



Regular Meeting Agenda

December 15, 2015

Placentia City Council

Placentia City Council as Successor to the Placentia

Redevelopment Agency

Placentia Industrial Commercial

Development Authority

Jeremy B. Yamaguchi
Mayor

Craig S. Green
Mayor Pro Tem

Scott W. Nelson
Council Member

Constance M. Underhill
Council Member

Chad P. Wanke
Council Member

Patrick J. Melia
City Clerk

Kevin A. Larson
City Treasurer

Damien R. Arrula
Interim City Administrator

Christian L. Bettenhausen
City Attorney

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

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Mission Statement

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

Vision Statement

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

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

Procedures for Addressing the Council/Board Members

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

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

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

Special Accommodations

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk's Office at (714) 993-8231. Notification 48 hours prior to the meeting will generally enable City Staff to make reasonable arrangements to ensure accessibility. (28 CFR 35.102.35.104 ADA Title II)

In compliance with California Government Code § 54957.5, any writings or documents provided to a majority of the City Council regarding any item on this agenda that are not exempt from disclosure under the Public Records Act will be made available for public inspection at the City Clerk's Office at City Hall, 401 East Chapman Avenue, Placentia, during normal business hours.

Study Sessions are open to the public and held in the City Council Chambers or City Hall Community Room. Executive Sessions are held in the Council Caucus Room. While the public may be in attendance during oral announcements preceding Executive Sessions, Executive Sessions are not open to the public.

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING AGENDA- CLOSED SESSION
DECEMBER 15, 2015
5:30 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER:

ROLL CALL: Councilmember/Board Member Nelson
Councilmember/Board Member Underhill
Councilmember/Board Member Wanke
Mayor Pro Tem/Board Vice Chair Green
Mayor/Board Chair Yamaguchi

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.

CITY COUNCIL:

1. Pursuant to Government Code Section 54956.8:
CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Property: 207-209 W. Crowther Ave APN: 339-402-05; 07; 08; 11
Agency Negotiator: Damien R. Arrula, Interim City Administrator
Negotiating Parties: Patrick Helgeson, Newport Equities
Under Negotiations: Price and Terms of Payment
2. **CONFERENCE WITH LEGAL COUNSEL- EXISTING LITIGATION**
Significant Exposure to Litigation Pursuant to California Government Code Section 54956.9(d)(1): Pike v. City of Placentia; Case CV-08-08586 DSF
3. Pursuant to Government Code Section 54956.8:
CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Property: 321 S. Main Street APN: 339-393-09
Agency Negotiator: Damien R. Arrula, Interim City Administrator
Negotiating Parties: Placita Santa Fe Downtown Merchants
Under Negotiations: Price and Terms of Payment
4. **CONFERENCE WITH LEGAL COUNSEL- ANTICIPATED LITIGATION**
Significant Exposure to Litigation Pursuant to California Government Code Section 54956.9(d)(2): (2)
5. Pursuant to Government Code Section 54957.6:
CONFERENCE WITH LABOR NEGOTIATOR
Agency Designated Representatives: Damien R. Arrula, Interim City Administrator
Steve Pischel, Dir. Administrative Services
Employee Organizations: Placentia City Employees Association (PCEA), Placentia Police Officers Association (PPOA), and Placentia Police Management Association (PPMA)

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

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING AGENDA
DECEMBER 15, 2015
7:00 p.m. – City Council Chambers
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER:

ROLL CALL: Councilmember/Board Member Nelson
Councilmember/Board Member Underhill
Councilmember/Board Member Wanke
Mayor Pro Tem/Board Vice Chair Green
Mayor/Board Chair Yamaguchi

INVOCATION: Police Chaplain Ken Milhander

PLEDGE OF ALLEGIANCE:

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.

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

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

- 1.a. **Consideration to Waive Reading in Full of all Ordinances and Resolutions**
Fiscal Impact: None
Recommended Action: Approve.
- 1.b. **Minutes**
City Council/Successor/ICDA Regular Meeting–November 17, 2015
Recommended Action: Approve.
- 1.c. **City Fiscal Year 2015-16 Check Register for December 15, 2015**
Fiscal Impact: \$377,292.96
Recommended Action: It is recommended that the City Council:
1) Receive and file.

- 1.d. **Award of Contract for the Installation of Electric Vehicle Charging Stations**
Fiscal Impact: Expense: \$ 37,310 Total Installation Expense
 Revenue: \$90,000 Grant from South Coast Air Quality Management District Mobile Source Reduction Committee
Recommended Action: It is recommended that the City Council:
- 1) Authorize the Interim City Administrator to accept and enter into an agreement for the \$90,000 Air Quality Management District Mobile Source Reduction Committee grant for the installation of electric vehicle charging stations, in a form approved by the City Attorney; and
 - 2) Accept the bid submitted by Brea Electric as the lowest responsive, responsible bidder in the amount of \$37,310, and award it a contract for this work; and
 - 3) Adopt Resolution No. R-2015-69, A Resolution of the City Council of the City of Placentia, California, authorizing a budget amendment in Fiscal Year 2015-16 in the aggregate amount of \$37,310 in compliance with City Charter §§ 1206 and 1209 pertaining to appropriations for actual expenditures; and
 - 4) Authorize the Interim City Administrator or designee to execute documents on behalf of the City, in a form approved by the City Attorney.
- 1.e. **Amendment No. 1 to Professional Services Agreement with Albert Grover & Associates for Traffic Engineering Services**
Fiscal Impact: Expense: \$90,000
 Budgeted: \$90,000 (Account No.: 103550-6015)
Recommended Action: It is recommended that the City Council:
- 1) Approve Amendment No. 1 to Professional Services Agreement with Albert Grover & Associates extending the term of the existing agreement to provide traffic engineering services for an additional year from December 16, 2015 to December 15, 2016; and
 - 2) Authorize the Interim City Administrator to execute Amendment No. 1; and
 - 3) Authorize the Interim City Administrator to approve the second and final available contract term extension based on consultant performance, in a form approved by the City Attorney.
- 1.f. **Urban Areas Security Initiative (UASI) Agreement between the City of Santa Ana and the City of Placentia**
Fiscal Impact: None
Recommended Action: It is recommended that the City Council:
- 1) Approve the Agreement with the City of Santa Ana; and
 - 2) Authorize the Interim City Administrator and/or his designee to execute all the necessary documents, in a form approved by the City Attorney.
- 1.g. **Revised Effective Date to an Amendment of the Waste Disposal Agreement (WDA) Between the County of Orange and the City of Placentia**
Fiscal Impact: Expense: \$0
 Offsetting Revenue: \$0
Recommended Action: It is recommended that the City Council:
- 1) Adopt Resolution No. R-2015-70, A Resolution of the City Council of the City of Placentia, California, Approving an Amendment to the 2009 Waste Disposal Agreement with the County of Orange.

- 1.h. **Extension of Agreement with Government Staffing Services, Inc., dba MuniTemps**
Fiscal Impact: Expense: FY 2015-16 Amount not-to-exceed \$39,000
Recommended Action: It is recommended that the City Council:
 1) Approve the Agreement Extension with Government Staffing Services, Inc., dba MuniTemps, for Fiscal Year 2015-16 for temporary City staffing services in an amount not-to-exceed \$39,000.
- 1.i. **Agreement for Media Production Services With Empire Media Productions**
Fiscal Impact: Expense: Amount not-to-exceed \$55,800 annually from January 1, 2016 to June 30, 2018
 Budgeted: \$55,800, (Budgeted FY 2015-16 Account No.: 581573-6099)
Recommended Action: It is recommended that the City Council:
 1) Approve a Professional Services Agreement with Empire Media Productions for Media Production Services in an amount not-to-exceed \$55,800 annually from January 1, 2016 to June 30, 2018 with two (2) additional one (1) year extension options; and
 2) Authorize the Interim City Administrator to execute the Professional Services Agreement in a form approved by the City Attorney; and
 3) Authorize the Interim City Administrator to approve the two (2) additional one (1) year contract term extensions based upon consultant performance, in a form approved by the City Attorney.
- 1.j. **Purchase of Replacement Desktop Computers**
Fiscal Impact: Not-To-Exceed \$30,000
 Offsetting Revenue: Budgeted \$30,000 (333523-6899/30029-6899)
Recommended Action: It is recommended that the City Council:
 1) Authorize the use of the NASPO Cooperative Program for the purchase of 40 HP Computers and necessary equipment from GST in an amount not-to-exceed \$30,000.
- 1.k. **Response to 2014-2015 Grand Jury Report, "The Orange County Animal Shelter: The Facility, The Function The Future."**
Fiscal Impact: None
Recommended Action: It is recommended that the City Council:
 1) Authorize the Mayor to execute the letter to the Presiding Judge of the Superior Court, that responds to the findings and recommendations to the 2014-2015 Orange County Grand Jury Report entitled "The Orange County Animal Shelter: the Facility, the Function, the Future."
- 1.l. **Resolution Approving Statement of Investment Policy for 2016**
Fiscal Impact: None
Recommended Action: It is recommended that the City Council:
 1) Adopt Resolution No. R-2015-71, A Resolution of the City Council of the City of Placentia, Acknowledging the Receipt and Filing of the Annual Statement of Investment Policy for the Year 2016.

2. **PUBLIC HEARING:** None

3. **REGULAR AGENDA:**

- 3.a. **Memorandum of Understanding between the City and the Placentia City Employee Association**
Fiscal Impact: \$63,790 (Estimated) for Fiscal Year 2015-16, \$48,154 (Estimated) for Fiscal Year 2016-17
 Offsetting Revenue: FY 2014-15 Salary Savings

Recommended Action: It is recommended that the City Council:

- 1) Approve the proposed Memorandum of Understanding with the Placentia City Employees Association as outlined in Exhibit 1; and
- 2) Approve Resolution, R-2015-68, A Resolution of the City Council of the City of Placentia, California, Authorizing a Budget Amendment in Fiscal Year 2015-16 in Compliance with the City Charter of the City of Placentia §§ 1206 and 1209 Pertaining to Appropriating for Actual Expenditures; and
- 3) Authorize the Director of Administrative Services and Finance Services Manager to sign the document on behalf of the City Council and Interim City Administrator.

3.b. **Appointments to Fill Vacancies on Various City Commission and Committees**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Make the necessary appointments to fill the vacancies listed below:
 - a. Three (3) vacancies on the Financial Audit Oversight Committee
 - b. Two (2) vacancies on the Heritage Committee
 - c. Two (2) vacancies on the Historical Committee
 - d. Three (3) vacancies on the Planning Commission
 - e. One (1) vacancy on the Recreation & Parks Commission
 - f. Two (2) vacancies on the Traffic Safety Commission
 - g. Two (2) vacancies on the Economic Development; and
- 2) Direct Staff to continue the Commission and Committee Application/Recruitment process for any remaining vacancies.

3.c. **Annual City Council Appointment to Various Intergovernmental Agencies, Associations and City Subcommittees**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Review the attached list of current appointments to the various intergovernmental agencies, associations, and City subcommittees and make appointments as desired; and
- 2) Adopt Resolution No. R-2015-72, A Resolution of the City Council of the City of Placentia, California, Designating and Appointing its Representative to the Orange County Fire Authority's Board of Directors; and
- 3) Direct Staff to notify the various intergovernmental agencies, associations, and City subcommittees of the City Council appointments.

CITY COUNCIL/BOARD MEMBERS REQUESTS:

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

ADJOURNMENT:

The City Council/Successor Agency/ICDA Agency Board of Directors will adjourn to January 5, 2016 at 5:30 p.m.

CERTIFICATION OF POSTING

I, Rosanna Ramirez, Chief Deputy City Clerk of the City of Placentia and Assistant Secretary of the Industrial Commercial Development Authority and Successor Agency, hereby certify that the Agenda for the December 15, 2015 meetings of the City Council, Successor Agency, and Industrial Commercial Development Authority was posted on December 10, 2015.

Rosanna Ramirez, Chief Deputy City Clerk

**PLACENTIA CITY COUNCIL
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
REGULAR MEETING MINUTES
CITY COMMISSION and COMMITTEE INTERVIEWS/CLOSED SESSION
NOVEMBER 17, 2015
4:00 p.m. – Administrative Conference Room
401 E. Chapman Avenue, Placentia, CA**

CALL TO ORDER: Mayor Wanke called the meeting to order at 4:15 p.m.

ROLL CALL:

PRESENT: Councilmember/Board Member Green, Nelson, Underhill, Wanke

ABSENT: Yamaguchi

Mayor Pro Tem Yamaguchi arrived at 4:40 p.m.

ORAL COMMUNICATIONS: None

CITY COUNCIL:

Administrative Conference Room:

a. **Interviews of incumbents for various City Commissions and Committees**

City Council interviewed the following incumbents seeking reappointment to the City's Commissions and Committees: Linda Bartelt, David Mooberry, Vic Tomazic, and James Schenck.

Caucus Room:

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

Significant Exposure to Litigation Pursuant to California Government Code Section 54956.9(d)(2): (1)

2. Pursuant to Government Code Section 54957.6:

CONFERENCE WITH LABOR NEGOTIATOR

Agency Designated Representatives: Damien R. Arrula, Interim City Administrator
Steve Pischel, Dir. Administrative Services

Employee Organizations: Unrepresented, Placentia Police Officers Association (PPOA), Placentia Police Management Association (PPMA), and Placentia City Employees Association (PCEA)

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

**1.b.
December 15, 2015**

CALL TO ORDER: Mayor Wanke called the meeting to order at 7:16 p.m.

ROLL CALL:

PRESENT: Councilmember/Board Member Green, Nelson, Underhill, Yamaguchi, Wanke

ABSENT: None

STAFF PRESENT: Interim City Administrator/Executive Director Damien R. Arrula; City Attorney/Authority Counsel Christian L. Bettenhausen; Director of Administrative Services Steve Pischel; Chief Financial Officer Linda G. Magnuson; Chief of Police Ward Smith; Interim Director of Community Services Stacia Mancini; Public Work Manager Luis Estevez; Traffic Engineer Mark Miller; Chief Deputy City Clerk Rosanna Ramirez; City Clerk Specialist Candice Martinez.

INVOCATION: Police Chaplain Gary Drabek

PLEDGE OF ALLEGIANCE: Councilmember Nelson

PRESENTATIONS:

- a. **Posthumous Presentation to the City Honoring Placentia Police Department Lieutenant Kenneth Alexander's Service to the Turkish-American Community**

Presenters: Vice Consul of Turkey Yavuz Selim Cankal, and Placentia Resident Turgut Cakiraga

Vice Consul of Turkey Yavuz Selim Cankal and Placentia resident Turgut Cakiraga presented Mayor Wanke and Police Chief Smith with a plaque to the City recognizing and appreciating Lieutenant Ken Alexander for his commitment to service to the California Turkish-American Community.

CLOSED SESSION REPORT:

City Attorney/Agency Council Bettenhausen reported the Council/Agency met in closed session to discuss items listed on the agenda and direction was given.

CITY ADMINISTRATOR REPORT:

Interim City Administrator Arrula announced that Placentia City Hall will be closed Wednesday, November 25th and Thursday, November 26th in observance of the Thanksgiving holiday. He introduced the following new City Staff members: Interim Development Services Director Jennifer Davis, Public Works Manager Luis Estevez, Management Assistant Sagar Patel, Building Permit Technician Beth Hartley, and Senior Administrative Assistant Elsa Villagrana.

ORAL COMMUNICATIONS:

Blake Montero, resident, requested to formally withdraw his application for consideration to the City's Commissions and Committees. He expressed his concerns regarding the City's continued civil right violations and behavior towards residents.

Ed Garcia, Placita Downtown Merchants Member and business owner, commended Interim City Administrator Arrula and City Staff for their outstanding work with the downtown parking project.

Stanley Nelson, resident, provided City Council with copies of a newspaper article discussing the City of Santa Barbara's efforts to defeat the gang injunctions in their community. He commented to the video that was posted by the District Attorney's Office about gang injunctions and noted that he attended the Injunction Hearing and felt intimidated by the

Placentia Police Department. He requested for Council to assist with the research the gang injunction through the Police Department.

Joshua Correa, resident, thanked Supervisor Todd Spitzer and Shawn Nelson for the approval of the first homeless shelter in the City of Anaheim. He noted that he would like to continue to communicate with Council and City Staff regarding the gang injunctions.

Ellen Ross, expressed her opposition to the Gang Injunction. She thanked Mayor Wanke for allowing public comments at the past city council meeting and urged Council to research the impacts on the community from gang injunctions. She noted that she attended the Injunction Hearing, and noted that there was no open conversation/public discussion on the gang injunction. She noted the next Court Hearing date on January 19, 2016 making the two gang injunctions areas permanent.

Dennis Blake, noted that the Placita Santa Fe Merchants have been meeting with City Staff on the temporary parking lot in downtown Placentia, and provided City Council with an overview of the proposed parking lot. He noted they will continue to work with City Staff on a permanent parking area.

Rosalina Davis, Placita Santa Fe Merchants President and business owner, noted that she was in support of the downtown projects including the Newport Equities project. She announced the upcoming 21st Annual Tamale Festival Event on December 9, 2015 from 4:00 p.m. to 9:00 p.m. in the Placentia Downtown area.

Mayor Wanke requested for Regular Agenda Item 3.b. to be presented before the Consent Calendar items.

3.b. September 2015 Treasurer's Report (Preliminary)

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Receive and file the September 2015 Treasurer's Report (Preliminary).

City Treasurer Larson presented the September 2015 Preliminary Treasurer's Report and noted that he has reviewed and recommends approval of the item.

Motion by Nelson, seconded by Green and carried a (5-0) vote to approve the recommended action.

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

Motion by Green, seconded by Nelson and carried a (5-0) vote to approve the Consent Calendar Items Nos. 1.a. through 1.h. Councilmember Green pulled item 1.c. and 1.h. for separate discussion.

1.a. Consideration to Waive Reading in Full of all Ordinances and Resolutions

Fiscal Impact: None

Recommended Action: Approve.

(Approved 5-0, as recommended)

1.b. City Fiscal Year 2015-16 Check Register for November 17, 2015

Fiscal Impact: \$549,351.89

Recommended Action: It is recommended that the City Council:

- 1) Receive and file.

(Approved 5-0, as recommended)

1.c. **Consideration of Benefits Adjustments for Unrepresented City Employees**

Fiscal Impact: \$19,200 (Estimated) for Fiscal Year 2015-16; \$19,200 (Estimated) for Fiscal Year 2016-17

Recommended Action: It is recommended that the City Council:

- 1) Approve benefit adjustments for Unrepresented City Employees as outlined in Exhibit 1; and
- 2) Approve Resolution, R-2015-65, A Resolution of the City Council of the City of Placentia, California, Authorizing a Budget Amendment in Fiscal Year 2015/16 in Compliance with City Charter of the City of Placentia §§ 1206 and 1209 Pertaining to Appropriating for Actual Expenditures; and
- 3) Agree that if one or more bargaining units receive additional benefit adjustments greater than that afforded to the Unrepresented Employees and as represented within the current proposal (Exhibit 1), the City will provide additional adjustments to the Unrepresented Employees.

(Approved 5-0, as recommended)

Motion by Green, seconded by Wanke and carried a (5-0) vote to approve the recommended action.

1.d. **Amendment No. 1 to Reimbursement Agreement with Lamar Central Outdoor, LLC**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Approve Amendment No. 1 to the Reimbursement Agreement with Lamar Central Outdoor, LLC.; and
- 2) Authorize the Mayor to execute Amendment No. 1 to the Reimbursement Agreement in a form approved by Special Legal Counsel.

(Approved 5-0, as recommended)

1.e. **Acceptance of Resignation from the Veterans Advisory Committee**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Accept the resignation of Janice Lacher from the Veterans Advisory Committee; and
- 2) Update the City's master Commission/Committee vacancy list to include the vacancy on the Veterans Advisory Committee.

(Approved 5-0, as recommended)

1.f. **Resolution Approving Cooperative Work Agreement (CWA) with the California Department of Finance (DOF) for Funding Time Extension Associated with the Citywide Safe Routes to School Program-Phase III**

Fiscal Impact: No Direct Fiscal Impact Relative to the Recommended Actions. Balance of Grant Funds Available to the City Totals \$158,602.

Recommended Action: It is recommended that the City Council:

- 1) Approve Resolution No. R-2015-63, A Resolution of the City Council of the City of Placentia, California, Approving and Adopting the Cooperative Work Agreement (CWA) Request with California Department of Finance (DOF) for the Time Extension of the Funding for the Citywide School Zone Signage Improvements- SR2SL-5269(22); and
- 2) Authorize the Mayor to execute the CWA, in a form approved by the City Attorney.

(Approved 5-0, as recommended)

1.g. **Resolution Authorizing Temporary Suspension of Regulatory Ordinance Section 10.28.010 to Facilitate the Placentia Founders Society Special Event Scheduled for Sunday, December 6, 2015**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Adopt Resolution No. 2015-64, A Resolution of the City Council of the City of Placentia, California, Authorizing the Temporary Suspension of Regulatory Ordinance Section 10.28.010 of the Placentia Municipal Code to Facilitate the Placentia Founders Society Special Event Scheduled for December 6, 2015.

(Approved 5-0, as recommended)

SUCCESSOR AGENCY:

1.h. **Amendment to the Indenture for the 2013 Tax Allocation Bonds**

Fiscal Impact: None

Recommended Action: It is recommended that the City Council:

- 1) Approve Resolution RSA-2015-05, A Resolution of the Successor Agency to the Redevelopment Agency of the City of Placentia, Approving Amendment to Indenture of Trust Relating to the Issuance and Sale of 2013 Tax Allocation Refunding Bonds.

(Approved 5-0, as recommended)

Chief Financial Officer provided a brief overview noting the Bond Indenture change for this particular bond was due to the bond insurer's concerns with the City's financial status, and the possibility that the City would receive the money from the Redevelopment Property Tax Trust Fund (RPTTF) and use it for other purposes. She noted that in order to alleviate that concern, the insurer had requested for the RPTTF funds be paid directly to the Trustee, so they can be assured they would receive payment for the bonds.

Motion by Green, seconded by Yamaguchi, and carried a (5-0) vote to approve the recommended actions.

2. PUBLIC HEARING (Continued):

2.a. **Zone Change No. 2015-01**

Fiscal Impact: No City budgets or funds will be directly impacted by the proposed Zoning Change because the fees associated with investigations and research and writing of the staff report for the zone change will be covered by fees paid by the applicant.

Recommended Action: It is recommended that the City Council:

- 1) Open Public Hearing, concerning the Zone Change, No. 2015-01; and
- 2) Receive the staff report and consider all Public Testimony; and
- 3) Close the Public Hearing; and
- 4) Waive full reading, read by title only, and introduce for first reading, Ordinance No. O-2015-04, An Ordinance of the City Council of the City of Placentia, California, Amending the Official Zoning Map of the City by Changing the Zoning Designation from "C-1" Neighborhood Commercial to "C-O" Commercial Office District and Change to Land Use Designation in the General Plan as Part of the General Plan Update on a +/- 1.20 Acre Site at 201-261 Lakeview Avenue (Zone Change 2015-01).

(Approved 5-0, as recommended)

Mayor Wanke opened the public hearing at 7:58 p.m.

Senior Planner Rangel provided a brief overview on the item noting that due to the Orange County Transportation Authority (OCTA) Lakeview Avenue Overpass project, the main entrance to the commercial center property will be closing permanently. He noted that the applicant is having difficulty leasing out the building for retail-commercial use and requested a zone change to commercial offices.

Mayor Pro Tem Yamaguchi inquired what type of uses would be permitted on the second story of the center to be in compliant with ADA regulation due to the fact there is not an elevator or escalator in the commercial center.

Senior Planner Rangel noted that these offices would be use for personal services including insurance office and/or dental offices. He noted the ADA restrictions would fall on the responsibility of the property owners.

Mayor Wanke asked City Clerk Melia if the City had receive any written communications regarding the item. City Clerk Melia replied no.

Seeing no public comments, Mayor Wanke closed the public hearing at 8:05 p.m.

Motion by Nelson, seconded by Green, and carried a (5-0) vote to approve the recommended actions.

3. REGULAR AGENDA:

3.a. Parking in-Lieu Fee Program

Fiscal Impact: None. It is anticipated however that the City would receive additional business license revenue, sales tax revenue and property tax revenue as a result of future development and new business openings associated with the proposed programs.

Recommended Action: It is recommended that the City Council:

- 1) Approve the attached Citywide Parking In-Lieu Fee Guidelines (Exhibit 1) and direct Staff to prepare a Citywide Parking In-Lieu Fee Ordinance and program materials for consideration by the Planning Commission and City Council; and

(Approved 3-2, Underhill and Yamaguchi voted no)

- 2) Approve the attached Old Town Santa Fe Parking Permit Pilot Program (Exhibit 2) and direct Staff to prepare a Parking Permit Ordinance for the Old Town Santa Fe District which boundary is outlined in the attached Exhibit 3.

(Approved 4-1, Underhill voted no)

Traffic Engineer Mark Miller noted that this item was first presented at the June 2, 2015 City Council meeting by Nelson Nygarrd and Council had directed Staff to form a parking in lieu committee comprised of members of the business community. He noted that City Staff and the parking in lieu committee is proposing two parking programs, the Citywide Parking In-Lieu Fee and Old Town Santa Fe Parking Permit Pilot Program.

Following a discussion, Mayor Wanke requested a separate vote for the City-wide Parking In-Lieu Fee Program and the Old Town Santa Fe Parking Permit Pilot Program.

Motion by Wanke to approve the attached Citywide Parking In-Lieu Fee Guidelines (Exhibit 1) and direct Staff to prepare a Citywide Parking In-Lieu Fee Ordinance and program materials for consideration by the Planning Commission and City Council. The motion died due to lack of a second.

Substitute Motion by Yamaguchi to continue the item and to form a city select committee consisting of two (2) members of Council to work with the Placita Downtown Merchants and review the Citywide Parking In-Lieu fee program. The motion died due to lack of a second.

Mayor Pro Tem Yamaguchi withdrew his motion.

Motion by Wanke, seconded by Nelson and approved by a (3-2, Underhill and Yamaguchi voted no) to approve the attached Citywide Parking In-Lieu Fee Guidelines (Exhibit 1) and direct Staff to prepare a Citywide Parking In-Lieu Fee Ordinance and program materials for consideration by the Planning Commission and City Council.

Motion by Yamaguchi, seconded by Nelson and carried a (4-1, Underhill voted no) vote to approve the attached Old Town Santa Fe Parking Permit Pilot Program (Exhibit 2) and direct Staff to prepare a Parking Permit Ordinance for the Old Town Santa Fe District which boundary is outlined in the attached Exhibit 3.

CITY COUNCIL/BOARD MEMBERS REQUESTS:

Councilmember Green noted that he attended the City's Veterans Ceremony on Wednesday, November 11, 2015 at the Placentia Civic Center, and the Orange County Fire Authority Reserves Training Class graduation on November 7, 2015.

Mayor Pro Tem Yamaguchi commented that he is in favor of Staff working with the Placita Downtown Merchants on researching additional funding for the Placentia Downtown parking lot.

TENTATIVE AGENDA FORECAST

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

- Commissions and Committees Interviews
- Resolution Approving and Adopting the Anticipated Disadvantaged Business Enterprise Participation Levels for Federal Fiscal Year 2015-16
- City Investment Policy
- Local Business Purchasing Policy
- Award of Contract for Electric Vehicle Charging Stations and Acceptance of AQMD Grant
- Media Productions RFP
- Veterans Monument Expansion Program
- Measure M2 Expenditure Report
- Reorganization of City Council

ADJOURNMENT:

The City Council/Successor Agency/ICDA Agency Board of Directors adjourned at 8:36 p.m. to December 1, 2015 at 4:00 p.m. in memory of Judy Swail and Gerald Percy Sepulveda.

CHAD P. WANKE,
MAYOR/AGENCY CHAIR

ATTEST:

PATRICK J. MELIA, CITY CLERK/AGENCY
SECRETARY

**City of Placentia
Check Register
For 12/15/2015**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
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Grand Total: 377,292.96

Check Totals by ID

AP	363,057.60
EP	14,235.36
IP	0.00
OP	0.00

Fund Name	Check Totals by Fund
101-General Fund (0010)	159,286.00
208-Secssr Agency Ret Oblg (0054)	503.00
211-PEG Fund (0058)	3,143.22
215-Air Quality Management (0019)	2,939.02
225-Asset Seizure (0021)	9,328.45
261-Public Safety CFD 2014-01	1,187.50
265-Landscape Maintenance (0029)	13,495.89
275-Sewer Maintenance (0048)	516.59
401-City Capital Projects (0033)	47,012.00
501-Refuse Administration (0037)	2,178.54
601-Employee Health & Wfire (0039)	132,411.73
605-Risk Management (0040)	3,969.66
701-Special Deposits (0044)	1,321.36

Void Total: 0.00
Check Total: 377,292.96

LEGEND	
EP	Electronic Payment
MW IP	Machine Written (Immediate Pay)
MW OH	Machine Written (Open Hold)
RV	Reversed Check

Check Total: 377,292.96

*Reversed and
Approved by [Signature] 12/9/15*

**1.c.
December 15, 2015**

**City of Placentia
Check Register
For 12/09/2015**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	CALIFORNIA STATE V004813	P/E 11/21/15 PD DATE 11/27/15	0010-2196 Garnishments W/H	PY15024	150.00	2700/1501024		00089344	11/30/2015
MW OH	CALIFORNIA STATE V004813	P/E 11/21/15 PD DATE 11/27/15	0048-2196 Garnishments W/H	PY15024	57.69	2700/1501024		00089344	11/30/2015
MW OH	CALIFORNIA STATE V004813	P/E 11/21/15 PD DATE 11/27/15	0048-2196 Garnishments W/H	PY15024	115.38	2700/1501024		00089344	11/30/2015
MW OH	CALIFORNIA STATE V004813	P/E 11/21/15 PD DATE 11/27/15	0010-2196 Garnishments W/H	PY15024	761.53	2700/1501024		00089344	11/30/2015
MW OH	CALIFORNIA STATE V004813	P/E 11/21/15 PD DATE 11/27/15	0037-2196 Garnishments W/H	PY15024	46.15	2700/1501024		00089344	11/30/2015
MW OH	CALIFORNIA STATE V004813	P/E 11/21/15 PD DATE 11/27/15	0029-2196 Garnishments W/H	PY15024	23.07	2700/1501024		00089344	11/30/2015
				Check Total:	1,153.82				
MW OH	CALPERS LONG-TERM CARE/P/E 11/21/15 PD DATE 11/27/15	0010-2160 PERS Long Term Care	PY15024	22.10	2630/1501024			00089345	11/30/2015
				Check Total:	22.10				
MW OH	GREAT WEST V006983	P/E 11/21/15 PD DATE 11/27/15	0010-2172 Deferred Comp Pay. - Gr West	PY15024	897.00	2607/1501024		00089346	11/30/2015
MW OH	GREAT WEST V006983	P/E 11/21/15 PD DATE 11/27/15	0048-2172 Deferred Comp Pay. - Gr West	PY15024	26.86	2607/1501024		00089346	11/30/2015
MW OH	GREAT WEST V006983	P/E 11/21/15 PD DATE 11/27/15	0029-2172 Deferred Comp Pay. - Gr West	PY15024	10.68	2607/1501024		00089346	11/30/2015
				Check Total:	934.54				
MW OH	ORANGE COUNTY V000699	P/E 11/21/15 PD DATE 11/27/15	0010-2176 PCEA/OCEA Assoc Dues	PY15024	278.02	2610/1501024		00089347	11/30/2015
MW OH	ORANGE COUNTY V000699	P/E 11/21/15 PD DATE 11/27/15	0037-2176 PCEA/OCEA Assoc Dues	PY15024	0.96	2610/1501024		00089347	11/30/2015
MW OH	ORANGE COUNTY V000699	P/E 11/21/15 PD DATE 11/27/15	0029-2176 PCEA/OCEA Assoc Dues	PY15024	7.68	2610/1501024		00089347	11/30/2015
MW OH	ORANGE COUNTY	P/E 11/21/15 PD DATE 11/27/15	0048-2176	PY15024	21.18	2610/1501024		00089347	11/30/2015

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
	V000699		PCEA/OCEA Assoc Dues					
MW OH	ORANGE COUNTY SHERIFF V005007	P/E 11/21/15 PD DATE 11/27/15	0010-2196 Garnishments W/H	Check Total: PY15024	307.84 417.87 2714/1501024		00089348	11/30/2015
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 11/21/15 PD DATE 11/27/15	0029-2176 PCEA/OCEA Assoc Dues	Check Total: PY15024	417.87 0.80 2615/1501024		00089349	11/30/2015
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 11/21/15 PD DATE 11/27/15	0010-2176 PCEA/OCEA Assoc Dues	PY15024	28.90 2615/1501024		00089349	11/30/2015
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 11/21/15 PD DATE 11/27/15	0048-2176 PCEA/OCEA Assoc Dues	PY15024	2.20 2615/1501024		00089349	11/30/2015
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 11/21/15 PD DATE 11/27/15	0037-2176 PCEA/OCEA Assoc Dues	PY15024	0.10 2615/1501024		00089349	11/30/2015
MW OH	PLACENTIA POLICE V000839	P/E 11/21/15 PD DATE 11/27/15	0010-2180 Police Mgmt Assn Dues	Check Total: PY15024	32.00 988.79 2625/1501024		00089350	11/30/2015
MW OH	PLACENTIA POLICE V003519	P/E 11/21/15 PD DATE 11/27/15	0010-2178 Placentia Police Assoc Dues	Check Total: PY15024	988.79 2,955.67 2620/1501024		00089351	11/30/2015
MW OH	VANTAGEPOINT TRANSFER V007191	P/E 11/21/15 PD DATE 11/27/15	0010-2170 Deferred Comp Payable - ICMA	Check Total: PY15024	2,955.67 912.52 2606/1501024		00089352	11/30/2015
MW OH	VANTAGEPOINT TRANSFER V007191	P/E 11/21/15 PD DATE 11/27/15	0037-2170 Deferred Comp Payable - ICMA	PY15024	17.06 2606/1501024		00089352	11/30/2015
MW OH	VANTAGEPOINT TRANSFER V007191	P/E 11/21/15 PD DATE 11/27/15	0029-2170 Deferred Comp Payable - ICMA	PY15024	21.84 2606/1501024		00089352	11/30/2015
MW OH	VANTAGEPOINT TRANSFER V007191	P/E 11/21/15 PD DATE 11/27/15	0048-2170 Deferred Comp Payable - ICMA	PY15024	35.72 2606/1501024		00089352	11/30/2015
				Check Total:	987.14			

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Check Register
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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	ALBERT GROVER & V007111	ON CALL TRAFFIC ENGINEERING	103550-6015 Engineering Services	TK120315	3,728.53	15353-IN	P10764	00089353	12/03/2015
MW OH	ALBERT GROVER & V007111	ON CALL TRAFFIC ENGINEERING	103550-6015 Engineering Services	TK120315	9,642.75	15525-IN	P10764	00089353	12/03/2015
		Check Total:			13,371.28				
MW OH	ALL CITY MANAGEMENT V000005	10/25-11/7 CROSSING GUARD SVS	103047-6290 Dept. Contract Services	TK120315	2,938.25	41118	P10692	00089354	12/03/2015
MW OH	ALLY V009828	NOV VEHICLE PURCHASE PAYMENT	194315-6165 Vehicle Rental	TK120315	2,938.25	NOVEMBER 15	P10703	00089355	12/03/2015
MW OH	AMERICAN CNG LLC V009911	CNG TANK REPLACEMENT	103658-6134 Vehicle Repair & Maintenance	TK120315	2,939.02	100026346-1	P10772	00089356	12/03/2015
MW OH	ARAMARK UNIFORM V004232	FACILITY MAT CLEANING	103654-6301 Special Department Supplies	TK120315	194.72	31113417		00089357	12/03/2015
MW OH	ARAMARK UNIFORM V004232	PW UNIFORMS	103650-6360 Uniforms	TK120315	564.49	530399288		00089357	12/03/2015
MW OH	ARAMARK UNIFORM V004232	PW UNIFORMS	103650-6360 Uniforms	TK120315	312.00	531113416		00089357	12/03/2015
		Check Total:			1,071.21				
MW OH	ARCZYNSKI, ANDREW V V005588	OUTDOOR DISPLAY LEGAL SERVICES	1005-6005 / 45057-6005 Legal Services	TK120315	4,272.77	OCTOBER 15	P10763	00089358	12/03/2015
MW OH	AT & T V006635	NOV PUMP STATION PHONE SVS	109595-6215 / 61138-6215 Telephone	TK120315	37.58	113015		00089359	12/03/2015
		Check Total:			4,272.77				
MW OH	AT & T V008736	11/20-12/19 INTERNET CHARGES	109595-6215 Telephone	TK120315	55.00	111915		00089360	12/03/2015
		Check Total:			37.58				

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	AT&T V004144	OCT-NOV PHONE CHARGES	296561-6215 Telephone	TK120315	389.09	111515		00089361	12/03/2015
MW OH	AT&T V004144	OCT-NOV PHONE CHARGES	109595-6215 Telephone	TK120315	765.12	111515		00089361	12/03/2015
MW OH	BANK OF AMERICA V008179	OCT BANK SERVICES	547525-6099 Professional Services	TK120315	35.00	0012078488		00089362	12/03/2015
MW OH	BEARD ELECTRIC V004055	REPLACE SUMP PUMP @ MELROSE	103654-6130 Repair & Maint/Facilities	TK120315	6,206.28	49815	P10767	00089363	12/03/2015
MW OH	BLAIS & ASSOCIATES V008128	SEP GRANT RESEARCH SVS	109595-6999 Other Expenditure	TK120315	250.00	09-2015-PL1		00089364	12/03/2015
MW OH	BLUE FOUNTAIN POOLS V001188	POOL BOND REFUND	0044-2045 Construction Deposits(Swim)	TK120315	500.00	50-1-648		00089365	12/03/2015
MW OH	BREA ELECTRIC COMPANY V007990	ELECTRICAL WORK AT CITY HALL	103654-6130 Repair & Maint/Facilities	TK120315	302.13	23473		00089366	12/03/2015
MW OH	BURKE WILLIAMS & V006247	SEPT LEGAL SERVICES	101005-6005 Legal Services	TK120315	2,225.45	193863		00089367	12/03/2015
MW OH	CALIFORNIA FORENSIC V000232	JUNE BLOOD DRAWS FOR PD	103040-6055 Medical Services	TK120315	2,282.75	06.30.15	P10688	00089368	12/03/2015
MW OH	CALIFORNIA PUBLIC V006234	DEC MEDICAL INSURANCE	395083-5161 Health Insurance Premiums	TK120315	13,333.99	10000001456599		00089369	12/03/2015

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	CALIFORNIA PUBLIC V006234	DEC MEDICAL INSURANCE	395000-4715 ISF Health Ins Reimbursement	TK120315	118,675.29	10000001456599		00089369	12/03/2015
			Check Total:		132,009.28				
MW OH	CALIFORNIA STATE V006510	AUGUST IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	TK120315	173.37	15-725	P10697	00089370	12/03/2015
MW OH	CALIFORNIA STATE V006510	AUGUST IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	TK120315	298.38	15-786	P10697	00089370	12/03/2015
MW OH	CALIFORNIA STATE V006510	SEPT IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	TK120315	2.00	15-889	P10697	00089370	12/03/2015
			Check Total:		473.75				
MW OH	CANON SOLUTIONS AMERICOV V008809	AMERICOV COPIER USAGE	109595-6175 Office Equipment Rental	TK120315	21.78	4017580108		00089371	12/03/2015
MW OH	CARDENAS, JOEL V002648	DEC MONTHLY EXPENSES	103650-5001 Salaries/Full-Time Regular	TK120315	50.00	DECEMBER 15		00089372	12/03/2015
			Check Total:		21.78				
MW OH	CARL WARREN & CO V008011	OCT LIABILITY CLAIMS	404582-6025 Third Party Administration	TK120315	1,541.66	1717388	P10667	00089373	12/03/2015
			Check Total:		50.00				
MW OH	CBE V008124	NOV COPIER OVERAGES	109595-6175 Office Equipment Rental	TK120315	485.92	IN1733424		00089374	12/03/2015
			Check Total:		1,541.66				
MW OH	CITY OF PLACENTIA V000773	HEALTH FAIR SUPPLIES	101512-6250 Staff Training	TK120315	17.03	113015		00089375	12/03/2015
MW OH	CITY OF PLACENTIA V000773	MEETING SUPPLIES	101512-6250 Staff Training	TK120315	22.04	113015		00089375	12/03/2015
MW OH	CITY OF PLACENTIA V000773	MEETING SUPPLIES	101512-6250 Staff Training	TK120315	4.76	113015		00089375	12/03/2015
MW OH	CITY OF PLACENTIA	PARKING FOR CONFERENCE	101001-6245	TK120315	10.00	113015		00089375	12/03/2015

**City of Placentia
Check Register
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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000773		Meetings & Conferences						
MW OH	CITY OF PLACENTIA V000773	INTERVIEW PANEL SUPPLIES	101512-6301 Special Department Supplies	TK120315	14.88	113015		00089375	12/03/2015
MW OH	CITY OF PLACENTIA V000773	CITY CLERK LUNCHEON REG	101001-6245 Meetings & Conferences	TK120315	45.00	113015		00089375	12/03/2015
MW OH	CITY OF PLACENTIA V000773	RECRUITMENT SUPPLIES	101512-6301 Special Department Supplies	TK120315	28.60	113015		00089375	12/03/2015
MW OH	CITY OF PLACENTIA V000773	OFFICE SUPPLIES	109595-6301 Special Department Supplies	TK120315	88.20	113015		00089375	12/03/2015
MW OH	CITY OF PLACENTIA V000773	EVENT PARKING	104071-6301 Special Department Supplies	TK120315	20.00	113015		00089375	12/03/2015
MW OH	CITY OF PLACENTIA V000773	CONCERTS IN THE PARK SUPPLIES	104071-6301 Special Department Supplies	TK120315	12.90	113015		00089375	12/03/2015
MW OH	CITY OF PLACENTIA V000773	COPIES OF KEYS	104071-6301 Special Department Supplies	TK120315	12.12	113015		00089375	12/03/2015
MW OH	CITY OF PLACENTIA V000773	CMRTA TRAINING PARKING	102020-6250 Staff Training	TK120315	18.00	113015		00089375	12/03/2015
MW OH	CITY OF PLACENTIA V000773	METROLINK TICKET FOR MTG	101514-6245 Meetings & Conferences	TK120315	18.50	113015		00089375	12/03/2015
				Check Total:	312.03				
MW OH	CITY OF TUSTIN V009912	OCHRC MEMBERSHIP RENEWAL	101512-6255 Dues & Memberships	TK120315	250.00	2016		00089376	12/03/2015
MW OH	CITY SERVICE PAVING V009879	PREP, GRADING & CONCRETE WORK	33555-6185 / 79542-6185 Construction Services	TK120315	20,340.00	92379-BM	P10744	00089377	12/03/2015
				Check Total:	250.00				
				Check Total:	20,340.00				
MW OH	CLEAR CHOICE LIEN SALES V005847	NOV LIEN SVS	103047-6182 Lien Services	TK120315	62.50	198C	P10694	00089378	12/03/2015
MW OH	CLEAR CHOICE LIEN SALES V005847	NOV LIEN SVS	103047-6182	TK120315	50.00	3530	P10694	00089378	12/03/2015

**City of Placentia
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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V005847		Lien Services						
MW OH	CLEAR CHOICE LIEN SALES NOV LIEN SVS V005847		103047-6182 Lien Services	TK120315	7.50	7002	P10694	00089378	12/03/2015
			Check Total:		120.00				
MW OH	COPWARE INC V000172	CALIF CODES SITE LICENSE	103040-6320 Books & Periodicals	TK120315	550.00	83169		00089379	12/03/2015
			Check Total:		550.00				
MW OH	DE LA PAZ, SHARLYN V009396	DEC MONTHLY EXPENSES	103040-5001 Salaries/Full-Time Regular	TK120315	50.00	DECEMBER 15		00089380	12/03/2015
			Check Total:		50.00				
MW OH	DE LA TORRE, EDUARDO V003527	DEC MONTHLY EXPENSES	374386-5001 Salaries/Full-Time Regular	TK120315	25.00	DECEMBER 15		00089381	12/03/2015
			Check Total:		50.00				
MW OH	DE LA TORRE, EDUARDO V003527	DEC MONTHLY EXPENSES	101514-5001 Salaries/Full-Time Regular	TK120315	20.00	DECEMBER 15		00089381	12/03/2015
			Check Total:		50.00				
MW OH	DE LA TORRE, EDUARDO V003527	DEC MONTHLY EXPENSES	101511-5001 Salaries/Full-Time Regular	TK120315	5.00	DECEMBER 15		00089381	12/03/2015
			Check Total:		50.00				
MW OH	DEVICES FOR LIFE V005915	REPLAEMENT AED PADS	103041-6301 Special Department Supplies	TK120315	500.00	1614		00089382	12/03/2015
			Check Total:		500.00				
MW OH	DFS FLOORING INC V000099	NOV CARPET CLEANING SVS	103654-6130 Repair & Maint/Facilities	TK120315	635.00	300098-127		00089383	12/03/2015
			Check Total:		635.00				
MW OH	DISTINGUISHED PEST V003466	CITY FACILITIES PEST CONTROL	103654-6130 Repair & Maint/Facilities	TK120315	1,145.00	12712		00089384	12/03/2015
			Check Total:		1,145.00				
MW OH	EILEY, TIFFANY V009544	PD TRAINING MEALS, MILEAGE	103041-6250 Staff Training	TK120315	126.50	111115		00089385	12/03/2015
			Check Total:		1,145.00				
MW OH	EILEY, TIFFANY	PD TRAINING MEALS, MILEAGE	103041-6250	TK120315	33.41	112115		00089385	12/03/2015

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V009544		Staff Training						
MW OH	EMPIRE MEDIA V005067	NOV MEDIA SERVICES	581573-6099 Professional Services	Check Total: TK120315	159.91 3,143.22	PLA-15-011		00089386	12/03/2015
MW OH	EMPLOYMENT V000203	7/1-9/30 UNEMPLOYMENT CHARGES	404581-5155 Employee Insurance Claims	Check Total: TK120315	3,143.22 778.00	L1907108288		00089387	12/03/2015
MW OH	ESTEVEZ, LUIS V009891	DEC MONTHLY EXPENSES	103550-5001 Salaries/Full-Time Regular	Check Total: TK120315	778.00 50.00	DECEMBER 15		00089388	12/03/2015
MW OH	EVAN BROOKS ASSOCIATES	CONSULTING SVS	333552-6185 / 61033-6185 Construction Services	Check Total: TK120315	50.00 1,800.00	150010-15	P10765	00089389	12/03/2015
MW OH	EVANS GUNSMITHING'S V003336	OCT-NOV RANGE FEES	103043-6162 Range Training	Check Total: TK120315	1,800.00 247.50	7572		00089390	12/03/2015
MW OH	EVERBANK COMMERCIAL V009592	NOV PRINT MANAGEMENT SVS	109595-6230 Printing & Binding	Check Total: TK120315	247.50 1,944.54	3462287	P10673	00089391	12/03/2015
MW OH	GAS CO, THE V000909	OCT-NOV GAS CHARGES	109595-6340 Natural Gas	Check Total: TK120315	1,944.54 421.13	112515		00089392	12/03/2015
MW OH	GLOE, ADAM V002828	PD TRAINING MEALS, MILEAGE	103041-6250 Staff Training	Check Total: TK120315	421.13 14.72	111515		00089393	12/03/2015
MW OH	GOLDEN STATE WATER V000928	SEPT-NOV WATER CHARGES	296561-6335 Water	Check Total: TK120315	14.72 10,544.71	112015		00089394	12/03/2015
MW OH	GOLDEN STATE WATER	SEPT-NOV WATER CHARGES	109595-6335	TK120315	16,105.61	112015		00089394	12/03/2015

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V000928		Water						
MW OH	GREENFIELDS OUTDOOR V009827	OUTDOOR FITNESS EQUIPMENT	333555-6185 / 79542-6185 Construction Services	TK120315	26,650.32	1,250.00 3786	P10701	00089395	12/03/2015
MW OH	GREENFIELDS OUTDOOR V009827	OUTDOOR FITNESS EQUIPMENT	333555-6185 / 79542-6185 Construction Services	TK120315	150.00	1,250.00 3787	P10701	00089395	12/03/2015
MW OH	GUERRERO, GUILLERMINA V009913	DEPOSIT REFUND - BACKS BLDG	100000-4385 Facility Rental	TK120315	2,500.00	150.00 2000901.02		00089396	12/03/2015
MW OH	HEASTON, JEANELLE V009865	11/9-19 BLDG PERMIT TECH SVS	102532-6290 Dept. Contract Services	TK120315	150.00	1,622.50 PL15-005	P10728	00089397	12/03/2015
MW OH	HENDRICKSON, ERIC V007376	DEC MONTHLY EXPENSES	102020-5001 Salaries/Full-Time Regular	TK120315	1,622.50	50.00 DECEMBER.15		00089398	12/03/2015
MW OH	HI-WAY SAFETY RENTALS V000459	STREET SIGNS	103652-6310 Street Signs	TK120315	50.00	268.76 38331		00089399	12/03/2015
MW OH	HONEYWELL V001388	A/C REPAIRS AT BACKS BLDG	103654-6290 Dept. Contract Services	TK120315	268.76	179.86 5234683973	P10642	00089400	12/03/2015
MW OH	HOYT ROOFS INC V003476	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	TK120315	179.86	100.00 30-15-155		00089401	12/03/2015
MW OH	IMPERIAL SPRINKLER V006506	LMD IRRIGATION SUPPLIES	296561-6130 Repair & Maint/Facilities	TK120315	100.00	160.63 2452991-00		00089402	12/03/2015
MW OH	JONES & MAYER	OCT LEGAL SERVICES	547525-6005	TK120315	160.63	468.00 75086		00089403	12/03/2015

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoices#	PO #	Check #	Check Date
	V009822		Legal Services						
MW OH	JONES & MAYER V009822	OCT LEGAL SERVICES	101005-6005 Legal Services	TK120315	22,224.50	75070	P10707	00089403	12/03/2015
MW OH	JONES & MAYER V009822	OCT LEGAL SERVICES	101005-6005 Legal Services	TK120315	189.00	75071	P10707	00089403	12/03/2015
MW OH	JONES & MAYER V009822	OCT LEGAL SERVICES	101005-6005 Legal Services	TK120315	1,155.00	75076	P10707	00089403	12/03/2015
MW OH	JONES & MAYER V009822	OCT LEGAL SERVICES	101005-6005 Legal Services	TK120315	1,575.00	75077	P10707	00089403	12/03/2015
MW OH	JONES & MAYER V009822	OCT LEGAL SERVICES	101005-6005 Legal Services	TK120315	4,777.50	75081	P10707	00089403	12/03/2015
MW OH	JONES & MAYER V009822	OCT LEGAL SERVICES	101005-6005 Legal Services	TK120315	1,176.00	75085	P10707	00089403	12/03/2015
MW OH	JONES & MAYER V009822	OCT LEGAL SERVICES	101005-6005 Legal Services	TK120315	253.50	75087	P10707	00089403	12/03/2015
MW OH	JONES & MAYER V009822	OCT LEGAL SERVICES	101005-6005 Legal Services	TK120315	448.50	75301	P10707	00089403	12/03/2015
		Check Total:			32,267.00				
MW OH	KENNICUTT, JULIE V009725	DEC MONTHLY EXPENSES	103042-5001 Salaries/Full-Time Regular	TK120315	50.00	DECEMBER 15		00089404	12/03/2015
		Check Total:			50.00				
MW OH	KNOWLES-MCNIFF INC V000558	NOV SOFTWARE MAINTENANCE	101523-6136 Software Maintenance	TK120315	1,795.50	INV90786	P10676	00089405	12/03/2015
		Check Total:			1,795.50				
MW OH	LEGAL SHIELD V008104	SEPT LEGAL SERVICES	0037-2192 Police Legal Services	TK120315	2.48	111815A		00089406	12/03/2015
MW OH	LEGAL SHIELD V008104	SEPT LEGAL SERVICES	0048-2192 Police Legal Services	TK120315	34.86	111815A		00089406	12/03/2015
MW OH	LEGAL SHIELD	SEPT LEGAL SERVICES	0029-2192	TK120315	6.47	111815A		00089406	12/03/2015

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V008104		Police Legal Services						
MW OH	LEGAL SHIELD V008104	SEPT LEGAL SERVICES	0010-2192 Police Legal Services	TK120315	401.49	11815A		00089406	12/03/2015
				Check Total:	445.30				
MW OH	LEON PICTURE FRAMES V005827	NAMEPLATE FOR COUNCIL MEMBER	01001-6301 Special Department Supplies	TK120315	21.06	53666		00089407	12/03/2015
				Check Total:	21.06				
MW OH	MALONE, SEAN V003148	PD TRAINING MEALS, MILEAGE	103041-6250 Staff Training	TK120315	26.59	112015		00089408	12/03/2015
				Check Total:	26.59				
MW OH	MANAGED MOBILE INC V009496	VEHICLE MAINTENANCE	103658-6290 Dept. Contract Services	TK120315	796.84	74350	P10656	00089409	12/03/2015
MW OH	MANAGED MOBILE INC V009496	VEHICLE MAINTENANCE	103658-6290 Dept. Contract Services	TK120315	1,603.48	74397	P10656	00089409	12/03/2015
MW OH	MANAGED MOBILE INC V009496	VEHICLE MAINTENANCE	103658-6290 Dept. Contract Services	TK120315	824.94	74445	P10656	00089409	12/03/2015
MW OH	MANAGED MOBILE INC V009496	VEHICLE MAINTENANCE	103658-6290 Dept. Contract Services	TK120315	794.83	74550	P10656	00089409	12/03/2015
				Check Total:	4,020.09				
MW OH	MC FADDEN-DALE V000635	CHAIN FOR CHAINSAW	103655-6301 Special Department Supplies	TK120315	180.68	219154/5		00089410	12/03/2015
				Check Total:	180.68				
MW OH	MCKENZIE, TOM V006560	PD TRAINING MEALS, MILEAGE	103041-6250 Staff Training	TK120315	14.70	119515		00089411	12/03/2015
				Check Total:	14.70				
MW OH	MENELY, RICKI V003570	PD TRAINING MEALS, MILEAGE	213041-6245 Meetings & Conferences	TK120315	198.46	118515		00089412	12/03/2015
				Check Total:	198.46				
MW OH	MONJARAS & WISMeyer	3RD PARTY HR FACILITATING SVS	404580-5165	TK120315	1,650.00	12722		00089413	12/03/2015

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V009860		Workers' Compensation Claims						
MW OH	NGUYEN, MICHAEL V005291	DEC MONTHLY EXPENSES	102020-5001 Salaries/Full-Time Regular	TK120315	1,650.00	50.00 DECEMBER 15		00089414	12/03/2015
				Check Total:	50.00				
MW OH	OC PLUMBING V004312	UNPLUG SEWER LINE @ GOMEZ	103654-6130 Repair & Maint/Facilities	TK120315	299.00	299.00 15926		00089415	12/03/2015
				Check Total:	299.00				
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	TK120315	234.71	049930		00089416	12/03/2015
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	102531-6315 Office Supplies	TK120315	263.73	0502221		00089416	12/03/2015
MW OH	OFFICE INDUSTRIES V007477	RECYCLED PAPER	109595-6315 Office Supplies	TK120315	244.13	050272		00089416	12/03/2015
MW OH	OFFICE INDUSTRIES V007477	RECYCLED PAPER	109595-6315 Office Supplies	TK120315	244.13	050413		00089416	12/03/2015
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	TK120315	21.77	050419		00089416	12/03/2015
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	TK120315	45.87	0504201		00089416	12/03/2015
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	TK120315	152.41	050443		00089416	12/03/2015
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	TK120315	79.91	0504441		00089416	12/03/2015
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	102531-6315 Office Supplies	TK120315	117.89	0504741		00089416	12/03/2015
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	101512-6315 Office Supplies	TK120315	110.86	0504821		00089416	12/03/2015
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	102531-6315	TK120315	5.42	0504931		00089416	12/03/2015

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V007477		Office Supplies						
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	102531-6315 Office Supplies	TK120315	303.12	050496I		00089416	12/03/2015
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	104070-6315 Office Supplies	TK120315	84.60	050518		00089416	12/03/2015
			Check Total:		1,908.55				
MW OH	ORTEGA, JEANETTE V007724	DEC MONTHLY EXPENSES	102534-5001 Salaries/Full-Time Regular	TK120315	50.00	DECEMBER 15		00089417	12/03/2015
MW OH	ORTIZ, VERONICA V004409	DEC MONTHLY EXPENSES	104071-5001 Salaries/Full-Time Regular	TK120315	50.00	DECEMBER 15		00089418	12/03/2015
			Check Total:		50.00				
MW OH	PACIFIC EMBROIDERY V008348	PW SHIRTS	103650-6360 Uniforms	TK120315	1,258.68	52598		00089419	12/03/2015
			Check Total:		1,258.68				
MW OH	PAPER CANYON V009914	CONSTRUCTION BOND REFUND	0044-2033 Construction & Demo Deposit	TK120315	500.00	40-15-110		00089420	12/03/2015
			Check Total:		500.00				
MW OH	PERRY, BRIAN V002942	PR TRAINING MEALS, MILEAGE	213041-6245 Meetings & Conferences	TK120315	198.46	116515		00089421	12/03/2015
			Check Total:		198.46				
MW OH	PRINCIPAL FINANCIAL V000844	NOV LIFE INSURANCE PREMIUMS	395083-5163 Life Insurance Premiums	TK120315	402.45	124125047000-00		00089422	12/03/2015
MW OH	PRINCIPAL FINANCIAL V000844	NOV LIFE INSURANCE PREMIUMS	101512-5163 Life Insurance Premiums	TK120315	126.23	124125047000-00		00089422	12/03/2015
MW OH	PRINCIPAL FINANCIAL V000844	NOV LIFE INSURANCE PREMIUMS	102020-5163 Life Insurance Premiums	TK120315	196.90	124125047000-00		00089422	12/03/2015
MW OH	PRINCIPAL FINANCIAL V000844	NOV LIFE INSURANCE PREMIUMS	101511-5163 Life Insurance Premiums	TK120315	69.83	124125047000-00		00089422	12/03/2015

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
MW OH	PRO FORCE LAW V003428	PD WEAPONS EQUIPMENT	213041-6840 Machinery & Equipment	TK120315	3,878.29 254744	P10747	00089423	12/03/2015
Check Total:					795.41			
MW OH	PRO FORCE LAW V003428	PD WEAPONS EQUIPMENT	213041-6840 Machinery & Equipment	TK120315	3,756.24 254892	P10747	00089423	12/03/2015
MW OH	PRO FORCE LAW V003428	PD WEAPONS EQUIPMENT	213041-6840 Machinery & Equipment	TK120315	1,297.00 255250	P10747	00089423	12/03/2015
Check Total:					8,931.53			
MW OH	RADOMSKI, DAVID V002832	PD TRAINING PARKING	103041-6250 Staff Training	TK120315	27.00 111715		00089424	12/03/2015
MW OH	RAGGED ROBIN RANCH INC11/16-26 PLANNING SVS V009274	PROFESSIONAL SERVICES	102531-6099 / 45057-6099 Professional Services	TK120315	80.00 CR1112A		00089425	12/03/2015
MW OH	RAGGED ROBIN RANCH INC11/16-26 PLANNING SVS V009274	DEPT. CONTRACT SERVICES	102531-6290 Dept. Contract Services	TK120315	4,360.00 CR1126	P10670	00089425	12/03/2015
MW OH	RAGGED ROBIN RANCH INC11/16-26 PLANNING TECH SVS V009274	DEPT. CONTRACT SERVICES	102531-6290 Dept. Contract Services	TK120315	500.00 CR1126	P10670	00089425	12/03/2015
Check Total:					4,940.00			
MW OH	RAMIREZ, ROSANNA V009800	DEC MONTHLY EXPENSES	101513-5001 Salaries/Full-Time Regular	TK120315	50.00 DECEMBER 15		00089426	12/03/2015
MW OH	REYNOLDS, MATT V002521	DEC MONTHLY EXPENSES	102020-5001 Salaries/Full-Time Regular	TK120315	50.00 DECEMBER 15		00089427	12/03/2015
Check Total:					50.00			
MW OH	SCI CONSULTING GROUP V009433	LEVY ADMIN SERVICES	374386-6299 Other Purchased Services	TK120315	1,187.50 C6199		00089428	12/03/2015
MW OH	SCI CONSULTING GROUP V009433	LEVY ADMIN SERVICES	556562-6015 Engineering Services	TK120315	1,187.50 C6199		00089428	12/03/2015
Check Total:					2,375.00			

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	SECOND HARVEST FOOD V005571	JUNE FOOD BANK SERVICE	0044-2058 Neighborhood Svcs Deposits	TK120315	62.56	333211		00089429	12/03/2015
MW OH	SECOND HARVEST FOOD V005571	JULY FOOD BANK SERVICE	0044-2058 Neighborhood Svcs Deposits	TK120315	90.00	334928		00089429	12/03/2015
MW OH	SECOND HARVEST FOOD V005571	AUG FOOD BANK SERVICE	0044-2058 Neighborhood Svcs Deposits	TK120315	68.80	336894		00089429	12/03/2015
			Check Total:		221.36				
MW OH	SHRED-IT USA LLC V000905	10/3 DOC SHRED SERVICES	374386-6299 Other Purchased Services	TK120315	99.23	9407723598		00089430	12/03/2015
MW OH	SHRED-IT USA LLC V000905	10/16 DOC SHRED SERVICES	374386-6299 Other Purchased Services	TK120315	99.23	9407902128		00089430	12/03/2015
MW OH	SHRED-IT USA LLC V000905	10/24 DOC SHRED SERVICES	374386-6299 Other Purchased Services	TK120315	354.67	9407990423		00089430	12/03/2015
MW OH	SHRED-IT USA LLC V000905	10/30 DOC SHRED SERVICES	374386-6299 Other Purchased Services	TK120315	99.23	9408081619		00089430	12/03/2015
MW OH	SHRED-IT USA LLC V000905	11/13 DOC SHRED SERVICES	374386-6299 Other Purchased Services	TK120315	99.23	9408260912		00089430	12/03/2015
			Check Total:		751.59				
MW OH	SILVER & WRIGHT LLP V009853	OCT LEGAL SERVICES	101005-6299 / 45056-6299 Other Purchased Services	TK120315	539.84	20633		00089431	12/03/2015
MW OH	SILVER & WRIGHT LLP V009853	OCT LEGAL SERVICES	101005-6299 / 45055-6299 Other Purchased Services	TK120315	1,482.28	20633		00089431	12/03/2015
			Check Total:		2,022.12				
MW OH	SOUTH COAST AQMD V001190	ICE OPERATING COSTS	103654-6257 Licenses & Permits	TK120315	346.54	2889655		00089432	12/03/2015
MW OH	SOUTH COAST AQMD V001190	EMISSIONS FEE	103654-6257 Licenses & Permits	TK120315	121.44	2890826		00089432	12/03/2015
			Check Total:		467.98				
MW OH	SOUTHERN CALIFORNIA	OCT-NOV ELECTRICAL CHARGES	0010-1226	TK120315	127.52	112415		00089433	12/03/2015

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	V000910		AR/City of Yorba Linda						
MW OH	SOUTHERN CALIFORNIA V000910	OCT-NOV ELECTRICAL CHARGES	109595-6330 Electricity	TK120315	7,987.17	112415		00089433	12/03/2015
MW OH	SOUTHERN CALIFORNIA V000910	OCT-NOV ELECTRICAL CHARGES	109595-6330 / 61139-6330 Electricity	TK120315	384.65	112415		00089433	12/03/2015
MW OH	SOUTHERN CALIFORNIA V000910	OCT-NOV ELECTRICAL CHARGES	296561-6330 Electricity	TK120315	2,268.92	112415		00089433	12/03/2015
			Check Total:		10,768.26				
MW OH	SPARKLETTTS V000967	OCT COFFEE & WATER SERVICE	109595-6301 Special Department Supplies	TK120315	1,020.09	4106122101715		00089434	12/03/2015
MW OH	SPARKLETTTS V000967	NOV COFFEE & WATER SERVICE	109595-6301 Special Department Supplies	TK120315	1,323.06	4106122111715		00089434	12/03/2015
			Check Total:		2,343.15				
MW OH	SPRINT V007688	L-SITE GPS	103040-6290 Dept. Contract Services	TK120315	120.00	LCI-245349		00089435	12/03/2015
			Check Total:		120.00				
MW OH	SUNGARD PUBLIC SECTOR V008784	SUGA MEMBERSHIP DUES	102020-6255 Dues & Memberships	TK120315	195.00	PLACENTIA		00089436	12/03/2015
			Check Total:		195.00				
MW OH	THE LEW EDWARDS GROUP V009775	OCT CONSULTING SERVICES	101001-6001 Management Consulting Services	TK120315	3,918.75	0006	P10730	00089437	12/03/2015
			Check Total:		3,918.75				
MW OH	THOMSON REUTERS - WEST V009649	OCT WEST INFORMATION CHARGES	103042-6290 Dept. Contract Services	TK120315	159.60	832851048		00089438	12/03/2015
			Check Total:		159.60				
MW OH	TIME WARNER CABLE V004450	DEC PD CABLE CHARGES	109595-6215 Telephone	TK120315	83.73	21042 DEC 15		00089439	12/03/2015
MW OH	TIME WARNER CABLE V004450	DEC 10MB/FIBER CHARGES	109595-6215 Telephone	TK120315	1,470.72	35200 DEC 15		00089439	12/03/2015

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MW OH	TIME WARNER CABLE V004450	11/25-12/24 10MB/FIBER CHARGES	109595-6215 Telephone	TK120315	1,230.42	47700 DEC 15		00089439	12/03/2015
MW OH	TIME WARNER CABLE V004450	11/22-12/21 CITY HALL CABLE	109595-6215 Telephone	TK120315	303.75	52862 NOV 15		00089439	12/03/2015
			Check Total:		3,088.62				
MW OH	TORRES, CAROLINA V009169	PD TRAINING MEALS, MILEAGE	103043-6245 Meetings & Conferences	TK120315	110.56	101115		00089440	12/03/2015
MW OH	UNLIMITED V009586	RETENTION PAYMENT	333552-6185 / 61133-6185 Construction Services	TK120315	22,372.00	RETENTION		00089441	12/03/2015
			Check Total:		110.56				
MW OH	VERA, SANDRA V009293	DEC MONTHLY EXPENSES	101512-5001 Salaries/Full-Time Regular	TK120315	50.00	DECEMBER 15		00089442	12/03/2015
MW OH	VERIZON WIRELESS V008735	10/21-11/20 GRADE SEP GIG USAG	109595-6215 Telephone	TK120315	38.01	9755608328		00089443	12/03/2015
MW OH	VERIZON WIRELESS V008735	10/21-11/20 PD AIRCARD CHARGES	109595-6215 Telephone	TK120315	1,462.21	9755902540		00089443	12/03/2015
MW OH	VERIZON WIRELESS V008735	10/21-11/20 IPAD CHARGES	109595-6215 Telephone	TK120315	38.01	9755902541		00089443	12/03/2015
MW OH	VERIZON WIRELESS V008735	10/21-11/20 COUNCIL IPAD CHARG	109595-6215 Telephone	TK120315	106.92	9755902542		00089443	12/03/2015
			Check Total:		1,645.15				
MW OH	VULCAN MATERIALS V001102	ASPHALT	103652-6301 Special Department Supplies	TK120315	373.33	70958613		00089444	12/03/2015
MW OH	WEST COAST ARBORISTS INCI/1-15 STREET TREE MAINT V001124		103652-6116 Tree Maintenance	TK120315	2,000.00	110550	P10668	00089445	12/03/2015
			Check Total:		373.33				
			Check Total:		2,000.00				

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MW OH	WEX BANK V007269	NOVEMBER PD FUEL	103658-6345 Gasoline & Diesel Fuel	TK120315	1,120.08	43091233		00089446	12/03/2015
			Check Total:		1,120.08				
MW OH	YORBA LINDA FEED STORE K9 DOG FOOD V003242		103041-6301 Special Department Supplies	TK120315	107.98	495764	P10693	00089447	12/03/2015
MW OH	YORBA LINDA FEED STORE K9 DOG FOOD V003242		103041-6301 Special Department Supplies	TK120315	107.98	496813	P10693	00089447	12/03/2015
			Check Total:		215.96				
MW OH	YORBA LINDA WATER V001148	OCT-NOV WATER CHARGES	109595-6335 Water	TK120315	1,767.07	111615		00089448	12/03/2015
			Check Total:		1,767.07				
			Type Total:		363,057.60				
			Check Total:		363,057.60				

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
EP	ICMA RETIREMENT TRUST V000496	P/E 11/21/15 PD DATE 11/27/15	0048-2170 Deferred Comp Payable - ICMA	PY15024	222.70	2995/1501024		00007632	11/30/2015
EP	ICMA RETIREMENT TRUST V000496	P/E 11/21/15 PD DATE 11/27/15	0010-2170 Deferred Comp Payable - ICMA	PY15024	8,646.77	2995/1501024		00007632	11/30/2015
EP	ICMA RETIREMENT TRUST V000496	P/E 11/21/15 PD DATE 11/27/15	0037-2170 Deferred Comp Payable - ICMA	PY15024	147.70	2995/1501024		00007632	11/30/2015
EP	ICMA RETIREMENT TRUST V000496	P/E 11/21/15 PD DATE 11/27/15	0029-2170 Deferred Comp Payable - ICMA	PY15024	62.00	2995/1501024		00007632	11/30/2015
					Check Total:	9,079.17			
EP	ICMA RETIREMENT TRUST V000496	12/3/15	0010-2170 Deferred Comp Payable - ICMA	PY15125	5,156.19	2995/1501125		00007633	12/07/2015
					Check Total:	5,156.19			
					Type Total:	14,235.36			
					Check Total:	14,235.36			



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: INTERIM CITY ADMINISTRATOR

FROM: PUBLIC WORKS MANAGER

DATE: DECEMBER 15, 2015

SUBJECT: **AWARD OF CONTRACT FOR THE INSTALLATION OF ELECTRIC VEHICLE CHARGING STATIONS**

FINANCIAL

IMPACT: EXPENSE: \$37,310.00 TOTAL INSTALLATION EXPENSE
REVENUE: \$90,000.00 GRANT FROM SOUTH COAST AIR QUALITY
MANAGEMENT DISTRICT MOBILE SOURCE REDUCTION COMMITTEE

SUMMARY:

On July 7, 2015, the City Council approved the purchase of ten (10) Chevy Spark electric vehicles for incorporation into the City's existing fleet. Nine (9) of the ten (10) vehicles have been received and have been deployed in the field. The final vehicle has been ordered and Staff is awaiting its delivery. Also included in the above-mentioned Council action was authorization for Staff to submit a grant application to South Coast Air Quality Management District's Mobile Source Air Pollution Reduction Review Committee (MSRC) to obtain grant funding for the installation of electric vehicle charging stations at the Civic Center and the future City-owned parking structure in Old Town. The City received confirmation on November 6, 2015, that it has been awarded a \$90,000 grant from MSRC for that purpose. Staff obtained three (3) bids from qualified contractors for the purchase and installation of the charging equipment. The low bid received for this work is from Brea Electric for a total cost of \$37,310. Staff recommends the City Council award a contract to Brea Electric in the amount of \$37,310 for this project.

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Authorize the Interim City Administrator to accept and enter into an agreement for the \$90,000 Air Quality Management District Mobile Source Reduction Committee grant for the installation of electric vehicle charging stations, in a form approved by the City Attorney; and
2. Accept the bid submitted by Brea Electric as the lowest responsive, responsible bidder in the amount of \$37,310, and award it a contract for this work; and
3. Adopt Resolution No. R-2015-____, A Resolution of the City Council of the City of Placentia, California, authorizing a budget amendment in Fiscal Year 2015-16 in the aggregate amount of \$37,310 in compliance with City Charter §§ 1206 and 1209 pertaining to appropriations for actual expenditures; and
4. Authorize the Interim City Administrator or designee to execute documents on behalf of the City, in a form approved by the City Attorney.

1.d.

December 15, 2015

DISCUSSION:

On November 6, 2015, Staff was formally notified that the City had received a grant from the South Coast Air Quality District's Mobile Source Reduction Committee in the amount of \$90,000 for the purchase and installation of electric vehicle charging stations (Attachment 1). This project entails the installation of 10 electric vehicle charging stations in the Civic Center Parking lot for use by the City's newly acquired electric vehicles, as well as to provide a charging station for the public's use while visiting the Civic Center. In addition, the grant provides funding to install one additional charging station at the City's planned parking structure in Old Town as well as a bicycle locker. The charging station and bicycle locker will be installed as part of the construction of that facility.

Staff solicited bids from three (3) qualified electrical contractors for this work and their bid amounts are noted below:

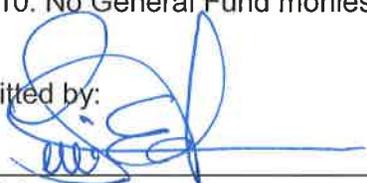
Contractor	Bid Amount
Brea Electric	\$37,310.00
On Target	\$41,901.00
Beard Electric	\$46,275.24

Based on a review and evaluation of the bids received, Staff recommends that the City Council award a contract to Brea Electric which is based in Brea, California, in the amount of \$37,310 (Attachment 2). Also attached for Council consideration is Resolution No. R-2015-XX. A budget amendment is presented for Council consideration and approval as these grant funds were not previously budgeted for in the Fiscal Year 2015-16 Operating Budget (Attachment 3).

FISCAL IMPACT:

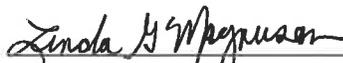
There is \$30,000 currently budgeted from AB2766 - Air Quality funds to construct the charging stations. Since the City is receiving a grant of \$90,000 from the South Coast Air Quality Management District for this purpose, the budget will be changed to reflect the grant revenue and the increased expenditure of \$37,310. No General Fund monies will be utilized for this project.

Submitted by:



Luis Estevez
Public Works Manager

Reviewed and approved:



Linda G. Magnuson
Chief Financial Officer

Reviewed and approved:



Damien R. Arrula
Interim City Administrator

Attachments:

1. Grant Award Letter from MSRC
2. Agreement with Brea Electric
3. Resolution No. R-2015-XX



21865 Copley Drive
Diamond Bar
CA 91765
909.396.3269
fax 909.396.3682

November 6, 2015

Jon Nicks
Director Community Services
City of Placentia
401 E. Chapman Avenue
Placentia, CA 92870

Subject: MSRC Proposal #PA2015-11-41
Funding to Install a Bicycle Locker and Electric Vehicle Charging
Infrastructure

Dear Mr. Nicks;

The South Coast Air Quality Management District Governing Board approved funding for your project on November 6, 2015. Congratulations on the success of your MSRC proposal and subsequent award of funds in the amount of \$90,000.

MSRC staff will contact you with a contract detailing how work, payments, reports, etc., will occur. Generally, you should not start work until a contract has been executed. Any costs incurred prior to contract execution shall be incurred solely at your own risk.

If you have any questions regarding this award of funds or the process that will take place, please contact me at (909) 396-3269.

I look forward to working with you.

Sincerely,

A handwritten signature in cursive script that reads "Cynthia Ravenstein".

Cynthia Ravenstein
MSRC Contracts Administrator
cynthia@cleantransportationfunding.org

**CITY OF PLACENTIA
PUBLIC WORKS AGREEMENT FOR
INSTALLATION OF ELECTRIC VEHICLE CHARGING STATIONS**

THIS AGREEMENT (herein "Agreement"), is made and entered into this 15th day of December, 2015 by and between the CITY OF PLACENTIA, a municipal corporation and charter city, (herein "City") and Brea Electric (herein "Contractor"). The parties hereto agree as follows:

WITNESSETH:

A. WHEREAS, City requires the installation of electric vehicle charging stations as set forth more fully in this Agreement.

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

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

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

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

1.0 SERVICES OF CONTRACTOR

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

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

1.3 Compliance with Law. All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement, including registration with the Department of Industrial Relations of the State of California as required by Labor Code Section 1725.5 before commencing performance under this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder. Contractor shall be responsible for all subcontractors' compliance with this Section 1.4.

1.5 Familiarity with Work. By executing this Contract, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

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

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

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

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

performed. No previous payment shall be considered a waiver of the City's right to reimbursement.

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

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

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

1.9 Additional Services. City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum as set forth in Section 2.1, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of twenty five percent (25%) or less of the Contract Sum, or in the time to perform of one hundred eighty (180) days or less may be approved by the Contract Officer. Any increases, taken either separately or cumulatively, that result in the Contract Sum exceeding \$25,000 must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefore.

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

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of Thirty-seven thousand and three-hundred and ten dollars (\$37,310.00) (herein "Contract Sum"), except as provided in Section 1.9. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

2.2 Progress Payments. Contractor shall submit to the Contract Officer a complete itemized statement of all labor and materials incorporated into the work at the conclusion of the project of the contract sum applicable thereto. Upon approval in writing by the Contract Officer, payment shall be made in thirty (30) days. City shall pay Contractor a sum based upon one-hundred percent (100%) of the contract price apportionment of the labor and materials incorporated into the work upon successful completion of the work to the satisfaction of the Contract Officer.

3.0 PERFORMANCE SCHEDULE

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

3.2 Schedule of Performance. Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed. When requested by the Contractor, extensions to the time period(s) specified in the Scope of Services may be approved in writing by the Contract Officer.

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

3.4 Term. Unless earlier terminated in accordance with Section 7.9 of this Agreement, this Agreement shall continue in full force and effect until final approval and acceptance of the project by the Contract Officer.

4.0 COORDINATION OF WORK

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

Richard D. Holly, Brea Electric Company

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

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

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

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

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

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

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

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

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

- (a) Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site different from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- (b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order per Section 1.9 of this Agreement.
- (c) That, in the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. Contractor shall retain any and all rights provided either by contract or by law, which pertain to the resolution of disputes and protests between the contracting parties.

5.0 INSURANCE AND INDEMNIFICATION

5.1 Insurance. The Contractor 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, the following policies of insurance:

Coverage (Check if applicable)	Minimum Limits
() Comprehensive General Liability Insurance (including premises and operations)	\$1,000,000 per occurrence combined single limit
() Contractual Liability Insurance	\$1,000,000 limit
() Products Liability Insurance	\$1,000,000 per occurrence combined single limit
() Comprehensive Automobile Liability Insurance (includes owned, non-owned, and hired automobile hazard)	\$1,000,000 per occurrence combined single limit
() Errors and Omissions Insurance (providing for a one year discovery period)	\$1,000,000 limit
() Workers' Compensation/Employers' Liability Insurance	\$1,000,000 per occurrence

Conditions:

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

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

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

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

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

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

If the Contractor fails to maintain the aforementioned insurance, or secure and maintain the aforementioned endorsement, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement. However, procuring of said insurance by the City is an alternative to other remedies the City may have, and is not the exclusive remedy for failure of Contractor to

maintain said insurance or secure said endorsement. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which became due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

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

Each contract between the Contractor and any subcontractor shall require the subcontractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 5.1.

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

5.3 Indemnification. Contractor shall defend, indemnify, hold free and harmless the City of Placentia, its elected and appointed officials, officers, agents and employees, at Contractor's sole expense, from and against any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising or alleged to arise out of or in connection with the performance of the work, operations or activities of Contractor, its agents, employees, subcontractors, or invitees, provided for herein, or arising or alleged to arise from the negligent acts or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's performance of or failure to perform any term, provision, covenant or condition of this Agreement.

- (a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith.
- (b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising or alleged to arise out of or in connection with Contractor's (or its agents', employees', subcontractors' or invitees') negligent performance of or failure to perform such work, operations or activities hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom.
- (c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding,

including but not limited to, legal costs and attorneys' fees for counsel selected by City.

- (d) Contractor's duty to defend and indemnify as set out in this Section 5.2 shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

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

The Contractor's indemnification obligations pursuant to this Section 5.2 shall survive the termination of this Agreement. Contractor shall require the same indemnification from all subcontractors.

5.4 Sufficiency of Insurer or Surety. Insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances. In the event the Senior Management Analyst of City ("Senior Management Analyst") determines that the work or services to be performed under this Agreement creates an increased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies required by this Section 5 may be changed accordingly upon receipt of written notice from the Senior Management Analyst; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Senior Management Analyst to the City Council of City within ten (10) days of receipt of notice from the Senior Management Analyst.

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

6.0 RECORDS AND REPORTS

6.1 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement.

For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.2 Records. Contractor shall keep, and require subcontractors to keep, such books and records (including but not limited to payroll records as required herein) as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

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

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

7.0 GENERAL PROVISIONS

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

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

The Principle set forth in Section 4.1 above shall be the representative for Contractor for purposes of this Agreement, and shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

7.3 Disputes. In the event either party fails to perform its obligations hereunder, the nondefaulting party shall provide the defaulting party written notice of such default. The defaulting party shall have ten (10) days to cure the default; provided that, if the default is not reasonably susceptible to being cured within said ten (10) day period, the defaulting party shall have a reasonable time to cure the default, not to exceed a maximum of thirty (30) days, so long as the defaulting party commences to cure such default within ten (10) days of service of such notice and diligently prosecutes the cure to completion; provided further that if the default is an immediate danger to the health, safety and general welfare, the defaulting party shall take such immediate action as may be necessary. Notwithstanding the foregoing, the nondefaulting party may, in its sole and absolute discretion, grant a longer cure period. Should the defaulting party fail to cure the default within the time period provided in this Section, the nondefaulting party shall have the right, in addition to any other rights the nondefaulting party may have at law or in equity, to terminate this Agreement. Compliance with the provisions of this Section 7.3 shall be a condition precedent to bringing any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured.

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

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

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

7.7 Liquidated Damages. Since the determination of actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City Five Hundred Dollars (\$500) as liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in the Scope of Services (Exhibit "A") or "Schedule of Performance" (Exhibit "A"). The City may withhold from any monies payable on account of services performed by the Contractor any accrued liquidated damages.

7.8 Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, Contractor shall vacate any City owned property which Contractor is permitted to occupy hereunder and City may, after compliance with the provisions of Section 7.3, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of setoff or partial payment of the amounts owed the City as previously stated.

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

To City: City of Placentia
401 E. Chapman Ave
Placentia, California 92870
Attn.: Luis Estevez, Public Works Manager

To Contractor:
Brea Electric Company
524 E. Imperial Highway
Suite B
Brea, CA 92821
Attn: Richard D. Holly

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

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

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

7.12 Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race,

color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. To the extent required by law, contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

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

7.14 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.

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

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

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

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

7.19 PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement

System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

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

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

7.21 Legal Responsibilities. The Contractor shall keep itself informed of City, State, and Federal laws, ordinances and regulations, which may in any manner affect the performance of its services pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws, ordinances and regulations. Neither the City, nor its officers, agents, or employees shall be liable at law or in equity as a result of the Contractor's failure to comply with this section.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) Contractor. Contractor shall mean a (California Corporation, partnership, individual) located at BREA, CA.
- (b) City. City shall mean the City of Placentia, a Municipal Corporation and Charter City, located at 401 E. Chapman, Placentia, California 92870.

- (c) City Council. City Council shall mean the City Council of the City of Placentia.
- (d) Contract Officer shall mean the person designated by the City Administrator or City Engineer of City and shall have the duties set forth in Section 4.2.
- (e) Services. Services shall mean the services to be performed by the Contractor pursuant to this Agreement.
- (f) Satisfactory. Satisfactory shall mean satisfactory to the City Administrator or his/her designee.

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

ATTEST:

CITY OF PLACENTIA,
A municipal corporation and Charter City

Damien Arrula, Interim City Administrator

Date: _____

CONTRACTOR

Signature

Date: 11.25.15

Richard D. Holly owner
Name and Title

33-0613839
Social Security or Taxpayer ID Number

ATTEST:

Patrick Melia, City Clerk

APPROVED AS TO FORM:

Christian L. Bettenhausen, City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Eduardo De La Torre, Senior Management Analyst

Date: _____

APPROVED AS TO CONTENT:

Stephen Pischel, Director of Administrative Services

Date: _____

EXHIBIT A
Scope of Services



524 E. IMPERIAL HWY. SUITE B, BREA, CA 92821
Phone 714 529 3030 Fax 714 529 3100

Proposal Submitted To:
City of Placentia
401 E Chapman Ave
Placentia, CA 92870
Attention: Joel Cardenas
Site: City Hall

November 6, 2015
T: 714-993-8225
T: 714-993-8135
F: 714-996-2719
jcardenas@placentia.org

Proposal #2 for Charging Units - Dual

- **Furnish and install (5) Pedestal-mount dual cord Charging Stations – East of Ammo Room**
- **30amp 120/240volt to each Station – (10) total cars at once**
- **Constant power – no credit card or pass activation needed**
- **Pour concrete footings and templates for each**
- **Set Units behind curb so vehicle barriers are not needed – no barriers at this price**
- **Label each Station at Panel and Unit**
- **B.E.C. to include a City “No Fee” Permit**
- **Furnish and install one (1) dual wall hung Unit at back of Dock area**
- **7-10 Business Day lead time for Unit to ship**
- **Price includes: Shipping from Nevada**
- **Price includes: Materials, Tax, and Labor**

*** The contents of this proposal/estimate are the proprietary information of Brea Electric/Holly Electric, Inc., and shall not be disseminated or displayed to any third party without the express written consent of Brea Electric/Holly Electric., Inc. ***

The above work to be performed in accordance with the drawings and specifications submitted and completed in a workman like manner per the National Electric Code 2015.

For the sum of: Thirty Seven Thousand Three Hundred Ten Dollars.....\$37,310.00

Brea Electric Company carries a bond/workers compensation and liability insurances. These documents are available at customer’s request.

Changes in the above specifications may be made only upon written agreement, and extra charges will be made. All agreements are contingent upon strikes, accidents or delays beyond our control. You are to carry fire, tornado, and other necessary insurance upon above work. Our workers are fully covered by Workmen’s Compensation and Public Liability Insurance. We may withdraw this proposal at any time before acceptance. Payment is due in full immediately upon completion of the work; unless otherwise set forth above. In the event in which legal action is necessary in order to collect any sums due under this agreement, including any extra charges which are in wiring, or to enforce any other terms or conditions in this agreement, you agree to pay any and all attorney’s fees, court costs or any other collection costs actually incurred by us.

Respectfully submitted _____
Richard D. Holly, Brea Electric Co. Date

Signature _____
Date

EXHIBIT B
Certificates of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/25/2015

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

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

PRODUCER Shank & Associates 10091 Park Run Drive Suite 200 Las Vegas NV 89145	CONTACT NAME: Margaret Orlando PHONE (A/C, No, Ext): (800) 466-2820 E-MAIL ADDRESS: margaret@swartsmanning.com	FAX (A/C, No): (702) 870-1263
	INSURER(S) AFFORDING COVERAGE	
INSURED Holly Electric, Inc, DBA: Brea Electric Company ID 485143 524 E Imperial HWY, Ste B Brea CA 92821	INSURER A: HDI-Gerling America Insurance	NAIC # 41343
	INSURER B: Everest National Ins. Company	NAIC # 10120
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 15/16 Master **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	ADDITIONAL SUBROGATION	INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	Y	GK20X000158	1/1/2015	1/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Comp Ded \$500	X	Y	GA20X000272	1/1/2015	1/1/2016	SCHEDULED AUTOS NON-OWNED AUTOS Coll Ded \$500 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	7600010729151	1/1/2015	1/1/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: All Operations. Certificate Holder is named as Additional Insured with regards to the General Liability coverage where required by contract, subject to policy terms and conditions per forms. CG2010 (04/13) and CG2037 (04/13). Primary/Non-Contributory Wording applies and Blanket Waiver of Subrogation applies per form CG2404 (05/09). Blanket Waiver of Subrogation applies to the WC per form WC 040306.

CERTIFICATE HOLDER (714) 528-4640 lestevvez@placentia.org City of Placentia Attn: Luis Estevez 401 E. Chapman Ave Placentia, CA 92670-6101	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Tim Shank/ML 
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
<p>Blanket as required by written contract and effective during the policy period as stated on the policy declarations.</p>	<p>Primary Insurance applies: It is agreed that such insurance as is afforded by this policy for the benefit of the additional insured shown shall be primary insurance, and any other insurance maintained by the additional insured(s) shall be excess and noncontributory as respects any claim, loss or liability allegedly arising out of the operations of the named insured or its subcontractors, provided however that this insurance will not apply to any claim loss or liability which is determined to be solely the result of the additional insured's negligence or solely the additional insured's responsibility.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

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

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

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

However:

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

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

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

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

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

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

1. Required by the contract or agreement; or

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

whichever is less.

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

HDI-GERLING AMERICA INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

Endorsement effective 01/01/15	
Named Insured Holly Electric Inc	Countersigned by

(Authorized Representative)

WHO IS AN INSURED (under Section II – Liability Coverage, A.1) is amended to include as an "insured" the person or organization shown in the Schedule with respect to the operation, maintenance, or use of a covered "auto" you own if:

- 1) You are obligated to add that person or organization, as an additional insured to this policy by:
 - a. an expressed provision of an "insured contract", or written agreement; or
 - b. an expressed condition of a written permit issued to you by a governmental or public authority; and
- 2) The "bodily injury" or "property damage" is caused by an "accident" which takes place after:
 - a. You executed the "insured contract" or written agreement; or
 - b. The permit has been issued to you.

SCHEDULE

Name	Address
<p>Blanket as required by an expressed provision of an "insured contract", or written agreement; or an expressed condition of a written permit issued to you by a governmental or public authority and effective during the policy period as stated on the policy declarations. □</p>	

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

This endorsement applies only to your projects away from premises owned by or rented to you.

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

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
- 1.** Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 - 2.** Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

**Blanket as required by written contract
and effective during the policy period as stated on the policy declarations.**

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

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
<p>Blanket as required by written contract and effective during the policy period as stated on the policy declarations.</p>	<p>Primary Insurance applies: It is agreed that such insurance as is afforded by this policy for the benefit of the additional insured shown shall be primary insurance, and any other insurance maintained by the additional insured(s) shall be excess and noncontributory as respects any claim, loss or liability allegedly arising out of the operations of the named insured or its subcontractors, provided however that this insurance will not apply to any claim loss or liability which is determined to be solely the result of the additional insured's negligence or solely the additional insured's responsibility.</p> <p>This insurance also does not apply to any structure intended to be occupied as a private residence, not including apartments.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

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

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

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

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

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

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

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

<p>Named Insured: Holly Electric Inc</p> <p>Endorsement Effective Date: 01/01/15</p>
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SCHEDULE

<p>Name(s) Of Person(s) Or Organization(s):</p> <p style="margin-left: 40px;">Any additional insured under SECTION II – COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. Who is An Insured, c.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

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

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

JOB DESCRIPTION

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER

BLANKET WAIVER OF SUBROGATION

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: 01/01/2015

Policy No. 7600010729151

Endorsement No. 001

Insured: Holly Electric, Inc.

Premium \$ INCL.

Insurance Company: Everest National Insurance Company

Countersigned By: _____

RESOLUTION NO. R-2015-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING A BUDGET AMENDMENT IN FISCAL YEAR 2015/16 IN COMPLIANCE WITH CITY CHARTER OF THE CITY OF PLACENTIA §§ 1206 AND 1209 PERTAINING TO APPROPRIATIONS FOR ACTUAL EXPENDITURES.

A. Recitals.

(i). The adopted budget for the 2015/16 Fiscal Year sets out estimated appropriations for City expenses throughout the year.

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

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

B. Resolution.

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

1. In all respects as set forth in the Recitals, Part A., of this Resolution.

2. The adopted budget for Fiscal Year 2015/16, Resolution No. R-2015-30, is hereby amended to reflect the following expenditure of funds from the Account specified to the Account specified:

Fund	Description	Department	GL Account #	Amount	Type
AB2766 Fund	Improvements other than Buildings		199595-6730	7,310.00	Expense
AB2766 Fund	Other Intergovt Revenue		190000-4299	37,310.00	Revenue
AB2766 Fund	Fund Balance		190000-3001	30,000.00	Fund Bal

3. The Mayor shall sign this resolution, and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED, ADOPTED AND APPROVED this 15th day of December, 2015.

JEREMY B. YAMAGUCHI, MAYOR

Attest:

PATRICK J. MELIA, CITY CLERK

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Patrick J. Melia, 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 15th day of December, 2015 by the following vote:

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

PATRICK J. MELIA, CITY CLERK

APPROVED AS TO FORM:

CHRISTIAN BETTENHAUSEN, CITY ATTORNEY



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: INTERIM CITY ADMINISTRATOR

FROM: PUBLIC WORKS MANAGER

DATE: DECEMBER 15, 2015

SUBJECT: **AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT WITH ALBERT GROVER & ASSOCIATES FOR TRAFFIC ENGINEERING SERVICES**

FISCAL
IMPACT: EXPENSE: \$ 90,000
BUDGETED: \$ 90,000 (ACCOUNT NO.: 103550-6015)

SUMMARY:

On December 16, 2014, the City entered into a professional services agreement with Albert Grover & Associates (AGA) to provide traffic engineering services from December 16, 2014 to December 15, 2015. The term of the agreement was for one year, with an option for two additional one-year extensions based upon the consultant's performance and at the discretion of the City. The annual agreement amount to provide these services is \$90,000. This action will exercise the first available term extension for an additional year. No other terms of the original agreement or compensation has been changed.

RECOMMENDATION:

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

1. Approve Amendment No. 1 to Professional Services Agreement with Albert Grover & Associates extending the term of the existing agreement to provide traffic engineering services for an additional year from December 16, 2015 to December 15, 2016; and
2. Authorize the Interim City Administrator to execute Amendment No. 1; and
3. Authorize the Interim City Administrator to approve the second and final available contract term extension based on consultant performance, in a form approved by the City Attorney.

DISCUSSION:

In addition to providing maintenance services to the community, the Public Works Department is also responsible for designing and constructing capital improvement projects, supporting the Development Services Department ("Department") by performing reviews on a wide variety of development projects, and providing traffic engineering services to other City departments and the community at large.

1.e.

December 15, 2015

The Department is able to provide technical engineering services through the use of professional consultants. In 2014, the City's agreement with the previous traffic engineering consultant expired. The City underwent a competitive proposal process and awarded a contract to Albert Grover & Associates to provide traffic engineering services. On December 16, 2014, the City entered into a professional services agreement with AGA to provide traffic engineering services through December 15, 2015, at a cost of \$90,000. During the past year, AGA has provided the City with excellent service and competent traffic engineering assistance and analysis.

The recommended action will approve an amendment to the professional services agreement extending the contract term for an additional year. No other terms of the original agreement or compensation has been changed. As part of its original proposal, AGA agreed to a schedule of fees that included a specially reduced rate of \$128.57 per hour for a City Traffic Engineer. This hourly rate remains in effect through June 2016, after which that hourly rate is subject to renegotiation with the consultant. In conjunction with the City's annual budget preparation process, Staff will work with the consultant to evaluate a potential hourly rate increase. Should that fee negotiation result in an increased hourly rate, Staff will present a proposed agreement amendment increasing the hourly rate to the City Council for its consideration and approval. The recommended action also authorizes the Interim City Administrator to approve the second and final agreement term extension based on the consultant's performance and in a form approved by the City Attorney. Any proposed changes or increases to the consultant's compensation would be presented to the City Council for its consideration and approval.

FISCAL IMPACT:

The annual not-to-exceed amount for this agreement is \$90,000. Funds for these services have been budgeted in the Fiscal Year 2015-16 Operating Budget and are paid for using restricted funds.

Prepared by:



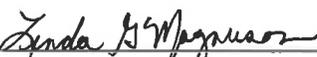
Elsa Villagrana
Senior Administrative Assistant

Reviewed and approved:



Luis Estevez
Public Works Manager

Reviewed and approved:



Linda G. Magnuson
Chief Financial Officer

Reviewed and approved:



Damien R. Arrula
Interim City Administrator

Attachments:

1. Original Agreement
2. Amendment No. 1 to Professionals Services Agreement with Albert Grover & Associates, Inc.

**CITY OF PLACENTIA
CONSULTING SERVICES AGREEMENT**

This Agreement is made and entered into this 16th day of December, 2014, by and between the City of Placentia, a Municipal Corporation and Charter City (hereinafter "CITY") and Albert Grover & Associates, a California Corporation, (hereinafter "CONSULTANT").

A. Recitals.

- (i) CITY requires professional traffic engineering services. ("Work" hereinafter).
- (ii) CONSULTANT has now submitted a proposal for the performance of such services, pursuant to the terms and provisions hereof.
- (iii) CITY desires to retain CONSULTANT to perform professional services necessary to render advice and assistance to CITY with regard to the Work.
- (iv) CONSULTANT represents that it is qualified to perform such services and is willing to perform such professional services as hereinafter defined.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein it is agreed by and between CITY and CONSULTANT as follows:

B. Agreement.

1. Definitions: The following definitions shall apply to the following terms, except where the context of this Agreement otherwise requires:

- (a) **Administrator:** The City Administrator of CITY or his or her designee.
- (b) **Scope of Services:** The provision of Engineering Services, Scope of Services attached to this Agreement as Exhibit "A" and incorporated herein by reference (the "services"), which includes the agreed upon schedule of performance and the schedule of fees. Consultant warrants that all services and work shall be performed in a competent, professional, and satisfactory manner in accordance with all standards prevalent in the industry. In the event of any inconsistency between the terms contained in the Scope of Services and the terms set forth in this Agreement, the terms set forth in this Agreement shall govern.

2. Time of Completion: (a) The time for completion of the services is an essential condition of this Agreement. CONSULTANT shall prosecute regularly and diligently the Work in accordance with the agreed-upon schedule of performance set forth in Exhibit "A." CONSULTANT shall not be accountable for delays in the progress of its work caused by any condition beyond CONSULTANT's control and without the fault or negligence of CONSULTANT. Delays shall not entitle CONSULTANT to any additional compensation regardless of the party responsible for the delay. The contract term for this Agreement is for one (1) year, with an option for two (2) additional one (1) year periods based upon an annual budget

allocation for CONSULTANT's services as well as CONSULTANT's performance ("Option Period"). The Option Period shall be contingent upon review and approval by the City Administrator.

(b) CONSULTANT shall supply copies of all requisite maps, surveys, reports, plans, models, computer files, and documents (hereinafter collectively referred to as "Documents") including all supplemental technical documents, as described in Exhibit "A" to CITY within the time specified herein. Copies of the Documents shall be in such numbers as are required by Exhibit "A."

(c) CONSULTANT shall, at CONSULTANT's sole cost and expense, secure and hire such other persons as may, in the opinion of CONSULTANT, be necessary to comply with the terms of this Agreement. In the event any such other persons are retained by CONSULTANT, CONSULTANT hereby warrants that such persons shall be fully qualified to perform services required hereunder. CONSULTANT further agrees that no subcontractor shall be retained by CONSULTANT except upon the prior written approval of CITY.

3. Payment for Services: (a) CITY shall pay CONSULTANT a maximum sum of **\$90,000, 14 hours per hours week**, for the performance of the services. This sum shall cover the cost of all staff time and all other direct and indirect costs or fees, including the work of employees, consultants and subcontractors to CONSULTANT. Payment to CONSULTANT, by CITY, shall be made in accordance with the schedule set forth below. Standard State prevailing wages apply to this contract.

(b) Payments to CONSULTANT shall be made by CITY in accordance with the invoices submitted by CONSULTANT, on a monthly basis, and such invoices shall be paid within a reasonable time after said invoices are received by CITY. All charges shall be in accordance with Exhibit "A" either with respect to hourly rates or lump sum amounts for individual tasks. In no event, however, will said invoices exceed 95% of individual task totals described in Exhibit "A."

(c) CONSULTANT agrees that, in no event, shall CITY be required to pay to CONSULTANT any sum in excess of 95% of the maximum payable hereunder prior to receipt by CITY of all final Documents, together with all supplemental technical documents, as described herein, and the Work is completed, acceptable in form and content to CITY. Final payment shall be made not later than 45 days after presentation of final Documents and acceptance thereof by CITY.

(d) Additional services: Payment for additional services requested, in writing, by CITY, and not included in CONSULTANT's proposal as set forth in Exhibit "A" shall be paid on a reimbursement basis in accordance with the fee schedule set forth in said Exhibit "A." Any such additional services must be approved, in advance, in writing, by the Administrator. Charges for additional services shall be invoiced on a monthly basis and shall be paid by CITY within a reasonable time after said invoices are received by CITY.

4. CITY Assistance to CONSULTANT: CITY agrees to provide to CONSULTANT:

(a) Information and assistance as set forth in Exhibit "A" hereto.

(b) Photographically reproducible copies of maps and other information, if available, which CONSULTANT considers necessary in order to complete the Work.

(c) Such information as is generally available from CITY files applicable to the Work.

(d) Assistance, if necessary, in obtaining information from other governmental agencies and/or private parties. However, it shall be CONSULTANT's responsibility to make all initial contact with respect to the gathering of such information.

5. Records and Documents: (a) CONSULTANT shall maintain complete and accurate records with respect to time, sales, costs, expenses, receipts and other such information required by CITY that relate to the performance of services under this Agreement. CONSULTANT shall maintain adequate records of services provided in sufficient detail to permit an evaluation of services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible to the Administrator. CONSULTANT shall provide free access to the Administrator at reasonable times to such books and records; shall give CITY the right to examine and audit said books and records; shall permit CITY to make transcripts therefrom as necessary; and shall allow the inspection of all work, data, documents, proceedings, payroll documents, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of three (3) years after receipt of final payment.

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original Documents notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of CITY and may be used, reused, or otherwise disposed of by CITY without the permission of CONSULTANT. With respect to computer files, CONSULTANT shall make available to CITY, at the CONSULTANT'S office and upon reasonable written request by CITY, the necessary computer software and hardware for purposes of accessing, compiling, transferring, and printing computer files.

6. Suspension or Termination: (a) CITY may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon CONSULTANT at least ten (10) days prior written notice. Upon receipt of said notice, CONSULTANT shall immediately cease all work under this Agreement, unless the notice provides otherwise. If CITY suspends or terminates a portion of this Agreement, such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, CITY shall pay to CONSULTANT the actual value of the work performed up to the time of termination, provided that the work performed is of value to CITY. Upon termination of the Agreement pursuant to this Section, CONSULTANT will submit an invoice to CITY pursuant to Section 3 and shall provide

to CITY any and all Documents, whether in draft or final form, prepared by CONSULTANT as of the date of termination. CONSULTANT may not terminate this Agreement except for cause.

7. Default of CONSULTANT: (a) CONSULTANT's failure to comply with the provisions of this Agreement shall constitute a default. In the event CONSULTANT is in default for cause under the terms of this Agreement, CITY shall have no obligation or duty to continue compensating CONSULTANT for any work performed after the date of default and CITY may terminate this Agreement immediately by written notice to CONSULTANT. If such failure by CONSULTANT to make progress in the performance of work hereunder arises out of causes beyond CONSULTANT's control, and without fault or negligence of CONSULTANT, the same shall not be considered a default.

(b) If the Administrator CONSULTANT is in default in the performance of any of the terms or conditions of this Agreement, the Administrator shall cause to be served upon CONSULTANT written notice of default. CONSULTANT shall have ten (10) calendar days after service of said notice in which to cure the default by rendering satisfactory performance. In the event that CONSULTANT fails to cure its default within such period of time, 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.

8. Notices and Designated Representatives: Any and all notices, demands, invoices and written communications between the parties hereto shall be addressed as set forth in this Section 8. The below-named individuals, furthermore, shall be those persons primarily responsible for the performance by the parties under this Agreement:

To City: City of Placentia
401 E. Chapman Ave.
Placentia, California 92870-6101
Attention: City Administrator

To Consultant: Albert Grover & Associates
211 E. Imperial Hwy., Suite 208
Fullerton, CA 92835
Attn: Mark Miller, PE

Any such notices, demands, invoices and written communications, by mail, shall be deemed to have been received by the addressee forty-eight (48) hours after deposit thereof in the United States mail, postage prepaid and properly addressed as set forth above.

9. Insurance: (a) CONSULTANT shall neither commence work under this Agreement until it has obtained all insurance required hereunder in a company or companies acceptable to CITY nor shall CONSULTANT allow any subcontractor to commence work on a subcontract until all insurance required of the subcontractor has been obtained. CONSULTANT shall take out and maintain at all time during the term of this Agreement policies of insurance as required by Exhibit "B," attached hereto and by this reference herein incorporated.

(b) Minimum insurance limits shall be as specified in Exhibit "A."

(c) In addition to the requirements of Exhibit "B," and prior to commencing work on the Work, CONSULTANT shall furnish to CITY a certificate of insurance as proof that it has taken out full workers' compensation insurance for all persons whom CONSULTANT may employ directly or through subcontractors in carrying out the work specified herein, in accordance with the laws of the State of California.

(d) In accordance with the provisions of California Labor Code § 3700, every employer shall secure the payment of compensation to his employees. CONSULTANT prior to commencing work shall sign and file with CITY a certification as follows:

"I am aware of the provisions of § 3700 of the California 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 Agreement."

(e) CONSULTANT acknowledges and agrees that any actual or alleged failure on the part of CITY to inform CONSULTANT of non-compliance with any insurance requirement in no way imposes any additional obligations on CITY nor does it waive any rights hereunder in this or any other regard.

(f) CONSULTANT may effect for its own account insurance not required under this Agreement.

10. Indemnification: CONSULTANT shall defend, indemnify and save harmless CITY, its elected and appointed officials, officers, agents and employees ("Indemnitees"), from all liability from loss, damage or injury to persons or property, including the payment by CONSULTANT of any and all legal costs and attorneys' fees, in any manner arising out of the acts and/or omissions of CONSULTANT pursuant to this Agreement, including, but not limited to, all consequential damages, to the maximum extent permitted by law. In furtherance thereof, CONSULTANT agrees as follows:

(a) Indemnification for Professional Liability. Where the law establishes a professional standard of care for CONSULTANT's services, to the maximum extent possible, CONSULTANT shall defend, indemnify, protect and hold harmless the Indemnitees from and against any and all claims, charges, complaints, liabilities, obligations, promises, benefits, agreements, controversies, costs, losses, debts, expenses, damages, actions, causes of action, suits, rights, and demands for any negligence, recklessness or willful misconduct ("Claims"), by CONSULTANT, its officers, agents, employees or subcontractors (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement without regard to whether such Claims arise under federal, state, or local constitutions, statutes, rules or regulations, or the common law. With respect to the design of public improvements, CONSULTANT shall not be liable for any injuries or property damage resulting from the reuse of

the design at a location other than that specified in Exhibit "A" without the written consent of CONSULTANT.

(b) **Indemnification for Other Than Professional Liability.** In addition to indemnification related to the performance of professional services and to the full extent permitted by law, CONSULTANT shall further indemnify, protect, defend and hold harmless the Indemnitees from and against any liability (including Claims) where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by CONSULTANT or by any individual or entity for which CONSULTANT is legally liable, including but not limited to officers, agents, employees or subcontractors of CONSULTANT.

(c) **General Indemnification Provisions.** CONSULTANT agrees to obtain executed indemnity agreements which indemnify, protect, defend and hold harmless the Indemnitees from liability, with provisions identical to those set forth here in this Section 9 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required, such failure shall be deemed a material breach of this Agreement, and Consultant agrees to be fully responsible according to the terms of this entire Section 10. CITY shall have no obligation to ensure compliance with this Section by CONSULTANT and failure to do so will in no way act as a waiver. This obligation to indemnify and defend is binding on the successors, assigns or heirs of Consultant, and shall survive the termination of this Agreement or this Section.

(d) **Obligation to Defend.** It shall be the sole responsibility and duty of CONSULTANT to fully pay for and indemnify the Indemnitees for the costs of defense, including but not limited to attorney's fees and costs, for all Claims against CITY and the Indemnitees, whether covered or uncovered by CONSULTANT's insurance, against the City and/or the Indemnitees which arise out of any type of omission or error, negligent or wrongful act, of CONSULTANT, its officers, agents, employees, or subcontractors. CITY shall have the right to select defense counsel.

11. Assignment: CONSULTANT shall not assign any interest in this contract without the prior written approval of CITY. Should CONSULTANT assign any interest in this contract without the prior written approval of the CITY, CITY shall have the option to immediately terminate this Agreement, within three (3) days of the close of said notice period. Upon termination of this Agreement, CONSULTANT's sole compensation shall be payment for actual services performed up to, and including, the date of termination or as may be otherwise agreed to in writing between CITY and CONSULTANT.

12. Licenses/Certifications: At all times during the term of this Agreement, CONSULTANT shall keep and maintain, in full force and effect, all licenses or certifications required of CONSULTANT by law for the performance of the services described in this Agreement.

13. Legal Responsibilities: (a) **Legal Requirements.** 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. CONSULTANT

shall at all times observe and comply with all such laws and regulations. Neither CITY, nor its elected or appointed officers, employees or agents shall be liable at law or in equity occasioned by failure of CONSULTANT to comply with this Section.

(b) **Non-liability of City Officers and Employees.** No elected or appointed officer, official, employee or agent of CITY shall be personally liable to CONSULTANT, or any successor-in-interest, in the event of any default or breach by CITY or for any amount which may become due to CONSULTANT or to its successor, or for breach of any obligation of the terms of this Agreement.

(c) **Undue Influence.** CONSULTANT declares and warrants that no undue influence or pressure is used against or in concert with any elected or appointed officer, official, employee or agent of CITY in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No elected or appointed officer, official, employee or agent of CITY will receive compensation, directly or indirectly, from CONSULTANT, or from any officer, employee or agent of CONSULTANT, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling CITY to any and all remedies at law or in equity.

(d) **No Benefit to Employees.** No elected or appointed officer, official, employee or agent of CITY, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Work during his/her tenure, or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Work performed under this Agreement.

(e) **Nondiscrimination.** In connection with its performance under this Agreement, CONSULTANT shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, marital status, ancestry, or national origin. CONSULTANT shall ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, age, marital status, ancestry, or national origin. 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, or selection for training, including apprenticeship.

14. Patent/Copyright: (a) To the fullest extent permissible under law, and in lieu of any other warranty by CITY or CONSULTANT against patent or copyright infringement, statutory or otherwise, it is agreed that CONSULTANT shall defend at its expense any claim or suit against CITY on account of any allegation that any item furnished under this Agreement, or the normal use or sale thereof arising out of the performance of this Agreement, infringes upon any presently existing U.S. letters patent or copyright and CONSULTANT shall pay all costs and damages finally awarded in any such suit or claim, provided that CONSULTANT is promptly notified in writing of the suit or claim and given authority, information and assistance at CONSULTANT'S expense for the defense of same, and provided such suit or claim arises out of, pertains to, or is related to the negligence, recklessness or willful misconduct of CONSULTANT. However,

CONSULTANT will not indemnify CITY if the suit or claim results from: (1) CITY's alteration of a deliverable, such that CITY's alteration of such deliverable created the infringement upon any presently existing U.S. letters patent or copyright; or (2) the use of a deliverable in combination with other material not provided by CONSULTANT when it is such use in combination which infringes upon an existing U.S. letters patent or copyright.

(b) CONSULTANT shall have sole control of the defense of any such claim or suit and all negotiations for settlement thereof and CONSULTANT shall not be obligated to indemnify CITY under any settlement made without CONSULTANT's consent or in the event CITY fails to cooperate in the defense of any suit or claim, provided, however, that such defense shall be at CONSULTANT's expense. If the use or sale of such item is enjoined as a result of the suit or claim, CONSULTANT, at no expense to CITY, shall obtain for CITY the right to use and sell the item, or shall substitute an equivalent item acceptable to CITY and extend this patent and copyright indemnity thereto.

15. Release of Information/Conflict of Interest: (a) All information gained by CONSULTANT in performance of this Agreement shall be considered confidential and shall not be released by CONSULTANT without CITY's prior written authorization. CONSULTANT, its officers, employees, agents, or subconsultants, shall not, without written authorization from the Administrator or unless requested by CITY's City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any work or property located within the CITY. Response to a subpoena or court order shall not be considered "voluntary" provided CONSULTANT gives CITY notice of such court order or subpoena.

(b) CONSULTANT shall promptly notify CITY should CONSULTANT, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any work or property located within the CITY. CITY retains the right, but has no obligation, to represent CONSULTANT and/or be present at any deposition, hearing, or similar proceeding. CONSULTANT agrees to cooperate fully with CITY and to provide the opportunity to review any response to discovery requests provided by Consultant. However, CITY's right to review any such response does not imply or mean the right by CITY to control, direct, or rewrite said response.

16. Damages: In the event CONSULTANT fails to submit to CITY the completed Work, together with all documents and supplemental material required hereunder, in public hearing form to the reasonable satisfaction of CITY, within the time set forth herein, or as may be extended by written consent of the parties hereto, CONSULTANT shall pay to CITY, as liquidated damages and not as a penalty, the sum of One Hundred dollars (\$ 100) per day for each day CONSULTANT is in default, which sum represents a reasonable endeavor by the parties hereto to estimate a fair compensation for the foreseeable losses that might result from such a default in performance by CONSULTANT, and due to the difficulty which would otherwise occur in establishing actual damages resulting from such default, unless said default is caused by CITY or by acts of God, acts of the public enemy, fire, floods, epidemics, or quarantine restrictions.

17. **Independent Contractor:** The Parties hereto agree that CONSULTANT and its employers, officers and agents are independent contractors under this Agreement and shall not be construed for any purpose to be employees of CITY.

18. **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of California.

19. **Attorneys' Fees:** In the event any legal proceeding is instituted to enforce any term or provision of the Agreement, the prevailing party in said legal proceeding shall be entitled to recover attorneys' fees and costs from the opposing party in an amount determined by the court to be reasonable.

20. **Authority to Execute:** The person or persons executing this Agreement on behalf of CONSULTANT warrant(s) and represent(s) that he/she has the authority to execute this Agreement on behalf of CONSULTANT and has the authority to bind CONSULTANT to the performance of CONSULTANT's obligations hereunder.

21. **Entire Agreement:** This Agreement supersedes any and all other agreements, either oral or in writing, between the parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party which is not embodied herein nor any other agreement, statement, or promise not contained in this Agreement shall be valid and binding. Any modification of this Agreement shall be effective only if it is in writing signed by all parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above:

CONSULTANT


Mark Miller, P.E.
Executive Vice President

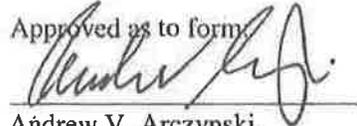
CITY


Troy L. Butzlaff, ICMA-CM
City Administrator

ATTEST:


Patrick J. Melia
City Clerk

Approved as to form:


Andrew V. Arczynski,
City Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/12/2014

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

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

PRODUCER IOA Insurance Services 130 Vantis, Suite 250 Aliso Viejo, CA 92656	CONTACT NAME:	Betty Tran	
	PHONE (A/C No., Ext):	949-297-5962	FAX (A/C No.): 949-297-5960
www.ioausa.com	E-MAIL ADDRESS:	betty.tran@ioausa.com	
	CA License #0E67768	INSURER(S) AFFORDING COVERAGE	
INSURED Albert Grover & Associates, Inc. 211 E. Imperial Hwy, Suite 208 Fullerton CA 92835	INSURER A:	RLI Insurance Company	NAIC # 13056
	INSURER B:	RSUI Indemnity Company	22314
	INSURER C:	Continental Casualty Company	20443
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: 22636805 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADOL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <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 OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	PSB0001618 Scheduled AI Endt #PPB3130212 Professional Services performed by the Insured are Excluded	7/1/2014	7/1/2015	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
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PSB0001618 Included in General Liability	7/1/2014	7/1/2015	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			NHA235823 Excludes Professional Liability; Follow Form	7/1/2014	7/1/2015	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		PSW0001494 Waiver of Subrogation Endt #WC0403060484	7/1/2014	7/1/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	<input type="checkbox"/> Professional Liability <input type="checkbox"/> Claims-Made			MCH288354455	7/1/2014	7/1/2015	\$2,000,000 Per Claim \$4,000,000 Aggregate

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

Certificate Holder is an Additional Insured with respect to General Liability (GL) but only when required by written contract with the Insured prior to an occurrence as per Endorsement noted above. GL includes Separation of Insureds and Contractual Liability per limitations in the Business Owners' Coverage form. A Workers' Compensation Waiver of Subrogation as noted above is included for the person or organization named in the Schedule that are parties to a contract requiring this Endorsement, provided that contract is executed before the loss. Coverage subject to all policy terms, conditions, limitations and exclusions. 30 Day Notice Cancellation/10 Days for Non-Payment in accordance with policy provisions.

CERTIFICATE HOLDER

On-Call Traffic Engineering Services

City of Placentia,
its elected and appointed officials, officers
and employees
400 E Chapman Avenue
Placentia CA 92870

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

(AVC) Alicia K. Igram

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ACORD 25 (2014/01)

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

RLIPack[®] FOR PROFESSIONALS SCHEDULED ADDITIONAL INSURED ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM – SECTION II – LIABILITY

Schedule

Name of Person(s) or Organization(s):
City of Placentia,
its elected and appointed officials, officers
and employees

1. **SECTION II C. Who Is An Insured** is amended to include as an additional insured the person or organization shown in the schedule above, 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 to the rendering of or failure to render any "professional services".
 - b. 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 SECTION I – PROPERTY AND 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.

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

City of Placentia,
its elected and appointed officials, officers
and employees

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 7/1/2014
Insured
Albert Grover & Associates, Inc.

Policy No. PSW0001494
Insurance Company
RLI Insurance Company

Endorsement No.

Countersigned By _____



Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) Albert Grover & Associates	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see instructions) ▶ _____	
Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____	
Address (number, street, and apt. or suite no.) 211 Imperial Highway, Suite 208	Requester's name and address (optional) City of Placentia 401 E Chapman Ave Placentia, CA 92870
City, state, and ZIP code Fullerton, CA 92835-1047	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number																					
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Employer identification number											
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3	3	-	0	5	7	4	5	5	5		

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶ <u>12/12/14</u>
------------------	----------------------------	------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

**AMENDMENT NO. 1 TO
CONSULTING SERVICES AGREEMENT
PROVISION OF TRAFFIC ENGINEERING SERVICES**

This Amendment No. 1 to Consulting Services Agreement is made and entered into effective the 16th day of December, 2015, by and between the CITY OF PLACENTIA, a Charter City and Municipal Corporation (“CITY”), and Albert Grover & Associates, a California corporation (hereinafter “CONSULTANT”) (“Amendment”). 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 previously entered into that certain Consulting Services Agreement dated December 16, 2014 (“Agreement”) through which CONSULTANT provides Traffic Engineering Services as set forth in the Scope of Services attached to the Agreement as Exhibit “A” and incorporated herin reference (the “services”), which includes the agreed upon schedule of performance and the schedule of fees.

(ii). The Parties seek to extend the term of the Agreement for one (1) year to December 15, 2016 pursuant to Section B, Paragraph 2 of the Agreement.

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

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

A. Amendment to Agreement.

1. Pursuant to Section B, Paragraph 2 of the Agreement, the term of the Agreement is hereby extended for one (1) additional year to December 16, 2016.

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, together with this Amendment No. 1, 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 excuted 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.

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

CONSULTANT

CITY OF PLACENTIA

By: 
Mark Miller, P.E.
Executive Vice President

By: _____
Damien Arrula,
Acting City Administrator

ATTEST: _____
Patrick J. Melia,
City Clerk

APPROVED AS TO FORM:

By: _____
Christian L. Bettenhausen,
City Attorney



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: INTERIM CITY ADMINISTRATOR

FROM: CHIEF OF POLICE

DATE: DECEMBER 15, 2015

SUBJECT: **URBAN AREAS SECURITY INITIATIVE (UASI) AGREEMENT BETWEEN THE CITY OF SANTA ANA AND THE CITY OF PLACENTIA**

FISCAL
IMPACT: NONE

SUMMARY:

The City of Santa Ana Police Department is the "Core City" for the Anaheim/Santa Ana Urban Area under the Fiscal Year 2015 Urban Areas Security Initiative (UASI). Santa Ana has received and accepted a grant from the Federal Department of Homeland Security (DHS) and Federal Emergency Management Agency (FEMA), through the State of California Governor's Office of Emergency Services (CalOES), to enhance countywide emergency preparedness. This action will approve an agreement with Santa Ana designating the City of Placentia as a sub-recipient of the UASI grant.

RECOMMENDATION:

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

1. Approve the Agreement with the City of Santa Ana; and
2. Authorize the Interim City Administrator and/or his designee to execute all the necessary documents, in a form approved by the City Attorney.

DISCUSSION:

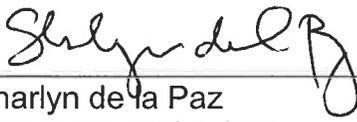
The Office of Grants Management had awarded the City of Santa Ana \$4,400,000 for the Fiscal Year 2015 Urban Areas Security Initiative (FY2015 UASI), to be used in the Anaheim/Santa Ana Urban Area (ASAUA). Santa Ana is the designated "Core City" and the City of Placentia is a sub-recipient of ASAUA. As one of the 34 sub-recipients of the ASAUA, the City will participate in training provided by Santa Ana and funded by the UASI grant to address the unique equipment, training, planning and exercise needs of large urban areas, and to assist in the building an enhanced and sustainable capacity to prevent, respond to and recover from threats or acts of

1.f.
December 15, 2015

terrorism. Other surrounding agencies that are included in ASUA are Brea, Buena Park, California State University Fullerton, La Habra, Yorba Linda and Fullerton.

The City of Placentia has been a participant of the ASUA for the past six (6) years. As a participant, the City has been afforded opportunities to send Staff for training in terrorism and emergency preparedness. The City of Placentia will also be receiving a new dispatch base station radio which will replace the obsolete base station radio which is no longer repairable.

Prepared by:



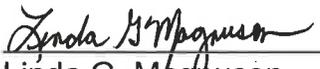
Sharlyn de la Paz
Management Analyst

Reviewed and approved:



Ward L. Smith
Chief of Police

Reviewed and approved:



Linda G. Magnuson
Chief Financial Officer

Reviewed and approved:



Damien R. Arrula
Interim City Administrator

Attachment:

1. Agreement

AGREEMENT

SUB-RECIPIENT: CITY OF PLACENTIA

City Contract Number _____

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Exhibit C	Grant Assurances

AGREEMENT FOR TRANSFER OR PURCHASE OF EQUIPMENT/SERVICES OR FOR
REIMBURSEMENT OF TRAINING COSTS
FOR FY2015 URBAN AREAS SECURITY INITIATIVE (UASI)

BETWEEN
THE CITY OF SANTA ANA
AND CITY OF PLACENTIA

THIS AGREEMENT is made and entered into this 18th day of November, 2015, by and between the CITY OF SANTA ANA, a municipal corporation (the "CITY"), and CITY OF PLACENTIA (the "SUB-RECIPIENT" or "Contractor").

WITNESSETH

WHEREAS, CITY, acting through the Santa Ana Police Department in its capacity as a Core City for the Anaheim/Santa Ana Urban Area under the FY15 Urban Areas Security Initiative, has applied for, received and accepted a grant entitled "FY 2015 Urban Areas Security Initiative" from the federal Department Of Homeland Security(DHS) Federal Emergency Management Agency (FEMA), through the State of California Governor's Office of Emergency Services (CalOES), to enhance countywide emergency preparedness (the "grant"), as set forth in the grant guidelines and assurances that are incorporated to this Agreement by reference and located at:

"U.S. Department of Homeland Security "Fiscal Year 2015 Homeland Security Grant Program (HSGP) Notice of Funding Opportunity (NOFO)"
http://www.fema.gov/media-library-data/1429291822887-7f203c9296fde6160b727475532c7796/FY2015HSGP_NOFO_v3.pdf

California Governor's Office of Emergency Services "FY2015 Homeland Security Grant Program: California Supplement to Federal Program Guidance and Application Kit"
<http://www.caloes.ca.gov/GrantsManagementSite/Documents/FY%202015-%20HSGP%20State%20Guidance.pdf>

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

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

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

WHEREAS, the Anaheim/Santa Ana Urban Area ("ASAUA") consists of 34 cities in Orange County, including the City of Santa Ana and the City of Anaheim, the County of Orange, including the unincorporated area of the County of Orange, Santa Ana Unified School District Police, California State University, Fullerton, University of California, Irvine, Municipal Water District of Orange County, and the Orange County Fire Authority; and

WHEREAS, the Office of Grants Management ("OGM") awarded a FY15 UASI Grant of \$4,400,000 ("Grant Funds") to the CITY OF SANTA ANA, as a Core City, for use in the ASAUA; and

WHEREAS, the CITY has designated the Chief of Police, or his designee and the Santa Ana Police Department, Homeland Security Division ("UASI Grant Office") to provide for terrorism prevention and emergency preparedness; and

WHEREAS, the UASI Grant Office now wishes to distribute FY15 UASI Grant Funds throughout the ASAUA, as further detailed in this Agreement ("Agreement") to CITY OF PLACENTIA ("SUB-RECIPIENT") and others;

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

I
INTRODUCTION

§101. Parties to the Agreement

The parties to this Agreement are:

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

§102. Representatives of the Parties and Service of Notices

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

- 1. The representative of the CITY OF SANTA ANA shall be, unless otherwise stated in the Agreement:

Kenneth Gominsky, Jr., Commander
Santa Ana Police Department
Homeland Security Division
60 Civic Center Plaza
Santa Ana, CA 92702
Phone: (714) 245-8040
Fax: (714) 245-8098
kgominsky@santa-ana.org

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

Eric Point, Lieutenant
CITY OF PLACENTIA
401 E. Chapman Avenue, Placentia, CA 92870
Phone: (714) 993-8167
E-mail: epoint@placentia.org

- B. Formal notices, demands and communications to be given hereunder by either party shall be made in writing and may be effected by personal delivery or by registered or certified mail, postage prepaid, return receipt requested and shall be deemed communicated as of the date of mailing.
- C. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice shall be given, in accord with this section, within five (5) business days of said change.

§103. Independent Party

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

§104. Conditions Precedent to Execution of This Agreement

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

- A. Grant Assurances in accordance with section 415C of this Agreement attached hereto as Exhibit C and made part hereof.
- B. Certifications Regarding Ineligibility, Suspension and Debarment as required by Executive Order 12549 in accordance with Section 415A12 of this Agreement and attached hereto as Exhibit A and made a part hereof.
- C. Certifications and Disclosures Regarding Lobbying in accordance with Section 415C of this Agreement and attached hereto as Exhibit B and made a part hereof. SUB-RECIPIENT shall also file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of the information contained in any Disclosure Form previously filed by SUB-RECIPIENT.

II
TERM AND SERVICES TO BE PROVIDED

§201. Time of Performance

The term of this Agreement shall commence on November, 18, 2015 and end on April 30, 2018 or upon the final disbursement of all of the Grant Amount (as defined in Section 301) and any additional period of time as is required to complete any necessary close out activities. Said term is subject to the provisions herein.

§202. Use of Grant Funds

- A. CITY may, a) transfer to SUB-RECIPIENT, equipment or services purchased with grant funds and in accordance with grant guidelines set forth above; or, b) reimburse SUB-RECIPIENT for purchase of authorized equipment, exercises, services or training upon receiving prior written approval from CITY or its designee and in accordance with grant guidelines and in full compliance with all of the SUB-RECIPIENT'S purchasing and bidding procedures. SUB-RECIPIENT shall specify the equipment, services, exercises and training to be purchased using the Application for Project Funding. A paper copy of this document will be provided to SUB-RECIPIENT by CITY. In addition, a compact disc with a copy of the document will be provided to SUB-RECIPIENT by CITY. If additional copies of the document are needed, SUB-RECIPIENT may contact the Santa Ana Grant Coordinator and it will be provided.
- B. SUB-RECIPIENT shall provide any reports requested by the CITY regarding the performance of the Agreement. Reports shall be in the form requested by the CITY, and shall be provided in a timely manner.
- C. The Authorized Equipment List (AEL) is a list of the allowable equipment which may be purchased pursuant to this Agreement and is located at http://www.fema.gov/media-library-data/20130726-1825-25045-7138/fema_preparedness_grants_authorized_equipment_list.pdf, and incorporated to this Agreement by reference. A copy of the AEL shall be retained in the Anaheim/Santa Ana Grant Office. Unless otherwise stated in program guidance any equipment acquired pursuant to this Agreement shall meet all mandatory regulations and/or DHS-adopted standards to be eligible for purchase using grant funds. SUB-RECIPIENT shall provide the CITY a copy of its most current procurement guidelines and follow its own procurement requirements as long as they meet the minimum federal requirements. Federal procurement requirements for the FY 15 UASI Grant can be found at 2 Code of Federal Regulations (CFR) Part 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards."

Any equipment acquired or obtained with Grant Funds:

1. Shall be made available under the California Disaster and Civil Defense Master Mutual Aid Agreement in consultation with representatives of the various fire, emergency medical, hazardous materials response services, and law enforcement agencies within the jurisdiction of the applicant;
2. Shall be consistent with needs as identified in the National Priorities and Core Capabilities, the State Homeland Security Strategy and the Anaheim/Santa Ana Urban Area and Orange County Operational Area Homeland Security Grants Strategy; and deployed in conformance with those plans;
3. Shall be made available pursuant to applicable terms of the California Disaster and Civil Defense Master Mutual Aid Agreement and deployed with personnel trained in the use of such equipment in a manner consistent with the California Law Enforcement Mutual Aid Plan or the California Fire Services and Rescue Mutual Aid Plan;
4. Shall be subject to the requirements of Title 2 CFR Part 200.313 and 200.314. For the purposes of this subsection, "Equipment" is defined as nonexpendable property that is not consumed or does not lose its identity by being incorporated into another item of equipment, which costs \$5,000 or more per unit, or is expected to have a useful life of one (1) year or more.;
5. Shall be used by SUB-RECIPIENT in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer useful for the original program or project, the Equipment may be used in other activities currently or previously supported by a Federal agency.
6. Shall be made available for use on other projects or programs currently or previously supported by the Federal Government, providing such use will not interfere with the work on the projects or program for which it was originally acquired. First preference for other use shall be given to other programs or projects supported by the awarding agency.
7. Shall be recorded on a ledger. This record must be updated bi-annually and forwarded to the City. The record shall include: (a) description of the item of Equipment, (b) a serial number or other identification number, (c) the source of funding for the property (including the FAIN), (d) who holds the title, (e) the acquisition date, (f) the cost of the property, (g) percentage of Federal participation in the project costs for the Federal award under which the property was

acquired, (h) location, (i) use and condition of Equipment, and (j) ultimate disposition data including the date of disposal and sale price of the property. Records must be retained pursuant to 2 CFR Part 200.313.

8. All equipment obtained under this Agreement shall have an ASUA identification decal affixed to it, and, when practical, shall be affixed where it is readily visible.
 9. A physical inventory of the Equipment shall be taken and the results reconciled with the Equipment records at least once every two years. Inventory shall also be taken prior to any UASI, State or Federal monitor visits.
 10. SUB-RECIPIENT shall exercise due care to preserve and safeguard equipment acquired with grant funds from damage or destruction and shall provide regular maintenance and such repairs for said equipment as necessary, in order to keep said equipment continually in good working order. Such maintenance and servicing shall be the sole responsibility of SUB-RECIPIENT, who shall assume full responsibility for maintenance and repair of the equipment throughout the life of said equipment.
- D. Any training paid pursuant to this Agreement shall conform to the guidelines as listed in FY 2015 Homeland Security Grant Program, as set forth above. All training expenses must be pre-authorized by Cal-OES at <http://www.firstrespondertraining.gov/admin>. A catalogue of Grantor approved and sponsored training courses is available at http://www.firstrespondertraining.gov/odp_webforms.
- E. Any exercise paid pursuant to this Agreement shall conform to the guidelines as listed in FY 2015 Homeland Security Grant Program, as set forth above. Detailed Homeland Security Exercise and Evaluation Program Guidance is available at <http://hseep.dhs.gov>.
- F. Any planning paid pursuant to this Agreement shall conform to the guidelines as listed in FY 2015 Homeland Security Grant Program, as set forth above.
- G. Any organizational activities paid pursuant to this Agreement shall conform to the guidelines as listed in FY 2015 Homeland Security Grant Program, as set forth above.

III PAYMENT

§301. Payment of Grant Funds and Method of Payment

- A. CITY may, a) transfer to SUB-RECIPIENT, equipment or services purchased with grant funds; or, b) reimburse SUB-RECIPIENT for the purchase of authorized equipment, exercises, services or training upon receiving prior written approval from CITY or its designee and in accordance with grant guidelines and in full compliance with all of the SUB-RECIPIENT'S purchasing and bidding procedures. SUB-RECIPIENT shall specify the equipment, exercises, services or training to be purchased using the Application for Project Funding. A paper copy of this document will be provided to SUB-RECIPIENT by CITY. In addition, a compact disc with a copy of the document will be provided to SUB-RECIPIENT by CITY. If additional copies of the document are needed, SUB-RECIPIENT may contact the Santa Ana Grant Coordinator and it will be provided. Funds may be used for planning, exercises, organizational and training activities, and the purchase of equipment as described in Section 202 above.

- B. SUB-RECIPIENT shall provide quarterly invoices to the CITY requesting payment and all supporting documentation. Each reimbursement request shall be accompanied by the Reimbursement Request for Grant Expenditures detailing the expenditures made by SUB-RECIPIENT as authorized by Section 202 above. Each reimbursement request shall be submitted to the Santa Ana UASI Grant Office. For equipment for which SUB-RECIPIENT is requesting reimbursement, all appropriate back-up documentation must be attached to the reimbursement form, including invoices, proof of payment, packing slips, and Equipment Reimbursement Worksheet. For training reimbursements, SUB-RECIPIENT must include a copy of any certificates issued or a copy of the class roster verifying training attendees, proof that a CalOES tracking number has been assigned to the course, timesheets and payroll registers for all training attendees, receipts for travel expenses related to the training, and Training Reimbursement Worksheet. For regional project reimbursements, SUB-RECIPIENT must include approval from the lead agency for all submitted invoices.

- C. Payment of final invoice shall be withheld by the CITY until the SUB-RECIPIENT has turned in all supporting documentation and completed the requirements of this Agreement.

- D. It is understood that the CITY makes no commitment to fund this Agreement beyond the terms set forth herein.

- E. Funding for all periods of this Agreement is subject to the continuing availability to the CITY of federal funds for this program. The Agreement may be terminated immediately upon written notice to SUB-RECIPIENT of a loss or reduction of federal grant funds.

IV
STANDARD PROVISIONS

§401. Construction of Provisions and Titles Herein

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

§402. Applicable Law, Interpretation and Enforcement

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

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

§403. Integrated Agreement

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

§404. Excusable Delays

In the event that performance on the part of any party hereto shall be delayed or suspended as a result of circumstances beyond the reasonable control and without the fault and negligence of said party, none of the parties shall incur any liability to the other parties as a result of such delay or suspension. Circumstances deemed to be beyond the control of the parties hereunder shall include, but not be limited to, acts of God or of the public enemy; insurrection; acts of the Federal Government or any unit of State or Local Government in either sovereign or contractual capacity; fires; floods; epidemics; quarantine

restrictions; strikes, freight embargoes or delays in transportation; to the extent that they are not caused by the party's willful or negligent acts or omissions and to the extent that they are beyond the party's reasonable control.

§405. Breach

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

§406. Prohibition Against Assignment or Delegation

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

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

§407. Permits

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

§408. Nondiscrimination and Affirmative Action

SUB-RECIPIENT shall comply with the applicable nondiscrimination and affirmative action provisions of the laws of the United States of America, the State of California, and the CITY. In performing this Agreement, SUB-RECIPIENT shall not discriminate in its employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, gender, gender identity, gender expression, sexual orientation, age, physical handicap, mental disability, marital status, domestic partner status, pregnancy, denial of medical and family care leave, pregnancy disability leave, or medical condition. SUB-RECIPIENT shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

SUB-RECIPIENT shall comply with California Public Contract Code §10295.3, which addresses discrimination based on domestic partnerships. If required, SUB-RECIPIENT shall submit an Equal Employment Opportunity

Plan ("EEOP") to the DOJ Office of Civil Rights ("OCR") in accordance with guidelines listed at <http://www.ojp.usdoj.gov/ocr/eeop.htm>,

Any subcontract entered into by the SUB-RECIPIENT relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this § 408.

§409. Bonds

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

§410. Indemnification

Each of the parties to this Agreement is a public entity. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities, solely by reason of such entities being parties to an Agreement as defined by Section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in Section 895.4 and 895.6 of said Code, will each assume the full liability imposed upon it or upon any of its officers, agents, or employees by law, for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement, to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each party indemnifies and holds harmless the other party solely by virtue of said Section 895.2. The provision of Section 2778 of the California Civil Code is made a part hereto as if fully set forth herein. SUB-RECIPIENT certifies that it has adequate self-insured retention of funds to meet any obligation arising from this Agreement.

§411. Conflict of Interest

A. SUB-RECIPIENT covenants that none of its directors, officers, employees, or agents shall participate in selecting, or administering any subcontract supported (in whole or in part) by Federal funds where such person is a director, officer, employee or agent of the subcontractor; or where the selection of subcontractors is or has the appearance of being motivated by a desire for personal gain for themselves or others such as family business, etc.; or where such person knows or should have known that:

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

person would have a "financial or other interest" in the subcontract.

B. Definitions:

1. The term "immediate family" includes but is not limited to domestic partner and/or those persons related by blood or marriage, such as husband, wife, father, mother, brother, sister, son, daughter, father in law, mother in law, brother in law, sister in law, son in law, daughter in law.
 2. The term "financial or other interest" includes but is not limited to:
 - a. Any direct or indirect financial interest in the specific contract, including a commission or fee, a share of the proceeds, prospect of a promotion or of future employment, a profit, or any other form of financial reward.
 - b. Any of the following interests in the subcontractor ownership: partnership interest or other beneficial interest of five percent or more; ownership of five percent or more of the stock; employment in a managerial capacity; or membership on the board of directors or governing body.
- C. The SUB-RECIPIENT further covenants that no officer, director, employee, or agent shall solicit or accept gratuities, favors, anything of monetary value from any actual or potential subcontractor, supplier, a party to a sub agreement, (or persons who are otherwise in a position to benefit from the actions of any officer, employee, or agent).
- D. The SUB-RECIPIENT shall not subcontract with a former director, officer, or employee within a one year period following the termination of the relationship between said person and the Contractor.
- E. Prior to obtaining the CITY'S approval of any subcontract, the SUB-RECIPIENT shall disclose to the CITY any relationship, financial or otherwise, direct or indirect, of the SUB-RECIPIENT or any of its officers, directors or employees or their immediate family with the proposed subcontractor and its officers, directors or employees.
- F. For further clarification of the meaning of any of the terms used herein, the parties agree that references shall be made to the guidelines, rules, and laws of the SUB-RECIPIENT, State of California, and Federal regulations regarding conflict of interest.
- G. The SUB-RECIPIENT warrants that it has not paid or given and will not pay or give to any third person any money or other consideration for obtaining this Agreement.
- H. The SUB-RECIPIENT covenants that no member, officer or employee of SUB-RECIPIENT shall have interest, direct or indirect, in any contract or

subcontract or the proceeds thereof for work to be performed in connection with this project during his/her tenure as such employee, member or officer or for one year thereafter.

- I. The SUB-RECIPIENT shall incorporate the foregoing subsections of this Section into every agreement that it enters into in connection with this project and shall substitute the term "subcontractor" for the term "SUB-RECIPIENT" and "sub subcontractor" for "Subcontractor".

§412. Restriction on Disclosures

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

§413. Statutes and Regulations Applicable To All Grant Contracts

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

1. Office of Management and Budget (OMB)

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

2. Single Audit Act

If Federal funds are used in the performance of this Agreement, SUB-RECIPIENT shall adhere to the rules and regulations of the Single Audit Act, 31 USC Sec. 7501 et seq.; Title 2 Code of Federal Regulations, Part 200, Subpart F Audit Requirements; and any administrative regulation or field memos implementing the Act. When reporting under on the FY15 UASI Grant Program under the Single Audit Act, SUB-RECIPIENT shall use Catalog of Federal Domestic Assistance (CFDA) Program Number 97.067 "Homeland Security Grant Program"; Grant Identification Number 2015-00078; and identify the CITY OF SANTA ANA as the Pass-Through.

3. Americans with Disabilities Act

SUB-RECIPIENT hereby certifies that it will comply with the Americans with Disabilities Act, 42 USC §§ 12101, et seq., and its implementing regulations. SUB-RECIPIENT will provide reasonable

accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Americans with Disabilities Act. SUB-RECIPIENT will not discriminate against persons with disabilities or against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by the SUB-RECIPIENT, relating to this Agreement, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

4. Political and Sectarian Activity Prohibited

None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office. Neither shall any funds provided under this Agreement be used for any purpose designed to support or defeat any pending legislation or administrative regulation. None of the funds provided pursuant to this Agreement shall be used for any sectarian purpose or to support or benefit any sectarian activity.

If this Agreement provides for more than \$100,000 in grant funds or more than \$150,000 in loan funds, SUB-RECIPIENT shall submit to the CITY a Certification Regarding Lobbying and a Disclosure Form, if required, in accordance with 31 USC §1352. A copy of the Certificate is attached hereto as Exhibit B. No funds will be released to SUB-RECIPIENT until the Certification is filed.

SUB-RECIPIENT shall file a Disclosure Form at the end of each calendar quarter in which there occurs any event requiring disclosure or which materially affects the accuracy of any of the information contained in any Disclosure Form previously filed by SUB-RECIPIENT. SUB-RECIPIENT shall require that the language of this Certification be included in the award documents for all sub-awards at all tiers and that all subcontractors shall certify and disclose accordingly.

5. Records Inspection

In accordance with 2 CFR §200.336, at any time during normal business hours and as often as the CITY, the U.S. Comptroller General, and/or the Auditor General of the State of California may deem necessary, SUB-RECIPIENT shall make available for examination all of its records with respect to all matters covered by this Agreement. The CITY, the U.S. Comptroller General and/or the Auditor General of the State of California shall have the authority to audit, examine and make excerpts or transcripts from records, including SUB-RECIPIENT'S invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

SUB-RECIPIENT agrees to provide any reports requested by the CITY regarding performance of the Agreement.

6. Records Maintenance

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

7. Subcontracts and Procurement

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

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

8. Labor

SUB-RECIPIENT shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements, and the Hatch Act (5 USC §§1501-1508 and 7324-7328).

SUB-RECIPIENT shall comply with the Federal Fair Labor Standards Act (29 USC §201) regarding wages and hours of employment. None of the funds shall be used to promote or deter Union/labor organizing

activities. CA Gov't Code Sec. 16645, et seq.

9. Civil Rights

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

10. Environmental

SUB-RECIPIENT shall comply, or has already complied, with the requirements of Titles II and III of the Uniform relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

SUB-RECIPIENT shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO

11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451, et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401, et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93205); and (i) Flood Disaster Protection Act of 1973 §102(a) (P.L. 93-234).

SUB-RECIPIENT shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271, et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

SUB-RECIPIENT shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801, et seq.) which prohibits the use of lead- based paint in construction or rehabilitation of residence structures.

SUB-RECIPIENT shall comply with the Federal Water Pollution Control Act (33 U.S.C. 1251-1387) which restores and maintains the chemical, physical and biological integrity of the Nation's waters.

SUB-RECIPIENT shall comply with the Federal Clean Water Act (CWA) (33 U.S.C §1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters.

SUB-RECIPIENT shall ensure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of this project are not listed in the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal Grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

By signing this Agreement, SUB-RECIPIENT ensures that it is in compliance with the California Environmental Quality Act (CEQA), Public Resources Code §21000, et seq. and is not impacting the environment negatively.

SUB-RECIPIENT shall comply with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).

11. Preservation

SUB-RECIPIENT shall comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1, et seq.).

12. Suspension and Debarment

SUB-RECIPIENT shall comply with Federal Register, Volume 68, Number 228, regarding Suspension and Debarment, and SUB-RECIPIENT shall submit a Certification Regarding Debarment required by Executive Order 12549 and any amendment thereto. Said Certification shall be submitted to the CITY concurrent with the execution of this Agreement and shall certify that neither SUB-RECIPIENT nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department head or agency. SUB-RECIPIENT shall require that the language of this Certification be included in the award documents for all sub-award at all tiers and that all subcontractors shall certify accordingly.

As required by Executive Orders (EO) 12549 and 12689, and 2 CFR §200.212 and codified in 2 CFR Part 180, Debarment and Suspension, SUB-RECIPIENT will provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government.

13. Drug-Free Workplace

SUB-RECIPIENT shall comply with the federal Drug-Free Workplace Act of 1988, 41 USC §701, 44 CFR Part 67; the California Drug-Free Workplace Act of 1990, CA Gov't Code §§ 8350-8357.

14. Financial Management

SUB-RECIPIENT will comply with 31 U.S.C §3729 which sets forth that no subgrantee, recipient or subrecipient shall submit a false claim for payment, reimbursement or advance.

15. Reporting – Accountability

SUB-RECIPIENT agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (2 CFR Chapter 1, Part 170), specifically (a) the reporting of subawards obligating \$25,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements on executive compensation, and also requirements implementing the Act for the non-Federal entity at 2 CFR part 25 Financial Assistance Use of

Universal Identifier and Central Contractor Registration and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

SUB-RECIPIENT must also comply with statutory requirements for whistleblower protections at 10 U.S.C. §2409, 41 U.S.C. §4712, and 10 U.S.C. §2324, 41 U.S.C. §4304 and §4310 and 31 U.S.C. §6101 et seq.

16. Human Trafficking

SUB-RECIPIENT will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. §7104) which prohibits grant award recipients or a subrecipient from (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect (2) Procuring a commercial sex act during the period of time that the award is in effect or (3) Using forced labor in the performance of the award or subawards under the award.

17. Freedom of Information Act

SUB-RECIPIENT acknowledges that all information submitted in the course of applying for funding under this program or provided in the course of an entity's grant management activities which is under Federal control is subject to the Freedom of Information Act (FOIA), 5 U.S.C. §552. SUB-RECIPIENT should also consult State and local laws and regulations regarding the release of information, which should be considered when reporting sensitive matters in the grant application, needs assessment and strategic planning process.

B. Statutes and Regulations Applicable To This Particular Grant

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

1. Title 2 Code of Federal Regulations (CFR) Part 200; EO 12372; Department of Justice (DOJ) Office of Judicial Programs (OJP) Office of the Comptroller, U.S. Department of Homeland Security, Preparedness Directorate Financial Management Guide; U.S. Department of Homeland Security, Office of Grants and Training, FY 2015 Homeland Security Grant Program –Notice of Funding Opportunity; ODP WMD Training Course Catalogue; and DOJ Office

for Civil Rights.

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

Provisions of 44 CFR applicable to grants and cooperative agreements, including Part 18, Administrative Review Procedures; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 35, Nondiscrimination on the Basis of Disability in State and Local Government Services; Part 38, Equal Treatment of Faith-based Organizations; Part 42, Nondiscrimination/Equal employment Opportunities Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; Part 64, Floodplain Management and Wetland Protection Procedures; Federal laws or regulations applicable to federal Assistance Programs; Part 69, New Restrictions on Lobbying; Part 70, Uniform Administrative Requirements for Grants and Cooperative Agreements (including sub-awards) with Institutions of Higher Learning, Hospitals and other Non-Profit Organizations; and Part 83, Government- Wide Requirements for a Drug Free Workplace (grants).

2. Travel Expenses

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

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

3. Personally Identifiable Information

SUB-RECIPIENT collecting Personally Identifiable Information (PII) must have a publically-available policy that describes what PII they collect, how they plan to use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate

4. Hotel and Motel Fire Safety Act of 1990

SUB-RECIPIENT must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with Section 6 of the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225a.

5. Terrorist Financing E.O. 13224

SUB-RECIPIENT must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism.

6. USA Patriot Act of 2001

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

7. Noncompliance

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

C. Compliance With Grant Assurances

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

§414. Federal, State and Local Taxes

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

§415. Inventions, Patents and Copyrights

A. Reporting Procedure for Inventions

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

hereby agrees to be bound by the Policy, and will contractually require its personnel to be bound by the Policy.

B. Rights to Use Inventions

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

C. Copyright Policy

1. Unless otherwise provided by the terms of the Grantor or of this Agreement, when copyrightable material ("Material") is developed under this Agreement, the author or the CITY, at the CITY'S discretion, may copyright the Material. If the CITY declines to copyright the Material, the CITY shall have an unencumbered right, and a non-exclusive, irrevocable, royalty- free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement.
2. The Grantor shall have an unencumbered right, and a non-exclusive,

irrevocable, royalty-free license, to use, manufacture, improve upon, and allow others to do so for all government purposes, any Material developed under this Agreement or any Copyright purchased under this Agreement.

3. SUB-RECIPIENT shall comply with 24 CFR 85.34.

D. Rights to Data

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

E. Obligations Binding on Subcontractors

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

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

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

DEFAULTS, SUSPENSION, TERMINATION, AND AMENDMENTS§501. Defaults

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

§502. Amendments

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

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

VI
ENTIRE AGREEMENT

§601. Complete Agreement

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

§602. Number of Pages and Attachments

This Agreement is executed in two (2) duplicate originals, each of which is deemed to be an original. This Agreement includes twenty-five (26) pages and three (3) Exhibits which constitute the entire understanding and agreement of the parties.

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

ATTEST:

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

By: _____
Maria D. Huizar
Clerk of the Council

By: _____
David Cavazos
City Manager

RECOMMENDED FOR APPROVAL:

By: _____
Carlos Rojas
Chief of Police

SUB-RECIPIENT
CITY OF PLACENTIA

APPROVED AS TO FORM:

By: _____

By: _____
Laura Rossini
Senior Assistant City Attorney

Printed Name _____

Title _____

APPROVED AS TO FORM

By: _____

Printed Name _____

Title _____

EXHIBIT A
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS**

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

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

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

Authorized Agent Signature

Address: _____

Printed or Typed Name

Title

INSTRUCTIONS FOR CERTIFICATION

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

EXHIBIT B
CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans
and Cooperative Agreements

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

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

AGREEMENT NUMBER

CONTRACTOR/BORROWER/AGENCY

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

EXHIBIT C
California Governor's Office of Emergency Services
FY 2015 Grant Assurances
(For All Cal OES Federal Grant Programs)

Name of Applicant: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Telephone Number: _____ Fax Number: _____
E-Mail Address: _____

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

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

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

Federal Regulations

Government cost principles, uniform administrative requirements and audit requirements for federal grant programs are housed in Title 2, Part 200 of the Code of Federal Regulations (CFR) and in updates issued by the Office of Management and Budget (OMB) on <http://www.whitehouse.gov/omb/>.

Significant state and federal grant award requirements (some of which appear in the documents listed above) are called out below. The Applicant hereby agrees to comply with the following:

1. Proof of Authority

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

- (a) To provide all matching funds required for said project and that any cash match will be appropriated as required.
- (b) That any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board or authorized body.
- (c) That grant funds shall not be used to supplant expenditures controlled by the city council, governing board or authorized body.
- (d) That the official executing this agreement is, in fact, authorized to do so.

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

2. Period of Performance

The Applicant will initiate work after approval of the award and complete all work within the period of performance specified in the grant.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the U.S. Code (U.S.C.), for persons entering into a contract, grant, loan or cooperative agreement from an agency or requests or receives

from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

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

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

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

4. Debarment and Suspension

As required by Executive Orders (EO) 12549 and 12689, and 2 CFR §200.212 and codified in 2 CFR Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the Federal government. The Applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transaction (Federal, State, or local) terminated for cause or default.

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

5. Non-Discrimination and Equal Employment Opportunity

The Applicant will comply with all Federal statutes relating to non-discrimination. These include, but are not limited to, the following:

- (a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. §2000d et. seq.) which prohibits discrimination on the basis of race, color or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
- (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- (d) Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to ADA (42 U.S.C. 12101, et seq.);
- (e) Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age;
- (f) Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended (P.L. 96-181), relating to nondiscrimination on the basis of Treatment or recovery from drug abuse;
- (g) Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- (h) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing;
- (j) EO 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin;
- (k) EO 11375, which bans discrimination on the basis of sex in hiring and employment in both the United States federal workforce and on the part of government contractors;
- (l) California Public Contract Code §10295.3, which addresses discrimination based on domestic partnerships;
- (m) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- (n) The requirements of any other nondiscrimination statute(s) which may apply to the application.

In addition to the items listed in (a) through (n), the Applicant will comply with California's Fair Employment and Housing Act (FEHA). FEHA prohibits harassment and discrimination in employment because of race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave (California Government Code sections 12940, 12945, 12945.2) and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions.

6. Drug-Free Workplace

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

7. Environmental Standards

The Applicant will comply with State and Federal environmental standards which may be prescribed pursuant to the following, as applicable:

- (a) California Environmental Quality Act (CEQA) (California Public Resources Code §§21000-21177), to include coordination with the city or county planning agency;
- (b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§15000-15387);
- (c) Federal Clean Water Act (CWA) (33 U.S.C. §1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters.
- (d) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Orders (EO) on the Environmental Justice Act (EO 12898) and Environmental Quality (EO 11514);
- (e) Notification of Environmental Protection Agency (EPA) violating facilities pursuant to EO 11738;
- (f) Protection of wetlands pursuant to EO 11990;
- (g) Evaluation of flood hazards in floodplains in accordance with EO 11988;
- (h) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §1451 et seq.);
- (i) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §7401 et seq.);
- (j) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523);
- (k) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205);
- (l) Wild and Scenic Rivers Act of 1968 (16 U.S.C. §1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

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

8. Audits

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

9. Access to Records

In accordance with 2 CFR §200.336, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients,

contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

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

11. Financial Management

False Claims for Payment

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

12. Reporting - Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (2 CFR Chapter 1, Part 170), specifically (a) the reporting of subawards obligating \$25,000 or more in federal funds and (b) executive compensation data for first-tier subawards. This includes the provisions of FFATA, which includes requirements on executive compensation, and also requirements implementing the Act for the non-Federal entity at 2 CFR part 25 Financial Assistance Use of Universal Identifier and Central Contractor Registration and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

The Applicant also must comply with statutory requirements for whistleblower protections at 10 U.S.C. §2409, 41 U.S.C. §4712, and 10 U.S.C. §2324, 41 U.S.C. §4304 and §4310 and 31 U.S.C. §6101 et seq.

13. Human Trafficking

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

14. Labor Standards

The Applicant will comply with the following federal labor standards:

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

15. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured against liability for Worker's Compensation before commencing performance of the work of this Agreement, as per California Labor Code §3700.

16. Property-Related

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

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

17. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

- (a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications.
- (c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

18. Freedom of Information Act

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

19. California Public Records Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program or provided in the course of an entity's grant management activities may be subject to the California Public Records Act (California Government Code §§6250-6276.48), which requires inspection and/or disclosure of governmental records to the public upon request, unless exempted by law.

HOMELAND SECURITY GRANT PROGRAM - PROGRAM SPECIFIC ASSURANCES / CERTIFICATIONS

20. Personally Identifiable Information

Subrecipients collecting Personally Identifiable Information (PII) must have a publically-available policy that describes what PII they collect, how they plan to use the PII, whether they share PII with third parties, and how individuals may have their PII corrected where appropriate.

21. Disposition of Equipment

When original or replacement equipment acquired under this award is no longer needed for the original project or program or for other activities currently or previously supported by the Department of Homeland Security/Federal Emergency Management Agency, subrecipients must request instructions from Cal OES on proper disposition of equipment.

22. Reporting Accusations and Findings of Discrimination

If, during the past three years, the subrecipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the subrecipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to Cal OES for reporting to the DHS awarding office and the DHS Office of Civil Rights and Civil Liberties.

If any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion or familial status against the subrecipient, or the subrecipient settles a case or matter alleging such discrimination, subrecipients must forward a copy of the complaint and findings to Cal OES for forwarding to the DHS Component and/or awarding office.

The United States has the right to seek judicial enforcement of these obligations.

23. Acknowledgement of Federal Funding from DHS and Use of DHS Seal, Logo and Flags

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

All subrecipients must obtain DHS's approval prior to using DHS seal(s), Logos, crests or reproductions of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

24. Copyright

All subrecipients must affix the applicable copyright notices of 17 U.S.C. §§401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards, unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

25. Energy Policy and Conservation Act

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

26. Hotel and Motel Fire Safety Act of 1990

All subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with Section 6 of the fire prevention

and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225a.

27. Terrorist Financing E.O. 13224

All subrecipients must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of subrecipients to ensure compliance with the E.O. and laws.

28. USA Patriot Act of 2001

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

IMPORTANT

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

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

All of the language contained within this document must be included in the award documents for all subawards at all tiers, including contracts under grants and cooperative agreements and subcontracts.

The undersigned represents that he/she is authorized by the above named applicant to enter into this agreement for and on behalf of the said applicant.

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: INTERIM CITY ADMINISTRATOR

FROM: SENIOR MANAGEMENT ANALYST

DATE: DECEMBER 15, 2015

SUBJECT: **REVISED EFFECTIVE DATE TO AN AMENDMENT OF THE WASTE DISPOSAL AGREEMENT (WDA) BETWEEN THE COUNTY OF ORANGE AND THE CITY OF PLACENTIA**

FISCAL
IMPACT: EXPENSE: \$0
OFFSETTING REVENUE: \$0

SUMMARY:

On May 5, 2015, the City Council approved an Amendment to the 2009 Waste Disposal Agreement (WDA) to provide for continuation of importation of waste at the County landfills, City allocation of future importation revenues, and extension of terms of the WDA through June 30, 2025. A revision to the effective date to the WDA Amendment is requested to allow additional time for the County to secure all City approvals. This WDA Amendment will maintain stable disposal rates and continuity of service for residents and businesses while ensuring continued partnership between all 34 cities and the County.

RECOMMENDATION:

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

1. Adopt Resolution No. R-2015-xx, A Resolution of the City Council of the City of Placentia, California, Approving an Amendment to the 2009 Waste Disposal Agreement with the County of Orange.

DISCUSSION:

The disposal of solid waste at Orange County landfills is governed by a 2009 Waste Disposal Agreement in which cities in the County have agreed to deposit their solid waste at the County's three landfill facilities in return for low, stable disposal rates. The term of the current WDA began on July 1, 2010 and runs through June 30, 2020 with importation of waste from outside the County at County landfills set to expire on June 30, 2016.

An Amendment to the Waste Disposal Agreement (WDA Amendment) was negotiated by a committee of City Managers representing Orange County cities and the County to address the

1.g.
December 15, 2015

reduction in revenues and to ensure rate stabilization for local residents and businesses. Implementation of the WDA Amendment requires approval by all 34 cities.

In May 2015, the City Council approved the WDA Amendment with the County to provide for continuation of waste importation at the County's three landfills and to extend the terms of the WDA through June 30, 2025. The WDA Amendment established an effective date of September 30, 2015. Unfortunately, by the original expiration date of September 30th, not all cities were able to approve the WDA Amendment. The outstanding issues have now been resolved and the County is requesting that all cities approve an updated amendment. This updated amendment requires approval by all 34 cities.

The revision to the WDA Amendment updates the Effective Date from September 30, 2015 to December 31, 2015. All other terms and conditions that were negotiated in the April 2015 WDA Amendment remain in full force and effect.

It is recommended that the City Council adopt the Resolution to approve the revised effective date to December 31, 2015. The County Board of Supervisors approved this effective date modification at their September 22, 2015 meeting.

Prepared by:

Reviewed and approved:



Eddie De La Torre
Senior Management Analyst



Stephen D. Pischel
Director of Administrative Services

Reviewed and approved:



Damien R. Arrula,
Interim City Administrator

Attachments:

1. Resolution
2. Amendment to the WDA

RESOLUTION NO. R-2015-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, APPROVING AN AMENDMENT TO THE 2009 WASTE DISPOSAL AGREEMENT WITH THE COUNTY OF ORANGE

A. Recitals.

(i). The City of Placentia has an existing Waste Disposal Agreement ("WDA") with the County of Orange ("County") which requires the City to dispose of all specified solid waste generated within the City at County landfills and for the County to accept all such waste at a price agreed upon by the City and County.

(ii). The WDA became effective on or about July 23, 2009, and by its term is set to expire on June 30, 2020.

(iii). The WDA provides that the County will not accept waste imported from outside the County at County landfills after June 30, 2016.

(iv). An Amendment to the Waste Disposal Agreement ("Amendment") has been negotiated among the County and various cities throughout Orange County to provide for continuation of importation of waste from outside the County at County landfills in exchange for allocation to the cities of a portion of future importation revenues and to extend the terms of this activity within the Waste Disposal Agreement to June 30, 2025.

(v). The City Council desires to ensure that solid waste generated within the City can be disposed of in an environmentally safe manner and at a reasonable cost for the near future.

(vi). The proposed Amendment furthers these goals by, among other things, ensuring that solid waste generated within the City can be disposed of at County landfills through June 30, 2025; that the landfills will be operated in an environmentally safe and reliable manner; and that the cost of disposing of solid waste at County landfills will be reasonable.

(vii) On May 5, 2015 by Resolution No. 13, the City of Placentia approved the Amendment in which the effective date to be no later than September 30, 2015.

(viii) The County has requested a revision to the effective date of the Amendment from September 30, 2015 to December 31, 2015 ("Revised Effective Date").

B. Resolution.

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

1. In all respects as set forth in the Recitals, Part A., of this Resolution.

2. The City Council hereby finds and determines that the Revised Effective Date to the Amendment to the Waste Disposal Agreement between the County of Orange and the City of Orange ("Amendment") furthers the public health, safety and welfare.

3. The City Council hereby finds and determines that the Revised Effective Date shall be amended into the terms and provisions of the Amendment, in the form as submitted by the Interim City Administrator, hereby are approved and the Mayor is authorized to execute, and the City Clerk to attest, the Amendment on behalf of the City.

4. The officers and employees of the City are authorized and directed, jointly and severally, to do any and all things necessary or advisable in order to effectuate the purposes of this Resolution and to administer the City's obligations, responsibilities and duties to be performed.

PASSED AND ADOPTED THIS 15th DAY OF DECEMBER 2015.

JEREMY B. YAMAGUCHI, MAYOR

ATTEST:

PATRICK J. MELIA,
CITY CLERK

AMENDMENT TO WASTE DISPOSAL AGREEMENT

Between

THE COUNTY OF ORANGE, CALIFORNIA

and the

CITY OF _____

_____, 2015

County Amendment Authorization Date:

_____, 2015

County Notice Address:

Director
OC Waste and Recycling
300 N. Flower, Suite 400
Santa Ana, CA 92703

City Amendment Authorization Date:

_____, 2015

City Notice Address

City of _____

AMENDMENT TO WASTE DISPOSAL AGREEMENT

THIS AMENDMENT TO WASTE DISPOSAL AGREEMENT (the "Amendment") is made and dated as of the date indicated on the cover page hereof between the County of Orange, a political subdivision of the State of California (the "County"), and the City designated on the cover page of this Amendment, a general law or charter city and political subdivision of the State of California (the "City").

RECITALS

The County owns, manages and operates a sanitary landfill system for the disposal of municipal solid waste generated by the cities and the unincorporated area within the County (the "Disposal System"). The Disposal System includes three active landfills and four regional household hazardous waste collection centers.

The Disposal System is used for the disposal of municipal solid waste which is not reused, recycled or otherwise diverted from landfill disposal, pursuant to the California Integrated Waste Management Act of 1989 (Division 30 of the California Public Resources Code) (the "Act").

The County has entered into waste disposal agreements in 2009 (the "Original Waste Disposal Agreements") with all of the cities in the County, including the City, as well as certain sanitary districts located in the County (the "Participating Cities"), pursuant to which the County agreed to provide disposal capacity for waste generated in or under the control of the Participating Cities, and the Participating Cities agreed to deliver or cause the delivery of waste generated in or under the control of the Participating Cities to the Disposal System, as more specifically set forth in, and subject to the terms and conditions of, the Original Waste Disposal Agreements.

The City has determined that the execution of this Amendment by the City is in the best interest of the City and will serve the public health, safety and welfare by providing greater disposal rate stability, more predictable and reliable long-term disposal service, and sound environmental management.

The County has determined that the execution by the County of this Amendment will serve the public health, safety and welfare by providing a more stable, predictable and reliable supply of municipal solid waste and the resulting service payment revenue to the Disposal System, thereby enabling the County to plan, manage, operate and finance improvements to the Disposal System on a more prudent and sound long term, businesslike basis consistent with its obligations to the State and the holders of obligations secured by its Disposal System.

Official action approving this Amendment and determining it to be in the public interest and authorizing its execution and delivery was duly taken by the County on the County authorization date indicated on the cover page hereof.

Official action approving this Amendment and determining it to be in the public interest and authorizing its execution and delivery was duly taken by the City on the City authorization date indicated on the cover page hereof.

It is, therefore, agreed as follows:

Section 1. Amendment to Original Waste Disposal Agreement.

(a) Sections 3.6(C) and 3.6(E) of the Original Waste Disposal Agreement are deleted and replaced in their entirety, as set forth below:

“(C) Receipt of Imported Acceptable Waste on a Contract Basis. Throughout the Term hereof, the County shall have the right to enter into a contract or other agreement with any municipal or private non-County entity for the delivery of Imported Acceptable Waste on terms and conditions that the County determines to be necessary to ensure and enhance the viability of the Disposal System for the benefit of the County and the Participating Cities and to generate Net Import Revenues. The County certifies that in its good faith judgment the contract or other agreement for the delivery of such waste will not materially and adversely affect the ability of the County to receive and dispose of Acceptable Waste from the Participating Cities in accordance with the applicable Disposal Agreements throughout the Term thereof. “

“(E) Application and Use of Revenues From Other Users. (1) Throughout the term hereof, all revenues received by the County from the disposal of County Acceptable Waste by the Disposal System, and all revenues received by the County from the disposal of Imported Acceptable Waste by the Disposal System (including amounts received by the County as a result of the failure of contract counterparties to deliver minimum required amounts of Imported Acceptable Waste) , shall be deposited by the County in the County OC Waste & Recycling Enterprise Fund and shall constitute revenues of the Disposal System. Pursuant to the County’s Plan of Adjustment, the County is entitled to receive net revenues (after payment of all costs attributable to the acceptance of such Imported Acceptable Waste at the Disposal System) (“Net Import Revenues”) from the disposal of Imported Acceptable Waste by the Disposal System. Costs attributable to the disposal of Imported Acceptable Waste include deposits to the Environmental Fund, deposits to closure and postclosure reserves, City host fees (if applicable), operating costs (such as manpower expenditures, equipment, services and supplies expenditures), state surcharges, and a pro rata share of capital project costs. Net Import Revenues shall be used for the payment of bankruptcy related obligations until payment in full of such bankruptcy related obligations required to be paid from such Net Import Revenues pursuant to the Plan of Adjustment. It is estimated that payment in full of such bankruptcy related obligations required to be paid from such Net Import Revenues pursuant to the Plan of Adjustment will occur by the end of Fiscal Year 2017-18.

(2) Until the County’s obligation to apply Net Import Revenues for the payment of bankruptcy related obligations in accordance with the Plan of Adjustment has been satisfied in full, Net Import Revenues shall be calculated as provided in Section (3.6)(E)(1). For any period after the County’s obligation to apply Net Import Revenues for the payment of bankruptcy related obligations in accordance with the Plan of Adjustment has been satisfied in full, Net Import Revenues shall be calculated as follows:

(i) in Fiscal Year 2017-18, Net Import Revenues for each ton of Imported Acceptable Waste received shall be equal to the revenues received for the disposal of such ton of Imported Acceptable Waste (excluding any newly established per-ton fees or increases to existing per-ton fees with respect to Imported Acceptable Waste payable to the State, other regulatory agencies or cities in which facilities in the Disposal System are located) in excess of \$17.57 per ton;

(ii) in Fiscal Year 2018-19, Net Import Revenues for each ton of Imported Acceptable Waste received shall be equal to the revenues received for the disposal of such ton of Imported

Acceptable Waste (excluding any newly established per-ton fees or increases to existing per-ton fees with respect to Imported Acceptable Waste payable to the State, other regulatory agencies or cities in which facilities in the Disposal System are located) in excess of \$18.01 per ton;

(iii) in Fiscal Year 2019-20, Net Import Revenues for each ton of Imported Acceptable Waste received shall be equal to the revenues received for the disposal of such ton of Imported Acceptable Waste (excluding any newly established per-ton fees or increases to existing per-ton fees with respect to Imported Acceptable Waste payable to the State, other regulatory agencies or cities in which facilities in the Disposal System are located) in excess in excess of \$18.46 per ton; and

(iv) thereafter, Net Import Revenues shall be equal to 30% of the revenues received by the County from the disposal of Imported Acceptable Waste (excluding any newly established per-ton fees or increases to existing per-ton fees with respect to Imported Acceptable Waste payable to the State, other regulatory agencies or cities in which facilities in the Disposal System are located).

(3) After the County's obligation to apply Net Import Revenues for the payment of bankruptcy related obligations in accordance with the Plan of Adjustment has been satisfied in full (i) 50% of any Net Import Revenues (as calculated pursuant to Section 3.6(E)(2)) shall be paid to the County General Fund; and (ii) 50% of such Net Import Revenues shall be paid to the Participating Cities (and to the County, with respect to the unincorporated area) listed in Appendix 5 for use for any purpose by the Participating City, including but not limited to state mandated solid waste programs. Payments of such amounts to the County General Fund and the Participating Cities shall be made by the County within 90 days after the end of each fiscal year. The portion of Net Import Revenues specified above payable to the Participating Cities shall be apportioned in the percentages set forth in Appendix 5.

(4) The percentages set forth in Appendix 5 with respect to each Participating City will be adjusted at the end of Fiscal Year 2019-20 to reflect the percentage of actual deliveries of Acceptable Waste from each Participating City as compared to the total amount of actual deliveries from all of the Participating Cities during Fiscal Years 2017-18, 2018-19, and 2019-20. The County shall notify each Participating City of the revised percentages in Appendix 5 within 120 days after the end of Fiscal Year 2019-20. The revised percentages will be used for the allocation of Net Import Revenues generated during Fiscal Year 2020-21 and thereafter.

(b) Section 4.2(A)(z) is added to the Original Waste Disposal Agreement (immediately following Section 4.2(A)(y)) as follows:

“(z) decrease the amount of Net Import Revenues otherwise payable to the County General Fund and the Participating Cities pursuant to Section 3.6(E)(2) and Section 3.6(E)(3) and use the amount of such decrease to pay costs of the Disposal System.”

(c) Section 6.1(A) and Section 6.1(B) of the Original Waste Disposal Agreement are deleted and replaced in their entirety with the following:

“SECTION 6.1 EFFECTIVE DATE AND TERM.

(A) Initial Term. This Agreement shall continue in full force and effect until June 30, 2025, unless earlier terminated in accordance with its terms, in which event the Term shall be deemed to have expired as of the date of such termination.

(B) Option to Renew. This Agreement shall be subject to renewal by mutual agreement of the parties, on or before June 30, 2023, for an additional term of ten years (the “Renewal Term”) on the same terms and conditions as are applicable during the Initial Term hereof. The City shall give the County written notice of its irrevocable election to renew this Agreement on or before June 30, 2022. If the parties do not renew this Agreement by June 30, 2023, the Agreement shall expire on June 30, 2025.”

(d) The first sentence of Section 6.1(C) of the Original Waste Disposal Agreement is deleted in its entirety and replaced with the following:

“In connection with the parties’ right to renew this Agreement for an additional ten-year term pursuant to Section 6.1(B), the parties shall, on or before June 30, 2023, negotiate an applicable change in the Contract Rate for such renewal term.”

(e) Appendix 2 of the Original Waste Disposal Agreement is deleted in its entirety and replaced with the form attached hereto.

(f) Appendix 5 shall be added to the Original Waste Disposal Agreement as a new appendix, in the form attached hereto.

(g) All other terms and conditions of the Original Waste Disposal Agreement shall remain in full force and effect.

Section 2. Initial Payment. As consideration for the execution of this Amendment by all of the Participating Cities, and subject to the occurrence of the Amendment Effective Date pursuant to Section 3, the County agrees to pay, from the County OC Waste & Recycling Enterprise Fund, the Amendment Payment to the Participating Cities listed in Appendix 5. The aggregate Amendment Payment shall be \$5,400,000, and shall be distributed to the individual Participating Cities (including the City) in the percentages set forth in Appendix 5 by September 30, 2016.

Section 3. Effectiveness of Amendment. The provisions of this Amendment shall not become effective unless and until the Amendment has been executed by the County and all of the Participating Cities. The date on which the County and all of the Participating Cities have executed the Amendment shall be the “Amendment Effective Date.” The County shall give written notice of the Amendment Effective Date to the City. In the event that the Amendment Effective Date does not occur by December 31, 2015, this Amendment shall be automatically terminated and the County shall have no obligation to make the Amendment Payment.

Section 4. REPRESENTATIONS AND WARRANTIES OF THE PARTIES. Each of the parties to this Amendment represent and warrant that it is a political subdivision of the State of California validly existing under the Constitution and laws of the State and (ii) it has duly authorized the execution and delivery of this Amendment, and has duly executed and delivered the Amendment.

All other terms and conditions of the 2009 Original Waste Disposal Agreement not specifically changed by this Amendment, shall remain in full force and effect.

IN WITNESS WHEREOF, COUNTY and CITY have caused this Amendment to be executed by their duly authorized officers or representatives as of the day and year first above written.

COUNTY OF ORANGE

Date _____

By _____
Director, OC Waste & Recycling

Date _____

By _____
[NAME]
City Representative
City of [CITY]

Date _____

By _____
[NAME]
City Representative
City of [CITY]

APPROVED AS TO FORM:
COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By _____
James Steinmann, Deputy

APPENDIX 2

**County Acceptable Waste Tonnage Target to be Used
for Purposes of Section 4.2(b)**

<u>Fiscal Year</u>	<u>Tonnage</u>	<u>Cumulative</u>
FY 2015-16	2,724,250	2,724,250
FY 2016-17	2,681,153	5,405,403
FY 2017-18	2,638,746	8,044,149
FY 2018-19	2,597,017	10,641,166
FY 2019-20	2,558,522	13,199,688
FY 2020-21	2,520,605	15,720,293
FY 2021-22	2,483,256	18,203,549
FY 2022-23	2,483,256	20,686,805
FY 2023-24	2,483,256	23,170,061
FY 2024-25	2,483,256	25,653,317

APPENDIX 5

PARTICIPATING CITY ALLOCATION PURSUANT TO SECTION 3.6

<u>City</u>	<u>Allocation Percentage for Purposes of Section 3.6</u>	<u>Allocation of Initial Payment</u>
Anaheim	13.18%	\$711,509
Aliso Viejo	0.67	36,416
Buena Park	2.34	126,275
Brea	2.28	123,085
Costa Mesa	2.18	117,936
Costa Mesa Sanitary District	1.48	79,976
Cypress	2.56	138,115
Dana Point	0.99	53,278
Fullerton	4.10	221,271
Fountain Valley	1.76	95,217
Garden Grove/ GG Sanitary District	7.17	387,197
Huntington Beach	6.13	330,807
Irvine	8.22	444,036
Laguna Beach	1.14	61,796
Laguna Hills	0.74	40,098
Laguna Niguel	1.36	73,341
Laguna Woods	0.41	22,274
La Habra	1.69	91,431
Lake Forest	2.45	132,214
La Palma	0.32	17,325
Los Alamitos	0.58	31,362
Mission Viejo	2.42	130,902
Newport Beach	3.68	198,946
Orange	4.90	264,468
Placentia	1.58	85,116
Rancho Santa Margarita	1.11	60,009
Santa Ana	10.60	572,184
San Clemente	1.40	75,728
San Juan Capistrano	1.23	66,420
Seal Beach	0.82	44,292
Stanton	1.62	87,287
Tustin	1.42	76,648
Villa Park	0.21	11,081
Midway City Sanitary District (Westminster)	2.13	114,893
Yorba Linda	1.78	96,344
County Unincorporated	3.35	180,723
Totals	100%	\$5,400,000



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: INTERIM CITY ADMINISTRATOR

FROM: DIRECTOR OF ADMINISTRATIVE SERVICES

DATE: DECEMBER 15, 2015

SUBJECT: **EXTENSION OF AGREEMENT WITH GOVERNMENT STAFFING SERVICES, INC., DBA MUNITEMPS**

FISCAL
IMPACT: EXPENSE: FY 2015-16 AMOUNT NOT-TO-EXCEED \$39,000

SUMMARY:

The City is currently in need of a Code Enforcement Supervisor/Manager and has contacted Government Staffing Services, Inc. dba MuniTemps (MuniTemps) for temporary City staffing until such time as a permanent Code Enforcement Supervisor can be hired by the City. In July 2015 the City had extended the agreement with MuniTemps for Fiscal Year 2015-16 by an additional \$9,520 for temporary City staffing of a Chief Deputy City Clerk. This action will increase the agreement amount with MuniTemps for Fiscal Year 2015-16 by an additional \$39,000 (\$31,000 for temporary Code Enforcement Supervisor and \$8,000 for the balance of the Interim Chief Deputy City Clerk staffing)

RECOMMENDATION:

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

1. Approve the Agreement Extension with Government Staffing Services, Inc., dba MuniTemps, for Fiscal Year 2015-16 for temporary City staffing services in an amount not-to-exceed \$39,000.

DISCUSSION:

In addition to closing out the balance due for the interim clerk services for Fiscal Year 2015-16, an amendment is needed to increase the agreement to a not-to-exceed amount of \$39,000 for Fiscal Year 2015-16. This agreement will provide temporary City staffing services during the Code Enforcement Supervisor recruitment process.

Prepared by:

Stephen D. Pischel
Director of Administrative Services

Reviewed and approved:

Linda G. Magnuson
Chief Financial Officer

Reviewed and approved:

Damien R. Arrula
Interim City Administrator

Attachment:

1. Municipal Staffing Agreement

1.h.
December 15, 2015



Municipal Staffing Agreement

GOVERNMENT STAFFING SERVICES, INC., dba **MuniTemp's**, with its Corporate Mailing Address at **MuniTemp's Corporate Lockbox, PO Box 718, Imperial Beach, CA 91933** ("STAFFING FIRM"), and the **CITY OF PLACENTIA**, with its principal municipal office located at **401 East Chapman Avenue, Placentia, CA 92870** ("CITY") agree to the terms and conditions set forth in this Municipal Staffing Agreement (the "Agreement").

STAFFING FIRM's Duties and Responsibilities

1. STAFFING FIRM will:
 - a. Recruit, screen, interview, and assign its employees ("Assigned Employees") to perform the type of work described on **Exhibit A** under CITY's supervision at the locations specified on **Exhibit A**;
 - b. Pay Assigned Employees' wages and provide them with the benefits that STAFFING FIRM offers to them;
 - c. Pay, withhold, and transmit payroll taxes; provide unemployment insurance and workers' compensation benefits; and handle unemployment and workers' compensation claims involving Assigned Employees;

CITY's Duties and Responsibilities

2. CITY will:
 - a. Properly supervise Assigned Employees performing its work and be responsible for its business operations, products, services, and intellectual property;
 - b. Properly supervise, control, and safeguard its premises, processes, or systems, and not permit STAFFING FIRM employees to operate any vehicle or mobile equipment (unless authorized under section 2.f. below), or entrust them with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without STAFFING FIRM's express prior written approval or as strictly required by the job description provided to STAFFING FIRM;
 - c. Provide Assigned Employees with a safe work site and provide appropriate safety information, training, and safety equipment with respect to any hazardous substances or conditions to which they may be exposed at the work site;
 - d. Not change Assigned Employees' job duties without STAFFING FIRM's express prior written approval; and
 - e. Exclude Assigned Employees from CITY's benefit plans, policies, and practices, and not make any offer or promise relating to Assigned Employees' compensation or benefits.

- f. CITY is authorized to direct STAFFING FIRM's employees to drive CITY vehicles and equipment if CITY assumes liability for STAFFING FIRM's employees under CITY's auto insurance policy and names STAFFING FIRM as "additionally insured".

Payment Terms, Bill Rates, and Fees

3. CITY will pay STAFFING FIRM for its performance at the rates set forth on [Exhibit A](#) and will also pay any additional costs or fees set forth in this Agreement. STAFFING FIRM will invoice CITY for services provided under this Agreement on a [Semi-Monthly](#) basis. Payment is due on receipt of invoice. Invoices will be supported by the pertinent time sheets or other agreed system for documenting time worked by the Assigned Employees. CITY's signature or other agreed method of approval of the work time submitted for Assigned Employees certifies that the documented hours are correct and authorizes STAFFING FIRM to bill CITY for those hours. If a portion of any invoice is disputed, CITY will pay the undisputed portion.
4. STAFFING FIRM shall email invoices and supporting timesheets directly to the CITY's Accounts Payable office with a copy sent to any designated Department of the CITY.
5. STAFFING FIRM may assign two classes of Employees at CITY: (1) "Executive" Employees are presumed to be exempt from laws requiring premium pay for overtime, holiday work, or weekend work. These Employees are assigned on a fixed monthly salary contract which will be paid and pro rated on a bi-weekly pay cycle. When assigned Employee completes project at CITY, CITY will be required to pay the pro rated amount of the monthly salary contract agreed to in Exhibit A as of the full week ending last day worked at the CITY. (2) "Non-Executive" Employees are presumed to be nonexempt from laws requiring premium pay for overtime, holiday work, or weekend work. STAFFING FIRM will charge CITY special rates for premium work time only when an Assigned Employee's work on assignment to CITY, viewed by itself, would legally require premium pay and CITY has authorized, directed, or allowed the Assigned Employee to work such premium work time. CITY's special billing rate for premium hours will be the same multiple of the regular billing rate as STAFFING FIRM is required to apply to the Assigned Employee's regular pay rate. (For example, when federal law requires 150% of pay for work exceeding 40 hours in a week, CITY will be billed at 150% of the regular bill rate.)
6. STAFFING FIRM may also provide "direct hire" (executive search) services if requested by the CITY. The direct hire fee is \$10,000 for positions with annual salary "less than" \$100,000 and \$15,000 for positions with annually salary "greater than" \$100,000. A separate Exhibit "A" would be provided for any direct hire services requested by CITY.

Confidential Information

7. Both parties may receive information that is proprietary to or confidential to the other party or its affiliated companies and their CITYs. Both parties agree to hold such information in strict confidence and not to disclose such information to third parties or to use such information for any purpose whatsoever other than performing under this Agreement or as required by law. No knowledge, possession, or use of CITY's confidential information will be imputed to STAFFING FIRM as a result of Assigned Employees' access to such information.

Cooperation

8. The parties agree to cooperate fully and to provide assistance to the other party in the investigation and resolution of any complaints, claims, actions, or proceedings that may be brought by or that may involve Assigned Employees.

Indemnification and Limitation of Liability

9. To the extent permitted by law, STAFFING FIRM will defend, indemnify, and hold CITY and its directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by STAFFING FIRM's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 1; or the negligence, gross negligence, or willful misconduct of STAFFING FIRM or STAFFING FIRM's officers, employees, or authorized agents in the discharge of those duties and responsibilities.
10. To the extent permitted by law, CITY will defend, indemnify, and hold STAFFING FIRM and its parent, subsidiaries, directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by CITY's breach of this Agreement; its failure to discharge its duties and responsibilities set forth in paragraph 2; or the negligence, gross negligence, or willful misconduct of CITY or CITY's officers, employees, or authorized agents in the discharge of those duties and responsibilities.
11. Neither party shall be liable for or be required to indemnify the other party for any incidental, consequential, exemplary, special, punitive, or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such party has been advised of the possibility of such damages.
12. As a condition precedent to indemnification, the party seeking indemnification will inform the other party within 15 business days after it receives notice of any claim, loss, liability, or demand for which it seeks indemnification from the other party; and the party seeking indemnification will cooperate in the investigation and defense of any such matter.
13. The provisions in paragraphs 9 through 13 of this Agreement constitute the complete agreement between the parties with respect to indemnification, and each party waives its right to assert any common-law indemnification or contribution claim against the other party.

Miscellaneous

14. Notwithstanding any other provision of this Agreement to the contrary, the provisions of paragraphs 9 - 13 shall remain effective after termination or renewal of this Agreement.
15. No provision of this Agreement may be amended or waived unless agreed to in a writing signed by the parties.
16. Each provision of this Agreement will be considered severable, such that if any one provision or clause conflicts with existing or future applicable law or may not be given full effect because of such law, no other provision that can operate without the conflicting provision or clause will be affected.
17. This Agreement and the exhibits attached to it contain the entire understanding between the parties and supersede all prior agreements and understandings relating to the subject matter of the Agreement.
18. The provisions of this Agreement will inure to the benefit of and be binding on the parties and their respective representatives, successors, and assigns.

19. The failure of a party to enforce the provisions of this Agreement will not be a waiver of any provision or the right of such party thereafter to enforce each and every provision of this Agreement.
20. CITY will not transfer or assign this Agreement without STAFFING FIRM's written consent.
21. Any notice or other communication will be deemed to be properly given only when sent via the United States Postal Service or a nationally recognized courier, addressed as shown on the first page of this Agreement.
22. Neither party will be responsible for failure or delay in performance of this Agreement if the failure or delay is due to labor disputes, strikes, fire, riot, war, terrorism, acts of God, or any other causes beyond the control of the nonperforming party.
23. The provisions of this agreement shall be entered into according to the laws of the State of California.

Term of Agreement

24. This Agreement shall remain valid until terminated by either party upon **7 days** written notice. The **Exhibit "A"** can be terminated upon **1 day** written notice.

Authorized representatives of the parties have executed this Agreement below to express the parties' agreement to its terms.

CITY OF PLACENTIA	GOVERNMENT STAFFING SERVICES, INC.
Signature	 Signature
Printed Name	John Herrera, CPA Printed Name
Title	President / CEO Title
Date	12/02/2015 Date

GOVERNMENT STAFFING SERVICES, INC.

EXHIBIT "A"
of Municipal Staffing Agreement



Corporate Mailing Address: PO Box 718, Imperial Beach, CA 91933
Phone: 1-866-406-6864 • Fax: 1-866-498-6678
Website: www.munitemps.com

Municipality:	City of Placentia
Client Contact:	Steve Pischel
Interim Position:	Code Enforcement Manager
Bill Rate per Hour:	\$49.50
Hours per Week:	40+
Start Date:	ASAP
Expected Duration:	4 + Months

Notes

Director of Administrative Services

Michael (Mike) Magdaleno

Schedule 4/10

Depending on Needs of City.

Authorized Signature: *Steve Pischel*
City Representative

CITY may hire Michael (Mike) Magdaleno as its direct employee, as an independent contractor, or through any third party by paying a buyout fee equal to (a) 9% of the annual salary offered by CITY to Michael (Mike) Magdaleno if he has worked a minimum of 960 hours on MuniTemp's payroll at the CITY, or (b) 18% of the annual salary offered by CITY to Michael (Mike) Magdaleno if he has worked less than 960 hours on MuniTemp's payroll at the CITY.

Job Description

Under administrative direction, directs, manages, supervises, and coordinates the activities and operations of the Code Enforcement Division within the Community Development Department including general code enforcement, business licensing, and mobile home park enforcement programs; coordinates assigned activities with other divisions, departments, and outside agencies; and provides highly responsible and complex administrative support to the Director of Community Development.



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: INTERIM CITY ADMINISTRATOR

FROM: SENIOR MANAGEMENT ANALYST

DATE: DECEMBER 15, 2015

SUBJECT: **AGREEMENT FOR MEDIA PRODUCTION SERVICES WITH EMPIRE MEDIA PRODUCTIONS**

FISCAL

IMPACT: EXPENSE: Amount not-to-exceed \$55,800 annually from January 1, 2016 to June 30, 2018.

BUDGETED: \$55,800 (Budgeted FY 2015-16 Account No.: 581573-6099)

SUMMARY:

The City has contracted for Media Production Services with Empire Media Productions (Empire) since 2011. The current agreement with Empire is on a month-to-month basis. In September 2015, the City issued a formal Request for Proposal (RFP) for Media Production Services, soliciting proposals from various vendors. The City received one (1) proposal for media production services. The sole vendor responding to the RFP was Empire. This action approves a Professional Services Agreement with Empire from January 1, 2016 to June 30, 2018 in the amount not-to-exceed \$55,800 annually with two (2) additional one (1) year extension options. Funding for this service has been allocated through the use of Public, Education, and Government (PEG) Funds.

RECOMMENDATION:

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

1. Approve a Professional Services Agreement with Empire Media Productions for Media Production Services in an amount not-to-exceed \$55,800 annually from January 1, 2016 to June 30, 2018 with two (2) additional one (1) year extension options; and
2. Authorize the Interim City Administrator to execute the Professional Services Agreement in a form approved by the City Attorney; and
3. Authorize the Interim City Administrator to approve the two (2) additional one (1) year contract term extensions based upon consultant performance, in a form approved by the City Attorney.

1.i.

December 15, 2015

DISCUSSION:

The City has contracted with Empire for Media Production Services since 2011. The agreement with Empire expired on June 30, 2015 and the City entered into an agreement on a month-to-month basis with Empire. Staff was directed to issue an RFP (Exhibit A) which was released on September 29, 2015 with a deadline of October 29, 2015. The only proposer to the RFP was Empire.

Staff is recommending that the City Council authorize the Interim City Administrator to enter into a Professional Services Agreement with Empire for an amount not-to-exceed \$55,800 annually.

The effective date of the agreement (Exhibit B) will be from January 1, 2016 through June 30, 2018 with the option to renew the agreement for two additional one (1) year extension options.

FISCAL IMPACT:

The proposed contract price with Empire is \$55,800 annually. Funds for Fiscal Year 2015-16 were allocated as part of the budget approval process. Funding for this service has been allocated through the use of Public, Education, and Government (PEG) Funds. No General Fund monies will be used for this service.

Prepared by:



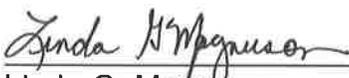
Eddie De La Torre
Senior Management Analyst

Reviewed and approved:



Stephen D. Pischel
Director of Administrative Services

Reviewed and approved:



Linda G. Magnuson
Chief Financial Officer

Reviewed and approved:



Damien R. Arrula
Interim City Administrator

Attachments:

1. Exhibit A: Request for Proposals for Media Production Services
2. Exhibit B: Professional Services Agreement with Empire
3. Exhibit C: Pricing Proposal



REQUEST FOR PROPOSALS

MEDIA PRODUCTION SERVICES

**Proposals must be received in the City Clerks Office,
401 E. Chapman Avenue, Placentia, CA 92870, by:**

Thursday, October 29, 2015 at 10:00 a.m.

1. Proposals shall be in a sealed envelope or package marked with the bidder's Name and the Request for Proposals title. All Proposers are required to use the form in Appendix C to be submitted on a **separate envelope** with their proposal.
2. Faxed Proposals will not be received or considered.
3. Deadline for all questions is Monday, October 12, 2015 at 5:00 p.m. Please submit questions related to this RFP via email at edelatorre@placentia.org.

INTRODUCTION

The City of Placentia ("Placentia" or "City") hereby requests proposals from qualified public or private firms, to establish a contract for Media Production Services. The City's current annual Professional Services Budget for this service is \$55,800. The selected Proposer is scheduled to commence on January 1, 2016 to June 30, 2018 with an option for a two (2) year extension. The successful Proposer shall have the knowledge, expertise, staff, and availability to provide comprehensive technical media production support in a public sector environment.

Proposals will be evaluated on the basis of the overall best value to the City based on quality, service, price and any other criteria set out herein including, but not limited, to the Proposer's ability to meet the requirements, qualifications and competencies set out herein.

CITY OVERVIEW

Primarily known as a bedroom community, the City of Placentia, which is nestled in northern Orange County, is a family oriented community of approximately 51,000 residents. Placentia serves an area of approximately 6.7 square miles and has retained the small town image that has remained since settlers arrived more than 100 years ago.

Placentia is home to 17 churches, one library, 16 parks, two public swimming pools and a private country club. Other recreational facilities include Backs Community Building, Tynes Gymnasium, Oberle Gymnasium, Whitten Community Center, Koch Park Recreation Center, Gomez Community Center, Edwin T. Powell Building/Senior Citizens Center/Cathy Torrez Learning Center. Annual events include the Heritage Festival, National Night Out, Concerts and Movies in the Park, Las Posadas and Tamale Festival, and Veterans Day Observance Program.

The City operates and maintains a full range of municipal services, including Police, Administration, Public Works, Community Services, Finance, and Community Development Departments. The City contracts fire services with the Orange County Fire Authority.

BACKGROUND

The City currently outsources its Media Production Services with a private company under a Consulting Services Agreement. The term of this agreement expired June 30, 2015 and is currently on a month to month contract. City Council has directed City Staff to solicit Requests for Proposals for Media Production Services.

The Media Production Services Division is currently staffed by two part-time consultants and is responsible for all of the audio/visual needs of the City. This includes all aspects of managing a 24-hour municipal access television channel and maintenance and support services of audio/visual presentation systems in numerous City facilities. This involves producing and directing live public meetings in the Council Chambers, including but not limited to all City Council Meetings, Planning Commission Meetings, and special meetings, workshops, and trainings. In addition, the Media Production Services Division produces special programming and event productions for special projects and community events.

City Council Meetings are held the first and third Tuesday of the month at Placentia City Hall's Council Chambers, 401 E. Chapman Avenue in Placentia. Currently, the meetings are recorded and broadcasted live. The meetings are also replayed Tuesdays. The City has multiple special meetings throughout the year and those are also broadcasted and recorded. The City of Placentia uses Granicus for our web streaming of City Council meetings; this process is dependent on an active feed from our equipment. This feed is checked before City Council meetings, with enough time to troubleshoot any issues that may arise. Other preparation measures include updating the character generator slides, PowerPoint presentations in the Chamber and Caucus Room, and video and audio test. At the conclusion of the City Council Meetings, staff shuts down all equipment; dubs the recording of the Council Meeting on a DVD, and schedules the replay of the City Council Meeting.

SCOPE OF SERVICES

The selected Proposer must agree to the following scope of services:

Production and Technical Tasks

Advise, develop and produce video productions for City Departments, special events, City Council and Commissions, including format, design, writing of scripts, interview questions, editing, preparation of storyboards, lighting, audio levels, designing sets, camera operation and creation of special effects.

The following list of scheduled meetings and special events are videotaped and broadcast:

- City Council Regular Meetings: 1st and 3rd Tuesday of the month at 7:00 p.m.
- Special City Council Meetings: As needed, usually held opposite Tuesdays of regular meeting
- Planning Commission: 2nd Tuesday of the month
- Heritage Festival and Parade: Annual event in October
- State of the City Address: Annual event typically held in the Spring
- Placentia Candidates Forum: Biannual event typically held in September

For the Heritage Festival and Parade and the State of the City, the City currently rents the camera system through a third party vendor.

In addition to the listed meetings/special events, the selected Proposer must:

- Provide high quality photo documentation services to City Departments and City Council. The following are a list of special events that require photographic services. The current Contractor uses their own camera equipment to produce these high quality photographs.
 - National Night Out
 - Concerts in the Park (2 per year)
 - Movies in the Park (2 per year)
 - Community Services Recreational Classes and Events
 - Tamale Festival and Tree Lighting Ceremony

- Provide additional video documentation services to other City Departments and City Council, including training videos, special events, promotional videos, and public service announcements. These videos are short in length (typically between 3-5 minutes). The current Contractor uses their own camera equipment to produce these high quality videos.
- Repair/maintain and adjust a variety of City owned production equipment, including video cameras, microphones, television monitors, character generators, computer hardware/software and other accessories.
- Perform video equipment engineering, equipment networking, and system installation, manage assigned video/cable related projects, and develop audio/video equipment specifications.
- Manage City owned computer hardware/software systems, related to media production and keep current with software updates.
- Must have requisite knowledge of linear and non-linear editing systems, multiple audio/video formats, audio/video engineering, audio mixers, television lighting, computer graphics, scheduling and playback systems, and web streaming.
- Must have requisite knowledge in Apple Final Cut Pro, Adobe Photoshop, Broadcast Pix, and Leightronix nexus. These systems are currently installed on City owned equipment.
- Manage and maintain music and special effects libraries on City owned equipment.
- Coordinate proper file conversion for broadcast systems, computer systems and web-based systems.
- Work extensive and variable hours when necessary, including evenings and weekends. This includes being able to respond to Placentia to film events and meetings on short notice. On-call time availability should be specified in responses.

Administrative Tasks

- Coordinate the production of televised video programs for the City's municipal access channel (PCTV), including scheduling and monitoring of playback quality.
- Coordinate and monitor public, education, and government channels with cable company representatives.
- Prepare production schedules.
- Specify and request equipment and supplies for the Media Production Services Division.
- Audio/video systems research and design.
- Develop policies and procedures for municipal cable access programs and write goals and objectives for public programming.
- Respond to public requests for information regarding PCTV programs and schedule.
- Work with City Clerk's Office and City Attorney's Office to provide and maintain video and audio archives.

Support Services

- Provide special event audio/visual set-up to other City Departments and Staff at various locations throughout the City.

- Provide digital file conversion for other City departments and Staff.
- Provide video duplication services to the public, staff and City Council. Be familiar with the requirements of the California Public Records Act and be able to coordinate with Staff to comply with both public records requests and records retention.
- Organize and maintain video library and digital archives of multiple formats, including the organization of recorded public meetings and historical footage.
- Maintain historical video and photo archives.

Channel and Web Coordination

- Maintain and monitor web streaming of municipal access channel, including maintenance of public meetings.
- Create and maintain community programming on PCTV.
- Develop and maintain social media efforts for PCTV, including general announcements for City business.
- Work with other City Departments to promote City programs and events on television and the web.
- The City's current website provider is CivicPlus. The media content is uploaded through an online Content Management System provided by CivicPlus.
- The approximate percentage of time occupied by each major task category for existing staff is as follows: Production/Technical Tasks: 50%; Administrative Tasks: 10%; Support Services: 20%; Channel/Web Coordination: 20%.

PROPOSAL FORMAT GUIDELINES

Interested contractors are to provide the City of Placentia with a thorough proposal using the following guidelines:

Proposal should be typed and should contain no more than 20 typed pages using a 12-point font size, including transmittal letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, and graphic exhibits. Each proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected. The following proposal sections are to be included in the Proposer's response:

Vendor Application Form and Cover Letter

Complete Appendix A, "Request for Proposal-Vendor Application Form" and attach this form to the cover letter. A cover letter, not to exceed a page in length, should summarize key elements of the proposal. An individual authorized to bind the Proposal must sign the letter. The cover letter must stipulate that the proposal price will be valid for a period of at least ninety (90) days.

Staffing

Provide a list of individual(s) who will be working during this contract period and indicate the functions that each will perform. Include a resume for each designated individual.

Upon award and during the contract period, if the contractor chooses to assign different personnel to this RFP, the Contractor must submit their names and qualifications including information listed above to the City for approval before they begin work.

Work Schedule

Provide a sample weekly work schedule. The current work schedule for this service is as follows:

Staff	Monday	Tuesday*	Wednesday	Thursday	Total Weekly Hours
Media Production Assistant	8:00 a.m. – 1:00 p.m.	20			
Media Production Assistant	1:00 p.m. – 6:00 p.m.	20			

*During City Council Meetings, both Media Production Assistants arrive at 3:00 p.m. until the conclusion of the Council Meeting.

Placentia City Hall is currently open from 7:30 a.m. – 6:15 p.m. Monday through Thursday.

Qualifications

The information requested in this section should describe the qualifications of the firm or entity, including similar services within the past five years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

- Names of key staff that participated on named projects and their specific responsibilities with respect to this RFP.
- A summary of your firm's or entity's demonstrated capability, including length of time that your firm has provided the services being requested in this Request for Proposal.

For private Proposers, provide at least three references that have received similar services from your firm. The City of Placentia reserves the right to contact any of the organizations or individuals listed. Information provided shall include:

- Client Name
- Project Description
- Project start and end dates
- Client project manager name, telephone number, and e-mail address.

For all Proposers, please provide a DVD or links to samples of your video productions and a video of

your key staff that will be performing in Placentia. Samples should be provided of a Council/Commission/Board Meeting, public service announcement, sports broadcast, training video, or informational video.

Fee Proposal

All Proposers are required to use the form in Appendix C to be submitted on a **separate envelope** with their proposal. Pricing instructions should be clearly defined to ensure fees proposed can be compared and evaluated. Proposals shall be valid for a minimum of 90 days following submission.

Sample Agreement

The firm selected by the City will be required to execute a Consulting Services Agreement with the City. The form of the Agreement is enclosed as Appendix D, but may be modified to suit the specific services and needs of the City. If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement.

SCHEDULE (Subject to Change as Required)

Release of Request for Proposal	September 29, 2015
Deadline for Written Questions	October 12, 2015
Proposals Due	October 29, 2015
Proposals Reviewed and Evaluated	October 29 – November 5, 2015
City Council Consideration	Tentative – November 17, 2015
Contract Scheduled to Begin	Tentative - January 1, 2016

PROCESS FOR SUBMITTING PROPOSALS

Interested vendors must prepare a sealed quote package that contains three (3) printed and signed copies of this Request for Proposals. **Appendix C must be submitted on a separate envelope.** Responses received after October 29, 2015 at 10:00 a.m. will not be considered. Postmark date will not constitute timely delivery. Agencies are solely responsible for ensuring timely receipt of their responses. The City reserves the right to cancel this RFP at any time and for any reason without any liability to any proponent or to waive irregularities at their own discretion. The City reserves the right to accept or reject any or all bids.

Questions

Questions about this RFP must be directed in writing, via email to Eddie De La Torre, Senior Management Analyst at edelatorre@placentia.org by Thursday, October 12, 2015 at 5:00 p.m. The City reserves the right to amend or supplement this RFP prior to the proposal due date. All amendments, responses to questions received, and additional information will be posted to the

Placentia Official City Website – Current RFP's. Proposers should check this webpage daily for new information. The City will endeavor to answer all written questions in a timely order. The City reserves the right not to answer all questions. No questions other than written will be accepted, and no response other than written will be binding upon the City.

Submittal Instructions

Complete written proposals must be submitted in sealed envelopes marked and received no later than 10:00 a.m. (P.S.T) on Thursday, October 29, 2015 to the address below. Proposals will not be accepted after this deadline. Faxed or e-mailed proposals will not be accepted.

City of Placentia
Attn: City Clerk
401 E. Chapman Avenue
Placentia, CA 92870
RE: RFP for Media Production Services

EVALUATION CRITERIA

An RFP Review Committee will evaluate all proposals based upon, but not limited to, the following criteria and will be assigned a score with a maximum of 100 points:

- Professional qualifications and capabilities of the firm and its personnel (10 points maximum).
- Past experience of the project manager to successfully manage such a service (20 points maximum).
- Relevant experience of the firm with similar types of projects (20 points maximum).
- Results of reference checks (15 points maximum).
- Overall quality of the proposal, including clarity of content (10 points maximum).
- Demonstration of a clear understanding of the service (10 points maximum).
- Cost related to the level of work proposed and work schedule (15 points maximum).

The City of Placentia reserves the right to require an oral interview of any and all respondents prior to the final scoring and selection. In the event an oral interview is required, the respondents will be provided with a minimum advanced notice of one (1) week.

EVALUATION OF PROPOSALS AND SELECTION PROCESS

An RFP Review Committee (Committee), which includes members of the City Staff and one private audio/visual specialist, will screen and review all proposals according to the weighted criteria set forth above. While price is one basic factor for award, it is not the sole consideration.

Responsiveness Screening

Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their proposals.

Initial Proposal Review

The Committee will initially review and score all responsive written proposals based upon the Evaluation Criteria set forth above. The Committee will contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The City may reject any proposal in which a Proposer's approach, qualifications, or price is not considered acceptable by the City. An unacceptable proposal is one that would have to be substantially rewritten to make it acceptable. The City may conclude the evaluation process at this point and recommend award to the lowest responsible bidder. Alternatively, the City may elect to negotiate directly with one or more Proposers to obtain the best result for the City prior to making a recommendation on a selection to the City Council.

DISCLOSURE OF GOVERNMENTAL POSITION

In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of the City, the City requires that all Proposers disclose in their proposals any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Proposer shall disclose whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months using the attached "Disclosure of Government Positions Form."

LEGAL REQUIREMENTS

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

- The City has the right to reject any and all proposals.
- The City is not liable for any costs incurred in responding to the RFP.
- All documents submitted in response to the RFP are public documents subject to disclosure as permitted by the California Public Records Act.
- From the issue date of this solicitation until a firm is selected and the selection is announced, the firm's are not allowed to communicate for any reason with any City Staff except through the person named herein for questions. For violation of this provision, the City shall reserve the right to reject the proposal of the offending firm.
- The selected consultant will be required to enter into a Consulting Services Agreement with

the City of Placentia which includes the City's standard Terms and Conditions including insurance requirements.

- Proposals submitted early may be withdrawn by the firm prior to the Proposal Due Date specified above. Following the Proposal Due Date, the Proposal constitutes a binding offer and may not be withdrawn by the firm prior to the award.
- The City of Placentia reserves the right to: (a) waive minor irregularities or variances, non-material bid formalities or defects in any proposal; (b) reject any and all proposals, in whole or in part, submitted in response to this solicitation; (c) request clarifications from all firms; (d) request resubmissions from all firms; (e) make partial, progressive or multiple awards; and (f) take any other action as permitted by law and/or the City's Procurement Ordinance.
- Evidence of Ability to Perform. Before the award of any contract, each respondent may be required to demonstrate to the satisfaction of the City, or the designated committee, that it has the necessary facilities, ability, and resources to provide the services specified herein. The City of Placentia may make reasonable requests deemed necessary and proper to determine the scope-of-work, and the respondent shall furnish to the City of Placentia all information for this purpose.

REQUEST FOR PROPOSALS MEDIA PRODUCTION SERVICES

Vendor Application Form

Type of Applicant: New Current Vendor

Legal Contractual Name of Corporation: _____

Contact Person for Agreement: _____

Corporate Mailing Address: _____

City: _____ State: _____ Zip Code: _____

E-Mail Address: _____

Phone: _____ Fax: _____

Contact Person for Proposals: _____

Title: _____ E-Mail Address: _____

Business Telephone: _____ Business Fax: _____

Website: _____

Is your business: (check one)

NON PROFIT CORPORATION

FOR PROFIT CORPORATION

Is your business: (check one)

CORPORATION

LIMITED LIABILITY PARTNERSHIP

INDIVIDUAL

SOLE PROPRIETORSHIP

PARTNERSHIP

UNINCORPORATED ASSOCIATION

Federal Tax Identification Number: _____

City of Placentia Business License Number: _____ Expiration Date: _____

(If none, you must obtain a Placentia Business License upon award of contract.)

DISCLOSURE OF GOVERNMENT POSITIONS FORM**MEDIA PRODUCTION SERVICES**

Each Proposer shall disclose below whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

Name	Agency	Position	Dates of Employment

PRICING PROPOSAL FORM

MEDIA PRODUCTION SERVICES

(PLACE THIS FORM ON A SEPARATE ENVELOPE)

Provide hourly rates, along with estimated annual pricing in accordance with the City's current requirements, as set forth in the Scope of Work. Proposer should use a separate form to state pricing for any added value.

Pricing shall remain firm for a minimum of two (2) years. Any and all requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angeles-Riverside-Orange County, CA, All Items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor's website at www.bls.gov.)

Employee	Hourly Rate	Hours Worked in a Week	Annual Hours	Total Cost

Total Estimated Annual Price: July 1st - June 30th	\$
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Please provide a time estimate for response to calls for unscheduled video/production services on an as-needed basis and specify any fees or costs associated with such calls.

Contractor represents that it, its employees and subcontractors have all licenses, insurance, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Compensation for the above services shall be based on the actual amount of time spent in adequately performing the Services, and shall be billed at the hourly rate(s) for the positions described.

Invoices shall be submitted to the City monthly as performance of the Services progresses. City shall review and pay the approved charges on such invoices in a timely manner.

City of Placentia
Request for Proposal
Media Production Services

EMPIRE MEDIA PRODUCTIONS

Daniel Fenstermaker
Owner | Empire Media Productions
714.393.7883 | Dan@EmpireMediaProductions.org
October 29, 2015

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Empire Media Productions

212 San Gabriel Lane, Placentia, CA. 92870

Cell: 714-393-7883 - dan@empiremediaproductions.org

October 29, 2015

City of Placentia
401 E. Chapman Avenue
Placentia, CA 92870
(714) 993-8117

To Whom It May Concern:

Empire Media Productions is submitting the enclosed proposal for consideration to provide media production services to the City of Placentia. The attached proposal including price is valid for a period of at least ninety (90) days.

Empire Media Productions (EMP) has been in the media services business since 2011, specializing in providing media service solutions to local government agencies. At EMP, we pride ourselves in offering an exceptionally high level of service at a competitive rate. We also value and understand the importance of respectfully and effectively communicating with city staff, elected officials, and residents. Our highly trained staff provides production and technical services for city council meetings as well as special events and is equipped to handle all maintenance and repair of media equipment. We also handle administrative tasks such as monitoring public, education, and government channels as well as working as a liaison between cable company representatives and city staff. We are prepared to provide a media productions coordinator and assistant who will be working in City Hall Monday-Thursday for a combined total of 40 weekly hours at a price of \$55,800.

We are proud to have served the City of Placentia with their media production needs for the past four years. It is our sincerest hope that we may continue to work with this amazing city for many years to come. Please do not hesitate to contact me if you have further questions regarding this proposal. Thank you for your consideration.

Sincerely,



Daniel Fenstermaker-Owner

REQUEST FOR PROPOSALS MEDIA PRODUCTION SERVICES

Vendor Application Form

Type of Applicant: New Current Vendor

Legal Contractual Name of Corporation: Empire Media Productions

Contact Person for Agreement: Dan Fenstermaker

Corporate Mailing Address: 212 San Gabriel Lane

City: Placentia State: Ca Zip Code: 92870

E-Mail Address: dan@empiremediaproductions.org

Phone: 714.393.7883 Fax: _____

Contact Person for Proposals: Dan Fenstermaker

Title: Owner E-Mail Address: dan@empiremediaproductions.org

Business Telephone: 714.393.7883 Business Fax: _____

Website: www.empiremediaproductions.org

Is your business: (check one)

- NON PROFIT CORPORATION FOR PROFIT CORPORATION

Is your business: (check one)

- CORPORATION LIMITED LIABILITY PARTNERSHIP
- INDIVIDUAL SOLE PROPRIETORSHIP
- PARTNERSHIP UNINCORPORATED ASSOCIATION

Federal Tax Identification Number: 558-95-1264

City of Placentia Business License Number: TBD Expiration Date: TBD

(If none, you must obtain a Placentia Business License upon award of contract.)

Staffing

In order to offer the personal care and concern to each local agency we service, EMP employs subcontractors who are on the cutting edge of media production services with knowledge and expertise in new ways of video production, marketing, and photography. EMP and its subcontractors are fully insured.

As the owner of EMP, Daniel Fenstermaker will manage EMP subcontractors, communicate and follow up with city staff to ensure the City's media service needs are being met, sit in on key meetings to help coordinate major city events, and assist with any production coordinator duties as needed.

Subcontractors for EMP are:

Eric Lowy -- Eric is a resident of Yorba Linda, California with extensive knowledge of live productions and broadcasts on various types of equipment. Eric has worked on countless live city council broadcasts as well as theatrical productions. As a graduate of El Dorado High School, Eric has a firm appreciation for his local community. As the Media Productions Coordinator, Eric Lowy will be in charge of:

- Any and all day-to-day duties of Placentia Government Media Production
- Routine maintenance of City equipment
- Routine updating of public information on the City's PEG channel and website
- Assisting City Clerk's Office with Public Records Requests
- Assisting City Clerk's Office with City Council Meeting Agenda Postings as well as Meeting Archiving
- Production of any and all Official City Meetings that might require any audio and/or video broadcasting, recording and/or record keeping
- Media Production in the promotion and coverage of any City sponsored events
- Supervision and scheduling of any and all Media Production Assistants
- Assisting in overseeing any capital improvement projects pertaining to audio visual upgrades within City of Placentia facilities
- Weekly meetings and briefings with Placentia City Staff
- Consultation regarding any kind of media needs the agency may have

Eric Hood -- Eric is a graduate of California State University Long Beach Film School with an emphasis in cinematography. Aside from his skills as a cinematographer, Eric has an incredible photographic eye with many of his photos being published in marketing materials for agencies such as The Association of California Cities Orange County, and the City of Brea. Eric also has

extensive experience with live city council broadcasts. As the Media Productions Assistant, Eric Hood will be responsible for:

- Any and all day to day duties of Placentia Government Media Production
- Routine maintenance of City equipment
- Routine updating of public information on the City's PEG channel and website
- Assisting City Clerk's Office with Public Records Requests
- Assisting City Clerk's Office with City Council Meeting Agenda Postings as well as Meeting Archiving
- Production of any and all Official City Meetings that might require any audio and/or video broadcasting, recording and/or record keeping
- Media Production in the promotion and coverage of any City sponsored events

DANIEL A. FENSTERMAKER

680 Birchwood Lane Corona, CA 92882 • 714.393.7883 • dan@empiremediaproductions.org

MEDIA SERVICES SPECIALIST

Highly qualified professional, offering progressive background and skills in overseeing daily operations of Media Production, including preparation and recording of the activities and decisions of the City Council and codification and maintenance of official City records; administering day to day operations of City PEG Channels; and providing highly responsible and complex administrative support to the City Communications and Marketing Department.

Highly skilled with the latest technology in media production and editing. Expert in documenting and record keeping, analyzing data, resolving problems and providing superb customer service. Experienced in writing comprehensive reports and delivering various presentations to City Council, city staff and the community. Effective supervisory skills, exhibiting the ability to motivate diverse groups to achieve a targeted goal.

Education & Professional Development

Film and Television Orange Coast College, Costa Mesa, CA
Media Aesthetics and Communications Fullerton College, Fullerton, CA
(Over 60 Units Completed)

Trainings:

Various Independent Film Courses and Seminars in Los Angeles, CA

Professional Experience

EMPIRE MEDIA PRODUCTIONS 2011-Present

OWNER - CEO

Providing a wide range of Media Production solutions to various clients on a contractual basis.

- City of Placentia - Media Production Coordinator, providing services for day to day operations of Placentia's PEG Channel (PCTV) including directing broadcasts of all City Council Meetings, managing City Website, and managing Placentia's Granicus account.
- City of Villa Park - Media Production Coordinator, providing services for day to day operations of Villa Park's PEG Channel (VPTV) including directing broadcasts of all City Council Meetings.
- Tripepi Smith & Associates - Handling all Video Production work for the firm geared towards marketing, technology, and public affairs.
- City of Brea - Contractual consulting work on various projects, providing occasional services for day to day operations of Brea's PEG Channel, including directing broadcasts of several City Council Meetings.
- City of Brea Chamber of Commerce - Contractual consulting work on various projects involved with special events, fundraising, and marketing.

CITY OF PLACENTIA 2001-2011

ADMINISTRATION DEPARTMENT - MEDIA PRODUCTION COORDINATOR

Media Production Coordinator, providing services for day to day operations of Placentia's PEG Channel (PCTV) including directing broadcasts of all City Council Meetings, managing City Website, and managing Placentia's Granicus account.

DANIEL A. FENSTERMAKER

Professional References

Jeannette Ortega, Economic Development Manager
City of Placentia - Department of Administration
401 East Chapman Avenue, Placentia, California 92870
Office (714) 993-8264

Jarad Hildenbrand, City Manager/City Clerk
City of Villa Park - Office of the City Manager
17855 Santiago Boulevard
Villa Park, California 92861
Office (714) 998-1500
FAX (714) 998-1508

Ken A. Domer, Assistant City Manager
City of Huntington Beach - Office of the City Manager
2000 Main Street
Huntington Beach, California 92648
Office (714) 536-5236
FAX (714) 536-5233

Jon Nicks, Deputy Director of Orange County Parks
County of Orange - OC Parks
13042 Old Myford Road, Irvine, California 92602
Office (714) 973-6865

Karen Ogawa, Director of Administrative Services
City of Walnut - Department of Administration
21201 La Puente Road
Walnut, California 91789
Office (909) 595-7543
Fax (909) 595-6095

dances. As well as media managing of raw footage and editing of footage for DVD yearbooks. Over seeing crews of up to 10 people.

2013 - 2015

LA Channel 36

Los Angeles, Ca

Freelance Camera Operator

Worked in several different positions including, setting up and operation of broadcast cameras for remote productions. Running and ranging of cables. As well as working as camera engineer operating CCU devices during live productions.

2011-present

Cinematic Arts Experience

Orange County, Ca

Technical Director

Over see the filming of the Orange County Film Festival as well as the projection and playback of the films being screened. Also overseeing the projection and video playback at the 24 and 48 Hour Film Festivals.

2009-2010

PYLGSA

Placentia, Ca

Supervisor of Snack Shack

Responsible for set up at the start of the day and clean up at the end of the day. Also in-charge of explaining duties to volunteers and overseeing the volunteers.

2005-2009

City of Yorba Linda

Yorba Linda, Ca

Volunteer at Adventure Playground

Aid in the supervision of the camp participants , assist in games, building of forts, and maintaining a safe and enjoyable environment for all.

Specialty Training:

- Adobe Premiere Pro Certification
- Yamaha Digital Console Certification
- Use of Black Magic Video Mixer
- Advance Usage of Mac Computers
- Advance Training in Final Cut Pro 6 & 7
- Basic Training in Photoshop CS5
- Panasonic P2 Broadcast Cameras
- Canon DSLRs
- Lighting
- Audio production

Relevant Experience

Editor/Camera Operator

2014 to Present

ESI Video, Orange CA

Functions on-set as camera operator. Collaborates with director on best shot and lighting opportunities. Provides highly organized, detail-oriented post production editing for high-profile clients.

Media Production Specialist

2012 to Present

City Of Placentia, Placentia CA

Manages scheduling, content and programming of Placentia's local television channel. Produces city council meetings' live broadcast videos. Performs an active leadership role in the brainstorming, production, and editing of promotional city videos. Designs the cities graphic media elements displayed on the cities local broadcast channel. Photographs city events and classes for use in promotional media, including pamphlets, quarterlies, and online publication.

Lead Media Producer

2012 to Present

Tripepi Smith Associates, Tustin CA

Responsible for client meetings, script writing, narrative development, multimedia pre-production editing, first-through-final cut review, including extensive client review and executive approval processes. During production, directs on-screen talent to achieve the best possible product. Acts as camera operator, director, and editor. Responsible for the equipment logistics, organizing raw audio/video and edits final products.

Photojournalist

2011 to Present

OC Weekly, Costa Mesa CA

Conducts research to gather background information about subjects. Operates in a truthful and ethical manner when photographing assignments. Consistently takes high quality, high impact photographs. Edits, stores, and organizes photographs. Delivers photographs to editor within 24 hours.

Eric J. Hood

5604 E. Orangethorpe Ave. C-105 Anaheim, CA
ehood182@gmail.com ♦ (714) 906-3748

Summary

I am a Film Production graduate with three years of professional media production experience, as well as experience maintaining a personal photography business. My objective is to continuously grow as a creative professional while maintaining currency on techniques and technology relating media production. I hope to contribute my knowledge and experience for the betterment of your company.

Education

Bachelor of the Arts: Film Production
California State University Long Beach

Graduated: June 2012

- Emphasis on cinematography and camera operation.
- Script writing and revision
- Production financing and scheduling
- On-set directing
- Digital audio workstation systems

Production Skills

- Operation of modern digital video cameras
- Utilization of fresnel and LED-based lighting
- Non-linear editing of live productions
- Live audio mixing
- Linear video editing systems
- Operation of remote multi-camera systems
- Operation of on-set audio equipment
- Pre-production scriptwriting, storyboarding

Software Proficiencies

Adobe Premiere CC/6
Adobe Media Encoder
Leightronix NEXUS
Final Cut Pro

Adobe Photoshop CC/6
Adobe AfterEffects CC/6
AVID Media Composer
Mac OS

Adobe Illustrator CC/6
Adobe Lightroom
ProTools LE
Microsoft Windows OS

DISCLOSURE OF GOVERNMENT POSITIONS FORM

MEDIA PRODUCTION SERVICES

Each Proposer shall disclose below whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

Name	Agency	Position	Dates of Employment
Dan Fenstermaker	City of Brea	Media Services Specialist II	July 2014 - Present
Eric Lowy	PYLUSD	Theatre Technician	Aug 2014 - Present

Work Schedule

Media Productions Coordinator:

Monday-Thursday 8:00am-3:00pm for a total of 28 hours per week

Media Productions Assistant:

Monday-Thursday 3:00pm-6:00pm for a total of 12 hours per week

Both the Media Productions Coordinator and Assistant will work City Council meetings on Tuesdays, arriving at 3:00 pm and working until the conclusion of the meeting.

Professional Qualifications

EMP has experience directing/technical directing over 220 City Council Live Broadcasts for the cities of Placentia, Villa Park, and Brea, as well as over 75 miscellaneous meetings for the City of Placentia including planning commission meetings, traffic safety commission meetings, oversight board meetings, candidate forums, and town hall meetings. In addition, we have created countless promotional videos, training videos, and public service announcements for city agencies highlighting recreational opportunities and important safety reminders for residents; as well as Employee Recognition Week videos that highlight the dedication of city staff, police, and firefighters.

In 2008, EMP Owner Dan Fenstermaker (then a City of Placentia Employee) took over the City's PEG Broadcasting Channel on Time Warner Cable. His responsibilities included all on air programming (city and non-city produced), which included live streaming media on the city's website, workshops, classes, and important information such as what to do in emergency situations; directing live broadcasts of all City Council Meetings and Planning Commission Meetings for Placentia, which involved producing graphic design work such as titles and visual aids during live broadcasts as well as incorporating PowerPoint presentations and video vignettes into meetings; day-to-day maintenance of the PEG channel's continuously running bulletin board which includes selecting and scheduling pre-produced programming such as re-airs of city council meetings, and public service announcements; troubleshooting and liaison communicating to both city staff as well as Time Warner Cable, AT&T U-verse, VMI and Brea IT; coordinating audio/visual equipment for city events; monitoring and maintaining audio/visual equipment and supplies; providing digital file conversion and video duplication services; informing city official of when new purchases in equipment needed to be made and then researching best product and pricing to meet the needs of the city; maintaining a DVD library so that residents and community officials could access the meetings at any time as well as a photo archive; and finally, supervising and directing technical crews, part-time city staff, volunteers, interns, and working collaboratively with all city staff.

In 2009 Dan over saw a request for proposal for a complete overhaul of the City of Placentia broadcasting equipment and broadcast booth including but not limited to: assisting with bid recommendations and specifications for equipment; coordinating new system equipment purchases such as three new remote control cameras for the City Council Chambers, a broadcast pix digital switcher for recording and broadcasting meetings in the Council Chambers, a Leightonix Nexus broadcast scheduler for scheduling events and programming, a new audio board to handle both on air audio as well as audio in the council chambers not

intended for recording; repairing and maintaining all new media equipment; and finally completely reworking the electrical in the broadcasting booth to ensure that the channel and broadcasts would run more efficiently and effectively.

EMP has also provided video and photographic services to countless special events for the City of Placentia such as the Tamale Festival, Veterans Day Memorial Service, Heritage Day Parade and Festival, as well as Movies and Concerts in the Park. EMP staff, namely owner Dan Fenstermaker, Production Coordinator Eric Lowy, and Production Assistant Eric Hood, have been the primary contractors overseeing production of the aforementioned events and projects. They also reside locally making them more available on short notice for events and meetings.

EMP has extensive knowledge with editing and playback systems such as Apple Final Cut Pro, Adobe Photoshop, Adobe Premiere, Broadcast Pix, Adobe After Effects, and Leightronix Nexus and Media Systems TightRope, audio/video formats such as H.264, Apple ProRes Codecs, and various MPEG formats, Yamaha and Behring audio mixers, and web streaming programs such as Granicus, and Swagit.

References

At EMP, we have the utmost confidence in our work. We understand that reputation is the key for a successful business. Please feel free to contact the following references with regards to our company's work:

Jeannette Ortega
Economic Development Manager
City of Placentia | 401 E. Chapman Ave, Placentia, CA 92870
714-993-8264

Jon Nicks
Deputy Director of Orange County Parks
County of Orange | 13042 Old Myford Road, Irvine, CA 92602
714-973-6865

Jarad Hildenbrand
City Manager
City of Villa Park | 17855 Santiago Blvd, Villa Park, CA. 92861
714-998-1500

Ken Domer
Assistant City Manager
City of Huntington Beach | 2000 Main St, Huntington Beach, CA. 92648
714-536-5202

Troy Butzlaff
City Manager
City of Azusa | 213 E. Foothill Blvd, Azusa, CA. 91702
626-812-5238

Reel

EMP's Reel is downloadable at the follow link:

<https://www.dropbox.com/s/4sr5v7419m0i15w/Empire%20Reel%20Revised%202015.mov?dl=0>

**CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH EMPIRE MEDIA PRODUCTION SERVICES**

THIS AGREEMENT is made and entered into this 1st day of January, 2016 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and EMPIRE MEDIA PRODUCTIONS, a sole proprietorship ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to perform media production services, as more fully described herein; and

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

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

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

(a) Meet with Consultant to review the quality of the work and resolve the

matters of concern;

- (b) Require Consultant to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

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

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

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

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

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

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 as set forth in RFP and Proposal, attached hereto as Exhibit A and Exhibit B. Consultant's annual compensation shall not exceed Fifty-five Thousand, Eight Hundred Dollars (\$55,800.00).

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

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

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

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement.

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 30 months, ending on June 30, 2018, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

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

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

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

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

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

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

5.0. INSURANCE

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

- (a) Broad-form commercial general liability, in a form at least as broad as ISO form #CG 00 01 11 88, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California and Employers Liability Insurance with a minimum limit of \$1,000,000 per accident. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Consultant for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

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

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

The Consultant shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance,

and shall furnish a Certificate of Insurance to the Public Works Director/City Engineer before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the consultant to comply with this section.

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

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

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

- (a) Additional insureds: "The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Consultant pursuant to its contract with the City; products and completed operations of the Consultant; premises owned, occupied or used by the Consultant; automobiles owned, leased, hired, or borrowed by the Consultant."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Consultant's insurance coverage shall be primary insurance as respects the City of Placentia, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Placentia shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Placentia, its officers, officials, agents, employees, and volunteers.
- (e) The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to

which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

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

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

6.0. GENERAL PROVISIONS

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

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

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

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

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

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

IF TO CONSULTANT:

Empire Media Production Services
212 San Gabriel Ln.
Placentia, CA 92870
Tel: (714) 393-7883

Attn: Dan Fenstermaker

IF TO CITY:

City of Placentia
401 E. Chapman
Placentia, CA 92870
Tel: (714) 993-8234

Attn: Eddie De La Torre

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

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

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

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

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

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

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

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

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, 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. 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, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized

representative, at no additional cost to the City. Consultant or Consultant's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

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

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

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

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

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

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

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental

beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

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

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

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

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

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

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

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

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

CITY OF PLACENTIA,
A municipal corporation

Mayor

Date: _____

CONSULTANT

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

ATTEST:

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

APPROVED AS TO FORM:

City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Risk Management

Date: _____

APPROVED AS TO CONTENT:

Project Manager

Date: _____

EXHIBIT A
REQUEST FOR PROPOSALS

EXHIBIT B
CONSULTANT'S PROPOSAL

EXHIBIT C

CERTIFICATES OF INSURANCE

PRICING PROPOSAL FORM

MEDIA PRODUCTION SERVICES

(PLACE THIS FORM ON A SEPARATE ENVELOPE)

Provide hourly rates, along with estimated annual pricing in accordance with the City's current requirements, as set forth in the Scope of Work. Proposer should use a separate form to state pricing for any added value.

Pricing shall remain firm for a minimum of two (2) years. Any and all requests for pricing adjustments for follow-on contract renewal periods shall be provided no later than sixty (60) days prior to the end of the contract period. Any such proposed price adjustments shall not exceed The Bureau of Labor Statistics Consumer Price Index (CPI) data for Los Angeles-Riverside-Orange County, CA, All Items, Not Seasonally Adjusted, "annualized change comparing the original proposal month and the same month in the subsequent year. (This information may be found on the U.S. Department of Labor's website at www.bls.gov.)

Employee	Hourly Rate	Hours Worked in a Week	Annual Hours	Total Cost
Eric Lowy	\$30/hr	28	1400	\$42,000
Eric Hood	\$23/hr	12	600	\$13,800

Total Estimated Annual Price: July 1st – June 30th	\$ 55,800
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Please provide a time estimate for response to calls for unscheduled video/production services on an as-needed basis and specify any fees or costs associated with such calls.

Contractor represents that it, its employees and subcontractors have all licenses, insurance, permits, qualifications, and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Compensation for the above services shall be based on the actual amount of time spent in adequately performing the Services, and shall be billed at the hourly rate(s) for the positions described.

Invoices shall be submitted to the City monthly as performance of the Services progresses. City shall review and pay the approved charges on such invoices in a timely manner.



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: INTERIM CITY ADMINISTRATOR

FROM: SENIOR MANAGEMENT ANALYST

DATE: DECEMBER 15, 2015

SUBJECT: **PURCHASE OF REPLACEMENT DESKTOP COMPUTERS**

FISCAL
IMPACT: EXPENSE: NOT-TO-EXCEED \$30,000
OFFSETTING REVENUE: BUDGETED \$30,000 (333523-6899/30029-6899)

SUMMARY:

The City of Placentia's computer systems are evaluated annually to determine their continued usefulness and serviceability. As part of the Fiscal Year 2015-16 budget, Staff proposed the purchase of 40 computers. Currently, 30 computers use the XP operating system which is no longer supported by Microsoft. This action approves the purchase of 40 HP computers under the National Association of State Procurement Officials ValuePoint Cooperative Program (NASPO) from Golden Star Technology, Inc. (GST) in an amount not-to-exceed \$30,000. The funds necessary for the purchase are budgeted in the current Fiscal Year.

RECOMMENDATION:

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

1. Authorize the use of the NASPO Cooperative Program for the purchase of 40 HP Computers and necessary equipment from GST in an amount not-to-exceed \$30,000.

DISCUSSION:

The City currently has an inventory of 126 computers (not including the Mobile Data Computers used in Police patrol cars). Of the 126 computers, 30 currently use the Microsoft Windows XP operating system which is no longer supported by Microsoft. As a result, the City is not able to rely on Microsoft for technical support. Consistent with best management practices, Staff believes that it is in the best interest of the City to replace the 30 outdated computers with new systems. In addition to these computers, there has been an increased need for workstations throughout the agency. Staff is requesting 10 additional computers to accommodate this need. Section 3.08.070 of the Placentia Municipal Code provides that the City Council may authorize the acquisition of supplies, equipment or services through a joint powers or other cooperative purchasing program with a public entity or association of public agencies. The NASPO Cooperative Program has been approved for use by governmental entities within the State of California. This includes all state agencies and local entities (cities, counties, school districts, universities, etc.) that are empowered to expend public funds for acquisition of information

1.j.

December 15, 2015

technology goods and services. Pursuant to the requirements of Section 3.08.070, Staff has determined that utilization of the NASPO Cooperative Program to purchase 40 HP computers is acceptable and will adequately protect the public interest in that the total cost of the equipment is likely to be less than could be obtained through an independent City competitive process.

FISCAL IMPACT:

This expense was budgeted as part of the Fiscal Year 2015-16 budget. No additional funds are requested for this project.

Prepared by:



Eduardo De La Torre
Senior Management Analyst

Reviewed and approved:



Stephen D. Pischel
Director of Administrative Services

Reviewed and approved:



Linda Magnuson
Chief Financial Officer

Reviewed and approved:



Damien R. Arrula
Interim City Administrator

Attachment:

1. Quotation from GST



Golden Star Technology, Inc.
 DBA: GST
 12881 166th Street, Cerritos
 CA 90703, USA
 t. 800-833-0128 f. 562-345-8714
<http://www.gstes.com>

Quotation

Date Dec 10, 2015	Expiration Date Jan 10, 2016
Doc # GSTQ128349-04	
GST Sales Rep Joy Dohring 562-345-8776 jdohring@gstes.com	

Customer Info

CITY OF PLACENTIA
 Eduardo DeLaTorre
 401 EAST CHAPMAN AVE
 PLACENTIA, CA 92870
 US

Bill To

CITY OF PLACENTIA
 Eduardo DeLaTorre
 401 EAST CHAPMAN AVE
 PLACENTIA, CA 92870
 US

Ship To

CITY OF PLACENTIA
 Eduardo DeLaTorre
 401 EAST CHAPMAN AVE
 PLACENTIA, CA 92870
 US

Phone 714-993-8117
 Fax

Phone 714-993-8117
 Fax

Phone 714-993-8117
 Fax

Revision 12/10/15 JS

P.O. Number	Terms	Ship Via	Carrier Account #
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Net 30

Item	Description	MFR	Part #	Qty	Tax	U. Price	Total
1	L6G12AV PRODESK 400 G2.5 SFF M7P57AV INTEL CORE I3-4170 3.7G 3M HD 4400 CPU L8C91AV#ABA W8.1P DOWNGRADE TO W7P 64BIT OS G7D28AV ENERGY STAR QUALIFIED LABEL L8F53AV PRODESK 400 SFF BRNZ G3 180W CHASSIS L6H21AV 8GB 1X8GB DDR3-1600 DIMM RAM L6G73AV 500GB 7200RPM SATA 6G 3.5I HDD L6G79AV 9.5MM SLIM DESKTOP SUPERMULTI DVDRW ODD L8F30AV#ABA USB KEYBOARD ME L8F49AV USB MOUSE L8F55AV SINGLE UNIT SFF PACKAGING L8D04AV#ABA PRODESK 400 COUNTRY KIT L8F20AV#ABA11/11 400 SFF WARR US ENGLISH LOCALIZATION	HP	L6G12AV-8GB-CIT87 0	40	Y	\$481.20	\$19,248.00
2	Extended service agreement - parts and labor (for small form factor) - 3 years - on-site - CTO	HP	L8F22AV#ABA	40	N	\$64.16	\$2,566.40
3	HP V241p 23.6-IN LED Display	HP	K0Q34A8#ABA	20	Y	\$128.35	\$2,567.00
4	\$4 E-WASTE RECYCLING FEE (>=15" and <35")	GST	EWASTE0004\$	20	N	\$4.00	\$80.00

Terms and Conditions

This price list is a quotation only and is not an order or offer to sell. No contract for sale will exist unless and until a purchase order has been issued by you and accepted by Golden Star Technology ("GST"). The prices contained in this quote may not be relied upon as the price at which GST will accept an offer to purchase products unless expressly agreed to by GST in writing. Products quoted were selected by GST based on specifications available at the time of the quotation. Product specifications may be changed by the manufacturer without notice. It is your responsibility to verify product conformance to specifications of any subsequent contract. All products are subject to availability from the manufacturer.

Item	Description	MFR	Part #	Qty	Tax	U. Price	Total
5	Install and Imaging		GST-SVCK	40	N	\$75.00	\$3,000.00

CIT870 DE LA TORRE HP PRODESK, MONITOR & INSTALL
 CONTRACT:NASPO VALUEPOINT(WSCA-NASPO) MNWNC-115
 FREE GROUND SHIPPING
 Joy Dohring | Inside Sales Support Representative (LA/Central CA)
 GST | Golden Star Technology, Inc.
 12881 186th Street | Cerritos, CA 90703
 T: 562.345.8786 | F: 562.345.8718
 jdohring@gstes.com | www.gstes.com

SubTotal	\$27,461.40
Taxable	\$21,815.00
Tax (8.00 %)	\$1,745.20
Shipping	\$0.00
Total	\$29,206.60

Thank you! We value your business and look forward to working with you.

Terms and Conditions

This price list is a quotation only and is not an order or offer to sell. No contract for sale will exist unless and until a purchase order has been Issued by you and accepted by Golden Star Technology ("GST"). The prices contained in this quote may not be relied upon as the price at which GST will accept an offer to purchase products unless expressly agreed to by GST in writing. Products quoted were selected by GST based on specifications available at the time of the quotation. Product specifications may be changed by the manufacturer without notice. It is your responsibility to verify product conformance to specifications of any subsequent contract. All products are subject to availability from the manufacturer.



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: INTERIM CITY ADMINISTRATOR

FROM: CHIEF OF POLICE

DATE: DECEMBER 15, 2015

SUBJECT: **RESPONSE TO 2014-2015 GRAND JURY REPORT, "THE ORANGE COUNTY ANIMAL SHELTER: THE FACILITY, THE FUNCTION, THE FUTURE."**

FISCAL
IMPACT: NONE

SUMMARY:

The Orange County Grand Jury (the "Jury") issued a final report for 2014-2015 titled, "The Orange County Animal Shelter: the Facility, the Function, the Future." The report includes numerous findings and recommendations based on the Jury's investigation into the operations at the County-run facility. The report has requested that the City respond to Recommendation R-4, which asks contracting cities to review their long term commitment to be part of Orange County Animal Care as opposed to pursuing animal care opportunities on their own or joining with neighboring cities that have shelters; and to demand that the County provide a viable plan for construction of a new facility to evaluate as part of their commitment review. The City agrees that Recommendation R-4 requires further analysis and in fact is already actively collaborating with other North Orange County cities to identify an alternative solution to the current animal shelter system.

RECOMMENDATION:

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

1. Authorize the Mayor to execute the letter to the Presiding Judge of the Superior Court, that responds to the findings and recommendations to the 2014-2015 Orange County Grand Jury Report entitled "The Orange County Animal Shelter: the Facility, the Function, the Future."

DISCUSSION:

On May 21, 2015, the Orange County Grand Jury issued a final report for 2014-2015 titled, "The Orange County Animal Shelter: the Facility, the Function, the Future." The report includes numerous findings and recommendations based on the Jury's investigation into the operations at the Orange County Animal Shelter (OCAC). The report designates what entity or person must respond to each finding and/or recommendation. In this case, they have requested that the Mayor respond to recommendation R4 of the report. This recommendation asks contracting

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December 15, 2015

cities to review their "long term commitment" to the shelter and to demand that the County provide a viable plan for construction of a new facility.

The Grand Jury indicates that the reasons for their present study are: 1) Three previous Jury reports discussed the need for a new Animal Shelter facility; 2) The Jury received complaints from residents, shelter employees, and humane organizations asking them to investigate; and 3) The Jury received statements from one or more of the contract cities that they may pursue other shelter options due to the County's inaction and delays relative to construction of a new shelter facility.

In summary, the Jury concludes that, "The 74-year-old facility is rundown, overcrowded, and unable to sustain the primary responsibility of OCAC: compassionate care of the County's companion animals. The old dilapidated, inadequate facility fails to provide a safe, clean environment for staff, volunteers, and the public, and it is unable to provide adequate care of the animals."

The Jury made four findings and four recommendations relating to the condition of the facility and the plans for construction of a new facility. None of the findings are applicable to the City of Placentia, and one recommendation requires a response from the contract cities, including the City of Placentia.

Pursuant to California Penal Code Section 933, any public agency which the Grand Jury has reviewed, and about which it has issued a final report, is required to comment to the Presiding Judge of the Superior Court on the findings and recommendations pertaining to matters under the control of the agency. Staff has prepared a draft response based on the instructions provided for Council's consideration.

Prepared by:

Reviewed and approved:



Ward Smith
Chief of Police

Damien R. Arrula
Interim City Administrator

Attachments:

1. Orange County Grand Jury Report – The Orange County Animal Shelter: the Facility, the Function, the Future
2. Proposed Response Letter to the Honorable Glenda Sanders

**THE ORANGE COUNTY
ANIMAL SHELTER:
THE FACILITY, THE FUNCTION,
THE FUTURE**

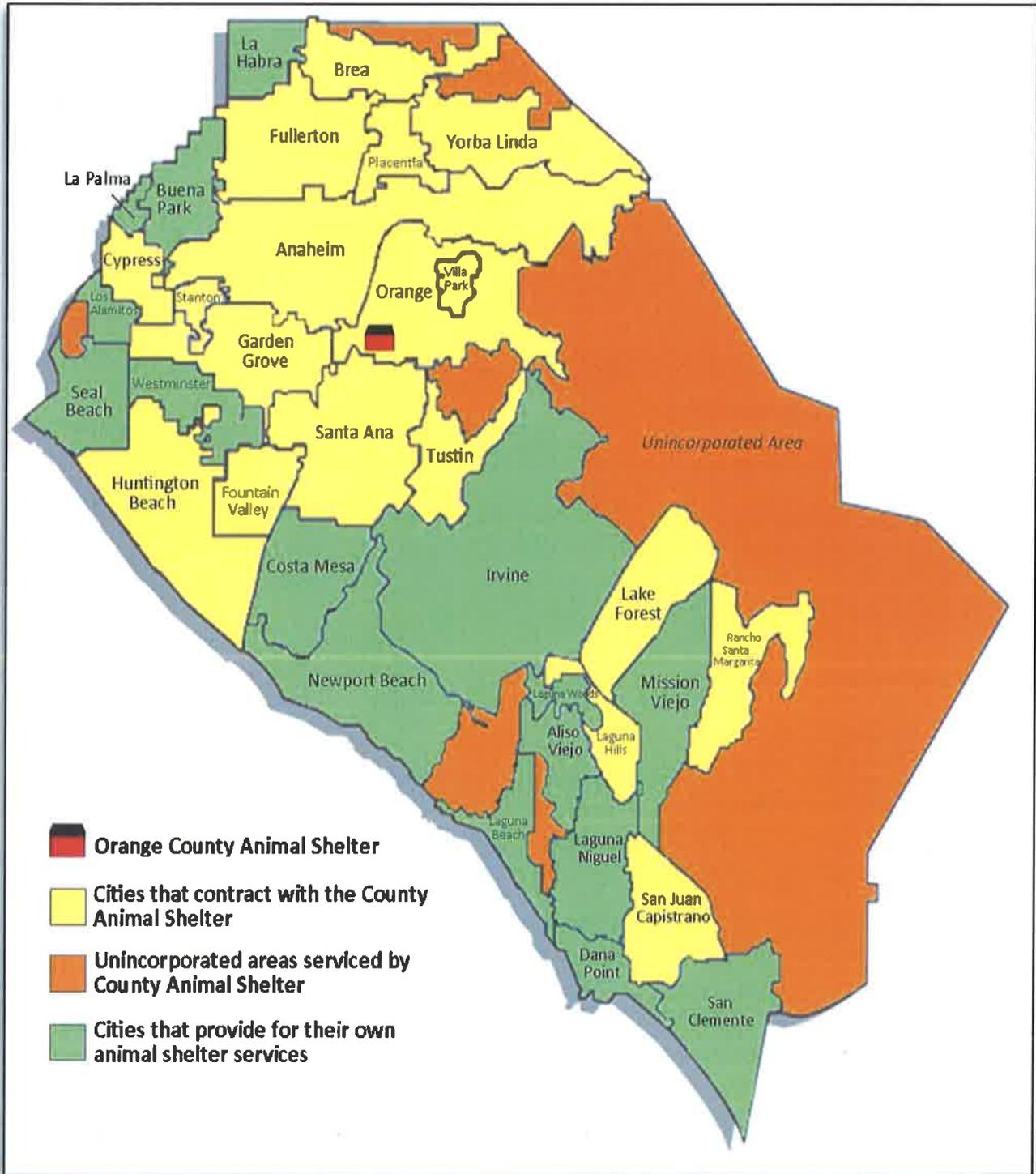


GRAND JURY 2014-2015

**“Ever occur to you why some of us can be this much concerned with animals suffering? Because government is not. Why not? Because animals do not vote.”
Paul Harvey**

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County and City Service Areas for Animal Shelter

EXECUTIVE SUMMARY

Orange County Animal Care (OCAC) is charged with caring for lost and abandoned animals from the unincorporated areas of Orange County (County) as well as from the 18 cities that contract with the County for animal shelter services. The Orange County Animal Shelter (Animal Shelter) was built seven decades ago. Today, the 74-year-old facility is rundown, overcrowded, and unable to sustain the primary responsibility of OCAC: compassionate care of the County's companion animals. The old, dilapidated, inadequate facility fails to provide a safe, clean environment for staff, volunteers, and the public, and it is unable to provide adequate care of the animals.

For more than 20 years, the Orange County Board of Supervisors (BOS) has been keenly aware of the real and immediate need for a new shelter facility. In fact, in 1995 the BOS set aside seed money (\$5 million) for the construction of a new animal shelter and directed County executives to move forward with the project. To date, nothing substantive has been accomplished toward achievement of this task.

In 1999, when the United States Marine Corps closed the Tustin Air Station, the County agreed to accept from the Department of the Navy (DoN) a five-acre site at the Marine base for a future animal shelter facility. However, long-lingering environmental clean-up issues still need to be addressed by the DoN before conveyance of the property can take place. Environmental mitigation of contaminated ground water at the site has been underway for 15 years, and the DoN cannot even predict a completion date. Meanwhile, the County has deferred any action with regard to the new shelter, preferring to wait for completion of the DoN's clean-up of the Tustin site. The County has no backup plan or secondary site selected despite possible locations such as County-owned property at the James A. Musick Facility, County-owned property at the Irvine Great Park, or sites in unincorporated Ladera Ranch.

BACKGROUND

Eighteen Orange County cities contract with the County of Orange Community Resources Department (OCCR) for shelter services. These contracts are "evergreen" (automatically renewing), but either party may opt out with a six-month notice. The remaining 16 county cities either have their own shelter, or contract with other cities, or humane groups for animal care services.

In 1941, the County built the Orange County Animal Shelter (Animal Shelter) on County-owned property in the City of Orange to serve a County human population of 200,000. Today, the combined population of the 18 contract cities plus the unincorporated areas of the County served by the Animal Shelter is ten times larger: 2,100,000 (US Census Bureau 2010, 2013). The Census estimates that this population reflects approximately *350,000 households with at least one pet* (US Census State & County Quick Facts, 2013).

Every California county with a population exceeding 500,000 has more than one animal shelter facility. (Alphabetical List, 2014) Orange County is the exception, having one shelter facility despite the geographic and demographic need for multiple shelters.

The Animal Shelter facility is 74 years old and is in utter disrepair. Over time, the shelter's expansion has been limited to the piecemeal placement of sheds, gazebos, lean-tos, trailers, and miscellaneous pre-fabricated units. Structural integrity, cleanliness, and sanitation continue to be compromised and pose serious risks to human as well as animal health (JVR Shelter Strategies, 2014; UC Davis Report, 2008).

The 2014/15 budget for OCAC is \$17,862,307. OCAC is virtually self-supporting through fees generated from the 18 contract cities and the unincorporated areas with occasional contributions from the County's general fund. The contract cities pay the County for services provided, primarily picking up of dead or injured animals and animal licensing services. The contracting city also pays the County for its stray animals that are impounded at the Animal Shelter. The cities are billed by the County in arrears for these services on a quarterly basis. These fees do not cover the costs of any capital outlay. Thus, the contracting cities do not contribute toward the costs of animal shelter structures, buildings, kennels, or the veterinarian medical clinic. When contacted by the Grand Jury in connection with this report, several of the contract cities explained that they had explored the feasibility of establishing their own animal shelter facility but had found this alternative to be more costly than continuing to contract with the County.

REASON FOR THE STUDY

1. There have been three prior Grand Jury reports discussing the need for a new Animal Shelter facility:
 - a. The 1999/2000 OC Grand Jury report observed: "The Animal Care facility is aging badly... a new facility should be state of the art..." (Orange County Grand Jury, 2000)
 - b. Finding #13 of the 2003/04 OC Grand Jury report stated "Unless Animal Care Services (ACS) is able to provide for the expansion of the Animal Shelter, ACS may have to limit the services it provides or the number of animals it accommodates." In response, the County disagreed wholly with the finding and stated that "the recommendation will not be implemented because it is *not warranted*." (Italics added.) (Orange County Grand Jury, 2004)
 - c. Finding #2 of the 2007-2008 OC Grand Jury report states, "The Orange County Animal Shelter is faced with a growing animal population problem that exceeds the capacity of the County Shelter..." In response, the County concurred with this Finding. (Orange County Grand Jury, 2008)
2. The Grand Jury received complaints during its initial inquiry from County residents, from current and former shelter employees (including high level animal shelter staff), and from County humane organizations asking the Grand Jury to investigate.
3. The Grand Jury received statements from some of the OCAC contract cities that they may pursue other shelter options due to the County's inaction and delays relative to construction of a new shelter facility.

METHODOLOGY

The Grand Jury interviewed a number of public officials, conducted site visits to local shelters, and researched existing studies and reports on animal care in Orange County and other California counties. Analysis and confirmation of facts led to detailed findings and conclusions. The following lists provide specific examples of key contact sources evaluated in generating this report.

Interviews

1. Current and former OCAC employees and staff, executive management of the shelter, veterinarians, and contract veterinarians;
2. County executives, including representatives from the offices of the Chief Financial Officer, the County Executive Officer, the OCCR Department, the OC Performance Auditor, and the Auditor-Controller;
3. Vector Control staff;
4. OC Health Care medical staff;
5. Representatives of the County of Los Angeles animal care shelters;
6. Department of the Navy's Base Reallocation and Closure (BRAC) officials;
7. California Department of Toxic Substances Control; and
8. Officials of the County of Riverside Animal Shelter Services.

Site Visits

1. The Orange County Animal Shelter;
2. The Riverside County (Jurupa) Animal Shelter; and
3. The City of Mission Viejo Animal Shelter.

Previous Grand Jury Reports

The subject of Orange County Animal Care has been of interest to previous Grand Juries and reviewed in the following Grand Jury reports:

1. 1999/2000 "We Can Do Better... Improving Animal Care in Orange County."
2. 2003/2004 "The Orange County Animal Shelter– Are Improvements Needed?"
3. 2007/2008 "Is Orange County Going To The Dogs?"

Independent Reports on the OC Animal Shelter

1. UC Davis 2007, "The UC Davis Koret Shelter Medicine Program, Final Consultation Report, February 2, 2008" (UC Davis, 2007);

2. JVR Shelter Strategies, "Orange County Animal Care, Shelter Consultation Summary, June 16, 2014" (Robertson, 2014);
3. Performance Audit report ordered by the OC Board of Supervisors in May, 2014, and submitted to OC Internal Audit in October, 2014; and
4. Vector Control investigative reports (multiple) in 2012, 2013 & 2014.

Internet

1. U. S. Census 2010 and 2013; (US Census Bureau 2010, 2013)
2. 58 county animal care websites in California.

INVESTIGATION & ANALYSIS

In 1995, the BOS set aside \$5 million in seed money for the design and construction of a new animal shelter. There were a series of debits to this fund at a time when the animal care function was a division of the OC Health Care Agency. These debits were for preliminary consultant studies regarding possible facility designs, an environmental study, and architectural designs: all of which were ultimately abandoned. The remaining balance in the set-aside fund is now \$4.4 million.

In FY 2007/08, Animal Care Services was transferred from its historic home in the OC Health Care Agency to become a division of the newly created OCCR, and re-named Orange County Animal Care. OCCR assumed responsibility for all animal care services as well as for the development of a plan for a new shelter, obtaining participation agreements with the contracting cities, and constructing and operating a new facility or facilities. From 2007 to the present, however, no preliminary design, schematic plan, or conceptual drawings have been developed by OCCR for presentation to any of the contracting cities or to the BOS.

The Grand Jury contacted all of the 18 contracting cities, with the majority responding; and, discovered that they have declined to make any firm commitment to the County to pay their pro-rata share of the capital costs of constructing a new shelter without seeing the scope of the project. The County maintains it cannot afford to build a new facility unless the contracting cities make a commitment to fund the project. This Grand Jury then asked architectural design firms that specialize in animal shelter projects what a preliminary design might cost, and was told that, depending on the scope of the project (square footage, building footprint, site configuration, etc.), costs would range between \$25,000 and \$50,000. Thus, an extremely small portion of the \$5 million set-aside for the design and construction of a new shelter could have been expended to prepare schematic designs and conceptual drawings for presentation to cities throughout the County. Two County executives admitted to the Grand Jury that schematic plans and preliminary drawings of a new shelter would be quite helpful in presenting a proposal to the 18 contract cities and getting them to "buy into the project," but it had not occurred to the OCCR to have such preliminary designs prepared. The County and the 18 cities need to meet and discuss the design elements, but the County has made no attempt to initiate this process.

County officials have been pursuing an opportunity for a new shelter facility at the former United States Marine Corps Air Station-Tustin (MCAS-Tustin) for 15 years. Environmental clean-up of contaminated ground water at the site has delayed, and continues to delay conveyance of the site, from the DoN to the County. Representatives of the DoN have explained to the Grand Jury that while environmental mitigation at the site continues, there is no way to predict exactly when the site will be conveyed. The County has focused on the MCAS-Tustin site to the exclusion of any other potential site for a new facility. No site other than MCAS-Tustin, including any County-owned property, has been explored or seriously considered.

The DoN established the Restoration Advisory Board (RAB), when environmental mitigation began at MCAS-Tustin, to provide periodic updates regarding clean-up impacts to interested parties, such as the Community College District, the City of Tustin, and other entities to whom parcels would be conveyed upon completion of environmental mitigation. The Grand Jury has been unable to locate a record of any County of Orange representative ever attending these meetings.

Structural additions, alterations, and modifications at the Animal Shelter have occurred over the years. The City of Orange Community Development Department was not able to locate documentation of building permit issuance to the County for these structural additions, alterations, and modifications. This situation exposes the County to potential Uniform Building Code/California Title 24 violations and to other potential liabilities.

The 74-year-old main structure is built of unreinforced brick, and it seems doubtful the structure would survive any seismic event. One member of the BOS has explained to the Grand Jury that the County is unable to inspect the roof of the main structure for fear of its collapse.

There are no standard or regularly scheduled inspections of the Animal Shelter. The Grand Jury has found evidence of only one inspection ever conducted at the shelter: in December 2008, the California State Board of Veterinary Examiners inspected the veterinary clinic only, but not the entire facility. The veterinary clinic is a very small portion of the facility and would not be determinative in identifying shortcomings of the facility as a whole.

Section IV of the standard contract between the County and the 18 cities states, "The parties agree that there shall be a Financial/Operational Advisory Board to advise (the) County's Director of Animal Care on financial and operational matters... and to communicate with the Orange County City Manager's Association (OCCMA)." The seven members of the Advisory Board have been perpetually from the same cities and do not rotate among the 18 contract cities. The Advisory Board is scheduled to meet bimonthly and does not keep minutes.

FINDINGS

In accordance with California Penal Code Sections 933 and 933.05, the 2014-2015 County of Orange Grand Jury requires responses from each agency affected by

the findings presented in this section. The responses are to be submitted to the Presiding Judge of the Superior Court.

Based on its examination of the Agencies and Departments within the County of Orange government, the 2014-2015 Grand Jury has arrived at four principal findings, as follows:

- F-1** The Grand Jury has concluded that the County's lack of leadership, lack of commitment to animal care, and the prioritization of other Orange County Community Resources Department functions ahead of Orange County Animal Care are the primary reasons for failure to address the need of new Animal Shelter facilities.
- F-2** The 18 cities that contract with Orange County Animal Care for shelter services have not had an opportunity to contribute to capital costs for a new Animal Shelter facility, or facilities, because they have not been shown any conceptual plans or drawings of planned projects with cost estimates.
- F-3** The County has not developed any viable conceptual plan for a new animal shelter facility at the Marine Corps Air Station-Tustin, or at any other location, for presentation to the 18 contracting cities despite the cities' need to see plans before committing to support the project.
- F-4** Multiple county animal shelters are the standard throughout California counties of similar geographic size and population. In the event of a shutdown at the Orange County Animal Shelter because of quarantine, earthquake, or other disaster, animal-care services in the unincorporated areas of Orange County and the contract cities would cease.

RECOMMENDATIONS

In accordance with California Penal Code Sections 933 and 933.05, the 2014-15 Grand Jury requires responses from each agency affected by the recommendations presented in this section. The responses are to be submitted to the Presiding Judge of the Superior Court.

Based on its investigation of Orange County Animal Care, the 2014-2015 Orange County Grand Jury makes the following four recommendations:

- R-1** The Orange County Board of Supervisors, County Executive Officer, and Director of Community Resources should place a high priority on the design and construction of new, adequately sized, staffed, and funded animal shelter facilities; and should pursue this long overdue project until such time that construction is completed. **(F-1, F-4)**
- R-2** The Orange County Board of Supervisors should investigate and analyze the advisability and feasibility of selecting two or three sites for construction of animal care shelters to provide services accessible to all parts of the County. **(F-4)**

- R-3** The Orange County Executive Officer should seriously evaluate designating a staff member with the assignment of facilitating the construction of a new Animal Shelter. This individual's tasks should include negotiating with the contracting cities for their capital contributions, release of requests for proposals for building and site designs, coordination with the Board of Supervisors for the County to self-finance the project, and any other project-manager tasks needed for the successful creation of a new shelter or shelters. (F-1, F-2, F-3, F-4)
- R-4** The 18 contracting cities need to review their long-term commitment to be part of Orange County Animal Care as opposed to pursuing animal-care opportunities on their own or joining with neighboring cities that have shelters. The contracting cities need to demand that the County provide them a viable plan with cost and schedule estimates for a new facility or facilities to evaluate as part of their commitment review. (F-4)

REQUIRED RESPONSES

The California Penal Code section 933 requires any public agency which the Grand Jury has reviewed, and about which it has issued a final report, to comment to the Presiding Judge of the Superior Court on the findings and recommendations pertaining to matters under the control of the agency. Such comment shall be made no later than 90 days after the Grand Jury publishes its report (filed with the Clerk of the Court); except that in the case of a report containing findings and recommendations pertaining to a department or agency headed by an elected County official (e.g. District Attorney, Sheriff, etc.), such comment shall be made within 60 days to the Presiding Judge with an information copy sent to the Board of Supervisors.

Furthermore, California Penal Code section 933.05 (a), (b), (c), details, as follows, the manner in which such comment(s) are to be made:

- (a) As to each Grand Jury finding, the responding person or entity shall indicate one of the following:
- (1) The respondent agrees with the finding.
 - (2) The respondent disagrees wholly or partially with the finding, in which case the response shall specify the portion of the finding that is disputed and shall include an explanation of the reasons therefore.
- (b) As to each Grand Jury recommendation, the responding person or entity shall report one of the following actions:
- (1) The recommendation has been implemented, with a summary regarding the implemented action.
 - (2) The recommendation has not yet been implemented, but will be implemented in the future, with a time frame for implementation.
 - (3) The recommendation requires further analysis, with an explanation and the scope and parameters of an analysis or study, and a time frame for

the matter to be prepared for discussion by the officer or head of the agency or department being investigated or reviewed, including the governing body of the public agency when applicable. This time frame shall not exceed six months from the date of publication of the Grand Jury report.

- (4) The recommendation will not be implemented because it is not warranted or is not reasonable, with an explanation therefore.
- (c) If a finding or recommendation of the Grand Jury addresses budgetary or personnel matters of a county agency or department headed by an elected officer, both the agency or department head and the Board of Supervisors shall respond if requested by the Grand Jury, but the response of the Board of Supervisors shall address only those budgetary /or personnel matters over which it has some decision making aspects of the findings or recommendations affecting his or her agency or department.

Comments to the Presiding Judge of the Superior Court in compliance with Penal Code section 933.05 are required from:

Requested Responses:

Responses to **F-1** and **F-4** are requested from the County Executive Officer.

Responses to **F-1**, **F-2**, **F-3**, and **F-4** are requested from the Director of Orange County Community Resources.

Responses to Recommendations **R-1** and **R-3** are requested from the County Executive Officer.

Required Responses:

Response to **F-4** is required from the Orange County Board of Supervisors.

Responses to Recommendations **R-1** and **R-2** are required from the County Board of Supervisors.

Responses to Recommendation **R-4** are required from the Mayors of the 18 Animal Shelter contract cities (listed below):

The City of Anaheim

The City of Brea

The City of Cypress

The City of Fountain Valley

The City of Fullerton

The City of Garden Grove

The Orange County Animal Shelter: the Facility, the Function, the Future

The City of Huntington Beach

The City of Laguna Hills

The City of Lake Forest

The City of Orange

The City of Placentia

The City of Rancho Santa Margarita

The City of San Juan Capistrano

The City of Santa Ana

The City of Stanton

The City of Tustin

The City of Villa Park

The City of Yorba Linda

See also Response Matrix below for summary of required responses.

The Orange County Animal Shelter: The Facility, The Function, The Future

RESPONSE MATRIX									
RESPONDENTS		Findings				Recommendations			
		F1	F2	F3	F4	R1	R2	R3	R4
1	County Chief Executive Officer	X			X	X		X	
2	Director of Orange County Community Resources	X	X	X	X				
3	Orange County Board of Supervisors				X	X	X		
4	Mayor City of Anaheim								X
5	Mayor City of Brea								X
6	Mayor City of Cypress								X
7	Mayor City of Fountain Valley								X
8	Mayor City of Fullerton								X
9	Mayor City of Garden Grove								X
10	Mayor City of Huntington Beach								X
11	Mayor City of Laguna Hills								X
12	Mayor City of Lake Forest								X
13	Mayor City of Orange								X
14	Mayor City of Placentia								X
15	Mayor City of Rancho Santa Margarita								X
16	Mayor City of San Juan Capistrano								X
17	Mayor City of Santa Ana								X
18	Mayor City of Stanton								X
19	Mayor City of Tustin								X
20	Mayor City of Villa Park								X
21	Mayor City of Yorba Linda								X

REFERENCES

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<http://www.alphalists.com>
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- Orange County Grand Jury (2004). *The Orange County Animal Shelter—Are Improvements Needed?* Santa Ana, CA.
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- Robertson, J., Aziz, C., Butler, V.(2014, June 16). *Orange County Animal Care Shelter Consultation Summary June 16, 2014*. JVR Shelter Strategies, LLC.
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- U.S. Census Bureau (2010, 2013). Retrieved from: www.census.gov 2010 and www.census.gov 2010
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www.quickfacts.census.gov/qfd/index.html

The People are the City

Mayor
JEREMY B. YAMAGUCHI

Mayor Pro Tem
CRAIG S. GREEN

Councilmembers:
SCOTT W. NELSON
CONSTANCE M. UNDERHILL
CHAD P. WANKE



City Clerk:
PATRICK J. MELIA

City Treasurer
KEVIN A. LARSON

Interim City Administrator
DAMIEN R. ARRULA

401 East Chapman Avenue – Placentia, California 92870

December 15, 2015

The Honorable Glenda Sanders
Presiding Judge of the Superior Court
700 Civic Center Drive West
Santa Ana, CA 92701

Dear Judge Sanders:

SUBJECT: City of Placentia Response to Grand Jury Report: "The Orange County Animal Shelter: the Facility, the Function, the Future."

This letter is in response to the 2014-15 Orange County Grand Jury Report entitled, "*The Orange County Animal Shelter: the Facility, the Function, the Future.*" The Placentia City Council has reviewed the content of the report, and, on December 15, 2015, authorized the following response. The Report required that the City of Placentia respond only to Recommendation R-4.

Grand Jury Recommendation 4 (R-4): The eighteen (18) contracting cities need to review their long-term commitment to be part of Orange County Animal Care as opposed to pursuing animal-care opportunities on their own or joining with neighboring cities that have shelters. The contracting cities need to demand that the County provide them a viable plan with cost and schedule estimates for a new facility or facilities to evaluate as part of their commitment review.

Response: The City of Placentia has and will continue to review and evaluate its long-term commitment to Orange County Animal Care as its service provider for animal sheltering and field service. The recommendation requires further analysis to determine the benefits of a countywide animal shelter/animal control or smaller animal shelters and animal control enforcement on a more localized level. Prior to any decision being made to participate financially in the construction of a new facility or facilities, the City will request information from the County related to cost and schedule estimates.

Thank you for the Grand Jury's vigilance in maintaining open and transparent government; we appreciate the opportunity to respond to this Report.

Sincerely,

Jeremy B. Yamaguchi,
Mayor

cc: Paul S. Borzcik, Foreman
2014-2015 Orange County Grand Jury
700 Civic Center Drive West
Santa Ana CA 92701



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: INTERIM CITY ADMINISTRATOR

FROM: CHIEF FINANCIAL OFFICER

DATE: DECEMBER 15, 2015

SUBJECT: **RESOLUTION APPROVING STATEMENT OF INVESTMENT POLICY FOR 2016**

FISCAL

IMPACT: NONE

SUMMARY:

Submitted for the City Council's review and approval is the Statement of Investment Policy for the 2016 calendar year. The proposed investment policy states the goals of the City's investment activities, the types of investments in which the City is allowed to invest its funds and the reporting requirements.

This year the Statement of Investment Policy has been separated from the resolution and rewritten. The new policy was created in accordance with the guidelines outlined by the California Municipal Treasurer's Association (CMTA) Investment Policy Certification Program. The CMTA is solely focused on public agency treasury management in the State of California which lends itself to the City's investment requirements and goals. As a result, this policy is more comprehensive than the policies from previous years. In addition, the policy has been prepared with the assistance and approval of the City Treasurer. There are numerous changes and additions to the Policy. The new and updated sections in the policy include:

- **Scope** – states that the policy pertains to all of the City's funds.
- **Objective** – descriptions of Safety, Liquidity, and Yield have been enhanced and updated.
- **Prudent Investor Standard** – states that the City's authorized investors will act in a prudent manner as defined by "The Prudent Person Standard."
- **Delegation of Authority** – authorizes who can perform treasury duties on the City's behalf
- **Ethics** - addresses ethics and conflicts of interest of those who manage the City's investment of funds.
- **Authorized Financial Dealers and Institutions** – defines how investment dealers and brokers will be selected and retained.
- **Authorized & Suitable Investments** - A matrix which shows authorized investments and portfolio limitations.
- **Investment Pools** – description of government sponsored investment pools and review process when investing in them. It should be noted that the Local Agency Investment

1.1.

December 15, 2015

Fund (LAIF) and the Orange County Investment Pool have been included in the list of eligible investments. The City currently invests in LAIF and is considering the possibility of joining the Orange County Investment Pool.

- **Prohibited Investments** – Investments that are prohibited have been listed.
- **Collateralization** – requirements have been clearly defined.
- **Diversification** – The goal of diversifying investments has been addressed.
- **Safekeeping and Custody** – These requirements have been redefined.
- **Reporting** – Clearly defines what should be included in the monthly Treasurer's Report.
- **Internal Control** – Defines the role of internal control as it relates to the City's investment practices.
- **Annual Management Review and Audit** – defines the audit requirement for the City's Investment Policy, practices, procedures and portfolio management.

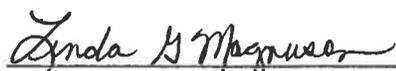
In addition to these sections being added to the Policy, Appendix A and B have been added. Appendix A is a listing and description of various investment instruments included in the Policy. Appendix B is the Broker Dealer Questionnaire which is used to qualify investment broker/dealers for the City's use.

RECOMMENDATION:

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

1. Adopt Resolution No. R-2015-___, A Resolution of the City Council of the City of Placentia, Acknowledging the Receipt and Filing of the Annual Statement of Investment Policy for the Year 2016.

Prepared by:



Linda G. Magnuson
Chief Financial Officer

Reviewed and approved:



Kevin Larson
City Treasurer

Reviewed and approved:



Damien R. Arrula
Interim City Administrator

Attachments:

1. Resolution No. R-2015-_____
2. Statement of Investment Policy, 2016

RESOLUTION NO. R-2015-XX

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF PLACENTIA ACKNOWLEDGING THE
RECEIPT AND FILING OF THE ANNUAL STATEMENT
OF INVESTMENT POLICY FOR THE YEAR 2016.

A. Recitals

(i) California Government Code §53646 provides that the Treasurer or Chief Financial Officer of the City of Placentia may annually provide a Statement of Investment Policy to the City Council and the Financial Audit Committee.

(ii) The Chief Financial Officer and the City Treasurer of the City of Placentia have prepared for approval the attached Statement of Investment Policy for 2016.

(iii) All legal prerequisites to the adoption of this Resolution have occurred.

B. Resolution

NOW, THEREFORE, the City Council of the City of Placentia hereby finds, determines and resolves as follows:

1. The attached Statement of Investment Policy for the City of Placentia hereby is adopted for the calendar year 2016, in compliance with California Government Code §53646.

2. The Chief Financial Officer shall provide the Annual Statement of Investment Policy to each member of the Financial Audit Committee.

PASSED, APPROVED AND ADOPTED on the 15th day of December, 2015.

JEREMY B. YAMAGUCHI, MAYOR

**CITY OF PLACENTIA
STATEMENT OF INVESTMENT POLICY
2016**

INVESTMENT POLICY OVERVIEW

The Statement of Investment Policy ("Policy") is intended to provide guidelines for the prudent investment of the City of Placentia's ("City") temporarily idle cash and to outline the policies for investing funds. It is the City's policy to invest public funds in a manner which will provide foremost for the safety of the principal while meeting the short and long-term cash flow demands of the City. The ultimate goal is to enhance the economic status of the City while protecting its pooled funds in accordance with the applicable local, state and federal laws.

Annually, in accordance with California Government (CGC) Section 53646(a)(2), the City Council is presented a Statement of Investment Policy (Policy) for consideration and approval at a public meeting.

PURPOSE

This Policy sets forth the policies which shall govern the investment of the City's funds. It will be used by the City Treasurer, other City Officials and staff as well as all other third-party providers of investment or investment related services. Its purpose is to direct the prudent investment and protection of the City's funds and investment portfolio, in compliance with the requirements of California Government Code Section 53600 et. seq.

INVESTMENT OBJECTIVES

It is the policy of the City to invest funds in a manner which will provide for the preservation of capital while meeting the daily cash flow requirements of the City and attaining a reasonable rate of return within an acceptable and defined level of risk.

An overriding requirement is compliance with all Federal, State and local laws governing the investment of City funds, and as specified in the CGC Section 53600.5, when investing, reinvesting, purchasing, acquiring, exchanging, selling, and managing public funds, the primary objectives, in priority order of the investment activities shall be:

- a. **SAFETY:** Safety of principal is the foremost objective of the investment program. Investments of the City shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective is to mitigate credit risk and interest rate risk.

- Credit Risk is the risk of loss of principal due to the failure of the security issuer. Credit Risk can be mitigated by:
 - Limiting investments to the safest types of securities
 - Prequalifying accountants, auditors, financial institutions, broker/dealers, financial advisors, and other outside consultants with which the City does business.
 - Diversifying the investment portfolio so that potential losses are minimized.
- Interest Rate Risk is the risk that the market value of securities will fall due to a rise in general market interest rates. It is the policy of the City to hold individual securities to maturity in an effort to meet liquidity demands. Interest rate risk can be mitigated by:
 - Holding individual securities to maturity – Structuring the investment portfolio so that securities mature to meet cash flow requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity.
 - Employing a laddering strategy whereby staggering maturities of individual securities so that bonds come due in increments assuring an overall liquidity pattern.
 - Limiting maturities of individual securities and the average maturity of the overall portfolio.

b. **LIQUIDITY:** The investment portfolio will remain sufficiently liquid to enable the City to meet all operating requirements which might be reasonably anticipated.

c. **YIELD:** The investment portfolio shall be designed with the objective of achieving a competitive market rate of return or yield, while taking into account the investment risk constraints and liquidity needs. The core investments shall be limited to low risk securities to be held to maturity with the following exceptions:

- A security with declining credit may be sold early to minimize loss of principal.
- A security swap that would improve the quality, yield or target duration of the portfolio.
- The liquidity need of the portfolio requires a security to be sold.

PRUDENT INVESTOR STANDARD

The standard to be used by investment officials shall be that of a “prudent person” and shall be applied to the context of managing all aspects of the City’s investment portfolio.

The Prudent Person Standard

“The City Council, City Treasurer and others who are authorized to make investment decisions on behalf of those local agencies investing public funds pursuant to this chapter are trustees and therefore fiduciaries subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, and managing funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the City. Within the limitations of this Policy and considering individual investments as a part of an overall strategy, a trustee is authorized to acquire investments as authorized by law.”

ETHICS

Elected officials, City employees and any other individuals involved in the investment operations are prohibited from personal business activity that could conflict with the proper execution of the investment program, or which could impair the ability to make impartial investment decisions, or which could give the appearance thereof. Furthermore, these same individuals are prohibited from undertaking personal investment transactions with any individual with whom business is conducted on behalf of the City. Employees and investment officials are required to file annual disclosure statements as required for “public officials who manage public investments” (as defined and required by the Political Reform Act found in Government Code section 81000 et seq. and related regulations adopted by the, Fair Political Practices Commission (FFPC).

SCOPE

This Policy applies to all financial assets of the City.

The Policy applies to the following funds and is accounted for in the City’s Comprehensive Annual Financial Report (CAFR):

- A. General Fund
- B. Special Revenue
- C. Debt Service Funds
- D. Capital Improvement Funds
- E. Enterprise Funds
- F. Internal Service Funds
- G. Trust Funds

DELEGATION OF AUTHORITY

In accordance with the State of California Government Code § 53607, the City Council delegates investment authority to the City Treasurer for a period of one year and such investment authority must be renewed annually. Adoption of this Policy constitutes delegation of investment authority to the City Treasurer for the following year unless revoked in writing. The responsibility of the day-to-day investment of City funds will be the City Treasurer. In the Treasurer's absence, the Treasurer delegates investment authority to the Deputy City Treasurer (Chief Financial Officer) as allowable per California Government Code § 41006. The City Treasurer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS:

The City Treasurer will maintain a list of approved financial institutions to provide investment services to the City. All brokers and dealers that desire to become qualified bidders for investment transactions with the City must respond to the City's "Broker Dealer Questionnaire" (Appendix B) and submit related documents relative to eligibility. This includes a current audited financial statement, proof of state registration, proof of NASD registration and a certification they have received and reviewed the City's Investment Policy. An annual review of the financial condition and registrations of qualified broker/dealers will be conducted by the Treasurer.

AUTHORIZED & SUITABLE INVESTMENTS

Investments shall be made only in those instruments specifically authorized by California State laws (CGC §53600-53609), and to no greater an extent than those authorized by those laws.

The City's specific permitted investment guidelines are listed below. It should be noted that the City's permitted investments may be more restrictive than the State guidelines. A Glossary is provided in Appendix A.

Investment Type	Maximum Maturity	Maximum Percentage of Portfolio	Maximum Investment in One Issuer
US Treasury Bills, Notes and Bonds	5 Years	None	None
Federal Agency Obligations	5 Years	30%	15%
Negotiable Certificates of Deposit (CD's) or Time Deposits*	5 Years	30%	\$250,000
Non-Negotiable Certificates of Deposit (CD's) or Time Deposits*	5 Years	40%	\$250,000
Money Market Funds	N/A	20%	10%
Passbook Savings/Demand Deposits	N/A	None	None
Commercial Paper - rated highest quality by national ratings agencies	270 days	25%	10%
Bankers Acceptances	180 bankers days	30%	None
Local Agency Investment Fund (LAIF)	N/A	None	None
Orange County Investment Pool	N/A	None	None
Repurchase Agreements (Repos)	1 year	30%	None

**Denotes a collateral requirement either initially, or at a pre-determined threshold. Please refer to Collateral section of the Policy for specific requirements.*

PROHIBITED INVESTMENTS

State and Federal laws notwithstanding, any investment not specifically described herein including, but not limited to, reverse repurchase agreements, derivatives, options, futures, zero coupon bonds, inverse floaters, range notes, first mortgages or trust deeds, collateralized mortgage obligations (CMO's), limited partnerships, real estate investment trusts (REIT's), open-end mutual funds, closed-end mutual funds, mutual funds with a weighted average maturity greater than 180 days, unregulated and/or uninsured investment pools, common stock, preferred stock, commodities, precious metals, securities with high price volatility, limited marketability (less than three active bidders), securities that may default on interest payments and any other speculative investment deemed in appropriate under the Prudent Investor standard a strictly prohibited. In addition, any investment transaction that might impair public confidence in the City of Placentia's government is to be avoided.

COLLATERALIZATION

Collateralization is required on certificates of deposits and repurchase agreements. In order to anticipate market changes and provide a level of security for all funds, the collateralization level will be 110% of market value of principal and accrued interest. The City Treasurer may waive the collateral requirement for deposits up to the maximum dollar amount which are covered by the Federal Deposit Insurance

Corporation (FDIC) or the National Credit Union Administration (NCUA), currently \$250,000.

INVESTMENT POOLS

Government sponsored investment pools (Pools) are permitted under California Government Code Section 53635 and are an excellent short-term investment option for cash management purposes. These pools can provide safety, liquidity, and yield in a single diversified investment. However, thoughtful investigation and due diligence are required both initially at the time of joining and on an ongoing basis with analysis to determine that the investment pool is being managed in a manner consistent with the objectives of this Policy.

DIVERSIFICATION

The City recognizes diversification is an investment strategy that will mitigate risk in the investment portfolio. The City's investment portfolio shall be diversified to avoid incurring unreasonable and avoidable risks with regard to specific investment types. Within investment types, the City shall also maintain a mix of securities to avoid concentrations within individual financial institutions, geographic areas, industry types, and maturities.

The City will only invest in fixed rate, fixed maturity securities and, with the exception of U.S. Treasury securities or the Local Agency Investment Fund (LAIF), no more than 50 percent of the investment portfolio shall be invested in any single investment type or financial institution.

SAFEKEEPING AND CUSTODY

All City investments shall have the City of Placentia as its registered owner, and all interest and principal payments shall indicate the City of Placentia as payee. All securities will be held with a qualified financial institution, contracted by the City as a third party custodian with a separate custodial agreement (does not apply to insured Certificates of Deposit, money market funds or the Local Agency Investment Fund). All agreements and statements will be subject to review annually by external auditors in conjunction with their audit. All securities shall be acquired by the safekeeping institution on a "Delivery-vs-Payment" (DVP) basis. For Repurchase Agreements, the purchase may be delivered by book entry, physical delivery or by third-party custodial agreement consistent with the Government Code. The transfer of securities to the counterparty bank's customer book entry account may be used for book entry deliver. The City Treasurer or designee shall require a Broker Trade confirmation for all trades.

REPORTING

The City Treasurer will submit a monthly investment report to the City Council for review. This report will include the following elements:

1. Type of investment, issuer, maturity, par and dollar amount invested.
2. Weighted average maturity of investments
3. Funds managed by contracted parties including loans.
4. Market value and source of valuation
5. Description of compliance with Policy.
6. City's ability to meet six (6) months cash needs; or why not.

INTERNAL CONTROL

The City Treasurer shall be responsible for all investment transactions undertaken and shall establish a system of controls to regulate investment activities. Internal policies and procedures shall be developed to assure that appropriate controls are in place to document and confirm all transactions. A separate Investment Procedures Manual shall be established to assist staff with daily operations and shall be reviewed at least annually by the Treasurer. To provide further protection of the City's funds, written instructions require the City's bank to obtain verification of all wire transfers from two of the four following officers: City Mayor, City Treasurer, City Administrator, or Chief Financial Officer.

ANNUAL MANAGEMENT REVIEW AND AUDIT

An annual audit of the City's Investment Policy, practices, procedures and portfolio status will be conducted by an independent auditor. The independent auditor will provide the City with written observations and recommendations regarding the adequacy of investment controls. The City's Financial Audit Oversight Committee will review these items as part of their annual audit review of the City's Comprehensive Annual Financial Report.

Appendix A

DEPOSITORY SERVICES

Active deposits are demand or checking accounts which receive revenues and pay disbursements.

Interest –bearing active deposits are money market accounts at a financial institution (I.e. bank, savings and loan, credit union). These accounts are demand accounts with restricted transaction activity.

Inactive deposits are Certificates of Deposit issued in any amount for periods of time as short as fourteen days and as long as several years. Interest must be calculated on a 360 day basis, actual number of days.

Passbook savings account is similar to an inactive deposit except not for a fixed term. The interest rate is much lower than Certificates of Deposit, but the savings account allows for flexibility. Funds can be deposited and withdrawn according to daily operational needs.

INVESTMENT SECURITIES

U.S. Treasury Issues are direct obligations of the United States Government. These issues are called bills, notes, and bonds. The maturity range of new issues is from 13 weeks (T-Bills) to 30 years (T-Bonds). These are highly liquid and are considered the safest investment security.

Federal Agency Issues are issued by direct U.S. Government agencies or quasi-governmental agencies. These issues are guaranteed directly or indirectly by the United States Government. Examples of these securities are Federal Home Loan Bank (FHLB) notes, Federal National Mortgage Association (FNMA) notes, Federal Farm Credit Bank (FFCB) notes, Federal Home Loan Mortgage (FHLMC) notes, Federal Intermediate Credit Bank (FICB) debentures, Small Business Administration (SBA) notes, Government National Mortgage Associations (GNMA) notes, and Student Loan Association (SALLMAE) notes.

Certificates of Deposit are investments for inactive funds issued by banks, savings and loans, and credit unions. Investments of up to \$250,000 are insured respectively by the Federal Deposit Insurance Corporation (FDIC), and the National Credit Union Share Insurance Fund (NCUSIF). Certificates of Deposit can be issued from 14 days to several years in maturity allowing the City investment of funds to be matched to cash flow needs. For deposits exceeding \$250,000 the financial institution is required to

collateralize the investment with 110% government securities. The City does not accept 150% collateral (First Trust Deeds) or 105% Letters of Credit (L.C.).

A **Non-Negotiable Certificate of Deposit** is a promissory note issued by a depository institution (such as a bank, credit union, savings association, etc.) that usually carries a penalty for early withdrawal and does not have a CUSIP.

Negotiable Certificates of Deposit are issued by a nationally or state-chartered bank, a savings association or a federal association (as defined by Section 5102 of the Financial Code), a state or federal credit union, or by a federally licensed or state licensed branch of a foreign bank and are assigned a CUSIP.

Money Market Mutual Funds may only invest in US Government securities permitted under this Policy and under California Government Code Section 53601 *et seq.* with final stated maturities of one year or less. The primary objective of the money market is to maintain a constant \$1.00 Net Asset Valuation (NAV). In addition the follow limitations shall apply:

- Only invests in US Government securities, and the weighted average maturity of the portfolio is less than 180 days.
- The fund shall be registered with the SEC.
- The fund shall have a minimum of \$500 million total asset portfolio at the time of investment, and should not drop below this threshold.
- The money market shall have attained the highest ranking or highest letter and numerical rating provided by not less than two nationally recognized statistical rating organizations, and shall maintain these ratings for the duration of the investment.

Passbook Savings/Demand Accounts are the accounts maintained to provide by a bank to provide depository and disbursement services for the City's daily cash flow requirements. These accounts are generally low or non-interest bearing accounts.

Commercial Paper is a short term debt security issued by financial companies and large corporations. Commercial paper must be "prime " quality of the highest ranking or of the highest letter and number rating as provided for by a nationally recognized statistical rating organization (NRSRO). It must be organized and operating in the United States, have a maximum maturity of 270 days. Investment in Commercial paper is limited to not more than 25% of the investment portfolio.

Local Agency Investment Fund (LAIF) is a special fund in the State Treasury which local agencies may use to deposit funds for investment. There is no minimum investment period and the minimum transaction is \$5,000, in multiples of \$1,000 above that, with a maximum of \$50 million for any agency. It offers high liquidity because

deposits can be converted to cash in twenty-four hours and no interest is lost. All interest is distributed to those agencies participating on a proportionate share determined by the amounts deposited and the length of time they are deposited. Interest is paid quarterly by electronic deposit to a designated bank account.

The State keeps an amount for reasonable costs of making the investments. State law provides that administrative costs are not to exceed 5% of quarterly earnings of the fund. However, if the 13-week Daily Treasury Bill Rate of the last day of the fiscal year is below 1%, then administrative costs shall not exceed 8% of quarterly earnings of the fund for the subsequent fiscal year.

During the 2002 legislative session, California Government Code Section 16429.4 was added to the LAIF's enabling legislation. This Section states that "the right of a city, county, city and county, special district, nonprofit corporation, or qualified quasi-governmental agency to withdraw its deposited moneys from the LAIF, upon demand, may not be altered, impaired, or denied in any way, by any state official or state agency based upon the state's failure to adopt a State Budget by July 1 of each new fiscal year.

Orange County Investment Pool is managed by the Orange County Treasurer. Funds are held in trust and invested. Government Code Section 27100.1 states that funds are deemed to be held in trust by the County Treasurer on behalf of the depositing entity or public official shall not be deemed funds or assets of the County. The Legislature enacted this section to make clear what the status of the funds would be in the case of the County declaring bankruptcy.

The Treasurer's foremost objective in investing public funds is to ensure that public funds are invested in a manner that provides for maximum security of principal and preservation of capital, while conforming to all Federal, State and local laws, statutes, and resolutions for investment of public funds. The second objective is to maintain sufficient liquidity to enable participants to meet their operating cash flow needs. Liquidity is essential to the safety of principal. The third and last important objective is to obtain a market rate of return throughout budgetary and economic cycles within the investment policy risk parameters and cash flow needs.

Repurchase Agreements (Repo) are a form of short-term investment where the dealer sells government securities to an investor on a short term basis with the agreement to buy them back. Investment in repurchase agreements may be made on any investment authorized in this policy. The maximum maturity is limited to one year and may not exceed 20% of the total portfolio.

Appendix B
City of Placentia
Investment Broker/Dealer Questionnaire

SECTION I: STATEMENT OF POSITION AND GENERAL REQUIREMENTS

The City of Placentia (hereinafter referred to as the “City”) is a city operating under the laws of the State of California. The City manages an investment portfolio which at June 30, 20XX totaled \$XX million. The portfolio is mainly comprised of demand deposits and deposits in the State of California Local Agency Investment Fund.

Annually the City adopts a written Investment Policy. The policy regulates the standards and procedures used in its cash management activities. A copy of the City’s Investment Policy is provided with this document. Each broker/dealer must certify that they have read the policy and will incorporate due diligence in conforming to the provisions of the City’s Investment Policy, as well as all applicable state and Federal regulations as they apply to the investment activities of California municipalities.

The City maintains relationships with qualified members of the broker/dealer community who, in their opinion, “understand the needs, constraints and goals of the City.”

Broker/dealers will be notified of their approval by the City in writing. No transactions will be conducted with an approved broker/dealer until all paperwork required by both parties has been executed. The City solicits competitive bids and offers on the majority of its transactions. All securities will be delivered against payment to a third-party custodian named by the City.

City personnel will review and substantiate all information and references requested in the document; therefore, please answer all questions as thoroughly as possible.

**SECTION II - PART 1: REQUEST FOR GENERAL INFORMATION FROM
BROKER/DEALER CANDIDATE**

1. Name of firm: _____
2. Address (local): _____
Address (main): _____
3. Telephone (local): () _____ () _____
Telephone (main): () _____ () _____
4. Primary Representative:
Name: _____ Title: _____

City of Placentia
Statement of Investment – 2016

Telephone: _____ Fax: _____

Email: _____

5. Manager/Partner in Charge:

Name: _____ Title: _____

Telephone: _____ Fax: _____

Email: _____

6. What is the preferred method and frequency of communication?

7. Please provide five government agencies (cities, counties, special districts, etc.) references with whom the City's representative(s) listed in No. 4 above has/have an established Investment Broker/Dealer relationship. (Southern California Agencies preferred):

➤ Client name: _____ Contact: _____

Length of relationship: _____ Telephone: _____

➤ Client name: _____ Contact: _____

Length of relationship: _____ Telephone: _____

➤ Client name: _____ Contact: _____

Length of relationship: _____ Telephone: _____

➤ Client name: _____ Contact: _____

Length of relationship: _____ Telephone: _____

➤ Client name: _____ Contact: _____

Length of relationship: _____ Telephone: _____

8. What is your firm's current market capitalization? _____

9. Is your firm a broker (does not own securities being offered)? Yes: No:

Is your firm a dealer (does own securities being offered)? Yes: No:

10. Are all required licenses to operate as a broker/dealer firm in the State of California obtained, valid and current? Yes: No:

11. Please provide proof of the following:

Registration with NASD	<input type="checkbox"/> Attached	<input type="checkbox"/> NA
Registration with the State of California	<input type="checkbox"/> Attached	<input type="checkbox"/> NA
Financial Industry Regulatory Authority (FINRA)	<input type="checkbox"/> Attached	<input type="checkbox"/> NA
Your firm is qualified under SEC rule 15C3-1 (Uniform Net Capital Rule)	<input type="checkbox"/> Attached	<input type="checkbox"/> NA

12. Is your firm examined by and subject to rules and regulations of:

FDIC	<input type="checkbox"/> Yes	<input type="checkbox"/> No
SEC	<input type="checkbox"/> Yes	<input type="checkbox"/> No
NYSE	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Comptroller of Currency	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Federal Reserve System	<input type="checkbox"/> Yes	<input type="checkbox"/> No

13. What market sectors are you and your firm currently involved?

US T-bills	<input type="checkbox"/>	Treasury Notes/Bonds	<input type="checkbox"/>
US Agency Bonds	<input type="checkbox"/>	California State Bonds	<input type="checkbox"/>
Bankers' Acceptances	<input type="checkbox"/>	Commercial Paper	<input type="checkbox"/>
Bank CDs	<input type="checkbox"/>	Money Market Mutual Funds	<input type="checkbox"/>
Repurchase Agreements	<input type="checkbox"/>	Other _____	
Medium Term Notes	<input type="checkbox"/>	Other _____	

14. Does your firm specialize in any of the instruments listed above? If so, please specify:

15. Is the firm a primarily dealer in U.S. Government Securities? Yes No

If so, for how long has your firm been a primary dealer? _____

What is your firm's total volume in U.S. Government and Agency Securities last year?

Firm-wide \$ _____ Number of Transactions: _____

Local Office \$ _____ Number of Transactions: _____

16. What reports, transactions, confirmations and paper trail would the City receive? (please attach sample documentation)

17. Do you provide any fixed income research and economic commentary?
 Yes (attached) No

18. What sort of technical market perspective do you propose to bring to a relationship with the City?

SECTION II - PART II: REQUEST FOR BROKER/DEALER DISCLOSURE

19. To the best of your knowledge, has there been any "material" litigation, arbitration or regulatory proceedings, either pending, adjudicated or settled, that your firm has been subject to within the last five years that involved issues concerning the suitability of the sale or purchase of securities to institutional clients or fraudulent or unfair practices related to the sale of securities to an institutional client? If so, please describe each such matter briefly. For purposes of this section, proceedings are "material" if your independent accountant applying generally accepted accounting principles determines that such proceedings required disclosure on your financial statements.

Any "material" proceedings? Yes No If yes, provide attachment with explanation.

20. Please provide certified audited financial statements for the last three years. In addition, for those dealers preparing and submitting financial statements to the following organizations, please provide publicly available financial documents filed with these agencies for the previous two years: National Association of Securities Dealers, Securities and Exchange Commission, New York Stock Exchange and Federal Deposit Insurance Corporation.

21. Have any of your public-sector clients ever sustained a loss on a securities transaction arising from a misunderstanding or misrepresentation of the risk characteristics of the instrument?

Yes No

If so, please explain: _____

-
22. Please provide a schedule of fees and charges for various transactions and describe the process by which the city pays the fees and charges.

SECTION III: CERTIFICATION

I hereby certify that the preceding is true and correct to the best of my knowledge and that I am authorized to execute this request for information on behalf of the broker/dealer firm.

The firm has in place reasonable procedures and a system of controls designed to preclude imprudent investment activities arising out of transactions conducted between the firm and the City of Placentia.

All individuals assigned to the City's account have read the City's most current Investment Policy, understand the objectives and constraints set forth by the policy, agree to disclose potential conflicts or risks to public funds that might arise out of business transactions between the firm and the City, and will incorporate due diligence in conforming to the provisions of the policy as well as all applicable state and federal regulations as they apply to the investment activities of California municipalities.

The firm shall be provided an annual adopted Investment Policy for the City of Placentia and shall be informed of any changes to the policy. The undersigned certify that no securities will be sold to the City, which are in violation of State code or City policy; however, the City shall be responsible for ensuring compliance with percentage limits established by State code and City policy.

Name of firm _____

Name of Primary Representative _____ Title _____

Signature _____ Date _____

Name of principal or manager _____ Title _____

Signature _____ Date _____



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: INTERIM CITY ADMINISTRATOR

FROM: DIRECTOR OF ADMINISTRATIVE SERVICES

DATE: DECEMBER 15, 2015

SUBJECT: **MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE PLACENTIA CITY EMPLOYEES ASSOCIATION**

FISCAL

IMPACT: \$63,790 (Estimated) for Fiscal Year 2015-16
\$48,154 (Estimated) for Fiscal Year 2016-17
Offsetting Revenue: FY 2014-15 Salary Savings

SUMMARY:

The City of Placentia's full-time workforce includes employees that are represented by bargaining groups including the Police Management, Police Officers, and the General Employees units. While the Meet and Confer or Negotiation process continues with two bargaining groups, the Meet and Confer process between the City and the Placentia City Employees Association (PCEA) has been concluded. At the City Council meeting of December 1, 2015, the agreement to enter into the Memorandum of Understanding (MOU) for a one-year term expiring June 30, 2016 was continued by the City Council to December 15, 2015.

This summary will provide additional clarification of the terms as well as an amendment to the original proposal. The total cost of the agreement is \$63,790 for the current Fiscal Year. Due to the City's current fiscal condition, there are no Cost of Living Adjustments (COLA) or one-time salary adjustments in the proposal. The cost items include provision of holiday hours during the City Hall closure period which has been provided in previous years and represents a reduction in hours from last fiscal year. In addition, the proposal includes the allowance for employees to "buy down" an additional 30 hours of leave time over the course of the year. This leave time has been previously earned by the employees and is bought down at the employee's current rate of pay rate thus lowering long term financial liability of the leave buy down hours. The other item negotiated between the parties is an additional contribution towards employee health care. With rising healthcare costs and no financial ability to provide any COLA or increase in salary, the City's negotiating team felt that this benefit was appropriate. This additional health care contribution does not add to the employee's base salary.

3.a.

December 15, 2015

RECOMMENDATION:

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

1. Approve the proposed Memorandum of Understanding with the Placentia City Employees Association as outlined in Exhibit 1; and
2. Approve Resolution, R-2015-XX, A Resolution of the City Council of the City of Placentia, California, Authorizing a Budget Amendment in Fiscal Year 2015-16 in Compliance with the City Charter of the City of Placentia §§ 1206 and 1209 Pertaining to Appropriating for Actual Expenditures; and
3. Authorize the Director of Administrative Services and Finance Services Manager to sign the document on behalf of the City Council and Interim City Administrator.

DISCUSSION:

The MOU between the City and the PCEA expired on June 30, 2015. The Director of Administrative Services and the Finance Services Manager have been in discussion with PCEA Board Representatives over the past six months. With City Council direction, the negotiations process has been successfully completed between the parties. The provisions of the proposed MOU include the following compensation and benefit adjustments:

1. TERM: One year 07/01/2015 – 06/30/2016
2. Effective January 1, 2016, City will provide CalPERS Medical Benefit contributions as follows:

Employee Only	\$650/month
Employee + 1	\$1,299/month
Employee + 2	\$1,689/month
Retirees hired prior to November 21, 1995:	
Retiree<65	
Retiree Only	\$650/month
Retiree +1	\$1,299/month
Retiree + 2	\$1,689/month
Retiree>65	
Retiree Only	\$348/month
Retiree +1	\$697/month
Retiree +2	\$1,045/month
Medicare/Basic	\$998/month

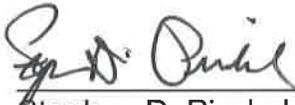
3. City to provide forty-eight (48) hours of non-cashable PTO leave to be utilized by member employees by June 30, 2016. Employees in critical positions who are unable to utilize time off during Holiday Closure period will be eligible to be paid out for unused hours. Hours are subject to the normal approval process and will be prorated for new employees. Any time not utilized or paid out will be forfeited effective the end of the term, June 30, 2016.
4. City agrees to modify Alternative Health and Wellness Program as follows:
 - a. Employees who use 13 hours or less of the allocated 96 hours at the end of the fiscal year may convert 24 of the unused sick time (AHW) to their PTO balance at 100% value, i.e. no reimbursement conversion based on years of service.
 - b. Employees who use more than 13 hours and no more than 26 hours of the allocated 96 hours at the end of the fiscal year may convert 12 hours of their unused sick time (AHW) to their PTO balance at 100% as per letter (a) above.
 - c. Incentive Plan remains in effect per previous MOU.
5. City agrees to modify the Annual Leave Buy Down program to allow for buy down(s) to occur once per quarter (starting the month of November, 2015) up to a total of 150 hours per fiscal year. All other conditions of the current Leave Buy Down Program will remain in effect.
6. City agrees that if one or more bargaining units receive additional adjustments to benefits common to the general City work force and which are greater than that afforded to the Placentia City Employees Association and as represented within the current proposal, the City will provide additional adjustment to the PCEA, as applicable. The City shall not be required to make any additional adjustments for PCEA, if the benefit granted to another bargaining unit is, by definition, particular in application to such other bargaining unit, i.e., pay for assignments not found within, and/or pay for work not performed by, classifications represented by PCEA.
7. Parties agree to work cooperatively to update and amend the Employer-Employee Relations Resolution of the City of Placentia, previously adopted in 1971.
8. All other components shall remain in the Memorandum of Understanding and will remain in full force and effect for the term of the agreement.

Upon City Council approval, the PCEA MOU will go into effect on December 15, 2015 with retroactivity to July 1, 2015.

FISCAL IMPACT:

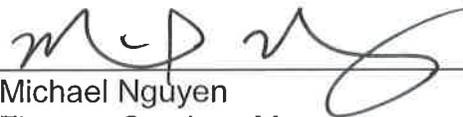
The total cost for the aforementioned benefit adjustments is estimated at \$63,790 for the Placentia City Employees Association members for Fiscal Year 2015-16. With an estimated \$833,000 in salary savings as a result of City employees working additional hours and/or fulfilling additional work plan items, Staff believes the proposed cost is minor when compared to the annual savings outlined above.

Prepared and submitted by:



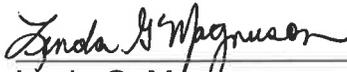
Stephen D. Pischel
Director of Administrative Services

Reviewed and approved by:



Michael Nguyen
Finance Services Manager

Reviewed and approved by:



Linda G. Magnuson
Chief Financial Officer

Reviewed and approved by:



Damien R. Arrula
Interim City Administrator

Attachments:

1. Exhibit 1-Proposed amendments to the MOU between the City of Placentia and the PCEA
2. Budget Resolution

Exhibit 1

**City of Placentia and Placentia City Employees' Association
City Proposal #3**

1. TERM: One year 07/01/2015 – 06/30/2016
2. Effective January 1, 2016, City will provide CalPERS Medical Benefit contributions as follows:

Employee Only	-	\$650/month
Employee + 1	-	\$1,299/month
Employee + 2	-	\$1,689/month

Retirees hired prior to November 21, 1995:

Retiree < 65		
Retiree Only	-	\$650/month
Retiree + 1	-	\$1,299/month
Retiree + 2	-	\$1,689/month

Retiree > 65

Retiree Only	-	\$348/month
Retiree + 1	-	\$697/month
Retiree + 2	-	\$1,045/month

Medicare/Basic	-	\$998/month
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3. City to provide forty-eight (48) hours of non-cashable PTO leave to be utilized by member employees by June 30, 2016. Employees in critical positions who are unable to utilize time off during Holiday Closure period will be eligible to be paid out for unused hours. Hours are subject to the normal approval process and will be prorated for new employees. Any time not utilized or paid out will be forfeited effective the end of the term, June 30, 2016.
4. City agrees to modify Alternative Health and Wellness Program as follows:
 - a. Employees who use 13 hours or less of the allocated 96 hours at the end of the fiscal year may convert 24 of the unused sick time (AHW) to their PTO balance at 100% value, i.e. no reimbursement conversion based on years of service.
 - b. Employees who use more than 13 hours and no more than 26 hours of the allocated 96 hours at the end of the fiscal year may convert 12 hours of their unused sick time (AHW) to their PTO balance at 100% as per letter (a) above.
 - c. Incentive Plan remains in effect per previous MOU.
5. City agrees to modify the Annual Leave Buy Down program to allow for buy down(s) to occur once per quarter (starting the month of December, 2015) up to a total of 150 hours per fiscal year. All other conditions of the current Leave Buy Down Program will remain in effect.

Exhibit 1

6. City agrees that if one or more bargaining units receive additional adjustments to benefits common to the general City work force and which are greater than that afforded to the Placentia City Employees Association and as represented within the current proposal, the City will provide additional adjustment to the PCEA, as applicable. The City shall not be required to make any additional adjustments for PCEA, if the benefit granted to another bargaining unit is, by definition, particular in application to such other bargaining unit, i.e., pay for assignments not found within, and/or pay for work not performed by, classifications represented by PCEA.
7. Parties agree to work cooperatively to update and amend the Employer-Employee Relations Resolution of the City of Placentia, previously adopted in 1971.
8. All other components shall remain in the Memorandum of Understanding and will remain in full force and effect for the term of the agreement.

RESOLUTION NO. R-2015-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA AUTHORIZING A BUDGET AMENDMENT IN FISCAL YEAR 2015/16 IN COMPLIANCE WITH CITY CHARTER OF THE CITY OF PLACENTIA §§ 1206 AND 1209 PERTAINING TO APPROPRIATIONS FOR ACTUAL EXPENDITURES.

A. Recitals.

(i). The adopted budget for the 2015/16 Fiscal Year sets out estimated appropriations for City expenses throughout the year.

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

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

B. Resolution.

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

1. In all respects as set forth in the Recitals, Part A., of this Resolution.

2. The adopted budget for Fiscal Year 2015/16, Resolution No. R-2015-30, is hereby amended to reflect the following expenditure of funds from the Account specified to the Account specified:

Fund	Description	Department	GL Account #	Amount	Type
General	Medical Premiums		10xxxx-5161	32,400.00	Expense
General	Salary		10xxxx-5001	32,390.00	Expense
General	Fund Balance		0010-3001	(64,790.00)	Fund Bal

3. The Mayor shall sign this resolution, and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED, ADOPTED AND APPROVED this 15th day of December, 2015.

JEREMY B. YAMAGUCHI, MAYOR

Attest:

PATRICK J. MELIA, CITY CLERK

STATE OF CALIFORNIA
COUNTY OF ORANGE

I, Patrick J. Melia, 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 15th day of December, 2015 by the following vote:

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

PATRICK J. MELIA, CITY CLERK

APPROVED AS TO FORM:

CHRISTIAN BETTENHAUSEN, CITY ATTORNEY



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL
VIA: INTERIM CITY ADMINISTRATOR
FROM: CHIEF DEPUTY CITY CLERK
DATE: DECEMBER 15, 2015
SUBJECT: **APPOINTMENTS TO FILL VACANCIES ON VARIOUS CITY COMMISSIONS AND COMMITTEES**

FISCAL
IMPACT: NONE

SUMMARY:

There are currently vacancies on the Financial Audit Oversight Committee, Heritage Committee, Historical Committee, Planning Commission, Recreation and Parks Commission, Senior Advisory Committee, Traffic Safety Commission and Economic Development Committee. To date, the City has received a total of twelve (12) applications for various Commissions and Committees, with one (1) applicant withdrawing their application. This action requests that City Council make the necessary appointments to these Committees and Commission so that these advisory bodies may operate effectively and with a full complement of members.

RECOMMENDATION:

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

1. Make the necessary appointments to fill the vacancies listed below:
 - a. Three (3) vacancies on the Financial Audit Oversight Committee
 - b. Two (2) vacancies on the Heritage Committee
 - c. Two (2) vacancies on the Historical Committee
 - d. Three (3) vacancies on the Planning Commission
 - e. One (1) vacancy on the Recreation & Parks Commission
 - f. Two (2) vacancies on the Traffic Safety Commission
 - g. Two (2) vacancies on the Economic Development; and
2. Direct Staff to continue the Commission and Committee Application/Recruitment process for any remaining vacancies.

DISCUSSION:

On November 17, 2015 the City Council interviewed four (4) incumbents seeking reappointments on the Recreation & Parks Commission, Financial Audit Oversight Committee, and the Planning Commission. On December 1, 2015 the City Council interviewed six (6) new applicants seeking appointments to the open positions on the Historical Committee, Economic Development Committee, Traffic Safety Commission, and the Planning Commission and one (1) incumbent seeking reappointment to the Traffic Safety Commission. A full summary of the

3.b.
December 15, 2015

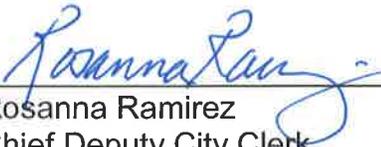
Commissions/ Committees, vacancies and applicants can be seen as Attachment No. 1 to this report.

The recruitment efforts announcing the vacancies for the various Commissions and Committees included advertisements in the Placentia News Times, City website, City Administrator Weekly Briefing, Placentia Quarterly Newsletter, cable channel, and during City Council meetings.

While the applicants have expressed interest in various City Commissions and Committees, to date the City has not received any applications for the Senior Advisory Committee nor has the City received sufficient number of applications to fill the vacancies on the Financial Audit Oversight Committee and the Heritage Committee. Staff recommends consideration of appointments to the open positions on the various Commissions and Committees and to continue the recruitment process for those vacancies which are not filled.

Prepared by:

Reviewed and approved:



Rosanna Ramirez
Chief Deputy City Clerk



Stephen D. Pischel
Director of Administrative Services

Reviewed and approved:



Damien R. Arrula
Interim City Administrator

Attachment:

1. List of applicants and vacancies on City Commissions and Committees

COMMISSION AND COMMITTEE APPOINTMENT LIST

Economic Development Committee

One (1) Two-Year Term (Alternate)
One (1) Three-Year Term (Chamber of Commerce Rep.)

New Applicants:

Edward R. Garcia
Heather Francine (2nd Choice)
Dwayne DeRose (Chamber Rep.)

Financial Audit Oversight Committee

Two (2) Three-Year Terms
One (1) Un-Expired Term

Incumbent Applicant:

David B. Mooberry

Heritage Committee

Two (2) Non-Expiring Terms

New Applicant:

Dwayne C. DeRose (2nd Choice)

Historical Committee

Two (2) Non-Expiring Terms

New Applicant:

Janna Wade
John Adger

Senior Advisory Committee

One (1) Non-Expired Term

Incumbent Applicant:

None

New Applicant:

None

Planning Commission*

Two (2) Four-Year Terms
One (1) Un-Expired Term

Incumbent Applicants:

James B. Schenck
Vic J. Tomazic

New Applicants:

Dwayne C. DeRose (1st Choice)
Heather Francine (1st Choice)

Recreation & Parks Commission*

One (1) Four-Year Term

Incumbent Applicant:

Linda Bartelt

Traffic Safety Commission*

Two (2) Four-Year Terms

Incumbent Applicant:

Robin J. Stafford

New Applicant:

Jerold P. Brittain



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: INTERIM CITY ADMINISTRATOR

FROM: CHIEF DEPUTY CITY CLERK

DATE: DECEMBER 15, 2015

SUBJECT: ANNUAL CITY COUNCIL APPOINTMENTS TO VARIOUS INTERGOVERNMENTAL AGENCIES, ASSOCIATIONS, AND CITY SUBCOMMITTEES

FISCAL
IMPACT: NONE

SUMMARY:

The City Councilmembers represent the City on various intergovernmental agencies, associations, and City subcommittees that consider policy and legislation which directly affects the City. These appointments are reviewed and modified annually following the reorganization of the City Council and/or swearing in of new Councilmembers. This action allows the City Council to make appointments to various intergovernmental agencies, associations and subcommittees.

RECOMMENDATION:

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

1. Review the attached list of current appointments to the various intergovernmental agencies, associations, and City subcommittees and make appointments as desired; and
2. Adopt Resolution No. R-2015-XX, A Resolution of the City Council of the City of Placentia, California, Designating and Appointing its Representative to the Orange County Fire Authority's Board of Directors; and
3. Direct Staff to notify the various intergovernmental agencies, associations, and City subcommittees of the City Council appointments.

DISCUSSION:

Each year after City Council reorganization and/or swearing in of new Councilmembers, the Mayor and City Council must consider appointments to numerous intergovernmental agencies, associations, and City subcommittees. These agencies, associations and subcommittees include, but are not limited to the following:

- League of California Cities Orange County Division
- Association of California Cities Orange County
- Orange County Sanitation District
- Orange County Fire Authority

3.c.

December 15, 2015

- Santa Ana Flood Control Protection Agency
- Southern California Association of Governments
- Joint Water Committee with Yorba Linda Water District
- Oversight Board of the former Placentia Redevelopment Agency

The Fair Political Practices Commission ("FPPC") has modified its interpretation of the Political Reform Act ("Act") regarding financial interests to include income from governmental agencies. Attached is a list of the current appointments to various agencies, associations, and subcommittees along with the stipend, if any. Staff recommends that the individual Councilmember being considered for an appointment to a committee or board with a stipend, as either a delegate or alternate, abstain from the vote on such item.

In addition, per the Orange County Fire Authority Board of Directors Joint Powers Agreement, the City must designate and appoint by resolution one (1) representative to act as its Director.

Prepared by:

Reviewed and approved:



Rosanna Ramirez
Chief Deputy City Clerk



Stephen D. Pischel
Director of Administrative Services

Reviewed and approved:



Damien R. Arrula
Interim City Administrator

Attachments:

1. Appointments to Various Agencies, Associations, and City Subcommittees 2016
2. Resolution No. R-2015-xx, A Resolution of the City Council of the City of Placentia, California, designating and appointing its representative to the Orange County Fire Authority's Board of Directors

City of Placentia

Description of Various Agencies, Associations, and City Subcommittees 2016

ORGANIZATION

Orange County Fire Authority - Board of Directors

The Orange County Fire Authority Board of Directors has twenty-four members which meet the fourth Thursday of each month (bi-monthly) at 6:00 p.m. Twenty-two of the members represent partner cities, and two members represent the county unincorporated area. The Board established an Executive Committee, which meets monthly, usually on the third Thursday of the month at 6:00 p.m. The Board also established a standing Budget and Finance Committee to address finance and budget policy issues, which also meets monthly - usually on the second Wednesday of the month. The Chair of the Board, on an annual or as needed basis, makes appointments to the Committee.

League of California Cities - Orange County Division

A core function of the Division is to hold periodic meetings of city officials for the purpose of promoting governmental efficiency and information sharing on current issues. The Division aims to foster and disseminate knowledge relating to municipal government and to generate greater interest and more active civic consciousness among members. As a regional division of the League of California Cities (League), it seeks to assist the latter in the formulation of policy protecting local control. It actively advocates the policies and positions of its members where there is broad consensus, and advises legislative representatives and related agencies of those positions.

League of California Cities

Orange County Division-City Selection Committee

The City Selection Committee of Orange County is not a subset of the Division, but is a state mandated committee with its own set of County appointments that are different from Division appointments. The City Selection Committee is a subset of the County of Orange, and is a committee comprised of city Mayors only. Appointees of the committee may, however, be mayors or council members, depending on specifications.

Association of California Cities - OC

The ACC-OC was founded in 2011 as the hub for public policy, from the ground up for Orange County cities. It serves as the regional advocate for local control, both locally and in Sacramento. It is a statewide and national model for creating good public policy from the ground up with an unrelenting focus on protecting and restoring local control.

Orange County Sanitation District

The Orange County Sanitation District (OCSD) is a special district established by the California State legislature and governed by a 25-member board of directors. The directors are comprised of elected representatives for each of the sewer agencies or cities within OCSD's 471 square mile service area.

Orange County Vector Control District

Board of Trustees

The Orange County Vector Control District (OCVCD) is a special district and is one of over 100 agencies statewide specifically dedicated to protecting public health by controlling rats, flies, mosquitoes, fire ants and other vector related problems. Operation of the District is overseen by a Board of Trustees comprised of 35 members, each appointed by their city of residence (34) with one member representing the County. The Trustees are appointed for terms of two or four years.

Santa Ana River Flood Protection Agency

The Santa Ana River Flood Protection Agency (SARFPA) was formed on November 25, 1974 to support the Santa Ana River Mainstream Project. As a joint powers agency, SARFPA's primary function is to seek congressional authorization and appropriations for the Santa Ana River Mainstream Project. The agency provides Orange County citizens with information on the Santa Ana River flood threat and supports, on their behalf, the need for flood control improvements. The Santa Ana River Mainstream Project involves the construction of flood Control improvements for the communities of Orange, Riverside and San Bernardino Counties. Its main features include the construction of the Seven Oaks Dam in San Bernardino County, Prado Dam Improvements in Riverside County and the Lower Santa Ana River Channel Improvements in Orange County.

Southern California Association of Governments

Over the past four decades, the Southern California Association of Governments has evolved as the largest of nearly 700 councils of government in the United States, functioning as the Metropolitan Planning Organization for six counties: Los Angeles, Orange, San Bernardino, Riverside, Ventura and Imperial. The region encompasses a population exceeding 18 million persons in an area of more than 38,000 square miles. As the designated Metropolitan Planning Organization, the Association of Governments is mandated by the federal government to research and draw up plans for transportation, growth management, hazardous waste management, and air quality. Additional mandates exist at the state level.

Yorba Linda Water District Subcommittee

Yorba Linda Water District is a public agency providing water and sewer services to most of Yorba Linda and to portions of Placentia, Anaheim, Brea and unincorporated Orange County. Its main goal is to provide reliable, high quality water and sewer services in an environmentally responsible manner, while maintaining an economical cost and unparalleled customer service to our community.

City of Placentia

Appointments to Various Agencies, Associations, and City Subcommittees 2016

Organization	Meeting Information	Delegate/Alternate
Orange County Fire Authority Board of Directors www.ocfa.org 714-573-6041 *Stipend: \$100 per mtg, Maximum of \$300 per month for voting member	4 th Thursday of the month at 6:00 p.m. (Bi-monthly) <u>Meeting Location:</u> Regional Fire Operations & Training Center Board Room 1 Fire Authority Road, Irvine, 92602	Green
League of California Cities Orange County Division www.occities.org 714-972-0077	2 nd Thursday of each month at 5:30 p.m. <u>Meeting Location:</u> Various locations in Orange County	Yamaguchi/Nelson
League of California Cities Orange County Div.-City Selection Comm www.occities.org 714-972-0077	2 nd Thursday of each month at 5:30 p.m. (as called) <u>Meeting Location:</u> Various locations in Orange County	Wanke (Mayor)
Association of California Cities - OC www.accoc.org 714-953-1300	c/o City of Dana Point Schedule and locations to be announced	
Orange County Sanitation District www.ocsd.com 714-593-7130 *Stipend: \$212.50 per mtg, Maximum of 6 meetings per month	4 th Wednesday of each month at 6:30 p.m. <u>Meeting Location:</u> OCSD Administrative Offices 10844 Ellis Ave., Fountain Valley, 92708	Wanke/Underhill
Orange County Vector Control District Board of Trustees www.ocvcd.org 714-971-2421 *Stipend: \$100 per month in lieu of travel (no meeting, no pay)	3 rd Thursday of each month at 3:00 p.m. <u>Meeting Location:</u> OCVCD Office 13001 Garden Grove Blvd., Garden Grove, 92843	Underhill (2-yr term expires 01/05/2017)
Santa Ana River Flood Protection Agency www.ocflood.com/sarp/sarfpa 714-647-3938	4 th Thursday of off-numbered months at 4:00 p.m. <u>Meeting Location:</u> Orange County Water District 18700 Ward Street, Fountain Valley, 92708	Yamaguchi/Green
Southern California Association of Governments www.scag.ca.gov 213-236-1858 *Stipend: \$120 per mtg & mileage reimbursement	1 st Thursday of each month 8:00 a.m. – 2:00 p.m. (depending on the particular committee) <u>Meeting Location:</u> 818 W. 7 th Street, 12 th Floor, Los Angeles, 90017	Yamaguchi/Green
Placentia Community Foundation	Meetings called as needed <u>Meeting Location:</u> Placentia City Hall	Wanke/Underhill & Treasurer Larson (Mayor/Councilmember/City Treasurer)
Downtown Parking Structure and Retail Development Subcommittee	Internal Committee	Underhill/Green
Economic Development Committee	4 th Tuesday of each month	Nelson
Finance and Investment Committee	Meetings are held quarterly	Wanke/Yamaguchi (Mayor/Mayor Pro Term/ City Treasurer)
Financial Audit Oversight Subcommittee	Internal Committee	Underhill/Green
Heritage Festival Committee	2 nd Wednesday of each month at 7:00 p.m. (except December)	Yamaguchi/Green
Recycling Committee	Meetings called as needed <u>Meeting Location:</u> Placentia City Hall	Underhill/Green
Yorba Linda Water District Joint Water Services Committee www.ylwd.com 714-701-3000	Called meeting <u>Meeting Location alternates with Placentia City Hall and YLWD:</u> 1717 E. Miraloma Ave., Placentia 92870	Yamaguchi/Green and Interim City Admin. Arrula
The Oversight Board	Meets as needed	Green
General Plan Steering Committee	Meets as needed	Interim City Admin. Arrula

RESOLUTION NO. R-2015-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PLACENTIA, CALIFORNIA, DESIGNATING AND APPOINTING ITS REPRESENTATIVE TO THE ORANGE COUNTY FIRE AUTHORITY BOARD OF DIRECTORS.

A. Recitals.

(i). The City of Placentia, as a "member" of the Orange County Fire Authority Joint Powers Authority ("JPA") is entitled to appoint a representative Director ("Director") to the Orange County Fire Authority Board of Directors.

(ii). Each member agency, by resolution of its governing body, shall designate and appoint one (1) representative to act as its Director on the Authority Board of Directors, except the County whose Board of Supervisors shall appoint two (2) representatives to act as its Directors.

(iii). Each Director shall be a current elected member of the governing body.

(iv). Each Director shall hold office until the selection of a successor by the appointing body.

(v). Each alternate shall be a current elected member of the member agency's governing body.

(vi). Each Director is to serve at the pleasure of his or her appointing body and may be removed at any time, with or without cause, at the sole discretion of that appointing body.

(vii). Any vacancy shall be filled in the same manner as the original appointment of a Director.

B. Resolution.

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

1. In all respects as set forth in the Recitals, Part A., of this Resolution.

The City Council of the City of Placentia, California, hereby designates and appoints _____ as Director to the Orange County Fire Authority Board of Directors.

PASSED, ADOPTED AND APPROVED this 15th day of December, 2015

JEREMY B. YAMAGUCHI, MAYOR

ATTEST:

PATRICK J. MELIA, CITY CLERK

I, Patrick J. Melia, 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 15th day of December, 2015, by the following vote:

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

PATRICK J. MELIA, CITY CLERK

APPROVED AS TO FORM:

CHRISTIAN L. BETTENHAUSEN,
CITY ATTORNEY

City of Placentia

Appointments to Various Agencies, Associations and City Subcommittees 2015

Organization	Meeting days	Membership	Current Appointment	2016
* Orange County Fire Authority-Bd of Directors	4 th Thursday of month 6 p.m. (Bi-monthly)	1 Councilmember	Director: Green	
League of California Cities	2 nd Thursday of month 5:30 p.m.	Voting delegate and Up to 2 alternates	Delegate: Yamaguchi Alternate: Nelson	
Orange County City Selection Committee	2 nd Thursday of month 5:30 p.m. (as called)	Mayor and Alternate	Mayor: Wanke Alternate:	Yamaguchi
Association of California Cities – OC (ACC-OC)	3 rd Wednesday of mo. 12 noon to 2 p.m.	Mayor and Alternate	Mayor: Wanke	Yamaguchi
* Orange County Sanitation District	4 th Wednesday of mo. 6:30 p.m.	Member and Alternate	Member: Wanke Alternate: Underhill	
* Orange County Vector Control District	3 rd Thursday of month 3:00 p.m.	2 yr term	Underhill (expires 01/02/2017)	
Santa Ana River Flood Protection Agency	4 th Thursday of odd- number months-4p.m.	Representative and Alternate	Rep: Yamaguchi Alternate: Green	
* Southern Calif. Assoc. of Governments (SCAG)	1 st Thursday of month 8 a.m. to 2 p.m.	Representative and Alternate	Rep: Yamaguchi Alternate: Green	
Yorba Linda & Golden State Water District - Joint Water Services Committee	As needed	2 Councilmembers And City Admin.	Yamaguchi, Green City Admin Arrula	
Placentia Community Foundation	As needed	Mayor/Councilmember And City Treasurer	Wanke Underhill and Larson	Yamaguchi Larson
Downtown Parking Structure & Retail Dev. Subcommittee	As needed	Internal Committee	Underhill and Green	
Economic Development Committee	4 th Tuesday of month	Council Liaison	Nelson	
Finance and Investment Committee	Quarterly	Mayor, Mayor Pro Tem, City Treasurer, City Admin & Finance Director		
Financial Audit Oversight Subcommittee	As needed	Internal Committee	Underhill and Green	
Heritage Festival Committee	2 nd Wednesday of mo. 7:00 p.m.	Council Liaison	Yamaguchi and Green	
Recycling Committee	Meet once a year	2 Councilmembers	Underhill and Green	
Oversight Board	As needed	2 appointed by Mayor	Green Fin.Svcs.Mgr Nguyen	
General Plan Advisory Committee	As needed	2 Councilmembers	Wanke Vacant	