



Regular Meeting Agenda July 11, 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
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

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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
July 11, 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 Sterling Bennett

PLEDGE OF ALLEGIANCE: Firefighter Josh Martin

PRESENTATIONS:

- a. **Supervisor Doug Chaffee**
Recipients: City Council

- b. **Proclamation** July 2023 as Parks and Recreation Month
Presenter: Mayor Smith
Recipients: Karen Crocker, Director of Community Services and
Veronica Ortiz, Community Services Supervisor

CLOSED SESSION REPORT:

CITY ADMINISTRATOR REPORT:

ORAL COMMUNICATIONS:

At this time, the public may address the City Council and Boards of Directors concerning any agenda item, which is not a public hearing item, or on matters within the jurisdiction of the City Council and Boards of Directors. There is a five (5) minute time limit for each individual addressing the City Council and Boards of Directors.

CITY COUNCIL/BOARD MEMBER COMMENTS:

1. CONSENT CALENDAR (Items 1.a. through 1.p.):

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 2023-24 Registers for July 11, 2023**

Check Register

Fiscal Impact: \$1,253,452.81

Electronic Disbursement Register

Fiscal Impact: \$1,011,093.00

Recommended Action: It is recommended that the City Council:

- 1) Receive and file

1.c. **Amendment No. 1 to HVAC Maintenance Services Agreement with F.M.Thomas Air Conditioning, Inc.**

Fiscal Impact:

Expense:	\$ 82,747	Amendment Amount
Available	<u>\$ 82,747</u>	
Budget:	\$ 25,000	Fiscal Year 2022-23 Operating Budget (103654-6290)
	<u>\$ 57,787</u>	Fiscal Year 2023-24 Operating Budget
	\$ 37,787	(103654-6290)
	\$ 20,000	(103654-6130)

Recommended Action: It is recommended that the City Council:

- 1) Approve Amendment No. 1 to the Maintenance Services Agreement with F.M. Thomas Air Conditioning, Inc., for HVAC Maintenance Services in an amount not-to-exceed \$82,747 for a revised cumulative contract amount of \$196,108 for the remainder of the contract term; and
- 2) Authorize the City Administrator to approve contract change orders up to 10% of the revised cumulative contract amount; and
- 3) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

1.d. **Award of Contract for Fire Station #1 and #2 Roof Replacement Project**

Fiscal Impact:

Expense:	\$234,555	Public Works Agreement
	\$ 23,455	Construction Contingency
Revenue:	<u>\$258,010</u>	Fiscal Year 2023-24 CIP Budget

Recommended Action: It is recommended that the City Council:

- 1) Award a Public Works Agreement to Letner Roofing Company, for the Fire Station #1 and #2 Roof Replacement Project in the amount of \$234,555; and
- 2) Authorize the City Administrator to approve contract change orders up to 10%, or \$23,455 for a total project not-to-exceed contract amount of \$258,010; and
- 3) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

1.e. **Purchase of FARO 360 Degree Scanner**

Fiscal Impact:

Expense:	\$60,222.19	(103041-6840)
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Recommended Action: It is recommended that the City Council:

- 1) Approve the purchase of FARO Scanner Focus Premium and related components in the amount of \$60,222.19; and
- 2) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

1.f. **Turbo Data Agreement for Citation Processing**

Fiscal Impact:

Expense:	Not to Exceed \$35,000 Annually	(103047-6290)
Available Budget:	<u>\$35,000</u>	FY 2023-24 Operating Budget

Recommended Action: It is recommended that the City Council:

- 1) Approve the Professional Services Agreement with Turbo Data Systems for an amount not to exceed \$35,000 annually; and

- 2) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

1.g. **Consent to Assignment and Assumption of Contract**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Approve the attached Consent to Assignment and Assumption of Contract document; and
- 2) Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

1.h. **Acceptance of Resignation from the Planning Commission**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Accept the resignation of Claudia Keller from the Planning Commission; and
- 2) Update the City’s master Commission/Committee vacancy list to include the vacancy on the Planning Commission.

1.i. **Tentative Tract Map No. TTM 19233 Pertaining to the Subdivision of an +/- 1.76 Acre Lot into six parcels located at 424 N. Nevin Lane within Sp-7 (Specific Plan 7) Zoning District for the Purpose of future Single-Family Home Development**

Fiscal Impact: Approximately \$137,155 of total development impact fee revenue prior to construction of six new single-family residences

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution R-2023-54, a Resolution of the City Council of the City of Placentia, California, adopting a categorical exemption pursuant to the California Environmental Quality Act (Public Resources Code §§ 21000-21177 and §15000 et seq. of Title 14 of the California Code of Regulations) (CEQA) and approving Tentative Tract Map No. TTM 19233 pertaining to the subdivision of property located at 424 N. Nevin Lane (Assessor’s Parcel Number 341-433-05) into six developable parcels and making findings in support thereof.

1.j. **Approval of Plans & Specifications and Award of Construction Contract to Loengreen, Inc., for the interior tenant improvements for the Butler Building for the Placentia Public Safety Center Project No. 5213**

Fiscal Impact:

Expense:	\$ 1,646,000	Total Construction Contract Amount
	<u>\$ 164,600</u>	<u>Total Construction Contingency Amount</u>
	\$ 1,810,600	Total Amount

Available

Budget:	\$ 2,043,041	Fiscal Year 2023-24 CIP Budget (105213-6850 JL# 229999-6850)
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Recommended Action: It is recommended that the City Council:

- 1) Approve the engineered and architectural construction plans & specifications prepared by PBK Architects, Inc., and approve a Public Works Agreement with Loengreen, Inc., for Placentia Public Safety Center Butler Tenant Improvements in the amount of \$1,646,000; and
- 2) Reject all other bids received and authorize return of the bid bonds; and
- 3) Authorize the City Administrator to approve contract change orders up to ten percent (10%) of the contract amount, or \$164,600 for a total construction contract not-to-exceed amount of \$1,810,600; and
- 4) Adopt Resolution No. R-2023-55, A Resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2023-24 in compliance with City Charter of the City of Placentia §§1206 and §§1209 pertaining to appropriations for actual expenditures; and
- 5) Authorize the City Administrator to approve all agreements in a form approved by the City Attorney.

1.k. **Acceptance of Construction Work, Notice of Completion and Approval of Contract Change Order No. 3 for Phase I of the Placentia Public Safety Center Project, City Project No. 5213**

Fiscal Impact:

Expense:	\$1,324,000.00	Original Construction Contract
	<u>\$ 445,921.61</u>	<u>Contract Change Orders</u>
	\$ 1,769,921.61	Total Construction Cost
Budgeted:	\$6,250,000.00	FY 2023-24 CIP Project Budget

Recommended Action: It is recommended that the City Council:

- 1) Accept the work performed by TTS Construction, Inc., for Phase I of the Placentia Public Safety Center Project, City Project No. 5213 for a grand total amount of \$1,769,921; and
- 2) Authorize the City Administrator to approve Contract Change Order No. 3 in the amount of \$328,755.43; and
- 3) Authorize the City Administrator to file a Notice of Completion with the Orange County Clerk-Recorder's Office for the Project; and
- 4) Authorize the City Administrator to release retention funds in accordance with the terms of the contract.

1.l. **Acceptance of Construction Work and Notice of Completion for the Citywide Traffic Safety Improvement Project, City Project No. 2908**

Fiscal Impact:

Expense:	\$ 1,283,450.00	Original Construction Contract
	<u>\$ 43,973.85</u>	<u>Approved Change Orders</u>
	\$ 1,327,423.85	Total Construction Cost
Budgeted:	\$ 1,567,742.47	FY 2021-22 & 2022-23 CIP Project Budget

Recommended Action: It is recommended that the City Council:

- 1) Accept the work performed by Baker Electric, Inc. for construction of the Citywide Traffic Signal Improvement Project (HSIP Cycle 9) for a total amount of \$1,327,423.85; and
- 2) Authorize the City Administrator to file a Notice of Completion with the Orange County Clerk-Recorder's Office for the Project; and
- 3) Authorize the City Administrator to release retention funds in accordance with the terms of the contract.

1.m. **Resolution to Adopt a Memorandum of Understanding between the City of Placentia and the Placentia City Employees' Association**

Fiscal Impact:

Fiscal Year 2023-24	\$ 738,872	(Estimated)
Fiscal Year 2024-25	<u>\$ 416,036</u>	(Estimated)
Total	\$1,154,908	

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution R-2023-58 approving the terms between the City and the Placentia City Employees' Association (PCEA); and
- 2) Adopt Resolution No. R-2023-59, A Resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2023-24 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 execute a Memorandum of Understanding (MOU) based upon the terms for PCEA on behalf of the City, in a form approved by the City's Labor Counsel.

1.n. **Resolution to Adopt a Memorandum of Understanding between the City of Placentia and the Placentia Firefighters' Association**

Fiscal Impact:

Fiscal Year 2023-24	\$ 321,108	(Estimated)
Fiscal Year 2024-25	<u>\$ 224,143</u>	(Estimated)
Total	\$ 545,251	

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution R-2023-62 approving the terms between the City and the Placentia Firefighters' Association (PFA); and
- 2) Adopt Resolution No. R-2023-63, A Resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2023-24 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 execute a Memorandum of Understanding (MOU) based upon the terms for PFA on behalf of the City, in a form approved by the City's Labor Counsel.

1.o. **Resolution to Adopt a Memorandum of Understanding between the City of Placentia and the Placentia Police Officers' Association**

Fiscal Impact:

Fiscal Year 2023-24	\$ 819,236	(Estimated)
Fiscal Year 2024-25	<u>\$ 523,100</u>	(Estimated)
Total	\$1,342,336	

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution R-2023-60 approving the terms between the City and the Police Officers' Association (PPOA); and
- 2) Adopt Resolution No. R-2023-61, A Resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2023-24 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 execute a Memorandum of Understanding (MOU) based upon the terms for PPOA on behalf of the City, in a form approved by the City's Labor Counsel.

1.p. **Resolution to Adopt a compensation plan for the Unrepresented Mid-Management and Management Employees**

Fiscal Impact:

Fiscal Year 2023-24	\$ 757,911	(Estimated)
Fiscal Year 2024-25	<u>\$ 381,233</u>	(Estimated)
Total	\$1,139,144	

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution R-2023-56 approving a compensation plan for the Unrepresented Mid-Management and Management Employees for the period of July 1, 2023, through June 30, 2025; and
- 2) Adopt Resolution No. R-2023-57, A Resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2023-24 in compliance with City Charter of the City of Placentia §§1206 and §§1209 pertaining to appropriations for actual expenditures.

2. PUBLIC HEARINGS:

2.a. **Public Hearing and Tabulation of Ballots for Annexation into Community Facilities District No. 2014-01 (Public Services CFD) (Continued from June 20, 2023 meeting)**

Fiscal Impact:

Annual Revenue: \$111,915.32 (550000-4505)

Recommended Action: It is recommended that the City Council:

- 1) Open the continued Public Hearing concerning the annexation of the JPI Cenza development project; and
- 2) Receive the Staff Report, consider all public testimony, ask questions of Staff; and

- 3) Conduct election for annexation of the JPI Cenza TOD Project Annexation to Community Facilities District No. 2014-01 (Public Services); and
- 4) Close the Public Hearing; and
- 5) Adopt the Resolution No. R-2023-47, A Resolution of the City Council of the City of Placentia, California, Making Certain Findings, Certifying the Results of an Election and Ordering the Annexation of Territory (JPI Cenza TOD Annexation) to Community Facilities District No. 2014-01 (Public Services) and Approving the Amended Map for Said District.

3. □ **REGULAR AGENDA:**

3.a. **Study Session: Placentia Public Safety Center Update and Funding Options**

Fiscal Impact:

Expense:	\$9.7 To \$10.7 Million Bond Depending on Selected Financing Structure (\$20.6 Million Project Total)
Revenue:	Lease Revenue Bond, Reserves, Motorola Financing

Recommended Action: It is recommended that the City Council:

- 1) Receive and file the presentation; and
- 2) Select Option 1 as the preferred financing structure option for a not-to-exceed total bond issue proceed of \$10 million and a maximum interest rate of 5.5%; and
- 3) Should the City Council elect to construct the balance of the facility, direct Staff and the Bond Financing Team to structure Lease Revenue Bonds to finance a portion of the project cost; and
- 4) Direct Staff to return to the City Council with the Phase 2 construction contract for its consideration and approval and bond documents to authorize the bond sale.

CITY COUNCIL/BOARD MEMBERS REQUESTS:

Council/Board Members may make requests or ask questions of Staff. If a Council/Board Member would like to have formal action taken on a requested matter, it will be placed on a future Council or Board Agenda.

ADJOURNMENT:

The City Council/Successor Agency/ICDA/PPFA Board of Directors will adjourn to a regular City Council meeting on Tuesday, July 25, 2023 at 5:30 p.m.

Adjourned in Memory of

Robert Lyons, former Councilmember and Mayor of the City of Placentia

Vince Giampa, former Police Chief of the City of Placentia

TENTATIVE AGENDA FORECAST

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

- NOC: FY 21-22 Street Resurfacing Project
- NOC: Outdoor Dining Platform Project
- Construction Contract: Crowther Avenue Street Resurfacing Project
- PSA Amendment for Geotechnical Services for Public Safety Building
- Purchase of Public Works Maintenance Trucks
- Adopt Resolution Approving Application to SCE for Option E LED Lighting Project
- Resolution Adopting the Annual Statement of Investment Policy for Fiscal Year 2023-24
- Tentative Parcel Map No. TPM 2023-113 Pertaining to the Subdivision of a 0.47-Acre Lot into Two Parcels located at 1278 Vina Del Mar within R-1 (Single-Family Residential) Zoning District for the Purpose of Future Single-Family Home Development.
- Award of Construction Contract and Bond Sale for Public Safety Building
- Annual Refuse Rate Adjustment
- Proposed Senior Center/Community Center update
- Ad-Hoc Committee and Commission update

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 July 11, 2023 meetings of the City Council, Successor Agency, Industrial Commercial Development Authority, and the Placentia Public Financing Authority was posted on July 6, 2023.

Carole M. Wayman
Deputy City Clerk

City of Placentia

**Check Register
For 07/11//2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
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Grand Total: 1,253,452.81

Check Totals by ID

AP	1,253,452.81
EP	0.00
IP	0.00
OP	0.00

Void Total: 0.00

Check Total: 1,253,452.81

Fund Name	<u>Check Totals by Fund</u>
101-General Fund (0010)	871,595.03
117-Measure U Fund (0079)	67,272.85
208-Sccssr Agncy Ret Oblg (0054)	130.54
225-Asset Seizure (0021)	1,810.11
231-Placentia Reg Nav Cent(0078)	168,068.33
233-Gen Plan Update Fees (0074)	15.00
234-Technology Impact Fees (0075)	8.75
243-City Quimby In Lieu Fee (0069)	18,096.79
246-TOD Traffic Impact Fees (0070)	900.00
248-TOD Strscape Impct Fee (0072)	900.00
265-Landscape Maintenance (0029)	2,789.34
270-CDBG Fund (0030)	14,371.72
275-Sewer Maintenance (0048)	25,785.91
280-Misc Grants Fund (0050)	53,861.37
401-City Capital Projects (0033)	9,004.28
501-Refuse Administration (0037)	6,884.24
601-Employee Health & Wlfre (0039)	1,607.37
605-Risk Management (0040)	3,294.89
701-Special Deposits (0044)	7,056.29

Check Total: 1,253,452.81

**1.b.
July 11, 2023**

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

City of Placentia
Check Register
For 07/05/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	A-1 FENCE COMPANY V007378	REP. CHAINLINK FENCE - MAIN ST	302534-6401 Community Programs	AP061923	1,853.00	21858		00127491	06/22/2023
					Check Total:	1,853.00			
MW OH	AIRGAS USA V004871	WELDING SUPPLIES	103654-6137 Repair Maint/Equipment	AP061923	385.32	9138594046		00127492	06/22/2023
					Check Total:	385.32			
MW OH	AMAZON CAPITAL SERVICES V012336	SPAD CASES	104071-6301 Special Department Expenses	AP061923	282.70	17RP-XRWY-		00127493	06/22/2023
MW OH	AMAZON CAPITAL SERVICES V012336	OFFICE SUPPLIES	109595-6999 Other Expenditure	AP061923	185.87	19TH-69DR-		00127493	06/22/2023
MW OH	AMAZON CAPITAL SERVICES V012336	INSERVICE SUPPLIES	104071-6301 Special Department Expenses	AP061923	325.06	1HGQ-K3KP-		00127493	06/22/2023
MW OH	AMAZON CAPITAL SERVICES V012336	SAFETY EQUIP. - FIRE MARSHAL	103065-6301 Special Department Expenses	AP061923	85.73	1PRD-QRQN-		00127493	06/22/2023
					Check Total:	879.36			
MW OH	AMERICAN OFFICE V009212	PLAN ROOM FURNITURE - DEPOSIT	795307-6850 Building & Facilities	AP061923	4,731.10	14309 -	P12876	00127494	06/22/2023
					Check Total:	4,731.10			
MW OH	AMERICAN PUBLIC WORKS V000041	MEMBERSHIP RENEWAL -L. ESTEVEZ	03550-6255 Dues & Memberships	AP061923	286.25	060223		00127495	06/22/2023
					Check Total:	286.25			
MW OH	ANAHEIM FULLERTON V006631	8/28 TOWING SVS - IMPOUND LOT	103047-6181 Towing Services	AP061923	185.00	22-0828-19003	P12740	00127496	06/22/2023
					Check Total:	185.00			
MW OH	AT&T V004144	MAY-JUN PHONE SERVICE	296561-6215 Telephone/Internet	AP061923	48.58	061423		00127497	06/22/2023
MW OH	AT&T V004144	MAY-JUN PHONE SERVICE	109595-6215 Telephone/Internet	AP061923	208.03	061423		00127497	06/22/2023

City of Placentia
Check Register
For 07/05/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	256.61				
MW OH	BROWN, CYNDEE V012567	FLOWERS FOR DEPARTING	0044-2063 Placentia Community Chorus	AP061923	127.13	05312023		00127498	06/22/2023
				Check Total:	127.13				
MW OH	BRYTON PRINTING INC V011194	PROP 218 NOTICE - PRINTING SVS	374386-6299 Other Purchased Services	AP061923	4,072.92	17223	P12897	00127499	06/22/2023
				Check Total:	4,072.92				
MW OH	BURKEN, WILLIAM V012569	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP061923	100.00	30-23-312		00127500	06/22/2023
				Check Total:	100.00				
MW OH	CCSC V012564	INTERINSURANCE EXCH - FINNERTY	404582-6210 Liability Claims	AP061923	1,633.89	01 0041 37313		00127501	06/22/2023
				Check Total:	1,633.89				
MW OH	CENTURY BUSINESS V010180	COPIER USAGE - SALES TAX	109595-6175 Office Equipment Rental	AP061923	205.37	AR42259-A		00127502	06/22/2023
				Check Total:	205.37				
MW OH	CITY OF SANTA ANA V001179	ADV. GANG INVESTIGATION REG.	213041-6250 Staff Training	AP061923	250.00	REWARD61323		00127503	06/22/2023
				Check Total:	250.00				
MW OH	CLEAR CHOICE LIEN SALES 5/24 LIEN SERVICES V005847		103047-6182 Lien Services	AP061923	125.00	291-052423		00127504	06/22/2023
MW OH	CLEAR CHOICE LIEN SALES 5/25 LIEN SERVICES V005847		103047-6182 Lien Services	AP061923	50.00	294-052523		00127504	06/22/2023
MW OH	CLEAR CHOICE LIEN SALES 5/5 LIEN SERVICES V005847		103047-6182 Lien Services	AP061923	45.00	3907-050523		00127504	06/22/2023
MW OH	CLEAR CHOICE LIEN SALES 5/12 LIEN SERVICES V005847		103047-6182 Lien Services	AP061923	45.00	3908-051223		00127504	06/22/2023
MW OH	CLEAR CHOICE LIEN SALES 5/26 LIEN SERVICES		103047-6182	AP061923	45.00	3910-052623		00127504	06/22/2023

City of Placentia
Check Register
For 07/05/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V005847		Lien Services						
MW OH	CLEAR CHOICE LIEN SALES 5/24 LIEN SERVICES V005847		103047-6182 Lien Services	AP061923	15.00	6840-052423		00127504	06/22/2023
				Check Total:	325.00				
MW OH	COLANTUONO HIGHSMITH & EGAL SERVIVCES V009754		101005-6005 Legal Services	AP061923	83.67	56479		00127505	06/22/2023
				Check Total:	83.67				
MW OH	COMLOCK V003166	DOOR REPAIRS	103654-6130 Repair & Maint/Facilities	AP061923	28.50	842479		00127506	06/22/2023
MW OH	COMLOCK V003166	DOOR REPAIR	103654-6130 Repair & Maint/Facilities	AP061923	134.10	842504		00127506	06/22/2023
MW OH	COMLOCK V003166	DOOR REPAIRS	103654-6130 Repair & Maint/Facilities	AP061923	42.95	842596		00127506	06/22/2023
MW OH	COMLOCK V003166	DOOR REPAIRS	103654-6130 Repair & Maint/Facilities	AP061923	282.31	845226		00127506	06/22/2023
MW OH	COMLOCK V003166	DOOR REPAIRS	103654-6130 Repair & Maint/Facilities	AP061923	164.33	845283		00127506	06/22/2023
				Check Total:	652.19				
MW OH	COMPLETE DISCOVERY V012571	LITIGATION SERVICES	101005-6006 Litigation	AP061923	547.50	INV-CDS-32572		00127507	06/22/2023
				Check Total:	547.50				
MW OH	COSTAR REALTY V012340	JUN REAL ESTATE & PROPERTY	109595-6999 Other Expenditure	AP061923	540.00	117780001-1	P12608	00127508	06/22/2023
				Check Total:	540.00				
MW OH	COUNTY OF ORANGE V008881	JUN OCATES CLETS/LIVSCAN SVS	103043-6099 Professional Services	AP061923	1,104.51	SH 65480	P12478	00127509	06/22/2023
				Check Total:	1,104.51				
MW OH	CRAFCO INC.	COLD PATCH BAG	103652-6301	AP061923	711.15	9402895259		00127510	06/22/2023

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	V009329		Special Department Expenses						
				Check Total:	711.15				
MW OH	DATA TICKET INC. V006119	MAY CITATION PROCESSING	102533-6290 Dept. Contract Services	AP061923	2,244.11	152138		00127511	06/22/2023
				Check Total:	2,244.11				
MW OH	DAVID TAUSSIG AND V001040	MAY CONSULTANT FEES	109595-6999 Other Expenditure	AP061923	2,690.88	2305071	P12855	00127512	06/22/2023
				Check Total:	2,690.88				
MW OH	DELL MARKETING L.P. V000301	DELL COMPUTER & MONITOR	503040-6301 / 233001-6301 Special Department Expenses	AP061923	3,571.47	10677670063	P12927	00127513	06/22/2023
				Check Total:	3,571.47				
MW OH	DEPARTMENT OF JUSTICE V000213	MAY LIVESCAN PROCESSING	101512-6099 Professional Services	AP061923	473.00	660247		00127514	06/22/2023
MW OH	DEPARTMENT OF JUSTICE V000213	MAY LIVESCAN PROCESSING	0044-2053 DOJ Livescan	AP061923	47.00	660247		00127514	06/22/2023
MW OH	DEPARTMENT OF JUSTICE V000213	MAY LIVESCAN PROCESSING	0044-2054 FBI Livescan	AP061923	34.00	660247		00127514	06/22/2023
				Check Total:	554.00				
MW OH	DIAMONDS SPORTS FIELD V011978	BASE ANCHORS - TUFFREE PARK	104071-6130 Repair & Maint/Facilities	AP061923	510.00	6208		00127515	06/22/2023
				Check Total:	510.00				
MW OH	DOUGHTY, SAIGE V012570	PAPER SUPPLIES	0044-2063 Placentia Community Chorus	AP061923	46.66	05302023		00127516	06/22/2023
				Check Total:	46.66				
MW OH	DUNN-EDWARDS CORP V000307	PAINT SUPPLIES	103654-6130 Repair & Maint/Facilities	AP061923	101.14	2058518220		00127517	06/22/2023
				Check Total:	101.14				

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MW OH	ENTERPRISE FLEET V003312	JUN PD VEHICLE LEASE PMT	103041-6165 Vehicle Lease	AP061923	4,008.82	FBN4763472	P12531	00127518	06/22/2023
MW OH	ENTERPRISE FLEET V003312	JUN PD VEHICLE LEASE PMT	103042-6165 Vehicle Lease	AP061923	7,444.96	FBN4763472	P12531	00127518	06/22/2023
Check Total:					11,453.78				
MW OH	ENVIRONMENTAL MOLD LLED1 MOLD INSPECTION V012521		103654-6130 Repair & Maint/Facilities	AP061923	700.00	05032023		00127519	06/22/2023
MW OH	ENVIRONMENTAL MOLD LLED2 MOLD INSPECTION V012521		103654-6130 Repair & Maint/Facilities	AP061923	1,100.00	05032023		00127519	06/22/2023
Check Total:					1,800.00				
MW OH	EPROMOS PROMOTIONAL V012556	PPD CUSTOM FLASHLIGHTS W/PEN	503040-6301 / 233001-6301 Special Department Expenses	AP061923	1,589.56	INV186727	P12894	00127520	06/22/2023
MW OH	EPROMOS PROMOTIONAL V012556	PPD SCREEN CLEANING CLOTH	503040-6301 / 233001-6301 Special Department Expenses	AP061923	1,289.52	INV186984	P12894	00127520	06/22/2023
Check Total:					2,879.08				
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP061923	95.46	102-188460	P12506	00127521	06/22/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP061923	47.00	102-188744	P12506	00127521	06/22/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP061923	94.34	102-188855	P12506	00127521	06/22/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP061923	33.50	102-188922	P12506	00127521	06/22/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP061923	47.00	102-189074	P12506	00127521	06/22/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP061923	31.23	102-189200	P12506	00127521	06/22/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP061923	12.09	102-189319	P12506	00127521	06/22/2023

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	V010842		Vehicle Repair & Maintenance						
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP061923	28.95	102-189320	P12506	00127521	06/22/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP061923	186.98	102-189375	P12506	00127521	06/22/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP061923	51.45	102-189414	P12506	00127521	06/22/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP061923	13.45	102-189606	P12506	00127521	06/22/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP061923	87.36	12-5296400	P12506	00127521	06/22/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP061923	27.86	12-5304173	P12506	00127521	06/22/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP061923	34.05	12-5304235	P12506	00127521	06/22/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP061923	26.67	12-5305121	P12506	00127521	06/22/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP061923	105.26	12-5306944	P12506	00127521	06/22/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP061923	34.05	12-5311713	P12506	00127521	06/22/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP061923	27.37	12-5320163	P12506	00127521	06/22/2023
MW OH	FACTORY MOTOR PARTS V010842	PARTS/SUPPLIES	103658-6134 Vehicle Repair & Maintenance	AP061923	258.21	12-5320912	P12506	00127521	06/22/2023
Check Total:					1,242.28				
MW OH	FRANCHISE TAX BOARD V000404	FTB PE 06/10 PD 06/16	0010-2196 Garnishments W/H	AP061923	7.73	PR2301012		00127522	06/22/2023

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				Check Total:	7.73				
MW OH	FUJITEC AMERICA INC V006496	4/10 SERVICE CALL	103654-6130 Repair & Maint/Facilities	AP061923	807.00	LAI1794312		00127523	06/22/2023
				Check Total:	807.00				
MW OH	GLASBY MAINT. SUPPLY CO V000445	JANITORIAL SUPPLIES	103654-6301 Special Department Expenses	AP061923	1,841.75	333928A		00127524	06/22/2023
				Check Total:	1,841.75				
MW OH	GOLDEN STATE WATER V000928	MAY-JUN WATER CHARGES	296561-6335 Water	AP061923	1,636.75	061423		00127525	06/22/2023
MW OH	GOLDEN STATE WATER V000928	MAY-JUN WATER CHARGES	109595-6335 Water	AP061923	2,424.91	061423		00127525	06/22/2023
				Check Total:	4,061.66				
MW OH	GOVERNMENT FINANCE V000450	GFOA'S FUNDAMENTAL FORUM REG	102020-6250 Staff Training	AP061923	225.00	760770		00127526	06/22/2023
				Check Total:	225.00				
MW OH	GRAINGER V002563	MAINTENANCE SUPPLIES	103654-6137 Repair Maint/Equipment	AP061923	208.92	9723313681		00127527	06/22/2023
				Check Total:	208.92				
MW OH	H&S ENERGY LLC V010680	APR CAR WASH SERVICES	103658-6301 Special Department Expenses	AP061923	694.00	050423	P12621	00127528	06/22/2023
MW OH	H&S ENERGY LLC V010680	MAY CAR WASH SERVICES	103658-6301 Special Department Expenses	AP061923	500.00	060923	P12621	00127528	06/22/2023
				Check Total:	1,194.00				
MW OH	HALO CONFIDENTIAL V011712	MAR PD BACKGROUND SCREENING	103040-6290 Dept. Contract Services	AP061923	3,815.21	0208	P12503	00127529	06/22/2023
MW OH	HALO CONFIDENTIAL V011712	MAY PD BACKGROUND SCREENING	103040-6290 Dept. Contract Services	AP061923	3,865.00	0214	P12503	00127529	06/22/2023

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				Check Total:	7,680.21				
MW OH	HEALTHPOINTE MEDICAL V010713	MAY DOT PHYSICAL/PRE-EMPL	101512-6099 Professional Services	AP061923	1,227.00	30601-4055647		00127530	06/22/2023
				Check Total:	1,227.00				
MW OH	HIRSCH PIPE AND SUPPLY V004494	PLUMBING SUPPLIES	103654-6130 Repair & Maint/Facilities	AP061923	147.39	8886885		00127531	06/22/2023
MW OH	HIRSCH PIPE AND SUPPLY V004494	PLUMBING SUPPLIES	103654-6130 Repair & Maint/Facilities	AP061923	71.67	8918186		00127531	06/22/2023
MW OH	HIRSCH PIPE AND SUPPLY V004494	PLUMBING SUPPLIES	103654-6130 Repair & Maint/Facilities	AP061923	90.41	8922053		00127531	06/22/2023
				Check Total:	309.47				
MW OH	HOUSTON & HARRIS PCS INC V010110	MAY SEWER CLEANING SVS	484356-6120 R & M/Sewer & Storm Drain	AP061923	24,139.63	23-25348	P12579	00127532	06/22/2023
				Check Total:	24,139.63				
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	104071-6130 Repair & Maint/Facilities	AP061923	201.41	011147951-001	P12509	00127533	06/22/2023
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6130 Repair & Maint/Facilities	AP061923	222.35	0011104489-001	P12634	00127533	06/22/2023
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6130 Repair & Maint/Facilities	AP061923	317.11	0011228519-001	P12634	00127533	06/22/2023
				Check Total:	740.87				
MW OH	JOHN HANCOCK USA-PARS V010625	PARS FT ER PE 06/10 PD 06/16	0010-2131 Employer PARS/ARS Payable	AP061923	795.63	PR2301012		00127534	06/22/2023
MW OH	JOHN HANCOCK USA-PARS V010625	PARS FT ER PE 06/10 PD 06/16	0010-2131 Employer PARS/ARS Payable	AP061923	872.01	PR2301012		00127534	06/22/2023
MW OH	JOHN HANCOCK USA-PARS V010625	PARS FT ER PE 06/10 PD 06/16	0010-2131 Employer PARS/ARS Payable	AP061923	638.87	PR2301012		00127534	06/22/2023
MW OH	JOHN HANCOCK USA-PARS	PARS FT ER PE 06/10 PD 06/16	0037-2131	AP061923	220.24	PR2301012		00127534	06/22/2023

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	V010625		Employer PARS/ARS Payable						
MW OH	JOHN HANCOCK USA-PARS V010625	PARS FT ER PE 06/10 PD 06/16	0037-2131 Employer PARS/ARS Payable	AP061923	73.54	PR2301012		00127534	06/22/2023
MW OH	JOHN HANCOCK USA-PARS V010625	PARS FT ER PE 06/10 PD 06/16	0029-2131 Employer PARS/ARS Payable	AP061923	18.38	PR2301012		00127534	06/22/2023
MW OH	JOHN HANCOCK USA-PARS V010625	PARS FT ER PE 06/10 PD 06/16	0048-2131 Employer PARS/ARS Payable	AP061923	105.64	PR2301012		00127534	06/22/2023
MW OH	JOHN HANCOCK USA-PARS V010625	PARS FT ER PE 06/10 PD 06/16	0048-2131 Employer PARS/ARS Payable	AP061923	52.53	PR2301012		00127534	06/22/2023
MW OH	JOHN HANCOCK USA-PARS V010625	PARS FT ER PE 06/10 PD 06/16	0054-2131 Employer PARS/ARS Payable	AP061923	52.53	PR2301012		00127534	06/22/2023
MW OH	JOHN HANCOCK USA-PARS V010625	PARS FT ER PE 06/10 PD 06/16	0054-2131 Employer PARS/ARS Payable	AP061923	4.50	PR2301012		00127534	06/22/2023
				Check Total:	2,833.87				
MW OH	JV PLUMBING V011345	WATER LEAK REPAIS	103654-6130 Repair & Maint/Facilities	AP061923	461.00	3683		00127535	06/22/2023
				Check Total:	461.00				
MW OH	KAPPE TERRACINA LLC V012436	JUL-SEP 166 LA JOLLA LEASE PMT	103043-6160 Facility Rental	AP061923	39,128.07	061223		00127536	06/22/2023
				Check Total:	39,128.07				
MW OH	KOA CORPORATION V006654	ENGINEERING DESIGN SVS	332908-6741 Infrastructure - Traffic	AP061923	581.15	JB93058-22	P12652	00127537	06/22/2023
				Check Total:	581.15				
MW OH	KOSMONT TRANSACTIONS V011935	MAY PORTFOLIO MGMT SVS	102020-6099 Professional Services	AP061923	2,746.76	22201.6-0012	P12532	00127538	06/22/2023
				Check Total:	2,746.76				
MW OH	LAMPMAN, JENNIFER V012568	MEETING SUPPLIES	102020-6245 Meetings & Conferences	AP061923	97.39	061923		00127539	06/22/2023

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				Check Total:	97.39				
MW OH	MAKO OVERHEAD DOOR V011736	AUTO SLIDE GATE - ALLEY OLD CH	103066-6301 Special Department Expenses	AP061923	2,743.00	36274	P12922	00127540	06/22/2023
				Check Total:	2,743.00				
MW OH	MARTIN, ARMANDO V011735	MAY ANIMAL REMOVAL SVS	103045-6280 Animal Control Services	AP061923	600.00	0002040	P12515	00127541	06/22/2023
				Check Total:	600.00				
MW OH	MARTINEZ, AUSTIN V004930	PD TRAINING CAR RENTAL REIMB.	213041-6250 Staff Training	AP061923	467.85	MARTINEZ6152		00127542	06/22/2023
				Check Total:	467.85				
MW OH	MC FADDEN-DALE V000635	MAINTENANCE SUPPLIES	103654-6301 Special Department Expenses	AP061923	36.96	507691/5		00127543	06/22/2023
MW OH	MC FADDEN-DALE V000635	MAINTENANCE SUPPLIES	103654-6301 Special Department Expenses	AP061923	112.06	509992/5		00127543	06/22/2023
MW OH	MC FADDEN-DALE V000635	MAINTENANCE SUPPLIES	103654-6301 Special Department Expenses	AP061923	70.60	516073/5		00127543	06/22/2023
MW OH	MC FADDEN-DALE V000635	MAINTENANCE SUPPLIES	103654-6301 Special Department Expenses	AP061923	14.33	516762/5		00127543	06/22/2023
MW OH	MC FADDEN-DALE V000635	MAINTENANCE SUPPLIES	103654-6301 Special Department Expenses	AP061923	39.01	516818/5		00127543	06/22/2023
				Check Total:	272.96				
MW OH	MCCORMACK ROOFING V010022	BUSINESS LICENSE REFUND	0044-2032 SB 1186 BL State Fee	AP061923	4.00	062023		00127544	06/22/2023
MW OH	MCCORMACK ROOFING V010022	BUSINESS LICENSE REFUND	100000-4101 Business License Fees	AP061923	80.00	062023		00127544	06/22/2023
				Check Total:	84.00				
MW OH	MCKESSON MEDICAL- V012321	EMERGENCY MEDICAL SUPPLIES	103066-6362 Emergency Medical Supplies	AP061923	594.76	20745421		00127545	06/22/2023

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				Check Total:	594.76				
MW OH	MENDOZA, SERGIO V012220	PD TRAINING MEALS, MILEAGE	213041-6250 Staff Training	AP061923	31.26	MENDOZA6192		00127546	06/22/2023
				Check Total:	31.26				
MW OH	NATIONAL BUSINESS V000669	FILE CABINET	503040-6301 / 233001-6301 Special Department Expenses	AP061923	988.02	MK594756-TDQ		00127547	06/22/2023
				Check Total:	988.02				
MW OH	NICKEY PETROLEUM V000696	FUEL	103658-6345 Gasoline & Diesel Fuel	AP061923	7,551.35	367628	P12904	00127548	06/22/2023
				Check Total:	7,551.35				
MW OH	NV5 INC V011256	ENGINEERING DESIGN SERVICES	105207-6850 Building & Facilities	AP061923	1,458.75	327581	P12648	00127549	06/22/2023
MW OH	NV5 INC V011256	ENGINEERING DESIGN SERVICES	105209-6850 Building & Facilities	AP061923	1,458.75	327581	P12648	00127549	06/22/2023
				Check Total:	2,917.50				
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP061923	45.58	70065		00127550	06/22/2023
				Check Total:	45.58				
MW OH	OMEGA INDUSTRIAL SUPPLY V011740	GRAFFITI REMOVER	103652-6132 Repair & Maintenance/Streets	AP061923	280.96	150594		00127551	06/22/2023
				Check Total:	280.96				
MW OH	ORANGE COUNTY V000699	OCEA PE 06/10 PD 06/16	0054-2176 PCEA/OCEA Assoc Dues	AP061923	0.35	PR2301012		00127552	06/22/2023
MW OH	ORANGE COUNTY V000699	OCEA PE 06/10 PD 06/16	0048-2176 PCEA/OCEA Assoc Dues	AP061923	13.29	PR2301012		00127552	06/22/2023
MW OH	ORANGE COUNTY V000699	OCEA PE 06/10 PD 06/16	0029-2176 PCEA/OCEA Assoc Dues	AP061923	7.51	PR2301012		00127552	06/22/2023
MW OH	ORANGE COUNTY	OCEA PE 06/10 PD 06/16	0037-2176	AP061923	14.10	PR2301012		00127552	06/22/2023

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	V000699		PCEA/OCEA Assoc Dues						
MW OH	ORANGE COUNTY V000699	OCEA PE 06/10 PD 06/16	0010-2176 PCEA/OCEA Assoc Dues	AP061923	449.85	PR2301012		00127552	06/22/2023
				Check Total:	485.10				
MW OH	ORANGE COUNTY V000698	Q2 2022-23 OCHA/FOG/BMP INSP.	103593-6257 Licenses & Permits	AP061923	30.50	61991		00127553	06/22/2023
				Check Total:	30.50				
MW OH	ORANGE COUNTY V000698	Q3 2022-23 OCHA/FOG/BMP INSP.	103593-6257 Licenses & Permits	AP061923	305.00	62000		00127554	06/22/2023
				Check Total:	305.00				
MW OH	ORANGE COUNTY V007306	MAY PARKING CITATIONS	0044-2038 Parking Fines	AP061923	5,962.00	053123		00127555	06/22/2023
				Check Total:	5,962.00				
MW OH	OSORIO, FELICITAS BAIZA V012232	PERMIT DEPOSIT REEFUND	104071-4385 Facility Rental	AP061923	200.00	2003417.002		00127556	06/22/2023
				Check Total:	200.00				
MW OH	PARS V006999	APR REP-PARS FEES	395083-6025 Third Party Administration	AP061923	400.00	53242		00127557	06/22/2023
MW OH	PARS V006999	APR ARS-PARS FEES	395083-6025 Third Party Administration	AP061923	816.97	53297		00127557	06/22/2023
				Check Total:	1,216.97				
MW OH	PATH V011455	JUN NAV CTR MGMT SVS	784070-6290 Dept. Contract Services	AP061923	137,333.33	800-0623	P12570	00127558	06/22/2023
				Check Total:	137,333.33				
MW OH	PATIO WAREHOUSE INC V012572	PLAN CHECK REIMBURSEMENT FEE	100000-4160 Building Permits	AP061923	275.64	061523		00127559	06/22/2023
				Check Total:	275.64				

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MW OH	PCEA C/O NORTH ORANGE V000679	PCEA PE 06/10 PD 06/16	0010-2176 PCEA/OCEA Assoc Dues	AP061923	38.95	PR2301012		00127560	06/22/2023
MW OH	PCEA C/O NORTH ORANGE V000679	PCEA PE 06/10 PD 06/16	0029-2176 PCEA/OCEA Assoc Dues	AP061923	0.65	PR2301012		00127560	06/22/2023
MW OH	PCEA C/O NORTH ORANGE V000679	PCEA PE 06/10 PD 06/16	0037-2176 PCEA/OCEA Assoc Dues	AP061923	1.22	PR2301012		00127560	06/22/2023
MW OH	PCEA C/O NORTH ORANGE V000679	PCEA PE 06/10 PD 06/16	0048-2176 PCEA/OCEA Assoc Dues	AP061923	1.15	PR2301012		00127560	06/22/2023
MW OH	PCEA C/O NORTH ORANGE V000679	PCEA PE 06/10 PD 06/16	0054-2176 PCEA/OCEA Assoc Dues	AP061923	0.03	PR2301012		00127560	06/22/2023
Check Total:					42.00				
MW OH	PETTY CASH V012043	BUS PASSES - DONATIONS	103041-4705 Donations & Contributions	AP061923	90.00	062023		00127561	06/22/2023
Check Total:					90.00				
MW OH	PLACENTIA-YORBA LINDA V007408	EL DORADO POOL USE	104071-6299 Other Purchased Services	AP061923	713.00	7282		00127562	06/22/2023
Check Total:					713.00				
MW OH	PLACEWORKS V012423	MAY PROFESSIONAL SERVICES	509104-6017 Special Studies	AP061923	5,668.37	81994	P12708	00127563	06/22/2023
Check Total:					5,668.37				
MW OH	PREMIUM ROOFING SYSTEMS V011131	BUSINESS LICENSE REFUND	100000-4101 Business License Fees	AP061923	80.00	062023		00127564	06/22/2023
MW OH	PREMIUM ROOFING SYSTEMS V011131	BUSINESS LICENSE REFUND	0044-2032 SB 1186 BL State Fee	AP061923	4.00	062023		00127564	06/22/2023
Check Total:					84.00				
MW OH	PRUDENTIAL OVERALL V000836	6/7 PW UNIFORM CLEANING SVS	103650-6360 Uniforms	AP061923	178.52	62815936	P12480	00127565	06/22/2023
Check Total:					178.52				

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MW OH	REYES, STEFANIE ACOSTA V011470	TRAINING MILEAGE, MEALS	101515-6250 Staff Training	AP061923	117.71	061423		00127566	06/22/2023
					Check Total:	117.71			
MW OH	RHA LANDSCAPE V011993	2/26-4/25 LA PLACITA PARKETTE	507911-6760 Infrastructure - Parks	AP061923	7,245.00	042519	P12847	00127567	06/22/2023
					Check Total:	7,245.00			
MW OH	RING CENTRAL INC V012026	JUN PHONE SYSTEM SERVICE	101523-6136 Software Maintenance	AP061923	231.24	CD_000598640	P12789	00127568	06/22/2023
MW OH	RING CENTRAL INC V012026	JUN PHONE SYSTEM SERVICE	101523-6136 Software Maintenance	AP061923	7,372.57	CD_000598640	P12924	00127568	06/22/2023
					Check Total:	7,603.81			
MW OH	SAGECREST PLANNING ANDMAY BLDG PLAN CHECK SERVICES V010576		102532-6290 Dept. Contract Services	AP061923	26,280.00	4155	P12603	00127569	06/22/2023
					Check Total:	26,280.00			
MW OH	SECO ELECTRIC & LIGHTING V010182	STREET LIGHTING CONCRETE LID	103652-6301 Special Department Expenses	AP061923	84.71	8019		00127570	06/22/2023
					Check Total:	84.71			
MW OH	SMARTCOVER SYSTEMS V010957	2/17 REP. - MH 4103 NEWCASTLE	484356-6120 R & M/Sewer & Storm Drain	AP061923	1,473.67	26032		00127571	06/22/2023
					Check Total:	1,473.67			
MW OH	SOUTHERN CALIFORNIA V000910	MAY-JUN ELECTRIC CHARGES	296561-6330 Electricity	AP061923	159.42	061523		00127572	06/22/2023
MW OH	SOUTHERN CALIFORNIA V000910	MAY-JUN ELECTRIC CHARGES	109595-6330 Electricity	AP061923	17,396.59	061523		00127572	06/22/2023
MW OH	SOUTHERN CALIFORNIA V000910	MAY-JUN ELECTRIC CHARGES	109595-6330 / 21010-6330 Electricity	AP061923	13.83	061523		00127572	06/22/2023
MW OH	SOUTHERN CALIFORNIA V000910	MAY-JUN ELECTRIC CHARGES	109595-6330 / 21009-6330 Electricity	AP061923	77.85	061523		00127572	06/22/2023

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				Check Total:	17,647.69				
MW OH	STERICYCLE V000905	MAY SHREDDING SERVICES	374386-6299 Other Purchased Services	AP061923	455.97	8004077730		00127573	06/22/2023
				Check Total:	455.97				
MW OH	SWANK MOTION PICTURES V004927	6/30 MOVIE IN THE PARK LICENCE	104071-6299 / 79397-6299 Other Purchased Services	AP061923	685.00	BO 2021433		00127574	06/22/2023
				Check Total:	685.00				
MW OH	TAIT ENVIRONMENTAL V012524	FUEL FILTERING /TANK CLEANING	103658-6137 Repair Maint/Equipment	AP061923	1,695.00	894004	P12840	00127575	06/22/2023
				Check Total:	1,695.00				
MW OH	THE SAUCE CREATIVE V007476	SUMMER CONCERTS/MOVIE FLYERSI	04071-6230 Printing & Binding	AP061923	198.13	6201		00127576	06/22/2023
MW OH	THE SAUCE CREATIVE V007476	SUMMER CONCERTS/MOVIE FLYERSI	04071-6230 Printing & Binding	AP061923	1,600.69	6206		00127576	06/22/2023
				Check Total:	1,798.82				
MW OH	THINKSUPPLIES.COM V007047	STAMP "FY 2023-24"	109595-6315 Office Supplies	AP061923	41.13	70035		00127577	06/22/2023
MW OH	THINKSUPPLIES.COM V007047	PAPER	109595-6315 Office Supplies	AP061923	217.46	70050		00127577	06/22/2023
				Check Total:	258.59				
MW OH	TITAN ENVIRONMENTAL V011743	ASBESTOS SURVEY 101 W SANTA FE	103593-6099 Professional Services	AP061923	830.00	1110444		00127578	06/22/2023
				Check Total:	830.00				
MW OH	TOTUM CORP V010229	MAY SIFI CONST INSPECTION SVS	103551-6099 Professional Services	AP061923	17,402.88	206124	P12466	00127579	06/22/2023
MW OH	TOTUM CORP V010229	MAY PSC - CONST INSPECTION SVS	105213-6850 / 229999-6850 Building & Facilities	AP061923	36,175.00	206126	P12762	00127579	06/22/2023

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				Check Total:	53,577.88				
MW OH	TTS ENGINEERING INC V012466	APR PSC - CONSTRUCTION SVS	105213-6850 / 229999-6850 Building & Facilities	AP061923	365,275.00	23301-4	P12777	00127580	06/22/2023
				Check Total:	365,275.00				
MW OH	TURBO DATA SYSTEMS INC V001238	MAY PARKING CITATION PROCESS	103047-6290 Dept. Contract Services	AP061923	1,658.61	40308		00127581	06/22/2023
				Check Total:	1,658.61				
MW OH	UPS V009248	SHIPPING	101523-6315 Office Supplies	AP061923	7.53	0000A8D089193		00127582	06/22/2023
MW OH	UPS V009248	SHIPPING	102534-6325 Postage	AP061923	19.08	0000A8D89233		00127582	06/22/2023
				Check Total:	26.61				
MW OH	US BANK PARS #6746022400 V008781	PARS EE/ER PE 06/10 PD 06/16	0010-2126 Employee PARS/ARS W/H	AP061923	1,676.10	PR2301012		00127583	06/22/2023
MW OH	US BANK PARS #6746022400 V008781	PARS EE/ER PE 06/10 PD 06/16	0010-2131 Employer PARS/ARS Payable	AP061923	1,676.10	PR2301012		00127583	06/22/2023
				Check Total:	3,352.20				
MW OH	WAXIE SANITARY SUPPLY V001132	SANITARY SUPPLIES	103654-6130 Repair & Maint/Facilities	AP061923	429.72	81657714		00127584	06/22/2023
				Check Total:	429.72				
MW OH	YORBA LINDA WATER V001148	APR-MAY WATER CHARGES	109595-6335 Water	AP061923	266.41	061423		00127585	06/22/2023
				Check Total:	266.41				
MW OH	ALL CITY MANAGEMENT V000005	5/28-6/10 CROSSING GUARD SVS	103047-6290 Dept. Contract Services	AP062623	3,988.44	86355	P12461	00127586	06/29/2023
				Check Total:	3,988.44				
MW OH	ALLIANCE BUSINESS	JUN FD FIBER INTERNET	109595-6215	AP062623	1,396.26	2638784		00127587	06/29/2023

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	V011660		Telephone/Internet						
				Check Total:	1,396.26				
MW OH	ALTA PLANNING + DESIGN V012171	JAN ENGINEERING DESIGN SVS	692003-6741 Infrastructure - Traffic	AP062623	185.12	00-2021-133-15	P12703	00127588	06/29/2023
MW OH	ALTA PLANNING + DESIGN V012171	JAN ENGINEERING DESIGN SVS	502003-6741 Infrastructure - Traffic	AP062623	740.50	00-2021-133-15	P12703	00127588	06/29/2023
MW OH	ALTA PLANNING + DESIGN V012171	FEB ENGINEERING DESIGN SVS	502003-6741 Infrastructure - Traffic	AP062623	3,505.46	00-2021-133-16	P12703	00127588	06/29/2023
MW OH	ALTA PLANNING + DESIGN V012171	FEB ENGINEERING DESIGN SVS	692003-6741 Infrastructure - Traffic	AP062623	876.36	00-2021-133-16	P12703	00127588	06/29/2023
MW OH	ALTA PLANNING + DESIGN V012171	MAR ENGINEERING DESIGN SVS	502003-6741 Infrastructure - Traffic	AP062623	8,369.10	00-2021-133-17	P12703	00127588	06/29/2023
MW OH	ALTA PLANNING + DESIGN V012171	MAR ENGINEERING DESIGN SVS	692003-6741 Infrastructure - Traffic	AP062623	2,092.28	00-2021-133-17	P12703	00127588	06/29/2023
MW OH	ALTA PLANNING + DESIGN V012171	APR ENGINEERING DESIGN SVS	692003-6741 Infrastructure - Traffic	AP062623	853.42	00-2021-133-18	P12703	00127588	06/29/2023
MW OH	ALTA PLANNING + DESIGN V012171	APR ENGINEERING DESIGN SVS	502003-6741 Infrastructure - Traffic	AP062623	3,413.69	00-2021-133-18	P12703	00127588	06/29/2023
MW OH	ALTA PLANNING + DESIGN V012171	MAY ENGINEERING DESIGN SVS	692003-6741 Infrastructure - Traffic	AP062623	17.41	00-2021-133-19	P12703	00127588	06/29/2023
MW OH	ALTA PLANNING + DESIGN V012171	MAY ENGINEERING DESIGN SVS	502003-6741 Infrastructure - Traffic	AP062623	69.65	00-2021-133-19	P12703	00127588	06/29/2023
				Check Total:	20,122.99				
MW OH	AMAZON CAPITAL SERVICES V012336	BD KITCHEN SUPPLIES	103066-6301 Special Department Expenses	AP062623	96.78	1473-FXTG-		00127589	06/29/2023
MW OH	AMAZON CAPITAL SERVICES V012336	OFFICE SUPPLIES	103066-6301 Special Department Expenses	AP062623	245.21	164X-WKC9-		00127589	06/29/2023
MW OH	AMAZON CAPITAL SERVICES	OLD CH FILE CABINETS	103065-6301	AP062623	1,650.17	17RY-YD1R-		00127589	06/29/2023

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	V012336		Special Department Expenses						
MW OH	AMAZON CAPITAL SERVICES V012336	TINY TOTS PROGRAM SUPPLIES	104071-6301 / 22401-6301 Special Department Expenses	AP062623	401.23	19NK-X6FL-		00127589	06/29/2023
MW OH	AMAZON CAPITAL SERVICES V012336	SD BADGE HOLDERS	103658-6301 Special Department Expenses	AP062623	7.55	1CPT-WKCT-		00127589	06/29/2023
MW OH	AMAZON CAPITAL SERVICES V012336	HEAVY DUTY GLOVES	103066-6301 Special Department Expenses	AP062623	142.03	1CTL-YX9K-		00127589	06/29/2023
MW OH	AMAZON CAPITAL SERVICES V012336	SD KITCHEN SUPPLIES	103066-6301 Special Department Expenses	AP062623	29.26	1MGN-HGTW-		00127589	06/29/2023
MW OH	AMAZON CAPITAL SERVICES V012336	OFFICE SUPPLIES	103066-6301 Special Department Expenses	AP062623	406.66	1MJR-D91X-		00127589	06/29/2023
MW OH	AMAZON CAPITAL SERVICES V012336	SD KITCHEN SUPPLIES	103066-6301 Special Department Expenses	AP062623	540.67	1QNQ-G1TY-		00127589	06/29/2023
MW OH	AMAZON CAPITAL SERVICES V012336	CLEANING SUPPLIES	103066-6301 Special Department Expenses	AP062623	64.83	1TDQ-6K13-		00127589	06/29/2023
MW OH	AMAZON CAPITAL SERVICES V012336	STORAGE CABINET	103066-6301 Special Department Expenses	AP062623	149.82	1VFQ-JTVN-		00127589	06/29/2023
MW OH	AMAZON CAPITAL SERVICES V012336	SD UNDER SINK ORGANIZER	103066-6301 Special Department Expenses	AP062623	73.93	1VVV-KNDY-		00127589	06/29/2023
MW OH	AMAZON CAPITAL SERVICES V012336	STORAGE BINS	103066-6362 Emergency Medical Supplies	AP062623	273.37	1VVV-KNDY-		00127589	06/29/2023
				Check Total:	4,081.51				
MW OH	AT & T V008736	6/13-7/12 KOCH PARK INTERNET	109595-6215 Telephone/Internet	AP062623	53.50	KP JUNE 23		00127590	06/29/2023
				Check Total:	53.50				
MW OH	AT & T MOBILITY V008709	6/8-7/7 IPAD INTERNET	109595-6215 Telephone/Internet	AP062623	6.78	X06152023		00127591	06/29/2023
				Check Total:	6.78				

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MW OH	AT&T V004144	MAY-JUN PHONE CHARGES	296561-6215 Telephone/Internet	AP062623	786.45	063023		00127592	06/29/2023
MW OH	AT&T V004144	MAY-JUN PHONE CHARGES	109595-6215 Telephone/Internet	AP062623	5,671.94	063023		00127592	06/29/2023
Check Total:					6,458.39				
MW OH	AVENUE INSIGHTS & V012574	10-12/2022 UTILITY USER TAX	102020-6099 Professional Services	AP062623	2,500.00	INV06-016317	P12941	00127593	06/29/2023
MW OH	AVENUE INSIGHTS & V012574	01-03/2023 UTILITY USER TAX	102020-6099 Professional Services	AP062623	2,500.00	INV06-016317	P12941	00127593	06/29/2023
Check Total:					5,000.00				
MW OH	BIGGS CARDOSA V010461	MAY ENGINEERING SVS	331801-6740 Infrastructure - Streets	AP062623	6,083.13	86506	P12642	00127594	06/29/2023
Check Total:					6,083.13				
MW OH	BRENNAN ESTIMATING V011259	FIRE SPRINKLER SYS, DRAIN	784070-6999 Other Expenditure	AP062623	14,735.00	10395	P12946	00127595	06/29/2023
Check Total:					14,735.00				
MW OH	BUCHALTER V012337	FEB LITIGATION SERVICES	101005-6006 Litigation	AP062623	10,576.50	1196110	P12753	00127596	06/29/2023
MW OH	BUCHALTER V012337	MAR LITIGATION SERVICES	101005-6006 Litigation	AP062623	13,789.60	1202203	P12753	00127596	06/29/2023
MW OH	BUCHALTER V012337	APR LITIGATION SERVICES	101005-6006 Litigation	AP062623	6,700.50	1211670	P12753	00127596	06/29/2023
MW OH	BUCHALTER V012337	MAY LITIGATION SERVICES	101005-6006 Litigation	AP062623	8,593.50	1215242	P12753	00127596	06/29/2023
Check Total:					39,660.10				
MW OH	CANON FINANCIAL SERVICES V008979	35N COLOR COPIER USAGE	109595-6175 Office Equipment Rental	AP062623	21.40	30660267		00127597	06/29/2023
MW OH	CANON FINANCIAL SERVICES	35N COPIER USAGE	109595-6175	AP062623	3,217.49	30660268		00127597	06/29/2023

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	V008979		Office Equipment Rental						
				Check Total:	3,238.89				
MW OH	CARL WARREN & CO V008011	JUN PROFESSIONAL SERVICES	404582-6025 Third Party Administration	AP062623	1,661.00	CWC-2033440		00127598	06/29/2023
				Check Total:	1,661.00				
MW OH	CASTRO, ADAM V012250	TOOLS REIMBURSEMENT	103658-6350 Small Tools/Equipment	AP062623	500.00	062623		00127599	06/29/2023
				Check Total:	500.00				
MW OH	CCP INDUSTRIES INC V010526	MAINTENANCE SUPPLIES	103654-6301 Special Department Expenses	AP062623	54.38	IN03293132		00127600	06/29/2023
				Check Total:	54.38				
MW OH	CHARTER COMMUNICATIONS V004450	6/14-7/13 PD FIBER INTERNET	109595-6215 Telephone/Internet	AP062623	619.00	0528002061423		00127601	06/29/2023
MW OH	CHARTER COMMUNICATIONS V004450	6/14-7/13 NEIGHBORHOOD SVS INT	109595-6215 Telephone/Internet	AP062623	138.94	0619546061423		00127601	06/29/2023
MW OH	CHARTER COMMUNICATIONS V004450	6/12-7/11 BACKS BLDG INTERNET	109595-6215 Telephone/Internet	AP062623	299.98	0629685061223		00127601	06/29/2023
				Check Total:	1,057.92				
MW OH	COAST EMS LLC V011441	EMERGENCY MEDICAL SUPPLIES	103066-6362 Emergency Medical Supples	AP062623	424.13	13103		00127602	06/29/2023
				Check Total:	424.13				
MW OH	CSG CONSULTANTS INC V011609	5/9-5/25 FD PLAN INSPECT SVS	102532-6050 Fire Plan Check Services	AP062623	1,610.00	51381	P12547	00127603	06/29/2023
MW OH	CSG CONSULTANTS INC V011609	5/1-5/25 FIRE INSPECTION SVS	102532-6290 Dept. Contract Services	AP062623	27,840.00	51467	P12547	00127603	06/29/2023
				Check Total:	29,450.00				
MW OH	DELL MARKETING L.P.	LAPTOP	503040-6301 / 233001-6301	AP062623	1,342.43	10679739018		00127604	06/29/2023

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	V000301		Special Department Expenses					
				Check Total:	1,342.43			
MW OH	DENNIS GRUBB & V012137	FIRE PLAN CHECK SERVICES	102532-6050 Fire Plan Check Services	AP062623	1,310.00 3178		00127605	06/29/2023
MW OH	DENNIS GRUBB & V012137	6/7-15 FD INSPECTIONS SVS	103066-6290 Dept. Contract Services	AP062623	2,750.00 3179	P12571	00127605	06/29/2023
				Check Total:	4,060.00			
MW OH	DEWEY PEST CONTROL V012577	NAVIGATION CTR - FUMIGATION	784070-6999 Other Expenditure	AP062623	16,000.00 31754	P12945	00127606	06/29/2023
				Check Total:	16,000.00			
MW OH	DFS FLOORING INC V000099	APR CARPET CLEANING SVS	103654-6301 Special Department Expenses	AP062623	709.00 309757-22	P12465	00127607	06/29/2023
MW OH	DFS FLOORING INC V000099	MAY CARPET CLEANING SVS	103654-6301 Special Department Expenses	AP062623	709.00 309757-23	P12465	00127607	06/29/2023
				Check Total:	1,418.00			
MW OH	DON'S DRAPERY SERVICE INC V012548	SCREEN SHADES	103040-6855 Furniture & Fixtures	AP062623	352.19 6456		00127608	06/29/2023
MW OH	DON'S DRAPERY SERVICE INC V012548	SCREEN SHADES	103040-6855 Furniture & Fixtures	AP062623	469.58 6547		00127608	06/29/2023
				Check Total:	821.77			
MW OH	DUNN-EDWARDS CORP V000307	PAINT SUPPLIES	103654-6130 Repair & Maint/Facilities	AP062623	86.80 2058519045		00127609	06/29/2023
				Check Total:	86.80			
MW OH	EMI J TANAKA LCSW V012365	BL 930005719 OVERPMT REFUND	100000-4101 Business License Fees	AP062623	193.00 06202023		00127610	06/29/2023
MW OH	EMI J TANAKA LCSW V012365	BL 930005681 OVERPMT REFUND	100000-4101 Business License Fees	AP062623	193.00 06202023B		00127610	06/29/2023

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				Check Total:	386.00				
MW OH	FAIRWAY FORD V000376	MAY VEHICLE REBATE PROGRAM	102534-6363 Resident Vehicle Rebate Prog	AP062623	2,000.00	MAY, 2023		00127611	06/29/2023
				Check Total:	2,000.00				
MW OH	FASTSIGNS OF FULLERTON V011616	OVERCHG PLAN CHECK FEE REFUND	000000-4160 Building Permits	AP062623	57.92	062023		00127612	06/29/2023
				Check Total:	57.92				
MW OH	FIREFIGHTERS SAFETY V011346	FD UNIFORMS	103065-6360 Uniforms	AP062623	2,103.12	29365		00127613	06/29/2023
				Check Total:	2,103.12				
MW OH	FIREMAN'S GRAPHIC'S V011955	PASSPORT #S, HELMET STICKERS	103066-6361 Personal Protection Equipment	AP062623	77.41	803706		00127614	06/29/2023
				Check Total:	77.41				
MW OH	FIRST FOUNDATION V012451	INTEREST	105525-6915 Interest/Bonds/COP's/Leases	AP062623	20,594.20	30329100-JUN23		00127615	06/29/2023
				Check Total:	20,594.20				
MW OH	FIS V008518	CREDIT CARDS TRANSACTION FEES	102020-6025 Third Party Administration	AP062623	571.03	34695642		00127616	06/29/2023
				Check Total:	571.03				
MW OH	FM THOMAS AIR V010634	HVAC MAINT/REPAIRS	103654-6290 Dept. Contract Services	AP062623	16,677.13	45161	P12468	00127617	06/29/2023
MW OH	FM THOMAS AIR V010634	HVAC MAINT/REPAIRS	103654-6290 Dept. Contract Services	AP062623	1,009.44	45207	P12468	00127617	06/29/2023
MW OH	FM THOMAS AIR V010634	HVAC MAINT/REPAIRS	103654-6290 Dept. Contract Services	AP062623	767.61	45290	P12468	00127617	06/29/2023
MW OH	FM THOMAS AIR V010634	HVAC MAINT/REPAIRS	103654-6290 Dept. Contract Services	AP062623	4,025.24	45291	P12468	00127617	06/29/2023
MW OH	FM THOMAS AIR	HVAC MAINT/REPAIRS	103654-6290	AP062623	219.63	45331	P12468	00127617	06/29/2023

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010634		Dept. Contract Services						
				Check Total:	22,699.05				
MW OH	FOREMOST PROMOTIONS V011024	PD PROMOTIONAL ITEMS	503040-6301 / 50015-6301 Special Department Expenses	AP062623	3,854.97	S-2024436	P12902	00127618	06/29/2023
MW OH	FOREMOST PROMOTIONS V011024	POLICE OFFICER SMILEY PENS	503040-6301 / 233001-6301 Special Department Expenses	AP062623	5,165.63	S--2024533	P12943	00127618	06/29/2023
				Check Total:	9,020.60				
MW OH	GALLS LLC V000438	DISPATCH UNIFORMS	101515-6360 Uniforms	AP062623	565.94	024792789		00127619	06/29/2023
				Check Total:	565.94				
MW OH	GLOBAL BUILDERS INC V012514	CONSTRUCTION SERVICES	302534-6401 Community Programs	AP062623	12,518.72	2023-2-3	P12831	00127620	06/29/2023
				Check Total:	12,518.72				
MW OH	GOLDEN STATE WATER V000928	MAY-JUN WATER CHARGES	109595-6335 Water	AP062623	2,876.78	062023		00127621	06/29/2023
MW OH	GOLDEN STATE WATER V000928	MAY-JUN WATER CHARGES	296561-6335 Water	AP062623	131.60	062023		00127621	06/29/2023
				Check Total:	3,008.38				
MW OH	HERREN, MATT V009898	PD TRAINING MEALS, MILEAGE	213041-6250 Staff Training	AP062623	62.00	HERREN062223		00127622	06/29/2023
				Check Total:	62.00				
MW OH	HF&H CONSULTANTS LLC V010575	MAY SB 1383 CONSULTING SVS	374386-6099 Professional Services	AP062623	2,046.25	9720305	P12686	00127623	06/29/2023
MW OH	HF&H CONSULTANTS LLC V010575	MAY SW BENCHMARK STUDY	103550-6099 Professional Services	AP062623	2,517.00	9720312	P12802	00127623	06/29/2023
				Check Total:	4,563.25				
MW OH	HI-WAY SAFETY RENTALS	NO PARKING SIGN	103652-6301	AP062623	699.74	142953		00127624	06/29/2023

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000459		Special Department Expenses						
MW OH	HI-WAY SAFETY RENTALS V000459	TRAFFIC SIGN, GRAFFITI OVERLAY	103652-6310 Street Signs	AP062623	141.11	143972		00127624	06/29/2023
MW OH	HI-WAY SAFETY RENTALS V000459	PARK RULES SIGN	697303-6760 Infrastructure - Parks	AP062623	7,985.91	140264	P12933	00127624	06/29/2023
MW OH	HI-WAY SAFETY RENTALS V000459	PARK SIGNS POLES, BRACKETS	697303-6760 Infrastructure - Parks	AP062623	6,086.29	140265	P12933	00127624	06/29/2023
Check Total:					14,913.05				
MW OH	HINDERLITER DE LLAMAS V000465	&APR-JUN TRANSACTION TAX AUDIT	102020-6099 Professional Services	AP062623	469.65	SIN029114	P12593	00127625	06/29/2023
Check Total:					469.65				
MW OH	IPERMIT V012576	DOUBLE PERMIT - 50% REFUND	102532-4166 Heat/Ventilation Air Cond	AP062623	42.50	062023		00127626	06/29/2023
MW OH	IPERMIT V012576	DOUBLE PERMIT - 50% REFUND	740000-4302 General Plan Update Fee	AP062623	15.00	062023		00127626	06/29/2023
MW OH	IPERMIT V012576	DOUBLE PERMIT - 50% REFUND	750000-4303 Technology Fee	AP062623	8.75	062023		00127626	06/29/2023
MW OH	IPERMIT V012576	DOUBLE PERMIT - 50% REFUND	0044-2049 Health & Safety Collection	AP062623	2.50	062023		00127626	06/29/2023
Check Total:					68.75				
MW OH	IRVINE, JEFFREY V009851	PD TRAINING MEALS, MILEAGE	213041-6250 Staff Training	AP062623	36.00	IRVINE062623		00127627	06/29/2023
Check Total:					36.00				
MW OH	JOHN L HUNTER & V009056	MAY NPDES CONSULTING SVS	103593-6099 Professional Services	AP062623	2,626.25	PLA1MS412305	P12470	00127628	06/29/2023
Check Total:					2,626.25				
MW OH	JONES & MAYER V009822	MAY LITIGATION SERVICES	101005-6006 Litigation	AP062623	121.88	11615		00127629	06/29/2023

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	JONES & MAYER V009822	MAY LITIGATION SERVICES	101005-6006 Litigation	AP062623	6,069.89	116494		00127629	06/29/2023
MW OH	JONES & MAYER V009822	MAY LEGAL SERVICES	101005-6005 Legal Services	AP062623	463.16	116495		00127629	06/29/2023
MW OH	JONES & MAYER V009822	MAY LEGAL SERVICES	101005-6005 Legal Services	AP062623	1,264.99	116497		00127629	06/29/2023
MW OH	JONES & MAYER V009822	MAY LITIGATION SERVICES	101005-6006 Litigation	AP062623	1,807.21	116501		00127629	06/29/2023
MW OH	JONES & MAYER V009822	MAY LITIGATION SERVICES	101005-6006 Litigation	AP062623	463.16	116507		00127629	06/29/2023
MW OH	JONES & MAYER V009822	MAY LITIGATION SERVICES	101005-6006 Litigation	AP062623	341.28	116508		00127629	06/29/2023
MW OH	JONES & MAYER V009822	MAY LITIGATION SERVICES	101005-6006 Litigation	AP062623	50.79	116510		00127629	06/29/2023
MW OH	JONES & MAYER V009822	MAY LEGAL SERVICES	101005-6005 Legal Services	AP062623	2,598.48	116513		00127629	06/29/2023
MW OH	JONES & MAYER V009822	MAY PROFESSIONAL SERVICES	547525-6005 Legal Services	AP062623	73.13	116516		00127629	06/29/2023
MW OH	JONES & MAYER V009822	RETAINER	101005-6005 Legal Services	AP062623	48,409.95	116654		00127629	06/29/2023
Check Total:					61,663.92				
MW OH	LEADSONLINE LLC V012207	INVESTIGATIVE SOFTWARE	103042-6290 Dept. Contract Services	AP062623	6,031.00	40591		00127630	06/29/2023
Check Total:					6,031.00				
MW OH	LEHR AUTO V009930	STRIP PSO VEHICLE	213041-6840 Machinery & Equipment	AP062623	630.00	SI89003		00127631	06/29/2023
MW OH	LEHR AUTO V009930	FD VEHICLE REP. - BATTALION 1	103066-6134 Vehicle Repair & Maintenance	AP062623	1,092.35	SI89005		00127631	06/29/2023
MW OH	LEHR AUTO	OUTFIT PD UNIT 21	108303-6840 / 229999-6840	AP062623	19,208.37	SI88761	P12931	00127631	06/29/2023

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V009930		Machinery & Equipment						
				Check Total:	20,930.72				
MW OH	LN CURTIS & SONS V011267	PD UNIFORMS - BUTTS	103040-6360 Uniforms	AP062623	1,045.27	INV715231		00127632	06/29/2023
				Check Total:	1,045.27				
MW OH	LOMELI, CATHY V011463	FD TRAINING MEALS, TRAVEL	103065-6245 Meetings & Conferences	AP062623	233.61	060323		00127633	06/29/2023
				Check Total:	233.61				
MW OH	MC FADDEN-DALE V000635	MAINTENANCE SUPPLIES	103654-6301 Special Department Expenses	AP062623	52.04	516845/5		00127634	06/29/2023
MW OH	MC FADDEN-DALE V000635	MAINTENANCE SUPPLIES	103654-6301 Special Department Expenses	AP062623	8.51	517113/5		00127634	06/29/2023
				Check Total:	60.55				
MW OH	MICHAEL BAKER V010699	APR SDMP CONSULTING SVS	794201-6751 Infrastructure - Storm Drain	AP062623	31,453.50	1179068	P12538	00127635	06/29/2023
MW OH	MICHAEL BAKER V010699	MAY SDMP CONSULTING SVS	794201-6751 Infrastructure - Storm Drain	AP062623	29,326.25	1182426	P12538	00127635	06/29/2023
				Check Total:	60,779.75				
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP062623	87.24	70071		00127636	06/29/2023
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP062623	43.48	70075		00127636	06/29/2023
				Check Total:	130.72				
MW OH	ORANGE CENTRAL KOREAN SENIOR CTR ACTIVITIES SUPPLIES V012579		104079-6301 Special Department Expenses	AP062623	589.10	05302023		00127637	06/29/2023
				Check Total:	589.10				
MW OH	ORANGE COUNTY	4QTR ANIMAL SHELTER CONST	103045-6130	AP062623	15,473.37	AC2390086	P12620	00127638	06/29/2023

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V007306		Repair & Maint/Facilities						
				Check Total:	15,473.37				
MW OH	PACIFIC EMBROIDERY V008348	COMMUNITY SVS UNIFORMS	104071-6360 Uniforms	AP062623	1,241.28	88745		00127639	06/29/2023
				Check Total:	1,241.28				
MW OH	PRINCIPAL FINANCIAL V000844	JUL 2023 LIFE INSURANCE	109595-5110 Life Ins Allocation	AP062623	1,156.54	124125313000-01		00127640	06/29/2023
MW OH	PRINCIPAL FINANCIAL V000844	JUL 2023 LIFE INSURANCE	395083-5163 Life Insurance Premiums	AP062623	390.40	124125313000-01		00127640	06/29/2023
MW OH	PRINCIPAL FINANCIAL V000844	LIFE INSURANCE - A. BURNETT	109595-5110 Life Ins Allocation	AP062623	306.00	6259217		00127640	06/29/2023
				Check Total:	1,852.94				
MW OH	PRUDENTIAL OVERALL V000836	6/14 PW UNIFORM CLEANING SVS	103650-6360 Uniforms	AP062623	163.29	62817812	P12480	00127641	06/29/2023
				Check Total:	163.29				
MW OH	QUENCH USA V012472	JUN PD WATER/ICE MACHINE RENT	103041-6301 Special Department Expenses	AP062623	170.80	INV05821151		00127642	06/29/2023
				Check Total:	170.80				
MW OH	RANGER INDUSTRIES LLC V011449	CHALLENGE COINS	101515-6301 Special Department Expenses	AP062623	1,015.00	1015775		00127643	06/29/2023
				Check Total:	1,015.00				
MW OH	REWARD, TAYLOR V011038	PD TRAINING MEALS	213041-6250 Staff Training	AP062623	333.00	REWARD061923		00127644	06/29/2023
				Check Total:	333.00				
MW OH	RIO HONDO COLLEGE V001894	DISPATCHER TRAINING COURSE	101515-6250 Staff Training	AP062623	280.00	062823		00127645	06/29/2023
				Check Total:	280.00				

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	RODRIGUEZ, DONNA V005014	FEB-MAY SERVICES	0044-2063 Placentia Community Chorus	AP062623	520.00	06142023		00127646	06/29/2023
					Check Total:	520.00			
MW OH	SANTIAGO ROOFING V001614	ROOFIND BOND REFUND	0044-2033 Construction & Demo Deposit	AP062623	100.00	30-23-329		00127647	06/29/2023
					Check Total:	100.00			
MW OH	SECO ELECTRIC & LIGHTING V010182	LAMP	103654-6301 Special Department Expenses	AP062623	1,348.28	7594		00127648	06/29/2023
MW OH	SECO ELECTRIC & LIGHTING V010182	LAMP	103654-6301 Special Department Expenses	AP062623	229.03	7814		00127648	06/29/2023
MW OH	SECO ELECTRIC & LIGHTING V010182	PLL-24 LIGHTS	103654-6301 Special Department Expenses	AP062623	42.85	8037		00127648	06/29/2023
					Check Total:	1,620.16			
MW OH	SELBERT PERKINS DESIGN V012172	MAY WAYFINDING DESIGN SVS	709201-6770 Infrastructure - Major Studies	AP062623	900.00	20230511	P12539	00127649	06/29/2023
MW OH	SELBERT PERKINS DESIGN V012172	MAY WAYFINDING DESIGN SVS	729201-6770 Infrastructure - Major Studies	AP062623	900.00	20230511	P12539	00127649	06/29/2023
					Check Total:	1,800.00			
MW OH	SIMMONS, PETER V007953	WEB HOSTING EXPENSES - REIMB.	0044-2063 Placentia Community Chorus	AP062623	109.00	061523		00127650	06/29/2023
					Check Total:	109.00			
MW OH	SO CAL GAS V000909	MAY-JUN GAS CHARGES	109595-6340 Natural Gas	AP062623	183.48	062023		00127651	06/29/2023
					Check Total:	183.48			
MW OH	SOUTHERN CALIFORNIA V000910	MAY-JUN ELECTRIC CHARGES	109595-6330 / 21011-6330 Electricity	AP062623	179.07	062023		00127652	06/29/2023
MW OH	SOUTHERN CALIFORNIA V000910	MAY-JUN ELECTRIC CHARGES	109595-6330 Electricity	AP062623	4,310.48	062023		00127652	06/29/2023

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	4,489.55				
MW OH	TECHNICOLOR PRINTING V010386	AQUATICS UNIFORMS FOR SUMMER	104071-6360 Uniforms	AP062623	353.55	7936		00127653	06/29/2023
				Check Total:	353.55				
MW OH	THINKSUPPLIES.COM V007047	PAPER	109595-6315 Office Supplies	AP062623	163.09	70061		00127654	06/29/2023
				Check Total:	163.09				
MW OH	TRANSTECH ENGINEERS INC V011220	MAY ENGINEERING DESIGN SVS	501301-6740 Infrastructure - Streets	AP062623	7,048.00	20233360	P12631	00127655	06/29/2023
MW OH	TRANSTECH ENGINEERS INC V011220	MAY ENGINEERING DESIGN SVS	791301-6740 Infrastructure - Streets	AP062623	1,762.00	20233360	P12631	00127655	06/29/2023
MW OH	TRANSTECH ENGINEERS INC V011220	OCT CM/INSPECTION SERVICES	332908-6741 Infrastructure - Traffic	AP062623	2,340.00	20222234R1	P12664	00127655	06/29/2023
				Check Total:	11,150.00				
MW OH	TRILLIUM CNG (1720) V007952	CNG FUEL	103658-6345 Gasoline & Diesel Fuel	AP062623	39.72	23564923		00127656	06/29/2023
MW OH	TRILLIUM CNG (1720) V007952	CNG FUEL	103658-6345 Gasoline & Diesel Fuel	AP062623	212.94	23604103		00127656	06/29/2023
MW OH	TRILLIUM CNG (1720) V007952	CNG FUEL	103658-6345 Gasoline & Diesel Fuel	AP062623	78.53	23765990		00127656	06/29/2023
				Check Total:	331.19				
MW OH	WELLS FARGO VENDOR FIN V010076	6/15-7/14 COPIER SERVICES	109595-6175 Office Equipment Rental	AP062623	219.89	5025329994	P12928	00127657	06/29/2023
MW OH	WELLS FARGO VENDOR FIN V010076	6/15-7/14 PRINTERS SERVICES	109595-6175 Office Equipment Rental	AP062623	5,216.89	5025329995	P12928	00127657	06/29/2023
				Check Total:	5,436.78				
MW OH	YUAN, JIAN V012575	CANCELLATION DAY CAMPS	104071-4346 Festival Revenue	AP062623	2,620.00	061523		00127658	06/29/2023

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	2,620.00				
MW OH	NGUYEN, MEGGIE T. V012582	PR# 013, RETURNED DIRECT DEP.	0010-1101 General Checking with Bank	AP063023	300.03	PR2301013		00127659	07/03/2023
				Check Total:	300.03				
				Type Total:	1,253,452.81				
				Check Total:	1,253,452.81				

City of Placentia

**ACH Check Register
For 07/11//2023**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
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Grand Total: 445,476.39

Check Totals by ID

AP	445,476.39
EP	0.00
IP	0.00
OP	0.00

Void Total: 0.00

Check Total: 445,476.39

Fund Name	<u>Check Totals by Fund</u>
101-General Fund (0010)	367,873.13
208-Sccssr Agency Ret Oblg (0054)	1,188.78
227-Explorer Grant NOC (0076)	176.11
228-NOC-Public Safety Grant(0061)	4,102.25
229-Comm Trans Hous Grant (0062)	1.58
231-Placentia Reg Nav Cent(0078)	563.22
240-Sewer Construction (0024)	1,512.78
265-Landscape Maintenance (0029)	983.42
275-Sewer Maintenance (0048)	5,426.96
501-Refuse Administration (0037)	3,414.58
601-Employee Health & Wlfre (0039)	60,233.58
Check Total:	445,476.39

ACH Payroll Direct Deposit for 06/30/2023: 565,616.61

Electronic Disbursement Total: 1,011,093.00

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	PLACENTIA FIREFIGHTERS V011878	PFFA P/E 06/10/23 P/D 06/16/23	0010-2178 Placentia Police Assoc Dues	PY2301012	800.00	PR2301012		00017471	06/22/2023
					Check Total:	800.00			
MW OH	PLACENTIA POLICE V000839	PPMA P/E 06/10/23 P/D 06/16/23	0010-2180 Police Mgmt Assn Dues	PY2301012	665.76	PR2301012		00017472	06/22/2023
					Check Total:	665.76			
MW OH	PLACENTIA POLICE V003519	PPOA P/E 06/10/23 P/D 06/16/23	0010-2178 Placentia Police Assoc Dues	PY2301012	3,078.71	PR2301012		00017473	06/22/2023
MW OH	PLACENTIA POLICE V003519	PPOA P/E 06/10/23 P/D 06/16/23	0061-2178 Placentia Police Assoc Dues	PY2301012	86.51	PR2301012		00017473	06/22/2023
MW OH	PLACENTIA POLICE V003519	PPOA P/E 06/10/23 P/D 06/16/23	0076-2178 Placentia Police Assoc Dues	PY2301012	5.08	PR2301012		00017473	06/22/2023
					Check Total:	3,170.30			
MW OH	AMERICAN FIDELITY V010011	FSA P/E 06/6 PD 06/16	0010-2188 Health Care SSA	ACH062123	1,360.20	2178140A		00017474	06/22/2023
MW OH	AMERICAN FIDELITY V010011	FSA P/E 06/6 PD 06/16	0037-2188 Health Care SSA	ACH062123	10.57	2178140A		00017474	06/22/2023
MW OH	AMERICAN FIDELITY V010011	FSA P/E 06/6 PD 06/16	0054-2188 Health Care SSA	ACH062123	8.35	2178140A		00017474	06/22/2023
MW OH	AMERICAN FIDELITY V010011	FSA P/E 06/6 PD 06/16	0048-2188 Health Care SSA	ACH062123	36.35	2178140A		00017474	06/22/2023
MW OH	AMERICAN FIDELITY V010011	FSA P/E 06/6 PD 06/16	0010-2190 Dependent Care SSA	ACH062123	233.33	2178140A		00017474	06/22/2023
MW OH	AMERICAN FIDELITY V010011	PR#11, PR#12	0062-2155 Per Sec Plan - Opt. Life	ACH062123	1.58	D601980		00017474	06/22/2023
MW OH	AMERICAN FIDELITY V010011	PR#11, PR#12	0048-2155 Per Sec Plan - Opt. Life	ACH062123	109.90	D601980		00017474	06/22/2023
MW OH	AMERICAN FIDELITY	PR#11, PR#12	0054-2155	ACH062123	10.26	D601980		00017474	06/22/2023

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V010011		Per Sec Plan - Opt. Life						
MW OH	AMERICAN FIDELITY V010011	PR#11, PR#12	0010-2155 Per Sec Plan - Opt. Life	ACH062123	2,576.46	D601980		00017474	06/22/2023
MW OH	AMERICAN FIDELITY V010011	PR#11, PR#12	0029-2155 Per Sec Plan - Opt. Life	ACH062123	49.34	D601980		00017474	06/22/2023
MW OH	AMERICAN FIDELITY V010011	PR#11, PR#12	0037-2155 Per Sec Plan - Opt. Life	ACH062123	18.00	D601980		00017474	06/22/2023
MW OH	AMERICAN FIDELITY V010011	PR#11, PR#12	395000-2187 Voluntary Plan Life	ACH062123	2,117.34	D601980		00017474	06/22/2023
Check Total:					6,531.68				
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 05/27 PD 06/02	0021-2195 PERS Uniform	ACH062123	0.00	PR2301011		00017475	06/22/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 05/27 PD 06/02	0010-2195 PERS Uniform	ACH062123	24.49	PR2301011		00017475	06/22/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 05/27 PD 06/02	0073-2195 PERS Uniform	ACH062123	0.00	PR2301011		00017475	06/22/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 05/27 PD 06/02	0048-2195 PERS Uniform	ACH062123	0.60	PR2301011		00017475	06/22/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 05/27 PD 06/02	0061-2195 PERS Uniform	ACH062123	0.92	PR2301011		00017475	06/22/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 05/27 PD 06/02	0050-2195 PERS Uniform	ACH062123	0.00	PR2301011		00017475	06/22/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 05/27 PD 06/02	0029-2195 PERS Uniform	ACH062123	0.00	PR2301011		00017475	06/22/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 05/27 PD 06/02	0029-2140 Employee PERS W/H	ACH062123	0.00	PR2301011		00017475	06/22/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 05/27 PD 06/02	0029-2140 Employee PERS W/H	ACH062123	447.06	PR2301011		00017475	06/22/2023
MW OH	CALIFORNIA PUBLIC	PERS PE 05/27 PD 06/02	0010-2140	ACH062123	106,709.46	PR2301011		00017475	06/22/2023

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	V010053		Employee PERS W/H						
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 05/27 PD 06/02	0024-2140 Employee PERS W/H	ACH062123	792.67	PR2301011		00017475	06/22/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 05/27 PD 06/02	0078-2140 Employee PERS W/H	ACH062123	214.29	PR2301011		00017475	06/22/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 05/27 PD 06/02	0076-2140 Employee PERS W/H	ACH062123	0.00	PR2301011		00017475	06/22/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 05/27 PD 06/02	0076-2140 Employee PERS W/H	ACH062123	35.91	PR2301011		00017475	06/22/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 05/27 PD 06/02	0058-2140 Employee PERS W/H	ACH062123	0.00	PR2301011		00017475	06/22/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 05/27 PD 06/02	0061-2140 Employee PERS W/H	ACH062123	1,528.85	PR2301011		00017475	06/22/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 05/27 PD 06/02	0048-2140 Employee PERS W/H	ACH062123	1,917.29	PR2301011		00017475	06/22/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 05/27 PD 06/02	0050-2140 Employee PERS W/H	ACH062123	0.00	PR2301011		00017475	06/22/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 05/27 PD 06/02	0054-2140 Employee PERS W/H	ACH062123	424.12	PR2301011		00017475	06/22/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 05/27 PD 06/02	0037-2140 Employee PERS W/H	ACH062123	1,332.13	PR2301011		00017475	06/22/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 05/27 PD 06/02	0037-2145 Employee PERS Payback W/H	ACH062123	18.11	PR2301011		00017475	06/22/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 05/27 PD 06/02	0054-2145 Employee PERS Payback W/H	ACH062123	12.94	PR2301011		00017475	06/22/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 05/27 PD 06/02	0048-2145 Employee PERS Payback W/H	ACH062123	4.40	PR2301011		00017475	06/22/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 05/27 PD 06/02	0010-2145 Employee PERS Payback W/H	ACH062123	220.71	PR2301011		00017475	06/22/2023

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MW OH	CALIFORNIA PUBLIC V010053	PERS PE 05/27 PD 06/02	0029-2145 Employee PERS Payback W/H	ACH062123	2.59	PR2301011		00017475	06/22/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 05/27 PD 06/02	0029-2150 Survivor Benefit Package	ACH062123	1.09	PR2301011		00017475	06/22/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 05/27 PD 06/02	0010-2150 Survivor Benefit Package	ACH062123	138.43	PR2301011		00017475	06/22/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 05/27 PD 06/02	0076-2150 Survivor Benefit Package	ACH062123	0.06	PR2301011		00017475	06/22/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 05/27 PD 06/02	0054-2150 Survivor Benefit Package	ACH062123	0.48	PR2301011		00017475	06/22/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 05/27 PD 06/02	0078-2150 Survivor Benefit Package	ACH062123	0.47	PR2301011		00017475	06/22/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 05/27 PD 06/02	0062-2150 Survivor Benefit Package	ACH062123	0.00	PR2301011		00017475	06/22/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 05/27 PD 06/02	0073-2150 Survivor Benefit Package	ACH062123	0.00	PR2301011		00017475	06/22/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 05/27 PD 06/02	0048-2150 Survivor Benefit Package	ACH062123	3.08	PR2301011		00017475	06/22/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 05/27 PD 06/02	0024-2150 Survivor Benefit Package	ACH062123	0.93	PR2301011		00017475	06/22/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 05/27 PD 06/02	0037-2150 Survivor Benefit Package	ACH062123	2.09	PR2301011		00017475	06/22/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 05/27 PD 06/02	0050-2150 Survivor Benefit Package	ACH062123	0.00	PR2301011		00017475	06/22/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 05/27 PD 06/02	0058-2150 Survivor Benefit Package	ACH062123	0.00	PR2301011		00017475	06/22/2023
MW OH	CALIFORNIA PUBLIC V010053	PERS PE 05/27 PD 06/02	0061-2150 Survivor Benefit Package	ACH062123	0.87	PR2301011		00017475	06/22/2023
Check Total:					113,834.04				

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MW OH	CALIFORNIA STATE V004813	P/E 06/06 PD 06/16	0010-2196 Garnishments W/H	ACH062123	2,196.90	PR2301012		00017476	06/22/2023
MW OH	CALIFORNIA STATE V004813	P/E 06/06 PD 06/16	0029-2196 Garnishments W/H	ACH062123	9.23	PR2301012		00017476	06/22/2023
MW OH	CALIFORNIA STATE V004813	P/E 06/06 PD 06/16	0037-2196 Garnishments W/H	ACH062123	69.23	PR2301012		00017476	06/22/2023
MW OH	CALIFORNIA STATE V004813	P/E 06/06 PD 06/16	0048-2196 Garnishments W/H	ACH062123	46.15	PR2301012		00017476	06/22/2023
Check Total:					2,321.51				
MW OH	EMPLOYMENT V010052	P/E 06/06 PD 06/16	0010-2135 Calif Income Tax W/H	ACH062123	47,361.34	PR2301012		00017477	06/22/2023
MW OH	EMPLOYMENT V010052	P/E 06/06 PD 06/16	0024-2135 Calif Income Tax W/H	ACH062123	191.42	PR2301012		00017477	06/22/2023
MW OH	EMPLOYMENT V010052	P/E 06/06 PD 06/16	0029-2135 Calif Income Tax W/H	ACH062123	110.40	PR2301012		00017477	06/22/2023
MW OH	EMPLOYMENT V010052	P/E 06/06 PD 06/16	0037-2135 Calif Income Tax W/H	ACH062123	433.51	PR2301012		00017477	06/22/2023
MW OH	EMPLOYMENT V010052	P/E 06/06 PD 06/16	0048-2135 Calif Income Tax W/H	ACH062123	603.62	PR2301012		00017477	06/22/2023
MW OH	EMPLOYMENT V010052	P/E 06/06 PD 06/16	0054-2135 Calif Income Tax W/H	ACH062123	143.19	PR2301012		00017477	06/22/2023
MW OH	EMPLOYMENT V010052	P/E 06/06 PD 06/16	0061-2135 Calif Income Tax W/H	ACH062123	586.30	PR2301012		00017477	06/22/2023
MW OH	EMPLOYMENT V010052	P/E 06/06 PD 06/16	0076-2135 Calif Income Tax W/H	ACH062123	35.01	PR2301012		00017477	06/22/2023
MW OH	EMPLOYMENT V010052	P/E 06/06 PD 06/16	0078-2135 Calif Income Tax W/H	ACH062123	75.13	PR2301012		00017477	06/22/2023
Check Total:					49,539.92				
MW OH	INTERNAL REVENUE	FED TAX P/E 06/06 PD 06/16	0010-2110	ACH062123	107,246.68	PR2301012		00017478	06/22/2023

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	V010054		Federal Income Tax W/H						
MW OH	INTERNAL REVENUE V010054	FED TAX P/E 06/06 PD 06/16	0024-2110 Federal Income Tax W/H	ACH062123	384.06	PR2301012		00017478	06/22/2023
MW OH	INTERNAL REVENUE V010054	FED TAX P/E 06/06 PD 06/16	0061-2110 Federal Income Tax W/H	ACH062123	1,675.00	PR2301012		00017478	06/22/2023
MW OH	INTERNAL REVENUE V010054	FED TAX P/E 06/06 PD 06/16	0078-2110 Federal Income Tax W/H	ACH062123	152.93	PR2301012		00017478	06/22/2023
MW OH	INTERNAL REVENUE V010054	FED TAX P/E 06/06 PD 06/16	0076-2110 Federal Income Tax W/H	ACH062123	75.93	PR2301012		00017478	06/22/2023
MW OH	INTERNAL REVENUE V010054	FED TAX P/E 06/06 PD 06/16	0048-2110 Federal Income Tax W/H	ACH062123	1,630.55	PR2301012		00017478	06/22/2023
MW OH	INTERNAL REVENUE V010054	FED TAX P/E 06/06 PD 06/16	0029-2110 Federal Income Tax W/H	ACH062123	237.20	PR2301012		00017478	06/22/2023
MW OH	INTERNAL REVENUE V010054	FED TAX P/E 06/06 PD 06/16	0037-2110 Federal Income Tax W/H	ACH062123	1,029.97	PR2301012		00017478	06/22/2023
MW OH	INTERNAL REVENUE V010054	FED TAX P/E 06/06 PD 06/16	0054-2110 Federal Income Tax W/H	ACH062123	375.29	PR2301012		00017478	06/22/2023
MW OH	INTERNAL REVENUE V010054	FED TAX P/E 06/06 PD 06/16	0054-2115 Employee Medicare W/H	ACH062123	45.16	PR2301012		00017478	06/22/2023
MW OH	INTERNAL REVENUE V010054	FED TAX P/E 06/06 PD 06/16	0037-2115 Employee Medicare W/H	ACH062123	131.18	PR2301012		00017478	06/22/2023
MW OH	INTERNAL REVENUE V010054	FED TAX P/E 06/06 PD 06/16	0029-2115 Employee Medicare W/H	ACH062123	46.56	PR2301012		00017478	06/22/2023
MW OH	INTERNAL REVENUE V010054	FED TAX P/E 06/06 PD 06/16	0048-2115 Employee Medicare W/H	ACH062123	209.30	PR2301012		00017478	06/22/2023
MW OH	INTERNAL REVENUE V010054	FED TAX P/E 06/06 PD 06/16	0076-2115 Employee Medicare W/H	ACH062123	7.58	PR2301012		00017478	06/22/2023
MW OH	INTERNAL REVENUE V010054	FED TAX P/E 06/06 PD 06/16	0078-2115 Employee Medicare W/H	ACH062123	22.70	PR2301012		00017478	06/22/2023

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MW OH	INTERNAL REVENUE V010054	FED TAX P/E 06/06 PD 06/16	0061-2115 Employee Medicare W/H	ACH062123	111.90	PR2301012		00017478	06/22/2023
MW OH	INTERNAL REVENUE V010054	FED TAX P/E 06/06 PD 06/16	0024-2115 Employee Medicare W/H	ACH062123	71.85	PR2301012		00017478	06/22/2023
MW OH	INTERNAL REVENUE V010054	FED TAX P/E 06/06 PD 06/16	0010-2115 Employee Medicare W/H	ACH062123	12,690.54	PR2301012		00017478	06/22/2023
MW OH	INTERNAL REVENUE V010054	FED TAX P/E 06/06 PD 06/16	0010-2120 Employer Medicare Payable	ACH062123	12,658.00	PR2301012		00017478	06/22/2023
MW OH	INTERNAL REVENUE V010054	FED TAX P/E 06/06 PD 06/16	0024-2120 Employer Medicare Payable	ACH062123	71.85	PR2301012		00017478	06/22/2023
MW OH	INTERNAL REVENUE V010054	FED TAX P/E 06/06 PD 06/16	0061-2120 Employer Medicare Payable	ACH062123	111.90	PR2301012		00017478	06/22/2023
MW OH	INTERNAL REVENUE V010054	FED TAX P/E 06/06 PD 06/16	0076-2120 Employer Medicare Payable	ACH062123	7.58	PR2301012		00017478	06/22/2023
MW OH	INTERNAL REVENUE V010054	FED TAX P/E 06/06 PD 06/16	0078-2120 Employer Medicare Payable	ACH062123	22.70	PR2301012		00017478	06/22/2023
MW OH	INTERNAL REVENUE V010054	FED TAX P/E 06/06 PD 06/16	0048-2120 Employer Medicare Payable	ACH062123	207.33	PR2301012		00017478	06/22/2023
MW OH	INTERNAL REVENUE V010054	FED TAX P/E 06/06 PD 06/16	0054-2120 Employer Medicare Payable	ACH062123	43.19	PR2301012		00017478	06/22/2023
MW OH	INTERNAL REVENUE V010054	FED TAX P/E 06/06 PD 06/16	0029-2120 Employer Medicare Payable	ACH062123	46.56	PR2301012		00017478	06/22/2023
MW OH	INTERNAL REVENUE V010054	FED TAX P/E 06/06 PD 06/16	0037-2120 Employer Medicare Payable	ACH062123	128.44	PR2301012		00017478	06/22/2023
				Check Total:	139,441.93				
MW OH	MISSION SQUARE 100091 V012393	401 A P/E 06/06 PD 06/16	0010-2170 Deferred Comp Payable - ICMA	ACH062123	7,467.03	PR2301012		00017479	06/22/2023
				Check Total:	7,467.03				
MW OH	MISSION SQUARE 301387	PE 05/27 PD 06/02	0010-2170	ACH062123	30,350.91	301387-PY012		00017480	06/22/2023

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	V012394		Deferred Comp Payable - ICMA						
MW OH	MISSION SQUARE 301387 V012394	PE 05/27 PD 06/02	0029-2170 Deferred Comp Payable - ICMA	ACH062123	33.39	301387-PY012		00017480	06/22/2023
MW OH	MISSION SQUARE 301387 V012394	PE 05/27 PD 06/02	0037-2170 Deferred Comp Payable - ICMA	ACH062123	241.35	301387-PY012		00017480	06/22/2023
MW OH	MISSION SQUARE 301387 V012394	PE 05/27 PD 06/02	0048-2170 Deferred Comp Payable - ICMA	ACH062123	636.41	301387-PY012		00017480	06/22/2023
MW OH	MISSION SQUARE 301387 V012394	PE 05/27 PD 06/02	0054-2170 Deferred Comp Payable - ICMA	ACH062123	125.80	301387-PY012		00017480	06/22/2023
MW OH	MISSION SQUARE 301387 V012394	PE 05/27 PD 06/02	0076-2170 Deferred Comp Payable - ICMA	ACH062123	8.96	301387-PY012		00017480	06/22/2023
MW OH	MISSION SQUARE 301387 V012394	PE 05/27 PD 06/02	0078-2170 Deferred Comp Payable - ICMA	ACH062123	75.00	301387-PY012		00017480	06/22/2023
				Check Total:	31,471.82				
MW OH	CALIFORNIA PUBLIC V006234	JUL FIRE UAL PAYMENT	105525-6906 CalPERS-Fire Term. Principal	ACH062123	30,552.86	23-JUL		00017481	06/22/2023
MW OH	CALIFORNIA PUBLIC V006234	JUL FIRE UAL PAYMENT	105525-6916 CalPERS-Fire Term Interest	ACH062123	1,111.10	23-JUL		00017481	06/22/2023
				Check Total:	31,663.96				
MW OH	LEGAL SHIELD V008104	P/E 06/06 PD 06/16	0010-2192 Police Legal Services	ACH062123	190.22	21561-JUNE		00017482	06/22/2023
MW OH	LEGAL SHIELD V008104	P/E 06/06 PD 06/16	0048-2192 Police Legal Services	ACH062123	21.98	21561-JUNE		00017482	06/22/2023
				Check Total:	212.20				
MW OH	WASHINGTON STATE V011597	P/E 06/06 PD 06/16	0010-2196 Garnishments W/H	ACH062123	240.00	PR2301012		00017483	06/22/2023
				Check Total:	240.00				
MW OH	ALDWIR, MAMOUN	JUL MEDICAL REIMBURSEMENT	395083-5161	RETJUN23	1,293.00	JUL-23		00017484	06/29/2023

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	E000113		Health Insurance Premiums						
				Check Total:	1,293.00				
MW OH	ANDERSON, MARLA E000071	JUL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETJUN23	533.78	JUL-23		00017485	06/29/2023
				Check Total:	533.78				
MW OH	ARMSTRONG, JOHN T E000046	JUL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETJUN23	1,143.00	JUL-23		00017486	06/29/2023
				Check Total:	1,143.00				
MW OH	AUDISS, JAY SCOTT E000125	JUL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETJUN23	1,821.00	JUL-23		00017487	06/29/2023
				Check Total:	1,821.00				
MW OH	BABCOCK, CHARLES A E000015	JUL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETJUN23	314.00	JUL-23		00017488	06/29/2023
				Check Total:	314.00				
MW OH	BEALS, SHARLENE E000076	JUL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETJUN23	191.39	JUL-23		00017489	06/29/2023
				Check Total:	191.39				
MW OH	BERMUDEZ, ALBERT E000124	JUL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETJUN23	571.00	JUL-23		00017490	06/29/2023
				Check Total:	571.00				
MW OH	BUNNELL, DONALD E000062	JUL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETJUN23	533.78	JUL-23		00017491	06/29/2023
				Check Total:	533.78				
MW OH	BURGNER, ARTHUR E000074	JUL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETJUN23	533.78	JUL-23		00017492	06/29/2023
				Check Total:	533.78				
MW OH	BUSSE, MICHAEL	JUL MEDICAL REIMBURSEMENT	395083-5161	RETJUN23	1,391.00	JUL-23		00017493	06/29/2023

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	E000131		Health Insurance Premiums						
				Check Total:	1,391.00				
MW OH	CHANDLER, JOHN P E000109	JUL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETJUN23	1,391.00	JUL-23		00017494	06/29/2023
				Check Total:	1,391.00				
MW OH	CHANG, ROBERT E000107	JUL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETJUN23	1,288.00	JUL-23		00017495	06/29/2023
				Check Total:	1,288.00				
MW OH	COBBETT, GEOFFREY E000007	JUL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETJUN23	533.78	JUL-23		00017496	06/29/2023
				Check Total:	533.78				
MW OH	COOK, ARLENE M E000018	JUL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETJUN23	533.78	JUL-23		00017497	06/29/2023
				Check Total:	533.78				
MW OH	D'AMATO, ROBERT E000056	JUL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETJUN23	191.39	JUL-23		00017498	06/29/2023
				Check Total:	191.39				
MW OH	DAVID, PRESTON E000112	JUL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETJUN23	533.78	JUL-23		00017499	06/29/2023
				Check Total:	533.78				
MW OH	DAVIS, CAROLYN E000005	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETJUN23	533.78	AUG-23		00017500	06/29/2023
				Check Total:	533.78				
MW OH	DEAN, ANDREW E000135	JUL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETJUN23	1,821.00	JUL-23		00017501	06/29/2023
				Check Total:	1,821.00				
MW OH	DELOS SANTOS, JAMIE	JUL MEDICAL REIMBURSEMENT	395083-5161	RETJUN23	185.29	JUL-23		00017502	06/29/2023

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	E000045		Health Insurance Premiums						
				Check Total:	185.29				
MW OH	DICKSON, ROBERTA JO E000011	JUL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETJUN23	191.39	JUL-23		00017503	06/29/2023
				Check Total:	191.39				
MW OH	DOWNEY, CAROL E000082	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETJUN23	533.78	AUG-23		00017504	06/29/2023
				Check Total:	533.78				
MW OH	ECKENRODE, NORMAN E000029	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETJUN23	533.78	AUG-23		00017505	06/29/2023
				Check Total:	533.78				
MW OH	ESCOBOSA, LILLIAN E000055	JUL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETJUN23	533.78	JUL-23		00017506	06/29/2023
				Check Total:	533.78				
MW OH	ESPINOZA, ROSALINDA E000016	JUL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETJUN23	571.00	JUL-23		00017507	06/29/2023
				Check Total:	571.00				
MW OH	FRICKE, JUERGEN E000075	JUL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETJUN23	879.00	JUL-23		00017508	06/29/2023
				Check Total:	879.00				
MW OH	FULLER, GLENN H E000081	JUL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETJUN23	879.00	JUL-23		00017509	06/29/2023
				Check Total:	879.00				
MW OH	GALLANT, KAREN E000008	JUL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETJUN23	533.78	JUL-23		00017510	06/29/2023
				Check Total:	533.78				
MW OH	GARNER, JO ANN	JUL MEDICAL REIMBURSEMENT	395083-5161	RETJUN23	533.78	JUL-23		00017511	06/29/2023

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	E000047		Health Insurance Premiums						
				Check Total:	533.78				
MW OH	GARNER, KITTY E000080	JUL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETJUN23	876.44	JUL-23		00017512	06/29/2023
				Check Total:	876.44				
MW OH	GRIMM, DENNIS L E000042	JUL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETJUN23	314.00	JUL-23		00017513	06/29/2023
				Check Total:	314.00				
MW OH	HOLTSCLAW, KATHERINE E000121	JUL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETJUN23	571.00	JUL-23		00017514	06/29/2023
				Check Total:	571.00				
MW OH	IRVINE, SUZETTE E000019	JUL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETJUN23	533.78	JUL-23		00017515	06/29/2023
				Check Total:	533.78				
MW OH	JENKINS, ROBERT E000084	JUL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETJUN23	689.04	JUL-23		00017516	06/29/2023
				Check Total:	689.04				
MW OH	JOHNSON, SHARON E000099	JUL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETJUN23	191.39	JUL-23		00017517	06/29/2023
				Check Total:	191.39				
MW OH	JONES, ROBERT E000053	JUL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETJUN23	148.68	JUL-23		00017518	06/29/2023
				Check Total:	148.68				
MW OH	JUAREZ, JANET E000134	JUL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETJUN23	148.68	JUL-23		00017519	06/29/2023
				Check Total:	148.68				
MW OH	JUDD, TERRELL	AUG MEDICAL REIMBURSEMENT	395083-5161	RETJUN23	1,000.50	AUG-23		00017520	06/29/2023

City of Placentia
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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	E000115		Health Insurance Premiums						
				Check Total:	1,000.50				
MW OH	KIRKLAND, RICHARD L E000110	JUL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETJUN23	148.68	JUL-23		00017521	06/29/2023
				Check Total:	148.68				
MW OH	LITTLE, DIANE M E000098	JUL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETJUN23	269.02	JUL-23		00017522	06/29/2023
				Check Total:	269.02				
MW OH	LOOMIS, CORINNE E000122	JUL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETJUN23	571.00	JUL-23		00017523	06/29/2023
				Check Total:	571.00				
MW OH	LOWREY, B J E000041	JUL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETJUN23	314.00	JUL-23		00017524	06/29/2023
				Check Total:	314.00				
MW OH	MAERTZWEILER, MICHAEL E000032	JUL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETJUN23	533.78	AUG-23		00017525	06/29/2023
				Check Total:	533.78				
MW OH	MILANO, JAMES E000054	JUL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETJUN23	533.78	JUL-23		00017526	06/29/2023
				Check Total:	533.78				
MW OH	MILLER, RICHARD E000106	JUL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETJUN23	1,143.00	JUL-23		00017527	06/29/2023
				Check Total:	1,143.00				
MW OH	NAJERA, JOSEPH D. E000136	JUL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETJUN23	571.00	JUL-23		00017528	06/29/2023
				Check Total:	571.00				
MW OH	OLEA, ARLENE J	JUL MEDICAL REIMBURSEMENT	395083-5161	RETJUN23	533.78	JUL-23		00017529	06/29/2023

City of Placentia
Check Register
For 07/05/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	E000014		Health Insurance Premiums						
				Check Total:	533.78				
MW OH	PALMER, GEORGE E000094	JUL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETJUN23	1,143.00	JUL-23		00017530	06/29/2023
				Check Total:	1,143.00				
MW OH	PASCARELLA, RICHARD E000129	JUL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETJUN23	1,821.00	JUL-23		00017531	06/29/2023
				Check Total:	1,821.00				
MW OH	PASCUA, RAYNALD E000114	JUL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETJUN23	1,726.00	JUL-23		00017532	06/29/2023
				Check Total:	1,726.00				
MW OH	PASPALL, MIHAJLO E000085	JUL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETJUN23	448.36	JUL-23		00017533	06/29/2023
				Check Total:	448.36				
MW OH	PEREZ, ROBERT E000111	JUL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETJUN23	148.68	JUL-23		00017534	06/29/2023
				Check Total:	148.68				
MW OH	PICHON, WALTER E000103	JUL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETJUN23	269.02	JUL-23		00017535	06/29/2023
				Check Total:	269.02				
MW OH	PINEDA, MATEO E000127	JUL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETJUN23	415.50	JUL-23		00017536	06/29/2023
				Check Total:	415.50				
MW OH	PISCHEL, STEPHEN E000130	JUL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETJUN23	876.17	JUL-23		00017537	06/29/2023
				Check Total:	876.17				
MW OH	POINT, ERIC	JUL MEDICAL REIMBURSEMENT	395083-5161	RETJUN23	1,821.00	JUL-23		00017538	06/29/2023

City of Placentia
Check Register
For 07/05/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	E000133		Health Insurance Premiums						
				Check Total:	1,821.00				
MW OH	REDIFER, KIM R E000022	JUL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETJUN23	879.00	JUL-23		00017539	06/29/2023
				Check Total:	879.00				
MW OH	RENDEN, BRIAN E000083	JUL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETJUN23	448.36	JUL-23		00017540	06/29/2023
				Check Total:	448.36				
MW OH	REYES, ROGER T E000024	JUL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETJUN23	533.78	JUL-23		00017541	06/29/2023
				Check Total:	533.78				
MW OH	REYNOLDS, MATTHEW E000132	JUL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETJUN23	571.00	JUL-23		00017542	06/29/2023
				Check Total:	571.00				
MW OH	RICE, RUSSELL J E000059	JUL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETJUN23	1,391.00	JUL-23		00017543	06/29/2023
				Check Total:	1,391.00				
MW OH	RIVERA, AIDA E000026	JUL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETJUN23	191.39	JUL-23		00017544	06/29/2023
				Check Total:	191.39				
MW OH	ROACH, MICHAEL E000105	JUL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETJUN23	1,391.00	JUL-23		00017545	06/29/2023
				Check Total:	1,391.00				
MW OH	ROBB, SANDRA E000043	JUL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETJUN23	191.39	JUL-23		00017546	06/29/2023
				Check Total:	191.39				
MW OH	ROSE, RICHARD D	JUL MEDICAL REIMBURSEMENT	395083-5161	RETJUN23	1,288.00	JUL-23		00017547	06/29/2023

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	E000050		Health Insurance Premiums						
				Check Total:	1,288.00				
MW OH	SALE, LEE R E000031	JUL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETJUN23	533.78	JUL-23		00017548	06/29/2023
				Check Total:	533.78				
MW OH	SANCHEZ, LAURA E000058	JUL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETJUN23	191.39	JUL-23		00017549	06/29/2023
				Check Total:	191.39				
MW OH	SCHLIEDER, BEVERLY E000120	JUL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETJUN23	876.44	JUL-23		00017550	06/29/2023
				Check Total:	876.44				
MW OH	SMITH, WARD E000128	JUL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETJUN23	584.00	JUL-23		00017551	06/29/2023
				Check Total:	584.00				
MW OH	SOTO, PHILIP J E000052	JUL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETJUN23	533.78	JUL-23		00017552	06/29/2023
				Check Total:	533.78				
MW OH	SPRAGUE, GARY A E000064	JUL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETJUN23	1,685.00	JUL-23		00017553	06/29/2023
				Check Total:	1,685.00				
MW OH	STEPHEN, JEFFREY E000119	JUL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETJUN23	1,288.00	JUL-23		00017554	06/29/2023
				Check Total:	1,288.00				
MW OH	TAYLOR, DAVID M E000088	JUL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETJUN23	584.00	JUL-23		00017555	06/29/2023
				Check Total:	584.00				
MW OH	TAYLOR, LINDA	JUL MEDICAL REIMBURSEMENT	395083-5161	RETJUN23	529.37	JUL-23		00017556	06/29/2023

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	E000126		Health Insurance Premiums						
				Check Total:	529.37				
MW OH	THOMANN, DARYLL L E000101	JUL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETJUN23	533.78	JUL-23		00017557	06/29/2023
				Check Total:	533.78				
MW OH	TRIFOS, WILLIAM E000104	JUL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETJUN23	879.00	JUL-23		00017558	06/29/2023
				Check Total:	879.00				
MW OH	VALENTINE, THOMAS E000118	JUL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETJUN23	584.00	JUL-23		00017559	06/29/2023
				Check Total:	584.00				
MW OH	VERSTYNEN, WILLIAM E000092	JUL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETJUN23	148.68	JUL-23		00017560	06/29/2023
				Check Total:	148.68				
MW OH	WAHL, KATHLEEN A E000030	JUL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETJUN23	191.00	JUL-23		00017561	06/29/2023
				Check Total:	191.00				
MW OH	WIEST, STEPHEN E000079	JUL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETJUN23	534.00	JUL-23		00017562	06/29/2023
				Check Total:	534.00				
MW OH	WORDEN, LARRY M E000116	JUL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETJUN23	584.00	JUL-23		00017563	06/29/2023
				Check Total:	584.00				
MW OH	YAMAGUCHI, BRIAN E000123	JUL MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	RETJUN23	1,391.00	JUL-23		00017564	06/29/2023
				Check Total:	1,391.00				
MW OH	ZINN, JOHN	JUL MEDICAL REIMBURSEMENT	395083-5161	RETJUN23	1,293.00	JUL-23		00017565	06/29/2023

City of Placentia
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For 07/05/2023

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	E000009		Health Insurance Premiums						
				Check Total:	1,293.00				
				Type Total:	445,476.39				
				Check Total:	445,476.39				



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: DEPUTY CITY ADMINISTRATOR / PUBLIC SERVICES & INFRASTRUCTURE
DATE: JULY 11, 2023
SUBJECT: **AMENDMENT NO. 1 TO HVAC MAINTENANCE SERVICES AGREEMENT WITH F.M.THOMAS AIR CONDITIONING, INC.**

FISCAL
IMPACT: EXPENSE: \$ 82,747 AMENDMENT AMOUNT

AVAILABLE \$ 82,747
BUDGET: \$ 25,000 FISCAL YEAR 2022-23 OPERATING BUDGET
(103654-6290)

\$ 57,787 FISCAL YEAR 2023-24 OPERATING BUDGET
\$ 37,787 (103654-6290)
\$ 20,000 (103654-6130)

SUMMARY:

In November 2021, the City Council awarded a Maintenance Services Agreement to F.M. Thomas Air Conditioning, Inc. ("F.M. Thomas") to provide HVAC maintenance services. Staff is presenting this proposed amendment for City Council consideration to increase the cumulative contract not-to-exceed amount by \$82,747 for the remainder of the contract term. The current contract term is set to expire on November 2, 2024; however Staff will soon be soliciting new competitive bids for these services. The recommended actions will allow the City to have sufficient contractual authority for expenditures that will be incurred in the remainder of the contract term. The proposed contract costs for HVAC maintenance services with F.M. Thomas are budgeted in the adopted Fiscal Year ("FY") 22-23 Operating Budget and FY 23-24 Operating Budget.

RECOMMENDATION:

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

1. Approve Amendment No. 1 to the Maintenance Services Agreement with F.M. Thomas Air Conditioning, Inc., for HVAC Maintenance Services in an amount not-to-exceed \$82,747 for a revised cumulative contract amount of \$196,108 for the remainder of the contract term; and

1.c.
July 11, 2023

2. Authorize the City Administrator to approve contract change orders up to 10% of the revised cumulative contract amount; 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.

DISCUSSION:

On November 2, 2021, the City Council approved a Maintenance Services Agreement with F.M. Thomas Air Conditioning, Inc. ("F.M. Thomas") in the amount of \$ \$113,361.00 for an initial (3) three-year contract term. Under this contract, F.M. Thomas provides HVAC maintenance services for all City facilities including quarterly and annual preventive maintenance services as well as extraordinary repairs and maintenance. During the term of the agreement, the City has incurred extraordinary expenditures with FM Thomas for emergency repairs to the City's aging HVAC system.

Staff is recommending an agreement amendment to increase the cumulative contract amount by \$82,747 to provide sufficient spending authority through the end of the contract. This will allow the City to have contractual authority for additional expenditures incurred in the current fiscal year and for maintenance and emergency repair services for Fiscal Year 2023-24. All extraordinary work is included in the City's annual City facility maintenance budget and included in the contract scope of work and bid schedule which secures fixed unit bid pricing to control costs. Staff will soon be soliciting new competitive bids for these services to improve service quality provided due to the needed on-going repairs/maintenance of the City's aging HVAC system. The recommended actions will allow the City to have sufficient contractual authority for expenditures that will be incurred in the remainder of the contract term while Staff prepares the requests for proposal to obtain a new contractor.

FISCAL IMPACT:

The recommended actions will approve Amendment No. 1 to the Maintenance Services Agreement with F.M. Thomas increasing the annual contract amount by \$82,747 for the remainder of the existing term for a revised annual contract amount of \$196,108. The total cost of the services is included in the adopted FY 22-23 Operating Budget and FY 23-24 Operating Budget.

Prepared by:



Joel Cardenas
Public Works Superintendent

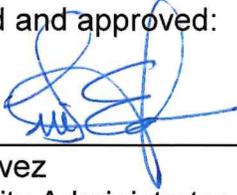
Reviewed and approved:



Jennifer Lampman
Director of Finance



Reviewed and approved:



Luis Estevez
Deputy City Administrator

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Amendment No. 1– F.M Thomas Air Conditioning, Inc.

**AMENDMENT NO. 1 TO
MAINTENANCE SERVICES AGREEMENT
PROVISION OF HVAC MAINTENANCE SERVICES WITH F.M. THOMAS AIR
CONDITIONING, INC.**

This Amendment No. 1 (“Amendment”) to Professional Services Agreement is made and entered into effective the 11 day of July, 2017, by and between the CITY OF PLACENTIA, a Charter City and Municipal Corporation (“CITY”), and F.M. THOMAS AIR CONDITIONING, INC. a California corporation (hereinafter “CONSULTANT”). CITY and CONSULTANT are sometimes hereinafter individually referred to as “Party” and or collectively referred to as the “Parties.”

A. Recitals.

(i). CITY and CONSULTANT entered into a Professional Services Agreement (“Agreement”) effective November 5, 2021, through which CONSULTANT has been providing professional services as more fully explained in the Scope of Services attached to the Agreement as Exhibit “A.”

(ii). The Parties now seek to amend the Agreement to increase the cumulative contract not-to-exceed amount by Eighty-Two Thousand, Seven Hundred Forty-Seven Dollars (\$82,747).

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

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

B. Amendment to Agreement.

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

Contractor shall be paid in accordance with the fee schedule set forth in Exhibit “A.” Contractor’s total compensation shall not exceed a cumulative amount of One Hundred Ninety-Six Thousand, One Hundred Eight Dollars (\$196,108.00) over the initial three-year contract.

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 Maintenance Services Agreement are to be executed as of the day and year first above written.

CONSULTANT

CITY OF PLACENTIA

By: _____
Thomas Feyka
President

By: _____
Damien R. Arrula
City Administrator

ATTEST:

By: _____
Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

By: _____
Christian L. Bettenhausen, City Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/28/2023

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 Bowermaster Insurance Brokers P.O. Box 6026 10805 Holder St Suite 350 Cypress CA 90630	CONTACT NAME: Shea Henderson PHONE (A/C, No, Ext): 714-733-6200 E-MAIL ADDRESS: shenderson@bowermaster.com FAX (A/C, No):													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Valley Forge Insurance Company</td> <td>20508</td> </tr> <tr> <td>INSURER B : Continental Casualty Co.</td> <td>20443</td> </tr> <tr> <td>INSURER C : Insurance Company of the West</td> <td>27847</td> </tr> <tr> <td>INSURER D : Columbia Casualty Ins. Co.</td> <td>31127</td> </tr> <tr> <td>INSURER E : Continental Insurance Company</td> <td>35289</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Valley Forge Insurance Company	20508	INSURER B : Continental Casualty Co.	20443	INSURER C : Insurance Company of the West	27847	INSURER D : Columbia Casualty Ins. Co.	31127	INSURER E : Continental Insurance Company	35289	INSURER F :
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INSURER E : Continental Insurance Company	35289													
INSURER F :														
INSURED FM Thomas Air Conditioning, Inc. 231 Gemini Ave Brea CA 92821	FMTHOMA-01													

COVERAGES

CERTIFICATE NUMBER: 1608395577

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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	6057223216	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	6057258063	4/1/2023	4/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			6057258077	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
C	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/A	WSD505258303	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Pollution Liability			7034395763	8/1/2022	8/1/2023	Aggregate 2,000,000 Each Occurrence 1,000,000 Self Insured Retentio 10,000

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

The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant are Additional Insured with respects General Liability and Automobile Liability per attached endorsement forms; Waivers of Subrogation and Primary Wording apply per attached endorsement forms. Umbrella coverage is following form.

CERTIFICATE HOLDER**CANCELLATION**

City of Placentia Attn: City Administrator 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 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
CONTRACTORS EXTENDED COVERAGE ENDORSEMENT
- BUSINESS AUTO PLUS -

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured:**

1. **a.** Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
 - b.** The insurance afforded by this provision **A.1.** does not apply to any such entity that is an "insured" under any other liability "policy" providing "auto" coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.:**

- a.** Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
- b.** Does not apply to:
 - (1) "Bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an "insured" under any other liability "policy" providing "auto" coverage.
3. Any person or organization that you are required by a written contract to name as an additional insured is an "insured" but only with respect to their legal liability for acts or omissions of a person, who qualifies as an "insured" under Section II – Who Is An Insured and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.

4. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

"Policy," as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is changed from \$2,000 to \$5,000; and
2. In **a.(4)**, the limit for the loss of earnings is changed from \$250 to \$500 a day.

C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision **C.** is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to **Section III, Paragraph A.3.:**

With respect to any covered "auto," any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a.** \$60 per day, in lieu of \$20; subject to
- b.** \$1,800 maximum, in lieu of \$600.

C. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

D. Hired "Autos"

The following is added to **Section III, Paragraph A.:**

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered "auto" you lease, hire, rent or borrow without a driver; and
- b. Any covered "auto" hired or rented by your "employee" without a driver, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one "accident" or "loss" is the actual cash value, cost of repair, cost of replacement or \$75,000, whichever is less, minus a \$500 deductible for each covered auto. No deductible applies to "loss" caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned "autos."
- e. Such physical damage coverage for hired "autos" will:
 - (1) Include loss of use, provided it is the consequence of an "accident" for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
 - (2) Such coverage as is provided by this provision will be subject to a limit of \$750 per "accident."

E. Airbag Coverage

The following is added to **Section III, Paragraph B.3.:**

The accidental discharge of an airbag shall not be considered mechanical breakdown.

F. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered "auto" also applies to "loss" to any permanently installed electronic equipment including its antennas and other accessories.
- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

G. Diminution In Value

The following is added to **Section III, Paragraph B.6.:**

Subject to the following, the "diminution in value" exclusion does not apply to:

- a. Any covered "auto" of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered "auto" of the private passenger type hired or rented by your "employee" without a driver for a period of 30 days or less, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a "diminution in value" loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for "loss" to a covered "auto" in any one accident is the lesser of:
 - (1) \$5,000; or
 - (2) 20% of the "auto's" actual cash value (ACV).

III. Drive Other Car Coverage – Executive Officers

The following is added to **Sections II and III:**

1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers," except:
 - a. An "auto" owned by that "executive officer" or a member of that person's household; or

- b. An "auto" used by that "executive officer" while working in a business of selling, servicing, repairing or parking "autos."

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

- (1) Equal to the greatest of those coverages afforded any covered "auto"; and
 - (2) Excess over any other collectible insurance.
2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are "insureds" while using a covered "auto" described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **Section IV, Paragraph A.2.a.:**

- (4) Your "employees" may know of an "accident" or "loss." This will not mean that you have such knowledge, unless such "accident" or "loss" is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.:**

- (6) Your "employees" may know of documents received concerning a claim or "suit." This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us:**

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an "accident" or "loss."

C. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.:**

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

D. Other Insurance

The following is added to **Section IV, Paragraph B.5.:**

Regardless of the provisions of Paragraphs **5.a.** and **5.d.** above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract. That written contract must have been entered into prior to "Accident" or "Loss."

E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

- a. 45 days of coverage in lieu of 30 days.

V. DEFINITIONS

Section V. Paragraph C. is deleted and replaced by the following:

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



**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM

BUSINESS AUTO COVERAGE FORM

MOTOR CARRIER COVERAGE FORM

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

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

Named Insured: F M THOMAS AIR CONDITIONING INC

Endorsement Effective Date: 4/1/2022

SCHEDULE

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

ANY PERSON OR ORGANIZATION FOR WHOM OR WHICH YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US. YOU MUST AGREE TO THAT REQUIREMENT PRIOR TO LOSS.

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

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

Form No: CA 04 44 10 13

Endorsement Effective Date:

Endorsement Expiration Date:

Policy No: BUA 6057258063

Policy Effective Date: 04/01/2023

Endorsement No: 4; Page: 1 of 1

Underwriting Company: Continental Casualty Company, 151 N Franklin St, Chicago, IL 60606

	<p>CNA PARAMOUNT</p> <p>Contractors' General Liability Extension Endorsement</p>
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It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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**Contractors' General Liability Extension Endorsement****1. ADDITIONAL INSUREDS**

- a. **WHO IS AN INSURED** is amended to include as an **Insured** any person or organization described in paragraphs **A.** through **H.** below whom a **Named Insured** is required to add as an additional insured on this **Coverage Part** under a written contract or written agreement, provided such contract or agreement:

(1) is currently in effect or becomes effective during the term of this **Coverage Part**; and

(2) was executed prior to:

(a) the **bodily injury** or **property damage**; or

(b) the offense that caused the **personal and advertising injury**,

for which such additional insured seeks coverage.

- b. However, subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:

(1) a higher limit of insurance than required by such contract or agreement; or

(2) coverage broader than required by such contract or agreement, and in no event broader than that described by the applicable paragraph **A.** through **H.** below.

Any coverage granted by this endorsement shall apply only to the extent permissible by law.

A. Controlling Interest

Any person or organization with a controlling interest in a **Named Insured**, but only with respect to such person or organization's liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of:

1. such person or organization's financial control of a **Named Insured**; or

2. premises such person or organization owns, maintains or controls while a **Named Insured** leases or occupies such premises;

provided that the coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

B. Co-owner of Insured Premises

A co-owner of a premises co-owned by a **Named Insured** and covered under this insurance but only with respect to such co-owner's liability for **bodily injury**, **property damage** or **personal and advertising injury** as co-owner of such premises.

C. Lessor of Equipment

Any person or organization from whom a **Named Insured** leases equipment, but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** caused, in whole or in part, by the **Named Insured's** maintenance, operation or use of such equipment, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease.

D. Lessor of Land

Any person or organization from whom a **Named Insured** leases land but only with respect to liability for **bodily injury**, **property damage** or **personal and advertising injury** arising out of the ownership, maintenance or use of such land, provided that the **occurrence** giving rise to such **bodily injury**, **property damage** or the offense giving rise to such **personal and advertising injury** takes place prior to the termination of such lease. The



Contractors' General Liability Extension Endorsement

coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

E. Lessor of Premises

An owner or lessor of premises leased to the **Named Insured**, or such owner or lessor's real estate manager, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** arising out of the ownership, maintenance or use of such part of the premises leased to the **Named Insured**, and provided that the **occurrence** giving rise to such **bodily injury or property damage**, or the offense giving rise to such **personal and advertising injury**, takes place prior to the termination of such lease. The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

F. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver of premises but only with respect to such mortgagee, assignee or receiver's liability for **bodily injury, property damage or personal and advertising injury** arising out of the **Named Insured's** ownership, maintenance, or use of a premises by a **Named Insured**.

The coverage granted by this paragraph does not apply to structural alterations, new construction or demolition operations performed by, on behalf of, or for such additional insured.

G. State or Governmental Agency or Subdivision or Political Subdivisions – Permits

A state or governmental agency or subdivision or political subdivision that has issued a permit or authorization but only with respect to such state or governmental agency or subdivision or political subdivision's liability for **bodily injury, property damage or personal and advertising injury** arising out of:

1. the following hazards in connection with premises a **Named Insured** owns, rents, or controls and to which this insurance applies:
 - a. the existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoistaway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - b. the construction, erection, or removal of elevators; or
 - c. the ownership, maintenance or use of any elevators covered by this insurance; or
2. the permitted or authorized operations performed by a **Named Insured** or on a **Named Insured's** behalf.

The coverage granted by this paragraph does not apply to:

- a. **Bodily injury, property damage or personal and advertising injury** arising out of operations performed for the state or governmental agency or subdivision or political subdivision; or
- b. **Bodily injury or property damage** included within the **products-completed operations hazard**.

With respect to this provision's requirement that additional insured status must be requested under a written contract or agreement, the Insurer will treat as a written contract any governmental permit that requires the **Named Insured** to add the governmental entity as an additional insured.

H. Trade Show Event Lessor

1. With respect to a **Named Insured's** participation in a trade show event as an exhibitor, presenter or displayer, any person or organization whom the **Named Insured** is required to include as an additional insured, but only with respect to such person or organization's liability for **bodily injury, property damage or personal and advertising injury** caused by:

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**Contractors' General Liability Extension Endorsement**

- a. the **Named Insured's** acts or omissions; or
 - b. the acts or omissions of those acting on the **Named Insured's** behalf,
in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.
2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY – EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph 3. in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a **Named Insured** has management control:
 - a. on the effective date of this **Coverage Part**; or



Contractors' General Liability Extension Endorsement

b. by reason of a Named Insured creating or acquiring the organization during the policy period, qualifies as a Named Insured, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.

But this BROAD NAMED INSURED provision does not apply to:

- (a) any partnership, limited liability company or joint venture; or
(b) any organization for which coverage is excluded by another endorsement attached to this Coverage Part.

For the purpose of this provision, management control means:

- A. owning interests representing more than 50% of the voting, appointment or designation power for the selection of a majority of the Board of Directors of a corporation; or
B. having the right, pursuant to a written trust agreement, to protect, control the use of, encumber or transfer or sell property held by a trust.
4. With respect to organizations which qualify as Named Insureds by virtue of Paragraph 3. above, this insurance does not apply to:
a. bodily injury or property damage that first occurred prior to the date of management control, or that first occurs after management control ceases; nor
b. personal or advertising injury caused by an offense that first occurred prior to the date of management control or that first occurs after management control ceases.
5. The insurance provided by this Coverage Part applies to Named Insureds when trading under their own names or under such other trading names or doing-business-as names (dba) as any Named Insured should choose to employ.

6. BROADENED LIABILITY COVERAGE FOR DAMAGE TO YOUR PRODUCT AND YOUR WORK

A. Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete exclusions k. and l. and replace them with the following:

This insurance does not apply to:

k. Damage to Your Product

Property damage to your product arising out of it, or any part of it except when caused by or resulting from:

- (1) fire;
(2) smoke;
(3) collapse; or
(4) explosion.

l. Damage to Your Work

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

This exclusion does not apply:

- (1) If the damaged work, or the work out of which the damage arises, was performed on the Named Insured's behalf by a subcontractor; or

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**Contractors' General Liability Extension Endorsement**

(2) If the cause of loss to the damaged work arises as a result of:

- (a) fire;
- (b) smoke;
- (c) collapse; or
- (d) explosion.

B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to **5.** above, \$100,000 is the most the Insurer will pay under **Coverage A** for the sum of **damages** arising out of any one **occurrence** because of **property damage to your product and your work** that is caused by fire, smoke, collapse or explosion and is included within the **product-completed operations hazard**. This sublimit does not apply to **property damage to your work** if the damaged work, or the work out of which the damage arises, was performed on the **Named Insured's** behalf by a subcontractor.

C. This **Broadened Liability Coverage For Damage To Your Product And Your Work** Provision does not apply if an endorsement of the same name is attached to this policy.

7. CONTRACTUAL LIABILITY – RAILROADS

With respect to operations performed within 50 feet of railroad property, the definition of **insured contract** is replaced by the following:

Insured Contract means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to a **Named Insured** or temporarily occupied by a **Named Insured** with permission of the owner is not an **insured contract**;
- b. A sidetrack agreement;
- c. Any easement or license agreement;
- d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- f. That part of any other contract or agreement pertaining to the **Named Insured's** business (including an indemnification of a municipality in connection with work performed for a municipality) under which the **Named Insured** assumes the tort liability of another party to pay for **bodily injury or property damage** to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

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

(1) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:

- (a) Preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage;

(2) Under which the **Insured**, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (1) above and supervisory, inspection, architectural or engineering activities.

8. ELECTRONIC DATA LIABILITY

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VALLEY FORGE INSURANCE COMPANY

Insured Name: F M THOMAS AIR CONDITIONING INC

Policy No: 6057223216

Endorsement No: 2

Effective Date: 04/01/2023

**Contractors' General Liability Extension Endorsement**

- A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion p. **Electronic Data** and replace it with the following:

This insurance does not apply to:

p. **Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability**

Damages arising out of:

- (1) any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate **electronic data** that does not result from physical injury to tangible property.

However, unless Paragraph (1) above applies, this exclusion does not apply to **damages** because of **bodily injury**.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relation expenses or any other loss, cost or expense incurred by the **Named Insured** or others arising out of that which is described in Paragraph (1) or (2) above.

- B. The following paragraph is added to **LIMITS OF INSURANCE**:

Subject to 5. above, \$100,000 is the most the Insurer will pay under **Coverage A** for all **damages** arising out of any one **occurrence** because of **property damage** that results from physical injury to tangible property and arises out of **electronic data**.

- C. The following definition is added to **DEFINITIONS**:

Electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMS, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- D. For the purpose of the coverage provided by this **ELECTRONIC DATA LIABILITY** Provision, the definition of **property damage** in **DEFINITIONS** is replaced by the following:

Property damage means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it;
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the **occurrence** that caused it; or
- c. Loss of, loss of use of, damage to, corruption of, inability to access, or inability to properly manipulate **electronic data**, resulting from physical injury to tangible property. All such loss of **electronic data** shall be deemed to occur at the time of the **occurrence** that caused it.

For the purposes of this insurance, **electronic data** is not tangible property.

- E. If Electronic Data Liability is provided at a higher limit by another endorsement attached to this policy, then the \$100,000 limit provided by this **ELECTRONIC DATA LIABILITY** Provision is part of, and not in addition to, that higher limit.

9. ESTATES, LEGAL REPRESENTATIVES, AND SPOUSES

The estates, heirs, legal representatives and **spouses** of any natural person **Insured** shall also be insured under this policy; provided, however, coverage is afforded to such estates, heirs, legal representatives, and **spouses** only for



**Contractors' General Liability Extension Endorsement**

claims arising solely out of their capacity or status as such and, in the case of a **spouse**, where such **claim** seeks **damages** from marital community property, jointly held property or property transferred from such natural person **Insured** to such **spouse**. No coverage is provided for any act, error or omission of an estate, heir, legal representative, or **spouse** outside the scope of such person's capacity or status as such, provided however that the **spouse** of a natural person **Named Insured** and the **spouses** of members or partners of joint venture or partnership **Named Insureds** are **Insureds** with respect to such **spouses'** acts, errors or omissions in the conduct of the **Named Insured's** business.

10. EXPECTED OR INTENDED INJURY – EXCEPTION FOR REASONABLE FORCE

Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete the exclusion entitled **Expected or Intended Injury** and replace it with the following:

This insurance does not apply to:

Expected or Intended Injury

Bodily injury or **property damage** expected or intended from the standpoint of the **Insured**. This exclusion does not apply to **bodily injury** or **property damage** resulting from the use of reasonable force to protect persons or property.

11. GENERAL AGGREGATE LIMITS OF INSURANCE - PER PROJECT

A. For each construction project away from premises the **Named Insured** owns or rents, a separate Construction Project General Aggregate Limit, equal to the amount of the General Aggregate Limit shown in the Declarations, is the most the Insurer will pay for the sum of:

1. All **damages** under **Coverage A**, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
2. All medical expenses under **Coverage C**,

that arise from **occurrences** or accidents which can be attributed solely to ongoing operations at that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations, nor the Construction Project General Aggregate Limit of any other construction project.

B. All:

1. **Damages** under **Coverage B**, regardless of the number of locations or construction projects involved;
2. **Damages** under **Coverage A**, caused by **occurrences** which cannot be attributed solely to ongoing operations at a single construction project, except **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard**; and
3. Medical expenses under **Coverage C** caused by accidents which cannot be attributed solely to ongoing operations at a single construction project,

will reduce the General Aggregate Limit shown in the Declarations.

C. The limits shown in the Declarations for Each Occurrence, for Damage To Premises Rented To You and for Medical Expense continue to apply, but will be subject to either the Construction Project General Aggregate Limit or the General Aggregate Limit shown in the Declarations, depending on whether the **occurrence** can be attributed solely to ongoing operations at a particular construction project.

D. When coverage for liability arising out of the **products-completed operations hazard** is provided, any payments for **damages** because of **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit shown in the Declarations, regardless of the number of projects involved.



Contractors' General Liability Extension Endorsement

- E. If a single construction project away from premises owned by or rented to the **Insured** has been abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- F. The provisions of **LIMITS OF INSURANCE** not otherwise modified by this endorsement shall continue to apply as stipulated.

12. IN REM ACTIONS

A quasi in rem action against any vessel owned or operated by or for the **Named Insured**, or chartered by or for the **Named Insured**, will be treated in the same manner as though the action were in personam against the **Named Insured**.

13. INCIDENTAL HEALTH CARE MALPRACTICE COVERAGE

Solely with respect to **bodily injury** that arises out of a **health care incident**:

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Insuring Agreement** is amended to replace Paragraphs **1.b.(1)** and **1.b.(2)** with the following:

b. This insurance applies to **bodily injury** provided that the professional health care services are incidental to the **Named Insured's** primary business purpose, and only if:

- (1) such **bodily injury** is caused by an **occurrence** that takes place in the **coverage territory**.
- (2) the **bodily injury** first occurs during the **policy period**. All **bodily injury** arising from an **occurrence** will be deemed to have occurred at the time of the first act, error, or omission that is part of the **occurrence**; and

B. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to:

i. add the following to the **Employers Liability** exclusion:

This exclusion applies only if the **bodily injury** arising from a **health care incident** is covered by other liability insurance available to the **Insured** (or which would have been available but for exhaustion of its limits).

ii. delete the exclusion entitled **Contractual Liability** and replace it with the following:

This insurance does not apply to:

Contractual Liability

the **Insured's** actual or alleged liability under any oral or written contract or agreement, including but not limited to express warranties or guarantees.

iii. add the following additional exclusions:

This insurance does not apply to:

Discrimination

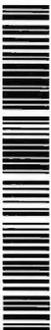
any actual or alleged discrimination, humiliation or harassment, including but not limited to **claims** based on an individual's race, creed, color, age, gender, national origin, religion, disability, marital status or sexual orientation.

Dishonesty or Crime

Any actual or alleged dishonest, criminal or malicious act, error or omission.

Medicare/Medicaid Fraud

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Contractors' General Liability Extension Endorsement

any actual or alleged violation of law with respect to Medicare, Medicaid, Tricare or any similar federal, state or local governmental program.

Services Excluded by Endorsement

Any **health care incident** for which coverage is excluded by endorsement.

C. DEFINITIONS is amended to:

i. add the following definitions:

Health care incident means an act, error or omission by the **Named Insured's employees** or **volunteer workers** in the rendering of:

a. **professional health care services** on behalf of the **Named Insured** or

b. Good Samaritan services rendered in an emergency and for which no payment is demanded or received.

Professional health care services means any health care services or the related furnishing of food, beverages, medical supplies or appliances by the following providers in their capacity as such but solely to the extent they are duly licensed as required:

a. Physician;

b. Nurse;

c. Nurse practitioner;

d. Emergency medical technician;

e. Paramedic;

f. Dentist;

g. Physical therapist;

h. Psychologist;

i. Speech therapist;

j. Other allied health professional; or

Professional health care services does not include any services rendered in connection with human clinical trials or product testing.

ii. delete the definition of **occurrence** and replace it with the following:

Occurrence means a **health care incident**. All acts, errors or omissions that are logically connected by any common fact, circumstance, situation, transaction, event, advice or decision will be considered to constitute a single **occurrence**;

iii. amend the definition of **Insured** to:

a. add the following:

the **Named Insured's employees** are **Insureds** with respect to:

(1) **bodily injury** to a **co-employee** while in the course of the **co-employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business; and



Contractors' General Liability Extension Endorsement

(2) **bodily injury** to a **volunteer worker** while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

the **Named Insured's** **volunteer workers** are **Insureds** with respect to:

(1) **bodily injury** to a **co-volunteer worker** while performing duties related to the conduct of the **Named Insured's** business; and

(2) **bodily injury** to an **employee** while in the course of the **employee's** employment by the **Named Insured** or while performing duties related to the conduct of the **Named Insured's** business;

when such **bodily injury** arises out of a **health care incident**.

b. delete Subparagraphs (a), (b), (c) and (d) of Paragraph 2.a.(1) of **WHO IS AN INSURED**.

D. The **Other Insurance** condition is amended to delete Paragraph b.(1) in its entirety and replace it with the following:

Other Insurance

b. **Excess Insurance**

(1) To the extent this insurance applies, it is excess over any other insurance, self insurance or risk transfer instrument, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by the **Named Insured** to be excess of this coverage.

14. **JOINT VENTURES / PARTNERSHIP / LIMITED LIABILITY COMPANIES**

WHO IS AN INSURED is amended to delete its last paragraph and replace it with the following:

No person or organization is an **Insured** with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a **Named Insured** in the Declarations, except that if the **Named Insured** was a joint venturer, partner, or member of a limited liability company and such joint venture, partnership or limited liability company terminated prior to or during the **policy period**, such **Named Insured** is an **Insured** with respect to its interest in such joint venture, partnership or limited liability company but only to the extent that:

- a. any offense giving rise to **personal and advertising injury** occurred prior to such termination date, and the **personal and advertising injury** arising out of such offense first occurred after such termination date;
- b. the **bodily injury** or **property damage** first occurred after such termination date; and
- c. there is no other valid and collectible insurance purchased specifically to insure the partnership, joint venture or limited liability company; and

If the joint venture, partnership or limited liability company is or was insured under a **consolidated (wrap-up) insurance program**, then such insurance will always be considered valid and collectible for the purpose of paragraph c. above. But this provision will not serve to exclude **bodily injury**, **property damage** or **personal and advertising injury** that would otherwise be covered under the **Contractors General Liability Extension Endorsement** provision entitled **WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS**. Please see that provision for the definition of **consolidated (wrap-up) insurance program**.

15. **LEGAL LIABILITY – DAMAGE TO PREMISES / ALIENATED PREMISES / PROPERTY IN THE NAMED INSURED'S CARE, CUSTODY OR CONTROL**

A. Under **COVERAGES, Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete exclusion j. **Damage to Property** in its entirety and replace it with the following:

This insurance does not apply to:

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Contractors' General Liability Extension Endorsement**j. Damage to Property****Property damage to:**

- (1) Property the **Named Insured** owns, rents, or occupies, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises the **Named Insured** sells, gives away or abandons, if the **property damage** arises out of any part of those premises;
- (3) Property loaned to the **Named Insured**;
- (4) Personal property in the care, custody or control of the **Insured**;
- (5) That particular part of real property on which the **Named Insured** or any contractors or subcontractors working directly or indirectly on the **Named Insured's** behalf are performing operations, if the **property damage** arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because **your work** was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to **property damage** (other than damage by fire) to premises rented to the **Named Insured** or temporarily occupied by the **Named Insured** with the permission of the owner, nor to the contents of premises rented to the **Named Insured** for a period of 7 or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in **LIMITS OF INSURANCE**.

Paragraph (2) of this exclusion does not apply if the premises are **your work**.

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

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

Paragraphs (3) and (4) of this exclusion do not apply to **property damage** to:

- i. tools, or equipment the **Named Insured** borrows from others, nor
- ii. other personal property of others in the **Named Insured's** care, custody or control while being used in the **Named Insured's** operations away from any **Named Insured's** premises.

However, the coverage granted by this exception to Paragraphs (3) and (4) does not apply to:

- a. property at a job site awaiting or during such property's installation, fabrication, or erection;
- b. property that is **mobile equipment** leased by an **Insured**;
- c. property that is an **auto**, aircraft or watercraft;
- d. property in transit; or
- e. any portion of **property damage** for which the **Insured** has available other valid and collectible insurance, or would have such insurance but for exhaustion of its limits, or but for application of one of its exclusions.

A separate limit of insurance and deductible apply to such property of others. See **LIMITS OF INSURANCE** as amended below.



Contractors' General Liability Extension Endorsement

B. Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete its last paragraph and replace it with the following:

Exclusions c. through n. do not apply to damage by fire to premises while rented to a Named Insured or temporarily occupied by a Named Insured with permission of the owner, nor to damage to the contents of premises rented to a Named Insured for a period of 7 or fewer consecutive days.

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

C. The following paragraph is added to LIMITS OF INSURANCE:

Subject to 5. above, \$25,000 is the most the Insurer will pay under Coverage A for damages arising out of any one occurrence because of the sum of all property damage to borrowed tools or equipment, and to other personal property of others in the Named Insured's care, custody or control, while being used in the Named Insured's operations away from any Named Insured's premises. The Insurer's obligation to pay such property damage does not apply until the amount of such property damage exceeds \$1,000. The Insurer has the right but not the duty to pay any portion of this \$1,000 in order to effect settlement. If the Insurer exercises that right, the Named Insured will promptly reimburse the Insurer for any such amount.

D. Paragraph 6., Damage To Premises Rented To You Limit, of LIMITS OF INSURANCE is deleted and replaced by the following:

6. Subject to Paragraph 5. above, (the Each Occurrence Limit), the Damage To Premises Rented To You Limit is the most the Insurer will pay under Coverage A for damages because of property damage to any one premises while rented to the Named Insured or temporarily occupied by the Named Insured with the permission of the owner, including contents of such premises rented to the Named Insured for a period of 7 or fewer consecutive days. The Damage To Premises Rented To You Limit is the greater of:

- a. \$500,000; or
b. The Damage To Premises Rented To You Limit shown in the Declarations.

E. Paragraph 4.b.(1)(a)(ii) of the Other Insurance Condition is deleted and replaced by the following:

(ii) That is property insurance for premises rented to the Named Insured, for premises temporarily occupied by the Named Insured with the permission of the owner; or for personal property of others in the Named Insured's care, custody or control;

16. LIQUOR LIABILITY

Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended to delete the exclusion entitled Liquor Liability.

This LIQUOR LIABILITY provision does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

17. MEDICAL PAYMENTS

A. LIMITS OF INSURANCE is amended to delete Paragraph 7. (the Medical Expense Limit) and replace it with the following:

7. Subject to Paragraph 5. above (the Each Occurrence Limit), the Medical Expense Limit is the most the Insurer will pay under Coverage C – Medical Payments for all medical expenses because of bodily injury sustained by any one person. The Medical Expense Limit is the greater of:

- (1) \$15,000 unless a different amount is shown here: \$N,NNN,NNN,NNN; or
(2) the amount shown in the Declarations for Medical Expense Limit.

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**Contractors' General Liability Extension Endorsement**

B. Under **COVERAGES**, the **Insuring Agreement of Coverage C – Medical Payments** is amended to replace Paragraph 1.a.(3)(b) with the following:

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

18. NON-OWNED AIRCRAFT

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended as follows:

The exclusion entitled **Aircraft, Auto or Watercraft** is amended to add the following:

This exclusion does not apply to an aircraft not owned by any **Named Insured**, provided that:

1. the pilot in command holds a currently effective certificate issued by the duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;
2. the aircraft is rented with a trained, paid crew to the **Named Insured**; and
3. the aircraft is not being used to carry persons or property for a charge.

19. NON-OWNED WATERCRAFT

Under **COVERAGES**, **Coverage A – Bodily Injury and Property Damage Liability**, the paragraph entitled **Exclusions** is amended to delete subparagraph (2) of the exclusion entitled **Aircraft, Auto or Watercraft**, and replace it with the following.

This exclusion does not apply to:

(2) a watercraft that is not owned by any **Named Insured**, provided the watercraft is:

- (a) less than 75 feet long; and
- (b) not being used to carry persons or property for a charge.

20. PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION

A. Under **DEFINITIONS**, the definition of **personal and advertising injury** is amended to add the following tort:

Discrimination or humiliation that results in injury to the feelings or reputation of a natural person.

B. Under **COVERAGES**, **Coverage B – Personal and Advertising Injury Liability**, the paragraph entitled **Exclusions** is amended to:

1. delete the Exclusion entitled **Knowing Violation Of Rights Of Another** and replace it with the following:

This insurance does not apply to:

Knowing Violation of Rights of Another

Personal and advertising injury caused by or at the direction of the **Insured** with the knowledge that the act would violate the rights of another and would inflict **personal and advertising injury**. This exclusion shall not apply to discrimination or humiliation that results in injury to the feelings or reputation of a natural person, but only if such discrimination or humiliation is not done intentionally by or at the direction of:

- (a) the **Named Insured**; or
- (b) any **executive officer**, director, stockholder, partner, member or manager (if the **Named Insured** is a limited liability company) of the **Named Insured**.

2. add the following exclusions:



Contractors' General Liability Extension Endorsement

This insurance does not apply to:

Employment Related Discrimination

Discrimination or humiliation directly or indirectly related to the employment, prospective employment, past employment or termination of employment of any person by any Insured.

Premises Related Discrimination

discrimination or humiliation arising out of the sale, rental, lease or sub-lease or prospective sale, rental, lease or sub-lease of any room, dwelling or premises by or at the direction of any Insured.

Notwithstanding the above, there is no coverage for fines or penalties levied or imposed by a governmental entity because of discrimination.

The coverage provided by this PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION Provision does not apply to any person or organization whose status as an Insured derives solely from

Provision 1. ADDITIONAL INSURED of this endorsement; or attachment of an additional insured endorsement to this Coverage Part.

This PERSONAL AND ADVERTISING INJURY –DISCRIMINATION OR HUMILIATION Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

21. PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY

A. Under COVERAGES, Coverage B –Personal and Advertising Injury Liability, the paragraph entitled Exclusions is amended to delete the exclusion entitled Contractual Liability.

B. Solely for the purpose of the coverage provided by this PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY provision, the following changes are made to the section entitled SUPPLEMENTARY PAYMENTS – COVERAGES A AND B:

1. Paragraph 2.d. is replaced by the following:

d. The allegations in the suit and the information the Insurer knows about the offense alleged in such suit are such that no conflict appears to exist between the interests of the Insured and the interests of the indemnitee;

2. The first unnumbered paragraph beneath Paragraph 2.f.(2)(b) is deleted and replaced by the following:

So long as the above conditions are met, attorneys fees incurred by the Insurer in the defense of that indemnitee, necessary litigation expenses incurred by the Insurer, and necessary litigation expenses incurred by the indemnitee at the Insurer's request will be paid as defense costs. Such payments will not be deemed to be damages for personal and advertising injury and will not reduce the limits of insurance.

C. This PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY Provision does not apply if Coverage B –Personal and Advertising Injury Liability is excluded by another endorsement attached to this Coverage Part.

This PERSONAL AND ADVERTISING INJURY - CONTRACTUAL LIABILITY Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

22. PROPERTY DAMAGE – ELEVATORS

A. Under COVERAGES, Coverage A – Bodily Injury and Property Damage Liability, the paragraph entitled Exclusions is amended such that the Damage to Your Product Exclusion and subparagraphs (3), (4) and (6) of the Damage to Property Exclusion do not apply to property damage that results from the use of elevators.

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**Contractors' General Liability Extension Endorsement**

- B.** Solely for the purpose of the coverage provided by this **PROPERTY DAMAGE – ELEVATORS** Provision, the **Other Insurance** conditions is amended to add the following paragraph:

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is Property insurance covering property of others damaged from the use of elevators.

23. SUPPLEMENTARY PAYMENTS

The section entitled **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** is amended as follows:

- A.** Paragraph **1.b.** is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B.** Paragraph **1.d.** is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

25. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

1. the **Named Insured's** ongoing operations; or
2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

1. is in effect or becomes effective during the term of this **Coverage Part**; and
2. was executed prior to the **bodily injury, property damage** or **personal and advertising injury** giving rise to the **claim**.

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

- A.** The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor



Contractors' General Liability Extension Endorsement

2. Bodily injury or property damage included within the products-completed operations hazard that arises out of those portions of the project that are not residential structures.

B. Condition 4. Other Insurance is amended to add the following subparagraph 4.b.(1)(c):

This insurance is excess over:

(c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the Named Insured as a result of the Named Insured being a participant in a consolidated (wrap-up) insurance program, but only as respects the Named Insured's involvement in that consolidated (wrap-up) insurance program.

C. DEFINITIONS is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

- 1. single or multifamily housing, apartments, condominiums, townhouses, co-operatives or planned unit developments; and
2. the common areas and structures appurtenant to the structures in paragraph 1. (including pools, hot tubs, detached garages, guest houses or any similar structures).

However, when there is no individual ownership of units, residential structure does not include military housing, college/university housing or dormitories, long term care facilities, hotels or motels. Residential structure also does not include hospitals or prisons.

This WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS Provision does not apply to any person or organization who otherwise qualifies as an additional insured on this Coverage Part.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - BLANKET

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us).

The additional premium for this endorsement shall be 2% of the total California Workers' Compensation premium otherwise due.

Schedule

Person or Organization

Job Description

ANY PERSON / ORG
WHEN REQUIRED BY
WRITTEN CONTRACT

ALL CA OPERATIONS

Policy Number: WSD 5052583 03

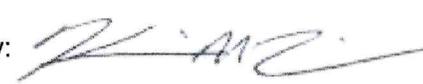
Insured: F M Thomas Air Conditioning Inc

Endorsement Effective: 01/01/2023

Coverage Provided by: Insurance Co of the West

Issue Date: 12/22/2022

Countersigned by:



DISCUSSION:

The scope of this project entails the replacement of the roofs at Fire Stations #1 and #2 located at 110 S. Bradford Avenue and 1503 Valencia Ave. The current roofs are in poor condition and have reached the end of their useful service lives and require replacement. The scope of the project includes demolition and removal and replacement of the existing roofing systems. This includes removal and re-installation of counter flashing and coping metal, installation of new ¼” deck dens and a Tremco single ply system, seal seams at the duct drops into the roof system and install new TPA penetration boots. The contractor will provide the City with a two (2)-year workmanship warranty with a 20-year manufacturer’s warranty for materials.

Staff solicited bids for this project and received three (3) bids from qualified contractors. The following table provides the proposal amounts received from each contractor:

Contractor	Proposal Amount
Letner Roofing Company	\$234,555
Best Contracting Services, Inc.	\$348,248
Rite -Way Roof Corporation	\$408,299

Staff reviewed the proposals received and checked the references for Letner Roofing who received favorable reviews. Based on the cost proposals received and Letner Roofing’s experience and references, Staff recommends awarding a Public Works Agreement to Letner Roofing Company for this project for a not-to-exceed amount of \$234,555.

FISCAL IMPACT:

A total of \$258,010 has been budgeted in the Fiscal Year 2023-24 CIP Budget for this project. As such, sufficient funds exist for the recommended actions.

Prepared by:



Joel Cardenas
Public Works Superintendent

Reviewed and approved:



Jennifer Lampman
Director of Finance

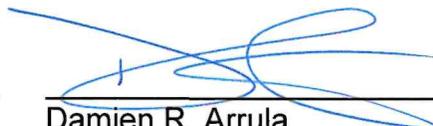


Reviewed and approved:



Luis Estevez
Deputy City Administrator

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Public Works Agreement

Project No.

**CITY OF PLACENTIA
PUBLIC WORKS AGREEMENT FOR
WITH
LETNER ROOFING CO.**

THIS AGREEMENT (herein "Agreement") is made and entered into this 11TH day of JULY, 2023 by and between the CITY OF PLACENTIA, a municipal corporation and charter city, (herein "City") and LETNER ROOFING CO. (herein "Contractor"). The parties hereto agree as follows:

WITNESSETH:

A. WHEREAS, City requires the construction of FIRE STATION #1 AND #2 ROOFING REPLACEMENT as set forth more fully in this Agreement.

B. WHEREAS, Contractor represents to City that Contractor is qualified to perform said work and has submitted a proposal to City for the same.

C. WHEREAS, City desires to have Contractor perform said services on the terms and conditions set forth herein.

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

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, City and Contractor hereby agree as follows:

1.0 DEFINITIONS

1.1 Definitions. As used in this Agreement, the following definitions shall be applicable:

- (a) Contractor. Contractor shall mean LETNER ROOFING CO, a (California corporation, partnership, individual) located at 1490 N. GLASSELL. ORANGE , CALIFORNIA 92867 UNITED STATES.
- (b) City. City shall mean the City of Placentia, a Municipal Corporation and Charter City, located at 401 E. Chapman, Placentia, California 92870.
- (c) City Council. City Council shall mean the City Council of the City of Placentia.
- (d) Contract Officer shall mean the person designated by the City

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Administrator or City Engineer of City and shall have the duties set forth in Section 5.2.

- (e) **Services.** Services shall mean the services to be performed by the Contractor pursuant to this Agreement.
- (f) **Satisfactory.** Satisfactory shall mean satisfactory to the City Administrator or his/her designee.

2.0 SERVICES OF CONTRACTOR

2.1 Scope of Services. In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended.

2.2 Documents Included in Contract. This contract consists of this Agreement and any Exhibits, which are incorporated herein by this reference. In the event of an inconsistency, the terms of this Agreement shall govern.

2.3 Compliance with Law. All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered, including but not limited to, the claims procedure set forth in Public Contract Code Section 9204, a summary of which is attached to this agreement as Exhibit "E."

2.4 Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement, including registration with the Department of Industrial Relations of the State of California as required by Labor Code Section 1725.5 before commencing performance under this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder. Contractor shall be responsible for all subcontractors' compliance with this Section 2.4.

2.5 Familiarity with Work. By executing this Contract, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should Contractor discover any latent or unknown

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conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

2.6 Standard of Performance. Contractor, its subcontractors and their employees, in the performance of Contractor's work under this Agreement shall be responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures used in the Contractor's field.

Any costs for failure to meet the foregoing standard or to correct otherwise defective work that requires re-performance of the work, shall be borne in total by the Contractor and not by the City. The failure of a project to achieve the performance goals and objectives stated in this Agreement is not a basis for requesting re-performance unless the work conducted by Contractor and/or its subcontractors is deemed by the City to have failed the foregoing standard of performance.

In the event Contractor fails to perform in accordance with the above standard:

1. Contractor will re-perform, at its own expense, any task which was not performed to the reasonable satisfaction of City. Any work re-performed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. Contractor shall work any overtime required to meet the deadline for the task at no additional cost to the City;
2. The City shall provide a new schedule for the re-performance of any task pursuant to this paragraph in the event that re-performance of a task within the original time limitations is not feasible; and
3. The City shall have the option to direct Contractor not to re-perform any task which was not performed to the reasonable satisfaction of the City Project Manager pursuant to application of (1) and (2) above. In the event the City directs Contractor not to re-perform a task, the City shall negotiate a reasonable settlement for satisfactory work performed. No previous payment shall be considered a waiver of the City's right to reimbursement.

Nothing contained in this section is intended to limit any of the rights or remedies which the City may have under law.

2.7 Care of Work. The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

2.8 Further Responsibilities of Parties. Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other. Contractor shall require all subcontractors to comply with the provisions of this agreement.

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2.9 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum as set forth in Section 3.1, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of twenty five percent (25%) or less of the Contract Sum, or in the time to perform of one hundred eighty (180) days or less may be approved by the Contract Officer. Any increases, taken either separately or cumulatively, that result in the Contract Sum exceeding \$25,000 must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.

2.10 Prevailing Wage Laws. Contractor represents and warrants that it is registered with the Department of Industrial Relations pursuant to SB 854 and Labor Code 1725.5. Contractor shall ensure that its subcontractors comply with said requirements. In accordance with Labor Code Section 1770 et seq., the Director of the Department of Industrial Relations of the State of California has ascertained a general prevailing rate of wages, which is the minimum amount, which shall be paid to all workers employed to perform the work pursuant to this Agreement. A copy of the general prevailing wage rate determination is on file in the Office of the City Clerk and is hereby incorporated by reference into this Agreement. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. Contractor must forfeit to the City Twenty Five Dollars (\$25.00) a day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. Contractor is required to post a copy of such wage rates at all times at the contract site. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced. Contractor also shall comply with State law requirements to maintain payroll records and shall provide for certified records and inspection of records as required by California Labor Code Section 1770 et. seq., including Section 1776. Contractor shall comply with all statutory requirements relating to the employment of apprentices.

3.0 COMPENSATION

3.1 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of TWO HUNDRED THIRTY-FOUR THOUSAND FIVE HUNDRED, FIFTY- FIVE Dollars (\$234,555.00) (herein "Contract Sum"), except as provided in Section 2.9. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

3.2 Progress Payments. Prior to the first day of the month, during the progress of the work, commencing on the day and month specified in the Agreement, Contractor shall submit to the Contract Officer a complete itemized statement of all labor and materials incorporated into the work during the preceding month and the portion of the contract sum applicable thereto. Upon approval in writing by the Contract Officer, payment shall be made in

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thirty (30) days. City shall pay Contractor a sum based upon ninety-five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security. Refer to Section 8.4 of this Agreement for retention of funds.

4.0 PERFORMANCE SCHEDULE

4.1 Time of Essence. Time is of the essence in the performance of this Agreement.

4.2 Schedule of Performance. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "B", and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Scope of Services may be approved in writing by the Contract Officer.

4.3 Force Majeure. The time period(s) specified in the Scope of Services for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes for the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

4.4 Term. Unless earlier terminated in accordance with Section 8.9 of this Agreement, this Agreement shall continue in full force and effect until final approval and acceptance of the project by the Contract Officer. Notwithstanding the foregoing, this Agreement shall terminate no later than JULY 11TH, 2024, unless the parties mutually agree in writing to extend the term.

5.0 COORDINATION OF WORK

5.1 Representative of Contractor. The following principals of Contractor are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

GERMAN GONZALEZ
ASSISTANT VICE PRESIDENT

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for

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directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City.

5.2 Contract Officer. The Contract Officer shall be such person as may be designated by the City Administrator or City Engineer of City. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions that must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

5.3 Prohibition Against Assignment. The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

5.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its subcontractors, agents or employees, performs the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, subcontractors, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its subcontractors, agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise with Contractor.

5.5 Identity of Persons Performing Work. Contractor represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services set forth herein. Contractor represents that the tasks and services required herein will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services.

5.6 Utility Relocation. City is responsible for removal, relocation, or protection of existing main or trunkline utilities to the extent such utilities were not identified in the invitation for bids or specifications. City shall reimburse contractor for any costs incurred in locating, repairing damage not caused by contractor and removing or relocating such unidentified utility facilities,

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including equipment idled during such work. Contractor shall not be assessed liquidated damages for delay arising from the removal or relocation of such unidentified utility facilities.

5.7 Trenches or Excavations. Pursuant to California Public Contract Code Section 7104, in the event the work included in this Agreement requires excavations more than four (4) feet in depth, the following shall apply.

- (a) Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site different from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- (b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order per Section 2.9 of this Agreement.
- (c) That, in the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

6.0 INSURANCE, INDEMNIFICATION AND BONDS

6.1 Insurance. The Contractor and all subcontractors, if any, shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, insurance as set forth in Exhibit "C" attached hereto and incorporated herein by this reference.

Conditions:

In accordance with Public Contract Code Section 20170, the insurance of surety companies who provide or issue the policy shall have been admitted to do business in the State of California with a credit rating of A- or better.

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This insurance shall not be canceled, limited in scope or coverage or non-renewed until after thirty (30) days prior written notice has been given to the Community Development Director, City of Placentia, 401 E. Chapman Ave., Placentia, California 92870.

Any insurance maintained by the City of Placentia shall apply in excess of and not combined with insurance provided by this policy.

The City of Placentia, its officers, employees, representatives, attorneys, and volunteers shall be named as additional named insureds.

Prior to commencement of any work under this contract, Contractor shall deliver to the City insurance endorsements confirming the existence of the insurance required by this contract, and including the applicable clauses referenced above.

Such endorsements shall be signed by an authorized representative of the insurance company and shall include the signator's company affiliation and title. Should it be deemed necessary by the City, it shall be Contractor's responsibility to see that the City receives documentation, acceptable to the City, which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company.

If the Contractor fails to maintain the aforementioned insurance, or secure and maintain the aforementioned endorsement, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement. However, procuring of said insurance by the City is an alternative to other remedies the City may have, and is not the exclusive remedy for failure of Contractor to maintain said insurance or secure said endorsement. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which became due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this agreement.

Each contract between the Contractor and any subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 6.1.

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

6.3 Indemnification. Contractor shall defend, indemnify, hold free and harmless the City of Placentia, its elected and appointed officials, officers, agents and employees, at Contractor's sole expense, from and against any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein

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"claims or liabilities") that may be asserted or claimed by any person, firm or entity arising or alleged to arise out of or in connection with the performance of the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising or alleged to arise from the negligent acts or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's performance of or failure to perform any term, provision, covenant or condition of this Agreement.

- (a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith.
- (b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', subcontractors' or invitees') negligent performance of or failure to perform such work, operations or activities hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom.
- (c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel selected by City.
- (d) Contractor's duty to defend and indemnify as set out in this Section 6.3 shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

Notwithstanding the foregoing, Contractor shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City.

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The Contractor's indemnification obligations pursuant to this Section 6.3 shall survive the termination of this Agreement. Contractor shall require the same indemnification from all subcontractors.

6.4 Labor and Materials and Performance Bonds. Concurrently with execution of this Agreement, Contractor shall deliver to City a labor and materials bond and a performance bond each in the sum of the amount of this Agreement, in the forms provided by the City Clerk, which secures the faithful performance of this Agreement. The bonds shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

6.5 Sufficiency of Insurer or Surety. Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances. In the event the Senior Management Analyst of City ("Senior Management Analyst") determines that the work or services to be performed under this Agreement creates an increased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies required by this Section 6 may be changed accordingly upon receipt of written notice from the Senior Management Analyst; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Senior Management Analyst to the City Council of City within ten (10) days of receipt of notice from the Senior Management Analyst.

6.6 Substitution of Securities. Pursuant to California Public Contract Code Section 22300, substitution of eligible equivalent securities for any monies withheld to ensure performance under the contract for the work to be performed will be permitted at the request and expense of the successful bidder.

7.0 RECORDS AND REPORTS

7.1 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

7.2 Records. Contractor shall keep, and require subcontractors to keep, such books and records (including but not limited to payroll records as required herein) as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access

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to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

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

8.0 GENERAL PROVISIONS

8.1 Governing Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

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

The Principal set forth in Section 5.1 above shall be the representative for Contractor for purposes of this Agreement, and shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

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8.3 Disputes. In the event either party fails to perform its obligations hereunder, the nondefaulting party shall provide the defaulting party written notice of such default. The defaulting party shall have ten (10) days to cure the default; provided that, if the default is not reasonably susceptible to being cured within said ten (10) day period, the defaulting party shall have a reasonable time to cure the default, not to exceed a maximum of thirty (30) days, so long as the defaulting party commences to cure such default within ten (10) days of service of such notice and diligently prosecutes the cure to completion; provided further that if the default is an immediate danger to the health, safety and general welfare, the defaulting party shall take such immediate action as may be necessary. Notwithstanding the foregoing, the nondefaulting party may, in its sole and absolute discretion, grant a longer cure period. Should the defaulting party fail to cure the default within the time period provided in this Section, the nondefaulting party shall have the right, in addition to any other rights the nondefaulting party may have at law or in equity, to terminate this Agreement. Compliance with the provisions of this Section 8.3 shall be a condition precedent to bringing any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured.

8.4 Retention of Funds. Progress payments shall be made in accordance with the provisions of Section 3.2 of this Agreement. In accordance with said section, City shall pay Contractor a sum based upon ninety-five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security to be paid to the Contractor within sixty (60) days after final acceptance of the work by the City Council, after Contractor shall have furnished City with a release of all undisputed contract amounts if required by City. In the event there are any claims specifically excluded by Contractor from the operation of the release, the City may retain proceeds (per Public Contract Code 7107) of up to 150% of the amount in dispute. City's failure to deduct or withhold shall not affect Contractor's obligations hereunder.

8.5 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.6 Rights and Remedies. Rights and Remedies are cumulative except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

8.7 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.8 Liquidated Damages. Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and

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shall pay to the City Five Hundred Dollars (\$500) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Scope of Services (Exhibit A) or Schedule of Performance (Exhibit B). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

8.9 Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, Contractor shall vacate any City owned property which Contractor is permitted to occupy hereunder and City may, after compliance with the provisions of Section 8.3, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of setoff or partial payment of the amounts owed the City as previously stated.

8.10 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and shall be deemed to be given when served personally or deposited in the US Mail, prepaid, first-class mail, return receipt requested, addressed as follows:

To City: City of Placentia
401 E. Chapman Ave
Placentia, California 92870
Attn.: Joel Cardenas

To Contractor:
LETNER ROOFING CO.
1490 N, GLASSELL
ORANGE, CA, CALIFORNIA 92867
ATTN.: GERMAN GONZALEZ
ASSISTANT VICE PRESIDENT
(714) 633-0030

8.11 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.12 Conflict of Interest. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

Contractor and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Contractor and its officers, employees, associates and subcontractor

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shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

8.13 Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. To the extent required by law, contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

8.14 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.15 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.16 Hiring of Illegal Aliens Prohibited. Contractor shall not hire or employ any person to perform work within the City of Placentia or allow any person to perform work required under this Agreement unless such person is properly documented and legally entitled to be employed within the United States. Further, Contractor shall comply with the following:

- (a) Unauthorized Aliens. Contractor 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 Contractor 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, Contractor 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 Contractor is not already enrolled in the U.S. Department of Homeland Security's E-Verify program, Contractor 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. Contractor 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>. Contractor 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.

8.17 Unfair Business Practices Claims. In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body renders final payment to the contractor without further acknowledgment by the parties. (Sec. 7103.5, California Public Contract Code).

8.18 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

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

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

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

8.21 Legal Responsibilities. The Contractor shall keep itself informed of City, State, and Federal laws, ordinances and regulations, which may in any manner affect the performance of its services pursuant to this Agreement. The Contractor shall at all times observe

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and comply with all such laws, ordinances and regulations. Neither the City, nor its officers, agents, or employees shall be liable at law or in equity as a result of the Contractor's failure to comply with this section.

8.22 Termination for Convenience. The City may terminate this Agreement without cause for convenience of the City upon giving contractor 30 days prior written notice of termination of the Agreement. Upon receipt of the notice of termination the Contractor shall cease all further work pursuant to the Agreement. Upon such termination by the City the Contractor shall not be entitled to any other remedies, claims, actions, profits, or damages except as provided in this paragraph. Upon the receipt of such notice of termination Contractor shall be entitled to the following compensation:

1. The contract value of the work completed to and including the date of receipt of the notice of termination, less the amount of progress payments received by contractor.

2. Actual move-off costs including labor, rental fees, equipment transportation costs, the costs of maintaining on-site construction office for supervising the mover-off.

3. The cost of materials custom made for this Agreement which cannot be used by the Contractor in the normal course of his business, and which have not been paid for by City in progress payments.

4. All costs shall not include any markups as might otherwise be allowed by any plans or specifications which were a part of the Agreement.

The provisions of this paragraph shall supersede any other provision of the Agreement or any provision of any plans, specification, addendums or other documents which are or may become a part of this Agreement. City and Contractor agree that the provisions of this paragraph are a substantive part of the consideration for this Agreement.

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

8.24 Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

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

Project No.

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

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

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

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

8.30 Funding Source Conditions – Contractor's Obligation. Contractor acknowledges that the City may be paying for the Project by using funds it receives or will receive from various funding sources in the form of grants and/or subsidies, and the like under certain terms and conditions. Contractor acknowledges and agrees that any failure of the Contractor and/or its subcontractors to perform its obligations under the Contract, including, but not limited to, timely submitting accurate reports and records, that in any way results in the City not meeting the terms and conditions placed on the funds by the funding source, or forfeiting its entitlement to or, otherwise, not receiving, the funds, then the Contractor shall be liable to pay the City for the funds not granted to the City on the Project.

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

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

ATTEST:

CITY OF PLACENTIA,
A municipal corporation and Charter City

Project No.

WARD SMITH
City Administrator or Mayor
ATTEST:

Date: JULY11,2023

Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

CONTRACTOR

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

Christian L. Bettenhausen, City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Rosanna Ramirez, Director of
Administrative Services

Date: _____

APPROVED AS TO CONTENT:

Joel Cardenas, Public Works Superintendent
Project Manager

Date: _____

DEPARTMENTAL APPROVAL:

Luis Estevez, Deputy City Administrator

Date: _____

**LABOR AND MATERIAL PAYMENT BOND
PUBLIC WORK (CALIFORNIA)**

KNOW ALL MEN BY THESE PRESENT:

WHEREAS, _____, as Principal, has entered into a contract dated _____, with the City of Placentia (Obligee) referred to and made a part hereof to perform the following work, to wit: _____ and all appurtenant work in accordance with PROJECT NO. _____, which requires Principal to file this bond to secure claims made in relation to the project.

NOW THEREFORE, we, _____, as Principal, and _____, a corporation organized under the laws of _____ and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of Placentia, as Obligee, and all sub-contractors, laborers, material persons and other persons employed in the performance of the referenced agreement, in the sum of _____ Dollars (\$ _____ .00), lawful money of the United States of America, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

If the above bounden PRINCIPAL, his or its heirs, executors, administrators, successors, assigns, or any of his or its sub-contractors, fails to pay for any materials, provisions, provender, or other supplies, or teams, implements or machinery, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor to persons named in Section 9100 or the Civil Code, thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor deducted, withheld and paid over to the Employment Development Department from the wages of employees of the contractor and sub-contractors pursuant to Section 13020 of the Unemployment Insurance Code, that the SURETY on this bond will pay the same, in an amount not exceeding the sum specified in this bond, AND ALSO, in case suit is brought upon this bond, a reasonable attorney's fee, which shall be awarded by the court to the prevailing party in said suit, said attorney's fee to be taxed as costs in said suit and to be included in the judgment herein rendered.

As part of the obligation secured hereby, the SURETY shall not be exonerated or released from the obligation of the bond by any change, alteration, or modification in or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme of work of improvement, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under

Project No.

any such contract or agreement, or under the bond, nor, where the bond is given for the benefit of claimants, by any fraud practiced by any person other than the claimant seeking to recover on the bond.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under the Civil Code so as to give them a right of action in a suit on this bond.

This bond is executed for the purpose of complying with the laws of the State of California and shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code of the State of California.

IN WITNESS THEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

Principal

By _____

Title

(Corporate Seal)

Principal

By _____

Title

APPROVED AS TO FORM:
/s/ Christian L. Bettenhausen
City Attorney

Project No.

SUPPLEMENTAL INFORMATION TO BE COMPLETED BY PRINCIPAL

If an individual, so state. If a firm or co-partnership, state the firm and give the names of all individual co-partners composing the partnership. If a Corporation, state legal name of corporation; state also the names of the president, secretary, treasurer and manager thereof.

Business Address:

Telephone Number: _____

Date: _____

Print Name: _____
Principal

Signature: _____
Title

Project No.

Page 1 of 1
(Use of City form
is required)

TAX IDENTIFICATION NUMBER

The Tax Equity and Fiscal Responsibility Act of 1982 requires the payer (City of Placentia) to report to the Internal Revenue Service taxable payments to payees.

You (as a payee) are required by law to provide us with your Taxpayer Identification Number (if an individual or partnership, your Social Security Number). If you do not provide us with your correct identification number, you may be subject to a penalty imposed by the Internal Revenue Service. The payments subject to withholdings may include, but are not limited to, interest, dividends, or other payments the City of Placentia and/or the Placentia Redevelopment Agency made to you. Other payments may include rents, royalties, commissions and fees for service of non-employees.

If you are exempt from income tax, we are still required, by law, to maintain a Tax Identification Number on file. **PLEASE PROVIDE YOUR TAX IDENTIFICATION NUMBER next to the appropriate listing below, sign, date and return to:**

CITY OF PLACENTIA FINANCE DEPARTMENT
401 E. Chapman
Placentia, CA 92870

Exempt: Yes___No___ Telephone () _____

CORPORATION: _____

U.S.A. OR ANY AGENCIES THEREOF: _____

IRS CODE #501 TAX-EXEMPT ORGANIZATION: _____

A NON-COMMISSIONED CITY OF PLACENTIA EMPLOYEE: _____

SOLE PROPRIETOR: _____

A PARTNERSHIP: _____

OTHER: _____(Explain)

Signature/Title: _____ Date: _____

Project No.

BID GUARANTEE

**TO THE CITY OF PLACENTIA
PROJECT NO. _____**

As a material inducement to the City to award the contract for Project No. _____
to

_____, the undersigned ("Guarantor") has agreed to enter into
this guarantee. The Guarantor hereby unconditionally guarantees to the fullest extent allowed
by law the following work included in this project: _____ ("the work").

Guarantor guarantees that the materials and equipment used by itself and its subcontractors
will be free from defects and that the work will conform to the plans and specifications. Should
any of the materials or equipment prove defective or should the work as a whole, or any part
thereof, prove defective for any reason whatsoever (except due to intentional torts by the City),
or should the work as a whole or any part thereof fail to operate properly or fail to comply with
the plans and specifications, Guarantor will, at the City's sole election: 1) reimburse the City,
upon written demand, for all of the City's expenses incurred replacing or restoring any such
equipment or materials, including the cost of any work necessary to make such replacement or
repairs; or 2) replace any such defective material or equipment and repair said work completely,
all without any cost to the City. Guarantor further guarantees that any such repair work will
conform to the plans and specifications for the project. This guarantee will remain in effect for
five years from the date on which the contracted for work is accepted for use by the City.

Guarantor understands and agrees that the City shall have the unqualified option to make any
replacements or repairs itself or to have such replacement, repair, performed by the
undersigned. The City shall have no obligation to consult with Guarantor before the City
proceeds to perform any repair, replacement, or work itself. If the City elects to have Guarantor
perform said repair, replacement, or work, Guarantor agrees that the repair, replacement, or
work shall be performed within 15 days after receipt of a written demand from the City.

If the City elects to perform the replacement, repairs itself, Guarantor agrees to make
reimbursement payment within 15 days after receipt of a written demand for payment from the
City.

If the Guarantor fails or refuses to comply with this guarantee, the City shall be entitled to all
costs and expenses, including attorneys and expert fees, reasonably incurred by reason of
Guarantor's failure or refusal.

Guarantor _____ Date: _____

Contractor: _____ By: _____

Title: _____

Project No.

STATEMENT OF NON COLLUSION BY CONTRACTOR

The undersigned who submits herewith to the City of Placentia a bid or proposal does hereby certify:

- a. That all statements of fact in such bid or proposal are true;
- b. That such bid or proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;
- c. That such bid or proposal is genuine and not collusive or sham;
- d. That said bidder has not, directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the City of Placentia or of any other bidder or anyone else interested in the proposed procurement;
- e. Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid or proposal, or that anyone should refrain from bidding or withdraw his bid or proposal;
- f. Did not in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the bid or proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his bid or proposal price, or that of anyone else;
- g. Did not, directly or indirectly, submit his bid or proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member agent thereof, or to any individual or group of individuals, except to the City of Placentia, or to any person or persons who have a partnership or their financial interest with said bidder in his business.
- h. Did not provide, directly or indirectly to any officer or employee of the City of Placentia any gratuity, entertainment, meals, or anything of value, whatsoever, which could be objectively construed as intending to invoke any form of reciprocation or favorable treatment.
- i. That no officer or principal of the undersigned firm is related to any officer or employee of the city by blood or marriage within the third degree or is employed, either full or part time, by the City of Placentia either currently or within the last two (2) years.
- j. That no officer or principal of the undersigned firm nor any subcontractor to be engaged by the principal has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy or any other act in violation of any state or federal antitrust law in connection with the bidding upon award of, or performance of, any public work contract, with any public entity, within the last three years.

I certify, under penalty of perjury under the laws of the State of California, that the foregoing is true and correct and that this certification was executed:

On _____ at _____ California.

Firm _____

Street _____

City _____ State _____ Zip _____

(Signature)

(Print Name & Title)

Project No.

EXHIBIT A
SCOPE OF SERVICES

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EXHIBIT B
SCHEDULE OF PERFORMANCE

EXHIBIT C
INSURANCE REQUIREMENTS

Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain the insurance listed below. Any requirement for insurance to be maintained after completion of the work shall survive this agreement.

CITY reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this agreement.

A. Workers Compensation & Employers Liability Insurance

- Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- Employers Liability with limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- The policy shall include a written waiver of the insurer's right to subrogate against CITY.
- Required Evidence Of Coverage:
 1. Subrogation waiver endorsement; and
 2. Properly completed Certificate of Insurance.

B. General Liability Insurance

- Commercial General Liability Insurance no less broad than Insurance Services Office (ISO) form CG 00 01.
- Coverage shall be on a standard occurrence form. Claims-Made forms are not acceptable without prior written consent. Modified, limited or restricted Occurrence forms are not acceptable without prior written consent.
- Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The

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General Aggregate shall apply separately to each project. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Umbrella Liability Insurance. If contractor maintains higher limits than the specified minimum limits, CITY requires and shall be entitled to coverage for the higher limits maintained by contractor.

- Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by CITY. Contractor is responsible for any deductible or self-insured retention and shall fund it upon CITY'S written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving CITY.
- Coverage shall be continued for one (1) year after completion of the work.
- CITY shall be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the contractor. CITY shall continue to be an additional insured for completed operations for (1) year after completion of the work.
- The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard ("f" definition of insured contract in ISO form CG 00 01, or equivalent).
- The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- The policy shall cover inter-insured suits and include a "Separation of Insureds" or "severability" clause which treats each insured separately.
- The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against all persons or entities that are, or are required to be, additional insureds.
- The policy shall not contain a Contractors' Warranty or other similar language which eliminates or restricts insurance because of a

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subcontractor's failure to carry specific insurance or to supply evidence of such insurance.

- Required Evidence of Coverage:
 1. Copy of the additional insured endorsement or policy language granting additional insured status;
 2. Copy of the endorsement or policy language indicating that coverage applicable to the additional insureds is primary and non-contributory;
 3. Properly completed Certificate of Insurance; and
 4. Completed and signed Agent/Broker Questionnaire with supporting documentation as required.

C. Automobile Liability Insurance

- Minimum Limit: \$1,000,000 combined single limit per accident.
- Coverage shall apply to all owned, hired and non-owned vehicles.
- CITY shall qualify as an insured.
- Required Evidence of Coverage:
 1. Copy of the endorsement or policy language indicating that CITY is an insured; and
 2. Properly completed Certificate of Insurance.

D. Contractors Pollution Liability Insurance

- Minimum Limits: \$1,000,000 per Pollution Incident; \$1,000,000 Aggregate;
- Coverage shall apply to pollution incidents at or from any location at which Contractor is performing work under this agreement.
- Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it shall be approved in advance by CITY. Contractor is responsible for any deductible or self-insured retention and shall fund it upon CITY written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving CITY.

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- CITY shall be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the Contractor. Additional insured status shall continue for one (1) year after completion of the work.
- The insurance provided to the additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by them.
- If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of work.
- The insurance shall be continued for one (1) year after completion of the work. If the insurance is on a Claims-Made basis, the continuation coverage may be provided by: (a) renewal of the existing policy; (b) an extended reporting period endorsement; or (c) replacement insurance with a retroactive date no later than the commencement of the work.
- Required Evidence of Coverage:
 1. Copy of the additional insured endorsement or policy language granting additional insured status;
 2. Copy of the endorsement or policy language indicating that coverage for the additional insureds is primary and non-contributory;
 3. Properly completed Certificate of Insurance.

E. Surety Bonds

- Bid bond.
- Performance and payment bonds for the entire contract price.
- The surety must be authorized to issue these bonds in the State of California.

F. Standards for Insurance Companies

- Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

G. Documentation

- [REDACTED] The Certificate of Insurance shall include the following reference:
[REDACTED]
- The name and address for Additional Insured endorsements and Certificates of Insurance is: City of Placentia
- Contractor shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- Current Evidence of Coverage shall be provided for the entire required period of insurance.
- Upon written request, certified copies of required insurance policies shall be provided within thirty (30) days.

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EXHIBIT D

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

EXHIBIT E
CLAIMS PROCEDURE

SUMMARY OF PUBLIC CONTRACT CODE § 9204

The following procedure will apply to any claims by the Contractor on the City:

A “claim” is a separate demand on the City by a contractor on a public works project and sent by registered mail or certified mail with return receipt requested, for one or more of the following:

- A time extension, including relief from penalties for delay
- Payment by the City of money damages under the terms of the contract
- Payment of an amount that is disputed by the City

Initial Review

The claim must be supported by appropriate documentation. The City has 45 days within which to review the claim and provide the contractor with a written statement identifying the disputed and undisputed portions of the claim. If the City does not issue a written statement, the claim is deemed rejected in its entirety. The City will pay any undisputed portion of the claim within 60 days of issuing the statement.

Meet & Confer

If the contractor disputes the City’s written response, or if the City does not issue one, the contractor may request in writing an informal conference to meet and confer for possible settlement of the claim. The City will schedule the meet and confer conference within 30 days of this request and provide a written statement identifying the remaining disputed and undisputed portions of the claim within 10 business days of the meet and confer. The City will pay the undisputed portion within 60 days of issuing this statement.

Mediation

With respect to any disputed portion remaining after the meet and confer, the City and contractor will submit the matter to nonbinding mediation, agree to a mediator within 10 business days after issuing the written statement, and share mediation costs equally. If mediation is unsuccessful, then the terms of the public works agreement and applicable law will govern resolution of the dispute.

Miscellaneous Provisions

Amounts not paid by the City in a timely manner bear interest at 7% per annum. Subcontractors may submit claims via this procedure through the general contractor. The City and contractor may waive the requirement to mediate, but cannot otherwise waive these claim procedures.



Letner
ROOFING CO.

Est. 1957
Lic. No. 689961

May 2, 2023

Contractor: City Of Placentia
Fax No: _____
Attention: Joel Cardenas

Project: **City of Fire station #1 and #2**

Thank you for the opportunity of providing you with a proposal for the above-mentioned project. This proposal is to furnish you with the following scope of work:

Spec Section 075416 KETONE ETHYLENE ESTER (KEE) ROOFING
073200 CLAY TILE
070150 PREPARATION FOR RE-ROOFING

Fire Station #1

- Demo existing Roof system Down to plywood substrate.
- Remove and re-install counter flashing and Coping metal for the installation of new roofing.
- Install new ¼" dens deck and TREMCO single ply system mechanically attached over the prepared substrate.
- Seal seams at the duct drops into the roof system.
- Install new TPA penetration boots.
- Provide owner with manufactures warranty and Letner labor warranty per specs.

Base Bid.....\$ 109,255.00

Fire Station #2

- Demo existing Roof system Down to plywood substrate.
- Remove and re-install counter flashing and Coping metal for the installation of new roofing.
- Install new ¼" dens deck and TREMCO single ply system mechanically attached over the prepared substrate.
- Seal seams at the duct drops into the roof system.
- Install new TPA penetration boots.
- Provide owner with manufactures warranty and Letner labor warranty per specs
- At specified sections remove and re-install tiles and provide new single ply at valley for a watertight system.

Base Bid.....\$ 125,300.00

Price to replace ½" plywood 4'X8' \$12.50 sq. ft.

Exclusions: Lead paint removal, Sheet metal not mentioned above, Wood nailers, Mechanical, Electrical not mentioned above and plumbing,

Bond Rate: 1.5% (not included)
Insurance Coverage: \$5 million
Union: Yes

Sincerely,
LETNER ROOFING CO.

German Gonzalez
Assistant Vice President



ROOFING PROPOSAL

Proposal For:	Joel Cardenas	Proposal No:	
Company:	City of Placentia Public Works	Phone:	
Email Address:	JCardenas@placentia.org	Fax:	
Project:	Placentia Fire Station 1 & 2	Date:	4/11/2023
Project Address:	City of Placentia, CA		

Note: Assumed to be regular business hours.

Scope of Work: Coating Repair approximately 1,600 SQF:

Fire Station 1: 3,200 SQF

- Demo/Remove all existing Built Up Roofing per Tremco Drawings & limits of work.
- Furnish & Install new crickets at drain points & on high side of curbs.
- Furnish & Install ½” cover board mechanically attached.
- Furnish & Install Tremply Kee 60Mil mechanically attached.
- Furnish & Install Clad metal at scuppers.
- Remove & Re-use coping.
- 30 Year Manufacturer warranty

Price: \$108,424.00

Fire Station 2: Flat Roof 3,900 SQF

- Demo/Remove all existing Built Up Roofing per Tremco Drawings & limits of work.
- Furnish & Install new crickets at drain points & on high side of curbs.
- Furnish & Install ½" cover board mechanically attached.
- Furnish & Install Trempro Kee 60Mil mechanically attached.
- Furnish & Install Clad metal at scuppers.
- 30 Year Manufacturer Warranty

Fire Station 2: Tile Roof 4,200 SQF

- Demo/Remove existing tile down to substrate.
- Furnish & Install Self Adhered Underlayment over substrate.
- Furnish & Install MCA Maruhachi S – Tile.
- Furnish & Install MCA Trim pieces per manufacturers guidelines.
- Furnish & Install Kee Membrane at Valley locations.
- 30 Year Manufacturer Warranty.

Price: \$239,824.00

EXCLUSIONS:

- Tear Off/Demo of existing Tile at Fire Station 1
- Substrate repairs.
- Full drain replacement
- Carpentry
- Nailer Removal/Replacement
- Replacement of coping at Fire Station 1
- Removal of ACM/Abatement.
- Gutter Repair / Replacement
- Repairs at any other location aside of limits of work.
- Disconnect/Re-connect of mechanical or antennas.
- Roof Accessories, Prefab Curbs, Skylights, Vents.
- Non working full time onsite Supervisor/Foreman.
- HVAC, Mechanical or Related Duct Work, Electrical and Plumbing.
- Protection of completed work from damage by other trades or construction traffic
- Permits, Inspection, Testing and Consultant costs and fees.
- Payment and Performance Bond. ADD 1% if required.
- All other work not specifically stated under Scope of Work above

The General Terms and Conditions attached hereto are expressly incorporated into this Proposal and will form the contract between the parties.

This Proposal is valid for 20 days from the date of the Proposal.

Material lead times for this product may change at any given time.

We appreciate the opportunity to submit you a bid. Should you have any questions, please don't hesitate to contact me at (310) 328-6969 ext. 239. I can also be reached on my cell phone at (310) 613-2104.

Respectfully Submitted,

Jonathan Munoz

Jonathan Munoz
BEST Contracting Services, Inc.
License #456263
DIR# 1000000563

Proposal No.:

GENERAL TERMS & CONDITIONS

Acceptance of this proposal by General Contractor ("Contractor") shall constitute acceptance of all terms and conditions recited herein and shall supersede any conflicting term in any other past or future Contractor or Project document. Contractor's agreement herewith shall be evidenced by Contractor listing BEST Contracting Services, Inc. ("BEST") in its bid documents or by permitting BEST to commence work for the Project:

1. BEST shall be paid monthly progress payments on or before the 15th of each month for the value of work completed plus the amount of materials and equipment suitably stored on or off site. Final payment shall be due 30 days after the work described in the Proposal is substantially completed. BEST shall have the right to stop work if any payment is not timely made and BEST may keep the job idle until all payments due are received; in no such event shall BEST be liable for damages arising from delay in completion.
2. All sums not paid when due shall bear interest at the rate of 1 ½ % per month.
3. No back-charges by, or claim of, the Contractor for services performed by others shall be valid against BEST unless agreed to in writing by BEST before the work is performed.
4. Contractor is to prepare all work areas so as to be acceptable for BEST's work. BEST will not be called upon to start work until sufficient areas are ready to insure a continuous work sequence, which is what the Proposal price is based upon. There will be a charge of: \$3,500 for each break in the continuous sequence of work due to Owner or Contractor's action(s) or direction. The Contractor shall furnish all temporary site facilities, including suitable storage space, temporary electrical, toilets and water, and security at no cost to BEST.
5. BEST shall be given reasonable time in which to make delivery of materials and/or labor to commence and complete its work. BEST shall not be responsible for delays or defaults where occasioned by causes of any kind and extent beyond its control, including but not limited to: delays caused by the Owner, Contractor, architect and/or engineers, delays in transportation, shortage of raw materials, civil disorders, labor difficulties, vendor allocations, fires, floods, accidents and acts of God. BEST shall be entitled to an equitable adjustment in the subcontract amount for additional costs due to unanticipated Project delays or accelerations caused by others whose acts are not BEST's responsibility, as well as to time extensions for unavoidable delays. No liquidated damages may be assessed against BEST for more than the amount actually paid by the Contractor for unexcused delays to the extent actually solely caused and agreed to by BEST. Under no circumstances shall BEST be liable for consequential or indirect damages of any type, or damages for delay in completion of the Project.
6. BEST's work is guaranteed for a period of one year from the date of substantial completion or beneficial use, whichever is earlier. The exclusive remedy shall be that BEST, shall replace or repair any part of its work, which is found to be defective. BEST shall not be responsible for damage or defect caused by third parties, follow-on contractors, abuse, modifications, improper or insufficient maintenance, improper operation or normal wear, tear and usage.
7. Work called for herein is to be performed during BEST's regular working hours. All work performed outside of such hours shall be the basis for a change order, charged at BEST's prevailing overtime rates. The mark-up for profit and overhead for all change orders shall be at least twenty-five percent.
8. BEST will indemnify and hold harmless the Contractor from damages only to the extent such damages are caused by the sole negligent act or omission of BEST.
9. In the event of a price increase of material, supplies, equipment, or energy greater than five percent occurring between the date of this Proposal and the first day of performance of the specific work affected by the price increase, through no fault of BEST, the amount owed to BEST shall be equitably adjusted by change order(s) to reflect those price increase(s). BEST shall be entitled to such escalation costs regardless of Contractor being able to pass those costs through to the Owner.
10. BEST shall not be held responsible if the design or structure of the roof deck being roofed does not conform to the requirements of the UBC or other code requirements, with resulting standing or ponding water.
11. Should BEST be required to raise pipes, conduit, air conditioning units, duct work or other roof mounted equipment (collectively "roof top items") to roof under them, BEST will endeavor to handle these items with care, however, BEST will not accept any liability for damage to any these roof top items which are handled during normal roofing activity.
12. Contractor shall be responsible to compensate BEST for any increase made in the state or local sales tax rate that was not in effect at the time of bid and not reflected in the bid documents.
13. Due to the recent volatility in material prices, the price(s) stated in this proposal is/are valid only for contracts accepted and executed within 30 days of the date of this proposal.

ROOFING PROPOSAL

Page 5 of 5

14. NOTE that some of the materials and products specified to be used and installed in the construction of this project are, or may later become, unavailable, significantly delayed in shipment and/or subject to price increases due to circumstances beyond our control, including the current national and industry-wide materials shortage crisis, as well as the COVID-19 pandemic. With respect to material delivery, we can make no guarantees as to whether material lead times and delivery will accommodate the Project Schedule. Note that the actual lead time and delivery dates can only be provided by and confirmed by the material manufacturer. If a specified product is unavailable or shipment is or will be delayed, we will provide notice to you and shall be afforded a time extension on the project schedule, and substitute products, if available, may be considered.

15. If there is an increase in the actual cost of the labor or materials charged to us in excess of 5% subsequent to making this Agreement, the price set forth in this Agreement shall be increased without the need for a written change order or amendment to the contract to reflect the price increase and additional direct cost to us. We will submit written documentation of the increased charges to you upon request. As an additional remedy, if the actual cost of any line item increases more than 10% subsequent to the making of this Agreement, we, at our sole discretion, may terminate the contract for convenience, without consequence.

END OF DOCUMENT

4/11/23



Rite-Way Roof Corporation

Commercial Roof Services- CA License # 661941 C-39

15425 ARROW RT. FONTANA, CA. 92335 91730 * 909-931-7271 * FAX 909-931-7665

Proposal and Contract

City of Placentia

Fire Station # 1

Attn.: Joel Cardenas

Property: 110 S. Bradford Ave.

Placentia CA, 92870

New Tremco KEE 60mil Single Ply Roofing System

> Plywood Sq ft Price:.....\$6.00 Sq. ft.

New Tremco KEE Single Ply roof system.....\$139,667.00

Wage rates based on Prevailing Wage Rates during normal working hours between 6am and 5pm. No weekend or after-hours work has been figured. Based on good access to building and staging next to building.

Contractor will supply all necessary labor, materials, and equipment to install a new Tremco, Tremply KEE mechanically fastened Single Ply roof system per Manufacturer's Specifications on building noted in roof diagram below as follows:

Scope:

- On upper and lower roofs (called out in roof diagram below), remove existing coping cap and set aside for future re-installation.
- Remove existing roof system and flashings down to wood deck. Approx. 3,400 sq. ft. * **Testing/Abatement of any kind not included in this proposal.** *
- Any dry rot throughout roof deemed necessary to be replaced will be an additional cost (see line items above).
- Install new tapered insulation crickets loosely laid to achieve proper drainage to existing drains and scuppers, as needed.
- Install a 1/2" Dens Deck roof board mechanically fastened over wood decking per manufacturer's specifications.
- Install White 60 mil Tremply KEE barebacked membrane mechanically attaching over new 1/2" Dens Deck per manufacturer's specifications.
- Fully-adhere one (1) layer of layer of White 60-mil Tremply KEE barebacked single-ply membrane to parapet walls and curb flashings with low VOC bonding adhesive.
- Flash exhaust fans, curbs, drains and pipe penetrations per manufacturers specifications. Seal and caulk all terminations.
- Install one (1) new Leader Head and Down Spout to assist drainage from upper roof to the lower roof.
- Re-install set aside coping cap, sealing per manufacturers specification.
- Install new Tremco walk pad in a continuous walkway path from roof access paths to and around serviceable mechanical units per manufacturers specification.
- Clean up and haul off all roof debris.
- New roof to have a two (2) year warranty against leaking due to workmanship from Rite-Way Roof Corp.
- Supply Thirty (30) year Manufacturer's warranty.

Exclusions: Abatement and or testing of any kind, Insulation replacement of any kind other than what is specifically called out above, Deck replacement other than line items called out above, any siding wood or otherwise, Any sheet metal other than what is stated in scope above, Gutters, Equipment pad covers, Skylights, Wood nailers, Wood blocking, Raising of any equipment curb or platform, Roof hatch, Roof accessories, Vapor barrier, Any wood work not called out

4/11/23

above, Waterproofing, Deck wall or traffic coatings, Any mechanical work, Painting, Electrical work including disconnect /re-connect, Plumbing work, Duct repair or sealing, Drain supply or installation, Interior damages, Interior protection, Temp fencing, Temporary roofing of any kind, Water testing, Scaffolding, Over time wages, Permits, Bonding. Please note if bonding is required our bonding rate for a project this size is 2.5%

- ❖ LIC#: 661941
- ❖ CLASSIFICATIONS: C-39
- ❖ SMALL BUSINESS CERTIFICATION #38907.
- ❖ TREMCO CERTIFIED APPLICATOR



Roof Diagram

Notes:

1. All Safety Standards per CAL/OSHA will be adhered to. Any additional safety requirements beyond CAL/OSHA standards may result in an additional surcharge.
2. Prices are good for 30 days from the bid date unless otherwise noted.
3. All work to be completed in a workmanlike manner according to standard practices.
4. Overtime requirements due to inclement weather, other trade delays and/or delays not related to Rite-Way Roof are not included in this price.
5. Our price to perform this work includes all applicable insurance, taxes, labor, material and equipment.
6. Due to insurance and safety concerns, no work will be performed during inclement or adverse weather conditions i.e., rain or severe wind.
7. Owner acknowledges that, while contractor may make observations about the general condition of the roof(s) being serviced, nothing in this agreement creates any obligation on the part of contractor to warn, advise or make recommendations to owner concerning conditions observed other than the immediate area(s) repaired by contractor.

Payment Terms: To be Negotiated.

4/11/23

Rite-Way Roof Corporation

Owner or Representative:

By: _____

By: _____

Adam Hernandez, Estimator

Title _____

Express Warranty. Rite Way Roof Corporation ("RWC") expressly warrants that the work performed pursuant to this Proposal and Contract ("the Work") will be free from any defect for a period of two (2) years from substantial completion of the Work, subject to the following definitions and limitations: The parties agree that, for the purpose of this proposal and contract and the work performed by RWC, the term "defect" is defined and limited to an item of workmanship which:

1. Falls below the reasonable standard of care in RWC's trade, when considered in light of the conditions present at the property in question, or
2. A material deviation from the approved specifications for the Work;

and which

1. Cause's damage to another component of the improvements which comprise the property in question, or
2. Significantly diminishes the expected usable life of the Work.

Warranty Limitations and Exclusions. RWC's liability to the property owner pursuant to this warranty shall be limited to RWC's labor and material costs to remedy any claimed defect it determines to in fact exist.

This warranty is limited only to those materials supplied and installed by RWC, and specifically excludes:

1. Existing materials salvaged by RWC and utilized in the course of the Work;
2. Any defect or other condition in other components of the property which interface with, or are located adjacent to, the Work. The property owner shall be solely responsible for conducting any inspections he or she deems necessary to inspect other portions of the property. Owner expressly acknowledges and agrees that RWC is under no duty to advise Owner of any conditions existing or discovered outside the scope of RWC's Work;
3. Any damage to personal property, contents or other portions of the property caused by water intrusion during RWC's performance of the Work, regardless of cause.

Commencement of the Warranty Period. The warranty period shall commence upon substantial completion of RWC's Work. In the case of multiple buildings or structures, the warranty provided by RWC shall commence upon substantial completion of RWC's Work on each such structure.

Warranty Claims. In order to invoke the warranty provided by RWC, the property owner must provide written notice of any defect which it believes to exist within the Work. RWC shall have twenty (20) days from the date of the written notice to make those repairs it determines are reasonably necessary to remedy the claimed defect.

Voiding of Warranty. This warranty shall be void in the event of any of the following:

1. Inadequate maintenance of the roof systems which comprise the Work by the Owner;
2. Any modification or repair of the Work by any third party; or
3. Failure to provide Contractor with written notice of any claimed defect and sufficient time to remedy the claimed defect as provided for in this Proposal and Contract.

Investigation of Warranty Claims. The property owner understands and acknowledges that a roof may leak for a number of reasons not related to any defect in the Work including, but not limited to: fire, earthquake, extreme wind, hail or distortion, warping, settlement or other defects in the foundation (roof deck) upon which the roof is applied and rests, excessive foot traffic, tree droppings, tree branch contact and acts of vandalism. Further, a roof may leak as a result of defects in components outside the scope of the Work including, but not limited to, leaks through the skylights, air conditioning units, vents, or other sheet metal installations.

In the event the property owner makes a claim pursuant to RWC's express warranty which is determined to not in fact be a defect, the property owner understands and agrees that they will be responsible for all costs and fees charges by RWC to perform its investigation. These fees and costs will include an hourly charge for the investigation, as well as the cost of any materials used by RWC in the course of the investigation. The property owner agrees that these charges will be paid upon presentation of RWC's invoice.

Water Leaks During Work. Sudden rains may occur without warning. RWC has no control over the weather, and cannot ensure that weather conditions will be suitable for the duration of the Work. The property owner understands and agrees that RWC will have no liability of responsibility for damage to any person property, contents, or other components of the property caused by water or rain damage which occurs during the Work.

No Duty Beyond Work. In the course of preparing this Proposal and Agreement, and in performing the Work, RWC may make observations or recommendations about other aspects or components of the property. The property owner understands and agrees that, in making any observations, statements or recommendations, RWC is not acting as a consultant. The property owner agrees that he or she is not in any way relying upon any statements, observations or recommendations made by RWC pertaining to any item outside the scope of the Work. RWC shall have no liability to the property owner or any other party which extends beyond the scope of the Work in any manner, fashion or respect.

Extras to the Work. During progress of construction, the property owner may order extra work beyond the scope of Work identified in this Proposal and Contract. The amount for such extra work shall be determined in advance if possible. Otherwise, the property owner will be charged for RWC's actual cost of labor, materials, and all other direct allocable costs plus 22% for RWC's overhead and fee. All sums for extras shall be due and payable in advance of the work performed unless agreed in writing that it is payable at any other time.

Delays in Completion of the Work. RWC shall not be responsible for delays incurred as a result of acts of neglect or omission of the property owner or his or her employees or agents, acts of God, stormy or inclement weather, strikes, lockouts, boycotts, or other labor union activities, extra work ordered by the property owner, acts of public enemy, riots or civil commotion, inability to secure material through regular recognized channels, imposition of government priority or allocation of materials, failure of Owner to provide payments when due, or delays caused by inspections, or changes ordered by the inspectors of governmental bodies concerned, or other causes beyond the control of RWC.

Unless otherwise agreed in writing by the parties, the property owner understands and agrees that property owner is not relying upon any representations made by RWC with regard to the total time duration for completion of the Work. The property owner has been advised and understands that a fixed-duration agreement, subject to the exceptions set forth above, may be negotiated with RWC for an additional fee.

Access to the Property. The property owner agrees to grant free access to work areas for workmen and vehicles and shall allow areas for storage of materials and debris.

1. The property owner agrees to keep driveways clear and available for movement and parking of trucks during normal work hours.
2. The property owner understands and agrees that RWC and its workmen shall not be expected to keep gates closed for animals or children.
3. The property owner agrees that RWC shall have no liability or responsibility for and damage to driveways, walks, lawns, shrubs or other vegetation, caused by movement of trucks, men, equipment, materials, debris, etc.
4. The property owner understands and agrees that adequate access will be provided to all portions of the property in order for RWC to complete the Work. The property owner understands and agrees that RWC will charge a minimum of \$400 above and beyond the price set forth in this Proposal and Agreement for each trip to the property at which access to the property is not available.

4/11/23

Right to Stop Work. RWC may stop its work if payments are not made by the property owner when due. In the event RWC's work should be stopped by order of any court or other authority or by the property owner for a period of sixty (60) days or more, RWC may, at its option, demand and receive payment for all work executed and materials supplied (inclusive of profit and overhead) as of the date of the work stoppage.

Replacement of Antennas. The property owner understands and agrees that RWC shall not be responsible for removal or reinstallation of antennas or satellite dishes. The property owner understands that RWC may charge an additional fee in addition to the price set forth in this Proposal and Agreement to remove or replace antennas or satellite dishes, should it elect to perform such removal or replacement.

Interest on Unpaid Balance. All invoices provided by RWC are due and payable upon presentation to the property owner. RWC shall be entitled to collect interest at the rate of one and one-half (1-1/2%) per month on any unpaid balance. Any partial payments made by the property owner will be first applied to accrued interest. Any remaining monies will then be applied to reduce the outstanding principal balance.

Arbitration. RWC and the property owner agree that any dispute arising out of or in any way pertaining to any claim of defects in the Work or breach of the warranty provided by RWC shall be submitted to the American Arbitration Association for binding arbitration. The property owner understands and acknowledges that, by entering into this Proposal and Agreement, he or she is waiving the right to file suit and receive a jury trial, as well as to appeal the binding decision of the arbitrator. For the purpose of the arbitration proceedings, any demand for arbitration shall be filed with the office of the American Arbitration Association located closest to the property.

This provision does not apply to any action instituted by RWC for collection of monies due or as a result of the property owner's breach of this Proposal and Agreement.

Attorney Fees. In the event any claim, demand, arbitration proceeding or lawsuit should be made or instituted in connection with or in any way pertaining to this Proposal and Agreement or the work, RWC shall be entitled to reimbursement for its reasonable attorney fees and costs incurred by it. Recoverable costs shall include court costs, filing fees, arbitration fees, expert fees and expert costs.

Integrated Agreement/Amendment. Both RWC and the property owner agree that the terms set forth in this Proposal and Agreement constitute the full and complete agreement of the parties, and is intended to constitute a fully integrated contract agreement under California law. The property owner acknowledges and agrees that RWC has made no promises, representations of fact or warranties except as set forth in this Proposal and Agreement.

The terms of this Proposal and Agreement may only be modified by another written agreement.

Agreement Binding When Signed. This Proposal and Agreement is only binding upon its execution by the property owner and an officer or principal of RWC.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS STATE LICENSE BOARD. ANY QUESTIONS CONCERNING THE RESPONSIBILITIES OF A CONTRACTOR MAY BE REFERRED TO REGISTRAR OF THE BOARD

4/11/23



Rite-Way Roof Corporation

Commercial Roof Services- CA License # 661941 C-39

15425 ARROW RT. FONTANA, CA. 92335 91730 * 909-931-7271 * FAX 909-931-7665

Proposal and Contract

City of Placentia

Fire Station #2

Attn.: Joel Cardenas

Property: 1530 Valencia Ave.

Placentia CA, 92870

New Tremco KEE 60mil Single Ply Roofing System & US Tile Roof System

➤ Plywood Sq ft Price:.....\$6.00 Sq. ft.

New Tremco KEE Single Ply Roof System & U.S. Tile Roof System.....\$268,632.00

Wage rates based on Prevailing Wage Rates during normal working hours between 6am and 5pm. No weekend or after-hours work has been figured. Based on good access to building and staging next to building.

Contractor will supply all necessary labor, materials, and equipment to install a new Tremco, Tremply KEE mechanically fastened Single Ply roof system per Manufacturer's Specifications on building noted in roof diagram below as follows:

KEE Scope:

- On upper and lower roofs (called out in roof diagram below), remove existing roof system and flashings down to wood deck. Approx. 5,100 sq. ft. * **Testing/Abatement of any kind not included in this proposal.** *
- Any dry rot throughout roof deemed necessary to be replaced will be an additional cost (see line items above).
- Install new tapered insulation crickets loosely laid to achieve proper drainage to existing drains and/or scuppers, as needed.
- Install a 1/2" Dens Deck roof board mechanically fastened over wood decking per manufacturer's specifications.
- Install White 60-mil Tremply KEE barebacked membrane mechanically attaching over new 1/2" Dens Deck per manufacturer's specifications.
- Fully-adhere one (1) layer of layer of White 60-mil Tremply KEE barebacked single-ply membrane to parapet wall and curb flashings with low VOC bonding adhesive.
- Flash exhaust fans, curbs, drains and pipe penetrations per manufacturers specifications. Seal and caulk all terminations.
- Re-install set aside coping cap, sealing per manufacturers specification.
- Install new Tremco walk pad in a continuous walkway path from roof access paths to and around serviceable mechanical units per manufacturers specification.
- Clean up and haul off all roof debris.
- New roof to have a two (2) year warranty against leaking due to workmanship from Rite-Way Roof Corp.
- Supply Thirty (30) year Manufacturer's warranty.

Tile Roof Scope:

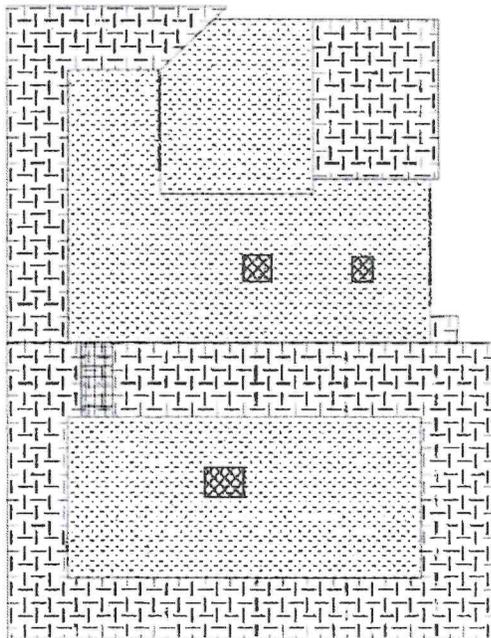
- Remove existing tile roof system and flashings down to wood deck. Approx. 3,800 sq. ft. * **Testing/Abatement of any kind not included in this proposal.** *
- Fully Adhere (1) one layer of Tremco SA roof underlayment per manufactures specifications.
- Install U.S. 1-Piece "S" Mission roofing tile per manufacturers specifications. Color to be Natural Red, additional colors/blends available at additional cost. Each tile to have a corrosive resistant fastener attached to wood deck.
- Install edge metal, trim tile, and metal bird stop per specifications.

4/11/23

- Clamp and seal all pipes and vents per manufacturer's specifications.
- Clean up and haul away all roofing debris associated with new roof installation.
- Tremco SA Underlayment to have a 10-year manufacturer's warranty.
- Roof Tile to have U.S. Tile standard Manufacturer's warranty on material.
- Rite-Way Roof Corp. to furnish a two (2) year warranty against leaking due to workmanship.

Exclusions: Abatement and or testing of any kind, Insulation replacement of any kind other than what is specifically called out above, Deck replacement other than line items called out above, any siding wood or otherwise, Any sheet metal other than what is stated in scope above, Gutters, Equipment pad covers, Skylights, Wood nailers, Wood blocking, Raising of any equipment curb or platform, Roof hatch, Roof accessories, Vapor barrier, Any wood work not called out above, Waterproofing, Deck wall or traffic coatings, Any mechanical work, Painting, Electrical work including disconnect /re-connect, Plumbing work, Duct repair or sealing, Drain supply or installation, Interior damages, Interior protection, Temp fencing, Temporary roofing of any kind, Water testing, Scaffolding, Over time wages, Permits, Bonding. Please note if bonding is required our bonding rate for a project this size is 2.5%

- ❖ LIC#: 661941
- ❖ CLASSIFICATIONS: C-39
- ❖ SMALL BUSINESS CERTIFICATION #38907.
- ❖ TREMCO CERTIFIED APPLICATOR



- 075416 KETONE ETHYLENE ROOFING
- 073200 CLAY TILE SPECIFICATION
- NOT IN SCOPE
- SERVICEABLE EQUIPMENT



Roof Diagram

Notes:

1. All Safety Standards per CAL/OSHA will be adhered to. Any additional safety requirements beyond CAL/OSHA standards may result in an additional surcharge.
2. Prices are good for 30 days from the bid date unless otherwise noted.

4/11/23

3. All work to be completed in a workmanlike manner according to standard practices.
4. Overtime requirements due to inclement weather, other trade delays and/or delays not related to Rite-Way Roof are not included in this price.
5. Our price to perform this work includes all applicable insurance, taxes, labor, material and equipment.
6. Due to insurance and safety concerns, no work will be performed during inclement or adverse weather conditions i.e., rain or severe wind.
7. Owner acknowledges that, while contractor may make observations about the general condition of the roof(s) being serviced, nothing in this agreement creates any obligation on the part of contractor to warn, advise or make recommendations to owner concerning conditions observed other than the immediate area(s) repaired by contractor.

Payment Terms: To be Negotiated.

Rite-Way Roof Corporation

Owner or Representative:

By: _____

By: _____

Adam Hernandez, Estimator

Title _____

Express Warranty. Rite Way Roof Corporation ("RWC") expressly warrants that the work performed pursuant to this Proposal and Contract ("the Work") will be free from any defect for a period of two (2) years from substantial completion of the Work, subject to the following definitions and limitations: The parties agree that, for the purpose of this proposal and contract and the work performed by RWC, the term "defect" is defined and limited to an item of workmanship which:

1. Falls below the reasonable standard of care in RWC's trade, when considered in light of the conditions present at the property in question, or
2. A material deviation from the approved specifications for the Work;

and which

1. Cause's damage to another component of the improvements which comprise the property in question, or
2. Significantly diminishes the expected usable life of the Work.

Warranty Limitations and Exclusions. RWC's liability to the property owner pursuant to this warranty shall be limited to RWC's labor and material costs to remedy any claimed defect it determines to in fact exist.

This warranty is limited only to those materials supplied and installed by RWC, and specifically excludes:

1. Existing materials salvaged by RWC and utilized in the course of the Work;
2. Any defect or other condition in other components of the property which interface with, or are located adjacent to, the Work. The property owner shall be solely responsible for conducting any inspections he or she deems necessary to inspect other portions of the property. Owner expressly acknowledges and agrees that RWC is under no duty to advise Owner of any conditions existing or discovered outside the scope of RWC's Work;
3. Any damage to personal property, contents or other portions of the property caused by water intrusion during RWC's performance of the Work, regardless of cause.

Commencement of the Warranty Period. The warranty period shall commence upon substantial completion of RWC's Work. In the case of multiple buildings or structures, the warranty provided by RWC shall commence upon substantial completion of RWC's Work on each such structure.

Warranty Claims. In order to invoke the warranty provided by RWC, the property owner must provide written notice of any defect which it believes to exist within the Work. RWC shall have twenty (20) days from the date of the written notice to make those repairs it determines are reasonably necessary to remedy the claimed defect.

Voiding of Warranty. This warranty shall be void in the event of any of the following:

1. Inadequate maintenance of the roof systems which comprise the Work by the Owner;
2. Any modification or repair of the Work by any third party; or
3. Failure to provide Contractor with written notice of any claimed defect and sufficient time to remedy the claimed defect as provided for in this Proposal and Contract.

Investigation of Warranty Claims. The property owner understands and acknowledges that a roof may leak for a number of reasons not related to any defect in the Work including, but not limited to: fire, earthquake, extreme wind, hail or distortion, warping, settlement or other defects in the foundation (roof deck) upon which the roof is applied and rests, excessive foot traffic, tree droppings, tree branch contact and acts of vandalism. Further, a roof may leak as a result of defects in components outside the scope of the Work including, but not limited to, leaks through the skylights, air conditioning units, vents, or other sheet metal installations.

In the event the property owner makes a claim pursuant to RWC's express warranty which is determined to not in fact be a defect, the property owner understands and agrees that they will be responsible for all costs and fees charges by RWC to perform its investigation. These fees and costs will include an hourly charge for the investigation, as well as the cost of any materials used by RWC in the course of the investigation. The property owner agrees that these charges will be paid upon presentation of RWC's invoice.

Water Leaks During Work. Sudden rains may occur without warning. RWC has no control over the weather, and cannot ensure that weather conditions will be suitable for the duration of the Work. The property owner understands and agrees that RWC will have no liability of responsibility for damage to any person property, contents, or other components of the property caused by water or rain damage which occurs during the Work.

No Duty Beyond Work. In the course of preparing this Proposal and Agreement, and in performing the Work, RWC may make observations or recommendations about other aspects or components of the property. The property owner understands and agrees that, in making any observations, statements or recommendations, RWC is not acting as a consultant. The property owner agrees that he or she is not in any way relying upon any statements, observations or recommendations made by RWC pertaining to any item outside the scope of the Work. RWC shall have no liability to the property owner or any other party which extends beyond the scope of the Work in any manner, fashion or respect.

Extras to the Work. During progress of construction, the property owner may order extra work beyond the scope of Work identified in this Proposal and Contract. The amount for such extra work shall be determined in advance if possible. Otherwise, the property owner will be charged for RWC's actual cost of labor, materials, and all

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other direct allocable costs plus 22% for RWC's overhead and fee. All sums for extras shall be due and payable in advance of the work performed unless agreed in writing that it is payable at any other time.

Delays in Completion of the Work. RWC shall not be responsible for delays incurred as a result of acts of neglect or omission of the property owner or his or her employees or agents, acts of God, stormy or inclement weather, strikes, lockouts, boycotts, or other labor union activities, extra work ordered by the property owner, acts of public enemy, riots or civil commotion, inability to secure material through regular recognized channels, imposition of government priority or allocation of materials, failure of Owner to provide payments when due, or delays caused by inspections, or changes ordered by the inspectors of governmental bodies concerned, or other causes beyond the control of RWC.

Unless otherwise agreed in writing by the parties, the property owner understands and agrees that property owner is not relying upon any representations made by RWC with regard to the total time duration for completion of the Work. The property owner has been advised and understands that a fixed-duration agreement, subject to the exceptions set forth above, may be negotiated with RWC for an additional fee.

Access to the Property. The property owner agrees to grant free access to work areas for workmen and vehicles and shall allow areas for storage of materials and debris.

1. The property owner agrees to keep driveways clear and available for movement and parking of trucks during normal work hours.
2. The property owner understands and agrees that RWC and its workmen shall not be expected to keep gates closed for animals or children.
3. The property owner agrees that RWC shall have no liability or responsibility for and damage to driveways, walks, lawns, shrubs or other vegetation, caused by movement of trucks, men, equipment, materials, debris, etc.
4. The property owner understands and agrees that adequate access will be provided to all portions of the property in order for RWC to complete the Work. The property owner understands and agrees that RWC will charge a minimum of \$400 above and beyond the price set forth in this Proposal and Agreement for each trip to the property at which access to the property is not available.

Right to Stop Work. RWC may stop its work if payments are not made by the property owner when due. In the event RWC's work should be stopped by order of any court or other authority or by the property owner for a period of sixty (60) days or more, RWC may, at its option, demand and receive payment for all work executed and materials supplied (inclusive of profit and overhead) as of the date of the work stoppage.

Replacement of Antennas. The property owner understands and agrees that RWC shall not be responsible for removal or reinstallation of antennas or satellite dishes. The property owner understands that RWC may charge an additional fee in addition to the price set forth in this Proposal and Agreement to remove or replace antennas or satellite dishes, should it elect to perform such removal or replacement.

Interest on Unpaid Balance. All invoices provided by RWC are due and payable upon presentation to the property owner. RWC shall be entitled to collect interest at the rate of one and one-half (1-1/2%) per month on any unpaid balance. Any partial payments made by the property owner will be first applied to accrued interest. Any remaining monies will then be applied to reduce the outstanding principal balance.

Arbitration. RWC and the property owner agree that any dispute arising out of or in any way pertaining to any claim of defects in the Work or breach of the warranty provided by RWC shall be submitted to the American Arbitration Association for binding arbitration. The property owner understands and acknowledges that, by entering into this Proposal and Agreement, he or she is waiving the right to file suit and receive a jury trial, as well as to appeal the binding decision of the arbitrator. For the purpose of the arbitration proceedings, any demand for arbitration shall be filed with the office of the American Arbitration Association located closest to the property.

This provision does not apply to any action instituted by RWC for collection of monies due or as a result of the property owner's breach of this Proposal and Agreement.

Attorney Fees. In the event any claim, demand, arbitration proceeding or lawsuit should be made or instituted in connection with or in any way pertaining to this Proposal and Agreement or the work, RWC shall be entitled to reimbursement for its reasonable attorney fees and costs incurred by it. Recoverable costs shall include court costs, filing fees, arbitration fees, expert fees and expert costs.

Integrated Agreement/Amendment. Both RWC and the property owner agree that the terms set forth in this Proposal and Agreement constitute the full and complete agreement of the parties, and is intended to constitute a fully integrated contract agreement under California law. The property owner acknowledges and agrees that RWC has made no promises, representations of fact or warranties except as set forth in this Proposal and Agreement. The terms of this Proposal and Agreement may only be modified by another written agreement.

Agreement Binding When Signed. This Proposal and Agreement is only binding upon its execution by the property owner and an officer or principal of RWC.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS STATE LICENSE BOARD. ANY QUESTIONS CONCERNING THE RESPONSIBILITIES OF A CONTRACTOR MAY BE REFERRED TO REGISTRAR OF THE BOARD



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: CHIEF OF POLICE
DATE: JULY 11, 2023
SUBJECT: **PURCHASE OF FARO 360 DEGREE SCANNER**
FISCAL
IMPACT: EXPENSE: \$60,222.19 (103041-6840)

SUMMARY:

The City of Placentia does not have its own means of accurately diagramming a major accident scene. During the last fatal accident in January, Placentia had to rely on an outside agency to come in and diagram our scene. The purchase of the FARO 360 Degree Scanner would allow Placentia to have its own equipment and is an integral part of diagramming a major accident scene to support successful criminal prosecution.

RECOMMENDATION:

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

1. Approve the purchase of FARO Scanner Focus Premium and related components in the amount of \$60,222.19; and
2. Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

STRATEGIC PLAN STATEMENT:

This item conforms to Strategic Plan Goal 2, Ensure that Public Safety Remains a High Priority.

DISCUSSION:

The Placentia Police Department responds to serious injury and fatality collisions. The current best practices documentation expected by prosecutors for these types of collisions requires 3D Scanning Equipment and Software.

Traditionally, Placentia has had to rely on the La Habra Police Department to come into Placentia's jurisdiction to investigate and diagram these crime scenes. As the La Habra Police Department has recently upgraded to the FARO System, Placentia would like to begin operating its own FARO System, given the favorable unit pricing that can be utilized per the Purchasing Policy's Cooperating Purchasing Method. In purchasing the same unit and software, the two agencies can assist one another.

1.e.
July 11, 2023

3D Scanners and Software process data and produce detailed and scaled maps of collision and crime scenes that offer a 360-degree perspective. These images can be further scaled into diagrams. One officer utilizing a 3D Laser Scanner is capable of recording a scene or roadway in approximately 60% of the time required by four Police personnel using other methods to document the same scene.

Placentia was able to purchase the required software late last year using available grant funds, in the Fiscal Year 2022-23 Budget. The Base Retail price of the FARO Scanner is \$70,203; however, Staff was able to use other agencies' pricing to reduce the cost to \$60,222.19.

FISCAL IMPACT:

The cost of the FARO Technologies, Inc. Quote is \$60,222.19, which includes applicable taxes. This amount has been budgeted in the Police Department's Fiscal Year 2023-24 Budget. As such, sufficient funds exist for the recommended actions.

Submitted by:



Teri Knutson
Management Analyst

Reviewed and approved:



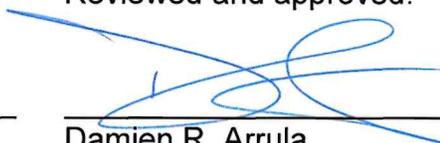
Brad Butts
Chief of Police

Reviewed and approved:



Jennifer Lampman
Finance Director

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Quote from FARO Technologies, Inc.



FARO Technologies Inc
 250 Technology Park, Lake Mary FL
 32746-7115
 Phone No: 407-333-9911

Account Manager: Chris Taylor

Email: chris.taylor@faro.com

Sales Support: Cindy Clarke

Contact Person: Frank Garza

Quotation No: 02300355

Quotation Date: 03/28/2023

Expiration Date: 06/30/2023

Lead Time: 2-6 weeks

Tracker Lead Time: 10-12 weeks

Ship: Standard/Ground

Payment Terms: 30 Days net

Delivery Terms: Ex Works

Bill To:	Ship To:
Placentia Police Department 401 E Chapman Ave Placentia,CA,92870-6199 US	Placentia Police Department 401 E Chapman Ave Placentia,CA,92870-6199 US

Notes:

UNIT COSTS				
ITEM NO.	DESCRIPTION	QTY	UNIT PRICE	TOTAL AMOUNT
LS9-HU 	FARO Focus Premium USA Laser Scanner Focus Premium ships with: 1x Focus Premium scanner head, 1x Status Indicator, 1x Quick Release, 1x Power Block Battery, 1x Battery Power Dock , 1x Power Supply, 1x 64GB High-Speed SD Card and reader, 1x rugged transport case, 1x calibration certificate, 1x quick start guide, manufacturer warranty	1	\$41,860.00	\$37,674.00
ACCSS8032	3D_AC_LS_Standard Carbon Fiber Tripod Carbon fiber tripod, super lightweight, highly stable, low-vibration, customized for Focus scanners for perfect performance and increased durability.	1	\$1,200.00	\$1,080.00
TR-FZ3-COR	FZ Core	1	\$0.00	\$0.00

	Two consecutive day, consisting of four-hour virtual classroom training. The FARO Zone 3D Core training is specifically designed to assist new users.			
TR-SCN-POS	Laser Scanner Tr. - FARO Fac. - Inc Available only at point of FARO system sale. Includes training for 2 Trainees.	1	\$0.00	\$0.00
SSA51007-3Y	SSA51007-FARO Zone 3D Expert 	1	\$4,900.00	\$4,410.00
SOFTL0001	Single User Soft Lock	1	\$0.00	\$0.00
SOFTL0002	Single User Hard Lock	1	\$210.00	\$210.00
SSA0900-3Y	SSA0900-Scene  SCENE. New License. Includes standard maintenance. License containers sold separately.	1	\$5,500.00	\$4,950.00
SOFTL0002	Single User Hard Lock	1	\$210.00	\$210.00
TR-SCN-POS-FOR-O	OnSite Forensics Cust-Site Upg. 5 Day Available only at point of FARO system sale. Customer Site Upgrade - five day course that discusses forensic applications with FARO Scanner with FARO Software, setup, and basic measurements. Customer Site Trainings are designed for up to 4 people to ensure proper transfer of knowledge and understanding. Price per class. Training days must be taken together on consecutive days, and cannot be split into	1	\$9,130.00	\$8,217.00

individual days.

RECURRING COSTS				
ITEM NO.	DESCRIPTION	YRS	ANNUAL PRICE	SUBTOTAL

Total Unit Price	\$ 63,010.00
Total Recurring Costs	\$ 0.00
Total Discount	-\$ 6,259.00
Sub-Total	\$56,751.00
Shipping & Handling	\$39.97
Total Excluding Tax	\$56,790.97
Total Taxes	6.04% \$3,431.22
Total Due (USD)	\$ 60,222.19

CONTINUED

Quotation No: 02300355

**Note: Taxes on this quote are budgetary estimates and are not binding. Taxes charged will be based on applicable tax rates assessed at the time of final invoice.

Quote , including FARO Standard Delivery Terms and Conditions, accepted

Signature: _____ Print: _____ Title: _____ Date: _____

Accounts Payable Name: _____ Email: _____

Do you require a PO number to be referenced on the invoice () No () Yes - PO #: _____

CONTINUED

Quotation No: 02300355

COVID-19

FARO does not assume any risk for (i) late deliveries of goods, (ii) customers' inability or impracticability to receive or use our devices or software, and for (iii) delivery disruptions, that are due to the COVID-19 pandemic and ensuing government measures (shut downs, lock-downs, quarantines).

PURCHASE AGREEMENT AND CONDITIONS OF SALE: As a condition of this agreement, the applicable contract terms are FARO's Standard Terms and Conditions of Sale, or, if the Parties have entered into current master sales terms, such negotiated master terms.

The FARO Standard Terms and Conditions can be found at the following Web link (if such is not an active link, please copy and paste the Web address into a Web browser):

<https://www.faro.com/terms/>

You can also obtain the terms from your FARO sales representative or please email Contracts.AMER@faro.com for a copy.

The following article contains all our calibration information under their respective product headings

https://knowledge.faro.com/Essentials/Hardware/Compensation_Calibration_and_Certification_Standards_for_FARO_Devices



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: CHIEF OF POLICE

DATE: JULY 11, 2023

SUBJECT: **TURBO DATA AGREEMENT FOR CITATION PROCESSING**

FISCAL

IMPACT: EXPENSE: NOT-TO-EXCEED \$35,000 ANNUALLY (103047-6290)

SUMMARY:

In July 2017, the City entered into a Professional Services Agreement with Turbo Data Systems to utilize their services as an independent contractor to provide citation processing services. As the 2017 Agreement has expired, the proposed new Professional Services Agreement would continue their services for another five-year period.

RECOMMENDATION:

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

1. Approve the Professional Services Agreement with Turbo Data Systems for an amount not to exceed \$35,000 annually; and
2. Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

STRATEGIC PLAN STATEMENT:

This item conforms to Strategic Plan Goal 2, Ensure that Public Safety Remains a High Priority.

DISCUSSION:

In the late 1990s, California State law decriminalized parking citations and, shortly thereafter, the Superior Court transferred the responsibility for parking citation processing and collection to local agencies. Turbo Data Systems has provided the service of processing and collecting parking citations for over 30 years. The Police Department continues to need the services provided, which include Basic Processing, Notice Processing Services, Out-of-State Citation Processing, Administrative Adjudication Letters, Paperless Appeals, and an Online Web Payment System. Customers may handle their parking citation needs by mail, telephone, or the company's website.

1.f.
July 11, 2023

FISCAL IMPACT:

The cost of the citation processing and collection contract with Turbo Data Systems is proposed in an amount not-to-exceed \$35,000 annually and is based upon actual usage from the rates in Exhibit A, Scope of Services. This amount was budgeted in the Police Department's Fiscal Year 2023-2024 Budget in Account No. 103047-6290.

Submitted by:



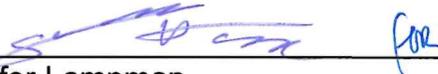
Teri Knutson
Management Analyst

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. Exhibit A – Scope and Pricing
2. Professional Services Agreement with Turbo Data Systems

**AGREEMENT FOR PROCESSING
OF PARKING CITATIONS**

**EXHIBIT "A"
SCOPE OF SERVICES**

TDS shall perform the following services in processing all parking citations:

- A. **Basic Processing** – TDS will enter manual citations and citation dispositions into Customer’s database within 2 business days. The basic service includes database maintenance, daily system backups, toll-free phone number for the public, Interactive Voice Response System (IVRS) with customized recorded information and citation lookup capability, **pticket.com** web-based Inquiry System for the public with customized content, Customer Service Representatives (8:00 am – 5:00 pm, Monday through Friday, excluding holidays) to speak with the public regarding parking citation issues, ongoing Client support, and documentation and training for use of the TDS-provided online system.
- B. **Handheld Ticket writer Interface** - TDS will provide for automated import of electronic citations into Customers database within 1 business day. TDS will maintain and update the hot sheet or scofflaw files on a daily basis for Customer to upload into their handheld ticket writers. TDS will work with Customer to implement any changes required for handheld ticket writer equipment.
- C. **System and Document Storage** - Citations paid or dismissed will be retained on the computer system for 3 years and then removed. Unpaid citations will be retained on the computer system for 5 years and then removed. Citation documents will be stored for 2 years from date of issue and then returned to Customer or shredded. Payment documents will be stored for 2 years from the date of payment and then returned to Customer or shredded.
- D. **Online Reporting** - Provide monthly reports online indicating the status of all citations, such reports to be available for Customer access no later than the thirtieth (30th) day of the following month.
- E. **DMV Interface for Registered Owner Name Retrieval** - Attempt to obtain names and addresses of registered owners of cited vehicles for those citations that have not been cleared prior to their notice generation date.
- F. **Notice Processing** - Print the required Notice and mail to each registered owner whose name has been retrieved within 10 to 21 days after the citation has been issued. Includes second notices mailed for bounced checks, partial payments, and name or address changes. The notice date shall be extended whenever there is an unusual delay in delivery of information or citations to TDS. All postage, notice forms and envelopes will be provided by TDS.

**AGREEMENT FOR PROCESSING
OF PARKING CITATIONS**

- G. **DMV Interface for Placing Registration Holds** - Transmit a Notice of Delinquency to the California DMV for vehicles with California license plates after a Notice of Violation has been mailed to the registered owner and TDS has not received notification that the citation has been cleared. This Notice of Delinquency will be transmitted to the California DMV within 2 business days after the date specified by the Customer to be the DMV Date.
- H. **DMV Interface for Releasing Registration Holds** - Transmit a Notice to the California DMV that a Notice of Delinquency has been cleared within 2 business days after TDS has received notification of clearance.
- I. **DMV Interface for Monthly Payment File** – Receive payment file from DMV as available (currently monthly) and update DMV transactions into Customers database, providing reporting for reconciliation purposes.
- J. **Delivery Service** – Manual citations will be mailed or scanned to TDS by Customer at their own expense. TDS reports will be provided online. TDS will return any required documents via UPS and/or US Mail.
- K. **Collection and Payment Processing** - TDS will provide the following collection and payment processing services for Customer:
- Provide P. O. Box where payments are mailed
 - Courier pickup from P. O. Box daily
 - Open all mail
 - Verify payment amounts and record on computer system within 2 business days (48 hours)
 - Respond to reasonable non-judicial public inquiries by phone and mail
 - Return questionable mail to Customer for decision
 - Make bank deposits to Customer bank account using check scanning
 - Verify amounts deposited, by citation number
 - Provide toll-free number for citizen inquiries
 - Provide reports for bank statement reconciliation
 - Provide monthly Paid Citation Distribution Report for Customer to make surcharge payments to the County
 - Scan checks and deposit parking funds (remote deposits) into Customer's bank account. Check scanning hardware and software is provided by Customer for its specific banking requirements.
 - Customers not set up for bank check scanning will incur additional courier fees.
- L. **Out of State Citations** - TDS shall process citations for non-California license plates by entering the citation information into the system database and reporting them along with all other citations on the

**AGREEMENT FOR PROCESSING
OF PARKING CITATIONS**

database with the standard reports. If they become delinquent, requests for registered owner information will be sent to the appropriate out-of-state DMV. The Notice of Intent will be generated to the registered owner and the fine amount requested. TDS will incur all costs for out of state name retrieval, including out-of-state DMV fees and charges. TDS will receive payment from Customer based on the amount of revenues collected from out-of-state citations after the Notice of Intent has been issued. This amount will be billed monthly for the prior months' receipts (as determined from our database and/or reports). Payments collected via credit card will also incur credit card fees.

- M. **IVR and Web Payment Systems - Payment by Credit Card** - Through the Interactive Voice Response (IVR) System, and through the pticket.com web site, we accept credit card payments via Visa, MasterCard and Discover. The systems authorize each transaction while the caller is on the phone or online. Customers are given an authorization number or email confirmation to confirm their charge. The IVR system and the pticket.com web payment system both automatically update the citation database with the payment immediately. Credit Card monies are paid to a Turbo Data Systems bank account and are reconciled monthly. Each customer receives their own credit card postlog which shows in detail which citations were paid and for what amount, along with the deposit slip from the bank or the ACH deposit email showing that these funds have been deposited into the customer's account. Should there be any charge backs to a merchant account, the funds are pulled directly from the Turbo Data master account and the citation will be reactivated, much like a bounced check. The violator will be sent a notice and will then proceed to DMV hold. TDS will provide all services regarding reconciliation, reactivation of charge backs, etc. Customer will not be involved in the daily processing.
- N. **Administrative Adjudication Processing** - TDS will provide for the processing of requests for contesting citations, allowing for Customer processing of administrative reviews, tracking and monitoring all relevant dates on an automated system, mailing timely notification to respondents regarding the status of their claims, and scheduling of administrative hearings. All Administrative Adjudication information entered into the system is done in real time and is linked to existing database information to ensure proper tracking of relevant dates, mailing names and addresses and other pertinent information. Administrative Review requests will be entered within 2 business days of receipt. Adjudication documents will be stored for 2 years from their activity date and then shredded.
- O. **Paperless Appeals (eAppealsPRO & Scanning)** – TDS will provide online appeal capability for the public to appeal their citations online. TDS will provide the scanning of all mailed-in appeal

**AGREEMENT FOR PROCESSING
OF PARKING CITATIONS**

documents and electronic storage of those documents. TDS will provide an online application to access the appeals, which will be searchable and sortable. TDS will keep an electronic history of processed appeals for at least two years.

- P. **Online Inquiry Access for Customers' Staff** - Access includes online access 24 hours a day, 7 days a week for Agency personnel to inquire on Customer's database. This access includes citation inquiry (includes citation status, history status, administrative adjudication status, notes, etc.), the ability to enter and view notes, post dismissals/payments, view daily deposits made at TDS' facility and view daily file transfers sent from the handheld ticket writer software and received at TDS' facility. TDS' technical staff will provide support. TDS will provide a real-time secured high-speed connection to the citation database through the Customers' Internet connection.
- Q. **Additional Notices**— TDS will mail **Other Correspondence** as required for processing.
- R. **ICS Collection Service – Special Collections** - Outstanding citations (DMV No-Holds or DMV Transfer of Ownership Releases or Non-California plates) and any other citations deemed as delinquent citations by Customer are transferred into the ICS system on a weekly basis. Up to two collection letters will be mailed for each ICS account requesting payment. Payments are processed daily and deposited to the Customer's regular citation processing bank account. The TDS Customer Service Center will handle all ICS related calls through a special toll-free number dedicated to ICS accounts. Monthly reporting shows all accounts moved to the ICS system and all payments received due to ICS efforts.
- S. **Franchise Tax Board Offset Program** – TDS will combine citations by license number for total amount due, eliminate corporate names, retrieve SSN's by name from a 3rd party, combine accounts by SSN, mail required FTB letters in advance of placing accounts at FTB, process payments generated by the FTB process, receive phone calls generated by the FTB process, provide all systems and operational procedures required for the FTB process, and provide complete reporting and reconciliation for the FTB process. Customer will be required to complete required FTB paperwork and forms (with TDS' assistance), establish a SWIFT account with the FTB, and provide whatever assistance may be required to work with the FTB regarding the FTB process.
- T. **Payment Plans** - The Contractor will have a payment plan system in place to comply with all legislation. The plan will allow for waivers, when necessary, for indigent and non-indigent individuals. Plan requests will be submitted to the Customer for review/approval/denial. The Contractor will mail correspondence to let the applicant know the status of their payment plan

**AGREEMENT FOR PROCESSING
OF PARKING CITATIONS**

application and other details. Payment Plans allow the agency to waive fees for indigent persons, adjust the length of the plan and set minimum payments due. If a plan defaults prior to full payment, the system automatically resumes the citation process (DMV, Collections, etc.). The Contractor will provide customized agency specific information for indigent payment plans on pticket.com.

U. Bank Account Management (Optional)

TDS will open a trust account in the name of the Agency to receive parking deposits for all parking citation monies. TDS will handle any NSF checks from this account and reactivate the citations. TDS will process any required refund checks. TDS will send a, monthly surcharge check to the county based on reporting. TDS will pay their own invoice monthly and write a check to the Agency monthly for the balance of the funds. TDS will reconcile the account monthly and provide documentation to Agency of reconciliation.

V. Handheld Ticketwriters – ticketPRO Magic

TDS will provide ticketPRO Magic Units (phones and printers) and citations and envelopes as required at the pricing then in effect.

W. Support and Maintenance for Ticketwriters - TDS will provide maintenance and support for the Automated Citation Issuance System and the Field Units. RemoteConnect Support for devices while in the field.

X. TP Magic Communications Package (Cellular) - TDS will provide a data plan with unlimited voice/text messaging for field units. Software upgrades are provided as newer versions become available. Support via email for support requests and for reporting software/hardware issues.

**AGREEMENT FOR PROCESSING
OF PARKING CITATIONS**

CONSIDERATION

Basic Processing Services \$150 minimum in basic processing services required	\$1.48 per citation
Notice Processing Services Notices, other correspondence	included
Out of State Processing	50% of amount collected
Administrative Adjudication Letters	\$2.38 per letter mailed
Paperless Appeals (eAppeals PRO)	included with Administrative Adjudication
Credit Card Payment Processing	\$3.95 Fee Paid by Violator
Special Collections ICS (optional)	35% of amount collected (optional)
FTB Interagency Processing (optional)	\$2.50 per letter + 15% of amount collected
Bank Account Management (optional) Refund Checks/NSF's	\$100 per month plus bank fees/charges \$5.00 each
Payment Plan Processing Payment Plan Letters	\$10 per payment plan \$1.13 per letter mailed
Courier Services for Banking	\$200 per month (not applicable if scanning checks to your account or a bank management customer)

Fee Increases:

Postal Rate Increase Offset – Fees will increase immediately to offset the amount of any postal increase.
Annual CPI Increase – Fees will increase according to the CPI for each 12-month period.

Ticketwriters – Purchased 6/2021 – Communications and Support

Recurring Monthly Fees	Unit Price	3 Units
Software Maintenance, Software Support, Software Upgrades, 4G Data Plan & Lost/Stolen/Damaged Replacement coverage	\$60/mo.	\$180/mo.

**CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH
TURBO DATA SYSTEMS, INC.**

THIS AGREEMENT is made and entered into this 11th day of July, 2023, day “Effective Date”, by and between the CITY OF PLACENTIA, a municipal corporation (“City”), and TURBO DATA SYSTEMS, a California corporation (“Consultant”).

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide CITATION PROCESSING 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 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 annual compensation shall not exceed Thirty-Five Thousand Dollars (\$35,000.00).

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

2.3. Method of Billing. Consultant may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultant's services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within thirty (30) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

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

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "A." The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

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 60 months, ending on June 30, 2028 unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

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

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

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

5.0. INSURANCE

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

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

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

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

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

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

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 designates Roberta Rosen, 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:

Roberta Rosen, President
Turbo Data Systems, Inc.
1551 N. Tustin Avenue, Suite 950
Santa Ana, CA 92705
Tel: 714-368-4808

IF TO CITY:

Brad Butts, Chief of Police
City of Placentia
401 E. Chapman
Placentia, CA 92870
Tel: 714-993-8111

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 without any advance showing of negligence, recklessness, or willful misconduct by the Consultant, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, recklessness, or willful misconduct of the Consultant, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the 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

Mayor Ward L. Smith

Date

ATTEST:

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

CONSULTANT
TURBO DATA SYSTEMS

Signature:

Date

Roberta Rosen, President

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:

Project Manager

Date: _____

DEPARTMENTAL APPROVAL:

Name, Title

Date: _____

EXHIBIT A

CONSULTANT'S PROPOSAL AND SCOPE OF WORK

**ADDITIONAL REMARKS SCHEDULE**

AGENCY Irvine-Alliant Insurance Services, Inc.		License # 0C36861	NAMED INSURED Turbo Data Systems, Inc. 1551 N Tustin Ave #950 Santa Ana, CA 92705
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

Subrogation in favor of City of Placentia and its elected and appointed boards, officers, officials, agents, employees and volunteers is included for Workers Compensation per attached endorsement. Severability of Interest is included for General Liability and Auto Liability. 30 Days Notice of Cancellation except 10 Days for Non-Payment is provided for General Liability, Automobile Liability and Workers Compensation.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

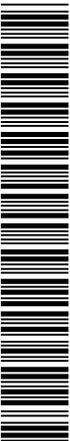
COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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With respect to coverage afforded by this endorsement, the provisions of the policy apply unless modified by the endorsement.

A. NON-OWNED AIRCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, exclusion g. Aircraft, Auto Or Watercraft does not apply to an aircraft provided:

1. It is not owned by any insured;
2. It is hired, chartered or loaned with a trained paid crew;
3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. NON-OWNED WATERCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraph (2) of exclusion g. Aircraft, Auto Or Watercraft is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
 - (a) Less than 52 feet long; and
 - (b) Not being used to carry persons or property for a charge.

C. PROPERTY DAMAGE LIABILITY - ELEVATORS

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraphs (3), (4) and (6) of exclusion j. Damage To Property do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.

2. The following is added to Section IV - Commercial General Liability Conditions, Condition 4. Other Insurance, Paragraph b. Excess Insurance:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

1. Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury and Property Damage Liability:

- a. The fourth from the last paragraph of exclusion j. Damage To Property is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

- (i) Premises rented to you for a period of 7 or fewer consecutive days; or
- (ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in Section III - Limits of Insurance.

- b. The last paragraph of subsection **2. Exclusions** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance.**

2. Paragraph **6.** under **Section III - Limits Of Insurance** is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to:

- a. Any one premise:

(1) While rented to you; or

(2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or

- b. Contents that you rent or lease as part of a premises rental or lease agreement.

3. As regards coverage provided by this provision **D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)** - Paragraph **9.a.** of **Definitions** is replaced with the following:

9.a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

E. MEDICAL PAYMENTS EXTENSION

If **Coverage C Medical Payments** is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph **1. Insuring Agreement** of **Section I - Coverage C - Medical Payments**, Subparagraph **(b)** of Paragraph **a.** is replaced by the following:

- (b)** The expenses are incurred and reported within three years of the date of the accident; and

F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

1. Under **Supplementary Payments - Coverages A and B**, Paragraph **1.b.** is replaced by the following:

b. Up to **\$3,000** for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

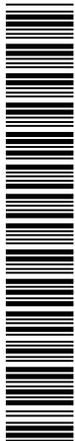
2. Paragraph **1.d.** is replaced by the following:

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

G. ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT

1. Paragraph **2.** under **Section II - Who Is An Insured** is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:

a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or



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- b. Premises or facilities rented by you or used by you; or
- c. The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- d. Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
 - (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
 - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
 - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

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

With respect to Paragraph **1.a.** above, a person's or organization's status as an additional insured under this endorsement ends when:

- (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.

With respect to Paragraph **1.b.** above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph **1.c.** above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph **b.** of Condition **2. Duties In the Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions.**

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2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. **Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:**

This insurance does not apply to:

- a. "Bodily injury" or "property damage" arising from the sole negligence of the additional insured.
- b. "Bodily injury" or "property damage" that occurs prior to you commencing operations at the location where such "bodily injury" or "property damage" occurs.
- c. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

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

- d. "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.
- e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate **ADDITIONAL INSURED -OWNERS, LESSEES OR CONTRACTORS** endorsement issued by us and made a part of this policy.

3. 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:

- a. Required by the contract or agreement; or
- b. 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.

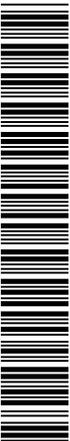
H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. **Other Insurance of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

- a. The following is added to Paragraph a. **Primary Insurance:**

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.



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b. The following is added to Paragraph **b. Excess Insurance**:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. ADDITIONAL INSUREDS - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition **2. Duties In The Event Of Occurrence, Offense, Claim or Suit**:

An additional insured under this endorsement will as soon as practicable:

- a.** Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us;
- b.** Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
- c.** Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
- d.** We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.

2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in **Section III - Limits of Insurance** of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

**J. WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE
WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES**

Paragraph **2.a.(1)** of **Section II - Who Is An Insured** is replaced with the following:

(1) "Bodily injury" or "personal and advertising injury":

- (a)** To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b)** To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(1) (a)** above;
- (c)** For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **(1) (a)** or **(b)** above; or
- (d)** Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph **(d)**) does not apply.

Paragraphs **(a)** and **(b)** above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and

advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision J. is excess over any other valid and collectable insurance available to your "employee".

K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES

Paragraph 3. of Section II - Who Is An Insured is replaced by the following:

3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
 - d. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 6. Representations:

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 2. Duties In The Event of Occurrence, Offense, Claim Or Suit:

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph 1. of Section II - Who Is An Insured or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

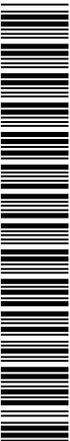
N. LIBERALIZATION CLAUSE

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

O. BODILY INJURY REDEFINED

Under Section V - Definitions, Definition 3. is replaced by the following:

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.



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P. EXTENDED PROPERTY DAMAGE

Exclusion a. of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY is replaced by the following:

a. Expected Or Intended Injury

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

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU

Under **Section IV - Commercial General Liability Conditions**, the following is added to Condition **8. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
2. The injury or damage occurs subsequent to the execution of the written contract or written agreement.

Coverage under this provision **d.** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization.

2. EMPLOYEES AS INSUREDS

SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured is amended to include the following as an "insured":

- e. Any "employee" of yours while using a covered "auto" you do not own, hire or borrow but only for acts within the scope of their employment by you. Insurance provided by this endorsement is excess over any other insurance available to any "employee".
- f. Any "employee" of yours while operating an "auto" hired or borrowed under a written contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business and within the scope of their employment. Insurance provided by this endorsement is excess over any other insurance available to the "employee".

3. ADDITIONAL INSURED BY CONTRACT, AGREEMENT OR PERMIT

SECTION II - LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured is amended to include the following as an "insured":

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

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

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

The "insured" is required to submit a claim to any other insurer to which coverage could apply for defense and indemnity. Unless the "insured" has agreed in writing to primary noncontributory wording per enhancement number 23, this policy is excess over any other collectible insurance.

4. SUPPLEMENTARY PAYMENTS

SECTION II - LIABILITY COVERAGE, Coverage Extensions, 2.a. Supplementary Payments, Paragraphs (2) and (4) are replaced by the following:

- (2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

5. AMENDED FELLOW EMPLOYEE EXCLUSION

In those jurisdictions where, by law, fellow "employees" are not entitled to the protection afforded to the employer by the workers compensation exclusivity rule, or similar protection, the following provision is added:

SECTION II - LIABILITY, Exclusion B.5. Fellow Employee does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire if you have workers compensation insurance in force for all of your "employees" at the time of "loss".

This coverage is excess over any other collectible insurance.

SECTION III - PHYSICAL DAMAGE COVERAGE is amended as follows:

6. HIRED AUTO PHYSICAL DAMAGE

Paragraph **A.4. Coverage Extensions** of **SECTION III - PHYSICAL DAMAGE COVERAGE**, is amended by adding the following:

If hired "autos" are covered "autos" for Liability Coverage, and if Comprehensive, Specified Causes of Loss or Collision coverage are provided under the Business Auto Coverage Form for any "auto" you own, then the Physical Damage coverages provided are extended to "autos":



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- a. You hire, rent or borrow; or
- b. Your "employee" hires or rents under a written contract or agreement in that "employee's" name, but only if the damage occurs while the vehicle is being used in the conduct of your business, subject to the following limit and deductible:
 - a. The most we will pay for "loss" in any one "accident" or "loss" is the smallest of:
 - (1) \$50,000; or
 - (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality, minus a deductible.
 - b. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage.
 - c. Subject to the limit, deductible and excess provisions described in this provision, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.
 - d. Subject to a maximum of \$1,000 per "accident", we will also cover the actual loss of use of the hired "auto" if it results from an "accident", you are legally liable and the lessor incurs an actual financial loss.
 - e. This coverage extension does not apply to:
 - (1) Any "auto" that is hired, rented or borrowed with a driver; or
 - (2) Any "auto" that is hired, rented or borrowed from your "employee" or any member of your "employee's" household.

Coverage provided under this extension is excess over any other collectible insurance available at the time of "loss".

7. TOWING AND LABOR

SECTION III - PHYSICAL DAMAGE COVERAGE, Paragraph **A.2. Towing**, is amended by the addition of the following:

We will pay towing and labor costs incurred, up to the limits shown below, each time a covered "auto" classified and rated as a private passenger type, "light truck" or "medium truck" is disabled:

- a. For private passenger type vehicles, we will pay up to \$75 per disablement.
- b. For "light trucks", we will pay up to \$75 per disablement. "Light trucks" are trucks that have a gross vehicle weight (GVW) of 10,000 pounds or less.
- c. For "medium trucks", we will pay up to \$150 per disablement. "Medium trucks" are trucks that have a gross vehicle weight (GVW) of 10,001 - 20,000 pounds.

However, the labor must be performed at the place of disablement.

8. PHYSICAL DAMAGE - ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

Paragraph **A.4.a. Coverage Extensions, Transportation Expenses** of **SECTION III - PHYSICAL DAMAGE COVERAGE**, is amended to provide a limit of \$50 per day and a maximum limit of \$1,500.

9. RENTAL REIMBURSEMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, is amended by adding the following:

- a. We will pay up to \$75 per day for rental reimbursement expenses incurred by you for the rental of an "auto" because of "accident" or "loss", to an "auto" for which we also pay a "loss" under Comprehensive, Specified Causes of Loss or Collision Coverages. We will pay only for those expenses incurred after the first 24 hours following the "accident" or "loss" to the covered "auto."
- b. Rental Reimbursement requires the rental of a comparable or lesser vehicle, which in many cases may be substantially less than \$75 per day, and will only be allowed for the period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days.
- c. We will also pay up to \$500 for reasonable and necessary expenses incurred by you to remove and replace your tools and equipment from the covered "auto". This limit is excess over any other collectible insurance.

- d. This coverage does not apply unless you have a business necessity that other "autos" available for your use and operation cannot fill.
- e. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under Paragraph **4. Coverage Extension**.
- f. No deductible applies to this coverage.
- g. The insurance provided under this extension is excess over any other collectible insurance.

If this policy also provides Rental Reimbursement Coverage you purchased, the coverage provided by this Enhancement Endorsement is in addition to the coverage you purchased.

For the purposes of this endorsement provision, materials and equipment do not include "personal effects" as defined in provision **11.B**.

10. EXTRA EXPENSE - BROADENED COVERAGE

Under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage**, we will pay for the expense of returning a stolen covered "auto" to you. The maximum amount we will pay is \$1,000.

11. PERSONAL EFFECTS COVERAGE

A. SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, is amended by adding the following:

If you have purchased Comprehensive Coverage on this policy for an "auto" you own and that "auto" is stolen, we will pay, without application of a deductible, up to \$600 for "personal effects" stolen with the "auto."

The insurance provided under this provision is excess over any other collectible insurance.

B. SECTION V - DEFINITIONS is amended by adding the following:

For the purposes of this provision, "personal effects" mean tangible property that is worn or carried by an "insured." "Personal effects" does not include tools, equipment, jewelry, money or securities.

12. ACCIDENTAL AIRBAG DEPLOYMENT

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions is amended by adding the following:

If you have purchased Comprehensive or Collision Coverage under this policy, the exclusion for "loss" relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

Any insurance we provide shall be excess over any other collectible insurance or reimbursement by manufacturer's warranty. However, we agree to pay any deductible applicable to the other coverage or warranty.

13. PHYSICAL DAMAGE DEDUCTIBLE - VEHICLE TRACKING SYSTEM

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible, is amended by adding the following:

Any Comprehensive Deductible shown in the Declarations will be reduced by 50% for any "loss" caused by theft if the vehicle is equipped with a vehicle tracking device such as a radio tracking device or a global position device and that device was the method of recovery of the vehicle.

14. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, Paragraph **a.** of the exception to exclusions 4.c. and 4.d. is deleted and replaced with the following:

Exclusions **4.c.** and **4.d.** do not apply to:

a. Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is:

- (1) Permanently installed in the covered "auto" at the time of the "loss" or removable from a housing unit that is permanently installed in the covered "auto"; and
- (2) Designed to be solely operated by use from the power from the "auto's" electrical system; and
- (3) Physical damage coverages are provided for the covered "auto".

If the "loss" occurs solely to audio, visual or data electronic equipment or accessories used with this equipment, then our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.



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15. LOAN / LEASE GAP COVERAGE (Not Applicable In New York)

A. Paragraph C. Limit Of Insurance of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended by adding the following:

The most we will pay for a "total loss" to a covered "auto" owned by or leased to you in any one "accident" is the greater of the:

1. Balance due under the terms of the loan or lease to which the damaged covered "auto" is subject at the time of the "loss" less the amount of:
 - a. Overdue payments and financial penalties associated with those payments as of the date of the "loss";
 - b. Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear;
 - c. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease;
 - d. Transfer or rollover balances from previous loans or leases;
 - e. Final payment due under a "Balloon Loan";
 - f. The dollar amount of any unrepaired damage which occurred prior to the "total loss" of a covered "auto";
 - g. Security deposits not refunded by a lessor;
 - h. All refunds payable or paid to you as a result of the early termination of a lease agreement or as a result of the early termination of any warranty or extended service agreement on a covered "auto";
 - i. Any amount representing taxes;
 - j. Loan or lease termination fees; or
2. The actual cash value of the damage or stolen property as of the time of the "loss".

An adjustment for depreciation and physical condition will be made in determining the actual cash value at the time of the "loss". This adjustment is not applicable in Texas.

B. Additional Conditions

This coverage applies only to the original loan for which the covered "auto" that incurred the "loss" serves as collateral, or lease written on the covered "auto" that incurred the "loss".

C. SECTION V - DEFINITIONS is changed by adding the following:

As used in this endorsement provision, the following definitions apply:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

A "balloon loan" is one with periodic payments that are insufficient to repay the balance over the term of the loan, thereby requiring a large final payment.

16. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Paragraph **D. Deductible** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended by the addition of the following:

No deductible applies to glass damage if the glass is repaired rather than replaced.

17. PARKED AUTO COLLISION COVERAGE (WAIVER OF DEDUCTIBLE)

Paragraph **D. Deductible** of **SECTION III - PHYSICAL DAMAGE COVERAGE** is amended by the addition of the following:

The deductible does not apply to "loss" caused by collision to such covered "auto" of the private passenger type or light weight truck with a gross vehicle weight of 10,000 lbs. or less as defined by the manufacturer as maximum loaded weight the "auto" is designed to carry while it is:

- a. In the charge of an "insured";
- b. Legally parked; and
- c. Unoccupied.

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The "loss" must be reported to the police authorities within 24 hours of known damage.

The total amount of the damage to the covered "auto" must exceed the deductible shown in the Declarations.

This provision does not apply to any "loss" if the covered "auto" is in the charge of any person or organization engaged in the automobile business.

18. TWO OR MORE DEDUCTIBLES

Under **SECTION III - PHYSICAL DAMAGE COVERAGE**, if two or more company policies or coverage forms apply to the same "accident", the following applies to Paragraph **D. Deductible** :

- a. If the applicable Business Auto deductible is the smaller (or smallest) deductible, it will be waived; or
- b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible; or
- c. If the "loss" involves two or more Business Auto coverage forms or policies, the smaller (or smallest) deductible will be waived.

For the purpose of this endorsement, company means any company that is part of the Liberty Mutual Group.

SECTION IV - BUSINESS AUTO CONDITIONS is amended as follows:

19. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph **B.2.** is amended by adding the following:

If you unintentionally fail to disclose any hazards, exposures or material facts existing as of the inception date or renewal date of the Business Auto Coverage Form, the coverage afforded by this policy will not be prejudiced.

However, you must report the undisclosed hazard of exposure as soon as practicable after its discovery, and we have the right to collect additional premium for any such hazard or exposure.

20. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph **A.2.a.** is replaced in its entirety by the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when it is known to:
 - (1) You, if you are an individual;
 - (2) A partner, if you are a partnership;
 - (3) Member, if you are a limited liability company;
 - (4) An executive officer or the "employee" designated by the Named Insured to give such notice, if you are a corporation.

To the extent possible, notice to us should include:

- (a) How, when and where the "accident" or "loss" took place;
- (b) The "insured's" name and address; and
- (c) The names and addresses of any injured persons and witnesses.

21. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

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

If the person or organization has in a written agreement waived those rights before an "accident" or "loss", our rights are waived also.

22. HIRED AUTO COVERAGE TERRITORY

SECTION IV - BUSINESS AUTO CONDITIONS, Paragraph **B.7. Policy Period, Coverage Territory**, is amended by the addition of the following:

- f. For "autos" hired 30 days or less, the coverage territory is anywhere in the world, provided that the "insured's" responsibility to pay for damages is determined in a "suit", on the merits, in the United States, the territories and possessions of the United States of America, Puerto Rico or Canada or in a settlement we agree to.



This extension of coverage does not apply to an "auto" hired, leased, rented or borrowed with a driver.

23. PRIMARY AND NON-CONTRIBUTING IF REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT

The following is added to **SECTION IV - BUSINESS AUTO CONDITIONS, General Conditions, B.5. Other Insurance** and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in a written contract or written agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

SECTION V - DEFINITIONS is amended as follows:

24. BODILY INJURY REDEFINED

Under **SECTION V - DEFINITIONS**, Definition **C.** is replaced by the following:

"Bodily injury" means physical injury, sickness or disease sustained by a person, including mental anguish, mental injury, shock, fright or death resulting from any of these at any time.

BUSINESS AUTO COVERAGE FORM

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

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

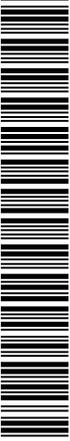
Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

SECTION I - COVERED AUTOS

ITEM TWO of the Declarations shows the "autos" that are covered "autos" for each of your coverages. The following numerical symbols describe the "autos" that may be covered "autos". The symbols entered next to a coverage on the Declarations designate the only "autos" that are covered "autos".

A. Description Of Covered Auto Designation Symbols

Symbol	Description Of Covered Auto Designation Symbols	
1	Any "Auto"	
2	Owned "Autos" Only	Only those "autos" you own (and for Liability Coverage any "trailers" you don't own while attached to power units you own.) This includes those "autos" you acquire ownership of after the policy begins.
3	Owned Private Passenger "Autos" Only	Only the private passenger "autos" you own. This includes those private passenger "autos" you acquire ownership of after the policy begins.
4	Owned "Autos" Other Than Private Passenger "Autos" Only	Only those "autos" you own that are not of the private passenger type (and for Liability Coverage any "trailers" you don't own while attached to power units you own). This includes those "autos" not of the private passenger type you acquire ownership of after the policy begins.
5	Owned "Autos" Subject To No-Fault	Only those "autos" you own that are required to have No-Fault benefits in the state where they are licensed or principally garaged. This includes those "autos" you acquire ownership of after the policy begins provided they are required to have No-Fault benefits in the state where they are licensed or principally garaged.
6	Owned "Autos" Subject To A Compulsory Uninsured Motorists Law	Only those "autos" you own that because of the law in the state where they are licensed or principally garaged are required to have and cannot reject Uninsured Motorists Coverage. This includes those "autos" you acquire ownership of after the policy begins provided they are subject to the same state uninsured motorists requirement.
7	Specifically Described "Autos"	Only those "autos" described in Item Three of Declarations for which a premium charge is shown (and for Liability Coverage any "trailers" you don't own while attached to any power unit described in Item Three).
8	Hired "Autos" Only	Only those "autos" you lease, hire, rent or borrow. This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.



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Symbol	Description Of Covered Auto Designation Symbols
9	Non-Owned "Autos" Only Only those "autos" you do not own, lease, hire, rent or borrow that are used in connection with your business. This includes "autos" owned by your "employees", partners (if you are a partnership), members (if you are a limited liability company), or members of their households but only while used in your business or your personal affairs.
19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.

B. Owned Autos You Acquire After The Policy Begins

1. If symbols 1, 2, 3, 4, 5, 6 or 19 are entered next to a coverage in ITEM TWO of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if symbol 7 is entered next to a coverage in ITEM TWO of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
 - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
 - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos

If Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto."
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
 - a. Breakdown;
 - b. Repair;
 - c. Servicing;

- d. "Loss"; or
- e. Destruction

SECTION II - LIABILITY COVERAGE

A. Coverage

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto."

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos." However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident."

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

1. Who Is An Insured

The following are "insureds":

- a. You for any covered "auto."
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:

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- (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.
- (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
- (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
- (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
- (5) A partner (if you are a partnership), or a member (if you are a limited liability company), for a covered "auto" owned by him or her or a member of his or her household.

c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

2. Coverage Extensions

a. Supplementary Payments.

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All costs taxed against the "insured" in any "suit" against the "insured" we defend.

- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

b. Out of State Coverage Extensions.

While a covered "auto" is away from the state where it is licensed we will:

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

B. Exclusions

This insurance does not apply to any of the following:

1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or



- b. That the "insured" would have in the absence of the contract or agreement.

3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
 - (1) Employment by the "insured"; or
 - (2) Performing the duties related to the conduct of the "insured's" business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph a. above.

This exclusion applies:

- (1) Whether the "insured" may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

But this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits or to liability assumed by the "insured" under an "insured contract". For the purposes of the Coverage Form, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

5. Fellow Employee

"Bodily injury" to any fellow "employee" of the "insured" arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

6. Care, Custody Or Control

"Property damage" to or "covered pollution cost or expense" involving property owned or transported by the "insured" or in the "insured's" care, custody or control. But this exclusion does not apply to liability assumed under a sidetrack agreement.

7. Handling Of Property

"Bodily injury" or "property damage" resulting from the handling of property:

- a. Before it is moved from the place where it is accepted by the "insured" for movement into or onto the covered "auto"; or
- b. After it is moved from the covered "auto" to the place where it is finally delivered by the "insured".

8. Movement Of Property By Mechanical Device

"Bodily injury" or "property damage" resulting from the movement of property by a mechanical device (other than a hand truck) unless the device is attached to the covered "auto".

9. Operations

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

- a. Any equipment listed in Paragraphs 6.b. and 6.c. of the definition of "mobile equipment"; or
- b. Machinery or equipment that is on, attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

10. Completed Operations

"Bodily injury" or "property damage" arising out of your work after that work has been completed or abandoned.

In this exclusion, your work means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations.

Your work includes warranties or representations made at any time with respect to the fitness, quality, durability or performance of any of the items included in Paragraphs **a.** or **b.** above.

Your work will be deemed completed at the earliest of the following times:

- (1) When all of the work called for in your contract has been completed.
- (2) When all of the work to be done at the site has been completed if your contract calls for work at more than one site.
- (3) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

11. Pollution

"Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled, or handled for movement into, onto or from, the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured"; or
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto";
- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured".

Paragraph **a.** above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury", "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs **6.b.** and **6.c.** of the definition of "mobile equipment".

Paragraphs **b.** and **c.** above of this exclusion do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.

12. War

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

- a. War, including undeclared or civil war;
- b. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.



13. Racing

Covered "autos" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. This insurance also does not apply while that covered "auto" is being prepared for such a contest or activity.

C. Limit Of Insurance

Regardless of the number of covered "autos", "insureds", premiums paid, claims made or vehicles involved in the "accident", the most we will pay for the total of all damages and "covered pollution cost or expense" combined, resulting from any one "accident" is the Limit of Insurance for Liability Coverage shown in the Declarations.

All "bodily injury," "property damage" and "covered pollution cost or expense" resulting from continuous or repeated exposure to substantially the same conditions will be considered as resulting from one "accident".

No one will be entitled to receive duplicate payments for the same elements of "loss" under this Coverage Form and any Medical Payments Coverage Endorsement, Uninsured Motorists Coverage Endorsement or Underinsured Motorists Coverage Endorsement attached to this Coverage Part.

SECTION III - PHYSICAL DAMAGE COVERAGE

A. Coverage

1. We will pay for "loss" to a covered "auto" or its equipment under:
 - a. **Comprehensive Coverage.** From any cause except:
 - (1) The covered "auto's" collision with another object; or
 - (2) The covered "auto's" overturn.
 - b. **Specified Causes of Loss Coverage.** Caused by:
 - (1) Fire, lightning or explosion;
 - (2) Theft;
 - (3) Windstorm, hail or earthquake;
 - (4) Flood;
 - (5) Mischief or vandalism; or
 - (6) The sinking, burning, collision or derailment of any conveyance transporting the covered "auto".
 - c. **Collision Coverage.** Caused by:
 - (1) The covered "auto's" collision with another object; or
 - (2) The covered "auto's" overturn.

2. Towing.

We will pay up to the limit shown in the Declarations for towing and labor costs incurred each time a covered "auto" of the private passenger type is disabled. However, the labor must be performed at the place of disablement.

3. Glass Breakage - Hitting a Bird or Animal - Falling Objects or Missiles.

If you carry Comprehensive Coverage for the damaged covered "auto", we will pay for the following under Comprehensive Coverage:

- a. Glass breakage;
- b. "Loss" caused by hitting a bird or animal; and
- c. "Loss" caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered "auto's" collision or overturn considered a "loss" under Collision Coverage.

4. Coverage Extensions

a. Transportation Expenses

We will pay up to \$20 per day to a maximum of \$600 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

b. Loss Of Use Expenses

For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver, under a written rental contract or agreement. We will pay for loss of use expenses if caused by:

- (1) Other than collision only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";

(2) Specified Causes Of Loss only if the Declarations indicate that Specified Causes Of Loss Coverage is provided for any covered "auto; or

(3) Collision only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

However, the most we will pay for any expenses for loss of use is \$20 per day, to a maximum of \$600.

B. Exclusions

1. We will not pay for "loss" caused by or resulting from any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".

a. Nuclear Hazard.

(1) The explosion of any weapon employing atomic fission or fusion; or

(2) Nuclear reaction or radiation, or radioactive contamination, however caused.

b. War or Military Action.

(1) War, including undeclared or civil war;

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

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

2. We will not pay for "loss" to any covered "auto" while used in any professional or organized racing or demolition contest or stunting activity, or while practicing for such contest or activity. We will also not pay for "loss" to any covered "auto" while that covered "auto" is being prepared for such a contest or activity.

3. We will not pay for "loss" caused by or resulting from any of the following unless caused by other "loss" that is covered by this insurance:

a. Wear and tear, freezing, mechanical or electrical breakdown.

b. Blowouts, punctures or other road damage to tires.

4. We will not pay for "loss" to any of the following:

a. Tapes, records, discs or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.

b. Any device designed or used to detect speed measuring equipment such as radar or laser detectors and any jamming apparatus intended to elude or disrupt speed measurement equipment.

c. Any electronic equipment, without regard to whether this equipment is permanently installed, that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound.

d. Any accessories used with the electronic equipment described in Paragraph c. above.

Exclusions 4.c. and 4.d. do not apply to:

a. Equipment designed solely for the reproduction of sound and accessories used with such equipment, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or such equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or

b. Any other electronic equipment that is:

(1) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or

- (2) An integral part of the same unit housing any sound reproducing equipment described in a. above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

5. We will not pay for "loss" to a covered "auto" due to "diminution in value".

C. Limit Of Insurance

1. The most we will pay for "loss" in any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

For each covered "auto", our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

SECTION IV - BUSINESS AUTO CONDITIONS

The following conditions apply in addition to the Common Policy Conditions:

A. Loss Conditions

1. Appraisal For Physical Damage Loss

If you and we disagree on the amount of "loss", either may demand an appraisal of the "loss". In this event, each party will select a competent appraiser. The two appraisers will select a competent and impartial umpire. The appraisers will state separately the actual cash value and amount of "loss". If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If we submit to an appraisal, we will still retain our right to deny the claim.

2. Duties In The Event Of Accident, Claim, Suit Or Loss

We have no duty to provide coverage under this policy unless there has been full compliance with the following duties:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss". Include:
 - (1) How, when and where the "accident" or "loss" occurred;
 - (2) The "insured's" name and address; and
 - (3) To the extent possible, the names and addresses of any injured persons and witnesses.
- b. Additionally, you and any other involved "insured" must:
 - (1) Assume no obligation, make no payment or incur no expense without our consent, except at the "insured's" own cost.
 - (2) Immediately send us copies of any request, demand, order, notice, summons or legal paper received concerning the claim or "suit".
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit".
 - (4) Authorize us to obtain medical records or other pertinent information.
 - (5) Submit to examination, at our expense, by physicians of our choice, as often as we reasonably require.
- c. If there is "loss" to a covered "auto" or its equipment you must also do the following:
 - (1) Promptly notify the police if the covered "auto" or any of its equipment is stolen.

(2) Take all reasonable steps to protect the covered "auto" from further damage. Also keep a record of your expenses for consideration in the settlement of the claim.

(3) Permit us to inspect the covered "auto" and records proving the "loss" before its repair or disposition.

(4) Agree to examinations under oath at our request and give us a signed statement of your answers.

3. Legal Action Against Us

No one may bring a legal action against us under this Coverage Form until:

- a. There has been full compliance with all the terms of this Coverage Form; and
- b. Under Liability Coverage, we agree in writing that the "insured" has an obligation to pay or until the amount of that obligation has finally been determined by judgment after trial. No one has the right under this policy to bring us into an action to determine the "insured's" liability.

4. Loss Payment - Physical Damage Coverages

At our option we may:

- a. Pay for, repair or replace damaged or stolen property;
- b. Return the stolen property, at our expense. We will pay for any damage that results to the "auto" from the theft; or
- c. Take all or any part of the damaged or stolen property at an agreed or appraised value.

If we pay for the "loss", our payment will include the applicable sales tax for the damaged or stolen property.

5. Transfer Of Rights Of Recovery Against Others To Us

If any person or organization to or for whom we make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them.

B. General Conditions

1. Bankruptcy

Bankruptcy or insolvency of the "insured" or the "insured's" estate will not relieve us of any obligations under this Coverage Form.

2. Concealment, Misrepresentation Or Fraud

This Coverage Form is void in any case of fraud by you at any time as it relates to this Coverage Form. It is also void if you or any other "insured", at any time, intentionally conceal or misrepresent a material fact concerning:

- a. This Coverage Form;
- b. The covered "auto";
- c. Your interest in the covered "auto"; or
- d. A claim under this Coverage Form.

3. Liberalization

If we revise this Coverage Form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

4. No Benefit To Bailee - Physical Damage Coverages

We will not recognize any assignment or grant any coverage for the benefit of any person or organization holding, storing or transporting property for a fee regardless of any other provision of this Coverage Form.



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5. Other Insurance

- a. For any covered "auto" you own, this Coverage Form provides primary insurance. For any covered "auto" you don't own, the insurance provided by this Coverage Form is excess over any other collectible insurance. However, while a covered "auto" which is a "trailer" is connected to another vehicle, the Liability Coverage this Coverage Form provides for the "trailer" is:
 - (1) Excess while it is connected to a motor vehicle you do not own.
 - (2) Primary while it is connected to a covered "auto" you own.
- b. For Hired Auto Physical Damage Coverage, any covered "auto" you lease, hire, rent or borrow is deemed to be a covered "auto" you own. However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".
- c. Regardless of the provisions of Paragraph a. above, this Coverage Form's Liability Coverage is primary for any liability assumed under an "insured contract".
- d. When this Coverage Form and any other Coverage Form or policy covers on the same basis, either excess or primary, we will pay only our share. Our share is the proportion that the Limit of Insurance of our Coverage Form bears to the total of the limits of all the Coverage Forms and policies covering on the same basis.

6. Premium Audit

- a. The estimated premium for this Coverage Form is based on the exposures you told us you would have when this policy began. We will compute the final premium due when we determine your actual exposures. The estimated total premium will be credited against the final premium due and the first Named Insured will be billed for the balance, if any. If the estimated total premium exceeds the final premium due, the first Named Insured will get a refund.

- b. If this policy is issued for more than one year, the premium for this Coverage Form will be computed annually based on our rates or premiums in effect at the beginning of each year of the policy.

7. Policy Period, Coverage Territory

Under this Coverage Form, we cover "accidents" and "losses" occurring:

- a. During the policy period shown in the Declarations; and
- b. Within the coverage territory.
The coverage territory is:
 - a. The United States of America;
 - b. The territories and possessions of the United States of America;
 - c. Puerto Rico;
 - d. Canada; and
 - e. Anywhere in the world if:
 - (1) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 30 days or less; and
 - (2) The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

8. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Form and any other Coverage Form or policy issued to you by us or any company affiliated with us apply to the same "accident", the aggregate maximum Limit of Insurance under all the Coverage Forms or policies shall not exceed the highest applicable Limit of Insurance under any one Coverage Form or policy. This condition does not apply to any Coverage Form or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Form.

SECTION V - DEFINITIONS

- A. "Accident" includes continuous or repeated exposure to the same conditions resulting in "bodily injury" or "property damage".
- B. "Auto" means;
 - 1. A land motor vehicle, "trailer" or semi-trailer designed for travel on public roads; or
 - 2. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

- C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including death resulting from any of these.
- D. "Covered pollution cost or expense" means any cost or expense arising out of:
 - 1. Any request, demand, order or statutory or regulatory requirement that any "insured" or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - 2. Any claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of "pollutants".

"Covered pollution cost or expense" does not include any cost or expense arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":

- a. That are, or that are contained in any property that is:
 - (1) Being transported or towed by, handled, or handled for movement into, onto or from the covered "auto";
 - (2) Otherwise in the course of transit by or on behalf of the "insured";
 - (3) Being stored, disposed of, treated or processed in or upon the covered "auto"; or

- b. Before the "pollutants" or any property in which the "pollutants" are contained are moved from the place where they are accepted by the "insured" for movement into or onto the covered "auto"; or
- c. After the "pollutants" or any property in which the "pollutants" are contained are moved from the covered "auto" to the place where they are finally delivered, disposed of or abandoned by the "insured."

Paragraph a. above does not apply to fuels, lubricants, fluids, exhaust gases or other similar "pollutants" that are needed for or result from the normal electrical, hydraulic or mechanical functioning of the covered "auto" or its parts, if:

- (1) The "pollutants" escape, seep, migrate, or are discharged, dispersed or released directly from an "auto" part designed by its manufacturer to hold, store, receive or dispose of such "pollutants"; and
- (2) The "bodily injury," "property damage" or "covered pollution cost or expense" does not arise out of the operation of any equipment listed in Paragraphs 6.b. or 6.c. of the definition of "mobile equipment."

Paragraphs b. and c. above do not apply to "accidents" that occur away from premises owned by or rented to an "insured" with respect to "pollutants" not in or upon a covered "auto" if:

- (1) The "pollutants" or any property in which the "pollutants" are contained are upset, overturned or damaged as a result of the maintenance or use of a covered "auto"; and
- (2) The discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused directly by such upset, overturn or damage.



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- E.** "Diminution in value" means the actual or perceived loss in market value or resale value which results from a direct and accidental "loss".
- F.** "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- G.** "Insured" means any person or organization qualifying as an insured in the Who Is An Insured provision of the applicable coverage. Except with respect to the Limit of Insurance, the coverage afforded applies separately to each insured who is seeking coverage or against whom a claim or "suit" is brought.
- H.** "Insured contract" means:
1. A lease of premises;
 2. A sidetrack agreement;
 3. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 4. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 5. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
 6. That part of any contract or agreement entered into, as part of your business, pertaining to the rental of lease, by you or any of your "employees", of any "auto." However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".
- An "insured contract" does not include that part of any contract or agreement:
- a. That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing; or
 - b. 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
 - c. 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.
- I.** "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- J.** "Loss" means direct and accidental loss or damage.
- K.** "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
1. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 2. Vehicles maintained for use solely on or next to premises you own or rent;
 3. Vehicles that travel on crawler treads;
 4. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - a. Power cranes, shovels, loaders, diggers or drills; or
 - b. Road construction or resurfacing equipment such as graders, scrapers or rollers.

5. Vehicles not described in Paragraphs 1., 2., 3., or 4. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

- a. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
- b. Cherry pickers and similar devices used to raise or lower workers.

6. Vehicles not described in Paragraphs 1., 2., 3. or 4. above maintained primarily for purposes other than the transportation of persons or cargo. However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- a. Equipment designed primarily for:
 - (1) Snow removal;
 - (2) Road maintenance, but not construction or resurfacing; or
 - (3) Street cleaning;
- b. Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- c. Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting or well servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

L. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

M. "Property damage" means damage to or loss of use of tangible property.

N. "Suit" means a civil proceeding in which:

- 1. Damages because of "bodily injury" or "property damage"; or
- 2. A "covered pollution cost or expense", to which this insurance applies, are alleged.

"Suit" includes:

- a. An arbitration proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the "insured" must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages or "covered pollution costs or expenses" are claimed and to which the insured submits with our consent.

O. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

P. "Trailer" includes semitrailer.

ENDORSEMENT AGREEMENT



WAIVER OF SUBROGATION
BLANKET BASIS

9103640-22
RENEWAL
SP

HOME OFFICE
SAN FRANCISCO

EFFECTIVE JULY 1, 2022 AT 12.01 A.M.
AND EXPIRING JULY 1, 2023 AT 12.01 A.M.

PAGE 1 OF 1

ALL EFFECTIVE DATES ARE
AT 12:01 AM PACIFIC
STANDARD TIME OR THE
TIME INDICATED AT
PACIFIC STANDARD TIME

TURBO DATA SYSTEMS INC
18302 IRVINE BLVD STE 200
TUSTIN, CA 92780

WE HAVE THE RIGHT TO RECOVER OUR PAYMENTS FROM ANYONE
LIABLE FOR AN INJURY COVERED BY THIS POLICY. WE WILL
NOT ENFORCE OUR RIGHT AGAINST THE PERSON OR
ORGANIZATION NAMED IN THE SCHEDULE.

THIS AGREEMENT APPLIES ONLY TO THE EXTENT THAT YOU
PERFORM WORK UNDER A WRITTEN CONTRACT THAT REQUIRES YOU
TO OBTAIN THIS AGREEMENT FROM US.

THE ADDITIONAL PREMIUM FOR THIS ENDORSEMENT SHALL BE
2.00% OF THE TOTAL POLICY PREMIUM.

SCHEDULE

<u>PERSON OR ORGANIZATION</u>	<u>JOB DESCRIPTION</u>
ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER	BLANKET WAIVER OF SUBROGATION

NOTHING IN THIS ENDORSEMENT SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND
ANY OF THE TERMS, CONDITIONS, AGREEMENTS, OR LIMITATIONS OF THIS POLICY
OTHER THAN AS ABOVE STATED. NOTHING ELSEWHERE IN THIS POLICY SHALL BE
HELD TO VARY, ALTER, WAIVE OR LIMIT THE TERMS, CONDITIONS, AGREEMENTS OR
LIMITATIONS IN THIS ENDORSEMENT.

COUNTERSIGNED AND ISSUED AT SAN FRANCISCO:

JUNE 23, 2020


AUTHORIZED REPRESENTATIVE


PRESIDENT AND CEO



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: FIRE CHIEF

DATE: JULY 11, 2023

SUBJECT: **CONSENT TO ASSIGNMENT AND ASSUMPTION OF CONTRACT**

FISCAL
IMPACT: NONE

SUMMARY:

On June 4, 2019, the City Council voted to establish the Placentia Fire & Life Safety Department (PFLSD). As part of that decision, the City Council directed the City Administrator to take the necessary steps to implement the Department, which includes taking steps to ensure that buildings within City limits are regularly inspected for fire safety.

On October 4, 2021, a Professional Services Agreement (PSA) was executed with Dennis Grubb and Associates, LLC (DGA) to provide the PFLSD with various fire prevention related services including, but not limited to, fire plan review, fire prevention inspections, and acting as the City's Fire Marshal.

The City is in receipt of a request from Dennis Grubb and Associates, LLC (DGA) to approve the attached Consent to Assignment and Assumption of Contract regarding the acquisition of the assets of Dennis Grubbs and Associates LLC by Willdan Engineering (WE).

DGA is assigning all rights, duties, obligations, titles, interests, and liabilities in and to that certain Professional Agreement between DGA and the City of Placentia, as amended, and all related orders and statements of work (collectively, the Agreement), to WE.

RECOMMENDATION:

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

1. Approve the attached Consent to Assignment and Assumption of Contract document; and.
2. Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

1.g.
July 11, 2023

STRATEGIC PLAN STATEMENT:

This item is consistent with the City Council approved 5-Year Strategic Goal to Ensure that Public Safety Continues to be a High Priority, under Objective 2.8 which is to endeavor to maintain and improve Fire Department compliance.

DISCUSSION:

Fire prevention services are an integral part of a full-service municipal fire department. The State of California determines that certain businesses require fire inspections as part of their ongoing operations. The PFLSD was not initially set up to independently begin these inspections or review fire plans without utilizing the services of an experienced consultant. When the initial contract was drafted, several fire prevention agencies were contacted to submit proposals, and ultimately Dennis Grubb and Associates, LLC was awarded a contract due to their pricing and record of excellent service within Orange County. Ultimately, we were provided with a team of people to review fire plans and to inspect local businesses in Placentia.

The approval of the attached Consent to Assignment and Assumption of Contract will have no effect on the services provided to the City of Placentia Fire and Life Safety Department by Willdan Engineering.

Prepared by:



Amanda Horner
Fire Marshal

Reviewed and approved:



Jason Dobine
Fire Chief

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Consent to Assignment and Assumption of Contract: Dennis Grubbs & Associates LLC by Willdan Engineering (WE).

**CONSENT
TO
ASSIGNMENT AND ASSUMPTION
OF
CONTRACT**

Effective as of the closing of the acquisition of the assets of Dennis Grubbs & Associates LLC (“DGA”) by Willdan Engineering (“WE”), City of Placentia (“Client”) hereby consents to the assignment of all rights, duties, obligations, title, interests and liabilities of DGA in and to that certain Professional Services Agreement between Client and DGA dated October 26, 2021, as amended, and all related orders and statements of work (collectively, the “Agreement”), to WE, the assumption by WE of DGA’s obligations under the Agreement, and the release of DGA from all obligations under the Agreement.

Client hereby agrees and acknowledges that, as of the date hereof, (i) no party to the Agreement is in default in the performance of any covenant, agreement, or condition contained in the Agreement, and (ii) the Agreement remains valid and is in full force and effect.

Upon the closing of the transaction between DGA and WE, the parties will deliver to Client an executed assignment and assumption agreement. In the event the transaction between DGA and WE does not close, this consent will be of no effect.

Dated: _____, 2023

City of Placentia

By: _____

Print: _____

Title: _____



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: DIRECTOR OF DEVELOPMENT SERVICES
DATE: JULY 11, 2023
SUBJECT: **ACCEPTANCE OF RESIGNATION FROM THE PLANNING COMMISSION**
FISCAL
IMPACT: NONE

SUMMARY:

The City has received a letter of resignation from Planning Commissioner Claudia Keller. 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 Claudia Keller from the Planning Commission; and
2. Update the City's master Commission/Committee vacancy list to include the vacancy on the Planning Commission.

STRATEGIC PLAN STATEMENT:

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

Increase Community Engagement (Goal 4), as this action will accept the resignation of one long serving Planning Commissioner, resulting in an opportunity for another community member to serve on Planning Commission and become engaged with the community. This item also furthers Goal 8 to Improve City Governance as the seven-member Planning Commission requires full membership to operate optimally, and this action accepts the resignation of one member and recommends the future appointment of a new Commission member, resulting in a full seven-member Commission consistent with the City Charter.

1.h.
July 11, 2023

DISCUSSION:

Ms. Keller has served on the Planning Commission since March 2017. During her impressive tenure on the Commission, she has been part of the team which has recommended approval of the TOD Plan and rezoning, the Old Town Revitalization Plan and rezoning, the 2019 General Plan Update, 2022 Housing Element Update, and numerous significant developments citywide. Ms. Keller has indicated her desire to resign from the Commission via correspondence dated June 12, 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:



Joseph M. Lambert
Director of Development Services

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Resignation Correspondence from Claudia Keller

From: [Claudia Keller](#)
To: [Joseph Lambert](#)
Subject: Re: Regular Meeting of the Planning Commission to be held on June 13, 2023
Date: Monday, June 12, 2023 8:11:55 PM
Importance: High

EMAIL FROM EXTERNAL SOURCE: Don't reply, click on a link or open an attachment unless you recognize the sender and know the content to be safe. If you believe this email to be unsafe, please use the [Report Phish](#) button in Outlook to notify the IT department.

Thanks for your understanding Joe. My life has got too complicated and I don't feel I can do the Planning Commission right given my bandwidth. Given that, please accept this email as communication of my intention to step-down from the planning commission.

Let's do this. I will plan on June being my last meeting since I will need to miss July. If no-one has been identified and you need quorum, I can make the August meeting if needed.

Does that sounds OK?

It has been an honor and a pleasure to serve. I remain so impressed by the staff commitment to Placentia's growth and advancement.

Best,

Claudia

Claudia Keller
714.812.4235
Master Gardener
Food Banker
Footballer

On Jun 12, 2023, at 7:09 PM, Joseph Lambert <jlambert@placentia.org> wrote:

Commissioner Keller,

As discussed, I hate to lose your services on the Planning Commission!

That being said, to get the ball rolling for City Council to officially replace you, I will need you to e-mail me your resignation. You could state that your resignation is effective June 30, or even make it effective July 12 (the day after July PC in case you *MAY* be present for July 11 PC). That way, I can have City Council accept your resignation and ask them to appoint someone. They may even elect to appoint someone else at the City Council meeting of July 25.

You could simply e-mail me your resignation in the body of an e-mail, that is fine.

See you tomorrow (Tuesday) night!

Thank you,

Joe Lambert | Director of Development Services | Development Services Department
City of Placentia | 401 E. Chapman Ave. Placentia, CA 92870
phone: (714) 993-8234 | fax: (714) 961-0283 | e-mail: jlambert@placentia.org

From: Joseph Lambert
Sent: Sunday, June 11, 2023 6:17 PM
To: Claudia Keller <c.keller@att.net>
Cc: Carole Wayman <cwayman@placentia.org>
Subject: Re: Regular Meeting of the Planning Commission to be held on June 13, 2023

Hi Claudia,

Yes we have an application or two. Carole will be scheduling interviews hopefully soon. But we have 7 Commissioners for now.

Thank you

Joe Lambert
Director of Development Services
City of Placentia
Sent from my iPhone

On Jun 11, 2023, at 3:13 PM, Claudia Keller <c.keller@att.net> wrote:

EMAIL FROM EXTERNAL SOURCE: Don't reply, click on a link or open an attachment unless you recognize the sender and know the content to be safe. If you believe this email to be unsafe, please use the Report Phish button in Outlook to notify the IT department.

I'll be there.

Just checking in to see if my replacement is being sought. June could be my last meeting as I will be traveling in July.

Let me know.

C

Claudia Keller
714.812.4235
Master Gardener
Food Banker
Footballer



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF DEVELOPMENT SERVICES

DATE: JULY 11, 2023

SUBJECT: **TENTATIVE TRACT MAP NO. TTM 19233 PERTAINING TO THE SUBDIVISION OF AN +/- 1.76 ACRE LOT INTO SIX PARCELS LOCATED AT 424 N. NEVIN LANE WITHIN SP-7 (SPECIFIC PLAN 7) ZONING DISTRICT FOR THE PURPOSE OF FUTURE SINGLE-FAMILY HOME DEVELOPMENT**

FISCAL

IMPACT: APPROXIMATELY \$137,155 OF TOTAL DEVELOPMENT IMPACT FEE REVENUE PRIOR TO CONSTRUCTION OF SIX NEW SINGLE-FAMILY RESIDENCES

SUMMARY:

At the Planning Commission meeting held June 13, 2023, the Planning Commission voted 4-0-0-3 (3 absent) to recommend approval of TTM 19233 to the City Council. TTM 19233 is a request from the applicant, Blain Meith, representing Realm California, LLC, to subdivide one existing parcel into six developable parcels for property located at 424 N. Nevin Lane within SP-7 (Specific Plan 7). In accordance with Placentia Municipal Code (PMC) Sections 22.72.060 and 22.72.070, the Planning Commission hereby submits a report of its findings and recommends approval of TTM 19233 to the City Council.

RECOMMENDATION:

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

Adopt Resolution R-2023-54, a Resolution of the City Council of the City of Placentia, California, adopting a categorical exemption pursuant to the California Environmental Quality Act (Public Resources Code §§ 21000-21177 and §15000 *et seq.* of Title 14 of the California Code of Regulations) (CEQA) and approving Tentative Tract Map No. TTM 19233 pertaining to the subdivision of property located at 424 N. Nevin Lane (Assessor's Parcel Number 341-433-05) into six developable parcels and making findings in support thereof.

STRATEGIC PLAN STATEMENT:

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

Promote Community and Economic Development (Goal 3), specifically, it will result in further Implementation of Housing Element Strategies, which is listed as Objective Number 3.10 of

1.i.

July 11, 2023

Goal 3. This agenda item will create opportunities for the development of more housing in the City which is a key strategy of the Housing Element.

BACKGROUND:

The project applicant is Blain Meith, who represents Realm California, LLC. The applicant owns and maintains several oil extraction sites in and around the local neighborhood, including the subject site. The request is to subdivide the subject parcel into six developable parcels for future sale and development with single-family residential construction.

PMC Section 22.72.002 requires a Tentative Map for all subdivisions creating five or more parcels and PMC Section 22.80.060(c) requires that the Planning Commission take action to recommend to the City Council conditional approval or denial of the subdivision map. At the Planning Commission meeting held June 13, 2023, the Planning Commission voted 4-0-0-3 (3 absent), to recommend adoption of a CEQA Exemption and recommend approval of TTM 19233 to the City Council.

DISCUSSION:

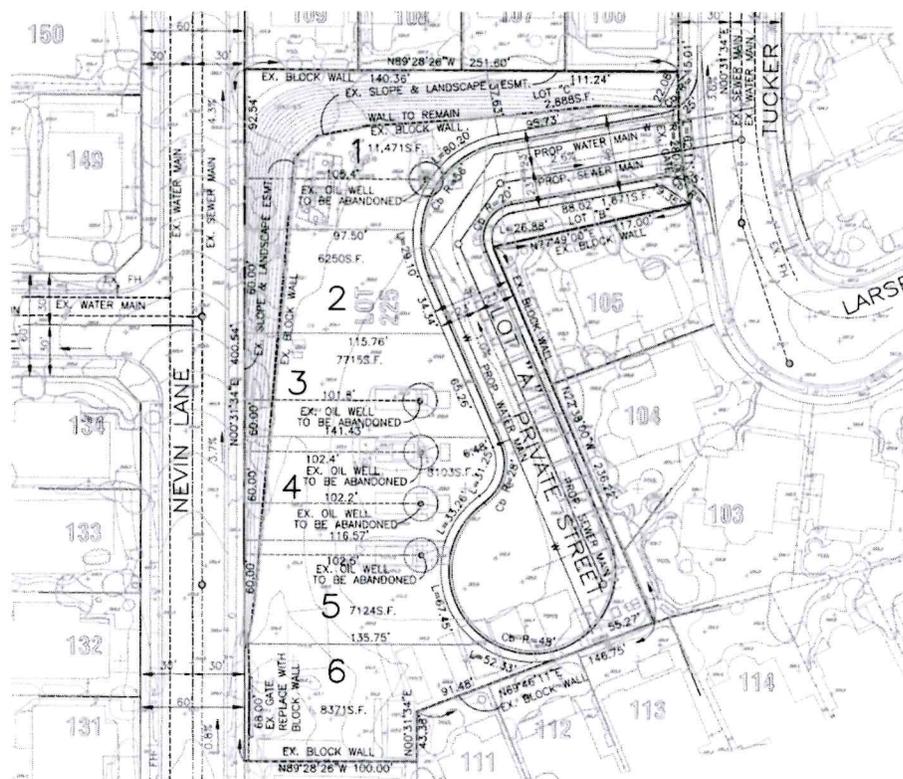
The subject site is located within an existing single-family residential neighborhood at 424 N. Nevin Lane (APN 341-433-05) within the Low Density Residential (LDR) designation of SP-7. The parcel is located south of Hill Street, north of Alta Vista, and sits between Nevin Lane and Tucker Place, with access gates currently located on both Nevin Lane and Tucker Place. The site has historically been utilized for oil extraction operations, with five oil wells located on site. On the



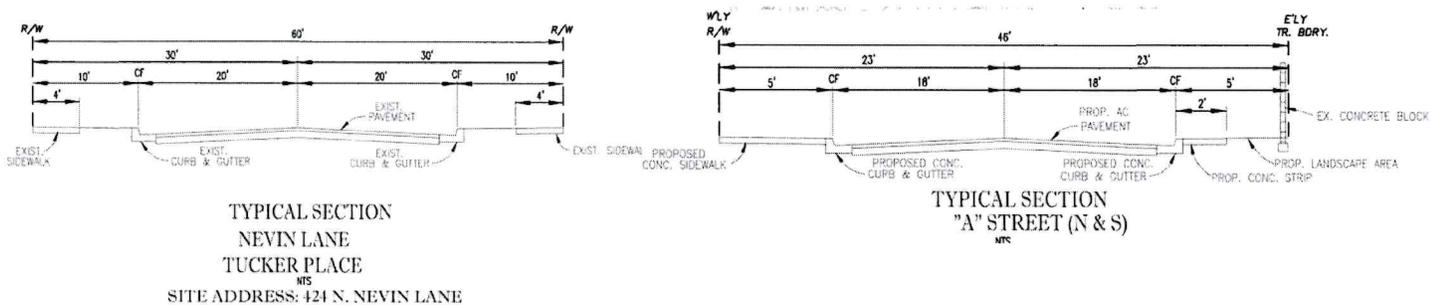
westerly side of the parcel, facing Nevin Lane, is a large, landscaped slope that runs along the northerly and westerly portion of the parcel. The easterly and southerly portions of the site are not currently landscaped but there is a six-foot block wall that runs along the perimeter of that portion of the property.

The following table shows the lot size of each proposed parcel. Specific Plan 7 Site Development Standards (listed in Table 3 of the Specific Plan 7 document) states the average LDR lot in SP-7 shall be 7,000 square feet on average and at a minimum, lots shall be 6,000 square feet. The proposed lots meet the minimum lot size and are between 6,250 and 14,359 square feet. The proposed subdivision meets the property dimension criteria of SP-7 regarding lot size, as demonstrated in the table below:

Parcel No.	Lot Size (square feet)	Lot Size (acres)	Minimum Required Lot Size in SP-7 (LDR Designation)
1	14,359 square feet	0.33 acres	6,000 square feet
2	6,250 square feet	0.14 acres	6,000 square feet
3	7,715 square feet	0.18 acres	6,000 square feet
4	8,103 square feet	0.18 acres	6,000 square feet
5	7,124 square feet	0.16 acres	6,000 square feet
6	8,371 square feet	0.19 acres	6,000 square feet



To access the proposed lots from Tucker Place, a private street is proposed in the approximate location of an existing access gate. The street will measure 46 feet in width, with a five-foot sidewalk on the westerly side of the private street which will terminate into a cul-de-sac. The easterly side of the street will feature a two-foot concrete strip (technically not a sidewalk), with a three-foot landscape strip in between the existing block wall and the sidewalk. The two street sections below show the dimensions of Nevin Lane, and what is typical of the existing neighborhood. The section on the right shows the dimensions of the proposed street. Being slightly narrower, it does continue to meet City Standards and Fire Code minimums.



The large existing landscaped slope that runs along the northerly and westerly borders of the parcel will remain a landscaped easement and is conditioned to be maintained by the creation of a Homeowners Association (HOA). A portion of that landscaped area will be designated as lettered Lot C, and lettered Lots B and C will be located on either side of the Tract entrance and along the partial length of the private street. Lettered Lots B and C will be fully landscaped and shall be conditioned to be maintained by the future HOA. The proposed private street is designated as lettered Lot A and shall also be conditioned to be maintained by the future HOA.

This Tentative Tract Map will be conditioned to require any development of homes to go through a Development Plan Review (DPR) process, which would require a public hearing. Typically, a development of proposed single-family home does not require a public hearing but undergoes a non-discretionary site plan review. It is staff's intent that the future development of the proposed lots shall be consistent with the surrounding neighborhood, in terms of architectural style and lot development, and any issues pertaining to such things as privacy, noise, lighting, landscaping and maintenance, will be addressed at that time.

Subject Site and Surrounding Land Uses:

The site currently contains five oil wells on proposed Lots 1, 3, 4 and 5, which will be abandoned by CALGEM standards and requirements, as well as in compliance with local Fire Department and Building Division standards. The table below shows surrounding existing land uses, and General Plan and Specific Plan Land Use designations:

Location	Existing Land Use	General Plan Land Use Element Designation	Zoning Map Designation	Specific Plan Land Use Designation
Subject Site	Vacant	Specific Plan	SP-7 (Specific Plan 7)	Low Density Residential (LDR)
North, South, East, & West	Single-Family Residential	Specific Plan	SP-7	LDR

ENVIRONMENTAL:

The proposed application was reviewed by Staff in accordance with the requirements of the California Environmental Quality Act (“CEQA”), Public Resources Code §§ 21000 *et seq.*, the State CEQA Guidelines, 14 C.C.R. §§ 15000 *et seq.*, and the Environmental Guidelines of the City of Placentia. Staff recommends that the Planning Commission exercise its independent judgment and find that TTM No. 19233 is exempt from CEQA pursuant to State CEQA Guidelines §15332 (Class 32 – Infill Development Projects), as it is consistent with the General Plan and Zoning regulations and occurs on a project site of less than five acres, which are substantially surrounded by urban uses. The project site has no endangered biological habitats, or significant effects relating to traffic, noise, air quality, or water quality, and can be adequately served by all required utilities. On June 13, 2023, the Planning Commission recommended that City Council find that this project is exempt pursuant to State CEQA Guidelines §15332.

CONCLUSION:

The proposed project is consistent with the City’s General Plan and meets the minimum development standards of the PMC. With the inclusion of the recommended conditions of approval, the proposed subdivision located within the existing SP-7 District will be compatible with adjacent land uses and will not result in any adverse impacts to the surrounding area.

FISCAL IMPACT:

Pursuant to PMC Chapter 5.02 all new development is subject to Citywide Development Impact Fees. The proposed Tentative Tract Map will result in six (6) additional lots that will be eligible for development. Based on the zoning designation, one single family residence can be developed on the resulting new lots of parcels 1 through 6. The subsequent construction of six new homes will result in approximately \$137,155 of total Development Impact Fee revenue. It should be noted that future construction will also require payment of user fees such as building plan check and building permit fees.

Prepared by:



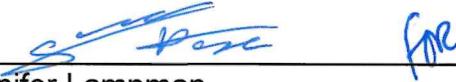
Lesley Whittaker
Associate Planner

Reviewed and approved:



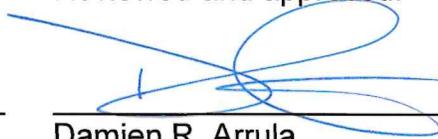
Joseph M. Lambert
Director of Development Services

Reviewed and approved:



Jennifer Lampman
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Resolution No. R-2023-54 Related to TTM 19233
Attachment A: Conditions of Approval for TTM 19233
2. TTM 19233 Tentative Tract Map
3. Conceptual Building Pads Exhibit
4. Vicinity/Zoning Map
5. Site Photos
6. 300-foot Radius Ownership Exhibits

RESOLUTION NO. R-2023-54

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, ADOPTING A CATEGORICAL EXEMPTION PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (PUBLIC RESOURCES CODE §§ 21000-21177 AND §15000 *ET SEQ.* OF TITLE 14 OF THE CALIFORNIA CODE OF REGULATIONS) (CEQA) AND APPROVING TENTATIVE TRACT MAP NO. TTM 19233 PERTAINING TO THE SUBDIVISION OF PROPERTY LOCATED AT 424 N. NEVIN LANE (ASSESSOR'S PARCEL NUMBER 341-433-05) INTO SIX DEVELOPABLE PARCELS AND MAKING FINDINGS IN SUPPORT THEREOF

A. Recitals.

WHEREAS, On June 13, 2023, the Planning Commission of the City of Placentia conducted, and concluded, a duly noticed public hearing, as required by law, recommending to the City Council of the City of Placentia, approval of Tentative Tract Map No. TTM 19233 for the property located at 424 N. Nevin Lane.

WHEREAS, The Planning Commission heard testimony, received a report and other relevant information from City staff and members of the public including Blain Meith, of REALM California, LLC. ("Applicant" hereinafter), regarding a Tentative Tract Map application and made a recommendation to the City Council of the City of Placentia.

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

B. Resolution.

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

Section 1. The City Council hereby specifically finds that all of the facts set forth in the Recitals, Part A, of this Resolution are true and correct.

Section 2. Based upon substantial evidence presented to this City Council with regard to the Application, including written staff reports, verbal testimony and development plans, the City Council hereby specifically finds as follows:

a. The proposed project will not be: (1) detrimental to the health, safety or general welfare of the persons residing or working within the neighborhood of the proposed development or within the city, or (2) injurious to the property or improvements within the neighborhood or within the city. The subject subdivision is not likely to cause serious public health problems. Subject to compliance with the attached

Conditions of Approval set forth in Attachment "1.A." of the staff report (Attachment A to this Resolution) and by this reference incorporated herein and Standard Development Requirements, the project complies with all applicable code requirements and development standards of the "SP-7" (Low Density Residential Designation) Zoning District and Title 22, and with other applicable regulations of the Placentia Municipal Code (PMC).

b. The proposed use is consistent with the City's General Plan. The General Plan Land Use designation for the subject site is Specific Plan, and the proposed use does not involve any change in the allowable land use of the subject site. The proposed project involves the subdivision of a 1.76-acre parcel into 6 single-family home, low-density, home lots consistent with the "SP-7" (Low Density Residential Designation) Zoning District and the General Plan. Therefore, the site is physically suitable for the proposed type and density of development.

c. The proposed project as presented in the staff report and accompanying plans complies with all requirements of Chapter 23.107 of the PMC. City Staff carefully examined the proposed subdivision against the applicable development regulations prescribed in Title 23 (Zoning Ordinance) and determined it to be in substantial compliance. The proposed subdivision includes Conditions of Approval and Standard Development Requirements to ensure full compliance with applicable code requirements and to ensure full compliance with the General Plan, and with applicable design improvements required therein.

d. Conditions necessary to secure the purposes of this section, including guarantees and evidence of compliance with conditions are made part of this Tentative Tract Map approval. Attachment "1.A" of the staff report (Attachment A to this Resolution) contain Conditions of Approval and Standard Development requirements specific to this application in order to provide assurances that the proposed subdivision and related on and off-site improvements are in compliance with applicable requirements of the PMC.

e. That the proposed map is consistent with the General Plan and with all provisions of Title 22 of the PMC. The proposed Tentative Tract Map application is to subdivide an existing 1.76 acre parcel into 6 single-family home, low-density, home lots consistent with the "SP-7" (Low Density Residential Designation) Zoning District and the General Plan. The proposed map is consistent with all polices, programs, and goals of the General Plan.

f. That the design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision. As part of the review of the application, an extensive record research was completed. Additionally, the application submitted a preliminary title report with their application.

g. That the design of the subdivision or the proposed improvements is not likely to cause substantial environmental damage or substantially and avoidably injure wildlife or their habitat. The subject site is an underutilized property that only has limited vegetation. There are no known areas within the City that host wildlife or their habitat.

Section 3. a. The City Council of the City of Placentia finds that TTM 19233 is exempt from the California Environmental Quality Act ("CEQA"), Public Resources Code §§ 21000 *et seq.*, the State CEQA Guidelines, 14 C.C.R. §§ 15000 *et seq.*, and the Environmental Guidelines of the City of Placentia pursuant to the State CEQA Guidelines § 15332 (Class 32 – Infill Development Project) as this subdivision will result in the division of property in an urbanized area zoned for residential use and located in an infill area, consisting of less than five acres. The division is in conformance with the General Plan and zoning, no variances or exceptions are required, all services and access to the proposed subdivision for condominium purposes to local standards are available, the parcel was not involved in a division of a larger parcel within the previous 2 years, and the parcel does not have an average slope greater than 20 percent;

b. The City Council finds and determines that, based upon the findings set forth above and below, and changes and alterations which have been incorporated into and conditioned upon the proposed project, no significant adverse environmental effects will occur; and

c. The City Council finds that facts supporting the above-specified findings are contained in the staff report and exhibits, and the information provided during the public hearing conducted with respect to the Application.

Section 4. Based upon the findings and conclusions set forth herein, the City Council hereby approves Tentative Tract Map 19233, as modified herein, and specifically subject to the conditions set forth in Attachment "1.A." of the staff report (Attachment A to this Resolution) attached hereto and by this reference incorporated herein.

PASSED, ADOPTED and APPROVED this 11th day of July 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 11th day of July 2023 by the following vote:

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

Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

**Attachment A
Special Conditions of Approval for
Tentative Tract Map No. TTM 19233
424 N. Nevin Lane (APN: 341-433-05)**

SPECIAL CONDITIONS

If the above referenced application is approved, applicant and/or property owner shall comply with the Special Conditions listed below and the Standard Development Requirements attached.

ALL OF THE FOLLOWING SPECIAL CONDITIONS OF APPROVAL AND STANDARD DEVELOPMENT REQUIREMENTS SHALL BE FULLY COMPLIED WITH FOR THE TENTATIVE TRACT MAP TO CONTINUE IN GOOD STANDING.

DEVELOPMENT SERVICES DEPARTMENT – PLANNING DIVISION:

1. Failure to abide by and faithfully comply with any and all conditions attached to this action shall constitute grounds for revocation or amendment of said actions by the City of Placentia Planning Commission.
2. The applicant shall, as a condition of project approval, at its sole expense, defend, indemnify and hold harmless the City, its officers, employees, agents and consultants from any claim, action, proceeding, liability or judgment against the City, its officers, employees, agents and/or consultants, which action seeks to set aside, void, annul or otherwise challenge any approval by the City Council, Planning Commission, or other City decision-making body or City staff action concerning applicant's project. The applicant shall pay the City's defense costs, including attorney fees and all other litigation-related expenses, and shall reimburse the City for any and all court costs, which the City may be required to pay as a result of such defense. The applicant shall further pay any adverse financial award which may issue against the City including but not limited to any award of attorney fees to a party challenging such project approval. The City shall retain the right to select its counsel of choice in any action referred to herein. The City agrees to promptly notify the applicant of any such claim filed against the City and to fully cooperate in the defense of any such action.
3. Approval of TTM 19233 and the resulting Final Map is contingent upon City Council approval.
4. TTM 19233 shall expire twenty-four (24) months after City Council approval or conditional approval if a final map is not recorded. Upon written request by the developer the time limit may be extended an additional twelve (12) months by City Council.
5. The developer of the six (6) parcels shall be required to submit for a Development Plan Review (DPR), which will require a public hearing for the review of proposed building plans for subject parcels.

6. The establishment of a Homeowner's Association (HOA) will be required for the owners of the six (6) future lots. The Homeowner's Association (HOA) will be required to repair/maintain the proposed private street, as well as the landscaping that is existing and proposed on Lots A, B, C.
7. The developer/owner of each resulting lot shall be required to form/join any applicable Homeowner's Association (HOA) that the properties fall within the boundaries of.
8. The developer/owner of each resulting lot shall require HOA (if applicable) review of any landscape or wall/fence plans.
9. A final map shall be prepared by or under the direction of a registered Civil Engineer or licensed land surveyor in the State, as provided for in the Business and Professions Code.
10. TTM 19233 and the related Final Map shall comply with the applicable requirements of Title 22 (Subdivisions) of the Placentia Municipal Code.
11. Any modifications to the approved TTM and any modifications which will change, expand or intensify the use shall be subject to review and approval by the Director of Development Services. The Director of Development Services or his or her designee may determine if such modifications require approval by the Placentia Planning Commission or may be approved administratively by City staff.
12. Prior to final release of any future buildings for occupancy, all Special Conditions of Approval and Standard Development Requirements shall have been completed and final inspections approved.
13. Prior to the development of the parcels, the Applicant will provide certification of well abandonment from CALGEM (California Geologic Energy Management Division) and any mitigation measures needed for development atop and/or in proximity of any oil wells.
14. Applicant/builder is responsible, at its sole cost and expense, to cause all cable, telephone, electrical, and other utility services serving the property to be placed underground within the subject site. Prior to the issuance of building permits, applicant/builder shall submit a separate utility plan for each such utility service. The utility plan shall indicate the precise location of where all cable, telephone, electrical, and other utility services serving the property will be placed underground within the subject site, as well as the points of connection at the proposed building or buildings on the site and the public right-of-way. Prior to the submittal of the utility plans to the City, the plans shall be reviewed and approved by the utility companies. Evidence of approvals shall be in the form of a signed and dated approval stamp and/or approval letter. If the precise locations of future utility services cannot be reasonably ascertained prior to the issuance of building permits, upon prior written approval of the Director of Development Services, prior to issuance of a certificate of occupancy. Applicant/builder shall provide the City with "as built" plans showing the precise locations where all cable, telephone, electrical, and other utility services serving the

property were placed underground within the subject site, as well as the points of connection at the building or buildings on the site and the public right-of-way.

15. Developer shall pay in full to the City of Placentia, any and all applicable citywide Development Impact Fees (including, but not limited to fees relating to recreational facilities, sewer facilities, transportation infrastructure, storm drain facilities, and public safety impacts) adopted by and set forth by the City Council, as set forth in Chapter 5 of the Placentia Municipal Code, in effect at the time building permits are issued prior to issuance of the first building permit for each respective property.
16. Developer and/or property owner agrees to approve the incorporation of the project into Community Facilities District No. CFD 2014-01 (Public Services) pursuant to the provisions of California Government Code Section 53311, et seq. Said annexation into CFD No. 2014-01 shall be fully completed in accordance with California law prior to issuance of any Certificate of Occupancy for the project.
17. Developer and/or property owner agrees to approve the incorporation of the project into the Landscape Maintenance District No. LMD 1992-01 pursuant to the provisions of California Streets and Highways Code Section 22500, et seq. Said annexation into LMD No. 1992-01 shall be fully completed in accordance with California law prior to issuance of any Certificate of Occupancy for the project.
18. Developer and/or property owner agrees to approve the incorporation of the project into the Street Lighting District No. SLD 1981-01 pursuant to the provisions of California Streets and Highways Code Section 22500, et seq. Said annexation into SLD No. 1981-01 shall be fully completed in accordance with California law prior to issuance of any Certificate of Occupancy for the project.
19. Developer and/or property owner agrees that the City may, at its sole election, require that, instead of annexing into SLD 1981-01 and/or LMD 1992-1, the project shall be incorporated into a Community Facilities District to be created by the City pursuant to the provision of California Government Code Section 53311, et seq; the purpose of which, and the initial amount of the taxes and assessments thereunder, will be substantially the same, in whole or in part, as SLD 1981-1 and/or LMD 1992-1. Developer and/or property owner agrees to approve the incorporation of the project into said Community Facilities District, provided that the incorporation of the new CFD does not otherwise delay the development of the project; in which event the project shall instead be annexed into SLD 1981-01 and/or LMD 1992-1. Any automatic fee increases for the Community Services District shall not be inconsistent with the approved rate study.

DEVELOPMENT SERVICES DEPARTMENT - BUILDING DIVISION

20. Since, the boundary of the (E) and (N) parcels are involved the final map shall be prepared, sealed and signed by a California licensed land surveyor or a California licensed civil engineer who had been licensed prior to January 1980.
21. Complete orientation of the proposed lines between the seven parcels shall be addressed on the Tentative Tract 19233.

22. The parcels map after being approved by the City shall be recorded by the Orange County Recording Office.

PUBLIC WORKS – ENGINEERING DIVISION

23. All improvement and grading plans shall be drawn on twenty-four (24) inches by thirty-six (36) inch Mylar and signed by a registered civil engineer or other registered/licensed professional as required.
24. The following items are required for the entitlement review:
 - a. Preliminary grading and drainage plan.
 - b. Preliminary geotechnical report.
 - c. Preliminary hydrology/drainage study.
 - d. Preliminary Water Quality Management Plan (WQMP) in the form and content per the City's WQMP template.
 - e. Sewer capacity study.
25. Prior to issuance of Certificate of Occupancy or building final, all existing and new utilities including electric power, telephone, telecommunication fiber and/or cable TV in the street adjacent to and on-site shall be placed underground in accordance with the City of Placentia standards and ordinances.
26. It is the applicant's responsibility to notify all utility companies and the City of Placentia for disconnection and/or relocation of the existing utilities, vaults and meters. It is also the applicant's responsibility to ensure applicant notifies the Building Inspection Division that these utilities have been properly relocated and/or disconnected. Prior to recordation of the final map, the public improvement plans as required shall be prepared and signed by the City Engineer.
27. Prior to issuance of a Certificate of Occupancy, the engineer of record shall submit all approved project and site improvements plans on an AutoCAD DWG and DFX formatted Compact Disc (CD) to the Public Works Department. The applicant shall pay for and provide the City with copies of as-built plans.
28. Recent title report to clarify the ownership and all easements on the property.
29. Provide an erosion control, Storm Water Pollution Prevention Plans (SWPPP) for protection of the site during and post excavation activities.

GRADING

30. Prior to the issuance of a grading permit, the applicant shall prepare a Low Impact Development (LID) specifically identifying the Best Management Practices (BMP's) that will be used on site to control predictable pollutant runoff. The plan shall identify the types of structural and/or non-structural measures to be used. The plan shall

comply with the Orange County Drainage Area Management Plan (DAMP) and LID Implementation Guideline. Website available at (<http://ocwatersheds.com/publiced/residents/glltd>) Particular attention should be addressed to the appendix section "Best Management Practices for priority redevelopment." The LID shall clearly show the locations of structural or Nonstructural BMP's, and assignment of long-term maintenance responsibilities. The plan shall be prepared to the general form and content and submitted to the Director of Public Works/City Engineer for review and approval.

31. Prior to the issuance of a grading permit, the applicant shall prepare a Water Quality Management Plan (WQMP) specifically identifying the Best Management Practices (BMP's) that will be used on site to control predictable pollutant runoff. The plan shall identify the types of structural and non-structural measures to be used. The plan shall comply with the Orange County Drainage Area Management Plan (DAMP). Particular attention should be addressed to the appendix section "Best Management Practices for Development." The WQMP shall clearly show the locations of structural BMP's, and assignment of long-term maintenance responsibilities (which shall also be included in the Maintenance Agreement). The plan shall be prepared to the general form and content shown in the City of Placentia's WQMP Template and shall be submitted to the City Engineer for review and approval. Website available at (<http://www.placentia.org/index.aspx?nid=262>)
32. Prior to the issuance of a grading permit, the applicant shall demonstrate to the City Engineer that coverage has been obtained under the California's General Permit for Discharge of Storm Water Associated with Construction Activity by providing a copy of the Notice of Intent (NOI) submitted to the State Water Resources Control Board and a copy of the subsequent notification of the issuance of a Waste Discharge Identification (WDID) Number to the City Engineer. Construction activity subject to this permit includes clearing, grading and disturbances to the ground such as stockpiling, or excavation. Prior to the issuance of a grading permit, the applicant shall submit to the City Engineer for review a Storm water Pollution Prevention Plan (SWPPP). A copy of the approved SWPPP shall be kept at the project site and available for review upon request.
33. Prior to the issuance of grading permits, the applicant shall prepare and submit a precise grading plan prepared by a licensed civil engineer to the Engineering Division of the Public Works Department showing building footprints, new and revised pads and elevations of finished grades, drainage routes, retaining walls, erosion control, slope easements, structural best management practices (BMPs) conforming to the approved water quality management plan, and other pertinent information. The project development shall accept and make provisions for the existing surface water that are the natural flows from the adjacent properties immediately abutting to the development site.

34. Prior to approval of the final design plans and issuance of a grading permit, the applicant shall conduct a site-specific geotechnical investigation for the entire site and prepare a report that fully assesses the geologic and soil conditions of the site. As part of the report preparation, soil sampling and any geotechnical testing will be completed at each location where structures are to be erected. The report shall provide grading and structural design recommendations for avoiding liquefaction, subsidence or collapse for each of the proposed structures. The recommendations shall be implemented by the Applicant.
35. Prior to the issuance of a grading permit, erosion control plans and notes shall be submitted and approved by the Engineering Division of Public Works Department.
36. All private slopes of 4 feet or more in vertical height and of 4:1 or greater slope, but less than 2:1 slope, shall be, at minimum, irrigated and landscaped with appropriate ground cover for erosion control. Slope planting required by this section shall include a permanent irrigation system to be installed by the developer prior to occupancy.
37. The development site shall be graded to drain surface water to the existing City storm drain system with no cross-lot drainage permitted. Drainage shall be indicated on the precise grading plans.
38. Surety and agreement guaranteeing completion of all on-site grading improvements including drainage, structural BMPs, erosion control, grading operations shall be posted and executed to the satisfaction of the City Engineer prior to the issuance of grading permits.
39. The final grading plan for this parcel shall be substantially the same, specifically regarding pad elevations, size, and configuration as the proposed grading illustrated on the approved site plan. If there is a significant deviation between the two plans the Community Development Director and the City Engineer will review the plans and determine if a finding of substantial conformance can be made prior to the issuance of a grading permit. The Development Services Director and the City Engineer may refer the matter to the Planning Commission for an opinion before deciding.
40. All parking, common, and storage areas shall be lighted to maintain a minimum of 1-foot candle power. These areas should be lighted from sunset to sunrise and be on photo censored cell.
41. The site grading, landscape, irrigation, and street improvement plans shall be coordinated for consistency with each other and for consistency with the requirements and standards of the City of Placentia.
42. The applicant shall provide a quitclaim or relocation of existing easements as applicable in the plan review process prior to issuance of grading permit.

43. Provide and identify all pavement and driveway paving materials used inside and outside of the development areas. Identify all storm drain structures, types, sizes, and specifications on the plans.
44. Preliminary WQMP shall include a feasibility check to ensure the proposed infiltration BMPs are not proposed to be within 100 feet horizontally of a water supply well and/or non-potable well for the protection of groundwater quality per Orange County TGD. Golden State Water Company currently operates a water well pump at the northwest corner of Bradford Avenue and Crowther Avenue.

Public Improvements and Construction

45. Applicant shall be responsible for reconstruction of the existing pavement within the limits of the project. The applicant shall provide street resurfacing using grind to a depth of 2-inch and 2-inch overlay. Applicant may also be responsible for reconstruction of the driveway approaches, sidewalks, curb and gutters, streetlights, and street trees as determined by the City Engineer. The limit of the paving shall include full width of the street along the entire property frontage.
46. All public improvements shown on the plans and the map shall be constructed to the City of Placentia's standards, ordinances, policies.
47. Prior to issuance of 1st occupancy permit, all new public improvements including curb, gutter, sidewalk, asphalt concrete pavement, and streetlights within property boundaries shall be constructed satisfactorily to the City Engineer.
48. Improvement plans shall be based upon a centerline profile extending beyond the project boundaries a minimum distance of 150 feet at a grade and alignment approved by the City Engineer.
49. All ADA improvements constructed within the public right of way must meet the latest ADA and CBC standards and will require CASp inspection during construction and be certified by the CASp inspector. All CASp inspection and related activities shall be provided and paid for by the applicant and the developer.
50. Prior to recordation of final map or issuance of building permit if recordation has already been accomplished, the applicant shall enter into an agreement and post security bond, in a form and amount acceptable to the City Engineer, guaranteeing the construction of public improvements in conformance with applicable City standards and the City Code, including, but not limited to the following:
51. Street improvement including, but not limited to: pavement, curb and gutter, sidewalks, driveway approaches, street lights, signing, striping, traffic signal systems and other traffic control devices as appropriate.
 - a. Storm drain facilities
 - b. Landscaping

- c. Sewer systems
- d. Street lighting

Storm Drain Improvements and Construction

52. The project street and lot grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary drainage area and outlet points. Unless otherwise approved by the Public Works Director.
53. Drainage easements, when required, shall be shown on the grading plans, and noted as follows: "Drainage Easement - no buildings, obstructions, or encroachments by landfills are allowed."
54. The project shall be designed to accept and properly dispose of all off-site drainage flowing onto or through the site. The storm drain design and improvements shall be subject to review and approval by City Engineer. The hydraulics and hydrology report shall include detailed drainage studies indicating how the grading, in conjunction with the drainage conveyance systems including applicable swales, channels, street flows, catch basins, storm drains, and flood water retarding, BMP treatment and LID, will allow building pads to be safe from inundation from rainfall runoff which may be expected from all storms up to and including the theoretical 100-year flood per the Orange County Hydrology Manual. The project development shall be designed to accept and properly dispose of all off-site drainage flowing onto or through the site. If the quantities exceed the existing downstream capacity, the developer shall provide adequate drainage facilities to mitigate the impact as approved by the City Engineer.
55. Prior to the approval of the improvement plans, the hydrology study shall show that the 25-year storm flow will be contained within the street from curb to curb and the 100-year storm flow shall be contained within the street right-of-way. When either of these criteria are exceeded, additional drainage facilities shall be installed. All analysis shall comply with the Orange County Hydrology Manual and County Local Drainage Manual.
56. The post development peak flow rate generated from the project site shall be less than or equal to the predevelopment peak flow rate from the site for all frequency storms up to and including 100-year return.
57. Drainage facilities with sump conditions shall be designed to convey the tributary 100-year storm flows. Secondary emergency flow bypass shall also be provided as approved by City Engineer.

Sewer line Improvements and Construction

58. Sewer flow calculations justifying pipeline design and connection to the main shall be prepared by a registered civil engineer and submitted as a part of an improvement plan for approval by the City Engineer. Provide sewer capacity analysis in

accordance with the City's Guidelines to evaluate the proposed sewer flow rates into the City sewer system using current flow rate and for pipeline capacity availability. Please see attached "Sewer Capacity Guidelines."

59. Prior to issuance of building permits, the developer's engineer shall analyze and mitigate any sewer system deficiencies for all phases of the proposed development. Results of the system analysis may require special construction such as booster pumps, upsize the downstream pipes and backwater valves. The engineering analysis and special construction requirements shall be subject to review and approval of City Engineer.
60. Onsite water improvement and fire protection plans shall be approved by the Fire Marshal, the local water district, and City Engineer. The water distribution lines and appurtenances shall conform to the applicable laws and adopted regulations enforced by the Golden State Water Company.
61. Prior to the issuance of a building permit, the applicant shall dedicate ingress and egress of the access route within the project site and improve it fully operational as required by the Orange County Fire Authority and satisfaction to the City Engineer.
62. The applicant shall submit a Will Serve Letter from Orange County Sanitation District and Golden State Water Company.
63. Installation of new sanitary sewer manholes may be required at the discretion of the City Engineer and OCSC. All sanitary sewer improvements shall be in accordance with the latest OC Public Works Department Standards.

Traffic

64. Provide new and modify the existing striping modifications within the limits of the new paving and the project.

Final Map

65. Applicant shall provide a quitclaim or relocation of any existing easements that affect the proposed development.
66. The applicant shall prepare and submit a preliminary title report not older than 90 days.
67. Prior to approval of the Final Map, pursuant to the Subdivision Improvement Agreement for Public Improvements, the developer shall provide security in an amount specified in writing by the Registered Civil Engineer or a Licensed Land Surveyor of record. The developer shall enter into an agreement for providing the necessary right-of-way design and construction of missing public improvements, which shall be constructed in coordination with adjacent existing improvements prior to occupancy of the development and subject to review and approval by the City Engineer.

68. Prior to the exoneration of any security, the applicant shall submit one (1) duplicate Mylar of the final map and all as built public improvement plans, in a manner acceptable to the City Engineer.
69. This project falls under the City's Municipal Code: 8.04.390 Special requirements for construction/deconstruction waste. This is to ensure the diversion of at least fifty (50) percent of all construction/deconstruction waste generated within the city the following special requirements apply to all covered projects as listed in Section 8.04.400:
70. All contractors or owner-builders applying for a permit are required to complete a project form and attest that only an authorized city agent will be used to haul debris and other solid waste generated by that project.
71. All contractors or owner-builders are required to place a deposit with the city to ensure their compliance with the required use of an authorized city agent. The specific deposit amount shall be an equivalent to One (1.00) percent of the total project value.
72. Upon completion of the project, and if proof deemed satisfactory by the city confirms that all solid waste hauling for that project was done by an authorized city agent then a full refund of the deposit will be made. Acceptable forms of proof are weight tickets, collection receipts, billings, or similar statements from an authorized city agent showing that they performed solid waste collection at the location established for that project. It is the contractor's or owner-builders' responsibility to provide receipts covering all hauling activity for that project. Failure to provide complete records will be deemed as noncompliance.
73. Failure to provide receipts or other acceptable proof of compliance for all solid waste hauling on a project will result in the forfeiture of one hundred (100) percent of deposited funds. (O-2011-08 § 2, 2011)

PLACENTIA FIRE AND LIFE SAFETY DEPARTMENT

74. A Stand-alone residential site plan is required for the proposed residence. Provide a detailed site plan that shows compliance with CFC 503. The site plan shall indicate the square footage of the proposed residence. Indicate on the site plan the location of the nearest fire hydrant to the property line. Prior to the approval of the site plan, the following items shall be addressed:
75. Evidence of sufficient Fire flow if 1,500 GPM for 2 hours shall be provided to the City of Placentia. The City of Placentia Building and Fire Marshal Water Availability/Fire Flow Form shall be utilized.

76. The property is located in an Administrative Boundary as indicated by the Division of Oil, Gas and Geothermal Resources (CALGEM). These are areas that have the potential for methane soil contamination. If the methane report indicates elevated levels of methane, methane mitigation will be required for the proposed structure.

TENTATIVE TRACT No. 19233

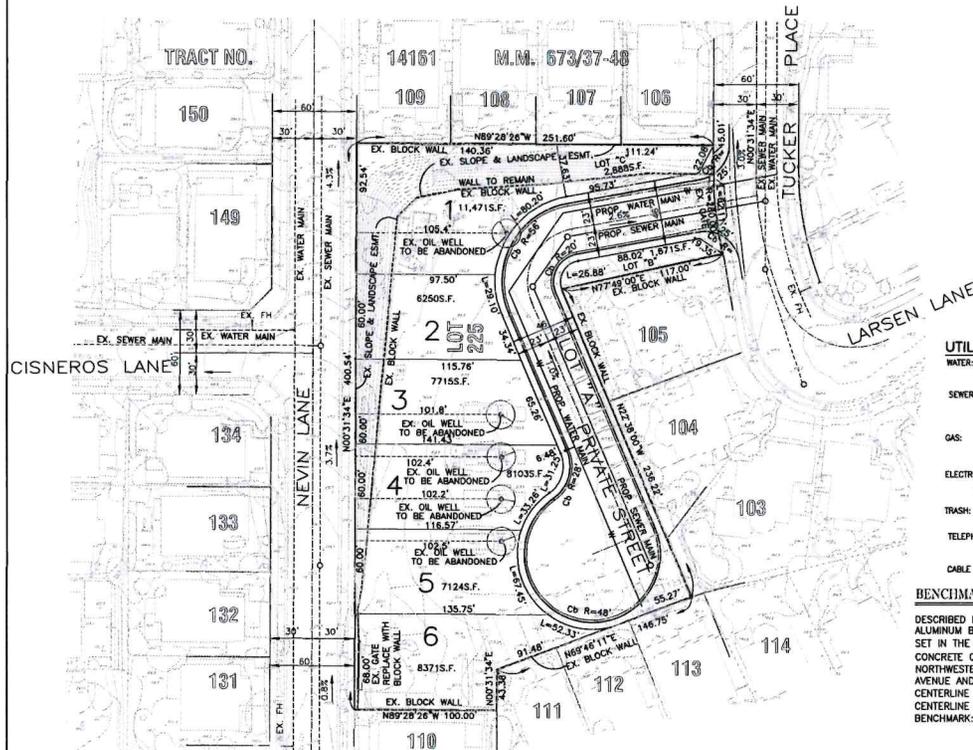
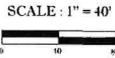
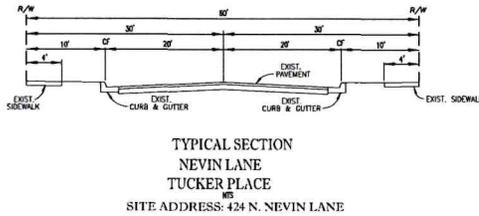
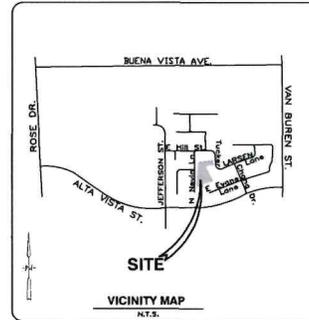
IN THE CITY OF PLACENTIA, COUNTY OF ORANGE, STATE OF CALIFORNIA.

BEING A SUBDIVISION OF LOT NO. 225 OF TRACT NO. 1161, AS PER MAP RECORDED IN BOOK 63, PAGES 37-49 INCLUSIVE, MISCELLANEOUS MAPS, IN THE OFFICE OF THE COUNTY RECORDER, ORANGE COUNTY, CALIFORNIA.

6 LOTS 1.76 ACRES (NET & GROSS) MAY 2023

SUBDIVIDER:
 REAF M California, L.L.C.
 1746 P. South, Vista Avenue, #245
 VES, F.L.R.A. CA 92683
 Contact: Brian Meith 945-618-9165
 brian.meith@calreg.com

PREPARED BY:
 KING CIVIL ENGINEERING CORP.
 2650 N.M. PARK DRIVE
 MISSION VIEJO, CA 92691
 Contact: Tom King 714-996-7010
 tkinciv@earthlink.net



LEGEND

- PAD=247.0 — PROPOSED PAD ELEVATION
- 1 — PROPOSED LOT NUMBER
- — EXISTING SEWER MAIN
- — EXISTING WATER MAIN
- — EXISTING FIRE HYDRANT
- — PROPOSED SEWER MAIN
- — PROPOSED WATER MAIN
- — PROPOSED FIRE HYDRANT
- — PROPOSED GRATE INLET
- — PROPOSED PVC DRAIN
- — LANDSCAPE AREA
- — PROPOSED PARKING STALL
- — PROPOSED WATER METER
- — EXISTING BLOCK WALL
- — PROPOSED BLOCK WALL
- — PROPOSED WATER VALVE
- — TOP OF CURB
- — FLOW LINE
- — FINISH SURFACE
- — FINISH GRADE
- — FINISH FLOOR
- — GARAGE FLOOR
- — INVERT
- — TOP OF GRATE
- — CURB FACE
- — RIGHT OF WAY
- — PLANTER

UTILITY PURVEYORS:

WATER: GOLDEN STATE WATER COMPANY
 1520 W. CORNING WAY
 ANAHEIM, CA 92801

SEWER: CITY OF PLACENTIA
 DEPARTMENT OF PUBLIC WORKS
 401 E. CHAPMAN AVENUE
 PLACENTIA, CA 92670

GAS: SOUTHERN CALIFORNIA GAS CO.
 1819 S. STATE COLLEGE BLVD., SUITE G
 ANAHEIM, CA 92830

ELECTRIC: SOUTHERN CALIFORNIA EDISON CO.
 1851 W. WALDOCK DRIVE
 FULLERTON, CA 92833

TRASH: REPUBLIC DISPOSAL SERVICES
 1131 N. BLUE GUM STREET

TELEPHONE: AT&T
 3839 E. CORONADO ST., SECOND FLOOR
 ANAHEIM, CA 92807

CABLE TV: TIME-WARNER

BENCHMARK:

DESCRIBED BY OCS 2003 - FOUND 3 3/4" OCS ALUMINUM BENCHMARK DISK STAMPED "2C-100-75", SET IN THE SOUTHWESTERLY CORNER OF A 4 FT. BY 8 FT. CONCRETE CATCH BASIN. MONUMENT IS LOCATED IN THE NORTH-WESTERLY CORNER OF THE INTERSECTION OF BUENA VISTA AVENUE AND JEFFERSON STREET, 155 FT. WESTERLY OF THE CENTERLINE OF JEFFERSON AND 28.5 FT. NORTHERLY OF THE CENTERLINE OF BUENA VISTA. MONUMENT IS SET LEVEL WITH THE SIDEWALK. BENCHMARK: 2C-100-75 305.977 NAVD88 YEAR 2006



NOTES:

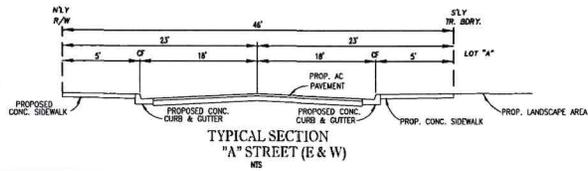
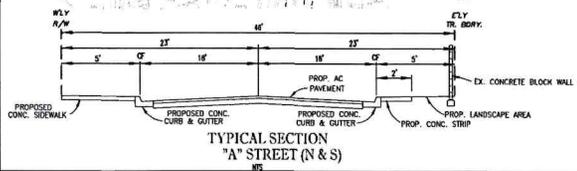
1. Proposed Use: Single Family Residential.
2. Development of Lots: For sale as Lots.
3. All Existing Structures On Site To Be Demolished.
4. Flood Zone "X".
5. Assessor's Parcel No. 341-433-05
6. Subdivider intends to comply with all requirements in Chapters 20.20, 22.16 through 22.64 and other laws of the City in regards to construction and erosion control.
7. Specific Plan 7 Zoning District.
8. Existing perimeter block walls to remain except at private street entrances.
9. Existing top of slope easement block walls to remain.

PFLS NOTES:

1. All fire lane signs or red curb areas shall be shown on a site plan approved by the PFLS.
2. All structures will be protected with an approved automatic fire sprinkler system.

I, THOMAS A. KING, DEPOSE AND STATE THAT THE OWNERS OF THIS PROPERTY COMPRISING THE PROPOSED SUBDIVISION NO. 1923 SHOWN ON THIS MAP, HAVE CONSENTED TO THE PREPARATION AND SUBMISSION OF THIS MAP.

THOMAS A. KING R.C.E. NO. 16996
 DATED THIS 30 DAY OF MAY 2023

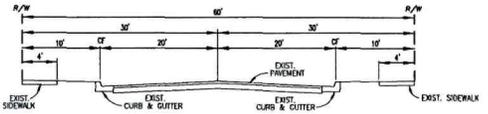


TENTATIVE SITE PLAN TRACT No. 19233

IN THE CITY OF PLACENTIA, COUNTY OF ORANGE,
STATE OF CALIFORNIA.

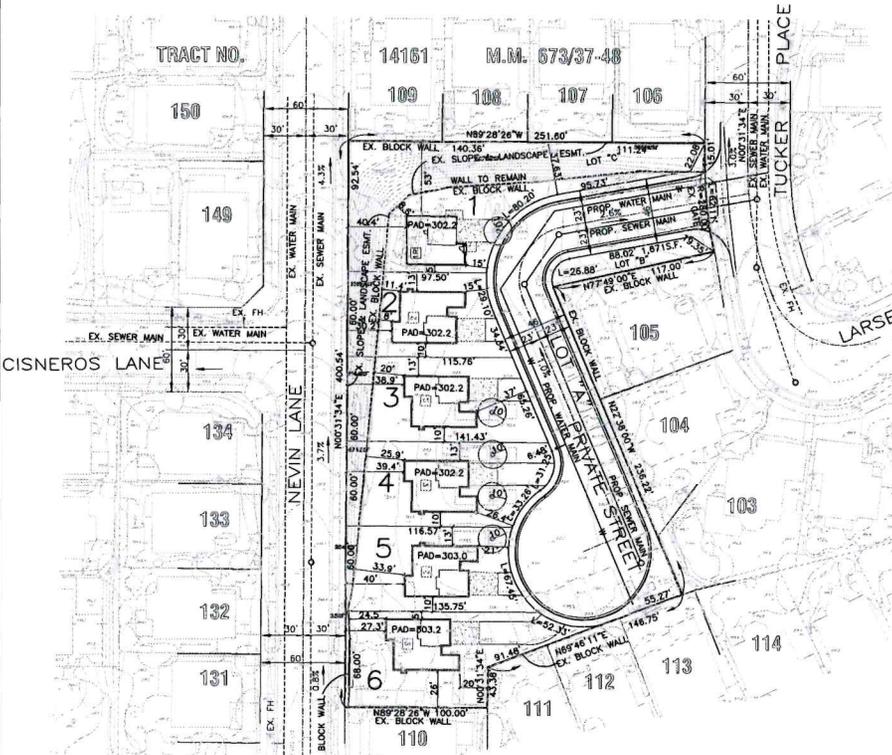
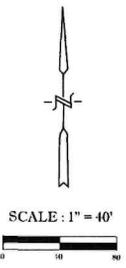
BEING A SUBDIVISION OF LOT NO. 225 OF TRACT NO. 14161, AS PER MAP RECORDED
IN BOOK 673, PAGES 37-48 INCLUSIVE, MISCELLANEOUS MAPS, IN THE OFFICE OF THE
COUNTY RECORDER, ORANGE COUNTY, CALIFORNIA.

61 LOTS 1.76 ACRES (NET & GROSS) MAY 2023



LOT SUMMARY
SLOPE & LANDSCAPE

LOT NO.	LOT AREA (S.F.)	SLOPE & LANDSCAPE EASEMENT AREA (S.F.)	USABLE LOT (S.F.)
1	11,471	6,277.2	5,193.8
2	6,250	1,315.4	4,934.6
3	7,715	996.2	6,718.8
4	8,103	674.2	7,428.8
5	7,124	324.4	6,799.6
6	8,371	3.5	8,367.5
C	2,888	2,382.2	505.8
		TOTAL	11,973.1
B	1,871		
A	24,108		



SUBDIVIDER:
REAL31 California, LLC
1746 F South Vista Avenue, #245
N. Santa Ana, CA 92701
Contact: Brian Smith 953-630-9165
brian.smith@earthlink.net

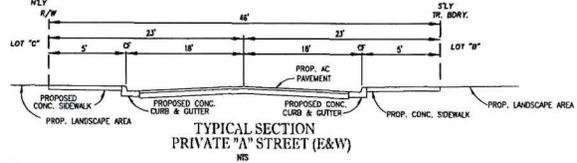
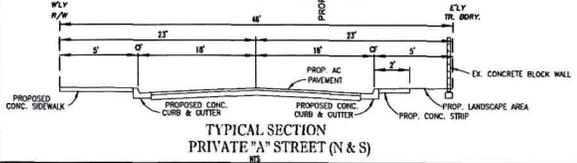
PREPARED BY:
KING CIVIL ENGINEERING CORP
26782 VALPARISO DRIVE
MISSION VIEJO, CA 92691
Contact: Tom King 714-996-7010
kingciv@earthlink.net

- LEGEND**
- PAD=247.0 --- PROPOSED PAD ELEVATION
 - I --- PROPOSED LOT NUMBER
 - S --- EXISTING SEWER MAIN
 - W --- EXISTING WATER MAIN
 - D --- EXISTING FIRE HYDRANT
 - S --- PROPOSED SEWER MAIN
 - W --- PROPOSED WATER MAIN
 - D --- PROPOSED FIRE HYDRANT
 - I --- PROPOSED GRATE INLET
 - P --- PROPOSED PVC DRAIN
 - LS --- LANDSCAPE AREA
 - P --- PROPOSED PARKING STALL
 - D --- PROPOSED WATER METER
 - PROPOSED BLOCK WALL
 - EXISTING BLOCK WALL
 - PROPOSED WATER VALVE
 - TC --- TOP OF CURB
 - FL --- FLOW LINE
 - FS --- FINISH SURFACE
 - FG --- FINISH GRADE
 - FF --- FINISH FLOOR
 - CF --- GARAGE FLOOR
 - INV --- INVERT
 - CG --- TOP OF GRATE
 - CF --- CURB FACE
 - R/W --- RIGHT OF WAY
- UTILITY PURVEYORS:**
- WATER: GOLDEN STATE WATER COMPANY
1520 W. CORPORATE WAY
ANAHEIM, CA 92801
 - SEWER: CITY OF PLACENTIA
DEPARTMENT OF PUBLIC WORKS
401 E. CHAPMAN AVENUE
PLACENTIA, CA 92870
 - GAS: SOUTHERN CALIFORNIA GAS CO.
1919 S. STATE COLLEGE BLVD., SUITE C
ANAHEIM, CA 92830
 - ELECTRIC: SOUTHERN CALIFORNIA EDISON CO.
1851 W. VALDECA DRIVE
FULLERTON, CA 92833
 - TRASH: REPUBLIC DISPOSAL SERVICES
1131 N. BLUE GUN STREET
 - TELEPHONE: AT&T
3939 E. CORONADO ST., SECOND FLOOR
ANAHEIM, CA 92807
 - CABLE TV: TIME-WARNER

BENCHMARK:
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ALUMINUM BENCHMARK DISK STAMPED "2C-100-75",
SET IN THE SOUTHWESTERLY CORNER OF A 4 FT. BY 8 FT.
CONCRETE CATCH BASIN. MONUMENT IS LOCATED IN THE
NORTHWESTERLY CORNER OF THE INTERSECTION OF BUENA VISTA
AVENUE AND JEFFERSON STREET, 155 FT. WESTERLY OF THE
CENTERLINE OF JEFFERSON AND 28.5 FT. NORTHERLY OF THE
CENTERLINE OF BUENA VISTA. MONUMENT IS SET LEVEL WITH THE SIDEWALK.
BENCHMARK: 2C-100-75 305.977 NAVD88 YEAR 2006



- NOTES:**
- Proposed Use: Single Family Residential.
 - Development of Lots: For sale as Lots.
 - All Existing Structures on Site to Be Demolished.
 - Flood Zone "X".
 - Assessor's Parcel No. 341-433-05
 - Subdivider intends to comply with all requirements in Chapters 20.20, 22.16 through 22.64 and other laws of the City in regards to construction and erosion control.
 - Specific Plan 7 Zoning District.
 - Existing perimeter block walls to remain except at private street entrance.
 - Existing top of slope easement block walls to remain.
- PFLS NOTES:**
- All fire lane signs or red curb areas shall be shown on a site plan approved by the PFLS.
 - All structures will be protected with an approved automatic fire sprinkler system.



I, THOMAS A. KING, DEPOSE AND STATE THAT THE OWNERS
OF THIS PROPERTY COMPRISING THE PROPOSED SUBDIVISION
SHOWN ON THIS MAP, HAVE CONSENTED TO THE
PREPARATION AND SUBMISSION OF THIS MAP.

THOMAS A. KING R.C.E. NO. 16916
DATED THIS 30 DAY OF MAY 2023

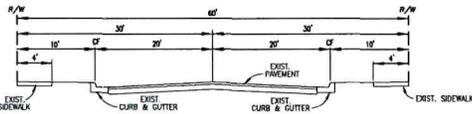


TENTATIVE SITE PLAN TRACT No. 19233

IN THE CITY OF PLACENTIA, COUNTY OF ORANGE,
STATE OF CALIFORNIA.

BEING A SUBDIVISION OF LOT NO. 225 OF TRACT NO. 14161, AS PER MAP RECORDED
IN BOOK 673, PAGES 37-48 INCLUSIVE, MISCELLANEOUS MAPS, IN THE OFFICE OF THE
COUNTY RECORDER, ORANGE COUNTY, CALIFORNIA.

6 LOTS 1.76 ACRES (NET & GROSS) MAY 2023



TYPICAL SECTION
NEVIN LANE
TUCKER PLACE
SITE ADDRESS: 424 N. NEVIN LANE



NOTES:

- Proposed Use: Single Family Residential.
- Development of Lots: For sale as Lots.
- All Existing Structures On Site To Be Demolished.
- Flood Zone "X".
- Assessor's Parcel No. 341-433-05
- Subdivider intends to comply with all requirements in Chapters 20.20, 22.16 and other laws of the City in regards to construction and erosion control.
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NO. 19233 SHOWN ON THIS MAP, HAVE CONSENTED TO THE
PREPARATION AND SUBMISSION OF THIS MAP.

THOMAS A. KING R.C.E. NO. 16796
DATED THIS 30 DAY OF MAY 2023



LOT SUMMARY

LOT NO.	LOT AREA (S.F.)	SLOPE & LANDSCAPE EASEMENT AREA (S.F.)	USEABLE LOT (S.F.)
1	11,471	6,277.2	5,193.8
2	6,250	1,315.4	4,934.6
3	7,715	996.2	6,718.8
4	8,103	674.2	7,428.8
5	7,124	324.4	6,799.6
6	8,371	3.5	8,367.5
C	2,889	2,382.2	505.8
		TOTAL	11,973.1
B	1,671		
A	24,108		

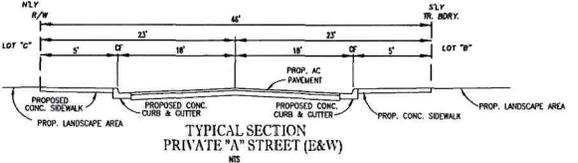
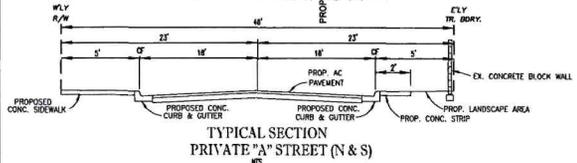
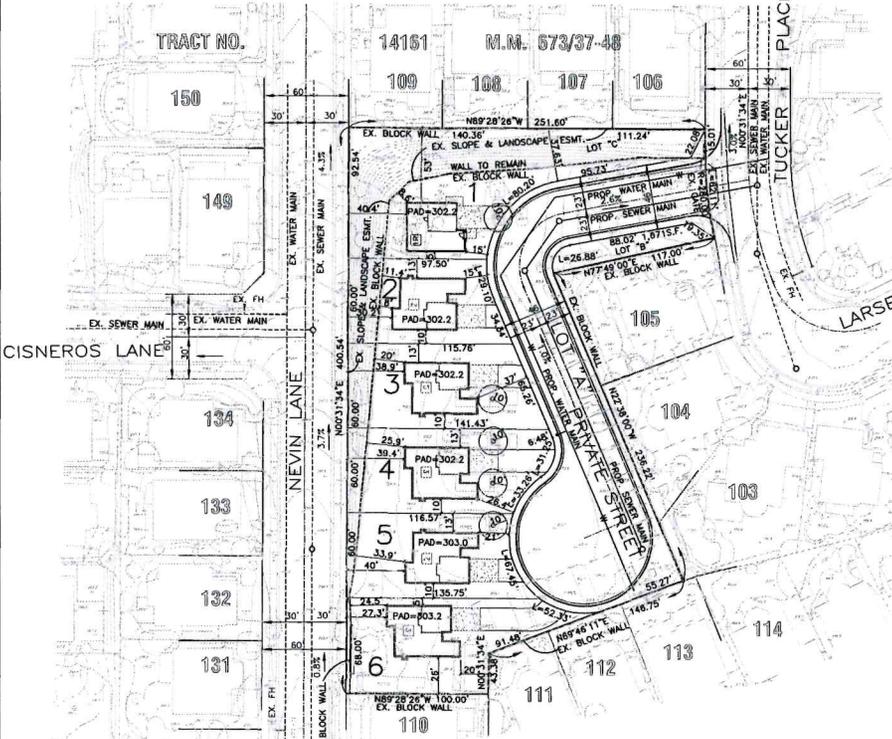
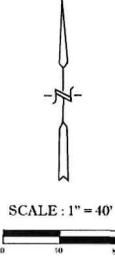
SUBDIVIDER:
REALM California, LLC
1746 F South Valencia Avenue, #245
N.224 TULSA, CA 92691
Contact: Brian Meitz 953-610-9165
bmeitz@realm.com

PREPARED BY:
KING CIVIL ENGINEERING CORP
26702 VALPARISO DRIVE
MISSION VIEJO, CA 92691
Contact: Tom King 714-996-7010
tking@kingcivil.net

- LEGEND**
- PAD=247.0 - PROPOSED PAD ELEVATION
 - 1 - PROPOSED LOT NUMBER
 - S - EXISTING SEWER MAIN
 - W - EXISTING WATER MAIN
 - - EXISTING FIRE HYDRANT
 - S - PROPOSED SEWER MAIN
 - W - PROPOSED WATER MAIN
 - - PROPOSED FIRE HYDRANT
 - G - PROPOSED GRATE INLET
 - PVC - PROPOSED PVC DRAIN
 - LS - LANDSCAPE AREA
 - P - PROPOSED PARKING STALL
 - D - PROPOSED WATER METER
 - - PROPOSED BLOCK WALL
 - - EXISTING BLOCK WALL
 - - PROPOSED WATER VALVE
 - TC - TOP OF CURB
 - FL - FLOW LINE
 - FS - FINISH SURFACE
 - FG - FINISH GRADE
 - FF - FINISH FLOOR
 - GF - GARAGE FLOOR
 - INV. - INVERT
 - CG - TOP OF GRATE
 - CF - CURB FACE
 - R/W - RIGHT OF WAY

UTILITY PURVEYORS:
WATER: GOLDEN STATE WATER COMPANY
1820 W. CORPORATE WAY
ANAHEIM, CA 92801
SEWER: CITY OF PLACENTIA
DEPARTMENT OF PUBLIC WORKS
401 E. CHAPMAN AVENUE
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GAS: SOUTHERN CALIFORNIA GAS CO.
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ELECTRIC: SOUTHERN CALIFORNIA EDISON CO.
1821 W. VALENCIA DRIVE
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TRASH: REPUBLIC DISPOSAL SERVICES
1131 N. BLUE GLAN STREET
ANAHEIM, CA 92807
CABLE TV: TIME-WARNER

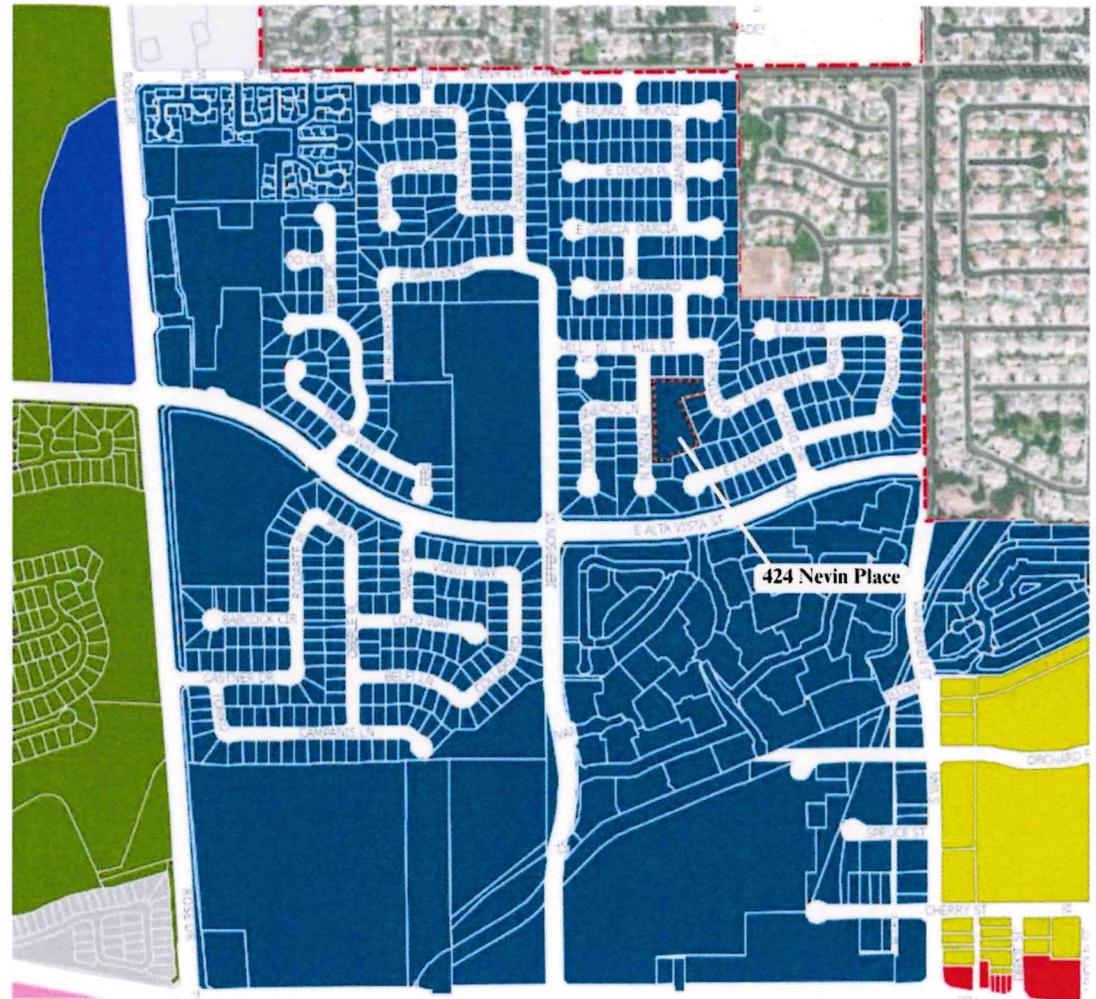
BENCHMARK:
DESCRIBED BY OCS 2003 - FOUND 3 3/4" OCS
ALUMINUM BENCHMARK DISK STAMPED "2C-100-75",
SET IN THE SOUTHWESTERLY CORNER OF A 4 FT. BY 8 FT.
CONCRETE CATCH BASIN. MONUMENT IS LOCATED IN THE
NORTHWESTERLY CORNER OF THE INTERSECTION OF BUENA VISTA
AVENUE AND JEFFERSON STREET, 155 FT. WESTERLY OF THE
CENTERLINE OF JEFFERSON AND 28.5 FT. NORTHERLY OF THE
CENTERLINE OF BUENA VISTA. MONUMENT IS SET LEVEL WITH THE SIDEWALK.
BENCHMARK: 2C-100-75 305.977 NAV098 YEAR 2006





Legend - Zoning Code

C-1	PUD-1	R-3	SP-5
C-1 (O)	PUD-2	R-3 (O-1)	SP-6 (O)
C-1 (O-1)	PUD-2 (O)	R-A	SP-7
C-2	PUD-3	R-G	SP-8
C-2-H65	PUD-3 (O)	R-G (O)	SP-9
C-M	PUD-4	R-G(O) & C-1 (O)	SP-10
C-O	R-1	RPC (O)	T-C
M	R-1 (MHP)	SP-1	Old Town
M (O)	R-1 (O)	SP-2	TOD
M (PMD)	R-2	SP-3	
	R-2 (MHP)	SP-4	



Vicinity Map TTM 19233
424 Nevin Place
APN # 341-433-05

Created by: Brianna Co
Development Services
Intern

Tentative Tract Map 19233

424 N. Nevin Lane



Figure 1 Looking westerly, where the proposed private street would begin.

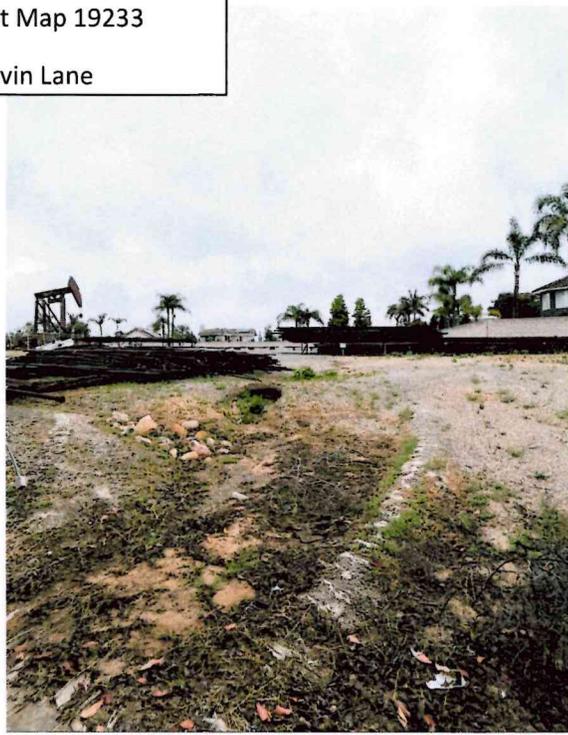


Figure 2 Looking northerly at subject site.



Figure 3 Looking southerly at subject site.

**OWNERSHIP LIST
CERTIFICATION FORM**

Attached to this certification form is a list of all owners within a 300'-foot radius of the subject property as obtained from the latest Orange County Assessment Rolls.

This list is certified to be true and correct to the best of my knowledge and belief.

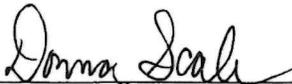
Property Located at:

424 Nevin Place

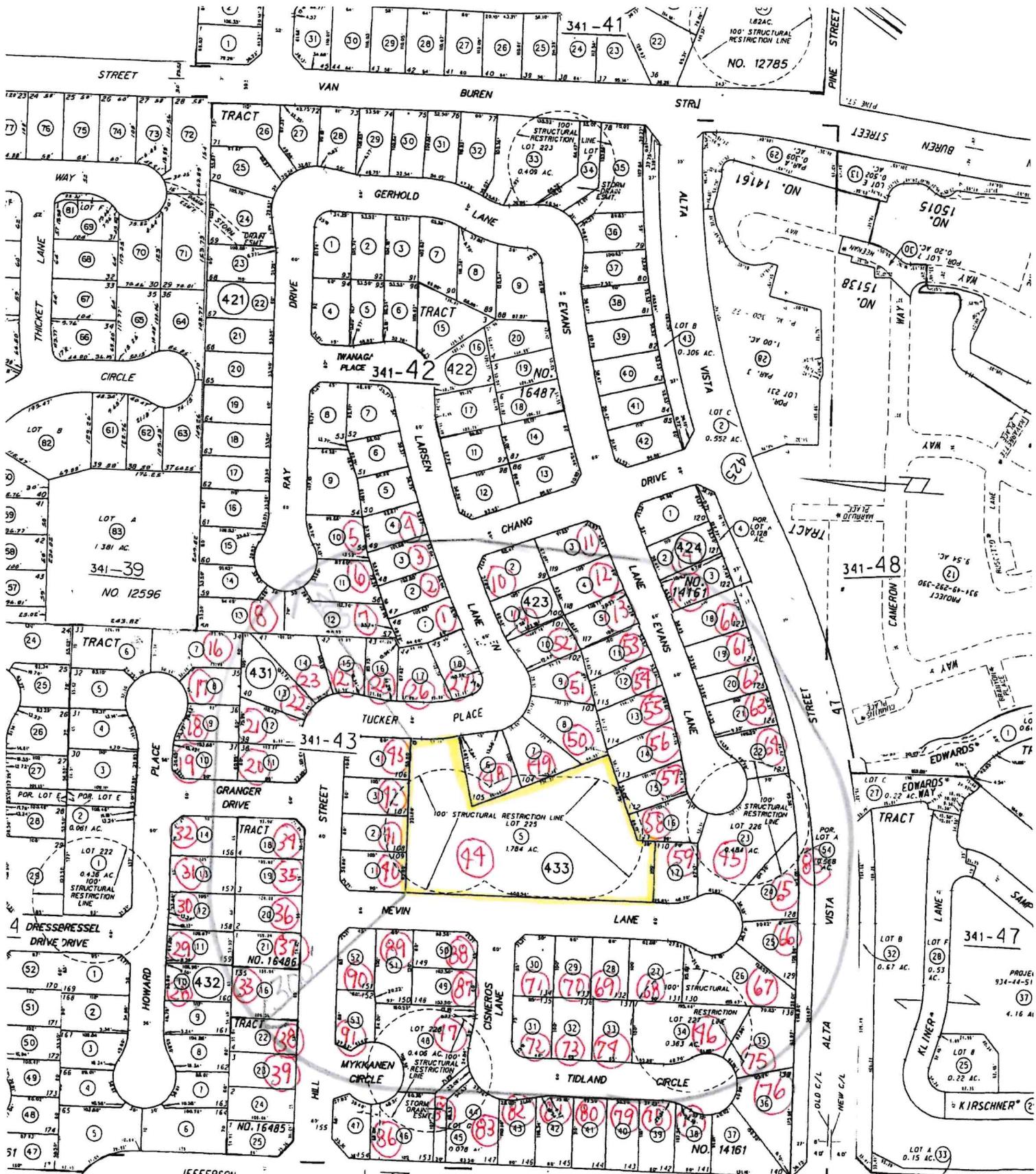
Placentia CA 92870

APN #341-433-05

Signed:

 Dated 2-26-22

Donna Scales
Donna's Radius Maps
684 S Gentry Lane
Anaheim CA 92807
(714) 921-2921



46
 VAREN DRIVE
 991

JEFFERSON STREET

1" = 200'

987.53'

STREET

JEFFERSON

341-32

DONNA'S RADIUS MAPS
 DATE: 2-25-22
 684 S GENTRY LANE
 ANAHEIM CA 92807
 (714) 921-2921

PAR. 1
 8 AC.

341-421-01	1	341-421-02	2	341-421-03	3
HUNG-MING CHENG 1419 E LARSEN LN PLACENTIA CA 92870		MICHAEL K MORTON 1425 E LARSEN LN PLACENTIA CA 92870		SCOTT & LISA SHIMODA 1431 E LARSEN LN PLACENTIA CA 92870	
341-421-04	4	341-421-10	5	341-421-11	6
MICHAEL & DONNA MC GOWAN 1501 E LARSEN LN PLACENTIA CA 92870		DAVID & SUSANA WATERS 1514 RAY DR PLACENTIA CA 92870		ROBERT JOHNSON 1508 RAY DR PLACENTIA CA 92870	
341-421-12	7	341-421-13	8	341-423-01	9
SCOTT & LISA RIEHL 1502 E RAY DR PLACENTIA CA 92870		DANIEL P ANDEEL 1503 E RAY DR PLACENTIA CA 92870		MIGUEL & LISA GONZALEZ 1418 E LARSEN LN PLACENTIA CA 92870	
341-423-02	10	341-423-03	11	341-423-04	12
RICHARD L FULLER 1424 E LARSEN LN PLACENTIA CA 92870		PAUL W DOUGLAS 1449 EVANS LN PLACENTIA CA 92870		LINDA CHANG 1443 EVANS LN PLACENTIA CA 92870	
341-423-05	13	341-424-02	14	341-424-03	15
VON G HILDEBRANDT 1437 EVANS LN PLACENTIA CA 92870		MARK MCCALLICK 1448 EVANS LN PLACENTIA CA 92870		DAVID R RITNER 1442 E EVANS LN PLACENTIA CA 92870	
341-431-07	16	341-431-08	17	341-431-09	18
ANAND & JIGNA SHAH 1480 E HOWARD PL PLACENTIA CA 92870		SORA PARK 1474 E HOWARD PL PLACENTIA CA 92870		PETER E COLE 1468 E HOWARD PL PLACENTIA CA 92870	
341-431-10	19	341-431-11	20	341-431-12	21
ROBERT W DEWAR 1462 E HOWARD PL PLACENTIA CA 92870		VIJAY GNANARAJ 1463 E HILL ST PLACENTIA CA 92870		CLIVE L O POLE 1469 E HILL ST PLACENTIA CA 92870	
341-431-13	22	341-431-14	23	341-431-15	24
RITA C ULLMANN 1475 HILL ST PLACENTIA CA 92870		ALDEN & ANITA SALAZAR 524 N TUCKER PL PLACENTIA CA 92870		EUI NAM HONG 518 N TUCKER PL PLACENTIA CA 92870	
341-431-16	25	341-431-17	26	341-431-18	27
LINDA L SCHAAL 512 N TUCKER PL PLACENTIA CA 92870		JOSE R LIM 506 N TUCKER PL PLACENTIA CA 92870		AUBREY & JESSICA CRAIG 500 N TUCKER PL PLACENTIA CA 92870	
341-432-10	28	341-432-11	29	341-432-12	30
ELIAS & ANA ARTEAGA 1426 E HOWARD PL PLACENTIA CA 92870		RONALD D GRISHABER 1432 E HOWARD PL PLACENTIA CA 92870		JERRY LEE MEIROWSKY 1438 E HOWARD PL PLACENTIA CA 92670	

341-432-13	31	341-432-14	32	341-432-16	33
KEVIN H NGUONLY 1444 E HOWARD PL PLACENTIA CA 92870		MANISH & ANJANA PARMAR 1450 E HOWARD PL PLACENTIA CA 92870		ALBINO & NORMA CHIONG 1425 E HILL ST PLACENTIA CA 92870	
341-432-18	34	341-432-19	35	341-432-20	36
PABLO & YOLANDA PUA 1449 E HILL ST PLACENTIA CA 92870		NESTOR & VIRGINIA PUA 1443 E HILL ST PLACENTIA CA 92870		ANTONIO ADVINCULA 1437 E HILL ST PLACENTIA CA 92870	
341-432-21	37	341-432-22	38	341-432-23	39
YONG CHOI & HYE JIN PAK 1431 E HILL ST PLACENTIA CA 92870		JINGBO CHI 1419 E HILL ST PLACENTIA CA 92870		KEITH GILL 1413 E HILL ST PLACENTIA CA 92870	
341-433-01	40	341-433-02	41	341-433-03	42
ROBERT & PATRICIA VAN VUREN 1442 E HILL ST PLACENTIA CA 92870		DALE R COULOMBE 1448 E HILL ST PLACENTIA CA 92870		DOUGLAS & MARIA MCCUTCHEN 1454 E HILL ST PLACENTIA CA 92870	
341-433-04	43	341-433-05,23,34,48	44-47	341-433-06	48
THANG D TRINH 1460 E HILL ST PLACENTIA CA 92870		REALM CALIFORNIA LLC 0 S VICTORIA AVE #245 VENTURA CA 93003		THERESA BERNABE 507 N TUCKER PL PLACENTIA CA 92870	
341-433-07	49	341-433-08	50	341-433-09	51
DAVE & SHERYL CHRISTENSEN 501 N TUCKER PL PLACENTIA CA 92870		CHRISTOPHER THOMSEN 1400 LARSEN LN PLACENTIA CA 92870		DAVID E WALDROP 1406 E LARSEN LN PLACENTIA CA 92870	
341-433-10	52	341-433-11	53	341-433-12	54
JAE HWAN & MINA KIM 610 EYRE CIR PLACENTIA CA 92870		OANH VAN NGUYEN 1431 E EVANS LN PLACENTIA CA 92870		KENNETH W COLBY 1425 E EVANS LN PLACENTIA CA 92670	
341-433-13	55	341-433-14	56	341-433-15	57
RICKY & SUVANNY SUMARTO 1419 E EVANS LN PLACENTIA CA 92870		WILLIAM & SHELLEY ASHWORTH 1036 RASHFORD DR PLACENTIA CA 92870		JAMES & ISABEL JACKLE 1407 E EVANS LN PLACENTIA CA 92870	
341-433-16	58	341-433-17	59	341-433-18	60
ANTHONY & GENEVIEVE DE ROSA 1401 E EVANS LN PLACENTIA CA 92870		THOMAS CREIGHTON 412 N NEVIN LN PLACENTIA CA 92870		MICHAEL ALMADA 1436 E EVANS LN PLACENTIA CA 92870	
341-433-19	61	341-433-20	62	341-433-21	63
OSCA & NIMALI HERATH 1430 E EVANS LN PLACENTIA CA 92870		JUANITA E CORRIS 1424 E EVANS LN PLACENTIA CA 92870		ADDAM & HAVAH FULSON 1418 E EVANS LN PLACENTIA CA 92870	

341-433-22	64	341-433-24	65	341-433-25	66
STACI L MYERS 1412 E EVANS LN PLACENTIA CA 92870		ROBERT & AMANDA WERBICK 400 N NEVIN LN PLACENTIA CA 92870		ANTHONY R MANZELLA 401 N NEVIN LN PLACENTIA CA 92870	
341-433-26	67	341-433-27	68	341-433-28	69
THOMAS THORNTON PO BOX 1178 LA QUINTA CA 92247		STEPHANIE LAM 413 N NEVIN LN PLACENTIA CA 92870		EDWARD NAKAMA 5375 E HONEYWOOD LN ANAHEIM CA 92807	
341-433-29	70	341-433-30	71	341-433-31	72
THEODORE NGUYEN 425 N NEVIN LN PLACENTIA CA 92870		DAVID & VICTORIA COPPOCK 431 N NEVIN LN PLACENTIA CA 92870		BRETT GUNDERSON 438 N TIDLAND CIR PLACENTIA CA 92870	
341-433-32	73	341-433-33	74	341-433-35	75
TENA MARIE KENNY 432 N TIDLAND CIR PLACENTIA CA 92870		RICHARD COLOMBO 426 N TIDLAND CIR PLACENTIA CA 92870		JOCELYN LADIA 402 N TIDLAND CIR PLACENTIA CA 92870	
341-433-36	76	341-433-38	77	341-433-39	78
PRALAD SINGH GYDEE 403 N TIDLAND CIR PLACENTIA CA 92870		NANCY D RIGALI 415 N TIDLAND CIR PLACENTIA CA 92870		SAMIR A PATEL 421 N TIDLAND CIR PLACENTIA CA 92870	
341-433-40	79	341-433-41	80	341-433-42	81
ANNE M NUNES 427 N TIDLAND CIR PLACENTIA CA 92870		TAHMINA MALEK 433 TIDLAND CIR PLACENTIA CA 92870		ADAM & KIMBERLY GLESSER 439 N TIDLAND CIR PLACENTIA CA 92870	
341-433-43	82	341-433-44	83	341-433-45 & 54	84-85
JOHN & CAROL REEKSTIN 4061 PASO FINO WAY YORBA LINDA CA 92886		RONALD A GARCIA 451 N TIDLAND CIR PLACENTIA CA 92870		CITY OF PLACENTIA 401 E CHAPMAN AVE PLACENTIA CA 92870	
341-433-46	86	341-433-49	87	341-433-50	88
DAREN A WALLACH 501 N MYKKANEN CIR PLACENTIA CA 92870		HELPEP PROPERTIES I 1427 E CISNEROS LN PLACENTIA CA 92870		GURINDAR SINGH RAI 1433 E CISNEROS LN PLACENTIA CA 92870	
341-433-51	89	341-433-52	90	341-433-53	91
KRIS TRAFTON 513 N NEVIN LN PLACENTIA CA 92870		DREW & MARY COHEN 519 N NEVIN LN PLACENTIA CA 92870		KEVIN M FOLEY 508 MYKKANEN CIR PLACENTIA CA 92870	



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR / PUBLIC SERVICES & INFRASTRUCTURE

DATE: JULY 11, 2023

SUBJECT: **APPROVAL OF PLANS & SPECIFICATIONS AND AWARD OF CONSTRUCTION CONTRACT TO LOENGREEN, INC., FOR THE INTERIOR TENANT IMPROVEMENTS FOR THE BUTLER BUILDING FOR THE PLACENTIA PUBLIC SAFETY CENTER PROJECT NO. 5213**

FISCAL IMPACT:

EXPENSE: \$ 1,646,000	TOTAL CONSTRUCTION CONTRACT AMOUNT
\$ 164,600	TOTAL CONSTRUCTION CONTINGENCY AMOUNT
\$ 1,810,600	TOTAL AMOUNT

AVAILABLE BUDGET: \$2,043,041 FISCAL YEAR 2023-24 CIP BUDGET (105213-6850 JL# 229999-6850)

SUMMARY:

The City has broken ground on the Placentia Public Safety Center which is being delivered in two separate project phases. The project was phased in order to advance construction of the new police evidence and storage space ahead of the main building such that the City could complete that portion of the project before the lease expires on its rented facility. In addition to breaking ground on Phase I of the project, the City has also approved contracts for the new shooting range equipment as well as the prefabricated engineered Butler Building that will serve as the new evidence and property storage facility.

On March 7, 2023, the City Council rejected all bids received for Phase II of this project and authorized the City to solicit new bids. In an effort to further reduce costs, Staff worked with the City's construction management team to solicit separate bids to complete the tenant improvements and final utility connections for the Butler Building so that the facility can operate as a stand-alone building in time for the transition from the City's leased facility. Staff originally received a total of six bids for this portion of the project on April 4, 2023, and on April 18, 2023, the City Council awarded a construction contract to E. Avico, Inc. Subsequent to that action, E. Avico notified the City that it was pulling out of the project. Accordingly, working with the City Attorney's Office a claim was filed with Avico's bid bond surety to collect on the contractor's bid bond of \$168,088 as a result of their decision to pull out of the project.

As a result of Avico's refusal to proceed with the project, the City solicited a new round of bids for this portion of the public safety building project and on June 16, 2023, a total of seven (7) bids

1.j.
July 11, 2023

were received. After a review of the proposals submitted, Staff has concluded that Loengreen, Inc., (Loengreen) has submitted the lowest responsive, responsible bid. Staff recommends that the City Council award a construction contract for the tenant improvements and final utility connections for the Butler Building to Loengreen to complete Phase I of the project.

RECOMMENDATION:

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

1. Approve the engineered and architectural construction plans & specifications prepared by PBK Architects, Inc., and approve a Public Works Agreement with Loengreen, Inc., for Placentia Public Safety Center Butler Tenant Improvements in the amount of \$1,646,000; and
2. Reject all other bids received and authorize return of the bid bonds; and
3. Authorize the City Administrator to approve contract change orders up to ten percent (10%) of the contract amount, or \$164,600 for a total construction contract not-to-exceed amount of \$1,810,600; and
4. Adopt Resolution No. R-2023-55, A Resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2023-24 in compliance with City Charter of the City of Placentia §§1206 and §§1209 pertaining to appropriations for actual expenditures; and
5. Authorize the City Administrator to approve all agreements in a form approved by the City Attorney.

STRATEGIC PLAN STATEMENT:

This item conforms to Strategic Plan Goal 5, Implement Public Infrastructure to Meet Community Needs, and Objective 5.4, Construct the Placentia Public Safety Center.

DISCUSSION:

On March 1, 2022, the City Council selected a preferred project alternative for the Placentia Public Safety Center and directed Staff to finalize the construction drawings and bid documents to construct this facility. The new 18,805 square foot facility, which consists of two phases will house the Police Department's evidence and property storage operations (Phase I) and shooting range as well as a new public safety communications center and emergency operations and training center (Phase II). The City currently leases a light industrial/commercial building for property and evidence storage.

The new facility will consist of a manufactured steel Butler Building that will be used for property and evidence storage and the main building that includes the shooting range which will be constructed with CMU block. Since the City's lease for its existing property and evidence building is set to expire in December 2023, the project is being phased to allow the construction of the Butler Building to proceed first so that it can be completed prior to the expiration of the City's

current lease. Phase I construction has been completed and entailed the demolition, grading, subsurface utility work, and the footings and slab for the Butler Building. This proposed contract entails constructing all the interior tenant improvements for the Butler Building as well as the permanent utility connections needed to serve the entire facility and to complete Phase I. Phase II construction will entail the construction of the main building and shooting range. Construction of the main building under Phase II, if approved by Council via a separate action could occur concurrently and continue into July 2024.

The current runaway inflationary environment has dramatically increased construction costs at a pace not seen in two generations. Contractors, vendors, and specialty subcontractors are raising prices faster than most entities can match and the high demand for construction services has not softened. The City solicited competitive bids from pre-qualified contractors to construct Phase II of this project. A total of three (3) bids were received and the low bid submitted far exceeded the estimate previously prepared for this project. Based upon the significant project cost increase, Staff previously recommended that the City Council reject all bids received and authorize soliciting new bids which was affirmed by the City Council.

Subsequently, in an effort to manage costs, Staff worked with the construction management team to solicit separate bids to complete the tenant improvements and final utility connections for the Butler Building so that the facility can operate as a stand-alone building in time for the transition from the City’s leased facility, thereby completing Phase I of the project. On April 4, 2023, the City received six (6) bids to construct the interior improvements for the Butler Building and the City Council subsequently awarded a construction contract to E. Avico, Inc. Subsequent to that action, E. Avico advised the City that it was pulling out of the project. Accordingly, City staff working with the City Attorney’s Office filed a claim with Avico’s bid bond surety to collect on their bond amount of \$168,088. Staff and the attorney’s office are still working to ensure that claim is approved by the surety and the City receives those funds.

The City solicited bids for this portion of the project a second time and on June 16, 2023, a total of seven (7) bids were received. The following table provides the total bid amounts received from each contractor:

Contractor	Bid Amount
Loengreen	\$1,646,000
MBC Enterprises	\$1,841,888
Tovey/Shultz Construction, Inc.	\$1,865,052
G2K Construction, Inc.	\$1,980,000
PCN3, Inc.	\$2,080,000
PUB Construction	\$2,392,830
RT Contractor Corp.	\$2,530,000

The low bid submitted by Loengreen presents a cost savings of \$34,880 as compared to the first contract the City Council awarded for this work. After a thorough review of the bid proposals received, it was determined that Loengreen submitted the lowest responsive, responsible bid. Both MBC Enterprises and Tovey/Shultz submitted bid protests: however, after careful review and consideration Staff determined that they were without merit. Based upon Loengreen's reference check and submitted bid, Staff recommends awarding a construction contract to Loengreen for the interior tenant improvements for the Butler Building portion of the Public Safety Center Project.

FISCAL IMPACT

The total construction cost for the interior tenant improvements and final utility connections for the Butler Building amounts to \$1,810,600. This cost consists of the bid amount submitted by Loengreen in the amount of \$1,646,000, and a construction contingency in the amount of \$168,088. Budget Amendment R-2023-55 is presented for the City Council's consideration to allocate additional funds already included in the FY 2023-24 CIP Budget but have not yet been formally transferred into the project account. Accordingly, sufficient funds exist for the recommended actions.

Prepared by:



Luis Estevez
Deputy City Administrator

Reviewed and approved:



Jennifer Lampman
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Public Works Agreement with Loengreen, Inc.
2. Budget Amendment R-2023-55

**CITY OF PLACENTIA
PUBLIC WORKS AGREEMENT FOR
BUTLER BUILDING INTERIOR TENANT IMPROVEMENT**

THIS AGREEMENT (herein "Agreement"), is made and entered into this _____ day of _____, 20__ by and between the CITY OF PLACENTIA, a municipal corporation and charter city, (herein "City") and LOENGGREEN, INC. (herein "Contractor"). The parties hereto agree as follows:

WITNESSETH:

A. WHEREAS, City requires the construction of Tenant Improvements for the Placentia Public Safety Center Butler Building Interior set forth more fully in this Agreement.

B. WHEREAS, Contractor represents to City that Contractor is qualified to perform said work and has submitted a proposal to City for the same.

C. WHEREAS, City desires to have Contractor perform said services on the terms and conditions set forth herein.

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

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, City and Contractor hereby agree as follows:

1.0 DEFINITIONS

1.1 Definitions. As used in this Agreement, the following definitions shall be applicable:

- (a) Contractor. Contractor shall mean LOENGGREEN, INC. a (California corporation) located at 4728 Commonwealth Ave. La Canada, CA 91011.
- (b) City. City shall mean the City of Placentia, a Municipal Corporation and Charter City, located at 401 E. Chapman, Placentia, California 92870.
- (c) City Council. City Council shall mean the City Council of the City of Placentia.
- (d) Contract Officer shall mean the person designated by the City Administrator or City Engineer of City and shall have the duties set forth in Section 5.2.

- (e) **Services.** Services shall mean the services to be performed by the Contractor pursuant to this Agreement.
- (f) **Satisfactory.** Satisfactory shall mean satisfactory to the City Administrator or his/her designee.

2.0 SERVICES OF CONTRACTOR

2.1 Scope of Services. In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended.

2.2 Documents Included in Contract. This contract consists of this Agreement and any Exhibits, which are incorporated herein by this reference. In the event of an inconsistency, the terms of this Agreement shall govern.

2.3 Compliance with Law. All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered, including but not limited to, the claims procedure set forth in Public Contract Code Section 9204, a summary of which is attached to this agreement as Exhibit "E."

2.4 Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement, including registration with the Department of Industrial Relations of the State of California as required by Labor Code Section 1725.5 before commencing performance under this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder. Contractor shall be responsible for all subcontractors' compliance with this Section 2.4.

2.5 Familiarity with Work. By executing this Contract, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

2.6 Standard of Performance. Contractor, its subcontractors and their employees, in the performance of Contractor's work under this Agreement shall be responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures used in the Contractor's field.

Any costs for failure to meet the foregoing standard or to correct otherwise defective work that requires re-performance of the work, shall be borne in total by the Contractor and not by the City. The failure of a project to achieve the performance goals and objectives stated in this Agreement is not a basis for requesting re-performance unless the work conducted by Contractor and/or its subcontractors is deemed by the City to have failed the foregoing standard of performance.

In the event Contractor fails to perform in accordance with the above standard:

1. Contractor will re-perform, at its own expense, any task which was not performed to the reasonable satisfaction of City. Any work re-performed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. Contractor shall work any overtime required to meet the deadline for the task at no additional cost to the City;
2. The City shall provide a new schedule for the re-performance of any task pursuant to this paragraph in the event that re-performance of a task within the original time limitations is not feasible; and
3. The City shall have the option to direct Contractor not to re-perform any task which was not performed to the reasonable satisfaction of the City Project Manager pursuant to application of (1) and (2) above. In the event the City directs Contractor not to re-perform a task, the City shall negotiate a reasonable settlement for satisfactory work performed. No previous payment shall be considered a waiver of the City's right to reimbursement.

Nothing contained in this section is intended to limit any of the rights or remedies which the City may have under law.

2.7 Care of Work. The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

2.8 Further Responsibilities of Parties. Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other. Contractor shall require all subcontractors to comply with the provisions of this agreement.

2.9 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No

such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum as set forth in Section 3.1, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of twenty five percent (25%) or less of the Contract Sum, or in the time to perform of one hundred eighty (180) days or less may be approved by the Contract Officer. Any increases, taken either separately or cumulatively, that result in the Contract Sum exceeding \$25,000 must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.

2.10 Prevailing Wage Laws. Contractor represents and warrants that it is registered with the Department of Industrial Relations pursuant to SB 854 and Labor Code 1725.5. Contractor shall ensure that its subcontractors comply with said requirements. In accordance with Labor Code Section 1770 et seq., the Director of the Department of Industrial Relations of the State of California has ascertained a general prevailing rate of wages, which is the minimum amount, which shall be paid to all workers employed to perform the work pursuant to this Agreement. A copy of the general prevailing wage rate determination is on file in the Office of the City Clerk and is hereby incorporated by reference into this Agreement. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. Contractor must forfeit to the City Twenty Five Dollars (\$25.00) a day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. Contractor is required to post a copy of such wage rates at all times at the contract site. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced. Contractor also shall comply with State law requirements to maintain payroll records and shall provide for certified records and inspection of records as required by California Labor Code Section 1770 et. seq., including Section 1776. Contractor shall comply with all statutory requirements relating to the employment of apprentices.

3.0 COMPENSATION

3.1 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of One Million Six Hundred Forty Six Thousand Dollars (\$1,646,000.00) (herein "Contract Sum"), except as provided in Section 2.9. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

3.2 Progress Payments. Prior to the first day of the month, during the progress of the work, commencing on the day and month specified in the Agreement, Contractor shall submit to the Contract Officer a complete itemized statement of all labor and materials incorporated into the work during the preceding month and the portion of the contract sum applicable thereto. Upon approval in writing by the Contract Officer, payment shall be made in thirty (30) days. City shall pay Contractor a sum based upon ninety-five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof

shall be retained as performance security. Refer to Section 8.4 of this Agreement for retention of funds.

4.0 PERFORMANCE SCHEDULE

4.1 Time of Essence. Time is of the essence in the performance of this Agreement.

4.2 Schedule of Performance. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as Exhibit "B", and incorporated herein by this reference. When requested by the Contractor, extensions to the time period(s) specified in the Scope of Services may be approved in writing by the Contract Officer.

4.3 Force Majeure. The time period(s) specified in the Scope of Services for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes for the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

4.4 Term. Unless earlier terminated in accordance with Section 8.9 of this Agreement, this Agreement shall continue in full force and effect until final approval and acceptance of the project by the Contract Officer. Notwithstanding the foregoing, this Agreement shall terminate no later than _____, 20__, unless the parties mutually agree in writing to extend the term.

5.0 COORDINATION OF WORK

5.1 Representative of Contractor. The following principals of Contractor are hereby designated as being the principals and representatives of Contractor authorized to act in its behalf with respect to the work specified herein and make all decisions in connection therewith:

Jeon Won Hong, President

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City.

5.2 Contract Officer. The Contract Officer shall be such person as may be designated by the City Administrator or City Engineer of City. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions that must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

5.3 Prohibition Against Assignment. The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

5.4 Independent Contractor. Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its subcontractors, agents or employees, performs the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, subcontractors, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its subcontractors, agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise with Contractor.

5.5 Identity of Persons Performing Work. Contractor represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services set forth herein. Contractor represents that the tasks and services required herein will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable State and local law to perform such tasks and services.

5.6 Utility Relocation. City is responsible for removal, relocation, or protection of existing main or trunkline utilities to the extent such utilities were not identified in the invitation for bids or specifications. City shall reimburse contractor for any costs incurred in locating, repairing damage not caused by contractor and removing or relocating such unidentified utility facilities, including equipment idled during such work. Contractor shall not be assessed liquidated damages for delay arising from the removal or relocation of such unidentified utility facilities.

5.7 Trenches or Excavations. Pursuant to California Public Contract Code Section 7104, in the event the work included in this Agreement requires excavations more than four (4) feet in depth, the following shall apply.

- (a) Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site different from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- (b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order per Section 2.9 of this Agreement.
- (c) That, in the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

6.0 INSURANCE, INDEMNIFICATION AND BONDS

6.1 Insurance. The Contractor and all subcontractors, if any, shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, insurance as set forth in Exhibit "C" attached hereto and incorporated herein by this reference.

Conditions:

In accordance with Public Contract Code Section 20170, the insurance of surety companies who provide or issue the policy shall have been admitted to do business in the State of California with a credit rating of A- or better.

This insurance shall not be canceled, limited in scope or coverage or non-renewed until after thirty (30) days prior written notice has been given to the Community Development Director, City of Placentia, 401 E. Chapman Ave., Placentia, California 92870.

Any insurance maintained by the City of Placentia shall apply in excess of and not combined with insurance provided by this policy.

The City of Placentia, its officers, employees, representatives, attorneys, and volunteers shall be named as additional named insureds.

Prior to commencement of any work under this contract, Contractor shall deliver to the City insurance endorsements confirming the existence of the insurance required by this contract, and including the applicable clauses referenced above.

Such endorsements shall be signed by an authorized representative of the insurance company and shall include the signator's company affiliation and title. Should it be deemed necessary by the City, it shall be Contractor's responsibility to see that the City receives documentation, acceptable to the City, which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company.

If the Contractor fails to maintain the aforementioned insurance, or secure and maintain the aforementioned endorsement, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement. However, procuring of said insurance by the City is an alternative to other remedies the City may have, and is not the exclusive remedy for failure of Contractor to maintain said insurance or secure said endorsement. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which became due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this agreement.

Each contract between the Contractor and any subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 6.1.

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

6.3 Indemnification. Contractor shall defend, indemnify, hold free and harmless the City of Placentia, its elected and appointed officials, officers, agents and employees, at Contractor's sole expense, from and against any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising or alleged to arise out of or in connection with the performance of the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising or alleged to arise from the negligent acts or omissions of Contractor hereunder, or arising or alleged

to arise from Contractor's performance of or failure to perform any term, provision, covenant or condition of this Agreement.

- (a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith.
- (b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', subcontractors' or invitees') negligent performance of or failure to perform such work, operations or activities hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom.
- (c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel selected by City.
- (d) Contractor's duty to defend and indemnify as set out in this Section 6.3 shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

Notwithstanding the foregoing, Contractor shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City.

The Contractor's indemnification obligations pursuant to this Section 6.3 shall survive the termination of this Agreement. Contractor shall require the same indemnification from all subcontractors.

6.4 Labor and Materials and Performance Bonds. Concurrently with execution of this Agreement, Contractor shall deliver to City a labor and materials bond and a performance bond each in the sum of the amount of this Agreement, in the forms provided by the City Clerk, which secures the faithful performance of this Agreement. The bonds shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

6.5 Sufficiency of Insurer or Surety. Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances. In the event the Senior Management Analyst of City ("Senior Management Analyst") determines that the work or services to be performed under this Agreement creates an increased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies required by this Section 6 may be changed accordingly upon receipt of written notice from the Senior Management Analyst; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Senior Management Analyst to the City Council of City within ten (10) days of receipt of notice from the Senior Management Analyst.

6.6 Substitution of Securities. Pursuant to California Public Contract Code Section 22300, substitution of eligible equivalent securities for any monies withheld to ensure performance under the contract for the work to be performed will be permitted at the request and expense of the successful bidder.

7.0 RECORDS AND REPORTS

7.1 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

7.2 Records. Contractor shall keep, and require subcontractors to keep, such books and records (including but not limited to payroll records as required herein) as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

7.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

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

8.0 GENERAL PROVISIONS

8.1 Governing Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

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

The Principal set forth in Section 5.1 above shall be the representative for Contractor for purposes of this Agreement, and shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

8.3 Disputes. In the event either party fails to perform its obligations hereunder, the nondefaulting party shall provide the defaulting party written notice of such default. The defaulting party shall have ten (10) days to cure the default; provided that, if the default is not reasonably susceptible to being cured within said ten (10) day period, the defaulting party shall have a reasonable time to cure the default, not to exceed a maximum of thirty (30) days, so long

as the defaulting party commences to cure such default within ten (10) days of service of such notice and diligently prosecutes the cure to completion; provided further that if the default is an immediate danger to the health, safety and general welfare, the defaulting party shall take such immediate action as may be necessary. Notwithstanding the foregoing, the nondefaulting party may, in its sole and absolute discretion, grant a longer cure period. Should the defaulting party fail to cure the default within the time period provided in this Section, the nondefaulting party shall have the right, in addition to any other rights the nondefaulting party may have at law or in equity, to terminate this Agreement. Compliance with the provisions of this Section 8.3 shall be a condition precedent to bringing any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured.

8.4 Retention of Funds. Progress payments shall be made in accordance with the provisions of Section 3.2 of this Agreement. In accordance with said section, City shall pay Contractor a sum based upon ninety-five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security to be paid to the Contractor within sixty (60) days after final acceptance of the work by the City Council, after Contractor shall have furnished City with a release of all undisputed contract amounts if required by City. In the event there are any claims specifically excluded by Contractor from the operation of the release, the City may retain proceeds (per Public Contract Code 7107) of up to 150% of the amount in dispute. City's failure to deduct or withhold shall not affect Contractor's obligations hereunder.

8.5 Waiver. No delay or omission in the exercise of any right or remedy by a nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8.6 Rights and Remedies. Rights and Remedies are cumulative except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

8.7 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement.

8.8 Liquidated Damages. Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City Five Hundred Dollars (\$500) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Scope of Services (Exhibit A) or Schedule of Performance (Exhibit B). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

8.9 Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, Contractor shall vacate any City owned property which Contractor is permitted to occupy hereunder and City may, after compliance with the provisions of Section 8.3, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of setoff or partial payment of the amounts owed the City as previously stated.

8.10 Notice. Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and shall be deemed to be given when served personally or deposited in the US Mail, prepaid, first-class mail, return receipt requested, addressed as follows:

To City: City of Placentia
401 E. Chapman Ave
Placentia, California 92870
Attn.: Luis Estevez, Deputy City Administrator

To Contractor: Loengreen, Inc.
4728 Commonwealth Ave
La Canada, CA 91011
Attn: Jeong Won Hong

8.11 Non-liability of City Officers and Employees. No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.12 Conflict of Interest. The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

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

8.13 Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this

Agreement. To the extent required by law, contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

8.14 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

8.15 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

8.16 Hiring of Illegal Aliens Prohibited. Contractor shall not hire or employ any person to perform work within the City of Placentia or allow any person to perform work required under this Agreement unless such person is properly documented and legally entitled to be employed within the United States. Further, Contractor shall comply with the following:

- (a) Unauthorized Aliens. Contractor 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 Contractor 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, Contractor 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 Contractor is not already enrolled in the U.S. Department of Homeland Security's E-Verify program, Contractor 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. Contractor 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>. Contractor 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.

8.17 Unfair Business Practices Claims. In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body renders final payment to the contractor without further acknowledgment by the parties. (Sec. 7103.5, California Public Contract Code).

8.18 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

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

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

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

8.21 Legal Responsibilities. The Contractor shall keep itself informed of City, State, and Federal laws, ordinances and regulations, which may in any manner affect the performance of its services pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws, ordinances and regulations. Neither the City, nor its officers, agents, or employees shall be liable at law or in equity as a result of the Contractor's failure to comply with this section.

8.22 Termination for Convenience. The City may terminate this Agreement without cause for convenience of the City upon giving contractor 30 days prior written notice of termination of the Agreement. Upon receipt of the notice of termination the Contractor shall cease all further work pursuant to the Agreement. Upon such termination by the City the Contractor

shall not be entitled to any other remedies, claims, actions, profits, or damages except as provided in this paragraph. Upon the receipt of such notice of termination Contractor shall be entitled to the following compensation:

1. The contract value of the work completed to and including the date of receipt of the notice of termination, less the amount of progress payments received by contractor.

2. Actual move-off costs including labor, rental fees, equipment transportation costs, the costs of maintaining on-site construction office for supervising the mover-off.

3. The cost of materials custom made for this Agreement which cannot be used by the Contractor in the normal course of his business, and which have not been paid for by City in progress payments.

4. All costs shall not include any markups as might otherwise be allowed by any plans or specifications which were a part of the Agreement.

The provisions of this paragraph shall supersede any other provision of the Agreement or any provision of any plans, specification, addendums or other documents which are or may become a part of this Agreement. City and Contractor agree that the provisions of this paragraph are a substantive part of the consideration for this Agreement.

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

8.24 Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

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

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

8.27 Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or

accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

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

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

8.30 Funding Source Conditions – Contractor’s Obligation. Contractor acknowledges that the City may be paying for the Project by using funds it receives or will receive from various funding sources in the form of grants and/or subsidies, and the like under certain terms and conditions. Contractor acknowledges and agrees that any failure of the Contractor and/or its subcontractors to perform its obligations under the Contract, including, but not limited to, timely submitting accurate reports and records, that in any way results in the City not meeting the terms and conditions placed on the funds by the funding source, or forfeiting its entitlement to or, otherwise, not receiving, the funds, then the Contractor shall be liable to pay the City for the funds not granted to the City on the Project.

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

IN WITNESS WHEREOF, the parties have executed and entered into this Agreement as of the date first written above.

ATTEST:

CITY OF PLACENTIA,
A municipal corporation and Charter City

Damien R. Arrula, City Administrator

Date: _____

ATTEST:

Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

CONTRACTOR

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

Christian L. Bettenhausen, City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Rosanna Ramirez, Deputy City Administrator

Date: _____

APPROVED AS TO CONTENT:

Luis Estevez, Deputy City Administrator

Date: _____

DEPARTMENTAL APPROVAL

Luis Estevez, Deputy City Administrator

Date: _____

**LABOR AND MATERIAL PAYMENT BOND
PUBLIC WORK (CALIFORNIA)**

KNOW ALL MEN BY THESE PRESENT:

WHEREAS, _____, as Principal, has entered into a contract dated _____, with the City of Placentia (Obligee) referred to and made a part hereof to perform the following work, to wit: _____ and all appurtenant work in accordance with PROJECT NO. _____, which requires Principal to file this bond to secure claims made in relation to the project.

NOW THEREFORE, we, _____, as Principal, and _____, a corporation organized under the laws of _____ and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of Placentia, as Obligee, and all sub-contractors, laborers, material persons and other persons employed in the performance of the referenced agreement, in the sum of _____ Dollars (\$ _____ .00), lawful money of the United States of America, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

If the above bounden PRINCIPAL, his or its heirs, executors, administrators, successors, assigns, or any of his or its sub-contractors, fails to pay for any materials, provisions, provender, or other supplies, or teams, implements or machinery, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor to persons named in Section 9100 or the Civil Code, thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor deducted, withheld and paid over to the Employment Development Department from the wages of employees of the contractor and sub-contractors pursuant to Section 13020 of the Unemployment Insurance Code, that the SURETY on this bond will pay the same, in an amount not exceeding the sum specified in this bond, AND ALSO, in case suit is brought upon this bond, a reasonable attorney's fee, which shall be awarded by the court to the prevailing party in said suit, said attorney's fee to be taxed as costs in said suit and to be included in the judgment herein rendered.

As part of the obligation secured hereby, the SURETY shall not be exonerated or released from the obligation of the bond by any change, alteration, or modification in or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme of work of improvement, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under

any such contract or agreement, or under the bond, nor, where the bond is given for the benefit of claimants, by any fraud practiced by any person other than the claimant seeking to recover on the bond.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under the Civil Code so as to give them a right of action in a suit on this bond.

This bond is executed for the purpose of complying with the laws of the State of California and shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code of the State of California.

IN WITNESS THEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

(Corporate Seal)

Principal

By _____

Title

(Corporate Seal)

Principal

By _____

Title

APPROVED AS TO FORM:
/s/ Christian L. Bettenhausen
City Attorney

SUPPLEMENTAL INFORMATION TO BE COMPLETED BY PRINCIPAL

If an individual, so state. If a firm or co-partnership, state the firm and give the names of all individual co-partners composing the partnership. If a Corporation, state legal name of corporation; state also the names of the president, secretary, treasurer and manager thereof.

Business Address:

Telephone Number:

Date:

Print Name:

Principal

Signature:

Title

TAX IDENTIFICATION NUMBER

The Tax Equity and Fiscal Responsibility Act of 1982 requires the payer (City of Placentia) to report to the Internal Revenue Service taxable payments to payees.

You (as a payee) are required by law to provide us with your Taxpayer Identification Number (if an individual or partnership, your Social Security Number). If you do not provide us with your correct identification number, you may be subject to a penalty imposed by the Internal Revenue Service. The payments subject to withholdings may include, but are not limited to, interest, dividends, or other payments the City of Placentia and/or the Placentia Redevelopment Agency made to you. Other payments may include rents, royalties, commissions and fees for service of non-employees.

If you are exempt from income tax, we are still required, by law, to maintain a Tax Identification Number on file. **PLEASE PROVIDE YOUR TAX IDENTIFICATION NUMBER next to the appropriate listing below, sign, date and return to:**

CITY OF PLACENTIA FINANCE DEPARTMENT
401 E. Chapman
Placentia, CA 92870

Exempt: Yes___No___ Telephone () _____

CORPORATION: _____

U.S.A. OR ANY AGENCIES THEREOF: _____

IRS CODE #501 TAX-EXEMPT ORGANIZATION: _____

A NON-COMMISSIONED CITY OF PLACENTIA EMPLOYEE: _____

SOLE PROPRIETOR: _____

A PARTNERSHIP: _____

OTHER: _____(Explain)

Signature/Title: _____ Date: _____

BID GUARANTEE

**TO THE CITY OF PLACENTIA
PROJECT NO. _____**

As a material inducement to the City to award the contract for Project No. _____
to

_____, the undersigned ("Guarantor") has agreed to enter into
this guarantee. The Guarantor hereby unconditionally guarantees to the fullest extent allowed
by law the following work included in this project: _____ ("the work").

Guarantor guarantees that the materials and equipment used by itself and its subcontractors
will be free from defects and that the work will conform to the plans and specifications. Should
any of the materials or equipment prove defective or should the work as a whole, or any part
thereof, prove defective for any reason whatsoever (except due to intentional torts by the City),
or should the work as a whole or any part thereof fail to operate properly or fail to comply with
the plans and specifications, Guarantor will, at the City's sole election: 1) reimburse the City,
upon written demand, for all of the City's expenses incurred replacing or restoring any such
equipment or materials, including the cost of any work necessary to make such replacement or
repairs; or 2) replace any such defective material or equipment and repair said work completely,
all without any cost to the City. Guarantor further guarantees that any such repair work will
conform to the plans and specifications for the project. This guarantee will remain in effect for
five years from the date on which the contracted for work is accepted for use by the City.

Guarantor understands and agrees that the City shall have the unqualified option to make any
replacements or repairs itself or to have such replacement, repair, performed by the
undersigned. The City shall have no obligation to consult with Guarantor before the City
proceeds to perform any repair, replacement, or work itself. If the City elects to have Guarantor
perform said repair, replacement, or work, Guarantor agrees that the repair, replacement, or
work shall be performed within 15 days after receipt of a written demand from the City.

If the City elects to perform the replacement, repairs itself, Guarantor agrees to make
reimbursement payment within 15 days after receipt of a written demand for payment from the
City.

If the Guarantor fails or refuses to comply with this guarantee, the City shall be entitled to all
costs and expenses, including attorneys and expert fees, reasonably incurred by reason of
Guarantor's failure or refusal.

Guarantor _____ Date: _____

Contractor: _____ By: _____

Title: _____

STATEMENT OF NON COLLUSION BY CONTRACTOR

The undersigned who submits herewith to the City of Placentia a bid or proposal does hereby certify:

- a. That all statements of fact in such bid or proposal are true;
- b. That such bid or proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;
- c. That such bid or proposal is genuine and not collusive or sham;
- d. That said bidder has not, directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the City of Placentia or of any other bidder or anyone else interested in the proposed procurement;
- e. Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid or proposal, or that anyone should refrain from bidding or withdraw his bid or proposal;
- f. Did not in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the bid or proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his bid or proposal price, or that of anyone else;
- g. Did not, directly or indirectly, submit his bid or proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member agent thereof, or to any individual or group of individuals, except to the City of Placentia, or to any person or persons who have a partnership or their financial interest with said bidder in his business.
- h. Did not provide, directly or indirectly to any officer or employee of the City of Placentia any gratuity, entertainment, meals, or anything of value, whatsoever, which could be objectively construed as intending to invoke any form of reciprocation or favorable treatment.
- i. That no officer or principal of the undersigned firm is related to any officer or employee of the city by blood or marriage within the third degree or is employed, either full or part time, by the City of Placentia either currently or within the last two (2) years.
- j. That no officer or principal of the undersigned firm nor any subcontractor to be engaged by the principal has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy or any other act in violation of any state or federal antitrust law in connection with the bidding upon award of, or performance of, any public work contract, with any public entity, within the last three years.

I certify, under penalty of perjury under the laws of the State of California, that the foregoing is true and correct and that this certification was executed:

On _____ at _____ California.

Firm _____

Street _____

City _____ State _____ Zip _____

(Signature)

(Print Name & Title)

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B

SCHEDULE OF PERFORMANCE

The schedule to complete this project is 100 working days with liquidated damages of \$2,000 applied per day beyond that working day limit. The City shall issue two (2) Notices to Proceed (NTP) to the Contractor. The first NTP will be issued to direct the Contractor to procure and order all long lead item materials and equipment in advance of the start of work. Once delivery dates from manufacturers or material suppliers have been provided to the Contractor, the City shall issue a second NTP to commence construction of the improvements in coordination with the planned delivery dates of materials. Once started all work is to be completed within the 100 working day limit.

EXHIBIT C
INSURANCE REQUIREMENTS

Contractor shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain the insurance listed below. Any requirement for insurance to be maintained after completion of the work shall survive this agreement.

CITY reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this agreement or failure to identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this agreement.

A. Workers Compensation & Employers Liability Insurance

- Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- Employers Liability with limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- The policy shall include a written waiver of the insurer's right to subrogate against CITY.
- Required Evidence Of Coverage:
 1. Subrogation waiver endorsement; and
 2. Properly completed Certificate of Insurance.

B. General Liability Insurance

- Commercial General Liability Insurance no less broad than Insurance Services Office (ISO) form CG 00 01.
- Coverage shall be on a standard occurrence form. Claims-Made forms are not acceptable without prior written consent. Modified, limited or restricted Occurrence forms are not acceptable without prior written consent.
- Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The

General Aggregate shall apply separately to each project. The required limits may be provided by a combination of General Liability Insurance and Commercial Excess or Umbrella Liability Insurance. If contractor maintains higher limits than the specified minimum limits, CITY requires and shall be entitled to coverage for the higher limits maintained by contractor.

- Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by CITY. Contractor is responsible for any deductible or self-insured retention and shall fund it upon CITY'S written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving CITY.
- Coverage shall be continued for one (1) year after completion of the work.
- CITY shall be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the contractor. CITY shall continue to be an additional insured for completed operations for (1) year after completion of the work.
- The policy definition of "insured contract" shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard ("f" definition of insured contract in ISO form CG 00 01, or equivalent).
- The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.
- The policy shall cover inter-insured suits and include a "Separation of Insureds" or "severability" clause which treats each insured separately.
- The policy shall be endorsed to include a written waiver of the insurer's right to subrogate against all persons or entities that are, or are required to be, additional insureds.
- The policy shall not contain a Contractors' Warranty or other similar language which eliminates or restricts insurance because of a

subcontractor's failure to carry specific insurance or to supply evidence of such insurance.

- Required Evidence of Coverage:
 1. Copy of the additional insured endorsement or policy language granting additional insured status;
 2. Copy of the endorsement or policy language indicating that coverage applicable to the additional insureds is primary and non-contributory;
 3. Properly completed Certificate of Insurance; and
 4. Completed and signed Agent/Broker Questionnaire with supporting documentation as required.

C. Automobile Liability Insurance

- Minimum Limit: \$1,000,000 combined single limit per accident.
- Coverage shall apply to all owned, hired and non-owned vehicles.
- CITY shall qualify as an insured.
- Required Evidence of Coverage:
 1. Copy of the endorsement or policy language indicating that CITY is an insured; and
 2. Properly completed Certificate of Insurance.

D. Contractors Pollution Liability Insurance

- Minimum Limits: \$1,000,000 per Pollution Incident; \$1,000,000 Aggregate;
- Coverage shall apply to pollution incidents at or from any location at which Contractor is performing work under this agreement.
- Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it shall be approved in advance by CITY. Contractor is responsible for any deductible or self-insured retention and shall fund it upon CITY written request, regardless of whether Contractor has a claim against the insurance or is named as a party in any action involving CITY.

- CITY shall be endorsed as an additional insured for liability arising out of ongoing and completed operations by or on behalf of the Contractor. Additional insured status shall continue for one (1) year after completion of the work.
- The insurance provided to the additional insureds shall apply on a primary and non-contributory basis with respect to any insurance or self-insurance program maintained by them.
- If the insurance is on a Claims-Made basis, the retroactive date shall be no later than the commencement of work.
- The insurance shall be continued for one (1) year after completion of the work. If the insurance is on a Claims-Made basis, the continuation coverage may be provided by: (a) renewal of the existing policy; (b) an extended reporting period endorsement; or (c) replacement insurance with a retroactive date no later than the commencement of the work.
- Required Evidence of Coverage:
 1. Copy of the additional insured endorsement or policy language granting additional insured status;
 2. Copy of the endorsement or policy language indicating that coverage for the additional insureds is primary and non-contributory;
 3. Properly completed Certificate of Insurance.

E. Surety Bonds

- Bid bond.
- Performance and payment bonds for the entire contract price.
- The surety must be authorized to issue these bonds in the State of California.

F. Standards for Insurance Companies

- Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

G. Documentation

- The Certificate of Insurance shall include the following reference:
Placentia Public Safety Center Butler Building Interior Tenant
Improvement, City Project No. 5213
- The name and address for Additional Insured endorsements and
Certificates of Insurance is: City of Placentia
- Contractor shall provide immediate written notice if: (1) any of the required
insurance policies is terminated; (2) the limits of any of the required
policies are reduced; or (3) the deductible or self-insured retention is
increased.
- Current Evidence of Coverage shall be provided for the entire required
period of insurance.
- Upon written request, certified copies of required insurance policies shall
be provided within thirty (30) days.

Project No. 5213

EXHIBIT D

CERTIFICATES OF INSURANCE AND ENDORSEMENTS

EXHIBIT E
CLAIMS PROCEDURE

SUMMARY OF PUBLIC CONTRACT CODE § 9204

The following procedure will apply to any claims by the Contractor on the City:

A “claim” is a separate demand on the City by a contractor on a public works project and sent by registered mail or certified mail with return receipt requested, for one or more of the following:

- A time extension, including relief from penalties for delay
- Payment by the City of money damages under the terms of the contract
- Payment of an amount that is disputed by the City

Initial Review

The claim must be supported by appropriate documentation. The City has 45 days within which to review the claim and provide the contractor with a written statement identifying the disputed and undisputed portions of the claim. If the City does not issue a written statement, the claim is deemed rejected in its entirety. The City will pay any undisputed portion of the claim within 60 days of issuing the statement.

Meet & Confer

If the contractor disputes the City’s written response, or if the City does not issue one, the contractor may request in writing an informal conference to meet and confer for possible settlement of the claim. The City will schedule the meet and confer conference within 30 days of this request and provide a written statement identifying the remaining disputed and undisputed portions of the claim within 10 business days of the meet and confer. The City will pay the undisputed portion within 60 days of issuing this statement.

Mediation

With respect to any disputed portion remaining after the meet and confer, the City and contractor will submit the matter to nonbinding mediation, agree to a mediator within 10 business days after issuing the written statement, and share mediation costs equally. If mediation is unsuccessful, then the terms of the public works agreement and applicable law will govern resolution of the dispute.

Miscellaneous Provisions

Amounts not paid by the City in a timely manner bear interest at 7% per annum. Subcontractors may submit claims via this procedure through the general contractor. The City and contractor may waive the requirement to mediate, but cannot otherwise waive these claim procedures.

SECTION C

PROPOSAL

for the

**PLACENTIA PUBLIC SAFETY CENTER
BUTLER BUILDING INTERIOR TENANT IMPROVEMENTS
CITY PROJECT NO. 5213**

in the

CITY OF PLACENTIA

TO THE HONORABLE MAYOR AND MEMBERS OF THE COUNCIL OF PLACENTIA:

In compliance with the Notice Inviting Sealed Bids, the undersigned hereby proposes and agrees to perform all the work therein described, and to furnish all labor, material, equipment and incident insurance necessary therefor, in accordance with the Scope of Work as described on the Bid Documents and depicted in Appendix I. The undersigned agrees to perform the work therein to the satisfaction of and under the supervision of the City Engineer of the City of PLACENTIA, and to enter into a contract at the following prices. The undersigned agrees to complete the work within One Hundred (100) working days, starting from the date of the second Notice to Proceed or liquidated damages of \$2,000 per day will be applied.

BIDDER declares that this proposal is based upon careful examination of the work site, plans, specifications, Instructions to Bidders and all other contract documents. If this proposal is accepted for award, BIDDER agrees to enter into a contract with CITY at the lump sum price set forth in the following Bid Schedule. BIDDER understands that failure to enter into a contract in the manner and time prescribed will result in forfeiture to CITY of the guaranty accompanying this proposal.

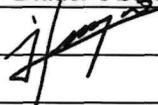
BIDDER understands that a bid is required for the entire work, that the estimated quantities set forth in the Bid Schedule are solely for the purpose of comparing bids, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed. THE CITY RESERVES THE RIGHT TO DELETE ANY ITEM FROM THE CONTRACT. It is agreed that the unit and/or lump sum prices bid include all appurtenant expenses, taxes, royalties, fees, etc., and will be guaranteed for a period of ninety days from the bid opening date. If at such time the contract is not awarded, the CITY will reject all bids and will re-advertise the project. In the case of discrepancies in the amounts bid, unit prices shall govern over extended amounts, and words shall govern over figures.

If awarded the Contract, the undersigned agrees that in the event of the BIDDER'S default in executing the required contract and filing the necessary bonds and insurance certificates within 10 working days after the date of the CITY'S notice of award of contract to the BIDDER, the proceeds of the security accompanying this bid shall become the property of the CITY and this bid and the acceptance hereof may, at the CITY'S option, be considered null and void.

Accompanying this PDF proposal of bid, find Bidder's bond in the amount of \$1,640,000.00 which said amount is not less than 10% of the aggregate of the total bid price, as required by the Notice

Inviting Sealed Bids, payable to the CITY. (Please insert the words "Cash", "Certified Check", or "Bidder's Bond", as the case may be).

Bidder shall signify receipt of all Addenda here, if any:

<i>Addenda No.</i>	<i>Date Received</i>	<i>Bidder's Signature</i>
#1	06/12/2023	

**PLACENTIA PUBLIC SAFETY CENTER PROJECT
BUTLER BUILDING INTERIOR TENANT IMPROVEMENTS**

CITY PROJECT NO. 5203

BID SCHEDULE

ITEM NO.	ITEMS DESCRIPTION	QUANTITY	UNIT	TOTAL
1.	Tenant Improvements, complete in-place, per approved plans and technical specifications and coordinated installation with material and equipment vendors.	1	LS	\$ 1,646,000.00

TOTAL BID PRICE WRITTEN IN FIGURES: \$ 1,646,000.00

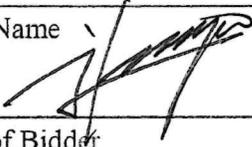
TOTAL BID PRICE WRITTEN IN WORDS: One million six hundred forty six thousand dollars and zero cent.

BIDDER'S NAME AND ADDRESS: LOENGREEN INC
4728 Commonwealth Ave,
La Canada, CA 91011

The undersigned is prepared to satisfy the Council of the City of PLACENTIA of its ability, financially or otherwise, to perform the contract for the proposed work and improvements in accordance with the plans and specifications set forth.

LOENGREEN INC

Company Name



Signature of Bidder

Jeong Won Hong

Printed or Typed Signature

Subscribed and sworn to before me this ___ day of _____, 2023.

See Attached

NOTARY PUBLIC _____

NOTARY SEAL

JURAT

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 Los Angeles

Subscribed and sworn to (or affirmed) before me on this 16th day of June,

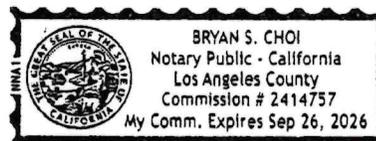
2023 by Jeong Won Hong

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



Signature

(Seal)



OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

Bidder's Information
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 2 Document Date 06/16/23

Additional information

INSTRUCTIONS

The wording of all Jurats completed in California after January 1, 2015 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one which does contain the proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and county information must be the state and county where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of the document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
 - ❖ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document with a staple.

Listed below are the names, address, and telephone numbers for three references, public or private. At least one of these projects shall have the below criteria:

Bidder has completed at least one (1) \$1,500,000 Tenant Improvement Project within the last 3 years.

Additionally, by signing below, Bidder attests that they have had a gross revenue of at least \$7,500,000 per year for the last 3 years.

Signed: 

1. Jay Hwang/ Lee's Discount Liquor
Name and Address of Public Agency

Name and Telephone No. of Project Manager: Jay Hwang/702-683-1488

<u>\$3,450,000.00</u>	<u>Ground up and TI</u>	<u>11/15/2021</u>
Contract Amount	Type of Work	Date Completed

2. Jenny Chai/ Mr. BBQ
Name and Address of Public Agency

Name and Telephone No. of Project Manager: Jenny Chai/714-323-2191

<u>\$1,650,000.00</u>	<u>Tenant improvement</u>	<u>10/15/2022</u>
Contract Amount	Type of Work	Date Completed

3. Jay Hwang/ Lee's Discount Liquor
Name and Address of Public Agency

Name and Telephone No. of Project Manager: Jay Hwang/702-683-1488

<u>\$1,850,000.00</u>	<u>Commercial building addition and TI</u>	<u>09/08/2021</u>
Contract Amount	Type of Work	Date Completed

LIST OF SUBCONTRACTORS

In accordance with Public Contract Code Section 4104, the Bidder shall set forth the name and business address of each subcontractor who will perform work or render service to the bidder on said contract in an amount in excess of one-half of one percent of the total bid or \$10,000, whichever is greater, and the portion of the work to be done by such subcontractor.

<i>Portion of Work</i>	<i>Name and Address of Subcontractor</i>	<i>State License Number</i>	<i>Class</i>
HVAC	Anderson Air Conditioning LP 1872 N Case Street, Orange, CA 92865	1075333	C-20
Plumbing	CAL TECH FIRE PROTECTION INC/ 11450 RUGGIERO AVE, SYLMAR, CA 91342	1049420	C-36
Electrical	Wakeland Electric, Inc 12803 Temescal Canyon Rd, STE E, Corona, CA 92883	1063245	C-10
Fire Protection	Qualco Fire Protection, Inc 10310 PIONEER BLVD #2, SANTA FE SPRINGS, CA 90670	786012	C-16
Fire alarm	Advanced Alarm & Fire Inc 8724 Millergrove Dr., Santa Fe Springs, CA 90670	750871	C-10
Masonry	Granstrom Masonry, Inc PO Box 7041, Torrance, CA 90504	629489	C-29
Data Cable	All Pro Communication Technologies, Inc 2401 PINE STREET, POMONA, CA 91767	789903	C-10
Security system	Enterprise Security, Inc 22860 Savi Ranch Pkwy, Yorba Linda, CA 92887	821590	C-7, C-28
Steel erection	Asia General Contractings, Inc 403 E Carlin Ave, Compton, CA 90222	932915	C-51
Painting	Gregco Painting Inc 9375 Archibald Ave Unit 401, Rancho Cucamonga, CA 91730	918667	C-33

By submission of this proposal, the Bidder certifies that he is able to and will perform the balance of all work which is not covered in the above subcontractors listing.

NONCOLLUSION AFFIDAVIT
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

State of California

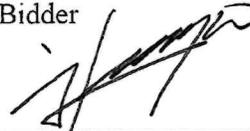
ss.

County of Orange

Jeong Won Hong being first duly sworn, deposes and says that he or she is
President of LOENGREEN INC the party making the
foregoing bid that the bid is not made in the interest of, or on the behalf of, any undisclosed person,
partnership, company, association, organization, or corporation; that the bid is genuine and not
collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder
to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or
agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from
bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement,
communication, or conference with anyone to fix the bid price, or that of any other bidder, or to
secure any advantage against the public body awarding the contract of anyone interested in the
proposed contract; that all statements contained in the bid are true; and, further, that the bidder has
not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents
thereof, or divulged information or data relative thereto, or paid, and will not pay fee to any
corporation, partnership, company association, organization, bid depository, or to any member or
agent thereof to effectuate a collusive or sham bid.

LOENGREEN INC

Name of Bidder



Signature of Bidder

4728 Commonwealth Ave, La Canada, CA 91011

Address of Bidder

Subscribed and sworn to before me this _____ day of _____, 2023.

NOTARY PUBLIC _____

See Attached NOTARY SEAL

JURAT

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

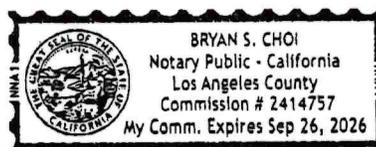
County of Los Angeles

Subscribed and sworn to (or affirmed) before me on this 16th day of June,

2023 by Jeong Won Hong

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

[Signature]
Signature (Seal)



OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

non collusion Affidavit
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 1 Document Date 06/16/23

Additional information

INSTRUCTIONS

The wording of all Jurats completed in California after January 1, 2015 must be in the form as set forth within this Jurat. There are no exceptions. If a Jurat to be completed does not follow this form, the notary must correct the verbiage by using a jurat stamp containing the correct wording or attaching a separate jurat form such as this one which does contain the proper wording. In addition, the notary must require an oath or affirmation from the document signer regarding the truthfulness of the contents of the document. The document must be signed AFTER the oath or affirmation. If the document was previously signed, it must be re-signed in front of the notary public during the jurat process.

- State and county information must be the state and county where the document signer(s) personally appeared before the notary public.
- Date of notarization must be the date the signer(s) personally appeared which must also be the same date the jurat process is completed.
- Print the name(s) of the document signer(s) who personally appear at the time of notarization.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different jurat form.
 - ❖ Additional information is not required but could help to ensure this jurat is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
- Securely attach this document to the signed document with a staple.

UTILITY AGREEMENT

HONORABLE MAYOR AND CITY COUNCIL CITY OF PLACENTIA, CALIFORNIA

The undersigned hereby promises and agrees that in the performance of the work specified in the contract, known as PLACENTIA PUBLIC SAFETY CENTER PROJECT BUTLER BUILDING INTERIOR TENANT IMPROVEMENTS, (I)(we)(it) will employ and utilize only qualified persons, as hereinafter defined, to work in proximity to any electrical secondary or transmission facilities. The term "Qualified Person" is defined in Title 8, California Administrative Code, Section 2700, as follows:

"Qualified Person: *A person who, by reason of experience or instruction, is familiar with the operation to be performed and the hazards involved."*

The undersigned also promised and agrees that all such work shall be performed in accordance with all applicable electrical utility company's requirements, Public Utility Commission orders, and State of California Cal-OSHA requirements.

The undersigned further promises and agrees that the provisions herein shall be and are binding upon any subcontractor or subcontractors that may be retained or employed by the undersigned, and that the undersigned shall take steps as are necessary to assure compliance by any said subcontractor or subcontractors with the requirements contained herein.

LOENGREEN INC

Contractor


By _____

Jeong Won Hong/ President

Title

Date: 06/16/2023

WORKERS COMPENSATION INSURANCE CERTIFICATE

Pursuant to Section 1861 of the State Labor Code, each contractor to whom a public works contract has been awarded shall sign the following certificate.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

LOENGREEN INC

Contractor


By _____

Jeong Won Hong/ President

Title

Date: 06/16/2023

**UNDERGROUND SERVICE ALERT
IDENTIFICATION NUMBER**

(To be completed only by the awarded Contractor prior to excavation)

No excavation will be permitted until this form is completed and returned to the CITY.

Section 4216/4217 of the Government Code requires a Dig Alert Identification Number be issued before a Permit to Excavate will be valid.

To obtain a Dig Alert Identification Number, call Underground Service Alert at **1-800-422-4133** a minimum of two working days before scheduled excavation.

Dig Alert Identification Number: _____

LOENGREEN INC

Contractor



By _____

Jeong Won Hong/ President

Title

Date: 06/16/2023

Note: *This form is required for every **Dig Alert Identification Number** issued by U.S.A. during the course of the Work. Additional forms may be obtained from the CITY upon request.*

**DESIGN ENGINEER MAY NOT BID ON
CONSTRUCTION CONTRACT**

No engineering or architectural firm which has provided design services for a project shall be eligible to bid on the contract to construct the project. The firms ineligible to bid include the prime contractor for design, subcontractors of portions of the design, and affiliates of either. An affiliate is a firm which is subject to the control of the same persons(s), through joint ownership or otherwise.

ACKNOWLEDGED this 16 day of June, 2023 at

Los Angeles, California .



Authorized Signature

President
Position

LOENGREEN INC
Company

NOTICE OF AFFIRMATIVE ACTION

By submitting a proposal on any job or entering into any contractual agreement with the City of Placentia, the undersigned agrees not to discriminate in employment decisions against any person on account of race, creed, national origin, ethnic background, color, sex, age, or handicap in performing the work required under this proposal.

ACKNOWLEDGED this 16 day of June, 2023, at Los Angeles, California.



Authorized Signature

President

Position

LOENGREEN INC

Company

**PLACENTIA PUBLIC SAFETY CENTER PROJECT
BUTLER BUILDING INTERIOR TENANT IMPROVEMENTS
CITY PROJECT NO. 5213**

BIDDER'S BOND

(To Accompany Contract Proposal)

KNOW ALL MEN BY THESE PRESENTS,

That Loengreen, Inc., as PRINCIPAL, and Developers Surety and Indemnity Company, as SURETY, are held and firmly bound unto the City of Placentia in the sum of TEN PERCENT (10%) of the total amount of the bid of said PRINCIPAL, to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors or assigns, jointly and severally, firmly by these presents.

In no case shall the liability of said SURETY here under exceed the sum of

\$ Ten Percent of Total Amount Bid (10% of Bid).

THE CONDITION OF THIS OBLIGATION IS SUCH THAT,

WHEREAS, said PRINCIPAL has submitted the above-mentioned bid to the City of Placentia for certain construction for which bids are to be submitted via Planet Bids on June 16, 2023, for:

**PLACENTIA PUBLIC SAFETY CENTER PROJECT
BUTLER BUILDING INTERIOR TENANT IMPROVEMENTS
CITY PROJECT NO. 5213**

NOW, THEREFORE, if the aforesaid PRINCIPAL is awarded the contract and within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written consent in the prescribed form in accordance with the bid, and files the two bonds with the City of Placentia, one to guarantee faithful performance and the other to guarantee payment for Labor and Materials as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect.

**PLACENTIA PUBLIC SAFETY CENTER PROJECT
BUTLER BUILDING INTERIOR TENANT IMPROVEMENTS
CITY PROJECT NO. 5213**

In the event suit is brought upon this bond by the Obligee and judgment is recovered, said SURETY shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the Court.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this

13th day of June 2023.

PRINCIPAL
Loengreen, Inc.

BY: Jeong Won Hong
President

Title

BY: [Signature]

Title

(SEAL)

SURETY

Developers Surety and Indemnity Company

Rebecca Haas-Bates

Rebecca Haas-Bates, Attorney-in-Fact

17771 Cowan Suite #100, Irvine, CA 92614

Address

(SEAL)

Instructions: If the Contractor is a corporation, the agreement must be executed in the corporate name and signed by the President or Vice President and the Secretary or Assistant Secretary, and the corporate seal affixed. If the Contractor is an individual doing business under a fictitious name, it must be signed by all persons having an interest in the business, and the fictitious name must be signed also. All bond signatures must be notarized. The standard printed bid bond form of any bonding company approved by the City pursuant to Item 7, "Insurance Policies and Bonds", in the Instructions to Bidders may be used in lieu of the foregoing approved sample bond form provided the security stipulations protecting the City are in any way reduced by use of the surety company's standard printed form.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

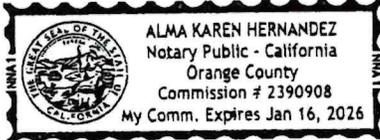
On 06/13/2023 before me, Alma Karen Hernandez, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Rebecca Haas-Bates
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bid Bond Document Date: 06/13/2023
Number of Pages: Three(3) Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rebecca Haas-Bates
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____
Developers Surety and Indemnity Company

Signer's Name: _____
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____

**POWER OF ATTORNEY FOR
COREPOINTE INSURANCE COMPANY
DEVELOPERS SURETY AND INDEMNITY COMPANY**
59 Maiden Lane, 43rd Floor, New York, NY 10038
(212) 220-7120

KNOW ALL BY THESE PRESENTS that, except as expressly limited herein, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, do hereby make, constitute and appoint:

William Syrkin, Richard Adiar, and Rebecca Haas-Bates, of Irvine, CA

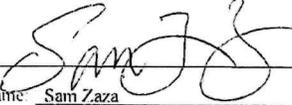
as its true and lawful Attorney-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said companies, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said company could do, but reserving to each of said company full power of substitution and revocation, and all of the acts of said Attorney-in-Fact, pursuant to these presents, are hereby ratified and confirmed. This Power of Attorney is effective June 13, 2023 and shall expire on December 31, 2025.

This Power of Attorney is granted and is signed under and by authority of the following resolutions adopted by the Board of Directors of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY (collectively, "Company") on February 10, 2023.

RESOLVED, that Sam Zaza, President, Surety Underwriting, James Bell, Vice President, Surety Underwriting, and Craig Dawson, Executive Underwriter, Surety, each an employee of AmTrust North America, Inc., an affiliate of the Company (the "Authorized Signors"), are hereby authorized to execute a Power of Attorney, qualifying attorney(s)-in-fact named in the Power of Attorney to execute, on behalf of the Company, bonds, undertakings and contracts of suretyship, or other suretyship obligations; and that the Secretary or any Assistant Secretary of the Company be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney.

RESOLVED, that the signature of any one of the Authorized Signors and the Secretary or any Assistant Secretary of the Company, and the seal of the Company must be affixed to any such Power of Attorney, and any such signature or seal may be affixed by facsimile, and such Power of Attorney shall be valid and binding upon the Company when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY have caused these presents to be signed by the Authorized Signor and attested by their Secretary or Assistant Secretary this March 27, 2023.

By: 
Printed Name: Sam Zaza
Title: President, Surety Underwriting



ACKNOWLEDGEMENT:

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.

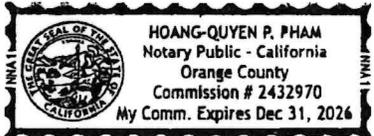
STATE OF California COUNTY OF Orange

On this 27 day of March, 2023, before me, Hoang-Quyen Phu Pham, personally appeared Sam Zaza, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to within the instrument and acknowledged to me that they executed the same in their authorized capacity, and that by the signature on the instrument the entities upon behalf which the person acted, executed this 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.

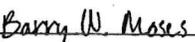
Signature: 

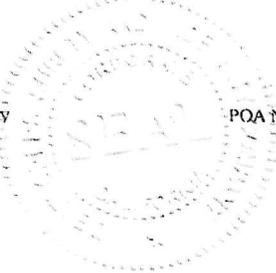


CORPORATE CERTIFICATION

The undersigned, the Secretary or Assistant Secretary of COREPOINTE INSURANCE COMPANY and DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby certify that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in this Power of Attorney are in force as of the date of this Certification.

This Certification is executed in the City of Cleveland, Ohio, this March 19, 2023.

DocuSigned by:
By:  Barry W. Moses, Assistant Secretary



POA No. N/A

DocuSign Envelope ID: 3352BFD6-5E9D-4796-837E-C1E455E6530F



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/27/2023

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 CAL-KOR Insurance Services 3255 Wilshire Blvd Ste 1500 Los Angeles CA 90010		CONTACT NAME: mktidir PHONE (A/C, No, Ext): (213) 387-5000 FAX (A/C, No): (213) 388-8595 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: United National Insurance Company	
		INSURER B: Scottsdale Insurance Company	
		INSURER C: SCIF	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED Loengreen Inc. 4728 Commonwealth Avenue La Canada CA 91011		NAIC # 13064 41297 35076	

COVERAGES **CERTIFICATE NUMBER:** CL2311852396 **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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	CSC0000359	01/14/2023	01/14/2024	EACH OCCURRENCE \$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMPI/OP AGG \$ 2,000,000
							\$
	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						COMBINED SINGLE LIMIT (Ea accident) \$
							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 <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 25,000	Y	Y	XBS0174870	01/14/2023	01/14/2024	EACH OCCURRENCE \$ 5,000,000
							AGGREGATE \$ 5,000,000
							\$
C	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	Y	92441452023	01/12/2023	01/12/2024	PER STATUTE OTH-ER
	E.L. EACH ACCIDENT \$ 1,000,000						
	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000						
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Pollution Liability	Y	Y	CSC0000359	01/14/2023	01/14/2024	Each Occurrence \$ 1,000,000
							Aggregate \$ 1,000,000

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

* 30-day notice for cancellation or non-renewal of any policies above. The certificate holder is named as additional insured.

CERTIFICATE HOLDER

City of Placentia
401 East 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



© 1988-2015 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/27/2023

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.

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PRODUCER Y W Kim Inc. dba Vegas Insurance Group - NV 6376 Spring Mountain Road Suite 7 Las Vegas NV 89146		CONTACT NAME: Se Kim PHONE (A/C, No, Ext): (702) 331-7500 E-MAIL ADDRESS: vegasinsurance83@gmail.com FAX (A/C, No): 7023317503	
INSURED Loengreen Nv LLC 6268 Spring Mountain Rd #110C Las Vegas NV 89146		INSURER(S) AFFORDING COVERAGE INSURER A: UNITED FNCL CAS CO INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 11770	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		01598261	01/05/2023	01/05/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED 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	N/A				PER STATUTE OTH-ER 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)

CERTIFICATE HOLDER ADDED AS ADDITIONAL INSURED

CERTIFICATE HOLDER City of Placentia 401 East 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 SE WON KIM

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
Any person or organization to whom the Named Insured has agreed by a fully executed written contract that such person or organization be added as an Additional Insured, but only with respect to operations performed by or on behalf of the Named Insured and only with respect to occurrences subsequent to the making of such fully executed written contract otherwise covered by this insurance	Where specified by fully executed written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

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

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

POLICY NUMBER: CSC0000359

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 CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization to whom the Named Insured has agreed by a fully executed written contract that such person or organization be added as an Additional Insured for Completed Operations Coverage, but only with respect to operations performed by or on behalf of the Named Insured and only with respect to occurrences subsequent to the making of such fully executed written contract otherwise covered by this insurance.	Where specified by fully executed written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

However:

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

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

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

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE
PART LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

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

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

This endorsement, effective: 01/14/2023
(at 12:01 A.M. standard time at the address of the Named Insured as showing in the
Declarations) forms a part of Policy No: CSC0000359
Issued to: Loengreen Inc. dba Loengreen NV LLC
By: United National Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART**

The following is added to **SECTION IV-CONDITIONS, Paragraph 8. Transfer Of Rights Of Recovery
Against Others To Us:**

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" and included in the "products completed operations hazard" provided you have agreed to do so in writing in a contract or agreement with that person or organization.

All other terms and conditions of the policy apply.

RESOLUTION NO. R-2023-55

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING A BUDGET AMENDMENT IN FISCAL YEAR 2023-24 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 2023-24 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 2023-24, via Resolution No. R-2023-42, 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
General Fund	FY 22-23 Carryforward	Public Works	0010-3001	\$4,504,404.84	Decrease
General Fund	FY 22-23 Carryforward	Public Works	105213-6850	\$4,504,404.84	Increase

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 11th DAY OF JULY 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 11th day of July 2023 by the following vote:

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

Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR / PUBLIC SERVICES & INFRASTRUCTURE

DATE: JULY 11, 2023

SUBJECT: **ACCEPTANCE OF CONSTRUCTION WORK, NOTICE OF COMPLETION AND APPROVAL OF CONTRACT CHANGE ORDER NO. 3 FOR PHASE I OF THE PLACENTIA PUBLIC SAFETY CENTER PROJECT, CITY PROJECT NO. 5213**

FISCAL IMPACT:	EXPENSE: \$1,324,000.00	ORIGINAL CONSTRUCTION CONTRACT
	\$ 445,921.61	CONTRACT CHANGE ORDERS
	<u>\$1,769,921.61</u>	TOTAL CONSTRUCTION COST
	BUDGETED: \$ 6,250,000	<u>FY 23-24 CIP PROJECT BUDGET</u>

SUMMARY:

On January 10, 2023, the City Council approved a construction contract with TTS Engineering, Inc., to construct Phase I of the Placentia Public Safety Project. The construction portion of this phase of the project has been completed and a Notice of Completion is presented to the City Council for its consideration and approval. During the course of construction, three (3) contract change orders were needed as a result of a number of unforeseen conditions encountered during the course of construction. This action concludes the Project and authorizes the filing of the Notice of Completion with the County Clerk-Recorder's Office.

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Accept the work performed by TTS Construction, Inc., for Phase I of the Placentia Public Safety Center Project, City Project No. 5213 for a grand total amount of \$1,769,921; and
2. Authorize the City Administrator to approve Contract Change Order No. 3 in the amount of \$328,755.43; and
3. Authorize the City Administrator to file a Notice of Completion with the Orange County Clerk-Recorder's Office for the Project; and
4. Authorize the City Administrator to release retention funds in accordance with the terms of the contract.

1.k.
July 11, 2023

STRATEGIC PLAN STATEMENT:

This agenda item conforms to Strategic Planning Goal and Objective 5.4, Construct the Placentia Public Safety Center.

DISCUSSION:

On January 10, 2023, the City Council approved a contract with TTS Engineering, Inc., to construct Phase I of the Placentia Public Safety Center. The scope of work for this phase of the project entails demolition and grading of the project site, subsurface utilities and storm drain systems, construction of a new retaining wall system and the foundation for the steel Butler Building. During the course of construction, there were a number of unknown conditions discovered during excavation work that resulted in changes to and extension of utility routes, removal of abandoned structures, changes to footing depths, installation of temporary power generators to keep the City Yard building and CNG Station energized during this phase of construction, and repair of subsurface utility lines. The first two change orders were approved by the City Administrator under his administrative approval limit with the third and final contract change order presented to the City Council for its consideration and approval.

This phase of the project has been completed to the satisfaction of the City's construction management team and City staff. This action concludes the Project and authorizes filing a Notice of Completion with the Orange County Clerk-Recorder's Office in the amount of \$1,769,921.61 and starts the 30-day window to file claims against the contractor's retention payment.

FISCAL IMPACT:

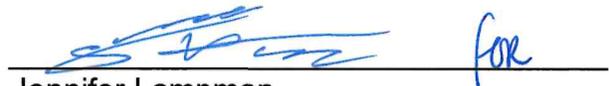
The final cost to construct Phase I of the Placentia Public Safety Center amounts to \$1,769,921.61. A total of \$6,250,000 has been budgeted thus far for this project and sufficient funds exist for the recommended actions.

Prepared by:



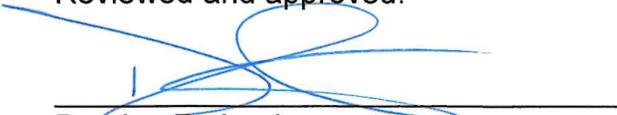
Luis Estevez
Deputy City Administrator

Reviewed and approved:



Jennifer Lampman
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Contract Change Order #3
2. Notice of Completion

Contract Change Order No.3

Placentia Public Safety Center Phase 1

City of Placentia

TTS Engineering, Inc.

JN: 2022-23

You are hereby directed to make the herein described changes from the plans and specifications or to do the following described work not included in the plans and specifications on this contract:

Description of work done, estimate of quantities and prices to be paid.

- 1 This Change Order provides:
 - a) Extra work as listed in Exhibit A and the detailed COR #23301-06, #23301-07, #23301-08, #23301-09, #23301-10, #23301-11, #23301-12, #23301-13, #23301-14, #23301-15, #23301-16, #23301-17, #23301-18, #23301-19, #23301-20, and COR #23301-21 in the attachments.

- 2 This Change Order came about from:
 - a) Due to the need for Contractor to A) add linear feet to the proposed sewer line per revised sheet C-6, B) perform additional exploratory work for the existing fire water line, C) mitigate site damage due to excessive rains, D) add footings to the Butler foundation design, E) install electrical and plumbing stub ups in the Butler slab, F) run SCE line deeper per revised SCE plans, G) install additional linear footage to SCE lines per revised SCE plans, H) install new manholes per RFI #7, I) MWD sewer investigation and repair damage to an unmarked fire water line, J) install more linear feet to the fire and domestic water lines based on actual locations vs. what is shown on plan, K) adjust sewer lines in Butler pad per conflict with footings, L) remove and dispose of abandoned slurry-filled vault, M) rent the generator past the original 56 days, N) extend General Conditions, O) adjust concrete forms due to stair relocation, and P) excavate footing pads further due to anchor bolt depth adjustment.

- 3 Action to be taken:
 - a) The Contractor was directed to perform the additional work items accordingly.

- 4 Compensation

a)	Adjustment of Line Items exceeding 25%	\$	-
b)	Extra work	\$	328,755.43
d)	Credits	\$	-
Total			\$ 328,755.43

- 5 Contract Time Extension
 - a) *It is agreed that there has been delay to the project. The time extension has been agreed at 13 working days. The end date is now 6/23/23.*

In addition to work specified in the bid specifications, this change order includes all extra work, field adjustments and credits. This work is an Contractor initiated change and includes all labor, equipment, materials, and supervision and Administration.

CHANGE TO CONTRACT COST:		CHANGE TO CONTRACT TIME:
Contract Amount:	\$1,324,000.00	13 Working Days
Previous CCOs:	\$ 117,166.18	
Adjustment of Line Items Exceeding 25%	\$ -	
Total Extra Work	\$ 328,755.43	
Total Field Adjustments	\$ -	
Total Credits	\$ -	
Changes in Line Items:	\$ 445,921.61	
Current Contract price:	\$ 1,769,921.61	

Prepared by:  _____
 Danny Kaye, Senior Project Manager, Totum Consulting

Recommended: _____
 Project Manager, City of Placentia

Recommended: _____
 Luis Estevez, P.E., Director of Public Works/ City Engineer, City of Placentia

Approved by: _____
 Damien Arrula, City Manager, City of Placentia

We, the undersigned contractor, have given careful consideration to the change proposed and hereby agree, if this proposal, is approved, that we will provide all equipment, furnish all materials, except as may otherwise be shown above

Kyle Wagner 
Digitally signed by Kyle Wagner
 DN: cn=Kyle Wagner, o=TTS Engineering, ou=115
 Date: 2023.06.27 13:20:47-0700

Accepted: _____
 Kyle Wagner, Project Manager, TTS Engineering, Inc.

If the Contractor does not sign acceptance of this order, his attention is directed to the requirements of the specifications as to proceeding with the ordered work and filing a written protest within the time therein specified.

CCO No.3 Exhibit 'A'

Placentia Public Safety Center Phase 1

Owner: City of Placentia

Contractor: TTS Engineering, Inc.

RBF JN: 2019-20

PCO No., EW, or CREDIT	Description	Bid	Actual	%	Comments	CREDIT	EXTRA
23301-06	Added sewer per revised C-6 EXCLUDES MWD			4.6%	See attached PCO	-	\$ 60,252.88
23301-07	Extra exploratory work for fire water per RFI-06			1.8%	See attached PCO		\$ 23,447.94
23301-08	Rain water mitigation / removal. Negotiated			1.0%	See attached PCO		\$ 12,867.31
23301-09	Added Footings			2.7%	See attached PCO		\$ 35,868.74
23301-10	Interior plumbing & electric			1.8%	See attached PCO		\$ 23,385.16
23301-11	SCE redesign changes, added depth			0.6%	See attached PCO		\$ 7,778.13
23301-12	Added conduit SCE			1.4%	See attached PCO		\$ 19,019.12
23301-13	Storm drain manholes RFI#17			0.7%	See attached PCO		\$ 9,373.35
23301-14	Repair Fireline MWD Building			1.3%	See attached PCO		\$ 17,684.76
23301-15	Added fire and water line			1.7%	See attached PCO		\$ 22,235.17
23301-16	Move sewer inside building			1.8%	See attached PCO		\$ 23,633.53
23301-17	Remove slurry filled abandoned vault			0.9%	See attached PCO		\$ 11,300.81
23301-18	Added generator rental			3.8%	See attached PCO		\$ 50,000.00
23301-19	General Conditions due to delays #2			0.2%	See attached PCO		\$ 3,290.17
23301-20	Adjust forms due to stair relocation			0.3%	See attached PCO		\$ 4,087.02
23301-21	Additional pad footing excavation			0.3%	See attached PCO		\$ 4,531.34
Sum of Line Item Adjustments						\$ -	\$328,755.43
Cost of Line Item adjustments						\$ 328,755.43	

Change in Contract Cost \$ 328,755.43

Project Cost	\$1,324,000.00		Sub Δ	\$ 328,755.43
10% of Project Cost \$	132,400.00		% Δ	24.83%



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR / PUBLIC SERVICES & INFRASTRUCTURE

DATE: JULY 11, 2023

SUBJECT: **ACCEPTANCE OF CONSTRUCTION WORK AND NOTICE OF COMPLETION FOR THE CITYWIDE TRAFFIC SAFETY IMPROVEMENT PROJECT, CITY PROJECT NO. 2908**

FISCAL IMPACT:

EXPENSE:	\$ 1,283,450.00	ORIGINAL CONSTRUCTION CONTRACT
	\$ 43,973.85	APPROVED CHANGE ORDERS
	<hr/>	<hr/>
	\$ 1,327,423.85	TOTAL CONSTRUCTION COST

BUDGETED: \$ 1,567,742.47 FY 2021-22 & 2022-23 CIP PROJECT BUDGET

SUMMARY:

On July 20, 2021, the City Council awarded a construction contract in the amount of \$1,283,450 to Baker Electric, Inc. (Baker) for the Citywide Traffic Safety Improvement Project. The project includes traffic signal safety enhancements at five (5) intersections throughout the City, that was fully funded by the federal Cycle 9 Federal Highway Safety Improvement Program ("HSIP").

The California Department of Transportation (Caltrans) is the agency tasked with overseeing the administration of Federal transportation grant funds throughout the State. There were a number of change orders issued for this project that total \$75,625.79. These change orders covered a number of unforeseen conditions that were encountered during construction. The total balance on all of the change orders approved by the City in addition to the bid item adjustments and applied Liquidated Damages (LDs) amount to \$43,973.85, which was under 10% and as such, was within the City Administrator's approval limit. All work by Baker has successfully been completed and this action concludes the project and authorizes filing a Notice of Completion with the Orange County Clerk-Recorder's Office in the amount of \$1,327,423.85.

RECOMMENDATION:

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

1. Accept the work performed by Baker Electric, Inc. for construction of the Citywide Traffic Signal Improvement Project (HSIP Cycle 9) for a total amount of \$1,327,423.85; and

1.1.
July 11, 2023

2. Authorize the City Administrator to file a Notice of Completion with the Orange County Clerk-Recorder's Office for the Project; and
3. Authorize the City Administrator to release retention funds in accordance with the terms of the contract.

STRATEGIC PLAN STATEMENT:

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

DISCUSSION:

On December 20, 2018, Caltrans approved the City's grant application to the Federal HSIP for Cycle 9 funding that provides 100% funding for traffic safety improvements at five (5) intersections throughout the City. Caltrans is the agency tasked with overseeing the administration of Federal transportation grant funds throughout the State. On July 20, 2021, the City Council awarded a construction contract to Baker Electric, Inc. for this project in the amount of \$1,283,450. The proposed traffic safety improvements included signal hardware updates, the addition of protected left-turn signals, LED intersection safety lighting improvements, larger and more visible signal lenses, and other physical improvements to the roadway.

Through the course of construction, there were ten (10) change orders issued for this project that total \$75,625.79. The change orders were for additional accessible curb ramps and reflective traffic signal back plates that were not part of the original bid received from Baker, and a number of unforeseen underground conditions that were encountered during construction. Aside from the change orders, there were credits to the city for reduced quantities of some bid items, as well as applying liquidated damages in the amount of \$500 per day for delays over the contract completion date. The final balanced change order was in the amount of \$43,973.85, which was less than 10% of the total contract amount and was approved by the City Administrator under his administrative approval limit. The total construction cost of this work amounts to \$1,327,423.85. This amount includes the bid received by Baker in the amount of \$1,283,450 and balanced change orders in the amount of \$43,973.85. This action concludes the Project and authorizes filing a Notice of Completion with the Orange County Clerk-Recorder's Office in the amount of \$1,327,423.85.

FISCAL IMPACT:

The final construction cost for this work amounts to \$1,327,423.85. This cost consists of the bid received from Baker in the amount of \$1,283,450 and balanced change orders in the amount of \$43,973.85, which was administratively approved by the City Administrator, as the City Council authorized him to approve change orders up to 10% of the construction contract. Sufficient funds are budgeted and available in the carryforward Fiscal Year ("FY") 2022-23 Capital Improvement Program Budget to cover this expense. As such, sufficient funds exist for the recommended actions.

Prepared by:



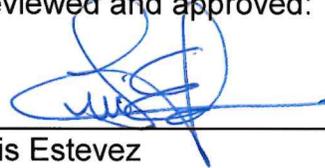
Kyra Tao
Transportation Manager

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:

Notice of Completion

<p>RECORDING REQUESTED BY</p> <p>AND WHEN RECORDED MAIL TO</p> <div style="border: 1px solid black; padding: 5px; margin: 10px auto; width: 80%;"> <p>Name City Clerk</p> <p>Street City of Placentia</p> <p>Address 401 E. Chapman Ave.</p> <p>City & Placentia, CA 92870</p> <p>State</p> </div>	
--	--

SPACE ABOVE THIS LINE FOR RECORDER'S USE
Free Recording Per Government Code Section 27383 & 6103.

City Council Approval:

Interim Deputy City Clerk

NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion. (See reverse side for Complete requirements.)

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is City of Placentia
3. The full address of the owner is 401 East Chapman Avenue
Placentia, CA 92870
4. The nature of the interest or estate of the owner is: In fee.
N/A
(If other than fee, strike "In fee" and insert, for example, "purchaser under contract of purchase," or "lessee")
5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:

NAMES	ADDRESSES
<u>N/A</u>	
6. A work of improvement on the property hereinafter described was completed on June 23, 2023. The work done was:
Citywide Traffic Signal Improvements Project - This work included signal hardware updates, the addition of protected left-turn signals, LED intersection safety lighting improvements, larger and more visible signal lenses, and other physical improvements at five intersections throughout the City.

The name of the contractor, if any, for such work of improvement was Baker Electric Inc.

7. 1298 Pacific Oaks Place, Escondido, CA 92029 07/20/2021
(If no contractor for work of improvement as a whole, insert "none".) (Date of Contract)

8. The property on which said work of improvement was completed is in the city of Placentia
County of Orange, State of California, and is described as follows: Citywide Traffic Signal Improvements Project

9. The street address of said property is "none"
(If no street address has been officially assigned, insert "none".)

Dated: July 11, 2023
Verification for Individual Owner

Signature of owner or corporate officer of owner
named in paragraph 2 or his agent

VERIFICATION

I, the undersigned, say: I am the City Administrator, Damien R. Arrula the declarant of the foregoing
("President of", "Manager of", "Owner of", etc.)

Notice of completion; I have read said notice of completion and know the contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on July 11, 2023, at Placentia, California.
(Date of Signature.) (City where signed.)

(Personal signature of the individual who is swearing that the contents of the notice of completion are true.)



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF HUMAN RESOURCES

DATE: JULY 11, 2023

SUBJECT: **RESOLUTION TO ADOPT A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PLACENTIA AND THE PLACENTIA CITY EMPLOYEES' ASSOCIATION**

FISCAL
IMPACT:

FISCAL YEAR 2023-24	\$ 738,872	(Estimated)
FISCAL YEAR 2024-25	\$ 416,036	(Estimated)
TOTAL	\$1,154,908	

SUMMARY:

The City and the Placentia City Employees' Association (PCEA) have engaged in good faith labor negotiations and have reached terms on the wages, hours, and working conditions for their respective employees.

RECOMMENDATION:

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

1. Adopt Resolution R-2023-58 approving the terms between the City and the Placentia City Employees' Association (PCEA); and
2. Adopt Resolution No. R-2023-59, A Resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2023-24 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 execute a Memorandum of Understanding (MOU) based upon the terms for PCEA on behalf of the City, in a form approved by the City's Labor Counsel.

STRATEGIC PLAN STATEMENT:

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

1.m.
July 11, 2023

DISCUSSION:

The MOU between the City and the PCEA expired on June 30, 2023. City representatives have been in discussion with the labor group representatives during the past six months. Based upon City Council direction and with cooperation from the bargaining units, the negotiations process has been successfully completed between the City and the PCEA.

The terms for this MOU include the following compensation and benefit adjustments:

1. Term: July 1, 2023 – June 30, 2025
2. Compensation: 5% market rate adjustments for PCEA classifications effective the full pay period of July 2023 and 5% effective the full pay period of July 2024.
3. One-Time Compensation: All employees in paid status as of the approval and adoption of the MOU will receive a one-time 5%, non-PERsable bonus, based upon adjusted wages as of July 2023.
4. Holiday Closure: continue Holiday leave for the holiday closure for the term of the agreement.
5. Temporary upgrade pay adjusted from 5.4% to 5% to be consistent with other special assignment pays.
6. Add Public Safety Dispatchers and Dispatch Supervisors to Uniform Cleaning Allowance.
7. POST Certification pay for Public Safety Communication Dispatchers: \$250 per year for Intermediate Certificate, \$500 per year for Advanced Certificate.
8. Standby compensation increased from \$150 to \$250 per week.
9. Boot allowance for eligible employees increased from \$225 to \$325 per year.
10. Bereavement leave increased from 3 days to 5 days.
11. The City and Association agree to work with a City-wide committee to review and make recommendations for a revised Alternative Health and Wellness (AHW) program.
12. The City and Association agree to work with a City-wide committee for development of an employee paid, pre-funded post-employment retirement benefit program for employees hired after 1995.
13. Fair Labor Standards Act Compensation Time Off (FLSA CTO) accruals capped at a maximum of 195 hours effective the end of the contract term.

FISCAL IMPACT:

The total cost for the market rate adjustments is estimated to be:

	Fiscal Year 23-24	Fiscal Year 24-25
Salary Increases	\$508,748	\$405,861
Increase Boot Allowance	\$3,725	\$0
Add Public Safety Dispatchers and Dispatch Supervisors to Uniform Cleaning Allowance	\$1,250	\$0
5% One Time Payment (Base rate)	\$219,949	\$0
Increase standby Pay	\$5,200	\$0
Total	\$738,872	\$416,036

Funding for wage increases included in the FY23/24 Adopted Budget. Funding for One-time payment proposed to come from unassigned fund balance.

Prepared by:



Alice Burnett
Director of Human Resources

Reviewed and approved:



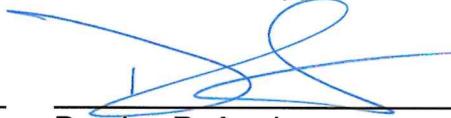
Jennifer Lampman
Director of Finance

Reviewed and approved:



Rosanna Ramirez
Deputy City Administrator

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Resolution No. R-2023-58
2. Memorandum of Understanding
3. Resolution No. R-2023-59 – Budget Amendment

RESOLUTION NO. R-2023-58

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PLACENTIA, CALIFORNIA APPROVING A MEMORANDUM
OF UNDERSTANDING FOR THE PLACENTIA CITY
EMPLOYEES' ASSOCIATION FOR THE PERIOD JULY 1,
2023, THROUGH JUNE 30, 2025**

WHEREAS, pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code Section 3500 et seq.) the Director of Human Resources as designated lead negotiator has met and consulted in good faith with the representatives of the Placentia City Employees' Association (Association) on matters relating to wages, hours, and other terms and conditions of employment; and

WHEREAS, said representatives of the City and the Association have reached tentative agreement and have jointly prepared a written MOU which is attached to this resolution and incorporated herein; and

WHEREAS, such agreement is within the parameters established by the City Council for an agreement with the Association; and

WHEREAS, the City Council finds that the terms and conditions of this agreement are proper and in the best interest of the City.

The City Council of the City of Placentia does hereby resolve as follows:

Section 1: The Memorandum of Understanding for the Placentia City Employees' Association dated July 1, 2021, is hereby repealed. All previous and conflicting Memorandum of Understandings adopted for this purpose either by Resolution or by Minute order are repealed.

Section 2: This Resolution provides for salaries, benefits and other terms and conditions of employment applicable to the Placentia City Employees' Association as listed in the attached Memorandum of Understanding (Exhibit A).

Section 3: The Memorandum of Understanding applicable to the Placentia City Employees' Association effective July 1, 2023, and attached hereto is approved.

APPROVED and ADOPTED this 11th day of July 2023.

Ward L. Smith, Mayor

ATTEST:

Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert S. McKinnell, City Clerk of the City of Placentia do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 11th day of July 2023 by the following vote:

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

Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney



MEMORANDUM OF UNDERSTANDING

Between

THE CITY OF PLACENTIA
(CITY)
and
PLACENTIA CITY EMPLOYEES' ASSOCIATION
(PCEA)

July 1, 2023 – June 30, 2025

No. PCEA 23-25
Adopted July 11, 2023, Resolution No. _____

PREAMBLE

The wages, hours and conditions of employment that are set forth in this Memorandum have been discussed and jointly proposed by and between the City of Placentia (hereinafter called "CITY") and the Placentia City Employees' Association (hereinafter called "PCEA") and shall apply to all the employees of CITY working in the job classes set forth in Appendix "A".

The terms and conditions of employment that are set forth in this Memorandum have been discussed in good faith between representatives of CITY and PCEA. PCEA has recommended and its members have ratified all of the terms and conditions of employment as set forth herein. Staff officials of CITY recommend to the Placentia City Council that the terms and conditions of employment as set forth herein be implemented by resolution of the City Council. Upon the adoption of such a resolution, all the terms and conditions of this Memorandum so incorporated shall become effective without further action by either party.

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ARTICLE I - PCEA RECOGNITION

CITY hereby recognizes PCEA as the representative for all its members to the fullest extent allowable under California law applying to public employees. During the term of this Memorandum, no substantive issue of representation shall be raised contrary to this recognition; except that, during a period of time not more than ninety (90) days and not less than sixty (60) days prior to the termination of this Memorandum, any other representative may seek the status of recognition for the purpose of meeting and conferring on behalf of some or all of the employees covered by this Memorandum of Understanding (MOU). Nothing contained herein shall restrict the right of any employee to discuss individual problems of employment with CITY, provided that, upon request of the employee, the PCEA shall be kept informed and have the right to be present at all such meetings between CITY and the individual. Classifications represented by PCEA are listed in Appendix A of this MOU.

ARTICLE II - ASSOCIATION MEMBERSHIP & DUES

Upon written notice from the Association that the employee has authorized dues deduction, membership dues will be automatically deducted from an employee's pay and forwarded by the City to PCEA and OCEA pursuant to the written request for the distribution of deductions. Dues deductions begin at the beginning of the pay period following the City's receipt of notice from the PCEA.

ARTICLE III - COMPENSATION

Salary ranges for represented job classes in the bargaining unit shall be set forth in Appendix "A" attached to this MOU.

A. Compensation Adjustments

1. Effective the first full pay period following July 1, 2023, the salary range will be increased by five percent (5%). Individuals will receive an adjustment of five percent (5%) related to the change in the salary schedule.
2. Effective the first full pay period following July 1, 2024, the salary range will be increased by five percent (5%). Individuals will receive an adjustment of five percent (5%) related to the change in the salary schedule.

B. One-Time Compensation

All employees in paid status as of the approval and adoption of the MOU will receive a one-time, five percent (5%), non-PERSable compensation payment at base rate of pay.

C. Advancement Through The Salary Schedule

Unit employees are eligible to advance one-step in the salary schedule after 6 months at Step A. Employees hired at a step above Step A, or after reaching Step B, are eligible to advance one-step in the salary schedule after 12 months of service in the current step and with satisfactory job performance. For example, employees hired at Step B are eligible for movement to Step C after 12 months of City service and upon receipt of a performance evaluation that identifies that the employee meets all job standards.

D. Salary on Promotion

Any unit employee promoted from one job class to a higher job class shall be placed at a salary step in the range of the higher job class which provides not less than a 5.4% salary increase.

E. Exceptional Merit Performance Pay

Effective January 1 of each year, certain employees in the general employee unit whose work performance is exceptionally meritorious and who have reached the "E" step of the salary range for their job class, may be designated by the appointing authority to receive Exceptional Merit Performance Pay differential of 5% above their regular salary rate. Such employees shall be so designated one year at a time and shall continue to receive the differential only if re-designated for each subsequent year.

The selection of employees to receive Exceptional Merit Performance Pay shall be at the sole discretion of the appointing authority of the City of Placentia. No issue of individual merit under this Section shall be subject to Grievance Procedures or Grievance Arbitration.

F. Payroll Processes

Unit employees will be paid on a bi-weekly basis.

G. Class and Compensation Study

The City shall conduct and complete a classification and compensation study of all PCEA represented classifications no later than December 31, 2024. Results from the market study shall be subject to meet and confer as part of any successor MOU negotiations (for the contract beginning on July 1, 2025).

ARTICLE IV-SPECIAL ASSIGNMENT PAY

A. Temporary Upgrade Pay

Unit employees assigned to work in a higher classification for more than five consecutive days will receive a pay differential applied to their base rate of pay as temporary upgrade pay when assigned to perform the full range of duties in the higher classification.

- Effective the beginning of the pay period following City Council approval of the MOU, the pay differential shall decrease from 5.4% to 5% to be consistent with other special assignment pays in this Article.

The parties agree, that to the extent permitted by law, the City shall report temporary upgrade pay for “classic” employees as special compensation to CalPERS pursuant to CCR §571 (a)(3) Temporary Upgrade Pay. “New Members” as defined under the Public Employee Pension Reform Act (PEPRA) may receive the pay but it is not reportable as special compensation to CalPERS.

B. Longevity Pay

Unit employees who have completed fifteen (15) years of service with the City of Placentia shall receive longevity pay of five percent (5%) of their base rate of pay for regular scheduled hours.

The parties agree, that to the extent permitted by law, the City shall report longevity pay as special compensation to CalPERS pursuant to CCR §571 (a)(1) and CCR §571.1 (b)(1) Longevity Pay.

C. Shift Differential

Unit employees (except employees assigned to the Public Safety Communications Center) who are regularly assigned to the night shift will receive a shift differential of five percent (5%) of their base rate of pay for regular scheduled hours worked on the night shift.

Employees assigned to the Public Safety Communications Center who are scheduled to work the night shift shall receive a differential of five percent (5%) of their base rate for all hours worked on the night shift.

For employees assigned to the Public Safety Communications Center, night shift shall be defined as all hours worked between 6 p.m. – 6 a.m.

The parties agree, that to the extent permitted by law, the City shall report shift differential pay as special compensation to CalPERS pursuant to CCR §571 (a)(4) and CCR §571.1 (b)(3) Shift Differential.

D. Public Safety Dispatcher — Lead Public Safety Dispatcher Assignment

A Public Safety Dispatcher who is regularly assigned to serve as a Lead Public Safety Dispatcher will receive Lead Worker Assignment Pay of five percent (5%) of their base rate of pay for regular scheduled hours worked in the lead assignment.

The parties agree, that to the extent permitted by law, the City shall report lead worker pay as special compensation to CalPERS pursuant to CCR §571 (a)(4) and CCR §571.1 (b)(3) Lead Worker.

E. Public Safety Dispatcher - Training Pay

A Public Safety Dispatcher who is assigned to train another Public Safety Dispatcher will receive Training Assignment Pay of five percent (5%) of their base rate of pay for all hours worked.

The parties agree, that to the extent permitted by law, the City shall report training pay as special compensation to CalPERS pursuant to CCR §571 (a)(4) and CCR §571.1 (b)(3) Training Premium.

F. Public Safety Dispatcher - POST Certification Pay

Public Safety Communication Dispatchers in possession of an Intermediate POST certificate will receive an annual payment of \$250 paid the first pay period in July.

Public Safety Communication Dispatchers in possession of an Advanced POST certificate will receive an annual payment of \$500 paid the first pay period in July.

It is the responsibility of the employee to provide proof of certification to Human Resources prior to the last period in June.

G. Bilingual Pay

1. Certain employees who have the ability to communicate in a language in addition to English, and who occupy positions in which said ability is regularly used, may be designated by the City Administrator to receive Bilingual Pay of \$175 per month.

2. The designation of employees to receive Bilingual Pay shall be at the sole discretion of the City Administrator of the City of Placentia. The department head shall recommend to the City Administrator employees who should be considered for bilingual pay. Prior to receiving Bilingual Pay, designated employees must pass an objective testing process selected by the City demonstrating bilingual ability.

3. The parties agree, that to the extent permitted by law, the City shall report bilingual pay as special compensation to CalPERS pursuant to CCR §571 (a)(4) and CCR §571.1 (b)(3) Bilingual Pay.

H. Hazardous Clean-up

The parties agree to develop a policy related to hazardous clean-up assignments. CITY agrees that unit employees will not be required to respond to hazardous clean-ups without proper training or appropriate personal protective equipment (PPE).

ARTICLE V - WORK SCHEDULES AND HOURS OF WORK

A. Work Schedules & Hours of Work

Unit employees (except Public Safety Dispatcher) are assigned a 4/10 work schedule. The work schedule includes four consecutive ten-hour workdays followed by three consecutive days off (unless otherwise noted). Each employee has a seven-day FLSA workweek.

Hours of work are assigned as follows:

- Maintenance: 6:00 a.m. - 4:30 p.m., Monday - Thursday - (1/2 hour unpaid lunch)
- Custodians: 1:00 p.m. — 11:30 p.m., Monday — Thursday — (1/2 hour unpaid lunch)
- PD PSO: 6:00 p.m. — 4:00 a.m. or 8:00 a.m. – 6:00 p.m. (1/2 hour paid lunch)
- PD Property Technician and Police Services Supervisor – Property - 6:00 a.m. -4:30p.m. (1/2 hour unpaid lunch)
- Parking Control Officer - 7:00 a.m. – 5:00 p.m. Sun., Mon., Wed., and Friday) (1/2 hour paid lunch)

All Other Unit Employees:

- 7:15 a.m. - 6:15 p.m., Monday - Thursday - (1 hour unpaid lunch)

Employees receiving a paid lunch must remain at the worksite to be available to respond or continue working when staffing is needed.

All other work schedules or hours of work would require the Alternative Work Schedule Request Form to be submitted and approved by the City Administrator.

B. Public Safety Dispatch Work Schedule

1. Public Safety Dispatchers and the Police Services Supervisor - Dispatch may be assigned to the 4/10 or the 3/12 work schedule.
 - a. The 4/10 work schedule includes four consecutive ten-hour workdays followed by three consecutive days off in each workweek.

- b. The 3/12 work schedule includes three consecutive 12 hour shifts in each workweek. In alternate workweeks, employees work an eight-hour day. The seven-day FLSA workweek begins four hours into the alternating eight-hour workday.
 - c. When feasible, the City may offer either work schedule to unit employees or may elect to have all Public Safety Dispatchers work the same work schedule.
 - d. Public Safety Dispatchers and the Dispatch Supervisor have a paid thirty-minute meal period. The City may purchase meals for dispatch employees when funding is available in the City budget.
 - e. Hours of work for each work schedule are determined by the Public Safety Communications Supervisor and Deputy City Administrator. Public Safety Dispatchers may sign up for work shifts under the following guidelines:
 - i. Shift sign-ups are available based on seniority within the Public Safety Dispatcher classification.
 - ii. When there is a dispute regarding shift assignment or shift availability, seniority shall be considered as the predominant deciding factor in shift assignment.
 - iii. The Public Safety Communications Supervisor retains discretion to modify shift selection/assignment when he/she believes the shift assignments should be changed to ensure adequate distribution of dispatch experience and allocation of staff to best serve the public.
2. In order to ensure adequate notification for mandatory overtime, PCEA agrees that all Public Safety Dispatchers shall submit requests for PTO time off at least two (2) weeks in advance of time off requested.
3. To fill mandatory overtime slots to meet minimum staffing requirements, PCEA agrees to the following priority list for overtime sign-up:
- a. Relief Public Safety Dispatchers - Overtime will be offered first to part-time "Relief Public Safety Dispatchers"; then if overtime slots are not adequately filled,
 - b. Full-Time Public Safety Dispatchers - Overtime will be offered to full-time Public Safety Dispatchers; then if overtime slots are not adequately filled,
 - c. Full-Time Public Safety Dispatcher or Supervisor Mandate.
4. To fill overtime using full-time Public Safety Dispatchers, PCEA agrees to follow Department Policy regarding emergency hire back.
5. Public Safety Dispatchers who are scheduled to work an Overtime shift and subsequently have the Overtime shift cancelled with less than 24-hours' notice shall receive two (2) hours of regular pay for each occurrence.

6. The members of PCEA agree to cooperate to the fullest possible extent in voluntary sign-up for "hireback" and other overtime. Work scheduling shall be at the sole discretion of CITY, after consulting with PCEA.
7. Shift rotation shall be conducted in accordance with Department policy.
8. CITY and PCEA representatives shall work on the development of a policy to memorialize a process for shift trades.

C. Public Safety Dispatch Working Group

City and PCEA agree to establish a working group to meet quarterly to discuss issues impacting Public Safety Dispatchers including staffing and break coverage. The working group will include the Public Safety Communications Manager and/or Deputy City Administrator, PCEA's representative and up to two Public Safety Dispatchers.

D. Rest Periods

All bargaining unit employees shall be entitled to a fifteen (15) minute rest period for each four (4) hours of their work shift when feasible. The scheduling of the rest breaks shall be the responsibility of the employee's supervisor. Rest periods cannot be combined or used at the beginning/end of the work shift.

ARTICLE VI - STANDBY AND CALL BACK

A. Maintenance Division Standby

1. The purpose of standby is to provide immediate response capability in case of unexpected call-out for maintenance, repair or restoration of public facilities, or removal of hazardous object, requiring action by maintenance forces of the Maintenance Services Department.
2. The operation of the Maintenance Services Department will be scheduled so as to place Maintenance Workers and Maintenance Crew leaders on a rotating schedule whereby employees serve in a standby capacity during off-duty hours for seven (7) consecutive days. Only one employee from the Maintenance Services Department will be assigned to standby during any such period.
3. City agrees to create a Maintenance Department standby duty schedule consisting of employees who volunteer for standby duty, and to provide a "cell phone" for the Maintenance standby employee. City retains the right to assign mandatory standby duty to any employee in the event insufficient employees volunteer.
4. Assignment of unit employees' personnel to standby status requires the unit employee to be available for and to respond to emergency duty at any time during the seven-(7) day period for which he/she has been assigned. The individual assigned is expected to respond to any emergency call-out which is requested by employee's department supervisor.

5. The employee assigned by the Maintenance Services Department to standby status shall receive standby pay per week for serving seven (7) consecutive days on standby.
 - a. Effective the beginning of the pay period following City Council approval of the MOU, the standby compensation will increase from \$150 to \$250 per week for serving seven (7) consecutive days on standby.
6. If the employee is called out to work overtime while on standby, he/she shall be compensated with overtime for a minimum of two (2) hours. No additional compensation shall be paid for any subsequent call-outs within the original two-hour minimum period. Employees who are reporting back to work to deal with an emergency shall report to their normal workplace. If the employee must be dispatched to another location he/she shall be paid portal to portal.
7. Any employee who is assigned to standby and who fails to respond to an assignment shall be subject to appropriate disciplinary action.

B. Community Services Standby

The Community Services Coordinator assigned to week-end Standby shall receive \$100 for weekend coverage as assigned by the department (typically Thursday – Sunday) and additional \$25 for any assigned holiday.

If the employee is called out to work overtime while on standby, he/she shall be compensated with overtime for a minimum of two (2) hours. No additional compensation shall be paid for any subsequent call-outs within the original two-hour minimum period. Employees who are reporting back to work to deal with an emergency shall report to their normal workplace. If the employee must be dispatched to another location he/she shall be paid portal to portal.

C. Court Standby

In lieu of appearing as shown on a subpoena, all eligible unit employees subpoenaed during off-duty hours may be placed on stand-by status. If a court appearance results from stand-by status, the employee shall be compensated in accordance with the provisions under the Overtime article. If court appearance does not result from stand-by status, the employee shall be compensated at the rate of \$50 for each morning period and an additional \$100 for each afternoon period of such stand-by. If court is called off before Noon, there is no afternoon period stand-by pay.

D. Emergency Call Back

1. An off duty unit employee not assigned to standby duty who is called to emergency duty shall be compensated at the time and one-half rate for a minimum of three (3) hours. No additional compensation shall be paid for any subsequent call outs within the original three (3)-hour minimum period.
2. Employees who are reporting back to work to deal with an emergency shall report to their normal workplace. If the employee must be dispatched to another location, he/she shall be paid portal to portal.
3. City agrees to establish a rotating emergency call-back schedule for Public Safety Dispatchers, via departmental policy.

ARTICLE VII – OVERTIME

A. Overtime Definitions

1. MOU/Contract overtime is defined as hours actually worked over forty hours paid in a seven-day workweek. MOU/Contract overtime is in excess of the FLSA standard of overtime. For example, the eligibility for MOU/Contract overtime is based on hours paid, which may include the use of accrued leave.
2. Fair Labor Standards Act (FLSA) overtime is defined as hours actually worked in excess of forty (40) in a seven (7) day FLSA work period. Hours worked is defined as hours actually worked by the employee. Paid leave does not count as hours worked for determining overtime eligibility.

B. Calculation of Overtime Payment

1. MOU/Contract Overtime will be calculated as 1.5 the base hourly rate of pay.
2. FLSA overtime will be calculated pursuant to the requirements of the Fair Labor Standards Act.

C. Compensatory Time Off

Unit members may elect to receive FLSA Compensatory Time Off (FLSA CTO) in lieu of payment for working FLSA overtime. FLSA CTO hours will be banked on an hour for hour earned basis. The one-half time hours will be paid as earned at the straight time rate. Employees may accrue up to a maximum of two-hundred forty (240) compensatory time off hours.

- Effective June 30, 2025, FLSA CTO accruals are capped at a maximum of one-hundred ninety-five (195) hours.
- Any FLSA CTO accruals over one-hundred and ninety-five (195) by the end of the contract term will be paid at the employees' regular rate of pay.

- Any FLSA CTO banked will be banked in its own FLSA CTO bank.

Employees must provide reasonable notice of at least two weeks when requesting to use compensatory time off. When at least two weeks' notice is provided, the City will not unreasonably deny a request to use comp time. The City may grant the approval of a request to use comp time with less than two weeks' notice, if in doing so, no additional overtime will be created.

Unit employees who are promoted to a higher paying classification will be paid for accrued compensatory time at their regular rate of pay prior to promotion. Upon separation from employment, accrued and unused compensatory time off will be paid at the employees' regular rate of pay.

Leave cash out as outlined in this article may be paid in cash or as a deferred compensation contribution, at the employee's option, within the applicable Internal Revenue Service Limits.

D. Employee Assignments

1. A unit member assigned to attend evening meetings to take minutes will be compensated with a minimum of two hours pay.
2. Supervisors shall not modify regularly scheduled work hours in order to avoid the payment of overtime. Supervisors and employees may agree to modify work schedules by flexing the schedule which may eliminate the payment of overtime.

ARTICLE VIII – RETIREMENT

A. CalPERS Retirement System

All employees covered under this MOU shall be members of the California Public Employees' Retirement System (CalPERS) and are subject to all applicable provisions of the City's contract with CalPERS, as amended.

B. Tier I - PERS 2% @ 55

For Classic Members, hired by the City of Placentia prior to April 2012 the employees will contribute the full seven (7) percent member contribution via payroll deduction.

C. Tier II - PERS 2% @ 60

For Classic Members, hired by the City of Placentia on or after April 2012 the employees will contribute the full seven (7) percent member contribution via payroll deduction.

D. PEPRA/NEW MEMBERS - PERS 2% @ 62

For new members hired on or after January 1, 2013, the employees will contribute one-half of the total normal cost as identified by CalPERS.

ARTICLE IX - MEDICAL INSURANCE COVERAGE

The City contracts with CalPERS to provide medical insurance to employees and eligible dependents under the Public Employees' Medical and Hospital Care Act (PEMHCA).

A. Active Employees

As required under PEMHCA, the City contributes the statutory minimum contribution toward medical insurance premiums. The contribution amounts are subject to change each calendar year based on changes to the medical care component of the Consumer Price Index.

- For coverage effective January 1, 2023, the minimum contribution is: \$151.00/month
- For coverage effective January 1, 2024, the minimum contribution is: \$157.00/month
- For coverage effective January 1, 2025, the minimum contribution is: TBD

The City, under a Section 125 plan, provides an allowance (which includes the statutory minimum) to active employees. Should unit members select a plan with a plan premium in excess of the allowance, the employee is responsible for paying the additional premium costs through payroll deduction. Should a unit member select a plan with a plan premium lower than the allowance, the remainder of the allowance may not be used for any other purpose.

City contributions are as follows:

Employee Only	\$ 722.00 per month
Employee +1	\$1,444.00 per month
Employee +2	\$1,877.00 per month

B. Retiree Coverage

Unit retirees will have access to the CalPERS Health Benefit Program in accordance with CalPERS regulations.

Participation in the CalPERS Program will be consistent with Appendix "B" covering Unit Retirees.

Unit retirees hired prior to November 21, 1995, who are covered under the Appendix B provisions, will receive contributions to retiree medical (inclusive of the statutory minimum) as follows:

Retiree Only	\$ 722.00 per month
Retiree +1	\$1,444.00 per month
Retiree +2	\$1,877.00 per month

Retirees who are Medicare eligible must comply with the CalPERS Medicare enrollment provisions and are capped at medical contributions as follows (inclusive of the statutory minimum):

Retiree Only	\$ 342.39 per month
Retiree +1	\$ 684.78 per month
Retiree +2	\$1,027.17 per month
Medicare & Basic Combo	\$1,027.44 per month

For unit retirees hired after November 21, 1995, the City will provide the minimum contribution required by the CalPERS Health Benefit Program. The contribution amounts are subject to change each calendar year based on changes to the medical care component of the Consumer Price Index.

- For coverage effective January 1, 2023, the minimum contribution is: \$151.00/month.
- For coverage effective January 1, 2024, the minimum contribution is: \$157.00/month.
- For coverage effective January 1, 2025, the minimum contribution is: TBD

C. Medical Coverage Opt Out

1. Employees who opt out of the CalPERS medical plan and receive cash must provide the following: (1) proof that the employee and all individuals for whom the employee intends to claim a personal exemption deduction (“tax family”), have or will have minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California) for the plan year to which the opt out arrangement applies (“opt out period”); and (2) the employee must sign an attestation that the employee and his/her tax family have or will have such minimum essential coverage for the opt out period. An employee must provide the attestation every plan year at open enrollment or within 30 days after the start of the plan year. The opt-out payment cannot be made, and the City will not in fact make payment if the employer knows that the employee or tax family member doesn’t have such alternative coverage, or if the conditions in this paragraph are not otherwise satisfied.
2. Unit employees hired by the City and who have elected to opt out as of November 1, 2019, will receive the following taxable payment each month under the eligible opt out arrangement:

a. Employee + Family	\$1,001.00
b. Employee + Dependent	\$ 822.25
c. Employee Only	\$ 607.75

d. Family to Employee Only (Remove 2 dependents)	\$ 607.75
e. Two-party to Employee Only (Remove 1 dependent)	\$ 536.25
f. Family to Two-Party (Remove 1 dependent)	\$ 357.50

3. Medical opt-out for active employees hired after July 1, 2019 or for employees hired before July 1, 2019 and who elect to opt out after November 1, 2019 will receive:

- \$400 per month.

4. The taxable payment may be used by the employee at his/her discretion. Employees may elect to receive the payment as taxable wages, defer the payment into a 457 deferred compensation plan or for use in conjunction with Flexible Spending Accounts offered by the City.

D. Medical Re-Opener

Affordable Care Act (ACA) The parties recognize that certain changes to State and Federal laws programs, taxes and regulations including the Affordable Care Act, may impact future medical plan offerings. In the event that reform measures or changes in the healthcare marketplace alter healthcare coverage options, costs or other elements of healthcare and materially alter the provisions on this MOU, either party may request to reopen the Article regarding medical insurance for the purpose of discussing alternative approaches and proposals to providing healthcare coverage.

E. Proposed Post Employment Retiree Medical Program

CITY and PCEA representative(s) shall participate in the exploration and possible development of an employee paid pre-funded post-employment benefits program for unit employees.

ARTICLE X - OTHER INSURANCE PROGRAMS

A. Short Term Disability and Long-Term Disability Plans

1. The CITY agrees to provide to all full-time Unit Employees a short-term disability insurance plan at its sole expense. The basic coverage of this insurance shall be to guarantee a disabled employee an income of 66-2/3% of employee's basic salary up to the policy maximum following a fifteen (15) day waiting period. Definition of "disability" and duration of eligibility for benefits shall be as set forth in the CITY's policy with its insurance carrier.
2. The CITY agrees to provide to all full-time employees covered by this Memorandum of Understanding a long-term disability insurance plan at its sole expense. The basic coverage of this insurance shall be to guarantee a disabled employee an income of 66-2/3% of employee's basic salary up to the policy maximum following a ninety (90)

day elimination period. Definition of "disability" and duration of eligibility for benefits shall be as set forth in The CITY's policy with its insurance carrier.

B. Life Insurance

The CITY agrees to provide to all employees covered by this Memorandum of Understanding life insurance at its sole expense, in the amount of one times each employees' earnings, rounded to the next \$1,000 with a maximum of \$150,000 of coverage and \$1,000 for spouse and children over the age of six (6) months.

C. Dental Insurance

The CITY agrees to make available to all employees covered by this Memorandum of Understanding dental insurance, and to pay the full premium for employee and dependent coverage for said insurance, CITY reserves the right to select the insurance carriers, or to administer any fringe benefit programs that now exist or may exist in the future during the term of this Memorandum of Understanding.

D. Optical Insurance

CITY agrees to provide all employees covered by this Memorandum of Understanding optical insurance. Further, CITY agrees that it shall pay the full premium for employee and dependent coverage during the term of this Memorandum of Understanding. CITY reserves the right to select the insurance carriers, or to administer any fringe benefit programs that now exist or may exist in the future during the term of this Memorandum of Understanding.

ARTICLE XI - PAID TIME OFF (PTO)

The purpose of paid time off (PTO) is to enable eligible unit employees to take time off from work.

A. New Employee Accrual

New employees receive forty (40) hours of PTO upon completion of six months of City service. PTO may be used following the completion of six months of service, unless approved by the Department Head.

B. PTO Accrual

Each eligible full time unit employee shall accrue paid time off on the following basis with a maximum accrual of two-hundred and sixty hours:

Years of Service	Accrual Rate	Maximum Accumulation
0-3 years	3.08 hours/pay period (80 hours annually)	260 Hours
3-10 years	4.62 hours/pay period (120 hours annually)	260 Hours
10+ years	6.46 hours/pay period (168 hours annually)	260 Hours

C. Accrual Eligibility

A completed biweekly pay period is defined as a biweekly pay period in which the employee has been in pay status for more than half of the working hours in that pay period.

D. Use of Paid Time Off

1. Unit employees will request paid time off through their immediate supervisor.
2. Approval of a paid time off request is the responsibility of the Department Head or his/her designee. He/she will primarily consider the needs of the City and, insofar as possible, the wishes of the employee.
3. Use of PTO may not exceed accumulated PTO leave bank. Should an employee exhaust their PTO and have no other available leave accrued, the employee may request time off without pay. Time off without pay is subject to Department Head and Director of Administrative Services approval.
4. Unit employees with Extraordinary Vacation Leave Banks may use either their PTO bank or their Extraordinary Vacation Bank when taking leave.

E. Payment of PTO Upon Separation of Service

An employee who separates from the service of the City shall receive payment for unused and accumulated PTO as of the date of separation, provided that accumulation of PTO shall be conditional upon completion of one (1) year of continuous service and an employee who, for any reason, does not complete one (1) year of continuous service, shall receive no credit/payment for paid time off.

F. Denial of PTO Request Resulting in Inability to Use PTO

Should a unit employee who has made a reasonable request to use PTO time (reasonable is defined as at least two weeks in advance) be unable to utilize PTO time after requesting leave, and the inability to use leave will result in the employee reaching the maximum

accrual, the City agrees to cash out 40 hours in lieu of leave at the employees base hourly rate of pay. A request to use PTO will not be unreasonably denied.

ARTICLE XII - SICK LEAVE/ALTERNATIVE HEALTH & WELLNESS (AHW)

A. Purpose of AHW/Sick Leave Program

Unit employees participate in the Alternative Health and Wellness (AHW) program which provides leave to be used for sick leave purposes as well as an incentive when employees use low amounts of leave. For long-term unit members, frozen sick leave banks may exist. Frozen sick leave banks may also be used for sick leave purposes or employees have the option of cashing out a portion of that leave as described below.

B. Reasons for Use of AHW/Frozen Sick Leave

AHW hours and frozen sick leave hours may be used for an employees' illness or injury, medical appointments, for victims of domestic violence or stalking, or for other reasons the law allows sick leave to be used. Additionally, AWH leave may be used for family sick leave purposes as defined under the law (Labor Code 233).

C. Request for Physician's Certification

Evidence may be required in the form of a physician's certification, or other documentation, for any absence of a duration of three (3) or more consecutive working days during which AHW or frozen sick leave is requested unless waived by the City Administrator. If the absence during which leave is requested is less than 3 consecutive work days no physician's certificate (note) will be necessary prior to returning to work, unless the City has reasonable cause to believe there is abuse of the leave.

D. Alternative Health and Wellness Leave/Program

1. AHW leave accrual cannot exceed one-hundred and ninety-two (192) hours.
2. Unit members receive ninety-six (96) hours of AHW leave effective the first pay period in July of each fiscal year. The AHW bank has a maximum accrual of 192 hours, no credit will be given for hours above the maximum.
3. The AHW hours have no cash value during employment or upon separation from City service.
4. New employees will receive a pro-rated amount of AHW hours based on their date of hire. For example, an employee who begins employment in October will receive sixty-four (64) hours of AWH with the first pay period in November for the remaining

eight months in the fiscal year. New employees may use AHW leave after completing three months of City service.

5. AHW Incentives

- a. Unit members in active service as of July 1st, will receive \$250 with the first pay check in July.
- b. In addition to the \$250, unit members who use thirteen (13) hours or less of AHW leave between July 1 – June 30, may convert twenty-four (24) hours of AWH leave to their PTO bank (subject to PTO bank maximums). The employees must submit an election form requesting the conversion by June 1st of each year, and those who meet the criteria will have the 24 hours converted to PTO prior to the annual allocation of AHW leave. Employees will also receive \$1,000 with the first paycheck in July.
- c. In addition to the \$250, unit members who use more than thirteen (13) hours but twenty-six (26) hours or less of AHW leave between July 1 – June 30, may convert twelve (12) hours of AWH leave to their PTO bank (subject to PTO bank maximums). The employees must submit an election form requesting the conversion by June 1st of each year, and those who meet the criteria will have the 12 hours converted to PTO prior to the annual allocation of AHW leave. Employees will also receive \$500 with the first paycheck in July.

E. Frozen Sick Leave

For unit members with frozen sick leave, each year those employees may elect to cash out up to ninety-six (96) hours of frozen sick leave, until the frozen sick leave is depleted. Unit members electing to cash out frozen sick leave must submit a frozen sick leave cash out form no later than November 1st of each year to receive the cash out with the first paycheck in December. The cash out is paid pursuant to the reimbursement value table identified below. Unit employees with frozen sick leave at the time of retirement will be paid 100% (the base rate of pay) for hours in their frozen sick leave bank. Hours in this bank may also be used for sick leave purposes.

Years of City Service at Time Cash Out is Requested or Upon Retirement	Reimbursement Value of Frozen Sick Leave
0 to 3 years	0%
Over 3 to 6 years	55%
Over 6 to 9 years	65%
Over 9 to 20 years	80%
Over 20 years	85%
Retirement	100%

F. Reemployment

An employee who separates from City service and is reemployed by the City shall be treated as a new employee and shall not be entitled to any prior AHW leave unless required by law.

ARTICLE XIII - OPTIONAL ANNUAL LEAVE BUY DOWN

Annually, by December 15th, employees may submit an irrevocable election form to receive payment of accrued leave in the following year under the following conditions:

1. An employee may elect to cash out up to one-hundred and fifty (150) hours of accrued PTO, Extraordinary Vacation Leave, or Comp Time to be paid with the first paycheck in December as long as after the cash out, a minimum of forty (40) hours remain in the PTO bank.
2. Employees with Extraordinary Vacation Leave must cash out that leave bank prior to requesting to cash out PTO or Comp Time.

For example, irrevocable election forms submitted in December 2019 will be for the December 2020 cash out. The hours of leave, which are converted to pay, shall be deducted from the employee's applicable accrual bank as identified on the irrevocable election form. The remaining unused leave shall remain in the applicable leave bank.

3. Employees who do not submit irrevocable election forms by the December 15th due date will have been deemed to have elected to forgo participation in the optional annual leave buy down program.

4. Employees who experience an unforeseen emergency may be permitted to make a new irrevocable election and redeem vacation hours for cash (or to increase the amount of a previous election up to the maximum) during the calendar year in which the unforeseen emergency occurs. For these purposes, "unforeseen emergency" means a severe financial hardship to the employee resulting from an illness or accident of the employee, the employee's spouse, or a dependent of the employee, loss of the employee's property due to casualty, or other similar extraordinary and unforeseeable circumstance arising because of events beyond the control of the employee. The amount of such new election (or increase to prior election) shall be limited to the amount necessary to satisfy the unforeseen emergency up to the maximum of 150 hours per year as identified above and subject to the same minimum balance remaining after cash out as identified above. Whether an occurrence is an unforeseeable emergency shall be determined by the Director of Administrative Services at his/her sole discretion. The denial of a request under the unforeseen emergency provision is not subject to any appeal by the employee or PCEA.
5. To be eligible for Leave Buy Back, employees must utilize forty (40) hours of PTO in the preceding twelve (12) months.

ARTICLE XIV - OTHER MEDICAL LEAVE

The City complies with federal and state leave laws including but not limited to FMLA/CFRA, Pregnancy Disability Leave (PDL), Military Leave, etc.

ARTICLE XV - BEREAVEMENT LEAVE

Unit members are eligible for bereavement leave because of death within the immediate family. Immediate family shall be defined as parent, child, stepchild, spouse, registered domestic partner, sibling, grandparent, grandchildren, and spouse's parents and grandparents. PCEA members may take bereavement leave for up to five (5) workdays for each death that occurs in the member's immediate family.

ARTICLE XVI - CATASTROPHIC LEAVE BANK

CITY and PCEA agree to allow employees to donate accrued time to a special "catastrophic leave bank" which may be used by employees with limited leave available during illness or off-duty injury. Such employee must have a FMLA/CFRA Certification on file. Donor must retain 120 hours in employee's own accrual bank(s). Donations are irrevocable. Authorized PCEA representatives will recommend and consult with City regarding disbursement to specific employee(s) in need.

ARTICLE XVII – HOLIDAYS

A. Designated Holidays

The City observes the following holidays (holidays are generally valued at 10 hours each unless otherwise noted):

1. New Years' Day, January 1
2. Martin Luther King Day (Third Monday in January)
3. President's Day (third Monday in February)
4. Memorial Day (Last Monday in May)
5. Independence Day, July 4
6. Labor Day (First Monday in September)
7. Veterans' Day, November 11
8. Thanksgiving Day (Fourth Thursday in November)
9. Friday after Thanksgiving Day (observed on the Wednesday before Thanksgiving)
10. Christmas Eve, December 24
11. Christmas Day, December 25
12. New Year's Eve, December 31 (8 hour day)

B. Holiday Closure:

1. City to provide sixty-two (62) hours of leave for use during the holiday closure. Employees who are not working between December 15, 2023 and January 2, 2024, must use these hours for days off of work. Employees in critical positions who are unable to utilize time off during Holiday Closure period will receive pay for unused hours on the last paycheck in June 2024. Hours are subject to the normal approval process and will be prorated for new employees. Employees must be employed during Holiday Closure period between December 15, 2023 and January 2, 2024 to be eligible. Any time not utilized or paid out will be forfeited effective June 30, 2024.
2. City to provide forty-two (42) hours of leave for use during the holiday closure. Employees who are not working between December 20, 2024 and January 5, 2025, must use these hours for days off work. Employees in critical positions who are unable to utilize time off during Holiday Closure period will receive pay for unused hours on the last paycheck in June 2025. Hours are subject to the normal approval process and will be prorated for new employees. Employees must be employed during Holiday Closure period between December 20, 2024 and January 5, 2025 to be eligible. Any time not utilized or paid out will be forfeited effective June 30, 2025.

C. Floating Holidays

Unit employees receive two floating holidays at the beginning of each fiscal year. Unused floating holiday hours as of June 1st will be cashed out annually at the base hourly rate of pay with the second paycheck in June.

D. Holidays Observed

When a holiday falls on a Sunday, the following Monday shall be deemed to be a holiday in lieu of the day observed. When a holiday falls on Saturday, the preceding Thursday shall be deemed to be a holiday in lieu of the day observed.

E. Holidays for Police Shift Employees, Public Safety Dispatchers and Public Safety Dispatch Supervisors

Unit employees in positions subject to shift work in the Police Department shall not be entitled to holidays but shall earn 4.62 hours of PTO each pay period (120 hours per year) in lieu of compensation or time off on designated holidays.

Unit Employees in positions subject to shift work in the Public Safety Communication Center will have, in addition to regular base pay, the option of taking holiday time off if staffing requirements are met and with the approval of their supervisor, or of being paid for the unused holiday time (holiday pay) for all holidays recognized in this MOU.

For employees who are not on duty for the holiday, holiday pay will be paid at 10 hours. For employees who work the holiday, the Holiday will be paid the same number of holiday hours as their assigned shift. All Holiday pay will be paid on the employee's bi-weekly paycheck corresponding to the pay period in which the holiday falls.

ARTICLE XVIII - EDUCATIONAL INCENTIVE PROGRAM

A. General Guidelines

1. All actions regarding the Educational Incentive Program, as defined herein, shall require the approval of the affected employee's Department Head and the City Administrator.
2. It shall be the employee's responsibility to submit written applications and supporting documentation for consideration under this program.
3. Additional documentation may be required from the employee by the Department Head or City Administrator.

4. The Department Head and City Administrator may consult with staff members and/or educational authorities when necessary to determine acceptability of educational programs proposed for educational incentive pay.
5. The Department Head and City Administrator shall determine acceptability of proposed educational incentive programs, and grant approvals in such a manner so as to encourage and promote the satisfactory completion of those courses which tend to result in a higher proficiency of the employee in employee's job classification.

B. Requirements and Conditions Education Incentive

Minimum requirements to qualify for educational incentive compensation:

1. Current full-time employment with the City of CITY with a minimum of one-year continuous full time service.
2. Satisfactory completion of approved educational programs such as college courses, adult educational courses, seminars, etc., related to the employee's occupation in excess of the occupational minimum requirements of the job class the employee occupies.
3. Approval by the employee's Department Head and City Administrator as defined herein.
4. Any employee who has completed educational programs qualifying under these provisions within five (5) years prior to the date he/she meets condition A-1, may be considered for educational incentive compensation for such programs; except that the "five (5) years prior" shall be waived for Associates (AA/AS) or Bachelors (BA/BS) achievement in accordance with condition A herein.
5. Upon advancement to a job class with a higher salary range, an employee shall retain achieved Educational Incentive Compensation only to the extent that completed educational programs meet Condition A, herein as they relate to the higher job class.
6. Where educational units are not conferred by an educational institution for course work completed, twenty hours of approved classroom study shall be considered equivalent to one semester unit.
7. Possession of certificates may be accepted for educational incentive if, and to the extent, the employee can document to the approving authority's satisfaction that the certificate is equivalent to formal education units.

8. For purposes of these provisions, all educational units earned on other than a semester basis shall be converted to their semester equivalent (i.e., number of quarter units divided by 1.5 equal number of semester units).
9. No credit shall be given for letter grades below "C" or for courses not completed. Credit shall be given for courses successfully completed on a "pass-no pass" basis.
10. Educational incentive compensation shall be paid to all qualifying employees beginning the month following the month in which approval is granted.

C. Educational Incentive Compensation

1. All employees qualified under these provisions shall be eligible to apply for educational incentive compensation.
2. Upon approval, educational incentive compensation shall be paid at the rate of \$1 per month per semester unit approved. An employee's total educational incentive compensation shall not exceed 2-1/2% of employee's salary at the time approval is granted.
3. If, in computation of educational incentive compensation under these provisions, a fractional dollar results, it shall be rounded to the nearest whole dollar. A fraction of less than half shall be rounded to the nearest lower whole dollar.

ARTICLE IXX - TUITION AND BOOKS REIMBURSEMENT

The City shall reimburse a unit employee 75% of the actual cost of books and tuition for a course given by accredited public and private institutions at the current per unit cost of tuition at a "tax supported" institution (Cal-State Fullerton shall be used as the standard); provided:

1. Such a course directly pertains to the unit employee's present duties and/or pertains to the next step toward promotion in employee's field of endeavor.
2. A written request must be submitted and approved by the employee's Department Head and the City Administrator prior to the date of the first meeting of the course.
3. The unit employee receives a grade of C or better in said course.
4. The unit employee remains in the employ of the City for one (1) year after successful completion of said course. If he/she leaves prior to said one (1) year, the reimbursement shall be deducted from employee's final check.

5. Pre-approved coursework for certification programs that are job related may be eligible for reimbursement under this article. Pre-approval of the Department Head and City Administrator is required.
6. The City may cap the funds to be distributed based on the authorized budget as adopted by the City Council annually. The City will budget at least \$20,000 per fiscal year for city-wide use of the tuition reimbursement program. Reimbursements will be provided in the order they are received by Human Resources when the cap is reached.

ARTICLE XX - CLOTHING, UNIFORMS, TOOLS AND RELATED

A. Business Casual

Business Casual as defined by City Policy outlined in Appendix "C of this MOU shall be the year-round dress standard for unit employees who are not required to wear uniforms.

B. Boot Allowance

Unit members in the maintenance division and in the following classifications:

- Building Inspector
- Code Enforcement Officer
- Community Services Officer
- Mechanic
- Parking Control Officer
- Police Property Technician
- Police Services Officer
- Police Services Supervisor - Property and Evidence
- Police Services Supervisor – Records and Public Safety
- Public Safety Communications Supervisor
- Public Safety Dispatcher
- Public Works Inspector
- Records Specialist
- Senior Building Inspector
- Senior Code Enforcement Officer

will be provided a boot allowance to be paid with the first paycheck in July. This is a taxable benefit as no receipt is required for payment.

- Effective the beginning of the pay period following City Council approval of the MOU, the Boot Allowance will increase from \$225 to \$325 per year.

C. Mechanic Tools

Unit employees in the job class of Mechanic shall be provided a reimbursement of up to \$500 per year for the purchase of job-related hand tools. Receipts will be required

for reimbursement. Upon separation from employment, Mechanics shall repay the City for any monies received under this provision during the last year prior to separation.

D. Uniforms

Maintenance Services Division employees in job classes represented by PCEA shall be provided, on an ongoing basis, nine (9) sets of uniforms. The City contracts with a vendor for the laundering of City provided uniforms.

E. Uniform Cleaning Allowance

CITY will provide a uniform cleaning allowance in the amount of \$250.00 per year to be paid in July for the following job classes:

- Code Enforcement Officer
- Community Services Officer
- Parking Control Officer
- Police Civilian Investigator
- Police Property Technician
- Police Services Officer
- Police Services Supervisor - Property and Evidence
- Police Services Supervisor – Records and Public Safety
- Public Safety Communications Supervisor
- Public Safety Dispatcher
- Records Specialist

F. Uniform Allowance Reporting

The City will purchase uniforms for unit members required to wear a uniform while at work. The value of the uniforms shall be reported to CalPERS for “classic” members as \$11.54 per pay period (\$300 per year). Uniform allowance is not considered pension reportable compensation for "new members" hired after January 1, 2013, pursuant to the Public Employee Pension Reform Act of 2013. (PEPRA).

ARTICLE XXI - CHANGE OF STATUS - LAYOFF

The City Administrator may lay off an employee in the classified service because of material change in duties or organization, or shortage of work or funds. Layoffs shall be made in reverse order of total seniority in the classified service, within the job class affected. Ten (10) working days before the effective date of layoff, the City Administrator shall notify the Director of Administrative Services of the intended action with reasons therefore, and a statement certifying whether or not the services of the employee have been satisfactory. A copy of such notice shall be given to the employee affected. If certified as having given satisfactory service, the name of the affected employee shall be placed on the re-employment list, as provided by these Rules, for future vacancies in the job class he/she is vacating.

If certified as having given satisfactory service, the affected employee shall further have the right to displace a less senior employee in a lower job class in the same direct promotional series in the same department; or to displace a less senior employee in a lower job class in which the affected employee once held permanent status.

The City will endeavor to provide affected members of PCEA with at least 30 days advanced notification as well as to allow affected employees to displace a part-time position that requires duties that these employees are qualified to perform. Displacement rights will not be unreasonably withheld.

The names of probationary and permanent employees who have been laid off shall be placed on appropriate re-employment lists in the order of total continuous, cumulative time served in probationary and permanent status. Such names shall remain thereon for a period of one (1) year unless such persons are sooner reemployed. When a re-employment list is to be used to fill vacancies, the Director of Administrative Services shall submit from the top of such list the number of names equal to the number of vacancies to be filled, and the appointing authority shall appoint such persons to fill the vacancies.

ARTICLE XXII - GRIEVANCE AND ARBITRATION PROCEDURES

A. Purpose

The purpose of the grievance procedure is:

1. To promote improved employer-employee relations by establishing grievance procedures on matters for which appeal or hearing is not provided by other regulations.
2. To afford unit employees, individually or through qualified employee organizations a systematic means of obtaining further consideration of problems after every reasonable effort has failed to resolve them through discussions.
3. To provide that a grievance shall be settled as near as possible to the point of origin.
4. To provide that appeals shall be conducted as informally as possible.

B. Matters Subject To Grievance Procedure

Any unit employee or the Association shall have the right to grieve alleged violations or misapplications of this Memorandum of Understanding or of existing resolutions, ordinances, rules or regulations with respect to wages, hours, or conditions of employment, or suspension, dismissal from employment or any other disciplinary action; and for which appeal is not provided by other regulations or is not prohibited.

C. Informal Grievance Procedure

A unit employee who has a problem or complaint should first try to get it settled through discussion with the employee's immediate supervisor without undue delay. If, after this discussion, he/she does not believe the problem has been satisfactorily resolved, he/she shall have the right to discuss it with the employee's supervisor's immediate superior. Every effort should be made to find an acceptable solution by informal means at the lowest possible level of supervision. If the unit employee is not in agreement with the decision reached by discussion, he/she shall then have the right to file a formal grievance. Any formal grievance must be filed within thirty (30) calendar days after the event giving rise to said grievance. A formal grievance may be filed by the employee association.

D. Formal Grievance Procedure

1. First Level of Review (Step 1) - The grievance shall be presented in writing to the unit employee's immediate supervisor, who shall render employee's decision and comments in writing and return them to the unit employee within fifteen (15) calendar days after receiving the grievance in writing. If the unit employee does not agree with employee's supervisor's decision, or if no answer has been received within fifteen (15) calendar days after submitting the grievance in writing to the immediate supervisor, the unit employee may present the appeal in writing to the employee's department head. Failure of the unit employee to take further action within ten (10) calendar days after receipt of the written decision of his/her supervisor, or within a total of twenty-five (25) calendar days following submittal of the written grievance to the supervisor, if no decision by the supervisor is rendered, it will constitute a withdraw/dropping of the grievance.
2. Department Review (Step 2) - The Department Head receiving the grievance, or employee's designated representative, shall discuss the grievance with the unit employee, employee's representative, if any, and with other appropriate persons. The Department Head shall render employee's decision and comments in writing, and return them to the unit employee within fifteen (15) calendar days after receiving the grievance. If the unit employee does not agree with the decision reached or if no answer has been received within fifteen (15) calendar days, he/she may present the grievance, in writing, to the City Administrator. Failure of the unit employee to take further action within ten (10) calendar days after receipt of the decision of the Department Head, or within twenty-five (25) calendar days following submittal of the written grievance to the department head if no decision is rendered will constitute a withdraw/dropping of the grievance.
3. City Administrator Review (Step 3) - The City Administrator shall discuss the grievance with the unit employee, employee's representative, if any, and with other appropriate persons. The City Administrator may designate a fact-finding committee or an individual not in the normal line of supervision, to advise him/her concerning the grievance. The City Administrator shall render a decision in writing to the unit employee within twenty (20) calendar days after receiving the grievance. If the unit

employee does not agree with the decision reached or if no answer has been received within twenty (20) calendar days, he/she may submit the grievance to binding arbitration, as outlined below. Failure of the unit employee to take further action within ten (10) calendar days after receipt of the City Administrator's decision, or within a total of twenty (20) calendar days following submittal of the written grievance to the City Administrator if no decision is rendered will constitute a withdraw/dropping of the grievance.

E. Conduct of Grievance Procedure

1. The time limits specified above may be extended to a definite date by mutual agreement of the unit employee and the reviewer concerned.
2. The unit employee may request the assistance of another person of employee's own choosing in preparing and presenting employee's appeal at any level of review.
3. The unit employee and employee's representative may be permitted to use a reasonable amount of work time, as determined by the appropriate department head, in conferring about and presenting the appeal.
4. Unit employees shall be assured freedom from reprisal for using the grievance procedure.

F. Arbitration

1. General Provisions. After having exhausted the provisions of the Grievance Procedure set forth herein, an eligible unit employee shall have the right to submit to binding arbitration any grievance which has not been resolved to employee's satisfaction, except in instances where such submission is specifically prohibited by the Personnel Ordinance, City Personnel Rules or this Memorandum of Understanding. Such appeal may be filed only after completion of Step 3 of the Grievance Procedure and in accordance with the time limits provided herein. Binding arbitration, as provided in this Article, shall be the sole and exclusive procedure for final resolution of unresolved grievances.
2. Procedures. If the grievant is not satisfied with the decision rendered at Step 3 of the Grievance Procedure, he/she may submit the matter to binding arbitration within the time limits set forth in the Grievance Procedures by filing written notice of such submission with the Director of Administrative Services. The written notice shall set forth the issue being submitted to binding arbitration, the provision(s) allegedly violated, and the remedy requested.

- a. The City's representative and the grievant, or employee's designated representative(s), shall select an impartial third party to serve as the arbitrator.
- b. If the City's representative and the grievant, or employee's designated representative(s), are unable to agree upon an impartial third party, then the arbitrator shall be selected by mutually striking and ranking names from a list of professional arbitrators supplied by the American Arbitration Associations. Failure of the unit employee to participate in obtaining a list of arbitrators, selecting a single arbitrator, or scheduling an arbitration date, within thirty (30) calendar days of being requested to do so by the City, shall constitute a dropping of the grievance.
- c. Each party to the dispute shall have the opportunity to present testimony and relevant evidence and to cross-examine witnesses before the arbitrator. After hearing the case, the arbitrator shall, in writing, submit to the parties' employee's decision for resolution of the grievance. The decision of the arbitrator shall be final and binding upon both parties.

3. Conditions. The arbitrator shall have no power to add to, subtract from, or to modify any of the terms of any memorandum of understanding between the parties. The arbitrator's award shall be consistent with, and controlled by, the Personnel Rules, Ordinances, and Charter of the City of Placentia, as well as the laws and Constitution of the State of California.

4. All expenses of arbitration shall be borne equally by the parties.

5. The provisions of this Section shall in no way apply to the "meet-and-confer" process.

ARTICLE XXIII - PERSONNEL RULES AND EMPLOYER EMPLOYEE RELATIONS

A. Personnel Rules

CITY and PCEA agree, during the term of this Memorandum of Understanding, to reopen negotiations on the subject of Personnel Rules and amendments to the Employer Employee Relations Resolution as needed. The City will discuss proposed revisions and/or modifications to such conditions or benefits in the Personnel Rules prior to recommending that the City Council approve such proposed changes when they are subject to the meet and confer process.

B. Disciplinary Action

Personnel Rule XII is incorporated herein by reference in its entirety with the following exception: *Except for a violation of a major safety rule, exempt employees may not be subject to (1) suspensions other than in full workweek increments, (2) temporary demotions (with a beginning and ending date) or (3) temporary reductions in pay.*

C. Employer Employee Relations Resolution

The parties agree to work cooperatively to update and amend the Employer-Employee Relations Resolution to comply with current applicable law.

ARTICLE XXIV – MISCELLANEOUS PROVISIONS

A. Probationary Period

1. All original and promotional appointments to the classified service shall be tentative and subject to a probationary period of twelve (12) months actual service.
2. Newly hired Public Safety Dispatchers and Public Safety Dispatch Supervisors (recruits with less than one year's experience) shall be subject to an eighteen (18) month probationary period.
3. The City Administrator may establish a longer probationary period for specified cases.
4. The appointing authority shall complete a written performance evaluation indicating whether the employee has or has not been granted permanent status, a copy shall be given to the probationary employee and the original shall be forwarded to the Human Resources Division before the probationer's permanent status date.

B. Performance Evaluations

Employees will receive performance evaluations from their supervisor at least annually on performance evaluation forms provided by the City. New employees or employees who need improvement may be evaluated more frequently than once per year. The performance evaluation process should provide an assessment and feedback on the quality, quantity, and other job-related metrics designed to identify proficiency and performance that meets the standards set by the supervisor, department, and City. Performance evaluations will be placed in the employees' official personnel file in Human Resources.

C. Leaves of Absence

1. During any unpaid leave of absence, unit members will not accrue leave and the City will not contribute toward medical/insurance benefits, unless required to do so under the law.
2. Unit members with accrued leave are required to utilize their leave accruals when they are absent from their regular schedule. Accrued leave shall be used to cover any hours of absence from the employees' regular work schedule. Unpaid leaves of absence for partial or full days, is not authorized when accrued leave is available.

D. Reclassification

A unit member who believes that there have been substantial changes in their job duties that are not reflected in the current job classification specification may request to their Department Head that a classification review be conducted. Requests for a classification review must be received between November 1st and December 15th. The Department Head will review the request and if he/she agrees to initiate a request for a classification review, he/she will submit the request to Human Resources by January 15th.

Human Resources will evaluate and determine the manner and method to use to review the classification. Human Resources can also decline to review the classification if it believes the review is not warranted or if there is another more appropriate avenue for review. Classification reviews and recommendations will be evaluated during the annual budget process and any recommended change will be presented for consideration via the budget process.

ARTICLE XXV - SEVERABILITY CLAUSE

If any part of this MOU is rendered or declared invalid by reason of any existing or subsequently enacted legislation, governmental regulation or order or decree of court, the invalidation of such part of this MOU shall not render invalid the remaining part hereof.

ARTICLE XXVI - TERM

The terms of this Memorandum are to remain in full force and effect upon adoption of the MOU by the City Council through June 30, 2025.

SIGNATURES

FOR THE CITY:

Damien Arrula
City Administrator

Alice Burnett
Director of Human Resources

Jennifer Lampman
Director of Finance

Luis Estevez
Deputy City Administrator

FOR PCEA:

Veronica Rodarte,
OCEA Senior Labor Relations
Representative

Louis Gurrola,
OCEA Labor Relations Specialist

Eddie Rodriguez,
PCEA President

Manny Tovar
PCEA Vice President

Jose Galvan
PCEA Member at Large

Chelsie Griffith,
PCEA Member at Large

Sheila Rodriguez,
PCEA Member at large

**APPENDIX "A" - JOB CLASS AND SALARY SCHEDULE
PLACENTIA CITY EMPLOYEES ASSOCIATION (PCEA)
Effective July 1, 2023**

JOB CLASS	STEP A			STEP B			STEP C			STEP D			STEP E		
	Hr.	Monthly	Annual	Hr.	Monthly	Annual	Hr.	Monthly	Annual	Hr.	Monthly	Annual	Hr.	Monthly	Annual
ACCOUNT CLERK	20.65	3,579.21	42,950.53	21.76	3,772.49	45,269.86	22.94	3,976.20	47,714.43	24.18	4,190.92	50,291.03	25.48	4,417.23	53,006.73
ACCOUNTING TECHNICIAN	24.26	4,204.92	50,459.04	25.57	4,431.99	53,183.82	26.95	4,671.31	56,055.74	28.41	4,923.56	59,082.74	29.94	5,189.43	62,273.20
ADMINISTRATIVE ASSISTANT	24.13	4,182.03	50,184.34	25.43	4,407.86	52,894.30	26.80	4,645.88	55,750.58	28.25	4,896.76	58,761.11	29.78	5,161.18	61,934.22
ADMINISTRATIVE SPECIALIST	25.82	4,475.77	53,709.18	27.22	4,717.45	56,609.46	28.69	4,972.20	59,666.38	30.23	5,240.70	62,888.37	31.87	5,523.69	66,284.34
ASSISTANT PLANNER	29.32	5,081.93	60,983.19	30.90	5,356.36	64,276.30	32.57	5,645.60	67,747.21	34.33	5,950.46	71,405.55	36.18	6,271.79	75,261.47
BUILDING INSPECTOR	30.80	5,338.43	64,061.11	32.46	5,626.70	67,520.42	34.21	5,930.54	71,166.52	36.06	6,250.79	75,009.50	38.01	6,588.33	79,060.01
BUILDING PERMIT TECHNICIAN	24.26	4,204.92	50,459.04	25.57	4,431.99	53,183.82	26.95	4,671.31	56,055.74	28.41	4,923.56	59,082.74	29.94	5,189.43	62,273.20
CITY CLERK SPECIALIST	25.82	4,475.77	53,709.18	27.22	4,717.46	56,609.48	28.69	4,972.20	59,666.39	30.23	5,240.70	62,888.37	31.87	5,523.70	66,284.35
CODE ENFORCEMENT OFFICER	28.23	4,892.38	58,708.57	29.75	5,156.57	61,878.83	31.36	5,435.02	65,220.30	33.05	5,728.52	68,742.21	34.83	6,037.86	72,454.27
COMMUNITY SERVICES COORDINATOR	25.82	4,475.77	53,709.18	27.22	4,717.45	56,609.46	28.69	4,972.20	59,666.38	30.23	5,240.70	62,888.37	31.87	5,523.69	66,284.34
COMMUNITY SERVICES OFFICER	23.05	3,995.57	47,946.85	24.30	4,211.33	50,535.99	25.61	4,438.74	53,264.94	26.99	4,678.44	56,141.24	28.45	4,931.07	59,172.87
CRIME PREVENTION OFFICER	23.66	4,100.39	49,204.65	24.93	4,321.81	51,861.71	26.28	4,555.19	54,662.23	27.70	4,801.17	57,613.99	29.19	5,060.43	60,725.15
CUSTODIAN	19.95	3,458.20	41,498.44	21.03	3,644.95	43,739.35	22.16	3,841.77	46,101.25	23.36	4,049.23	48,590.72	24.62	4,267.89	51,214.63
DEVELOPMENT SERVICES COORDINATOR	28.23	4,892.38	58,708.56	29.75	5,156.57	61,878.82	31.36	5,435.02	65,220.28	33.05	5,728.51	68,742.17	34.83	6,037.85	72,454.25
ENGINEERING AIDE	19.13	3,315.62	39,787.43	20.16	3,494.66	41,935.96	21.25	3,683.38	44,200.52	22.40	3,882.28	46,587.35	23.61	4,091.92	49,103.07
ENVIRONMENTAL COMPLIANCE OFFICER	28.94	5,016.95	60,203.43	30.51	5,287.87	63,454.42	32.15	5,573.41	66,880.96	33.89	5,874.38	70,492.54	35.72	6,191.59	74,299.12
EQUIPMENT MECHANIC	26.08	4,521.37	54,256.47	27.49	4,765.53	57,186.33	28.98	5,022.87	60,274.39	30.54	5,294.10	63,529.21	32.19	5,579.98	66,959.78
EXECUTIVE ASSISTANT TO CITY ADMINISTRATOR	29.53	5,118.85	61,426.18	31.13	5,395.26	64,743.18	32.81	5,686.61	68,239.32	34.58	5,993.69	71,924.23	36.45	6,317.35	75,808.15
FACILITIES MAINTENANCE TECH	25.93	4,495.30	53,943.62	27.33	4,738.05	56,856.57	28.81	4,993.90	59,926.84	30.37	5,263.57	63,162.88	32.01	5,547.81	66,573.66
FACILITIES MAINTENANCE TECH II	27.40	4,748.59	56,983.05	28.88	5,005.01	60,060.12	30.43	5,275.28	63,303.36	32.08	5,560.14	66,721.73	33.81	5,860.39	70,324.71
GIS SPECIALIST	24.13	4,182.03	50,184.34	25.43	4,407.86	52,894.30	26.80	4,645.88	55,750.59	28.25	4,896.76	58,761.12	29.78	5,161.18	61,934.22
GIS TECHNICIAN	27.18	4,711.41	56,536.95	28.65	4,965.83	59,589.95	30.20	5,233.98	62,807.81	31.83	5,516.62	66,199.44	33.55	5,814.52	69,774.22
HUMAN RESOURCE TECHNICIAN	27.18	4,711.41	56,536.95	28.65	4,965.83	59,589.95	30.20	5,233.98	62,807.81	31.83	5,516.62	66,199.44	33.55	5,814.52	69,774.22
INFORMATION TECHNOLOGY TECH	30.80	5,338.43	64,061.11	32.46	5,626.70	67,520.42	34.21	5,930.54	71,166.52	36.06	6,250.79	75,009.50	38.01	6,588.33	79,060.01
MAINTENANCE CREW LEADER	26.62	4,613.58	55,362.94	28.05	4,862.71	58,352.53	29.57	5,125.30	61,503.55	31.17	5,402.06	64,824.76	32.85	5,693.77	68,325.29
MAINTENANCE WORKER	23.66	4,100.39	49,204.64	24.93	4,321.81	51,861.67	26.28	4,555.18	54,662.21	27.70	4,801.16	57,613.96	29.19	5,060.43	60,725.11
MANAGEMENT ASSISTANT	27.18	4,711.41	56,536.95	28.65	4,965.83	59,589.95	30.20	5,233.98	62,807.81	31.83	5,516.62	66,199.44	33.55	5,814.52	69,774.22
MEDIA SERVICES SPECIALIST	28.23	4,892.38	58,708.57	29.75	5,156.57	61,878.83	31.36	5,435.02	65,220.30	33.05	5,728.52	68,742.21	34.83	6,037.86	72,454.27
OFFICE ASSISTANT	18.63	3,229.22	38,750.69	19.64	3,403.60	40,843.23	20.70	3,587.40	43,048.76	21.81	3,781.11	45,373.38	22.99	3,985.30	47,823.54
OFFICE CLERK	20.65	3,579.21	42,950.53	21.76	3,772.49	45,269.86	22.94	3,976.20	47,714.43	24.18	4,190.92	50,291.03	25.48	4,417.23	53,006.73
OFFICE SPECIALIST	22.00	3,812.59	45,751.13	23.18	4,018.48	48,221.70	24.44	4,235.47	50,825.68	25.75	4,464.19	53,570.25	27.15	4,705.25	56,463.06
PARKING CONTROL OFFICER	19.95	3,458.20	41,498.44	21.03	3,644.95	43,739.35	22.16	3,841.77	46,101.25	23.36	4,049.23	48,590.72	24.62	4,267.89	51,214.63
PLANNING AIDE	19.13	3,315.62	39,787.43	20.16	3,494.66	41,935.96	21.25	3,683.38	44,200.52	22.40	3,882.28	46,587.35	23.61	4,091.92	49,103.07
PLANNING TECH	24.26	4,204.92	50,459.04	25.57	4,431.99	53,183.82	26.95	4,671.31	56,055.74	28.41	4,923.56	59,082.74	29.94	5,189.43	62,273.20
POLICE CIVILIAN INVESTIGATOR	31.95	5,537.92	66,454.98	33.67	5,836.96	70,043.56	35.49	6,152.16	73,825.92	37.41	6,484.38	77,812.52	39.43	6,834.53	82,014.40
POLICE PROPERTY TECHNICIAN	28.53	4,944.38	59,332.58	30.07	5,211.38	62,536.54	31.69	5,492.79	65,913.52	33.40	5,789.41	69,472.86	35.20	6,102.03	73,224.40
POLICE SERVICE OFFICER	23.05	3,995.57	47,946.85	24.30	4,211.33	50,535.99	25.61	4,438.74	53,264.94	26.99	4,678.44	56,141.24	28.45	4,931.07	59,172.87
POLICE SERVICES SUPERVISOR	33.55	5,815.14	69,781.73	35.36	6,129.16	73,549.94	37.27	6,460.14	77,521.63	39.28	6,808.98	81,707.80	41.40	7,176.67	86,120.01
PUBLIC SAFETY COMMUNICATION SUPERVISOR - DISPATCH	43.56	7,550.55	90,606.60	45.91	7,958.28	95,499.36	48.39	8,388.03	100,656.32	51.01	8,840.98	106,091.76	53.76	9,318.39	111,820.72
PUBLIC SAFETY DISPATCHER	31.36	5,435.03	65,220.34	33.05	5,728.52	68,742.25	34.83	6,037.86	72,454.34	36.71	6,363.91	76,366.89	38.70	6,707.56	80,490.69

**APPENDIX "A" - JOB CLASS AND SALARY SCHEDULE
 PLACENTIA CITY EMPLOYEES ASSOCIATION (PCEA)
 Effective July 1, 2023**

JOB CLASS	STEP A			STEP B			STEP C			STEP D			STEP E		
	Hr.	Monthly	Annual												
PUBLIC WORKS INSPECTOR	30.40	5,268.59	63,223.07	32.04	5,553.09	66,637.12	33.77	5,852.96	70,235.52	35.59	6,169.02	74,028.24	37.51	6,502.15	78,025.76
SENIOR ACCOUNTING TECHNICIAN	27.18	4,711.41	56,536.95	28.65	4,965.83	59,589.95	30.20	5,233.98	62,807.81	31.83	5,516.62	66,199.44	33.55	5,814.52	69,774.22
SENIOR ADMINISTRATIVE ASSISTANT	28.23	4,892.38	58,708.57	29.75	5,156.57	61,878.83	31.36	5,435.02	65,220.30	33.05	5,728.52	68,742.21	34.83	6,037.86	72,454.27
SENIOR BUILDING INSPECTOR	31.15	5,399.30	64,791.56	32.83	5,690.86	68,290.31	34.60	5,998.17	71,977.98	36.47	6,322.07	75,864.80	38.44	6,663.46	79,961.49
SENIOR CODE ENFORCEMENT OFFICER	30.80	5,338.43	64,061.11	32.46	5,626.70	67,520.42	34.21	5,930.54	71,166.52	36.06	6,250.79	75,009.50	38.01	6,588.33	79,060.01
SENIOR CUSTODIAN	23.66	4,100.39	49,204.64	24.93	4,321.81	51,861.67	26.28	4,555.18	54,662.21	27.70	4,801.16	57,613.96	29.19	5,060.43	60,725.11
SENIOR ENGINEERING AIDE	27.40	4,748.59	56,983.05	28.88	5,005.01	60,060.12	30.43	5,275.28	63,303.36	32.08	5,560.14	66,721.73	33.81	5,860.39	70,324.71
SENIOR HUMAN RESOURCE TECHNICIAN	28.53	4,944.38	59,332.58	30.07	5,211.38	62,536.54	31.69	5,492.79	65,913.52	33.40	5,789.41	69,472.86	35.20	6,102.03	73,224.40

**APPENDIX "A" - JOB CLASS AND SALARY SCHEDULE
PLACENTIA CITY EMPLOYEES ASSOCIATION (PCEA)
Effective July 1, 2024**

JOB CLASS	STEP A			STEP B			STEP C			STEP D			STEP E		
	Hr.	Monthly	Annual	Hr.	Monthly	Annual	Hr.	Monthly	Annual	Hr.	Monthly	Annual	Hr.	Monthly	Annual
ACCOUNT CLERK	21.68	3,758.17	45,098.06	22.85	3,961.11	47,533.35	24.09	4,175.01	50,100.15	25.39	4,400.47	52,805.58	26.76	4,638.09	55,657.07
ACCOUNTING TECHNICIAN	25.47	4,415.17	52,981.99	26.85	4,653.58	55,843.01	28.30	4,904.88	58,858.53	29.83	5,169.74	62,036.88	31.44	5,448.91	65,386.86
ADMINISTRATIVE ASSISTANT	25.33	4,391.13	52,693.56	26.70	4,628.25	55,539.01	28.14	4,878.18	58,538.11	29.66	5,141.60	61,699.16	31.26	5,419.24	65,030.93
ADMINISTRATIVE SPECIALIST	27.11	4,699.55	56,394.64	28.58	4,953.33	59,439.93	30.12	5,220.81	62,649.69	31.75	5,502.73	66,032.79	33.46	5,799.88	69,598.55
ASSISTANT PLANNER	30.78	5,336.03	64,032.35	32.45	5,624.18	67,490.11	34.20	5,927.88	71,134.57	36.05	6,247.99	74,975.83	37.99	6,585.38	79,024.54
BUILDING INSPECTOR	32.34	5,605.35	67,264.16	34.08	5,908.04	70,896.44	35.93	6,227.07	74,724.85	37.87	6,563.33	78,759.98	39.91	6,917.75	83,013.01
BUILDING PERMIT TECHNICIAN	25.47	4,415.17	52,981.99	26.85	4,653.58	55,843.01	28.30	4,904.88	58,858.53	29.83	5,169.74	62,036.88	31.44	5,448.91	65,386.86
CITY CLERK SPECIALIST	27.11	4,699.55	56,394.64	28.58	4,953.33	59,439.95	30.12	5,220.81	62,649.71	31.75	5,502.73	66,032.79	33.46	5,799.88	69,598.56
CODE ENFORCEMENT OFFICER	29.64	5,137.00	61,643.99	31.24	5,414.40	64,972.77	32.92	5,706.78	68,481.31	34.70	6,014.94	72,179.32	36.58	6,339.75	76,076.99
COMMUNITY SERVICES COORDINATOR	27.11	4,699.55	56,394.64	28.58	4,953.33	59,439.93	30.12	5,220.81	62,649.69	31.75	5,502.73	66,032.79	33.46	5,799.88	69,598.55
COMMUNITY SERVICES OFFICER	24.20	4,195.35	50,344.20	25.51	4,421.90	53,062.78	26.89	4,660.68	55,928.18	28.34	4,912.36	58,948.30	29.87	5,177.63	62,131.51
CRIME PREVENTION OFFICER	24.84	4,305.41	51,664.88	26.18	4,537.90	54,454.79	27.59	4,782.95	57,395.35	29.08	5,041.22	60,494.69	30.65	5,313.45	63,761.41
CUSTODIAN	20.95	3,631.11	43,573.36	22.08	3,827.19	45,926.31	23.27	4,033.86	48,406.31	24.53	4,251.69	51,020.26	25.85	4,481.28	53,775.36
DEVELOPMENT SERVICES COORDINATOR	29.64	5,137.00	61,643.98	31.24	5,414.40	64,972.76	32.92	5,706.77	68,481.29	34.70	6,014.94	72,179.27	36.58	6,339.75	76,076.97
ENGINEERING AIDE	20.09	3,481.40	41,776.80	21.17	3,669.40	44,032.76	22.31	3,867.55	46,410.54	23.52	4,076.39	48,916.71	24.79	4,296.52	51,558.23
ENVIRONMENTAL COMPLIANCE OFFICER	30.39	5,267.80	63,213.60	32.03	5,552.26	66,627.14	33.76	5,852.08	70,225.01	35.59	6,168.10	74,017.16	37.51	6,501.17	78,014.08
EQUIPMENT MECHANIC	27.39	4,747.44	56,969.30	28.87	5,003.80	60,045.64	30.43	5,274.01	63,288.11	32.07	5,558.81	66,705.67	33.80	5,858.98	70,307.77
EXECUTIVE ASSISTANT TO CITY ADMINISTRATOR	31.01	5,374.79	64,497.48	32.68	5,665.03	67,980.34	34.45	5,970.94	71,651.29	36.31	6,293.37	75,520.45	38.27	6,633.21	79,598.56
FACILITIES MAINTENANCE TECH	27.23	4,720.07	56,640.81	28.70	4,974.95	59,699.39	30.25	5,243.60	62,923.18	31.89	5,526.75	66,321.02	33.61	5,825.20	69,902.35
FACILITIES MAINTENANCE TECH II	28.77	4,986.02	59,832.20	30.32	5,255.26	63,063.12	31.96	5,539.04	66,468.52	33.68	5,838.15	70,057.81	35.50	6,153.41	73,840.94
GIS SPECIALIST	25.33	4,391.13	52,693.56	26.70	4,628.25	55,539.01	28.14	4,878.18	58,538.12	29.66	5,141.60	61,699.17	31.26	5,419.24	65,030.93
GIS TECHNICIAN	28.54	4,946.98	59,363.79	30.08	5,214.12	62,569.44	31.71	5,495.68	65,948.20	33.42	5,792.45	69,509.42	35.22	6,105.24	73,262.93
HUMAN RESOURCE TECHNICIAN	28.54	4,946.98	59,363.79	30.08	5,214.12	62,569.44	31.71	5,495.68	65,948.20	33.42	5,792.45	69,509.42	35.22	6,105.24	73,262.93
INFORMATION TECHNOLOGY TECH	32.34	5,605.35	67,264.16	34.08	5,908.04	70,896.44	35.93	6,227.07	74,724.85	37.87	6,563.33	78,759.98	39.91	6,917.75	83,013.01
MAINTENANCE CREW LEADER	27.95	4,844.26	58,131.09	29.46	5,105.85	61,270.16	31.05	5,381.56	64,578.73	32.72	5,672.17	68,066.00	34.49	5,978.46	71,741.55
MAINTENANCE WORKER	24.84	4,305.41	51,664.87	26.18	4,537.90	54,454.76	27.59	4,782.94	57,395.32	29.08	5,041.22	60,494.66	30.65	5,313.45	63,761.37
MANAGEMENT ASSISTANT	28.54	4,946.98	59,363.79	30.08	5,214.12	62,569.44	31.71	5,495.68	65,948.20	33.42	5,792.45	69,509.42	35.22	6,105.24	73,262.93
MEDIA SERVICES SPECIALIST	29.64	5,137.00	61,643.99	31.24	5,414.40	64,972.77	32.92	5,706.78	68,481.31	34.70	6,014.94	72,179.32	36.58	6,339.75	76,076.99
OFFICE ASSISTANT	19.56	3,390.69	40,688.23	20.62	3,573.78	42,885.39	21.73	3,766.77	45,201.20	22.90	3,970.17	47,642.05	24.14	4,184.56	50,214.72
OFFICE CLERK	21.68	3,758.17	45,098.06	22.85	3,961.11	47,533.35	24.09	4,175.01	50,100.15	25.39	4,400.47	52,805.58	26.76	4,638.09	55,657.07
OFFICE SPECIALIST	23.10	4,003.22	48,038.68	24.34	4,219.40	50,632.79	25.66	4,447.25	53,366.96	27.04	4,687.40	56,248.77	28.50	4,940.52	59,286.21
PARKING CONTROL OFFICER	20.95	3,631.11	43,573.36	22.08	3,827.19	45,926.31	23.27	4,033.86	48,406.31	24.53	4,251.69	51,020.26	25.85	4,481.28	53,775.36
PLANNING AIDE	20.09	3,481.40	41,776.80	21.17	3,669.40	44,032.76	22.31	3,867.55	46,410.54	23.52	4,076.39	48,916.71	24.79	4,296.52	51,558.23
PLANNING TECH	25.47	4,415.17	52,981.99	26.85	4,653.58	55,843.01	28.30	4,904.88	58,858.53	29.83	5,169.74	62,036.88	31.44	5,448.91	65,386.86
POLICE CIVILIAN INVESTIGATOR	33.55	5,814.81	69,777.73	35.36	6,128.81	73,545.74	37.27	6,459.77	77,517.22	39.28	6,808.60	81,703.14	41.40	7,176.26	86,115.12
POLICE PROPERTY TECHNICIAN	29.95	5,191.60	62,299.21	31.57	5,471.95	65,663.37	33.27	5,767.43	69,209.19	35.07	6,078.88	72,946.50	36.96	6,407.13	76,885.62
POLICE SERVICE OFFICER	24.20	4,195.35	50,344.20	25.51	4,421.90	53,062.78	26.89	4,660.68	55,928.18	28.34	4,912.36	58,948.30	29.87	5,177.63	62,131.51
POLICE SERVICES SUPERVISOR	35.23	6,105.90	73,270.82	37.13	6,435.62	77,227.43	39.13	6,783.14	81,397.71	41.25	7,149.43	85,793.19	43.47	7,535.50	90,426.01
PUBLIC SAFETY COMMUNICATION SUPERVISOR - DISPATCH	45.74	7,928.08	95,136.93	48.21	8,356.19	100,274.32	50.81	8,807.43	105,689.14	53.56	9,283.03	111,396.35	56.45	9,784.31	117,411.75

**APPENDIX "A" - JOB CLASS AND SALARY SCHEDULE
 PLACENTIA CITY EMPLOYEES ASSOCIATION (PCEA)
 Effective July 1, 2024**

JOB CLASS	STEP A			STEP B			STEP C			STEP D			STEP E		
	Hr.	Monthly	Annual												
PUBLIC SAFETY DISPATCHER	32.92	5,706.78	68,481.36	34.70	6,014.95	72,179.36	36.58	6,339.75	76,077.05	38.55	6,682.10	80,185.23	40.63	7,042.94	84,515.22
PUBLIC WORKS INSPECTOR	31.92	5,532.02	66,384.23	33.64	5,830.75	69,968.97	35.46	6,145.61	73,747.29	37.37	6,477.47	77,729.66	39.39	6,827.25	81,927.05
SENIOR ACCOUNTING TECHNICIAN	28.54	4,946.98	59,363.79	30.08	5,214.12	62,569.44	31.71	5,495.68	65,948.20	33.42	5,792.45	69,509.42	35.22	6,105.24	73,262.93
SENIOR ADMINISTRATIVE ASSISTANT	29.64	5,137.00	61,643.99	31.24	5,414.40	64,972.77	32.92	5,706.78	68,481.31	34.70	6,014.94	72,179.32	36.58	6,339.75	76,076.99
SENIOR BUILDING INSPECTOR	32.71	5,669.26	68,031.14	34.47	5,975.40	71,704.82	36.34	6,298.07	75,576.88	38.30	6,638.17	79,658.04	40.37	6,996.63	83,959.56
SENIOR CODE ENFORCEMENT OFFICER	32.34	5,605.35	67,264.16	34.08	5,908.04	70,896.44	35.93	6,227.07	74,724.85	37.87	6,563.33	78,759.98	39.91	6,917.75	83,013.01
SENIOR CUSTODIAN	24.84	4,305.41	51,664.87	26.18	4,537.90	54,454.76	27.59	4,782.94	57,395.32	29.08	5,041.22	60,494.66	30.65	5,313.45	63,761.37
SENIOR ENGINEERING AIDE	28.77	4,986.02	59,832.20	30.32	5,255.26	63,063.12	31.96	5,539.04	66,468.52	33.68	5,838.15	70,057.81	35.50	6,153.41	73,840.94
SENIOR HUMAN RESOURCE TECHNICIAN	29.95	5,191.60	62,299.21	31.57	5,471.95	65,663.37	33.27	5,767.43	69,209.19	35.07	6,078.88	72,946.50	36.96	6,407.13	76,885.62

APPENDIX "B" - 1995 INSURANCE BENEFITS CHANGES

Section 3. Insurances

Tier I - Employees, hired prior to November 21, 1995.

The City shall make available single party and dependent medical, dental, optical, longterm disability and life insurance to all classified employees, and to such other employees and officials as may be designated by the City Council. The City shall pay that amount toward the premiums for such insurance as may be determined by the City Council and the employee shall pay the remainder of the premium. Such premiums shall be paid only to the company or companies with whom the City has contracted for such insurance coverage.

During periods of approved medical leave without pay, the City shall continue to pay its normal contribution for the above insurances for all officers and employees.

Upon service retirement, or ordinary disability retirement, the City shall continue to pay its normal contribution for medical, dental, optical, and life insurances for all eligible employees. These benefits shall be considered to be vested for employees hired prior to November 21, 1995. Retired employees receiving these insurances shall, if eligible enroll in, and pay for Medicare, Part B, at their earliest eligible date, as primary carrier. Employees retiring with industrial disability shall not be eligible for this benefit.

Tier II - Employees, hired on or after November 21, 1995.

The City shall make available single party and dependent medical, dental, optical, longterm disability and life insurance to all classified employees, and to such other employees and officials as may be designated by the City Council. The City shall pay that amount toward the premiums for such insurance as may be determined by the City Council and the employee shall pay the remainder of the premium. Such premiums shall be paid only to the company or companies with whom the City has contracted for such insurance coverage.

During periods of approved medical leave without pay, the City shall continue to pay its normal contribution for the above insurances for all officers and employees.

Upon service retirement, or ordinary disability retirement, Tier II employees shall have the option of participating in a post-retirement insurance benefit program at their own cost. Employees retiring for industrial disability shall not be eligible for this benefit.

CITY agrees that PCEA representative(s) shall participate in the exploration and possible development of an employee paid pre-funded post-retirement benefits program for employees hired after November 21, 1995.

APPENDIX "C"- CASUAL DRESS CODE

Each Department Head, with the approval of the City Administrator, has the discretion to develop a more comprehensive dress code appropriate for employees' department.

GENERAL GUIDELINES

The City of Placentia is a public service delivery organization. All employees should dress appropriately for this business environment and in keeping with employees' work assignment. Public image plays an important role in developing and maintaining support for the organization. To maintain the confidence and respect of the citizens and other customers, each employee must exercise professional judgment as they choose workplace attire.

Business Casual does not mean sloppy. Clothing should be clean, wrinkle free, and without holes and frayed areas. **Uniformed employees are required to dress per department standards; all other employees may dress casual in accordance with the following guidelines:**

- Neat, business casual attire.
- Casual slacks — no blue jeans except on Thursday or Friday.
- No T-shirts.
- Professional business attire will be required for meetings with outside agencies or night meetings.
- Please do NOT wear clothing with writing or messages, shorts, sandals for men or slippers for men or women.
- For Thursdays/Fridays **ONLY** blue jeans are acceptable. City shirts are acceptable anytime.

Each employee's supervisor can make determinations as to the appropriateness of an employee's attire pursuant to this policy. If, in the opinion of the supervisor, an employee is not adhering to the intent of this policy, the supervisor will inform that person that he/she must dress in accordance with this policy. In severe cases, after consulting with the Department Head and the Human Resources Department, the supervisor may send the person home to change as directed. In that event, time away from work will not be considered hours worked. An employee may use PTO time, compensatory, floating holiday, or administrative leave for such time away from work. This casual dress code will be adhered to unless it is superseded by a City Administrative Policy.

RESOLUTION NO. R-2023-59

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING A BUDGET AMENDMENT IN FISCAL YEAR 2023-24 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 2023-24 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 2023-24, via Resolution No. R-2023-42, 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
General Fund	PCEA MOU	General Government	109595-5023	\$219,949	Increase

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 11th DAY OF JULY 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 11th day of July 2023 by the following vote:

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

Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF HUMAN RESOURCES

DATE: JULY 11, 2023

SUBJECT: **RESOLUTION TO ADOPT A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PLACENTIA AND THE PLACENTIA FIREFIGHTERS' ASSOCIATION**

FISCAL
IMPACT:

FISCAL YEAR 2023-24	\$ 321,108	(Estimated)
FISCAL YEAR 2024-25	<u>\$ 224,143</u>	(Estimated)
TOTAL	\$ 545,251	

SUMMARY:

The City and the Placentia Firefighters' Association (PFA) have engaged in good faith labor negotiations and have reached terms on the wages, hours, and working conditions for their respective employees.

RECOMMENDATION:

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

1. Adopt Resolution R-2023-62 approving the terms between the City and the Placentia Firefighters' Association (PFA); and
2. Adopt Resolution No. R-2023-63, A Resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2023-24 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 execute a Memorandum of Understanding (MOU) based upon the terms for PFA on behalf of the City, in a form approved by the City's Labor Counsel.

STRATEGIC PLAN STATEMENT:

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

1.n.
July 11, 2023

DISCUSSION:

The MOU between the City and the PFA expired on June 30, 2023. City representatives have been in discussion with the labor group representatives during the past six months. Based upon City Council direction and with cooperation from the bargaining units, the negotiations process has been successfully completed between the City and the PFA.

The terms for this MOU include the following compensation and benefit adjustments:

1. Term: July 1, 2023 – June 30, 2025
2. Compensation: 6% market rate adjustments for PFA classifications effective the full pay period of July 2023 and 4% effective the full pay period of July 2024.
3. One-Time Compensation: All employees in paid status as of the approval and adoption of the MOU will receive a one-time 5%, based upon adjusted wages as of July 2023.
4. Holiday Closure: continue Holiday leave for the holiday closure for the term of the agreement.
5. Longevity pay: 4% of base pay @ 5 years, 5% @ 15 years for a total of 9%.
6. Certification pays for unit employees who obtain certifications through Office of State Fire Marshal above the level of a Firefighter II. Maximum 2 certification pays. Firefighter \$165/month, Fire Engineer/Patrol Engineer: \$223 per month, Fire Captain: \$260 per month.
7. Memorialize the practice of accruing Compensation Time Off (CTO). CTO accruals capped at a maximum of 96 hours effective the end of the contract term.

FISCAL IMPACT:

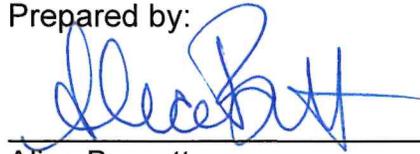
The total cost for the aforementioned market rate adjustments is estimated to be:

	Fiscal Year 23-24	Fiscal Year 24-25
Salary Increases	\$237,312	\$213,143
Longevity – 4% @ 5 years, 9% @ 15 years*	\$0	\$0
Certification Pays	\$5,480	\$11,000
5% One Time Payment (Base rate)	\$78,316	\$0
Total	\$321,108	\$224,143

* No members will be eligible for longevity during the term of this agreement.

Funding for wage increases included in the FY23/24 Adopted Budget. Funding for One-time payment proposed to come from unassigned fund balance.

Prepared by:



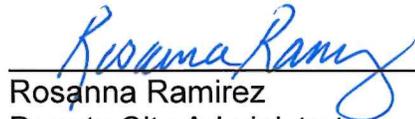
Alice Burnett
Director of Human Resources

Reviewed and approved:



Jennifer Lampman
Director of Finance

Reviewed and approved:



Rosanna Ramirez
Deputy City Administrator

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Resolution No. R-2023-62
2. Memorandum of Understanding
3. Resolution No. R-2023-63 -Budget Amendment

RESOLUTION NO. R-2023-62

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PLACENTIA, CALIFORNIA APPROVING A MEMORANDUM
OF UNDERSTANDING FOR THE PLACENTIA
FIREFIGHTERS' ASSOCIATION FOR THE PERIOD JULY 1,
2023, THROUGH JUNE 30, 2025**

WHEREAS, pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code Section 3500 et seq.) the Director of Human Resources as designated lead negotiator has met and consulted in good faith with the representatives of the Placentia Firefighters' Association (Association) on matters relating to wages, hours, and other terms and conditions of employment; and

WHEREAS, said representatives of the City and the Association have reached tentative agreement and have jointly prepared a written MOU which is attached to this resolution and incorporated herein; and

WHEREAS, such agreement is within the parameters established by the City Council for an agreement with the Association; and

WHEREAS, the City Council finds that the terms and conditions of this agreement are proper and in the best interest of the City.

The City Council of the City of Placentia does hereby resolve as follows:

Section 1: The Memorandum of Understanding for the Placentia Firefighters' Association dated January 1, 2023, is hereby repealed. All previous and conflicting Memorandum of Understandings adopted for this purpose either by Resolution or by Minute order are repealed.

Section 2: This Resolution provides for salaries, benefits and other terms and conditions of employment applicable to the Placentia Firefighters' Association as listed in the attached Memorandum of Understanding (Exhibit A).

Section 3: The Memorandum of Understanding applicable to the Placentia Firefighters' Association effective July 1, 2023, and attached hereto is approved.

APPROVED and ADOPTED this 11th day of July 2023.

Ward L. Smith, Mayor

ATTEST:

Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert S. McKinnell, City Clerk of the City of Placentia do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 11th day of July 2023 by the following vote:

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

Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney



MEMORANDUM OF UNDERSTANDING

Between

THE CITY OF PLACENTIA
(CITY)

and

PLACENTIA FIREFIGHTERS' ASSOCIATION
(PFA)

July 1, 2023 – June 30, 2025

No. PFA 23-25

Adopted July 11, 2023, Resolution No. _____

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MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF PLACENTIA
AND
THE PLACENTIA FIREFIGHTERS' ASSOCIATION

PREAMBLE

The wages, hours and conditions of employment that are set forth in this Memorandum of Understanding ("MOU") have been discussed and jointly proposed by and between the City of Placentia (hereinafter the "City") and the Placentia Firefighters' Association (hereinafter the "Association") and shall apply to all the employees in classifications represented by the Association.

The terms and conditions of employment that are set forth in this MOU have been discussed in good faith between the City and the Association. The Association has recommended, and its members have ratified all of the terms and conditions of employment as set forth herein. The City recommends to the Placentia City Council that the terms and conditions of employment as set forth herein be implemented by resolution of the City Council. Upon the adoption of such resolution, all the terms and conditions of this MOU so incorporated shall become effective without further action by either party.

ARTICLE I - RECOGNITION

Pursuant to Government Code Section 3500 et seq. and Resolution 71-R-153 of the City Council of the City of Placentia (Employer-Employee Relations Resolution), the City has recognized the Association as the exclusive representative of all sworn, full-time, non-management fire employees of the City for purposes of representation on wages, hours, fringe benefits, and other terms and conditions of employment. As the representative of sworn, full-time, non-management fire employees, the Association is empowered to act on behalf of said employees, whether or not they are individually members of the Association.

The list of represented classifications at the time of entering this Agreement is as follows:

- Firefighter
- Patrol Engineer
- Fire Engineer
- Fire Captain

The City hereby agrees it shall no longer employ a part-time program for any rank except firefighter.

ARTICLE II - COMPLETE AND ENTIRE AGREEMENT

This Agreement, upon ratification and adoption, supersedes all prior agreements, whether written or oral, unless expressly stated to the contrary herein and constitutes the complete and entire agreement between the parties and concludes the meet and confer process for its term unless otherwise expressly stated. Moreover, to the extent not in conflict or inconsistent with the provisions herein, the parties understand and agree that existing City Personnel Rules and Placentia Fire and Life Safety Department Rules and Regulations, and other City rules, regulations, and policies, continue to apply, as presently constituted.

ARTICLE III - SEVERABILITY

If any section, subsection, sentence, clause, or phrase of this MOU is for any reason held to be invalid, illegal, unconstitutional or unenforceable by reason of any existing or subsequently enacted state or federal legislation, regulation or order or decree of a court of competent jurisdiction, the invalidation of such part of this MOU shall not affect the validity of the remaining portion of this MOU. Either party may request to meet and confer over the impacts that the invalidation of any section, clause, or provision causes.

ARTICLE IV - TERM

The term of this Memorandum of Understanding shall be July 1, 2023 through June 30, 2025. The terms of this Memorandum are to remain in full force and effect upon adoption of the MOU by the City Council through June 30, 2025.

ARTICLE V - SALARY

A. Base Salary

The base salaries for represented classifications shall be as set forth in Appendix A to this MOU.

B. Compensation Adjustments

1. Effective the first full pay period following July 1, 2023, the salary range will be increased by six percent (6%). Individuals will receive an adjustment of six percent (6%) related to the change in the salary schedule.
2. Effective the first full pay period following July 1, 2024, the salary range will be increased by four percent (4%). Individuals will receive an adjustment of four percent (4%) related to the change in the salary schedule.

C. One-Time Compensation

All employees in paid status as of the approval and adoption of the MOU will receive a one-time compensation of five percent (5%) at base rate of pay. The compensation payment would be paid upon completion of the next full pay period after adoption of the MOU.

D. Salary upon appointment

Appointments are typically made at the entry step of the salary range. The Fire Chief or City Administrator may authorize at the time of appointment placement at any step within the salary range for individuals with experience, knowledge, skills, and/or abilities related to the classification.

E. Movement within the salary range

Individuals are eligible for advancement within the established salary step range based upon obtaining a "meets standards" or better overall rating on their annual performance evaluation. Advancement within the salary range based on performance shall not occur more than once for every twelve (12) months of service and shall not exceed a one-step increase (5.4%) in pay.

F. Salary upon promotion

Every promotion from one class to a higher class shall carry a minimum increase in base salary of 5.4%. In the event a promotion is made within six months of the employee's salary anniversary date, the placement on the new range shall be at a minimum increase in base salary of 8.1% or 10.8% over the current rate. If promotion occurs less than 3 months from the last merit increase, use 8.1%. If promotion occurs when merit is due within 3 months, use 10.8%.

ARTICLE VI - EDUCATION INCENTIVE PAY

Employees covered by this agreement shall be eligible to receive one of the following educational bonus payments:

REQUIREMENTS	ADDITIONAL PAY
AA Degree	2% of Base Pay
Bachelor's Degree	4% of Base Pay
Master's Degree or PhD	6% of Base Pay

ARTICLE VII - LONGEVITY PAY

The City Agrees to implement a longevity pay program to be administered in the following manner:

1. Employees who have completed five (5) years of City Service shall receive longevity pay of four (4%) applied to the base rate of pay.
2. Employees who have completed fifteen (15) years of City Service shall receive longevity pay of five (5%) (for a total of 9%) applied to the base rate of pay.

ARTICLE VIII - BILINGUAL PAY

Employees who have the ability to communicate in a language in addition to English, and who occupy positions in which said ability is regularly used, may be designated by the appointing authority to receive Bilingual Pay differential of \$175 a month to speak another language. Prior to receiving Bilingual Pay, designated employees must pass an objective testing process selected by the City demonstrating bilingual ability.

ARTICLE IX - CERTIFICATION PAY

Unit Employees who obtain certifications through the Office of State Fire Marshall above the level of a Firefighter II certificate, are eligible for the following pay per certificate:

- Firefighter: \$195 per month
- Fire Engineer/Patrol Engineer: \$223 per month
- Fire Captain: \$260 per month

Unit employees are only eligible for maximum of two (2) certificate pays.

ARTICLE X – EMT REQUIREMENTS

Employees shall, as a condition of employment, be required to maintain a California EMT-1 with the County of Orange, Department of Health, Emergency Medical Services Section. In addition, employees shall demonstrate their required skill proficiency at intervals not to exceed 6 months. Violation of this condition of employment shall be deemed good cause for reprimand and possible dismissal. Employees who are licensed paramedics within the State of California shall be deemed to meet this requirement. Employees shall be solely responsible for ensuring that their EMT-1 licenses are renewed prior to expiration, and the City will reimburse employee for any renewal fees. Employees who allow their licenses to expire will not be allowed to provide patient care and may be reassigned to other duties until their license is renewed. Employees must provide the City with a copy of their valid and current EMT-1 licenses which the City will keep on file in the employee's personnel records. Continuing education requirements and training to maintain an EMT-1 license shall be provided by the City, while the employee is on-duty.

ARTICLE XI - OVERTIME

A. Definition

For non-exempt full-time employees, overtime shall be defined as all hours actually worked or deemed worked in excess of one hundred and eighty-two (182) hours in a twenty-four (24) consecutive day work period. All overtime must be pre-approved by the Fire Chief or his/her designee.

B. Compensation

Any employee who works overtime shall be compensated at FLSA premium rates, i.e., one and one-half (1-1/2) times the employee's regular rate of pay including any applicable special rate supplement or locality payment.

C. Payment

Payment for overtime premiums shall be made in the pay period containing the end of the FLSA work period to allow for the computation of overtime to be determined.

D. Calculating Time

Hours worked shall be tracked in increments of quarter hour increments. Time worked under 8 minutes shall be deemed *de minimus*. Time worked of 8 minutes or more shall be rounded up to the next quarter hour.

E. Compensatory Time

1. Unit employees may accrue Compensatory Time Off (CTO) in lieu of working overtime per the definition above in Section A. No employee may accrue greater than 96 hours of CTO at any one time.
2. For unit employees with accrued CTO, those employees may elect to cash out this time. Employees with CTO above the accrual cap at the end of the term of the contract will automatically be paid out as cash at their regular rate of pay.
3. Unit employees who are promoted to another classification will be paid accrued CTO at their regular rate of pay prior to promotion.
4. Leave cash out as outlined in this section may be paid in cash or as a deferred compensation contribution, at the employee's option, within the applicable Internal Revenue Service Limits.

F. Need to fill a Shift

When there is a need to fill a shift or a partial shift, the following steps must be followed:

	Captains	Engineers	Firefighters
Step 1	Offer to Captain	Offer to Engineers, including Patrol Engineers	Offer to Part time Firefighter
Step 2	Offer to Actor	Offer to Actor	Offer to Full Time Firefighter
Step 3	Captain Mandate	Offer to Captain	Offer to Engineers, including Patrol Engineers
Step 4	N/A	Engineer Mandate, including Patrol Engineers	Firefighter Mandate

G. Pilot Program – Patrol Unit

Association is willing to agree to a pilot program for the term of this agreement wherein the City will employ three Firefighters to work on the Patrol unit (one Firefighter per shift), on a 48/96 schedule. Firefighters assigned to the Patrol unit can be used on the engine/truck only when an absence on the engine/truck is caused by a call-out with less than 48 hours' notice, to avoid a mandate, or to fill a long-term vacancy. When the Firefighter assigned to the Patrol unit is absent for any reason, it shall be at the discretion of the Fire Chief to fill this vacancy or to take the Patrol unit out of operation for that shift.

	Captains	Engineers	Firefighters
Step 1	Offer to Captain	Offer to Engineers, including Patrol Engineers	Offer to Firefighter assigned to Patrol per pilot program
Step 2	Offer to Actor	Offer to Actor	Offer to Part-time Firefighter
Step 3	Captain Mandate	Offer to Captain	Offer to Full-time Firefighter
Step 4	N/A	Engineer Mandate, including Patrol Engineers	Offer to Engineers, including Patrol Engineers
Step 5	N/A	N/A	Firefighter Mandate

ARTICLE XII - HOURS WORKED/WORK SCHEDULE

A. Work Period

In accordance with the provisions of the Fair Labor Standards Act (FLSA), the work period consists of twenty-four (24) consecutive days. The City declares a 7(k) exemption under the FLSA. Paid leaves including but not limited to AHW, PTO, holiday and bereavement are not considered hours worked.

B. Work Schedules

Full-time suppression personnel (not including the Patrol Engineer) will work a 48/96 schedule. Each regular shift will consist of 48 consecutive work hours, which will be followed by 96 consecutive hours off duty, unless recalled to work. The City shall maintain three (3) shifts designated as "A," "B," and "C" shifts. Patrol Engineer(s) will work a 4/12 schedule.

The Fire Chief may change/adjust station assignments and work shifts (A, B or C shift) to meet operational needs.

Initial hire probationary employees may be assigned to any station and/or work shift.

C. Hours of work

1. All Employees except Patrol Engineer

Each 24-hour workday begins at 0800. A work shift begins at 0800 and is complete after 48 hours of work. Shift change occurs at 0800. There are two (2) twenty-four-hour days in each shift. The Fire Chief shall have the discretion to adjust the start of a work shift as he/she sees fit to meet operational needs, subject to the duty to meet and confer.

2. Patrol Engineer

Each 12-hour workday begins at 0800 and ends at 2000. The Patrol Engineer shall supplement core fire suppression (heavy apparatus) operations only. It shall ideally operate for 12-hours a day, 7 days a week during peak call volume periods. As the Patrol is only supplementary, it shall only be placed in service if designated patrol staffing are available. The Fire Chief shall have the discretion to adjust the start of a work shift as he/she sees fit to meet operational needs, subject to the duty to meet and confer.

D. Consecutive Hours Worked

- 1.** There will be a ninety-six (96) consecutive hours cap on the number of hours an employee can be required to work (break in between is 24 hours), except in cases of emergency to maintain staffing levels for emergency responses. Employees may agree to work up to 120 consecutive hours.
- 2.** The Consecutive Hours cap will not apply to strike teams and hours worked while on a strike team will be managed by the State Mutual Aid Agreement.

E. Hours related to December 24/25 (Christmas Language)

In the event that the 48/96 schedule requires a shift (affected shift) to work on both December 24 and December 25, the affected shift will switch scheduled workdays with the proceeding shift (relief shift) as follows: The entire affected shift will work on December 22 and December 25, the entire relief shift will work December 23 and December 24. These changes will be considered regular workdays for the shifts and are subject to normal Fire Department practices regarding leave requests, shift trades, etc.

ARTIICLE XIII - STAFFING

Placentia Fire and Life Safety Department heavy apparatus shall be constantly staffed with two (2) three-person companies supervised by one (1) Battalion Chief or Acting Battalion Chief. Reserve Firefighters shall staff the fourth seat on each apparatus in service when available. Each of the two (2) 3-person companies shall consist of an Engine or Quint staffed by full-time and part time personnel in the following ranks:

- 1 Captain (full time)
- 1 Engineer (full-time)
- 1 Firefighter (Full or Part-Time)

In addition to the two required engines/quints, the City may elect to operate a Patrol staffed by a minimum of one (1) full-time Patrol Engineer, with the option of one additional full-time or part-time firefighter.

Part-time firefighters are scheduled to work on an engine only pursuant to the overtime protocol, below, or as a fourth person.

ARTICLE XIV - ACTING ASSIGNMENTS

Employees may volunteer to act in a higher classification provided the employee has completed the actor's task book for the higher classification. The Fire Chief may assign employees to act in a higher classification when there is a long-term absence (anticipated to last 90 days or longer). Employees may not act in a higher classification when there is a permanent vacancy and a promotional list for the higher classification exists. Employees shall be paid at the bottom step of the acting class or at a step that provides the employee a minimum of a five percent (5%) increase in their compensation, whichever is greater. The acting assignment shall end at the discretion of the City, but in no event longer than six months. An individual may serve in an acting capacity for up to 12-months only if there is a vacancy occasioned by a long-term injury or illness, the injured employee remains employed by the City and there is no other employee willing and qualified to serve in the acting capacity.

ARTICLE XV – SHIFT TRADES

- A. Exchanges of time (aka shift trades) count as hours worked for the employee whose shift was worked, not for the employee who worked the shift.
- B. Employees may have the ability to trade shifts with their colleagues at the same rank subject to the following conditions:
 - 1. The practice of shift trading shall be voluntary on the part of each employee.
 - 2. The Battalion Chief may review and determine whether to approve or deny the shift trade. However, denials are not subject to being grieved.
 - 3. The employee whose shift is worked gets credit for the shift. Thus, the employee whose shift was worked will record the time as time worked on his or her time sheet.
 - 4. Payback of the traded shift will be the responsibility of the two employees who trade shifts and will not be monitored by the City. If an employee leaves the City having not paid back a shift, it shall be the responsibility of the two employees to work out any pay back. Any dispute as to paybacks is to be resolved by the involved employees, and under no circumstances will the City be obligated for any further compensation whatsoever to any of the involved employees. The City is not responsible in any manner for hours owed to employees by other employees who leave the employment of the City or are assigned other duties.
 - 5. If an employee agrees to trade shifts with another employee and then calls in sick and/or does not work the shift, the employee who agreed to work the shift shall have his/her AHW Leave deducted. For example, if Employee A agrees to work the shift for Employee B and prior to the shift, Employee A calls in sick and does not work the shift, Employee A's AHW Leave is deducted and Employee B gets credit for the shift. If no AHW leave is available, PTO hours will be used.

ARTICLE XVI - MUTUAL AID

Staffing for State Mutual Aid will be determined as provided on a case-by-case basis by the Fire Chief or his/her designee.

ARTICLE XVII - LEAVES

A. Alternative Health & Wellness

Employees participate in the Alternative Health and Wellness (AHW) program which provides leave to be used for sick leave purposes as well as an incentive when employees use low amounts of said leave.

AHW hours may be used for an employees' illness or injury, medical appointments, for victims of domestic violence or stalking, or for other reasons the law allows sick leave to be used. Additionally, AHW leave may be used for family sick leave purposes as defined under the law (Labor Code 233).

Employees must notify the Battalion Chief a minimum of four (4) hours prior to the beginning of their shift, if possible. Employees who call in sick must utilize all available AHW leave for the duration of their sickness and may not use any other type of leave unless the employee's AHW leave is exhausted.

Evidence may be required in the form of a physician's certification, or other documentation, for any absence of a duration of two (2) or more consecutive working shifts days during which AHW leave is requested unless waived by the City Administrator. If the absence during which leave is requested is less than 2 consecutive workdays, no physician's certificate (note) will be necessary prior to returning to work, unless the City has reasonable cause to believe there is abuse of the leave.

AHW leave accrual cannot exceed one-hundred and ninety-two (192) hours. The AHW hours have no cash value during employment or upon termination of employment.

Employees receive up to ninety-six (96) hours of AHW leave effective the first pay period in July, as long as the AHW bank does not exceed 192 hours.

New employees will receive a pro-rated amount of AHW hours based on their date of hire. For example, an employee who begins employment in October, will receive sixty-four (64) hours of AHW with the first pay period in November for the remaining eight months in the fiscal year. New employees may use AHW leave after completing three months of City service.

Employees in active service as of July 1st will receive \$250 with the first paycheck in July each year.

In addition to the \$250, employees who use thirteen (13) hours of leave or less of AHW leave during a fiscal year (between July 1 -June 30) will be given \$1,000 with the first pay check following the completion of the fiscal year and may convert twenty-four (24) hours of AHW leave to their PTO bank (subject to PTO bank maximums). The employees must submit an election form requesting the conversion by June 1st of each year, and those who meet the criteria will have the 24 hours converted to PTO prior to the annual allocation of AHW leave.

In addition to the \$250, employees who use more than thirteen (13) hours but twenty-six

(26) hours of leave or less of AHW leave between July 1 – June 30 will be given \$500 with the first pay check following the completion of the fiscal year and, may convert twelve (12) hours of AHW leave to their PTO bank (subject to PTO bank maximums). The employees must submit an election form requesting the conversion by June 1st of

each year, and those who meet the criteria will have the 12 hours converted to PTO prior to the annual allocation of AHW leave.

B. Bereavement Leave

Upon the death of an immediate family member, 48/96 and 4/12 employees may use up to forty-eight (48) hours of paid bereavement leave in a consecutive twelve-month period and 4/10 employees may use up to forty (40) hours of paid bereavement leave in a consecutive twelve-month period beginning from the date the leave first begins. For bereavement leave purposes, immediate family members include spouse, registered domestic partner, parent, parent-in-law, sister/sister-in-law, brother/brother-in-law, child, stepchild, and foster child as well as grandparent and grandchild.

C. Personal Time Off (PTO)

The purpose of personal time off (PTO) is to enable eligible unit employees to take time off from work.

1. PTO accrues on a per pay period basis as follows:

YEARS OF SERVICE	ANNUAL ACCRUAL
Upon Hire – completion of five (5) years of service	120 hours
Beginning of sixth year – completion of seven (7) years of service	140 hours
After Completion of eight (8) to ten (10) years of service	160 hours
After completion of ten (10) years of service	180 hours

2. Partial PTO Leave Accrual

Should an employee have paid hours less than their normally required full-time scheduled hours on any pay period, PTO accrual is pro-rated based on the number of paid hours.

3. PTO Maximum Accrual

Employees may accumulate up to a maximum of 260 hours. Once an employee reaches the maximum, no additional PTO will accrue until the accrual bank is below the maximum.

4. Accrual Balance Upon Appointment

Upon appointment to a classification covered by this compensation resolution, the City Administrator may authorize a beginning PTO level above zero.

5. PTO Use

PTO may be used following the completion of six (6) months of City service.

PTO may be requested and used for any reason subject to the AHW policy. Use of PTO is subject to approval by the employees' Battalion Chief. Requests for PTO use should be provided as far in advance as feasible, but generally with at least four (4) weeks' notice. Employees must comply with department policy regarding scheduling and use of PTO. Should a request to use PTO be denied, and the nature of the request is for a protected leave under the law, the employee is expected to seek assistance from Human Resources to facilitate approval of the leave. PTO will be reviewed and approved by the Fire Chief or his/her designee. Vacations will be pre-scheduled a minimum of three months in advance.

6. PTO Cash Out

To be eligible for Leave Cash Out, employee must utilize 40 hours of PTO in the preceding twelve months.

An employee may irrevocably elect to receive payment for PTO as follows:

- a. The employee submits a completed PTO Leave Cash Out Election form (provided by Payroll) by December 15th to elect to receive a cash payment for PTO hours that was accrued during that calendar year.
- b. The election for cash out is limited to one-hundred and fifty (150) hours of accrued and unused PTO.
- c. The irrevocable election request is to receive cash payment for the number of hours elected at the base hourly rate of pay.
- d. Payment for the PTO cash out will occur with the first paycheck paid in December of the following calendar year.
- e. At the time of the cash out, the balance of PTO once the cash out is made must be at least forty-eight (48) hours. Should the balance fall below forty-eight (48) hours, the amount of cash out will be adjusted to provide a cash out that results in a PTO balance of forty-eight (48) hours. Should fewer than ninety-six (96) hours be accrued at the time of cash out, no payment for PTO will be made to the employee.

7. Use of PTO Immediately Prior to Separation

PTO may not be used immediately prior to separation as a means to extend fully paid status for an individual when there is no intent to return to work, unless expressly approved by the City Administrator or as permitted under the law.

8. Payment of Accrued and Unused PTO Upon Separation

Accrued and unused PTO in accordance with the maximum accrual and other applicable sections of this document is paid at the base hourly rate of pay with the final paycheck upon separation from City service.

Leave cash out as outlined in this section may be paid in cash or as a deferred compensation contribution, at the employee's option, within the applicable Internal Revenue Service Limits.

D. Holidays

Unit employees shall not be entitled to leave on designated holidays.

Employees in the Fire service work without regard to holidays. No additional compensation is provided for working on holidays.

If an employee is scheduled to work on a holiday, they are not entitled to use PTO.

Unit employees shall accrue 120 hours of holiday in-lieu leave per year, credited to employee's Holiday Leave bank on January 1. Any balance that remains in the last pay period of the calendar year shall be paid to employees at their base rate of pay.

Holiday leave will be prorated upon hire/separation.

E. Holiday Closure

City to provide sixty (60) hours of leave for use in lieu of the 2023 holiday closure. Any time not utilized or paid out will be forfeited effective June 30, 2024. Employees must be employed during the Holiday closure period between December 15, 2023-January 2, 2024 to be eligible.

City to provide sixty (60) hours of leave for use in lieu of the 2024 holiday closure. Any time not utilized or paid out will be forfeited effective June 30, 2025. Employees must be employed during the Holiday closure period between December 20, 2024-January 6, 2025 to be eligible.

F. Jury Duty

Employees who are summoned for jury duty on a regularly scheduled work day will be compensated with paid jury duty service of up to eleven (11) hours per day. Employees released from jury service shall return to work immediately to complete their shift. Employees must submit proof of jury duty service upon completion of the service.

G. Leave of Absence Without Pay

The City Administrator may grant a leave of absence without pay for up to one year at his/her sole discretion. The denial of a request for an unpaid leave of absence is not subject to any grievance or appeal process.

The unpaid leave of absence in this section would be for a leave of absence that is not covered under any law or other City policy. An employee must exhaust all accrued leave prior to being eligible for an approved leave of absence without pay. An employee, who fails to return to work from a leave of absence without pay, may be subject to termination from employment.

During any unpaid leave of absence, employees will not accrue leave and the City will not contribute toward medical/insurance benefits, unless required to do so under the law.

H. Military Leave

Military leave is provided pursuant to the provisions of the State of California and federal law.

I. Workers' Compensation Leave

Safety employees are eligible for leave benefits pursuant to Labor Code 4850.

J. Modified Duty/Return to Work Program

All injured employees shall adhere to the City's Modified Duty/Return to Work Program

ARTICLE XVIII - BENEFITS

A. Insurance and Benefit Plans

1. Medical

The City will provide access to medical insurance through the California Public Employees' Retirement System (CalPERS). If an employee elects to participate in a CalPERS medical plan, the maximum monthly City contribution, including any PERS required minimum, will be made as follows:

The City shall pay up to 100% of the plan selected, up to a maximum of:

- \$722 per month for employee only
- \$1,444 per month for employee+1
- \$1,877 per month for employee+2

Employees may select any available CalPERS benefit plan. Should an employee select a plan with premiums in excess of the City contribution level, the employee will be responsible for payment of such through payroll deductions. Should an individual select a plan less than the City contribution, the City's contribution is limited to the plan premium.

Employees who opt out of the CalPERS medical plan will receive \$400 per month. To receive the opt out cash, an employee must provide the following: (1) proof that the employee and all individuals for whom the employee intends to claim a personal exemption deduction ("tax family"), have or will have minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California) for the plan year to which the opt out arrangement applies ("opt out period"); and (2) the employee must sign an attestation that the employee and his/her tax family have or will have such minimum essential coverage for the opt out period. An employee must provide the attestation every plan year at open enrollment or within 30 days after the start of

the plan year. The opt-out payment cannot be made, and the City will not in fact make payment if the employer knows that the employee or tax family member does not have such alternative coverage, or if the conditions in this paragraph are not otherwise satisfied. The selection of dental plan provider and coverage is at the City's sole discretion.

City and Association representative(s) agree to participate in the exploration and possible development of an employee paid pre-funded post-retirement benefits program for unit employees.

2. Dental

Employees (and eligible dependents) may elect to enroll in a dental plan offered by the City. City will provide a choice between an HMO plan (California Dental) or PPO Plan (Principal Dental) to include orthodontic coverage, this benefit is a \$1,500 lifetime maximum per family member enrolled in the dental plan. The selection of dental plan provider and coverage is at the City's sole discretion.

3. Vision

The City will enroll employees and eligible dependents in a vision plan. The vision plan premium is paid by the City. The selection of vision plan provider and level of coverage is at the City's sole discretion.

4. Life Insurance

The City provides a life insurance benefit in the amount of one times the employee's annual salary, rounded to the next \$1,000 with a maximum of \$150,000 if coverage for employees, and \$1,000 for spouse and children over the age of six (6) months. The premium for life insurance is paid by the City. The selection of life insurance plan provider and level of coverage is at the City's sole discretion.

5. Short Term and Long-Term Disability

The City offers a short-term and long-term disability plan. The premiums for both plans are paid by the City. Coverage levels, eligibility requirements, and benefit payments are maintained in the plan document maintained in Human Resources. The selection of the plan provider and level of coverage is at the City's sole discretion.

6. Section 125 Flexible Spending Accounts

The City offers medical and/or dependent care flexible spending accounts. Participation in one or both plans is voluntary and funded by the employee.

B. Retirement

The City does not participate in Social Security. The City provides a defined contribution plan for employees. Retirement age is 50 years. Employer contributions to the plan are ten percent (10%) of base pay. Compensation defined as base pay

excludes overtime, specialty pay, education pay, reimbursements, allowances, leave cash outs, and any other ad hoc pay.

Employees become 100% vested in the plan upon completion of their fourth anniversary of employment with the City. Should the employee separate from service prior to their fourth anniversary all retirement benefit contributions made by the City on their behalf will be returned to the City. No employee contributions are required.

The City retains sole discretion in selecting the plan provider. Details on plan provisions are in the plan document.

C. Deferred Compensation Plan

Employees may participate in a 457 deferred compensation program by electing to contribute pre-tax earnings to the plan subject to annual plan limits.

D. Tuition Reimbursement

The City shall reimburse an employee seventy-five percent (75%) of the actual cost of books and tuition for a course given by an accredited public and private institution at the current per unit cost of tuition at a "tax supported" institution (Cal-State Fullerton shall be used as the standard); provided such course directly pertains to the employee's present duties and/or pertains to the next step toward promotion in his/her field of endeavor; further provided that a written request must be submitted and approved by his/her department head and the City Administrator prior to the date of the first meeting of the course; further provided said employee remains in the employ of the City for one (1) year after successful completion of said course. If he/she leaves prior to said one (1) year, the employee is responsible for reimbursement of that cost. The City may cap the amount of the tuition reimbursement funds. Those funds will be identified annually in the City budget. Requests for reimbursement will be processed in a first-come, first-served basis, subject to the annual cap.

ARTICLE XIX - PROBATIONARY PERIOD

A. New Hires

1. Employees hired or appointed as an entry level full-time firefighter will serve an eighteen (18) month probationary period.
2. Lateral employees who have completed one or more years in the fire service in the rank of full-time firefighter or above will serve a twelve (12) month probationary period.
3. The City Administrator or his/her designee may establish a one-time six (6) month extension when an employee fails to satisfactorily meet the expectations of their probation. If probation is extended, the employee shall be informed in writing of the extension prior to the expiration of the initial probationary period.
4. During the probationary period, an employee may be rejected at any time by the Fire Chief or City Administrator without cause and without the right of

appeal. Notification of rejection, in writing, shall be served on the probationer and a copy filed with Human Resources.

5. The Fire Department shall complete a written performance evaluation indicating whether the employee has or has not been granted permanent status. The Fire Department shall also give a copy to the employee and file the original with the Human Resources Division before the probationer's permanent status date.

B. Promotional

Employees on promotional probation shall be subject to a 12-month probationary period. An employee's probation may be extended at the discretion of the City by up to 180 days, by providing the employee written notice of the extension. Upon completion of the probationary period (12 months, or up to 18 months if extended) the employee shall be deemed permanent in the promoted rank. Employees who are rejected on promotional probation, shall be reinstated to the rank held immediately before their promotion.

ARTICLE XX - PERSONNEL FILES

- A. Employees may review their own personnel and/or administrative file, including his/her background investigation insofar as may be required by then-controlling law, provided reasonable notice by written request is made to the City.
- B. The Employee shall make an appointment with Human Resources to review his/her administrative/personnel files at least one working day in advance and the City shall honor his/her request under normal conditions.
- C. Material derogatory to an Employee's conduct, service, character, or personality shall not be entered in an Employee's personnel or administrative file unless the Employee is notified and given an opportunity to review and comment thereon. The Employee shall be given a copy of the material on request. The Employee shall acknowledge that he/she has read and does not necessarily indicate agreement with its contents.
- D. Any Employee wishing to review his/her file while on duty under the provisions of this section shall first notify his/her supervisor and obtain approval for the necessary time. The supervisor shall not unreasonably withhold approval but may set reasonable time limits and schedules so as not to adversely affect City operations. The employee need not notify his/her supervisor if this review is not done on duty.
- E. Letters of reprimand shall remain in personnel files for a period of two (2) years. After two (2) years the employee may petition letters of reprimand for removal unless a similar incident has occurred during that time. Cumulative letters for the same type of incident shall remain for two (2) years after the date of the last letter of reprimand. Any removal is at the sole discretion of the City and shall not be eligible for grievance.

- F. All other disciplinary actions and documents shall remain in personnel files for four (4) years. After four (4) years, the employee may petition disciplinary actions and documents for removal unless a similar incident has occurred during that time. Cumulative disciplinary actions and/or other documents for the same type of incident shall remain for four (4) years from the date of the last disciplinary action and/or documentation. Any removal is at the sole discretion of the City and shall not be eligible for grievance.
- G. In all situations related to past and current disciplinary items, it shall be the responsibility of the employee to petition for the removal of said items to the Fire Chief or designee.

ARTICLE XXII - UNIFORMS

Initial Issue of Uniforms

The City shall provide an initial issue of 3 sets of Class B uniforms to each employee 1 name plate (last name only), 1 pair of station boots, 4 Physical training shorts, 6 short sleeve t-shirts and 4 long sleeve t-shirts. The City shall provide each new employee, upon completion of his/her original probation period a Class A uniform. Upon promotion, the City will provide any needed updates to the Class A uniform. Maintenance and replacement due to normal wear and tear of the Class A and B uniforms shall be the responsibility of the City.

A. Safety gear

The City will provide and maintain the following safety gear, to include, at a minimum, the following:

- 2 turnout coats
- 1 pair of structure boots
- 2 pairs of turnout pants
- 2 pairs of suspenders
- 2 pairs of structure gloves
- 1 pair of work gloves
- 1 structure helmet
- 1 pair of goggles
- 2 hoods
- 1 pair of safety boots
- 1 pair of medical safety glasses
- 2 wildland coats
- 3 pairs of uniform brush pants (replaced if damaged)
- 1 pair of raingear pants
- 1 raingear jacket (parka and parka lining)

ARTICLE XXII - PHYSICAL FITNESS

The City acknowledges the importance of physical fitness. One hour per day for physical fitness on duty will be authorized, provided, however, employees are responsible to

complete daily duties and assignments. The Fire Chief or his/her designee may authorize physical fitness in the morning, understanding daily duties and assignments shall take priority. Physical fitness while on duty may only take place at the fire station and not at a gym or other private location; however, employees may be permitted to go on a run in the immediate surrounding area of the station, such that response times are not delayed. If the Fire Association obtains pre-approval from the City Administrator or his/her designee to purchase exercise equipment, the City will contribute, up to, 50% of the cost of the exercise equipment. Workout equipment and physical fitness shall not impede the operations of the fire station(s).

ARTICLE XXIII - ANNUAL VOLUNTARY PHYSICAL FITNESS ASSESSMENT

Results of employee's Annual Physical Fitness Assessment program through Santa Ana College (or any subsequent provider) shall be confidential and no medical information shall be transmitted to the City without the employee's consent or lawful court order.

ARTICLE XXIX – USE OF TOBACCO

All employees shall not smoke, vape, or use any tobacco products (including vaping and e-cigarettes) at any time while on duty or off duty.

ARTICLE XXX - SUBSTANCE ABUSE

- A. It is the responsibility of all employees to cooperate to protect the lives, personal safety and property of coworkers and fellow citizens. Employees shall take all reasonable steps to accomplish these goals and to minimize potential dangers.
- B. It is in the best interest of the City, its employees and the public to ensure that employees do not appear for work under the influence of drugs or alcohol, or possess illegal substances or alcohol while at work, because such conduct is likely to result in reduced productivity, an unsafe working environment, poor morale and increased potential liability to the City. "Under the influence of drugs" means the use of any illegal substance or misuse of a prescribed drug in a manner and to a degree that impairs the employee's work performance or ability to use City property or equipment safely.
- C. The City shall, upon showing of reasonable suspicion that this policy is being violated, compel an employee who appears to be presently under the influence of drugs or alcohol to submit to a drug or alcohol screening examination on City time and at the City's expense. Refusal to submit to the test may be deemed insubordination and may subject the employee to discipline, up to and including termination. Nothing contained herein shall limit the City's right to discipline or discharge any employee for violating the terms of this Section.
- D. Marijuana use is strictly prohibited by all Fire Department personnel.

ARTICLE XXXI - FITNESS FOR DUTY

- A. Employees must be physically and mentally fit to perform the duties of the job in order to instill public confidence in the fire service. It is equally important that the dignity and rights of all personnel be respected and followed in the administration of fitness for duty examinations.
- B. The Fire Chief or designee, in consultation with the Deputy City Administrator and City Administrator may determine that an employee who demonstrates behavior or performance that calls into question his or her fitness for duty may be required to submit to a physical or psychological fitness for duty examination.
- C. When a fitness for duty exam is ordered the employee will be presented a written statement containing the facts that were used to make this decision. The medical provider who performs the fitness for duty exam will be provided with the documentation detailing the performance and behavior issues as well as a job description. An employee administratively relieved from duty pending a fitness exam shall be placed on paid administrative leave until the results of the examination are known to the Chief, City Administrator, and Director of Human Resources.
- D. When the results of the examination indicate that the employee is fit to perform the regular duties of the position, the employee shall be returned to work on his or her next regular work shift.
- E. When the results of the examination indicate the employee is not fit for duty, the employee will be placed on leave. An employee with no unused, accrued leave may be placed in an unpaid status.
- F. The employee may request, or if there is a possibility that the cause is based on a work-related issue, the employee will be offered, a DWC1. Determination of the compensability of the claim will be made following standard workers' compensation procedures.
- G. If the results of the examination indicate that the employee is fit for duty with limitations, in accordance with ADA and FEHA, the City and the employee will meet in an interactive process to determine whether the employee's limitations can be reasonably accommodated, and the employee returned to work. If there is no reasonable accommodation that can be made, the employee shall be treated as though unfit for duty.
- H. Exams: The cost of the examination shall be borne by the City. An employee shall be paid for all time spent in the exam, including travel to and from the exam.

ARTICLE XXXII – GRIEVANCE PROCEDURE

A. Purpose

The provisions of this Section shall in no way apply to the "meet-and-confer" process.

The purpose of the grievance procedure is:

1. To promote improved employer-employee relations by establishing grievance procedures on matters for which appeal or hearing is not provided by other regulations.
2. To afford unit employees, individually or through qualified employee organizations a systematic means of obtaining further consideration of problems after every reasonable effort has failed to resolve them through discussions.
3. To provide that a grievance shall be settled as near as possible to the point of origin.
4. To provide that appeals shall be conducted as informally as possible.

B. Matters Subject to Grievance Procedure

Any unit employee shall have the right to grieve alleged violations or misapplications of this Memorandum of Understanding or of existing resolutions, ordinances, rules or regulations with respect to wages, hours, or conditions of employment, or suspension, dismissal from employment, or any other action; and for which appeal is not provided by other regulations or is not prohibited.

C. Informal Grievance Procedure

If an employee has a problem relating to a work situation, the employee is encouraged to request a meeting with his/her immediate supervisor to discuss the problem in an effort to clarify the issue and to work cooperatively towards a solution. A unit employee who has a problem or complaint should first try to get it settled through discussion with his/her immediate supervisor without undue delay. If, after this discussion, he/she does not believe the problem has been satisfactorily resolved, he/she shall have the right to discuss it with his/her supervisor's immediate superior. Every effort should be made to find an acceptable solution by informal means at the lowest possible level of supervision. If the unit employee is not in agreement with the decision reached by discussion, he/she shall then have the right to file a formal grievance. Any formal grievance must be filed within thirty (30) calendar days after the event giving rise to said grievance.

D. Formal Grievance Procedure

1. First Level of Review (Step 1)

The grievance shall be presented in writing to the unit employee's immediate supervisor, who shall render his/her decision and comments in writing and return them to the unit employee within fifteen (15) calendar days after receiving the grievance in writing. The initial written grievance should contain the name of the grievant, the name of the grievant's representative, if any, identification of nature of the grievance and any rule, regulation or MOU provision alleged to be violated, the remedy requested and any other information to assist in resolving the grievance. If the unit employee does not

agree with his/her supervisor's decision, or if no answer has been received within fifteen (15) calendar days after submitting the grievance in writing to the immediate supervisor, the unit employee may present an appeal in writing to the Fire Chief. Failure of the unit employee to take further action within ten (10) calendar days after receipt of the written decision of his/her supervisor, or within twenty-five (25) calendar days following submittal of the written grievance to the supervisor if no decision by the supervisor is rendered, will constitute a withdraw/dropping of the grievance.

2. Department Review (Step 2)

The Fire Chief receiving the grievance, or his/her designated representative, shall discuss the grievance with the unit employee, his/her representative, if any, and with other appropriate persons. The Fire Chief (or designee) shall render his/her decision and comments in writing and return them to the unit employee within fifteen (15) calendar days after receiving the grievance. If the unit employee does not agree with the decision reached or if no answer has been received within fifteen (15) calendar days, he/she may present the grievance, in writing, to the City Administrator. Failure of the unit employee to take further action within ten (10) calendar days after receipt of the decision of the Fire Chief, or within a total of twenty-five (25) calendar days following submittal of the written grievance to the Fire Chief if no decision is rendered, will constitute a withdraw/dropping of the grievance.

3. City Administrator Review (Step 3)

The City Administrator shall discuss the grievance with the unit employee, his/her representative, if any, and with other appropriate persons. The City Administrator may designate a fact-finding committee or an individual not in the normal line of supervision, to advise him/her concerning the grievance. The City Administrator shall render a decision in writing to the unit employee within twenty (20) calendar days after receiving the grievance. If the unit employee does not agree with the decision reached or if no answer has been received within twenty (20) calendar days, he/she may submit the grievance to binding arbitration, as outlined below. Failure of the unit employee to take further action within ten (10) calendar days after receipt of the City Administrator's decision, or within a total of twenty (20) calendar days following submittal of the written grievance to the City Administrator if no decision is rendered will constitute a withdraw/dropping of the grievance.

E. Conduct of Grievance Procedure

1. The time limits specified above may be extended to a definite date by mutual agreement of the unit employee and the reviewer concerned.
2. The unit employee may request the assistance of another person of his/her own choosing in preparing and presenting his/her appeal at any level of review.

3. The unit employee and his/her representative may be permitted to use a reasonable amount of work time, as determined by the Fire Chief, in conferring about and presenting the appeal.
4. Unit employees shall be assured freedom from reprisal for using the grievance procedure.

F. Arbitration

1. General Provisions

After having exhausted the provisions of the Grievance Procedure set forth herein, an eligible unit employee shall have the right to submit to binding arbitration any grievance which has not been resolved to his/her satisfaction, except in instances where such submission is specifically prohibited by the Personnel Ordinance, City Personnel Rules or this Memorandum of Understanding. Such appeal may be filed only after completion of Step 3 of the Grievance Procedure and in accordance with the time limits provided herein. Binding arbitration, as provided in this Article, shall be the sole and exclusive procedure for final resolution of unresolved grievances.

2. Procedures

If the grievant is not satisfied with the decision rendered at Step 3 of the Grievance Procedure, he/she may submit the matter to binding arbitration within the time limits set forth in the Grievance Procedures by filing written notice of such submission with the Director of Administrative Services. The written notice shall set forth the issue being submitted to binding arbitration, the provision(s) allegedly violated, and the remedy requested.

- a. The City's representative and the grievant, or his/her designated representative(s), shall select an impartial third party to serve as the arbitrator.
- b. If the City's representative and the grievant, or his/her designated representative(s), are unable to agree upon an impartial third party, then the arbitrator shall be selected by mutually striking and ranking names from a list of professional arbitrators supplied by the American Arbitration Association. Failure of the unit employee to participate in obtaining a list of arbitrators, selecting a single arbitrator, or scheduling an arbitration date, within thirty (30) calendar days of being requested to do so by the City, shall constitute a dropping of the grievance.
- c. Each party to the dispute shall have the opportunity to present testimony and relevant evidence and to cross-examine witnesses examine witnesses before the arbitrator. After hearing the case, the arbitrator shall, in writing, submit to the parties his/her decision for resolution of the grievance. The decision of the arbitrator shall be final and binding upon both parties.

3. Conditions

The arbitrator shall have no power to add to, subtract from, nor to modify any of the terms of any memorandum of understanding between the parties, work rules, Department Policies and/or Personnel Rules. The arbitrator's award shall be consistent with, and controlled by, the Personnel Rules, Ordinances, and Charter of the City of Placentia, as well as the laws and Constitution of the State of California. Further, the Hearing Officer shall not have the authority or power to render a binding decision that requires the City to expend additional funds beyond those already contemplated in the MOU, work rules, department policies, personnel rules or existing state or federal laws, to hire additional personnel, to buy additional equipment or supplies, or to pay wages or benefits not specifically provided for in the MOU, Personnel Rules, or any resolutions, ordinances, work rules, practices or policies adopted by the City. The Hearing Officer shall not have the authority to require the City to perform any other action that would violate state or federal laws.

All expenses of arbitration shall be borne equally by the parties.

ARTICLE XXXIII – DISCIPLINARY APPEAL PROCEDURE

A. Standards of Conduct

All employees are expected to adhere to standards of reasonable and prudent conduct.

B. Applicability of Discipline

Disciplinary action may be taken against any non-elected employee of the City.

C. Discretion in Disciplinary Action

The City Administrator, Director of Human Resources, Fire Chief, or designee can exercise their discretion in applying discipline appropriate to the employee's offense(s) and work record.

D. Permitted Disciplinary Action

Any one or combination of the following disciplinary actions may be taken against any employee for offenses stated in this section or for any other just cause:

- Oral admonishment
- Directive Memorandum
- Corrective Memorandum
- Written reprimand
- Suspension
- Reduction in salary
- Demotion
- Dismissal
- Elimination of ability to do/request shift trades

E. Non-Disciplinary Actions

An employee being considered for any discipline shall be insured due process when appropriate through pre-disciplinary measures described in this section and pursuant to the Firefighters' Procedural Bill of Right Act.

1. Oral Admonishment

Oral admonishments should be given in private. The supervisor shall include in the admonishment a review of appropriate departmental standards and policies, employee performance expected in the future and the likely consequences of failure to correct performance or behavior. Oral admonishments may not be appealed. No documentation of an oral admonishment shall appear in the employee's personnel file and any such documentation will be destroyed on the employee's anniversary date.

2. Directive Memorandum

It informs the employee how to complete a task and directs the employee to perform correctly in the future. It can also be used to give general direction to more than one employee. Issuance of a directive memorandum may not be appealed. A directive memorandum shall not appear in the employee's personnel file and will be destroyed on the employee's anniversary date.

F. Disciplinary Action

Written notice of any proposed disciplinary action shall be given to the employee in private. This notice shall include the proposed action, the intended effective date, and the specific reasons for such action. A written copy of the allegations of misconduct and the grounds for such allegations shall also be included, along with a copy of all materials upon which the discipline is based. The employee is entitled to copies of all materials on which the allegations are based, if there are any. The employee's right to respond orally or in writing, the right to respond in person with or without a designated representative, the time in which the response should be made and to whom and where it should be made, shall be specified in the notice of intended discipline.

1. Written Reprimand

A written reprimand shall be prepared for the continued or more serious offense. The reprimand shall take the form of a memorandum including a full, accurate and factual statement of the reason for the reprimand. The memorandum shall be given to the employee in private. The supervisor shall explain appropriate departmental standards and policies, employee performance expected in the future and likely consequences of failure to correct performance or behavior. A copy of the memorandum shall be placed in the employee's personnel folder. The employee may respond to the memorandum in writing within thirty (30) calendar days from date of receiving the memorandum and have such response placed in the employee's personnel folder. A dated copy of the written reprimand shall be released to the employee.

2. Suspension Without Pay

When the employee's undesirable conduct has been continuous, repeated, or is deemed by management to be of such severity that lesser penalties are inadequate or have proved ineffective, the Fire Chief or his/her designee may impose suspension without pay of up to 10 shifts. Such suspension shall occur only after the notice of intent to suspend is issued. The employee will have appeal rights as indicated in employee response section of this contract.

3. Reduction In Salary

When the employee's undesirable conduct has been continuous, repeated, or is deemed by management to be of such severity that lesser penalties are inadequate or have proved ineffective, the Fire Chief or his/her designee may impose a reduction in salary. The reduction in salary shall be to a lower step in the employee's pay range and for a maximum of 12 months, following which the employee will be eligible for a merit step increase to the next higher step. The employee will have appeal rights as indicated in employee response section of this contract.

4. Dismissal

When the employee's conduct has been of a continuous nature, uncorrected by previous discipline, or is of such a nature as to make further employment not in the City's interests, or for other good cause, the Fire Chief or his/her designee shall have the right to dismiss the employee. Any action of dismissal shall be taken only in compliance with the notice procedures. The employee will have appeal rights as indicated in employee response section of this contract.

G. Employee Response for Disciplinary Actions

An employee is entitled to a reasonable time, generally (15) calendar days from date of notice, to respond to a notice of proposed discipline. Should an employee respond, the Fire Chief shall consider the response in reaching a decision on the proposed disciplinary action. If the event the Fire Chief has a conflict of interest, they shall recuse themselves from the discipline process and the pre-disciplinary response shall be delegated to another individual who shall make the final decision. The employee is entitled to respond in writing or orally, personally or through a designated representative, or any combination thereof. If the employee requests a meeting to present a response, the meeting shall not be conducted as an adversarial hearing. The Fire Chief or his/her designee may grant an extension of time to respond to the proposed discipline.

The employee may not cross-examine the department's witnesses nor present a formal case to support the response. The employee shall be given the opportunity to make a representation the employee believes might affect the disciplinary decision. Any time extensions shall be permitted only with the consent of the Fire Chief or his/her designee. If the employee fails to respond within the time specified, the Chief may proceed with a decision.

The Chief has the right to conduct further investigations should new information be presented. If new charges result from the investigation, the employee shall be given another opportunity to respond.

H. The Disciplinary Response

The Fire Chief, or, in the case of a conflict of interest, the designee, shall provide a written answer to an employee's pre-disciplinary response at the earliest practical date, not to exceed fifteen (15) calendar days following the response of the employee. The Chief shall deliver the notice of decision to the employee at or before the time when the action will be effective. The answer shall be dated and signed by the Chief or his/her designee. The answer shall inform the employee if the proposed discipline has been sustained. The answer shall include a statement of the employee's right to appeal, as provided herein.

Additionally, the time limit for an appeal and the specific discipline to be imposed or the decision not to impose discipline shall be included in the answer. The effective date of discipline shall be included in the answer.

I. Appeal of Department Disciplinary Actions

Any employee may appeal imposition of discipline within fifteen (15) calendar days after the receipt by the employee of the Disciplinary Response from the Chief or his/her designee. Appeals from discipline shall be in writing and delivered to the City Administrator or designee. Appeals shall be conducted pursuant to the Grievance procedure, above, by an arbitrator mutually selected by the parties by agreement or through the striking process. Each party shall bear their own costs of representation. All expenses shall be borne equally by the parties.

APPENDIX A

Effective July 2023

JOB CLASS	STEP A			STEP B			STEP C			STEP D			STEP E		
	Hr.	Monthly	Annual	Hr.	Monthly	Annual									
FIRE CAPTAIN	30.64	7,436.21	89,234.49	32.30	7,837.77	94,053.20	34.04	8,260.97	99,131.69	35.88	8,707.05	104,484.56	37.82	9,177.20	110,126.45
FIRE ENGINEER	26.30	6,381.28	76,575.38	27.72	6,725.86	80,710.36	29.21	7,089.09	85,069.13	30.79	7,471.91	89,662.94	32.45	7,875.35	94,504.14
FIRE FIGHTER	23.11	5,608.24	67,298.93	24.36	5,911.12	70,933.49	25.67	6,230.31	74,763.72	27.06	6,566.74	78,800.88	28.52	6,921.35	83,056.18
FIRE PATROL ENGINEER	30.68	6,381.28	76,575.38	32.34	6,725.86	80,710.36	34.08	7,089.09	85,069.13	35.92	7,471.91	89,662.94	37.86	7,875.35	94,504.14

Effective July 2024

JOB CLASS	STEP A			STEP B			STEP C			STEP D			STEP E		
	Hr.	Monthly	Annual	Hr.	Monthly	Annual	Hr.	Monthly	Annual	Hr.	Monthly	Annual	Hr.	Monthly	Annual
FIRE CAPTAIN	31.87	7,733.66	92,803.87	33.59	8,151.28	97,815.32	35.40	8,591.41	103,096.96	37.32	9,055.33	108,663.94	39.33	9,544.29	114,531.51
FIRE ENGINEER	27.35	6,636.53	79,638.39	28.83	6,994.90	83,938.78	30.38	7,372.66	88,471.90	32.02	7,770.79	93,249.46	33.75	8,190.36	98,284.31
FIRE FIGHTER	24.04	5,832.57	69,990.89	25.33	6,147.57	73,770.83	26.70	6,479.52	77,754.27	28.14	6,829.41	81,952.91	29.66	7,198.20	86,378.43
FIRE PATROL ENGINEER	31.91	6,636.53	79,638.39	33.63	6,994.90	83,938.78	35.45	7,372.66	88,471.90	37.36	7,770.79	93,249.46	39.38	8,190.36	98,284.31

RESOLUTION NO. R-2023-63

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING A BUDGET AMENDMENT IN FISCAL YEAR 2023-24 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 2023-24 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 2023-24, via Resolution No. R-2023-42, 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
General Fund	PFA MOU	General Government	109595-5023	\$78,316	Increase

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 11th DAY OF JULY 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 11th day of July 2023 by the following vote:

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

Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: CITY ADMINISTRATOR
FROM: DIRECTOR OF HUMAN RESOURCES
DATE: JULY 11, 2023
SUBJECT: **RESOLUTION TO ADOPT A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PLACENTIA AND THE PLACENTIA POLICE OFFICERS' ASSOCIATION**

FISCAL
IMPACT: FISCAL YEAR 2023-24 \$ 819,236 (Estimated)
FISCAL YEAR 2024-25 \$ 523,100 (Estimated)
TOTAL \$1,342,336

SUMMARY:

The City and the Placentia Police Officers' Association have engaged in good faith labor negotiations and have reached terms on the wages, hours, and working conditions for their respective employees.

RECOMMENDATION:

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

1. Adopt Resolution R-2023-60 approving the terms between the City and the Police Officers' Association (PPOA); and
2. Adopt Resolution No. R-2023-61, A Resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2023-24 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 execute a Memorandum of Understanding (MOU) based upon the terms for PPOA on behalf of the City, in a form approved by the City's Labor Counsel.

STRATEGIC PLAN STATEMENT:

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

1.o.
July 11, 2023

DISCUSSION:

The MOU between the City and the PPOA expired on June 30, 2023. City representatives have been in discussion with the labor group representatives during the past six months. Based upon City Council direction and with cooperation from the bargaining units, the negotiations process has been successfully completed between the City and the PPOA.

The terms for this MOU include the following compensation and benefit adjustments:

1. Term: July 1, 2023 – June 30, 2025
2. Compensation: 8% market rate adjustments for PFA classifications effective the full pay period of July 2023 and 6% effective the full pay period of July 2024.
3. One-Time Compensation: All employees in paid status as of the approval and adoption of the MOU will receive a one-time 5%, based upon adjusted wages as of July 2023.
4. Holiday Closure: continue Holiday leave for the holiday closure for the term of the agreement.
5. Bereavement leave increased from 3 days to 5 days.
6. The City and Association agree to work with a City-wide committee to review and make recommendations for a revised Alternative Health and Wellness (AHW) program.
7. The City and Association agree to work with a City-wide committee for development of an employee paid, pre-funded post-employment retirement benefit program for employees hired after 1995.
8. Separate leave banks (Holiday, PTO, CTO) for more accurate tracking of accruals.
9. Non-Fair Labor Standards Act (non-FLSA) Compensation Time Off (CTO) accruals capped at a maximum of 425 hours effective the end of the contract term.

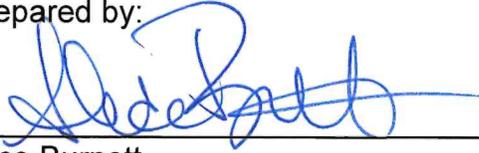
FISCAL IMPACT:

The total cost for the market rate adjustments is estimated to be:

	Fiscal Year 23-24	Fiscal Year 24-25
Salary Increases	\$620,098	\$521,236
Increase Holiday Accrual (10 hour holiday)	\$20,395	\$1,864
Certification Pays	\$5,480	\$11,000
5% One Time Payment (Base rate)	\$178,743	\$0
Total	\$819,236	\$523,100

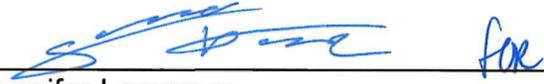
Funding for wage increases included in the FY23/24 Adopted Budget. Funding for One-time payment proposed to come from unassigned fund balance. Costs for increases will be offset by the addition of a cap to member's Non-FLSA Compensation Time Off bank which should generate long-term savings to the City.

Prepared by:



Alice Burnett
Director of Human Resources

Reviewed and approved:



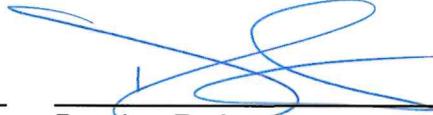
Jennifer Lampman
Director of Finance

Reviewed and approved:



Rosanna Ramirez
Deputy City Administrator

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Resolution No. R-2023-60
2. Memorandum of Understanding
3. Resolution No. R-2023-61 Budget Amendment

RESOLUTION NO. R-2023-60

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PLACENTIA, CALIFORNIA APPROVING A MEMORANDUM
OF UNDERSTANDING FOR THE PLACENTIA POLICE
OFFICERS' ASSOCIATION FOR THE PERIOD JULY 1, 2023,
THROUGH JUNE 30, 2025**

WHEREAS, pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code Section 3500 et seq.) the Director of Human Resources as designated lead negotiator has met and consulted in good faith with the representatives of the Placentia Police Officers' Association (Association) on matters relating to wages, hours, and other terms and conditions of employment; and

WHEREAS, said representatives of the City and the Association have reached tentative agreement and have jointly prepared a written MOU which is attached to this resolution and incorporated herein; and

WHEREAS, such agreement is within the parameters established by the City Council for an agreement with the Association; and

WHEREAS, the City Council finds that the terms and conditions of this agreement are proper and in the best interest of the City.

The City Council of the City of Placentia does hereby resolve as follows:

Section 1: The Memorandum of Understanding for the Placentia Police Officers' Association dated July 1, 2021, is hereby repealed. All previous and conflicting Memorandum of Understandings adopted for this purpose either by Resolution or by Minute order are repealed.

Section 2: This Resolution provides for salaries, benefits and other terms and conditions of employment applicable to the Placentia Police Officers' Association as listed in the attached Memorandum of Understanding (Exhibit A).

Section 3: The Memorandum of Understanding applicable to the Placentia Police Officers' Association effective July 1, 2023, and attached hereto is approved.

APPROVED and ADOPTED this 11th day of July 2023.

Ward L. Smith, Mayor

ATTEST:

Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert S. McKinnell, City Clerk of the City of Placentia do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 11th day of July 2023 by the following vote:

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

Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney



MEMORANDUM OF UNDERSTANDING

Between

THE CITY OF PLACENTIA
and
PLACENTIA POLICE OFFICERS ASSOCIATION
(PPOA)

July 1, 2023 – June 30, 2025

No. PPOA 23-25
Adopted July 11, 2023, Resolution No. _____

ATTACHMENT 1

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PREAMBLE

The wages, hours and conditions of employment that are set forth in this Memorandum have been discussed and jointly proposed by and between the City of Placentia (hereinafter called "PLACENTIA" or "the City") and the Placentia Police Officers' Association (hereinafter called "PPOA") and shall apply to all the employees of PLACENTIA working in the job classes set forth in Appendix "A".

The terms and conditions of employment that are set forth in this Memorandum have been discussed in good faith between representatives of PLACENTIA and PPOA. PPOA has recommended and its members have ratified all the terms and conditions of employment as set forth herein. Staff officials of PLACENTIA recommend to the Placentia City Council that the terms and conditions of employment as set forth herein be implemented by resolution of the City Council. Upon the adoption of such a resolution, all the terms and conditions of this Memorandum so incorporated shall become effective without further action by either party.

Unless otherwise noted, changes to wages, hours, and conditions of employment are prospective following City Council approval of the Memorandum of Understanding (MOU).

ARTICLE 1 - PPOA RECOGNITION

PLACENTIA hereby recognizes the Placentia Police Officers' Association ("PPOA") as the representative for all its members to the fullest extent allowable under California law, the Meyers-Milias-Brown Act Government Code Section 3500, et seq., applying to public employees. As public employees, such Unit Employees have the right to discuss individual problems of employment with PLACENTIA, provided that, upon request of a Unit Employee, the PPOA shall be kept fully informed and have the right to be present and represent the Unit Employee at all such meetings between PLACENTIA and the individual or when City Rules, Regulations, Policies or laws affecting wages, hours and/or other terms and conditions of employment may be amended or changed.

The City agrees that the Representatives of the Association, shall be entitled to meet and confer with Management during said representatives' normal working hours (no more than three hours per meeting) without suffering any loss in pay while absent from duties for such purpose.

ARTICLE 2 - PPOA RIGHTS

A. Membership Dues

The City will provide dues authorization forms to new employees who may become members of the Association. When the City receives a dues authorization form or upon written notice from the Association that the employee has authorized dues deduction, membership dues will be automatically deducted from an employee's pay and forwarded by the City to PPOA. Dues deductions begin the beginning of the pay period following the City's receipt of notice from the PPOA.

B. Access to Placentia Communication Systems

The City's interdepartmental messenger service may be used for individual business-oriented communication between employees who are represented by the Association and Directors of the Association or their designees.

In the interests of facilitating communication with Association members and the distribution of information to association members, the Association may utilize the City's e-mail system to communicate with association members in matters of normal association business. The City's e-mail system and interdepartmental communications system shall not be used for political or campaign related activity. Use of the City's email system is subject to compliance with City policy and communications should not be considered confidential or exempt from public disclosure under the Public Records Act. PPOA may use the City's email for a reasonable amount of time for PPOA business.

C. PPOA Business On City Time

PPOA members will be allowed to conduct a reasonable amount of PPOA business during their regular work shift(s).

ARTICLE 3 - NON-DISCRIMINATION

The City and the Association agree that they shall not discriminate against any employee based on protected class under state or federal law.

ARTICLE 4 - CITY PERSONNEL RULES

The City and PPOA agree, during the term of the MOU, to meet and confer pursuant to the Myers-Milias-Brown Act (MMBA) regarding Personnel Rules and City policies within the scope of bargaining and any proposed changes to said rules and/or policies.

ARTICLE 5 – PROBATION

- A. All original Police sworn personnel appointments shall be tentative and subject to a probationary period of one year (12 months) of actual service.
- B. Newly hired entry-level Police Officers (not possessing a POST Basic Certificate) shall be subject to an eighteen (18) month probationary period.
- C. The City Administrator may establish a longer probationary period for specified cases.
- D. The police department shall complete a written performance evaluation indicating whether the employee has or has not been granted permanent status, give a copy to the employee, and file the original with the Human Resources Division before the probationer's permanent status date.

ARTICLE 6 - ADVANCEMENT THROUGH THE SALARY SCHEDULE

Unit employees are eligible to advance one-step in the salary schedule after 12 months of service in the current step and with satisfactory job performance. For example, employees hired at Step A are eligible for movement to Step B after 12 months of City service and upon receipt of a performance evaluation that identifies that the employee meets all job standards.

ARTICLE 7 - PAYROLL PROCESSES

Unit employees will be paid on a bi-weekly basis.

ARTICLE 8 - COMPENSATION AND SPECIAL ASSIGNMENT PAY

The basic salary schedule will be set forth in Appendix "A" attached to this MOU.

A. Compensation

1. Effective the first full pay period following July 1, 2023, the salary range will be increased by eight percent (8%). Individuals will receive an adjustment of eight percent related to the change in the salary schedule.
2. Effective the first full pay period following July 1, 2024, the salary range will be increased by six percent (6%). Individuals will receive an adjustment of six percent related to the change in the salary schedule.
3. One-Time Bonus: All employees in paid status as of the approval and adoption of the MOU will receive a one-time, five percent (5%), non-PERSable compensation payment at base rate of pay.

B. Education and POST Certification Differentials

1. Police Officers in possession of a Basic POST Certificate receive Basic POST incentive pay of 2.5% applied to the base hourly rate of pay.
2. Police Officers with either an Intermediate POST certificate or an Associate of Arts/Science degree (AA/AS) will receive a 4.5% differential applied to the base hourly rate of pay.
3. Police Officers with either an Advanced POST certificate or a Bachelor of Arts/Science degree (BA/BS) will receive a 7% differential applied to the base hourly rate of pay.
4. Police Officers may receive Basic POST Pay and one other education differential (POST or Degree). These pays calculate off the base hourly rate of pay and do not compound.
5. To the extent permitted by law, the City shall report education or POST pay as compensation earnable pursuant to CCR § 571 (a)(2) and § 571.1 (b)(2)

C. Longevity Pay Program

Unit employees who have completed five years of service with the City of Placentia will receive longevity pay of 4% applied to the base rate of pay.

Unit employees who have completed fifteen years of service with the City of Placentia will receive an additional longevity pay of 5% (for a total of 9%) applied to the base rate of pay.

To the extent permitted by law, the City shall report longevity pay as special compensation to CalPERS pursuant to CCR §571(a)(1) and 571.1 (b)(1) Incentive pay – Longevity.

D. Special Assignment Pay

1. Police Officers assigned to Investigations shall receive 5% applied to the base rate of pay.

To the extent permitted by law, the City shall report this as special compensation to CalPERS pursuant to CCR §571 and §571.1 Special Assignment Pay – Police Investigation.

2. Police Officers assigned to Canine duties shall receive 5% applied to the base rate of pay.

To the extent permitted by law, the City shall report this as special compensation to CalPERS pursuant to CCR §571 and §571.1 (b)(1) Special Assignment Pay – Canine Officer.

3. Police Officers assigned to Personnel and Training shall receive 5% applied to the base rate of pay.

To the extent permitted by law, the City shall report this as special compensation to CalPERS pursuant to CCR §571 and §571.1 Special Assignment Pay – Police Administrative Officer.

4. Field Training Officer

- a. Police Officers who are designated to act as a Field Training Officer (FTO) shall receive 5% applied to the base rate of pay whether they have a current trainee or not. This pay is not reportable to CalPERS as special compensation.

As determined by CalPERS (May 2022) and to the extent permitted by law, the City shall report this as special compensation to CalPERS pursuant to CCR §571 and §571.1 Special Assignment Pay – Training Premium.

- b. City agrees to provide an additional 4% applied to the base rate of pay for those unit members assigned to FTO specialty and actively training.

To the extent permitted by law, the City shall report this as special compensation to CalPERS pursuant to CCR §571 and §571.1 Special Assignment Pay – Training Premium.

5. Police Officers assigned motorcycle duty or assigned to the Traffic Division shall receive 5% applied to the base rate of pay.

To the extent permitted by law, the City shall report this as special compensation to CalPERS pursuant to CCR §571 and §571.1 Special Assignment Pay – Motorcycle Patrol or Traffic Detail.

6. Police Officers assigned to School Resources Officer duty shall receive 5% applied to the base rate of pay.

To the extent permitted by law, the City shall report this as special compensation to CalPERS pursuant to CCR §571 and §571.1 Special Assignment Pay – Police Liaison.

7. Homeless Liaison Officer

- a. Police Officers assigned as a Homeless Liaison Officer (maximum of two assignments) shall receive \$225 per month while working in this assignment.

This additional compensation is not reportable to CalPERS as special compensation.

- b. Police Officers assigned to a full-time special assignment as a Homeless Liaison Officer shall receive 5% applied to the base rate of pay.

To the extent permitted by law, the City shall report this as special compensation to CalPERS pursuant to CCR Sections 571 and 571.1 – Special Assignment Pay.

8. Police Officers regularly assigned to a shift where more than half of the regularly assigned hours falls between 6:00 p.m. and 6:00 a.m. will receive a shift differential of 2.5% applied to the base rate of pay for the regularly scheduled hours assigned to the night shift.

To the extent permitted by law, the City shall report this as special compensation to CalPERS pursuant to CCR §571 and §571.1 Special Assignment Pay – Shift Differential.

E. Bilingual Pay

1. Police Officers who have the ability to communicate in a language in addition to English, and who occupy positions in which said ability is regularly used, may be designated by the City to receive Bilingual Pay differential of \$165 per month to speak another language.
2. Police Officers who have the bilingual fluency above basic conversation, and including the ability to read and translate may receive \$250 per month.
3. The designation of employees to receive Bilingual Pay shall be at the sole discretion of the City Administrator of the City of Placentia. The Police Department must pre-approve need for bilingual specialty. Prior to receiving Bilingual Pay, designated employees must pass an objective testing process selected by the City demonstrating bilingual ability.
4. To the extent permitted by law, the City shall report this as special compensation to CalPERS pursuant to CCR §571 and §571.1 Special Assignment Pay – Bilingual Premium.

F. Marksmanship Incentive Pay

Incentive Pay for Distinguished Expert at \$150.00 and Expert at \$100.00 shall be available to all full-time unit employees, one time per year at the Annual Badge Qualification Shoot, under existing range standards or as approved by the Chief of Police. Qualification shall be earned during the first string of fire only on the designated day of the shoot. City agrees to allow a warmup of ten (10) rounds at a stationary target. Ammunition for practice shall be available as per budget and policy established by the Chief of Police.

To the extent permitted by law, the City shall report this as special compensation to CalPERS pursuant to CCR §571 (a)(1) and §571.1 (b)(3) Marksmanship Pay.

G. New Employee Finder's Fee/Incentive Pay

City agrees to provide unit members with Finder's Fee of \$1,000 for the recruitment of a Police Officer that successfully completes the FTO program. City agrees to pay \$1,000 to Police Officers who successfully complete FTO program. This pay is not reportable to CalPERS as special compensation.

H. Lateral Police Officers

The Chief of Police has been provided the discretion to hire lateral transfers at an initial pay step consistent with the employee's experience and background and to provide POST certification or education pay upon hire to eligible employees. Additionally, the City may

permit leave accrual rates that grant consideration for prior sworn service and set accruals at a higher tier than entry level.

ARTICLE 9 - OVERTIME AND WORK SCHEDULES

A. Overtime Definitions

1. MOU/Contract overtime is defined as hours actually worked over forty hours **paid** in a seven-day workweek. All paid leave counts as hours worked toward eligibility for MOU/Contract overtime.
2. Fair Labor Standards Act (FLSA) overtime is defined as hours actually worked in excess of eighty-six (86) in a fourteen (14) day FLSA 207(k) work period. Hours worked is defined as hours actually worked by the employee. Paid leave does not count as hours worked for determining FLSA overtime eligibility.

B. Calculation of Overtime Payment

1. MOU/Contract Overtime will be calculated as 1.5 the base hourly rate of pay. The following pay differentials will also be calculated on overtime hours worked:
 - POST/Education Pay
 - Longevity Pay
 - Special Assignment Pay
2. FLSA overtime will be calculated pursuant to the requirements of the Fair Labor Standards Act.

C. Compensatory Time Off (CTO)

1. Police Officers may accrue non-FLSA Compensatory Time Off (CTO) in lieu of payment for MOU/Contract overtime hours worked. There is no maximum cap on the non-FLSA CTO accrual. The non-FLSA CTO bank is also used for the receipt of holiday in lieu accruals.
 - Effective the first full payroll in July 2023, non-FLSA CTO accruals are capped at a maximum four hundred twenty-five (425) hours.
 - City will work with unit employees on options to reduce accrual hours in this bank. Any non-FLSA CTO accruals over four hundred twenty-five (425) by the end of the contract term will be paid at the employees' regular rate of pay.
 - Effective the January 1, 2024, Holiday Leave will accrue in its own Holiday Bank and will no longer be added to the non-FLSA CTO accrual bank.
2. Police Officers may accrue FLSA Compensatory Time Off in lieu of payment for working FLSA overtime. FLSA CTO accruals are capped at a maximum of three hundred (300) hours.

3. Police Officers who are promoted to another classification will be paid for all accrued compensatory time off at their regular rate of pay prior to promotion.
4. Leave cash out as outlined in this article may be paid in cash or as a deferred compensation contribution, at the employee's option, within the applicable Internal Revenue Service Limits.

D. Overtime for Extra Events at Placentia-Linda Unified School District (PYLUSD)

Members assigned to work overtime for special detail/extra events at schools will receive a 4-hour minimum when scheduled for special detail/extra events.

E. Work Schedules

1. Police Officers working in Patrol work the 3/12.5-hour work schedule. Each week, employees work three 12.5-hour workdays and during a four week period, employees work an additional ten hour work day. This will result in seventy-five regularly scheduled hours in one fourteen-day work period and eighty-five regularly scheduled hours in the other fourteen-day work period. Unit members are regularly scheduled for 160 hours in a four-week period. The basic work hours for patrol shifts shall be:
 - Day shift: 0600-1830 hours
 - Night shift: 1800-0630 hours
2. Police Officers working in assignments other than patrol, work the 4/10 work schedule and work four ten-hour consecutive workdays each week. These schedules and hours are assigned by the supervisor.
3. Work schedules and hours of work are set under the direction of the Police Chief and shifts are selected by seniority.
4. Police Trainees shall be subject to the hours of work designated by the Police Academy and/or Police Chief or his/her designee.

F. Shift Trades

Subject to approval by the Chief of Police and subject to departmental manpower requirements, unit employees will be permitted to voluntarily trade work or leave days providing that employees scheduled to work must inform his/her supervisor generally 72 hours in advance of any voluntary trade of workdays or leave days.

The employee taking the shift off will have the actual hours taken off removed from their specified leave bank; providing further, that no employee shall trade days with any other employee for the purpose of achieving any premium payments due under this MOU.

The City agrees that it is responsible for keeping accurate accounting of all hours worked to ensure that employees are compensated and scheduled for make-up days as necessary to carry out the objectives of these schedules.

G. Specialty Positions Assignment, Rotation, and Removal

Specialty Positions are understood to include:

- Canine Officer
- Detective (Including Those Assigned To Task Forces)
- Homeless Liaison Officer
- Personnel and Training
- School Resource Officer
- Special Enforcement Detail (Narcotics and Gangs)
- Traffic Officers (including Motors, Commercial Enforcement, Accident Investigation and DUI enforcement)

Any such assignment is not vested and may be revoked at any time and the Rules of Evidence shall govern any appeal required by Section 3304(b) of the California Government Code and Procedure for Employee Removed from Special Assignments as identified below.

Specialty Position assignments are intended to be for a minimum period of three years, unless circumstances dictate an earlier rotation. Such circumstances may include, but are not limited to, promotion, application and selection for another Specialty Position, request by the officer to return to former position, staffing requirements, reorganization or performance issues, or a decision by the Police Chief.

The typical duration for a Specialty Assignment is three (3) years. Any person, holding a Specialty Position may receive two (2) two-year (2) extensions at the conclusion of the three-year assignment. Those extensions will be based upon documented job performance and the approval of the Chief of Police and are not guaranteed. For purposes of this policy, documented job performance will include that performance articulated in the employee's annual performance evaluation, Personnel Incident Reports (PIRs) and counseling memorandums. The decision of the Chief of Police to deny an extension shall not be considered discipline and is not appealable.

At the conclusion of the above-described seven-year maximum assignment period the position will be opened to interested, eligible personnel. Any person holding a Specialty Position may reapply for that position or another Specialty Position. Assignments extending beyond seven years will be made, year-by-year.

Any person in a Specialty Position who applies and is selected for another Specialty Position would then serve in that assignment for the minimum three-year period and would be eligible to qualify for two (2) two-year extensions as described above.

Personnel assigned to patrol will not be subject to mandatory rotation out of patrol as patrol is not deemed a special assignment.

H. Rules of Evidence and Procedure for Employees Removed from Special Assignments

Any Police Officer removed from a Specialty Pay position for non-disciplinary reasons may file a written appeal with the City Administrator within 10 days of receiving notice of removal, in accordance with the following:

- a. Hearings shall be conducted by the City Administrator or his/ her designee.
- b. The question to be decided is whether the City abused its discretion in removing the Police Officer from the Specialty Pay position.
- c. Formal rules of evidence and procedure that may be applicable in a court of law shall not apply to these hearings. Evidence, both oral and documentary, shall be admissible if it is the type of evidence that responsible persons are accustomed to rely on in the conduct of serious affairs, regardless of the existence of any judicial rule which might have made improper the admission of such evidence over objection in civil actions. Hearsay evidence may be admitted for the purpose of supplementing or explaining any direct evidence but shall not be sufficient by itself to support a finding unless it would be admissible over objection in civil actions. The rules of privilege shall be applicable to the same extent that they are recognized in civil actions.
- d. Each party shall have the right to call and examine witnesses, to introduce exhibits and to cross examine opposing witnesses. If the employee does not testify his or her own behalf, the employee may be called and examined as if under cross-examination.
- e. Testimony shall be recorded by means of either a tape recording or certified court reporter.
- f. Witness shall be sworn unless both parties stipulate otherwise.
- g. Written declarations made under penalty of perjury shall be admissible, provided, however, that declarants shall be made available for testimony at the request of the party against whom the declaration is offered.
- h. The Police Officer appealing the removal from the Specialty Pay position has the burden of proof. The standard of proof is a preponderance of the evidence. The City shall present its case first. During the presentation of the City's case, the officer shall have the right to cross-examine any witness called to testify by the City. During the presentation of the officer's case, the City shall have the right to cross-examine any witness called by the employee to testify.
- i. Both parties shall have the right to counsel. Employee may be represented by the applicable employee organization representative.
- j. Both parties shall have the right to present an opening argument prior to the presentation of any evidence and a closing argument after the presentation of all evidence.
- k. The City Administrator, or his/her designee, shall decide all questions of procedure and evidence.
- l. The City Administrator, or his/her designee, shall issue a written decision within 30 days of 1) the conclusion of the hearing, or 2) the receipt of post-hearing briefs if such briefs are requested by the City Administrator or his/her designee.
- m. The decision of the City Administrator shall be final and binding. If the City Manager chooses to designate a hearing officer, that hearing officer will make a recommendation based on written findings to the City Administrator, whose decision shall be final and binding.

- n. Any objection to the City Administrator, or his/her designee, on the grounds of bias, must be made in writing, stating the reasons therefore, by delivering of the writing to the City Administrator no later than five (5) days prior to the date of the hearing.

I. Court Time

If a unit employee is subpoenaed to court on City business during his/her off-duty hours, such court time shall be compensated at time and one-half pay or time and one half comp time spent in court. A unit employee shall receive credit for a minimum of three (3) hours of court time if the entire period of such court time occurs during the unit employee's off-duty hours, before or after the unit employee's assigned shift. The overtime rate starts at the time the unit employee receives the order to respond to court immediately without delay.

In lieu of appearing as shown on the subpoena, a unit employee subpoenaed during his/her off-duty hours may be placed on stand-by status. If a court appearance does not result from stand-by status, the unit employee shall be compensated at the rate of \$100 for each morning period and an additional \$100 for each afternoon period of such stand-by. If court is called off before noon, there is no afternoon period stand-by pay.

If a unit employee's court appearance is required within 2½ hours following the end of his/her assigned work shift (night shift), he/she shall be compensated at 1½ times his/her hourly rate for "bridge time" and actual work hours resulting from said court appearance.

If an employee eligible for Court time compensation is required to make a work-related court appearance during off-duty hours such that said appearance may result in fatigue during his/her next scheduled work shift, said court time may, upon employee request and with advance supervisory approval, be handled in any one of the following alternative ways:

- a. the employee may report late to his/her next scheduled work shift, by an amount of time equivalent to that spent in the court appearance;
- b. the employee may leave his next scheduled work shift early, by an amount of time equivalent to that spent in the court appearance;
- c. the employee may be compensated for said court time in accordance with the applicable provisions for court time as stated in the MOU.

J. Mandatory Training Meetings and Call Outs

Mandatory training, meetings, and call outs shall be compensated at time and one half compensatory time off or in cash at the employee's option. Unit employees required by the City to attend training, meetings or if called out for duty when off duty, shall receive credit for a minimum of three (3) hours overtime inclusive of travel time. Unit employees shall not be eligible for the three (3) hour minimum for training, meetings or call outs which occur as an extension of (before or after) a shift.

K. Investigator Standby

One investigator/detective shall be available on standby status each weekend (including extended 3 and 4 day holiday weekends) throughout the year. Standby status shall begin at 12:01 a.m. following the last regular City workday prior to the weekend and end at 11:59 p.m. on the first regular City workday following the weekend. The Standby Investigator/Detective

shall be provided a pager or cell phone while on standby. Standby compensation shall be \$150 per day; and if called out while on Standby, the employee shall receive, in addition to Standby Pay, overtime compensation for time actually worked.

L. Range Training

All unit employees shall receive overtime for attendance at "Range (weapons) Training", for a three (3) hour minimum per training. This only applies when the Range training does not occur during the member's regular shift.

Unit employees assigned to provide staff range training will receive 2.5% applied to the base rate of pay for the 2080 regularly scheduled hours assigned per year. No more than five unit members may be assigned to as range staff/trainers. This compensation is not reported as special compensation to CalPERS.

M. Off-Duty Canine Pay

City shall provide for canine pay of fifteen hours per pay period at time and a half the hourly State of California minimum wage rate. Said hourly rate of pay shall be adjusted whenever the State minimum wage rate is adjusted.

It is recognized that the Canine Officer is sometimes required to perform extraordinary off-duty canine care, such as veterinary emergency or other rare occurrence which may cause a substantial increase in the normal off-duty hours worked. The Canine Officer shall submit a written request to the Police Chief or the Chief's assigned designee for additional compensation for extraordinary off-duty canine care. Such additional compensation, approved by the Police Chief or the Chief's assigned designee shall be compensated at time and one-half the same hourly rate as normal off-duty canine activities.

N. Off-Duty Motorcycle Pay

City shall provide for motorcycle pay of three (3) hours each pay period at time and a half the hourly rate of the State of California minimum wage. Said hourly pay shall be adjusted whenever the State minimum wage is adjusted.

The parties acknowledge that the FLSA, which governs the entitlement to compensation for canine duties, entitles the parties to agree to a reasonable number of hours per month for the performance of off duty canine duties. The hours derived at in this agreement were determined after an actual inquiry of the Officers assigned in the canine special assignment as addressed by *Leever v. City of Carson City*, 360 F.3d 1014 (9th Cir. 2004). It is the intent of the parties through the provisions of this section to fully comply with the requirements of the FLSA. In addition, both parties believe that this section of the MOU does comply with the requirements of the FLSA. The City and Officers understand and agree that this additional compensation is intended to compensate canine/motor officers for all off duty hours spent caring, grooming, feeding and otherwise maintaining their assigned canine or maintaining their assigned motorcycle, in compliance with the FLSA and interpretive cases and rulings. Unless otherwise authorized by a supervisor, employees in these assignments must limit their off-duty hours to a maximum of fifteen (15) hours per pay period (for canine) and three (3) hours per pay period because they are only being paid for those specific hours per pay period.

ARTICLE 10 – MEAL PERIODS

Police Officers receive a paid thirty (30) minute meal break because they are required to be working or available to respond immediately to calls for service during their meal break.

Police Trainees shall be subject to the schedule of the Police Academy.

ARTICLE 11 - RETIREMENT

All employees covered under this MOU shall be members of the California Public Employees' Retirement System (CalPERS) and are subject to all applicable provisions of the City's contract with CalPERS, as amended.

A. Classic Members PERS 3% @ 50 FORMULA

For Classic Members, the employees will contribute the full (9) percent member contribution via payroll deduction.

B. PEPRA Members PERS 2.7% @ 57 FORMULA

For PEPRA Members, the employees will contribute one-half the total normal cost as identified by CalPERS via payroll deduction.

ARTICLE 12 - MEDICAL INSURANCE COVERAGE

The City contracts with the California Public Employees' Retirement System (CalPERS) to provide medical insurance under the Public Employees' Medical and Hospital Care Act (PEMHCA).

As required under PEMHCA, the City contributes the statutory minimum contribution toward medical insurance premiums. The contribution amounts are subject to change each calendar year based on changes to the medical care component of the Consumer Price Index.

- For coverage effective January 1, 2023, the minimum contribution is: \$151.00/month
- For coverage effective January 1, 2024, the minimum contribution is: \$157.00/month
- For coverage effective January 1, 2025, the minimum contribution is: TBD

Unit employees may select any available CalPERS benefit plan. Should a unit employee select a plan with premiums in excess of the City contribution level, the employee will be responsible for payment of the remaining premium through payroll deductions. Should an individual select a plan with a premium less than the City contribution, the City's contribution is limited to the plan premium.

A. For Active Employees:

The City, under a Section 125 plan, provides an allowance (which includes the statutory minimum) to active employees. If a unit employee elects to participate in a CalPERS

medical plan, the maximum monthly City contribution, including any PERS required minimum, will be made as follows:

- \$735 per month for employee only
- \$1,542 per month for employee+1
- \$1,972 per month for employee+2

B. Retiree Coverage

Unit retirees will have access to the CalPERS Health Benefit Program in accordance with CalPERS regulations.

Participation in the CalPERS Program will be consistent with Appendix "B" covering Unit Retirees.

Unit retirees hired prior to November 21, 1995, who are covered under the Appendix B provisions, will receive contributions to retiree medical (inclusive of the statutory minimum) as follows:

- \$735 per month for employee only
- \$1,542 per month for employee+1
- \$1,972 per month for employee+2

Retirees who are Medicare eligible must comply with the CalPERS Medicare enrollment provisions and are capped at medical contributions as follows (inclusive of the statutory minimum):

- \$599 per month for employee only
- \$1,406 per month for employee+1
- \$1,836 per month for employee+2

For Retirees, if hired on or after November 21, 1995, the City will provide the minimum contribution required by the CalPERS Health Benefit Program. The contribution amounts are subject to change each calendar year based on changes to the medical care component of the Consumer Price Index.

- For coverage effective January 1, 2023, the minimum contribution is: \$151.00/month.
- For coverage effective January 1, 2024, the minimum contribution is: \$157.00/month.
- For coverage effective January 1, 2025, the minimum contribution is: TBD

C. Medical Coverage Opt Out

2. Active unit employees who were hired into the POA unit prior to January 1, 2020 and who opt out of medical coverage will receive a medical opt-out payment. This payment is intended to comply with the Affordable Care Act's Eligible Opt Out arrangement. The opt out amount for these employees are as follows:

a. Employee + Family	\$1,001.00
b. Employee + Dependent	\$ 822.25
c. Employee Only	\$ 607.75
d. Family to Employee Only (Remove 2 dependents)	\$ 607.75

- e. Two-party to Employee Only (Remove 1 dependent) \$ 536.25
- f. Family to Two-Party (Remove 1 dependent) \$ 357.50

3. Active Unit Employees hired into POA after January 1, 2020 who opt out, will receive an opt out amount of \$400 per month.
4. Active Unit Employees who opt out of the CalPERS medical plan and receive cash must provide the following: (1) proof that the employee and all individuals for whom the employee intends to claim a personal exemption deduction (“tax family”), have or will have minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California) for the plan year to which the opt out arrangement applies (“opt out period”); and (2) the employee must sign an attestation that the employee and his/her tax family have or will have such minimum essential coverage for the opt out period. An employee must provide the attestation every plan year at open enrollment or within 30 days after the start of the plan year. The opt-out payment cannot be made and the City will not in fact make payment if the employer knows that the employee or tax family member doesn’t have such alternative coverage, or if the conditions in this paragraph are not otherwise satisfied.

D. Medical Re-Opener - Affordable Care Act (ACA)

The parties recognize that certain changes to State and Federal laws programs, taxes and regulations including the Affordable Care Act, may impact future medical plan offerings. In the event that reform measures or changes in the healthcare marketplace alter healthcare coverage options, costs or other elements of healthcare and materially alter the provisions on this MOU, either party may request to reopen regarding medical insurance for the purpose of discussing alternative approaches and proposals to providing healthcare coverage.

E. Proposed Post Employment Retiree Medical/Benefits Program

CITY and POA representative(s) shall participate in the exploration and possible development of an employee paid pre-funded post-employment medical/benefits program for unit employees.

ARTICLE 13 - OTHER INSURANCE PROGRAMS

A. Dental Plan

The City agrees to make available to all Unit Employees dental insurance, and to pay the full premium for employee and dependent coverage for said insurance, plus any premium increases which occur during the term of the Memorandum of Understanding. The City reserves the right to select the insurance carrier, or to administer any fringe benefit programs that now exist or may exist in the future during the term of this Memorandum of Understanding. The City agrees to meet and confer with PPOA representatives before any reduction of dental insurance coverage.

Effective January 1, 2017 the City agrees to provide dental enhancement to the Principle PPO Plan/Principal Point-Of-Service (POS) Dental Plan to include orthodontic coverage, this benefit is a \$1,500 lifetime maximum per family member enrolled in the dental plan.

B. Vision Care Plan

The City agrees to provide all Unit Employees a vision care plan. Further, The City agrees that it shall pay the full premium for employee and the dependent coverage during the term of this Memorandum of Understanding. The City reserves the right to select the plan carrier, or to administer any fringe benefit programs that now exist or may exist in the future during the term of this Memorandum of Understanding. The City agrees to meet and confer with PPOA representatives before any reduction of vision plan coverage.

C. Short- and Long-Term Disability

The City agrees to provide to all full-time unit employees a short-term disability insurance plan at its sole expense. The basic coverage of this insurance shall be to guarantee a disabled employee an income of 66-2/3% of employee's basic salary up to the policy maximum following a fifteen (15) day waiting period. Definition of "disability" and duration of eligibility for benefits shall be as set forth in the City's policy with its insurance carrier. The City reserves the right to select the plan carrier, or to administer any fringe benefit programs that now exist or may exist in the future during the term of this Memorandum of Understanding. The City agrees to meet and confer with PPOA representatives before any reduction of vision plan coverage.

The City agrees to provide to all full-time unit employees a long-term disability insurance plan at its sole expense. The basic coverage of this insurance shall be to guarantee a disabled employee an income of 66-2/3% of employee's basic salary up to the policy maximum of following a ninety (90) day waiting period. Definition of "disability" and duration of eligibility for benefits shall be as set forth in the City's policy with its insurance carrier. The City reserves the right to select the plan carrier, or to administer any fringe benefit programs that now exist or may exist in the future during the term of this Memorandum of Understanding. The City agrees to meet and confer with PPOA representatives before any reduction of vision plan coverage.

D. Life Insurance

The City agrees to provide to all unit employees life insurance at its sole expense, in the amount of \$50,000 for the employee and in the amount of \$1,000 for spouse, registered domestic partner and children over the age of six (6) months. The City reserves the right to select the plan carrier, or to administer any fringe benefit programs that now exist or may exist in the future during the term of this Memorandum of Understanding. The City agrees to meet and confer with PPOA representatives before any reduction of vision plan coverage.

ARTICLE 14 - PERSONAL TIME OFF

The purpose of personal time off (PTO) is to enable eligible unit employees to take time off from work.

A. PTO Accrual Rate

Each eligible full time unit employee shall accrue personal time off on the following basis:

Years of Service	Accumulation Rate	Maximum Accumulation
0-3 years	3.08 hrs/pay period – or 80 hours annually	260 Hours
3-10 years	4.62 hrs/pay period – or 120 hours annually	340 Hours
10+ years	6.46 hrs/pay period – or 168 hours annually	436 Hours

A completed biweekly pay period is defined as a biweekly pay period in which the employee has been in pay status for more than half of the working hours in that pay period.

B. Use of Personal Time Off

1. Unit employees will request personal time off through their immediate supervisor.
2. Approval of a personal time off request is the responsibility of the Chief of Police or his/her designee. He/she will primarily consider the needs of the City and, insofar as possible, the wishes of the employee.
3. Use of PTO may not exceed accumulated PTO leave bank.
4. Unit employees with Extraordinary Vacation Leave Banks may use either their PTO bank or their Extraordinary Vacation Bank when taking leave.

C. PTO Payment Upon Separation of Employment

An employee who separates from the service of the City shall receive payment for unused and accumulated PTO as of the date of separation, provided that accumulation of PTO shall be conditional upon completion of one (1) year of continuous service and an employee who, for any reason, does not complete one (1) year of continuous service, shall receive no credit/payment for personal time off.

D. Employees Not Granted PTO Use

PTO accumulation may not exceed twice the annual rate of accrual plus 100 hours. Any accumulation over this amount shall require the approval of the City Administrator.

An exception will be granted in the special circumstance involving a unit employee who is within six pay periods of exceeding his/her accumulation maximum. Such a unit employee will meet with their supervisor at least 60 days before the projected date on which they would meet their accumulation maximum. The purpose of the meeting will be to request use of PTO

and to develop a plan to manage their PTO with the accumulation maximum. If the unit employee is denied a request to use PTO and the denial would result in exceeding the accumulation maximum, the City will cash out up to 20 hours of PTO from the employee's PTO bank.

E. Annual Leave Buy Back

To be eligible for Leave Buy Back, employees must utilize forty (40) hours of PTO in the preceding twelve (12) months.

Annually, by December 15th, employees may submit an irrevocable election form to receive payment of accrued leave in the following year under the following conditions:

1. An employee may elect to cash out up to one-hundred and fifty (150) hours of accrued PTO, Extraordinary Vacation Leave, or Comp Time to be paid with the first paycheck in December as long as after the cash out, a minimum of forty (40) hours remain in the PTO bank.
2. Employees with Extraordinary Vacation Leave must cash out that leave bank prior to requesting to cash out PTO or Comp Time.

For example, irrevocable election forms submitted in December 2019 will be for the December 2020 cash out. The hours of leave, which are converted to pay, shall be deducted from the employee's applicable accrual bank as identified on the irrevocable election form. The remaining unused leave shall remain in the applicable leave bank.

3. Employees who do not submit irrevocable election forms by the December 15th due date will have been deemed to have elected to forgo participation in the optional annual leave buy down program.
4. Leave Buy Back shall be paid out at base rate of pay.

Leave cash out as outlined in this section may be paid in cash or as a deferred compensation contribution, at the employee's option, within the applicable Internal Revenue Service Limits.

ARTICLE 15 - SICK LEAVE AND ALTERNATIVE HEALTH AND WELLNESS

Unit employees participate in the Alternative Health and Wellness (AHW) program which provides leave to be used for sick leave purposes as well as an incentive when employees use low amounts of leave. For long-term unit members, frozen sick leave banks may exist. Frozen sick leave banks may also be used for sick leave purposes or employees have the option of cashing out a portion of that leave as described below.

AHW hours and frozen sick leave hours may be used for an employees' illness or injury, medical appointments, for victims of domestic violence or stalking, or for other reasons the law allows sick leave to be used. Additionally, AHW leave may be used for family sick leave purposes as defined under the law (Labor Code 233).

Evidence may be required in the form of a physician's certification, or other documentation, for any absence of a duration of three (3) or more consecutive working days during which AHW or frozen sick leave is requested unless waived by the City Administrator. If the absence during which leave is requested is less than 3 consecutive work days no physician's certificate (note) will be necessary prior to returning to work, unless the City has reasonable cause to believe there is abuse of the leave.

A. Alternative Health and Wellness Leave/Program

1. AHW leave accrual cannot exceed one-hundred and ninety-two (192) hours.
2. Unit members receive up to ninety-six (96) hours of AHW leave with the first pay period in July, as long as the AHW bank does not exceed 192 hours.
3. The AHW hours have no cash value during employment or upon separation from City service.
4. New employees will receive a pro-rated amount of AHW hours based on their date of hire. For example, an employee who begins employment in October, will receive sixty-four (64) hours of AHW with the first pay period in November for the remaining eight months in the fiscal year. New employees may use AHW leave after completing three months of City service.

B. AHW Incentives

1. Unit members in active service as of July 1st, will receive \$250 with the first paycheck in July.
2. In addition to the \$250, unit members who use thirteen (13) hours or less of AHW leave between July 1 – June 30, will be given \$1,000 with the first paycheck in the fiscal year and may convert twenty-four (24) hours of AHW leave to their PTO bank (subject to PTO bank maximums). The employees must submit an election form requesting the conversion by June 1st of each year, and those who meet the criteria will have the 24 hours converted to PTO prior to the annual allocation of AHW leave.
3. In addition to the \$250, unit members who use more than thirteen (13) hours but twenty-six (26) hours or less of AHW leave between July 1 – June 30, will be given \$500 with the first paycheck in the fiscal year and may convert twelve (12) hours of AHW leave to their PTO bank (subject to PTO bank maximums). The employees must submit an election form requesting the conversion by June 1st of each year, and those who meet the criteria will have the 12 hours converted to PTO prior to the annual allocation of AHW leave.

C. Frozen Sick Leave

For unit members with frozen sick leave, each year those employees may elect to cash out up to ninety-six (96) hours of frozen sick leave, until the frozen sick leave is depleted. The cash out is paid at the employees' base hourly rate of pay. Unit members electing to cash out frozen sick leave, must submit a frozen sick leave cash out form no later than November 15th of each year to receive the cash out with the first paycheck in December.

Frozen sick leave has no cash value at the time of separation from employment.

D. AHW and Sick Leave Upon Reemployment

An employee who separates from City service and is reemployed by the City shall be treated as a new employee and shall not be entitled to any prior AHW leave unless required by law.

E. AHW Committee

The City and Association agree to work with a City-wide committee to review and make recommendations for a revised Alternative Health and Wellness program.

ARTICLE 16 - BEREAVEMENT LEAVE

Unit members are eligible for bereavement leave because of death within the immediate family. Immediate family shall be defined as parent, child, spouse, registered domestic partner, sibling, grandparent, grandchildren, and spouse's parents and grandparents. PPOA members may take bereavement leave for one full workweek (up to 40 hours) for each death that occurs in the member's immediate family.

ARTICLE 17 - OTHER LEAVE PROVISIONS

A. Non-Industrial Injury

When an employee sustains a non-industrial injury/illness, and the City has received work restrictions from the treating physician, the City will engage in the interactive process to evaluate the ability to provide reasonable accommodation to permit the employee to work in a light/modified duty capacity.

B. Industrial Accident Leave

Police personnel covered by Section 4850 of the California Labor Code, shall receive industrial accident leave according to the provisions of Section 4850, California Labor Code. (Pay is non-taxable to the extent of wage loss.)

Any employee so entitled shall continue to accrue PTO, holidays, and AHW, and to earn eligibility for consideration for merit salary increases during an absence resulting from an on-the-job injury.

The City will engage in the interactive process to evaluate the ability to provide reasonable accommodation to permit the employee to work in a light/modified duty capacity when a treating physician indicates that an employee may return to work with work restrictions.

C. Military Leave

Military Leave with pay shall be granted pursuant to Division 2, Part 1, Chapter 7, Sections 395, et seq. of the Military and Veterans' Code of the State of California and City Resolution R-2001-64.

D. Other Leaves

The City Administrator may grant a leave of absence without pay to a unit member at his/her sole discretion.

ARTICLE 18 - HOLIDAYS

A. Designated Holidays

All Unit Employees, except as hereinafter noted, shall be entitled to the following holidays, consisting of ten (10) hours each:

- | | |
|------------------------------|-------------------------------|
| 1. New Year's Day | January 1 |
| 2. Martin Luther King Day | (Third Monday in January) |
| 3. Washington's Birthday | (Third Monday in February) |
| 4. Memorial Day | (Last Monday in May) |
| 5. Independence Day | July 4 |
| 6. Labor Day | (First Monday in September) |
| 7. Veterans' Day | November 11 |
| 8. Thanksgiving Day | (Fourth Thursday in November) |
| 9. Friday after Thanksgiving | (Day after Thanksgiving) |
| 10. Christmas Eve | December 24 |
| 11. Christmas Day | December 25 |

B. Floating Holidays

Two "floating holiday" in each 12-month period; effective at the beginning the fiscal year may be taken on such date as requested by the employee subject to supervisor's approval. Unused floating holiday hours as of June 1st will be paid annually as cash at the base hourly rate of pay with the second paycheck in June.

C. Dates of Observance of a Holiday

When a holiday falls on a Sunday, the following Monday shall be deemed to be a holiday in lieu of the day observed. When a holiday falls on Saturday, the preceding Friday shall be deemed to be a holiday in lieu of the day observed. As Christmas Eve and Christmas are successive holidays, if either of them falls on a Saturday or Sunday, the City will celebrate the double holiday on the Friday preceding and the Monday following such a weekend.

D. Holidays for Shift Employees

Unit employees shall accrue 130 hours of holiday-in-lieu leave per year, credited to employee's Holiday Leave bank on January 1. Any balance that remains in the last pay period of the calendar year shall be paid to employees at their base rate of pay.

Holiday Leave would be prorated at time of hire/separation.

E. Holiday Closure

1. City to provide sixty (60) hours of leave for use during the holiday closure. Employees who are not working between December 15, 2023 and January 1, 2024, must use these hours for days off of work. Employees in critical positions who are unable to utilize time off during Holiday Closure period will receive pay for unused hours on the last paycheck

in June 2024. Hours are subject to the normal approval process and will be prorated for new employees. Employees must be employed during Holiday Closure period between December 15, 2022 and January 1, 2024 to be eligible. Any time not utilized or paid out will be forfeited effective June 30, 2024.

2. City to provide sixty (60) hours of Leave for use during the holiday closure. Employees who are not working between December 20, 2024 and January 5, 2023, must use these hours for days off work. Employees in critical positions who are unable to utilize time off during Holiday Closure period will receive pay for unused hours on the last paycheck in June 2025. Hours are subject to the normal approval process and will be prorated for new employees. Employees must be employed during Holiday Closure period between December 20, 2024 and January 5, 2025 to be eligible. Any time not utilized or paid out will be forfeited effective June 30, 2025.

F. Holidays for Police Trainees

Police Trainees are subject to the Holiday schedule of the Police Academy. Police Trainees are not entitled to Floating Holidays or Holiday Closure Hours.

ARTICLE 19 – LEAVES OF ABSENCE

1. During any unpaid leave of absence, unit members will not accrue leave and the City will not contribute toward medical/insurance benefits, unless required to do so under the law.
2. Unit members with accrued leave are required to utilize their leave accruals when they are absent from their regular schedule. Accrued leave shall be used to cover any hours of absence from the employees' regular work schedule. Unpaid leaves of absence for partial or full days, is not authorized when accrued leave is available.

ARTICLE 20 - EDUCATION REIMBURSEMENT

The City shall reimburse an employee 75% of the actual cost of books and tuition for a course given by accredited public and private institutions at the current per unit cost of tuition at a "tax supported" institution (Cal-State Fullerton shall be used as the standard). The City may cap the amount of tuition reimbursement funds. Those funds will be identified annually in the City budget. Requests for reimbursement will be processed on a first come, first serve basis subject to the annual cap. Course work must directly pertain to the employee's present duties and/or pertain to the next step toward promotion in his/her field of endeavor. A written request must be submitted and approved by his/her department head and the City Administrator prior to the date of the first meeting of the course. Reimbursement will only be provided if the employee receives a grade of C or better in said course and provided said employee remains in the employ of the City for one (1) year after successful completion of said course. If he/she leaves prior to said one (1) year, the reimbursement shall be deducted from his/her final check.

ARTICLE 21 - POLICE UNIFORMS

The City will purchase uniforms for all regular, full-time uniformed members of the Police Department. A uniform allowance shall be reported to CalPERS for "classic" members in the amount not to exceed \$300 per calendar year per employee.

Uniform allowance is not considered pension reportable compensation for "new members" hired after January 1, 2013, pursuant to the Public Employee Pension Reform Act of 2013. (PEPRA).

ARTICLE 22 - GRIEVANCE AND ARBITRATION PROCEDURES

A. Purpose

The purpose of the grievance procedure is:

1. To promote improved employer-employee relations by establishing grievance procedures on matters for which appeal or hearing is not provided by other regulations.
2. To afford unit employees, individually or through qualified employee organizations a systematic means of obtaining further consideration of problems after every reasonable effort has failed to resolve them through discussions.
3. To provide that a grievance shall be settled as near as possible to the point of origin.
4. To provide that appeals shall be conducted as informally as possible.

B. Matters Subject to Grievance Procedure

Any unit employee shall have the right to grieve alleged violations or misapplications of this Memorandum of Understanding or of existing resolutions, ordinances, rules or regulations with respect to wages, hours, or conditions of employment, or suspension, dismissal from employment or any other disciplinary action; and for which appeal is not provided by other regulations or is not prohibited.

C. Informal Grievance Procedure

A unit employee who has a problem or complaint should first try to get it settled through discussion with his/her immediate supervisor without undue delay. If, after this discussion, he/she does not believe the problem has been satisfactorily resolved, he/she shall have the right to discuss it with his/her supervisor's immediate superior. Every effort should be made to find an acceptable solution by informal means at the lowest possible level of supervision. If the unit employee is not in agreement with the decision reached by discussion, he/she shall then have the right to file a formal grievance. Any formal grievance must be filed within thirty (30) calendar days after the event giving rise to said grievance.

D. Formal Grievance Procedure

1. First Level of Review (Step 1) - The grievance shall be presented in writing to the unit employee's immediate supervisor, who shall render his/her decision and comments in writing and return them to the unit employee within fifteen (15) calendar days after receiving the grievance in writing. If the unit employee does not agree with his/her

supervisor's decision, or if no answer has been received within fifteen (15) calendar days after submitting the grievance in writing to the immediate supervisor, the unit employee may present an appeal in writing to the Police Chief. Failure of the unit employee to take further action within ten (10) calendar days after receipt of the written decision of his/her supervisor, or within twenty-five (25) calendar days following submittal of the written grievance to the supervisor if no decision by the supervisor is rendered, will constitute a withdraw/dropping of the grievance.

2. Department Review (Step 2) - The Police Chief receiving the grievance, or his/her designated representative, shall discuss the grievance with the unit employee, his/her representative, if any, and with other appropriate persons. The Police Chief (or designee) shall render his/her decision and comments in writing, and return them to the unit employee within fifteen (15) calendar days after receiving the grievance. If the unit employee does not agree with the decision reached or if no answer has been received within fifteen (15) calendar days, he/she may present the grievance, in writing, to the City Administrator. Failure of the unit employee to take further action within ten (10) calendar days after receipt of the decision of the Police Chief, or within twenty-five (25) calendar days following submittal of the written grievance to the Police Chief if no decision is rendered, will constitute a withdraw/dropping of the grievance.
3. City Administrator Review (Step 3) - The City Administrator shall discuss the grievance with the unit employee, his/her representative, if any, and with other appropriate persons. The City Administrator may designate a fact-finding committee or an individual not in the normal line of supervision, to advise him/her concerning the grievance. The City Administrator shall render a decision in writing to the unit employee within twenty (20) calendar days after receiving the grievance. If the unit employee does not agree with the decision reached or if no answer has been received within twenty (20) calendar days, he/she may submit the grievance to binding arbitration, as outlined below. Failure of the unit employee to take further action within ten (10) calendar days after receipt of the City Administrator's decision, or within a total of twenty (20) calendar days following submittal of the written grievance to the City Administrator, if no decision is rendered will constitute a withdraw/dropping of the grievance.

E. Conduct of Grievance Procedure

1. The time limits specified above may be extended to a definite date by mutual agreement of the unit employee and the reviewer concerned.
2. The unit employee may request the assistance of another person of his/her own choosing in preparing and presenting his/her appeal at any level of review.
3. The unit employee and his/her representative may be permitted to use a reasonable amount of work time, as determined by the Police Chief, in conferring about and presenting the appeal.
4. Unit employees shall be assured freedom from reprisal for using the grievance procedure.

F. Arbitration

1. General Provisions

After having exhausted the provisions of the Grievance Procedure set forth herein, an eligible unit employee shall have the right to submit to binding arbitration any grievance which has not been resolved to his/her satisfaction, except in instances where such submission is specifically prohibited by the Personnel Ordinance, City Personnel Rules or this Memorandum of Understanding. Such appeal may be filed only after completion of Step 3 of the Grievance Procedure and in accordance with the time limits provided herein. Binding arbitration, as provided in this Article, shall be the sole and exclusive procedure for final resolution of unresolved grievances.

2. Procedures

If the grievant is not satisfied with the decision rendered at Step 3 of the Grievance Procedure, he/she may submit the matter to binding arbitration within the time limits set forth in the Grievance Procedures by filing written notice of such submission with the Director of Administrative Services. The written notice shall set forth the issue being submitted to binding arbitration, the provision(s) allegedly violated, and the remedy requested.

- a. The City's representative and the grievant, or his/her designated representative(s), shall select an impartial third party to serve as the arbitrator.
- b. If the City's representative and the grievant, or his/her designated representative(s), are unable to agree upon an impartial third party, then the arbitrator shall be selected by mutually striking and ranking names from a list of professional arbitrators supplied by the American Arbitration Associations. Failure of the unit employee to participate in obtaining a list of arbitrators, selecting a single arbitrator, or scheduling an arbitration date, within thirty (30) calendar days of being requested to do so by the City, shall constitute a dropping of the grievance.
- c. Each party to the dispute shall have the opportunity to present testimony and relevant evidence and to cross-examine witnesses before the arbitrator. After hearing the case, the arbitrator shall, in writing, submit to the parties his/her decision for resolution of the grievance. The decision of the arbitrator shall be final and binding upon both parties.

3. Conditions

The arbitrator shall have no power to add to, subtract from, nor to modify any of the terms of any memorandum of understanding between the parties. The arbitrator's award shall be consistent with, and controlled by, the Personnel Rules, Ordinances, and Charter of the City of Placentia, as well as the laws and Constitution of the State of California.

4. All expenses of arbitration shall be borne equally by the parties.
5. The provisions of this Section shall in no way apply to the "meet-and-confer" process.

ARTICLE 23 - IRS SECTION 125 FLEXIBLE SPENDING ACCOUNTS PROGRAM

Placentia agrees to continue an IRS Section 125 Flexible Spending Accounts Program.

ARTICLE 24 - SEVERABILITY CLAUSE

If any part of this MOU is rendered or declared invalid by reason of any existing or subsequently-enacted legislation, governmental regulation or order or decree of court, the invalidation of such part of this MOU shall not render invalid the remaining part hereof.

ARTICLE 25 - TERM

The terms of this MOU are to remain in full force and effect through June 30, 2025. Upon adoption of a resolution implementing the terms of this Memorandum of Understanding by the City Council of the City of Placentia, this Memorandum shall be in full force and effect as of July 1, 2023.

The parties will commence negotiations and schedule their first meeting for negotiating a successor MOU for the beginning of January 2025.

In the event of a financial emergency substantially reducing city revenues, the parties agree to reopen negotiations for a thirty (30) day period to negotiate the impact of such reductions. If mutual agreement is not reached by the parties, the terms of the MOU will remain unchanged.

This agreement, upon ratification and adoption supersedes all prior agreements, whether written or oral, unless expressly stated to the contrary herein and constitutes the complete and entire agreement between the parties and concludes the meet and confer process for its term unless otherwise expressly stated.

SIGNATURES

FOR THE CITY:

FOR PPOA:

Damien Arrula
City Administrator

Michael McGill, Adams
Adams, Ferrone & Ferrone

Alice Burnett
Director of Human Resources

John Martinez
President

Jennifer Lampman,
Director of Finance

Beau Wagoner
Vice-President

Luis Estevez
Deputy City Administrator

Treasurer/Secretary

APPENDIX "A" - JOB CLASS AND SALARY SCHEDULE

Placentia Police Officers Association (PPOA)

July 2023

JOB CLASS	STEP A			STEP B			STEP C			STEP D			STEP E		
	Hr.	Monthly	Annual	Hr.	Monthly	Annual									
POLICE ACADEMY TRAINEE	39.02	6,763.33	81,159.99												
POLICE OFFICER	41.07	7,119.30	85,431.56	43.29	7,503.74	90,044.86	45.63	7,908.94	94,907.27	48.09	8,336.02	100,032.27	50.69	8,786.17	105,434.01

July 2024

JOB CLASS	STEP A			STEP B			STEP C			STEP D			STEP E		
	Hr.	Monthly	Annual	Hr.	Monthly	Annual	Hr.	Monthly	Annual	Hr.	Monthly	Annual	Hr.	Monthly	Annual
POLICE ACADEMY TRAIN	41.36	7,169.13	86,029.59												
POLICE OFFICER	43.54	7,546.45	90,557.46	45.89	7,953.96	95,447.55	48.37	8,383.48	100,601.70	50.98	8,836.18	106,034.20	53.73	9,313.34	111,760.05

APPENDIX "B"- 1995 Insurance Changes

- A. Tier I - Employees, hired prior to November 21, 1995.
1. The City shall make available single party and dependent medical, dental, optical, long-term disability and life insurance to all classified employees, and to such other employees and officials as may be designated by the City Council. The City shall pay that amount toward the premiums for such insurance as may be determined by the City Council and the employee shall pay the remainder of the premium. Such premiums shall be paid only to the company or companies with whom the City has contracted for such insurance coverage.
 2. During periods of approved medical leave without pay, the City shall continue to pay its normal contribution for the above insurances for all officers and employees.
 3. Upon service retirement, or ordinary disability retirement, the City shall continue to pay its normal contribution for medical, dental, optical, and life insurances for all eligible employees. These benefits shall be considered to be vested for employees hired prior to November 21, 1995. Retired employees receiving these insurances shall if eligible enroll in, and pay for Medicare, Part B, at their earliest eligible date, as primary carrier. Employees retiring for industrial disability shall not be eligible for this benefit.
- B. Tier II - Employees, hired on or after November 21, 1995.
1. The City shall make available single party and dependent medical, dental, optical, long-term disability and life insurance to all classified employees, and to such other employees and officials as may be designated by the City Council. The City shall pay that amount toward the premiums for such insurance as may be determined by the City Council and the employee shall pay the remainder of the premium. Such premiums shall be paid only to the company or companies with whom the City has contracted for such insurance coverage.
 2. During periods of approved medical leave without pay, the City shall continue to pay its normal contribution for the above insurances for all officers and employees.
 3. Upon service retirement, or ordinary disability retirement, Tier II employees shall have the option of participating in a post-retirement insurance benefit program at their own cost. Employees retiring for industrial disability shall not be eligible for this benefit.
 4. PLACENTIA agrees that PPOA representative(s) shall participate in the exploration and possible development of an employee paid pre-funded

post-retirement benefits program for employees hired after November 21, 1995.

APPENDIX "C" - Total Compensation Survey Components

The parties agree the following components will be used to guide future Total Compensation Surveys:

- Top Step Salary - subtract any employee contribution to Retirement Plan as outlined below
- Medical - maximum City contribution for Medical, Dental, Vision, LTD, Life
- Uniform Allowance - Divide annual amount by 12 and add to monthly rate
- Retiree Medical - Enter amount provided to new hires. Amount paid by City into retiree health savings plan, or, if benefit provided upon retirement, the maximum benefit provided for retiree medical, dental and vision.
- POST/Education Pay - Use Maximum amount provided for:
 - AA or Intermediate POST Certificate Amount
 - BA or Advanced POST Certificate Amount
 - MA Amount
 - Combine if allowed
- Special Assignment Pay - Maximum amount provided at each City for any Special Assignment (Combine if Allowed)
- Bilingual Pay - Monthly amount or convert to monthly amount.
- Longevity - Maximum amount provided.
- Employee Retiree Contributions - Any contributions paid by employee toward retirement plan (either employer or employee portion but paid by employee)

RESOLUTION NO. R-2023-61

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING A BUDGET AMENDMENT IN FISCAL YEAR 2023-24 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 2023-24 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 2023-24, via Resolution No. R-2023-42, 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
General Fund	PPOA MOU	General Government	109595-5023	\$178,743	Increase

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 11th DAY OF JULY 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 11th day of July 2023 by the following vote:

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

Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DIRECTOR OF HUMAN RESOURCES

DATE: JULY 11, 2023

SUBJECT: **RESOLUTION TO ADOPT A COMPENSATION PLAN FOR THE UNREPRESENTED MID-MANAGEMENT AND MANAGEMENT EMPLOYEES**

FISCAL IMPACT:

FISCAL YEAR 2023-24	\$ 757,911	(Estimated)
FISCAL YEAR 2024-25	<u>\$ 381,233</u>	(Estimated)
TOTAL	\$1,139,144	

SUMMARY:

The City and the Placentia's full-time workforce consists of employees that are represented by bargaining groups including the Police and Fire Management, Police Officers, Firefighters, and general employees as well as unrepresented Mid-Management and Management employees. While the Unrepresented employees are not a formal bargaining unit, a resolution to provide certain compensation and benefits consistent with the balance of the organization is appropriate and requires City Council approval. This action approves a resolution to provide a compensation plan to the members of the Unrepresented Mid-Management and Management Employees.

RECOMMENDATION:

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

1. Adopt Resolution R-2023-56 approving a compensation plan for the Unrepresented Mid-Management and Management Employees for the period of July 1, 2023, through June 30, 2025; and
2. Adopt Resolution No. R-2023-57, A Resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2023-24 in compliance with City Charter of the City of Placentia §§1206 and §§1209 pertaining to appropriations for actual expenditures.

STRATEGIC PLAN STATEMENT:

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

1.p.
July 11, 2023

DISCUSSION:

The Memorandums of Understanding (MOUs) between the City and the represented bargaining groups all expired on June 30, 2023. With City Council direction and cooperation from the Placentia Police Officers’ Association (PPOA), the Placentia Firefighters’ Association (PFA), and the Placentia City Employees’ Association (PCEA), the negotiation process for these groups have been completed. The negotiation process is continuing with the Placentia Police and Fire Management Association (PPFMA). The remaining group of employees are the Unrepresented Mid-Management and Management employees. Mid-Management includes the positions of Management Analyst and above including Division Managers. Management employees include the Department Heads and the City Administrator.

The provisions of the resolution include, but are not limited to the following compensation and benefit adjustments:

1. Term: July 1, 2023 – June 30, 2025.
2. Mid-Management Employees Market Rate Adjustments: 5% market rate adjustments for Mid-Management classifications effective the full pay period of July 2023 and 4% effective the full pay period of July 2024.
3. One-Time Compensation: Mid-Management Employees in paid status as of the approval and adoption of the Compensation Plan will receive a one-time 5%, non-PERsable bonus, based upon adjusted wages as of July 2023.
4. Management Employees Market Rate Adjustments: 4% market rate adjustments for Management classifications effective the full pay period of July 2023 and 3% effective the full pay period of July 2024.
5. One-Time Compensation: Management Employees in paid status as of the approval and adoption of the Compensation Plan will receive a one-time 4%, non-PERsable bonus, based upon adjusted wages as of July 2023.
6. Holiday Closure: continue Holiday leave for the holiday closure for the term of the agreement.
7. Bereavement leave increased from 3 days to 5 days.
8. Management Employees will have an increase in Management Leave from 80 to 100 hours.

FISCAL IMPACT:

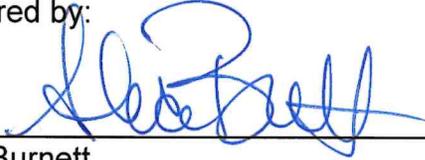
The total cost for the market rate adjustments is estimated to be:

	Fiscal Year 23-24	Fiscal Year 24-25
Mid-Management Salary Increases	\$317,544	\$256,743
Mid-Management 5% One Time Payment (Base rate)	\$151,451	\$0
Management Salary Increases*	\$212,026	\$124,490
Management 5% One Time Payment (Base rate)*	\$76,890	\$0
Total	\$757,911	\$381,233

*Includes City Administrator

Funding for wage increases included in the FY23/24 Adopted Budget. Funding for One-time payment proposed to come from unassigned fund balance.

Prepared by:



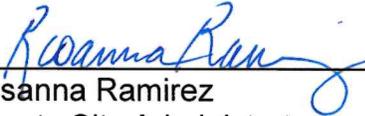
Alice Burnett
Director of Human Resources

Reviewed and approved:

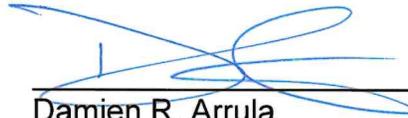


Jennifer Lampman
Director of Finance

Reviewed and approved:



Rosanna Ramirez
Deputy City Administrator



Damien R. Arrula
City Administrator

Attachments:

1. Resolution No. R-2023-56
2. Compensation Plan
3. Resolution No. R-2023-57 Budget Amendment

RESOLUTION NO. R-2023-56

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA APPROVING A NEW COMPENSATION PLAN FOR THE UNREPRESENTED MID-MANAGEMENT AND MANAGEMENT EMPLOYEES FOR THE PERIOD JULY 1, 2023, THROUGH JUNE 30, 2025, AND SUPERSEDING RESOLUTION NO. R-2019-25

WHEREAS, Full-time Unrepresented Mid-Management and Management employees are not a formal bargaining unit and a Compensation Plan has been prepared on matters relating to wages, hours, and other terms and conditions of employment; and

WHEREAS, the City has prepared a written Compensation Plan (Plan) which is attached to this resolution and incorporated herein; and

WHEREAS, such Plan is within the parameters established by the City Council for the Mid-Management and Management Unit; and

WHEREAS, the City Council finds that the terms and conditions of this Plan are proper and in the best interest of the City;

The City Council of the City of Placentia does hereby resolve as follows:

Section 1: The Compensation Plan for the Unrepresented Mid-Management and Management Employees dated March 1, 2019, is hereby repealed.

Section 2: Resolution No. R-2019-25 is superseded. All previous and conflicting Compensation Plans adopted for this purpose by Resolution or by Minute order are repealed.

Section 3: This Resolution provides for salaries, benefits and other terms and conditions of employment applicable to unrepresented Mid-Management and Management Employees of the City of Placentia as listed in the attached Compensation Plan/Salary Schedule (Exhibit A).

Section 4: The Compensation Plan applicable to unrepresented Mid-Management and Management Employees of the City of Placentia effective July 1, 2023, and attached hereto is approved.

APPROVED and ADOPTED this 11th day of July 2023.

Ward L. Smith, Mayor

ATTEST:

Robert S. McKinnell, City Clerk

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Robert S. McKinnell, City Clerk of the City of Placentia do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 11th day of July 2023 by the following vote:

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

Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney



COMPENSATION PLAN

For

THE CITY OF PLACENTIA UNREPRESENTED MID-MANAGEMENT AND EXECUTIVE MANAGEMENT EMPLOYEES

July 1, 2023 – June 30, 2025

No. MGT 23-25
Adopted July 11, 2023, Resolution No. _____

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ARTICLE I - TERM

This Compensation Plan shall be effective July 1, 2023.

ARTICLE II - COMPENSATION

Salary ranges for represented job classes in the bargaining unit shall be set forth in Appendix "A" attached to this Compensation Plan.

A. Compensation Adjustments – Mid-Management Employees

1. Effective the first full pay period following July 1, 2023, the salary range will be increased by five percent (5%). Individuals will receive an adjustment of five percent (5%) related to the change in the salary schedule.
2. Effective the first full pay period following July 1, 2024, the salary range will be increased by four percent (4%). Individuals will receive an adjustment of four percent (4%) related to the change in the salary schedule.
3. One-Time Compensation – Mid-Management employees in paid status as of the approval and adoption of the Compensation Plan will receive a one-time, five percent (5%), non-PERSable compensation payment at base rate of pay.

B. Compensation Adjustments – Executive Management Employees

1. Effective the first full pay period following July 1, 2023, the salary range will be increased by four percent (4%). Individuals will receive an adjustment of four percent (4%) related to the change in the salary schedule.
2. Effective the first full pay period following July 1, 2024, the salary range will be increased by three percent (3%). Individuals will receive an adjustment of three percent (3%) related to the change in the salary schedule.
3. One-Time Compensation – Executive Management employees in paid status as of the approval and adoption of the Compensation Plan will receive a one-time, four percent (4%), non-PERSable compensation payment at base rate of pay.

C. Advancement Through The Salary Schedule

Employees hired at a step Step A or above, are eligible to advance one-step in the salary schedule after 12 months of service in the current step and with satisfactory job performance. For example, employees hired at Step A are eligible for movement to Step B after 12 months of City service and upon receipt of a performance evaluation that identifies that the employee meets all job standards.

D. Salary on Promotion

Any unit employee promoted from one job class to a higher job class shall be placed at a salary step in the range of the higher job class which provides not less than a 5% salary increase.

ARTICLE III - TEMPORARY UPGRADE PAY

Unit employees assigned to work in a higher classification for more than five consecutive days will receive a 5% pay differential applied to their base rate of pay as temporary upgrade pay when assigned to perform the full range of duties in the higher classification.

The parties agree, that to the extent permitted by law, the City shall report temporary upgrade pay for "classic" employees as special compensation to CalPERS pursuant to CCR §571 (a)(3) Temporary Upgrade Pay.

"New Members" as defined under the Public Employee Pension Reform Act (PEPRA) may receive the pay but it is not reportable as special compensation to CalPERS.

ARTICLE IV - LONGEVITY PAY

Unit employees who have completed fifteen (15) years of service with the City of Placentia shall receive longevity pay of 5% of their base rate of pay for regular scheduled hours.

The parties agree, that to the extent permitted by law, the City shall report longevity pay as special compensation to CalPERS pursuant to CCR §571 (a)(1) and CCR §571.1 (b)(1) Longevity Pay.

ARTICLE V - BILINGUAL PAY

Certain employees who have the ability to communicate in a language in addition to English, and who occupy positions in which said ability is regularly used, may be designated by the City Administrator to receive Bilingual Pay of \$175 per month.

The designation of employees to receive Bilingual Pay shall be at the sole discretion of the City Administrator of the City of Placentia. The department head shall recommend to the City Administrator employees who should be considered for bilingual pay. Prior to receiving Bilingual Pay, designated employees must pass an objective testing process selected by the City demonstrating bilingual ability.

The parties agree, that to the extent permitted by law, the City shall report bilingual pay as special compensation to CalPERS pursuant to CCR §571 (a)(4) and CCR §571.1 (b)(3) Bilingual Pay.

ARTICLE VI - EDUCATIONAL INCENTIVE PROGRAM

A. General Guidelines

1. All actions regarding the Educational Incentive Program, as defined herein, shall require the approval of the affected employee's Department Head and the City Administrator.
2. It shall be the employee's responsibility to submit written applications and supporting documentation for consideration under this program.

3. Additional documentation may be required from the employee by the Department Head or City Administrator.
4. The Department Head and City Administrator may consult with staff members and/or educational authorities when necessary to determine acceptability of educational programs proposed for educational incentive pay.
5. The Department Head and City Administrator shall determine acceptability of proposed educational incentive programs, and grant approvals in such a manner so as to encourage and promote the satisfactory completion of those courses which tend to result in a higher proficiency of the employee in employee's job classification.

B. Requirements and Conditions Education Incentive

Minimum requirements to qualify for educational incentive compensation:

1. Current full-time employment with the City with a minimum of one-year continuous full-time service.
2. Satisfactory completion of approved educational programs such as college courses, adult educational courses, seminars, etc., related to the employee's occupation in excess of the occupational minimum requirements of the job class the employee occupies.
3. Approval by the employee's Department Head and City Administrator as defined herein.
4. Any employee who has completed educational programs qualifying under these provisions within five (5) years prior to the date he/she meets condition A-1, may be considered for educational incentive compensation for such programs; except that the "five (5) years prior" shall be waived for Associates (AA/AS) or Bachelors (BA/BS) achievement in accordance with condition A herein.
5. Upon advancement to a job class with a higher salary range, an employee shall retain achieved Educational Incentive Compensation only to the extent that completed educational programs meet Condition A, herein as they relate to the higher job class.
6. Where educational units are not conferred by an educational institution for course work completed, twenty hours of approved classroom study shall be considered equivalent to one semester unit.
7. Possession of certificates may be accepted for educational incentive if, and to the extent, the employee can document to the approving authority's satisfaction that the certificate is equivalent to formal education units.
8. For purposes of these provisions, all educational units earned on other than a semester basis shall be converted to their semester equivalent (i.e., number of quarter units divided by 1.5 equal number of semester units).
9. No credit shall be given for letter grades below "C" or for courses not completed. Credit shall be given for courses successfully completed on a "pass-no pass" basis.

10. Educational incentive compensation shall be paid to all qualifying employees beginning the month following the month in which approval is granted.

C. Educational Incentive Compensation

1. All employees qualified under these provisions shall be eligible to apply for educational incentive compensation. Upon approval, educational incentive compensation shall be:
 - a. Two percent (2%) salary differential for possession of an Associate of Arts (AA) degree.
 - b. Four percent (4%) salary differential for possession of a Bachelor of Arts (BA) or Bachelor of Science (BS) degree.
 - c. Six percent (6%) salary differential for possession of a Master's (MA) degree.

ARTICLE VII - TUITION AND BOOKS REIMBURSEMENT

The City shall reimburse a unit employee 75% of the actual cost of books and tuition for a course given by accredited public and private institutions at the current per unit cost of tuition at a "tax supported" institution (Cal-State Fullerton shall be used as the standard); provided:

1. Such a course directly pertains to the unit employee's present duties and/or pertains to the next step toward promotion in employee's field of endeavor.
2. A written request must be submitted and approved by the employee's Department Head and the City Administrator prior to the date of the first meeting of the course.
3. The unit employee receives a grade of C or better in said course.
4. The unit employee remains in the employ of the City for one (1) year after successful completion of said course. If he/she leaves prior to said one (1) year, the reimbursement shall be deducted from employee's final check.
5. Pre-approved coursework for certification programs that are job related may be eligible for reimbursement under this article. Pre-approval of the Department Head and City Administrator is required.
6. The City may cap the funds to be distributed based on the authorized budget as adopted by the City Council annually. The City will budget at least \$20,000 per fiscal year for city-wide use of the tuition reimbursement program. Reimbursements will be provided in the order they are received by Human Resources when the cap is reached.

ARTICLE VIII - TELECOMMUNICATIONS ALLOWANCE

1. Mid-Management Allowance: The City shall provide \$75 per month stipend to mid-management employees who have been authorized by their department head to use a personal cellular telephone or smartphone device for conducting official City business.

The employee's department head has full discretion to approve or deny a stipend request based on the expectation that the employee will use their personal cell phone for city business and that the employee will respond when called or texted.

2. Executive Management Allowance: Subject to employment contract, City shall provide \$100 per month stipend to Management employees.

ARTICLE IX - POOL CARS

Mid-Managers may use City pool cars for City Business. Employees must take all necessary training required per City Policy prior to use of a City Pool car.

An employee required to use a personal vehicle for City business shall be reimbursed mileage at the rate allowed by the Internal Revenue Service.

ARTICLE X - VEHICLE ALLOWANCE

Executive Management employees receive a vehicle allowance per his or her employment contract. Employees receiving this allowance shall have a personal vehicle at his/her work site each day he/she works and shall use that vehicle on City business. For business trips more than 25 miles one-way from City Hall, the employee may use a City pool car or be reimbursed at the IRS rate for travel beyond the first 50 miles. An employee who uses rail transit for meetings or conferences (not commuting) shall be reimbursed for the cost of such transit.

City pool cars may be used in situations where a private vehicle may be endangered e.g. fire, flood or earthquake.

ARTICLE XI – RETIREMENT

A. CalPERS Retirement System

All employees except for employees designated mid-management personnel assigned to the Fire and Life Safety Department are covered under this MOU shall be members of the California Public Employees' Retirement System (CalPERS) and are subject to all applicable provisions of the City's contract with CalPERS, as amended.

1. Tier I - PERS 2% @ 55

For Classic Members, hired by the City of Placentia prior to April 2012 the employees will contribute the full seven (7) percent member contribution via payroll deduction.

2. Tier II - PERS 2% @ 60

For Classic Members, hired by the City of Placentia on or after April 2012 the employees will contribute the full seven (7) percent member contribution via payroll deduction.

3. PEPRA/NEW MEMBERS - PERS 2% @ 62

For new members hired on or after January 1, 2013, the employees will contribute one-half of the total normal cost as identified by CalPERS.

B. Fire and Life Safety Mid-Management Employees

The City does not participate in Social Security. The City provides a defined contribution plan for employees. Retirement age is 50 years. Employer contributions to the plan are ten percent (10%) of base pay. Compensation defined as base pay excludes overtime, specialty pay, education pay, reimbursements, allowances, leave cash outs, and any other ad hoc pay.

Employees become 100% vested in the plan upon completion of their fourth anniversary of employment with the City. Should the employee separate from service prior to their fourth anniversary all retirement benefit contributions made by the City on their behalf will be returned to the City. No employee contributions are required.

The City retains sole discretion in selecting the plan provider. Details on plan provisions are in the plan document.

C. Deferred Compensation Plan

Unit Employees may participate in a 457(b) Deferred Compensation Plan by electing to contribute pre-tax earnings to the plan subject to annual Internal Revenue Service Limits.

Executive Management Employees – Subject to Employment Contract terms, City shall match Employee's contribution, dollar-for-dollar up to half of the normal annual deferral limit, up to the limits allowed by Internal Revenue Service regulations, including catch up provision for Employees at least age 50.

ARTICLE XII - MEDICAL INSURANCE COVERAGE

The City contracts with CalPERS to provide medical insurance to employees and eligible dependents under the Public Employees' Medical and Hospital Care Act (PEMHCA).

A. Active Employees

As required under PEMHCA, the City contributes the statutory minimum contribution toward medical insurance premiums. The contribution amounts are subject to change each calendar year based on changes to the medical care component of the Consumer Price Index.

- For coverage effective January 1, 2023, the minimum contribution is: \$151.00/month
- For coverage effective January 1, 2024, the minimum contribution is: \$157.00/month
- For coverage effective January 1, 2025, the minimum contribution is: TBD

The City, under a Section 125 plan, provides an allowance (which includes the statutory minimum) to active employees. Should unit members select a plan with a plan premium in excess of the allowance, the employee is responsible for paying the additional premium costs through payroll deduction. Should a unit member select a plan with a plan premium lower than the allowance, the remainder of the allowance may not be used for any other purpose.

City contributions are as follows:

Employee Only	\$ 722.00 per month
Employee +1	\$1,444.00 per month
Employee +2	\$1,877.00 per month

B. Retiree Coverage

Unit retirees will have access to the CalPERS Health Benefit Program in accordance with CalPERS regulations.

Participation in the CalPERS Program will be consistent with Appendix "B" covering Unit Retirees.

Unit retirees hired prior to November 21, 1995, who are covered under the Appendix B provisions, will receive contributions to retiree medical (inclusive of the statutory minimum) as follows:

Retiree Only	\$ 722.00 per month
Retiree +1	\$1,444.00 per month
Retiree +2	\$1,877.00 per month

Retirees who are Medicare eligible must comply with the CalPERS Medicare enrollment provisions and are capped at medical contributions as follows (inclusive of the statutory minimum):

Retiree Only	\$ 342.39 per month
Retiree +1	\$ 684.78 per month
Retiree +2	\$1,027.17 per month
Medicare & Basic Combo	\$1,027.44 per month

For unit retirees hired after November 21, 1995, the City will provide the minimum contribution required by the CalPERS Health Benefit Program. The contribution amounts are subject to change each calendar year based on changes to the medical care component of the Consumer Price Index.

- For coverage effective January 1, 2023, the minimum contribution is: \$151.00/month.
- For coverage effective January 1, 2024, the minimum contribution is: \$157.00/month.
- For coverage effective January 1, 2025, the minimum contribution is: TBD

C. Medical Coverage Opt Out

1. Employees who opt out of the CalPERS medical plan and receive cash must provide the following: (1) proof that the employee and all individuals for whom the employee intends to claim a personal exemption deduction (“tax family”), have or will have minimum essential coverage through another source (other than coverage in the individual market, whether or not obtained through Covered California) for the plan year to which the opt out arrangement applies (“opt out period”); and (2) the employee must sign an attestation that the employee and his/her tax family have or will have such minimum essential coverage for the opt out period. An employee must provide the attestation every plan year at open enrollment or within 30 days after the start of the plan year. The opt-out payment cannot be made, and the City will not in fact make payment if the employer knows that the employee or tax family member doesn’t have such alternative coverage, or if the conditions in this paragraph are not otherwise satisfied.
2. Unit employees hired by the City and who have elected to opt out as of November 1, 2019, will receive the following taxable payment each month under the eligible opt out arrangement:

a. Employee + Family	\$1,001.00
b. Employee + Dependent	\$ 822.25
c. Employee Only	\$ 607.75
d. Family to Employee Only (Remove 2 dependents)	\$ 607.75
e. Two-party to Employee Only (Remove 1 dependent)	\$ 536.25
f. Family to Two-Party (Remove 1 dependent)	\$ 357.50
3. Medical opt-out for active employees hired after July 1, 2019 or for employees hired before July 1, 2019 and who elect to opt out after November 1, 2019 will receive:
 - \$400 per month.
4. The taxable payment may be used by the employee at his/her discretion. Employees may elect to receive the payment as taxable wages, defer the payment into a 457 deferred compensation plan or for use in conjunction with Flexible Spending Accounts offered by the City.

ARTICLE XIII - OTHER INSURANCE PROGRAMS

A. Short Term Disability and Long-Term Disability Plans

1. The CITY agrees to provide to all full-time Unit Employees a short-term disability insurance plan at its sole expense. The basic coverage of this insurance shall be to guarantee a disabled employee an income of 66-2/3% of employee's basic salary up to the policy maximum following a fifteen (15) day waiting period. Definition of

"disability" and duration of eligibility for benefits shall be as set forth in the CITY's policy with its insurance carrier.

2. The CITY agrees to provide to all full-time employees covered by this Memorandum of Understanding a long-term disability insurance plan at its sole expense. The basic coverage of this insurance shall be to guarantee a disabled employee an income of 66-2/3% of employee's basic salary up to the policy maximum following a ninety (90) day elimination period. Definition of "disability" and duration of eligibility for benefits shall be as set forth in The CITY's policy with its insurance carrier.

B. Life Insurance

1. The CITY agrees to provide to all mid-management employees life insurance at its sole expense, in the amount of one times each employees' earnings, rounded to the next \$1,000 with a maximum of \$150,000 of coverage and \$1,000 for spouse and children over the age of six (6) months.
2. Subject to Employment Agreement terms, for Executive Management employees, the City shall pay the amount of premium due for term life insurance in the amount equal to one-half the Employee's adjusted annual base salary and whole life insurance in the amount of one-half the Employee's adjusted annual base salary, including all increases in the annual base salary.

C. Dental Insurance

The CITY agrees to make available to all unit employees' dental insurance, and to pay the full premium for employee and dependent coverage for said insurance during the term of this Compensation Plan.

D. Optical Insurance

The CITY agrees to make available to all unit employees' optical insurance. Further, CITY agrees that it shall pay the full premium for employee and dependent coverage for said insurance during the term of this Compensation Plan.

ARTICLE XIV – CAFETERIA PLAN

The City shall provide a full flexible Cafeteria Plan under IRS Code Section 125 to include Premium Only Conversion and Health Care Spending and Dependent Care Accounts.

ARTICLE XV – ADMINISTRATION

The City reserves the right to select the insurance carriers, or to administer any fringe benefit programs that now exist or may exist in the future during the term of this Compensation Plan.

ARTICLE XVI - PAID TIME OFF (PTO)

The purpose of paid time off (PTO) is to enable eligible unit employees to take time off from work.

A. New Employee Accrual

New employees receive forty (40) hours of PTO upon completion of six months of City service. PTO may be used following the completion of six months of service, unless approved by the Department Head.

B. PTO Accrual

1. Mid-Management employees shall accrue paid time off on the following basis with a maximum accrual of two-hundred and sixty (260) hours:

Years of Service	Accrual Rate	Maximum Accumulation
0-3 years	3.08 hours/pay period (80 hours annually)	260 Hours
3-10 years	4.62 hours/pay period (120 hours annually)	260 Hours
10+ years	6.46 hours/pay period (168 hours annually)	260 Hours

2. Executive Management employees shall accrue paid time off at a rate of 6.46 hours per biweekly pay period with a maximum of two hundred and sixty (260) hours.

C. Accrual Eligibility

A completed biweekly pay period is defined as a biweekly pay period in which the employee has been in pay status for more than half of the working hours in that pay period.

D. Use of Paid Time Off

1. Unit employees will request paid time off through their immediate supervisor.
2. Approval of a paid time off request is the responsibility of the Department Head or his/her designee. He/she will primarily consider the needs of the City and, insofar as possible, the wishes of the employee.
3. Use of PTO may not exceed accumulated PTO leave bank. Should an employee exhaust their PTO and have no other available leave accrued, the employee may request time off without pay. Time off without pay is subject to Department Head and Director of Human Resources approval.
4. Unit employees with Extraordinary Vacation Leave Banks may use either their PTO bank or their Extraordinary Vacation Bank when taking leave.

E. Payment of PTO Upon Separation of Service

An employee who separates from the service of the City shall receive payment for unused and accumulated PTO as of the date of separation, provided that accumulation of PTO shall be conditional upon completion of one (1) year of continuous service and an employee who, for any reason, does not complete one (1) year of continuous service, shall receive no credit/payment for paid time off.

F. Denial of PTO Request Resulting in Inability to Use PTO

Should a unit employee who has made a reasonable request to use PTO time (reasonable is defined as at least two weeks in advance) be unable to utilize PTO time after requesting leave, and the inability to use leave will result in the employee reaching the maximum accrual, the City agrees to cash out 40 hours in lieu of leave at the employees base hourly rate of pay. A request to use PTO will not be unreasonably denied.

ARTICLE XVII - SICK LEAVE/ALTERNATIVE HEALTH & WELLNESS (AHW)

A. Purpose of AHW/Sick Leave Program

Unit employees participate in the Alternative Health and Wellness (AHW) program which provides leave to be used for sick leave purposes as well as an incentive when employees use low amounts of leave. For long-term unit members, frozen sick leave banks may exist. Frozen sick leave banks may also be used for sick leave purposes or employees have the option of cashing out a portion of that leave as described below.

B. Reasons for Use of AHW/Frozen Sick Leave

AHW hours and frozen sick leave hours may be used for an employees' illness or injury, medical appointments, for victims of domestic violence or stalking, or for other reasons the law allows sick leave to be used. Additionally, AWH leave may be used for family sick leave purposes as defined under the law (Labor Code 233).

C. Request for Physician's Certification

Evidence may be required in the form of a physician's certification, or other documentation, for any absence of a duration of three (3) or more consecutive working days during which AHW or frozen sick leave is requested unless waived by the City Administrator. If the absence during which leave is requested is less than 3 consecutive work days no physician's certificate (note) will be necessary prior to returning to work, unless the City has reasonable cause to believe there is abuse of the leave.

D. Alternative Health and Wellness Leave/Program

1. AHW leave accrual cannot exceed one-hundred and ninety-two (192) hours.
2. Unit members receive ninety-six (96) hours of AHW leave effective the first pay period in July of each fiscal year. The AHW bank has a maximum accrual of 192 hours, no credit will be given for hours above the maximum.

3. The AHW hours have no cash value during employment or upon separation from City service.
4. New employees will receive a pro-rated amount of AHW hours based on their date of hire. For example, an employee who begins employment in October will receive sixty-four (64) hours of AWH with the first pay period in November for the remaining eight months in the fiscal year. New employees may use AHW leave after completing three months of City service.

E. AHW Incentives

1. Unit members in active service as of July 1st, will receive \$250 with the first pay check in July.
2. In addition to the \$250, unit members who use thirteen (13) hours or less of AHW leave between July 1 – June 30, may convert twenty-four (24) hours of AWH leave to their PTO bank (subject to PTO bank maximums). The employees must submit an election form requesting the conversion by June 1st of each year, and those who meet the criteria will have the 24 hours converted to PTO prior to the annual allocation of AHW leave. Employees will also receive \$1,000 with the first paycheck in July.
3. In addition to the \$250, unit members who use more than thirteen (13) hours but twenty-six (26) hours or less of AHW leave between July 1 – June 30, may convert twelve (12) hours of AWH leave to their PTO bank (subject to PTO bank maximums). The employees must submit an election form requesting the conversion by June 1st of each year, and those who meet the criteria will have the 12 hours converted to PTO prior to the annual allocation of AHW leave. Employees will also receive \$500 with the first paycheck in July.

F. Frozen Sick Leave

For unit members with frozen sick leave, each year those employees may elect to cash out up to ninety-six (96) hours of frozen sick leave, until the frozen sick leave is depleted. Unit members electing to cash out frozen sick leave must submit a frozen sick leave cash out form no later than November 1st of each year to receive the cash out with the first paycheck in December. The cash out is paid pursuant to the reimbursement value table identified below. Unit employees with frozen sick leave at the time of retirement will be paid 100% (the base rate of pay) for hours in their frozen sick leave bank. Hours in this bank may also be used for sick leave purposes.

Years of City Service at Time Cash Out is Requested or Upon Retirement	Reimbursement Value of Frozen Sick Leave
0 to 3 years	0%
Over 3 to 6 years	55%
Over 6 to 9 years	65%
Over 9 to 20 years	80%
Over 20 years	85%
Retirement	100%

G. Reemployment

An employee who separates from City service and is reemployed by the City shall be treated as a new employee and shall not be entitled to any prior AHW leave unless required by law.

ARTICLE XVIII - OPTIONAL ANNUAL LEAVE BUY DOWN

Annually, by December 15th, employees may submit an irrevocable election form to receive payment of accrued leave in the following year under the following conditions:

1. An employee may elect to cash out up to one-hundred and fifty (150) hours of accrued PTO, Extraordinary Vacation Leave, or Comp Time to be paid with the first paycheck in December as long as after the cash out, a minimum of forty (40) hours remain in the PTO bank.
2. Employees with Extraordinary Vacation Leave must cash out that leave bank prior to requesting to cash out PTO or Comp Time.

For example, irrevocable election forms submitted in December 2019 will be for the December 2020 cash out. The hours of leave, which are converted to pay, shall be deducted from the employee's applicable accrual bank as identified on the irrevocable election form. The remaining unused leave shall remain in the applicable leave bank.

3. Employees who do not submit irrevocable election forms by the December 15th due date will have been deemed to have elected to forgo participation in the optional annual leave buy down program.
4. Employees who experience an unforeseen emergency may be permitted to make a new irrevocable election and redeem vacation hours for cash (or to increase the amount of a previous election up to the maximum) during the calendar year in which the unforeseen emergency occurs. For these purposes, "unforeseen emergency" means a severe financial hardship to the employee resulting from an illness or accident of the employee, the employee's spouse, or a dependent of the employee, loss of the employee's property due to casualty, or other similar extraordinary and unforeseeable circumstance arising because of events beyond the control of the employee. The amount of such new election (or increase to prior election) shall be limited to the amount necessary to satisfy the unforeseen emergency up to the maximum of 150 hours per year as identified above and subject to the same minimum balance remaining after cash out as identified above. Whether an occurrence is an unforeseeable emergency shall be determined by the Director of Administrative Services at his/her sole discretion. The denial of a request under the unforeseen emergency provision is not subject to any appeal by the employee.

ARTICLE XIX - OTHER MEDICAL LEAVE

The City complies with federal and state leave laws including but not limited to FMLA/CFRA, Pregnancy Disability Leave (PDL), Military Leave, etc.

ARTICLE XX - BEREAVEMENT LEAVE

Unit members are eligible for bereavement leave because of death within the immediate family. Immediate family shall be defined as parent, child, stepchild, spouse, registered domestic partner, sibling, grandparent, grandchildren, and spouse's parents and grandparents. Unit members may take bereavement leave for up to five (5) workdays for each death that occurs in the member's immediate family.

ARTICLE XXI – HOLIDAYS

A. Designated Holidays

The City observes the following holidays (holidays are generally valued at 10 hours each unless otherwise noted):

1. New Years' Day, January 1
2. Martin Luther King Day (Third Monday in January)
3. President's Day (third Monday in February)
4. Memorial Day (Last Monday in May)
5. Independence Day, July 4
6. Labor Day (First Monday in September)
7. Veterans' Day, November 11
8. Thanksgiving Day (Fourth Thursday in November)
9. Friday after Thanksgiving Day (observed on the Wednesday before Thanksgiving)
10. Christmas Eve, December 24
11. Christmas Day, December 25
12. New Year's Eve, December 31 (8 hour day)

B. Holiday Closure:

1. City to provide sixty-two (62) hours of leave for use during the holiday closure. Employees who are not working between December 15, 2023 and January 2, 2024, must use these hours for days off of work. Employees in critical positions who are unable to utilize time off during Holiday Closure period will receive pay for unused hours on the last paycheck in June 2024. Hours are subject to the normal

approval process and will be prorated for new employees. Employees must be employed during Holiday Closure period between December 15, 2023 and January 2, 2024 to be eligible. Any time not utilized or paid out will be forfeited effective June 30, 2024.

2. City to provide forty-two (42) hours of leave for use during the holiday closure. Employees who are not working between December 20, 2024 and January 5, 2025, must use these hours for days off work. Employees in critical positions who are unable to utilize time off during Holiday Closure period will receive pay for unused hours on the last paycheck in June 2025. Hours are subject to the normal approval process and will be prorated for new employees. Employees must be employed during Holiday Closure period between December 20, 2024 and January 5, 2025 to be eligible. Any time not utilized or paid out will be forfeited effective June 30, 2025.

C. Floating Holidays

Unit employees receive two floating holidays at the beginning of each fiscal year. Unused floating holiday hours as of June 1st will be cashed out annually at the base hourly rate of pay with the second paycheck in June.

D. Holidays Observed

When a holiday falls on a Sunday, the following Monday shall be deemed to be a holiday in lieu of the day observed. When a holiday falls on Saturday, the preceding Thursday shall be deemed to be a holiday in lieu of the day observed.

ARTICLE XXII - MANAGEMENT LEAVE

Mid-Managers and Management personnel are not eligible for paid overtime.

Mid-Management employees may receive up to 80 hours of management leave per calendar year dependent upon position and Department Head discretion. Annual leave is credited to employees' Management Leave bank in January. Hours are prorated for new employees.

Executive Management employees shall receive 100 hours of management leave per calendar year. The use of management leave time shall be at the discretion of the City Administrator. Annual leave is credited to employees' Management Leave bank in January. Hours are prorated for new employees.

Management leave may be used for leave purposes only and will have no cash value. Management leave hours must be utilized in the calendar year credited, and any remaining balance may not be carried over to the next calendar year.

ARTICLE XXIII - PAYROLL PROCESSES

A. Pay Periods

Unit employees will be paid on a bi-weekly basis.

B. Direct Deposit

The City shall electronically deposit employees' paychecks into a savings or checking account designated by the employee. All employees shall participate in the City's direct deposit payroll program. Each employee shall be responsible for providing the Human Resources Department with the correct routing number and account number of his or her banking institution.

ARTICLE XXIV - WORK SCHEDULES AND HOURS OF WORK

A. Work Schedules & Hours of Work

Unit employees are assigned a 4/10 work schedule. The work schedule includes four consecutive ten-hour workdays followed by three consecutive days off for two weeks. The work schedule in a two week period is 80 hours.

B. Hours of work are as follows:

- 7:15 a.m. - 6:15 p.m., Monday - Thursday - (1-hour unpaid lunch)

All other work schedules or hours of work would require the Alternative Work Schedule Request Form to be submitted and approved by the City Administrator.

Except in cases of emergency, the City shall provide two weeks notice to an employee of any changes in his/her work schedule.

ARTICLE XXV - GRIEVANCE AND ARBITRATION PROCEDURES

A. Purpose

The purpose of the grievance procedure is:

1. To promote improved employer-employee relations by establishing grievance procedures on matters for which appeal or hearing is not provided by other regulations.
2. To afford unit employees, individually or through qualified employee organizations a systematic means of obtaining further consideration of problems after every reasonable effort has failed to resolve them through discussions.
3. To provide that a grievance shall be settled as near as possible to the point of origin.
4. To provide that appeals shall be conducted as informally as possible.

B. Matters Subject To Grievance Procedure

Any unit employee or the Association shall have the right to grieve alleged violations or misapplications of this Memorandum of Understanding or of existing resolutions, ordinances, rules or regulations with respect to wages, hours, or conditions of employment, or suspension, dismissal from employment or any other disciplinary action; and for which appeal is not provided by other regulations or is not prohibited.

C. Informal Grievance Procedure

A unit employee who has a problem or complaint should first try to get it settled through discussion with the employee's immediate supervisor without undue delay. If, after this discussion, he/she does not believe the problem has been satisfactorily resolved, he/she shall have the right to discuss it with the employee's supervisor's immediate superior. Every effort should be made to find an acceptable solution by informal means at the lowest possible level of supervision. If the unit employee is not in agreement with the decision reached by discussion, he/she shall then have the right to file a formal grievance. Any formal grievance must be filed within thirty (30) calendar days after the event giving rise to said grievance. A formal grievance may be filed by the employee association.

D. Formal Grievance Procedure

1. First Level of Review (Step 1) - The grievance shall be presented in writing to the unit employee's immediate supervisor, who shall render employee's decision and comments in writing and return them to the unit employee within fifteen (15) calendar days after receiving the grievance in writing. If the unit employee does not agree with employee's supervisor's decision, or if no answer has been received within fifteen (15) calendar days after submitting the grievance in writing to the immediate supervisor, the unit employee may present the appeal in writing to the employee's department head. Failure of the unit employee to take further action within ten (10) calendar days after receipt of the written decision of his/her supervisor, or within a total of twenty-five (25) calendar days following submittal of the written grievance to the supervisor, if no decision by the supervisor is rendered, it will constitute a withdraw/dropping of the grievance.
2. Department Review (Step 2) - The Department Head receiving the grievance, or employee's designated representative, shall discuss the grievance with the unit employee, employee's representative, if any, and with other appropriate persons. The Department Head shall render employee's decision and comments in writing, and return them to the unit employee within fifteen (15) calendar days after receiving the grievance. If the unit employee does not agree with the decision reached or if no answer has been received within fifteen (15) calendar days, he/she may present the grievance, in writing, to the City Administrator. Failure of the unit employee to take further action within ten (10) calendar days after receipt of the decision of the Department Head, or within twenty-five (25) calendar days following submittal of the written grievance to the department head if no decision is rendered will constitute a withdraw/dropping of the grievance.

3. City Administrator Review (Step 3) - The City Administrator shall discuss the grievance with the unit employee, employee's representative, if any, and with other appropriate persons. The City Administrator may designate a fact-finding committee or an individual not in the normal line of supervision, to advise him/her concerning the grievance. The City Administrator shall render a decision in writing to the unit employee within twenty (20) calendar days after receiving the grievance. If the unit employee does not agree with the decision reached or if no answer has been received within twenty (20) calendar days, he/she may submit the grievance to binding arbitration, as outlined below. Failure of the unit employee to take further action within ten (10) calendar days after receipt of the City Administrator's decision, or within a total of twenty (20) calendar days following submittal of the written grievance to the City Administrator if no decision is rendered will constitute a withdraw/dropping of the grievance.

E. Conduct of Grievance Procedure

1. The time limits specified above may be extended to a definite date by mutual agreement of the unit employee and the reviewer concerned.
2. The unit employee may request the assistance of another person of employee's own choosing in preparing and presenting employee's appeal at any level of review.
3. The unit employee and employee's representative may be permitted to use a reasonable amount of work time, as determined by the appropriate department head, in conferring about and presenting the appeal.
4. Unit employees shall be assured freedom from reprisal for using the grievance procedure.

F. Arbitration

1. General Provisions. After having exhausted the provisions of the Grievance Procedure set forth herein, an eligible unit employee shall have the right to submit to binding arbitration any grievance which has not been resolved to employee's satisfaction, except in instances where such submission is specifically prohibited by the Personnel Ordinance, City Personnel Rules or this Memorandum of Understanding. Such appeal may be filed only after completion of Step 3 of the Grievance Procedure and in accordance with the time limits provided herein. Binding arbitration, as provided in this Article, shall be the sole and exclusive procedure for final resolution of unresolved grievances.
2. Procedures. If the grievant is not satisfied with the decision rendered at Step 3 of the Grievance Procedure, he/she may submit the matter to binding arbitration within the time limits set forth in the Grievance Procedures by filing written notice of such submission with the Director of Administrative Services. The written notice shall set forth the issue being submitted to binding arbitration, the provision(s) allegedly violated, and the remedy requested.

- a. The City's representative and the grievant, or employee's designated representative(s), shall select an impartial third party to serve as the arbitrator.
 - b. If the City's representative and the grievant, or employee's designated representative(s), are unable to agree upon an impartial third party, then the arbitrator shall be selected by mutually striking and ranking names from a list of professional arbitrators supplied by the American Arbitration Associations. Failure of the unit employee to participate in obtaining a list of arbitrators, selecting a single arbitrator, or scheduling an arbitration date, within thirty (30) calendar days of being requested to do so by the City, shall constitute a dropping of the grievance.
 - c. Each party to the dispute shall have the opportunity to present testimony and relevant evidence and to cross-examine witnesses before the arbitrator. After hearing the case, the arbitrator shall, in writing, submit to the parties' employee's decision for resolution of the grievance. The decision of the arbitrator shall be final and binding upon both parties.
3. Conditions. The arbitrator shall have no power to add to, subtract from, or to modify any of the terms of any memorandum of understanding between the parties. The arbitrator's award shall be consistent with, and controlled by, the Personnel Rules, Ordinances, and Charter of the City of Placentia, as well as the laws and Constitution of the State of California.
4. All expenses of arbitration shall be borne equally by the parties.
5. The provisions of this Section shall in no way apply to the "meet-and- confer" process.

ARTICLE XXVI – MISCELLANEOUS PROVISIONS

A. Probationary Period

1. All original and promotional appointments to the classified service shall be tentative and subject to a probationary period of twelve (12) months actual service.
2. The City Administrator may establish a longer probationary period for specified cases.
3. The appointing authority shall complete a written performance evaluation indicating whether the employee has or has not been granted permanent status, a copy shall be given to the probationary employee and the original shall be forwarded to the Human Resources Division before the probationer's permanent status date.

B. Performance Evaluations

Employees will receive performance evaluations from their supervisor at least annually on performance evaluation forms provided by the City. New employees or employees who need improvement may be evaluated more frequently than once per year. The performance evaluation process should provide an assessment and feedback on the quality, quantity, and other job-related metrics designed to identify proficiency and performance that meets the

standards set by the supervisor, department, and City. Performance evaluations will be placed in the employees' official personnel file in Human Resources.

C. Leaves of Absence

1. During any unpaid leave of absence, unit members will not accrue leave and the City will not contribute toward medical/insurance benefits, unless required to do so under the law.
2. Unit members with accrued leave are required to utilize their leave accruals when they are absent from their regular schedule. Accrued leave shall be used to cover any hours of absence from the employees' regular work schedule. Unpaid leaves of absence for partial or full days, is not authorized when accrued leave is available.

D. Reclassification

A unit member who believes that there have been substantial changes in their job duties that are not reflected in the current job classification specification may request to their Department Head that a classification review be conducted. Requests for a classification review must be received between November 1st and December 15th. The Department Head will review the request and if he/she agrees to initiate a request for a classification review, he/she will submit the request to Human Resources by January 15th.

Human Resources will evaluate and determine the manner and method to use to review the classification. Human Resources can also decline to review the classification if it believes the review is not warranted or if there is another more appropriate avenue for review. Classification reviews and recommendations will be evaluated during the annual budget process and any recommended change will be presented for consideration via the budget process.

E. Annual Physical- Executive Management

Subject to Employment Contract terms, Executive Management Employees may elect to submit once per calendar year to a complete physical examination, including a cardiovascular examination, by a qualified physician under the City's medical plan selected by the employee, the co-pay cost shall be paid by the City.

ARTICLE XXVII – EXECUTIVE MANAGEMENT EMPLOYMENT CONTRACTS

Executive Management employees in classifications listed in Exhibit A are subject to employment contracts.

**APPENDIX "A" - JOB CLASS AND SALARY SCHEDULE
PLACENTIA CITY EMPLOYEES ASSOCIATION (PCEA)
Effective July 1, 2023**

JOB CLASS	STEP A			STEP B			STEP C			STEP D			STEP E		
	Hr.	Monthly	Annual	Hr.	Monthly	Annual	Hr.	Monthly	Annual	Hr.	Monthly	Annual	Hr.	Monthly	Annual
ACCOUNT CLERK	20.65	3,579.21	42,950.53	21.76	3,772.49	45,269.86	22.94	3,976.20	47,714.43	24.18	4,190.92	50,291.03	25.48	4,417.23	53,006.73
ACCOUNTING TECHNICIAN	24.26	4,204.92	50,459.04	25.57	4,431.99	53,183.82	26.95	4,671.31	56,055.74	28.41	4,923.56	59,082.74	29.94	5,189.43	62,273.20
ADMINISTRATIVE ASSISTANT	24.13	4,182.03	50,184.34	25.43	4,407.86	52,894.30	26.80	4,645.88	55,750.58	28.25	4,896.76	58,761.11	29.78	5,161.18	61,934.22
ADMINISTRATIVE SPECIALIST	25.82	4,475.77	53,709.18	27.22	4,717.45	56,609.46	28.69	4,972.20	59,666.38	30.23	5,240.70	62,888.37	31.87	5,523.69	66,284.34
ASSISTANT PLANNER	29.32	5,081.93	60,983.19	30.90	5,356.36	64,276.30	32.57	5,645.60	67,747.21	34.33	5,950.46	71,405.55	36.18	6,271.79	75,261.47
BUILDING INSPECTOR	30.80	5,338.43	64,061.11	32.46	5,626.70	67,520.42	34.21	5,930.54	71,166.52	36.06	6,250.79	75,009.50	38.01	6,588.33	79,060.01
BUILDING PERMIT TECHNICIAN	24.26	4,204.92	50,459.04	25.57	4,431.99	53,183.82	26.95	4,671.31	56,055.74	28.41	4,923.56	59,082.74	29.94	5,189.43	62,273.20
CITY CLERK SPECIALIST	25.82	4,475.77	53,709.18	27.22	4,717.46	56,609.48	28.69	4,972.20	59,666.39	30.23	5,240.70	62,888.37	31.87	5,523.70	66,284.35
CODE ENFORCEMENT OFFICER	28.23	4,892.38	58,708.57	29.75	5,156.57	61,878.83	31.36	5,435.02	65,220.30	33.05	5,728.52	68,742.21	34.83	6,037.86	72,454.27
COMMUNITY SERVICES COORDINATOR	25.82	4,475.77	53,709.18	27.22	4,717.45	56,609.46	28.69	4,972.20	59,666.38	30.23	5,240.70	62,888.37	31.87	5,523.69	66,284.34
COMMUNITY SERVICES OFFICER	23.05	3,995.57	47,946.85	24.30	4,211.33	50,535.99	25.61	4,438.74	53,264.94	26.99	4,678.44	56,141.24	28.45	4,931.07	59,172.87
CRIME PREVENTION OFFICER	23.66	4,100.39	49,204.65	24.93	4,321.81	51,861.71	26.28	4,555.19	54,662.23	27.70	4,801.17	57,613.99	29.19	5,060.43	60,725.15
CUSTODIAN	19.95	3,458.20	41,498.44	21.03	3,644.95	43,739.35	22.16	3,841.77	46,101.25	23.36	4,049.23	48,590.72	24.62	4,267.89	51,214.63
DEVELOPMENT SERVICES COORDINATOR	28.23	4,892.38	58,708.56	29.75	5,156.57	61,878.82	31.36	5,435.02	65,220.28	33.05	5,728.51	68,742.17	34.83	6,037.85	72,454.25
ENGINEERING AIDE	19.13	3,315.62	39,787.43	20.16	3,494.66	41,935.96	21.25	3,683.38	44,200.52	22.40	3,882.28	46,587.35	23.61	4,091.92	49,103.07
ENVIRONMENTAL COMPLIANCE OFFICER	28.94	5,016.95	60,203.43	30.51	5,287.87	63,454.42	32.15	5,573.41	66,880.96	33.89	5,874.38	70,492.54	35.72	6,191.59	74,299.12
EQUIPMENT MECHANIC	26.08	4,521.37	54,256.47	27.49	4,765.53	57,186.33	28.98	5,022.87	60,274.39	30.54	5,294.10	63,529.21	32.19	5,579.98	66,959.78
EXECUTIVE ASSISTANT TO CITY ADMINISTRATOR	29.53	5,118.85	61,426.18	31.13	5,395.26	64,743.18	32.81	5,686.61	68,239.32	34.58	5,993.69	71,924.23	36.45	6,317.35	75,808.15
FACILITIES MAINTENANCE TECH	25.93	4,495.30	53,943.62	27.33	4,738.05	56,856.57	28.81	4,993.90	59,926.84	30.37	5,263.57	63,162.88	32.01	5,547.81	66,573.66
FACILITIES MAINTENANCE TECH II	27.40	4,748.59	56,983.05	28.88	5,005.01	60,060.12	30.43	5,275.28	63,303.36	32.08	5,560.14	66,721.73	33.81	5,860.39	70,324.71
GIS SPECIALIST	24.13	4,182.03	50,184.34	25.43	4,407.86	52,894.30	26.80	4,645.88	55,750.59	28.25	4,896.76	58,761.12	29.78	5,161.18	61,934.22
GIS TECHNICIAN	27.18	4,711.41	56,536.95	28.65	4,965.83	59,589.95	30.20	5,233.98	62,807.81	31.83	5,516.62	66,199.44	33.55	5,814.52	69,774.22
HUMAN RESOURCE TECHNICIAN	27.18	4,711.41	56,536.95	28.65	4,965.83	59,589.95	30.20	5,233.98	62,807.81	31.83	5,516.62	66,199.44	33.55	5,814.52	69,774.22
INFORMATION TECHNOLOGY TECH	30.80	5,338.43	64,061.11	32.46	5,626.70	67,520.42	34.21	5,930.54	71,166.52	36.06	6,250.79	75,009.50	38.01	6,588.33	79,060.01
MAINTENANCE CREW LEADER	26.62	4,613.58	55,362.94	28.05	4,862.71	58,352.53	29.57	5,125.30	61,503.55	31.17	5,402.06	64,824.76	32.85	5,693.77	68,325.29
MAINTENANCE WORKER	23.66	4,100.39	49,204.64	24.93	4,321.81	51,861.67	26.28	4,555.18	54,662.21	27.70	4,801.16	57,613.96	29.19	5,060.43	60,725.11
MANAGEMENT ASSISTANT	27.18	4,711.41	56,536.95	28.65	4,965.83	59,589.95	30.20	5,233.98	62,807.81	31.83	5,516.62	66,199.44	33.55	5,814.52	69,774.22
MEDIA SERVICES SPECIALIST	28.23	4,892.38	58,708.57	29.75	5,156.57	61,878.83	31.36	5,435.02	65,220.30	33.05	5,728.52	68,742.21	34.83	6,037.86	72,454.27
OFFICE ASSISTANT	18.63	3,229.22	38,750.69	19.64	3,403.60	40,843.23	20.70	3,587.40	43,048.76	21.81	3,781.11	45,373.38	22.99	3,985.30	47,823.54
OFFICE CLERK	20.65	3,579.21	42,950.53	21.76	3,772.49	45,269.86	22.94	3,976.20	47,714.43	24.18	4,190.92	50,291.03	25.48	4,417.23	53,006.73
OFFICE SPECIALIST	22.00	3,812.59	45,751.13	23.18	4,018.48	48,221.70	24.44	4,235.47	50,825.68	25.75	4,464.19	53,570.25	27.15	4,705.25	56,463.06
PARKING CONTROL OFFICER	19.95	3,458.20	41,498.44	21.03	3,644.95	43,739.35	22.16	3,841.77	46,101.25	23.36	4,049.23	48,590.72	24.62	4,267.89	51,214.63
PLANNING AIDE	19.13	3,315.62	39,787.43	20.16	3,494.66	41,935.96	21.25	3,683.38	44,200.52	22.40	3,882.28	46,587.35	23.61	4,091.92	49,103.07
PLANNING TECH	24.26	4,204.92	50,459.04	25.57	4,431.99	53,183.82	26.95	4,671.31	56,055.74	28.41	4,923.56	59,082.74	29.94	5,189.43	62,273.20
POLICE CIVILIAN INVESTIGATOR	31.95	5,537.92	66,454.98	33.67	5,836.96	70,043.56	35.49	6,152.16	73,825.92	37.41	6,484.38	77,812.52	39.43	6,834.53	82,014.40
POLICE PROPERTY TECHNICIAN	28.53	4,944.38	59,332.58	30.07	5,211.38	62,536.54	31.69	5,492.79	65,913.52	33.40	5,789.41	69,472.86	35.20	6,102.03	73,224.40
POLICE SERVICE OFFICER	23.05	3,995.57	47,946.85	24.30	4,211.33	50,535.99	25.61	4,438.74	53,264.94	26.99	4,678.44	56,141.24	28.45	4,931.07	59,172.87
POLICE SERVICES SUPERVISOR	33.55	5,815.14	69,781.73	35.36	6,129.16	73,549.94	37.27	6,460.14	77,521.63	39.28	6,808.98	81,707.80	41.40	7,176.67	86,120.01
PUBLIC SAFETY COMMUNICATION SUPERVISOR - DISPATCH	43.56	7,550.55	90,606.60	45.91	7,958.28	95,499.36	48.39	8,388.03	100,656.32	51.01	8,840.98	106,091.76	53.76	9,318.39	111,820.72
PUBLIC SAFETY DISPATCHER	31.36	5,435.03	65,220.34	33.05	5,728.52	68,742.25	34.83	6,037.86	72,454.34	36.71	6,363.91	76,366.89	38.70	6,707.56	80,490.69

**APPENDIX "A" - JOB CLASS AND SALARY SCHEDULE
 PLACENTIA CITY EMPLOYEES ASSOCIATION (PCEA)
 Effective July 1, 2023**

JOB CLASS	STEP A			STEP B			STEP C			STEP D			STEP E		
	Hr.	Monthly	Annual												
PUBLIC WORKS INSPECTOR	30.40	5,268.59	63,223.07	32.04	5,553.09	66,637.12	33.77	5,852.96	70,235.52	35.59	6,169.02	74,028.24	37.51	6,502.15	78,025.76
SENIOR ACCOUNTING TECHNICIAN	27.18	4,711.41	56,536.95	28.65	4,965.83	59,589.95	30.20	5,233.98	62,807.81	31.83	5,516.62	66,199.44	33.55	5,814.52	69,774.22
SENIOR ADMINISTRATIVE ASSISTANT	28.23	4,892.38	58,708.57	29.75	5,156.57	61,878.83	31.36	5,435.02	65,220.30	33.05	5,728.52	68,742.21	34.83	6,037.86	72,454.27
SENIOR BUILDING INSPECTOR	31.15	5,399.30	64,791.56	32.83	5,690.86	68,290.31	34.60	5,998.17	71,977.98	36.47	6,322.07	75,864.80	38.44	6,663.46	79,961.49
SENIOR CODE ENFORCEMENT OFFICER	30.80	5,338.43	64,061.11	32.46	5,626.70	67,520.42	34.21	5,930.54	71,166.52	36.06	6,250.79	75,009.50	38.01	6,588.33	79,060.01
SENIOR CUSTODIAN	23.66	4,100.39	49,204.64	24.93	4,321.81	51,861.67	26.28	4,555.18	54,662.21	27.70	4,801.16	57,613.96	29.19	5,060.43	60,725.11
SENIOR ENGINEERING AIDE	27.40	4,748.59	56,983.05	28.88	5,005.01	60,060.12	30.43	5,275.28	63,303.36	32.08	5,560.14	66,721.73	33.81	5,860.39	70,324.71
SENIOR HUMAN RESOURCE TECHNICIAN	28.53	4,944.38	59,332.58	30.07	5,211.38	62,536.54	31.69	5,492.79	65,913.52	33.40	5,789.41	69,472.86	35.20	6,102.03	73,224.40

MID-MANAGEMENT
Effective July 1, 2024

JOB CLASS	STEP A			STEP B			STEP C			STEP D			STEP E		
	Hr.	Monthly	Annual												
ACCOUNTANT	36.19	6,272.63	75,271.53	38.00	6,586.26	79,035.11	39.90	6,915.57	82,986.86	41.89	7,261.35	87,136.19	43.99	7,624.42	91,493.01
ACCOUNTING MANAGER	52.81	9,152.99	109,835.93	55.45	9,610.64	115,327.74	58.22	10,091.18	121,094.13	61.13	10,595.74	127,148.82	64.19	11,125.52	133,506.27
ASSISTANT TO CA / ECONOMIC DEVELOPMENT MANAGER	58.54	10,146.85	121,762.26	61.47	10,654.20	127,850.37	64.54	11,186.91	134,242.87	67.77	11,746.25	140,955.04	71.16	12,333.56	148,002.78
ASSOCIATE CIVIL ENGINEER	45.79	7,936.76	95,241.07	48.07	8,332.52	99,990.27	50.48	8,749.73	104,996.79	53.00	9,186.44	110,237.28	55.65	9,646.54	115,758.50
ASSOCIATE PLANNER	39.72	6,883.98	82,607.80	41.70	7,228.18	86,738.20	43.79	7,589.59	91,075.13	45.98	7,969.07	95,628.86	48.27	8,367.53	100,410.31
CHIEF BUILDING OFFICIAL	55.01	9,535.91	114,430.92	57.77	10,012.71	120,152.47	60.65	10,513.34	126,160.09	63.69	11,039.01	132,468.10	66.87	11,590.96	139,091.50
CHIEF DEPUTY CITY CLERK	44.88	7,779.09	93,349.04	47.12	8,168.04	98,016.49	49.48	8,576.44	102,917.31	51.95	9,005.26	108,063.17	54.55	9,455.53	113,466.33
CITY ENGINEER/DEPUTY DIRECTOR OF PUBLIC WORKS	66.05	11,448.85	137,386.19	69.35	12,021.29	144,255.50	72.82	12,622.36	151,468.28	76.46	13,253.47	159,041.69	80.29	13,916.15	166,993.79
CODE ENFORCEMENT MANAGER	45.17	7,830.32	93,963.89	47.43	8,221.84	98,662.09	49.81	8,632.93	103,595.19	52.30	9,064.58	108,774.95	54.91	9,517.81	114,213.70
CODE ENFORCEMENT SUPERVISOR	38.50	6,672.63	80,071.59	40.42	7,006.26	84,075.17	42.44	7,356.58	88,278.93	44.56	7,724.41	92,692.92	46.79	8,110.63	97,327.51
COMMUNICATIONS & MARKETING MANAGER	45.17	7,830.32	93,963.89	47.43	8,221.84	98,662.09	49.81	8,632.93	103,595.19	52.30	9,064.58	108,774.95	54.91	9,517.81	114,213.70
COMMUNITY SERVICES SUPERVISOR	38.50	6,672.63	80,071.59	40.42	7,006.26	84,075.17	42.44	7,356.58	88,278.93	44.56	7,724.41	92,692.92	46.79	8,110.63	97,327.51
CRIME ANALYST	38.50	6,672.63	80,071.59	40.42	7,006.26	84,075.17	42.44	7,356.58	88,278.93	44.56	7,724.41	92,692.87	46.79	8,110.63	97,327.51
DEPUTY CHIEF OF POLICE	86.15	14,933.07	179,196.80	90.46	15,679.72	188,156.63	94.98	16,463.71	197,564.47	99.73	17,286.89	207,442.69	104.72	18,151.23	217,814.82
DEPUTY CITY CLERK	35.08	6,080.10	72,961.23	36.83	6,384.11	76,609.28	38.67	6,703.31	80,439.73	40.61	7,038.48	84,461.71	42.64	7,390.40	88,684.83
DEPUTY DIRECTOR OF ADMINISTRATIVE SERVICES	72.13	12,502.96	150,035.47	75.74	13,128.10	157,537.25	79.53	13,784.51	165,414.11	83.50	14,473.73	173,684.82	87.68	15,197.42	182,369.06
DEPUTY DIRECTOR OF COMMUNITY SERVICES	50.55	8,761.57	105,138.85	53.07	9,199.65	110,395.78	55.73	9,659.63	115,915.58	58.52	10,142.61	121,711.35	61.44	10,649.74	127,796.92
DIGITAL MEDIA ANALYST	38.50	6,672.63	80,071.59	40.42	7,006.26	84,075.17	42.44	7,356.58	88,278.93	44.56	7,724.41	92,692.87	46.79	8,110.63	97,327.51
ECONOMIC DEVELOPMENT MANAGER	45.17	7,830.32	93,963.89	47.43	8,221.84	98,662.09	49.81	8,632.93	103,595.19	52.30	9,064.58	108,774.95	54.91	9,517.81	114,213.70
FINANCE SERVICE MANAGER	52.81	9,152.99	109,835.94	55.45	9,610.64	115,327.74	58.22	10,091.18	121,094.12	61.13	10,595.74	127,148.83	64.19	11,125.52	133,506.27
FIRE DEPUTY CHIEF	72.13	12,502.96	150,035.47	75.74	13,128.10	157,537.25	79.53	13,784.51	165,414.11	83.50	14,473.73	173,684.82	87.68	15,197.42	182,369.06
FIRE MARSHAL	62.11	10,766.26	129,195.08	65.47	11,347.63	136,171.58	69.00	11,960.38	143,524.60	72.73	12,606.25	151,274.98	76.66	13,286.97	159,443.59
FIRE PREVENTION SPECIALIST	38.50	6,672.63	80,071.59	40.42	7,006.26	84,075.17	42.44	7,356.58	88,278.93	44.56	7,724.41	92,692.87	46.79	8,110.63	97,327.51
HUMAN RESOURCE ANALYST	38.50	6,672.63	80,071.59	40.42	7,006.26	84,075.17	42.44	7,356.58	88,278.93	44.56	7,724.41	92,692.87	46.79	8,110.63	97,327.51
HUMAN RESOURCES MANAGER	45.17	7,830.32	93,963.89	47.43	8,221.84	98,662.09	49.81	8,632.93	103,595.19	52.30	9,064.58	108,774.95	54.91	9,517.81	114,213.70
INFORMATION TECHNOLOGY MANAGER	60.30	10,451.26	125,415.12	63.31	10,973.82	131,685.87	66.48	11,522.51	138,270.15	69.80	12,098.64	145,183.69	73.29	12,703.57	152,442.86
INFORMATION TECHNOLOGY SPECIALIST	38.50	6,672.63	80,071.59	40.42	7,006.26	84,075.17	42.44	7,356.58	88,278.93	44.56	7,724.41	92,692.87	46.79	8,110.63	97,327.51
MANAGEMENT ANALYST	38.50	6,672.63	80,071.59	40.42	7,006.26	84,075.17	42.44	7,356.58	88,278.93	44.56	7,724.41	92,692.87	46.79	8,110.63	97,327.51
NEIGHBORHOOD SERVICES MANAGER	45.17	7,830.32	93,963.89	47.43	8,221.84	98,662.09	49.81	8,632.93	103,595.19	52.30	9,064.58	108,774.95	54.91	9,517.81	114,213.70
PLANNING MANAGER	60.05	10,408.04	124,896.45	63.05	10,928.44	131,141.27	66.20	11,474.86	137,698.34	69.51	12,048.60	144,583.26	72.99	12,651.03	151,812.42
PLANS EXAMINER	44.50	7,712.81	92,553.72	46.72	8,098.45	97,181.43	49.06	8,503.37	102,040.48	51.51	8,928.54	107,142.50	54.09	9,374.97	112,499.62
PUBLIC SAFETY COMMUNICATION MANAGER	60.30	10,451.26	125,415.12	63.31	10,973.82	131,685.87	66.48	11,522.51	138,270.15	69.80	12,098.64	145,183.69	73.29	12,703.57	152,442.86

MID-MANAGEMENT
Effective July 1, 2024

JOB CLASS	STEP A			STEP B			STEP C			STEP D			STEP E		
	Hr.	Monthly	Annual												
PUBLIC WORKS MANAGER	60.05	10,408.04	124,896.45	63.05	10,928.44	131,141.27	66.20	11,474.86	137,698.34	69.51	12,048.60	144,583.26	72.99	12,651.03	151,812.42
PUBLIC WORKS SUPERINTENDENT	45.17	7,830.32	93,963.88	47.43	8,221.84	98,662.07	49.81	8,632.93	103,595.18	52.30	9,064.58	108,774.94	54.91	9,517.81	114,213.69
PUBLIC WORKS SUPERVISOR	36.19	6,272.63	75,271.51	38.00	6,586.26	79,035.09	39.90	6,915.57	82,986.85	41.89	7,261.35	87,136.18	43.99	7,624.42	91,492.99
RISK MANAGER	60.30	10,451.26	125,415.12	63.31	10,973.82	131,685.87	66.48	11,522.51	138,270.15	69.80	12,098.64	145,183.69	73.29	12,703.57	152,442.86
SENIOR ACCOUNTANT	44.50	7,712.81	92,553.72	46.72	8,098.45	97,181.43	49.06	8,503.37	102,040.48	51.51	8,928.54	107,142.50	54.09	9,374.97	112,499.62
SENIOR ACCOUNTANT II	50.55	8,761.57	105,138.86	53.07	9,199.65	110,395.81	55.73	9,659.63	115,915.59	58.52	10,142.61	121,711.37	61.44	10,649.74	127,796.93
SENIOR CIVIL ENGINEER	58.54	10,146.85	121,762.26	61.47	10,654.20	127,850.37	64.54	11,186.91	134,242.87	67.77	11,746.25	140,955.04	71.16	12,333.56	148,002.78
SENIOR FINANCIAL ANALYST	44.88	7,779.09	93,349.03	47.12	8,168.04	98,016.49	49.48	8,576.44	102,917.31	51.95	9,005.26	108,063.17	54.55	9,455.53	113,466.32
SENIOR HUMAN RESOURCE ANALYST	44.88	7,779.09	93,349.03	47.12	8,168.04	98,016.49	49.48	8,576.44	102,917.31	51.95	9,005.26	108,063.17	54.55	9,455.53	113,466.32
SENIOR MANAGEMENT ANALYST	44.88	7,779.09	93,349.03	47.12	8,168.04	98,016.49	49.48	8,576.44	102,917.31	51.95	9,005.26	108,063.17	54.55	9,455.53	113,466.32
SENIOR PLANNER	50.55	8,761.57	105,138.85	53.07	9,199.65	110,395.78	55.73	9,659.63	115,915.58	58.52	10,142.61	121,711.35	61.44	10,649.74	127,796.92
TRAFFIC ENGINEER	55.01	9,535.91	114,430.91	57.77	10,012.70	120,152.45	60.65	10,513.34	126,160.09	63.69	11,039.01	132,468.11	66.87	11,590.96	139,091.51
TRANSPORTATION MANAGER	55.01	9,535.91	114,430.91	57.77	10,012.70	120,152.45	60.65	10,513.34	126,160.09	63.69	11,039.01	132,468.11	66.87	11,590.96	139,091.51

APPENDIX "A" - JOB CLASS AND SALARY SCHEDULE
EXECUTIVE MANAGEMENT
 Effective July 1, 2023

JOB CLASS	STEP A			STEP B			STEP C			STEP D			STEP E		
	Hr.	Monthly	Annual												
ASSISTANT CITY ADMINISTRATOR	82.22	14,251.86	171,022.33	86.33	14,964.45	179,573.45	90.65	15,712.68	188,552.12	95.18	16,498.31	197,979.72	99.94	17,323.23	207,878.72
CITY ADMINISTRATOR	102.14	17,704.91	212,458.94	109.29	18,944.26	227,331.07	114.76	19,891.47	238,697.63	118.78	20,587.67	247,052.05	139.60	24,197.11	290,365.29
DEPUTY CITY ADMINISTRATOR	97.54	16,907.49	202,889.92	102.42	17,752.87	213,034.42	107.54	18,640.51	223,686.13	112.92	19,572.54	234,870.45	118.56	20,551.16	246,613.96
DIRECTOR OF ADMINISTRATIVE SERVICES	78.34	13,578.52	162,942.26	82.25	14,257.45	171,089.35	86.37	14,970.32	179,643.84	90.69	15,718.84	188,626.03	95.22	16,504.78	198,057.33
DIRECTOR OF COMMUNITY SERVICE	78.34	13,578.52	162,942.26	82.25	14,257.45	171,089.35	86.37	14,970.32	179,643.84	90.69	15,718.84	188,626.03	95.22	16,504.78	198,057.33
DIRECTOR OF DEVELOPMENT SVCS	78.34	13,578.52	162,942.26	82.25	14,257.45	171,089.35	86.37	14,970.32	179,643.84	90.69	15,718.84	188,626.03	95.22	16,504.78	198,057.33
DIRECTOR OF FINANCE	78.34	13,578.52	162,942.26	82.25	14,257.45	171,089.35	86.37	14,970.32	179,643.84	90.69	15,718.84	188,626.03	95.22	16,504.78	198,057.33
DIRECTOR OF HUMAN RESOURCES	74.42	12,899.66	154,795.90	78.14	13,544.64	162,535.69	82.05	14,221.87	170,662.48	86.15	14,932.97	179,195.60	90.46	15,679.62	188,155.39
DIRECTOR OF PUBLIC WORKS	78.34	13,578.52	162,942.26	82.25	14,257.45	171,089.35	86.37	14,970.32	179,643.84	90.69	15,718.84	188,626.03	95.22	16,504.78	198,057.33
FIRE CHIEF	78.34	13,578.52	162,942.26	82.25	14,257.45	171,089.36	86.37	14,970.32	179,643.82	90.69	15,718.84	188,626.04	95.22	16,504.78	198,057.32
POLICE CHIEF	87.45	15,157.56	181,890.69	91.82	15,915.43	190,985.22	96.41	16,711.21	200,534.46	101.23	17,546.77	210,561.20	106.29	18,424.11	221,089.26

EXECUTIVE MANAGEMENT
 Effective July 1, 2024

JOB CLASS	STEP A			STEP B			STEP C			STEP D			STEP E		
	Hr.	Monthly	Annual												
ASSISTANT CITY ADMINISTRATOR	84.69	14,679.42	176,153.00	88.92	15,413.39	184,960.65	93.37	16,184.06	194,208.69	98.04	16,993.26	203,919.12	102.94	17,842.92	214,115.08
CITY ADMINISTRATOR	105.21	18,236.06	218,832.71	112.57	19,512.58	234,151.00	118.20	20,488.21	245,858.56	122.34	21,205.30	254,463.61	143.79	24,923.02	299,076.24
DEPUTY CITY ADMINISTRATOR	100.47	17,414.72	208,976.62	105.49	18,285.45	219,425.45	110.77	19,199.73	230,396.72	116.31	20,159.71	241,916.56	122.12	21,167.70	254,012.38
DIRECTOR OF ADMINISTRATIVE SERVICES	80.69	13,985.88	167,830.53	84.72	14,685.17	176,222.03	88.96	15,419.43	185,033.15	93.41	16,190.40	194,284.81	98.08	16,999.92	203,999.05
DIRECTOR OF COMMUNITY SERVICE	80.69	13,985.88	167,830.53	84.72	14,685.17	176,222.03	88.96	15,419.43	185,033.15	93.41	16,190.40	194,284.81	98.08	16,999.92	203,999.05
DIRECTOR OF DEVELOPMENT SVCS	80.69	13,985.88	167,830.53	84.72	14,685.17	176,222.03	88.96	15,419.43	185,033.15	93.41	16,190.40	194,284.81	98.08	16,999.92	203,999.05
DIRECTOR OF FINANCE	80.69	13,985.88	167,830.53	84.72	14,685.17	176,222.03	88.96	15,419.43	185,033.15	93.41	16,190.40	194,284.81	98.08	16,999.92	203,999.05
DIRECTOR OF HUMAN RESOURCES	76.65	13,286.65	159,439.78	80.49	13,950.98	167,411.76	84.51	14,648.53	175,782.36	88.74	15,380.96	184,571.47	93.17	16,150.00	193,800.05
DIRECTOR OF PUBLIC WORKS	80.69	13,985.88	167,830.53	84.72	14,685.17	176,222.03	88.96	15,419.43	185,033.15	93.41	16,190.40	194,284.81	98.08	16,999.92	203,999.05
FIRE CHIEF	80.69	13,985.88	167,830.53	84.72	14,685.17	176,222.04	88.96	15,419.43	185,033.13	93.41	16,190.40	194,284.82	98.08	16,999.92	203,999.04
POLICE CHIEF	90.07	15,612.28	187,347.41	94.57	16,392.90	196,714.77	99.30	17,212.54	206,550.50	104.27	18,073.17	216,878.03	109.48	18,976.83	227,721.94

APPENDIX "B" - 1995 INSURANCE BENEFITS CHANGES

Section 3. Insurances

Tier I - Employees, hired prior to November 21, 1995.

The City shall make available single party and dependent medical, dental, optical, long-term disability and life insurance to all classified employees, and to such other employees and officials as may be designated by the City Council. The City shall pay that amount toward the premiums for such insurance as may be determined by the City Council and the employee shall pay the remainder of the premium. Such premiums shall be paid only to the company or companies with whom the City has contracted for such insurance coverage.

During periods of approved medical leave without pay, the City shall continue to pay its normal contribution for the above insurances for all officers and employees.

Upon service retirement, or ordinary disability retirement, the City shall continue to pay its normal contribution for medical, dental, optical, and life insurances for all eligible employees. These benefits shall be considered to be vested for employees hired prior to November 21, 1995. Retired employees receiving these insurances shall, if eligible enroll in, and pay for Medicare, Part B, at their earliest eligible date, as primary carrier. Employees retiring with industrial disability shall not be eligible for this benefit.

Tier II - Employees, hired on or after November 21, 1995.

The City shall make available single party and dependent medical, dental, optical, long-term disability and life insurance to all classified employees, and to such other employees and officials as may be designated by the City Council. The City shall pay that amount toward the premiums for such insurance as may be determined by the City Council and the employee shall pay the remainder of the premium. Such premiums shall be paid only to the company or companies with whom the City has contracted for such insurance coverage.

During periods of approved medical leave without pay, the City shall continue to pay its normal contribution for the above insurances for all officers and employees.

Upon service retirement, or ordinary disability retirement, Tier II employees shall have the option of participating in a post-retirement insurance benefit program at their own cost. Employees retiring for industrial disability shall not be eligible for this benefit.

APPENDIX "C"- CASUAL DRESS CODE

Each Department Head, with the approval of the City Administrator, has the discretion to develop a more comprehensive dress code appropriate for employees' department.

GENERAL GUIDELINES

The City of Placentia is a public service delivery organization. All employees should dress appropriately for this business environment and in keeping with employees' work assignment. Public image plays an important role in developing and maintaining support for the organization. To maintain the confidence and respect of the citizens and other customers, each employee must exercise professional judgment as they choose workplace attire.

Business Casual does not mean sloppy. Clothing should be clean, wrinkle free, and without holes and frayed areas. **Uniformed employees are required to dress per department standards; all other employees may dress casual in accordance with the following guidelines:**

- Neat, business casual attire.
- Casual slacks — no blue jeans except on Thursday or Friday.
- No T-shirts.
- Professional business attire will be required for meetings with outside agencies or night meetings.
- Please do NOT wear clothing with writing or messages, shorts, sandals for men or slippers for men or women.
- For Thursdays/Fridays ONLY blue jeans are acceptable. City shirts are acceptable anytime.

Each employee's supervisor can make determinations as to the appropriateness of an employee's attire pursuant to this policy. If, in the opinion of the supervisor, an employee is not adhering to the intent of this policy, the supervisor will inform that person that he/she must dress in accordance with this policy. In severe cases, after consulting with the Department Head and the Human Resources Department, the supervisor may send the person home to change as directed. In that event, time away from work will not be considered hours worked. An employee may use PTO time, compensatory, floating holiday, or administrative leave for such time away from work. This casual dress code will be adhered to unless it is superseded by a City Administrative Policy.

RESOLUTION NO. R-2023-57

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING A BUDGET AMENDMENT IN FISCAL YEAR 2023-24 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 2023-24 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 2023-24, via Resolution No. R-2023-42, 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
General Fund	Unrepresented	General Government	109595-5023	\$151,451	Increase
General Fund	Management	General Government	109595-5023	\$76,890	Increase

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 11th DAY OF JULY 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 11th day of July 2023 by the following vote:

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

Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR / PUBLIC SERVICES & INFRASTRUCTURE

DATE: JULY 11, 2023

SUBJECT: **PUBLIC HEARING AND TABULATION OF BALLOTS FOR ANNEXATION INTO COMMUNITY FACILITIES DISTRICT NO. 2014-01 (PUBLIC SERVICES CFD)**
(Continued from June 20, 2023 meeting)

FISCAL
IMPACT: ANNUAL REVENUE: \$111,915.32 (550000-4505)

SUMMARY:

On February 18, 2014, the City Council adopted Resolution No. R-2014-10, establishing Community Facilities District No. ("CFD") 2014-01 ("Public Services CFD") to provide an ongoing sustainable funding source paid for by new developments to help fund the cost of public safety services. On March 4, 2014, the City Council adopted Ordinance No. 2014-03, authorizing the City Council to determine, by resolution, on or before August 1 of each year, the specific special tax to be levied on each parcel of land within the CFD. At that time, the City Council also, in the adoption of the territory map, approved the area designated as future annexation to the CFD. This item recommends that the City Council conduct a Public Hearing to annex territory to the CFD.

On May 16, 2023, the City Council adopted a Resolution of Intention and set a public hearing date for June 20, 2023 to annex territory to the CFD. The City Council opened the Public Hearing on June 20, 2023 and received a presentation from Staff at which time the Council voted to continue the public hearing to the regularly scheduled Council meeting of July 11, 2023.

RECOMMENDATION:

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

1. Open the continued Public Hearing concerning the annexation of the JPI Cenza development project; and
2. Receive the Staff Report, consider all public testimony, ask questions of Staff; and
3. Conduct election for annexation of the JPI Cenza TOD Project Annexation to Community Facilities District No. 2014-01 (Public Services); and
4. Close the Public Hearing; and

2.a.
July 11, 2023

5. Adopt the Resolution No. R-2023-47, A Resolution of the City Council of the City of Placentia, California, Making Certain Findings, Certifying the Results of an Election and Ordering the Annexation of Territory (JPI Cenza TOD Annexation) to Community Facilities District No. 2014-01 (Public Services) and Approving the Amended Map for Said District.

STRATEGIC PLAN STATEMENT:

There is no specific Strategic Plan Goal or Objective associated with this Council action.

DISCUSSION:

In 1978, California voters enacted Proposition 13, which limited the ability of local public agencies to increase property taxes based on a property's assessed value. In 1982, the Mello-Roos Community Facilities Act of 1982 (Act) was created to provide an alternate method of financing public infrastructure and services. Under the Act, a CFD may fund public improvements with a useful life of five (5) years or more, such as park and recreational facilities, streets, sewer systems, schools, libraries, childcare facilities, and other basic infrastructure. CFDs may also fund the maintenance and servicing of public landscape areas, parks, streetlights, roads, storm drain systems, and police and fire services to maintain service levels.

In 2014, the City Council created CFD 2014-01 to provide a new revenue stream paid for by new residential developments to be used to help fund the cost of public safety services. This type of financing program, which is authorized under the Mello-Roos Community Facilities Act of 1982, envisioned the participation of all future additional new development projects, either by formation of new districts or annexation into the existing CFD.

As a condition of approval for the project, the JPI Transit-Oriented Development at 505 W. Crowther Avenue was required to annex itself to CFD 2014-01. This project is currently under the final phase of construction and will need to be annexed into the CFD prior to receiving a Certificate of Occupancy. As part of the annexation process, the City Council adopted a Resolution of Intention (Resolution) on May 16, 2023. The Resolution set forth the terms and conditions for annexing territory into the CFD and included the rate and apportionment for the special tax to be levied and set June 20, 2023, at 7:00 p.m. as the date and time of the public hearing on the annexation. The City Council opened the Public Hearing on June 20, 2023 and received a presentation from Staff at which time the Council voted to continue the public hearing to the regularly scheduled Council meeting of July 11, 2023.

Since there are less than 12 registered voters in the territory proposed to be annexed, the election is a landowner vote of the property to be annexed into the district. As a result of the property being owned by the developer, only one vote is required to be tabulated. Tonight, in order to complete the annexation proceedings, the following actions are required:

- The Public Hearing is held on July 11, 2023, at approximately 7:00 p.m.
- The election is held at approximately 7:00 PM on July 11, 2023, at which time the City Clerk opens the ballots, tallies the vote and announces the results of the election.

- The City Council adopts a Resolution Certifying the Election and Ordering the Annexation of Territory (JPI Annexation) to Community Facilities District No. 2014-01 (Public Services) and Approving the Amended Map for Said District (Attachment 1).

Staff is recommending the City Council for CFD No. 2014-01 to: (a) hold a public hearing; (b) assuming there is no majority protest at the public hearing, adopt the Resolution Certifying the Election and Ordering the Annexation of Territory (JPI Annexation) to Community Facilities District No. 2014-01 (Public Services) and Approving the Amended Map for Said District (Attachment 3); and (c) direct that a revised notice of special tax lien be recorded pursuant to Section 3117.5 of the Streets and Highways Code with respect to the Annexation Parcel associated with the Boundary Map.

FISCAL IMPACT:

For the CFD tax to be applied to a parcel, either construction must be completed or a building permit for the development needs to be issued by the City by June 1 of the preceding fiscal year. Currently, a total of 181 residential parcels have been annexed into CFD 2014-01 since its creation. For FY 2023-24, 181 parcels will be assessed at the adjusted special tax rate of \$354.36 for a total of \$64,139.16 in anticipated revenue. The addition of the new annexation into the special tax district will generate additional revenue as summarized in the table below.

Development	Number of Units	Annual Unit Rate	Total Annual Revenue
JPI Luxury Apartments	418	\$267.74	\$111,915.32

The City will levy assessments on this annexed property beginning FY 2023-24.

Prepared by:



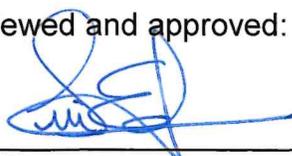
Elsa Y. Robinson
Senior Management Analyst

Reviewed and approved:

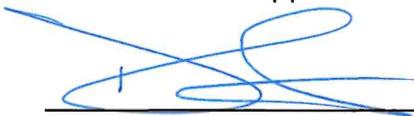
Jennifer Lampman
Director of Finance

Reviewed and approved:



Luis Estevez
Deputy City Administrator

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachments:

1. Property Owner Petition
2. Resolution No. R-2023-47 – Annexation of Territory to CFD 2014-01
3. Amended Annexation Boundary Map

LANDOWNER PETITION

Requesting and Approving Annexation of Territory to
City of Placentia Community Facilities District No. 2014-01 (Public Services)

To: THE HONORABLE CITY COUNCIL
ATTN: ROBERT S. MCKINNEL, CITY CLERK
401 E. CHAPMAN AVENUE
PLACENTIA, CALIFORNIA 92870

Members of the City Council:

This is a petition to institute proceedings to annex territory, namely the property identified and described at the end of this document to Community Facilities District No. 2014-01 and related matters pursuant to the Mello-Roos Community Facilities Act of 1982 (Section 53311 *et seq.* of the California Government Code) (“Act”). The undersigned (“Landowner”) hereby petitions the City Council of the City of Placentia (“City”) as follows:

1. Landowner certifies that it is the record owner of those certain lots and parcels (“Property”), which Property is more specifically identified and legally described in Exhibit “A” attached hereto and incorporated herein by reference. Landowner warrants to the City that it is such owner, or is a legally authorized representative of such owner, and that such ownership constitutes ownership of more than 10% of the Property.

2. Landowner recognizes that the Property is located within the “future annexation area” of City of Placentia Community Facilities District No. 2014-01 (Public Safety Services) (“District”), as shown on the Boundary Map entitled “Map of Proposed Boundaries of City of Placentia Future Annexation Area of Community Facilities District No. 2014-01 (Public Services)” (“Map”). The Map is recorded in the records of the Orange County Recorder at Book 94 of Maps of Assessment and Community Facilities Districts at page 47.

3. Landowner requests that the City Council undertake proceedings under the Act to annex the Property the District and to levy special taxes on the Property to finance all or a part of the public services set forth in Section 5 below. Landowner approves the annexation of the Property to the District.

4. This Petition asks that the territory to be included in the boundaries of the annexation to the District consisting of that shown on a map of the proposed boundaries for the annexation of the Property filed with the City Clerk of the City and which map is attached hereto as Exhibit “B” and hereby made a part of this Petition.

5. Landowner acknowledges receipt of the Rate and Method of Apportionment for the District entitled “RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAX” (“RMA”), attached as Exhibit “C” hereto and is hereby made a part of this Petition, and that it has reviewed and preliminarily approves the RMA. Landowner further acknowledges that, upon

annexation, the Property will be subject to an annual special tax to fund the following services, as well as the incidental expenses of administration of the District as follows:

Public Safety Services: Police protection services and fire protection and suppression services, including but not limited to (i) the costs of contracting services, (ii) equipment, vehicles, ambulances and paramedics, fire apparatus, supplies, (iii) the salaries and benefits of City staff that directly provide police protection services and fire protection and suppression services and other services as defined herein, respectively, and (iv) City overhead costs associated with providing such services within the District.

6. Landowner asks that the special election to be held under the Act to authorize the special taxes and to establish any appropriations limits for the annexation of the Property be conducted by the City and its officials, using a mailed or hand-delivered ballot and that such ballot be canvassed and the results certified at the same meeting of the City Council as the public hearing on annexation to the District under the Act or as soon thereafter as possible.

7. To expedite the completion of the proceedings for annexation of the Property, the Landowner waives all notices of hearing and all published notices regarding the establishment of the District, notices of election, applicable waiting periods under the Act for the holding of any public hearing and for election and all ballot arguments and analysis for the election, it being acknowledged by Landowner that all such notices are for the benefit of Landowner and may be waived. Landowner agrees to timely complete and return a consent and waiver to be provided to Landowner by the City in order to expedite such proceedings. Landowner further hereby consents to and expressly waives any and all claims based on any irregularity, error, mistake or departure from the provisions of the Act or other laws of the State and any and all laws and requirements incorporated therein, and not step or action in any proceeding relative to the CFD or the special election shall be invalidated or affected by any such irregularity, error, mistake or departure.

8. Landowner warrants to the City that the presentation of this Petition, any waivers contained herein, casting of ballots at the property owner election and other actions mandated by the City for the annexation into the District, shall not constitute or be construed as events of default or delinquencies under any existing or proposed financing documents entered into or to be entered into by Landowner for the Property, including any "due-on-encumbrance" clauses under any existing security instruments secured by the Property. If requested by the City, Landowner agrees, at its expense, to supply to the City current title evidence so that the City may supply any notice and ballot required under the Act for the annexation to the District.

9. Landowner agrees to cooperate with the City, its attorneys and consultants, and provide all information and disclosures required by the City about the Special Taxes to purchasers of the Property or any part of it.

10. Landowner further agrees to execute such additional or supplemental agreements as may be required by the City to provide for any of the actions and conditions of this Petition, including any amount of cash deposit required to pay for the City's costs in annexing the Property to the District.

Landowner Petition
CFD No. 2014-01

11. Landowner acknowledges that, pursuant to Section 53339.7(a) of the Mello-Roos Act, as a consequence of the consent and approval given by it in this Petition, the City Council of the City may annex the Property to the District without any further public hearings or elections. By executing this Petition, Landowner agrees to all of the above.

The full and complete legal name of the undersigned is as follows: _____.

The undersigned certifies under penalty of perjury under the laws of the State of California that it is authorized to execute this petition and that the foregoing is true and correct:

Owner Name: _____ [Printed]

By: _____ [Signature]

_____ [Printed Name of Signer]

Its: _____ [Title]

Date: _____ [Date]

EXHIBIT "A"
LEGAL DESCRIPTION

IN THE CITY OF PLACENTIA, COUNTY OF ORANGE, STATE OF CALIFORNIA, BEING ALL THOSE CERTAIN PARCELS OF LAND DESCRIBED IN GRANT DEEDS RECORDED MARCH 13, 2019 AS INSTRUMENT NOS. 2019000078419, 2019000078422, 2019000078421, 2019000078420, AND 2019000078415, ALL OF OFFICIAL RECORDS OF SAID COUNTY, ALL LYING WITHIN THAT PORTION OF LOT SEVEN IN BLOCK C OF THE KRAEMER TRACT, AS SHOWN ON A MAP OF SURVEY MADE BY GEORGE C. KNOX IN AUGUST, 1882, AS PER MAP RECORDED IN BOOK 12, PAGES 87 AND 88 OF MISCELLANEOUS RECORDS OF LOS ANGELES COUNTY, CALIFORNIA, TOGETHER WITH ALL OF LOT 10 AND THAT PORTION OF LOT 11 OF TRACT NO. 35, AS SHOWN ON A MAP RECORDED IN BOOK 9, PAGE 32, MISCELLANEOUS MAPS, RECORDS OF ORANGE COUNTY, SAID PARCELS AS A WHOLE MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID INSTRUMENT NO. 2019000078419, SAID CORNER ALSO BEING ON THE SOUTHERLY LINE OF SAID LOT SEVEN AND THE CENTERLINE OF CROWTHER AVENUE AS PER RECORD OF SURVEY FILED IN BOOK 25 PAGE 38, IN THE OFFICE OF SAID COUNTY RECORDER;

THENCE PARALLEL TO THE EAST LINE OF SAID LOT SEVEN AND ALONG THE WESTERLY LINE OF SAID INSTRUMENT, NORTH 14'42'10" EAST, 480.73 FEET TO THE SOUTH LINE OF A STRIP OF LAND 10.00 FEET IN WIDTH, CONVEYED TO THE CALIFORNIA, ARIZONA AND SANTA FE RAILWAY COMPANY BY A DEED FILED OCTOBER 3RD, 1951, AS DOCUMENT NO. 24150, IN THE OFFICE OF THE REGISTRAR OF TITLES OF SAID ORANGE COUNTY, ALSO SHOWN ON SAID RECORD OF SURVEY;

THENCE ALONG SAID SOUTH LINE AND RECORD OF SURVEY, NORTH 81'35'34" EAST, 372.13 FEET TO THE WESTERLY LINE OF PARCEL 1 OF SAID INSTRUMENT NO. 2019000078415;

THENCE ALONG SAID WESTERLY LINE, NORTH 14'42'10" EAST, 7.40 FEET TO THE NORTHWESTERLY CORNER OF SAID PARCEL 1;

THENCE ALONG THE NORTHERLY LINE OF SAID PARCEL 1, SOUTH 75'27'50" EAST, 109.00 FEET TO THE EASTERLY LINE OF SAID LOT SEVEN, ALSO BEING THE WESTERLY LINE OF SAID LOT 10;

THENCE ALONG THE WESTERLY, NORTHERLY, EASTERLY, AND SOUTHERLY LINES OF SAID LOT 10, THE FOLLOWING FOUR (4) COURSES:

1) NORTH 14'42'10" EAST, 22.48 FEET;

Landowner Petition
CFD No. 2014-01

- 2) NORTH 81 '35'34" EAST, 224.59 FEET;
- 3) SOUTH 08'24'26" EAST, 80.00 FEET;
- 4) SOUTH 81'35'34" WEST, 199.00 FEET TO THE NORTHEAST CORNER OF SAID LOT 11;

THENCE LEAVING SAID SOUTHERLY LINE ALONG THE EAST LINE OF SAID LOT 11 TO THE MOST SOUTHERLY LINE OF PARCEL 3 OF SAID INSTRUMENT NO. 2019000078415, SOUTH 08'24'26" EAST, 28.64 FEET;

THENCE ALONG SAID MOST SOUTHERLY LINE SOUTH 82'56'04" WEST, 71.26 FEET TO THE WESTERLY LINE OF SAID LOT 11, ALSO BEING THE EASTERLY LINE OF SAID LOT SEVEN;

THENCE ALONG SAID EASTERLY LINE OF LOT SEVEN, SOUTH 14'42'10" WEST, 273.55 FEET TO THE SOUTHEAST CORNER OF SAID LOT SEVEN;

THENCE ALONG THE SOUTHERLY LINE OF SAID LOT SEVEN AND CENTERLINE OF CROWTHER AVENUE, SOUTH 74'04'40" WEST, 524.41 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 5.04 ACRES, MORE OR LESS.

Assessor's Parcel Number: 339-431-02, 339-431-03, 339-431-04, 339-431-05, 339-431-06, 339-401-08, & 339-401-09

EXHIBIT “B”

**Property Annexation Map to
Community Facilities District No. 2014-01
(Public Safety Services)**

The following map shows the extent of the proposed annexation.

Exhibit "B"
Annexation Boundaries

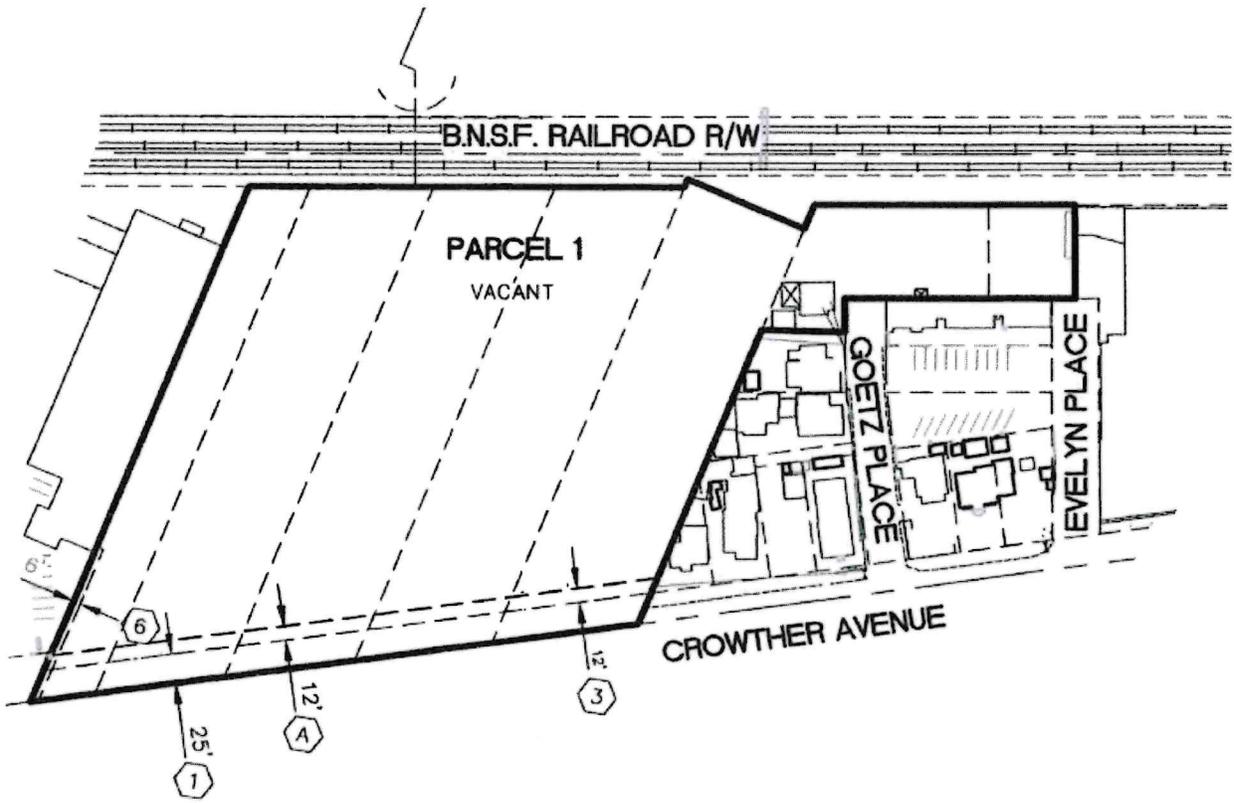


EXHIBIT "C"

Rate and Method of Apportionment

RESOLUTION NO. R-2023-47

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, MAKING CERTAIN FINDINGS, CERTIFYING THE RESULTS OF AN ELECTION AND ORDERING THE ANNEXATION OF TERRITORY (JPI ANNEXATION) TO COMMUNITY FACILITIES DISTRICT NO. 2014-01 (PUBLIC SERVICES) AND APPROVING THE AMENDED MAP FOR SAID DISTRICT

WHEREAS, by its Resolution No. 2014-10, the City Council established the City's Community Facilities District No. 2014-01 (Public Services) ("District") pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 *et seq.*) ("Act"); and

WHEREAS, by its Ordinance No. O-2014-03, the City Council levied an annual special tax against all non-exempt parcels of real property within the District ("Special Tax") to fund public safety services; and

WHEREAS, by its Resolution No. R-2014-04, the City Council designated all territory within the City of Placentia to be a Future Annexation Area for the District; and

WHEREAS, pursuant to Resolution No. R-2014-04 territory located within the Future Annexation Area may be annexed to the District upon the unanimous approval of the owner or owners of each parcel or parcels at the time that the parcel or parcels are annexed, without additional hearings; and

WHEREAS, the landowner of Assessor's Parcel Numbers 339-431-02, 339-431-03, 339-431-04, 339-431-05, 339-431-06, 339-401-08, & 339-401-09 has submitted to the City a petition requesting, approving, and unanimously consenting to the annexation of those parcels (collectively the "Annexed Area") to the District; and

WHEREAS, there has not been at least twelve (12) registered voters residing within the territory of the Annexed Area for each of the ninety days (90) preceding June 20, 2023, therefore, pursuant to the Act the qualified electors of the Annexed Area shall be the landowners of such area as such term is defined by Government Code Section 53317(f) and each such landowner who is the owner of record as of June 20, 2023, or the authorized representative thereof, shall have one vote for each acre or portion of an acre of land that he, she or it owns within such Annexed Area; and

WHEREAS, the time limit specified by the Act for conducting an election to submit the levy of special taxes on the property within the Annexed Area to the qualified electors of the Annexed Area and the requirements for impartial analysis and ballot arguments have been waived with the unanimous consent of the qualified electors of the Annexed Area in that the landowners have submitted to the City a petition requesting, approving and unanimously consenting to the annexation of the Annexed Area to the District; and

WHEREAS, the City Clerk of the City of Placentia has caused ballots to be distributed to the qualified electors of the Annexed Area, has received and canvassed such ballots and made a report to the City Council regarding the results of such canvas, a copy of which is attached as Exhibit "A" and incorporated herein by reference; and

WHEREAS, at this time the measure voted upon and such measures did receive favorable 2/3's vote of the qualified electors, and the City Council desires to declare the results of the election; and

WHEREAS, a boundary map entitled "Amended Map of Community Facilities District No. 2014-01, JPI Annexation, of the City of Placentia, County of Orange, State of California", showing the extent of the proposed annexation, is included as Exhibit "B" to this Resolution and incorporated herein by reference ("Boundary Map") and a list of Assessor Parcel Numbers and landowners, a copy of which is attached hereto as Exhibit "C" and incorporated herein by reference, has been submitted to the City Council; and

WHEREAS, the City Council desires to annex the Annexed Area to the District.

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

1. Recitals. The above recitals are all true and correct and are herein incorporated.

2. Findings. This City Council does hereby determine as follows:

A. The unanimous consent to the annexation of the Annexed Area to the District has been given by all of the landowners of the Annexed Area and such consent shall be kept on file in the Office of the City Clerk.

B. There has not been at least twelve (12) registered voters residing within the territory of the Annexed Area for each of the ninety (90) days preceding June 20, 2023, therefore, pursuant to the Act the qualified electors of the Annexed Area shall be the "landowners" of such Annexed Area as such term is defined in Government Code Section 53317(f).

C. The qualified electors of the Annexed Area have unanimously voted in favor of the levy of special taxes within the Annexed Area upon its annexation to the District.

3. Annexed Area. The boundaries and parcels of territory within the Annexed Area and on which special taxes will be levied in order to pay for the costs and expenses of authorized services are shown on the Boundary Map as submitted to and hereby approved by this City Council.

4. Annexation Ordered. The City Council does hereby determine and declare that the Annexed Area is hereby added to and part of the District with full legal effect. The City Council, acting as the City Council of the District, is empowered to levy the authorized special tax with the Annexed Area and as such the Annexed Area is hereby subject to the special tax levied in connection with the District.

5. Description of Services. The following is a general description of the services provided in the District:

Public Safety Services: Police protection services and fire protection and suppression services, including but not limited to (i) the costs of contracting services, (ii) equipment, vehicles, ambulances and paramedics, fire apparatus, supplies, (iii) the salaries and benefits of City staff that directly provide police protection services and fire protection and suppression services and other services as defined herein, respectively, and (iv) City overhead costs associated with providing such services within the District.

It is the intention of the City Council to finance all direct, administrative and incidental annual costs and expenses necessary to provide the authorized maintenance and services.

6. Amended Boundary Map. The Boundary Map attached hereto as Exhibit "A" is hereby approved. This map amends, and does not supersede, the existing maps of the District. The City Council directs that said map be filed with the Orange County Recorder pursuant to Section 3113 of the Streets and Highways Code.

7. Notice of Special Tax Lien. The City Council directs that a revised notice of special tax lien be recorded pursuant to Section 3117.5 of the Streets and Highways Code with respect to the Annexed Area associated with the Boundary Map.

8. Severability. That should any provision, section, paragraph, sentence or word of this Resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this resolution as hereby adopted shall remain in full force and effect.

9. This Resolution shall be effective immediately upon adoption.

10. The City Clerk shall certify to the adoption of this Resolution, and shall maintain on file as a public record this Resolution.

ADOPTED AND APPROVED this 11th day of July 2023.

Ward L. Smith, Mayor

ATTEST:

Robert S. McKinnell, City Clerk

I, Robert S. McKinnell, City Clerk of the City of Placentia do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council held on the 11th day of July 2023 by the following vote:

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

Robert S. McKinnell, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

EXHIBIT "A"
Ballot

EXHIBIT "B"
Amended Map of Community Facilities District No. 2014-01
JPI Annexation

EXHIBIT "C"

List of Assessor's Parcel Numbers

List of Properties to be Annexed

APN(s)	Landowner(s)
339-431-02	
339-431-03	
339-431-04	
339-431-05	
339-431-06	
339-401-08	
339-401-09	

CITY OF PLACENTIA
Community Facilities District No. 2014-01
(Public Services)
JPI Annexation

OFFICIAL BALLOT
SPECIAL TAX ELECTION

This ballot is for the special landowner election. You must return this ballot in the enclosed postage-paid envelope to the office of the City of Placentia City Clerk no later than 7:00 p.m. on June 20, 2023, either by mail or in person. The office of the City Clerk is located at 401 East Chapman Avenue, Placentia, CA 92870.

To Vote, mark a cross (X) in the voting square after the word "YES" or after the word "NO." All marks otherwise made are forbidden. All distinguishing marks are forbidden and make the ballot void. If you wrongly mark, tear, or deface this ballot, return it to the City Clerk for the City of Placentia and obtain another.

<p>BALLOT MEASURE: Shall special taxes be levied annually on taxable property within the City of Placentia ("City") Community Facilities District No. 2014-01 (Public Services), County of Orange, State of California, to pay for the cost of services described in Exhibit "A" to Resolution No. R-2014-04 adopted by the City Council on February 18, 2014, and to pay expenses incidental thereto and to levy the collection of the special taxes, at the special tax rates and pursuant to the method of apportioning the special taxes set forth in Exhibit "B" to Resolution No. R-2014-04.</p>	<p>YES: _____</p> <p>NO: _____</p>
---	------------------------------------

By execution in the space provided below, I hereby declare under penalty of perjury that the voter listed below is the owner of record or authorized representative of the landowner entitled to vote this ballot. I also confirm the waiver of the time limit pertaining to the conduct of the election and any requirement for notice of election and analysis and arguments with respect to the ballot measure, as such waivers are described and permitted by Section 53326(a) and 53327(b) of the California Government Code.

Number of Votes:

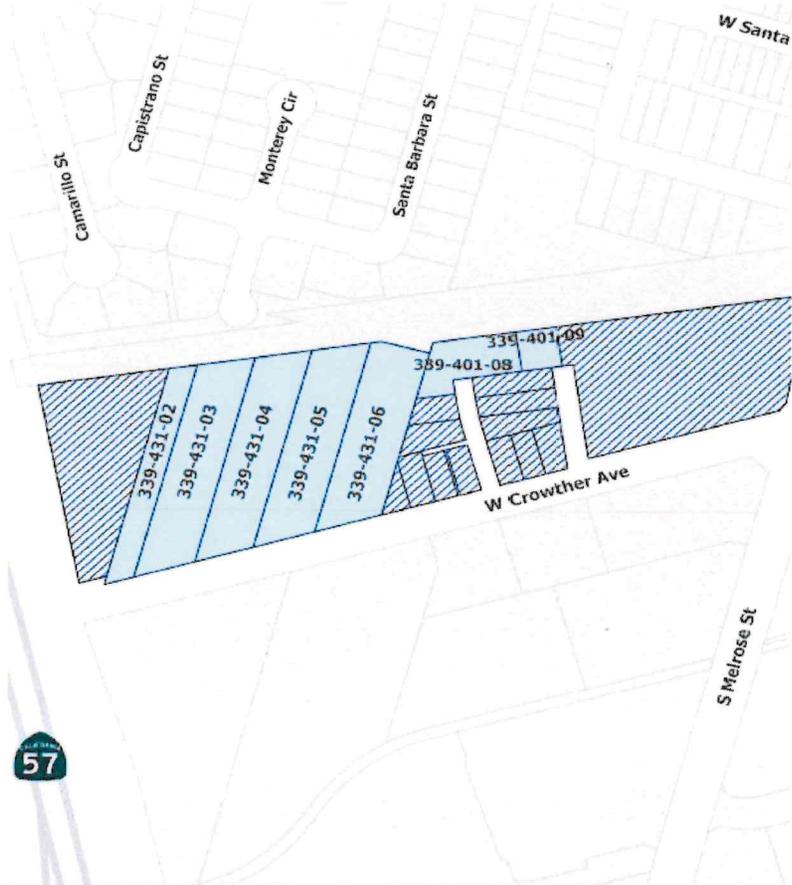
Property Owner:
c/o:
Attention:
Address:

By: _____
Signature: _____
Title: _____



**AMENDED MAP OF
COMMUNITY FACILITIES DISTRICT NO. 2014-01
(PUBLIC SERVICES)
JPI ANNEXATION**

CITY OF PLACENTIA
COUNTY OF ORANGE
STATE OF CALIFORNIA



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF PLACENTIA, THIS ____ DAY OF _____, 2023

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING THE PROPOSED BOUNDARIES OF THE JPI ANNEXATION OF COMMUNITY FACILITIES DISTRICT NO. 2014-01 (PUBLIC SERVICES), CITY OF PLACENTIA, COUNTY OF ORANGE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF PLACENTIA AT A REGULAR MEETING THEREOF, HELD ON THE ____ DAY OF _____, 2023, BY ITS RESOLUTION NO. _____.

CITY CLERK
CITY OF PLACENTIA

FILED THIS ____ DAY OF _____, 2023 AT THE HOUR OF ____ O'CLOCK ____ IN BOOK _____, PAGE ____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AND AS INSTRUMENT NO. _____, AT THE REQUEST OF THE CITY OF PLACENTIA IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF ORANGE, STATE OF CALIFORNIA.

BY DEPUTY
COUNTY RECORDER/CLERK COUNTY OF ORANGE

THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL SHOWN ON THIS MAP SHALL BE THOSE LINES AND DIMENSIONS AS SHOWN ON THE ORANGE COUNTY ASSESSOR'S MAPS FOR THOSE PARCELS SHOWN.

THE ORANGE COUNTY ASSESSOR'S MAP SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.

JPI Annexation

- | | |
|------------|------------|
| 339-431-02 | 339-431-06 |
| 339-431-03 | 339-401-08 |
| 339-431-04 | 339-401-09 |
| 339-431-05 | 339-091-29 |



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: DEPUTY CITY ADMINISTRATOR / PUBLIC SERVICES & INFRASTRUCTURE

DATE: JULY 11, 2023

SUBJECT: **STUDY SESSION: PLACENTIA PUBLIC SAFETY CENTER UPDATE AND FUNDING OPTIONS**

FISCAL

IMPACT: EXPENSE: \$9.7 to \$10.7 MILLION BOND DEPENDING ON SELECTED FINANCING STRUCTURE (\$20.6 Million Project Total)

REVENUE: LEASE REVENUE BOND, RESERVES, MOTOROLA FINANCING

SUMMARY:

On March 1, 2022, the City Council selected a preferred project alternative for the proposed Placentia Public Safety Center and directed Staff to complete the architectural and engineering design for the project. Staff returned to the City Council on September 6, 2022, with a proposed financing structure to pay for the project, estimated at the time to be \$11.4 million. The bids received for all project phases and expenses exceeded the initial cost estimate and as a result Staff has identified two (2) new potential financing structures for the City Council's consideration. Both options involve bond financing for a portion of the project cost as well as Motorola financing, which the City already pays for. Staff recommends the City Council select Option 1 as it provides for the largest long-term General Fund cost savings to the City. Should the City Council approve this option, Staff will return to the City Council on July 25, 2023, with the construction contract for Phase 2 of the project which entails construction of the main building and a lease revenue bond financing package for the Council's consideration and approval to authorize a bond sale.

RECOMMENDATION:

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

1. Receive and file the presentation; and
2. Select Option 1 as the preferred financing structure option for a not-to-exceed total bond issue proceed of \$10 million and a maximum interest rate of 5.5%; and
3. Should the City Council elect to construct the balance of the facility, direct Staff and the Bond Financing Team to structure Lease Revenue Bonds to finance a portion of the project cost; and

3.a.
July 11, 2023

4. Direct Staff to return to the City Council with the Phase 2 construction contract for its consideration and approval and bond documents to authorize the bond sale.

STRATEGIC PLANNING STATEMENT

This agenda item conforms to Strategic Planning Goal and Objective 5.4, Construct the Placentia Public Safety Center.

DISCUSSION:

On March 1, 2022, the City Council selected a final preferred project that entails the construction of a two-story, 18,805 square foot building with a ground-level indoor shooting range and an engineered prefabricated Butler Building to house property and evidence collected by the Placentia Police Department. In addition, a new emergency communications center will be constructed on the second floor of the building. The building will also include a training/conference and emergency operations center, staff office space, and outdoor storage units for City departments. The original project cost was estimated to be \$11,417,165. The cost is now estimated at \$21,616,963 based upon bids received for construction, upfitting and IT equipment. This cost estimate includes a 15% contingency to cover any change order work for Phase II construction as well as the Butler Building and tenant improvements, IT equipment purchases and moving costs. On September 6, 2022, the City Council selected a preferred project financing package and directed Staff to complete the final architectural and engineering documents and proceed with the project. The project has been split into separate project phases to allow the construction of the property and evidence engineered Butler Building to proceed ahead of the main building as the City's lease for its current property and evidence storage facility expires on December 31, 2023. Since the bids received for both project phases along with other project related expenses exceeded initial cost estimates, Staff is presenting a new project financing package based upon all final bids/costs received.

Project Value Engineering, Cost Controls and Procurement Process

As part of the design process, the design team sought out options to reduce project costs without having to reduce the size of the building or eliminate amenities. The single largest cost savings achieved was using a steel engineered Butler Building for the evidence and property storage component of the facility. Using this type of prefabricated building saved approximately \$1.7 million dollars as opposed to constructing the building using traditional methods and materials. Additionally, the City opted to purchase the Butler Building and shooting range equipment direct from the manufacturers via Statewide leveraged procurement agreements which saved on contractor mark up costs and allowed these long lead items to be placed into production sooner.

The full cost for all the 911 communication radios, equipment and related information technology equipment was not fully available at the time the project financing package was first presented to the City Council. There were extensive delays in obtaining the necessary information from both Motorola and the California Office of Emergency Management (CalOES) and once received, the costs far exceeded initial estimates. Some of these costs would be incurred by the City regardless of whether it was going to build a new emergency communications center since the City's existing

system is overdue for the 911 Next Gen Upgrade. Increasing the number of dispatch consoles also increased the City's costs as the grant funding available from CalOES does not cover the extra equipment being utilized in the new build. Additionally, after consulting the City's auditors, Staff determined that funds generated by the sale of a residential property to the City's Affordable Housing Authority from the General Fund cannot be used at this time to help fund the cost of this project without going through a formal escrow process. Additional funds from the City's reserves will be needed to cover this amount until that formal process can be completed, and the reserve fund reimbursed.

The lease on the City's current property and evidence storage facility expires on December 31, 2023, and the City has negotiated a 3-month extension through March 31, 2024. Given this deadline to vacate the building and transition into a new facility, the project has been broken down into phases. In addition, contractors were prequalified prior to submitting bids to ensure that only qualified contractors experienced in building critical facilities submitted bids on this project. Each project phase was bid twice for various reasons but that also served to ensure that the City maximized value and to fully test the marketplace to the greatest extent possible. In all instances, the bid spreads across the various phases were tight, indicating that the contracting community generally viewed the cost of the work the same way. Some contractors lowered their bids on the second attempt while others raised their prices. In other instances, contractors opted not to participate in a second round of bidding. Through this analysis Staff has determined that the bid results are indicative of true market pricing in this current high inflationary environment.

Project Financing Elements

The financing package outlines various sources of funding which include delaying the construction the construction portion of the HVAC/solar retrofit and new roof project for City Hall and the Police Station and using those project funds instead towards the public safety building. This project would have been delayed regardless as the City is undertaking a separate but coordinated project to renovate areas of City Hall and the Police Station to create new offices, workspaces as well as construct new employee restrooms and amenities. Preliminary architectural and engineering design work for the City Hall/Police Station Modernization Project is set to begin soon and the construction drawings for the new and improved spaces will need to be closely coordinated with the HVAC design and construction documents.

The cost of the 911/dispatch, radios, and related IT equipment needed for the project has grown considerably since the start of project design process. Therefore, in an attempt to offset costs, the City submitted and tentatively secured a project funding earmark from Congresswoman Steele's Office in the amount of \$2.6 million to cover the cost of this much needed equipment. While Congresswoman Steele has submitted and sponsored the City's project for funding, this earmark is still subject to final Congressional approval. It is important to note that while the City's earmark request has advanced to a stage wherein prior years funding requests were ultimately approved, there is still no guarantee that the Federal government will fund this request. Therefore, should the City not be successful in securing these funds, additional unrestricted fund balance reserves are anticipated to be allocated toward the project.

In addition, Asset Forfeiture funds are proposed to be allocated towards this project which is an allowable use for those funds. The City has been allocated a total of \$1,147,178 in Asset Forfeiture

Funds and Staff and the Police Chief propose to allocate a total of \$1 million towards this project. Lastly, the City has been allocated a total of \$250,000 from the California Office of Emergency Management Services to use towards the cost of the Next Gen 911 dispatch upgrade costs. This City will need to front-load these costs and obtain reimbursement from the State once the project is complete.

Public safety radios and dispatch communication equipment is considered critical infrastructure needed to provide essential services. The equipment typically has a 10-year lifespan as Motorola is continually upgrading and improving its technology and routinely stops supporting older technology. Given the large capital expense for this equipment, Motorola allows agencies to finance those purchases, typically over a 10-year span. The City is currently financing Motorola equipment at an annual cost of \$167,470. The proposed new 911 communications center will be utilizing Motorola equipment and the City is able to finance the purchase of this radio equipment as well for 10 years at an annual cost of \$151,622. This portion of the project-related technology costs would essentially be an extension of existing General Fund annual operating costs with a slight reduction in annual operating costs.

Staff has identified two (2) new potential financing structures for the City Council's consideration. Both options include a combination of reserve funds, capital project funds, asset forfeiture, and funds from a legal settlement to provide a down payment towards the cost of the project while issuing a lease revenue bond to cover the balance of the project cost. Staff's goal has been to utilize reserves or cash on hand to pay for as much of the project as possible while minimizing the amount of debt needed to complete the project.

Option 1

Source of Funds	Total
Unrestricted Fund Balance Reserves FY 2022-23 CIP Budget	\$3,000,000
Unrestricted Fund Balance Reserves FY 2023-24 CIP Budget	\$1,000,000
Federal Earmark OR Unrestricted Fund Balance Reserve	\$2,600,000
Delay City Hall/PD HVAC Project (CIP Fund)	\$2,650,000
Asset Forfeiture	\$1,000,000
Legal Settlement	\$630,000
CalOES Grant Next Gen 911 Upgrade	\$250,000
Total Down Payment (City Funds)	\$11,130,000
Motorola Financing (Dispatch radio equipment)	\$1,197,159
Total Construction Fund Bond Amount	\$9,289,804
Total Project Budget	\$21,616,963

Option 2

Source of Funds	Total
Unrestricted Fund Balance Reserves FY 2022-23 CIP Budget	\$3,000,000
Unrestricted Fund Balance Reserves FY 2023-24 CIP Budget	\$0
Federal Earmark OR Unrestricted Fund Balance Reserves	\$2,600,000
Delay City Hall/PD HVAC Project (CIP Fund)	\$2,650,000
Asset Forfeiture	\$1,000,000
Legal Settlement	\$630,000
CalOES Grant Next Gen 911 Upgrade	\$250,000
Total Down Payment (City Funds)	\$10,130,000
Motorola Financing (Dispatch radio equipment)	\$1,197,159
Grand Total Construction Fund Bond Amount	\$10,289,804
Grand Total Project Budget	\$21,616,963

ALTERNATIVE OPTIONS

Staff has identified two (2) alternative options the City Council could consider in lieu of Staff's recommendation. The two options along with pros and cons for each are noted below:

Alternative 1

The City Council can elect to not move forward with the construction of the main building and shooting range. The City has sufficient funding to complete the property and evidence storage facility along with the necessary interior tenant improvements without issuing bond debt. The pros to this alternative are that it saves the City a considerable amount of money both in terms of reducing the amount of cash funding needed from the City's reserves as well as eliminating bond and interest debt payments the City will incur over 30 years.

The cons to this alternative include the loss of a potential Federal earmark totaling \$2.6 million for the planned 911 Next Gen upgrade. The City still needs to upgrade its 911 system and costs will be incurred to do so regardless of if it builds a new center or keeps the existing one in service. Additionally, eliminating the shooting range will result in lost revenue from surrounding police agencies who are hoping to utilize Placentia's range for training purposes, as well as impact City law enforcement operations and overtime costs associated with sending police personnel offsite for routine range qualifications. Lastly, eliminating the main building from the project will result in the loss of much needed office space for expanded City operations and personnel.

Alternative 2

The City Council can elect to delay moving forward with construction of the main building and shooting range to next year or the year after in the hopes of rebidding the project under more favorable construction cost conditions. The pro to this approach is that the City could potentially secure bid pricing that yields a project cost savings. The con to this approach is that the City would lose a potential Federal earmark of \$2.6 million for the radio and IT costs associated with a new communications center as outlined above in Alternative 1. In addition, it is unknown where interest rates for the bond market may land 1-2 years from now and if they trend higher than current rates higher borrowing costs will offset any potential decrease in construction costs.

Additionally, it is unlikely that construction costs will decrease in a meaningful way over the next 1-2 years. In reviewing construction cost analyses and indices produced by Swinerton and Currie & Brown, experts are forecasting construction cost increases to slow or flatten in some areas and continue to increase albeit at a slower pace than the past two years in other areas. In their Q2 2023 report, Currie & Brown report that while steel costs appear to be normalizing, they remain 50% higher than pre-COVID costs, and continued shortages in skilled labor, particularly mechanical and electrical will continue to keep construction costs high. The U.S. construction market is still robust and supporting numerous mega projects such as airports, stadiums, manufacturing, and infrastructure projects. The Inflation Reduction Act and the Infrastructure Investment Act are both directing more than \$2 trillion dollars of new Federal spending on infrastructure projects which will help to keep construction costs elevated. Based upon this data, it is unlikely that short of a deep national recession, construction costs will come down to a meaningful level to offset any potential increases in borrowing costs and thereby not result in a significant overall project cost savings to the City.

FISCAL IMPACT:

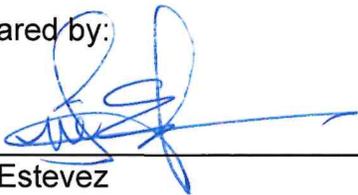
The total cost to finance a portion of the project amount depends on the financing structure selected which ranges from \$9.7 million to \$10.7 million as noted in the table below:

Option	Construction Fund Gap	Estimated Costs of Issuance*	Estimated Total Bond Issue Proceeds	Estimated Average Annual Debt Service	Total Principal and Interest (30 years)
1	\$9,289,804	\$447,848	\$9,737,652	\$581,342	\$17,690,872
2	\$10,289,804	\$467,873	\$10,757,677	\$641,221	\$19,546,647

*Includes underwriting, legal, consulting fees, and municipal bond insurance and reserve policy premiums.

Staff recommends Option 1 for a not-to-exceed total bond issue of \$10 million at a not-to-exceed interest rate of 5.5%.

Prepared by:



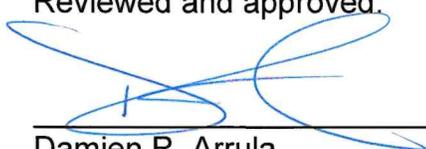
Luis Estevez
Deputy City Administrator

Reviewed and approved:



Jennifer Lampman
Director of Finance

Reviewed and approved:



Damien R. Arrula
City Administrator

Attachment:

Powerpoint Presentation



PLACENTIA
Rich Heritage, Bright Future

Study Session: Placentia Public Safety Center Update and Funding Options July 11, 2023



Project Timeline

- **March 1, 2022:** City Council reviews 35% engineering design, selects final project package, and directs staff to complete design of new facility
- **September 6, 2022:** City Council approves funding package and schedule
- **November 15, 2022:** Council approves contract for shooting range equipment
- **December 6, 2022:** City Council approves contract for steel Butler Building and rejects and authorizes new bids for Phase I construction
- **January 10, 2023:** City Council approves construction contract for Phase I
- **March 7, 2023:** Council rejects & authorizes new bids for Phase II construction
- **June 23, 2023:** Phase I construction substantially complete
- **July 11, 2023:** City Council presented with updated project financing package and construction contract for Butler Building TI
- **July 25, 2023:** Phase 2 construction contract and bond sale presented to Council
- **March 2024:** Complete Butler Building
- **July 2024:** Complete Phase 2 Main Building Construction



City Council Approved Project



Project Cost Increase Matrix

Item	Original Project Cost Estimate Submitted to Council 9/6/22	Known Costs June 2023	Narrative
CM/Inspection	\$ 185,000	\$ 448,000	\$185k originally based on Butler Building Project only, weather delays and change order work on Phase I required extended working days.
Geotech	\$ 54,000	\$ 100,000	Weather impacts to project site during Phase I construction resulted in added grading work, soil and compaction analysis.
Phase 1 Construction Contract	\$ 800,000	\$ 1,769,921	Market conditions. Phase I was bid and re-bid a second time using prequalified bidders. Retaining wall required for project. Phase I work complete and cost reflects final change order amount.
Phase 2 Construction Contract (Butler Interior TI and Main Building)	\$ 7,960,121	\$ 11,534,000	Market conditions. Butler TI improvements separated and bid twice, Main Building was bid twice, with two separate pre-qualification rounds. Final building size grew by 70 SF.
Butler Building Cost	\$ 888,317	\$ 973,619	Final cost for building increased slightly after work scope finalized with manufacturer. Cost includes change order for steel staircase to mezzanine as required by Building Official.
Gun Range Equipment	\$ 270,000	\$ 709,350	HVAC costs for range included in main building budget and final cost for equipment increased after work scope finalized with manufacturer.
IT & Comm Center	\$ 324,779	\$ 2,659,036	Completion of full scope of work for IT and 911 center delayed by Motorola and CalOES. New 911 center utilizes more consoles which required expanded server and switch capacity and is not fully covered by CalOES as part of Next 911 upgrade. Upgrade to new system is required regardless if new communications center is built.
Furniture	\$ 100,498	\$ 76,018	Final furniture cost reduced
Evidence Storage Units	\$ 40,000	\$ 360,325	City's matching grant cost share for units double than originally anticipated and additional shelving/storage units not included in original project budget.
Utilities		\$ 225,000	SCE, GSWC, Spectrum, Charter costs not included in original estimate due to delays in obtaining final design.
Temp Generator Fuel		\$ 50,000	Power to City Yard and CNG station taken offline during Phase I construction requiring temporary generators.
Architect		\$ 550,515	Architect/engineering costs paid for separately, not included in project bond.
Misc. Expenses		\$ 37,869	
Sub-total	\$ 10,622,715	\$ 19,493,653	
Construction Contingency	\$ 794,450	\$ 2,123,310	Project contingency cost increased to 15% to cover design or field adjustments during construction, unknown conditions, City-directed extra work, unanticipated increases to IT or radio equipment costs.
Totals	\$ 11,417,165	\$ 21,616,963	Overall Project Cost Increase: \$10,199,798

Construction Cost Forecasts

Swinerton Q1 2023 Market Analysis

- Building Cost Index: 7.1% annual inflation rate
- Construction Cost Index: 3.9% annual inflation rate

“Despite high inflation U.S. economy remains strong and \$2 trillion in new Federal spending on infrastructure will keep demand strong for construction services.”

Currie & Brown Q2 2023 Market Analysis

- Construction Cost Index (San Francisco Region): 5% annual inflation

“Steel costs normalizing but still 50% higher than pre-pandemic. U.S. construction market supporting numerous mega projects, mechanical and electrical labor still in short supply.”



Project Phasing and Bid/Procurement Process

- Project phased due to time constraints on lease expiration on current facility
- Value-engineered prefabricated steel evidence storage building delivered as stand-alone project - \$1.7 million project savings
- Contractor prequalification process utilized
- Butler Building and shooting range equipment purchased direct by City
- Project Procurement:
 - **Construction Contract #1** - Phase I Construction: Site demolition and grading, Butler Building foundation, retaining wall, storm drain and infiltration system, utilities.
 - **Construction Contract #2** – Butler Tenant Improvements: All interior building improvements, finishes, concrete and masonry vaults, lighting, HVAC, plumbing, electrical system and main facility electrical service, fire suppression system, building access controls, security cameras.
 - **Construction Contract #3** – Phase II Construction: Main building, shooting range, final site improvements.
 - **IT/Comm. Equipment Contract #1** – Master purchase agreement and loan with Motorola for radio communications.
 - **IT/Comm. Equipment Contract #2** – Master purchase agreement for servers, switches, computers, monitors and related IT equipment.



Bid Results

Phase I Bid Results – First solicitation from eight (8) prequalified contractors

Contractor	Bid Amount
TTS Engineering, Inc.	\$580,000
Facility Builders & Erectors	\$1,513,748
Caliagua, Inc.	\$1,574,823
Legion Contractors, Inc.	\$1,686,000
Sully-Miller Contracting Company	\$2,061,000

Phase I Bid Results – Second solicitation from five (5) prequalified contractors

Contractor	Bid Amount	% Change from First Bid
TTS Engineering, Inc.	\$1,324,000	+43%
Legion Contractors, Inc.,	\$1,467,000	-3%
Caliagua, Inc.	\$1,630,760	+3.5%
Facility Builder and Erectors	\$1,647,292	+8.8%
Sully-Miller Contracting Company	\$2,385,000	+15%



Bid Results, cont.

Phase II Bid Results – First solicitation from three (3) prequalified contractors:

Contractor	Bid Amount
P.H. Hagopian Contractor, Inc.	\$11,653,000
Bernards Bros., Inc.	\$11,693,000
Swinerton	\$13,172,033

Phase II Bid Results – Second solicitation from seven (7) prequalified contractors (Butler Building tenant improvements removed from scope):

Contractor	Proposal Amount
PCN3, Inc.	\$9,888,000
Woodcliff Corporation	\$10,133,000
Macro-Z Technology Company	\$10,778,000
AMG & Associates, Inc.	\$10,788,000



Bid Results, cont.

Butler Building tenant improvement bid results – First Solicitation

Contractor	Bid Amount
SPAREA	\$1,452,000
E. Avico, Inc.	\$1,680,880
Y4M Developing Inc dba Construction Masters	\$1,896,039
M.S. Construction Management Group	\$2,154,818
Harry H Joh Construction, Inc.	\$2,462,000
G2K Construction, Inc.	\$2,688,000

Butler Building tenant improvement bid results – Second Solicitation

Contractor	Bid Amount
Loengreen, Inc.	\$1,646,000
MBC Enterprises, Inc.	\$1,841,888
Tovey/Shultz Construction, Inc.	\$1,865,052
G2K Construction, Inc.	\$1,980,000
PCN3, Inc.	\$2,080,000
PUB Construction, Inc.	\$2,392,830
RT Contractor Corp.	\$2,530,000



Previously Approved Project Financing Structure September 6, 2022

Source of Funds	Total
Unrestricted Fund Balance Reserves	\$3,000,000
Delay City Hall/PD HVAC Project (CIP Fund)	\$2,000,000
Property Sales	\$550,000
Total Down Payment	\$5,550,000
Total Construction Fund Bond Deposit Amount	\$5,900,000
Total Project Budget	\$11,450,000



Proposed Updated Project Financing Structure- Option 1

Source of Funds	Total
Unrestricted Fund Balance Reserves – <i>Approved in FY22/23 & FY23/24 budgets</i>	\$4,000,000
Federal Earmark OR Unrestricted Fund Balance Reserves	\$2,600,000
Delay City Hall/PD HVAC/Roof Project (CIP ARPA Funds) to FY 24-25	\$2,650,000
Asset Forfeiture	\$1,000,000
Legal Settlement	\$630,000
CalOES Grant Next Gen 911 Upgrade	\$250,000
<i>Total Down Payment (City Funds)</i>	<i>\$11,130,000</i>
Motorola Financing (<i>Dispatch radio equipment</i>)*	1,197,159
<i>Total Bond Amount</i>	<i>\$9,289,804</i>
Total Project Budget	\$21,616,963

Proposed Updated Project Financing Structure- Option 2

Source of Funds	Total
Unrestricted Fund Balance Reserves– <i>Approved in FY22/23 & FY23/24 budgets</i>	\$3,000,000
Federal Earmark OR Unrestricted Fund Balance Reserves	\$2,600,000
Delay City Hall/PD HVAC/Roof Project (CIP ARPA Funds) to FY 24-25	\$2,650,000
Asset Forfeiture	\$1,000,000
Legal Settlement	\$630,000
CalOES Grant Next Gen 911 Upgrade	\$250,000
<i>Total Down Payment (City Funds)</i>	<i>\$10,130,000</i>
Motorola Financing (<i>Dispatch radio equipment</i>)*	1,197,159
<i>Total Bond Amount</i>	<i>\$10,289,804</i>
Total Project Budget	\$21,616,963

Financing Assumptions

- Tax exempt Lease Revenue Bonds (public use facility)
- LRB tax exempt rates est. ~4.5%* for a projected 30-year amortization – not to exceed 5.5% and \$10 million
- City assets leased to Placentia Public Financing Authority; PFA leases assets to City
- PFA issues bonds backed by City lease payments
- Upon completion of construction and occupancy, City assets released and replaced by the new Public Safety Facility.

**Estimates only; subject to final bond structure and market rates at time of bond sale, returning July 25, 2023, with bond package approval.*



Future Market Rate Lease Cost for Current Building

Fiscal Year	Annual Lease Payments
2023	\$156,512
2024	\$473,748
2025	\$492,698
2026	\$512,406
2027	\$532,902
2028	\$554,218
2029	\$576,387
2030	\$599,442
2031-2073	\$68,427,412
Total	\$72,325,725
Average Annual Lease Payment over 50 years	\$1,446,514

Per current property owner, lease costs based on current market rate value of \$1.85/SF for the City's current leased facility and 4% annual escalator.



Financing Cost Summary & Comparison

Option	Construction Fund Gap	Estimated Costs of Issuance*	Estimated Total Bond Issue Proceeds	Estimated Average Annual Debt Service	Total Principal and Interest (30 years)
1	\$9,289,804	\$447,848	\$9,737,652	\$581,342	\$17,690,872
2	\$10,289,804	\$467,873	\$10,757,677	\$641,221	\$19,546,647

Total amount spent on lease payments on existing facility over 50 years: **\$72,325,725**

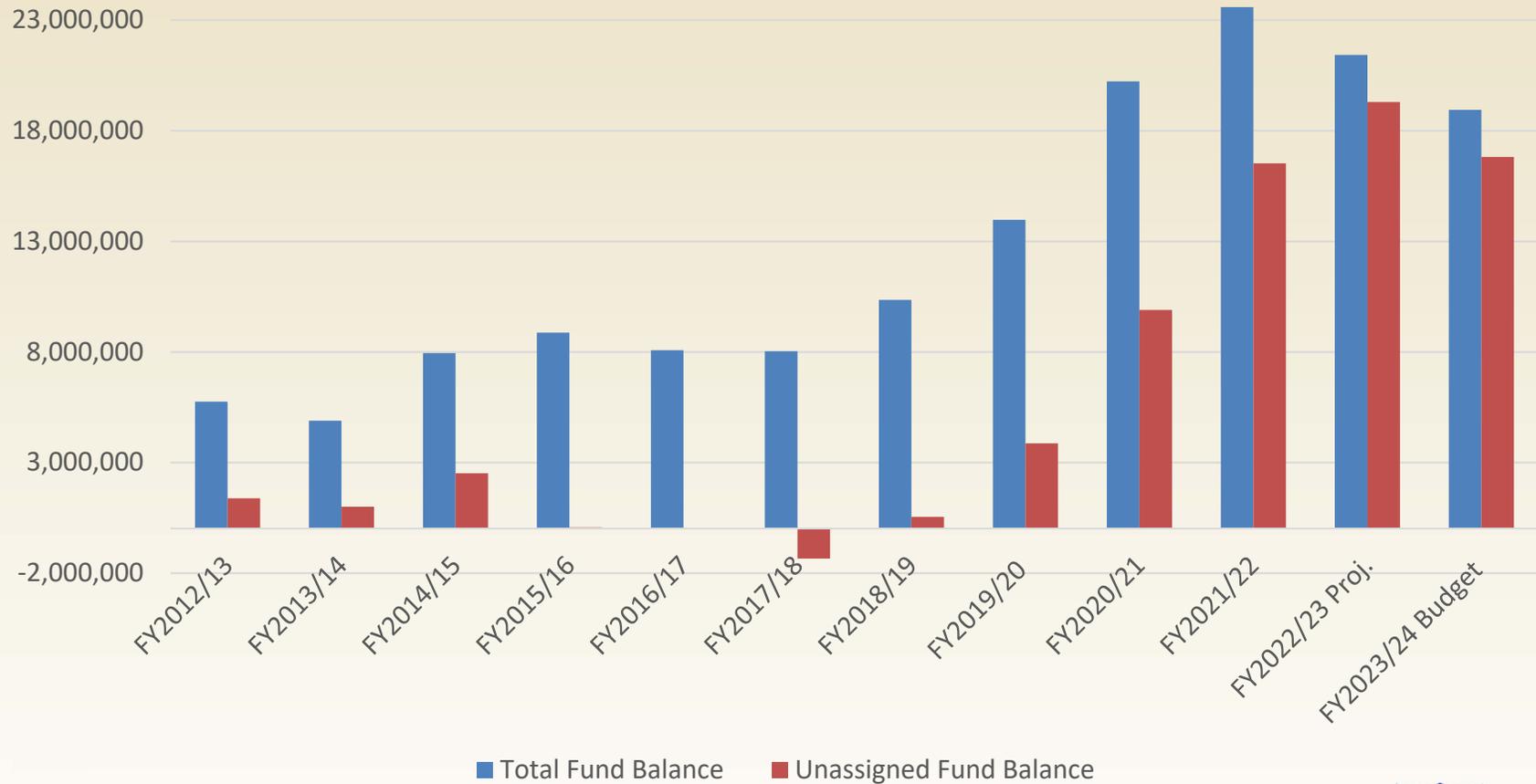
Total project cost plus bond interest over 30 years (Option1): **\$29,570,183**

Anticipated savings over 50 years: **\$42,755,542**

It is important to note that the useful service life of the new facility is 80 years. The financing cost summary noted in the table above reflects the first 30 years of service which coincides with the bond repayment term.



Reserve Fund Balance History

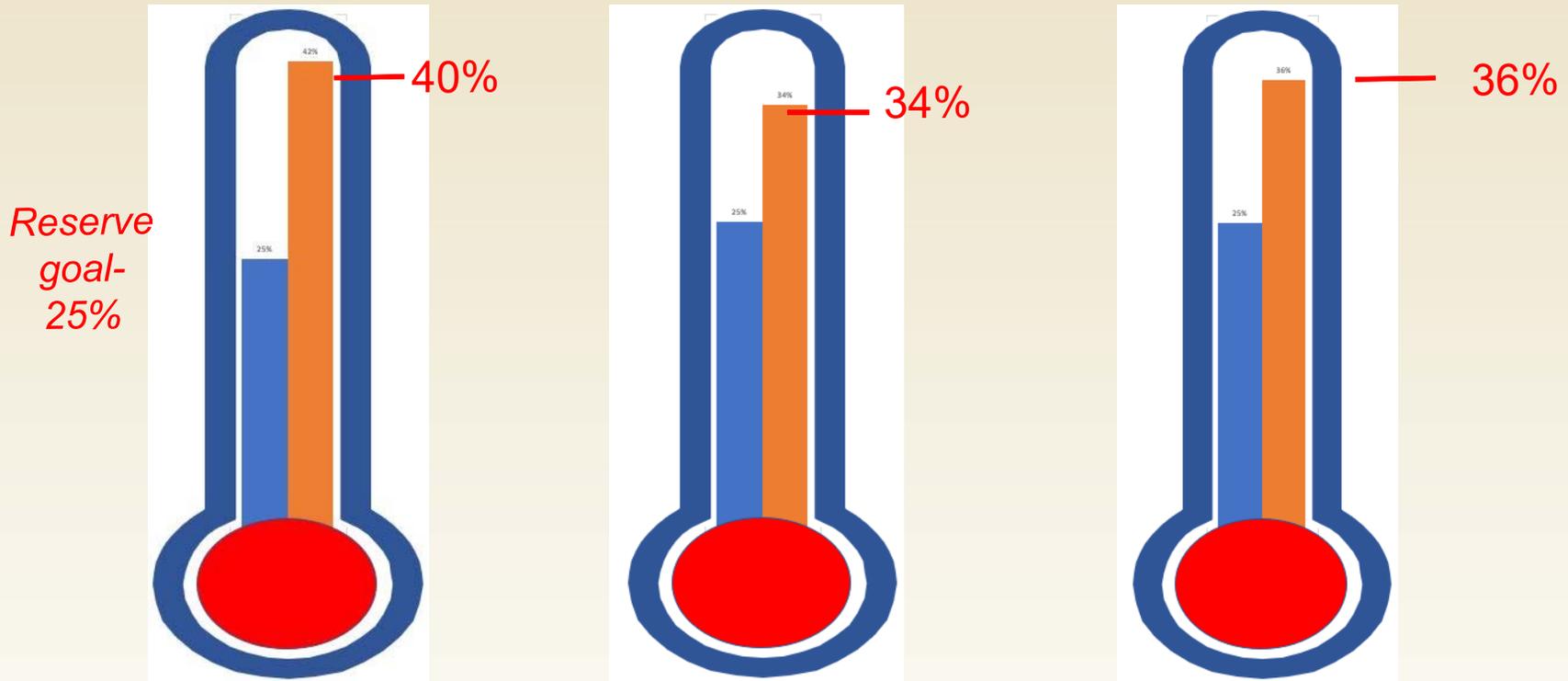


Impacts to Reserve Levels

FY23/24 Adopted Budget-\$4M Reserves*

Option 1- \$4M Reserves plus up to \$2.6M additional contribution

Option 2- \$3M Reserves plus up to \$2.6M additional contribution



**The FY23/24 Adopted Budget includes \$1 Million reserve contribution in addition to a \$3 Million reserve contribution approved in FY22/23 that will be carried over. Total of \$4 Million included in 40% reserve calculation.*



Project Benefits

Next Gen 911 Communications Center	EOC/Training Room/Office Spaces	Shooting Range
New center provides expanded space for increasing call volume due to population and housing increases.	Provides sufficient space to host large regional meetings (POST).	24/7 access for mandated practice and proficiency (Reduces OT).
Built to Essential Facility Standard – only City essential facility rated for disasters.	Provides space for arrest and control techniques training. (Reduces OT)	Ability to combine classroom training with range applications in same facility.
Provides extra space for supervisors, training and group meetings.	Provides new workspace that relieves overcrowding in Police Station and City Hall.	Will generate rental fees .
Ensures stand-alone capabilities in the event of citywide system outage.	EOC can be utilized as command post for major incidents/disasters (Only City essential facility).	Designed to allow the use of training props and scenarios and non-lethal application training.
Aids with recruitment and retention.	Provides added workspace for special units in partnership with other agencies.	Aids with recruitment and retention.

Additional Project Benefits

- Extends useful service life of city hall and police station by several years (currently over capacity).
- Allows expansion of women's locker room in police station to meet personnel needs and legal requirements.
- Allows for expansion of police records and watch commander's office space.
- Provides expanded office spaces, conference rooms in City Hall and ADA compliant employee restrooms.



Summary of Options

Option 1: Increase Reserve Fund contributions and bond financing debt to cover the project cost.

Option 2: Increase Reserve Fund contributions by a lesser amount (\$1 million) and increase bond financing debt by \$1 million.



Alternative Options

Alternative 1: Cancel Phase II Main Building and Shooting Range

Pros	Cons
<ol style="list-style-type: none">1. Reduced General Fund Reserve contribution to project.2. Eliminates annual bond debt service.	<ol style="list-style-type: none">1. Guaranteed loss of Federal Earmark.2. Loss of shooting range revenue from outside agencies.3. Loss of reduction in overtime costs for range qualifications.4. Loss of expanded office space needed for PD/City operations.5. Emergency Communications continues to operate in cramped conditions.



Alternative Options, cont.

Alternative 2: Delay construction of Phase II Main Building and Shooting Range

Pros	Cons
<ol style="list-style-type: none">1. Potential for reduced project cost if deep National recession impacts local economy.	<ol style="list-style-type: none">1. Guaranteed loss of Federal Earmark.2. Unknown interest rate environment.3. Construction costs will likely be higher in 1-2 years.



Recommended Actions

1. Receive and file the presentation.
2. Select a preferred Financing Structure or consider both alternatives.
 - Staff recommends completing Phase II construction under financing Option 1 (Larger reserve contribution)
3. Should the City Council elect to construct the balance of the facility, direct Staff to return to the City Council with the construction contract for Phase II construction as well as the lease revenue bond package to fund the balance of the project budget.



Next Steps & Timeline

July 11, 2023: City Council review and consideration of revised financing package and provide policy direction to staff

July 25, 2023: If revised financing package is approved, City Council considers approval of construction contract for Phase II, bond documents and resolutions and directs staff to proceed with bond sale

August 2023: Bonds are sold

July 2023 – July 2024: Phase II main building construction period

February- March 2024: Move property and evidence operations into Butler Building

July 2024 – September 2024: Move-in/occupy main building



Questions?



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