



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

CHAD P. WANKE  
Mayor  
District 4

JEREMY B. YAMAGUCHI  
Mayor Pro Tem  
District 3

THOMAS HUMMER  
Councilmember  
District 1

KEVIN KIRWIN  
Councilmember  
District 2

WARD L. SMITH  
Councilmember  
District 5

Robert S. McKinnell  
City Clerk

Kevin A. Larson  
City Treasurer

Jennifer Lampman  
City Administrator

Christian L. Bettenhausen  
City Attorney

**AGENDA  
February 3, 2026**

**Council Chambers  
401 E Chapman Ave.  
Placentia, CA 92870**

**Phone: (714) 993-8117**

**Email: [administration@placentia.org](mailto:administration@placentia.org)  
[www.placentia.org](http://www.placentia.org)**

**Mission Statement**

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

**Vision Statement**

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

Copies of all agenda materials are available for public review in the Office of the City Clerk, online at [www.placentia.org](http://www.placentia.org), and at 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. Closed Sessions are held in the Council Caucus Room. While the public may be in attendance during oral announcements preceding Closed Sessions, Closed Sessions are not open to the public.

**PLACENTIA CITY COUNCIL REGULAR  
MEETING AGENDA - CLOSED SESSION  
February 3, 2026  
6:00 p.m. - City Council Chambers  
401 E. Chapman Avenue, Placentia, CA**

**CALL TO ORDER:**

**ROLL CALL:**

*Council Member/ Board Member Hummer  
Council Member/ Board Member Kirwin  
Council Member/ Board Member Smith  
Mayor Pro Tem/ Board Vice Chair Yamaguchi  
Mayor/ Board Chair Wanke*

**ORAL COMMUNICATIONS:**

*At this time the public may address the City Council and Boards of Directors concerning any items on the Closed Session Agenda only. There is a five (5) minute time limit for each individual addressing the City Council and Boards of Directors. The City Council and Boards of Directors will recess to the City Council Caucus Room for the purpose of conducting their Closed Session proceedings.*

**CLOSED SESSION PROCEEDINGS:**

*The City Council and Boards of Directors will recess to the City Council Caucus Room for the purpose of conducting their Closed Session proceedings.*

**1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

Pursuant to Government Code § 54956.9(d)(2): (3 cases)

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

**PLACENTIA CITY COUNCIL REGULAR MEETING AGENDA**

**February 3, 2026**

**7:00 p.m. - City Council Chambers  
401 E. Chapman Avenue, Placentia, CA**

**CALL TO ORDER:**

**ROLL CALL:**

*Council Member/ Board Member Hummer  
Council Member/ Board Member Kirwin  
Council Member/ Board Member Smith  
Mayor Pro Tem/ Board Vice Chair Yamaguchi  
Mayor/ Board Chair Wanke*

**INVOCATION: Chaplain Tony Mercado**

**PLEDGE OF ALLEGIANCE: Police Chief Brad Butts**

**PRESENTATIONS: None**

**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 MEMBER COMMENTS:**

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

*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**

Recommended Action: It is recommended that the City Council:  
Approve.

**1.b APPROVAL OF MINUTES**

Recommended Action: It is recommended that the City Council:  
Approve minutes of the City Council/Successor Agency/ICDA/PPFA Regular Meetings held on April 1, 2025; April 15, 2025; and January 13, 2026.

**1.c REGISTERS FOR FEBRUARY 3, 2026**

Fiscal Impact:

Check Register: \$ 402,465.88

Electronic Disbursement Register: \$1,640,335.16

Recommended Action: It is recommended that the City Council:

Receive and File.

1.d **RESOLUTION TO ADOPT AN AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PLACENTIA AND THE PLACENTIA POLICE MANAGEMENT ASSOCIATION**

Fiscal Impact:

Placentia Police Management Association

Year 1: Estimated \$ 30,000 increase to FY25-26 total compensation

Year 2: Estimated \$ 32,500 increase to FY26-27 total compensation

Total: Estimated \$ 62,500 increase.

Recommended Action: It is recommended that the City Council:

1. Adopt Resolution No. R-2026-04, A Resolution of the City Council of the City of Placentia, California, approving an amended Memorandum of Understanding for the Placentia Police Management Association (PPMA) effective January 1, 2026, and superseding Resolution No. R-2025-56; and
2. Authorize the City Administrator to execute a Memorandum of Understanding (MOU) based upon the terms for PPMA on behalf of the City, in a form approved by the City's Labor Counsel.

1.e **RESOLUTION TO ADOPT A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PLACENTIA AND THE PLACENTIA CITY EMPLOYEES' ASSOCIATION**

Fiscal Impact:

Placentia City Employees' Association

Total: Estimated \$134,500 increase of FY25-26 for term of agreement

Recommended Action: It is recommended that the City Council:

1. Adopt Resolution No. R-2026-05, A Resolution of the City Council of the City of Placentia, California, approving a Memorandum of Understanding for the Placentia City Employees' Association (PCEA) for the period July 1, 2025, through June 30, 2026; and
2. 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.f **AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT WITH AGA ENGINEERS, INC. FOR ON-CALL TRAFFIC ENGINEERING SERVICES**

Fiscal Impact:

Expense: \$175,000 Amendment No. 1 Contract Not-to-Exceed Amount over 3-Years

Budget: \$150,000 FY 2025-26 Operating Budget (101-80200-6400)

Recommended Action: It is recommended that the City Council:

1. Approve Amendment No. 1 to a Professional Services Agreement with AGA Engineers, Inc. to provide additional on-call traffic engineering services in a new not-to-exceed amount of \$175,000; and
2. Authorize the City Administrator, and/or her designee, to execute the necessary documents in a form approved by the City Attorney.

1.g **PROFESSIONAL SERVICES AGREEMENT FOR INDEPENDENT REGISTERED MUNICIPAL ADVISOR FOR THE INFRASTRUCTURE FINANCING PLAN (“IFP”) FOR THE PLACENTIA ENHANCED INFRASTRUCTURE FINANCING DISTRICT (“PLACENTIA EIFD”)**

Fiscal Impact:

EXPENSE: \$50,000

BUDGETED: \$50,000 EIFD ACCOUNT (206-90300-9600)

Recommended Action: It is recommended that the City Council:

1. Award a Professional Services Agreement with Kosmont Transactions Services, Inc.; and
2. Authorize the City Administrator, and/or her designee, to execute all documents necessary, substantially in a form approved by the City Attorney.

1.h **APPROVAL OF FINAL PARCEL MAP NO. 2024-143 PERTAINING TO THE SUBDIVISION OF A 2.66 ACRE LOT INTO TWO PARCELS LOCATED AT 975 S. LAKEVIEW AVENUE WITHIN THE C-M (COMMERCIAL MANUFACTURING) ZONING DISTRICT**

Fiscal Impact:

None.

Recommended Action: It is recommended that the City Council:

1. Approve Final Parcel Map No. 2024-143, subject to final review and approval by the County Surveyor; and
2. Authorize the City Clerk to sign Final Parcel Map No. 2024-143.

**2. PUBLIC HEARING:**

2.a **CONSIDERATION OF THE ADOPTION OF A DEVELOPMENT IMPACT FEE NEXUS STUDY AND ADOPTION OF APPLICABLE RESOLUTION(S) AND/OR APPLICABLE ORDINANCE(S) AMENDING VARIOUS CITY DEVELOPMENT IMPACT FEES. THE PROPOSED ACTION INCLUDES ADOPTION OF NEW CITY FACILITIES FEES, AND AMENDED FEES FOR OTHER CITYWIDE DEVELOPMENT IMPACT FEES, TRANSIT ORIENTED DEVELOPMENT AREA (TOD) DEVELOPMENT IMPACT FEES, AND AFFORDABLE HOUSING FEES**

Fiscal Impact:

Development Impact Fees are established for cost recovery or statutory purposes only. There is no immediate fiscal impact associated with the recommended actions. The adoption of revised development impact fees, new City Facilities Fees and residential affordable housing impact fees will not have an immediate impact on revenues to the City until effective 60 days subsequent to adoption. This agenda item

adjusts or establishes impact fees commensurate with a Development Impact Fee Nexus Study prepared for City Council consideration.

Recommended Action: It is recommended that the City Council:

1. Open the Public Hearing regarding consideration of the adoption of a Development Impact Fee Nexus Study and adoption of applicable Resolution(s) and/or applicable Ordinance(s) amending various City Development Impact Fees, including adoption of new City Facilities Fees, and amended fees for other Citywide Development Impact Fees, Transit Oriented Development Area (TOD) Development Impact Fees, and Affordable Housing Fees; and
2. Receive the Staff report, consider all public testimony, ask questions of Staff; and
3. Continue the public hearing to the regular City Council meeting of March 3, 2026.

### **3. REGULAR AGENDA:**

#### **3.a VISION STATEMENT AND STRATEGIC GOALS**

Fiscal Impact:

None.

Recommended Action: It is recommended that the City Council:

1. Review and provide direction on the Vision Statement and Strategic Goals; and
2. Adopt the Vision Statement and Strategic Goals as amended.

#### **CITY COUNCIL MEMBERS REQUESTS:**

*Council Members may make requests or ask questions of Staff. If a Council 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 the next regular City Council meeting on Tuesday, February 17, 2026, at 7:00 p.m.*

#### **CERTIFICATION OF POSTING**

*I, Brooke Lovell, Deputy City Clerk for the City of Placentia and Assistant Secretary of the Industrial Commercial Development Authority, the Successor Agency, and the Placentia Financing Authority hereby certify that the Agenda for the February 3, 2026, meetings of the City Council, Successor Agency, and Industrial Commercial Development Authority, and the Placentia Public Financing Authority was posted on January 29, 2026.*

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Brooke Lovell  
Deputy City Clerk



Agenda Item No: 1.b

## **PLACENTIA CITY COUNCIL AGENDA REPORT**

Meeting Date: February 3, 2026

Submitted by: Brooke Lovell

From: City Clerk

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### **Subject:**

**APPROVAL OF MINUTES**

### **Recommendation:**

Recommended Action: It is recommended that the City Council:

Approve minutes of the City Council/Successor Agency/ICDA/PPFA Regular Meetings held on April 1, 2025; April 15, 2025; and January 13, 2026.

### **Attachments**

[04.01.25 CC Regular Minutes.pdf](#)

[04.15.25 CC Regular Minutes.pdf](#)

[01.13.26 CC Regular Minutes.pdf](#)



**CALL TO ORDER:** Mayor Kirwin called the meeting to order at 7:00 p.m.

**ROLL CALL:** PRESENT: Councilmember/Board Member Hummer, Smith, Yamaguchi, Wanke, Kirwin  
ABSENT: None

**STAFF PRESENT:**

City Attorney/Authority Counsel Christian Bettenhausen; Interim City Administrator Thomas Hatch; Deputy City Administrator Rosanna Ramirez; Director of Community Services Lydie Gutfeld; Director of Development Services Joe Lambert; Director of Finance Jennifer Lampman; Director of Human Resources Alice Burnett; Director of Public Works Chris Tanio; Fire Chief Jason Dobine; Police Chief Brad Butts; Deputy Director of Administrative Services Jeannette Ortega; City Clerk Robert McKinnell; Interim Deputy City Clerk Nancy Albitre-Seely

**INVOCATION:** Chaplain Ken Milhandler

**PLEDGE OF ALLEGIANCE:** Jack Barnes, Placentia Pony Baseball Player

**CLOSED SESSION REPORT:**

City Attorney/Authority Counsel Bettenhausen reported a discussion was held on the Closed Session Item Nos. 1, 3-5, Item No. 2 was not discussed. There was no reportable action.

**PRESENTATIONS:** None

**CITY ADMINISTRATOR REPORT:** None

**ORAL COMMUNICATIONS:**

Andrew Barnes thanked the City Council for the new LED field lights at Tuffree Hill Park, highlighted their positive impact on safety and playability, announced the upcoming Mustang Zone Tournament at Champions Sports Complex, and expressed appreciation for City Staff and support from the Community Services Department.

Heidi Mahnke supported the Old Town Streetscape Project, emphasizing its potential to revitalize the area, improve public perception, attract visitors and businesses, and align with community feedback and the city's historical significance.

Alex Lopez expressed frustration over the lack of progress in revitalizing Old Town, asked the City Council to implement long-standing plans to improve infrastructure, safety, and economic opportunity in the area.

David McNair expressed concern about Old Town continuing to be neglected despite past revitalization efforts and emphasized the need for investment to create a vibrant, walkable community space for residents.

Jim Caiopoulos requested the City to consider the fleet fueling proposal, highlighting cost savings and increased royalties from the City's existing partnership with the fueling site.

Cameron Irons requested the City Council to move forward with the streetscape improvements, emphasizing the importance of utilizing available County funding and completing long-promised revitalization efforts to support local businesses and residents.

John Beltran requested street repairs and ADA improvements in his community, requested the City Council prioritize residential infrastructure over City beautification projects and pledging to continue speaking at meetings until progress is made.

Nathan Dedic expressed appreciation for the City Council's service and recent prioritization of residential street repairs and requested timely action to address long-neglected road conditions in his community.

City Clerk McKinnell stated the City Clerk's Office received two electronic comments: Rosemarie Pina opposed redirecting funds from Old Town redevelopment, and John Deacy requested continued support for residential street repaving and stated the John Tynes Gym required more extensive upgrades than a new roof.

**CITY COUNCIL/BOARD MEMBER COMMENTS:**

Councilmember Smith reported his attendance at two internal meetings, the Centennial Subcommittee, where he is involved in business-related planning for the City's 100<sup>th</sup> anniversary, and the Placentia Community Collaborative, a partnership between local nonprofits, schools, and City departments aimed at supporting community services. He also announced the Placentia Police Department's upcoming Breakfast with the Blue event on Sunday, April 13, 2025, from 9:00 a.m. to 11:30 a.m. at Donut Chain at 901 E. Yorba Linda Blvd, encouraged residents to attend and engage with local officers.

Councilmember Hummer announced the City's Annual Easter Eggcitement event on Saturday, April 12, 2025, from 10:00 a.m. to 1:00 p.m., which will include egg hunts, games, vendors, and photo opportunities with the Easter Bunny; and encouraged those interested in participating as vendors to visit [www.placentia.org](http://www.placentia.org) for more information.

Councilmember Yamaguchi thanked residents for their public comments and clarified many of the concerns raised, such as Old Town improvements, fuel options, and street conditions will be addressed during the upcoming Capital Improvement Plan (CIP) and budget study session. He mentioned infrastructure work in Old Town has been ongoing to avoid repaving streets before underground utilities are completed. He also announced the Police Department's Vacation Home Check program, which allows residents to request home checks while away by submitting a form at [www.placentia.org/police](http://www.placentia.org/police).

Mayor Pro Tem Wanke reported attending the Orange County Sanitation District (OC San) Board meeting, the Orange County Power Authority. He addressed concerns about Old Town improvements, reported the City has added over 100 parking spaces, installed lighting and trees, and supported outdoor dining. He mentioned the City has invested significantly in the area, revitalization also depends on private property owners making improvements. He encouraged Old Town merchants to collaborate and bring forward ideas to further enhance the district.

Mayor Kirwin acknowledged the challenges of balancing diverse community needs and emphasized the City Council's commitment to thoughtful decision-making. He reported his attendance at the Orange County Association of Governments (OCCOG) meeting on behalf of Councilmember Smith, where housing policy challenges were discussed. He mentioned while cities are often blamed for housing shortages, many barriers exist at higher levels of government.

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

Councilmember Hummer pulled Item 1.i, for a no vote. Motion by Wanke, seconded by Yamaguchi, and carried a 5-0 vote, to approve the balance of the Consent Calendar, as recommended.

**1.a CONSIDERATION TO WAIVE READING IN FULL OF ALL ORDINANCES AND RESOLUTIONS**

Recommended Action: It is recommended that the City Council:

Approve

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

**1.b CITY FISCAL YEAR 2024-25 REGISTERS FOR APRIL 1, 2025**

**Check Register**

Fiscal Impact: \$ 2,378,357.96

**Electronic Disbursement Register**

Fiscal Impact: \$ 1,439,847.91

Recommended Action: It is recommended that the City Council:

Receive and file.

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

**1.c APPOINTMENTS TO THE CENTENNIAL STEERING COMMITTEE FOR THE CITY'S CENTENNIAL PLANNING FOR COUNCIL DISTRICTS 3, 4, AND 5, PLACENTIA ROUND TABLE WOMEN'S CLUB, CITY COUNCIL REPRESENTATIVE, AND VETERANS ADVISORY COMMITTEE**

Fiscal Impact:

At this time there is no fiscal impact associated with the creation of the Committee.

Recommended Action: It is recommended that the City Council:

1. Approve the appointment of Paul Henderson to serve on the Centennial Steering Committee in representation of the Veterans Advisory Committee;
2. Approve the appointment of Carol Downey to serve on the Centennial Steering Committee in representation of the Placentia Round Table Women's Club;
3. Approve the appointment of Jodi Stout to serve on the Centennial Steering Committee in representation of Council District Three (3) per the recommendation of Council Member Yamaguchi; and
4. Approve the appointment of Peggie Yamaguchi to serve on the Centennial Steering Committee in representation of Council District Four (4) per the recommendation of Mayor Pro Tem Wanke; and
5. Approve the appointment of Aaron Mills to serve on the Centennial Steering Committee in representation of Council District Five (5) per the recommendation of Council Member Smith; and
6. Approve the appointment of Paulette Chaffee to serve on the Centennial Steering Committee per the recommendation of Mayor Kirwin as a City Council Representative.

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

**1.d TENTATIVE PARCEL MAP NO. TPM 2024-143. A REQUEST TO SUBDIVIDE A 2.66-ACRE PARCEL AT 975 S. LAKEVIEW AVENUE (APN 346-341-29) INTO TWO PARCELS OF 1.38 ACRES (PARCEL 1) AND 1.27 ACRES (PARCEL 2) WITHIN THE C-M (COMMERCIAL MANUFACTURING) ZONING DISTRICT**

Fiscal Impact: None.

Recommended Action: It is recommended that the City Council:

1. Receive the Staff Report, ask any questions of Staff; and
2. Adopt Resolution R-2025-08, a Resolution of the City Council of the City of Placentia, to make findings that the project is categorically exempt pursuant to the California Environmental Quality Act (CEQA) set forth in Title 14 CCR § 15315 (Class 15 – Minor Land Divisions) and the City of Placentia Environmental Guidelines, and approve TPM 2024-143 to permit the subdivision of an existing 2.66-acre parcel into two (2) parcels measuring 1.38-acres (Parcel 1) and 1.27-acres (Parcel 2) for property located within the C-M (Commercial Manufacturing) Zoning District located on property at 975 S. Lakeview Avenue (Assessor's Parcel Number 346-341-29 & 346-341-30).

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

**1.e AWARD OF CONTRACT TO SECO ELECTRICAL AND LIGHTING, INC. FOR REPLACEMENT OF GENERATORS AT FIRE STATION 1 AND 2., CITY PROJECT NO. 5501**

Fiscal Impact:

Expense:	\$137,415.11	Construction Cost
	\$11,848.45	Construction Contingency Amount
	<u>\$149,263.56</u>	Total Cost
Available Budget:	\$ 39,263.56	Fiscal Year 2024-2025 CIP Budget (555501-6850)
	\$110,000.00	Fiscal Year 2024-2025 CIP Budget (675501-6850)

Recommended Action: It is recommended that the City Council:

1. Approve the purchase of two replacement generators for Fire Station 1 and 2 from Seco Electrical and Lighting, Inc., for \$149,263.56;

2. Authorize the Interim City Administrator to approve invoice change orders up to \$11,848.56 to cover unforeseen conditions; and
3. Authorize the Interim City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

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

**1.f ADOPTION OF RESOLUTION NO. R-2025-07, DELEGATING AUTHORITY TO THE CITY ADMINISTRATOR AND/OR THEIR DESIGNEE TO RECORD NOTICES OF COMPLETION FOR PUBLIC WORKS PROJECTS**

Fiscal Impact:

There is no fiscal impact associated with the recommended action.

Recommended Action: It is recommended that the City Council:

Adopt Resolution No. R-2025-07, authorizing the City Administrator or their designee to record notices of completion.

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

**1.g PUBLIC WORKS AGREEMENT WITH CHAPMAN COAST ROOF CO., INC. FOR AWARD OF RFP FOR ROOF REPLACEMENT FOR TYNES GYM**

Fiscal Impact:

Expense:	\$150,000	Park Impact Fees
Contingency 10%:	15,000	Park Impact Fees
Total Project Budget:	\$165,000	Park Impact Fees

Recommended Action: It is recommended that the City Council:

1. Approve the Public Works Agreement with Chapman Coast Roof Co., Inc. for the Award of the RFP for Roof Replacement for Tynes Gym for a not-to-exceed amount of \$165,000; and
2. Authorize the Interim City Administrator to approve a 10% contingency for contract change orders not-to-exceed the amount of \$15,000; and
3. Approve Resolution No. R-2025-11, A Resolution of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2024-25 in compliance with the City Charter of the City of Placentia §§1206 and 1209 pertaining to appropriations for actual expenditures; and
4. Authorize the Interim City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

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

**1.h PUBLIC WORKS AGREEMENT WITH KASA CONSTRUCTION INC. FOR AWARD OF RFP FOR LANDSCAPE IMPROVEMENTS PROJECT AT PARQUE DE LOS VAQUERO**

Fiscal Impact:

Expense:	\$128,888	Park Impact Fees
Contingency 10%:	12,888	Park Impact Fees
Total Project Budget:	\$141,777	Park Impact Fees

Recommended Action: It is recommended that the City Council:

1. Approve the Public Works Agreement with KASA Construction for the Award of the RFP for the Landscape Improvement project at Parque De Los Vaqueros for a not-to-exceed amount of \$141,777; and
2. Authorize the Interim City Administrator to approve a 10% contingency for contract change orders not-to-exceed the amount of \$12,888; and
3. Approve Resolution No. R-2025-10, A Resolution of the City Charter of the City Council of the City of Placentia, California authorizing a budget amendment in Fiscal Year 2024-25 in compliance with City Charter of the City of Placentia §§1206 and 1209 pertaining to appropriations for actual expenditures; and
4. Authorize the Interim City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

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

**1.i SECOND READING AND ADOPTION OF ORDINANCE O-2025-02, APPROVING ZONING CODE AMENDMENT NO. 2024-01 AMENDING SPECIFIC PLAN NO. 5 (SP-5) TO REDUCE THE MINIMUM RESIDENTIAL DENSITY FROM 65 TO 15 DWELLING UNITS PER ACRE ON PARCEL NO. 9**

Fiscal Impact: No immediate impact.

Recommended Action: It is recommended that the City Council:

Waive full reading, by title only, and adopt Ordinance O-2025-02, An Ordinance of the City Council of the City of Placentia, California, finding that the project is categorically exempt pursuant to the California Environmental Quality Act (CEQA) set forth in Title 14 CCR Section 15061(b)(3) and the City of Placentia Environmental Guidelines, and waive full reading, by title only, and introduce for first reading Ordinance No. O-2025-02, an Ordinance of the City Council of the City of Placentia, approving Zoning Code Amendment No. 2024-01, making findings of approval for amending Placentia Municipal Code Chapter 23.105, Specific Plan 5, revising Section 23.105.050, "Permitted Uses for Parcels 9 and 11", by reducing the minimum residential density requirement from 65 dwelling units per acre to 15 dwelling units per acre.

**(Approved 4-1, as recommended, Hummer voted no)**

Councilmember Hummer pulled item 1.i to vote no.

**1.j AMENDMENT TO PROFESSIONAL SERVICES MASTER AGREEMENT WITH ORACLE AMERICA INC FOR ORACLE NETSUITE FOR GOVERNMENT**

Fiscal Impact:

Expense: FY 2024-25	\$ 69,600	Annual Costs
	\$169,154	One-time Implementation Cost
	\$238,754	Total Project Cost
Budgeted: FY 2024-25	\$300,000	

Recommended Action: It is recommended that the City Council:

1. Approve the updated ordering document for the time remaining on the original five (5) year Professional Services Master Agreement with Oracle America, Inc. for NetSuite for Government for additional general user licenses. This action will add an additional \$10,290 over the five (5) year agreement, or \$2,058 per year; and
2. Authorize the City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

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

**2. REGULAR AGENDA (Items 2.a through 2.d)**

**2.a APPROVAL OF OFFICIAL CITY OF PLACENTIA CENTENNIAL LOGO, SEAL, AND TAGLINE**

Fiscal Impact:

Expense: \$2,500 - Total Project Amount  
Budget: \$30,000 - FY 2024-25 Budget (101534-6053)

Recommended Action: It is recommended that the City Council:

1. Review the proposed centennial logo, seal, and tagline; and
2. Provide any recommendations or feedback to Staff regarding the designs; and
3. Approve the use of the centennial logo, seal, and tagline so that the Centennial Steering Committee can proceed with creating marketing materials and seeking sponsorships.

**(Approved, direction provided)**

Communications Manager Drulias gave a presentation on the proposed branding for the City's 2026 Centennial, including a tagline, logo options, and an updated City seal. The branding is intended to promote community engagement and sponsorship opportunities. The Centennial Steering Committee recommended the tagline "Rooted in Heritage, United in Community." Two logo designs were reviewed, incorporating historical elements such as walnuts, oranges, the Bradford Bridge, and the Placentia water tower. Three color options for the updated City seal were presented: blue, red, and gold.

A discussion ensued on the design considerations for digital and print use, merchandise compatibility, maintaining the City seal's integrity, and suggested adjustments for logo compactness, color gradients, historical elements, and alignment with the national America 250 celebration.

City Council approved Logo Option B with minor revisions, the updated City seal with a blue ribbon for official use in 2026, and the tagline "Rooted in Heritage, United in Community." Staff and the Centennial Steering Committee were directed to finalize designs, prepare marketing materials, and begin sponsorship outreach.

## **2.b FISCAL YEAR 2025-26 CAPITAL IMPROVEMENT PROGRAM - STUDY SESSION NO. 2**

### Fiscal Impact:

The fiscal impact will be determined with final adoption of the Fiscal Year 2025-26 CIP Budget.

Recommended Action: It is recommended that the City Council:

1. Receive and file the staff report and presentation; and
2. Provide direction to staff regarding the proposed fuel storage tank options; and
3. Provide direction to staff regarding allocation of Measure U funding.

### **(Approved 4-1, to take no action on the underground storage tank (UST) project and approve Measure U funding for Scenario 2 street rehabilitation, Yamaguchi voted no)**

Public Works Director Tanio provided a summary from the February 18, 2025, Study Session, which included projected funding and critical projects. City Council directed Staff to allocate Measure U funds to the Golden Avenue Bridge and requested additional information on the UST project and street rehabilitation priorities.

Public Works Manager Samantha Byfield outlined options for removing underground fuel tanks, required by State law by Dec. 31, 2025 (penalties up to \$5,000/day; removal cost \$222,000). Off-site fueling would avoid \$880,000 in capital costs but add about \$72,000 annually and reduce reliability. Installing a new 10,000-gallon split tank at the City Yard offers bulk fuel savings, secure emergency supply, and long service life. Staff recommended removal and installation of new tanks at the yard, with off-site options as backup.

Deputy Public Works Director Gabriel Guerrero-Gabany presented options for the FY 2024–25 streets project (construction in FY 2025–26), focusing on Priority Area 3. Full treatment would cost \$8.7M. Scenario 1 uses external funds (SB 1, Measure M) for a \$2.6M budget, rehabilitating about 350,000 sq. ft. Scenario 2 adds \$2.3M in freed Measure U funds for a \$5M budget, enabling 400,000 sq. ft. of slurry and 650,000 sq. ft. of rehabilitation (estimated \$4.3M). Staff recommended adopting Scenario 2 and incorporating it into the FY 2025–26 CIP budget.

A discussion ensued, City Council directed Staff to return with a full cost, risk, and emergency-reliability analysis before making a decision on the underground storage tank.

City Council questioned whether deferring other CIP projects (e.g., city facilities, fire station, police improvements, and sewers) would create near-term public safety risks and asked about timing for specific streets such as Palm Drive. Staff indicated all listed projects were needed but none were immediate emergencies.

Motion by Wanke, seconded by Smith, approved by a 4-1 vote, to take no action on the UST project and approve Scenario 2 on the allocation of Measure U funds for street rehabilitation, Yamaguchi voted no.

## **2.c EVENT FEE WAIVER REQUEST AND RESOLUTION NO. 2025-09, AUTHORIZING THE TEMPORARY SUSPENSION OF THE ORDINANCE PERTAINING TO THE OPERATION OF THE CALIFORNIA CELTIC FESTIVAL FUNDRAISER EVENT ON SATURDAY, JUNE 15, 2025 AT KRAEMER MEMORIAL PARK**

### Fiscal Impact:

Facility Use Fees: \$5,042  
Staffing: \$5,500  
Damage Deposit: \$614  
Total Fiscal Impact: \$11,156

Recommendation: It is recommended that City Council:

1. Approve a facility rental/use agreement with the California Celtic Festival to host the annual “Lovers of Celtic Culture” fundraiser event at Kraemer Memorial Park and authorize the City Administrator or designee to execute all applicable documents; and
2. Adopt Resolution No. R-2025-09, A Resolution of the City Council of the City of Placentia Authorizing the Temporary Suspension of Regulatory Sections 10.28.010 and 23.76.050 of the Placentia Municipal Code for the operation of the “Lovers of Celtic Culture” fundraiser event on June 14, 2025, and on June 15, 2025 at Kraemer Memorial Park located at 201 N. Bradford Avenue; and
3. Approve staff recommendation to waive facility use/rental and fees for the use of Kraemer Memorial Park and not staff costs or the damage deposit associated with the operation of the event.

Alternate Recommendation:

Recommendation Actions: 1 and 2 above; and

Approve the request from California Celtic Festival to waive all facility use costs of \$5,042, staffing costs of \$5,500, and damage deposit costs of \$614, totaling \$11,156.

**(Approved 3-0-1-1, as recommended, Smith recused and Wanke absent)**

Community Services Director Gutfeld gave a presentation on the item.

Motion by Yamaguchi, seconded by Hummer, approved by a 3-0-1-1 vote, as recommended; Smith recused and Wanke absent.

## **2.d APPOINTMENTS TO FILL VACANCIES ON THREE (3) CITY COMMISSION AND FIVE (5) CITY COMMITTEES AND ONE (1) ORANGE COUNTY VECTOR CONTROL DISTRICT**

Fiscal Impact: None.

Recommended Action: It is recommended that the City Council:

1. Make the necessary appointments to fill the vacancies listed below:
  - a. One (1) vacancy on the Citizens’ Oversight Committee for a four-year term; and
  - b. One (1) vacancy on the Financial Audit Oversight Committee for a three-year term; and
  - c. One (1) vacancy on the Heritage Committee for a non-expiring term; and
  - d. One (1) vacancy on the Historical Committee for a non-expiring term; and
  - e. One (1) vacancy Senior Advisory Committee for a non-expiring term; and
  - f. One (1) vacancy on the Planning Commission for a four-year term; and
  - g. One (1) vacancy and alternate vacancy (1) on the Streetscape and Transportation Advisory Commission for a four-year term; and
  - h. One (1) vacancy on the Orange County Mosquito Vector District Board.
2. Direct Staff update the City’s master Commission and Committee vacancy list; and
3. Continue the Commission and Committee Application/Recruitment process for any remaining vacancies for future consideration of appointments.

**(Approved 5-0, to approve all recommended appointments, excluding the Orange County Vector Control District)**

**(Approved 3-1-1-0, to appoint Mayor Pro Tem Wanke to the Orange County Mosquito and Vector Control District, Smith voted no and Kirwin abstained)**

City Council considered appointments to fill vacancies on three commissions, five committees, and one Orange County Mosquito and Vector Control District seat.

Mayor Kirwin read the recommended appointments:

Citizens Oversight Committee

Joe Rasic

Financial Audit Oversight Committee

Greg Laporte

Heritage Committee	No applicant
Historical Committee	Cassie Queen
Parks, Arts & Recreation Commission	Billy Hutchinson
Planning Commission	David Smith
Senior Advisory Committee	No applicant
Streetscape & Transportation Advisory Committee	Steve Anderson
Orange County Mosquito and Vector Control District	Nominations received for Mayor Pro Tem Wanke and Craig Green

Motion by Yamaguchi, seconded by Wanke, approved by a 5-0 vote, to confirm all recommended appointments except the Orange County Mosquito and Vector Control District.

Orange County Mosquito and Vector Control District seat nominations were considered individually. Nomination to appoint Mayor Pro Tem Wanke to the Orange County Mosquito and Vector Control District, approved by a 3-1-1-0, Smith voted no and Kirwin abstained.

**CITY COUNCIL/BOARD MEMBERS REQUESTS:**

Mayor Kirwin requested a future study session to explore forming a volunteer committee of retired and community members to assist with small City projects, with guidance from the City Attorney on permissible and safe volunteer activities.

Mayor Pro Tem Wanke stated there were still vacancies on the Senior Advisory Committee and the Heritage Committee, reported no applications had been received for those seats, and encouraged interested residents to submit applications so those appointments could be made.

**ADJOURNMENT:**

The City Council/Successor Agency/ICDA/PPFA Board of Directors adjourned at 8:47 p.m., to a regular City Council meeting on Tuesday, April 15, 2025, at 5:30 p.m.

ATTEST:

\_\_\_\_\_  
Kevin Kirwin, Mayor/Agency Chair

\_\_\_\_\_  
Robert S. McKinnell, City Clerk/Agency Secretary

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

**MINUTES**  
**APRIL 15, 2025**  
**City Council Chambers - 401 E. Chapman Avenue, Placentia, CA**  
**AND**  
**Teleconference Locations:**  
**92-161 Waipahu Place, Kapolei, HI 96707**  
**AND**  
**Pizza Paradiso, Via Stalloreghi 38, Siena, Italy**

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**MINUTES OF THE PLACENTIA CITY COUNCIL CLOSED SESSION MEETING – 5:00 PM**

**CALL TO ORDER:** Mayor Pro Tem Wanke called the meeting to order at 5:00 p.m.

**ROLL CALL:**       PRESENT:   Councilmember/Board Member Hummer, Smith, Wanke  
                          ABSENT:   Yamaguchi (Excused), Kirwin (Excused)

**ORAL COMMUNICATIONS:** None

**CLOSED SESSION PROCEEDINGS:**

City Clerk McKinnell announced the Closed Session matters and cases.

The City Council and Boards of Directors recessed to the City Council Caucus Room for the purpose of conducting their Closed Session proceedings on the following:

1. Pursuant to Government Code Section § 54957.6  
**CONFERENCE WITH LABOR NEGOTIATOR**  
Agency Designated Representatives:   Thomas Hatch, Interim City Administrator  
  Alice Burnett, Director of Human Resources  
Employee Organizations:                 Placentia City Employees Association (PCEA)  
  Placentia Firefighters Association (PFA)  
  Placentia Fire Management Association (PFMA)  
  Placentia Police Management Association (PPMA)  
  Placentia Police Officers Association (PPOA)  
  Unrepresented Employees
  
2. Pursuant to Government Code Section § 54956.9(d)(2)  
**CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION: (1 case)**
  
3. Pursuant to Government Code Section § 54956.9(d)(2)  
**CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION:**  
(Discussion on April 9, 2025, Letter from Lynch EMS)
  
4. Pursuant to Government Code Section § 54957(b)(1):  
**PUBLIC EMPLOYEE EMPLOYMENT/APPOINTMENT**  
Title: City Administrator
  
5. Pursuant to Government Code Section § 54957(b)(1):  
**PUBLIC EMPLOYEE PERFORMANCE EVALUATION**  
Title: Interim City Administrator

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

## MINUTES OF THE PLACENTIA CITY COUNCIL REGULAR MEETING - 7:00 P.M

**CALL TO ORDER:** Mayor Pro Tem Wanke called the meeting to order at 7:00 p.m.

**ROLL CALL:** PRESENT: Councilmember/Board Member Hummer, Smith, Yamaguchi (Remote – Hawaii), Wanke, Kirwin (Remote - Italy)  
ABSENT: None

### STAFF PRESENT:

City Attorney/Authority Counsel Christian Bettenhausen; Interim City Administrator Thomas Hatch; Deputy City Administrator Rosanna Ramirez; Director of Community Services Lydie Gutfeld; Director of Development Services Joe Lambert; Director of Finance Jennifer Lampman; Director of Human Resources Alice Burnett; Director of Public Works Chris Tanio; Fire Chief Jason Dobine; Police Chief Brad Butts; Deputy Director of Administrative Services Jeannette Ortega; City Clerk Robert McKinnell; Interim Deputy City Clerk Nancy Albitre-Seely

**INVOCATION:** Chaplain Ken Milhander

**PLEDGE OF ALLEGIANCE:** Nominee Guerrero, Police Explorer

### PRESENTATIONS:

#### A. PROCLAMATION OF APRIL 13-19, 2025, AS 911 PUBLIC SAFETY TELECOMMUNICATIONS WEEK

Presenters: Mayor Pro Tem Wanke and City Council

Recipients: Placentia Public Safety Communication Staff

Mayor Pro Tem Wanke presented a proclamation to the recipients, proclaiming April 13-19, 2025, as 911 Public Safety Telecommunications Week.

#### B. PROCLAMATION OF DONATE LIFE MONTH

Presenters: Mayor Pro Tem Wanke and City Council

Recipients: Rene Sorrentino

Mayor Pro Tem Wanke presented a proclamation to Rene Sorrentino, proclaiming April 2025, as Donate Life Month.

#### C. PLACENTIA SPRING 2025 CERT PROGRAM

Presenters: Mayor Pro Tem Wanke and City Council

Recipients: CERT Participants

Mayor Pro Tem Wanke presented certificates of recognition to the Spring 2025 CERT participants.

### CLOSED SESSION REPORT:

City Attorney/Authority Counsel Bettenhausen reported a discussion was held on the Closed Session items. There was no reportable action.

**CITY ADMINISTRATOR REPORT:** None

### ORAL COMMUNICATIONS:

John Abraham described an encounter with Placentia Police and Code Enforcement at his home on June 11, 2024, and requested that the City Council remove the property from receivership.

Tad Canfield asked about the scale, cost, and safety of the Orange County Loop extension and requested prioritization of maintenance, lighting, security, and bridge improvements on the existing pathway.

Craig Green opposed switching emergency ambulance providers from Lynch EMS to Emergency Ambulance Services, Inc., warning the low bid could result in reduced service quality.

Liam Stanton requested the City continue the Bradford revitalization project and not delay or abandon efforts.

John Beltran thanked the City Council for street-improvement commitments and requested summer scheduling of Brookhaven work and installation of ADA curb ramps.

**CITY COUNCIL/BOARD MEMBER COMMENTS:**

Councilmember Smith reported his attendance at the monthly Metrolink Station coordination meeting, the Santa Fe Merchants Association meeting regarding Old Town development and EIFD updates, the Placentia Police Canine Foundation fundraiser and shooting competition event, and the Centennial Steering Committee meeting. Announced the annual Love Placentia Day of Service on Saturday, May 3, 2025, starting with an 8:00 a.m. rally at El Dorado High School.

Councilmember Hummer announced curb address painting by the nonprofit Care for the Children is underway and reported it is a donation-based service permitted by the City. He mentioned workers must carry a City-issued work permit and ID, and stated questions could be directed to Public Works at 714-993-8131 or publicworks@placentia.org.

Councilmember Yamaguchi congratulated participants in the City’s CERT Training program and commented on the receivership process, emphasizing legal compliance and appropriate use to address blight. He announced the Best of Placentia nominations open March 18, 2025, voting will close on April 25, 2025, and winners will be announced May 9, 2025, at bestofplacentia.com.

Mayor Pro Tem Wanke announced applications are open for the Heritage Committee, Senior Advisory Committee, and Streetscape and Transportation Advisory Commission. He met with the Yorba Linda Water District on a potential MOU and resource-sharing, reported that wet years have filled the aquifer preventing saltwater intrusion, and noted sewer repairs on the Balboa Peninsula. He also attended the Orange County Sanitation District’s (OC San) Administration Committee meeting, toured Plant No. 2, and invited those interested in OC San tours to contact him.

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

Motion by Smith, seconded by Hummer, and carried a 5-0 vote, to approve the Consent Calendar, as recommended.

**1.a CONSIDERATION TO WAIVE READING IN FULL OF ALL ORDINANCES AND RESOLUTIONS**

Recommended Action: It is recommended that the City Council:

Approve

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

**1.b CITY FISCAL YEAR 2024-25 REGISTERS FOR APRIL 15, 2025**

**Check Register**

Fiscal Impact: \$ 1,115,990.55

**Electronic Disbursement Register**

Fiscal Impact: \$ 135,889.89

Recommended Action: It is recommended that the City Council:

Receive and file.

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

**1.c AMENDMENT NO. 3 TO MAINTENANCE SERVICE AGREEMENT WITH HOUSTON AND HARRIS PCS, INC., FOR SEWER MAINTENANCE SERVICES**

Fiscal Impact:

Expense: \$246,437.98 Annual Contract Amount

Budget: \$246,497.98 FY25-26 Sewer Maintenance Fund (484356-6120)

Recommended Action: It is recommended that the City Council:

1. Approve Amendment No. 3 to the Maintenance Services Agreement with Houston and Harris PCS, Inc., for sewer maintenance services to extend the contract term by one year and increase the cumulative contract not-to-exceed amount by \$246,437.98 for a revised cumulative contract amount of \$1,055,596.15 for the entire contract term; and

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

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

**1.d MEMORANDUM OF UNDERSTANDING (MOU) WITH CITIES AND HOPE CENTER OF ORANGE COUNTY FOR NATIONAL OPIOID STATEMENT FUNDS**

Fiscal Impact:

Expense:	\$ 15,000	(910000-6290)
Budget:	\$151,924	(910000-4299)

Recommended Action: It is recommended that the City Council:

1. Authorize the Interim City Administrator to execute an Agreement between the HOPE Center and the Cities of Placentia, Brea, Buena Park and Fullerton, for a three-year term using the respective cities' National Opioid Settlement Funds, including an expenditure of \$15,000 for Placentia's portion to fund one Street Outreach Case Manager position; and
2. Approve Resolution R-2025-12 amending the FY24/25 budget by adding an appropriation and revenue in the amount of \$151,924 for National Opioid Settlement funds received and expected to be received; and
3. Authorize the Interim City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

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

**1.e PLACENTIA PUBLIC SAFETY COMMUNICATIONS - AUDIO RECORDER REPLACEMENT**

Fiscal Impact:

Expense:	\$ 77,927.28	Total Purchase Price of Equipment
Budget:	\$750,000.00	DOJ COPS Grant Funding (105213-6840)

Recommended Action: It is recommended that the City Council:

1. Approve the purchase of the EVENTIDE Recording System from Capture Technologies, Inc. for a total amount not to exceed \$77,927.28; and
2. Authorize the Interim City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

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

**1.f PLACENTIA PUBLIC SAFETY BUILDING - TECHNOLOGY PACKAGE PURCHASE AND INFRASTRUCTURE DEPLOYMENT**

Fiscal Impact:

Expense:	\$371,391.33	Total Purchase Price of Equipment
Budget:	\$750,000.00	DOJ COPS Grant Funding (105213-6840)

Recommended Action: It is recommended that the City Council:

1. Approve the Professional Services Agreement with VectorUSA for the implementation of computer servers, storage arrays, fiber channel switches, network infrastructure, and backup solutions for the new Public Safety Building; and
2. Approve the purchase of the proposed systems from VectorUSA for a total amount not to exceed \$371,391.33; and
3. Approve a 5% contingency in the amount of \$18,569.57 to cover unforeseen project-related expenses, bringing the total not-to-exceed amount to \$389,960.90; and
4. Authorize the Interim City Administrator and/or their designee to execute all necessary documents, subject to City Attorney approval.

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

**1.g RESOLUTIONS TO AMEND THE 2024-25 POSITION ALLOCATION PLAN AND AMEND THE MANAGEMENT UNIT COMPENSATION PLAN ESTABLISHING AND REVISING VARIOUS CLASSIFICATIONS AND SALARY RANGES**

Fiscal Impact:

1. Reclassification of one (1) Director of Finance to one (1) Deputy City Administrator/ Director of Finance in the Finance Department. The impact of the reclassification is approximately \$20,700 for a full fiscal year; and
2. Reclassification of one (1) Building Supervisor to one (1) Building Inspection Manager in the Development Services Department. The impact of the reclassification is approximately \$49,000 for a full fiscal year; and
3. Eliminate the Sr. Management Analyst position in the City Administrator’s Department from the position allocation plan. The impact of the elimination of this position is a cost savings of \$149,000 for a full fiscal year.

The net effect of the action will generate a net savings of (\$79,300)

Recommended Action: It is recommended that the City Council:

1. Adopt Resolution R-2025-14, a Resolution of the City Council of the City of Placentia, California amending the Position Allocation plan for fiscal year 2024-25; and
2. Adopt Resolution R-2025-15, amending the unrepresented mid-management and executive management employee’s compensation plan establishing and revising the various classifications and salary ranges; and
3. Authorize the Interim City Administrator and/or his designee, to execute all the necessary documents, in a form approved by the City Attorney.

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

**1.h REJECT PROPOSAL FOR PUBLIC-PRIVATE AMBULANCE SUBCONTRACTING PARTNER - RFP NO. AD 2024-01**

Fiscal Impact: None.

Recommended Action: It is recommended that the City Council:

Reject the proposal received from Lynch EMS, and cancel the RFP process.

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

**2. PUBLIC HEARING: (Items 2.a through 2.b)**

**2.a PUBLIC HEARING AND CONSIDERATION OF THE ORDINANCE OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AMENDING THE MUNICIPAL CODE TO ESTABLISH A COMPREHENSIVE REGULATORY FRAMEWORK FOR CITY SPECIAL EVENTS ON PUBLIC PROPERTY. DETERMINATION THAT THE ADOPTION OF THE ORDINANCE IS EXEMPT UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT**

Fiscal Impact: None.

Recommended Action: It is recommended that the City Council:

1. Open the Public Hearing to consider proposed Special Event Permit and Application Procedure Ordinance; and
2. Received the Staff report, consider all public testimony, ask any questions of Staff; and
3. Close the Public Hearing; and
4. Determine that the adoption of Ordinance No. O-2025-03 is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines section 15061 (b)(3); and
5. Waive full reading, by title only, and introduce for first reading of Ordinance No. O-2025-03, an Ordinance of the City Council of the City of Placentia, California amending Title 1 (general provisions), Chapter 14 (temporary suspension of regulatory ordinances) amending Section 10.28.010 (drinking in public) of Chapter 10.18 (intoxication) of Title 10 (peace, morals and safety), repealing Chapter 13.60 (parades - assemblages) of Title 13 (vehicles & traffic) and amending Title 14 (public property) with the addition of Chapter 14.18 (special events permit), to establish a comprehensive regulatory framework for city special events on public property; and by title only, and introduce for first reading of Ordinance No. O-2025-03, an Ordinance of the City Council of the City of Placentia, California amending Title 1 (general provisions), Chapter 14 (temporary suspension of regulatory ordinances) amending Section 10.28.010 (drinking in public) of Chapter 10.18 (intoxication) of Title 10 (peace, morals and safety), repealing Chapter 13.60 (parades - assemblages) of Title 13 (vehicles & traffic) and amending Title 14 (public property) with the addition of Chapter 14.18 (special events permit), to establish a comprehensive regulatory framework for city special events on public property; and

6. Authorize the Interim City Administrator to execute all necessary documents, in a form approved by the City Attorney.

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

Community Services Director Gutfeld gave a verbal presentation on the item.

Public Hearing opened at 7:56 p.m.

Public comments: None.

Public Hearing closed at 7:57 p.m.

Councilmember Yamaguchi asked about removing this authority from the City Council and inquired about other cities' practices for alcohol exceptions on public property. Staff explained that ordinances typically exempt all City events without individual waivers, with authority resting with the City Administrator.

Motion by Smith, seconded by Hummer, and carried a 5-0 vote, to approve Item 2.a, as recommended.

**2.b PUBLIC HEARING AND ADOPTION OF PROPOSED COMPREHENSIVE FEE AND RATE SCHEDULE FOR FY 2025/26**

Fiscal Impact:

The proposed fee changes as of July 1, 2025, are intended to recover the cost of providing existing services associated with those fee-related regulatory functions and other programs.

Recommended Action: It is recommended that the City Council:

1. Open the Public Hearing to consider amending the Placentia Comprehensive Fee Schedule for certain fees, rates, and charges for various City user services; and
2. Receive the Staff Report, consider all public testimony, and discuss the proposed fees; and
3. Close the public hearing; and
4. Adopt Resolution No. R-2025-13, a Resolution of the City Council of the City of Placentia, California, establishing and adopting certain City fees, rates, and charges for various City services with an effective date of July 1, 2025, for Fiscal Year 2025-26.

**(Approved 3-0-2, as recommended, Yamaguchi and Kirwin absent)**

Finance Director Lampman gave a PowerPoint presentation on the item.

Mayor Pro Tem Wanke announced Mayor Kirwin left the meeting at 8:08 p.m., and Councilmember Yamaguchi left at 8:10 p.m.

Public Hearing opened at 8:14 p.m.

Public Comment: Jim Weiner requested clarification on the technology impact fee, its purpose, and citywide application.

Director Lampman explained the fee originated as a surcharge on permits to fund digitization and online permitting. Funds are kept in a technology fund and currently support systems like Brightly and digitizing Development Services records. The proposal only expands eligible departments, without changing the fee or its technology-only restriction.

Public Hearing closed at 8:16 p.m.

Motion by Smith, seconded by Hummer, and carried a 3-0-2 vote, to approve Item 2.b, as recommended, Yamaguchi and Kirwin absent.

**3. REGULAR AGENDA: (Items 3.a through 3.b)**

**3.a ANNUAL COMPREHENSIVE FINANCIAL REPORT AND SINGLE AUDIT OF FEDERALLY ASSISTED GRANT PROGRAMS FOR THE PERIOD ENDING JUNE 30, 2024**

Fiscal Impact: None.

Recommended Action: It is recommended that the City Council:

1. Receive and file the Annual Comprehensive Financial Report for the period ending June 30, 2024, as recommended by the Financial Audit Oversight Committee; and
2. Receive and file the Single Audit of Federally Assisted Grant Programs for the period ending June 30, 2024, as recommended by the Financial Audit Oversight Committee.

**(Approved 3-0-2, as recommended, Yamaguchi and Kirwin absent)**

Finance Director Lampman introduced Bob Callanan from Clifton Laron Allen (CLA) Auditors, who gave a PowerPoint presentation on the item.

Motion by Smith, seconded by Hummer, and carried a 3-0-2 vote, to approve Item 3.a, as recommended, Yamaguchi and Kirwin absent.

**3.b 9-1-1 ADVANCED LIFE SUPPORT EMERGENCY MEDICAL SERVICES**

Fiscal Impact:

Expense \$740,000 Fiscal Year 2025-26; if second year option exercised, up to a possible 10% increase based on negotiations of parties.

Recommended Action: It is recommended that the City Council:

1. Approve a Professional Services Agreement with Emergency Ambulance Service, Inc. for the provision of 9-1-1 Advanced Life Support Emergency Medical Services for a term of one (1) year, with an option for one (1) additional year, for a total compensation of \$740,000 during the first year; and
2. Authorize the Interim City Administrator and/or his designee to execute all necessary documents, in a form approved by the City Attorney.

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

Mayor Pro Tem Wanke motioned to move Item 3.b, before the Public Hearing items to accommodate the Mayor Kirwin and Councilmember Yamaguchi participating from different time zones. Motion by Wanke, seconded by Smith, and carried a 5-0 vote, to hear Item 3.b, out of order.

Deputy City Administrator Ramirez gave a verbal presentation on the item reporting negotiations to extend the Lynch EMS contract were unsuccessful due to cost and flexibility concerns.

Motion by Smith, seconded by Hummer, and carried a 5-0 vote, to approve Item 3.b, as recommended.

**CITY COUNCIL/BOARD MEMBERS REQUESTS:** None

**ADJOURNMENT:**

The City Council/Successor Agency/ICDA/PPFA Board of Directors adjourned at 8:26 p.m., to a regular City Council meeting on Tuesday, May 6, 2025, at 5:00 p.m.

ATTEST:

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Kevin Kirwin, Mayor/Agency Chair

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Robert S. McKinnell, City Clerk/Agency Secretary



Placentia City Council Regular Meeting  
Placentia City Council acting as Successor Agency to the Placentia Redevelopment  
Agency, Placentia Industrial Commercial Development Authority, Placentia Public  
Financing Authority

MINUTES

January 13, 2026

City Council Chambers - 401 E. Chapman Avenue, Placentia, CA

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**MINUTES OF THE PLACENTIA CITY COUNCIL CLOSED SESSION MEETING – 5:00 P.M.**

**CALL TO ORDER:** Mayor Wanke called the meeting to order at 5:03 p.m.

**ROLL CALL:** PRESENT: Councilmember/Board Member Hummer, Kirwin, Smith, Yamaguchi, Wanke  
ABSENT: None

**ORAL COMMUNICATIONS:** None

**CLOSED SESSION PROCEEDINGS:**

The City Council and Boards of Directors recessed to the City Council Caucus Room for the purpose of conducting their Closed Session proceedings on the following:

**1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION**

Initiation of Litigation Pursuant to Government Code § 54956.9(d)(4): (1 case)

**2. CONFERENCE WITH LABOR NEGOTIATORS**

Pursuant to Government Code Section § 54957.6

Agency Designated Representatives: Jennifer Lampman, City Administrator

Alice Burnett, Director of Human Resources

Employee Organization:

Placentia City Employees Association (PCEA)

**3. PUBLIC EMPLOYEE PERFORMANCE EVALUATION**

Pursuant to Government Code Section § 54957(b)(1)

Title: City Administrator

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

**MINUTES OF THE PLACENTIA CITY COUNCIL REGULAR MEETING - 7:00 P.M.**

**CALL TO ORDER:** Mayor Wanke called the meeting to order at 7:03 p.m.

**ROLL CALL:** PRESENT: Councilmember/Board Member Hummer, Kirwin, Smith, Yamaguchi, Wanke  
ABSENT: None

**STAFF PRESENT:**

City Attorney/Authority Counsel Kristi Smith; City Administrator Jennifer Lampman; Deputy City Administrator Rosanna Ramirez; Police Chief Brad Butts; Fire Chief Jason Dobine; Director of Development Services Joe Lambert; Director of Public Works Chris Tanio; Director of Human Resources Alice Burnett; Director of Finance Jerry Griggs; Director of Community Services Lydie Gutfeld; Deputy Director of Administrative Services Jeannette Ortega; Deputy City Clerk Brooke Lovell

**INVOCATION:** Chaplain Charles Frost

**PLEDGE OF ALLEGIANCE:** Edith Zamora

**PRESENTATIONS:**

**A. Proclamation Commemorating the City of Placentia's Centennial Year**

Presenters: Mayor and City Council

Mayor Wanke presented a proclamation proclaiming 2026 as the City of Placentia's Centennial Year.

**CLOSED SESSION REPORT:**

City Attorney/Authority Counsel Smith stated the City Council took no reportable action.

**CITY ADMINISTRATOR REPORT:**

City Administrator Lampman introduced new Administrative Intern Anika Pysher.

**ORAL COMMUNICATIONS:** None

**CITY COUNCIL/BOARD MEMBER COMMENTS:**

Mayor Pro Tem Yamaguchi wished Mayor Wanke a Happy Birthday. He reported his attendance at the CES Conference and explored the Smart City section, brought back innovative ideas for future consideration and would share them with the City Administrator. He expressed appreciation for being back and wished everyone a Happy Centennial Year.

Councilmember Kirwin announced vacancies on City committees and commissions, including Financial Audit Oversight, Heritage, Historical, Senior Advisory, Planning Commission, Streetscape and Transportation Advisory, and Public Financing Authority, and encouraged residents to apply via the City website or by contacting him directly.

Councilmember Smith extended New Year greetings and highlighted the City's Centennial celebration. He announced the Youth Pledge of Allegiance program, inviting local youth groups to lead the pledge at City Council meetings, and encouraged sign-ups at [www.placentia.org/ypoa](http://www.placentia.org/ypoa). He thanked Community Services, Public Works, Police, and Fire for their holiday efforts, highlighted the program at the Whitten Community Center where Rotary and Community Services Staff provided meals, toys, and cookie decorating activities for families during the season.

Councilmember Hummer wished Mayor Wanke a belated Happy Birthday. He reminded residents City facilities would be closed on Monday, January 19, 2026, in observance of Martin Luther King Jr. Day, and would reopen on Tuesday, January 20, 2026.

Mayor Wanke reported attending meetings of the Orange County Sanitation District (OC San) Board, the Orange County Mosquito and Vector Control District (OCVCD) Board, and the Groundwater Replenishment Steering Committee. He reported a large fire ant nest near the City parking lot to OCVCD, which is currently being treated, and distributed OCVCD's monthly report to the City Council. He stated Orange County aquifers are at full capacity, leaving no room for additional water storage, and aquifer pressure is effectively preventing saltwater intrusion, concluding Orange County is in a strong water position.

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

Motion by Smith, seconded by Yamaguchi, and carried a 5-0 vote, to approve the Consent Calendar, as recommended.

**1.a CONSIDERATION TO WAIVE READING IN FULL OF ALL ORDINANCES AND RESOLUTIONS**

Recommended Action: It is recommended that the City Council:

Approve

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

**1.b APPROVAL OF MINUTES**

Recommended Action: It is recommended that the City Council:

Approve minutes of the City Council/Successor Agency/ICDA/PPFA Regular Meeting held on December 16, 2025.

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

**1.c REGISTERS FOR JANUARY 13, 2026**

Fiscal Impact:

Check Register \$ 695,384.12

Electronic Disbursement Register \$ 1,245,316.07

Recommended Action: It is recommended that the City Council:  
Receive and file.

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

**1.d APPROVAL OF RESOLUTIONS AUTHORIZING GRANT APPLICATION AND SUPPORT FOR THREE REGIONAL TRAFFIC SIGNAL SYNCHRONIZATION PROJECTS (RTSSP): ALTA VISTA STREET, PLACENTIA AVENUE AND BASTANCHURY ROAD CORRIDORS**

Fiscal Impact: None.

Recommended Action: It is recommended that the City Council:

1. Adopt Resolution No. R-2026-01, a Resolution of the City Council of the City of Placentia, California, authorizing the City's participation in an application for funds to the Orange County Transportation Authority under the competitive Measure M2 Regional Traffic Signal Synchronization Program; and
2. Adopt Resolution No. R-2026-02, a Resolution of the City Council of the City of Placentia, California, approving the submittal of the Placentia Avenue Regional Traffic Signal Synchronization Project to the Orange County Transportation Authority for funding under the competitive Measure M2 Regional Traffic Signal Synchronization Program; and
3. Adopt Resolution No. R-2026-03, a Resolution of the City Council of the City of Placentia, California, approving the submittal of the Alta Vista Street Regional Traffic Signal Synchronization Project to the Orange County Transportation Authority for funding under the competitive Measure M2 Regional Traffic Signal Synchronization Program.

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

**1.e DESIGNATION OF INDIVIDUALS AUTHORIZED TO INVEST CITY MONIES IN THE LOCAL AGENCY INVESTMENT FUND (LAIF)**

Fiscal Impact: None.

Recommended Action: It is recommended the City Council:

Adopt Resolution No. R-2026-06, A Resolution of the City Council of the City of Placentia, California, authorizing investment of monies in the Local Agency Investment Fund (LAIF).

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

**2. PUBLIC HEARING:**

**2.a PUBLIC HEARING, INTRODUCTION AND FIRST READING OF ORDINANCE NO. O-2026-01 OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, GRANTING TO CRIMSON CALIFORNIA PIPELINE, L.P., A FRANCHISE TO OPERATE AND MAINTAIN CERTAIN PIPELINES AND APPURTENANCES FOR THE TRANSPORTATION OF HYDROCARBON SUBSTANCES IN THE CITY OF PLACENTIA**

**(Public Hearing has been cancelled and will be re-noticed at a later date.)**

Recommended Action: It is recommended that the City Council:

Remove the Public Hearing from the calendar.

**(Cancelled and removed)**

Mayor Wanke stated the Public Hearing was cancelled and would be re-noticed at a later date.

**3. REGULAR AGENDA:**

**3.a ANNUAL CITY COUNCIL APPOINTMENTS TO VARIOUS INTERGOVERNMENTAL AGENCIES, ASSOCIATIONS, AND CITY SUBCOMMITTEES**

Fiscal Impact: None.

Recommended Action: It is recommended that the City Council:

1. Review and update the attached list of current appointments to intergovernmental agencies, associations, and City subcommittees; and
2. Direct Staff to notify all affected agencies and committees of the updated appointments, post FPFC Form 806, and update the City's website; and
3. Review and provide feedback on the Committee, Commission, and Advisory Board Manual (Attachments 4 and 5) for future adoption.

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

City Council discussed and approved the following intergovernmental appointments:

<b>Organization</b>	<b>Delegate/Alternate</b>
Association of California Cities - OC	Wanke/Hummer
Civic Center Joint Use Committee	Smith/Kirwin
Public Financing Authority of the Enhanced Infrastructure Financing District	Wanke (Chair)/ Smith (Authority Member)
Finance and Investment Committee	Wanke/ Yamaguchi /Larson
Financial Audit Oversight Subcommittee	Kirwin/Smith
Heritage Committee	Yamaguchi/Hummer
Historic Preservation Ad-Hoc	Kirwin/Wanke
Housing, Community, and Economic Development Ad Hoc Committee & General Plan Advisory Subcommittee	Wanke/Kirwin
Independent Cities Association	Wanke/Yamaguchi
League of California Cities	Yamaguchi/Wanke
Navigation Center Advisory Board	Smith/Hummer
Orange County City Selection Committee	Wanke
Old Town Parking Ad-Hoc	Hummer/Kirwin
Orange County Council of Governments	Smith
Orange County Sanitation District	Wanke/Smith
Orange County Vector Control District - Board of Trustees	Hummer
Placentia Community Foundation	Kirwin/ Larson
Placentia Disaster Council	Wanke
Santa Ana River Flood Protection Agency	Yamaguchi/Hummer
Sewer Utility, Recycling and Refuse Committee	Yamaguchi/Hummer
Southern California Association of Governments	Smith/Wanke
Southern California Association of Governments – Annual General Assembly Voting Delegates	Smith/ Wanke (1 <sup>st</sup> Alt.)/ Yamaguchi(2 <sup>nd</sup> Alt.)

Motion by Yamaguchi, seconded by Kirwin, and carried a 5-0 vote, to approve Item 3.a, as recommended.

Mayor Wanke mentioned for the City Council to review and provide feedback on the Committee, Commission, and Advisory Board Manual for future adoption.

**CITY COUNCIL/BOARD MEMBERS REQUESTS:** None

**ADJOURNMENT:**

The City Council/Successor Agency/ICDA/PPFA Board of Directors adjourned at 7:24 p.m., to a regular City Council meeting on Tuesday, January 27, 2026, at 7:00 p.m.

ATTEST:

\_\_\_\_\_  
Chad P. Wanke, Mayor/Agency Chair

\_\_\_\_\_  
Robert S. McKinnell, City Clerk/Agency Secretary



Agenda Item No: 1.c

## **PLACENTIA CITY COUNCIL AGENDA REPORT**

Meeting Date: February 3, 2026

Submitted by: Gabriela Calin

From: Finance

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### **Subject:**

**REGISTERS FOR FEBRUARY 3, 2026**

### **Financial Impact:**

#### Fiscal Impact:

Check Register: \$ 402,465.88

Electronic Disbursement Register: \$1,640,335.16

### **Recommendation:**

Recommended Action: It is recommended that the City Council:  
Receive and File.

### **Attachments**

[Check Register 1-8-26.pdf](#)

[Check Register 1-15-26.pdf](#)

[EFT-ACH Register 1-8-26.pdf](#)

[1-15-2026 EFT-ACH Register.pdf](#)

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Name	Memo	Amount	Document Number	Date
V001780 YORBA REGIONAL ANIMAL HOSPITAL	K9 Enzo Medical Services	453.57	136694	1/8/2026
V001779 YORBA LINDA WATER DISTRICT	Water Charges	350.39	136693	1/8/2026
V001740 VERIZON WIRELESS	Acct 572549101-0001	1,859.19	136692	1/8/2026
V001731 UPS	UPS City Clerk	10.59	136691	1/8/2026
V001716 TURNOUT MAINTENANCE COMPANY LLC	"Placentia" Name Panel	97.88	136690	1/8/2026
V001715 TURBO DATA SYSTEMS INC	Printer Adapter	967.87	136689	1/8/2026
V001907 TRUECRAFT CONSTRUCTION LLC	Roof Bond Refund: 1040 Henrietta Circle	100.00	136688	1/8/2026
V001701 TRANSUNION RISK & ALTERNATIVE	Dec Database Transactions Account ID# 49451	178.00	136687	1/8/2026
V001678 THINKSUPPLIES.COM	Paper-Office Supplies	140.05	136686	1/8/2026
V001812 TEMPORARY STAFFING PROFESSIONALS INC	Contract Temp for Finance, Accounting Tech	1,795.80	136685	1/8/2026
V001812 TEMPORARY STAFFING PROFESSIONALS INC	Contract Temp for IT, Desktop Support Analyst	3,465.00	136684	1/8/2026
V001812 TEMPORARY STAFFING PROFESSIONALS INC	Contract Temp for IT, Desktop Support Analyst	2,633.40	136683	1/8/2026
V000638 T-MOBILE	Acct 990643611 - Devices & Data	2,619.01	136682	1/8/2026
V000638 T-MOBILE	11/21-12/20 PD Phone Security Subscription	3,659.10	136681	1/8/2026
V001626 STATE FIRE TRAINING	Course Reciprocity for B. Smith	1,400.00	136680	1/8/2026
V002013 SELMAN & COMPANY LLC	Ward Smith - Life Policy Coverage for January 2026	5.00	136679	1/8/2026
V001569 SECURITY DESIGN CONCEPTS INC	July through December 2025 Consulting Services	81.00	136678	1/8/2026
V002116 SAGONA'S ALL CITY BACKFLOW	Backflow Repairs	1,415.00	136677	1/8/2026
V001549 SAGECREST PLANNING AND ENVIRONMENTAL	December 2025 On-Call Building Inspection Services	2,017.20	136676	1/8/2026
V001536 ROTARY CLUB OF PLACENTIA	Quarterly Membership Dues	90.00	136675	1/8/2026
V001500 QUADIENT FINANCE USA INC	Postage NOV 2025	3,535.00	136674	1/8/2026
V002106 PLATINUM FLEET & FIRE SERVICES LLC	Fire Engine Maintenance	13,547.06	136673	1/8/2026
V001460 PLACENTIA YORBA LINDA UNIFIED SCHOOL DISTRICT	Printing-Envelopes (Updated w/Centennial Logo)	815.63	136672	1/8/2026
V001446 PETE'S ROAD SERVICE INC	Fire Vehicle Maintenance	2,945.34	136671	1/8/2026
V001443 PERIMETER PROTECTION AND SURVEILLANCE SYSTEMS INC	Cameras - Pedestrian Bridge	2,880.00	136670	1/8/2026
V000371 PATRICIA NAHILL	Revised Notice of Exemption for Proposed Placentia Ave. Billboard	2,500.00	136669	1/8/2026
V002135 OMAR FLORES	Roof Bond Refund: 1043 Magnolia	100.00	136668	1/8/2026
V001338 MUNICIPAL EMERGENCY SERVICES INC	Fire PPE	875.81	136667	1/8/2026
V001332 MOTOPOST	Motorcycle Uniforms	2,062.39	136666	1/8/2026
V001320 MILLER MENDEL INC	Oct-Dec eSOPH Services	79.45	136665	1/8/2026
V001318 MIKE RAAHAUGES SHOOTING ENTERPRISE	12/15 Range Training	125.00	136664	1/8/2026
V001305 MCKESSON MEDICAL-SURGICAL GOVERNMENT SOLUTIONS LL	EMS Supplies	1,349.06	136663	1/8/2026
V001262 LN CURTIS & SONS	PD Trainee Uniform - Sepulveda	4,240.18	136662	1/8/2026
V001262 LN CURTIS & SONS	Fire Operations	159.09	136661	1/8/2026
V001256 LIEBERT CASSIDY WHITMORE	2026 ERC Membership; Liebert Library Subscription	5,840.00	136660	1/8/2026
V001862 IOTUM INC.	Callbridge Subscription 1/1-1/31	270.88	136659	1/8/2026
V002121 ICON SIGNS	Deposit - Halo Lit Channel Letters	3,945.28	136658	1/8/2026
V001136 HINDERLITER DE LLAMAS & ASSOC	Contract Services - Transactions Tax Oct-Dec 2025	300.00	136657	1/8/2026
V002136 HELEN LABORDE	Roof Bond Refund: 140 Wilson Ave	100.00	136656	1/8/2026
V001120 HALO CONFIDENTIAL INVESTIGATIONS LLC	Dec PD Training Mgmt	1,494.77	136655	1/8/2026
V001094 GOLDEN STATE WATER COMPANY	Overdue Kraemer Park Invoice	21,982.77	136654	1/8/2026
V001079 GARY L KUSUNOKI HEARING EXAMINERS	12/3 Parking Citation Hearing Services	170.00	136653	1/8/2026
V001075 GALLS LLC	Fire Uniforms	694.81	136652	1/8/2026
V002093 FULLY INVOLVED	Fire Plan Check Services	1,329.00	136651	1/8/2026
V001054 FIS	Interchange Fees Nov 25	2,545.88	136650	1/8/2026
V000955 DEPARTMENT OF JUSTICE	Nov Livescan Processing	448.00	136649	1/8/2026

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V001794 COUNTY OF ORANGE	Nov OCATS Circuit Support	1,104.51	136648	1/8/2026
V000868 CICC/S/EAP	CICCS Trust EAP by Anthem - Jan 2026	464.60	136647	1/8/2026
V000861 CHARTER COMMUNICATIONS	Spectrum Acct 189080101	1,177.00	136646	1/8/2026
V001878 BEST 5TH AVE INC	Dec PD Dry Cleaning Services	862.83	136645	1/8/2026
V001878 BEST 5TH AVE INC	PD Uniform Alterations - Jung	10.00	136644	1/8/2026
V000616 AT&T	Cell Tower Dump DR 25-03312	220.00	136643	1/8/2026
V000688 ALL CITY MANAGEMENT SERVICES INC.	11/23-12/6 Crossing Guard Services	2,930.40	136642	1/8/2026
V000688 ALL CITY MANAGEMENT SERVICES INC.	12/7-12/20 Crossing Guard Services	5,706.14	136641	1/8/2026
V000656 ADMIN/SURE	Worker's Compensation September 2025 Claims Administration	5,900.00	136640	1/8/2026
Total		116,048.93		

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Name	Memo	Amount	Document Number	Date
V000877 CITY OF LA HABRA	Imperial Highway Traffic Light Synchronization	19,720.24	136768	1/15/2026
V001403 ORANGE COUNTY SHERIFF'S DEPT	Tuition for Driving PSP training	375.00	136767	1/15/2026
V001627 STATE WATER RESOURCES CONTROL BOARD	SWRCB Annual Permit Fee Facility ID: 8 30M1000241	27,293.00	136766	1/15/2026
V001406 ORANGE COUNTY TREASURER TAX COLLECTOR	DECEMBER 2025 PARKING CITATIONS	7,766.00	136765	1/15/2026
V001094 GOLDEN STATE WATER COMPANY	GSW Water Charges Nov-Dec. 2025	34,726.89	136764	1/15/2026
V000873 CITY OF BREA	January 2025 Printing Charges	236.47	136763	1/15/2026
V000326 TLC Animal Removal Services	FY 25-26: Dead Animal Removal Services	600.00	136762	1/15/2026
V001665 THE BRIEFING ROOM LLC	PD Training Software	1,550.89	136761	1/15/2026
V001634 SUBURBAN PROPANE	Propane Items	20.61	136760	1/15/2026
V000835 Vulcan Materials Co	Paving Materials	486.43	136759	1/15/2026
V001802 STERICYCLE INC	FY 25-26 Shredding Services	1,915.07	136758	1/15/2026
V001626 STATE FIRE TRAINING	V. Guerrero Fire Fighter 2 Reciprocity	200.00	136757	1/15/2026
V001549 SAGECREST PLANNING AND ENVIRONMENTAL	Environmental Inspections	208.40	136756	1/15/2026
V002134 ROTO ROOTER SERVICES COMPANY	City Hall Plumbing Service	556.00	136755	1/15/2026
V001496 PVP COMMUNICATIONS	Motorcycle Boots, Helmet Phone Kit	852.59	136754	1/15/2026
V001468 POWERSTRIDE BATTERY CO INC	Fleet Repair Supplies - Battery	376.76	136753	1/15/2026
V000371 PATRICIA NAHILL	December Charges for Proposed S. Placentia Avenue Billboard	777.00	136752	1/15/2026
V001424 PARKHOUSE TIRE INC	FY 25-26: Tires for City Vehicles	1,864.47	136751	1/15/2026
V001148 HR GREEN PACIFIC INC	FY 25-26 On-Call Plan Check: Nov 2025	2,803.75	136750	1/15/2026
V002139 FRANCISCO MIRANDA	REFUND for Permit Fees - Owner Only Changed Name of Existing Business	215.74	136749	1/15/2026
V001060 FOREMOST PROMOTIONS	Smiley Pens for PD	946.13	136748	1/15/2026
V001826 ADVANTEC CONSULTING ENGINEERS INC.	On Call Traffic Engineering: Nov. 2025	950.00	136747	1/15/2026
V001813 CALIFORNIA FUELS AND LUBRICANTS	Fuel Purchase	556.07	136746	1/15/2026
V000823 CALIFORNIA FORENSIC PHLEBOTOMY INC	December PD Blood Draws	1,239.04	136745	1/15/2026
V002143 BSN SPORTS	PAT Training Gear	243.31	136744	1/15/2026
V000969 DIVISION OF THE STATE ARCHITECT	4th Quarter Taxes	288.80	136743	1/15/2026
V001812 TEMPORARY STAFFING PROFESSIONALS INC	Contract Temp for Finance, Accounting Tech	1,840.70	136742	1/15/2026
V001872 STATE OF CALIFORNIA DEPT OF INDUSTRIAL RELATIONS	Conveyance Fee #153427 FY 25-26	450.00	136741	1/15/2026
V002078 YORBA COUNTRY CAR WASH	FY 25-26 Car Wash Services	918.00	136740	1/15/2026
V001697 TRAFFIC MANAGEMENT	Street Supplies: Signs	289.86	136739	1/15/2026
V001603 SOUTH COAST AQMD	flat fee for last fiscal year emissions FY 25-26	736.57	136738	1/15/2026
V001513 RBI TRAFFIC INC	Traffic Control Plan Check Services	800.00	136737	1/15/2026
V001531 RJ NOBLE COMPANY	Asphalt Material	556.00	136736	1/15/2026
V001301 MCFADDEN-DALE HARDWARE CO.	Fleet Supplies	13.18	136735	1/15/2026
V001346 NAPA AUTO PARTS	Fleet Repair Supplies	224.75	136734	1/15/2026
V001029 FACTORY MOTOR PARTS	FY 25-26: Vehicle Repair Parts	167.75	136733	1/15/2026
V001075 GALLS LLC	Fire Uniforms	797.07	136732	1/15/2026
V001031 FAIRWAY FORD	FY 25-26: Vehicle Repair Parts/Services	667.80	136731	1/15/2026
V000747 AXIS GENERAL CONTRUCTION INC	FY 25-26: Storm Water Pump Station Maintenance	2,925.00	136730	1/15/2026
V001588 SITEONE LANDSCAPE SUPPLY LLC	Landscape Material	2,542.60	136729	1/15/2026
V002116 SAGONA'S ALL CITY BACKFLOW	Annual Backflow Testing	4,215.00	136728	1/15/2026
V001346 NAPA AUTO PARTS	Fleet Repair Supplies	697.08	136727	1/15/2026
V001262 LN CURTIS & SONS	PD Uniforms - Rodriguez	1,375.43	136726	1/15/2026
V001029 FACTORY MOTOR PARTS	FY 25-26: Vehicle Repair Parts	1,088.98	136725	1/15/2026
V001327 MKC PRINTING	Basketball Jerseys for Placentia Youth Basketball 2025/2026 #1040	1,820.00	136724	1/15/2026
V001067 FRANCHISE TAX BOARD	FTB PE11/22, PD11/28/25	215.46	136723	1/15/2026
V001627 STATE WATER RESOURCES CONTROL BOARD	SWRCB Annual Permit Fee Facility ID: 8SSO10593	3,945.00	136722	1/15/2026

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V001403 ORANGE COUNTY SHERIFF'S DEPT	Tuition fee for Driving PSP	375.00	136721	1/15/2026
V001680 THREADCRAFT EMBROIDERY & PRINTING	Coordinator Uniform	132.21	136720	1/15/2026
V001681 THRIVE 7 MARTIAL ARTS	Instructor Payment - Summer 2025	257.40	136719	1/15/2026
V001497 PYLUSD TRANSPORTATION	Bus Services for Day Camp and P.A.R.K.S Excursion	458.75	136718	1/15/2026
V001445 PEST OPTIONS INC	Pest Options Invoice #463448	230.00	136717	1/15/2026
V001313 MI CASITA RESTAURANTE	Tamale Holiday 2025 - Additional Staff Lunch	179.44	136716	1/15/2026
V001208 JV PLUMBING	Plumbing Repairs for McFadden Park 1/02/26	299.50	136715	1/15/2026
V000691 ALLIANCE BUSINESS SERVICES INC	Fire Station 1 - Internet Fiber	734.12	136714	1/15/2026
V002130 THE REVOLUTION GROUP INC	Centennial Booth Materials	1,417.00	136713	1/15/2026
V000903 COMMERCIAL AQUATIC SERVICES	Pool Maintenance Contract - Gomez Pool December	1,500.00	136712	1/15/2026
V000861 CHARTER COMMUNICATIONS	Spectrum Acct 189952201	5,542.46	136711	1/15/2026
V001658 TEAM ONE MANAGEMENT	Janitorial Services for Park Restrooms - December	7,274.75	136710	1/15/2026
V000641 WELLS FARGO VENDOR FIN SERV	Kyocera Printer Lease Customer # 3691949048	6,675.61	136709	1/15/2026
V002035 OCY MANAGEMENT LLC	Transportation Services - December	9,881.20	136708	1/15/2026
V000616 AT&T	AT&T Charges November - December 2025	14,069.19	136707	1/15/2026
V001094 GOLDEN STATE WATER COMPANY	GSW Water Charges Nov. 2025	18,376.05	136706	1/15/2026
V000636 SOUTHERN CALIFORNIA EDISON	SoCal Edison Charges - November to December 2025	19,874.50	136705	1/15/2026
V000954 DEPARTMENT OF INDUSTRIAL RELATIONS	For Self-Insured Workers Compensation Assessment	30,840.23	136704	1/15/2026
V001203 JONES & MAYER	Professional Legal Services	28,926.60	136703	1/15/2026
V002141 ARIANA TOVAR	Damage Deposit Refund - Permit R4279	121.00	136702	1/15/2026
V001779 YORBA LINDA WATER DISTRICT	Yorba Linda Water District Charges - November to December 2025	2,041.46	136701	1/15/2026
V001678 THINKSUPPLIES.COM	Paper-Office Supplies	236.64	136700	1/15/2026
V001593 SO CAL GAS	So Cal Gas Charges November - December 2025	2,421.00	136699	1/15/2026
V001354 NATIONAL TESTING NETWORK INC	November Voucher Usage: ECOMM Testing	46.00	136698	1/15/2026
V002137 KIM J YOUNG	Parking Citation Refund	47.00	136697	1/15/2026
V001127 HEALTHPOINTE MEDICAL GROUP INC	Pre-Employment Physical Exam: Ontoine Lewis, Joshua Sepulveda	1,147.00	136696	1/15/2026
V000616 AT&T	Ipads Acct# 287248890794 - Dec 2025	257.95	136695	1/15/2026
Total		286,416.95		

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Vendor	Date	Memo	Amount	EFT Status
V001752 WASHINGTON STATE DEPARTMENT OF SOCIAL AND HEALTH SERVICE	1/8/2026	PR#2501026 CHILD SUPPORT - WA	737.07	ACH - Paid Online
V000622 AMAZON CAPITAL SERVICES	1/8/2026	Fire Department Supplies	379.20	EFT Payment
V000011 ANTHONY DAVIS	1/8/2026	Travel Reimbursement	113.26	EFT Payment
V000329 AUSTIN MARTINEZ	1/8/2026	Reimbursement for meals and miles for FTO update training	162.72	EFT Payment
V001805 ORACLE AMERICA INC	1/8/2026	Financials ERP Software System	4,368.00	EFT Payment
V000144 TIFFANY EILEY	1/8/2026	Reimbursement for meals and miles for FTO update training	162.72	EFT Payment
V000622 AMAZON CAPITAL SERVICES	1/8/2026	Amazon - Admin	126.85	EFT Payment
V000725 ARAMARK REFRESHMENT SERVICES	1/8/2026	Coffee Supplies-Rental	613.00	EFT Payment
V001104 GRANICUS INC.	1/8/2026	Peak Agenda Mgmt - City Clerk Subscription	3,358.12	EFT Payment
V000725 ARAMARK REFRESHMENT SERVICES	1/8/2026	Coffee Supplies-Rental	337.00	EFT Payment
V001694 TOWNSEND PUBLIC AFFAIRS INC.	1/8/2026	To provide legislative advocacy and grant funding services.	6,500.00	EFT Payment
V001462 PLACEWORKS	1/8/2026	November 2025 Chapman Corridor	795.00	EFT Payment
V001486 PRUDENTIAL OVERALL SUPPLY	1/8/2026	Uniform and Laundry Services	175.03	EFT Payment
Total			17,827.97	
		Total EFT	17,090.90	
		Total ACH	737.07	
		Payroll #26	781,096.84	
		Grand Total	798,924.81	

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Vendor	Date	Memo	Document Number	EFT Status
V001007 EMPLOYMENT DEVELOPMENT DEPT	1/15/2026	CA TAX PE11/08 PD11/14		55748.27 ACH - Paid Online
V001480 PRINCIPAL NATIONAL LIFE INSURANCE COMPANY	1/15/2026	February 2026_ Whole Life Insuran		1573.82 ACH - Paid Online
V000622 AMAZON CAPITAL SERVICES	1/15/2026	Fire Depart 00000073/1		433.47 EFT Payment
V000725 ARAMARK REFRESHMENT SERVICES	1/15/2026	Coffee Sup 00000073/2		386.28 EFT Payment
V000622 AMAZON CAPITAL SERVICES	1/15/2026	#1JDX-JMM 00000073/3		2963.16 EFT Payment
V002042 EMERGENCY AMBULANCE SERVICE, INC	1/15/2026	ALS - Januæ 00000073/4		61667.67 EFT Payment
V001798 BRIGHTVIEW LANDSCAPE SERVICES INC	1/15/2026	Park Lands 00000073/5		31824.51 EFT Payment
V000105 SPENCER BRANDON	1/15/2026	Tuition Reir 00000073/6		2418.75 EFT Payment
V000944 DTA Public Finance INC	1/15/2026	November : 00000073/7		1969.88 EFT Payment
V000943 DATA TICKET INC.	1/15/2026	November : 00000073/8		1866.89 EFT Payment
V000437 RADOMSKI DAVID	1/15/2026	Meal reimb 00000073/9		389 EFT Payment
V001968 VICTOR GUERRERO	1/15/2026	Class Regis 00000073/10		675 EFT Payment
V000086 MICHAEL BUTTS	1/15/2026	December ` 00000073/11		261.5 EFT Payment
V001801 KOSMONT TRANSACTIONS SERVICES INC	1/15/2026	Project 230 00000073/12		1644 EFT Payment
V001821 ARDURRA GROUP INC	1/15/2026	Tuffree Parl 00000073/13		3082 EFT Payment
V000622 AMAZON CAPITAL SERVICES	1/15/2026	Amazon - C 00000073/14		21 EFT Payment
V000869 CIRA	1/15/2026	Quarterly C 00000073/15		38124.82 EFT Payment
V000210 GRIFFITH CHELSIE	1/15/2026	Meals and l 00000073/16		210.03 EFT Payment
V000044 ISAIAS CARAVEZ	1/15/2026	Meal and M 00000073/17		82.56 EFT Payment
V000247 NATHAN INIGUEZ	1/15/2026	Meal reimb 00000073/18		180 EFT Payment
Overall Total				205522.61
		EFT Total		148200.52
		ACH Total		57322.09
		Payroll 2601001		<u>635887.74</u>
		Grand total		841410.35



Agenda Item No: 1.d

## **PLACENTIA CITY COUNCIL AGENDA REPORT**

Meeting Date: February 3, 2026

Submitted by: Alice Burnett

From: Human Resources

---

### **Subject:**

**RESOLUTION TO ADOPT AN AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PLACENTIA AND THE PLACENTIA POLICE MANAGEMENT ASSOCIATION**

### **Financial Impact:**

#### Fiscal Impact:

#### Placentia Police Management Association

Year 1: Estimated \$ 30,000 increase to FY25-26 total compensation

Year 2: Estimated \$ 32,500 increase to FY26-27 total compensation

Total: Estimated \$ 62,500 increase.

### **Summary:**

Adoption of an amended and restated Memorandum of Understanding (MOU) with the Placentia Police Management Association is requested. The amended MOU clarifies the treatment of holiday-in-lieu pay and holiday closure leave. The change results in a minor budget increase which will be offset in reductions in operating expenses.

### **Recommendation:**

Recommended Action: It is recommended that the City Council:

1. Adopt Resolution No. R-2026-04, A Resolution of the City Council of the City of Placentia, California, approving an amended Memorandum of Understanding for the Placentia Police Management Association (PPMA) effective January 1, 2026, and superseding Resolution No. R-2025-56; and
2. Authorize the City Administrator to execute a Memorandum of Understanding (MOU) based upon the terms for PPMA 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.

### **Discussion:**

Following adoption of a successor MOU on October 21, 2025, the City and the Labor Association identified a misunderstanding regarding how holiday-in-lieu pay and holiday closure hours were applied.

To address this issue, the City and the Association met and conferred and agreed to amend and restate the MOU to clearly incorporate holiday-in-lieu pay into the salary schedule and not paid as a special pay, and include 20 hours of holiday closure hours leave for the Calendar year 2025. This approach ensures consistent application of compensation, simplified payroll administration, and aligns the MOU with the intent of both parties. All other components shall remain in the Memorandum of Understanding and will remain in full force and effect for the term of the agreement.

**Fiscal Impact Summary:**

The increased cost of the amended and restated agreement is approximately \$62,500 for the term of the agreement which will be offset by operating reductions.

**Attachments**

[Resolution No. R-2026-04.docx](#)

[PPMA MOU - REVISED 2026.02 MOU 25-27 Final For Council Adoption.pdf](#)

**RESOLUTION NO. R-2026-04**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, APPROVING AN AMENDED MEMORANDUM OF UNDERSTANDING FOR THE PLACENTIA POLICE MANAGEMENT ASSOCIATION (PPMA) EFFECTIVE JANUARY 1, 2026, AND SUPERSEDING RESOLUTION NO. R-2025-56**

**A. Recitals.**

WHEREAS, pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code Section 3500 et seq.) the City of Placentia's designated negotiation team has met and consulted in good faith with the representatives of the Placentia Police Management 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.

**B. Resolution.**

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

Section 1: Resolution R-2025-56 is superseded. All previous and conflicting Memorandum of Understandings adopted for this purpose either by Resolution or by Minute order are repealed.

Section 2: The Amended and Restated Memorandum of Understanding applicable to the Placentia Police Management Association effective July 1, 2025, and attached hereto is approved.

**APPROVED and ADOPTED this 3<sup>rd</sup> day of February 2026.**

\_\_\_\_\_  
Chad P. Wanke, 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 3<sup>rd</sup> day of February 2026, 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: Amended Memorandum of Understanding with the Placentia Police Management Association



# MEMORANDUM OF UNDERSTANDING

Between

THE CITY OF PLACENTIA  
and  
PLACENTIA POLICE MANAGEMENT  
ASSOCIATION (PPMA)

July 1, 2025 – June 30, 2027

PPMA No. 25-27

Adopted October 21, 2025, Resolution No. 2025-56

Amended and Restated February 3, 2026, Resolution No. 2026-04

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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 Management Association (hereinafter called "PPMA") 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 City Staff and PPMA. PPMA has recommended and its members have ratified all of the terms and conditions of employment as set forth herein. City Staff 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 a resolution, all the terms and conditions of this Memorandum so incorporated shall become effective without further action by either party.

## **RECOGNITION**

The City of Placentia has recognized the PPMA as the formally recognized employee organization of bargaining unit employees for the purpose of meeting its obligations under the Meyers-Miliias-Brown Act, Government Code section 3500, *et seq.* This Agreement applies to all employees in the Association bargaining unit.

The City recognizes the Association represents the following classifications under this MOU:

Police Sergeants  
Police Lieutenants  
Police Captains

## **ARTICLE 1 - MANAGEMENT RIGHTS**

Except as otherwise specifically provided for in State and/or Federal laws, and this MOU, the City reserves and retains and is vested with all rights of management which have not been expressly abridged by specific provisions of this MOU or by law to manage the City.

This shall include, but is not limited to:

1. The right to temporarily suspend the provisions of this MOU in the event of and for the duration of an emergency as determined by the City Council and/or by County, State, or Federal action. In the event of such suspension of this MOU, when the emergency is over, management will immediately initiate the meet and confer process over replacement of any salary, benefit, or working conditions lost by unit employees as a result of the suspension of this Agreement.
2. The right to determine staffing and direct the work force, including the right to hire, promote, demote, evaluate, transfer, layoff, or discharge for just cause any employee.
3. The right to contract or sub-contract services and/or work.
4. The right to take such further action as may be necessary to organize and operate the City in the most efficient and economical manner to serve the public interest.
5. The right to modify the performance evaluation form.
6. The right to modify and update class specifications/job descriptions.

## **ARTICLE 2 - PPMA RIGHTS**

### **1. Membership Dues**

The City agrees to deduct association dues from the wages of all PPMA members who have filed a written authorization with the association. The City will begin dues deductions at the beginning of the pay period after notice is provided by the Association and will transmit these funds to the Association in a manner which is mutually agreed to.

The employee's earnings must be sufficient after other legal and required deductions are made to cover the amount of the dues. When an employee is in a non-pay status for an entire pay period, no deduction will be made to cover the pay period. In the case of an employee who is in a non-pay status during part of the pay period, and the salary is not sufficient to cover the full withholding, no deduction shall be made. In this circumstance, all other legal and required deductions (including health care deductions) have priority over Association dues.

## 2. 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 PPMA and Directors of PPMA or their designees.

In the interests of facilitating communication with PPMA members and the distribution of information to PPMA members, PPMA may utilize the City's e-mail system to communicate with PPMA members on 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.

## 3. PPMA Business on City Time

PPMA members will be allowed to conduct a reasonable amount of PPMA 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 status under state or federal law.

### **ARTICLE 4 - CITY PERSONNEL RULES & POLICIES**

PLACENTIA and PPMA agree, during the term of the MOU, to meet and confer pursuant to the Meyers-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 and promotional appointments to classifications represented in this unit (with the exceptions shown below) shall be subject to a probationary period of one (1) year.
- B. The City Administrator may establish a longer probationary period for specified cases.
- C. The Police Chief or designee 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 Department 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 twelve (12) months of service in the current step and with overall satisfactory job performance. For example, employees hired at Step A are eligible for movement to Step B after twelve (12) months of City service and upon receipt of a performance evaluation that identifies that the employee meets all job standards. Should an employee receive an overall satisfactory performance evaluation after twelve (12) months have passed at the current step, the employee will receive the eligible step increase retroactive to the date the step increase would have been effective had the evaluation been received on time.

## **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. Police Sergeants**

- a. Effective July 1, 2025, 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.
- b. Effective the first full pay period following July 1, 2026, the salary range will be increased by four percent (4%). Individuals will receive an adjustment of four percent related to the change in the salary schedule.

#### **2. Police Lieutenants**

- a. Effective July 1, 2025, 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.
- b. Effective the first full pay period following July 1, 2026, the salary range will be increased by four percent (4%). Individuals will receive an adjustment of four percent related to the change in the salary schedule.

### 3. Police Captains

- a. Effective July 1, 2025, 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.
- b. Effective the first full pay period following July 1, 2026, the salary range will be increased by four percent (4%). Individuals will receive an adjustment of four percent related to the change in the salary schedule.

### B. Education Differential

1. Police Sergeants shall be eligible to receive a salary differential, as follows:
  - a. 4.5% - Possession of an Associate of Arts (AA) degree.
  - b. 7% - Possession of a Bachelor's of Arts (BA) or Bachelor's of Science (BS) degree.
2. Police Lieutenants and Captains shall be eligible for a four percent (4%) salary differential for possession of a Bachelor's degree.
3. Police Lieutenants and Captains shall be eligible for a six percent (6%) salary differential for possession of a Master's degree.
4. Sergeants may receive either the POST differential or the education differential but not both. If a unit employee possesses both, payroll shall report it to CalPERS as education incentive pay.

To the extent permitted by law, the City shall report education incentive pay as compensation earnable pursuant to CCR § 571(a)(2) and § 571.1 (b)(2), Education Incentive.

### C. POST Differential

1. Police Sergeants shall be eligible to receive a salary differential, as follows:
  - a. 4.5% - Possession of a POST Intermediate Certificate
  - b. 7% - Possession of a POST Advanced Certificate or Possession
2. All Police Employees who possess a POST Supervisory Certificate shall receive a 6.5% salary differential.
3. Sergeants may receive either the POST differential or the education differential but not both. If a unit employee possesses both, payroll shall report it to CalPERS as education incentive pay.

Unit employees eligible for the POST Certificate premiums above would receive the salary differential effective upon the Police Department's certification of the employee's eligibility for the applicable certificate (i.e., prior to receiving an actual certificate from POST).

To the extent permitted by law, the City shall report POST Certificate pay as compensation earnable pursuant to CCR § 571(a)(2) and § 571.1 (b)(2), POST Certificate Pay.

POST and/or Education pay is applied to all hours worked and, on all hours, when leave accrual is used. Multiple levels of POST differential or Education differential do not compound on one another.

#### D. Longevity Pay Differential

Unit Employees who have completed seven (7) years of service with the City of Placentia shall receive a longevity differential of 2.5% to the base rate of pay. Unit Employees who have completed fifteen (15) years of service with the City of Placentia shall receive an additional longevity differential of 2.5% to the base rate of pay. This will be a total of five percent (5%) at fifteen (15) years of service.

To the extent permitted by law, the City shall report longevity pay as compensation earnable pursuant to CCR § 571(a)(1) or § CCR 571.1 (b)(1), Longevity Pay.

#### E. Special Assignment Pay

1. Police Sergeants assigned to Investigation (Detective and SED) shall receive a five percent (5%) pay differential applied to their base rate of pay.

To the extent permitted by law, the City shall report investigation incentive pay as compensation earnable pursuant to CCR § 571(a)(4) or § CCR 571.1 (b)(3), Detective Division Premium.

2. Police Sergeants assigned to Traffic shall receive a five percent (5%) pay differential applied to their base rate of pay.

To the extent permitted by law, the City shall report traffic pay as compensation earnable pursuant to CCR § 571(a)(4) or § CCR 571.1 (b)(3), Traffic Detail Premium.

3. Police Sergeants assigned to Personnel and Training shall receive a five percent (5%) pay differential applied to their base rate of pay.

To the extent permitted by law, the City shall report this pay as compensation earnable pursuant to CCR § 571(a)(4) or § CCR 571.1 (b)(3), Police Administrative Officer Pay.

4. Police Lieutenants assigned to Administration shall receive a five percent (5%) salary differential applied to their regular base salary.

To the extent permitted by law, the City shall report Administration pay as compensation earnable pursuant to CCR § 571(a)(4) or § CCR 571.1 (b)(3), Police Administrative Officer Premium.

5. Unit employees assigned to the night shift shall receive a shift differential of 2.5% applied to their base rate of pay.
  - a. Night shift shall be defined as all hours worked between 6:00 p.m. to 6:30 a.m.
  - b. Effective the first full pay period after ratification of this contract by City Council, unit employees who work the night shift shall receive a differential of two and one-half percent (2.5%) for all hours worked between 6:00 p.m. and 6:30 a.m.

To the extent permitted by law, the City shall report shift differential pay as compensation earnable pursuant to CCR § 571(a)(4) or § CCR 571.1 (b)(3), Shift Differential Premium.

6. City agrees to provide a specialty pay differential of five percent (5%) applied to the base rate of pay for police employees assigned to Field Training Officer (FTO) Coordinator.

To the extent permitted by law, the City shall report FTO Coordinator pay as compensation earnable pursuant to CCR § 571(a)(4) or § CCR 571.1 (b)(3), Training Premium.

7. Police Captains are eligible for a technology allowance of \$75 per month.

#### F. New Employee Finder's Fee

City agrees to provide unit members with a Finder's Fee of \$1,000 for the recruitment of a Police Officer (including a lateral Police Officer) that successfully completes the FTO program. This pay is not reportable to CalPERS as special compensation.

#### G. 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 a Bilingual Pay differential of \$165 a month to speak another language.

The designation of employees to receive Bilingual Pay shall be at the sole discretion of the City Administrator of the City of Placentia. Prior to receiving Bilingual Pay, designated employees must pass an objective testing process selected by the City demonstrating bilingual ability in a language recognized by the City to assist in providing service to the public.

To the extent permitted by law, the City shall report bilingual incentive pay as compensation earnable pursuant to CCR § 571(a)(4) § CCR 571.1 (b)(3), Bilingual Premium

#### H. Marksmanship Incentive Pay

Unit members who are designated a "Distinguished Expert" will receive the amount of of \$150 and being designated as an "Expert" will receive the amount of \$100. These designations are available to all unit employees, one time per year at the Annual Badge Qualification Shoot, under existing range standards or as approved by the Police Chief.

Qualification shall be earned during the first string of fire only on the designated day of the shoot. City agrees to allow a warm up of ten (10) rounds at a stationary target. Ammunition for practice shall be available as per budget and policy established by the Police Chief.

To the extent permitted by law, the City shall report marksmanship pay as compensation earnable pursuant to CCR § 571(a)(1) or § CCR 571.1 (b)(1), Marksmanship Pay

## **ARTICLE 9 - OVERTIME, PREMIUM PAY AND WORK SCHEDULES**

### **A. Overtime – Police Sergeants**

#### **1. Overtime Definitions**

- a. 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.
- b. 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.
- c. Effective January 1, 2026, all overtime is defined as MOU/Contract overtime and is defined as utilized leave/credited hours and hours actually worked that exceed eighty (80) hours paid in a fourteen (14) day pay period. All paid leave counts as hours worked toward eligibility for MOU/Contract overtime.

### **B. Calculation of Overtime Payment – Police Sergeants**

1. MOU/Contract Overtime will be calculated as one and one-half (1 ½) times 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.
3. Effective the first full pay period after this contract is ratified by City Council, all overtime will be calculated per Section B., Item 1 in this article.

### **C. Compensatory Time Off (CTO) – Police Sergeants/Police Lieutenants**

1. Police Sergeants/Police Lieutenants may accrue non-FLSA CTO in lieu of payment for working non-FLSA overtime. The non-FLSA CTO bank is capped at a maximum of three hundred sixty (360) hours. In no event can an employee accrue in excess of three hundred sixty (360) hours of compensatory time off. All hours in excess of three hundred sixty (360) shall be paid to the employee at the employee's regular rate of pay in the following pay period after the reaching the cap.
2. Police Sergeants/Police Lieutenants 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. Effective the first full pay period after this contract is ratified by City Council, Police Sergeants/Police Lieutenants may accrue compensatory Time off in lieu of payment for working overtime. Employees have the option of accruing said overtime in either their non-FLSA CTO or FLSA CTO banks.
4. Unit employees with accrued compensatory time off shall be paid for accrued hours at their regular hourly rate upon separation from employment.
5. Unit employees who are promoted to another classification will be paid for accrued FLSA compensatory time off at their regular hourly rate prior to promotion.
6. For unit employees with accrued compensatory time, those employees may elect to cash out this time per the limits and requirements of Article 17(A) of this MOU.
7. 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.
8. The City and Association are willing to work with unit employees on options to reduce accrual hours in excess of the maximum hours.

#### D. Minimum Overtime

Police Sergeants 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. Sergeants shall not be eligible for the three (3) hour minimum for training, meetings or call-outs which occur immediately adjacent (before or after) to a regularly scheduled work shift.

#### E. Premium Pay for Lieutenants

1. The parties agree that Lieutenants are exempt employees under FLSA and California law.

2. Police Lieutenants are to be paid premium overtime pay only under the specified conditions outlined in this MOU, or as may additionally be approved by the Police Chief or their designee.

Police Lieutenants shall receive premium overtime pay of time and one half the Lieutenant's base rate of pay for work performed outside of their regularly scheduled hours when attending mandatory training, meetings and call-outs, as assigned by the Police Chief or their designee. Such premium pay will be paid in the pay period worked. The following pay differentials will also be calculated on overtime hours worked:

- POST
- Education Pay
- Longevity Pay
- Special Assignment Pay

3. Overtime parameters for Lieutenants will continue until such time as all three (3) Lieutenant positions are filled. Once all three positions are filled, a Lieutenant will be eligible for overtime when authorized by the Police Chief to work outside of their regularly scheduled hours. For the first 80 hours of overtime worked each calendar year, a Lieutenant shall be paid at straight time (base hourly rate of pay). Beginning with the 81<sup>st</sup> hour of overtime, a Lieutenant shall receive payment at the rate of one and one-half times (1 ½) their base rate of pay.
4. Among the work for which Lieutenants may receive premium overtime pay (as outlined above) is work performed adjacent to the beginning or end of a regular shift, as assigned by the Police Chief or their designee.
5. Police Lieutenants 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 of premium overtime pay. Lieutenants shall not be eligible for the three (3) hour minimum for training, meetings or work immediately adjacent to (before or after) a shift.

## F. Court Time

1. Pay for Court Appearances

If a unit employee is subpoenaed to court on City business during their off-duty hours, the employee shall be paid for time spent in court. A unit employee shall be paid a minimum of three (3) hours of overtime if the entire period of such court time occurs during the employee's off-duty hours.

2. Court Standby

In lieu of appearing as shown on the subpoena, a unit employee subpoenaed during their 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 three (3)

hours of straight time pay for each morning period and an additional three (3) hours of straight time pay for each afternoon period of such stand-by.

If the unit employee is only on stand-by status for the afternoon, the unit employee is compensated for both morning and afternoon of a total of six (6) hours of pay. A unit employee shall be compensated for the morning period only if the Court Liaison notifies the City's employee voice mail system or the unit employee is notified of the cancellation by the court directly prior to noon on that court day. When the unit employee is notified of a cancellation after noon for a morning or afternoon subpoena, the unit employee is compensated for both morning and afternoon pay. The unit employee does not need to check the City's employee voice mail system by 5:00 p.m. the same court day to be eligible for the on call pay.

If a unit employee's court appearance is required within 2½ hours following the end of their assigned work shift (night shift), they shall be compensated at one and a half (1½) times their base hourly rate for "bridge time" and actual work hours resulting from said court appearance.

#### G. Range Training

Police Sergeants and Lieutenants shall be paid at their regular rate of pay for attendance at "Range (weapons) Training", for three (3) hours minimum per training. This only applies when the Range Training does not occur during the unit employee's regular shift.

#### H. Work Schedules

1. Police Sergeants shall work either the "4-10" work schedule or "3-12.5+10" work schedules, depending on assignments as outlined below.
2. The basic work schedule for Sergeants assigned to the patrol division shall be three consecutive 12.5-hour workdays per week and one additional ten (10) hour makeup workday every fourth week so that every four (4) weeks unit Sergeants are scheduled to work one hundred sixty (160) hours. The basic work hours for patrol shifts shall be:
  - Day shift: 0600-1830 hours
  - Night shift: 1800-0630 hours.

Each Sergeant shall be paid for hours worked in each pay period.

3. Police Sergeants assigned to Professional Standards and Training, Investigations, Traffic and Special Enforcement Detail will work a "4-10" schedule (the specific days to be determined by the supervisor of each unit). The schedule for each Sergeant will be established to be a regular set schedule with all four (4) workdays being consecutive days. Any hours worked in excess of the Sergeant's regular schedule shall be compensated as overtime. The only exception will be when a Sergeant flexes their schedule with prior supervisor approval. No Sergeant will be required to flex their regular schedule to avoid the City compensating for overtime.

4. Police Captains and Lieutenants shall work the "4-10" work schedule. This schedule consists of four (4) ten (10) hour work days in each seven (7) day period, with three (3) consecutive days off.
5. If a unit employee that is 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 their 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 their next scheduled work shift, by an amount of time equivalent to that spent in the court appearance; or
  - b. The employee may leave their next scheduled work shift early, by an amount of time equivalent to that spent in the court appearance.
6. Unit employees will cooperate to the fullest possible extent in voluntary signup for "hireback" and other overtime.
7. The start and end time of employees' regular work shifts and work schedules (as defined above) shall be at the sole discretion of the Police Chief. Unit employees will be provided seven (7) calendar days' notice when their regular hours or work schedule is to be changed.
8. The City agrees that it is responsible for keeping accurate accounting of all hours worked to ensure that employees are compensated and scheduled for makeup days as necessary to carry out the objectives of these schedules.
9. Shift selection is based on seniority and occurs three (3) times per year.

#### I. Shift Trades

Unit employees have the right to trade shifts with their colleagues at the same rank subject to the following conditions:

1. Both employees agree to the shift trade voluntarily.
2. A supervisor approves the shift trade. Supervisors will not unreasonably deny a 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. Traded shifts should fall in the same two week pay period. 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.

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 their Sick Leave deducted. For example, if Police Sergeant A agrees to work the shift for Police Sergeant B and prior to the shift, Police Sergeant A calls in sick and does not work the shift, Police Sergeant A's Sick Leave is deducted and Police Sergeant B gets credit for the shift.

## J. Police Specialty Assignment Rotation

### 1. Specialty Assignment Rotation Policy

The policy for specialty position assignments is intended to address issues of equity and performance. For purposes of this policy, the following positions fall into the specialty position category:

- Investigation
  - Detective Sergeant (Including those assigned to task forces)
  - Special Enforcement Detail Sergeant (Narcotics and Gangs)
- Traffic Sergeant
- Professional Standards and Training Sergeant
- Administrative Lieutenant
- Field Training Coordinator

A unit employee assigned to a Specialty Position will remain in that position for a minimum period of three (3) 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 unit employee to return to former position, staffing requirements, reorganization or performance issues, or a decision by the Police Chief.

The standing duration for a Specialty Position assignment is three (3) years. A unit employee holding a Specialty Position may receive two (2) one-year extensions at the conclusion of the three (3) year assignment.

It is the sole responsibility of the employee to submit a memorandum to the Police Chief via the chain of command at least thirty (30) days prior to the end of their original appointment date within the specialty assignment they are currently assigned to request an extension.

Those extensions will be based upon documented job performance and the approval of the Police Chief. For purposes of this policy, documented job performance will include that performance articulated in the unit employee's annual performance evaluation, Personnel Incident Reports (PIRs) and counseling memorandums.

At the conclusion of the above-described five (5) year maximum assignment period the position will be opened to interested, eligible personnel. A unit employee holding a Specialty

Position may reapply for that position or another Specialty Position. Assignments extending beyond five (5) years may be made on a year-by-year basis.

A unit employee in a Specialty Position who applies and is selected for another Specialty Position would then serve in that assignment for the minimum three (3) year period and would be eligible to be selected for two (2) one- year extensions as described above.

The Police Chief has the sole discretion to determine who shall receive a special assignment and has absolute discretion regarding the assignment and reassignment of employees to special assignments. 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.

## 2. Rules of Evidence and Procedure for Employees Removed from Special Assignments

Any unit employee removed from a Specialty Pay position for non-disciplinary reasons may file a written appeal with the City Administrator within ten (10) days of receiving notice of removal, in accordance with the following:

- a. Hearings shall be conducted by the City Administrator or their designee.
- b. The question to be decided is whether the City abused its discretion in removing the unit member 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 unit member 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 employee shall have the right to cross-examine any witness called to testify by the City. During the presentation of the employee'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 their designee, shall decide all questions of procedure and evidence.
- l. The City Administrator, or their designee, shall issue a written decision within thirty (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 their designee.
- m. The decision of the City Administrator shall be final and binding. If the City Administrator 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 their designee, on 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.

## **ARTICLE 10 - MEAL PERIODS**

Police employees assigned to Patrol and the Detective Bureau will receive a paid thirty (30) minute meal break because they are available to respond immediately to calls for service during their meal break.

Police Captains and the Administrative Lieutenant are provided with a one-hour unpaid meal break.

## **ARTICLE 11 – RETIREMENT**

1. Unit 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. The City does not participate in Social Security.
  - a. Tier I - PERS 3% @ 50 FORMULA – For Classic Members, the employees will contribute the full nine (9) percent member contribution via payroll deduction.
  - b. TIER II - 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.
  
2. The City does not participate in Social Security.

**ARTICLE 12 - MEDICAL INSURANCE**

- A. The City will provide access to medical insurance through the California Public Employees' Retirement System (CalPERS). 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:
  1. For active employees:  
 The City shall pay up to 100% of the plan selected, up to a maximum of:
    - \$744 per month for employee only
    - \$1,623 per month for employee+1
    - \$2,076 per month for employee+2
  
  2. For retirees, if hired prior to November 21, 1995:  
 The City shall pay up to 100% of the plan selected, up to a maximum of:
    - \$735 per month for employee only
    - \$1,542 per month for employee+1
    - \$1,972 per month for employee+2  
 Once the retiree attains eligibility for Medicare coverage, the City's contribution shall be up to a maximum of:
    - \$599 per month for employee only
    - \$1,406 per month for employee+1
    - \$1,836 per month for employee+2
  
  3. For retirees, if hired on or after November 21, 1995:  
 The City shall pay the CalPERS minimum mandated contribution.

- B. 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 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.
- C. Retirees will have access to the CalPERS Health Benefit Program in accordance with CalPERS regulations.
- D. Unit employees who were hired into the PPMA unit prior to January 1, 2020, and who opt out of medical coverage will receive a medical opt-out payment. The opt-out payments are as follows:
- \$400 per month for employee only
  - \$607.75 per month for employee+1
  - \$1,001 per month for employee+2
- E. Employees hired or promoted into PPMA after January 1, 2020, who opt out, will receive an opt out amount of \$400 per month.
- F. Employees promoted into PPMA that had elected to opt out as a PPOA member will retain the same benefit amount they received prior to promotion. If the employee chooses City coverage after promotion, and later decides to opt out, they will receive \$400 per month.
- G. 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 their 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.
- H. Health Reimbursement Arrangement
- City and PPMA representatives are willing to participate in the exploration and possible development of an employee paid pre-funded post-employment (retirement) benefit program for employees hired after November 21, 1995.

## ARTICLE 13 - OTHER INSURANCE BENEFITS

### A. 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, 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 PPMA representatives before any reduction of dental insurance coverage.

### B. Optical Insurance

The City agrees to provide all employees covered by this Memorandum of Understanding optical insurance. 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 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 PPMA representatives before any reduction of optical insurance 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 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 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.

### D. 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 employee's earnings, rounded to the next \$1,000 with a maximum of \$150,000 of coverage, \$1,000 for spouse, registered domestic partner and children over the age of six (6) months.

### E. Flexible Spending Account

The City agrees to continue an IRS Section 125 Flexible Spending Accounts Program.

## 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 PTO on the following basis with the maximum accrual twice the annual accrual plus 100 hours (as noted in the table below):

1. Following completion of the first six months of continuous service, 40 hours; thereafter up to and including three (3) years of service, 3.08 hours (80 hours annually) for each completed bi-weekly pay period of service;
2. Upon completion of three (3) years of service and thereafter up to and including ten (10) years of service. 4.62 hours (120 hours annually) for each completed bi-weekly pay period of service;
3. Upon completion of ten (10) years of service and thereafter 6.46 hours (168 hours annually) for each completed bi-weekly pay period of service.

Years of Service	Accumulation Rate	Maximum Accumulation
0-3 years	3.08 hrs/pay period – or 80 hours annually	160 hours + 100 hours = 260 hours
3-10 years	4.62 hrs/pay period – or 120 hours annually	240 hours + 100 hours = 340 hours
10+ years	6.46 hrs/pay period – or 168 hours annually	336 hours + 100 hours = 436 hours

A completed biweekly pay period is defined as a 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 PTO

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 Police Chief or their designee. They 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 regular PTO bank or their Extraordinary Vacation Leave Bank when taking PTO.

### 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.

#### D. Employees Not Granted PTO Use

Should a unit employee be unable to utilize PTO, after requesting leave in a reasonable time (at least two (2) weeks) prior to reaching their PTO maximum, the City agrees to cash out forty (40) hours of PTO from the unit employee's regular PTO bank at the employees base hourly rate of pay in effect at the time of the cash out. Requests for PTO will not be unreasonably denied.

### **ARTICLE 15 - SICK LEAVE & ALTERNATIVE HEALTH AND WELLNESS 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.

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 three (3) 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.

#### 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 in 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.
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 1<sup>st</sup> will receive \$250 in their first paycheck in July.
2. In addition to the \$250, unit members who use thirteen (13) hours of leave or less of AHW leave between July 1 – June 30 will be given \$1,000 in their first paycheck 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 1<sup>st</sup> of each year, and those who meet the criteria will have the twenty-four (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 less than twenty-six (26) hours of AHW leave between July 1 – June 30 will be given \$500 in their 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 1<sup>st</sup> of each year, and those who meet the criteria will have the twelve (12) hours converted to PTO prior to the annual allocation of AHW leave.

## C. AHW Upon Separation

Upon separation, employees with accrued, unused hours in their AHW banks, shall be paid out according to the following:

Years of Service	Rate
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%

## D. Conversion of Sick Leave to CalPERS Service Credit

Pursuant to the City's contract with CalPERS, unused sick leave that is not paid as cash may be converted to service credit as permitted under the CalPERS regulations.

## E. Frozen Sick Leave

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 15<sup>th</sup> of each year to receive the cash out with the last paycheck in December.

Frozen sick leave has no cash value at the time of separation from employment.

#### F. 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.

### **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, 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. Leave must be completed during the three months after the death of the person for whom leave is being taken for. Bereavement leave will comply with California's AB 1949.

### **ARTICLE 17 - OTHER LEAVE PROVISIONS**

#### A. Annual Leave Buy Back

Annually, by December 15<sup>th</sup>, employees may submit an irrevocable election form to receive payment of accrued leave in the following year under the following conditions:

1. To be eligible for the Leave Buy Back, employee must utilize forty (40) hours of PTO in the preceding 12 months.
2. 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 eighty (80) hours remain in the PTO bank.
3. 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 2025 will be for the December 2026 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.

Leave cash outs as outlined in this article may be paid in cash or as a deferred compensation contribution, at the employee's option, within the applicable IRS limits.

#### B. Industrial Accident Leave

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. 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.

#### D. 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.

#### E. Other Leaves

The City Administrator may grant a leave of absence without pay to a unit member at their sole discretion.

#### F. Catastrophic Leave Bank

The City agrees to permit employees to voluntarily contribute accrued FLSA comp time, non-FLSA compensatory time, or PTO hours to City employees, who have exhausted available accrued leave time under emergency conditions.

The City and PPMA agree that a catastrophic leave bank shall be created for unused/reimbursed donated hours to be retained for use by PPMA members elected by the PPMA.

G. Management Leave – Police Captains

1. Police Captains shall receive eighty (80) hours of management leave per calendar year. The use of management leave shall be at the discretion of the Police Chief.
2. Management Leave is credited to employees' Management Leave bank in January. Hours are prorated for new employees.
3. Management leave may be used for leave purposes and has no cash value.
4. 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 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
12. One "floating holiday" in each 12-month period; effective at the beginning the fiscal year and may be taken on such date as requested by the employee subject to supervisor's approval.

B. 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.

### C. Holiday in-lieu leave

1. 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 regular rate of pay.
2. Holiday Leave would be prorated at time of hire/separation.
3. Pursuant to applicable regulations, Holiday-in-Lieu hours shall be reported for those applicable Unit Members to CalPERS in the pay period in which they were earned, regardless of when paid.

### D. Holiday Pay

1. Effective January 1, 2026, unit employees will no longer accrue holiday-in-lieu leave and shall receive a five point seventy-five percent (5.75%) pay differential applied to their base rate of pay. This differential shall be reflected in the salary schedule referenced in appendix A.
2. To the extent permitted by law, the City shall report Holiday pay as compensation earnable pursuant to CCR 571(a)(5) of Title 2 for Classic members and CCR 7522.34 and 571.1 (b)(4) for PEPRA members.

### E. Holiday Closure Pay

1. All unit employees active as of December 22, 2025, will be credited with 20 hours of holiday closure leave. Use of hours are subject to the normal approval process. Employees unable to use Holiday Closure leave will receive pay for unused hours on the last paycheck in June 2026.
2. Effective January 1, 2026, unit employees will no longer accrue holiday closure leave and shall receive a two percent (2%) pay differential applied to their base rate of pay. This differential shall be reflected in the salary schedule referenced in appendix A.

## **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 - CITY PROVIDED VEHICLES**

The City shall update the Vehicle Use Policy (No. 348) as soon as feasibly possible.

The Police Department positions who are authorized to have a take home vehicle assigned to them shall be as follows:

- Captains
- Administrative Lieutenant
- Patrol Lieutenant
- Traffic Sergeant (Motorcycle)
- Investigative Sergeant
- Special Enforcement Detail Sergeant

## **ARTICLE 21 – 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 their immediate supervisor without undue delay. If, after this discussion, they do not believe the problem has been satisfactorily resolved, they shall have the right to discuss it with their 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, they 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 their 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 their 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 their 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 their designated representative, shall discuss the grievance with the unit employee, their representative, if any, and with other appropriate persons. The Police Chief (or designee) shall render their 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 designee), or within twenty-five (25) calendar days following submittal of the written grievance to the Police Chief if no decision is rendered by the Police Chief (or designee), 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, their representative, if any, and with other appropriate people. 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 their own choosing in preparing and presenting their appeal at any level of review.
3. The unit employee and their 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 their 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, they 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 Human Resources. 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 their designated representative(s), shall select an impartial third party to serve as the arbitrator.
- b. If the City's representative and the grievant, or their 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 their 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 - 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. Either party may request to meet and confer over the impacts that the invalidation of any section, clause, or provision causes.

## **ARTICLE 24 – TOTAL COMPENSATION SURVEY**

The parties agree the components outlined in Appendix C will be used should the City complete a Total Compensation Survey for police employees.

## **ARTICLE 25 - TERM**

Beginning with the start of the first full pay period following ratification of this MOU by the City Council.

The terms of this Memorandum are to remain in full force and effective July 1, 2025, and remain in effect through June 30, 2027.

In the event of a financial emergency promulgated by any State or Federal action that substantially increases City costs related to health insurance, retirement benefits, and/or any

other employee benefits or substantially reducing City revenue, 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.

FOR THE CITY:

FOR PPMA:

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Jennifer Lampman, City Administrator

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Brian Olivo, Mastagni Holstedt

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Rosanna Ramirez, Deputy City  
Administrator

---

Tom McKenzie, PPMA President

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Alice Burnett, Director of  
Human Resources

---

David Radomski, PPMA Vice-President

---

John Martinez, PPMA  
Treasurer/Secretary

## APPENDIX "A" - JOB CLASS AND SALARY SCHEDULE

Placentia Police Management Association (PPMA)

EFFECTIVE JULY 1, 2025

JOB CLASS	STEP A			STEP B			STEP C			STEP D			STEP E		
	Hr.	Monthly	Annual												
POLICE SERGEANT	58.27	10,100.13	121,201.60	61.42	10,646.13	127,753.60	64.73	11,219.87	134,638.40	68.23	11,826.53	141,918.40	71.92	12,466.13	149,593.60
POLICE LIEUTENANT	70.20	12,168.00	146,016.00	73.99	12,824.93	153,899.20	77.99	13,518.27	162,219.20	82.19	14,246.27	170,955.20	86.63	15,015.87	180,190.40
POLICE CAPTAIN	82.26	14,258.40	171,100.80	86.71	15,029.73	180,356.80	91.38	15,839.20	190,070.40	96.32	16,695.47	200,345.60	101.52	17,596.80	211,161.60

EFFECTIVE JANUARY 1, 2026

JOB CLASS	STEP A			STEP B			STEP C			STEP D			STEP E		
	Hr.	Monthly	Annual												
POLICE SERGEANT	62.79	10,883.60	130,603.20	66.18	11,471.20	137,654.40	69.75	12,090.00	145,080.00	73.52	12,743.47	152,921.60	77.49	13,431.60	161,179.20
POLICE LIEUTENANT	75.64	13,110.93	157,331.20	79.72	13,818.13	165,817.60	84.03	14,565.20	174,782.40	88.56	15,350.40	184,204.80	93.34	16,178.93	194,147.20
POLICE CAPTAIN	88.64	15,364.27	184,371.20	93.43	16,194.53	194,334.40	98.46	17,066.40	204,796.80	103.78	17,988.53	215,862.40	109.39	18,960.93	227,531.20

EFFECTIVE JULY 1, 2026

JOB CLASS	STEP A			STEP B			STEP C			STEP D			STEP E		
	Hr.	Monthly	Annual												
POLICE SERGEANT	65.30	11,318.67	135,824.00	68.83	11,930.53	143,166.40	72.54	12,573.60	150,883.20	76.46	13,253.07	159,036.80	80.59	13,968.93	167,627.20
POLICE LIEUTENANT	78.67	13,636.13	163,633.60	82.91	14,371.07	172,452.80	87.39	15,147.60	181,771.20	92.10	15,964.00	191,568.00	97.07	16,825.47	201,905.60
POLICE CAPTAIN	92.19	15,979.60	191,755.20	97.17	16,842.80	202,113.60	102.40	17,749.33	212,992.00	107.93	18,707.87	224,494.40	113.77	19,720.13	236,641.60

Monthly and Annual Salary are only approximate rates based on the Hourly conversion.

## APPENDIX "B"- 1995 INSURANCE CHANGES

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 for 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.

PLACENTIA agrees that PPMA 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 COMENSATION SURVEY COMPONENTS

The parties agree the following components will be used to guide future Total Compensation Surveys as to employees covered by this MOU:

- 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 twelve (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
- Longevity - Maximum amount provided.
- Employee Retiree Contributions - Any contributions paid by employee toward retirement plan (either employer or employee portion but paid by employee)



Agenda Item No: 1.e

## PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: February 3, 2026

Submitted by: Alice Burnett

From: Human Resources

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### Subject:

**RESOLUTION TO ADOPT A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PLACENTIA AND THE PLACENTIA CITY EMPLOYEES' ASSOCIATION**

### Financial Impact:

Fiscal Impact:

Placentia City Employees' Association

Total: Estimated \$134,500 increase of FY25-26 for term of agreement

### Summary:

The City and the Placentia City Employees' Association have engaged in good faith labor negotiations and have reached terms on the wages, hours, and working conditions for their respective employees.

### Recommendation:

Recommended Action: It is recommended that the City Council:

1. Adopt Resolution No. R-2026-05, A Resolution of the City Council of the City of Placentia, California, approving a Memorandum of Understanding for the Placentia City Employees' Association (PCEA) for the period July 1, 2025, through June 30, 2026; and
2. 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.

### Discussion:

The MOU between the City and the PCEA expired on June 30, 2025. City representatives have been in discussion with the labor group representatives during the past nine months. Although the City and Association participated in both pre and post impasse processes, the City and Association were able to come to an agreement on terms for a successor MOU.

The terms for this MOU include the following compensation and benefit adjustments:

1. Term: July 1, 2025 – June 30, 2026.
2. Compensation: 2.75% cost of living adjustments for PCEA classifications effective January 1, 2026.

3. Medical Contribution: Increase city contributions effective January 1, 2026, to \$744/month for employee only, \$1,623/month for employee +1, and \$2,076/month for employee +2 or more.
4. Holiday Closure pay: continue Holiday leave for the holiday closure for the term of the agreement.
5. Standby compensation for Public Works Maintenance increased from \$250 to \$300 per week.
6. Added Standby compensation for IT Technicians for \$100 per weekend.
7. Added or increased holiday standby pay to \$50 for any assigned holiday.
8. Holiday pay enhancement for Public Safety Dispatchers and Public Safety Supervisors.
9. Boot allowance for eligible employees increased from \$325 to \$400 per year.
10. Contract Language: The contract language has been reviewed and revised for clarity, conformance with applicable laws, and to reflect the actual practices within the City. The contract language revisions, while significant, are not economic items and are intended to communicate more clearly the parties' agreements.
11. All other components shall remain in the Memorandum of Understanding and will remain in full force and effect for the term of the agreement.

**Fiscal Impact Summary:**

The total increased cost for this memorandum of understanding is estimated to be \$134,500 for the term of the agreement.

**Attachments**

[Resolution No. R-2026-05.docx](#)

[PCEA MOU Final 2026.02.pdf](#)

**RESOLUTION NO. R-2026-05**

**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, 2025, THROUGH JUNE 30, 2026**

**A. Recitals.**

WHEREAS, pursuant to the provisions of the Meyers-Milias-Brown Act (Government Code Section 3500 et seq.) the City of Placentia's designated negotiation team 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, the City and Association has been in discussions over the past nine (9) months; and

WHEREAS, the City and Association participated in both pre and post impasse processes; 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.

**A. Resolution.**

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

Section 1: Resolution R-2023-58 adopting the Memorandum of Understanding for the Placentia City Employees' Association 23-25, dated July 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 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, 2025, and attached hereto is approved.

**APPROVED and ADOPTED this 3<sup>rd</sup> day of February 2026.**

\_\_\_\_\_  
Chad P. Wanke, 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 3<sup>rd</sup> day of February 2026, by the following vote:

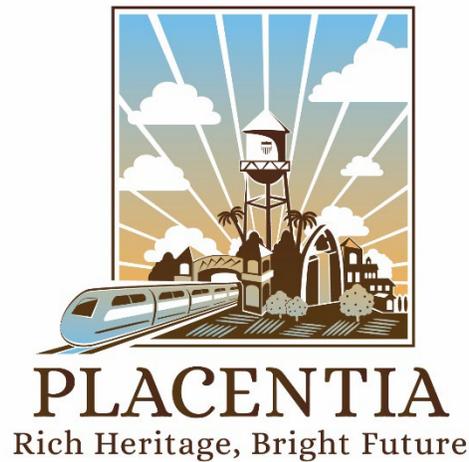
AYES:	COUNCILMEMBERS:
NOES:	COUNCILMEMBERS:
ABSENT:	COUNCILMEMBERS:
ABSTAIN:	COUNCILMEMBERS:

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

APPROVED AS TO FORM:

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

Exhibit A: Memorandum of Understanding with the Placentia City Employees' Association



## MEMORANDUM OF UNDERSTANDING

Between

THE CITY OF PLACENTIA  
(CITY)

and

PLACENTIA CITY EMPLOYEES' ASSOCIATION  
(PCEA)

July 1, 2025 – June 30, 2026

No. PCEA 25-26  
Adopted February 3, 2026, Resolution No. R-2026-05

## **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**

Effective the first full pay period following January 1, 2026, the salary range will be increased by two point seventy five percent (2.75%). Individuals will receive an adjustment of two point seventy five percent (2.75%) related to the change in the salary schedule.

### **B. 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.

### **C. 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.

#### D. 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.

#### E. Payroll Processes

Unit employees will be paid on a bi-weekly basis.

### **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 of 5% 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.

#### 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. The City and Association agree to permit one dispatcher per shift to leave the premises during their designated break period to conduct a voluntary lunch run for themselves and/or their team, subject to operational needs and supervisor approval.
  - i. One (1) dispatcher per shift may leave the premises during their break period for the sole purpose of purchasing lunch for themselves and/or other dispatchers on duty.
  - ii. Participation in the lunch run is strictly voluntary and must be approved in advance by the supervisor to ensure adequate shift coverage is maintained.
  - iii. The dispatcher conducting the lunch run shall notify their supervisor of the anticipated return time and may not exceed the allotted break period without prior authorization.
  - iv. This arrangement shall not be considered an entitlement and may be temporarily suspended or denied based on staffing limitation, emergency needs, or other operational requirements.
  - v. Nothing in this section shall preclude the City and Union from mutually agreeing to expand or modify the terms of this provision based on staffing limitations, emergency needs, or other operational requirements.
- f. Hours of work for each work schedule are determined by the Public Safety Communications Manager 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 Manager retains discretion to modify shift selection/assignment when they believe 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 they have 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 January 1, 2026, the standby compensation will increase from \$250 to \$300 per week for serving seven (7) consecutive days on standby and additional \$50 for any assigned holiday.
6. If the employee is called out to work overtime while on standby, they shall be compensated with overtime for a minimum of two (2) hours. No additional compensation shall be paid for any subsequent callouts 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 unless directed otherwise. If the employee must be dispatched to another location, they 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.

- a. Effective January 1, 2026, the standby compensation for any assigned holiday will increase from \$25 to \$50 per assigned holiday on standby.

If the employee is called out to work overtime while on standby, they shall be compensated with overtime for a minimum of two (2) hours. No additional compensation shall be paid for any subsequent callouts 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, they shall be paid portal to portal.

### C. IT Technician Standby and Call Back

Effective the beginning of the pay period following City Council approval of the MOU, the Information Technology Technician assigned to weekend standby shall receive \$100 for weekend coverage as assigned by the department (typically Thursday – Sunday) and an additional \$50 for any assigned holiday.

If the employee is called out to work overtime while on standby, they shall be compensated with overtime for a minimum of two (2) hours. No additional compensation shall be paid for any subsequent callouts 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.

Employees required to respond to emergencies remotely for at least 15 minutes shall be compensated with overtime for a minimum of one (1) hour. No additional compensation shall be paid for any subsequent remote responses within the original one-hour minimum period.

### D. 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.

### E. 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, they 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 one-hundred ninety-five (195) compensatory time off hours. 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 (such as Commission meetings or community meetings as assigned) 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, 2025, the minimum contribution is: \$158.00/month.
- For coverage effective January 1, 2026, the minimum contribution is: \$162.00/month.

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

Effective January 1, 2026, City contributions are as follows:

Employee Only	\$ 744.00 per month
Employee +1	\$1,623.00 per month
Employee +2	\$2,076.00 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	\$ 400.00 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, 2025, the minimum contribution is: \$151.00/month.
- For coverage effective January 1, 2026, the minimum contribution is: \$157.00/month.

## 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 their 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)	\$ 400.00

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 their 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 time 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:

<b>Years of Service</b>	<b>Accrual Rate</b>	<b>Maximum Accumulation</b>
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 their designee. They 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. 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 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.

### **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 1<sup>st</sup>, will receive \$250 with the first paycheck 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 AHW leave to their PTO bank (subject to PTO bank maximums). The employees must submit an election form requesting the conversion by June 1<sup>st</sup> 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 AHW leave to their PTO bank (subject to PTO bank maximums). The employees must submit an election form requesting the conversion by June 1<sup>st</sup> 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 1<sup>st</sup> 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.

<b>Years of City Service at Time Cash Out is Requested or Upon Retirement</b>	<b>Reimbursement Value of Frozen Sick Leave</b>
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 15<sup>th</sup>, 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 15<sup>th</sup> 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 employees' 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 Human Resources at their 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. Leave must be completed during the three months after the death of the person for whom leave is being taken for. Bereavement leave will comply with California’s AB 1949.

**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

B. Holiday Closure:

City to provide forty (40) hours of leave for use during the holiday closure. Employees who are not working between December 19, 2025, and January 4, 2026, 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 2026. 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 19, 2025, and January 4, 2026, to be eligible. Any time not utilized or paid out will be forfeited effective June 30, 2026.

C. Floating Holidays

Unit employees receive two floating holidays at the beginning of each fiscal year. Unused floating holiday hours as of June 1<sup>st</sup> 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 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.

1. Effective January 1, 2026, for employees who work the holiday, the holiday will be paid the same number of holiday hours worked.

**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 they 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 XIX - 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 they 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
- Public Safety Communications Supervisor
- Public Safety Dispatcher
- Public Works Inspector
- Police Records Technician
- Senior Building Inspector
- Senior Code Enforcement Officer

will be provided a boot allowance of \$325 to be paid with the first paycheck in July. This is a taxable benefit as no receipt is required for payment.

- Effective January 1, 2026, the Boot Allowance will increase from \$325 to \$400 per year.
- Effective January 1, 2026, upon depletion of the annual allowance, an employee may request additional reimbursement for the replacement of work boots due to excessive wear or damage. Such requests shall be subject to the approval of the department head and must be related to the employee's official duties.

#### 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
- Public Safety Communications Supervisor
- Public Safety Dispatcher
- Police Records Technician

#### 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 Human Resources 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 they 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 re-employed. When a re-employment list is to be used to fill vacancies, the Director of Human Resources 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, they does not believe the problem has been satisfactorily resolved, they 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, they 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 their 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, they 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, they 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, they 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 Human Resources. 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 Department 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 1<sup>st</sup> and December 15<sup>th</sup>. The Department Head will review the request and if they agrees to initiate a request for a classification review, they will submit the request to the Human Resources Department by January 15<sup>th</sup>.

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, 2026.

## SIGNATURES

FOR THE CITY:

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Jennifer Lampman  
City Administrator

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Rosanna Ramirez  
Deputy City Administrator

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Alice Burnett  
Director of Human Resources

FOR PCEA:

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Veronica Rodarte,  
OCEA Senior Labor Relations  
Representative

---

OCEA Labor Relations Specialist

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Eddie Rodriguez,  
PCEA President

---

Manny Tovar  
PCEA Vice President

---

Kevin Koura  
PCEA Member at Large

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Carolina Torres,  
PCEA Member at Large

---

Sheila Rodriguez,  
PCEA Member at large

## APPENDIX "A" - JOB CLASS AND SALARY SCHEDULE

Placentia City Employees' Association (PCEA) – Effective January 1, 2026

JOB CLASS	STEP A			STEP B			STEP C			STEP D			STEP E		
	Hr.	Monthly	Annual												
ACCOUNT CLERK	22.29	3,863.60	46,363.20	23.49	4,071.60	48,859.20	24.75	4,290.00	51,480.00	26.09	4,522.27	54,267.20	27.51	4,768.40	57,220.80
ACCOUNTING TECHNICIAN	26.18	4,537.87	54,454.40	27.59	4,782.27	57,387.20	29.08	5,040.53	60,486.40	30.66	5,314.40	63,772.80	32.30	5,598.67	67,184.00
ADMINISTRATIVE ASSISTANT	26.04	4,513.60	54,163.20	27.44	4,756.27	57,075.20	28.93	5,014.53	60,174.40	30.50	5,286.67	63,440.00	32.13	5,569.20	66,830.40
ADMINISTRATIVE SPECIALIST	27.88	4,832.53	57,990.40	29.38	5,092.53	61,110.40	30.96	5,366.40	64,396.80	32.63	5,655.87	67,870.40	34.39	5,960.93	71,531.20
BUILDING INSPECTOR	33.23	5,759.87	69,118.40	35.04	6,073.60	72,883.20	36.93	6,401.20	76,814.40	38.92	6,746.13	80,953.60	41.02	7,110.13	85,321.60
BUILDING PERMIT TECHNICIAN	26.18	4,537.87	54,454.40	27.59	4,782.27	57,387.20	29.08	5,040.53	60,486.40	30.66	5,314.40	63,772.80	32.30	5,598.67	67,184.00
CITY CLERK SPECIALIST	27.88	4,832.53	57,990.40	29.38	5,092.53	61,110.40	30.96	5,366.40	64,396.80	32.63	5,655.87	67,870.40	34.39	5,960.93	71,531.20
CODE ENFORCEMENT OFFICER	30.47	5,281.47	63,377.60	32.10	5,564.00	66,768.00	33.84	5,865.60	70,387.20	35.66	6,181.07	74,172.80	37.60	6,517.33	78,208.00
COMMUNITY SERVICES COORDINATOR	27.88	4,832.53	57,990.40	29.38	5,092.53	61,110.40	30.96	5,366.40	64,396.80	32.63	5,655.87	67,870.40	34.39	5,960.93	71,531.20
COMMUNITY SERVICES OFFICER	24.89	4,314.27	51,771.20	26.22	4,544.80	54,537.60	27.64	4,790.93	57,491.20	29.13	5,049.20	60,590.40	30.70	5,321.33	63,856.00
CRIME PREVENTION OFFICER	25.53	4,425.20	53,102.40	26.91	4,664.40	55,972.80	28.36	4,915.73	58,988.80	29.89	5,180.93	62,171.20	31.50	5,460.00	65,520.00
CUSTODIAN	21.54	3,733.60	44,803.20	22.70	3,934.67	47,216.00	23.92	4,146.13	49,753.60	25.21	4,369.73	52,436.80	26.58	4,607.20	55,286.40
DEVELOPMENT SERVICES COORDINATOR	30.47	5,281.47	63,377.60	32.10	5,564.00	66,768.00	33.84	5,865.60	70,387.20	35.66	6,181.07	74,172.80	37.60	6,517.33	78,208.00
ENGINEERING AIDE	20.64	3,577.60	42,931.20	21.76	3,771.73	45,260.80	22.94	3,976.27	47,715.20	24.17	4,189.47	50,273.60	25.48	4,416.53	52,998.40
ENVIRONMENTAL COMPLIANCE OFFICER	31.24	5,414.93	64,979.20	32.92	5,706.13	68,473.60	34.70	6,014.67	72,176.00	36.58	6,340.53	76,086.40	38.55	6,682.00	80,184.00
EQUIPMENT MECHANIC	28.15	4,879.33	58,552.00	29.67	5,142.80	61,713.60	31.27	5,420.13	65,041.60	32.96	5,713.07	68,556.80	34.74	6,021.60	72,259.20
EXECUTIVE ASSISTANT TO CITY ADMINISTRATOR	31.87	5,524.13	66,289.60	33.59	5,822.27	69,867.20	35.41	6,137.73	73,652.80	37.31	6,467.07	77,604.80	39.33	6,817.20	81,806.40
FACILITIES MAINTENANCE TECH	27.99	4,851.60	58,219.20	29.50	5,113.33	61,360.00	31.10	5,390.67	64,688.00	32.77	5,680.13	68,161.60	34.54	5,986.93	71,843.20
FACILITIES MAINTENANCE TECH II	29.56	5,123.73	61,484.80	31.16	5,401.07	64,812.80	32.85	5,694.00	68,328.00	34.62	6,000.80	72,009.60	36.49	6,324.93	75,899.20
GIS SPECIALIST	26.04	4,513.60	54,163.20	27.44	4,756.27	57,075.20	28.93	5,014.53	60,174.40	30.50	5,286.67	63,440.00	32.13	5,569.20	66,830.40
GIS TECHNICIAN	29.34	5,085.60	61,027.20	30.92	5,359.47	64,313.60	32.58	5,647.20	67,766.40	34.35	5,954.00	71,448.00	36.20	6,274.67	75,296.00
HUMAN RESOURCE TECHNICIAN	29.34	5,085.60	61,027.20	30.92	5,359.47	64,313.60	32.58	5,647.20	67,766.40	34.35	5,954.00	71,448.00	36.20	6,274.67	75,296.00
INFORMATION TECHNOLOGY SPECIALIST	39.57	6,858.80	82,305.60	41.54	7,200.27	86,403.20	43.62	7,560.80	90,729.60	45.80	7,938.67	95,264.00	48.09	8,335.60	100,027.20
INFORMATION TECHNOLOGY TECH	33.23	5,759.87	69,118.40	35.04	6,073.60	72,883.20	36.93	6,401.20	76,814.40	38.92	6,746.13	80,953.60	41.02	7,110.13	85,321.60
MAINTENANCE CREW LEADER	28.73	4,979.87	59,758.40	30.28	5,248.53	62,982.40	31.90	5,529.33	66,352.00	33.63	5,829.20	69,950.40	35.45	6,144.67	73,736.00
MAINTENANCE WORKER	25.53	4,425.20	53,102.40	26.91	4,664.40	55,972.80	28.36	4,915.73	58,988.80	29.89	5,180.93	62,171.20	31.50	5,460.00	65,520.00
MANAGEMENT ASSISTANT	29.32	5,082.13	60,985.60	30.91	5,357.73	64,292.80	32.58	5,647.20	67,766.40	34.34	5,952.27	71,427.20	36.19	6,272.93	75,275.20
MEDIA SERVICES SPECIALIST	30.47	5,281.47	63,377.60	32.10	5,564.00	66,768.00	33.84	5,865.60	70,387.20	35.66	6,181.07	74,172.80	37.60	6,517.33	78,208.00
OFFICE ASSISTANT	20.12	3,487.47	41,849.60	21.20	3,674.67	44,096.00	22.34	3,872.27	46,467.20	23.55	4,082.00	48,984.00	24.81	4,300.40	51,604.80
OFFICE CLERK	22.29	3,863.60	46,363.20	23.49	4,071.60	48,859.20	24.75	4,290.00	51,480.00	26.09	4,522.27	54,267.20	27.51	4,768.40	57,220.80
OFFICE SPECIALIST	23.74	4,114.93	49,379.20	25.02	4,336.80	52,041.60	26.38	4,572.53	54,870.40	27.79	4,816.93	57,803.20	29.29	5,076.93	60,923.20
PARKING CONTROL OFFICER	21.54	3,733.60	44,803.20	22.70	3,934.67	47,216.00	23.92	4,146.13	49,753.60	25.21	4,369.73	52,436.80	26.58	4,607.20	55,286.40
PLANNING AIDE	20.64	3,577.60	42,931.20	21.76	3,771.73	45,260.80	22.94	3,976.27	47,715.20	24.17	4,189.47	50,273.60	25.48	4,416.53	52,998.40

Monthly and Annual Salary are only approximate rates based on the Hourly conversion.

**APPENDIX “A” CONTINUED**

**PLACENTIA CITY EMPLOYEES’ ASSOCIATION (PCEA) – EFFECTIVE JANUARY 1, 2026**

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
PLANNING TECH	26.18	4,537.87	54,454.40	27.59	4,782.27	57,387.20	29.08	5,040.53	60,486.40	30.66	5,314.40	63,772.80	32.30	5,598.67	67,184.00
POLICE CIVILIAN INVESTIGATOR	34.47	5,974.80	71,697.60	36.34	6,298.93	75,587.20	38.31	6,640.40	79,684.80	40.37	6,997.47	83,969.60	42.55	7,375.33	88,504.00
POLICE PROPERTY TECHNICIAN	30.78	5,335.20	64,022.40	32.45	5,624.67	67,496.00	34.20	5,928.00	71,136.00	36.05	6,248.67	74,984.00	38.00	6,586.67	79,040.00
POLICE RECORDS TECHNICIAN	30.78	5,335.20	64,022.40	32.45	5,624.67	67,496.00	34.20	5,928.00	71,136.00	36.05	6,248.67	74,984.00	38.00	6,586.67	79,040.00
POLICE SERVICE OFFICER	24.89	4,314.27	51,771.20	26.22	4,544.80	54,537.60	27.64	4,790.93	57,491.20	29.13	5,049.20	60,590.40	30.70	5,321.33	63,856.00
POLICE SERVICES SUPERVISOR	36.20	6,274.67	75,296.00	38.16	6,614.40	79,372.80	40.23	6,973.20	83,678.40	42.39	7,347.60	88,171.20	44.69	7,746.27	92,955.20
PUBLIC SAFETY COMMUNICATION SUPERVISOR	47.01	8,148.40	97,780.80	49.55	8,588.67	103,064.00	52.22	9,051.47	108,617.60	55.04	9,540.27	114,483.20	58.00	10,053.33	120,640.00
PUBLIC SAFETY DISPATCHER	33.84	5,865.60	70,387.20	35.66	6,181.07	74,172.80	37.60	6,517.33	78,208.00	39.62	6,867.47	82,409.60	41.76	7,238.40	86,860.80
PUBLIC WORKS INSPECTOR	32.80	5,685.33	68,224.00	34.58	5,993.87	71,926.40	36.44	6,316.27	75,795.20	38.41	6,657.73	79,892.80	40.48	7,016.53	84,198.40
SENIOR ACCOUNTING TECHNICIAN	29.34	5,085.60	61,027.20	30.92	5,359.47	64,313.60	32.58	5,647.20	67,766.40	34.35	5,954.00	71,448.00	36.20	6,274.67	75,296.00
SENIOR ADMINISTRATIVE ASSISTANT	30.47	5,281.47	63,377.60	32.10	5,564.00	66,768.00	33.84	5,865.60	70,387.20	35.66	6,181.07	74,172.80	37.60	6,517.33	78,208.00
SENIOR BUILDING INSPECTOR	33.61	5,825.73	69,908.80	35.44	6,142.93	73,715.20	37.35	6,474.00	77,688.00	39.36	6,822.40	81,868.80	41.49	7,191.60	86,299.20
SENIOR BUILDING PERMIT TECHNICIAN	29.34	5,085.60	61,027.20	30.92	5,359.47	64,313.60	32.58	5,647.20	67,766.40	34.35	5,954.00	71,448.00	36.20	6,274.67	75,296.00
SENIOR CODE ENFORCEMENT OFFICER	33.23	5,759.87	69,118.40	35.04	6,073.60	72,883.20	36.93	6,401.20	76,814.40	38.92	6,746.13	80,953.60	41.02	7,110.13	85,321.60
SENIOR CUSTODIAN	26.29	4,556.93	54,683.20	27.72	4,804.80	57,657.60	29.21	5,063.07	60,756.80	30.78	5,335.20	64,022.40	32.46	5,626.40	67,516.80
SENIOR ENGINEERING AIDE	29.56	5,123.73	61,484.80	31.16	5,401.07	64,812.80	32.85	5,694.00	68,328.00	34.62	6,000.80	72,009.60	36.49	6,324.93	75,899.20

Monthly and Annual Salary are only approximate rates based on the Hourly conversion.

## **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.

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 causal 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 they 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.



Agenda Item No: 1.f

## **PLACENTIA CITY COUNCIL AGENDA REPORT**

Meeting Date: February 3, 2026

Submitted by: Chris Tanio

From: Public Works

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### **Subject:**

**AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT WITH AGA ENGINEERS, INC. FOR ON-CALL TRAFFIC ENGINEERING SERVICES**

### **Financial Impact:**

#### Fiscal Impact:

Expense: \$175,000 Amendment No. 1 Contract Not-to-Exceed Amount over 3-Years

Budget: \$150,000 FY 2025-26 Operating Budget (101-80200-6400)

### **Summary:**

On January 14, 2025, the City Council approved a Professional Services Agreement (PSA) with AGA Engineers, Inc. (AGA) along with four other traffic engineering consulting firms to provide on-call traffic engineering services specifically in support of addressing matters related to the City's Traffic Management Center (TMC). Each agreement included a 3-year term with a not-to-exceed contract amount of \$50,000 over the entire term. Later that month, the City's Transportation Manager left the City which resulted in an increased need for on-call traffic engineering services beyond TMC support. Over the past year, AGA has been performing a majority of the traffic engineering work and the City has been satisfied with the work to date. As a result, Staff recommends approval of Amendment No. 1 to the PSA to increase the not-to-exceed amount from \$50,000 to \$175,000 over the initial 3-year term.

### **Recommendation:**

Recommended Action: It is recommended that the City Council:

1. Approve Amendment No. 1 to a Professional Services Agreement with AGA Engineers, Inc. to provide additional on-call traffic engineering services in a new not-to-exceed amount of \$175,000; and
2. Authorize the City Administrator, and/or her designee, to execute the necessary documents in a form approved by the City Attorney.

### **Strategic Plan Statement:**

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

### **Discussion:**

On January 14, 2025, the City Council approved a PSA with five traffic engineering firms: AGA, Advantec Engineers, Kimley-Horn and Associates, Iteris, and AET, to provide on-call traffic engineering services specifically in support of addressing matters related to the City's

TMC. Each agreement included a 3-year term with a not-to-exceed contract amount of \$50,000 over the entire term. Later that month, the Transportation Manager position became vacant which resulted in an increased need for on-call traffic engineering services beyond TMC support. These services included reviewing signalized intersection timing and cycle lengths, supporting current signal synchronization projects, investigating traffic signal contractor work, and preparing grant applications for future signal synchronization projects.

Over the past year, AGA has been performing a majority of the traffic engineering work due to their previous experience working with the City and their understanding of the City's current and future needs. The City has been satisfied with AGA's work to date. AGA currently provides on-call traffic engineering services to cities of similar size to Placentia such as La Habra, Laguna Niguel, San Dimas.

Staff has also utilized Advantec for traffic engineering related work but not to the extent of AGA. The other firms have not been used due to either their involvement in supporting other signal synchronization projects led by other cities, Staff's understanding of their expertise related to a specific task, or the firm being unavailable due to current workload. Staff recommends approval of Amendment No. 1 to the PSA to increase the not-to-exceed amount from \$50,000 to \$175,000 over the initial 3-year term.

**Fiscal Impact Summary:**

The recommended actions will approve Amendment No. 1 to the Professional Services Agreement with AGA, increasing the total contract amount by \$125,000 for the remainder of the term, for a revised not-to-exceed contract amount of \$175,000. Sufficient funds exist for the recommended actions. The future cost of the services will be proposed in the operating budgets for future fiscal years.

**Attachments**

[Attachment 1\\_Placentia On-Call TE - AGA signed Amendment No. 1.pdf](#)

[Attachment 2\\_\(Fully Executed\) AGA Engineers, Inc. - Agreement for On-Call Traffic Engineering from 1-14-25.pdf](#)

**AMENDMENT NO. 1 TO  
PROFESSIONAL SERVICES AGREEMENT  
PROVISION OF ON-CALL TRAFFIC ENGINEERING SERVICES WITH AGA ENGINEERS,  
INC.**

This Amendment No. 1 (“Amendment”) to Professional Services Agreement is made and entered into effective the 3rd day of February, 2026, by and between the CITY OF PLACENTIA, a Charter City and Municipal Corporation (“CITY”), and AGA Engineers, 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 January 14, 2025 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 contract not-to-exceed amount by an additional \$125,000.00.

(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, Paragraph 1 of the Agreement is hereby amended to read as follows:

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit “A”. Consultant’s total compensation shall not exceed One Hundred Seventy-Five Thousand Dollars (\$175,000), unless authorized herein.

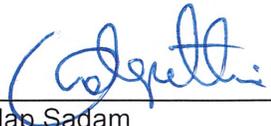
2. Except as specifically modified herein, all of the terms, conditions and provisions of the Agreement shall remain in full force and effect.

3. The Agreement, all amendments together with this Amendment No. 1 and all Exhibits attached thereto, constitutes the entire Agreement between the Parties and supersedes all prior negotiations, arrangements, representations, and understandings, if any, made by or between the Parties with respect to the subject matter hereof. No amendment or other modification of the Agreement, as modified by this Amendment No. 1 shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

4. Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Amendment No. 1 and that such execution is binding upon the entity for which he or she is executing this document.

IN WITNESS WHEREOF, the Parties have caused Amendment No. 1 to the Consulting Services Agreement are to be executed as of the day and year first above written.

CONSULTANT

By:  \_\_\_\_\_  
Chalap Sadam  
President

CITY OF PLACENTIA

By: \_\_\_\_\_  
Jennifer Lampman  
City Administrator

ATTEST:

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

APPROVED AS TO FORM:

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

**CITY OF PLACENTIA  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
AGA Engineers, Inc.**

THIS AGREEMENT is made and entered into this 14<sup>th</sup>, day of January, 2025 (“Effective Date”), by and between the CITY OF PLACENTIA, a municipal corporation (“City”), and AGA Engineers Inc., a California corporation] (“Consultant”).

**WITNESSETH:**

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide On-Call Traffic Engineering Services, as more fully described herein; and

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

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

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

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

**1.0. SERVICES PROVIDED BY CONSULTANT**

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

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

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

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

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

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

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

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

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

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

## 2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A". Consultant's total compensation shall not exceed Fifty Thousand Dollars (\$50,000), unless authorized herein.

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "Scope of Services", an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services. Such increase in additional fees shall be limited to 10% of the total contract sum. The City Administrator is authorized to approve a Change Order for such additional services. Where the original contract is \$40,000.00 or less, City Council approval shall be required prior to any increase bringing the total compensation to more than \$40,000.00.

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

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

## 3.0. TIME OF PERFORMANCE

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

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of

performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Consultant is encountered, a time extension may be mutually agreed upon in writing by the City and the Consultant. The Consultant shall present documentation satisfactory to the City to substantiate any request for a time extension.

#### 4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of 35 months, ending on December 3, 2027, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. The term of the Agreement may be extended for one additional two-year term based on Contractor performance and at the discretion of the City.

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. Insurance. The Consultant 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 "B" attached hereto and incorporated herein by this reference.

Neither the City nor any of its officers, officials, 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. 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.

5.3. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages, as well as providing the City with the 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 "C" and incorporated herein by this reference.

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

## 6.0. GENERAL PROVISIONS

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

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

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

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

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

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

IF TO CONSULTANT:

AGA Engineers, Inc.  
211 Imperial Hwy, Ste 208  
Fullerton, CA, 92835  
Tel: (714) 992-4592

Attn: Chalap Sadam

IF TO CITY:

City of Placentia  
401 E. Chapman Ave.  
Placentia, CA 92870  
Tel: (714) 993-8121

Attn: Kyra Tao

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 protect, defend, indemnify, and hold free and harmless the City, its officers, officials, agents, employees, and volunteers, at Consultant's sole expense, from and against any and all claims, liabilities, demands, actions, expenses, damages, suits, or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of or in any way connected with the performance of the Consultant, its employees, and/or authorized subcontractors' work undertaken pursuant to this Agreement including all acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of the Consultant, its employees and/or subcontractors. The defense obligation provided for hereunder shall apply whenever any claim, action, complaint or suit asserts liability against the City, its officers, officials, agents, employees, and volunteers 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, and whether or not there is any evidence of fault or wrongdoing by the Consultant, its employees and/or its subcontractors. 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 7920.000 *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 7924.510, 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. Consultant's duties and services under this Agreement shall not include preparing or assisting the City with any portion of the City's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City. The City shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project, if any, have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Consultant pursuant to this Agreement.

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

6.16. Prohibited Employment. Consultant will not employ any regular employee of City while this Agreement is in effect. Furthermore, Consultant will comply with the following:

- (a) Unauthorized Aliens. Consultant hereby represents and warrants that it will comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of any work and/or services under this Agreement, and should any liability or sanctions be imposed against City for such use of

unauthorized aliens, Consultant hereby agrees to reimburse City for any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration awards, settlements, damages, demands, orders, or penalties which arise out of or are related to such employment, together with any and all costs, including attorneys' fees, incurred by City.

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

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

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

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

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

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

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

6.23. Waiver. The delay or failure of either party at any time to require performance or

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

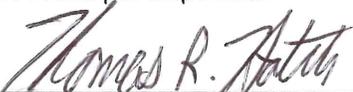
6.24. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other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

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

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

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

CITY OF PLACENTIA,  
A municipal corporation

  
\_\_\_\_\_  
Thomas R. Hatch, Interim City Administrator

Date: 1/27/25

ATTEST:

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

CONSULTANT:

  
\_\_\_\_\_  
Signature

Date: 12/12/2024

Chalap K. Sadam, President  
Name and Title

85-1124118  
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

  
Christian L. Bettenhausen, City Attorney

Date: 1/23/25

APPROVED AS TO INSURANCE:

  
Risk Management

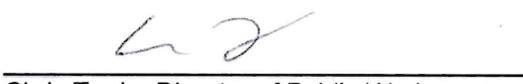
Date: 01-24-2025

APPROVED AS TO CONTENT:

  
Kyra Tao, Project Manager

Date: 1/21/2025

DEPARTMENTAL APPROVAL:

  
Chris Tanio, Director of Public Works

Date: 1/22/25

**EXHIBIT A**  
**CONSULTANT'S PROPOSAL AND SCOPE OF WORK**



## Schedule of Hourly Rates May 2024

President / Executive Vice President	\$ 280
Vice President	\$ 260
Director of Project Development	\$ 240
Principal Transportation Engineer / Principal Engineer	\$ 240
Senior Design Engineer / Senior Transportation Engineer II	\$ 220
Senior Transportation Engineer I	\$ 210
Senior Project Engineer & Project Manager	\$ 200
Senior Project Engineer / Senior Associate	\$ 195
Transportation Engineer III / Advanced System Integrator	\$ 195
Transportation Engineer II	\$ 185
Transportation Engineer I / Senior System Integrator	\$ 175
Senior Signal Systems Specialist / Construction Inspector	\$ 175
Design Engineer/Signal Systems Specialist III	\$ 165
Associate Transportation Engineer III / Systems Engineer II	\$ 165
Associate Transportation Engineer II / Signal System Specialist II	\$ 155
Signal System Specialist I / Project Coordinator	\$ 145
Associate Transportation Engineer I / Associate Engineer II / Systems Engineer I	\$ 145
Associate Engineer I / Signal Technician II	\$ 135
Assistant Engineer / Assistant Project Coordinator	\$ 130
Signal Technician I	\$ 120
Transportation Engineering Assistant	\$ 110
Engineering Aide III	\$ 100
Traffic Enumerator / Engineering Aide II	\$ 85
Engineering Aide I	\$ 75
Council/Commission Meetings, Hearings, etc. (Billing Rate + \$50 Surcharge)	\$ 1,000
Subconsultants will be billed at cost plus 20%	

**Our rates are all inclusive and will remain firm for the duration of the contract. All direct and indirect costs (i.e., mileage, equipment, materials, reproduction and printing, etc.) are included in our fees.**

*Conditions of Usage: The above rates are typically effective for a 12-month period, but AGA maintains the right to change the billing rates at any time for convenience of record keeping. Therefore, all billings will always be at the then current billing rates. This will not affect any agreed upon total or not-to-exceed fees.*

### AGA Engineers, Inc.

211 Imperial Highway, Suite 208, Fullerton, CA 92835  
(714) 992-4592 E-Mail: [aga@agaengineersinc.com](mailto:aga@agaengineersinc.com)

# TECHNICAL PROPOSAL

## On-Call Traffic Engineering Services

August 28, 2024





August 28, 2024

Ms. Kyra Tao, P.E., P.T.P.  
 Transportation Manager  
 City of Placentia  
 401 East Chapman Avenue  
 Placentia, California 92870

**RE: Proposal for On-Call Traffic Engineering Services for the City of Placentia**

Dear Ms. Tao:

AGA Engineers, Inc. (AGA) is pleased to submit this proposal in response to the City of Placentia's Request for Proposal (RFP) dated August 5, 2024, and Q&A Set 1 dated August 19, 2024, and Q&A Set 2 dated August 21, 2024, to provide on-call traffic engineering and signal monitoring services. As specified in the RFP, our proposal will be submitted electronically via [PlanetBids](#). Our Rate Schedule will also be submitted as a separate file.

Our firm's contact information is as follows:

AGA Engineers, Inc.  
 211 Imperial Highway, Suite 208  
 Fullerton, CA 92835  
 P: (714) 992-4592  
 F: (714) 992-2883  
[aga@agaengineersinc.com](mailto:aga@agaengineersinc.com)

The primary contact person for this contract and his contact information is as follows:

Mr. Chalap Sadam, P.E., T.E., President  
 (714) 992-4592  
[chalap@agaengineersinc.com](mailto:chalap@agaengineersinc.com)

AGA is a full-service traffic engineering consulting firm whose engineering staff has been providing as-needed traffic engineering and field support services to many municipalities. We provide assistance with traffic signal design, various types of traffic studies and analyses, plan checking services, grant application support and project administration, traffic signal and communications design, ITS design, traffic signal timing and coordination studies, traffic signal operation management, and other associated traffic engineering services.

We currently provide on-call services to a variety of agencies including Los Angeles County, Orange County Transportation Authority, and the cities of La Habra, Fountain Valley, Huntington Beach, Costa Mesa, Redondo Beach, Laguna Beach, Highland, Laguna Niguel, Whittier, and Montclair. We provide signal monitoring support to the cities of La Habra, Highland, Laguna Niguel, and Fountain Valley. Additionally, AGA provides a contract City Traffic Engineer for the Cities of Victorville and San Dimas.

**AGA Engineers, Inc.**

211 Imperial Highway, Suite 208, Fullerton, CA 92835  
 (714) 992-4592 Email: [aga@agaengineersinc.com](mailto:aga@agaengineersinc.com)

May 20, 2024

Page 2 of 2

We feel there are several key factors as to why AGA is the right choice for the City:

- We have the in-house capability to provide all the traffic engineering services required by the City.
- Our staff have completed more traffic signal coordination projects in Southern California than any other consultant. Our engineers have provided coordinated timing plans for more than 6,500 traffic signals across multiple jurisdictions with a variety of hardware and software platforms.
- AGA's proposed project design team has successfully worked together on numerous traffic signal upgrade and safety projects having completed design plans for approximately 150 traffic signals last year alone.
- We provide coordination between City staff and consultants for traffic requirements related to Capital Improvement Projects (CIP).
- Our staff includes Registered Professional Civil Engineers and Traffic Engineers, as well as IMSA certified Traffic Signal Technicians. This unique combination of skilled professionals allows us to ensure trouble-free projects from the outset of design through implementation and into operations. We do more than simply prepare traffic signal modifications – *we actually make the systems work for our clients.*
- We are capable of providing grant application support for state, federal, and various local funding opportunities as we have done for numerous municipal agencies across Southern California.

The City would be hard pressed to find another consulting firm with staff who are more familiar with the technical complexities of various projects as well as the political importance of success.

The AGA project team is highly qualified to complete projects as defined in the RFP in a professional, timely, and cost-effective manner. Key staff members previous and current work for public agencies has provided them with a unique understanding of the desires and needs of our municipal clients so that we "get it right" the first time. This proposal demonstrates our capabilities to provide the services requested per the RFP and describes our team's traffic, transportation and civil engineering expertise and experience and provides local agency references, staff resumes, and details our understanding of the scope of services required by the City.

I, Greg Wong, Vice President, am duly authorized to negotiate with the City and contractually bind the firm with my signature. If you have any questions on any aspect of this proposal, please contact me at (714) 992-4592 or [greg@agaengineersinc.com](mailto:greg@agaengineersinc.com).

Respectfully submitted,

AGA ENGINEERS, INC.



Greg Wong, P.E.  
Vice President





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Resumes of the AGA Team



## Executive Summary

The City of Placentia is seeking professional consultants to provide on-call traffic engineering services. These services are divided into two categories: Traffic Signal Operation Management and Traffic Engineering. AGA Engineers, Inc. (AGA) has the experience and qualifications to conduct all the tasks listed under the Scope of Services in the RFP.

Our proposed project team will be headed by Mr. Chalap Sadam, P.E., T.E., President, who will serve as the Project Manager and be the primary point of contact with the City. He will be supported by Mr. Krishna Patel who will serve as our Quality Assurance/Quality Control Manager, Mr. Ruben Perales, P.E., T.E., Vice President, who will be responsible for Transportation Engineering and Design tasks, Mr. Greg Wong, P.E., Vice President, who will be responsible for Transportation Planning and Traffic Studies, and Mr. Phillip Fuentes, Senior Signal Systems Specialist, who will be responsible for Traffic Signal Operations and Monitoring Support. The subconsultants we will be working with are Aim Traffic Data, who will be responsible for data collection tasks, and CEJ Engineers, who will be responsible for civil engineering tasks.

It is important to note that AGA has extensive experience working in the City. Since 2010 the AGA Team has conducted numerous traffic studies, prepared traffic signal modification plans at several intersections, prepared several railroad grade separation plans, and developed traffic signal timing plans.

AGA was instrumental in migrating the City's outdated traffic signal central system to the new Econolite Centracs ATMS currently running in the City. A traffic signal communications master plan was prepared by AGA to provide the City with a roadmap for traffic signal communication related improvements that may be implemented through future City projects.

AGA also worked on several of the OCTA Regional Traffic Signal Synchronization Program projects which included corridors traveling through Placentia such as Bastanchury Road, Chapman Avenue, Kraemer Boulevard, Placentia Avenue, Rose Drive, Orangethorpe Avenue, and Yorba Linda Boulevard.



Our experience on these project means that the AGA Team is already highly familiar with the City's expectations and requirements on various types of projects that are critical to City. Therefore, our team can readily be available to provide the City, the needed on-call traffic engineering services immediately.

The following pages outline our team's specific experiences and technical competence, along with references and representative projects in the order specified by the RFP.



## Project Team Organization

### Contact Information:

AGA Engineers, Inc.  
211 Imperial Highway, Suite 208  
Fullerton, CA 92835  
(714) 992-4592  
aga@agaengineersinc.com

**Website:** [agaengineersinc.com](http://agaengineersinc.com)

AGA Engineers, Inc. (AGA) will be the Prime Consultant. AGA is a California S Corporation with 17 employees, many of whom have worked together for at least five years and the executives have worked together for over 20 years, which is a respectable indication of the stability and compatibility of our team.

AGA was founded in 2020 by Mr. Chalap K. Sadam, former Vice President and co-founder of Albert Grover & Associates, which was founded in 1993. The new company was formed after the passing of the founder and CEO, Mr. Albert Grover. After acquiring certain assets from Albert Grover & Associates, and under the leadership of Mr. Sadam, AGA has retained a similar culture and the practices that made our transition seamless to all our clients – largely due to retention of our core team of senior and professional staff who worked under the former company. Our engineers bring more than 30 years of their expertise and experience to AGA allowing us to continue to successfully work for our clients.

### Key Personnel

Our designated Project Manager will be **Mr. Chalap Sadam, P.E., T.E., President**. He will be the Project Manager for all proposed projects/tasks in the RFP and will be the responsible representative for all of AGA's work in the City. As such, he will remain in charge through the contract period and will be the primary point of contact with the City. He will be personally responsible for all project work efforts and deliverables.

As a founding member of AGA and with over 35 years of experience, Mr. Sadam is a recognized expert of traffic signal communications, Intelligent Transportation Systems (ITS), Traffic Management Centers (TMC), centralized traffic signal systems and video management systems. He is an insightful leader among tenured professionals and provides guidance to our junior-level staff. His aim is always to establish the most effective and interactive systems possible for large projects, particularly for projects involving multiple jurisdictions. His ability to facilitate traffic signal synchronization projects makes him a valuable asset for our clients and the AGA team.

Mr. Sadam has been an integral team leader for traffic signal and safety projects including the recent SSARP projects in Fountain Valley, Rialto, and Placentia, as well as the Citywide Traffic Analysis project for the City of Torrance. He provides expertise in the preparation of traffic impact studies, development of transportation planning models to evaluate long range impacts, development of signal coordination master plans, preparation of traffic signal coordination timing plans, design and operation of traffic signal systems, design of intersection improvement plans, traffic signal interconnect plans that include the latest advances in ITS technologies, traffic accident analyses, and recommendation of mitigation measures.

Mr. Sadam has performed traffic studies, feasibility studies, safety studies, Major Investment Studies (MIS), long-term roadway improvement studies, and transportation-related Master Plan studies for countless cities and counties throughout Southern California. He is also well-known for his studies involving Regional Traffic Signal Synchronization Programs (RTSSP), working effectively to promote multijurisdictional cooperation between State (Caltrans), county, and city entities to synchronize traffic signals for multiple major corridors in Orange County, Los Angeles County and the San Bernardino Valley.



In addition to Mr. Sadam's expertise and technical acumen, which ensure successful projects, our clients most appreciate his commitment to establishing the most effective and interactive systems possible for both large and small projects. Whether facilitating award-winning, multi-million-dollar, multi-jurisdictional transportation communications projects, or applying his expertise to single intersection traffic operations, he stands out as a meticulous, innovative planner/designer, and an outstanding leader of the AGA team. He is also an insightful leader among tenured professionals and provides guidance to our junior-level staff.

**Mr. Krishna Patel, Principal Transportation Engineer**, will provide project oversight and quality control for all projects/work products. His attention to detail and valuable insights makes him an excellent overseer of our work products. He has over 41 years of extensive experience with multiple facets of municipal administration, operations, and maintenance. As Director of Public Works at the City of San Dimas, he was responsible for the overall direction, coordination, and management of the department's programs and services. Some of his duties included providing plan checks and inspection of land development projects, inspection of major capital improvement projects including street maintenance, traffic signals, bikeways, sewers, and storm drains. He also supervised the Street Division, overseeing approximately 125 miles of city streets, streetlights, traffic signals and other various public infrastructures.

**Mr. Greg Wong, P.E., Vice President** will be Task Manager for Traffic Study Reviews and Signal Timing tasks. He has over 28 years of experience and has completed numerous projects involving state, local, and private agencies. He is involved with developing transportation safety studies, sight distance analyses, traffic signal and stop sign warrant analyses, signal timing development, capacity and Level of Service (LOS) analyses, and environmental impact report review and analysis. He conducts traffic impact studies and assesses traffic impact fees. He is skilled at conducting trip generation studies, reviewing traffic impact analysis, and using a variety of traffic modeling software for both transportation planning and traffic signal operations purposes. He has provided transportation planning services for a variety of projects such as assessing land development projects, reviewing project development traffic signals and site plans, traffic impact studies/analyses, parking and circulation analyses, and traffic forecasting and modeling.

He has been instrumental in developing hundreds of signal timing plans, including timing plans for almost every city in Orange County under the OCTA traffic signal synchronization program. Mr. Wong has extensive experience with various traffic control systems and both arterial and grid type traffic signal coordination timing. He has developed signal timing for 25 separate arterial signal synchronization projects in Orange County alone. He provided timing and signal coordination for the OCTA Euclid Street Signal Synchronization Demonstration Project to improve traffic flow operations along the interjurisdictional 15-mile corridor of Euclid Street from Imperial Highway to I-405 freeway, coordinating 66 traffic signals. This project became the OCTA template for identifying appropriate procedures and techniques for improving and optimizing traffic carrying capacity of arterial roadway.

Mr. Wong was also responsible for the signal timing and implementation for AGA's extensive project for SBTC to develop traffic signal timing and implementation for approximately 650 intersections covering about 150 miles of arterial highway—a project for which AGA won the CTF 2011 Award as "Local Street Project of the Year," a great honor for the AGA Team.

Mr. Wong has managed numerous Traffic Signal Synchronization Program (TSSP) projects where he analyzed traffic patterns, provided recommendations and designs for upgrading traffic signals to the latest CA MUTCD guidelines, Caltrans standards and ADA guidelines. He also has vast experience with traffic signal operations which he applies to many traffic engineering applications. He is familiar with many of



the traffic signal controller programs and traffic signal central systems as well as running Automated Traffic Signal Performance Measures (ATSPM) data from the central systems. He has developed traffic signal coordination timing plans for over 1,000 traffic signals throughout Southern California. His knowledge of traffic signal operations enables him to evaluate cost-effective safety measures through traffic signal timing, traffic signal modification plans, and safety assessment studies.

Mr. Wong is currently the contract On-Call Traffic Engineering Support for the City of La Habra. He reviews proposed development site and circulation plans, traffic signal plans, and traffic impact studies. He responds to resident concerns regarding parking, red curb/sight distance requests, school traffic, day-to-day traffic signal monitoring, and operations. He currently is a member of La Habra's Traffic Committee and meets monthly with the group to discuss various transportation topics, projects and concerns throughout the City of La Habra.

**Mr. Ruben Perales, P.E., T.E., Vice President**, will be the designated Task Manager for Plan Development tasks. He has over 21 years of experience completing projects involving state, local, and private agencies. He has prepared design plans and overseen construction of a number of ITS system improvements for multiple OCTA-led and city-led corridor projects, including Adams Avenue, Alicia Parkway, Baker Street-Placentia Avenue, Irvine Center Drive and Malvern Avenue/Chapman Avenue corridors and has also worked on multiple Traffic Signal Synchronization Projects throughout Orange and Los Angeles Counties.

Mr. Perales regularly prepares conceptual improvement plans, signal design plans, signal coordination plans, and intersection improvement plans to upgrade controllers and connect existing fiber for communication purposes. He has prepared plans for Caltrans, the County of Los Angeles, cities of San Dimas and Montclair, as well as various private developers such as Home Depot and Walmart. He conducts field topographic surveys in order to develop design plans to improve intersection safety and update signal hardware to current standards.

His experience also includes street and highway improvement projects, local city projects, private development projects, and Traffic Signal Synchronization Program (TSSP) projects. He conducts level of service analyses, prepares traffic signal signing/stripping plans, prepares detour plans, conducts plan checking, intersection level of service analyses, signal design and signal modification plans and specifications (PS&E), and intersection improvement plans to upgrade controllers and connect existing fiber for communication purposes – often in cooperation with Caltrans.

Mr. Perales currently represents the City of San Dimas as their Contract Traffic Engineer. He is responsible for managing engineering related functions such as warrant studies, roadway and intersection designs, traffic analysis and operations relative to traffic control devices, and review of traffic engineering reports and plans (private developments and City capital improvement projects). As part of AGA's current on-call contract with the City of Laguna Beach, he assists the City with a variety of traffic engineering tasks including traffic studies, speed surveys, traffic calming studies, signing and striping plans, traffic signal operation reviews, and responding to resident concerns related to traffic and transportation.

**Mr. Phillip Fuentes, Senior Signal Systems Specialist**, is our proposed Task Manager for Field Inventory tasks and Implementation Support. He will ensure that the existing traffic signal equipment is inventoried and inspected, and the signal synchronization-related infrastructure at each intersection is assessed to identify possible deficiencies or improvements required. He has been responsible for conducting field reviews of hundreds of signalized intersections, and physically opening controller cabinets and pull boxes



to assess the condition and usability of existing equipment. He is a certified Level 3 Technician with over 35 years of extensive experience in the traffic signal maintenance area.

Mr. Fuentes has technical skills that include everything from installing detector loops and conducting preventative maintenance to installing traffic signal equipment (i.e., intersection cabinets, Opticom, controllers, video detection systems, CCTV cameras, fiber optic communications, Ethernet switches), from troubleshooting and providing technical assistance to contractors and the construction of signal and roadway improvement projects on a day-to-day basis. He creates signal timing charts for new or complex intersections and is highly proficient with all types of communications systems.

Mr. Sadam will be ably supported by other dedicated members of the AGA staff as detailed in our Service Organization Chart. Resumes for the AGA Team are included in the Appendix.

None of our key personnel will be changed for the duration of the contract except by prior approval of the City.

## Subconsultants



**Linscott, Law & Greenspan, Engineers (LLG)** will support the project team with system integration. LLG provides transportation planning, traffic engineering, and parking consulting services to both public agencies and the private sector. Since LLG's founding in 1966, over 10,000 ventures have been completed involving a wide variety of projects throughout Southern California. LLG staff have hands-on experience with traffic signal controllers, cabinets, central signal systems, and other ITS equipment. It should be noted that the AGA Team is intimately familiar with the City's traffic signal communication networks as we have worked on a multitude of traffic signal communication projects within the City. Leading the system integration efforts will be **Mr. Felipe Ortega**, Senior Signal Systems Specialist, whose previous work in Placentia during his years at AGA, and now with LLG, has given him a clear understanding of the city's traffic signal network.

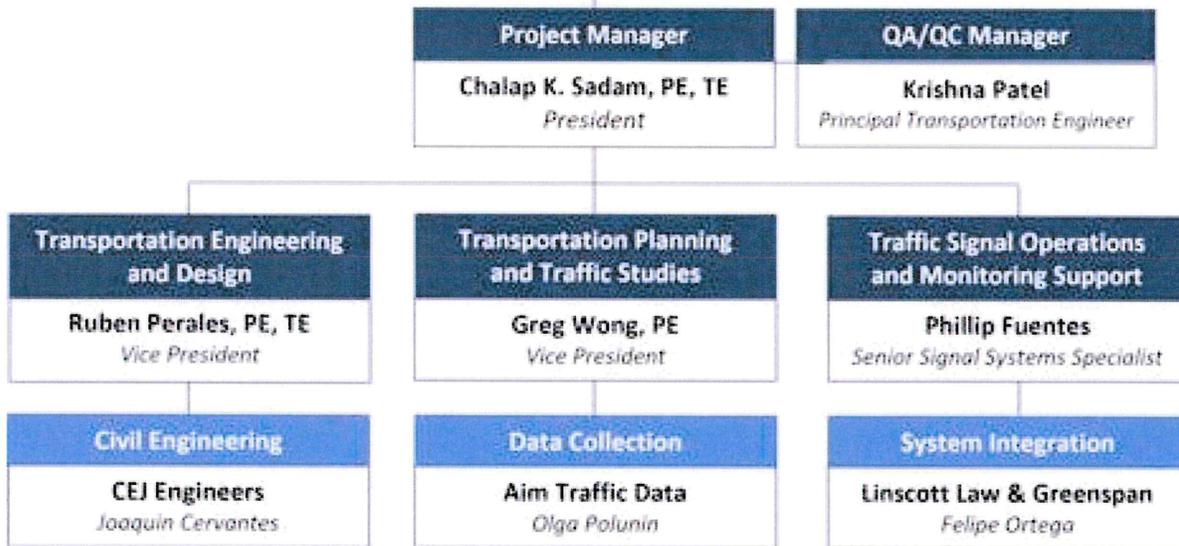


**AimTD LLC**

**Aim Traffic Data, LLC (AimTD)** will conduct traffic data count tasks. They have over 12 years of experience providing accurate traffic data collection. Some of the services AimTD offers include intersection turning movement counts, 24-hour machine counts, 24-hour to 7-day video counts, travel time surveys, queue studies, traffic gap studies, radar spot speed surveys, and bicycle/pedestrian counts. They currently have contracts for collection of traffic counts with the following agencies: Cities of Beverly Hills, Chino, Chino Hills, Costa Mesa, Mission Viejo, Pasadena, Santa Ana, Santa Monica, Tustin, and Yorba Linda as well as Los Angeles Department of Transportation, Orange County Public Works Department, and OCTA. Principals of AimTD are **Ms. Olga Polunin**, President/CEO, and **Mr. Edward Polunin**, COO/Project Manager.



**CEJ Engineers, Inc. (CEJ)** will conduct civil engineering tasks. CEJ is a privately-owned engineering corporation that provides a full range of professional civil engineering dedicated to serving public agencies. They have met the special needs of cities, counties, special districts, as well as state and federal agencies. They offer a full complement of Civil Engineering, Traffic Engineering and Surveying capabilities. CEJ staff have extensive experience in preparing street construction plans, drainage studies, utility coordination, master plans, and preparing PS&E for various projects in accordance with local and regional standards and policies. Principals of CEJ are **Mr. Joaquin Cervantes**, P.E., Project Manager/Principal, **Mr. Miguel Esparza**, P.E., Senior Engineer, and **Mr. Carlos Ureña**, P.L.S., Land Surveyor.



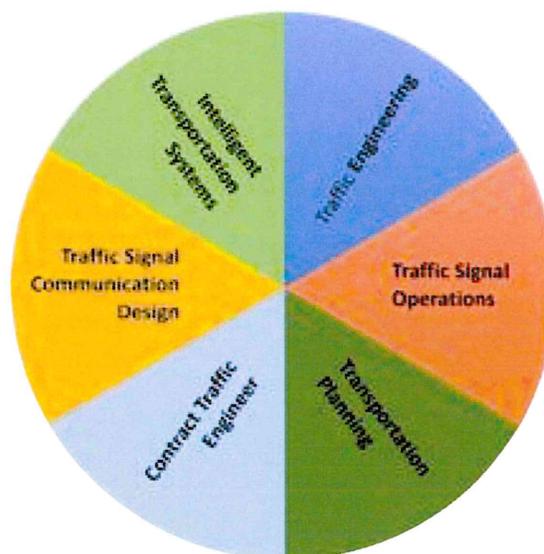
<b>Support Staff</b>	
<b>Henry Hernandez, PE</b> <i>Principal Transportation Engineer</i>	<b>Dowling Tsai, PE, TE</b> <i>Senior Transportation Engineer II</i>
<b>Jessica Reyes, PE</b> <i>Senior Transportation Engineer I</i>	<b>Sohan Sadam</b> <i>Systems Engineer I</i>
<b>Jorge Sanchez, EIT</b> <i>Associate Transportation Engineer I</i>	<b>Vannessa Pedroza</b> <i>Associate Transportation Engineer I</i>
<b>Giselle Hernandez</b> <i>Associate Transportation Engineer I</i>	<b>Lucy Ott</b> <i>Assistant Engineer</i>
<b>Phillip J. Fuentes</b> <i>Signal Technician I</i>	



## Firm Experience

AGA is a multidiscipline engineering firm specializing in municipal and transportation engineering. Through utilization of today's most sophisticated, computer-aided equipment by highly skilled and talented professional engineers and technicians, we are able to provide clients with quality, cost-effective, professional services in a timely manner. Our services are not just routine, but rather the application of experience and knowledge to properly identify a problem and provide the most appropriate and cost-effective solution. Each project is unique and carried out with the highest degree of pride and professionalism with a dedication to satisfy the client's needs. We offer professional services ranging from the planning and conceptual design stage through the construction supervision and "as-built" stage, placing us among the forerunners in the full-circle service concept.

AGA's wide range of services offered can be divided into six primary areas of expertise: traffic engineering, day-to-day traffic signal operations, transportation planning, traffic signal communication design, operational control of traffic signal systems, and City Traffic Engineer staffing. While we are well known and respected for our work in all of these areas, we are perhaps best known for our widespread knowledge and experience in the field of multijurisdictional traffic signal design and coordination. It should also be noted that AGA operates over 200 traffic signals on behalf of five jurisdictions in Southern California. Those traffic signals are remotely monitored and controlled from the Traffic Management Center located in AGA's Fullerton office.



Our approach to providing professional services and projects is to do more than simply provide labor or prepare design plans and study reports – *we actually improve traffic operations and safety in everything we touch*. We are not a company that simply provides engineering labor to complete client designated tasks; rather, AGA provides a high level of intellectual support to accomplish client objectives. Our unique blend of Civil Engineers, Traffic Engineers, and skilled traffic signal system and communications technicians provides a synergy which results in successful projects beyond client expectations.

We serve as an extension of City staff as well as expert advisors, forming an integrated team to creatively provide solutions to traffic engineering and transportation planning problems. While our designated Project Manager will provide the majority of the management and long-term expertise required, our entire staff will be available and on-call at all times to serve the City. This includes any scheduled meetings at City Hall for both public and City staff liaison, attendance at evening City and neighborhood meetings as required, field studies and analyses, and all other required functions.

Because of our extensive operational experience, we are well versed in responding to complaints relative to signal timing and phasing. We have addressed complaints from residents, commuters, parents of students, police personnel, and City officials. The key to responding to such complaints is to approach each situation with an open mind. The average driver is not a traffic engineer and doesn't view signal operations in the same manner as a traffic engineer. Our philosophy is that we work for the City of Placentia which consists of all its residents.



Our staff has designed and installed various Intelligent Transportation System (ITS) elements including CCTV cameras, fiber optic communication systems, wireless interconnect systems, and serial or Ethernet based systems, as well as upgraded multiple central systems throughout Southern California. We have also provided support services for many Central Management Systems and all related ITS communication equipment and have extensive hands-on experience with the City's existing Econolite ASC/3 and Cobalt controllers. Our extensive ITS experience and support with all forms of troubleshooting and communication will greatly assist in providing as needed training to City staff in all aspects of traffic communication and ITS elements/devices in the City. This will ensure long term reliability and reducing communication downtime to traffic signals and the central system.

### Experience Working with the City of Placentia

Since 2010 the AGA Team has conducted numerous traffic studies, prepared traffic signal modification plans at several intersections, railroad grade separation plans, and traffic signal timing plans. Following is a summary of a few of the projects we were privileged to have undertaken for the City.



For the Packing House development project, the AGA Team prepared a Transit Oriented Development Traffic Study to analyze and evaluate potential traffic impacts in the vicinity of the Metrolink Station, and to provide a comprehensive assessment of the most probable traffic and transportation outcomes. More recently, our team developed mitigation improvements and estimated construction costs for four intersections withing the Packing House area.

As a part of the Caltrans funded Systemic Analysis Report Program (SSARP), the AGA Team conducted a City-wide assessment of collisions to identify targeted modifications in traffic controls and safety improvement projects that could be implemented to address elevated collision rates along roadways and at intersections. The systemic analysis conducted as a part of the assessment pinpointed the highest occurring collision types, identified high-risk corridors and intersections, and determined appropriate countermeasures. Engineers then conducted comprehensive field investigations in order to determine potential traffic control measures and safety improvements specifically designed to reduce the likelihood of future crashes. Ultimately a prioritized list of recommendations was developed and cost estimates determined.

The AGA Team has extensive experience with completing Regional Traffic Signal Synchronization Program (RTSSP) and other multijurisdictional signal timing synchronization projects. For many years our staff has been continuously under contract with Orange County Transportation Authority (OCTA) completing various types of projects. Operating and maintaining traffic signal systems and traffic synchronization projects are the heart of AGA's business. Corridors we have worked on which travel through Placentia are: Chapman Avenue, Orangethorpe Avenue, Placentia Avenue, Bastanchury Road, and Imperial Highway, and Kraemer Boulevard.



## Relevant Project Experience and References

AGA is well qualified to provide the full range of professional traffic engineering services as described in the Scope of Services of the RFP. Based on our understanding of the City's on-call needs, we feel that our most important qualifications relate not only to providing traffic studies and the development of high-quality PS&E documents for projects, but also to problem solving, communication, and a willingness to develop alternative solutions while maintaining public safety. We are proud of our reputation for successfully bringing forward innovative solutions for our clients over the past 30 years. We strongly urge a phone call to any of the persons listed as a reference to ask questions about their experiences working with us.



### **On-Call Traffic Engineering Services - Transportation Planning, Signal Monitoring, Grant Assistance**

City of La Habra  
Mr. Michael Plotnik, Traffic Manager  
110 E La Habra Blvd, La Habra, CA 90631  
(562) 383-4162 || [mplotnik@lahabraca.gov](mailto:mplotnik@lahabraca.gov)

Project Manager: Greg Wong,  
Key Personnel: Ruben Perales, Phillip Fuentes, Chalap Sadam  
Contract Dates: 1993 – present  
Contract amount for Traffic Planning services: \$85,000 per fiscal year  
Contract amount for Signal Monitoring services: \$43,050 per fiscal year  
AGA is under contract to monitor and operate the City's traffic signal control system from the TMC in our offices.

The AGA Team has been providing on-call traffic engineering and transportation planning services to the City since 1993. Services provided include presentations at Traffic Commission, Planning Commission and City Council meetings; traffic signal warrant analyses and subsequent traffic signal designs; residential and school traffic studies; traffic impact analyses; development of press releases and videos for local cable television relative to various traffic engineering issues; preparing grant applications; representation at regional governmental meetings; contract administration and construction management.



### **On-Call Traffic Engineering and Traffic Signal Operation Services**

City of Laguna Niguel  
Mr. Edgar Abrenica, Associate Civil Engineer  
30111 Crown Valley Pkwy, Laguna Niguel, CA 92677  
(949) 362-4338 || [eabrenica@cityoflagunaniguel.org](mailto:eabrenica@cityoflagunaniguel.org)

Project Manager: Ruben Perales  
Key Personnel: Greg Wong, Phillip Fuentes, Chalap Sadam  
Contract Dates: 2021 – present  
Contract amount: \$96,480 per fiscal year  
AGA is under contract to monitor the city's traffic signal system from the TMC in our offices.

AGA has conducted speed surveys, grant application assistance, and traffic signal timing.

## On-Call Traffic Engineering Services



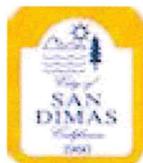
### On-Call Traffic Engineering Services

City of Costa Mesa  
 Mr. Raja Sethuraman, Director of Public Works  
 77 Fair Dr, 4th Fl, Costa Mesa, CA 92628  
 (714) 754-5343 | | rsethuraman@costamesaca.gov

Project Manager: Chalap Sadam  
 Key Personnel: Greg Wong, Ruben Perales, Phillip Fuentes  
 Contract dates: 2010 - present  
 Contract amount: \$25,000 per fiscal year

Staff regularly conduct field investigations and plan checks, prepare signal timing plans, and monitors the traffic signal system. Our technicians are responsible for responding to emergency traffic signal control and communications issues and have assisted the City in developing a state-of-the-art Ethernet communications network and converting from a legacy VMS traffic signal control system to Centrac ATMS.

The AGA Team has also completed regional traffic signal synchronization projects for the City along the following corridors: Placentia Avenue/Baker Street, Sunflower Avenue, and Bear Street.



### On-Call Traffic Engineering Services

City of San Dimas  
 Ms. Shari Garwick, Director of Public Works  
 245 E Bonita Ave, San Dimas, CA 91773  
 (909) 394-6248 | | sgarwick@sandimasca.gov

Project Manager: Ruben Perales  
 Key Personnel: Greg Wong, Phillip Fuentes, Chalap Sadam  
 Contract dates: 2014 – present  
 Contract amount: \$60,000 per fiscal year

The AGA Team has worked with the City for nearly 20 years. Task orders have included conducting traffic studies, speed surveys, multi-way stop studies, plan check reviews, project reviews, preparing traffic control reports, pedestrian route to school plans, and responding to citizen, business and City Council requests and suggestions, and traffic engineering construction management support services. Our team has also provided traffic signal design services, developed traffic signal timing plans, provided field support to troubleshoot traffic signal and communications issues, and provided grant assistance services.

AGA has designed and implemented the Metro-funded Bonita Avenue Traffic Signal Synchronization project that involved fiber optic communications, CCTV traffic surveillance cameras, video detection systems, controller upgrades and optimized traffic signal timing.



## Project Understanding & Approach

Under various contractual agreements, our staff provides on-call support for signal timing operations for multiple cities throughout Southern California. Our responsibilities include regular monitoring of signal operations and responding to requests from City staff relative to signal timing, construction activities, and citizen complaints. Development, implementation, and maintenance of coordination signal timing plans is critical to optimizing the efficiency of the existing infrastructure. AGA has for many years monitored signal timing for several agencies, ensuring that coordination timing plans are operating as designed.



For several years, AGA staff have monitored and operated traffic signal and camera systems for various cities from our Traffic Management Center (TMC) located in our office. Via our previous work, we are familiar with the traffic patterns of the roadways and are also aware of specific details of the traffic operations on multiple corridors in the City of Placentia.

It is anticipated that both office and field services will be provided, including such tasks as addressing signal timing complaints, signal systems related concerns (offline intersections), signal interconnect and ITS support services, and planning for future traffic signal infrastructure improvements. Coordination with the City's traffic engineering, traffic operations, and signal maintenance staff, as well as any other traffic engineering/maintenance related tasks as requested by the City, will also be included.

We fully understand the importance of dealing with traffic-related problems. Staff at AGA have completed many tasks similar or identical to those anticipated under this contract, and have completed such tasks on time, within budget, and in a manner that meets all the requirements of the agency for which the work was completed, while at the same time placing minimal time and effort requirements on agency staff. The AGA Team possesses all of the necessary qualifications and skills required to successfully provide the as-needed services listed in the RFP. It is always our goal to deliver projects that improve traffic operations, public safety, and the quality of life for residents and visitors.

Based on our understanding of the City's needs, we feel that our most important qualifications relate not only to the development of high-quality PS&E documents, but also to problem solving, technical consensus building, and a willingness to develop alternative solutions while maintaining public safety. In addition to our proficiency in conducting traffic studies, our staff are experts at conducting field reviews and typically "see" operational issues others miss. This expertise has evolved from years of individual experience working on a variety of projects while employed both for public agencies and as consultants. It is always our goal to deliver projects that improve traffic operations, public safety, and the quality of life for residents and visitors.





## Scope of Work

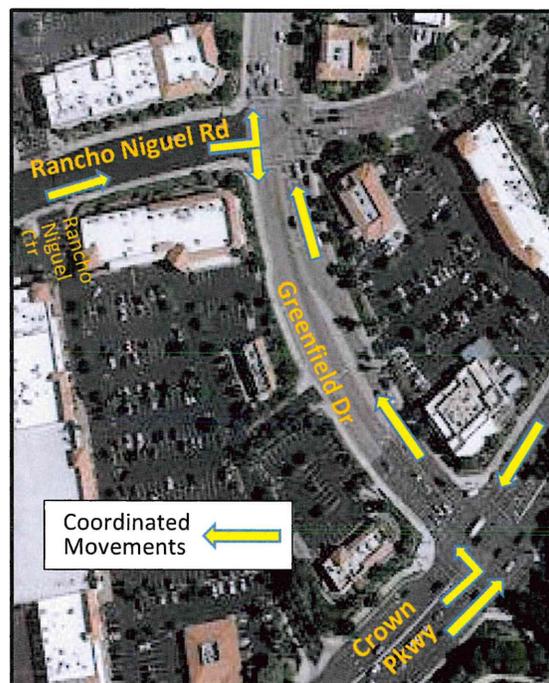
### Traffic Signal Operation Management

AGA operates over 200 traffic signals on behalf of the cities of La Habra, Highland, Laguna Niguel, Fountain Valley, and Montclair. Those traffic signals are remotely monitored and controlled from the Traffic Management Center located in AGA's Fullerton office. Following are the operational traffic signal services we provide to our clients.

### Traffic Signal Timing and System Support

Developing, implementing, and maintaining signal timing plans are all critical to optimizing the efficiency of the existing infrastructure, thus ensuring that coordination signal timing plans are operating as designed. Since traffic patterns change when construction, incidents, and/or new land use development occurs, adjustments to timing plans are often required. Only by frequent monitoring of traffic operations can these signal timing plans be kept current. In addition to AGA's expert traffic engineering staff, the company also employs several experienced traffic signal technicians who are highly skilled and well versed on all types of traffic signal control hardware and systems, video equipment and control systems, communications, networking, and security systems.

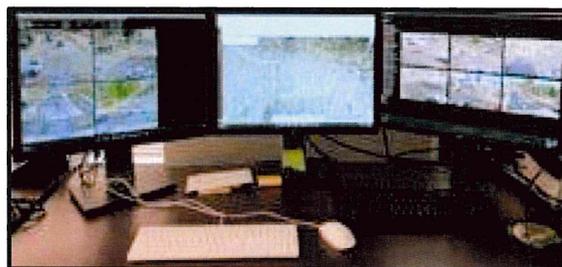
We also often respond to citizen complaints. A recent example is from the Laguna Niguel regarding delays on Rancho Niguel Road. On the day we received the complaint from City staff, we developed a new traffic signal coordination plan and implemented it the following morning. The new plan was integrated with the existing coordination timing plan on Crown Valley Parkway (see adjacent figure). All locations were offline, so AGA staff implemented and fine-tuned the new signal timings in the field. The signal timing adjustments were verified in the field by AGA staff to ensure that the appropriate changes were effective.



*New Rancho Niguel Rd/Greenfield Dr  
Coordination Plan*

### Traffic Signal Operation

AGA operates traffic signal systems for various governmental agencies and does so remotely from our Fullerton office, which includes a Traffic Management Center (TMC). Existing systems include 78 signals using the Econolite Centrac system in Laguna Niguel, 35 signals on an Q-Free Kinetic System in La Habra, 40 signals on a SWARCO (McCain)



*AGA's Q-Free Kinetic Workstation for La Habra*



Transparency system in Montclair, 50 signals on a Q-Free MaxView system in the City of Fountain Valley and 38 signals on a SWARCO QuicNet system in the City of Highland.

One signal timing project involved approximately 650 intersections spread throughout 17 agencies (15 cities, the County, and Caltrans) in the San Bernardino Valley under a multi-year contract with San Bernardino County Transportation Authority (SBCTA, formerly SANBAG). This unique “hands-on” signal experience allowed AGA staff to possess a very realistic understanding of what it takes to adequately serve the public while maintaining political harmony. Our TMC staff also includes signal system specialists with previous field maintenance experience with a local Signal Maintenance Contractor. Our unique staffing often allows us to correct problems before the public starts making complaint phone calls.

#### Traffic Operations and Management

Traffic Signal Programs (TSSP) significantly enhance field communications, upgrade controllers, video detection, and traffic signal timing along the corridor; however, without active oversight and management by the agencies that are operationally responsible, the true effectiveness of the systems will not be realized. Given the variety of central signal systems, controllers and the different communication systems, integration of these systems requires extensive knowledge and expertise. Our staff has in-depth knowledge and experience with integrating, maintaining, and supporting the various signal systems. The table to the right graphically demonstrates the number of corridors we have worked on throughout Southern California. AGA’s experience from previous projects has shown that special attention must be given to:

- Interface modems from wireless to hardwire, fiber optic, telephone drops, etc. interconnect components.
- Communication speed differences for different interconnect and controller types.
- Actuating coordination for differing local controller programs and software versions.
- System controller grouping limitations.
- Local software limitations.
- Using a variety of timing parameters and strategies to achieve shorter cycle lengths.

Our experience with integrating central system hardware (computer servers, workstations, Ethernet switches, modems, port servers, GPS servers) and field elements – including interfacing with traffic signal system vendors, communication systems specialists and respective agency Information Technology staff is key to project success.

#### Traffic Signal Interconnect and Communication

AGA staff have worked on a multitude of traffic signal communication projects. The AGA Team has also designed several miles of fiber optic communications in the cities of Anaheim, Buena Park, Costa Mesa, Brea, Irvine, Rancho Cucamonga, Fountain Valley, Fullerton, and La Habra, to name a few. Our designs include ITS components such as CCTV cameras and Bluetooth travel time devices. Detailed fiber assignments are also included to ensure that agencies have accurate documentation of their fiber assets in order to facilitate integration of the communication and ITS devices into the respective traffic management centers.

#### Signal Timing Related System Improvements

AGA has worked on a multitude of traffic signal design projects. During the past several years, AGA staff have completed designs for various Highway Safety Improvement Project (HSIP) and Regional Traffic

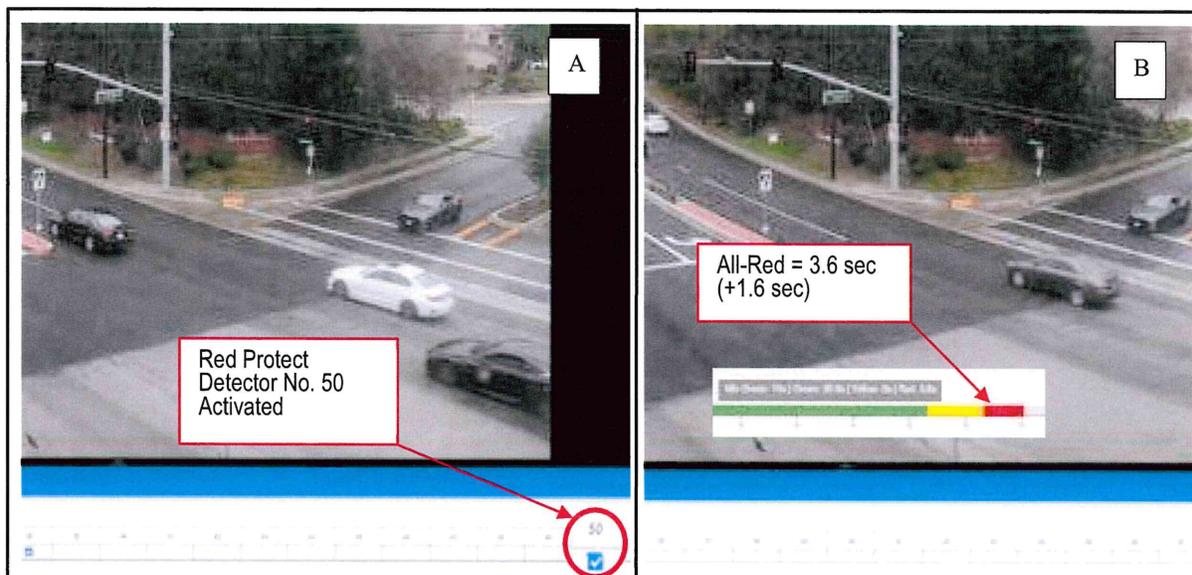


Signal Synchronization Program (RTSSP) projects and other grant funded projects to upgrade outdated traffic signal equipment and implement various safety improvements identified by citywide safety assessments. While completing traffic signal modification designs, AGA staff not only looks at the specific improvements identified in the RFQ, but also all the traffic signal components that may need to be modified or upgraded.

#### Video/Radar Detection Systems

AGA has designed a vast amount of traffic signal equipment improvement plans where new video detection systems have been successfully installed. Our experience and familiarity with different types of video detection systems such as the Iteris Vantage Vector Hybrid system (utilized for advanced dilemma zone detection), Vantage Next system, Vantage Edge II system, the Econolite Autoscope Vision system, and Gridsmart have given us the knowledge to successfully design for the installation of such systems. Understanding these different detection systems and their components allows us to prepare a thorough design that will meet the project objectives. As an example, knowing what type of cable is required for the different types of detection systems is critical in determining if new conduits will be needed or if the cable can be installed in existing conduit. Some systems utilize a single CAT-5E Ethernet cable for power and video, while others require both separate power and coaxial cables for the video requiring more space in the conduit. Fully understanding how these systems work and getting the design right is what saves time and costs during construction.

The red extension timing parameter (available on the Econolite controllers) can increase the all-red of an approach to better clear an intersection to avoid a potential collision with a vehicle running the red light indication. This feature works by utilizing a specific radar zone during the approach all-red indication. The figure below shows the red protect zone (detector number 50) being activated (see Photo A) and the controller program then increases the all-red time from 2.0 seconds to 3.6 seconds, an increase of 1.6 seconds (see Photo B) to avoid a potential collision. The increased all-red time was verified utilizing the central system's split monitor reporting. AGA can assist the City in programming the controllers and assist in the radar detection configurations.



*Sample Red Protect Feature*



### CCTV Cameras



Our designs for hundreds of CCTV camera installations have given us the experience and understanding of factors to consider when completing such designs. It is important to understand design elements such as location of the camera, distance between the camera from the communications switch (to identify whether an Ethernet extender or special long-range CAT-6 cable is required), and existing conduit fill to make sure CCTV cable can be installed.

Staying current on new technology is also very important and it's something that we are constantly working on. Our experience with designing CCTV systems from multiple vendors such as Bosch, Cohu, and Axis will be key in providing the project agencies what they are looking for. The AGA team recently worked on integrating a Cloud-based video management system complete with Firewall security for the City of San Dimas.

### Emergency Vehicle Preemption Systems

Our experience with designing EVP systems for a multitude of cities is a significant asset to the Team. It is important to note that there are different models of EVP systems. In recent years, agencies have been transitioning from the traditional infrared/optical EVP systems to GPS based EVP systems, as is the case with the City of Fountain Valley where the AGA team recently completed the design and integration of over fifty EVP systems.



### Automated Traffic Signal Performance Measures (ATSPM) and ClearGuide

AGA staff are very familiar with working on the Automated Traffic Signal Performance Measures (ATSPM) applications for different systems. We have configured the Econolite Centracs, Iteris SPM, and Q-Free ATSPM applications. In order to obtain accurate ATSPM reporting, it is critical that users accurately configure the detection (lane-by-lane detection, detector channels, detector type and detector distances). The ATSPM reporting can provide guidance on where detection is not working properly, the health of the coordinated system, count data (existing and historical), side street delays and split timing monitoring. AGA has also begun monitoring travel times and congestion using the ClearGuide application. ClearGuide has been utilized in Los Angeles County cities for the past five years and OCTA is now providing licensing for Orange County cities. The main benefit for both ATSPM and the ClearGuide applications is that the data is being continuously evaluated and monitored 24/7.

## Traffic Engineering

Following are examples typical traffic engineering services we commonly provide to our clients.

### Traffic Design Plans

AGA staff have developed and reviewed numerous traffic signal designs, traffic control plans, signing and striping plans, Intelligent Transportation System (ITS) plans, and communication plans for a large number of agencies. While completing traffic signal designs, our staff not only looks at the specific improvements identified, but also conducts inventories of all the traffic signal components which may need to be modified or upgraded.



Our experience with designing traffic signals, and our drive to keep up with the latest requirements of California Manual on Traffic Control Devices (CA MUTCD), Caltrans Standards, and the American Association of State Highway and Transportation Officials (AASHTO) Greenbook allows us to provide a comprehensive design for successful completion of a project. AGA staff are also up-to-date with current ADA requirements. Design activities consist of determining all aspects of right-of-way requirements for street improvements including providing raised median configurations, left and right turn pocket lengths, speed-controlled transitions, lane drops, etc.

#### ITS Design Plans

The AGA team has extensive experience designing, implementing and operating multijurisdictional traffic signal synchronization projects throughout Southern California through OCTA (see map). A partial listing of recent RTSSP projects which AGA completed in the area includes the following:



- Alicia Parkway (Mission Viejo, Laguna Hills, Aliso Viejo, Laguna Niguel, Caltrans)
- La Paz Road (Mission Viejo, Laguna Hills, Aliso Viejo, Laguna Niguel, Caltrans)
- Bolsa Avenue/First Street (Westminster, Santa Ana, Tustin, Caltrans)
- Tustin Avenue/Rose Drive Corridor (Placentia, Anaheim, Orange, Santa Ana, Caltrans)
- Adams Avenue (Huntington Beach, Costa Mesa, Caltrans)
- Antonio Parkway (Rancho Santa Margarita, County of Orange, Caltrans)
- Lake Forest Drive (Lake Forest, Irvine, Laguna Hills, Caltrans)
- MacArthur Boulevard/Talbert Avenue (Santa Ana, Fountain Valley, Huntington Beach)

The purpose of the projects was to develop a signal coordination plan to optimize traffic flow and travel conditions, including the timing plan development, implementation, fine-tuning, and monitoring. The projects consisted of preparation of traffic signal modification plans and traffic signal communication plans for installation of new fiber optic communication ITS systems including CCTV cameras, video detection systems, which were integrated with the respective Traffic Management Centers.

#### Signing and Striping Plans

The AGA Team has prepared signing and striping plans for many of our client cities. Tasks involve conducting a field review to evaluate existing conditions then preparing a 40-scale drawing showing both existing and proposed signing and striping. Modifications might include dual left turn lanes, cat-tracking through the intersection for left turns, removal of a crosswalk, green conflict zones for bicyclists, etc.

#### Review Standard Details

AGA strives to keep up-to-date with the latest state and federal standards to ensure all requirements are being met when completing traffic-related designs. AGA's extensive experience working with a multitude of agencies throughout Southern California has allowed our team to review and work with various standard drawings. Throughout the years we have seen several updates to standard drawings such as

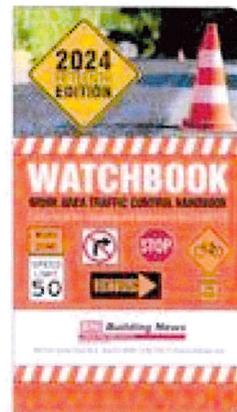


revised curb ramp design standards (8.33% vs. 7.5% slopes), updates to traffic signal pole and foundation dimensions, etc. This experience will be valuable in assisting a city with development of its own standard drawings.

When developing standard plans, it is important that all applicable state and federal standards, such as the CA MUTCD, Caltrans Standard Plans and Revised Standard Plans, Americans with Disabilities Act (ADA) Standards, and the Standard Plans for Public Works Construction, to name a few, be considered to ensure a city is in compliance with all mandated requirements.

#### Traffic Control Plans

AGA staff have extensive experience with both developing and reviewing traffic control plans, and we fully comprehend the details found in the WATCHBOOK. Our Engineers don't just review such plans from a technical perspective, but also consider the context in which the lane and street closures are to be implemented, as well as the traffic characteristics and patterns in the area. Routinely, such reviews involve a site visit to ensure that the design considers all aspects of transportation including pedestrians, bicyclists, transit, motorists, traffic signals, land use, private property access, etc.



#### Traffic Engineering Studies

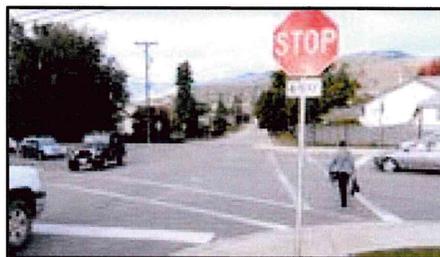
AGA staff have the experience to develop specific circulation plans, general circulation plans, and coordination of these plans with those developed by metropolitan planning organizations. Recommendations from study efforts can provide input for development of a city's CIP projects. Some examples of the various types of studies we have completed for our clients include:

##### Intersection Control Studies

AGA Team members have conducted hundreds of studies for the installation of traffic control devices. Such studies include traffic signal warrant analyses, traffic signal priority lists, pedestrian crossings, multi-stop application studies, and left-turn studies. The purpose of these studies is to evaluate the most appropriate control for the intersection in question.

##### *Multi-Way Stop Warrant Analysis*

The AGA Team is very familiar with the multi-way stop control warrant analysis. The AGA Team has conducted numerous multi-way stop control analyses throughout the years using the CA MUTCD Multi-Way Stop Application. Typically, the collisions at the intersection are reviewed and traffic counts are conducted and evaluated. For many studies, the number of collisions and side street traffic volumes are less than the requirements and therefore the warrant is not satisfied.



However, many of the requests that an agency receives for all-way stop control are mainly due to sight distance concerns.

Per direction from the City, the multi-way stop control analyses could also include a sight distance analysis. The sight distance analysis can either involve a stopping sight distance or corner sight distance analyses. The sight distance analyses can recommend parking restrictions to alleviate any issues regarding sight distance. For any traffic warrant control analysis, field review of the intersection/area is very important.



Understanding traffic patterns, roadway layout/conditions and any obstructions that could interfere with sight distance may not show up in the data collected for the study.

#### *Traffic Signal Warrant Analysis*

The AGA Team has conducted many traffic signal warrant analyses and studies for agencies throughout Southern California. The analysis utilized the CA MUTCD guidelines for Studies and Factors for Justifying Traffic Control Signals (Section 4C.01) and all nine warrants, where applicable. AGA collects and carefully evaluates the count and collision data. Many times, right turning vehicles can be discounted from the count data as vehicles turning right from the side street have adequate gaps in the main street traffic. For the collision assessment, AGA may also need to review the police report to determine the exact cause of an accident.

Along with conducting traffic counts and assessing the traffic collisions, AGA will also evaluate the total delay of an approach during the peak hour. AGA could evaluate the delays using the traffic counts and the Highway Capacity Manual methodology to determine the average delay of a vehicle or conduct traffic delay surveys to assess the delays for each vehicle. If only vehicle delays are the criteria that is satisfied for traffic signal control, AGA will also evaluate what the side street delays would be with a traffic signal. If the proposed traffic signal is to be synchronized with existing signal coordination along a corridor, the side street delay could be actually higher with the traffic signal due to the traffic signal coordination.



One study that the AGA Team evaluated for traffic signal control, showed that with the existing two-way stop control, the side street vehicles had morning and evening delays ranging from 19-36 seconds. If the intersection were to be signalized and part of the traffic signal coordination system (110 second cycle length), the side street delays could be in the 70-90 second range. Therefore, the installation of a traffic signal would cause even further delays than existing conditions. If collisions or sight distance is of concern, a sight distance analysis will also be evaluated. In lieu of a traffic signal due to sight distance, parking restrictions could be recommended. This is a more cost-effective solution than a traffic signal.

If a traffic signal is determined to be warranted, then an operational analysis will be conducted to determine the traffic signal phasing and operation (protected left turn phasing, split phase, pedestrian crossings, etc.). A cost estimate will then be conducted. Similar to the multi-way stop control analysis, a field review will be conducted to provide a better understanding of the intersection. A brief report summarizing the engineering analysis—both quantitative and qualitative—and providing recommendations as to the most appropriate traffic control measure for the intersection was prepared and submitted to the city.

#### Safety Studies

The AGA Team has conducted numerous traffic safety studies from large citywide studies such as Systemic Safety Analysis Report Program (SSARP) and Local Roadway Safety Plan (LRSP), to corridor safety studies, intersection safety studies and school safety-circulation studies. Each study involves a full field review of the site and a review of the accident history. The study could be for all modes of transportation such as vehicles and trucks, pedestrians, bicyclists and/or transit. Our recommendations for all studies will be summarized in a Memorandum which is submitted to the city for review.



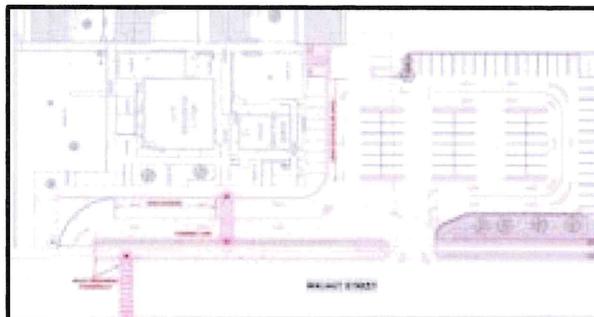
- For an intersection analysis, the collisions will be assessed to determine if a traffic collision pattern exists, the sight distance analyzed, determine the proper intersection traffic control or traffic signal phasing/operation, and review of signage and striping. If the intersection is signalized, review of the traffic signal timing (local signal timing parameters and traffic signal coordination timing plans).

No.1 - Main Street at 1st Street							
Severe Injury/Fatal Collisions						Notes/Recommendations	
No.	Collision Typ	Severity	Direction	Time of Day	Party at Fault		Date
1	Veh-Ped	Severe	EBL/NBT	Dark	Auto EBL	11/15/2018	REC: Upgrade Traffic Signal for the following: Add protected left turn signal phasing for all movements, Additional EB/WB through vehicle head indications, Add dilemma zone detection and red protect zones for red light running.
2	Veh-Ped	Severe	WBL/NBT	Daylight	Auto WBL	3/6/2019	
3	Veh-Ped	Severe	WBL/NBT	Dark	Auto WBL	10/31/2019	
4	Veh-Ped	Severe	Not Stated	Dark	Ped	6/11/2020	
5	Broadside	Severe	SBL/NBT	Daylight	Auto SBL	10/15/2020	
6	Veh-Bicycle	Fatal	NBL/NBT	Dusk-Dawn	Not Avail	3/16/2021	
Notes: Other Predominant Non-Fatal-Severe Collisions							
Rear End (7)	SB Thru	1	Broadside (8)		WB Left	2	
	WB Thru	3	NB Left	1	EB Left	2	
	EB Thru	3	SB Left	1	Other	2	

Sample Intersection Collision Assessment

- For street segments, evaluate the signing and striping, especially lane merging/transitions and areas with horizontal/vertical curvatures.
- For school areas, it is important to coordinate with school staff, the school district and crossing guards. AGA will evaluate the circulation of traffic (vehicles, pedestrians and buses) both internally within the school parking lot and externally around the school.

An example from the City of La Habra is a School Safety Circulation Study. AGA staff worked with the city, the La Habra City School District, and Walnut Elementary School to design a new circulation plan to alleviate excessive vehicle queuing. The queue would extend from the school to Walnut Street and vehicles travelling along Walnut Street would then need to drive on the opposite side of the street to avoid the waiting queue. We assisted with the design of the new parking lot, helped develop staff duties for pickup/drop off, coordinated with the crossing guards, and developed the bulb-out crossing on Walnut Street. During implementation of the plan, AGA worked with the school's principal providing assistance to improve internal traffic flow and additional recommendations.



Walnut Elementary School – Safety Circulation Study Site Plan

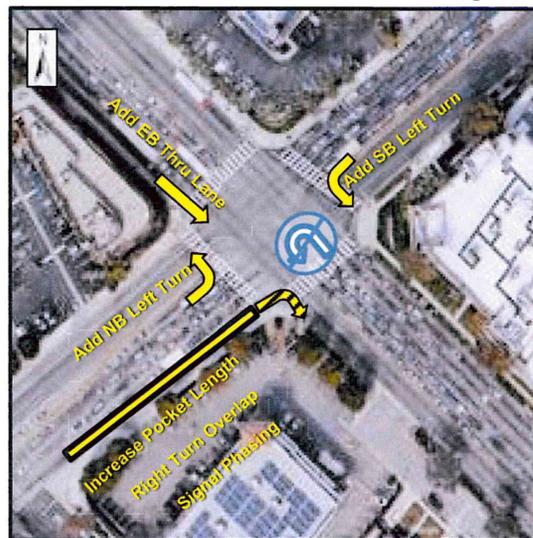
Trip Generation Studies/Traffic Modeling

Given the potential for growth via commercial redevelopment in the City, assessment of the scope and timing of traffic infrastructure improvements to adequately serve this increased traffic demand is an ongoing issue. Short term traffic operational analysis can be combined with long term (10 to 20 years) planning data to evaluate and monitor the impact of urban growth in a dynamic way. For the long-term planning analysis, AGA will coordinate with Southern California Association of Governments (SCAG) to develop the future traffic volumes. Such analyses are critical for conducting feasibility studies and traffic impact studies/analyses, and for developing traffic impact sections of EIRs and EISs.



One way to address potential growth in a successfully proactive manner was developed and implemented by the AGA Team in the City of Fullerton. Based on the General Plan build-out conditions, we determined the ultimate transportation infrastructure needs. In effect, a Citywide Traffic Impact Analysis was developed, including calculation of overall costs to construct the required improvements. As development projects were proposed, AGA conducted individual Traffic Impact Analyses to more definitively determine the appropriate scheduling for implementation of such improvements. This traffic modeling and monitoring service is of tremendous long-term benefit.

A successful project the AGA Team conducted was the Citywide Traffic Analysis for the City of Torrance which evaluated both existing and future traffic conditions (level-of-service analyses), existing traffic signal infrastructure, and provided a citywide safety review aimed at improving traffic signal efficiency and resiliency, enhancing roadway safety, and mitigating both existing and project traffic congestion within the city. The report proposed near-term and long-term intersection improvements (with conceptual plans), included an extensive infrastructure plan covering traffic equipment improvements, and a traffic signal communications plan which included fiber optic upgrades.



*Crenshaw Blvd at Pacific Coast Hwy, Torrance Proposed Improvements*

#### Engineering and Traffic Surveys

The objective of Engineering and Traffic Surveys is to review the existing speed limits and recommend changes to the speed limits (increase or decrease) in accordance with the requirements of the latest edition Section 627 of the California Vehicle Code (CVC). The purpose of these surveys is to provide sufficient information to document that the conditions of Section 627 have been satisfied and that other conditions not readily apparent to a motorist are properly identified. The recently adopted Assembly Bill No. 43 (AB43) amended and added sections to the CVC related to traffic safety and speed limits.

AGA staff have completed speed survey projects for the following cities: Burbank, Gardena, Garden Grove, Huntington Beach, Laguna Niguel, Redondo Beach, Santa Ana, Seal Beach, Tustin, Westminster, and Whittier.

#### Miscellaneous Traffic Engineering Services

Following are examples of a few other types of traffic engineering services we commonly provide to our clients.

##### Review of Land Development Projects/Traffic Studies

AGA staff have reviewed numerous commercial developments and conducted parking studies, traffic impact studies, circulation studies, etc. It is very important to coordinate the initial study scope of work to determine what analysis is required. Whether it is a large development project or a small one, all projects require close attention as each is unique and can potentially have impacts to a city's roadways.

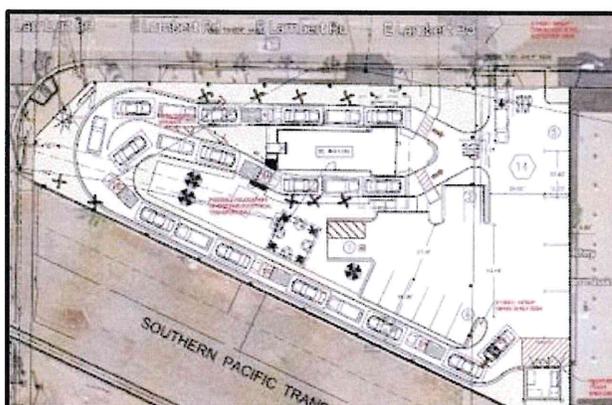
Reviewing land development projects cannot be done from the office by junior level staff alone. It is our senior level staff who have many years of experience with reviewing development projects of all types and sizes. They have the expertise to know what to be concerned about and what is inconsequential when it



comes to traffic operations related to new development. The review requires hands-on evaluation of street conditions and detailed discussions with developers about the operational characteristics of the proposed development by experienced engineers who have been involved in reviewing and negotiating development projects from both the municipal and private side of the equation. We understand the importance of evaluating the internal circulation and ingress/egress of a site plan. We can identify if there will be any potential traffic (vehicles, pedestrians and bicyclists) related impact due to a project.

Below are some tasks AGA will conduct when reviewing traffic studies, site plans, and parking studies for land developments:

- With the new addition of CEQA's Vehicles Miles Traveled (VMT), AGA will assist city staff with the review for initial VMT screening to determine if a traffic impact analysis (TIA) is required per a city's TIA guidelines. If a project is expected to have VMT impacts, AGA will closely evaluate the feasibility of the proposed VMT mitigations.
- If applicable, AGA will coordinate with city staff to evaluate the proposed study intersections, trip generation via Institute of Transportation Engineers (ITE) Trip Generation Manual (11<sup>th</sup> Edition), traffic count data, Level-of-Service (LOS) analysis and potential improvements.
- AGA will evaluate the project site plan, ingress/egress movements along the local roadway(s), and the internal circulation. If there is truck traffic expected for the project, it is important to evaluate where and how the trucks enter and exit the project site. Depending on the roadway (curvature of road and curb lane width), typically a 45-50 foot curb radius is required for a large truck (WB-67) to enter/exit a driveway. As part of a study's initial scope of work review, AGA will ensure that all relevant turning templates will be included.
- AGA will assist city staff with preparation for Planning and/or Council meetings for presentation of a project. This includes attending both the preparation meeting with the project consultant and the actual city meeting.



*In-N-Out Final Site Plan*

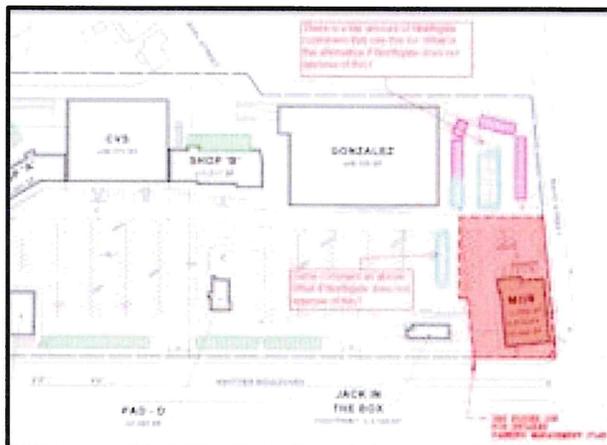
One example of how AGA works closely with a city to evaluate land developments is the Lambert Road In-N-Out Proposed Site Plan in the City of La Habra. Drive-through queuing storage is a vital component of a fast-food restaurant and is often the critical element for the project's approval. For several years there were queuing problems from the In-N-Out drive-through queue which would extend on to Lambert Road and block traffic at the intersection of Lambert Road at Palm Street. AGA worked with both the City and In-N-Out on the development of a new site plan that would

improve the drive-through capacity and internal circulation. The final approved plan increased the drive-through capacity by 14-15 vehicles.

## On-Call Traffic Engineering Services



AGA is also familiar with reviewing different parking studies from stand-alone projects to shared parking analyses. If a project does not provide sufficient parking per a city's Parking Code, AGA will assist the City with conducting a parking study that evaluates at least three similar existing sites. We understand the parking situation for business areas within a city and can quickly validate if the project will have parking impacts to the surrounding area.



*Review of MOB Parking Management Plan*

### Traffic Engineering Construction Support

The AGA Team has provided traffic engineering construction support to enable timely completion of all construction components for traffic engineering projects. Following are some services we can provide:

- Assist city and contractors with providing public construction notices to keep the public informed of project status and any impacts to motorists.
- Prepare for and conduct the pre-construction meeting with the city, contractor, and affected utility owners. Meeting minutes are prepared and distributed to all meeting attendees.
- Track and review all construction submittals, Requests for Information (RFIs), Request for Changes (RFCs), Contract Change Orders (CCOs), construction schedule, etc.
- Coordinate construction observations with city staff.
- Review construction schedule and ensure contractor is adhering to it.
- Review and recommend approval of contractor's progress payment invoices.
- Conduct regular meetings to discuss project status, as necessary.
- Prior to completion of construction, prepare punch list and coordinate with contractor to complete all outstanding items in a timely manner.

The AGA Team also provides overall system integration efforts which includes coordination with the construction contractor responsible for installing new traffic signal controllers and cabinets, communication hardware (cables, switches, Ethernet radios, etc.), Emergency Vehicle Preemption, video detection systems, CCTV cameras, etc. AGA will work hand-in-hand with the contractor in configuring all Internet Protocol (IP) devices installed as part of the different projects.

### Grant Funding Preparation and Administration

The AGA Team has extensive technical experience in assisting various agencies with the following grant funding related tasks:

#### *Grant Funding Needs Analysis*

AGA will work with City staff to review grant funding needs including CIP Projects identified by City departments, assess the validity of current funding priority areas, identify changes in funding priority areas, and identify new priority areas for grant related proposals based on funding viability. We will assist City staff in providing strategic outreach to relevant agency staff in determining how to competitively structure the City's funding needs.



*Grant Funding Research*

AGA will conduct research to actively assist in identifying grant resources including, but not limited to, federal/state, foundation, agencies and organizations that support the City’s funding needs and priorities for transportation projects. Over the years, the AGA team has successfully assisted multiple cities with RTSSP grants for traffic signal synchronization and system improvements, Highway Safety Improvement Program (HSIP) grants for safety improvements, ATP grants for encouraging physical activity such as biking and walking, and MTA grant funds.

*Grant Funding Application*

AGA will provide technical assistance to City staff with developing the grant funding applications. We will complete all necessary forms in response to all grant requirements and evaluate the cost implications to ensure an executable project that will score favorably based on the funding criteria requirements. AGA will provide the City with a submittal-ready application. The AGA Team previously assisted the following cities with applying for grant funds:

Buena Park - \$1.3 million HSIP grant	Downey - \$249,900 HSIP grant
Fountain Valley - \$1.9 million HSIP grant	Fullerton - \$11 million OCTA RTSSP grants
La Habra - \$13 million OCTA RTSSP grants	Placentia - \$1.2 million HSIP grant
Redlands - \$250,000 HSIP grant	Rialto - \$413,200 grant

*Grant Funding Administration and Reimbursement*

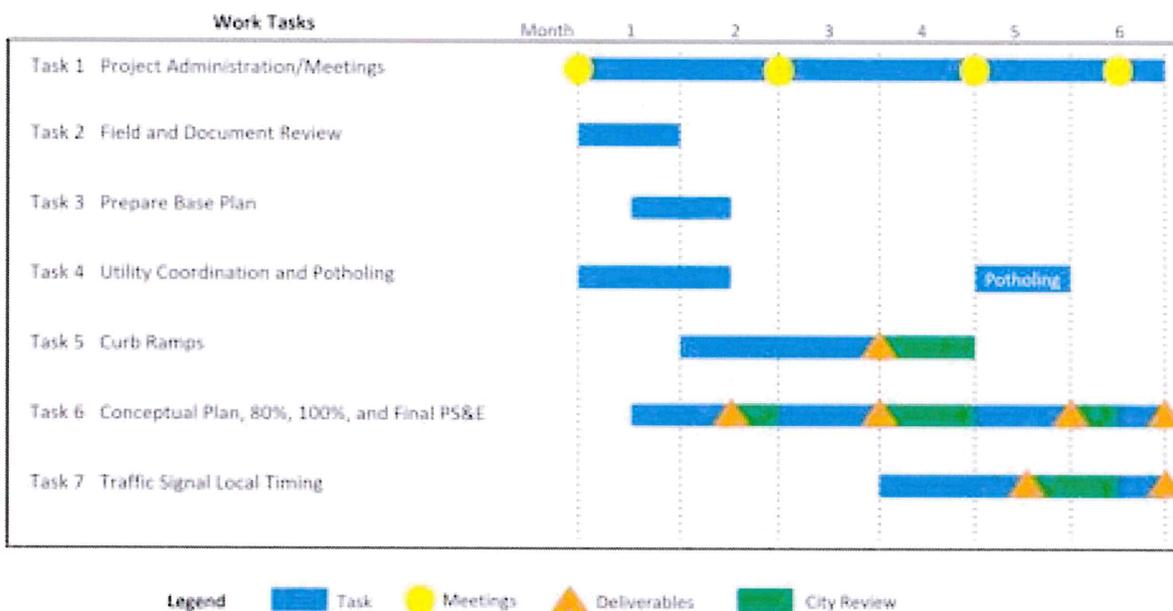


Upon receipt of a grant, the AGA team will assist a City with the implementation and day-to-day administration of the grant related project. We will comply with all grant administration requirements including periodic reporting of progress and expenses, semi-annual reviews, and any project related scope changes or unforeseen project extensions. At the close-out of the project, AGA will also provide the complete project expense documentation for total project expense reimbursement. The AGA Team assisted the Cities of Fullerton and La Habra with the complete project expense reimbursement for the OCTA RTSSP grants.



## Schedule

As requested in the RFP, below is a typical schedule for the design of a new traffic signal. For this particular project, the intersection is currently all-way stop-controlled, thus requiring more extensive work to be conducted than at an intersection with pre-existing utilities and equipment.



The following are typical schedules for the different tasks identified in the scope of services:

### Traffic Signal Operation Management

- Traffic signal operations and data review – Daily review of system
- Traffic signal communications/interconnect – Weekly review of system
- Citizen requests relative to traffic signal operations – Response to City within 24-hours
- Review of traffic signal coordination studies – response to City within 1-week

### Traffic Engineering

- Review of Traffic Engineering Studies and/or Project Site Plans – response to City within 1-week
- Conduct traffic warrant studies
  - o All-Way or Two-Way Stop, Crossing Guard – 1-2 weeks after receiving the count data
  - o Traffic Signal or Left Turn Study – 3-4 weeks after receiving the count data
- Conduct traffic calming analysis and design – 1-2 months depending on size of project
- Provide traffic control device studies and design – 1-2 months depending on size of project
- Traffic signal design plans – 4-6 months (see schedule above)
- Traffic signal communications design plans – 1-3 months depending on size of project
- Prepare traffic control plans – 2-4 weeks depending on size of project
- Review traffic control plans – response to City within 1-week



## Required Proposal Statements

- A. AGA Engineers, Inc. will perform the services and adhere to the requirements described in this RFP, the Q&A Set 1 released August 19, 2024 and Set 2 released August 21, 2024.
- B. Subsequent to award of this RFP, all or part of any submittal may be released to any person or firm who may request it, as prescribed by the State of California Public Records Act.

There are no parts of this proposal that are considered proprietary; therefore, this proposal is releasable as public information.

- C. Key staff members of AGA's designated team will not be substituted without approval by the City of Placentia staff which declares there is no Conflict of Interest.
- D. AGA Engineers, Inc. declares that there is no Conflict of Interest with other projects in the City.
- E. AGA Engineers, Inc. attests that there has been no Collusion with other proposing firms.
- F. AGA Engineers, Inc. is able and agrees to fulfill the indemnification and insurance requirements contained in the sample contract.

## Exceptions

We do not have any objections, exceptions, or reservations to the contractual language or requirements contained in either the RFP or the City's Agreement.

## Resource Allocation and Cost Proposal

As indicated in the RFP, our Schedule of Hourly Rates is being submitted under separate cover.

Our rates are all inclusive. All direct and indirect costs (i.e., mileage, equipment, materials, reproduction and printing, etc.) are included in our fees.

On-Call Traffic Engineering Services

Resumes of the AGA Team





**Chalap K. Sadam, PE, TE**  
President



#### Education

University of Southern California  
Master of Business Administration, 2002

Virginia Polytechnic Institute  
and State University  
Master of Science, Civil Engineering  
(Transportation), 1990

Jawaharlal Nehru Technological University  
Bachelor of Engineer, Civil Engineering, 1988

#### Professional Registrations

CA Registered Civil Engineer – CE #74080

CA Registered Traffic Engineer – TE #1813

Mr. Sadam is the President of AGA Engineers, Inc., founding the company in 2020. He provides the team with an extensive educational background in Civil, Traffic, and Transportation Engineering, as well as a Master's degree in Business Administration. *"Do the right thing—provide value to the client—be passionate about projects"* are standards which guide his business and project decisions. He has performed traffic studies, feasibility studies, safety studies, Major Investment Studies, long-term roadway improvement studies, and transportation-related Master Plan studies for countless cities and counties throughout Southern California.

#### Relevant Experience

##### Regional Traffic Signal Synchronization Program

Tasks include synchronization of traffic signals, coordination between agencies, field reviews, developing engineering design plans, providing construction engineering support, signal timing development, timing implementation, and monitoring the traffic flow. Each of the projects included similar work tasks such as preparing plans, specifications and cost estimates for ITS systems, fiber optic communications, controller

and cabinet upgrades, video detection systems, battery backup systems, CCTV, central signal systems, traffic management centers, signal synchronization, before/after studies, system integration, ATSPM system implementation, and providing ongoing monitoring support. Mr. Sadam was Project Manager for 32 corridor projects.

##### Traffic Safety Studies:

- Systemic Safety Analysis Report Program for the Cities of Fountain Valley, Placentia and Redlands.
- Office of Traffic Safety funded citywide safety improvements for the cities of La Habra, Montclair, Palm Springs, Downey and Inglewood.
- Preparation of Highway Safety Improvement Project (HSIP) grant applications, and design/ implementation of multiple State funded projects.
- Assisted multiple agencies in successful reimbursements of local, State and Federal grant funds.

##### Transportation Engineering On-Call Projects—

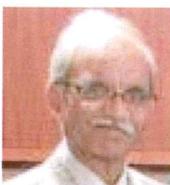
As Project Manager, Mr. Sadam supervised tasks including preparation and review of plans, reports, and studies, attending meetings and giving presentations, City staff support, and responding to resident concerns. He provided project management and engineering support for the Cities of La Habra, Costa Mesa, Lake Forest, Buena Park, and Fullerton.

##### Citywide Protected/Permissive Left-Turn Phasing Study, Lake Forest—

Mr. Sadam served as Project Manager and supervised the analysis of existing traffic signals citywide to determine if converting to protected/permissive left-turn phasing was feasible and appropriate. Mr. Sadam also provided task management support.

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**Krishna Patel**  
Principal Transportation Engineer



#### **Education**

Kingston Polytechnic, London, United Kingdom  
Bachelor of Science, Civil Engineering, 1979

#### **Professional Associations**

Institute of Civil Engineers

Mr. Patel is a team player who embraces a “hands on” style of management. He is a results-oriented professional with a working knowledge of multiple facets of municipal administration, operations, and maintenance who is able to bring a flexible and situational approach to every project. He is innovative, creative, and able to build positive relationships with consultants, contractors, state agencies, city departments/divisions, city staff, various committees, and residents.

As Director of Public Works at the City of San Dimas, he was responsible for the overall direction, coordination, and management of the department’s programs and services. Some of his duties included providing plan checks and inspection of land development projects, inspection of major capital improvement projects including street maintenance, traffic signals, bikeways, sewers, and storm drains. He also supervised the Street Division, overseeing approximately 125 miles of city streets, streetlights, traffic signals and other various public infrastructures.

#### **Relevant Experience**

Mr. Patel led the following projects for the City of San Dimas:

**Bonita Avenue Signal Synchronization**—This project involved the design, construction and management of upgraded traffic signals, installation of traffic signal communications,

traffic signal synchronization along Bonita Avenue, and integration of a video management system for the City.

**Gold Line Railroad**—This project involved nearly 10 miles of light rail project. Mr. Patel was the prime leader/liaison for development and review of the EIR, as well as in charge of civil design for City related issues including right-of-way for 6 crossings, grade separation, Park & Ride and City Maintenance yard.

**Bonita Avenue Downtown**—Mr. Patel took the lead in the design and construction management of the renovation of the downtown area which required coordination with the architect, several other consultants, and the business owners affected by the reconstruction project.

**Safe Route to School Program**—Mr. Patel obtained state funding for this program of major safety improvements which benefited the community and elementary schools.

**Horsethief Canyon Park**—Mr. Patel prepared contract bid documents. He worked with consultants on engineering designs by directing changes to major grading, street and storm drain improvements and major utilities. He coordinated right-of-way and easement acquisitions and coordinated with environmental agencies.

**Target Commercial Site Development Project**—Mr. Patel coordinated the engineering design with consultants for the development company and governmental agencies. He prepared various documents and administered contracts. He maintained a tight schedule for major grading, installation of storm drains and retaining wall, widening of the freeway off ramp, and installation of a traffic signal.

#### **AGA Engineers, Inc.**

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**Greg Wong, PE**  
Vice President



#### Education

University of California, Irvine  
Bachelor of Science, Civil Engineering, 1996

Westech College  
Certified Geographical Information Systems,  
1997

#### Professional Registrations

CA Registered Civil Engineer – CE #64349

#### Professional Associations

Institute of Transportation Engineers  
Orange County Traffic Engineers Council

Mr. Wong has over 28 years of experience and completed numerous projects that involve state, local, and private agencies — including Traffic Signal Synchronization Program (TSSP) projects, street and highway improvement projects, local city projects, and private development projects. His duties included preparing traffic signal coordination timing plans, traffic signal design, traffic impact studies and analyses, design and implementation projects, and parking circulation analyses.

### Relevant Experience

#### On-Call Traffic Engineering Support, Cities of La Habra and Montclair

As contact person, Mr. Wong reviewed proposed development site and circulation plans, traffic signal plans, and traffic impact studies; he responds to resident concerns regarding parking, red curb/sight distance requests, school traffic, day-to-day traffic signal monitoring and operations. He currently is a member of La Habra's Traffic Committee.

#### OCTA, Orange County Traffic Signal Coordination Program

Mr. Wong was instrumental in this project to improve Orange County arterial signal progression, providing signal timing and

coordination for over 60 arterials, and involving interjurisdictional coordination of 34 cities, the County and Caltrans District 12. Many of the multijurisdictional traffic signal timing projects that have been completed or are underway now in Orange County are a direct result of recommendations of the master plan provided by AGA.

#### Metro Gold Line Foothill Construction Authority

Mr. Wong worked with the Gold Line Foothill Construction team on temporary signal timing plans for the Metro Gold Line construction detour plans. The tasks involved review of various proposed detour plans, updating local signal timings (per agency request) and the development of the temporary signal timing plans.

**City of Montclair**—Mr. Wong developed the local signal timings and coordination signal timing plans for 17 intersections along Central Avenue in the City of Montclair. The signal timings were implemented and fine-tuned.

#### Citywide Traffic Operation and Traffic Management Study, City of Irvine

As part of the traffic operational analysis, Mr. Wong evaluated 130 critical intersections in the City of Irvine for existing and near-term conditions utilizing the Highway Capacity Manual procedures. The analyses included identification of any capacity constraints, excessive queuing and available storage, approved near term developments (project trip generation impacts), evaluation of the appropriate signal operation and coordination signal timing. Improvements were developed and ranged from low cost solutions (adding protected/permissive-Flashing Yellow Arrow traffic signal phasing) to major improvements of widening an arterial.

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**Ruben Perales, PE, TE**  
Vice President



#### Education

California State Polytechnic University, Pomona  
Bachelor of Science, Civil Engineering, 2005

#### Professional Registrations

CA Registered Civil Engineer – CE #83169  
CA Registered Traffic Engineer – TE #2838

#### Professional Associations

American Society of Civil Engineers  
Institute of Transportation Engineers  
Orange County Traffic Engineers Council

Mr. Perales performs a wide variety of traffic engineering tasks, as well as providing leadership on many projects. Whether he is coordinating large interjurisdictional projects which include working with Caltrans and multiple cities or counties, or is patiently mentoring junior staff, he is known for his ability to see through complex problems, promote positive working relationships, and provide clarity for successful projects.

#### Relevant Experience

##### **Contract Traffic Engineer, City of San Dimas**

As contact person, Mr. Perales reviewed proposed development site and circulation plans, traffic signal plans, and traffic impact studies; he responds to resident concerns regarding parking, red curb/sight distance requests, school traffic, day-to-day traffic signal monitoring and operations. He currently is a member of the San Dimas Traffic Safety Committee.

##### **Traffic Signal System Master Plan, Cities of Costa Mesa and Rancho Cucamonga**

Mr. Perales led our team in detailing existing infrastructure and future infrastructure requirements for several corridors throughout

these cities in anticipation of local grant funding.

##### **Citywide Improvements, City of Seal Beach**

Mr. Perales provided plans for traffic signal modifications, intersection equipment upgrades and signal interconnect plans along Seal Beach Boulevard. He also coordinated with Caltrans to install GPS time source units at three Caltrans intersections using Caltrans Encroachment Permits.

##### **Signal Synchronization Project, City of Buena Park**

Mr. Perales provided field inventory of existing signal and controller cabinet equipment along Valley View Street, Knott Avenue and La Palma Avenue; he coordinated with Caltrans for installation of GPS time source receiver units and developed the application for a Caltrans Encroachment Permit.

##### **Signal Synchronization, City of Placentia**

Mr. Perales provided traffic signal cabinet inventory to identify equipment required to provide upgrades on the Rose Drive corridor; he also led our team in preparing a Citywide Traffic Signal System Map to identify existing signal interconnect, traffic signal cabinet and controller types.

##### **Citywide Traffic Engineering, Speed Surveys, Speed Zone Maps and Traffic Volume Maps**

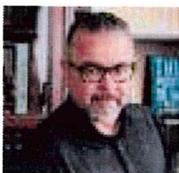
Along with the AGA team, Mr. Perales has provided these services for innumerable cities, including Palm Springs, Buena Park, Chino, Cerritos, Lancaster, Santa Ana, Huntington Beach, Long Beach and Fountain Valley.

##### **Level of Service Analysis and Geometric Conceptual Plans, City of Huntington Beach**

Mr. Perales conducted LOS analysis to identify geometric improvements required and their impact to adjacent properties.

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**Phillip Fuentes**  
Senior Signal Systems Specialist



#### Education

Signal Technician  
IMSA Level III Training and Safety

#### Professional Registrations

Certified General Electrician  
(DIR-NEC) No. 1219960

Contractor's State License  
C-10 Electrical #1057389

Mr. Fuentes regularly observes the operation of intersections and fine-tunes signal timing and provides daily monitoring of signal systems for many agencies. He provides both onsite and remote support, administration, repair, hardware implementation and product maintenance for AGA clients throughout the Inland Empire, Orange and Los Angeles Counties.

He provides citywide assessments and inventory of infrastructure and communications. His familiarity and experience enables him to provide superior support in the implementation, fine-tuning, operation, and monitoring of a wide variety of signal systems. He routinely monitors signal operations and coordination – from both our Traffic Management center and in the field – looking for both hardware-related and timing-related problems. He quickly responds to municipal clients on an as-needed basis.

#### Relevant Experience

##### Regional Traffic Signal Synchronization Program Projects

Tasks include detailed field inventory, traffic signal system evaluations, preparing local timing (including pedestrian and bicycle timing), implementing, fine-tuning and monitoring the signal operation for these projects.

- Portola Parkway/Santa Margarita Parkway
- MacArthur Boulevard/Talbert Avenue
- Lake Forest Drive

- Alicia Parkway

##### Holt Boulevard Improvements, Montclair

Project involves intersection level of service analyses, preparation of coordination signal timing, converting existing timing charts to the new controller format, developing traffic signal modification plans, developing fiber optic communication plans, providing construction engineering support, and providing system integration.

##### Traffic Signal Synchronization Projects

Assists with preparation and implementation of improvements to traffic signal timing. Provides detailed field inventories, prepares local timing (including pedestrian and bicycle timing) and implements, fine-tunes and monitors the signal operation.

- Huntington Beach: Goldenwest St/Heil Ave, Newland St/Slater Ave, Newland St/Ellis Ave Traffic Signal Modifications Projects
- Downey: Stewart & Gray Road Fiber-Optic Traffic Signal Communications and Upgrades Project
- Rialto: Protected Left-Turn Signal Phasing Project.
- Indio: Jackson Street, Monroe Street, and Highway 111 projects
- Fountain Valley: Left Turn Phasing at 8 Intersections

##### Central Traffic Signal Systems

Monitors and provides as-needed support to maintain and/or improve traffic signal operations at city's central signal systems.

- Laguna Niguel – Econolite Centracs
- Montclair – Transparity
- Highland – QuicNet
- Fountain Valley – Qfree/Intelight MaxView
- La Habra – Qfree Kinetic

#### AGA Engineers, Inc.

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**Henry Hernandez, PE**  
Principal Transportation Engineer



#### **Education**

Mapua Institute of Technology, Manilla, Philippines  
Bachelor of Science, Civil Engineering, 1982

#### **Professional Registrations**

CA Registered Civil Engineer – CE #72071

Mr. Hernandez is a results-oriented professional with a working knowledge of multiple facets of municipal administration, operations, and maintenance who is able to bring a flexible and situational approach to every project. He is a “hands on” manager style who is innovative, creative, and able to build positive relationships with consultants, contractors, state agencies, city departments and divisions, city staff, various committees, and residents.

Mr. Hernandez worked for the Los Angeles County Public Works Department for 38 years. He is highly experienced in preparing, reviewing, and approving plans, specifications, and estimates, reviewing signal timing sheets, developing signal upgrade recommendations, and conducting traffic studies. He is familiar with the County’s traffic signal controller programs, Econolite controllers and programs, Type 170 and 2070 controllers, and more.

#### **Relevant Experience**

Mr. Hernandez was responsible for the following tasks for Los Angeles County Public Works:

- Reviewed and approved traffic signal plans, specifications, and timing sheets for Traffic Signal Synchronization Program (TSSP) projects, traffic signal modifications, and new traffic signals prepared by both consultants and in-house personnel.
- Checked and authorized traffic control plans, temporary traffic signal plans, and timing sheets for both road and railroad grade separation projects.
- Assessed then updated existing traffic signal equipment and signal timing of the traffic signals at intersections to conform with the latest California Manual on Uniform Traffic Control Devices (CA MUTCD) and Los Angeles County practices.
- Evaluated the adequacy and reasonableness of recommendations from field investigation reports and studies at roadway intersections.
- Reviewed and made recommendations on project design concept reports for road and bridge projects.
- Checked developers’ plans and offered recommendations on their proposed Neighborhood Electric Vehicle (NEV) route, lane configurations, and traffic signal operations.
- Assisted several cities with their traffic signal projects and with analyzing their signalized intersections to enhance safety and efficiency.
- Supervised engineers in the daily operations of the County’s Traffic Management Center.
- Supervised groups of engineers in the Traffic Safety and Mobility Division and conducted training classes for new employees.

#### **AGA Engineers, Inc.**

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## Dowling Tsai, PE, TE

### Senior Design Engineer



#### Education

Texas Tech University, Lubbock, TX  
 Bachelor of Architecture, 1986  
 Bachelor of Science, Civil Engineering, 1986

#### Professional Registrations

CA Registered Civil Engineer – CE #52870  
 CA Registered Traffic Engineer – TE #2267

Mr. Tsai is a results-oriented professional with a working knowledge of multiple facets of municipal administration, operations, and maintenance who is able to bring a flexible and situational approach to every project. He is a “hands on” manager style who is innovative, creative, and able to build positive relationships with consultants, contractors, state agencies, city departments and divisions, city staff, various committees, and residents.

#### Relevant Experience

##### Ingenium Design, Inc.

As the Principal/Owner, Mr. Tsai is responsible for reviewing traffic signal plans, signing and striping plans, and traffic control/detour plans. He prepares traffic signal plans using Bluebeam software and Microstation software. He also prepares McCain 2070 traffic signal timing plans.

##### County of Riverside, Transportation Department, Traffic Engineering Division

Mr. Tsai managed the Division’s Transportation Improvement Program (TIP) projects. Tasks included preparing both new and modified traffic signal installations, signing and striping, at-grade railroad crossings, bike lane/bike detection, roadway resurfacing, street widening, ADA ramp and sidewalk installations, utility relocations, and right-of-way acquisitions.

He also reviewed traffic signal, signing and striping, traffic control, and traffic detour plans for TIP projects from other county divisions and departments, as well as projects for adjacent jurisdictions and developments.

Mr. Tsai was also responsible for preparing and reviewing traffic signal timing for new traffic signals. He updated existing traffic signal timings according to CA MUTCD guidelines as well as when traffic and roadway conditions changed. He also prepared and reviewed traffic signal coordination plans and signal timing.

##### City of Santa Ana, Public Works Agency, Traffic Engineering Division

Mr. Tsai prepared traffic design plans that included traffic signal, video detection, signal interconnect, and signing and striping using AutoCAD software. He prepared infrastructure plans for Advance Traffic Management System which included closed-circuit surveillance cameras, fiber optics trunk lines and system loop detectors. He also reviewed and approved plans submitted by contractors (traffic control/detour plans), developers (traffic signal, signing and striping), and from adjoining jurisdictions (traffic signal, signing and striping).

Mr. Tsai managed, operated, and maintained the City’s traffic signals and Advanced Traffic Management System (ATMS) which consisted of a Traffic Management Center, closed circuit surveillance cameras, changeable message signs, trail blazer signs, and a highway advisory radio. He also preparing traffic signal timings. He also prepared and applied for Measure M grants to improve and expand the traffic signal system and ATMS.

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**Jessica Reyes, PE**  
Senior Transportation Engineer I



#### **Education**

California State University, Fullerton  
Bachelor of Science, Civil Engineering, 2016

#### **Professional Registrations**

CA Registered Civil Engineer – CE #96452

#### **Professional Associations**

Institute of Transportation Engineers  
Orange County Traffic Engineers Council

Ms. Reyes participates in a wide variety of transportation engineering functions and has worked with government agencies throughout Southern California. Her duties include designing both new and modified traffic signals, fiber communications, signing and striping, street lighting, and implementation of both bike lanes and traffic control. She also prepares plans, specifications and estimates. She conducts sight distance analyses and traffic signal warrants, along with other field studies such as crossing guard studies, traffic impact studies, and traffic operations analyses.

### **Relevant Experience**

#### **Project P Marguerite Parkway TSSP, City of Mission Viejo**

The goal of this project is to develop and implement signal synchronization timing and design improvements to the traffic signal infrastructure. Ms. Reyes is currently preparing traffic signal improvement plans as well as traffic signal modification design plans.

#### **HSIP Cycle 11 Citywide Traffic Signal Upgrades, City of Buena Park**

The purpose the project is to upgrade traffic signals for additional vehicle heads, new traffic signal controllers, upgrades to countdown

pedestrian head indications, and signal poles to enhance safety at the project intersections. Ms. Reyes is currently working on the traffic signal improvements and traffic signal modification plans, as well as preparing specifications and cost estimates, and preparing the Authorization-to Proceed (E-76) package.

#### **Traffic Signal System Design, Traffic Signal Modifications, and Bus Stop Improvements, City of Ontario**

The scope of this project includes improvements at several intersections surrounding a bus stop, as well as improvements to the bus stop. Ms. Reyes is currently designing the traffic signal modification plans for this multi-stage project.

#### **Murdy Fire Station Signal Design, City of Huntington Beach**

Ms. Reyes is currently developing the traffic signal installation design plan for this new traffic signal at the fire station.

#### **Artesia Boulevard Safety Enhancements, City of Redondo Beach**

Ms. Reyes is currently providing support during the bid and construction phases. She conducted topographic surveys to verify the existing conditions of traffic signals, designed traffic signal modifications and signing and striping plans, and prepared project specifications and cost estimates.

#### **HSIP Cycle 11 Edinger Avenue and Heil Avenue Corridors, City of Huntington Beach**

The project entails safety improvements to traffic signals such as retroreflective backplates, improvements to roadway markings, changes to and pedestrian signal timing, etc. Ms. Reyes is currently designing signing and striping plans, as well as preparing project specifications and cost estimates.

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**Jorge Sanchez, EIT**  
Associate Transportation Engineer I



#### **Education**

California State University, Fullerton  
Bachelor of Science, Civil Engineering 2021

#### **Professional Registrations**

CA Registered Engineer-in-Training – EIT #173260

#### **Professional Associations**

Institute of Transportation Engineers  
American Society of Civil Engineers  
Orange County Traffic Engineers Council

Mr. Sanchez has been part of the at AGA Engineers, Inc. team for two years. His duties include preparing base plans, responding to city traffic requests, and assisting in field work such as conduit run verifications and taking inventory of existing equipment. Additionally, he assists with traffic signal design, and monitoring traffic signal timing in the field.

### **Relevant Experience**

#### **Regional Traffic Signal Synchronization Project (RTSSP), OCTA—**

Mr. Sanchez has contributed to multiple RTSSP projects on corridors spanning various cities including Lake Forest Drive, Portola Parkway, and Talbert Avenue/ MacArthur Boulevard. He has prepared base plans in AutoCAD and assisted with both field work and monitoring. He helped conduct yellow time evaluations, all-red time evaluations, and vehicle extension calculations. He used Tru-Traffic and designing time-space diagrams to reduce the travel times and fuel consumption of vehicles traveling on these corridors.

#### **On-Call Services, City of La Habra—**

Mr. Sanchez responds to civilian requests, works on plans to add striping on roadways, and conducted a stop sign warrant analyses.

#### **Local Roadway Safety Plan (LRSP), City of**

**Garden Grove—**Mr. Sanchez compiled collision data for intersections throughout the City of Garden Grove then analyzed it in order to make recommendations to improve safety and reduce the number of collisions. He also compiled data that helped determine the efficiency of red light camera installations at eight intersections.

#### **Traffic Management Center, City of San**

**Marcos—**Mr. Sanchez monitored multiple corridors throughout the City. He proposed new cycle lengths and timings for various intersections based on the volumes of vehicles going through the intersections, the distance between the intersections, and the speeds vehicles traveled between intersections.

#### **ICU Analysis, City of Costa Mesa—**

Mr. Sanchez conducted a study of 25 intersections in Costa Mesa to determine their level-of-service using the Intersection Capacity Utilization method. Utilizing traffic volumes and lane geometrics, Mr. Sanchez determined if the level-of-service was acceptable then recommended modifications if it was not up to the City's standards.

#### **Safety Improvements, City of Artesia—**

Mr. Sanchez assisted with analyzing various intersections to recommended improvements. The improvements included restriping, modifying raised medians, and adding buffer zones to improve line of sight. He also assisted in completing field work to accurately prepare base plans and demonstrate the proposed modifications.

#### **AGA Engineers, Inc.**

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**Vanessa Pedroza**  
Associate Transportation Engineer I



#### Education

California State University, Fullerton  
Bachelor of Science, Civil Engineering, 2021

#### Professional Associations

Institute of Transportation Engineers  
American Society of Civil Engineers  
Orange County Traffic Engineers Council

Ms. Pedroza is a valuable member of the AGA Team. Her duties include traffic signal design plans, sight distance studies, and traffic signal warrant studies. She has conducted field topographic surveys. She also helps with before and after studies for major roadway corridors.

### Relevant Experience

**Regional Traffic Signal Synchronization Projects (RTSSP), OCTA** – Ms. Pedroza conducted signal timing evaluations using Synchro and Tru-Traffic throughout Orange County including Irvine, Lake Forest, Rancho Santa Margarita, Huntington Beach, Santa Ana, Fountain Valley, Costa Mesa, Laguna Hills, and Mission Viejo.

**Stopping Sight Distance for Crosswalk, City of Compton**—Ms. Pedroza performed stop sight distance analyses which included recommending red curbs where needed and a crosswalk.

**On-Call Services, City of La Habra**—Some of the services Ms. Pedroza has provided include a stopping sight distance analysis as a response to a local resident, and a Crossing Guard study near an elementary school.

**Before and After Study, City of Costa Mesa**—Ms. Pedroza completed studies for a corridor along Bear Street using travel time runs

evaluated with Tru-Traffic. The study included analyzing the cost and benefit of the project.

**Intersection Improvements on Manhattan Beach Boulevard, City of Los Angeles County**—Ms. Pedroza assisted with field surveys for 14 intersections along Manhattan Beach Boulevard. She also completed the inventory for each intersection for recommendations to the city.

**Local Roadway Safety Plan, City of Garden Grove**—Ms. Pedroza utilized the Crossroads database software to compile collision data from 2016- 2020 for the City of Garden Grove. This data was used to improve safety for pedestrians, bicyclist, and drivers within the city and reduce the number of collisions.

**Video Detection Camera, Fountain Valley**—Ms. Pedroza completed redline drawings for the city using AutoCAD design software. This was done for future installations of video detection cameras.

**Traffic Management Center, City of San Marcos**— Ms. Pedroza assisted the AGA team in monitoring various intersections to implement a new cycle length to improve traffic conditions. This included using Synchro modeling and creating Time Space Diagrams to determine the best outcome.

**Traffic Signal Modification, City of Montclair**—Ms. Pedroza assisted in the completion of a traffic signal modification on Central Avenue at Olive Street. This was done using AutoCAD design software.

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**Giselle Hernandez**  
Associate Transportation Engineer I



#### **Education**

California State University, Fullerton  
Bachelor of Science, Civil Engineering, 2021

#### **Professional Associations**

Institute of Transportation Engineers  
American Society of Civil Engineers  
Orange County Traffic Engineers Council

Ms. Hernandez is a valuable member of the AGA Team. Her duties include traffic signal design plans, sight distance studies, and traffic signal warrant studies. She has conducted field topographic surveys. She also helps with before and after studies for major roadway corridors.

#### **Relevant Experience**

**Regional Traffic Signal Synchronization Projects (RTSSP)**—Ms. Hernandez evaluated existing conditions, prepared and checked local timing calculations, and used Synchro modeling for the development of signal timing and coordination for various agencies.

**Citywide Traffic Operations and Traffic Management Studies**—Ms. Hernandez performed intersection capacity analyses, vehicle queuing analyses, and volume analyses with Synchro modeling. The analyses included identification of any capacity constraints, excessive queuing and available storage, and evaluation of the appropriate signal operation and coordination signal timing.

**Traffic Studies for Proposed Developments**—Ms. Hernandez assisted and completed trip generation analyses, parking circulation analyses, and traffic impact analyses for various developments such as Starbucks restaurants.

**Intersection Improvements**—Ms. Hernandez completed field surveys and designed improvements for signalized and unsignalized intersections and provided recommendations ranging from low-cost solutions to major intersection improvements.

**On-Call Services for various cities**—Ms. Hernandez responds to resident concerns and conducts sight-distance analyses, traffic studies, stop sign warrant analyses, and traffic signal warrants studies.

**Rectangular Rapid Flashing Beacon Plans**—Ms. Hernandez supported the design process including field reviews of project corridors and designing RRFBs for the cities of Cerritos and Orange.

**Utility Plans, Los Angeles County**—Ms. Hernandez assisted with the utility design plan for intersections located on Holt Avenue and Valley Boulevard in the City of Pomona.

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**Lucy Ott**  
Assistant Engineer



#### **Education**

California State University, Long Beach  
Bachelor of Science, Civil Engineering, 2023

#### **Professional Associations**

Society of Women in Engineering  
Orange County Traffic Engineers Council

Ms. Ott is a valuable member of the AGA Team. Her duties include helping to prepare traffic signal design plans, aiding with data collection for traffic studies, and assisting with field work tasks. He is proficient with AutoCAD and various modeling, surveying, design, and Microsoft programs.

#### **Relevant Experience**

**On-Call Services, City of Whittier** – Ms. Ott has conducted stopping sight distance analyses, corner sight distance analyses, traffic signal warrant studies, stop sign warrant analyses, delay analyses using Synchro, and collision analyses using Crossroads.

**On-Call Services, City of La Habra** – Some of the services Ms. Ott assists with include conducting left-turn delay counts along several corridors. She has also assisted with sight distance analyses at several locations.

**On-Call Services, City of South Pasadena** – Tasks which Ms. Ott conducts for the City include evaluating traffic volumes and speeds, and analyzing stop compliance.

**California State University, Long Beach** – As part of the Design and Construction Services department, Ms. Ott assisted project engineers with reviewing Requests for Information, change orders, and various construction tasks. She collaborated with contractors and

subcontractors to ensure timely delivery of materials and adherence to project timelines. She also participated in meetings with contractors to review problems with the construction work.

**Trelos Engineering** – Ms. Ott Designed models in RISA 3D and Hilti to test loads on various generators, RRUs, and antennas. She assisted engineers during site walks to take measurements and oversee construction plans to ensure their accuracy and safety. In addition, she collaborated with the project team to ensure that projects were done quickly and efficiently.

#### **AGA Engineers, Inc.**

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# Felipe Ortega

## Senior Signal Systems Specialist

**Years of Experience:**  
26 years

**Years with LLG Engineers:**  
2 years

**Registration:**  
IMSA Transportation Center System  
Specialist - Level I – CE\_102877  
IMSA Traffic Signal Senior Field  
Technician - Level III – CE\_102877

**Professional Memberships:**  
ITE | IMSA | OCTEC



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Pasadena  
Irvine  
San Diego

## Biography

Mr. Ortega is a Senior Signal Systems Specialist at Linscott, Law & Greenspan, Engineers (LLG). Mr. Ortega is an essential member of our team, not only because of his expertise in systems integration, but he is a valuable link to City and Agency staff. He trains engineering and maintenance staff in the use of system hardware and software (including newly installed traffic systems and TMC equipment). He also provides essential support for LLG clients, both onsite and remotely, in design implementation, purchasing consultation, and last-mile integration of signal systems, controllers and TMC hardware.

Mr. Ortega's expertise in all facets of communications infrastructure, as well as his background in the installation and configuration of software and hardware for nearly every type of communications system in use throughout Southern California means LLG clients have a reliable asset when it comes to installation, configuration, advising and training staff in the use of these systems.

## Areas of Expertise

- Communications Design Signal Modification Design Review
- Coordination Timing Implementation
- Troubleshooting Traffic-Related Equipment (Network, Controllers, and Timing)
- Proficient in Traffic Management Systems (Centracs, QuicNet, Tactics, Intelight, Transuite)
- TMC Network Management & Ops.
- Interagency Communications

## Relevant Project Experience

**On-Call ITS Support Services** – Mr. Ortega provides and manages ITS support services to Cities throughout Southern California: **Costa Mesa, Fullerton, La Habra, Brea, Dana Point, Laguna Niguel, Huntington Beach, Westminster, Rancho Cucamonga, Montclair, Chino, Highland, Rialto, Colton, Grand Terrace, Fontana, Ontario, Redlands, and Loma Linda.** Mr. Ortega has worked extensively with City engineers and technical staff to maintain, expand, troubleshoot, and repair traffic signal communications and control systems. Mr. Ortega is trained to identify traffic control system issues and flow problems and recommend improvements and adjustments accordingly. Typically, Mr. Ortega is engaged to integrate and repair systems when other consultants and contractors cannot make things work. Mr. Ortega has worked hand-in-hand with Caltrans engineering and operations staff and developed master plans where Caltrans-controlled intersections were key components in the development of multi-jurisdictional coordination timing within these Cities. Mr. Ortega has also designed and installed various Intelligent Transportation System (ITS) elements including CCTV cameras, fiber optic communication systems, wireless interconnect systems, and serial or Ethernet based systems, as well as upgraded multiple central systems in the past, present and future.

### As-Needed Traffic Signal Services, Costa Mesa

Mr. Ortega is extremely familiar with the existing Costa Mesa traffic signal system. He has worked extensively with City engineers and technical staff to maintain, expand, troubleshoot, and repair traffic signal communications and control systems. He is trained to identify traffic control system issues and flow problems and recommend improvements and adjustments accordingly. He has worked hand-in-hand with Caltrans District 12 engineering and operations staff for many years and developed master plans where Caltrans-controlled intersections were key components in the development of multi-jurisdictional coordination timing within the City. He has also designed and installed various Intelligent Transportation System elements including CCTV cameras, fiber optic communication systems, wireless interconnect systems, and serial or Ethernet based systems, as well as upgraded multiple central systems in the past, present and future in the City.

## Aim Traffic Data, LLC



### **OLGA POLUNIN, MBA PRESIDENT AND CEO**

**Education:** MBA, Loyola University, Chicago, 2002

**Affiliations:** Orange County Traffic Engineering Council (OCTEC) – President & Board Member  
Institute of Transportation Engineers (ITE) - Member  
Advancing Women in Transportation (WTS)- Member

**Volunteer:** SOCAL Water Polo

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Accomplished Business Executive with 17 years of experience in IT and Transportation Industries. Known for high energy, flexibility in working with diverse customer base. Exceeds customer expectations consistently.

### **PROJECT EXPERIENCE**

#### **2019 OCTA CMP Traffic Data Collection**

The AimTD team was selected by Orange County Transportation Authority (OCTA) to update the Congestion Management Program traffic data and analysis in 2019. We collected traffic data including turning movement counts at 101 intersections, roadway segment ADT, pedestrian/bicycle/E-scooter counts. Served as a Project Director.

#### **2019 and 2017 Citywide Intersection Turning Movement Counts City of Pleasanton**

AimTD was selected to conduct Biannual Citywide Intersection Turning Movement Counts at 155 intersections, including Pedestrian counts per crosswalk, Bicycle counts, bus and heavy truck volumes and percentages.

Served as a Project Manager.

#### **2017 Cal Poly Pomona University - Parking Occupancy Study**

Project Management of Parking Occupancy Study.

The study was conducted for 2 weekdays, 15,000 spaces that included several parking structures, parking lots and on-street parking.

#### **Citywide Multimodal Study, City of Santa Monica**

2015 Multimodal study included Vehicle Turning Movement Counts, Pedestrians and Bicycle Counts and Saturation Flow Analysis- 385 locations.

Was responsible for overall project management including coordination between Project Managers, Data Collection and Data Processing Managers. Served as the main point of contact with the City.

#### **2015 Intersection Turning Movement Counts, City of Mission Viejo**

Responsible for the project management, the project included vehicle, bicycle and pedestrian turning movement volumes for each intersection and was conducted at twenty- one signalized locations along the La Paz Road Corridor and the Alicia Parkway Corridor.

#### **2015 I710 – Shoemaker Bridge Replacement Project Traffic Operations Analysis Report, Long Beach, CA**

Responsible for the overall project management that included Intersection Turning Movement Counts and 24hr ADT Traffic Data Collection.

# Joaquin Cervantes, PE

## Project Engineer / Civil Engineer

### EDUCATION

BS/Civil Engineering, 1998,  
California State Polytechnic  
University, Pomona

### REGISTRATIONS

Professional Civil Engineer/CA  
#C70635

### PROFESSIONAL AFFILIATIONS

American Society of Civil  
Engineers

### ENGLISH LANGUAGE SKILLS

Excellent written & verbal

### CURRENT JOB TITLE

Project Civil Engineer

Mr. Joaquin Cervantes is a Registered Civil Engineer in the State of California and is a Project Engineer/Principal for CEJ Engineers, Inc. He has over 25 years of civil engineering experience, serving as Project Manager. His responsibilities included directing the production of improvement plans and construction documents, and managing the work of sub-consultants. Mr. Cervantes' experience includes the management, design, and preparation of plans and specifications for street improvements, highway interchange projects, sanitary sewers, flood control improvements, commercial and retail developments. His expertise includes hydrology and hydraulic analysis, HEC RAS hydraulics river channel analysis, storm water management, storm drain design for numerous clients and public agencies in Southern California. In addition, he has been responsible for plan checking public works improvement plans, such as grading, street design, and storm drains, including the review of the associated hydrology and hydraulic analysis report. He has experience as part of a design team, as well as managing Caltrans' projects at conceptual, preliminary and final PS&E levels of effort.

His extensive range of civil engineering experience provides a total solution to civil engineering projects. He has project experience in Los Angeles, Orange, San Bernardino, and Riverside Counties, as well as many local agencies such as the City of Los Angeles, Rosemead, Bell, San Marino, Cudahy, Cerritos, Santa Clarita, Fountain Valley, Garden Grove, Lake Elsinore, Indio, and private developers.

He is proficient with CAD software such as Microstation and AutoCAD, as well as engineering application software, such as, Civil 3D, Advanced Engineering Services (AES) rational method hydrology program, Los Angeles County Modified Rational Method (MORA) and Water Surface Profile Gradient (WSPG) hydraulic modeling, and HEC-RAS channel river modeling.

**EXHIBIT B**  
**INSURANCE REQUIREMENTS**

## EXHIBIT B

### INSURANCE REQUIREMENTS

#### A. Minimum Scope and Limits of Insurance

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 Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance, including any extension thereof, of this Agreement.

Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement, including any extension thereof, all of the following minimum scope of insurance coverages:

##### 1. Commercial General Liability Insurance

Broad-form commercial general liability, with coverage at least as broad as the most current version of ISO Commercial General Liability coverage form CG 00 01, in a form at least as broad as ISO form CG 00 01 04 13, and shall include insurance for premises and operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury, and personal and advertising injury with a policy limit of not less than Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) general aggregate. The aggregate limit, encompassing the above coverage, shall apply separately to this project/location. If Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

##### 2. Business Automobile Liability Insurance

Business automobile liability for all owned, hired, leased, and non-owned vehicles at least as broad as the most current version of ISO Business Auto Coverage Form CA 00 01, with a policy limit of not less than Two Million Dollars (\$2,000,000.00) combined single limit per accident. If Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

##### 3. Workers' Compensation and Employer's Liability Insurance

Workers' compensation insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000.00) 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, officials, 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.

By signing this Agreement, the Consultant acknowledges and agrees to the following:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' 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.

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 Project Manager before execution of this Agreement by the City. The City, its officers, officials, agents, employees, and volunteers shall not be responsible for any claims in law or equity occasioned by failure of the Consultant to comply with this Section.

#### **4. Professional Errors and Omissions ("E&O") Liability Insurance**

Professional errors and omissions ("E&O") liability insurance on an occurrence based policy with policy limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) policy aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. The retroactive date must be shown, and this date must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another policy form with a retroactive date prior to the contract effective date, the Consultant must purchase "extended reporting coverage" for a minimum of three (3) years after completion of contract work. A copy of the claims reporting requirements must be submitted to the Project Manager for review. If Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

#### **5. Standards for Insurance Companies**

All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commission to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide.

### **B. Documentation and Other Provisions**

1. The commercial general liability insurance policy and business automobile liability policy shall be endorsed to contain the following: The City of Placentia, its 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; and automobiles owned, leased, hired, or borrowed by the Consultant. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as one of the following ISO ongoing operations forms: CG 20 10 or CG 20 26 or CG 20 33 (not allowed from

subcontractors), or CG 20 38; and one of the following ISO completed operations forms: CG 20 37, 2039 (not allowed from subcontractors), or CG 20 40.

2. Said policies shall not terminate, nor shall they be cancelled or coverage reduced, without at least thirty (30) days' written notice to the City. 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 cancelled policy or reduction in the required coverage limits, the City may procure such insurance at Consultant's sole cost and expense.
3. The Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 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.
4. 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.
5. **Defense fees and costs shall not deplete the limits of any insurance provided under this Agreement except as E&O policies wherein.**
6. 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.
7. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure the City is an additional insured on insurance required from subcontractors.
8. Consultant agrees to waive, and to obtain endorsements from insurers waiving, subrogation rights against the City, its officers, officials, 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 insurance policies.
9. Coverage shall be on a standard occurrence form. Claims-made forms are not acceptable. Modified, limited, or restricted occurrence forms are not acceptable.

**EXHIBIT C**  
**CERTIFICATES OF INSURANCE AND ENDORSEMENTS**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/8/2024

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

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

<b>PRODUCER</b> IOA Insurance Services 130 Vantis, Suite 250 Aliso Viejo, CA 92656  www.ioausa.com                      CA License #0E67768		<b>CONTACT NAME:</b> Betty Tran <b>PHONE (A/C, No, Ext):</b> 949-297-5962 <b>FAX (A/C, No):</b> 949-297-5960 <b>E-MAIL ADDRESS:</b> betty.tran@ioausa.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
		<b>INSURER A:</b> RLI Insurance Company	13056
		<b>INSURER B:</b> RSUI Indemnity Company	22314
		<b>INSURER C:</b> Continental Casualty Company	20443
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**    **CERTIFICATE NUMBER:** 80851755    **REVISION NUMBER:**

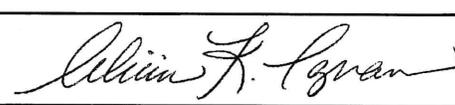
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Primary/Non-Contributory <input checked="" type="checkbox"/> Waiver of Subrogation GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Form #PPB3161113	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	PSB0008919 Blanket AI and Prim/NonCon Endt #PPB3040212; Blanket Wvr of Subr Endt #BP04970106 Professional Services performed by the Insured are Excluded	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ 0
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Prim/NonCon <input checked="" type="checkbox"/> Wvr of Subr	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	PSA0002928 Blanket AI, Prim/NonCon and Blanket Wvr of Subr included on pg 2 of Form #PPA3000313	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Deductible \$ 0
B	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			NHA601729 Follow Form; Excl Prof Liability	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input checked="" type="checkbox"/>	PSW0004954 USL&H Included; Blanket Waiver of Subrogation Endt #WC0403060484	7/1/2024	7/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER Deductible - \$ 0 E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<input checked="" type="checkbox"/> Professional Liability <input checked="" type="checkbox"/> Claims-Made			MCH591940711	7/1/2024	7/1/2025	\$3,000,000 Each Claim \$3,000,000 Annual Aggregate \$25,000 Each Claim Deductible

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

Any person or organization that Insured agrees in a contract or agreement requiring insurance to include, is an Additional Insured with respect to General Liability (GL) and Automobile Liability, but only to the extent provided within the Endorsements noted above and attached. GL includes Separation of Insureds and Contractual Liability per limitations in the BusinessOwners' Coverage form. A Workers' Compensation Waiver is included for any person or organization that Insured is required to waive rights of recovery against in a written contract or agreement, but only to the extent provided within the Endorsement noted above and attached. Coverage is subject to all policy terms, conditions, limitations and exclusions.

**CERTIFICATE HOLDER**    **CANCELLATION**

All Traffic Engineering Services of the Insured  City of Placentia 401 E. Chapman Avenue Placentia CA 92870	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  (AVC) Alicia K. Igram 
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AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_



### ADDITIONAL REMARKS SCHEDULE

Page \_\_\_\_ of \_\_\_\_

AGENCY IOA Insurance Services		NAMED INSURED AGA Engineers, Inc. 211 E. Imperial Hwy., Suite 208 Fullerton CA 92835	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**

**FORM NUMBER:** 25      **FORM TITLE:** Certificate of Liability (03/16)

**HOLDER:** City of Placentia

**ADDRESS:** 401 E. Chapman Avenue Placentia CA 92870

Description of Operations Continued: 30 Day Notice of Cancellation / 10 Days for Non-Payment in accordance with policy provisions.

Policy Number: PSB0008919  
 Named Insured: AGA Engineers, Inc.

RLI Insurance Company

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

## **RLIPack<sup>®</sup> FOR PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE FORM - SECTION II – LIABILITY**

**1. C. WHO IS AN INSURED** is amended to include as an additional insured any person or organization that you agree in a contract or agreement requiring insurance to include as an additional insured on this policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by you or those acting on your behalf:

- a. In the performance of your ongoing operations;
- b. In connection with premises owned by or rented to you; or
- c. In connection with "your work" and included within the "product-completed operations hazard".

**2.** The insurance provided to the additional insured by this endorsement is limited as follows:

- a. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.
- b. This insurance does not apply to the rendering of or failure to render any "professional services".
- c. This endorsement does not increase any of the limits of insurance stated in **D. Liability And Medical Expenses Limits of Insurance**.

**3.** The following is added to **SECTION III H.2. Other Insurance – COMMON POLICY CONDITIONS (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

However, if you specifically agree in a contract or agreement that the insurance provided to an

additional insured under this policy must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with that other insurance, provided that:

- a. The "bodily injury" or "property damage" for which coverage is sought occurs after you have entered into that contract or agreement; or
- b. The "personal and advertising injury" for which coverage is sought arises out of an offense committed after you have entered into that contract or agreement.

**4.** The following is added to **SECTION III K. 2. Transfer of Rights of Recovery Against Others to Us – COMMON POLICY CONDITIONS (BUT APPLICABLE TO ONLY TO SECTION II – LIABILITY)**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal and advertising injury" arising out of "your work" performed by you, or on your behalf, under a contract or agreement with that person or organization. We waive these rights only where you have agreed to do so as part of a contract or agreement with such person or organization entered into by you before the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**

POLICY NUMBER: PSB0008919

BUSINESSOWNERS  
BP 04 97 01 06**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****WAIVER OF TRANSFER OF RIGHTS OF RECOVERY  
AGAINST OTHERS TO US**

Named Insured: AGA Engineers, Inc.

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

**SCHEDULE****Name Of Person Or Organization:**

Any person or organization that you are required to waive rights of recovery against in a written contract or agreement, even if you have not entered in to a written contract with that person or organization.

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

**Paragraph K. Transfer Of Rights Of Recovery Against Others To Us** in **Section III – Common Policy Conditions** is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Policy Number: PSB0008919

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

## **APPLICABLE FORMS & ENDORSEMENTS**

FORMS AND ENDORSEMENTS LISTED BELOW APPLY TO AND ARE MADE PART OF THIS POLICY AT TIME OF ISSUE.

<b>Form Number</b>	<b>Form Title</b>
PPB101 01 22	RLIPack BUSINESSOWNERS COVERAGE FORM
PPB300 06 10	RLIPack ERISA ENDORSEMENT
PPB301 01 18	RLIPack FOR DESIGN PROFESSIONALS PROPERTY ENHANCEMENT
PPB303 06 10	RLIPack ASBESTOS EXCLUSION
PPB304 02 12	RLIPack FOR PROFESSIONALS BLANKET ADDITIONAL INSURED ENDORSEMENT
PPB306 06 10	RLIPack EXCLUSION - DESIGNATED OPERATIONS
PPB307 06 10	RLIPack DISCRIMINATION EXCLUSION
PPB310 06 10	RLIPack LEAD EXCLUSION
PPB312 09 13	RLIPack FOR DESIGN PROFESSIONALS PROFESSIONAL SERVICES EXCLUSION
PPB313 02 12	RLIPack FOR PROFESSIONALS SCHEDULED ADDITIONAL INSURED ENDORSEMENT
PPB316 11 13	RLIPack FOR DESIGN PROFESSIONALS LIABILITY ENHANCEMENT
PPB318 02 15	RLIPack EQUIPMENT BREAKDOWN ENDORSEMENT
PPB319 11 10	RLIPack GREEN PROPERTY ENDORSEMENT
PPB361 01 22	RLIPack® PFAS EXCLUSION
PPK2107 05 11	RLIPACK NOTICE OF CANCELLATION OR NONRENEWAL INCLUDING NONPAYMENT OF PREMIUM DESIGNATED PERSON OR ORGANIZATION
BP0417 01 10	EMPLOYMENT-RELATED PRACTICES EXCLUSION
BP0497 01 06	WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US
BP0498 07 13	EMPLOYEE BENEFITS LIABILITY COVERAGE
BP0501 07 02	CALCULATION OF PREMIUM
BP0515 12 20	DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT
BP0517 01 06	EXCLUSION - SILICA OR SILICA-RELATED DUST
BP0523 01 15	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
BP0577 01 06	FUNGI OR BACTERIA EXCLUSION (LIABILITY)
BP1203 01 10	LOSS PAYABLE CLAUSES
BP1506 05 14	EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION (PERSONAL AND ADVERTISING INJURY ONLY)
BP0155 07 20	CALIFORNIA CHANGES
ILF0001 04 22	SIGNATURE PAGE

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## RLIPack<sup>®</sup> FOR DESIGN PROFESSIONALS LIABILITY ENHANCEMENT

### SCHEDULE OF COVERAGES ADDRESSED BY THIS ENDORSEMENT

- A. First Aid And Good Samaritan Services
- B. Supplementary Payments
- C. Reasonable Force – Bodily Injury Or Property Damage
- D. Non-Owned Watercraft
- E. Canoes Or Rowboats
- F. Damage To Premises Rented To You
- G. Aircraft Chartered With Crew
- H. Electronic Data Liability
- I. Who Is An Insured – Newly Acquired Or Formed Organizations
- J. Who Is An Insured – Unnamed Partnership Or Joint Venture
- K. Additional Insured – Owner, Manager Or Lessor Of Premises Or Leased Equipment
- L. Additional Insured – State Or Political Subdivisions – Permits Related To Premises Or Operations
- M. General Aggregate Limit – Per Project Or Per Location
- N. Knowledge And Notice Of Occurrence Or Offense
- O. Amended Bodily Injury Definition
- P. Amended Insured Contract Definition – Construction Or Demolition Operations Within 50' Of Railroad
- Q. Amended Personal And Advertising Injury Definition – Electronic Material
- R. Unintentional Omission
- S. Waiver Of Transfer Of Rights Of Recovery Against Others To Us

This endorsement modifies insurance provided under the following:

**BUSINESSOWNERS COVERAGE FORM – SECTION II – LIABILITY AND SECTION III AS IT PERTAINS TO LIABILITY ONLY**

**A. First Aid And Good Samaritan Services**

**1. The following is added to Section II A.1. Business Liability Coverages**

We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" arising out of either the rendering of or failure to render, "First Aid" or "Good Samaritan Services" to any person. For the purposes of this coverage grant, "First Aid" or "Good Samaritan Services" will be deemed to meet the definition of "occurrence". For the purposes of determining the applicable limits of insurance, any act or omission together with all related acts or omissions in the rendering of "First Aid" or "Good Samaritan Services" to any one person will be deemed one "occurrence".

- a. "First Aid" means initial care for medical attention immediately following a "bodily injury".
  - b. "Good Samaritan Services" means medical attention provided in an emergency and for which no remuneration is demanded or received.
2. The insurance provided by this provision shall be excess over any valid and collectible other insurance available to any insured whether primary, excess, contingent or any other basis, except for insurance purchased specifically by you to apply in excess of the limits of Insurance shown in the declarations for Business Liability.

**B. Supplementary Payments**

**Section II A.1.f. Coverage Extension – Supplementary Payments** Paragraphs 1.(b) and 1.(d) are deleted and replaced with the following:

- (b) Up to \$2,500 for the cost of bail bonds required because of accidents or traffic violations arising out of any vehicle to which Business Liability Coverage for "bodily injury" applies. We do not have to furnish these bonds.
- (d) All reasonable expenses incurred by the insured at our request to assist in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off work.

**C. Reasonable Force – Bodily Injury Or Property Damage**

**Section II B.1.a. Exclusions, Expected Or Intended Injury**, is deleted and replaced by the following:

**a. Expected or Intended Injury**

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

**D. Non-Owned Watercraft**

**1. Section II B.1.g. Exclusions, Aircraft, Auto Or Watercraft** Subparagraph (2) is deleted and replaced by the following:

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

- (a) Up to seventy-five (75) feet long; and
  - (b) Not being used to carry persons or property for a charge;
2. Only as respects to the insurance provided by this provision **C. Who Is An Insured** is amended to include as an insured any person who, with your express consent uses the watercraft.
3. The insurance provided by this provision shall be excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, except for the insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the declarations for this Coverage Part.

**E. Canoes Or Rowboats**

The following is added to the exceptions contained in **Section II B.1.g. Exclusions, Aircraft, Auto Or Watercraft**:

- (6) Any non-motorized canoe or rowboat owned by the insured. Only as respects to the insurance provided by this provision **C. Who Is An Insured** is amended to include as an insured any person who, with your express consent, uses any such canoe or rowboat.

**F. Damage to Premises Rented to You**

**1. The last paragraph of Section II B.1. Exclusions – Applicable To Business Liability Coverage** is deleted and replaced by the following:

Exclusions **c., d., e., f., g., h., i., k., l., m., n.** and **o.** in **SECTION II – LIABILITY** do not apply to damage by water, fire, explosion, lightning, or smoke resulting from fire to premises while

rented to you, or temporarily occupied by you with permission by the owner. A separate Damage To Premises Rented To You Limit of Insurance applies to this coverage as described in paragraph **D. Liability And Medical Expenses Limits of Insurance** in **SECTION II – LIABILITY**.

**2. Section II F.9.a. Liability And Medical Expenses Definitions**, is deleted and replaced by the following:

a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by water, fire, explosion, lightning, or smoke resulting from fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an “insured contract”;

3. This provision does not apply if coverage for Damage To Premises Rented To You is excluded by another endorsement to this policy.

**G. Aircraft Chartered With Crew**

1. The following is added to the exceptions contained in **Section II B.1.g. Exclusions, Aircraft, Auto or Watercraft**:

(6) Any non-owned aircraft chartered to you with a crew including a pilot.

2. The insurance provided by this provision shall be excess over any valid and collectible other insurance available to the insured whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in Declarations.

**H. Electronic Data Liability**

1. **Section II B.1.q. Exclusions** is deleted and replaced by the following:

**q. Electronic Data**

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, disclosure of, display of, theft or misappropriation of or inability to manipulate “electronic data”. However this exclusion does not apply to “Property Damage”.

2. The following definition is added to **Section II F. Liability And Medical Expenses 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.

3. For the purposes of the coverage provided by this endorsement, **Section II F. Liability And Medical Expenses Definitions**, Paragraph 17. is deleted and replaced by the following:

17. “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 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.
- d. Property damage does not mean disclosure of, display of, or theft or misappropriation of electronic data however caused.

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

**I. Who Is An Insured – Newly Acquired Or Formed Organizations**

The following is added to **Section II C. Who Is An Insured**:

Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, 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:

1. Coverage under this provision is afforded only until the one hundred eightieth (180<sup>th</sup>) day after you acquire or form the organization or the end of the policy period, whichever is earlier;
2. Coverage does not apply for “bodily injury” or “property damage” that occurred before you acquired or formed the organization.
3. Coverage does not apply for “personal and advertising injury” arising out of an offense committed before you acquired or formed the organization.

4. This provision does not apply to any organization for which coverage is excluded by another endorsement to this policy.

#### J. Who Is An Insured – Unnamed Partnership Or Joint Venture

1. The last paragraph of **Section II C. Who Is An Insured** is deleted and replaced by the following:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations. However this limitation does not apply to your liability with respect to your conduct of the business of any current or past partnership or joint venture:

- a. That is not shown as a Named Insured in the Declarations; and
- b. In which you are a member or partner but only if:
  - (i) Each and every member or partner in that joint venture or partnership is not a construction contractor; and
  - (ii) The joint venture or partnership is not providing construction contracting services.
2. This provision does not apply to any person or organization for which coverage is excluded by another endorsement to this policy.
3. The insurance provided by this provision shall be excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, which is available covering your liability with respect to your conduct of the business of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations and which is issued to such partnership or joint venture.

#### K. Additional Insured – Owner, Manager Or Lessor Of Premises Or Leased Equipment

**Section II C. Who Is An Insured** is amended to include as an insured:

1. Any person or organization that you have agreed in a contract or agreement to include as an additional insured on this policy, but:
  - a. Only with respect to liability for “bodily injury” or “property damage” that occurs, or “personal and advertising injury” caused by an offense committed, after you have entered into that contract or agreement; and

- (1) Only if the “bodily injury”, “property damage” or “personal and advertising injury” is caused, in whole or in part, by you or any person or organization performing operations on your behalf, and arises out of the ownership, maintenance or use of that part of any premises leased to you under that contract or agreement; or

- (2) The “bodily injury”, “property damage” or “personal and advertising injury” is caused, in whole or in part, by you or any person or organization performing operations on your behalf, and arises out of the maintenance, operation or use of equipment leased to you by such additional insured.

2. The insurance provided to such additional insured under this provision is subject to the following:

- a. The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the contract or agreement, or the limits shown in the Declarations, whichever are less; and
- b. The insurance afforded to such additional insured does not apply:

- (1) To any “bodily injury” or “property damage” that occurs, or “personal and advertising injury” caused by an offense committed, after you cease to be a tenant in that premises;

- (2) To any structural alterations, construction or demolition operations performed by or on behalf of such additional insured;

- (3) To any premises for which coverage is excluded by another endorsement to this Coverage Part;

- (4) To any “bodily injury” or “property damage” that occurs, or “personal and advertising injury” caused by an offense committed, after the equipment lease expires; or

- (5) If the equipment is leased with an operator.

3. This provision does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this policy.

#### L. Additional Insured – State Or Political Subdivisions – Permits Related To Premises Or Operations

**Section II C. Who Is An Insured** is amended to include as an insured:

1. Any state or political subdivision that has issued a permit in connection with premises owned or occupied by, or rented or loaned to, you, but only with respect to “bodily injury”, “property damage”, “personal and advertising injury” arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, man-holes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations for which that state or political subdivision has issued such permit.
2. Any state or political subdivision that has issued a permit, but only with respect to “bodily injury”, “property damage”, “personal and advertising injury” arising out of operations performed by you or on your behalf for which that state or political subdivision has issued such permit. However, no such state or political subdivision is an insured for:
  - a. “Bodily injury”, “property damage”, “personal and advertising injury” arising out of operations performed for that state or political subdivision; or
  - b. “Bodily injury” or “property damage” included within the “products-completed operations hazard”.

#### M. General Aggregate Limit – Per Project Or Per Location

**Section II D. Liability And Medical Expenses Limits of Insurance, Paragraph 4. Aggregate Limits.** is deleted and replaced by the following:

##### 4. Aggregate Limits

The most we will pay for:

- a. All “bodily injury” and “property damage” that is included in the “products-completed operations hazard” is twice the Liability and Medical Expenses limit.
- b. All:
  - (1) “Bodily injury” and “property damage” except damages because of “bodily injury” or “property damage” included in the “products-completed operations hazard”;
  - (2) Plus medical expenses;
  - (3) Plus all “personal and advertising injury” caused by offenses committed;

is twice the Liability and Medical Expenses limit.

The aggregate limit for all “bodily injury” and “property damage”, medical expenses and “personal and advertising injury” other than “bodily injury” or “property damage” included in the “products-completed operations hazard” applies separately to each of your “projects” away from premises owned by or occupied by you or to each of your “locations” owned by or occupied by you.

“Projects” mean an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each “project” at the same “location” shall be considered a single “project”.

For the purposes of this provision, “location” means

1. Premises involving the same or connecting lots;
2. Premises where connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad; or
3. Premises where operations are performed in sections, stages or phases as a continuation of the same contract or agreement, even if the premises do not involve connecting lots.

Subject to Paragraph a. or b. above, whichever applies, the Damage To Premises Rented To You Limit is the most we will pay for damages because of “property damage” to any one premises, while rented to you, or in the case of fire; explosion; lightning; smoke resulting from such fire, explosion or lightning; or water while rented to you or temporarily occupied by you with permission of the owner.

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

#### N. Knowledge And Notice Of Occurrence Or Offense

The following is added to **Section II E. 2. Liability and Medical Expenses General Conditions, Duties In The Event of Occurrence, Offense, Claim Or Suit:**

Notice of an “occurrence” or of an offense which may result in a claim must be given as soon as practicable after knowledge of the “occurrence” or offense has been reported to you, one of your “executive officers” (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an “employee” (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice.

Knowledge by any other “employee” of an “occurrence” or offense does not imply that you also have such knowledge.

Notice of an “occurrence” or of an offense which may result in a claim will be deemed to be given as soon as practicable to us if it is given in good faith as soon as practicable to your workers' compensation, accident, or health insurer. This applies only if you subsequently give notice of the “occurrence” or offense to us as soon as practicable after you, one of your “executive officers” (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an “employee” (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice discovers that the “occurrence” or offense may involve this policy.

#### O. Amended Bodily Injury Definition

The definition of “bodily injury” in **Section II F.3. Liability And Medical Expenses Definitions** is deleted and replaced by the following:

“Bodily injury” means injury to the body, sickness, disease, or death. “Bodily injury” also means mental injury, mental anguish, emotional distress, pain and suffering, or shock resulting from injury to the body, sickness, disease or death of any person.

#### P. Amended Insured Contract Definition – Construction Or Demolition Operations Within 50' Of Railroad

1. The definition of “insured contract” in **Section II F.9.c. Liability And Medical Expenses Definitions** is deleted and replaced by the following:
  - c. Any easement or license agreement
2. The definition of “insured contract” in **Section II F.9.f.(1) Liability And Medical Expenses Definitions** is deleted.
3. The insurance provided by this provision shall be excess over any valid and collectible Railroad

Protective Liability insurance available to an insured, whether primary, excess, contingent or on any other basis, except for the insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the declarations for this Coverage Part.

#### Q. Amended Personal And Advertising Injury Definition – Electronic Material

1. The definition of “personal and advertising injury” in **Section II F.14.d. Liability And Medical Expenses Definitions** is deleted and replaced by the following:
  - d. Oral, written or electronic publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
2. The definition of “personal and advertising injury” in **Section II F.14.e. Liability And Medical Expenses Definitions** is deleted and replaced by the following:
  - e. Oral, written or electronic publication, in any manner, of material that violates a person's right of privacy;
3. **Section II B.1.p.(2) Exclusions for Personal And Advertising Injury** is deleted and replaced by the following:
  - (2) Arising out of oral, written or electronic publication of material if done by or at the direction of the insured with knowledge of its falsity;
4. **Section II B.1.p.(2) Exclusions for Personal And Advertising Injury** is deleted and replaced by the following:
  - (3) Arising out of oral, written or electronic publication of material whose first publication took place before the beginning of the policy period;

#### R. Unintentional Omission

The following is added to **SECTION III – COMMON POLICY CONDITIONS** Paragraph C. **Concealment, Misrepresentation Or Fraud (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)**

However as it pertains to Business Liability Coverage only, the unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy shall not prejudice your rights under this insurance. This provision does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

**S. Waiver Of Transfer Of Rights Of Recovery Against Others To Us**

**SECTION III – COMMON POLICY CONDITIONS**  
 Paragraph K.2. **Transfer of Rights of Recovery Against Others to Us (BUT APPLICABLE ONLY TO SECTION II – LIABILITY)** is deleted and replaced by the following:

**2. Applicable to Business Liability Coverage:**

We waive any rights of recovery we may have against any person or organization because of payments we make for “bodily injury”, “property damage”, “personal injury and advertising injury” arising out of:

- a. Premises owned by you, temporarily occupied by you with permission of the owner, or leased or rented to you;

- b. Ongoing and completed operations performed by you, or on your behalf, under a contract or agreement with that person or organization;
- c. Your “work”; or
- d. “Your products”.

We waive these rights only where you have agreed to do so as part of a contract or agreement entered into by you before the “bodily injury” or “property damage” occurs or the “personal and advertising injury” offense is committed.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**

Policy Number: PSA0002928  
 Named Insured: AGA Engineers, Inc.

RLI Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## RLIPack® BUSINESS AUTO ENHANCEMENT

### SCHEDULE OF COVERAGES ADDRESSED BY THIS ENDORSEMENT

- A. Broad Form Named Insured
- B. Employees As Insureds
- C. Blanket Additional Insured
- D. Blanket Waiver Of Subrogation
- E. Employee Hired Autos
- F. Fellow Employee Coverage
- G. Auto Loan Lease Gap Coverage
- H. Glass Repair – Waiver Of Deductible
- I. Personal Effects Coverage
- J. Hired Auto Physical Damage Coverage
- K. Hired Auto Physical Damage – Loss Of Use
- L. Hired Car – Worldwide Coverage
- M. Temporary Transportation Expenses
- N. Amended Bodily Injury Definition – Mental Anguish
- O. Airbag Coverage
- P. Amended Insured Contract Definition – Railroad Easement
- Q. Coverage Extensions – Audio, Visual And Data Electronic Equipment Not Designed Solely For The Production Of Sound
- R. Notice Of And Knowledge Of Occurrence
- S. Unintentional Errors Or Omissions
- T. Towing Coverage

This endorsement modifies insurance provided under the following:

## BUSINESS AUTO COVERAGE FORM

### A. Broad Form Named Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any business entity newly acquired or formed by you during the policy period, provided you own fifty percent (50%) or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of one hundred eighty (180) days following the acquisition or formation of the business entity.

This provision does not apply to any person or organization for which coverage is excluded by endorsement.

### B. Employees As Insureds

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any “employee” of yours is an “insured” while using a covered “auto” you don’t own, hire or borrow in your business or your personal affairs.

### C. Blanket Additional Insured

The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

Any person or organization that you are required to include as an additional insured on this coverage form in a contract or agreement that is executed by you before the “bodily injury” or “property damage” occurs is an “insured” for liability coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an “insured” under the Who Is An Insured provision contained in **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

The insurance provided to the additional insured will be on a primary and non-contributory basis to the additional insured’s own business auto coverage if you are required to do so in a contract or agreement that is executed by you before the “bodily injury” or “property damage” occurs.

### D. Blanket Waiver Of Subrogation

The following is added to the **SECTION IV – BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have against any person or organization to the extent required of you by a contract executed prior to any “accident” or “loss”, provided that the “accident” or “loss” arises out

of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

### E. Employee Hired Autos

1. The following is added to the **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, Paragraph **A.1. Who Is An Insured** Provision:

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.

2. Changes In General Conditions:

Paragraph **5.b.** of the **Other Insurance** Condition in the **BUSINESS AUTO CONDITIONS** is deleted and replaced with the following:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered “autos” you own:

- (1) Any covered “auto” you lease, hire, rent or borrow; and
- (2) Any covered “auto” hired or rented by your “employee” under a contract in that individual “employee’s” name, with your permission, while performing duties related to the conduct of your business. However, any “auto” that is leased, hired, rented or borrowed with a driver is not a covered “auto”.

### F. Fellow Employee Coverage

**SECTION II – COVERED AUTOS LIABILITY COVERAGE, Exclusion B.5.** does not apply if you have workers compensation insurance in-force covering all of your employees.

### G. Auto Loan Lease Gap Coverage

**SECTION III – PHYSICAL DAMAGE COVERAGE, C. Limit Of Insurance**, is amended by the addition of the following:

In the event of a total “loss” to a covered “auto” shown in the Schedule of Declarations, we will pay any unpaid amount due on the lease or loan for a covered “auto”, less:

1. The amount paid under the **PHYSICAL DAMAGE COVERAGE** section of the policy; and
2. Any:
  - a. Overdue lease/loan payments at the time of the “loss”;

- b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage.
- c. Security deposits not returned by the lessor;
- d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
- e. Carry-over balances from previous loans or leases.

#### H. Glass Repair – Waiver Of Deductible

##### SECTION III – PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible for a covered “auto” will apply to glass damage if the glass is repaired rather than replaced.

#### I. Personal Effects Coverage

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions:**

##### c. Personal Effects Coverage

In the event of a total theft loss of your covered “auto” we will pay up to \$400 for “loss” to wearing apparel and other personal effects which are:

- (1) Owned by an “insured”; and
- (2) In or on your covered “auto”;

No deductible applies to Personal Effects Coverage.

#### J. Hired Auto Physical Damage Coverage

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions:**

##### d. Hired Auto Physical Damage Coverage

If hired “autos” are covered “autos” for Liability Coverage and this policy also provides Physical Damage Coverage for an owned “auto”, then the Physical Damage Coverage is extended to “autos” that you hire, rent or borrow subject to the following:

- (1) The most we will pay for “loss” in any one “accident” to a hired, rented or borrowed “auto” is the lesser of:
  - (a) \$60,000
  - (b) The actual cash value of the damaged or stolen property as of the time of the “loss”; or
  - (c) 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 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 betterment.
- (4) A deductible equal to the highest Physical Damage deductible applicable to any owned auto will apply.
- (5) This Coverage Extension will not apply to:

(a) Any “auto” that is hired, rented or borrowed with a driver; or

(b) Any “auto” that is hired, rented or borrowed from your “employee”.

#### K. Hired Auto Physical Damage – Loss Of Use

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions:**

e. We will pay sums which you legally must pay to the lessor of a covered “auto” which you have leased without a driver for thirty (30) days or less for the lessor’s loss of use of the covered “auto”, provided:

- (1) This insurance provides comprehensive, specified causes of loss or collision covered on the covered “auto”;
- (2) The loss of use results from the covered “auto” being damaged in an “accident” while you are leasing it.

We will pay up to a maximum limit of \$1,500 for this covered extension.

#### L. Hired Car – Worldwide Coverage

The following is added to **SECTION II – COVERED AUTOS LIABILITY COVERAGE, A.2. Coverage Extensions:**

##### f. Hired Car – Worldwide Coverage

- (1) 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” which occurs outside of the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada resulting from the maintenance, or use of any covered “auto” of the private passenger type you lease, hire, rent or borrow without a driver for thirty (30) days or less.
- (2) With respect to any claim made or “suit” instituted outside the United States of America, the territories and possessions of the United States of America, Puerto Rico, and Canada:

- (a) You shall undertake the investigation, settlement and defense of such claims and “suits” and keep us advised of all proceedings and actions.
- (b) You will not make any settlement without our consent.
- (c) We will reimburse you:
  - (i) For the amount of damages because of liability imposed upon you by law on account of “bodily injury” or “property damage” to which this insurance applies, and
  - (ii) For all reasonable expenses incurred with our consent in connection with the investigation, settlement or defense of such claims or “suits”. Reimbursement for expenses will be part of the Limit of Insurance for liability coverage shown in the Business Auto Coverage Declarations, and not in addition to such limits.
- (3) The limit of Insurance for Liability Coverage shown in the Business Auto Coverage Declarations is the most we will reimburse you for the sum of all damages imposed on you, as set forth in paragraph 2.c. above, and all expenses incurred by you arising out of any single “accident” or “loss”.
- (4) You must maintain the greater of the following primary auto liability insurance limits:
  - (a) Compulsory admitted insurance with limits required to be in force to satisfy the legal requirements of the jurisdiction where the accident occurs; or
  - (b) Insurance limits required by law and issued by a government entity or by an insurer licensed or permitted by law to do business in the jurisdiction where the “accident” occurs; or
  - (c) Auto liability insurance limits of at least \$300,000 combined single limit or \$100,000 per person/\$300,000 per accident Bodily Injury, \$100,000 Property Damage.

If you fail to comply with the above, this insurance is not invalidated. However, in the event of a “loss”, we will pay only to the extent that we would have been liable had you so complied.
- (5) The insurance provided by this coverage extension is excess over any other collectible insurance available to you whether on a primary, excess contingent or any other basis.

## M. Temporary Transportation Expenses

**SECTION III – PHYSICAL DAMAGE COVERAGE, A.4. Coverage Extensions**, subparagraph **a. Transportation Expenses** is deleted and replaced by the following:

### a. Transportation Expenses

- (1) We will pay up to a maximum of \$1,500 for temporary transportation expense incurred by you because of Physical Damage to a covered “auto”.
- (2) We will pay only for those covered “autos” for which you carry Comprehensive, Collision or Specified Case of Loss Coverage.
- (3) We will pay only for those expenses incurred by you during the period of time that begins twenty-four (24) hours after the covered “loss” and ends at the time when the covered “auto” can be reasonably repaired or replaced.
- (4) This coverage does not apply while there are spare or reserve “autos” available to you for your operations.

## N. Amended Bodily Injury Definition – Mental Anguish

The following is added to **SECTION V – DEFINITIONS, Definition C.**:

“Bodily injury” also includes mental anguish, but only when the mental anguish arises from other bodily injury, sickness or disease.

## O. Airbag Coverage

The following is added to **SECTION III – PHYSICAL DAMAGE COVERAGE B. Exclusions 3.a.**:

However, this exclusion will not apply to accidental discharge of an airbag due to mechanical or electrical breakdown.

## P. Amended Insured Contract Definition – Railroad Easement

**SECTION V – DEFINITIONS** paragraph H. “Insured contact” is modified as follows:

- 1. Paragraph H.3. is replaced by the following:
  - 3. Any easement or license agreement.
- 2. Paragraph H.6.a. is deleted.

## Q. Coverage Extensions – Audio, Visual And Data Electronic Equipment Not Designed Solely For The Production Of Sound

**SECTION III – PHYSICAL DAMAGE COVERAGE B. Exclusions**, exception paragraph **a.** to exclusion **4.c.** and **4.d.** is deleted and replaced with the following:

- a. Equipment and accessories used with such equipment, except for tapes, records, discs or other electronic media device, provided such equipment is permanently installed in the covered "auto" at the time of the "loss" or is removable from the 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 "autos" electrical system, in or upon the covered "autos"; or

#### R. Notice Of And Knowledge Of Occurrence

**SECTION IV – BUSINESS AUTO CONDITIONS, A.2. Duties In The Event Of Accident, Claim Suit Or Loss**, subparagraph a. is deleted and replaced with the following:

- a. In the event of "accident", claim, "suit" or "loss", you must give us or our authorized representative prompt notice of the "accident" or "loss" including:
  - (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 person and witnesses.

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (1) You, if you are an individual;

- (2) A partner if you are a partnership; or

- (3) An executive officer or insurance manager, if you are a corporation.

#### S. Unintentional Errors Or Omissions

**SECTION IV – BUSINESS AUTO CONDITIONS, B. General Conditions; 2. Concealment Misrepresentation Or Fraud** is amended by adding the following:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or nonrenewal.

#### T. Towing Coverage

**SECTION III – PHYSICAL DAMAGE COVERAGE, A.2. Towing**, is deleted and replaced by the following:

- 2. We will pay up to \$750 for towing and labor costs incurred each time a covered "auto" is disabled due to a covered cause of loss. However:
  - a. All labor must be performed at the place of disablement; and
  - b. If the covered auto is a private passenger type no deductible applies; and
  - c. If the covered auto is not of the private passenger type our obligation to pay will be reduced by a \$250 deductible per disablement.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**



**COMMERCIAL EXCESS LIABILITY POLICY  
DECLARATIONS**

POLICY NO. NHA601729

ITEM 6. SCHEDULE OF UNDERLYING INSURANCE

Type of Policy	Insurer	Applicable Limit
GENERAL LIABILITY	LANDMARK AMERICAN INSURANCE COMPANY	\$1,000,000 EACH OCCURRENCE \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS/COMPLETED OPS AGG \$1,000,000 PERSONAL/ADVERTISING INJURY
EMPLOYERS LIABILITY	RLI INSURANCE COMPANY	\$1,000,000 EACH ACCIDENT \$1,000,000 DISEASE EACH EMPLOYEE \$1,000,000 DISEASE POLICY LIMIT
GENERAL LIABILITY (BOP)	RLI INSURANCE COMPANY	\$1,000,000 EACH OCCURRENCE \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS/COMPLETED OPS AGG \$1,000,000 PERSONAL/ADVERTISING INJURY
EMPLOYEE BENEFITS LIABILITY (BOP)	RLI INSURANCE COMPANY	\$1,000,000 EACH CLAIM \$1,000,000 AGGREGATE
AUTO LIABILITY	RLI INSURANCE COMPANY	\$1,000,000 COMBINED SINGLE LIMIT

RSG 30002 0803

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—CALIFORNIA**

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

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

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

**Schedule****Person or Organization**

Any person or organization that you are required to waive rights of recovery against in a written contract or agreement.

**Job Description**

Jobs performed for any person or organization that you have agreed with in a written contract to provide this agreement.

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

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

Endorsement Effective 7/1/2024  
Insured AGA Engineers, Inc.

Policy No. PSW0004954  
Insurance Company  
RLI Insurance Company

Endorsement No.

Countersigned By \_\_\_\_\_





Agenda Item No: 1.g

## PLACENTIA CITY COUNCIL AGENDA REPORT

Meeting Date: February 3, 2026

Submitted by: Jeannette Ortega

From: Administrative Services

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### Subject:

**PROFESSIONAL SERVICES AGREEMENT FOR INDEPENDENT REGISTERED MUNICIPAL ADVISOR FOR THE INFRASTRUCTURE FINANCING PLAN (“IFP”) FOR THE PLACENTIA ENHANCED INFRASTRUCTURE FINANCING DISTRICT (“PLACENTIA EIFD”)**

### Financial Impact:

Fiscal Impact:

EXPENSE: \$50,000

BUDGETED: \$50,000 EIFD ACCOUNT (206-90300-9600)

### Summary:

On June 18, 2019, the City Council approved Resolution No. R-2019-28, approving the Infrastructure Financing Plan (“IFP”) for the EIFD. The IFP specifically defines the boundaries of the EIFD, identifies the public infrastructure improvements, and the financial analysis of expected tax increment over the life of the EIFD to allow for the issuance of bonds to pay for the identified public infrastructure improvements.

On July 30, 2019, the Placentia EIFD PFA approved Resolution No. PFA-2019-01, approving the IFP for the Placentia EIFD and the allocation of the City’s incremental tax revenue from the project area pursuant to Government Code Section 53398.75 et seq.

On March 5, 2024, the City Council adopted a resolution approving the amended Infrastructure Financing Plan (“IFP”) for the EIFD as a result of increased construction costs, interest rates, and inflation. The County Board of Supervisors, at their Board meeting on March 12, 2024, unanimously approved a resolution to amend the Infrastructure Financing Plan for the City of Placentia EIFD. The amended IFP was approved by the Placentia EIFD Public Financing Authority on April 9, 2024, and May 14, 2024, respectively.

This action approves a Professional Services Agreement with Kosmont Financial Services, Inc. (“KFS”) to serve as the City’s Independent Registered Municipal Advisor for the issuance of securities (including bonds, notes, and private placement loans) on behalf of the Placentia EIFD. Fees for KFS’s professional, transaction-based services related to the issuance of securities will be paid from tax increment revenues collected by the Placentia EIFD. Any additional closing costs or final financial analysis expenses will be payable from proceeds

generated upon the successful closing of a securities issuance.

**Recommendation:**

Recommended Action: It is recommended that the City Council:

1. Award a Professional Services Agreement with Kosmont Transactions Services, Inc.; and
2. Authorize the City Administrator, and/or her designee, to execute all documents necessary, substantially in a form approved by the City Attorney.

**Strategic Plan Statement:**

This item is consistent with the City Council approved Five Year Strategic Goal 3: Promote Community and Economic Development, under Objective 3.4: Complete Financing Structure for Old Town EIFD.

**Discussion:**

EIFDs provide an opportunity for agencies to issue bonds for an array of public infrastructure projects as well as supporting economic development efforts in specific areas. The area of particular interest to Placentia is the infrastructure needed in and around Old Town Placentia. This area will require a significant investment of public infrastructure in order to attract developers to the area while improving the City’s housing stock and retail opportunities for the public. Land use designations in the area include residential, commercial, industrial, open space and parks. The EIFD area contains over 300 acres, which is approximately 7.1% of the City’s total 4,243 acres.

**Infrastructure Financing Plan**

The IFP prepared by Kosmont Companies (“Kosmont”) for the Placentia EIFD includes TI revenue projections, a cap on the maximum TI revenue to be contributed to the EIFD by both the City and the County, bond authorization, a description of proposed facilities to be funded, a finding of communitywide significance, and a statement of the goals of the EIFD. The PFA is ultimately responsible for preparation and final adoption of an IFP for the Placentia EIFD. As a participating taxing entity of the Placentia EIFD, the County Board of Supervisors approved the IFP at their June 25, 2019, Board Meeting.

On July 30, 2019, the Placentia EIFD PFA adopted Resolution No. PFA-2019-01, approving the IFP for the Placentia EIFD and the allocation of the City’s TI revenue from the project area pursuant to Government Code Section 53398.75 et seq.

On March 5, 2024, the City Council adopted a resolution approving the amended Infrastructure Financing Plan (“IFP”) for the EIFD as a result of increased construction costs, interest rates, and inflation. The County Board of Supervisors, at their Board meeting on March 12, 2024, unanimously approved a resolution to amend the Infrastructure Financing Plan for the City of Placentia EIFD. The amended IFP was approved by the Placentia EIFD Public Financing Authority on April 9, 2024, and May 14, 2024, respectively.

The City’s contribution is approximately 50% of its share of property tax increment (~6.8 out of 13.6 cents on the dollar) within the district over the approximately 40-year district lifetime. The County’s contribution is approximately 50% of its share (~3.0 out of 5.9 cents) within the district boundary over the approximately 25-year district lifetime.

**Independent Registered Municipal Advisors**

KFS will serve as the Independent Registered Municipal Advisor (“IRMA”), as such term is defined by the Securities and Exchange Commission (“SEC”) and Municipal Securities Rulemaking Board (“MSRB”), to the City of Placentia (the “City”) for the issuance of securities (e.g. bonds, notes, private placement loans, etc.) for the Placentia EIFD.

The establishment of an IRMA relationship between KFS and the City authorizes KFS to provide the Placentia EIFD with advice regarding municipal securities. MSRB regulations impose fiduciary and loyalty obligations on IRMAs with regards to any advice an IRMA may provide to an issuer of municipal securities. KFS is required to act and provide advice in a manner that is in the City's best interests, not KFS or those of any other party. Per MSRB regulations, KFS may not dispense to the City any suggestions or recommendations related to municipal securities prior to the establishment in writing of an IRMA relationship. The Professional Services Agreement (Attachment 1) formally establishes the IRMA relationship and authorizes KFS to bring ideas and suggestions to the City related to any outstanding and/or contemplated issues of municipal securities.

IRMA activities covered by this Professional Services Agreement will likely include, but not necessarily be limited to, analysis and suggested courses of action related to the issuance of various types of bonds or other types of financing vehicles, the proceeds of which will be used to finance the acquisition and/or installation of the public infrastructure improvements and/or facilities as contemplated in the EIFD’s IFP.

**Fiscal Impact Summary:**

On June 30, 2025, the Placentia EIFD Public Financing Authority approved the FY 2024–25 Annual Report, which includes \$50,000 for municipal advisory and consulting services. Pursuant to the Professional Services Agreement with KFS, this \$50,000 fee will be paid from tax increment revenues collected by the Placentia EIFD. Any additional costs incurred by KFS related to closing expenses and final analyses will be incorporated into the overall bond issuance structure and will be payable solely from the proceeds generated upon a successful, City-approved closing of a securities issuance (including bonds, notes, or private placement loans) for the Placentia EIFD.

**Attachments**

- [PSA Kosmont 1-29-2026 FINAL.pdf](#)
- [Exhibit A KFS Placentia Proposal 2025.pdf](#)

**CITY OF PLACENTIA  
PROFESSIONAL SERVICES AGREEMENT  
WITH  
KOSMONT FINANCIAL SERVICES**

THIS AGREEMENT is made and entered into this 3<sup>rd</sup> day of February, 2026 (“Effective Date”), by and between the CITY OF PLACENTIA, a municipal corporation (“City”), and KOSMONT TRANSACTIONS SERVICES, INC., dba KOSMONT FINANCIAL SERVICES, a California Corporation (“Consultant”).

**WITNESSETH:**

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide professional municipal advisory and consulting services for the Placentia Enhance Infrastructure Financing District (EIFD), 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 warrants that it is not suspended or debarred from doing business with the United States government and can legally be paid from federal funds. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

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

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

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

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

1.8. Confidentiality. Employees of Consultant in the course of their duties may have

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

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A". Consultant's total compensation shall not exceed fifty thousand dollars (\$50,000), unless authorized herein.

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "Scope of Services", an additional fee based upon the Consultant's standard hourly rates shall be paid to the Consultant for such additional services. Such increase in additional fees shall be limited to 10% of the total contract sum. The City Administrator is authorized to approve a Change Order for such additional services. Where the original contract is \$40,000.00 or less, City Council approval shall be required prior to any increase bringing the total compensation to more than \$40,000.00.

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

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

## **3.0. TIME OF PERFORMANCE**

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "A". 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 twenty-four (24) months, ending on February 3, 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. 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 "B" attached hereto and incorporated herein by this reference.

Neither the City nor any of its officers, officials, 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. 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.

5.3. Certificates of Insurance. Consultant shall provide to City certificates of insurance showing the insurance coverages, as well as providing the City with the required endorsements, 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 "C" and incorporated herein by this reference.

## **6.0. GENERAL PROVISIONS**

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

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

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

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

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

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

IF TO CONSULTANT:

Kosmont Financial Services  
1601 N. Sepulveda Blvd. #382  
Manhattan Beach, CA 90266  
Tel: (424) 297-1070

Attn: Larry Kosmont, CEO

IF TO CITY:

City of Placentia  
401 E. Chapman Ave.  
Placentia, CA 92870  
Tel: (714) 993-8117

Attn: Jennifer Lampman,  
City Administrator

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

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

in the event of such action.

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

6.8. Indemnification and Hold Harmless. Consultant agrees to protect, defend, indemnify, and hold free and harmless the City, its officers, officials, agents, employees, and volunteers, at Consultant's sole expense, from and against any and all claims, liabilities, demands, actions, expenses, damages, suits, or other legal proceedings brought against the City, its officers, officials, agents, employees, and volunteers arising out of or in any way connected with the performance of the Consultant, its employees, and/or authorized subcontractors' work undertaken pursuant to this Agreement including all acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of the Consultant, its employees and/or subcontractors. 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 officers, officials, agents, employees, and volunteers 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, and whether or not there is any evidence of fault or wrongdoing by the Consultant, its employees and/or its subcontractors. 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 7920.000 *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 7924.510, 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. Consultant's duties and services under this Agreement shall not include preparing or assisting the City with any portion of the City's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City. The City shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project, if any, have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Consultant pursuant to this Agreement.

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

\_\_\_\_\_  
Jennifer Lampman, City Administrator

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

ATTEST:

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

CONSULTANT:

  
\_\_\_\_\_  
Signature

Date: January 29, 2026

\_\_\_\_\_  
Larry Kosmont, President

83-3489675  
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

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

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

APPROVED AS TO INSURANCE:

\_\_\_\_\_  
Cyndi Alvarenga, Risk Management

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

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Jeannette Ortega, Project Manager

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

DEPARTMENTAL APPROVAL:

\_\_\_\_\_  
Joseph Lambert, Director of Development Services

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

**EXHIBIT A**  
**CONSULTANT'S PROPOSAL AND SCOPE OF WORK**

## EXHIBIT B

### INSURANCE REQUIREMENTS

#### **A. Minimum Scope and Limits of Insurance**

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 Consultant from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance, including any extension thereof, of this Agreement.

Consultant shall obtain, maintain, and keep in full force and effect during the life of this Agreement, including any extension thereof, all of the following minimum scope of insurance coverages:

##### **1. Commercial General Liability Insurance**

Broad-form commercial general liability, with coverage at least as broad as the most current version of ISO Commercial General Liability coverage form CG 00 01, in a form at least as broad as ISO form CG 00 01 04 13, and shall include insurance for premises and operations, products/completed operations, broad form property damage, contractual liability with respect to this contract, personal injury or bodily injury, and personal and advertising injury with a policy limit of not less than Two Million Dollars (\$2,000,000.00) per occurrence and Four Million Dollars (\$4,000,000.00) general aggregate. The aggregate limit, encompassing the above coverage, shall apply separately to this project/location. If Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

##### **2. Business Automobile Liability Insurance**

Business automobile liability for hired, leased, and non-owned vehicles at least as broad as the most current version of ISO Business Auto Coverage form CA 00 01, with a policy limit of not less than Two Million Dollars (\$2,000,000.00) combined single limit per accident. If Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

##### **3. Workers' Compensation and Employer's Liability Insurance**

To the extent Consultant has employees, Workers' compensation insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000.00) 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, officials, 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.

By signing this Agreement, the Consultant acknowledges and agrees to the following:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Workers' 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.

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 Project Manager before execution of this Agreement by the City. The City, its officers, officials, agents, employees, and volunteers shall not be responsible for any claims in law or equity occasioned by failure of the Consultant to comply with this Section.

#### **4. Professional Errors and Omissions (“E&O”) Liability Insurance**

Professional errors and omissions (“E&O”) liability insurance appropriate to the Consultant's profession, with limits of not less than Two Million Dollars (\$2,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) aggregate. The retroactive date must be shown and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least four (4) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Consultant must purchase “extended reporting coverage” for a minimum of four (4) years after completion of contract work. A copy of the claims reporting requirements must be submitted to the Project Manager for review. If Consultant maintains higher limits than the specified minimum limits, City requires and shall be entitled to coverage for the higher limits maintained by the Consultant.

#### **5. Standards for Insurance Companies**

All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commission to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide.

### **B. Documentation and Other Provisions**

1. The commercial general liability insurance policy and business automobile liability policy shall be endorsed to contain the following: The City of Placentia, its 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; and automobiles owned, leased, hired, or borrowed by the Consultant. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance at least as broad as one of the following ISO ongoing operations forms: CG 20 10 or CG 20 26 or CG 20 33 (not allowed from subcontractors), or CG 20 38; and one of the following ISO completed operations forms: CG 20 37, 2039 (not allowed from subcontractors), or CG 20 40.

2. Said policies shall not terminate, nor shall they be cancelled or coverage reduced, without at least thirty (30) days' written notice to the City. 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 cancelled policy or reduction in the required coverage limits, the City may procure such insurance at Consultant's sole cost and expense.

3. The Consultant's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 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.
4. 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.
5. Defense fees and costs shall not deplete the limits of any insurance provided under this Agreement, except as E&O policies wherein Consultant represents that the amount the E&O policy has depleted as of the date of the Agreement is \_\_\_\_\_. Consultant shall provide notice to the City in writing when the aggregate limits of any insurance has been depleted by more than 10% regardless of the claimant or basis for the expenditures. From the date of the Agreement continuing for three (3) years after completion of the subject project, Consultant shall provide notice to the City if any claimant depletes the aggregate for any amount, and Consultant shall provide bi-monthly updates to the City as to the remaining amount of the aggregate. If the aggregate is depleted by more than \_\_\_\_\_, the City may demand that Consultant obtain excess or umbrella insurance over its E&O insurance, or supplemental E&O insurance, for an amount to be set by the City but shall not exceed the limits sets forth in Section A.4.
6. 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.
7. Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure the City is an additional insured on insurance required from subcontractors.
8. Consultant agrees to waive, and to obtain endorsements from insurers waiving, subrogation rights against the City, its officers, officials, 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 insurance policies.
9. Coverage shall be on a standard occurrence form. Claims-made forms are not acceptable, except under the Professional Errors & Omissions ("E&O") Liability policy. Modified, limited, or restricted occurrence forms are not acceptable.

**EXHIBIT C**  
**CERTIFICATES OF INSURANCE AND ENDORSEMENTS**

**AWAITING INSURANCE DOCUMENTS FROM CONSULTANT'S BROKER**



October 14, 2025

Jennifer Lampman  
City Administrator  
City of Placentia  
401 E. Chapman Ave.  
Placentia, CA 92870

**Re: Proposal for Services for Municipal Advisory and Consulting Services  
Enhanced Infrastructure Financing District (EIFD)**

Dear Ms. Lampman,

Kosmont Transactions Services, Inc. doing business as Kosmont Financial Services (KFS) (“Consultant” or “KFS”) is pleased to present this proposal to provide Municipal Advisory and Consulting Services to the City of Placentia (Client”) related to the establishment, amendment and utilization of the Placentia Enhanced Infrastructure Financing District (“EIFD”). Consultant is an Independent Registered Municipal Advisor (“IRMA”) with the U.S. Securities and Exchange Commission (“SEC”) and the Municipal Securities Rulemaking Board (“MSRB”).

This proposal serves as an Agreement when executed and returned by Client to Consultant.

## **I. BACKGROUND AND OBJECTIVE**

Client established its EIFD in 2019 with Consultant’s assistance and has since advanced the program through subsequent approvals and implementation steps. Since 2021, Consultant has provided ongoing municipal advisory and consulting services to support the EIFD, including financial analyses, cash flow modeling, negotiations with the County of Orange, and preparation for bond financing.

Client now seeks to update and continue its EIFD program to support priority public improvements, including streetscape, infrastructure, and related capital projects. To accomplish this, Client desires to retain Consultant as Municipal Advisor and Consultant to both document past advisory work and provide continued services through the completion of the EIFD’s first bond issuance.

## **II. SCOPE OF SERVICES**

Approach to Tasks: The prospective assignment and consulting services that Consultant will provide will be of a relatively limited scope and duration, and advisory in nature. Consultant will be making recommendations only, which advise the Client and jurisdictions, including their elected officials, appointed officials, and staff, which they can accept or reject. None of Consultant’s staff will act in a

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### **Kosmont Financial Services**

Mailing Address: 1601 N Sepulveda Blvd, #382  
Manhattan Beach, CA 90266

(424) 297-1073  
www.KosmontFinancial.com

Physical Address: 2301 Rosecrans Avenue  
Suite 4140, El Segundo, CA 90245

*Kosmont Financial Services is an Independent Registered Municipal Advisor with the SEC and the MSRB.*

capacity as an elected official, nor as an appointed official, nor as staff, nor as serving in a "designated" position.

Consultant proposes the following scope of work to assist Client in updating and continuing its Enhanced Infrastructure Financing District ("EIFD") to facilitate priority public improvements and support successful project delivery within the District.

**Task 1: EIFD Updates and Initial Financing Underwriting Analysis**

KFS will document prior advisory activities for the Placentia EIFD, including meetings with City staff, the Public Financing Authority (PFA) Board, City Council, preparation of over 100 cash flow models and financial analyses, coordination and negotiations with the County of Orange, management of the underwriter RFP process, and other general municipal advisory activities.

**Task 2: Ongoing Municipal Advisory / EIFD Debt Issuance**

KFS will continue to provide municipal advisory services in support of the Placentia EIFD bond issuance. This includes coordination with City staff and the PFA Board, updates and refinements to financial analyses and cash flow models, assistance with required communications and documentation related to the financing process, and other municipal advisory services requested by the City to facilitate completion of the bond issuance.

**III. SCHEDULE AND REQUIRED DATA**

Consultant is prepared to commence work upon receipt of an executed Agreement. Client will provide Consultant with project data requested by Consultant, such as financial reports and any other documentation relevant to potential EIFD debt issuance.

**IV. COMPENSATION**

Compensation for Tasks will be a flat fee of \$50,000. Compensation for Task 2 will be based on hours spent at Consultant's billing rates as shown on Attachment A. Future increases in budget will require approval by Client in advance. Budget may be increased by Client at any time.

Full payment must be received by Consultant before the final written summary or report of Consultant's findings is released to Client.

***Consultant is prepared to commence work upon receipt of executed Agreement.***

Consultant anticipates a single consolidated round of Client comments and revisions on draft work product before Consultant provides a final version of work product. If necessary, additional rounds of comments and revisions can be accommodated on an hourly basis.

Consultant's attendance or participation at any **publicly noticed** meeting, whether such participation is in person, digital, video and/or telephonic (e.g., *City Council, Planning Commission, Public Agency Board,*

*other*), as requested by Client is in addition to compensation for Tasks 1 through 2 and will be billed at the professional services (hourly) fees as shown on Attachment A.

Services will be invoiced monthly at Consultant's standard billing rates, as shown on Attachment A. In addition to professional services (hourly) fees, invoices will include reimbursement for out-of-pocket expenses such as travel and mileage (provided that there shall be no overnight travel without the Client's prior approval and that mileage shall be reimbursed at the current IRS mileage reimbursement rate), professional printing, conference calls, and delivery charges for messenger and overnight packages at actual cost. Unless otherwise agreed to in advance, out-of-area travel, if any, requires advance funding of flights and hotel accommodations.

Consultant will also include in each invoice an administrative services fee to cover in-house copy, fax, telephone and postage costs equal to four percent (4.0%) of Consultant's monthly professional service fees incurred. Any unpaid invoices after 30 days shall accrue interest at the rate of 10% per annum.

For the convenience of Consultant's clients, we offer a secure credit card payment service. The credit card payment link is: <https://kosmont.paidyet.com> and there are two ways to make a secure credit card payment:

1. Fill in the "**Make a Payment**" form when you go to the link (<https://kosmont.paidyet.com>), or
2. Call Consultant's accounting desk (424) 297-1072 to make a credit card payment

## **V. INFORMATION RELATED TO THE ESTABLISHMENT OF AN INDEPENDENT REGISTERED MUNICIPAL ADVISORY RELATIONSHIP AND OTHER DISCLOSURES**

### Duties and Responsibilities of KFS

As an IRMA, KFS has a duty of care and loyalty to Client and has a fiduciary obligation to provide advice and conduct Municipal Advisory Activities in a manner that is in Client's best interests, not ours or those of any other party.

### Disclosure of Material Conflicts

Circumstances when payment of KFS's professional fees is contingent upon a successful closing of any financing present an unavoidable conflict related to KFS advising Client whether to proceed with such a financing. Receiving compensation upon a successful closing is an industry standard. KFS is accustomed and willing to work "at risk" when required and believes this conflict can and will be properly managed and mitigated, as is the case with other engagements KFS regularly undertakes. This conflict is naturally removed when KFS's compensation is based solely on an hourly (time and materials) basis.

KFS is not aware of any other conflicts that currently exist or that may come to exist by engaging in Municipal Advisory Activities with Client.

Other than as stated above, KFS is not aware of any other conflicts that currently exist or that may come to exist by engaging in Municipal Advisory Activities with Client.

### Disclosure of Legal or Disciplinary Events

Neither KFS, its principles, nor its Municipal Advisor Professionals assigned to Client have ever been the subject of any legal or disciplinary actions or events that may be material to Client's evaluation of KFS or the integrity of our management or personnel.

#### Termination of IRMA Relationship

Each of Client and KFS is free to terminate this IRMA relationship at any time by giving notice to the other party. While Client may ultimately undertake the issuance of municipal securities, such event will not necessarily trigger an automatic termination of the IRMA relationship that KFS has with Client. It is presently anticipated that KFS will continue to perform municipal advisory activities for Client at Client's pleasure and on an ongoing basis.

#### Compensation for Possible Future Real Estate Evaluation or Brokerage Services

The following is being provided solely as an advance disclosure of real estate brokerage services and potential compensation for such services. This disclosure is not intended to commit the Client.

When assignments involve real estate/property brokerage services, such transaction-based services are typically provided by Kosmont Real Estate Services, Inc. doing business as Kosmont Realty ("KR"). KR is licensed by the State of California Department of Real Estate (License# 02058445). Compensation to KR is typically paid through commissions for property sale transactions, lease transactions and success/broker fees. KR also provides Broker Opinions of Value ("BOV") services on a fixed fee basis.

## **VI. Other Provisions**

**A. Termination.** Client or Consultant shall have the right to terminate this Agreement at any time upon written notification to the other party. Payment for fees accrued through the date of termination shall be remitted in full.

**B. Arbitration.** Any controversy or claim arising out of or in relation to this Agreement, or the making, performance, interpretation or breach thereof, shall be settled by arbitration at JAMS in Los Angeles, California. Each of the parties to such arbitration proceeding shall be entitled to take up to five depositions with document requests. The provisions of Section 1283.05 (except subdivision (e) thereof) of the California Code of Civil Procedure are incorporated by reference herein, except to the extent they conflict with this Agreement, in which case this Agreement is controlling. If the matter is heard by only one arbitrator, such arbitrator shall be a member of the State Bar of California or a retired judge. If the matter is heard by an arbitration panel, at least one member of such panel shall be a member of the State Bar of California or a retired judge. The arbitrator or arbitrators shall decide all questions of law, and all mixed questions of law and fact, in accordance with the substantive law of the State of California to the end that all rights and defenses which either party may have asserted in a court of competent jurisdiction shall be fully available to such party in the arbitration proceeding contemplated hereby. The arbitrator and arbitrators shall set forth and deliver their findings of fact and conclusions of law with the delivery of the arbitration award. Judgment upon the award rendered shall be final and non-appealable and may be entered in any court having jurisdiction.

**C. Attorneys' Fees.** In the event of any legal action, arbitration, or proceeding arising out of an alleged breach of this Agreement, the party prevailing in such legal action, arbitration, or proceeding shall be

entitled to recover reasonable attorneys' fees, expenses and costs, as well as all actual attorneys' fees, expenses and cost incurred in enforcing any judgment entered.

**D. Authority.** Each of the parties executing this Agreement warrants that persons duly authorized to bind each such party to its terms have executed this Agreement.

**E. Further Actions.** The parties agree to execute such additional documents and take such further actions as may be necessary to carry out the provisions and intent of this Agreement.

**F. Assignment.** Neither this Agreement nor any of the rights or obligations hereunder may be assigned by either party without the prior written consent of the other party.

**G. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

**H. Entire Agreement; Amendments and Waivers.** This Agreement contains the final, complete and exclusive agreement between the parties relating to the transactions contemplated hereby and any and all prior discussions, negotiations, commitments and understanding, whether written or oral, related hereto are superseded hereby. No addition or modification of any term or provision of this Agreement shall be effective unless set forth in writing signed by both parties. No waiver of any of the provisions of this Agreement shall be deemed to constitute a waiver of any other provision hereof (whether or not similar), nor shall such waiver constitute a continuing waiver of such provisions unless otherwise expressly provided. Each party to this Agreement has participated in its drafting and, therefore, ambiguities in this Agreement will not be construed against any party to this Agreement.

**I. Severability.** If any term or provision of this Agreement shall be deemed invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and in force to the fullest extent permitted by law.

**J. Notices.** All notices, requests, demands and other communications which may be required under this Agreement shall be in writing and shall be deemed to have been received when transmitted; if personally delivered, or transmitted by telecopier, electronic, or other digital transmission method, upon transmission; if sent by next day delivery to a domestic address by a recognized overnight delivery service (e.g., FedEx), the day after it is sent; and if sent by certified or registered mail, return receipt requested, upon receipt. In each case, notice shall be sent to the principal place of business of the respective party. Either party may change its address by giving written notice thereof to the other in accordance with the provisions of this paragraph.

**K. Titles and Captions.** Titles and captions contained in this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or the intent of any provision herein.

**L. Governing Law.** The statutory, administrative, and judicial law of the State of California (without reference to choice of law provisions of California law) shall govern the execution and performance of this Agreement.

**M. Confidentiality.** Each of the parties agrees not to disclose this Agreement or any information concerning this Agreement to any persons or entities, other than to their attorneys and accountants, or as otherwise may be required by law.

**N. Counterparts.** This Agreement may be executed in one or more counterparts, each of which constitutes an original, and all of which together constitute one and the same instrument. The signature of any person on a telecopy of this Agreement, or any notice, action or consent taken pursuant to this Agreement, shall have the same full force and effect as such person's original signature.

**O. Disclaimer.** Consultant's financial analysis activities and work product, which may include but is not limited to pro forma analysis and tax projections, are projections only. Actual results may differ materially from those expressed in any analysis performed by consultant due to the integrity of data received, market conditions, economic events and conditions, and a variety of other factors that could materially affect the data and conclusions. Client's reliance on Consultant's analysis must consider the foregoing.

Consultant services outlined and described herein are advisory services only. Any decisions or actions taken or not taken by Client and affiliates are deemed to be based on Client's understanding, and by execution of this Agreement, acknowledgement that Consultant's services are advisory only and as such cannot be relied on as to the results, performance and conclusions of any investment or project that Client may or may not undertake as related to the services provided including any verbal or written communications by and between Client and Consultant.

Client acknowledges that Consultant's use of work product is limited to the purposes contemplated within this Agreement. Consultant makes no representation of the work product's application to, or suitability for use in, circumstances not contemplated by the scope of work under this Agreement.

**P. Limitation of Damages.** In the event Consultant is found liable for any violation of duty, whether in tort or in contract, damages shall be limited to the amount of compensation Consultant has received from Client.

**Q. Force Majeure.** Consultant shall not be liable for failure or delay in performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by significant circumstances beyond its reasonable control, including, without limitation: epidemic; acts of God; earthquakes; fires; floods; wars; civil or military disturbances; acts of terrorism; sabotage; strikes; riots; wide-spread power failures and wide-spread internet failure. Contractual performance and deadline(s) shall be extended for a period equal to the time lost by reason of the delay.

**R. Expiration of Proposal for Services.** If this Agreement is not fully executed by the parties within thirty (30) days from the date of this letter, this proposal shall expire.

**S. Not an agreement for Legal Services or Legal Advice.** This Agreement does not constitute an agreement for the performance of legal services or the provision of legal advice, or legal opinion. Client should seek independent legal counsel on matters for which Client is seeking legal advice.

[signature page follows]



**VII. ACCEPTANCE AND AUTHORIZATION**

If this Agreement is acceptable to Client, please execute two copies of the Agreement and return both originals to KFS. Upon receipt of both signed contracts, we will return one fully executed original for your files. KFS will commence work upon receipt of executed Agreement.

Read, understood, and agreed to this

\_\_\_\_ Day of \_\_\_\_\_, 2025.

**City of Placentia**

**Kosmont Transactions Services, Inc. dba  
Kosmont Financial Services**

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Print Name)

Name: Larry J. Kosmont, CRE®

Its: \_\_\_\_\_  
(Title)

Its: President

**ATTACHMENT A  
Kosmont Financial Services  
2025 Public Agency Fee Schedule**

**Professional Services**

President & CEO	\$525.00/hour
Sr. Managing Director / Sr. Vice President / Senior Advisor	\$395.00/hour
Vice President / Managing Director	\$295.00/hour
Senior Project Analyst	\$205.00/hour
Project Analyst / Project Research	\$195.00/hour
Assistant Project Analyst / Assistant Project Manager	\$165.00/hour
Project Promotion/Graphics/GIS Mapping Services	\$ 95.00/hour
Clerical Support	\$ 80.00/hour

• **Additional Expenses**

In addition to professional services (labor fees):

- 1) An administrative fee for in-house copy, fax, phone, postage costs, digital/technological support and related administrative expenses will be charged, which will be computed at four percent (4.0 %) of monthly Kosmont Financial Services professional service fees incurred; plus
- 2) Out-of-pocket expenditures, such as travel and mileage, professional printing, and delivery charges for messenger and overnight packages will be charged at cost.
- 3) Project/Market data sources for support of evaluation and analysis e.g., ESRI, Placer.ai, CoStar/STR, IMPLAN, ParcelQuest, Refinitiv and other based on quoted project cost.
- 4) If Kosmont retains Third Party Vendor(s) for Client (with Client's advance approval), fees and cost will be billed to Client at 1.1X (times) fees and costs.
- 5) Consultant's attendance or participation at any public meeting, whether such participation is in person, digital, video and/or telephonic (e.g., *City Council, Planning Commission, Public Agency Board, other*) requested by Client and are beyond those specifically identified in the Scope of Work will be billed at the professional services (hourly) fees as shown on this Attachment A.

• **Charges for Court/Deposition/Expert Witness-Related Appearances**

Court-related (non-preparation) activities, such as court appearances, depositions, mediation, arbitration, dispute resolution and other expert witness activities, will be charged at a court rate of 1.5 times scheduled rates, with a 4-hour minimum.

*Rates Effective until December 31, 2025. For and during the term of the subject Agreement, the above referenced rates in each category will be increased, effective January 1, 2026, and annually thereafter, to reflect the adjustment in the CPI (U.S. Dept. of Labor, Bureau of Labor Statistics) All Cities Average Consumer Price Index for the prior year. As an example, the US City Average Consumer Price Index (CPI-U) for January 2025 was 317.671, representing a change of **3.0 percent** over the index for January 2024.*

**Kosmont Financial Services**

Mailing Address: 1601 N Sepulveda Blvd, #382  
Manhattan Beach, CA 90266

(424) 297-1073  
www.KosmontFinancial.com

Physical Address: 2301 Rosecrans Avenue  
Suite 4140, El Segundo, CA 90245

*Kosmont Financial Services is an Independent Registered Municipal Advisor with the SEC and the MSRB.*



Agenda Item No: 1.h

## **PLACENTIA CITY COUNCIL AGENDA REPORT**

Meeting Date: February 3, 2026

Submitted by: Gabriel Guerrero-Gabany

From: Public Works

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### **Subject:**

**APPROVAL OF FINAL PARCEL MAP NO. 2024-143 PERTAINING TO THE SUBDIVISION OF A 2.66 ACRE LOT INTO TWO PARCELS LOCATED AT 975 S. LAKEVIEW AVENUE WITHIN THE C-M (COMMERCIAL MANUFACTURING) ZONING DISTRICT**

### **Financial Impact:**

Fiscal Impact:

None.

### **Summary:**

On April 1, 2025, City Council approved Tentative Parcel Map No. 2024-143 for the subdivision of one existing parcel into two (2) parcels for property located at 975 S. Lakeview Avenue. The subject site is located in the southeastern portion of the City of Placentia, near the border of Anaheim. The Parcel Map will subdivide the existing 2.66-acre lot into two (2) separate lots.

All conditions imposed upon the subject parcel map have been met pursuant to Section 66473.5 of the California Government Code. The proposed project is consistent with the City's General Plan and meets the minimum development standards of the Placentia Municipal Code (PMC). The recommended actions will accept Final Parcel Map No. 2024-143.

### **Recommendation:**

Recommended Action: It is recommended that the City Council:

1. Approve Final Parcel Map No. 2024-143, subject to final review and approval by the County Surveyor; and
2. Authorize the City Clerk to sign Final Parcel Map No. 2024-143.

### **Strategic Plan Statement:**

This item is consistent with the City Council approved Five-Year Strategic Goal to achieve:

The City's Strategic Plan Objective 1.4 of protecting and preserving economic development nodes by ensuring clear property delineation, regulatory compliance, and efficient site management. By properly defining boundaries around the fueling tanks, the adjustment supports the continued viability of a revenue-generating commercial property, enhances land use clarity, and facilitates long-term investment potential. This contributes to the stability and orderliness of the area, ultimately maximizing revenue opportunities for the City.

**Discussion:**

The subject site is located in the southeastern portion of the City of Placentia, near the border of Anaheim. It is a developed lot that includes a gas station and a warehouse with an associated administrative office to the north. The property is situated west of S. Lakeview Avenue and north of E. Mira Loma Avenue within the C-M (Commercial Manufacturing) Zoning District. The parcels are currently designated as numbered lots, with multiple access points from both S. Lakeview Avenue and E. Miraloma Avenue.

The Final Map will subdivide the existing 2.66-acre lot into two (2) separate lots. The proposed lot sizes exceed the minimum lot size and width requirements established under the C-M (Commercial Manufacturing) Zoning District, ensuring compliance with zoning regulations. The site is located in an established industrial area, surrounded by a variety of industrial and commercial uses, and is adjacent to the City of Anaheim. The lot line will be centrally positioned within the property and will not negatively impact onsite circulation, access, or parking configurations for existing uses. This subdivision will maintain the functionality, compliance, and operational efficiency of both parcels while supporting orderly development within the industrial zone.

Placentia Municipal Code (PMC) Section 22.80.010(a) requires a Parcel Map for all subdivisions of four (4) or fewer parcels and PMC Section 22.80.060(c) requires the Planning Commission to take action to recommend to the City Council conditional approval or denial of a proposed subdivision map. On March 11, 2025, the Planning Commission voted 6-0-0, to recommend approval of Tentative Parcel Map 2024-143. On April 1, 2025, City Council approved Tentative Parcel Map No. 2024-143 for the subject subdivision.

All conditions imposed upon the subject parcel map have been met pursuant to Section 66473.5 of the California Government Code. The proposed project is consistent with the City's General Plan and meets the minimum development standards of the PMC. The recommended actions will accept Final Parcel Map No. 2024-143, as shown and documented on the attached final map.

**Fiscal Impact Summary:**

No fiscal impact is anticipated with the approval of the Parcel Map, as the proposed subdivision involves adjusting property lines to better align with existing on-site improvements.

**Attachments**

[PM2024-143\\_final.pdf](#)

SHEET 1 OF 3  
2 NUMBERED PARCELS  
AREA: 2.658 AC GROSS  
AREA: 2.631 AC NET  
DATE OF SURVEY:  
APRIL 18, 2025  
ALL OF TENTATIVE PARCEL  
MAP NO. 2024-143

# PARCEL MAP NO. 2024-143

IN THE CITY OF PLACENTIA, COUNTY OF ORANGE, STATE OF CALIFORNIA

BEING A SUBDIVISION OF A PORTION OF PARCEL 1 OF PARCEL MAP NO. 85-243,  
AS SHOWN ON A MAP FILED IN BOOK 207, PAGES 10 AND 11 OF PARCEL MAPS,  
IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, CALIFORNIA.

DAVID C. QUEYREL  
L.S. 7703

ANACAL ENGINEERING  
COMPANY

DATE OF SURVEY:  
APRIL 2025

ACCEPTED AND FILED AT THE  
REQUEST OF  
ORANGE COAST TITLE

DATE \_\_\_\_\_  
TIME \_\_\_\_\_ FEE \$ \_\_\_\_\_  
INSTRUMENT NO. \_\_\_\_\_  
BOOK \_\_\_\_\_ PAGE \_\_\_\_\_

HUGH NGUYEN  
COUNTY CLERK-RECORDER

BY \_\_\_\_\_  
DEPUTY

### SUBDIVIDER'S CERTIFICATE:

WE, THE UNDERSIGNED, BEING THE SUBDIVIDERS OF THE LAND COVERED BY THIS MAP, THE RECORD OWNERS OF WHICH ARE LISTED HEREIN, DO HEREBY CERTIFY THAT SAID RECORD OWNERS CONSENT TO THE PREPARATION AND RECORDATION OF SAID MAP, AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

GREENLEAF, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, OWNER AND SUBDIVIDER

BY: \_\_\_\_\_  
NAME: LEAH MONGE  
TITLE: MANAGING MEMBER

### SURVEYOR'S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF GREENLEAF, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, IN APRIL, 2025. I HEREBY STATE THAT ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY.

  
BY: DAVID C. QUEYREL L.S. 7703  
MY LICENSE EXPIRES 12/31/26  
DATE 1/8/25



### NOTARY 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 \_\_\_\_\_ } SS

ON \_\_\_\_\_ BEFORE ME, \_\_\_\_\_, NOTARY PUBLIC,

PERSONALLY APPEARED, \_\_\_\_\_ 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.

SIGNATURE \_\_\_\_\_ MY PRINCIPAL PLACE OF BUSINESS IS  
IN \_\_\_\_\_ COUNTY

MY COMMISSION EXPIRES \_\_\_\_\_

(NAME PRINTED)

### COUNTY SURVEYOR'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND THAT ALL MAPPING PROVISIONS OF THE SUBDIVISION MAP ACT HAVE BEEN COMPLIED WITH AND I AM SATISFIED SAID MAP IS TECHNICALLY CORRECT, RELATIVE TO THE PARCEL MAP BOUNDARY.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 202\_

LILY M. N. SANDBERG, COUNTY SURVEYOR L.S. 8402

### CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND IT TO BE SUBSTANTIALLY IN CONFORMANCE WITH THE TENTATIVE MAP, IF REQUIRED, AS FILED WITH, AMENDED AND APPROVED BY THE CITY PLANNING COMMISSION; THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND CITY SUBDIVISION REGULATIONS HAVE BEEN COMPLIED WITH.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 202\_

BY: \_\_\_\_\_  
CHRISTOPHER M. TANIO  
DIRECTOR OF PUBLIC WORKS/CITY ENGINEER OF CITY OF PLACENTIA  
R.C.E. NO. 82756

### CITY SURVEYOR'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND HAVE FOUND THAT IT CONFORMS WITH THE MAPPING PROVISIONS OF THE SUBDIVISION MAP ACT AND I AM SATISFIED SAID MAP IS TECHNICALLY CORRECT IN ALL RESPECTS NOT STATED TO BY THE COUNTY SURVEYOR.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 202\_

MICHAEL L. FOREMAN, PLS 5778  
CITY SURVEYOR, CITY OF PLACENTIA

### SIGNATURE OMISSIONS

PURSUANT TO THE PROVISIONS OF SECTION 66436(a)(3)(A) OF THE SUBDIVISION MAP ACT, THE FOLLOWING SIGNATURES HAVE BEEN OMITTED:

- (A) YORBA LINDA WATER COMPANY, HOLDER OF AN EASEMENT FOR RIGHTS OF WAY AND INCIDENTAL PURPOSES RECORDED. NOVEMBER 7, 1911 IN BOOK 203, PAGE 291 OF DEEDS.
- (B) YORBA IRRIGATION COMPANY, A CORPORATION, HOLDER OF AN EASEMENT FOR DITCHES, PIPE LINES, FLUMES, ETC AND INCIDENTAL PURPOSES RECORDED. FEBRUARY 17, 1914 IN BOOK 250, PAGE 66 OF DEEDS.
- (D) CITY OF PLACENTIA, HOLDER OF AN EASEMENT FOR TREETWELL AND INCIDENTAL PURPOSES, DEDICATED ON PARCEL MAP NO. 79-804 AS FILED IN PARCEL MAP BOOK 261, PAGES 28-31 INCLUSIVE.
- (E) YORBA LINDA WATER DISTRICT, A PUBLIC CORPORATION, HOLDER OF AN EXCLUSIVE PERPETUAL EASEMENT FOR IRRIGATION AND DOMESTIC WATER AND INCIDENTAL PURPOSES RECORDED. NOVEMBER 1, 1999 AS INSTRUMENT NO. 1999-763507, OF OFFICIAL RECORDS.
- (F) CITY OF PLACENTIA, HOLDER OF AN EASEMENT FOR PUBLIC STREET AND ROAD PURPOSES, PUBLIC UTILITIES, WIRES, CABLES, CONDUITS, STORM SEWERS, SANITARY SEWERS AND WATER PIPE LINES AND INCIDENTAL PURPOSES RECORDED NOVEMBER 4, 1999 AS INSTRUMENT NO. 1999-772377, OF OFFICIAL RECORDS.
- (G) SOUTHERN CALIFORNIA EDISON COMPANY, HOLDER OF AN EASEMENT TO CONSTRUCT, USE, MAINTAIN, ALTER, ADD TO, REPAIR, REPLACE, RECONSTRUCT, INSPECT, AND/OR REMOVE AT ANY TIME AND FROM TIME TO TIME UNDERGROUND ELECTRICAL SUPPLY SYSTEMS AND COMMUNICATION SYSTEM, CONSISTING OF WIRES, UNDERGROUND CONDUITS, CABLES, VAULTS, MANHOLES, HANDHOLES, AND INCLUDING ABOVE-GROUND ENCLOSURES, AND OTHER APPURTENANT FIXTURES AND EQUIPMENT NECESSARY OR USEFUL FOR DISTRIBUTING ELECTRICAL ENERGY AND FOR TRANSMITTING INTELLIGENCE BY ELECTRICAL MEANS AND INCIDENTAL PURPOSES. RECORDED FEBRUARY 22, 2000 AS INSTRUMENT NO. 2000-91777 OF OFFICIAL RECORDS.

### CITY CLERK'S CERTIFICATE:

STATE OF CALIFORNIA }  
COUNTY OF ORANGE } SS  
CITY OF PLACENTIA }

I HEREBY CERTIFY THAT THIS MAP WAS PRESENTED FOR APPROVAL TO THE CITY COUNCIL OF THE CITY OF PLACENTIA AT A REGULAR MEETING THEREOF HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ AND THAT THEREUPON SAID COUNCIL DID, BY AN ORDER DULY PASSED AND ENTERED, APPROVE SAID MAP.

AND DID ALSO APPROVE SUBJECT MAP PURSUANT TO THE PROVISIONS OF SECTION 66436 (a)(3)(A) OF THE SUBDIVISION MAP ACT.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 202\_

ROBERT S. MCKINNELL  
CITY CLERK OF THE CITY OF PLACENTIA

### COUNTY TREASURER-TAX COLLECTOR'S CERTIFICATE:

STATE OF CALIFORNIA }  
COUNTY OF ORANGE } SS  
CITY OF PLACENTIA }

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF MY OFFICE, THERE ARE NO LIENS AGAINST THE LAND COVERED BY THIS MAP OR ANY PART THEREOF FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOT YET PAYABLE.

AND DO CERTIFY TO THE COUNTY RECORDER OF ORANGE COUNTY THAT THE PROVISIONS OF THE SUBDIVISION MAP ACT HAVE BEEN COMPLIED WITH REGARDING DEPOSITS TO SECURE PAYMENT OF TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND COVERED BY THIS MAP.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 202\_

SHARI L. FREIDENRICH  
COUNTY TREASURER-TAX COLLECTOR  
BY \_\_\_\_\_  
TREASURER-TAX COLLECTOR



SHEET 3 OF 3  
 2 NUMBERED PARCELS  
 AREA: 2.685 AC GROSS  
 AREA: 2.631 AC NET  
 DATE OF SURVEY:  
 APRIL 18, 2025  
 ALL OF TENTATIVE PARCEL  
 MAP NO. 2024-143

# PARCEL MAP NO. 2024-143

IN THE CITY OF PLACENTIA, COUNTY OF ORANGE, STATE OF CALIFORNIA

DAVID C. QUEYREL  
 L.S. 7703

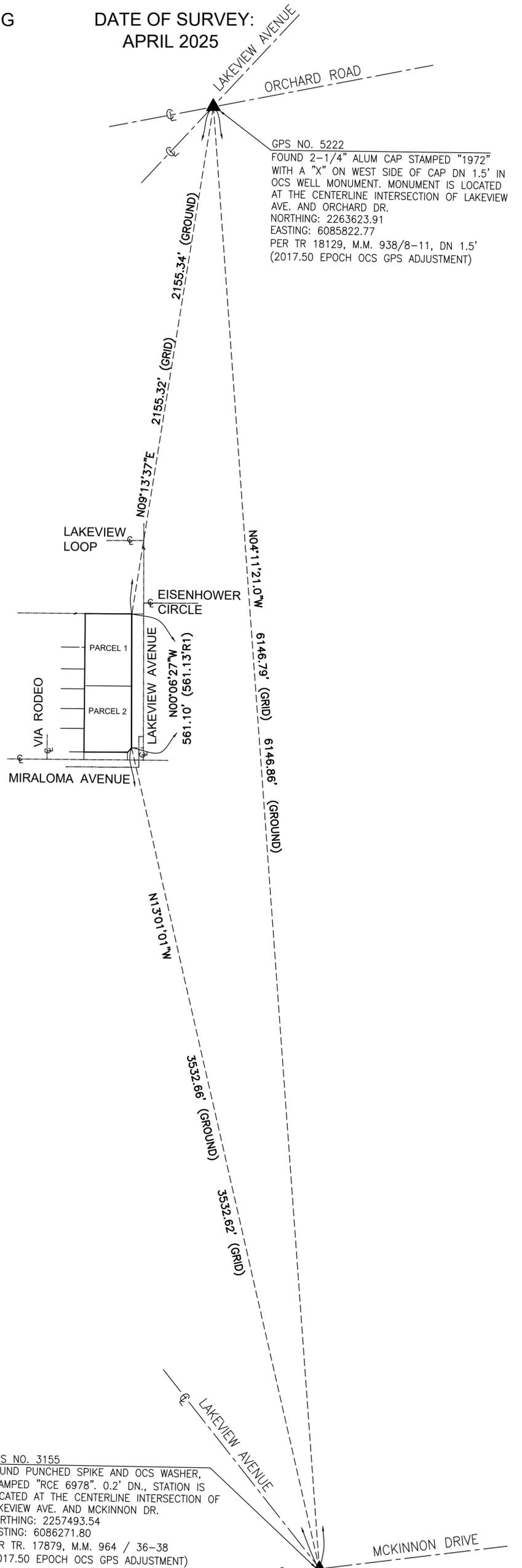
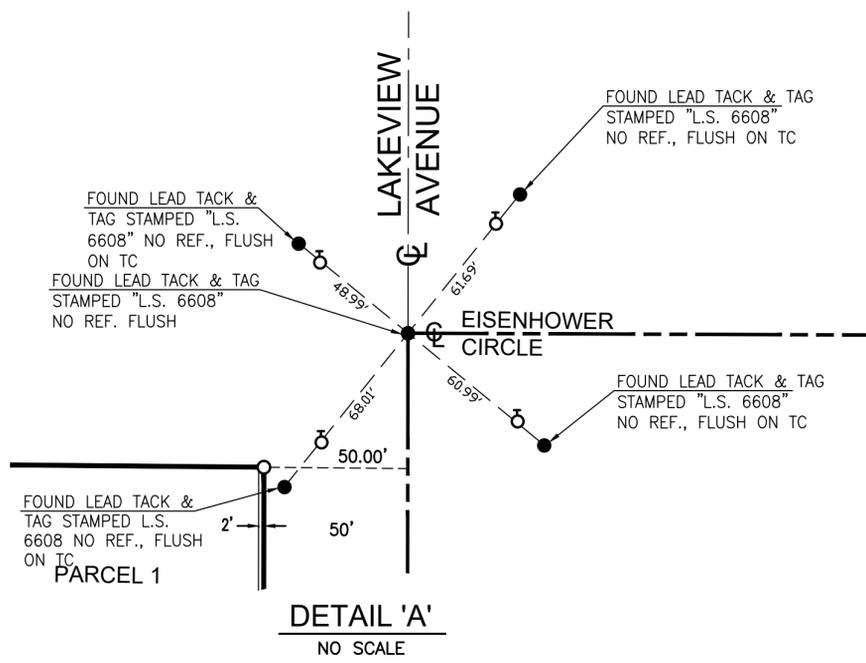
ANACAL ENGINEERING  
 COMPANY

DATE OF SURVEY:  
 APRIL 2025

SEE SHEET 2 FOR BOUNDARY  
 ESTABLISHMENT, REFERENCES,  
 AND EASEMENT NOTES



SCALE: NONE



GPS NO. 5222  
 FOUND 2-1/4" ALUM CAP STAMPED "1972"  
 WITH A "X" ON WEST SIDE OF CAP DN 1.5' IN  
 OCS WELL MONUMENT. MONUMENT IS LOCATED  
 AT THE CENTERLINE INTERSECTION OF LAKEVIEW  
 AVE. AND ORCHARD DR.  
 NORTHING: 2263623.91  
 EASTING: 6085822.77  
 PER TR 18129, M.M. 938/8-11, DN 1.5'  
 (2017.50 EPOCH OCS GPS ADJUSTMENT)

GPS NO. 3155  
 FOUND PUNCHED SPIKE AND OCS WASHER,  
 STAMPED "RCE 6978". 0.2' DN., STATION IS  
 LOCATED AT THE CENTERLINE INTERSECTION OF  
 LAKEVIEW AVE. AND MCKINNON DR.  
 NORTHING: 2257493.54  
 EASTING: 6086271.80  
 PER TR. 17879, M.M. 964 / 36-38  
 (2017.50 EPOCH OCS GPS ADJUSTMENT)

## MONUMENTATION

- ▲ INDICATES FOUND O.C.S. HORIZONTAL CONTROL STATION GPS MONUMENT PER RECORDS ON FILE IN THE OFFICE OF THE ORANGE COUNTY SURVEYOR
- INDICATES MONUMENT FOUND AS NOTED.

## BASIS OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING BETWEEN O.C.S. HORIZONTAL CONTROL G.P.S. STATION NO. 3155 AND G.P.S. STATION NO. 5222 BEING NORTH 04°11'24" WEST PER RECORDS ON FILE IN THE OFFICE OF THE ORANGE COUNTY SURVEYOR.

## DATUM STATEMENT

COORDINATES SHOWN ARE BASED ON THE CALIFORNIA COORDINATE SYSTEM, (CCS83) ZONE VI, 1983 NAD, (2017.50 EPOCH OCS GPS ADJUSTMENT). ALL DISTANCES SHOWN ARE GROUND, UNLESS OTHERWISE NOTED, TO OBTAIN GRID DISTANCE MULTIPLY GROUND DISTANCE BY 0.99998857, MEAN VALUE.



Agenda Item No: 2.a

## **PLACENTIA CITY COUNCIL AGENDA REPORT**

Meeting Date: February 3, 2026

Submitted by: Joe Lambert

From: Development Services

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### **Subject:**

**CONSIDERATION OF THE ADOPTION OF A DEVELOPMENT IMPACT FEE NEXUS STUDY AND ADOPTION OF APPLICABLE RESOLUTION(S) AND/OR APPLICABLE ORDINANCE(S) AMENDING VARIOUS CITY DEVELOPMENT IMPACT FEES. THE PROPOSED ACTION INCLUDES ADOPTION OF NEW CITY FACILITIES FEES, AND AMENDED FEES FOR OTHER CITYWIDE DEVELOPMENT IMPACT FEES, TRANSIT ORIENTED DEVELOPMENT AREA (TOD) DEVELOPMENT IMPACT FEES, AND AFFORDABLE HOUSING FEES**

### **Financial Impact:**

#### Fiscal Impact:

Development Impact Fees are established for cost recovery or statutory purposes only. There is no immediate fiscal impact associated with the recommended actions. The adoption of revised development impact fees, new City Facilities Fees and residential affordable housing impact fees will not have an immediate impact on revenues to the City until effective 60 days subsequent to adoption. This agenda item adjusts or establishes impact fees commensurate with a Development Impact Fee Nexus Study prepared for City Council consideration.

### **Summary:**

The City's Development Impact Fees program ("DIF") was first established in the early 1970's when much of the City was undeveloped. The City's costs for infrastructure have significantly increased over that period of time; however, the City's DIFs were not updated regularly to adequately cover said infrastructure costs, thus requiring the General Fund to subsidize infrastructure improvements or, in some cases, the improvements that are not conducted by a developer. In addition, in April 2017, the City Council approved the Transit-Oriented Development ("TOD") Packinghouse District Plan which results in impacts to City services that the new development will create and identifies mitigation measures and costs associated with mitigating those impacts. Furthermore, since the inception of the DIF program, the City's Housing Element outlines numerous additional goals and policies, including goals and policies that provide more affordable housing opportunities to its residents.

In 2017, to address the aforementioned lack of infrastructure funding citywide, within the TOD District, and lack of funds related to implementing the required Housing Element citywide, the City prepared new development impact fee nexus studies ("Studies") for the purpose of updating DIFs. The result was an update to the existing citywide DIF program, creating a TOD

DIF program, and creating a Housing Impact Fee program (collectively, “DIFs”). The studies analyzed the impacts created by new development on City operations and infrastructure needs and calculated the cost and method of apportionment of those fees and impacts across needed mitigation measures. Those fees are then utilized to construct improvements throughout the City to mitigate development impacts on the community. The affordable housing fee was created for the purpose of collecting new developer-paid housing impact fees to be used to provide additional affordable housing opportunities in the community. Collectively, the DIF program that is currently in place was adopted by City Council in October 2017, implemented by Ordinance Nos. O-2017-09 (TOD DIFs), O-2017-10 (Citywide DIFs), O-2017-11 (Housing Impact Fee) and became effective in December 2017.

In 2023, City Council adopted an update to the DIF program, largely resulting in adjustments to the 2017 DIFs, increasing each fee by Construction Cost Index (“CCI”) as recommended by the three 2017 studies. In addition to the routine adjustment pursuant to CCI, two specific fees were updated commensurate with actual costs in 2023. Those fees that were updated beyond CCI are the Public Safety Impact Fee (now known as Fire, Police Animal Shelter fees) and TOD Sewer Impact Fee. These specific fees were updated beyond CCI because the City performed the “City of Placentia Development Impact Fee Nexus Study” dated April 2023.

In 2024, as part of the annual DIF update, City Council directed staff to prepare a new Development Impact Fee Nexus Study Report to update both Citywide Development Impact Fees and Transit Oriented Development (TOD) Impact Fees, with an annual cost increase metric that most closely reflects the current cost indices average for cost trends for specific construction trade labor and materials in the current construction environment.

**Recommendation:**

Recommended Action: It is recommended that the City Council:

1. Open the Public Hearing regarding consideration of the adoption of a Development Impact Fee Nexus Study and adoption of applicable Resolution(s) and/or applicable Ordinance(s) amending various City Development Impact Fees, including adoption of new City Facilities Fees, and amended fees for other Citywide Development Impact Fees, Transit Oriented Development Area (TOD) Development Impact Fees, and Affordable Housing Fees; and
2. Receive the Staff report, consider all public testimony, ask questions of Staff; and
3. Continue the public hearing to the regular City Council meeting of March 3, 2026.

**Strategic Plan Statement:**

This item is consistent with the City Council approved Five-Year Strategic Goal to Keep Development Impact Fees current and updated to facilitate cost recovery by requiring new development to pay a fair share of costs for City facilities, as Objective Number 1.3 is to Update Fee Study/Cost Allocation. In addition, this action is consistent with Objective Number 3.12 to secure funding for affordable housing as the Citywide Residential Affordable Housing Impact Fees will be increasing commensurate with a Development Impact Fee Nexus Study prepared for City Council consideration.

**Discussion:**

Staff recommends that City Council continue the public hearing to the regular City Council meeting of March 3, 2026. This will allow Staff time to further analyze the Development Impact Fee Nexus Study prepared by the City's consultant, DTA, and prepare proper recommendations to City Council prior to adoption.

**Fiscal Impact Summary:**

There is no immediate fiscal impact associated with the recommended actions. DIFs are a commonly used cost recovery method of collecting a proportional share of funds from new development for infrastructure improvements and/or other public facilities capital improvements that would be needed as a result of the new development. These fees are seen as paying for necessary infrastructure costs as opposed to the General Fund and are therefore seen as a method of cost recovery. The adoption of amended citywide and TOD Development Impact Fees, Residential Affordable Housing Impact Fees and new City Facilities Fees will not have an immediate impact on revenues to the City until effective 60 days subsequent to adoption.



Agenda Item No: 3.a

## **PLACENTIA CITY COUNCIL AGENDA REPORT**

Meeting Date: February 3, 2026

Submitted by: Jeannette Ortega

From: City Administrator

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**Subject:**  
**VISION STATEMENT AND STRATEGIC GOALS**

**Financial Impact:**

Fiscal Impact:

None.

**Summary:**

Jacob Green and Associates was retained by the City to facilitate discussions related to updating and revising the City's Vision Statement and Strategic Goals. A series of meetings were conducted with the City Council and the City Administrator to gather input and perspectives. Mr. Jacob Green and Mr. Greg Devereaux met with the City Council and the City Administrator to assist the City of Placentia in developing a revised Vision Statement that aligns with the City's current goals, priorities, and objectives. In addition, Mr. Green and Mr. Devereaux reviewed the City's previously adopted Strategic Goals and recommended revisions to ensure the updated Strategic Goals serve as an effective framework for future City Council Agenda Reports and staff initiatives.

Based on the input received from the City Council and the City Administrator, a revised Vision Statement was developed, and five (5) Strategic Goals were identified for the City. This action requests the City Council's review and consideration of the proposed Vision Statement and Strategic Goals for adoption.

**Recommendation:**

Recommended Action: It is recommended that the City Council:

1. Review and provide direction on the Vision Statement and Strategic Goals; and
2. Adopt the Vision Statement and Strategic Goals as amended.

**Strategic Plan Statement:**

This item will update and amend the Five-Year Strategic Plan.

**Discussion:**

Jacob Green and Associates was retained by the City to facilitate discussions related to updating and revising the City's Vision Statement and Strategic Goals. A series of meetings was conducted with the City Council and the City Administrator to gather input and perspectives. Mr. Jacob Green and Mr. Greg Devereaux met with the City Council and City

Administrator to assist the City of Placentia in developing a revised Vision Statement and Strategic Goals that aligns with the City's current priorities and objectives.

### **Vision Statement**

The existing Vision Statement was adopted in 2009 in response to specific circumstances affecting the City at that time. Over the years, the City Council has expressed interest in updating the Vision Statement to more accurately reflect the City's evolving priorities, vision, and objectives. The proposed revised Vision Statement is as follows:

"The City of Placentia is dedicated to fostering transparency, integrity, and responsiveness through innovative and ethical leadership, ensuring the delivery of high-quality services in a fair and equitable manner. We also strive for financial sustainability, supporting safe, welcoming neighborhoods, well-kept streets, parks, and public spaces while maintaining the small-town charm that defines our community."

### **Strategic Goals**

Mr. Green and Mr. Devereaux worked collaboratively with the City Council and the City Administrator to discuss the City's current goals, objectives, and long-term direction. Based on the input received during these meetings, five (5) Strategic Goals were identified for the City (see Attachment "A"). The proposed Strategic Goals are as follows:

#### **Goal 1: Fiscal Sustainability**

Ensure long-term financial health by responsibly managing resources, investing wisely, and maintaining a balanced budget that supports high-quality services for the community.

#### **Goal 2: Public Safety**

Provide a safe, family-friendly environment through proactive policing, efficient fire and emergency medical services, disaster preparedness, and strong community partnerships that protect residents, businesses and visitors.

#### **Goal 3: Infrastructure, Facilities & Public Spaces**

Maintain and enhance streets, parks, and public facilities to ensure they are well-appointed, clean, attractive, and reflective of the city's commitment to quality.

#### **Goal 4: Economic Development**

Foster a thriving local economy by supporting business growth and attracting new businesses.

#### **Goal 5: Organizational Excellence**

Cultivate a high-performing, well-run organization that delivers exceptional service and operates with transparency, accountability, honesty, and integrity.

Tonight's City Council Meeting requests that the City Council review and consider the proposed Vision Statement and Strategic Goals. Following City Council direction, Staff recommends adoption of the City of Placentia's Vision Statement and Strategic Goals, as amended if necessary.

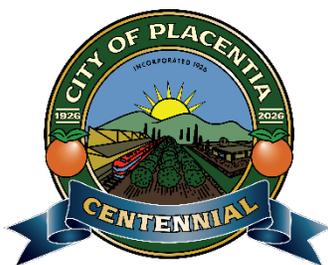
Upon adoption, the new Vision Statement would supersede the prior Vision Statement adopted in 2009. Additionally, the new Strategic Goals would replace the former Five-Year Strategic Plan adopted in 2022. If approved, these Strategic Goals will serve as the framework for future City Council Agenda Reports and Staff planning and initiatives.

**Fiscal Impact Summary:**

There is no direct fiscal impact associated with the adoption of the Vision Statement and Strategic Goals. However, upon approval, the revised Vision Statement will be updated in all locations where the previous statement is currently referenced. Additionally, the Strategic Goals will be incorporated into the City's budgeting process and integrated into Departmental objectives to guide future planning and operations.

**Attachments**

[Attachment A - Vision Statement and Strategic Goals](#)



## VISION STATEMENT

The City of Placentia is dedicated to fostering transparency, integrity, and responsiveness through innovative and ethical leadership, ensuring the delivery of high-quality services in a fair and equitable manner. We also strive for financial sustainability, supporting safe, welcoming neighborhoods, well-kept streets, parks, and public spaces while maintaining the small-town charm that defines our community.

## STRATEGIC GOALS

### **Goal 1: Fiscal Sustainability**

Ensure long-term financial health by responsibly managing resources, investing wisely, and maintaining a balanced budget that supports high-quality services for the community.

### **Goal 2: Public Safety**

Provide a safe, family-friendly environment through proactive policing, efficient fire and emergency medical services, disaster preparedness, and strong community partnerships that protect residents, businesses and visitors.

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