.3.

(i) Termination. Buyer shall have the right to terminate this Agreement and receive a refund of the Deposit.

(ii) Specific Performance. Buyer shall have the right to obtain specific performance by Seller provided Buyer is not in breach of its obligations under this Agreement.

ARTICLE VII

DEMOLITION, REHABILITATION AND SITE CLEARANCE

7.1 Buyer's Obligations. After the Closing Date, Buyer, at Buyer's sole cost and expense, shall be responsible for and Seller shall have no liability for, or obligation related to any of the following: (i) any grading and removal or re-compaction of soil on the Property; (ii) obtaining utilities to serve the Property; (iii) any rehabilitation or reconfiguration of the improvements currently located on the Property; (iv) paying any and all fees with respect to the Property incurred after the Closing Date and the construction of any improvements on the Property; (v) any lot line or boundary adjustment with respect to the Property; (vi) satisfying any and all on-site and off-site (i.e. inside and outside of the perimeter boundary of the Property) conditions of approval, construction and other obligations with respect to Buyer's anticipated use of the Property; and (vii) removal of any and all personal property located on the Property at the Close of Escrow. Seller hereby waives any interest in all such personal property located on the Property and releases Buyer from any liability as a result of Buyer's disposition thereof.

ARTICLE VIII

CONDITION OF PROPERTY

8.1 Condition of Property.

A. General. Buyer, as specified in Section 4.1C, has or shall have inspected and conducted tests, inspections, investigations and studies of the Property as Buyer, in Buyer's discretion, deems necessary. Buyer understands and acknowledges that the Property may be subject to earthquake, fire, floods, erosion, high water table, dangerous underground soil conditions, unavailability or shortages of water and other utilities and similar occurrences that may alter its condition or affect its suitability for any proposed use, including Buyer's anticipated use, if any. Seller shall have no responsibility or liability with respect to any such condition or occurrence. Buyer represents that it is acting and will act only upon information obtained by it from its own inspection and investigation of the Property and upon the express representations of Seller contained in this Agreement. Except as provided otherwise in this Agreement, the suitability or lack of suitability of the Property for any proposed use, or availability or lack of availability of permits or approvals of governmental or regulatory authorities with respect to any proposed or intended use of the Property, shall not affect the rights or obligations of the Seller under this Agreement.

B. Environmental Condition. In connection with or on account of the construction, operation, maintenance and demolition of the buildings, fixtures, machinery and equipment located on the Property, certain substances classified as hazardous (collectively, “Hazardous Substances”) may have been released or may be present on the Property. For these purposes, “Hazardous Substances” includes “hazardous substances” as defined in CERCLA (defined below); “pollutants”, “contaminants” and “Toxic Substances” as defined in the Toxic Substances Control Act; “Hazardous Materials” as defined in the Hazardous Materials Transportation Act; and other substances deemed or determined to be harmful, injurious, noxious, hazardous, nuisance causing or toxic under any Environmental Law (defined below), and including “Petroleum” as defined in RCRA (defined below). The documents listed on Exhibit B, if any, set forth in more detail the environmental condition of the Property. Buyer acknowledges receipt of the documents listed on Exhibit B, if any, relating to the environmental condition of the Property.

For purposes of this Agreement, the term “Hazardous Materials” shall mean any and all (a) substances, products, by-products, waste, or other materials of any nature or kind whatsoever which is or becomes listed, regulated or addressed under any Environmental Laws (defined below), and (b) any materials, substances, products, by-products, waste, or other materials of any nature or kind whatsoever whose presence in and of itself or in combination with other materials, substances, products, by-products, or waste may give rise to liability under any Environmental Laws or any statutory or common law theory based on negligence, trespass, intentional tort, nuisance, strict or absolute liability or under any reported decisions of any state or federal court; and (c) any substance, product, by-product, waste or any other material which may be hazardous or harmful to the air, water, soil, environment or affect industrial hygiene, occupational, health, safety and/or general welfare conditions, including without limitation, petroleum and/or asbestos materials, products, byproducts, or waste. The term “Environmental Laws” shall mean and include all federal, state, and local laws, statutes, ordinances, regulations, resolutions, decrees, and/or rules now or hereinafter in effect, as may be amended from time to time, and all implementing regulations, directives, orders, guidelines, and federal or state court decisions, interpreting, relating to, regulating or imposing liability (including, but not limited to, response, removal, remediation and damage costs) or standards of conduct or performance relating to industrial hygiene, occupational, health, and/or safety conditions, environmental conditions, or exposure to, contamination by, or clean-up of, any and all Hazardous Materials, including without limitation, all federal or state, or environmental clean-up statutes.

C. Seller hereby represents and warrants to Buyer that; there are no leases, options to purchase, rights of first refusal or contracts for lease or sale of the Property; and there are no liens or claims against the Property other than the Approved Exceptions. Seller specifically agrees to indemnify, defend and hold harmless Buyer, its directors, officers, members, agents and employees (collectively “Buyer Indemnitees”) from and against any and all actions, claims, demands, losses, cost and expenses, including reasonable attorneys’ fees and cost, damages and liabilities arising out of or in any way connected with any claim by a third party with regarding any lease, option to purchase, right of first refusal or contracts for lease or sale of the Property.

D. **No Warranties.** EXCEPT AS EXPRESSLY SET FORTH IN SECTION 8.1 (C) OF THIS AGREEMENT, IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH

RESPECT TO THE PROPERTY, INCLUDING BUT NOT LIMITED TO THE SUITABILITY OR DEVELOPABILITY OF THE PROPERTY FOR BUYER'S PARTICULAR PURPOSES. BUYER ACKNOWLEDGES AND AGREES THAT UPON CLOSING SELLER SHALL SELL AND CONVEY TO BUYER AND BUYER SHALL ACCEPT THE PROPERTY "IN ITS THEN EXISTING CONDITION AS IS, WHERE IS, WITH ALL FAULTS," EXCEPT TO THE EXTENT EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT. BUYER HAS NOT RELIED AND WILL NOT RELY ON, AND SELLER IS NOT LIABLE FOR OR BOUND BY, ANY EXPRESS OR IMPLIED WARRANTIES, GUARANTIES, STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY OR RELATING THERETO MADE OR FURNISHED BY SELLER OR ANY AGENT PURPORTING TO REPRESENT SELLER, UNLESS SPECIFICALLY SET FORTH IN THIS AGREEMENT. BUYER REPRESENTS TO SELLER THAT BUYER HAS CONDUCTED, OR WILL CONDUCT PRIOR TO CLOSING, SUCH INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF, AS BUYER DEEMS NECESSARY OR DESIRABLE TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS MATERIALS ON OR DISCHARGED FROM THE PROPERTY, AND WILL RELY SOLELY UPON SAME AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER OR ITS AGENTS, OTHER THAN SUCH REPRESENTATIONS AND WARRANTIES OF SELLER AS ARE EXPRESSLY SET FORTH IN THIS AGREEMENT. UPON CLOSING, SUBJECT TO SUCH REPRESENTATIONS AND WARRANTIES OF SELLER AS ARE EXPRESSLY SET FORTH IN THIS AGREEMENT, BUYER SHALL ASSUME THE RISK THAT ADVERSE MATTERS, INCLUDING BUT NOT LIMITED TO, ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY BUYER'S INVESTIGATIONS.

IN CONNECTION THEREWITH, BUYER ACKNOWLEDGES, UNDERSTANDS, AND HAS READ THE CONTENTS OF CALIFORNIA CIVIL CODE SECTION 1542, AND EXPRESSLY WAIVES ALL RIGHTS BUYER HAS, OR AT SOME TIME IN THE FUTURE MAY HAVE, UNDER CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES THAT:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

THE COVENANTS SET FORTH IN THIS SECTION SHALL SURVIVE CLOSE OF ESCROW AND DELIVERY OF THE GRANT DEED.

BUYER INITIALS _____

8.2 The Purchase Price and the terms and conditions set forth in this Agreement are the result of arm's-length bargaining between entities familiar with transactions of this kind and the price, terms and conditions reflect the fact that Buyer shall not have the benefit of, and, except as

represented and warranted by Seller in this Agreement, is not relying upon, any statements, representations or warranties whatsoever made by or enforceable against Seller relating to the condition, operations, dimensions, descriptions, soil condition, other environmental condition, suitability, availability of utilities, compliance or lack of compliance with any Environmental Law (defined in Section 8.4) or other state, federal, county or local law, ordinance, order, permit or regulation or any other attribute or matter of or relating to the Property. Buyer represents, warrants and covenants to Seller that, except for Seller's express representations and warranties specified in Section 9.1, Buyer is relying solely upon its own inspection and investigation of the Property. If Seller obtains or has obtained in connection with this Agreement the services, opinions or work product of surveyors, architects, engineers, attorneys, Escrow Agent, Title Insurer, governmental authorities or any other person or entity with respect to the Property, Buyer and Seller agree that Seller shall do so only for the convenience of both parties and the reliance by Buyer upon any such services, opinions or work product shall not create or give rise to any liability of or against Seller.

8.3 Governmental Approvals. Buyer agrees not to submit any land use-related applications, reports, studies or other documents, including, without limitation, plans and specifications, impact statements for water, sewage, drainage or traffic, environmental review forms or energy conservation checklists to any governmental agency or any amendment or modification to any such instruments or documents prior to the Close of Escrow unless first approved by Seller.

8.4 Environmental Matters.

A. Buyer's Representations and Release of Seller. Except for the express representations and warranties of Seller set forth in this Agreement, Buyer shall rely solely upon its own inspection of the Property in determining the Property's physical and environmental condition, and the Property's suitability for Buyer's particular purpose(s), and shall have the right to review all reports, documents and studies described in Sections 4.1.C and 4.1.D. Except for damages arising from the express representations and warranties of Seller set forth in this Agreement, Buyer waives its right to recover, and hereby releases, Seller, its officers, affiliated agencies, employees, agents and affiliates of any of them (collectively, "Seller's Related Parties") from any and all damages, losses, liabilities, costs or expenses whatsoever (including reasonable attorneys' fees and costs) and claims therefor, whether direct or indirect, known or unknown or foreseen or unforeseen, which may arise from or be related to: (i) the physical condition of the Property; (ii) the Property's suitability, usability, or developability for Buyer's particular purpose(s); and (iii) the Property's compliance or lack of compliance with and remediation or "clean-up" liabilities arising under any law including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601 et seq.), ("CERCLA") the Resources Conservation and Recovery Act of 1976 (42 U.S.C. Sections 6901 et seq.), ("RCRA") the Clean Water Act (33 U.S.C. Sections 466 et seq.), the Safe Drinking Water Act (14 U.S.C. Sections 1401-1450), the Hazardous Materials Transportation Act (49 U.S.C. Sections 1801 et seq.), the Toxic Substance Control Act (15 U.S.C. Sections 2601-2629), the California Hazardous Substances Act (Health & Safety Code Sections 25100-25600), the California Porter-Cologne Water Quality Control Act (Water Code Sections 13000 et seq.) and all regulations, rulings and orders promulgated or adopted pursuant thereto (collectively, "Environmental Laws"). Buyer acknowledges, understands, and has read the

contents of Section 1542 of the California Civil Code, and expressly waives the benefits of Section 1542 of the California Civil Code, which provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM, MUST HAVE MATERIALLY AFFECTED THIS SETTLEMENT WITH THE DEBTOR.”

BUYER’S INITIALS

B. Drainage, Erosion Control and Storm Water Pollution Prevention Plans. Buyer shall be responsible for compliance with all state, local and federal governmental and regulatory requirements with respect to drainage, erosion control, the National Pollution Discharge Elimination System (“NPDES”) or Storm Water Pollution Prevention Plans (“SWPPP’s”) on or relating to the Property to the extent such compliance requirements arise after the Close of Escrow.

ARTICLE IX
REPRESENTATIONS AND WARRANTIES

9.1 Seller’s Representations and Warranties. In consideration of Buyer’s entering into this Agreement and as an inducement to Buyer to purchase the Property, Seller makes the following covenants, representations and warranties, each of which is material and is being relied upon by Buyer (and the continued truth and accuracy of which shall constitute a condition precedent to Buyer’s obligations hereunder):

A. Authority. Seller has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby; requisite action has been taken by Seller in connection with the entering into of this Agreement and the instruments referenced herein, and the consummation of the transactions contemplated hereby; and no consent of any other party is required.

B. Encumbrances. Seller is the owner of the fee interest in the Property free and clear of all liens, encumbrances and other matters other than those set forth in the Title Policy and the Property is not subject to any outstanding contract of sale, right of first refusal or purchase option, in favor of any person or entity, except Buyer. Seller will not sell, lease, sublease, assign, mortgage or otherwise encumber the Property without Buyer’s prior written approval, which may be withheld in Buyer’s sole discretion.

C. Representations. All representations and warranties of Seller set forth in this Agreement shall be true on and as of the Close of Escrow as if those representations and warranties were made on and as of such time.

D. Legal Power. The individuals executing this Agreement and the instruments referenced herein on behalf of Seller, have the legal power, right and actual authority to bind Seller to the terms and conditions hereof and thereof.

E. No Breach. There are no contracts or agreements relating to the leasing, operation and maintenance of the Property which will be effective as to the Property following the Closing. There are no agreements, rights or agreements under which any third person or party has any right or option to purchase the Property. This Agreement and all documents required hereby to be executed by Seller are and shall be valid, legally binding obligations of and enforceable against Seller in accordance with their terms, subject only to the applicable bankruptcy, insolvency, reorganization, moratorium laws or similar laws or equitable principles effecting or limiting the rights of contracting parties generally. To Seller's knowledge, neither the execution and delivery of this Agreement and the documents referenced herein, nor the incurrence of the obligations set forth herein, nor the consummation of the transactions herein contemplated, nor compliance with the terms of this Agreement and the documents reference herein, result in the breach of any terms, conditions or provisions of, or constitute a default under, any bond, note, or other evidence of indebtedness or any contract, indenture, mortgage, deed of trust, loan, partnership agreement, lease, or other agreements or instruments to which Seller is a party or effecting the Property.

F. Litigation. There are no suits, claims, foreclosure proceedings, property tax protests, zoning or other administrative proceedings that are pending or, to the best of Seller's knowledge, threatened with respect to or in any manner affecting the Property.

G. Condemnation; Eminent Domain. Seller has neither received any written notice from a governmental authority, nor has any knowledge of any action regarding eminent domain proceedings for the condemnation of all or any portion of the Property. To Seller's knowledge, Seller has not received any written notices of violations, including, without limitation, any environmental law violations, that still exist from any municipal or governmental bodies regarding the Property.

H. Due Diligence. Seller has delivered to Buyer complete legible copies of the items listed on Exhibit B, if any, attached hereto. The documents delivered by Seller to Buyer are all the material documents concerning the Property that, to Seller's knowledge, are in Seller's possession or under its control.

I. Environmental Laws. Except as disclosed on Exhibit B, to Seller's knowledge, Seller has not received written notice from any governmental authority that the Property or the use or operation thereof are in violation of any Environmental Laws, and to Seller's knowledge, no such written notice has been issued and, to Seller's knowledge, no violation of any Environmental Laws has occurred. Except as disclosed on Exhibit B, to Seller's knowledge, no part of the Property has ever been used by any person or entity to refine, produce, use, store, handle, transfer, process, transport or dispose of any Hazardous Substances.

9.2 Buyer's Representations, Warranties and Covenants. In consideration of Seller entering into this Agreement, and as an inducement to Seller to sell the Property to Buyer, Buyer makes the following representations, warranties and covenants, each of which is material and is being relied upon by Seller (the continued truth and accuracy of which shall constitute a condition precedent to Seller's obligations hereunder and in the case of C. and D., below, ongoing obligations of Buyer which shall survive the Close of Escrow):

A. Authority. Buyer has the legal power, right and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby; all requisite action (City Council) has been taken by Buyer in connection with the entering into of this Agreement and the instruments referenced herein, and the consummation of the transactions contemplated hereby; and no consent of any other party is required.

B. Representations. All representations and warranties of Buyer set forth in this Agreement shall be true on and as of the Close of Escrow as if those representations and warranties were made on and as of such time.

C. Zoning and Development Standards. The Buyer represents and warrants that its Due Diligence of the Property has included a review and analysis of the zoning, development, and land use regulations currently existing and governing the Property. Buyer represents and warrants that it understands such zoning, development, and land use regulations, and that by purchasing the Property, Buyer is acquiring title thereto "AS IS" and subject to such zoning, development, and land use regulations. Buyer expressly acknowledges and understands that such zoning, development, and land use regulations may limit the suitability, usability, or developability of the Property for Buyer's particular purpose(s), and that any amendment, deviation, variance, or other change or exception to the zoning, development, and land use regulations governing the Property at Closing is subject to the sole and absolute discretion of the City of Placentia, and that Buyer's application for the same may be denied. Buyer expressly acknowledges that Seller has make no representation(s) or warranty(ies) concerning or relating to the likelihood of the City of Placentia's approving Buyer's application for any amendment, deviation, variance, or other change or exception to the zoning, development, and land use regulations governing the Property, and Buyer expressly assumes the risk that such zoning, development, and land use regulations may limit or preclude Buyer's intended use or development of the Property.

D. Buyer's Exemption from Certain Disclosures. Buyer hereby notifies Seller, and Seller hereby acknowledges and accepts, that Buyer, a governmental entity, is exempt from the disclosure requirements generally applicable to transfers of residential property codified in Article 1.5 (commencing with Section 1102) of Chapter 2, of Title 4, of Part 4, of Division 2, of the California Civil Code. Seller hereby expressly assumes all risks associated with or arising from the Buyer's exemption from such disclosure requirements.

ARTICLE X

CONDEMNATION, DAMAGE AND DESTRUCTION

10.1 Condemnation. If, between the date of this Agreement and the Closing Date, condemnation or eminent domain proceedings affecting any portions of the Property are initiated or are threatened to be initiated by any entity other than Buyer to such extent that it would prevent Buyer's anticipated use of the Property, then, Buyer shall have the right to either: (i) affirm this Agreement, which shall remain in full force and effect without any diminution of the Purchase Price and Seller shall assign to Buyer upon the Closing Date all of Seller's rights to any condemnation awards by depositing an assignment of said award with the Escrow Agent; or (ii) subject to and conditioned on Buyer's compliance with the remaining provisions of this Section 10.1, terminate this Agreement and Escrow Agent, as applicable, shall return the Deposit to Buyer,

Escrow Agent's and Title Insurer's normal escrow and title insurance cancellation fees; and neither party shall have any further obligations or liabilities to each other, except that Buyer's indemnity obligations under this Agreement shall survive any such termination. Buyer shall not propose, institute, cooperate with or permit any condemnation of all or any part of the Property prior to the Close of Escrow.

10.2 Damage and Destruction. If, between the date of this Agreement and the Closing Date, any portion of the Property is materially damaged or destroyed to such an extent that it would prevent Buyer's anticipated use of the Property, then Buyer shall have the option by written notice to Seller to: (i) terminate this Agreement and Buyer shall have no obligation to purchase the Property and Seller shall have no obligation to sell the Property to Buyer and Escrow Agent or Seller, as applicable, shall return to Buyer the Deposit and Title Insurer's normal escrow and title insurance cancellation fees; or (ii) affirm this Agreement, which shall remain in full force and effect without delaying the Closing and without diminution of the Purchase Price.

ARTICLE XI **MISCELLANEOUS**

11.1 Assignment. Buyer shall neither assign its rights nor delegate its obligations under this Agreement without obtaining Seller's prior written consent, which consent may be withheld in Seller's sole and absolute discretion. Upon the receipt of Seller's written consent, Buyer, Seller and Buyer's proposed assignee shall execute a written assignment and assumption agreement in a form reasonably acceptable to Seller, in which such assignee assumes all of Buyer's obligations under this Agreement. In no event shall any such assignment release Buyer from any obligations or liability under this Agreement or delay the Close of Escrow. Prior to the delivery of any such assignment executed by Seller, Buyer shall reimburse Seller for Seller's reasonable attorneys' fees and costs incurred by Seller in connection with facilitating any such assignment. Notwithstanding the foregoing, Buyer shall have the right to assign its rights or obligations under this Agreement to any affiliate, parent or subsidiary entity without Seller's prior consent.

11.2 No Foreign Investors. Seller warrants and represents to Buyer that Seller is not a foreign individual, foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations). Seller shall execute and deliver to Buyer at the Closing the Affidavit substantially in the form of Exhibit D, certifying the representations and warranties made pursuant to this Section.

11.3 Attorneys' Fees. If any action, proceeding or arbitration is brought to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to all other damages, all costs and expenses of such action, proceeding or arbitration, including but not limited to actual attorneys' fees (including the allocated costs of in-house counsel), witness fees and court costs. The phrase "prevailing party" as used in this Section shall mean the party who receives substantially the relief desired whether by dismissal, summary judgment or otherwise.

11.4 Notices. All notices and requests under this Agreement shall be in writing and shall be sent by personal delivery, facsimile or e-mail (with hard copy to follow the next business day

by overnight mail), by nationally recognized overnight mail carrier such as FedEx or delivered in person to the following street addresses:

SELLER: Estate of James E. Crocker
3010 Arbor Drive
Fullerton, CA 92835
Attn: Nedra M. Crocker
Owner

BUYER: City of Placentia
401 E. Chapman Avenue
Placentia, CA 92870
Attn: Damien R. Arrula
City Administrator

With a copy to: Jones & Mayer
3777 North Harbor Blvd.
Fullerton CA 92835
Attn: Christian Bettenhausen
City Attorney

Escrow Agent and Title Insurer: Escrow321
4000 Barranca Pkwy. Suite 155
Irvine, CA 92604
Attn: Janet Tilbury
Senior Escrow Officer

All notices shall be effective upon the earlier of personal delivery or receipt of a facsimile confirmation statement, if sent by facsimile, or receipt of confirmation of delivery, if delivered by e-mail or a nationally recognized overnight mail carrier; provided, however, receipt of the Purchase Price shall only be effective upon actual receipt in the form required under Section 3.4. Either Party may change its address or designate a new street address for notices under this Agreement by notice complying with the terms of this Section.

11.5 Cooperation. Buyer and Seller acknowledge that it may be necessary to execute documents other than those specifically referred to in this Agreement to complete the acquisition of the Property. Each party shall reasonably cooperate with the other in connection with the requirements imposed by this Agreement upon the other, to the end that neither party shall act in any manner to impede the other in performing its obligations under this Agreement. Buyer and Seller hereby agree to cooperate with each other by executing such other documents or taking such other action as may be reasonably necessary in accordance with the intent of the parties as evidenced by this Agreement, provided such documents do not create any additional liability or expense for such party not contemplated by this Agreement.

11.6 Survival. Buyer's and Seller's representations, warranties and obligations under this Agreement shall survive the Close of Escrow and shall not be merged into or defeated by the execution, delivery or recordation of the Deed given in connection with this Agreement. By

consummating the transaction contemplated by this Agreement, Buyer waives its rights under any written disclosures made to Buyer by Seller or any other entity prior to the Closing. If prior to the Closing, Buyer receives notice of any information which indicates that any of Seller's representations and warranties are untrue, Buyer shall promptly notify Seller in writing of such information. If Buyer waives any representation or warranty, then Seller shall have no liability under this Agreement for such representation or warranty to the extent waived. If this Agreement is terminated because of a failure of conditions in Article IV or pursuant to Article X, then neither Buyer nor Seller shall have any liability if any of Buyer's or Seller's representations or warranties are inaccurate, except as set forth in Article VI.

11.7 Interpretation. This Agreement shall be construed and enforced in accordance with the laws of the State of California as applicable to contracts entered into in California among parties doing business therein. This Agreement contains the entire agreement between the Parties respecting the purchase and sale of the Property and supersedes all prior negotiations, discussions, understandings and agreements, both oral and written, between the parties with respect to such matters. This Agreement shall not be effective between the parties until the date this Agreement is executed and delivered into Escrow by both Seller and Buyer. This Agreement may not be modified or amended in any way except by a writing executed by both Buyer and Seller. All Exhibits referenced herein are incorporated by this reference in this Agreement. The section headings of this Agreement are for convenience only and are not to be construed as part of this Agreement and do not in any way amplify or define the terms, conditions, and covenants of this Agreement and shall not be used in construction or interpretation of this Agreement. There are no third-party beneficiaries to this Agreement. Unless the context otherwise indicates, whenever used in this Agreement, the word "party" or "parties" means Buyer or Seller or both, as the context may require. Time is of the essence in the performance of each term of this Agreement.

11.8 Successors and Assigns. Subject to the restrictions set forth in Section 10.1, this Agreement shall be binding upon and inure to the benefits of the successors and assigns of the parties to this Agreement. In no event shall Buyer have any right to delay or postpone the Closing to create a partnership, corporation or other form of business association or to obtain financing to acquire title to the Property or to coordinate with any other sale, transfer, exchange or conveyance.

11.9 Severability. If any term or provision of this Agreement is determined to be invalid or unenforceable, the remaining terms and provisions shall not be affected thereby and shall remain in full force and effect to the maximum extent permitted by law.

11.10 Dates. Whenever any determination is to be made or action is to be taken on a date specified in this Agreement, if such date shall fall on Saturday, Sunday or legal holiday under the laws of the State of California, then in such event said date shall be extended to the next day which is not a Saturday, Sunday or legal holiday.

11.11 No Assumption of Seller's Liabilities. Buyer is acquiring only the Property from Seller and is not the successor of Seller. Except only for the obligations accruing after the Closing Date or assumed in writing by Buyer, Buyer does not assume or agree to pay, or indemnify Seller or any person or entity against any liability, obligation or expense of Seller or relating to the Property.

11.12 Limitation of Liability. No advisor, trustee, director, officer, partner, member, employee, beneficiary, shareholder, participant or agent of or in Seller or Buyer shall have any personal liability, directly or indirectly, under or in connection with this Agreement or any agreement made or entered into under or pursuant to the provisions of this Agreement, or any amendment or amendments to any of the foregoing made at any time or times, heretofore or hereafter. The terms of this Section survive the Closing or termination of this Agreement.

(Signature Page Follows Immediately)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

“SELLER”:

Estate of James E. Crocker

By: Nedra M. Crocker

Name: Nedra M. Crocker, Owner

Dated: March 28, 2023

“BUYER”:

City of Placentia,
a municipal corporation

By: _____

Name: Damien R. Arrula

Its: City Administrator

Dated: _____, 2023

EXHIBIT A

LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF PLACENTIA IN THE COUNTY OF ORANGE, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

PARCEL 1 OF PARCEL MAP 84-801, AS FILED IN BOOK 190, PAGE 36 OF PARCEL MAPS, BY DOCUMENT RECORDED AUGUST 6, 1984, AS INSTRUMENT NO. 84-324105 OF OFFICIAL RECORDS, COUNTY OF ORANGE, CALIFORNIA.

APN: 339-033-21

EXHIBIT B

Attachments Provided by Seller

EXHIBIT C

**RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:**

Attention: _____

SPACE ABOVE THIS LINE FOR
RECORDER'S USE

No recording fee required; this document exempt from fee pursuant to
Government Code Section 27383

Documentary Transfer Tax is set forth in a separate statement that is not part of the public record.

GRANT DEED

FOR VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, Nedra M. Crocker, a private individual ("Grantor"), hereby grants to the City of Placentia, a Charter City ("Grantee"), all that certain real property located in the County of Orange, State of California, more particularly described on Exhibit A, attached hereto and incorporated herein by this reference.

This grant and conveyance is made and accepted subject to:

1. All general and special real property taxes and assessments that are not delinquent, including supplemental taxes assessed as a result of this conveyance; and

(Signature of Grantor Follows Immediately)

IN WITNESS WHEREOF, this Grant Deed has been executed this __ day of _____,
2023.

GRANTOR:

NEDRA M. CROCKER

By: _____

Name: _____

Its: A private individual

EXHIBIT D

AFFIDAVIT

Nedra M. Crocker, a private individual (“Seller”), hereby certifies to the City of Placentia (“Buyer”), as follows:

1. Seller understands and acknowledges that this Affidavit may be disclosed to the Internal Revenue Service by Buyer in connection with that certain Purchase and Sale Agreement and Escrow Instructions dated as of _____, 2023 (collectively, with any and all amendments thereto, the “Purchase Agreement”), between Buyer and Seller, as evidence of Buyer’s compliance with Section 1445 of the Internal Revenue Code;

2. Seller is not a foreign individual, foreign corporation, foreign partnership, foreign trust or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);

3. Seller’s U.S. Employer Identification Number is _____;

4. Seller’s address is 3010 Arbol Drive, Fullerton, CA 92835;

5. Seller further understands and acknowledges that this Affidavit may be disclosed to the Franchise Tax Board of California by Buyer in connection with the Purchase Agreement;

6. Section 18662 of the California Revenue and Taxation Code provides that a buyer may be required to withhold 3 1/3% of the sales price of the California property sold by a non-resident seller, unless the sales price of the property is less than \$100,000.00;

7. Seller is not subject to any withholding pursuant to Section 18662 of the California Revenue and Taxation Code; and

The undersigned understands that any false statements contained in this Affidavit could be punished by fine or imprisonment or both. The undersigned certifies on behalf of Seller under penalty of perjury that the foregoing is true and correct, and that the undersigned is duly authorized to execute this Affidavit on behalf of Seller.

Dated as of this ____ day of _____, 2023, at _____, California.

NEDRA M. CROCKER,
a private individual

By: _____

Name: _____

Its: _____

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

State of California)
County of Orange)

On _____, before me, _____
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

EXHIBIT E

ESCROW COMMERCIAL FEE QUOTE

COMMERICAL FEE QUOTE

escrow**321**

Property Address: 207 W. Chapman Avenue, Placentia

Purchase Price: \$900,000.00

Owner's Title Policy

\$2,030.00**

Escrow Fee

\$2,980.00**

Documentary Transfer Tax

\$990.00**

NHD Report

\$89.95**

Commission (Once a fully executed Purchase Agreement is received I will prepare Commission Instructions for signatures of Seller and Buyer)

\$27,000.00**

****Seller and Buyer each to pay one-half of the costs.**

Janet Tilbury

Senior Escrow Officer/Manager

949-401-4774 – Direct

949-401-4780 – Fax

jtilbury@escrow321.com

www.escrow321.com

4000 Barranca Parkway, Suite 155

Irvine, CA 92604

CERTIFICATE OF ACCEPTANCE

Pursuant to the provisions of Government Code section 27281, this is to certify that the interest in real property conveyed by the grant deed from _____, to the City of Placentia, a municipal corporation, is hereby accepted by the Placentia City Administrator on behalf of Placentia City Council pursuant to authority conferred by resolution of the Placentia City Council adopted on _____, 2023 and the City of Placentia consents to recordation thereof by its duly authorized officer.

By: _____
Damien Arrula, City Administrator
City of Placentia

Date: _____



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF COMMUNITY SERVICES

DATE: APRIL 4, 2023

SUBJECT: **REINTRODUCTION AND FIRST READING OF ORDINANCE NO. O-2023-01 OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, AMENDING CHAPTER 9.20 ("WILD ANIMALS") OF TITLE 9 ("ANIMALS AND FOWL") OF THE PLACENTIA MUNICIPAL CODE RELATING TO FEEDING WILD ANIMALS WITHIN THE CITY**

FISCAL
IMPACT: NONE

SUMMARY:

The proposed ordinance will update Chapter 9.20 of the Placentia Municipal Code ("PMC") by prohibiting the feeding of wild animals in public places. The proposed amendment will enable the Community Services Department, Public Works Department and Police Department to effectively enforce provisions of the PMC relating to the feeding of "wild animals" in City parks and athletic fields.

Staff presented a version of the proposed ordinance at the March 21, 2023 council meeting. Council provided direction that several revisions should be made to the ordinance before the first reading. Specifically:

1. The proposed ordinance should clarify that it does not affect other provisions of the code relating to domestic animals like chickens;
2. The proposed ordinance should clarify the definition between "wild animals" and "wildlife";
3. The proposed ordinance should prohibit feeding of wild animals on public property and only on private property to the extent it creates a nuisance; and
4. The proposed ordinance should eliminate restrictions on bird feeders.

DISCUSSION:

The revised ordinance makes these revisions as directed by the City Council. A redline version of the proposed ordinance is attached to identify these changes. Additional language was added to clarify that the ordinance does not apply to the keeping or feeding of animals when authorized elsewhere in the municipal code (PMC 9.08 "Domestic Animals"; PMC 23.10.020 "Permitted Uses" applying to rabbits and chickens in residential agricultural districts). The revised ordinance also combines the definitions of "wildlife" and "wild animals" into a single inclusive term.

3.a.

April 4, 2023

The revised ordinance also makes clear that the prohibition on feeding wildlife only applies on public property. Feeding wildlife on private party is also prohibited by the proposed ordinance but only to the extent it creates a "public nuisance." A public nuisance is defined in PMC 8.06.020 as anything which is injurious to health so as to interfere with the comfortable enjoyment of life or property and affects at the same time an entire community or neighborhood, or any considerable numbers of persons. Using this definition is preferable to creating a new definition of nuisance relating to animal activity because code enforcement officers need not observe and document a set number of animal impacts before issuing a citation. Rather, if the feeding creates any conditions that meet the general definition of a nuisance, the proposed ordinance can be enforced. The regulations of bird feeders have been removed except to the extent that bird feeders create a public nuisance.

RECOMMENDATION:

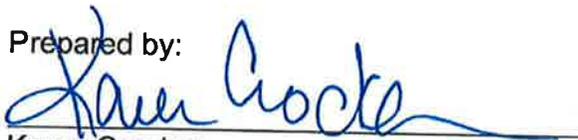
It is recommended that the City Council take the following actions:

1. Receive the staff report and consider the first reading of Ordinance No. 0-2023-01 and
2. Find that the recommended actions are exempt from the California Environmental Quality Act ("CEQA") pursuant to Sections 15061(b)(3) of the CEQA Guidelines, (Title 14, Chapter 3 of the California Code of Regulations). Section 21065 of the Public Resources Code, and the City of Placentia Local Guidelines for implementing CEQA.

STRATEGIC PLANNING STATEMENT:

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

Prepared by:



Karen Crocker
Director of Community Services

Reviewed and approved:



Christian L. Bettenhausen
City Attorney

Reviewed and approved:



Damien R. Arrula
City Administrator

for

Attachments:

1. Ordinance O-2023-01 amending Chapter 9.20 of the PMC
2. Redline version of changes to proposed Ordinance

ORDINANCE NO. O-2023-01

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, AMENDING CHAPTER 9.20 (“WILD ANIMALS”) TO TITLE 9 (“ANIMALS AND FOWL”) OF THE PLACENTIA MUNICIPAL CODE RELATING TO FEEDING WILD ANIMALS WITHIN THE CITY.

WHEREAS, the City of Placentia (“City”) is a charter city organized under the laws of the State of California with authority to enact ordinances to protect the public health, safety and welfare within the City under Article XI, Section 7 of the California Constitution; and

WHEREAS, the feeding of wild animals can lead to negative impacts on animals, people and the environment; and

WHEREAS, feeding wild animals can lead to aggressive behavior towards humans, which presents health and safety concerns for residents and visitors to the City; and

WHEREAS, feeding wild animals can artificially support the growth and carrying capacity of urban wildlife populations, compromising wildlife health and increasing human exposure to, and potential conflicts with, wild animals; and

WHEREAS, feeding wild animals can cause certain species to localize activity in the vicinity of the food source, thus increasing associated negative impacts on property owners and individuals within those neighborhoods; and

WHEREAS, Section 251.1 of Title 14 of the California Code of Regulations prohibits the harassment of any game or nongame bird or mammal or furbearing mammal, expressly including intentional acts such as feeding that disrupt the animal’s natural foraging behavior; and

WHEREAS, the City Council finds that an ordinance prohibiting the intentional and negligent feeding of certain types of wild animals, as defined, and further specifying types of permissible and prohibited conduct regarding interaction with wild animals in the City, is consistent with the City’s long-standing commitment to protect and conserve biological resources and public safety and will promote the public health, safety and welfare.

NOW, THEREFORE, BE IT ORDAINED, BY THE CITY COUNCIL OF THE CITY OF PLACENTIA, AS FOLLOWS:

Section 1. All of the above recitals are correct and hereby incorporated by reference. The City Council hereby finds as follows:

1. The foregoing recitals are true and correct and are made a part of this ordinance.
2. There is no possibility that the adoption of this ordinance will have a significant impact on the environment, and therefore, the adoption of this ordinance is exempt from the California Environmental Quality Act (“CEQA”), pursuant to Section 15061(b)(3) of the CEQA Guidelines (Title 14, Chapter 3 of the California Code of Regulations).

Section 2. Municipal Code Amendment. Chapter 9.20 (“Wild Animals”) of Title 9 (“Animals and Fowl”) of the Placentia Municipal Code is hereby amended to provide as follows:

Chapter 9.20 – WILD ANIMALS

9.20.010 Definitions

For purposes of this chapter, the following definitions shall apply:

“Feed” means to give, distribute, place, expose, deposit, or scatter any edible material on any public or private property with the intention of feeding, attracting, domesticating or enticing wild animals, whether or not wild animals are in the vicinity at the time. Feeding does not include baiting in the permitted and legal take or depredation of wild animals in accordance with federal, state and local law.

“Person” means any individual, corporation, company, partnership, firm, association, or political subdivision of this State subject to municipal jurisdiction.

“Wild animal” means and includes any non-domesticated species of animal, reptile, fowl, or fish which is not tame or gentle as found in nature but is of a wild nature or disposition, or which is known to be vicious, or which must be kept in confinement to be brought within the immediate power of the owner. “Wild animal” does not include any bird life except as otherwise provided by law, any hamster, guinea pig, white rats and/or mice, any nonpoisonous snake not exceeding six feet in length, any turtle, any nonpoisonous toads, lizards, salamanders, newts, chameleons, kangaroo rats, and any fish except piranha and walking catfish.

9.20.020 Wild animals not permitted in city – Exceptions.

It is unlawful for any person to keep or maintain or cause to be kept or maintained, within the city of Placentia any wild animal except those enumerated in Section 9.20.010 and as otherwise authorized by this code. This section shall not prohibit the keeping or maintaining of wild animals within the city of Placentia in the following locations:

- A. Wild animals in zoos or museums—any wild animals which are kept confined in zoos or museums for the public to view;
- B. Wild animals in bona fide, licensed veterinary hospitals for treatment;
- C. Wild animals may be maintained by bona fide educational institutions for the purpose of instruction, provided such wild animals are securely confined and are properly cared for in a manner satisfactory to Orange County Animal Control services.

9.20.030 Disturbing or Taking Wild Animals.

No person shall hunt, kill, wound, feed, touch, tease, frighten, or intentionally disturb wild animals in any park, sports field, recreational area or open space except persons in the performance of their official duties, or in areas designated and under conditions established by the City to include the health and safety of the public.

9.20.040 Harassment of Animals

No person shall harass, herd or drive any game or nongame bird or mammal or furbearing mammal. For the purposes of this section, harass is defined as an intentional act which disrupts an animal's normal behavior patterns, which includes, but is not limited to, breeding, feeding or sheltering. This section does not apply to a landowner or tenant who drives herds birds or mammals for the purpose of preventing damage to private or public property, including aquaculture and agricultural crops. Feeding a wild animal, including, but not limited to, ducks and squirrels is considered animal harassment. Cal. Code Regs. Title 14, §251.1

9.20.050 Feeding of Wild Animals Prohibited

- A. No person shall purposely or knowingly feed wild animals on public property in the City of Placentia.
- B. No person shall feed any wild animal on private property within the City of Placentia in a manner that constitutes a public nuisance.
- C. No person shall leave or store any refuse, garbage, pet food, fruit, meat, dairy, vegetable, grain or other food in a negligent manner likely to feed wild animals.
- D. No person shall fail to take remedial action to cease contact or conflict with wild animals, including to secure or remove outdoor refuse, cooking grills, pet food, backyard birdfeeders or any other similar food source or attractant when such remedial action is necessary to eliminate a public nuisance.

9.20.060 Exceptions

The prohibitions in Section 9.20.050 do not apply to:

- A. Landscaping, gardening, and/or maintaining vegetable gardens, fruit and nut trees or other plants, so long as such activities are not conducted for the purpose of feeding wild animals as defined in this chapter.
- B. Baiting, for the purpose of trapping, feral cats as part of an approved Trap-Neuter-Release program.
- C. Any property owner baiting, for the purpose of trapping, wild animals on their property when authorized by, and in accordance with, State law including but not limited to

trapping gophers, house mice, moles, rats, and voles pursuant to Fish and Game Code section 4005(f); taking of certain mammals found injuring crops or property pursuant to Fish and Game Code section 4152; taking of certain nongame birds and mammals such as weasels, skunks, opossum, moles and rodents pursuant to 14 CCR § 472; or as otherwise permitted and authorized by State law.

Section 3. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of the Ordinance. The City Council of the City of Placentia hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause and phrase thereof irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases may be held invalid or unconstitutional.

Section 4. Effective Date and Publication. This ordinance shall be and the same is hereby declared to be in full force and effect from and after thirty (30) days after the date of its passage. Within fifteen (15) days after the passage of this Ordinance, the City Clerk shall cause a summary of said Ordinance to be published as provided in Government Code §36933, in a newspaper of general circulation published and circulated in the City of Placentia, along with the names of the City Council voting for and against its passage.

PASSED, APPROVED AND ADOPTED THIS 2nd DAY OF MAY 2023.

Ward L. Smith, Mayor

ATTEST:

Robert S. McKinnell
City Clerk

APPROVED AS TO FORM:

Christian Bettenhausen, City Attorney

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

I, Robert S. McKinnell, City Clerk of the City of Placentia, do hereby certify that the foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Placentia, held on the 21st day of March 2023 and reintroduced on the 4th day of April 2023, and adopted at a regular meeting of the City Council of the City of Placentia, held on the 2nd day of May 2023 by the following vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

Witness my hand and the official seal of the City of Placentia this 2nd day of May, 2023.

Robert S. McKinnell,
City Clerk

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, AMMENDING CHAPTER 9.20 (“WILD ANIMALS”) TO TITLE 9 (“ANIMALS AND FOWL”) OF THE PLACENTIA MUNICIPAL CODE RELATING TO FEEDING ~~WILDLIFE~~WILD ANIMALS WITHIN THE CITY.

WHEREAS, the City of Placentia (“City”) is a charter city organized under the laws of the State of California with authority to enact ordinances to protect the public health, safety and welfare within the City under Article XI, Section 7 of the California Constitution; and

WHEREAS, the feeding of ~~wildlife~~wild animals can lead to negative impacts on animals, people and the environment; and

WHEREAS, feeding ~~wildlife~~wild animals can lead to aggressive behavior towards humans, which presents health and safety concerns for residents and visitors to the City; and

WHEREAS, feeding ~~wildlife~~wild animals can artificially support the growth and carrying capacity of urban wildlife populations, compromising wildlife health and increasing human exposure to, and potential conflicts with, ~~wildlife~~wild animals; and

WHEREAS, feeding ~~wildlife~~wild animals can cause certain species to localize activity in the vicinity of the food source, thus increasing associated negative impacts on property owners and individuals within those neighborhoods; and

WHEREAS, Section 251.1 of Title 14 of the California Code of Regulations prohibits the harassment of any game or nongame bird or mammal or furbearing mammal, expressly including intentional acts such as feeding that disrupt the animal’s natural foraging behavior; and

WHEREAS, the City Council finds that an ordinance prohibiting the intentional and negligent feeding of certain types of ~~wildlife~~wild animals, as defined, and further specifying types of permissible and prohibited conduct regarding interaction with ~~wildlife~~wild animals in the City, is consistent with the City’s long-standing commitment to protect and conserve biological resources and public safety and will promote the public health, safety and welfare.

NOW, THEREFORE, BE IT ORDAINED, BY THE CITY COUNCIL OF THE CITY OF PLACENTIA, AS FOLLOWS:

Section 1. All of the above recitals are correct and hereby incorporated by reference. The City Council hereby finds as follows:

1. The foregoing recitals are true and correct and are made a part of this ordinance.
2. There is no possibility that the adoption of this ordinance will have a significant impact on the environment, and therefore, the adoption of this ordinance is exempt from the California Environmental Quality Act (“CEQA”), pursuant to Section 15061(b)(3) of the CEQA Guidelines (Title 14, Chapter 3 of the California Code of Regulations).

Section 2. Municipal Code Amendment. Chapter 9.20 (“Wild Animals”) of Title 9 (“Animals and Fowl”) of the Placentia Municipal Code is hereby amended to provide as follows:

Chapter 9.20 – WILDLIFE WILD ANIMALS

9.20.010 Definitions

For purposes of this chapter, the following definitions shall apply:

“Feed” means to give, distribute, place, expose, deposit, or scatter any edible material on any public or private property with the intention of feeding, attracting, domesticating or enticing ~~wildlifewild animals~~, whether or not ~~wildlifewild animals is-are~~ in the vicinity at the time. Feeding does not include baiting in the permitted and legal take or depredation of ~~wildlifewild animals~~ in accordance with federal, state and local law.

“Person” means any individual, corporation, company, partnership, firm, association, or political subdivision of this State subject to municipal jurisdiction.

~~“Wildlife” means any non-domesticated species of animal including but not limited to coyotes, deer, wild turkeys, foxes, skunks, raccoons, possums, squirrels, ducks, geese, ravens, crows, and gulls.~~

“Wild animal” means and includes any non-domesticated species of animal, reptile, fowl, or fish which is not tame or gentle as found in nature but is of a wild nature or disposition, or which is known to be vicious, or which must be kept in confinement to be brought within the immediate power of the owner. “Wild animal” does not include any bird life except as otherwise provided by law, any hamster, guinea pig, white rats and/or mice, any nonpoisonous snake not exceeding six feet in length, any turtle, any nonpoisonous toads, lizards, salamanders, newts, chameleons, kangaroo rats, and any fish except piranha and walking catfish.

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- A. Wild animals in zoos or museums—any wild animals which are kept confined in zoos or museums for the public to view;
- B. Wild animals in bona fide, licensed veterinary hospitals for treatment;
- C. Wild animals may be maintained by bona fide educational institutions for the purpose of instruction, provided such wild animals are securely confined and are properly cared for in a manner satisfactory to Orange County Animal Control services.

9.20.030 Disturbing or ~~taking~~ Taking wildlife Wild Animals.

No person shall hunt, kill, wound, feed, touch, tease, frighten, or intentionally disturb wildlifewild animals in any park, sports field, recreational area or open space except persons in the performance of their official duties, or in areas designated and under conditions established by the City to include the health and safety of the public.

9.20.040 Harassment of Animals

No person shall harass, herd or drive any game or nongame bird or mammal or furbearing mammal. For the purposes of this section, harass is defined as an intentional act which disrupts an animal's normal behavior patterns, which includes, but is not limited to, breeding, feeding or sheltering. This section does not apply to a landowner or tenant who drives herds birds or mammals for the purpose of preventing damage to private or public property, including aquaculture and agricultural crops. Feeding a wild animal, including, but not limited to, ducks and squirrels is considered animal harassment. [Cal. Code Regs. Title 14, §251.1](#)

9.20.050 Feeding of Wildlife Wild Animals Prohibited

A. No person shall purposely or knowingly feed wildlifewild animals on public ~~or private~~ property in the City of Placentia.

~~B. No person shall feed any wild animal on private property within the City of Placentia in a manner that constitutes a public nuisance.~~

~~B-C.~~ No person shall leave or store any refuse, garbage, pet food, ~~seed or birdseed,~~ fruit, meat, dairy, vegetable, grain or other food in a negligent manner likely to feed wildlifewild animals.

D. No person shall fail to take remedial action to cease contact or conflict with wildlifewild animals, including to secure or remove outdoor refuse, cooking grills, pet food, backyard birdfeeders or any other similar food source or attractant, after being advised by the city to undertake such remedial action.

~~C.~~

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9.20.060 Exceptions

The prohibitions in Section 9.20.050 do not apply to:

A. Landscaping, gardening, and/or maintaining vegetable gardens, fruit and nut trees or other plants, so long as such activities are not conducted for the purpose of feeding wildlifewild animals as defined in this chapter.

~~B. Feeding of birds, except wild turkeys, outdoors on private residential properties using bird feeders, to the extent authorized by law and subject to the following~~

requirements:

- ~~1. Bird feeders shall be placed at least five (5) feet above the ground and shall be suspended on a cable or otherwise secured so as to prevent the bird feeders from being easily accessible to other wildlife wild animals.~~
- ~~2. The feeding shall not substantially interfere with the rights of surrounding property owners.~~
- ~~3. The area below and around bird feeders must be kept clean and free of seed and an accumulation of feces.~~
- ~~4. No person shall knowingly allow or permit bird feeders to become an attractant for rodents or other wildlife wild animals other than birds.~~
- ~~5. Bird feeders shall be kept clean to prevent the spread of disease among wild bird populations.~~

~~C.B.~~ Baiting, for the purpose of trapping, feral cats as part of an approved Trap-Neuter-Release program.

~~D.C.~~ Any property owner baiting, for the purpose of trapping, wildlife-wild animals on their property when authorized by, and in accordance with, State law including but not limited to trapping gophers, house mice, moles, rats, and voles pursuant to Fish and Game Code section 4005(f); taking of certain mammals found injuring crops or property pursuant to Fish and Game Code section 4152; taking of certain nongame birds and mammals such as weasels, skunks, opossum, moles and rodents pursuant to 14 CCR § 472; or as otherwise permitted and authorized by State law.

Section 3. Severability. If any section, subsection, sentence, clause or phrase of this Ordinance is for any reason held by a court of competent jurisdiction to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of the Ordinance. The City Council of the City of Placentia hereby declares that it would have passed this Ordinance and each section, subsection, sentence, clause and phrase thereof irrespective of the fact that one or more sections, subsections, sentences, clauses or phrases may be held invalid or unconstitutional.

Section 4. Effective Date and Publication. This ordinance shall be and the same is hereby declared to be in full force and effect from and after thirty (30) days after the date of its passage. Within fifteen (15) days after the passage of this Ordinance, the City Clerk shall cause a summary of said Ordinance to be published as provided in Government Code §36933, in a newspaper of general circulation published and circulated in the City of Placentia, along with the names of the City Council voting for and against its passage.

PASSED, APPROVED AND ADOPTED THIS ___ DAY OF _____ 2023.

Ward Smith, Mayor

ATTEST:

Robert S. McKinnell
City Clerk

APPROVED AS TO FORM:

Christian Bettenhausen, City Attorney

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

I, Robert S. McKinnell, City Clerk for the City of Placentia, do hereby certify that the above and foregoing is a true and correct copy of Resolution No. ____ introduced and adopted at a Regular Meeting of the City Council of the City of Placentia held on the ___ day of _____, 2023 by the following roll call vote:

AYES: COUNCILMEMBERS:
NOES: COUNCILMEMBERS:
ABSENT: COUNCILMEMBERS:
ABSTAIN: COUNCILMEMBERS:

Witness my hand and the official seal of the City of Placentia this ___ day of _____, 2023.

Robert S. McKinnell,
City Clerk