



Adjourned Regular Meeting Agenda July 12, 2016

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
City Administrator

Christian L. Bettenhausen
City Attorney

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

Phone: (714) 993-8117

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Website: www.placentia.org

Mission Statement

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

Vision Statement

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

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

Procedures for Addressing the Council/Board Members

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

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

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

Special Accommodations

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

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

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

**PLACENTIA CITY COUNCIL
PLACENTIA CITY COUNCIL AS SUCCESSOR TO THE
PLACENTIA REDEVELOPMENT AGENCY
PLACENTIA INDUSTRIAL COMMERCIAL DEVELOPMENT AUTHORITY
ADJOURNED REGULAR MEETING AGENDA- CLOSED SESSION
July 12, 2016
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, City Administrator
Negotiating Parties: City of Placentia
Under Negotiations: Price and Terms of Payment

2. Pursuant to Government Code Section 54956.8
CONFERENCE WITH REAL PROPERTY NEGOTIATOR
Property: 101 & 125 E. Crowther Ave. APN: 339-063-01, 02, 03
Agency Negotiator: Damien R. Arrula, City Administrator
Negotiating Parties: City of Placentia
Under Negotiations: Price and Terms of Payment

3. Pursuant to Government Code Section 54956.9(d)(2):
CONFERENCE WITH LEGAL COUNSEL- POTENTIAL LITIGATION
Significant Exposure to Litigation: (1 Case)

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
ADJOURNED REGULAR MEETING AGENDA
July 12, 2016
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 Kenneth Curry

PLEDGE OF ALLEGIANCE:

PRESENTATIONS:

- a. **Proclamation Declaring July as National Parks and Recreation Month**
Recipient: Director of Community Services Sandra Gonzalez
Presenter: Mayor Yamaguchi

- b. **Presentation- Republic Services Donation**
Recipients: Mayor Yamaguchi and Director of Community Services Sandra Gonzalez
Presenter: Mark McGhee, Republic Services Representative

CLOSED SESSION REPORT:

CITY ADMINISTRATOR REPORT:

ORAL COMMUNICATIONS:

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

CITY COUNCIL/BOARD MEMBER COMMENTS:

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

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

- 1.a. **Consideration to Waive Reading in Full of all Ordinances and Resolutions**
Fiscal Impact: None
Recommended Action: Approve.

1.b. **City Fiscal Year 2015-16 Register for July 12, 2016**

Check Register

Fiscal Impact: \$2,446,709.30

Electronic Disbursement Register

Fiscal Impact: \$316,351.88

City Fiscal Year 2016-17 Register for July 12, 2016

Check Register

Fiscal Impact: \$250,462.24

Electronic Disbursement Register

Fiscal Impact: \$363,196.91

Recommended Action: It is recommended that the City Council:

- 1) Receive and file.

1.c. **Professional Services Agreement with Ragged Robin Ranch for Contract Planning Services**

Fiscal Impact: Expense: \$87,000 Contract Planning Services
Budgeted: \$87,000 Fiscal Year 2016-17 Operating Budget (General Fund)

Recommended Action: It is recommended that the City Council:

- 1) Approve Professional Services Agreement with Ragged Robin Ranch to provide contract planning services related to the Planning Division on a month-to-month basis, not to exceed one (1) year; and
- 2) Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

1.d. **Amendment No. 2 to Professional Services Agreement with HR Green, Inc., for City Engineer Services**

Fiscal Impact: Expense: \$112,950 City Engineer Services
Budgeted: \$113,000 Fiscal Year 2016-17 Operating Budget (General Fund and Sewer Fund)

Recommended Action: It is recommended that the City Council:

- 1) Approve Amendment No. 2 to the Professional Services Agreement with HR Green, Inc., for City Engineer Services on a month-to-month basis, not to exceed six (6) months; and
- 2) Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

1.e. **Amendment No. 2 to Professional Services Agreement with Jeanelle Heaston dba Permit Management Solutions for Planning and Building Permit Technician Services**

Fiscal Impact: Expense: Not-To-Exceed \$5,000

Recommended Action: It is recommended that the City Council:

- 1) Approve Amendment No. 2 to the Professional Services Agreement with Jeanelle Heaston dba Permit Management Solutions to provide planning and building permit technician services in an amount not-to-exceed \$5,000; and
- 2) Authorize the City Administrator, or his designee, to execute the necessary documents, in a form approved by the City Attorney.

2. PUBLIC HEARING: None

3. REGULAR AGENDA:

3.a. Cooperative Agreement for Metrolink Station and Parking Structure Capital Improvement Project

Fiscal Impact: City Contribution: \$5,405,000 in Measure M, Gas Tax and General Fund Dollars

OCTA Contribution: \$29,420,000 Various OCTA Restricted Funds

Recommended Action: It is recommended that the City Council:

- 1) Approve Cooperative Agreement No. C-6-1117, A Cooperative Agreement between Orange County Transportation Authority and City of Placentia for Design and Construction of a Placentia Metrolink Commuter Rail Station; and
- 2) Authorize the City Administrator to execute all the necessary documents, in a form approved by the City Attorney.

3.b. Professional Services Agreement for Architectural Design Services for the Metrolink Station Parking Structure

Fiscal Impact: Expense: \$217,900

Budgeted: \$810,000 Fiscal Year 2016-17 Capital Improvement Program (CIP) Budget (Measure M Funds)

Recommended Action: It is recommended that the City Council:

- 1) Approve the Professional Services Agreement with BakerNowicki Design Studio, LLP to complete the engineered improvement plans and construction documents for the Metrolink Station Parking Structure; and
- 2) Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

3.c. Professional Services Agreement with Nelson\Nygaard for MetroLink Station Parking Management Plan

Fiscal Impact: Expense: \$49,321 Not-To-Exceed

Budgeted: \$50,000 Fiscal Year 2016-17 Capital Improvement Program (CIP) Budget (General Fund)

Recommended Action: It is recommended that the City Council:

- 1) Approve the Professional Services Agreement with Nelson\Nygaard Consulting Associates, Inc. to prepare a Parking Management Plan for the Metrolink Station Parking Structure; and
- 2) Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

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 July 19, 2016 at 5:30 p.m.

TENTATIVE AGENDA FORECAST

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

- Flag Ceremony by Boy Scout Troop 723 from Placentia
- Acceptance of Deed Agreement with OCTA for Kraemer Boulevard Grade Separation Project
- Acceptance of Deed Agreement with OCTA for Placentia Avenue Grade Separation Project
- Professional Services Agreement for Old Town Sewer Rehabilitation Project
- Professional Services Agreement for Sewer System Master Plan Update
- Amendment No. 2 to Professional Services Agreement for Tree Trimming Services
- Amendment No. 2 to Professional Services Agreement for Traffic Signal Maintenance Services
- Response to 2016-16 Grand Jury Report, "Drones: Know Before You Fly"
- Resolution Authorizing Criminal History Information for Department of Justice
- Agreement with St. Jude Hospital to Accept a Restricted Project Grant to Prevent and Reduce Obesity
- Resolutions for City's General Municipal Election on November 8, 2016
- Award of Contract for Financial Auditing Services

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 July 12, 2016 meetings of the City Council, Successor Agency, and Industrial Commercial Development Authority was posted on July 7, 2016.

Rosanna Ramirez, Chief Deputy City Clerk

City of Placentia
Check Register
For 07/12/2016
FY 15/16

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
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Grand Total: 2,446,709.30

Check Totals by ID	
AP	2,446,709.30
EP	0.00
IP	0.00
OP	0.00

Fund Name	Check Totals by Fund
101-General Fund (0010)	2,029,682.16
208-Scssr Agncy Ret Oblg (0054)	93.50
210-Measure M (0018)	6,318.00
211-PEG Fund (0058)	7,741.40
225-Asset Seizure (0021)	617.63
226-Traffic Offender Fund (0051)	2,766.32
260-Street Lighting Distrct (0028)	30,084.33
265-Landscape Maintenance (0029)	10,867.70
275-Sewer Maintenance (0048)	649.84
401-City Capital Projects (0033)	111,497.24
501-Refuse Administration (0037)	211,343.71
601-Employee Health & Wlfre (0039)	9,132.54
605-Risk Management (0040)	9,458.21
701-Special Deposits (0044)	16,456.72

Void Total: 0.00
Check Total: 2,446,709.30

Check Total: 2,446,709.30

1.b.
July 12, 2016

Reviewed & Approved
Eric Henderson

**City of Placentia
Check Register
For 07/07/2016**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	A-1 AUTO BODY AND V005848	FEB TOWING SERVICES	103047-6181 Towing Services	AP061616	165.00	104019	P10695	00091244	06/16/2016
MW OH	A-1 AUTO BODY AND V005848	FEB TOWING SERVICES	103047-6181 Towing Services	AP061616	90.75	104036	P10695	00091244	06/16/2016
MW OH	A-1 AUTO BODY AND V005848	FEB TOWING SERVICES	103047-6181 Towing Services	AP061616	90.75	104145	P10695	00091244	06/16/2016
MW OH	A-1 AUTO BODY AND V005848	MARCH TOWING SERVICES	103047-6181 Towing Services	AP061616	165.00	104319	P10695	00091244	06/16/2016
MW OH	A-1 AUTO BODY AND V005848	MARCH TOWING SERVICES	103047-6181 Towing Services	AP061616	165.00	104324	P10695	00091244	06/16/2016
MW OH	A-1 AUTO BODY AND V005848	MARCH TOWING SERVICES	103047-6181 Towing Services	AP061616	90.75	104353	P10695	00091244	06/16/2016
MW OH	A-1 AUTO BODY AND V005848	MARCH TOWING SERVICES	103047-6181 Towing Services	AP061616	165.00	104403	P10695	00091244	06/16/2016
MW OH	A-1 AUTO BODY AND V005848	MARCH TOWING SERVICES	103047-6181 Towing Services	AP061616	165.00	104438	P10695	00091244	06/16/2016
MW OH	A-1 AUTO BODY AND V005848	MARCH TOWING SERVICES	103047-6181 Towing Services	AP061616	90.75	104451	P10695	00091244	06/16/2016
MW OH	A-1 AUTO BODY AND V005848	MARCH TOWING SERVICES	103047-6181 Towing Services	AP061616	90.75	104465	P10695	00091244	06/16/2016
MW OH	A-1 AUTO BODY AND V005848	MARCH TOWING SERVICES	103047-6181 Towing Services	AP061616	165.00	104471	P10695	00091244	06/16/2016
MW OH	A-1 AUTO BODY AND V005848	MARCH TOWING SERVICES	103047-6181 Towing Services	AP061616	165.00	104489	P10695	00091244	06/16/2016
					Check Total:	1,608.75			
MW OH	ABBA TERMITE & PEST V000087	JUNE PEST CONTROL SVS	103655-6290 Dept. Contract Services	AP061616	105.00	28965		00091245	06/16/2016
MW OH	ABBA TERMITE & PEST V000087	JUNE GOPHER CONTROL SVS	103655-6290 Dept. Contract Services	AP061616	105.00	28966		00091245	06/16/2016
					Check Total:	210.00			

City of Placentia
Check Register
For 07/07/2016

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
MW OH	AFTERMATH SERVICES LLC V009949	5/14 BIO HAZARD CLEAN UP	103041-6301 Special Department Supplies	AP061616	245.00 JC2016-7119		00091246	06/16/2016
					Check Total:	245.00		
MW OH	ALL CITY MANAGEMENT V000005	4/10-23 CROSSING GUARD SERVICES	103047-6290 Dept. Contract Services	AP061616	2,938.25 43417	P10692	00091247	06/16/2016
MW OH	ALL CITY MANAGEMENT V000005	5/8-21 CROSSING GUARD SERVICES	103047-6290 Dept. Contract Services	AP061616	2,938.25 43848	P10692	00091247	06/16/2016
					Check Total:	5,876.50		
MW OH	AMERICAN OFFICE V009212	PD LOBBY OFFICE FURNITURE	333554-6185 / 61125-6185 Construction Services	AP061616	880.20 7424		00091248	06/16/2016
					Check Total:	880.20		
MW OH	ANAHEIM FULLERTON V006631	MARCH TOWING SERVICES	103047-6181 Towing Services	AP061616	165.00 171565	P10696	00091249	06/16/2016
MW OH	ANAHEIM FULLERTON V006631	MARCH TOWING SERVICES	103047-6181 Towing Services	AP061616	165.00 171587	P10696	00091249	06/16/2016
MW OH	ANAHEIM FULLERTON V006631	MARCH TOWING SERVICES	103047-6181 Towing Services	AP061616	165.00 171590	P10696	00091249	06/16/2016
MW OH	ANAHEIM FULLERTON V006631	FEB TOWING SERVICES	103047-6181 Towing Services	AP061616	90.75 174314	P10696	00091249	06/16/2016
MW OH	ANAHEIM FULLERTON V006631	FEB TOWING SERVICES	103047-6181 Towing Services	AP061616	90.75 174318	P10696	00091249	06/16/2016
MW OH	ANAHEIM FULLERTON V006631	FEB TOWING SERVICES	103047-6181 Towing Services	AP061616	165.00 177403	P10696	00091249	06/16/2016
MW OH	ANAHEIM FULLERTON V006631	MARCH TOWING SERVICES	103047-6181 Towing Services	AP061616	165.00 177412	P10696	00091249	06/16/2016
MW OH	ANAHEIM FULLERTON V006631	FEB TOWING SERVICES	103047-6181 Towing Services	AP061616	90.75 180492	P10696	00091249	06/16/2016
MW OH	ANAHEIM FULLERTON V006631	FEB TOWING SERVICES	103047-6181 Towing Services	AP061616	165.00 180500	P10696	00091249	06/16/2016
MW OH	ANAHEIM FULLERTON	FEB TOWING SERVICES	103047-6181	AP061616	165.00 181157	P10696	00091249	06/16/2016

**City of Placentia
Check Register
For 07/07/2016**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
	V006631		Towing Services					
MW OH	ANAHEIM FULLERTON V006631	FEB TOWING SERVICES	103047-6181 Towing Services	AP061616	165.00 181158	P10696	00091249	06/16/2016
MW OH	ANAHEIM FULLERTON V006631	MARCH TOWING SERVICES	103047-6181 Towing Services	AP061616	165.00 181169	P10696	00091249	06/16/2016
MW OH	ANAHEIM FULLERTON V006631	FEB TOWING SERVICES	103047-6181 Towing Services	AP061616	90.75 181260	P10696	00091249	06/16/2016
MW OH	ANAHEIM FULLERTON V006631	FEB TOWING SERVICES	103047-6181 Towing Services	AP061616	165.00 181276	P10696	00091249	06/16/2016
MW OH	ANAHEIM FULLERTON V006631	FEB TOWING SERVICES	103047-6181 Towing Services	AP061616	165.00 181292	P10696	00091249	06/16/2016
MW OH	ANAHEIM FULLERTON V006631	FEB TOWING SERVICES	103047-6181 Towing Services	AP061616	165.00 181357	P10696	00091249	06/16/2016
MW OH	ANAHEIM FULLERTON V006631	FEB TOWING SERVICES	103047-6181 Towing Services	AP061616	90.75 181358	P10696	00091249	06/16/2016
MW OH	ANAHEIM FULLERTON V006631	FEB TOWING SERVICES	103047-6181 Towing Services	AP061616	165.00 181387	P10696	00091249	06/16/2016
MW OH	ANAHEIM FULLERTON V006631	FEB TOWING SERVICES	103047-6181 Towing Services	AP061616	90.75 181395	P10696	00091249	06/16/2016
MW OH	ANAHEIM FULLERTON V006631	MARCH TOWING SERVICES	103047-6181 Towing Services	AP061616	165.00 181423	P10696	00091249	06/16/2016
MW OH	ANAHEIM FULLERTON V006631	MARCH TOWING SERVICES	103047-6181 Towing Services	AP061616	90.75 181424	P10696	00091249	06/16/2016
MW OH	ANAHEIM FULLERTON V006631	MARCH TOWING SERVICES	103047-6181 Towing Services	AP061616	90.75 181469	P10696	00091249	06/16/2016
MW OH	ANAHEIM FULLERTON V006631	FEB TOWING SERVICES	103047-6181 Towing Services	AP061616	90.75 181704	P10696	00091249	06/16/2016
MW OH	ANAHEIM FULLERTON V006631	MARCH TOWING SERVICES	103047-6181 Towing Services	AP061616	165.00 181817	P10696	00091249	06/16/2016
MW OH	ANAHEIM FULLERTON	MARCH TOWING SERVICES	103047-6181	AP061616	165.00 181869	P10696	00091249	06/16/2016

City of Placentia
Check Register
For 07/07/2016

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V006631		Towing Services						
MW OH	ANAHEIM FULLERTON V006631	MARCH TOWING SERVICES	103047-6181 Towing Services	AP061616	165.00	181887	P10696	00091249	06/16/2016
MW OH	ANAHEIM FULLERTON V006631	MARCH TOWING SERVICES	103047-6181 Towing Services	AP061616	90.75	181889	P10696	00091249	06/16/2016
MW OH	ANAHEIM FULLERTON V006631	MARCH TOWING SERVICES	103047-6181 Towing Services	AP061616	90.75	181896	P10696	00091249	06/16/2016
MW OH	ANAHEIM FULLERTON V006631	FEB TOWING SERVICES	103047-6181 Towing Services	AP061616	90.75	181965	P10696	00091249	06/16/2016
MW OH	ANAHEIM FULLERTON V006631	FEB TOWING SERVICES	103047-6181 Towing Services	AP061616	90.75	181989	P10696	00091249	06/16/2016
MW OH	ANAHEIM FULLERTON V006631	FEB TOWING SERVICES	103047-6181 Towing Services	AP061616	90.75	182000	P10696	00091249	06/16/2016
MW OH	ANAHEIM FULLERTON V006631	MARCH TOWING SERVICES	103047-6181 Towing Services	AP061616	90.75	182138	P10696	00091249	06/16/2016
MW OH	ANAHEIM FULLERTON V006631	MARCH TOWING SERVICES	103047-6181 Towing Services	AP061616	165.00	182391	P10696	00091249	06/16/2016
				Check Total:	4,331.25				
MW OH	ARAMARK UNIFORM V004232	PW UNIFORMS	103650-6360 Uniforms	AP061616	203.63	531579985		00091251	06/16/2016
MW OH	ARAMARK UNIFORM V004232	FACILITY MAT CLEANING	103654-6301 Special Department Supplies	AP061616	153.71	531579986		00091251	06/16/2016
MW OH	ARAMARK UNIFORM V004232	PW UNIFORMS	103650-6360 Uniforms	AP061616	203.63	531597094		00091251	06/16/2016
MW OH	ARAMARK UNIFORM V004232	FACILITY MAT CLEANING	103654-6301 Special Department Supplies	AP061616	252.91	531597095		00091251	06/16/2016
				Check Total:	813.88				
MW OH	ARMA INTERNATIONAL V009245	MEMBERSHIP - PISCHEL	101513-6255 Dues & Memberships	AP061616	215.00	438667		00091252	06/16/2016

**City of Placentia
Check Register
For 07/07/2016**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
				Check Total:	215.00			
MW OH	ATHENS SERVICES V006622	APRIL STREET SWEEPING SVS	103652-6290 Dept. Contract Services	AP061616	14,748.18 2108978	P10655	00091253	06/16/2016
				Check Total:	14,748.18			
MW OH	B & M LAWN & GARDEN V000127	CHAINSAW CHAIN	103655-6301 Special Department Supplies	AP061616	64.80 275743		00091254	06/16/2016
				Check Total:	64.80			
MW OH	BEARD ELECTRIC V004055	PLACENTIA PUMP STATION MAINT	103652-6290 / 61138-6290 Dept. Contract Services	AP061616	577.38 49962		00091255	06/16/2016
MW OH	BEARD ELECTRIC V004055	MELROSE PUMP STATION MAINT	103652-6290 Dept. Contract Services	AP061616	726.75 49963		00091255	06/16/2016
				Check Total:	1,304.13			
MW OH	BICKMORE RISK SERVICES V006727	AB 1234 ETHICS TRAINING	101512-6250 Staff Training	AP061616	2,900.00 BRS-0013583	P10850	00091256	06/16/2016
MW OH	BICKMORE RISK SERVICES V006727	AB 1825 HARASSMENT TRAINING	101512-6250 Staff Training	AP061616	2,900.00 BRS-0013583	P10850	00091256	06/16/2016
				Check Total:	5,800.00			
MW OH	CALIFORNIA DENTAL V008102	JUNE DENTAL INSURANCE	395083-5162 Dental Insurance Premiums	AP061616	203.30 002171-JUNE 16		00091257	06/16/2016
MW OH	CALIFORNIA DENTAL V008102	JUNE DENTAL INSURANCE	395000-4720 ISF Dental Ins Reimbursement	AP061616	534.40 002171-JUNE 16		00091257	06/16/2016
				Check Total:	737.70			
MW OH	CALIFORNIA FORENSIC V000232	MAY BLOOD DRAWS FOR PD	103040-6055 Medical Services	AP061616	2,084.25 05.31.16	P10688	00091258	06/16/2016
				Check Total:	2,084.25			
MW OH	CALIFORNIA SURVEY & V010058	TAX	510000-6840 Machinery & Equipment	AP061616	89.52 59368/1	P10847	00091259	06/16/2016
MW OH	CALIFORNIA SURVEY & V010058	CADZONE SOFTWARE NETWORK	510000-6840 Machinery & Equipment	AP061616	212.50 59368/1	P10847	00091259	06/16/2016

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MW OH	CALIFORNIA SURVEY & V010058	SOFTWARE STATION	510000-6840 Machinery & Equipment	AP061616	1,895.25	59368/1	P10847	00091259	06/16/2016
MW OH	CALIFORNIA SURVEY & V010058	FARO'S CAD ZONE CRASH ZONE	510000-6840 Machinery & Equipment	AP061616	569.05	59368/1	P10847	00091259	06/16/2016
Check Total:					2,766.32				
MW OH	CALMAT CO. V010007	ASPHALT	103652-6301 Special Department Supplies	AP061616	418.35	71143325		00091260	06/16/2016
Check Total:					418.35				
MW OH	CAR WASH OF AMERICA V000771	MAY PD CAR WASHES	103658-6134 Vehicle Repair & Maintenance	AP061616	385.66	MAY 2016		00091261	06/16/2016
MW OH	CAR WASH OF AMERICA V000771	MAY CITY CAR WASHES	103658-6134 Vehicle Repair & Maintenance	AP061616	84.85	MAY 2016		00091261	06/16/2016
Check Total:					470.51				
MW OH	CARL WARREN & CO V008011	MAY 3RD PARTY LIABILITY CLAIMS	404582-6025 Third Party Administration	AP061616	1,541.66	1756576	P10667	00091262	06/16/2016
Check Total:					1,541.66				
MW OH	CCAC V008820	MEMBERSHIP - RAMIREZ	101002-6255 Dues & Memberships	AP061616	70.00	10883798		00091263	06/16/2016
MW OH	CCAC V008820	MEMBERSHIP - MARTINEZ	101002-6255 Dues & Memberships	AP061616	70.00	1230		00091263	06/16/2016
MW OH	CCAC V008820	MEMBERSHIP - MELIA	101002-6255 Dues & Memberships	AP061616	170.00	1237		00091263	06/16/2016
Check Total:					310.00				
MW OH	CELLEBRITE USA INC V008838	CELL PHONE TRACKING SOFTWARE	103042-6290 Dept. Contract Services	AP061616	3,098.99	INVUS171289	P10846	00091264	06/16/2016
Check Total:					3,098.99				
MW OH	CITY OF BREA V000125	BUSINESS CARDS - ZAMBRANO	104070-6230 Printing & Binding	AP061616	14.99	ASCS000102		00091265	06/16/2016
Check Total:					14.99				

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MW OH	CJ SUPPRESSION INC V009847	FIRE SPRINKLER INSPECTION	103654-6137 Repair Maint/Equipment	AP061616	450.00	16612		00091266	06/16/2016
MW OH	CJ SUPPRESSION INC V009847	FIRE SPRINKLER INSPECTION	103654-6137 Repair Maint/Equipment	AP061616	999.61	16703		00091266	06/16/2016
Check Total:					1,449.61				
MW OH	COUNTY OF ORANGE V007152	MAY OCATS PHONE SVS	103043-6137 Repair Maint/Equipment	AP061616	784.00	SH 43145	P10690	00091267	06/16/2016
MW OH	COUNTY OF ORANGE V007152	3RD QTR ANIMAL CARE SERVICES	103045-6280 Animal Control Services	AP061616	51,257.00	AC1690048	P10774	00091267	06/16/2016
Check Total:					52,041.00				
MW OH	CREATIVE MANAGEMENT V004369	APR-MAY CLASS & COMP STUDY SVS	801512-6001 Management Consulting Services	AP061616	1,950.00	060116	P10828	00091268	06/16/2016
Check Total:					1,950.00				
MW OH	DATA TICKET INC. V006119	APR CODE CITATION PROCESSING	103046-6290 Dept. Contract Services	AP061616	1,662.00	70217		00091269	06/16/2016
Check Total:					1,662.00				
MW OH	DFS FLOORING INC V000099	MAY CARPET CLEANING	103654-6130 Repair & Maint/Facilities	AP061616	635.00	305857-6		00091270	06/16/2016
Check Total:					635.00				
MW OH	DISTINGUISHED PEST V003466	QUARTERLY PEST CONTROL	103654-6290 Dept. Contract Services	AP061616	1,235.00	13199		00091271	06/16/2016
Check Total:					1,235.00				
MW OH	EJ WARD INC V001108	FUEL READER FOR PD VEHICLE	103658-6345 Gasoline & Diesel Fuel	AP061616	463.74	0056524-IN		00091272	06/16/2016
Check Total:					463.74				
MW OH	ENTENMANN-ROVIN CO V000342	PD BADGES	103041-6301 Special Department Supplies	AP061616	124.70	0118036-IN		00091273	06/16/2016
Check Total:					124.70				
MW OH	FAIRWAY FORD	VEHICLE MAINT SUPPLIES	103658-6137	AP061616	68.47	218607		00091274	06/16/2016

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	V000376		Repair Maint/Equipment						
				Check Total:	68.47				
MW OH	FIDELITY SECURITY LIFE V008132	MAY VISION INSURANCE PREMIUMS	\$95083-5164 Optical Insurance Premiums	AP061616	1,222.29	631517		00091275	06/16/2016
MW OH	FIDELITY SECURITY LIFE V008132	MAY VISION INSURANCE PREMIUMS	\$95000-4740 ISF Employee Optical Costs	AP061616	1,712.90	631517		00091275	06/16/2016
				Check Total:	2,935.19				
MW OH	FREEDOM V009955	MAY LEGAL ADVERTISING	101002-6225 Advertising/Promotional	AP061616	882.00	06132016		00091276	06/16/2016
				Check Total:	882.00				
MW OH	GLASBY MAINT. SUPPLY V000445	COTILE CLEANER	103654-6301 Special Department Supplies	AP061616	30.72	268892A		00091277	06/16/2016
				Check Total:	30.72				
MW OH	GOLDEN STATE WATER V000928	APRIL-JUNE WATER CHARGES	109595-6335 Water	AP061616	3,617.66	060716		00091278	06/16/2016
				Check Total:	3,617.66				
MW OH	HALO CONFIDENTIAL V008544	MAY PD TRAINING MANAGEMENT	103040-6290 Dept. Contract Services	AP061616	4,653.25	0061	P10661	00091279	06/16/2016
				Check Total:	4,653.25				
MW OH	HI-WAY SAFETY RENTALS V000459	STREET SIGN BATTERY	103652-6301 Special Department Supplies	AP061616	1,078.15	42141		00091280	06/16/2016
				Check Total:	1,078.15				
MW OH	HONEYWELL V001388	A/C REPAIRS	103654-6130 Repair & Maint/Facilities	AP061616	1,088.12	5236572001		00091281	06/16/2016
MW OH	HONEYWELL V001388	A/C REPAIRS	103654-6130 Repair & Maint/Facilities	AP061616	1,638.31	5236600011		00091281	06/16/2016
				Check Total:	2,726.43				
MW OH	HOPLEY, LAUREN V010071	PD TRAINING MEALS, MILEAGE	103040-6250 Staff Training	AP061616	180.80	060416		00091282	06/16/2016

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				Check Total:	180.80			
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	AP061616	118.80 2613799-00		00091283	06/16/2016
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	AP061616	315.48 2621700-00		00091283	06/16/2016
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	AP061616	330.03 2623363-00		00091283	06/16/2016
				Check Total:	764.31			
MW OH	INTERNAL CONTROL V000504	MARCH PRE EMPLOYMENT EXAMS	103040-6099 Professional Services	AP061616	420.00 10842		00091284	06/16/2016
MW OH	INTERNAL CONTROL V000504	APRIL PRE EMPLOYMENT EXAMS	103040-6099 Professional Services	AP061616	420.00 10864		00091284	06/16/2016
				Check Total:	840.00			
MW OH	JOHNSON, DESIREE V010072	DEPOSIT REFUND - WHITTEN	100000-4385 Facility Rental	AP061616	150.00 2001152.002		00091285	06/16/2016
				Check Total:	150.00			
MW OH	JONES & MAYER V009822	MAY LEGAL SERVICES	101005-6005 Legal Services	AP061616	31,116.50 77872		00091286	06/16/2016
MW OH	JONES & MAYER V009822	MAY LEGAL SERVICES	101005-6005 Legal Services	AP061616	210.00 77873		00091286	06/16/2016
MW OH	JONES & MAYER V009822	MAY LEGAL SERVICES	101005-6005 Legal Services	AP061616	735.00 77878		00091286	06/16/2016
MW OH	JONES & MAYER V009822	MAY LEGAL SERVICES	101005-6005 / 10044-6005 Legal Services	AP061616	21,177.00 77882		00091286	06/16/2016
MW OH	JONES & MAYER V009822	MAY LEGAL SERVICES	101005-6005 Legal Services	AP061616	4,504.50 77883		00091286	06/16/2016
MW OH	JONES & MAYER V009822	MAY LEGAL SERVICES	101005-6005 Legal Services	AP061616	26,754.00 77885		00091286	06/16/2016
MW OH	JONES & MAYER	MAY LEGAL SERVICES	101005-6005 / 10044-6005	AP061616	5,391.24 77886		00091286	06/16/2016

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	V009822		Legal Services						
MW OH	JONES & MAYER V009822	MAY LEGAL SERVICES	101005-6005 / 10044-6005 Legal Services	AP061616	3,205.09	77887		00091286	06/16/2016
MW OH	JONES & MAYER V009822	MAY LEGAL SERVICES	101005-6005 Legal Services	AP061616	378.00	77888		00091286	06/16/2016
MW OH	JONES & MAYER V009822	MAY LEGAL SERVICES	547525-6005 Legal Services	AP061616	58.50	77893		00091286	06/16/2016
MW OH	JONES & MAYER V009822	MAY LEGAL SERVICES	101005-6005 Legal Services	AP061616	916.50	77894		00091286	06/16/2016
MW OH	JONES & MAYER V009822	MAY LEGAL SERVICES	101005-6005 Legal Services	AP061616	483.00	77895		00091286	06/16/2016
Check Total:					94,929.33				
MW OH	MADRIGAL, RAUL V002903	SPRING TUITION REIMBURSEMENT	109595-5150 Tuition Reimbursement	AP061616	821.26	052316		00091287	06/16/2016
Check Total:					821.26				
MW OH	MATSON, DARLENE V010073	CLASS REFUND	100000-4340 / 79348-4340 Recreation Programs	AP061616	110.00	2001150.002		00091288	06/16/2016
Check Total:					110.00				
MW OH	MONJARAS & WISMEYER V009860	ERGONOMIC EVALUATION	404580-5165 Workers' Compensation Claims	AP061616	1,673.43	13736		00091289	06/16/2016
Check Total:					1,673.43				
MW OH	MORALES, MARIO V010069	DRIVERS LICENSE REIMBURSEMENT	03652-6301 Special Department Supplies	AP061616	73.00	061316		00091290	06/16/2016
Check Total:					73.00				
MW OH	NICHOLS CONSULTING V009681	JUNE CONSULTING SERVICES	103040-6290 Dept. Contract Services	AP061616	750.00	2016-9830101-01		00091291	06/16/2016
Check Total:					750.00				
MW OH	NORTHSTAR DEMOLITION V010075	DEMOLITION BOND REFUND	0044-2033 Construction & Demo Deposit	AP061616	3,753.72	40-16-009		00091292	06/16/2016

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				Check Total:	3,753.72			
MW OH	NOVA SECURITY SYSTEMS V009819	ACCESS CONTROL SYSTEM	333523-6899 / 30031-6899 Other Capital Outlay	AP061616	5,833.38 8797	P10813	00091293	06/16/2016
MW OH	NOVA SECURITY SYSTEMS V009819	INSTALL ELECTRIC DOOR	333523-6899 / 30031-6899 Other Capital Outlay	AP061616	4,403.43 8797	P10813	00091293	06/16/2016
				Check Total:	10,236.81			
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103040-6315 Office Supplies	AP061616	160.83 56536		00091294	06/16/2016
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	101513-6315 Office Supplies	AP061616	253.36 56828		00091294	06/16/2016
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	102020-6315 Office Supplies	AP061616	120.30 56906		00091294	06/16/2016
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	103650-6315 Office Supplies	AP061616	34.02 56969		00091294	06/16/2016
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	101513-6315 Office Supplies	AP061616	236.23 B56828-1		00091294	06/16/2016
				Check Total:	804.74			
MW OH	ONE STOP PARTS SOURCE V007231	WINDSHIELD WIPER BLADES	103658-6301 Special Department Supplies	AP061616	14.42 592824		00091295	06/16/2016
				Check Total:	14.42			
MW OH	ORANGE COUNTY V007306	MAY PARKING CITATIONS	0044-2038 Parking Fines	AP061616	8,225.00 060816		00091296	06/16/2016
				Check Total:	8,225.00			
MW OH	ORIGINAL WATERMEN V006320	AQUATIC STAFF UNIFORMS	104071-6360 Uniforms	AP061616	2,466.75 37802		00091297	06/16/2016
				Check Total:	2,466.75			
MW OH	PARKHOUSE TIRE INC V004472	TIRES	103658-6301 Special Department Supplies	AP061616	577.46 1020160757		00091298	06/16/2016
				Check Total:	577.46			

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MW OH	PARS V006999	JUNE PARS/ARS FEES	395083-6025 Third Party Administration	AP061616	423.54 34731		00091299	06/16/2016
				Check Total:	423.54			
MW OH	PERMIT MANAGEMENT V009865	6/6-8 BLDG PERMIT TECH SVS	102532-6290 Dept. Contract Services	AP061616	976.25 PL16-021	P10728	00091300	06/16/2016
				Check Total:	976.25			
MW OH	PLACENTIA YORBA LINDA V000794	PRINTING SVS - PD ENVELOPES	103040-6290 Dept. Contract Services	AP061616	157.95 611189		00091301	06/16/2016
				Check Total:	157.95			
MW OH	POWERSTRIDE BATTERY CO V000785	BATTERIES	103658-6301 Special Department Supplies	AP061616	94.73 C 63364		00091302	06/16/2016
MW OH	POWERSTRIDE BATTERY CO V000785	BATTERIES	103658-6301 Special Department Supplies	AP061616	89.38 C 63400		00091302	06/16/2016
				Check Total:	184.11			
MW OH	PRINCIPAL LIFE V008141	JUNE DENTAL INSURANCE	395000-4720 ISF Dental Ins Reimbursement	AP061616	658.56 JUNE 2016		00091303	06/16/2016
MW OH	PRINCIPAL LIFE V008141	JUNE DENTAL INSURANCE	395083-5162 Dental Insurance Premiums	AP061616	697.76 JUNE 2016		00091303	06/16/2016
				Check Total:	1,356.32			
MW OH	PRO FORCE LAW V003428	TASER HOLSTERS	103041-6301 Special Department Supplies	AP061616	1,965.77 275048	P10823	00091304	06/16/2016
MW OH	PRO FORCE LAW V003428	CREDIT - TASER HOLTERS	103041-6301 Special Department Supplies	AP061616	-681.05 CR269524	P10823	00091304	06/16/2016
MW OH	PRO FORCE LAW V003428	TAX & SHIPPING	103041-6301 Special Department Supplies	AP061616	20.46 276341	P10845	00091304	06/16/2016
MW OH	PRO FORCE LAW V003428	OC HOLSTER	103041-6301 Special Department Supplies	AP061616	255.75 276341	P10845	00091304	06/16/2016
				Check Total:	1,560.93			
MW OH	RAGGED ROBIN RANCH INC	5/31-6/9 PLANNING TECH SVS	102531-6290	AP061616	1,920.00 CR6916	P10670	00091305	06/16/2016

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	V009274		Dept. Contract Services					
MW OH	RAGGED ROBIN RANCH INC V009274	5/31-6/9 PLANNING SERVICES	102531-6290 Dept. Contract Services	AP061616	4,920.00 CR6916	P10670	00091305	06/16/2016
					Check Total:	6,840.00		
MW OH	RIVERSIDE COUNTY V008065	JAIL TRAINING - R. GOMEZ	103040-6250 Staff Training	AP061616	124.00 060916		00091306	06/16/2016
					Check Total:	124.00		
MW OH	SA AQUATICS V002842	MAY CITY HALL FOUNTAIN MAINT	0010-1220 Accts Rec/Plac Library Dist	AP061616	142.50 204397		00091307	06/16/2016
MW OH	SA AQUATICS V002842	MAY CITY HALL FOUNTAIN MAINT	103654-6290 Dept. Contract Services	AP061616	142.50 204397		00091307	06/16/2016
					Check Total:	285.00		
MW OH	SCIENTIA CONSULTING V005617	JUNE MDC MAINT SVS	103043-6099 Professional Services	AP061616	1,254.00 7812	P10659	00091308	06/16/2016
					Check Total:	1,254.00		
MW OH	STATE CONTROLLER'S V009724	FTB OFFSET PROGRAM	102020-6025 Third Party Administration	AP061616	22.86 52522		00091309	06/16/2016
					Check Total:	22.86		
MW OH	SWART, JOANNE V008638	CLASS REFUND	100000-4340 / 79348-4340 Recreation Programs	AP061616	110.00 2001149.002		00091310	06/16/2016
					Check Total:	110.00		
MW OH	T-MOBILE V004339	MAY CELL PHONE CHARGES	109595-6215 Telephone	AP061616	1,278.17 MAY 16		00091311	06/16/2016
MW OH	T-MOBILE V004339	MAY PD CELL PHONE CHARGES	109595-6215 Telephone	AP061616	666.78 MAY PD 16		00091311	06/16/2016
					Check Total:	1,944.95		
MW OH	TEAM ONE MANAGEMENT V010070	MAY PARK JANITORIAL SVS	103655-6115 Landscaping	AP061616	4,337.50 1		00091312	06/16/2016
					Check Total:	4,337.50		

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MW OH	TRAFFIC MANAGEMENT V008463	STREET SIGNS	103652-6130 Repair & Maint/Facilities	AP061616	154.27 291791		00091313	06/16/2016
					Check Total:	154.27		
MW OH	TRANSUNION RISK & V009317	APRIL DATABASE TRANSACTIONS	103040-6290 Dept. Contract Services	AP061616	110.75 060116		00091314	06/16/2016
					Check Total:	110.75		
MW OH	TRILLIUM CNG (1720) V007952	MAY CNG FUEL	103658-6345 Gasoline & Diesel Fuel	AP061616	24.74 INV0018094		00091315	06/16/2016
					Check Total:	24.74		
MW OH	TURBO DATA SYSTEMS INC V001238	PARKING CITATION PROCESSING	103047-6290 Dept. Contract Services	AP061616	432.00 24422	P10709	00091316	06/16/2016
					Check Total:	432.00		
MW OH	US BANK PARS #6746022400 V008781	PARS/ARS P/E 6/4 PD 6/10	0010-2126 Employee PARS/ARS W/H	AP061616	1,231.30 61016K		00091317	06/16/2016
MW OH	US BANK PARS #6746022400 V008781	PARS/ARS P/E 6/4 PD 6/10	0010-2131 Employer PARS/ARS Payable	AP061616	1,231.30 61016K		00091317	06/16/2016
					Check Total:	2,462.60		
MW OH	VORTEX INDUSTRIES INC. V009180	PD DOOR REPAIRS	103654-6130 Repair & Maint/Facilities	AP061616	384.00 08-1035489-1		00091318	06/16/2016
					Check Total:	384.00		
MW OH	WEST COAST LIGHTS & SIREN V006106	INSTALL STORAGE BOXES	103041-6301 Special Department Supplies	AP061616	2,696.81 13224	P10820	00091319	06/16/2016
MW OH	WEST COAST LIGHTS & SIREN V006106	INSTALL STORAGE BOXES	103041-6301 Special Department Supplies	AP061616	2,696.81 13233	P10820	00091319	06/16/2016
					Check Total:	5,393.62		
MW OH	YAMAGUCHI, JEREMY V001566	TRAVEL REIMBURSEMENT	101001-6245 Meetings & Conferences	AP061616	122.08 060816		00091320	06/16/2016
					Check Total:	122.08		
MW OH	CALIFORNIA STATE	P/E 6/5/16 PD DATE 6/24/16	0010-2196	PY16013	952.79 2700/1601013		00091321	06/24/2016

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	V004813		Garnishments W/H						
MW OH	CALIFORNIA STATE V004813	P/E 6/5/16 PD DATE 6/24/16	0048-2196 Garnishments W/H	PY16013	126.63	2700/1601013		00091321	06/24/2016
MW OH	CALIFORNIA STATE V004813	P/E 6/5/16 PD DATE 6/24/16	0037-2196 Garnishments W/H	PY16013	46.15	2700/1601013		00091321	06/24/2016
MW OH	CALIFORNIA STATE V004813	P/E 6/5/16 PD DATE 6/24/16	0029-2196 Garnishments W/H	PY16013	22.49	2700/1601013		00091321	06/24/2016
Check Total:					1,148.06				
MW OH	GREAT WEST V006983	P/E 6/5/16 PD DATE 6/24/16	0029-2172 Deferred Comp Pay. - Gr West	PY16013	6.95	2607/1601013		00091322	06/24/2016
MW OH	GREAT WEST V006983	P/E 6/5/16 PD DATE 6/24/16	0048-2172 Deferred Comp Pay. - Gr West	PY16013	31.95	2607/1601013		00091322	06/24/2016
MW OH	GREAT WEST V006983	P/E 6/5/16 PD DATE 6/24/16	0010-2172 Deferred Comp Pay. - Gr West	PY16013	858.37	2607/1601013		00091322	06/24/2016
Check Total:					897.27				
MW OH	ORANGE COUNTY V000699	P/E 6/5/16 PD DATE 6/24/16	0037-2176 PCEA/OCEA Assoc Dues	PY16013	0.96	2610/1601013		00091323	06/24/2016
MW OH	ORANGE COUNTY V000699	P/E 6/5/16 PD DATE 6/24/16	0048-2176 PCEA/OCEA Assoc Dues	PY16013	22.14	2610/1601013		00091323	06/24/2016
MW OH	ORANGE COUNTY V000699	P/E 6/5/16 PD DATE 6/24/16	0029-2176 PCEA/OCEA Assoc Dues	PY16013	7.68	2610/1601013		00091323	06/24/2016
MW OH	ORANGE COUNTY V000699	P/E 6/5/16 PD DATE 6/24/16	0010-2176 PCEA/OCEA Assoc Dues	PY16013	296.30	2610/1601013		00091323	06/24/2016
Check Total:					327.08				
MW OH	ORANGE COUNTY SHERIFF V005007	P/E 6/5/16 PD DATE 6/24/16	0010-2196 Garnishments W/H	PY16013	417.87	2714/1601013		00091324	06/24/2016
Check Total:					417.87				
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 6/5/16 PD DATE 6/24/16	0048-2176 PCEA/OCEA Assoc Dues	PY16013	2.30	2615/1601013		00091325	06/24/2016

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MW OH	PCEA C/O NORTH ORANGE V000679	COE 6/5/16 PD DATE 6/24/16	0037-2176 PCEA/OCEA Assoc Dues	PY16013	0.10	2615/1601013		00091325	06/24/2016
MW OH	PCEA C/O NORTH ORANGE V000679	COE 6/5/16 PD DATE 6/24/16	0029-2176 PCEA/OCEA Assoc Dues	PY16013	0.80	2615/1601013		00091325	06/24/2016
MW OH	PCEA C/O NORTH ORANGE V000679	COE 6/5/16 PD DATE 6/24/16	0010-2176 PCEA/OCEA Assoc Dues	PY16013	30.80	2615/1601013		00091325	06/24/2016
Check Total:					34.00				
MW OH	PLACENTIA POLICE V000839	P/E 6/5/16 PD DATE 6/24/16	0010-2180 Police Mgmt Assn Dues	PY16013	942.52	2625/1601013		00091326	06/24/2016
Check Total:					942.52				
MW OH	PLACENTIA POLICE V003519	P/E 6/5/16 PD DATE 6/24/16	0010-2178 Placentia Police Assoc Dues	PY16013	3,062.94	2620/1601013		00091327	06/24/2016
Check Total:					3,062.94				
MW OH	VANTAGEPOINT TRANSFER V007191	P/E 6/5/16 PD DATE 6/24/16	0010-2170 Deferred Comp Payable - ICMA	PY16013	1,062.55	2606/1601013		00091328	06/24/2016
MW OH	VANTAGEPOINT TRANSFER V007191	P/E 6/5/16 PD DATE 6/24/16	0029-2170 Deferred Comp Payable - ICMA	PY16013	12.39	2606/1601013		00091328	06/24/2016
MW OH	VANTAGEPOINT TRANSFER V007191	P/E 6/5/16 PD DATE 6/24/16	0048-2170 Deferred Comp Payable - ICMA	PY16013	21.56	2606/1601013		00091328	06/24/2016
MW OH	VANTAGEPOINT TRANSFER V007191	P/E 6/5/16 PD DATE 6/24/16	0037-2170 Deferred Comp Payable - ICMA	PY16013	17.06	2606/1601013		00091328	06/24/2016
Check Total:					1,113.56				
MW OH	A-1 AUTO BODY AND V005848	JAN CSUF PD TOWING SERVICES	103047-6181 Towing Services	AP062216	165.00	103917	P10695	00091329	06/23/2016
MW OH	A-1 AUTO BODY AND V005848	FEB CSUF PD TOWING SERVICES	103047-6181 Towing Services	AP062216	165.00	104013	P10695	00091329	06/23/2016
MW OH	A-1 AUTO BODY AND V005848	FEB CSUF PD TOWING SERVICES	103047-6181 Towing Services	AP062216	90.75	104016	P10695	00091329	06/23/2016
MW OH	A-1 AUTO BODY AND	JAN CSUF PD TOWING SERVICES	103047-6181	AP062216	165.00	104071	P10695	00091329	06/23/2016

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	V005848		Towing Services						
MW OH	A-1 AUTO BODY AND V005848	FEB CSUF PD TOWING SERVICES	103047-6181 Towing Services	AP062216	165.00	104075	P10695	00091329	06/23/2016
MW OH	A-1 AUTO BODY AND V005848	FEB CSUF PD TOWING SERVICES	103047-6181 Towing Services	AP062216	165.00	104201	P10695	00091329	06/23/2016
MW OH	A-1 AUTO BODY AND V005848	MARCH CSUF PD TOWING SERVICES	103047-6181 Towing Services	AP062216	165.00	104259	P10695	00091329	06/23/2016
MW OH	A-1 AUTO BODY AND V005848	FEB CSUF PD TOWING SERVICES	103047-6181 Towing Services	AP062216	165.00	104264	P10695	00091329	06/23/2016
MW OH	A-1 AUTO BODY AND V005848	MARCH CSUF PD TOWING SERVICES	103047-6181 Towing Services	AP062216	90.75	104450	P10695	00091329	06/23/2016
MW OH	A-1 AUTO BODY AND V005848	MARCH CSUF PD TOWING SERVICES	103047-6181 Towing Services	AP062216	90.75	104452	P10695	00091329	06/23/2016
MW OH	A-1 AUTO BODY AND V005848	MARCH CSUF PD TOWING SERVICES	103047-6181 Towing Services	AP062216	165.00	104472	P10695	00091329	06/23/2016
MW OH	A-1 AUTO BODY AND V005848	MARCH CSUF PD TOWING SERVICES	103047-6181 Towing Services	AP062216	165.00	104511	P10695	00091329	06/23/2016
MW OH	A-1 AUTO BODY AND V005848	MARCH CSUF PD TOWING SERVICES	103047-6181 Towing Services	AP062216	165.00	104516	P10695	00091329	06/23/2016
				Check Total:	1,922.25				
MW OH	ACTION EMBROIDERY CORP V000082	PREC STAFF UNIFORMS	104071-6360 Uniforms	AP062216	2,062.26	0303266		00091330	06/23/2016
				Check Total:	2,062.26				
MW OH	ALL CITY MANAGEMENT V000005	5/22-6/4 CROSSING GUARD SVS	103047-6290 Dept. Contract Services	AP062216	2,644.43	44050	P10692	00091331	06/23/2016
				Check Total:	2,644.43				
MW OH	ARAMARK UNIFORM V004232	PW UNIFORMS	103650-6360 Uniforms	AP062216	203.63	531614155		00091332	06/23/2016
MW OH	ARAMARK UNIFORM	FACILITY MAT CLEANING	103654-6301	AP062216	153.71	531614156		00091332	06/23/2016

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	V004232		Special Department Supplies					
MW OH	ARAMARK UNIFORM V004232	PW UNIFORMS	103650-6360 Uniforms	AP062216	239.88 531631316		00091332	06/23/2016
MW OH	ARAMARK UNIFORM V004232	FACILITY MAT CLEANING	103654-6301 Special Department Supplies	AP062216	252.91 531631317		00091332	06/23/2016
					Check Total:	850.13		
MW OH	ARCZYNSKI, ANDREW V V005588	5/12-25 LITIGATION SVS	102531-6006 / 45057-6006 Litigation	AP062216	275.00 060116		00091333	06/23/2016
MW OH	ARCZYNSKI, ANDREW V V005588	5/11-6/2 LEGAL SERVICES	102531-6099 / 45057-6099 Professional Services	AP062216	990.00 060216		00091333	06/23/2016
					Check Total:	1,265.00		
MW OH	AT & T MOBILITY V008709	5/8-6/7 IPAD CHARGES	109595-6215 Telephone	AP062216	268.51 X06152016		00091334	06/23/2016
					Check Total:	268.51		
MW OH	AT&T V004144	MAY-JUNE PHONE CHARGES	109595-6215 Telephone	AP062216	2,741.69 060616		00091335	06/23/2016
MW OH	AT&T V004144	MAY-JUNE PHONE CHARGES	296561-6215 Telephone	AP062216	430.74 060616		00091335	06/23/2016
					Check Total:	3,172.43		
MW OH	BANK OF AMERICA V008179	JUN SA BANK FEES	547525-6099 Professional Services	AP062216	35.00 0012284462		00091336	06/23/2016
					Check Total:	35.00		
MW OH	BLAIS & ASSOCIATES V008128	APRIL GRANT RESEARCH SVS	109595-6999 Other Expenditure	AP062216	867.50 04-2016-PL1		00091337	06/23/2016
					Check Total:	867.50		
MW OH	CALMAT CO. V010007	ASPHALT	103652-6301 Special Department Supplies	AP062216	371.13 71149082		00091338	06/23/2016
					Check Total:	371.13		
MW OH	CANON FINANCIAL SERVICES	JUNE COPIER LEASE	109595-6175	AP062216	1,624.76 16183078		00091339	06/23/2016

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	V008867		Office Equipment Rental					
				Check Total:	1,624.76			
MW OH	CARL WARREN & CO V008011	3RD PARTY LIABILITY CLAIMS	404582-6025 Third Party Administration	AP062216	1,541.66 1761777	P10667	00091340	06/23/2016
				Check Total:	1,541.66			
MW OH	CEPHAS, DEMETRIUS V008939	DEPOSIT REFUND - BACK BLDG	100000-4385 Facility Rental	AP062216	150.00 2001169.002		00091341	06/23/2016
				Check Total:	150.00			
MW OH	CHAVEZ, ANNIE V007022	DEPOSIT REFUND - KRAEMER	100000-4385 Facility Rental	AP062216	100.00 200001158.002		00091342	06/23/2016
				Check Total:	100.00			
MW OH	CHAVEZ, LAURA V010078	DEPOSIT REFUND - KOCH PARK	100000-4385 Facility Rental	AP062216	100.00 201165.002		00091343	06/23/2016
				Check Total:	100.00			
MW OH	CITY OF BREA V000125	BUSINESS CARDS	101511-6315 Office Supplies	AP062216	26.68 ASCS000101		00091344	06/23/2016
MW OH	CITY OF BREA V000125	BUSNISS CARDS	102020-6315 Office Supplies	AP062216	31.79 ASCS000101		00091344	06/23/2016
MW OH	CITY OF BREA V000125	BUSINESS CARDS	104071-6301 Special Department Supplies	AP062216	41.00 ASCS000103		00091344	06/23/2016
MW OH	CITY OF BREA V000125	PRINTING SVS PD FORMS	103040-6315 Office Supplies	AP062216	208.14 ASCS000104		00091344	06/23/2016
MW OH	CITY OF BREA V000125	OC SWAT VEHICLE MAINT	103041-6301 Special Department Supplies	AP062216	392.91 PSCS000024		00091344	06/23/2016
				Check Total:	700.52			
MW OH	CLEAR CHOICE LIEN SALES V005847	JUNE LIEN SERVICES	103047-6182 Lien Services	AP062216	62.50 130B	P10694	00091345	06/23/2016
MW OH	CLEAR CHOICE LIEN SALES V005847	JUNE LIEN SERVICES	103047-6182 Lien Services	AP062216	12.50 134F	P10694	00091345	06/23/2016

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MW OH	CLEAR CHOICE LIEN SALES JUNE CSUF PD LIEN SVS V005847		103047-6182 Lien Services	AP062216	12.50 134G	P10694	00091345	06/23/2016
MW OH	CLEAR CHOICE LIEN SALES MAY LIEN SERVICES V005847		103047-6182 Lien Services	AP062216	25.00 3556	P10694	00091345	06/23/2016
MW OH	CLEAR CHOICE LIEN SALES JUNE CSUF PD LIEN SVS V005847		103047-6182 Lien Services	AP062216	25.00 3558	P10694	00091345	06/23/2016
MW OH	CLEAR CHOICE LIEN SALES JUNE CSUF PD LIEN SVS V005847		103047-6182 Lien Services	AP062216	7.50 7132	P10694	00091345	06/23/2016
MW OH	CLEAR CHOICE LIEN SALES JUNE LIEN SERVICES V005847		103047-6182 Lien Services	AP062216	7.50 7136	P10694	00091345	06/23/2016
Check Total:					152.50			
MW OH	CRESTLINE SPECIALTIES INSET UP CHARGE V010036		104071-6350 Small Tools/Equipment	AP062216	126.00 3079917	P10836	00091346	06/23/2016
MW OH	CRESTLINE SPECIALTIES INSUNGLASSES V010036		104071-6350 Small Tools/Equipment	AP062216	282.50 3079917	P10836	00091346	06/23/2016
MW OH	CRESTLINE SPECIALTIES INKNK CHARGE V010036		104071-6350 Small Tools/Equipment	AP062216	58.00 3079917	P10836	00091346	06/23/2016
MW OH	CRESTLINE SPECIALTIES INLUNCH COOLER V010036		104071-6350 Small Tools/Equipment	AP062216	468.00 3079917	P10836	00091346	06/23/2016
MW OH	CRESTLINE SPECIALTIES INSHIPPING/TAX V010036		104071-6350 Small Tools/Equipment	AP062216	100.83 3079917	P10836	00091346	06/23/2016
Check Total:					1,035.33			
MW OH	ENTERPRISE FLEET V003312	JUNE PD LEASE VEHICLES	103042-6165 / 50070-6165 Vehicle Rental	AP062216	3,518.85 FBN3024728	P10660	00091347	06/23/2016
Check Total:					3,518.85			
MW OH	ESPINOZA, LISA V008502	DEPOSIT REFUND - AGUIRRE	100000-4385 Facility Rental	AP062216	100.00 2001161.002		00091348	06/23/2016
Check Total:					100.00			
MW OH	FEDEX	SHIPPING CHARGES	102020-6325	AP062216	26.13 5-415-44356		00091349	06/23/2016

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	V000394		Postage						
MW OH	FEDEX V000394	SHIPPING CHARGES	102531-6325 Postage	AP062216	46.48	5-452-20502		00091349	06/23/2016
				Check Total:	72.61				
MW OH	FERGUSON PRAET & V000396	MAY LITIGATION SERVICES	404582-6006 Litigation	AP062216	240.50	20145		00091350	06/23/2016
				Check Total:	240.50				
MW OH	FIS V008518	MAY BUSINESS LICENSE FEES	102020-6025 Third Party Administration	AP062216	367.75	34359896		00091351	06/23/2016
				Check Total:	367.75				
MW OH	GALLO, SYLVIA V010079	DEPOSIT REFUND - KRAEMER	100000-4385 Facility Rental	AP062216	100.00	2001163.002		00091352	06/23/2016
				Check Total:	100.00				
MW OH	GOLDEN STATE WATER V000928	APRIL-JUNE WATER CHARGES	109595-6335 / 61138-6335 Water	AP062216	364.21	061516		00091353	06/23/2016
MW OH	GOLDEN STATE WATER V000928	APRIL-JUNE WATER CHARGES	109595-6335 Water	AP062216	8,595.62	061516		00091353	06/23/2016
				Check Total:	8,959.83				
MW OH	GOMEZ, ROSIE V008922	PD TRAINING MEALS, MILEAGE	103040-6250 Staff Training	AP062216	152.80	060816		00091354	06/23/2016
				Check Total:	152.80				
MW OH	GONZALEZ, GILBERTO V010080	DEPOSIT REFUND - KRAEMER	100000-4385 Facility Rental	AP062216	100.00	2001164.002		00091355	06/23/2016
				Check Total:	100.00				
MW OH	HALO CONFIDENTIAL V008544	JUNE PD BACKGROUND SCREENING	103040-6290 Dept. Contract Services	AP062216	1,911.50	0062	P10661	00091356	06/23/2016
				Check Total:	1,911.50				
MW OH	HONEYWELL V001388	JAN-APRIL A/C MAINTENANCE	103654-6290 Dept. Contract Services	AP062216	9,180.00	5236678945	P10642	00091357	06/23/2016

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MW OH	HONEYWELL V001388	APRIL-JULY A/C MAINTENANCE	103654-6290 Dept. Contract Services	AP062216	9,180.00	5236692440	P10642	00091357	06/23/2016
					Check Total:	18,360.00			
MW OH	HOYT ROOFS INC V003476	ROOFING BOND REFUND	0044-2033 Construction & Demo Deposit	AP062216	100.00	30-16-019		00091358	06/23/2016
					Check Total:	100.00			
MW OH	ICMA RETIREMENT TRUST V010029	DEFERRED P/E 6/4 PD 6/10	0029-2170 Deferred Comp Payable - ICMA	AP062216	40.00	61016		00091359	06/23/2016
MW OH	ICMA RETIREMENT TRUST V010029	DEFERRED P/E 6/4 PD 6/10	0048-2170 Deferred Comp Payable - ICMA	AP062216	40.00	61016		00091359	06/23/2016
MW OH	ICMA RETIREMENT TRUST V010029	DEFERRED P/E 6/4 PD 6/10	0010-2170 Deferred Comp Payable - ICMA	AP062216	806.00	61016		00091359	06/23/2016
					Check Total:	886.00			
MW OH	IMPERIAL SPRINKLER V006506	IRRIGATION SUPPLIES	103655-6301 Special Department Supplies	AP062216	71.43	2628963-00		00091360	06/23/2016
					Check Total:	71.43			
MW OH	KNOTT'S BERRY FARM V000556	YOUTH EXCURSION	104071-6270 Excursions	AP062216	2,010.00	061516		00091361	06/23/2016
MW OH	KNOTT'S BERRY FARM V000556	YOUTH EXCURSION	0044-2059 Community Services Deposits	AP062216	1,500.00	061516		00091361	06/23/2016
					Check Total:	3,510.00			
MW OH	LILLEY PLANNING GROUP V008540	5/23-6/2 PW INSPECTOR SVS	102532-6045 Building Inspection Services	AP062216	1,400.00	INV-1294		00091362	06/23/2016
MW OH	LILLEY PLANNING GROUP V008540	6/6-16 PW INSPECTOR SVS	102532-6045 Building Inspection Services	AP062216	1,600.00	INV-1317		00091362	06/23/2016
MW OH	LILLEY PLANNING GROUP V008540	5/23-6/1 BLDG OFFICIAL SVS	102532-6290 Dept. Contract Services	AP062216	2,312.00	INV-1293	P10782	00091362	06/23/2016
MW OH	LILLEY PLANNING GROUP V008540	JUNE INTERIM DEV SVS DIRECTOR	102531-6290 Dept. Contract Services	AP062216	5,142.50	INV-1315	P10782	00091362	06/23/2016

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MW OH	LILLEY PLANNING GROUP V008540	6/6-15 BLDG OFFICIAL SVS	102532-6290 Dept. Contract Services	AP062216	2,788.00	INV-1316	P10782	00091362	06/23/2016
					Check Total:	13,242.50			
MW OH	LINCOLN AQUATICS V000575	LIFEGUARD CHAIRS	104071-6350 Small Tools/Equipment	AP062216	601.45	SI292481		00091363	06/23/2016
MW OH	LINCOLN AQUATICS V000575	LIFEGUARD TOWERS	104071-6350 Small Tools/Equipment	AP062216	3,839.96	SI1292691	P10839	00091363	06/23/2016
					Check Total:	4,441.41			
MW OH	LOMA VISTA NURSERY V000595	PLANTS FOR PARKING LOT	109595-6999 Other Expenditure	AP062216	3,088.80	162550		00091364	06/23/2016
					Check Total:	3,088.80			
MW OH	MANAGED MOBILE INC V009496	VEHICLE MAINTENANCE	103658-6290 Dept. Contract Services	AP062216	637.51	79951		00091365	06/23/2016
MW OH	MANAGED MOBILE INC V009496	VEHICLE MAINTENANCE	103658-6290 Dept. Contract Services	AP062216	132.00	79972		00091365	06/23/2016
MW OH	MANAGED MOBILE INC V009496	VEHICLE MAINTENANCE	103658-6290 Dept. Contract Services	AP062216	548.44	76769	P10656	00091365	06/23/2016
MW OH	MANAGED MOBILE INC V009496	VEHICLE MAINTENANCE	103658-6290 Dept. Contract Services	AP062216	1,122.39	79893	P10656	00091365	06/23/2016
MW OH	MANAGED MOBILE INC V009496	CREDIT VEHICLE MAINTENANCE	103658-6290 Dept. Contract Services	AP062216	-249.75	CR061316	P10656	00091365	06/23/2016
					Check Total:	2,190.59			
MW OH	MC KENZIE, TOM V005830	PD TRAINING MEALS, MILEAGE	103040-6250 Staff Training	AP062216	241.41	061016		00091366	06/23/2016
					Check Total:	241.41			
MW OH	MTL CONSTRUCTION V010077	REFINISH CONF ROOM TABLE	109595-6999 Other Expenditure	AP062216	2,550.00	16-COP-01		00091367	06/23/2016
					Check Total:	2,550.00			
MW OH	MUNITEMPS	5/31-6/9 CODE ENFORCEMENT SVS	103046-6099	AP062216	1,980.00	126574	P10788	00091368	06/23/2016

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	V009595		Professional Services						
				Check Total:	1,980.00				
MW OH	NEOPOST V006556	POSTAGE MACHINE INK	109595-6325 Postage	AP062216	269.16	SWINV444276		00091369	06/23/2016
				Check Total:	269.16				
MW OH	OFFICE INDUSTRIES V007477	RECYCLED PAPER	109595-6315 Office Supplies	AP062216	196.72	56977		00091370	06/23/2016
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	102020-6315 Office Supplies	AP062216	14.03	57045		00091370	06/23/2016
MW OH	OFFICE INDUSTRIES V007477	RECYCLED PAPER	109595-6315 Office Supplies	AP062216	196.72	57066		00091370	06/23/2016
				Check Total:	407.47				
MW OH	ORANGE COUNTY FIRE V000704	MAY PLAN CHECK CHARGES	0044-2055 Or Co Fire Auth/Pln Rev Depos	AP062216	417.00	PC207105		00091371	06/23/2016
MW OH	ORANGE COUNTY FIRE V000704	MAY PLAN CHECK CHARGES	0044-2055 Or Co Fire Auth/Pln Rev Depos	AP062216	417.00	PC207108		00091371	06/23/2016
MW OH	ORANGE COUNTY FIRE V000704	FIRE/PARAMEDIC FEES	103044-6190 Fire Authority Services	AP062216	1,414,897.25	S0314669	P10657	00091371	06/23/2016
MW OH	ORANGE COUNTY FIRE V000704	PLACENTIA FACILITIES MAINT	103044-6130 Repair & Maint/Facilities	AP062216	6,252.08	S0314669	P10657	00091371	06/23/2016
MW OH	ORANGE COUNTY FIRE V000704	VEHICLE REPLACEMENT FUND	333558-6842 / 61113-6842 Vehicles	AP062216	36,364.00	S0314669	P10657	00091371	06/23/2016
				Check Total:	1,458,347.33				
MW OH	ORTEGA, JACINTO V006155	DEPOSIT REFUND - BACK BLDG	100000-4385 Facility Rental	AP062216	150.00	2001162.002		00091372	06/23/2016
				Check Total:	150.00				
MW OH	PAK WEST PAPER & V000815	SOIL MIX	103652-6301 Special Department Supplies	AP062216	200.55	1138484		00091373	06/23/2016
				Check Total:	200.55				

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MW OH	PATEL, RACHANA V004855	DEPOSIT REFUND - WHITTEN	100000-4385 Facility Rental	AP062216	150.00	2001157.002		00091374	06/23/2016
					Check Total:	150.00			
MW OH	PATRICKS' MUSIC SCHOOL V006887	SUMMER INSTRUCTOR PAYMENT	104071-6060 Instructional Services	AP062216	586.30	SUMMER 2016		00091375	06/23/2016
					Check Total:	586.30			
MW OH	PURE WATER TECHNOLOGY V009593	JUNE PD WATER SERVICE	103041-6301 Special Department Supplies	AP062216	97.20	92055		00091376	06/23/2016
					Check Total:	97.20			
MW OH	REPUBLIC WASTE SERVICES V007205	MAY REFUSE COLLECTION	374386-6101 Disposal	AP062216	210,949.51	676-002584315	P10672	00091377	06/23/2016
					Check Total:	210,949.51			
MW OH	ROY JORGENSEN V008429	FACILITY CONDITION ASSESSMENT	102534-6099 Professional Services	AP062216	4,109.79	26015000-160501		00091378	06/23/2016
					Check Total:	4,109.79			
MW OH	SHRED-IT USA LLC V000905	5/12 DOCUMENT SHRED SVS	374386-6299 Other Purchased Services	AP062216	109.15	9410653806		00091379	06/23/2016
MW OH	SHRED-IT USA LLC V000905	5/26 DOCUMENT SHRED SVS	374386-6299 Other Purchased Services	AP062216	109.15	9410857764		00091379	06/23/2016
MW OH	SHRED-IT USA LLC V000905	6/10 DOCUMENT SHRED SVS	374386-6299 Other Purchased Services	AP062216	109.15	9411051146		00091379	06/23/2016
					Check Total:	327.45			
MW OH	SOUTHERN CALIFORNIA V000910	OCT-JUNE ELECTRICAL CHARGES	296561-6330 Electricity	AP062216	1,659.09	060716		00091380	06/23/2016
MW OH	SOUTHERN CALIFORNIA V000910	OCT-JUNE ELECTRICAL CHARGES	296561-6330 / 61139-6330 Electricity	AP062216	46.84	060716		00091380	06/23/2016
MW OH	SOUTHERN CALIFORNIA V000910	OCT-JUNE ELECTRICAL CHARGES	109595-6330 Electricity	AP062216	19,412.80	060716		00091380	06/23/2016
MW OH	SOUTHERN CALIFORNIA	OCT-JUNE ELECTRICAL CHARGES	0010-1226	AP062216	114.06	060716		00091380	06/23/2016

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	V000910		AR/City of Yorba Linda					
MW OH	SOUTHERN CALIFORNIA V000910	OCT-JUNE ELECTRICAL CHARGES	0010-1228 AR/County of Orange	AP062216	15.59 060716		00091380	06/23/2016
MW OH	SOUTHERN CALIFORNIA V000910	OCT-JUNE ELECTRICAL CHARGES	0010-1232 Accts Rec/City of Anaheim	AP062216	46.85 060716		00091380	06/23/2016
MW OH	SOUTHERN CALIFORNIA V000910	OCT-JUNE ELECTRICAL CHARGES	109595-6330 / 61141-6330 Electricity	AP062216	247.23 060716		00091380	06/23/2016
MW OH	SOUTHERN CALIFORNIA V000910	OCT-JUNE ELECTRICAL CHARGES	286560-6330 Electricity	AP062216	30,084.33 060716		00091380	06/23/2016
				Check Total:	51,626.79			
MW OH	SPARKLETTS V000967	MAY CITY HALL COFFEE SVS	109595-6301 Special Department Supplies	AP062216	1,276.06 4106122051716		00091381	06/23/2016
				Check Total:	1,276.06			
MW OH	THOMSON REUTERS - WEST V009649	MAY WEST INFORMATION CHARGES	03042-6290 Dept. Contract Services	AP062216	167.58 834114929		00091382	06/23/2016
				Check Total:	167.58			
MW OH	TOM DODSON & ASSOCIATES V009472	ENVIRONMENTAL DOC PREP	333554-6185 / 61019-6185 Construction Services	AP062216	1,200.00 PLA-094		00091383	06/23/2016
				Check Total:	1,200.00			
MW OH	TRAFFIC MANAGEMENT V008463	STREET PAINT	103652-6301 Special Department Supplies	AP062216	182.41 294038		00091384	06/23/2016
MW OH	TRAFFIC MANAGEMENT V008463	NO PARKING STENCIL	103652-6305 Traffic Control Devices	AP062216	115.53 294052		00091384	06/23/2016
				Check Total:	297.94			
MW OH	TURBO DATA SYSTEMS INC V001238	APRIL PARKING CITATION	103047-6290 Dept. Contract Services	AP062216	2,504.26 24342	P10852	00091385	06/23/2016
MW OH	TURBO DATA SYSTEMS INC V001238	MAY PARKING CITATION	103047-6290 Dept. Contract Services	AP062216	2,088.23 24478	P10852	00091385	06/23/2016
				Check Total:	4,592.49			

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MW OH	US BANK PARS #6746022400 V008781	PARS/ARS P/E 6/18 PD 6/24	0010-2131 Employer PARS/ARS Payable	AP062216	1,263.66 62416K		00091386	06/23/2016
MW OH	US BANK PARS #6746022400 V008781	PARS/ARS P/E 6/18 PD 6/24	0010-2126 Employee PARS/ARS W/H	AP062216	1,263.66 62416K		00091386	06/23/2016
					Check Total:	2,527.32		
MW OH	WEST COAST ARBORISTS INC V001124	1-15 STREET TREE MAINT	103652-6116 Tree Maintenance	AP062216	105.00 114661	P10668	00091387	06/23/2016
MW OH	WEST COAST ARBORISTS INC V001124	16-31 PARK TREE MAINT	103655-6116 Tree Maintenance	AP062216	2,640.00 116219	P10668	00091387	06/23/2016
					Check Total:	2,745.00		
MW OH	WEST COAST SAND & V001134	SOIL MIX	103652-6301 Special Department Supplies	AP062216	842.40 1138484		00091388	06/23/2016
					Check Total:	842.40		
MW OH	WESTERN TRANSIT V008280	MAY SR. TRANSPORTATION	184071-6401 / 79538-6401 Community Programs	AP062216	4,028.00 2.2566	P10723	00091389	06/23/2016
MW OH	WESTERN TRANSIT V008280	MAY FARMERS MKT	104075-6401 / 79538-6401 Community Programs	AP062216	1,375.00 2.2573	P10723	00091389	06/23/2016
					Check Total:	5,403.00		
MW OH	ZUMAR INDUSTRIES INC V001156	NEIGHBORHOOD WATCH SIGNS	103040-6315 Office Supplies	AP062216	11.90 0164188		00091390	06/23/2016
					Check Total:	11.90		
MW OH	ARAMARK UNIFORM V004232	PW UNIFORMS	103650-6360 Uniforms	AP062916	284.00 531648438		00091391	06/29/2016
MW OH	ARAMARK UNIFORM V004232	FACILITY MAT CLEANING	103654-6301 Special Department Supplies	AP062916	153.71 531648439		00091391	06/29/2016
					Check Total:	437.71		
MW OH	AT & T V008736	6/20-7/19 INTERNET CHARGES	109595-6215 Telephone	AP062916	60.00 JUNE 16		00091392	06/29/2016
					Check Total:	60.00		

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MW OH	B & M LAWN & GARDEN V000127	STREET REPAIR SUPPLIES	103652-6301 Special Department Supplies	AP062916	105.22 279795		00091393	06/29/2016
MW OH	B & M LAWN & GARDEN V000127	PARKS MAINT SUPPLIES	103655-6301 Special Department Supplies	AP062916	105.59 279796		00091393	06/29/2016
MW OH	B & M LAWN & GARDEN V000127	PARKS MAINT SUPPLIES	103655-6301 Special Department Supplies	AP062916	119.07 279797		00091393	06/29/2016
MW OH	B & M LAWN & GARDEN V000127	STREET REPAIR SUPPLIES	103652-6301 Special Department Supplies	AP062916	185.16 279798		00091393	06/29/2016
MW OH	B & M LAWN & GARDEN V000127	PARKS MAINT SUPPLIES	103655-6301 Special Department Supplies	AP062916	197.32 279799		00091393	06/29/2016
MW OH	B & M LAWN & GARDEN V000127	PARK MAINT SUPPLIES	103655-6301 Special Department Supplies	AP062916	199.60 279800		00091393	06/29/2016
MW OH	B & M LAWN & GARDEN V000127	STREET MAINT SUPPLIES	103652-6301 Special Department Supplies	AP062916	355.66 289925		00091393	06/29/2016
					Check Total:	1,267.62		
MW OH	CBE V008124	5/20-6/19 COPIER OVERARGES	109595-6175 Office Equipment Rental	AP062916	650.35 IN1793410		00091394	06/29/2016
MW OH	CBE V008124	5/20-6/19 COPIER OVERARGES	109595-6175 Office Equipment Rental	AP062916	276.33 IN1793411		00091394	06/29/2016
					Check Total:	926.68		
MW OH	DE LA PAZ, SHARLYN V009396	ICMA LOAN REIMBURSEMENT	0010-2170 Deferred Comp Payable - ICMA	AP062916	115.80 062016		00091395	06/29/2016
					Check Total:	115.80		
MW OH	DFS FLOORING INC V000099	JUNE CARPET CLEANING	103654-6130 Repair & Maint/Facilities	AP062916	635.00 305857-7		00091396	06/29/2016
					Check Total:	635.00		
MW OH	DSAN CORPORATION V010066	COUNCIL CHAMBER TIMER SYSTEM	581573-6301 Special Department Supplies	AP062916	2,166.40 938668		00091397	06/29/2016
					Check Total:	2,166.40		

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MW OH	EVERBANK COMMERCIAL V009592	JUNE PRINTER MNGMT SERVICES	109595-6137 Repair Maint/Equipment	AP062916	1,944.54	3819391		00091398	06/29/2016
					Check Total:	1,944.54			
MW OH	GLASBY MAINT. SUPPLY COJANITORIAL SUPPLIES V000445		103654-6301 Special Department Supplies	AP062916	43.18	269509A		00091399	06/29/2016
					Check Total:	43.18			
MW OH	GOLDEN STATE WATER V000928	APRIL-JUNE WATER CHARGES	109595-6335 Water	AP062916	15,881.02	062116		00091400	06/29/2016
MW OH	GOLDEN STATE WATER V000928	APRIL-JUNE WATER CHARGES	296561-6335 Water	AP062916	8,594.24	062116		00091400	06/29/2016
					Check Total:	24,475.26			
MW OH	HARRIS & ASSOCIATES V007293	MAY CONSULTING SERVICES	183551-6015 Engineering Services	AP062916	2,290.00	31836	P10803	00091401	06/29/2016
					Check Total:	2,290.00			
MW OH	HONEYWELL V001388	A/C REPAIRS AT CITY HALL	103654-6130 Repair & Maint/Facilities	AP062916	352.38	5236763403		00091402	06/29/2016
					Check Total:	352.38			
MW OH	HR GREEN INC V007928	MAY ENGINEERING SERVICES	333552-6185 / 6105615155-6185 Construction Services	AP062916	3,587.50	105387	P10735	00091403	06/29/2016
					Check Total:	3,587.50			
MW OH	ICMA RETIREMENT TRUST V010029	DEFERRED P/E 6/18 PD 6/24	0029-2170 Deferred Comp Payable - ICMA	AP062916	40.00	62416N		00091404	06/29/2016
MW OH	ICMA RETIREMENT TRUST V010029	DEFERRED P/E 6/18 PD 6/24	0010-2170 Deferred Comp Payable - ICMA	AP062916	806.00	62416N		00091404	06/29/2016
MW OH	ICMA RETIREMENT TRUST V010029	DEFERRED P/E 6/18 PD 6/24	0048-2170 Deferred Comp Payable - ICMA	AP062916	40.00	62416N		00091404	06/29/2016
					Check Total:	886.00			
MW OH	KPMG LLP V010081	FORENSIC ACCOUNTING SVS	101005-6005 / 10044-6005 Legal Services	AP062916	20,000.00	8001145803		00091405	06/29/2016

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MW OH	KPMG LLP V010081	FORENSIC ACCOUNTING SVS	101005-6005 / 10044-6005 Legal Services	AP062916	39,977.50	8001145804		00091405	06/29/2016
				Check Total:	59,977.50				
MW OH	LEGAL SHIELD V008104	JUNE LEGAL SERVICES	0048-2192 Police Legal Services	AP062916	22.40	062816		00091406	06/29/2016
MW OH	LEGAL SHIELD V008104	JUNE LEGAL SERVICES	0010-2192 Police Legal Services	AP062916	290.44	062816		00091406	06/29/2016
MW OH	LEGAL SHIELD V008104	JUNE LEGAL SERVICES	0037-2192 Police Legal Services	AP062916	2.48	062816		00091406	06/29/2016
MW OH	LEGAL SHIELD V008104	JUNE LEGAL SERVICES	0029-2192 Police Legal Services	AP062916	6.48	062816		00091406	06/29/2016
				Check Total:	321.80				
MW OH	LIEBERT CASSIDY V000597	MAY PROFESSIONAL SERVICES	101005-6005 Legal Services	AP062916	1,210.50	1422367		00091407	06/29/2016
				Check Total:	1,210.50				
MW OH	MANAGED MOBILE INC V009496	VEHICLE MAINTENANCE	103658-6290 Dept. Contract Services	AP062916	444.61	80040		00091408	06/29/2016
				Check Total:	444.61				
MW OH	MC FADDEN-DALE V000635	PW SUPPLIES	103652-6301 Special Department Supplies	AP062916	20.57	244678/5		00091409	06/29/2016
				Check Total:	20.57				
MW OH	MIDAMERICA V008972	401A PROCESSING FEE	395083-6025 Third Party Administration	AP062916	160.00	6426		00091410	06/29/2016
				Check Total:	160.00				
MW OH	MUNITEMPS V009595	1/22-3/31 CODE ENFORCEMENT SVS	103046-6099 Professional Services	AP062916	2,524.50	126406	P10788	00091411	06/29/2016
MW OH	MUNITEMPS V009595	5/2-12 CODE ENFORCEMENT SVS	103046-6099 Professional Services	AP062916	2,326.50	126512	P10788	00091411	06/29/2016
MW OH	MUNITEMPS	5/16-26 CODE ENFORCEMENT SVS	103046-6099	AP062916	2,376.00	126544	P10788	00091411	06/29/2016

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	V009595		Professional Services						
				Check Total:	7,227.00				
MW OH	NICHOLS CONSULTING V009681	SB 90 DOCUMENT PREP SVS	102020-6099 Professional Services	AP062916	750.00	2016-9830101-2		00091412	06/29/2016
				Check Total:	750.00				
MW OH	PARKHOUSE TIRE INC V004472	TIRES	103658-6134 Vehicle Repair & Maintenance	AP062916	577.46	1020165094		00091413	06/29/2016
MW OH	PARKHOUSE TIRE INC V004472	TIRE REPAIR SERVICES	103658-6134 Vehicle Repair & Maintenance	AP062916	47.25	1020165120		00091413	06/29/2016
MW OH	PARKHOUSE TIRE INC V004472	TIRE REPAIR SERVICES	103658-6134 Vehicle Repair & Maintenance	AP062916	94.50	1020165327		00091413	06/29/2016
				Check Total:	719.21				
MW OH	PERMIT MANAGEMENT V009865	6/20-23 BLDG PERMIT TECH SVS	102532-6290 Dept. Contract Services	AP062916	935.00	PL16-0221	P10728	00091414	06/29/2016
				Check Total:	935.00				
MW OH	PLACENTIA YORBA LINDA V000794	VALENCIA POOL USAGE	104071-6099 Professional Services	AP062916	260.00	1267		00091415	06/29/2016
MW OH	PLACENTIA YORBA LINDA V000794	6/9 TRANSPORTATION SVS	0044-2066 Historical Outreach	AP062916	188.00	611397		00091415	06/29/2016
				Check Total:	448.00				
MW OH	PLACENTIA, CITY OF V002877	START UP PETTY CASH	104071-6301 Special Department Supplies	AP062916	300.00	062816		00091416	06/29/2016
				Check Total:	300.00				
MW OH	POWERSTRIDE BATTERY COBATTERIES V000785		103658-6134 Vehicle Repair & Maintenance	AP062916	89.38	C 63257		00091417	06/29/2016
MW OH	POWERSTRIDE BATTERY COBATTERIES V000785		103658-6134 Vehicle Repair & Maintenance	AP062916	94.73	C 63346		00091417	06/29/2016
				Check Total:	184.11				
MW OH	PRINCIPAL FINANCIAL	JUNE LIFE INSURANCE PREMIUMS	101512-5163	AP062916	126.23	124125679000-00		00091418	06/29/2016

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	V000844		Life Insurance Premiums						
MW OH	PRINCIPAL FINANCIAL V000844	JUNE LIFE INSURANCE PREMIUMS	395083-5163 Life Insurance Premiums	AP062916	402.45	124125679000-00		00091418	06/29/2016
MW OH	PRINCIPAL FINANCIAL V000844	JUNE LIFE INSURANCE PREMIUMS	101511-5163 Life Insurance Premiums	AP062916	69.83	124125679000-00		00091418	06/29/2016
Check Total:					598.51				
MW OH	PUTT, DAVID V010082	PROPERTY DAMAGE PAYMENT	404582-6210 Liability Claims	AP062916	225.00	062916		00091419	06/29/2016
Check Total:					225.00				
MW OH	RAGGED ROBIN RANCH INC6/13-23 V009274	PLANNING TECH SVS	102531-6290 Dept. Contract Services	AP062916	3,000.00	CR62916	P10670	00091420	06/29/2016
MW OH	RAGGED ROBIN RANCH INC6/13-23 V009274	PLANNING SERVICES	102531-6290 Dept. Contract Services	AP062916	6,400.00	CR62916	P10670	00091420	06/29/2016
Check Total:					9,400.00				
MW OH	RCS INVESTIGATIONS & V004666	JUNE INVESTIGATION SVS	101005-6005 Legal Services	AP062916	4,801.25	3259		00091421	06/29/2016
Check Total:					4,801.25				
MW OH	SIEMENS INDUSTRY INC V008785	FEB EMERGENCY SIGNAL MAINT	103652-6099 Professional Services	AP062916	1,645.78	5620006728		00091422	06/29/2016
MW OH	SIEMENS INDUSTRY INC V008785	FEB EMERGENCY SIGNAL MAINT	0010-1232 Accts Rec/City of Anaheim	AP062916	146.25	5620006768		00091422	06/29/2016
MW OH	SIEMENS INDUSTRY INC V008785	FEB EMERGENCY SIGNAL MAINT	103652-6099 Professional Services	AP062916	7,389.93	5620006768		00091422	06/29/2016
MW OH	SIEMENS INDUSTRY INC V008785	FEB EMERGENCY SIGNAL MAINT	0010-1224 AR/City of Fullerton	AP062916	83.75	5620006768		00091422	06/29/2016
MW OH	SIEMENS INDUSTRY INC V008785	FEB EMERGENCY SIGNAL MAINT	0010-1226 AR/City of Yorba Linda	AP062916	132.50	5620006768		00091422	06/29/2016
MW OH	SIEMENS INDUSTRY INC V008785	FEB EMERGENCY SIGNAL MAINT	0010-1228 AR/County of Orange	AP062916	219.88	5620006768		00091422	06/29/2016

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MW OH	SIEMENS INDUSTRY INC V008785	FEB EMERGENCY SIGNAL MAINT	103652-6099 Professional Services	AP062916	1,848.69 5620007298		00091422	06/29/2016
MW OH	SIEMENS INDUSTRY INC V008785	FEB EMERGENCY SIGNAL MAINT	103652-6099 Professional Services	AP062916	822.08 5620010056		00091422	06/29/2016
MW OH	SIEMENS INDUSTRY INC V008785	FEB EMERGENCY SIGNAL MAINT	103652-6099 Professional Services	AP062916	7,720.88 5620010075		00091422	06/29/2016
MW OH	SIEMENS INDUSTRY INC V008785	MAY INTERSECTION MAINT	103550-6015 / 61142-6015 Engineering Services	AP062916	954.16 562001093		00091422	06/29/2016
Check Total:					20,963.90			
MW OH	THE SAUCE CREATIVE V007476	PRINTING SERVICES	104071-6099 Professional Services	AP062916	288.90 2484		00091423	06/29/2016
MW OH	THE SAUCE CREATIVE V007476	QUARTERLY DESIGN SVS	104071-6299 Other Purchased Services	AP062916	3,780.00 2499		00091423	06/29/2016
Check Total:					4,068.90			
MW OH	TYLER LIGHTING SERVICES V008707	LIGHT FIXTURE BASE	103655-6130 Repair & Maint/Facilities	AP062916	334.80 09571		00091424	06/29/2016
Check Total:					334.80			
MW OH	UNITED RENTALS NORTH V001082	CONCRETE	103652-6301 Special Department Supplies	AP062916	207.57 138166840-001		00091425	06/29/2016
Check Total:					207.57			
MW OH	US BANK PARS #6746022400 V008781	PARS/ARS - LOWENBURG	0010-2126 Employee PARS/ARS W/H	AP062916	181.52 62416K2		00091426	06/29/2016
MW OH	US BANK PARS #6746022400 V008781	PARS/ARS - LOWENBURG	0010-2131 Employer PARS/ARS Payable	AP062916	181.52 62416K2		00091426	06/29/2016
Check Total:					363.04			
MW OH	VILLEGAS CAMACHO, V009448	DEPOSIT REFUND - KRAEMER	100000-4385 Facility Rental	AP062916	100.00 2001173.002		00091427	06/29/2016
Check Total:					100.00			
MW OH	ABBA TERMITE & PEST	MAY PEST CONTROL SVS	103655-6301	AP070616	105.00 28564		00091428	07/07/2016

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	V000087		Special Department Supplies					
				Check Total:	105.00			
MW OH	ADMINSURE V004980	MAY WORKERS COMP ADMIN SVS	404580-6025 Third Party Administration	AP070616	3,435.96 9420		00091429	07/07/2016
				Check Total:	3,435.96			
MW OH	ALBERT GROVER & V007111	MAY TRAFFIC ENGINEERING SVS	103550-6015 Engineering Services	AP070616	8,099.91 16292-IN	P10785	00091430	07/07/2016
				Check Total:	8,099.91			
MW OH	ALL CITY MANAGEMENT V000005	6/5-18 CROSSING GUARD SVS	103047-6290 Dept. Contract Services	AP070616	2,644.43 44235	P10692	00091431	07/07/2016
				Check Total:	2,644.43			
MW OH	BUTTS, MICHAEL V005479	SPRING TUITION REIMBURSEMENT	109595-5150 Tuition Reimbursement	AP070616	2,896.28 03222016		00091432	07/07/2016
				Check Total:	2,896.28			
MW OH	CALIFORNIA STATE V006510	MARCH CSUFPD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP070616	542.31 16-0315		00091433	07/07/2016
MW OH	CALIFORNIA STATE V006510	MARCH CSUFPD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP070616	4.00 16-0274	P10697	00091433	07/07/2016
MW OH	CALIFORNIA STATE V006510	JUNE CSUFPD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP070616	73.38 16-0309	P10697	00091433	07/07/2016
MW OH	CALIFORNIA STATE V006510	MARCH CSUFPD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP070616	348.37 16-0312	P10697	00091433	07/07/2016
MW OH	CALIFORNIA STATE V006510	MARCH CSUFPD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP070616	60.80 16-0335	P10697	00091433	07/07/2016
MW OH	CALIFORNIA STATE V006510	MARCH CSUFPD IMPOUND FEES	103047-6183 CSUF PD Reimburse Impound Fees	AP070616	221.31 16-0359	P10697	00091433	07/07/2016
				Check Total:	1,250.17			
MW OH	CBRE INC V009445	MAY REAL ESTATE CONSULTING SVS	02534-6099 Professional Services	AP070616	6,500.00 794887-014	P10675	00091434	07/07/2016

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Check Register
For 07/07/2016**

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
				Check Total:	6,500.00			
MW OH	CLEAR CHOICE LIEN SALES V005847	JUNE CSUPPD LIEN SERVICES	103047-6182 Lien Services	AP070616	12.50 139D	P10694	00091435	07/07/2016
MW OH	CLEAR CHOICE LIEN SALES V005847	JUNE LIEN SERVICES	103047-6182 Lien Services	AP070616	25.00 139E	P10694	00091435	07/07/2016
MW OH	CLEAR CHOICE LIEN SALES V005847	JUNE CSUPPD LIEN SERVICES	103047-6182 Lien Services	AP070616	7.50 7141	P10694	00091435	07/07/2016
MW OH	CLEAR CHOICE LIEN SALES V005847	JUNE LIEN SERVICES	103047-6182 Lien Services	AP070616	7.50 7141A	P10694	00091435	07/07/2016
				Check Total:	52.50			
MW OH	COMMERCIAL AQUATIC V005203	POOL CHEMICALS	103654-6130 Repair & Maint/Facilities	AP070616	439.02 I16-2794		00091436	07/07/2016
MW OH	COMMERCIAL AQUATIC V005203	POOL CHEMICALS	103654-6130 Repair & Maint/Facilities	AP070616	439.02 I16-2795		00091436	07/07/2016
MW OH	COMMERCIAL AQUATIC V005203	GOMEZ POOL REPAIRS	333555-6185 / 79544-6185 Construction Services	AP070616	7,245.95 I16-2215	P10817	00091436	07/07/2016
MW OH	COMMERCIAL AQUATIC V005203	WHITTEN POOL REPAIRS	333555-6185 / 79544-6185 Construction Services	AP070616	19,053.71 I16-2334	P10817	00091436	07/07/2016
MW OH	COMMERCIAL AQUATIC V005203	WHITTEN POOL REPAIRS	333555-6185 / 79544-6185 Construction Services	AP070616	11,926.00 I16-2578	P10817	00091436	07/07/2016
MW OH	COMMERCIAL AQUATIC V005203	GOMEZ POOL REPAIRS	333555-6185 / 79544-6185 Construction Services	AP070616	19,158.07 I16-2592	P10817	00091436	07/07/2016
				Check Total:	58,261.77			
MW OH	CRAIG, IMELDA V009063	SWIM CLASS REFUND	100000-4340 / 79510-4340 Recreation Programs	AP070616	65.00 2001176.002		00091437	07/07/2016
				Check Total:	65.00			
MW OH	DALEY & HEFT LLP V005914	FEB-MAY LEGAL SERVICES	101005-6005 Legal Services	AP070616	9,208.20 47402		00091438	07/07/2016
				Check Total:	9,208.20			

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	DRABEK, GARY V004197	APRIL RESERVE OFFICER STIPEND	103041-5005 / 50065-5005 Salaries/Part-Time	AP070616	200.00	APRIL 2016		00091439	07/07/2016
MW OH	DRABEK, GARY V004197	MAY RESERVE OFFICER STIPEND	103041-5005 / 50065-5005 Salaries/Part-Time	AP070616	200.00	MAY 2016		00091439	07/07/2016
					Check Total:	400.00			
MW OH	EMPIRE MEDIA V005067	MEDIA PRODUCTION SVS	581573-6099 Professional Services	AP070616	5,575.00	PLA-16-006	P10802	00091440	07/07/2016
					Check Total:	5,575.00			
MW OH	ENVIRONMENTAL V009985	ASBESTOS TESTING OF EOC	333554-6185 / 61093-6185 Construction Services	AP070616	595.00	16006-4		00091441	07/07/2016
					Check Total:	595.00			
MW OH	EVAN BROOKS ASSOCIATESCONSULTING SERVICES V009881		102531-6290 Dept. Contract Services	AP070616	5,071.60	16006-15		00091442	07/07/2016
MW OH	EVAN BROOKS ASSOCIATESCONSULTING SERVICES V009881		102531-6290 Dept. Contract Services	AP070616	7,857.41	16006-4		00091442	07/07/2016
					Check Total:	12,929.01			
MW OH	FAIRWAY FORD V000376	PD VEHICLE CUSTOM WRAP	404582-6210 Liability Claims	AP070616	800.00	178683		00091443	07/07/2016
					Check Total:	800.00			
MW OH	FIDELITY SECURITY LIFE V008132	JUNE VISION INSURANCE PREMIUMS	95000-4740 ISF Employee Optical Costs	AP070616	1,895.05	2037963		00091444	07/07/2016
MW OH	FIDELITY SECURITY LIFE V008132	JUNE VISION INSURANCE PREMIUMS	95083-5164 Optical Insurance Premiums	AP070616	1,222.29	2037963		00091444	07/07/2016
					Check Total:	3,117.34			
MW OH	GLASBY MAINT. SUPPLY COJANITORIAL SUPPLIES V000445		103654-6301 Special Department Supplies	AP070616	49.25	269615A		00091445	07/07/2016
					Check Total:	49.25			
MW OH	GREENFIELDS OUTDOOR V009827	OUTDOOR EXERCISE EQUIPMENT	333555-6185 / 79542-6185 Construction Services	AP070616	1,250.00	3994		00091446	07/07/2016

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
				Check Total:	1,250.00				
MW OH	HINDERLITER DE LLAMAS &CONSULTING SERVICES V000465		102531-6290 Dept. Contract Services	AP070616	25,000.00	0025700-IN		00091447	07/07/2016
				Check Total:	25,000.00				
MW OH	KNOBBE, CHRISTIN V010088	SWIM CLASS REFUND	100000-4340 / 79348-4340 Recreation Programs	AP070616	65.00	2001181.002		00091448	07/07/2016
				Check Total:	65.00				
MW OH	LEFAVE, CHRIS V010089	6/6 AIRPLANE SURVEILLANCE SVS	213041-6301 Special Department Supplies	AP070616	421.61	060616		00091449	07/07/2016
				Check Total:	421.61				
MW OH	LEHR AUTO V009930	REMOVE/REPLACE LIGHT BAR	103041-6301 Special Department Supplies	AP070616	452.00	03 3011436		00091450	07/07/2016
				Check Total:	452.00				
MW OH	LINEAR SYSTEMS V006782	DIMS DATABASE WARRANTY	103042-6290 Dept. Contract Services	AP070616	4,500.00	20160103	P10853	00091451	07/07/2016
				Check Total:	4,500.00				
MW OH	MC ELHINNEY, JAMES V003620	SPRING TUITION REIMBURSEMENT	109595-5150 Tuition Reimbursement	AP070616	3,060.77	04252016		00091452	07/07/2016
				Check Total:	3,060.77				
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	102531-6315 Office Supplies	AP070616	93.44	56918		00091453	07/07/2016
MW OH	OFFICE INDUSTRIES V007477	OFFICE SUPPLIES	102532-6315 Office Supplies	AP070616	23.22	B56919-1		00091453	07/07/2016
				Check Total:	116.66				
MW OH	OSTS INC V009790	6/30 DEFENSIVE DRIVER TRAINING	101512-6250 Staff Training	AP070616	650.00	44282		00091454	07/07/2016
MW OH	OSTS INC V009790	CREDIT FOR CANCELLED CLASS	101512-6250 Staff Training	AP070616	-100.00	44479		00091454	07/07/2016
				Check Total:	550.00				

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	PLACENTIA COMMUNITY V006797	REPUBLIC SVS CONTRIBUTION	100000-4705 Donations & Contributions	AP070616	10,000.00	62816		00091455	07/07/2016
					Check Total:	10,000.00			
MW OH	PLACENTIA-YORBA LINDA V007408	PRINTING SERVICES	101512-6315 Office Supplies	AP070616	129.60	611384		00091456	07/07/2016
					Check Total:	129.60			
MW OH	POSTALANNEX V010091	PRINTING SERVICES	213041-6301 / 50095-6301 Special Department Supplies	AP070616	196.02	062116		00091457	07/07/2016
					Check Total:	196.02			
MW OH	PRO FORCE LAW V003428	3005 DEF ST DEFENSE 1.5OZ	103041-6301 Special Department Supplies	AP070616	121.95	277885	P10845	00091458	07/07/2016
MW OH	PRO FORCE LAW V003428	TAX & SHIPPING	103041-6301 Special Department Supplies	AP070616	96.73	277885	P10845	00091458	07/07/2016
MW OH	PRO FORCE LAW V003428	4005-DEF DEF MK-4	103041-6301 Special Department Supplies	AP070616	547.80	277885	P10845	00091458	07/07/2016
					Check Total:	766.48			
MW OH	PSYCH CONSULT ASSOC INC5/27 V009259	PRE EMPLOYMENT EXAM	101512-6099 Professional Services	AP070616	400.00	522034		00091459	07/07/2016
					Check Total:	400.00			
MW OH	PURE WATER TECHNOLOGY V009593	ANNUAL USAGE TAX	103041-6301 Special Department Supplies	AP070616	40.62	93177		00091460	07/07/2016
					Check Total:	40.62			
MW OH	SILVER & WRIGHT LLP V009853	MAY LEGAL SERVICES	101005-6299 / 45055-6299 Other Purchased Services	AP070616	1,780.67	21010		00091461	07/07/2016
					Check Total:	1,780.67			
MW OH	SPRINT V006533	MAY-JUNE PD RELAY SERVICES	109595-6215 Telephone	AP070616	37.99	313574471-056		00091462	07/07/2016
					Check Total:	37.99			
MW OH	ST JOSEPH HERITAGE	MAY DMV PHYSICALS	101512-6099	AP070616	340.00	56904		00091463	07/07/2016

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Check #	Check Date
	V001728		Professional Services					
				Check Total:	340.00			
MW OH	VERENGO SOLAR V010090	PARTIAL PERMIT REFUND	100000-4164 Electrical Permits	AP070616	98.40 B16-0483		00091464	07/07/2016
MW OH	VERENGO SOLAR V010090	PARTIAL PERMIT REFUND	100000-4160 Building Permits	AP070616	188.00 B16-0483		00091464	07/07/2016
				Check Total:	286.40			
MW OH	VERIZON WIRELESS V008735	MAY-JUNE PD AIRCARD CHARGES	109595-6215 Telephone	AP070616	1,437.93 9767376935		00091465	07/07/2016
MW OH	VERIZON WIRELESS V008735	MAY-JUNE COUNCIL IPAD CHARGES	109595-6215 Telephone	AP070616	106.92 9767376937		00091465	07/07/2016
MW OH	VERIZON WIRELESS V008735	KRAEMER GRADE SEP GIG USAGE	109595-6215 / 61139-6215 Telephone	AP070616	38.01 9767382461		00091465	07/07/2016
MW OH	VERIZON WIRELESS V008735	MAY-JUNE IPAD CHARGES	109595-6215 Telephone	AP070616	38.01 9767396936		00091465	07/07/2016
				Check Total:	1,620.87			
MW OH	WEST COAST ARBORISTS INC V001124	6/1-15 RESIDENT TREE MAINT	0044-2039 Tree Trimming Deposits	AP070616	1,856.00 116505		00091466	07/07/2016
MW OH	WEST COAST ARBORISTS INC V001124	6/1-15 PARK TREE MAINT	103655-6116 Tree Maintenance	AP070616	3,400.00 116504	P10668	00091466	07/07/2016
				Check Total:	5,256.00			
MW OH	WEX BANK V007269	MAY-JUNE PD FUEL CHARGES	103658-6345 Gasoline & Diesel Fuel	AP070616	982.05 45903585		00091467	07/07/2016
				Check Total:	982.05			
MW OH	YAMAGUCHI, BRIAN V003248	APRIL RESERVE OFFICER STIPEND	103041-5005 / 50065-5005 Salaries/Part-Time	AP070616	200.00 APRIL 2016		00091468	07/07/2016
MW OH	YAMAGUCHI, BRIAN V003248	MAY RESERVE OFFICER STIPEND	103041-5005 / 50065-5005 Salaries/Part-Time	AP070616	200.00 MAY 2016		00091468	07/07/2016
				Check Total:	400.00			

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	YORBA LINDA FEED STORE V003242	K9 DOG FOOD	103041-6301 Special Department Supplies	AP070616	53.99	523430	P10693	00091469	07/07/2016
					Check Total:	53.99			
MW OH	YORBA LINDA WATER V001148	MAY-JUNE WATER CHARGES	109595-6335 Water	AP070616	2,218.74	062016		00091470	07/07/2016
					Check Total:	2,218.74			
MW OH	YORBA LINDA WATER V006633	JUNE SEWER CHARGES	484356-6297 Billing Services	AP070616	342.86	192392		00091471	07/07/2016
					Check Total:	342.86			
MW OH	YORBA REGIONAL ANIMAL V008472	K9 BOARDING - ACE	103041-6301 Special Department Supplies	AP070616	103.00	1213658		00091472	07/07/2016
					Check Total:	103.00			
					Type Total:	2,446,709.30			
					Check Total:	2,446,709.30			

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Electronic Disbursement Register
 For 07/12/2016
 FY 15/16

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
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Grand Total: 316,351.88

<u>EDR Totals by ID</u>	
AP	0.00
EP	316,351.88
IP	0.00
OP	0.00

Fund Name	<u>EDR Totals by Fund</u>
101-General Fund (0010)	411,237.68
225-Asset Seizure (0021)	1,351.44
235-Park Development (0023)	1,205.99
265-Landscape Maintenance (0029)	2,171.25
275-Sewer Maintenance (0048)	6,988.86
501-Refuse Administration (0037)	1,275.89
601-Employee Health & Wlfre (0039)	-108,094.76
605-Risk Management (0040)	79.74
701-Special Deposits (0044)	135.79

Void Total: 0.00
 EDR Total: 316,351.88

Electronic Disbursement Sub Totals: 316,351.88

Reviewed & Approved
Eric Hendrickson

City of Placentia
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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Ref #	Ref Date
EP	AMERICAN FIDELITY V010011	PAYROLL DEDUCT P/E 6/4 PD 6/10	0010-2186 Optional Life Insurance	ACH062016	7.80 61016Y		00008205	05/26/2016
EP	AMERICAN FIDELITY V010011	PAYROLL DEDUCT P/E 6/4 PD 6/10	0010-2155 Per Sec Plan - Opt. Life	ACH062016	73.60 61016Y		00008205	05/26/2016
EP	AMERICAN FIDELITY V010011	PAYROLL DEDUCT P/E 6/4 PD 6/10	0010-2188 Health Care SSA	ACH062016	874.02 61016Y		00008205	05/26/2016
EP	AMERICAN FIDELITY V010011	PAYROLL DEDUCT P/E 6/4 PD 6/10	395000-2187 Voluntary Plan Life	ACH062016	521.39 61016Y		00008205	05/26/2016
EP	AMERICAN FIDELITY V010011	PAYROLL DEDUCT P/E 6/4 PD 6/10	0037-2188 Health Care SSA	ACH062016	6.96 61016Y		00008205	05/26/2016
Check Total:					1,483.77			
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/4 PD 6/10	0010-2145 Employee PERS Payback W/H	ACH062016	148.81 61016Z		00008206	05/26/2016
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/4 PD 6/10	0010-2150 Survivor Benefit Package	ACH062016	114.68 61016Z		00008206	05/26/2016
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/4 PD 6/10	0010-2165 PERS Employer Payable	ACH062016	593.83 61016Z		00008206	05/26/2016
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/4 PD 6/10	0010-2195 PERS Uniform	ACH062016	28.13 61016Z		00008206	05/26/2016
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/4 PD 6/10	0029-2140 Employee PERS W/H	ACH062016	582.86 61016Z		00008206	05/26/2016
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/4 PD 6/10	0010-2140 Employee PERS W/H	ACH062016	116,435.80 61016Z		00008206	05/26/2016
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/4 PD 6/10	0029-2145 Employee PERS Payback W/H	ACH062016	7.30 61016Z		00008206	05/26/2016
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/4 PD 6/10	395083-5145 Retirement PERS	ACH062016	-54,702.39 61016Z		00008206	05/26/2016
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/4 PD 6/10	0029-2150 Survivor Benefit Package	ACH062016	1.09 61016Z		00008206	05/26/2016
EP	CALIFORNIA PUBLIC	PERS P/E 6/4 PD 6/10	0029-2165	ACH062016	1.98 61016Z		00008206	05/26/2016

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	V010053		PERS Employer Payable						
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/4 PD 6/10	0029-2195 PERS Uniform	ACH062016	0.42	61016Z		00008206	05/26/2016
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/4 PD 6/10	0037-2140 Employee PERS W/H	ACH062016	264.61	61016Z		00008206	05/26/2016
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/4 PD 6/10	0037-2150 Survivor Benefit Package	ACH062016	0.28	61016Z		00008206	05/26/2016
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/4 PD 6/10	0048-2140 Employee PERS W/H	ACH062016	1,855.68	61016Z		00008206	05/26/2016
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/4 PD 6/10	0048-2145 Employee PERS Payback W/H	ACH062016	7.30	61016Z		00008206	05/26/2016
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/4 PD 6/10	0048-2150 Survivor Benefit Package	ACH062016	3.04	61016Z		00008206	05/26/2016
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/4 PD 6/10	0048-2165 PERS Employer Payable	ACH062016	4.97	61016Z		00008206	05/26/2016
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/4 PD 6/10	0048-2195 PERS Uniform	ACH062016	1.20	61016Z		00008206	05/26/2016
				Check Total:	65,349.59				
EP	EMPLOYMENT V010052	STATE TAXES P/E 6/4 PD 6/10	0010-2135 Calif Income Tax W/H	ACH062016	15,980.56	61016W		00008207	05/26/2016
EP	EMPLOYMENT V010052	STATE TAXES P/E 6/4 PD 6/10	0048-2135 Calif Income Tax W/H	ACH062016	297.88	61016W		00008207	05/26/2016
EP	EMPLOYMENT V010052	STATE TAXES P/E 6/4 PD 6/10	0029-2135 Calif Income Tax W/H	ACH062016	86.46	61016W		00008207	05/26/2016
EP	EMPLOYMENT V010052	STATE TAXES P/E 6/4 PD 6/10	0037-2135 Calif Income Tax W/H	ACH062016	76.39	61016W		00008207	05/26/2016
				Check Total:	16,441.29				
EP	EMPOWER RETIREMENT V010010	DEFERRED P/E 6/4 PD 6/10	0010-2172 Deferred Comp Pay. - Gr West	ACH062016	4,935.25	61016X		00008208	05/26/2016
EP	EMPOWER RETIREMENT	DEFERRED P/E 6/4 PD 6/10	0029-2172	ACH062016	16.00	61016X		00008208	05/26/2016

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Ref #	Ref Date
	V010010		Deferred Comp Pay. - Gr West					
EP	EMPOWER RETIREMENT V010010	DEFERRED P/E 6/4 PD 6/10	0048-2172 Deferred Comp Pay. - Gr West	ACH062016	128.75 61016X		00008208	05/26/2016
				Check Total:	5,080.00			
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/4 PD 6/10	0010-2115 Employee Medicare W/H	ACH062016	5,554.90 61016V		00008209	05/26/2016
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/4 PD 6/10	0010-2120 Employer Medicare Payable	ACH062016	5,554.90 61016V		00008209	05/26/2016
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/4 PD 6/10	0010-2125 Employee Social Sec W/H	ACH062016	27.06 61016V		00008209	05/26/2016
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/4 PD 6/10	0010-2130 Employer Soc Sec Payable	ACH062016	27.06 61016V		00008209	05/26/2016
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/4 PD 6/10	0029-2110 Federal Income Tax W/H	ACH062016	304.82 61016V		00008209	05/26/2016
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/4 PD 6/10	0029-2115 Employee Medicare W/H	ACH062016	43.50 61016V		00008209	05/26/2016
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/4 PD 6/10	0010-2110 Federal Income Tax W/H	ACH062016	48,411.92 61016V		00008209	05/26/2016
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/4 PD 6/10	0029-2120 Employer Medicare Payable	ACH062016	43.50 61016V		00008209	05/26/2016
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/4 PD 6/10	0048-2120 Employer Medicare Payable	ACH062016	125.74 61016V		00008209	05/26/2016
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/4 PD 6/10	0037-2110 Federal Income Tax W/H	ACH062016	207.80 61016V		00008209	05/26/2016
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/4 PD 6/10	0037-2115 Employee Medicare W/H	ACH062016	19.07 61016V		00008209	05/26/2016
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/4 PD 6/10	0037-2120 Employer Medicare Payable	ACH062016	19.07 61016V		00008209	05/26/2016
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/4 PD 6/10	0048-2110 Federal Income Tax W/H	ACH062016	1,010.01 61016V		00008209	05/26/2016

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EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/4 PD 6/10	0048-2115 Employee Medicare W/H	ACH062016	125.74 61016V		00008209	05/26/2016
					Check Total:	61,475.09		
EP	ICMA RETIREMENT TRUST V000496	P/E 6/5/16 PD DATE 6/24/16	0010-2170 Deferred Comp Payable - ICMA	PY16013	7,184.80 2995/1601013		00008210	06/24/2016
EP	ICMA RETIREMENT TRUST V000496	P/E 6/5/16 PD DATE 6/24/16	0029-2170 Deferred Comp Payable - ICMA	PY16013	103.50 2995/1601013		00008210	06/24/2016
EP	ICMA RETIREMENT TRUST V000496	P/E 6/5/16 PD DATE 6/24/16	0048-2170 Deferred Comp Payable - ICMA	PY16013	188.75 2995/1601013		00008210	06/24/2016
EP	ICMA RETIREMENT TRUST V000496	P/E 6/5/16 PD DATE 6/24/16	0037-2170 Deferred Comp Payable - ICMA	PY16013	94.99 2995/1601013		00008210	06/24/2016
					Check Total:	7,572.04		
EP	BANK OF AMERICA V008741	SR. CENTER EVENT SUPPLIES	0044-2064 Senior Advisory Committee	ACH062316	17.37 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	SR. CENTER SUPPLIES	0044-2064 Senior Advisory Committee	ACH062316	99.04 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	LEAGUE CONF REG - NELSON	101001-6245 Meetings & Conferences	ACH062316	375.00 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	COUNCIL SUPPLIES	101001-6245 Meetings & Conferences	ACH062316	9.71 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	COUNCIL SUPPLIES	101001-6245 Meetings & Conferences	ACH062316	90.18 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	LEAGUE MTG AIRFARE - NELSON	101001-6245 Meetings & Conferences	ACH062316	529.96 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	COUNCIL SUPPLIES	101001-6245 Meetings & Conferences	ACH062316	110.92 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	COUNCIL SUPPLIES	101001-6301 Special Department Supplies	ACH062316	25.97 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	NEWSPAPER SUBSCRIPTION	101001-6320 Books & Periodicals	ACH062316	176.91 MAY 16		00008302	06/27/2016

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EP	BANK OF AMERICA V008741	NEWSPAPER SUBSCRIPTION	101001-6320 Books & Periodicals	ACH062316	176.91 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	BUSINESS MEETING LUNCH	101511-6245 Meetings & Conferences	ACH062316	27.76 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	BUSINESS MEETING DINNER	101511-6245 Meetings & Conferences	ACH062316	31.27 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	BUSINESS MEETING LUNCH	101511-6245 Meetings & Conferences	ACH062316	10.78 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	INVESTIGATION STAFF MEALS	101511-6245 / 10044-6245 Meetings & Conferences	ACH062316	25.92 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	BUDGET MEETING MEALS	101511-6245 Meetings & Conferences	ACH062316	150.41 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	BUSINESS MEETING COFFEE	101511-6245 Meetings & Conferences	ACH062316	4.00 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	BUSINESS MEETING LUNCH	101511-6245 Meetings & Conferences	ACH062316	65.72 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	STAFF MEETING SUPPLIES	101511-6245 Meetings & Conferences	ACH062316	45.28 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	BUSINESS MEETING MEALS	101511-6245 Meetings & Conferences	ACH062316	9.67 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	BUSINESS MEETING LUNCH	101511-6245 Meetings & Conferences	ACH062316	50.23 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	BUSINESS MEETING LUNCH	101511-6245 Meetings & Conferences	ACH062316	64.16 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	BUSINESS MEETING LUNCH	101511-6245 Meetings & Conferences	ACH062316	79.12 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	ICSC MEMBERSHIP - ARRULA	101511-6255 Dues & Memberships	ACH062316	50.00 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	CM FOUNDATION MEMBERSHIP	101511-6255 Dues & Memberships	ACH062316	400.00 MAY 16		00008302	06/27/2016

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EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	101511-6315 Office Supplies	ACH062316	57.76 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	101511-6315 Office Supplies	ACH062316	43.84 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	101511-6315 Office Supplies	ACH062316	15.53 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	101511-6315 Office Supplies	ACH062316	17.27 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	AGENCY AMAZON PRIME	101511-6315 Office Supplies	ACH062316	106.92 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	101511-6315 Office Supplies	ACH062316	5.40 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	101511-6315 Office Supplies	ACH062316	31.01 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	BUSINESS CARD HOLDER	101511-6315 Office Supplies	ACH062316	5.88 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	COSIPA CONF REG - VERA, MUNOZ	101512-6245 Meetings & Conferences	ACH062316	200.00 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	PARSAC MTG AIRFARE - PISCHEL	101512-6245 Meetings & Conferences	ACH062316	517.98 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	STAFF TRAINING SUPPLIES	101512-6250 Staff Training	ACH062316	43.16 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	STAFF TRAINING WEBINAR	101512-6250 Staff Training	ACH062316	125.00 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	ADMIN ASSIST CONF REG - PEREZ	101512-6250 Staff Training	ACH062316	18.63 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	STAFF TRAINING SUPPLIES	101512-6250 Staff Training	ACH062316	32.19 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	STAFF TRAINING SUPPLIES	101512-6250 Staff Training	ACH062316	23.29 MAY 16		00008302	06/27/2016

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EP	BANK OF AMERICA V008741	STAFF TRAINING SUPPLIES	101512-6250 Staff Training	ACH062316	5.39 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	STAFF TRINING MEALS	101512-6250 Staff Training	ACH062316	30.79 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	CREDIT - MMASC MEMBERSHIP	101512-6255 Dues & Memberships	ACH062316	-85.00 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	COSIPA MEMBERSHIP - VERA	101512-6255 Dues & Memberships	ACH062316	100.00 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	MMASC MEMBERSHIP - PATEL	101512-6255 Dues & Memberships	ACH062316	85.00 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	INTERVIEW PANEL SUPPLIES	101512-6301 Special Department Supplies	ACH062316	68.84 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	INTERVIEW PANEL MEALS	101512-6301 Special Department Supplies	ACH062316	61.56 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	INTERVEIW PANEL SUPPLIES	101512-6301 Special Department Supplies	ACH062316	9.82 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	INTERVIEW PANEL MEALS	101512-6301 Special Department Supplies	ACH062316	35.00 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	INTERVIEW PANEL MEALS	101512-6301 Special Department Supplies	ACH062316	79.45 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	101512-6315 Office Supplies	ACH062316	378.56 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	101512-6315 Office Supplies	ACH062316	38.90 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	RACES MEETING SUPPLIES	101514-6245 Meetings & Conferences	ACH062316	7.98 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	ICMA MEMBERSHIP - PATEL	101514-6255 Dues & Memberships	ACH062316	150.00 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	CERT SUPPLIES	101514-6301 Special Department Supplies	ACH062316	14.88 MAY 16		00008302	06/27/2016

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EP	BANK OF AMERICA V008741	CERT SUPPLIES	101514-6301 Special Department Supplies	ACH062316	25.70	MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	CREDIT - CERT SUPPLIES	101514-6301 Special Department Supplies	ACH062316	-7.49	MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	IPAD REPAIR SERVICES	101523-6135 Repair/Maint Off Furn & Eqp	ACH062316	329.87	MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	IPAD KEYBOARD	101523-6135 Repair/Maint Off Furn & Eqp	ACH062316	113.08	MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	MAY PANDORA SUBSCRIPTION	101523-6136 Software Maintenance	ACH062316	26.95	MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	BUSINESS MEETING LUNCH	102532-6245 Meetings & Conferences	ACH062316	54.43	MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	CREDIT - ICSC CONF HOTEL	102534-6245 Meetings & Conferences	ACH062316	-274.78	MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	CREDIT - ICSC AIRFARE	102534-6245 Meetings & Conferences	ACH062316	-261.48	MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	CREDIT - ICSC AIRFARE	102534-6245 Meetings & Conferences	ACH062316	-260.98	MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	CREDIT - ICSC AIRFARE	102534-6245 Meetings & Conferences	ACH062316	-561.96	MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	CREDIT - ICSC AIRFARE	102534-6245 Meetings & Conferences	ACH062316	-571.96	MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	CREDIT - ICSC CONF REG	102534-6245 Meetings & Conferences	ACH062316	-505.00	MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	CREDIT - ICSC CONF REG	102534-6245 Meetings & Conferences	ACH062316	-505.00	MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	COMMUNITY MEETING SUPPLIES	102534-6245 Meetings & Conferences	ACH062316	14.97	MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	CREDIT - ICSC CONF REG	102534-6245 Meetings & Conferences	ACH062316	-545.00	MAY 16		00008302	06/27/2016

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EP	BANK OF AMERICA V008741	CREDIT - ICSC CONF REG	102534-6245 Meetings & Conferences	ACH062316	-106.40	MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	CREDIT - ICSC CONF REG	102534-6245 Meetings & Conferences	ACH062316	-106.40	MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	CREDIT - ICSC CONF REG	102534-6245 Meetings & Conferences	ACH062316	-178.08	MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	CREDIT - ICSC CONF REG	102534-6245 Meetings & Conferences	ACH062316	-545.00	MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	ICSC MEMBERSHIP - ORTEGA	102534-6255 Dues & Memberships	ACH062316	100.00	MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	PD TRAINING HOTEL - FILLERS	103040-6245 Meetings & Conferences	ACH062316	704.35	MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	COURT PARKING	103040-6245 Meetings & Conferences	ACH062316	4.50	MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	BUSINESS MEETING LUNCH	103040-6245 Meetings & Conferences	ACH062316	68.23	MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	SWAT TRAINING REG - WAGNER	103040-6250 Staff Training	ACH062316	835.00	MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	PD COFFEE SUPPLIES	103040-6301 Special Department Supplies	ACH062316	55.41	MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	103040-6301 Special Department Supplies	ACH062316	25.78	MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	BUSINESS MEETING LUNCH	103040-6301 Special Department Supplies	ACH062316	41.56	MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	APRIL MCV CABLE SERVICE	103040-6301 Special Department Supplies	ACH062316	59.99	MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	LOVE PLACENTIA SUPPLIES	103040-6301 / 50057-6301 Special Department Supplies	ACH062316	267.01	MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	PD TRAINING HOTEL - FILLERS	103041-6250 Staff Training	ACH062316	1,692.00	MAY 16		00008302	06/27/2016

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EP	BANK OF AMERICA V008741	PD TRAINING REG - KING, CLEMEN	103041-6250 Staff Training	ACH062316	276.00	MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	PD TRAINING REG - KING, WINGER	103041-6250 Staff Training	ACH062316	138.00	MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	SR. CENTER EVENT SUPPLIES	0044-2064 Senior Advisory Committee	ACH062316	19.38	MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	JAIL TRAINING - GOMEZ	103041-6250 Staff Training	ACH062316	127.72	MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	HAZ WASTE EQUIPMENT	404580-6301 Special Department Supplies	ACH062316	79.74	MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	MAY MCV CABLE SERVICES	103041-6301 Special Department Supplies	ACH062316	59.99	MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	NARC TEST KITS	103041-6301 / 50040-6301 Special Department Supplies	ACH062316	451.44	MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	PD SUPPLIES	103041-6301 Special Department Supplies	ACH062316	38.92	MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	RANGE TARGETS	103043-6162 Range Training	ACH062316	66.77	MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	MNGMT ANALYST TRAINING REG	103043-6250 Staff Training	ACH062316	704.35	MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	MCV MAINTENANCE	103043-6301 Special Department Supplies	ACH062316	920.97	MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	BLOOD TEST KITS	103043-6301 / 50081-6301 Special Department Supplies	ACH062316	44.85	MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	BLOOD TEST KITS	103043-6301 / 50081-6301 Special Department Supplies	ACH062316	0.01	MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	GLOVES, GUN BOXES, CD CASES	103043-6301 / 50100-6301 Special Department Supplies	ACH062316	948.86	MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	EVIDENCE COLLECTION SUPPLIES	103043-6301 / 50100-6301 Special Department Supplies	ACH062316	477.54	MAY 16		00008302	06/27/2016

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EP	BANK OF AMERICA V008741	KEY	103043-6301 / 50100-6301 Special Department Supplies	ACH062316	5.40 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	EVIDENCE COLLECTION SUPPLIES	103043-6301 / 50100-6301 Special Department Supplies	ACH062316	26.34 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	PD STAFF TRAINING MEALS	103047-6250 Staff Training	ACH062316	91.08 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	DUI CHECKPOINT SUPPLIES	103047-6301 / 50029-6301 Special Department Supplies	ACH062316	10.77 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	DUI CHECKPOINT MEALS	103047-6301 / 50029-6301 Special Department Supplies	ACH062316	139.98 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	STREET REPAIR SUPPLIES	103652-6301 Special Department Supplies	ACH062316	153.36 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	PHONE CHARGER	103652-6301 Special Department Supplies	ACH062316	39.85 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	GLUE	103652-6301 Special Department Supplies	ACH062316	44.07 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	PAINT	103652-6301 Special Department Supplies	ACH062316	135.65 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	LOCK	103654-6130 Repair & Maint/Facilities	ACH062316	55.52 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	LIGHT REPAIR SUPPLIES	103654-6130 Repair & Maint/Facilities	ACH062316	109.73 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	WALL CLOCK	103654-6137 Repair Maint/Equipment	ACH062316	54.43 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	WINDOW FOR TYNES GYM	103654-6137 Repair Maint/Equipment	ACH062316	39.87 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	KEYS	103654-6137 Repair Maint/Equipment	ACH062316	34.80 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	RESTROOM REPAIR SUPPLIES	103654-6137 Repair Maint/Equipment	ACH062316	45.09 MAY 16		00008302	06/27/2016

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EP	BANK OF AMERICA V008741	KEYS	103654-6350 Small Tools/Equipment	ACH062316	9.56 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	PLANTS FOR LOS NINOS	103655-6301 Special Department Supplies	ACH062316	84.11 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	BENCH REPAIR SUPPLIES	103655-6301 Special Department Supplies	ACH062316	158.55 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	TRASH BAGS	103655-6301 Special Department Supplies	ACH062316	123.06 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	KEYS	103655-6301 Special Department Supplies	ACH062316	118.91 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	SINK REPAIR KIT	103655-6301 Special Department Supplies	ACH062316	117.53 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	PW SUPPLIES	103655-6301 Special Department Supplies	ACH062316	39.86 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	TREE STAKES	103655-6301 Special Department Supplies	ACH062316	161.03 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	PESTICIDE SEMINAR - NAJERA	103655-6301 Special Department Supplies	ACH062316	80.00 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	PLANTS	103655-6301 Special Department Supplies	ACH062316	42.61 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	PD VEHICLE REPAIRS	103658-6134 Vehicle Repair & Maintenance	ACH062316	347.28 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	FACT CONF REG - RODARTE	104071-6245 Meetings & Conferences	ACH062316	40.00 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	BUSINESS MEETING LUNCH	104071-6245 Meetings & Conferences	ACH062316	56.52 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	POP UP CANOPIES	104071-6301 Special Department Supplies	ACH062316	380.13 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	ACH062316	54.33 MAY 16		00008302	06/27/2016

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Ref #	Ref Date
EP	BANK OF AMERICA V008741	PROPANE TANK	104071-6301 Special Department Supplies	ACH062316	21.55 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	ACH062316	240.14 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	REC SUPPLIES	104071-6301 Special Department Supplies	ACH062316	22.62 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	REC EVENT SUPPLIES	104071-6301 Special Department Supplies	ACH062316	16.87 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	ACH062316	21.89 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	AQUATICS OFFICE SUPPLIES	104071-6301 Special Department Supplies	ACH062316	53.66 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	ACH062316	32.40 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	DD DANCE SUPPLIES	104071-6301 Special Department Supplies	ACH062316	88.45 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	REC STAFF TRAINING SUPPLIES	104071-6301 Special Department Supplies	ACH062316	74.68 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	STORAGE SHELF	104071-6301 Special Department Supplies	ACH062316	46.36 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	TABLECLOTH CLEANING SVS	104071-6301 Special Department Supplies	ACH062316	113.69 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	ACH062316	51.59 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	ACH062316	192.57 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	CTLC SUPPLIES	104071-6301 Special Department Supplies	ACH062316	69.99 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	P.A.R.K.S SUPPLIES	104071-6301 Special Department Supplies	ACH062316	293.43 MAY 16		00008302	06/27/2016

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For 07/07/2016

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Ref #	Ref Date
EP	BANK OF AMERICA V008741	LOVE PLACENTIA SUPPLIES	104071-6301 / 50057-6301 Special Department Supplies	ACH062316	45.52 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	WHITTEN WATER SERVICE	104071-6301 / 79195-6301 Special Department Supplies	ACH062316	123.71 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	SR. CENTER WATER SERVICE	104071-6301 / 79278-6301 Special Department Supplies	ACH062316	97.75 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	SR. CENTER SUPPLIES	104071-6301 / 79278-6301 Special Department Supplies	ACH062316	92.16 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	NEIGHBORHOOD SVS SUPPLIES	104072-6301 Special Department Supplies	ACH062316	12.96 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	HEALTH FAIR BAGS	104072-6301 Special Department Supplies	ACH062316	201.96 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	NEIGHBORHOOD SVS SUPPLIES	104072-6315 Office Supplies	ACH062316	60.63 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	WHITE BOARD MARKERS	104072-6315 Office Supplies	ACH062316	11.33 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	104077-6315 Office Supplies	ACH062316	12.83 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	104077-6315 Office Supplies	ACH062316	198.89 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	OFFICE SUPPLIES	104077-6315 Office Supplies	ACH062316	8.09 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	BROWN BAG MTG SUPPLIES	109595-6301 Special Department Supplies	ACH062316	23.99 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	MISC SUPPLIES	109595-6301 Special Department Supplies	ACH062316	134.96 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	BROWN BAG MTG MEALS	109595-6301 Special Department Supplies	ACH062316	242.92 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	BROWN BAG MTG MEALS	109595-6301 Special Department Supplies	ACH062316	77.74 MAY 16		00008302	06/27/2016

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For 07/07/2016

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Ref #	Ref Date
EP	BANK OF AMERICA V008741	MISC SUPPLIES	109595-6301 Special Department Supplies	ACH062316	9.25 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	MISC SUPPLIES	109595-6301 Special Department Supplies	ACH062316	12.62 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	MISC SUPPLIES	109595-6301 Special Department Supplies	ACH062316	52.64 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	MISC SUPPLIES	109595-6301 Special Department Supplies	ACH062316	76.49 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	COFFEE SUPPLIES	109595-6301 Special Department Supplies	ACH062316	19.95 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	MISC SUPPLIES	109595-6301 Special Department Supplies	ACH062316	58.56 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	MISC SUPPLIES	109595-6301 Special Department Supplies	ACH062316	17.87 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	MISC SUPPLIES	109595-6301 Special Department Supplies	ACH062316	53.01 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	COMPUTER CABLES	109595-6999 Other Expenditure	ACH062316	33.18 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	MONITOR MOUNTS	109595-6999 Other Expenditure	ACH062316	87.05 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	COMPUTER CABLES	109595-6999 Other Expenditure	ACH062316	70.83 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	MINI REFRIGERATOR	109595-6999 Other Expenditure	ACH062316	157.85 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	TRASH CAN	109595-6999 Other Expenditure	ACH062316	31.54 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	USB HUB	109595-6999 Other Expenditure	ACH062316	10.79 MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	AIRFARE FOR HOMICIDE CASE	213041-6301 Special Department Supplies	ACH062316	1,221.20 MAY 16		00008302	06/27/2016

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	BANK OF AMERICA V008741	AIRFARE ADD CHARGE	213041-6301 Special Department Supplies	ACH062316	130.24	MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	BENCH PLAQUE	230000-6355 Small Furniture & Fixture	ACH062316	225.00	MAY 16		00008302	06/27/2016
EP	BANK OF AMERICA V008741	BENCH	230000-6355 Small Furniture & Fixture	ACH062316	980.99	MAY 16		00008302	06/27/2016
Check Total:					17,928.97				
EP	AMERICAN FIDELITY V010011	VOL/FLEX P/E 6/18 PD 6/24	0010-2155 Per Sec Plan - Opt. Life	ACH062916	42.90	62416Y		00008303	06/28/2016
EP	AMERICAN FIDELITY V010011	VOL/FLEX P/E 6/18 PD 6/24	0010-2188 Health Care SSA	ACH062916	767.77	62416Y		00008303	06/28/2016
EP	AMERICAN FIDELITY V010011	VOL/FLEX P/E 6/18 PD 6/24	395000-2187 Voluntary Plan Life	ACH062916	463.96	62416Y		00008303	06/28/2016
EP	AMERICAN FIDELITY V010011	VOL/FLEX P/E 6/18 PD 6/24	0037-2188 Health Care SSA	ACH062916	6.96	62416Y		00008303	06/28/2016
Check Total:					1,281.59				
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/18 PD 6/24	0010-2145 Employee PERS Payback W/H	ACH062916	148.81	62416Z		00008304	06/28/2016
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/18 PD 6/24	0010-2150 Survivor Benefit Package	ACH062916	98.88	62416Z		00008304	06/28/2016
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/18 PD 6/24	0010-2165 PERS Employer Payable	ACH062916	468.31	62416Z		00008304	06/28/2016
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/18 PD 6/24	0010-2195 PERS Uniform	ACH062916	28.13	62416Z		00008304	06/28/2016
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/18 PD 6/24	0029-2140 Employee PERS W/H	ACH062916	529.68	62416Z		00008304	06/28/2016
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/18 PD 6/24	0029-2145 Employee PERS Payback W/H	ACH062916	7.30	62416Z		00008304	06/28/2016
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/18 PD 6/24	0029-2150 Survivor Benefit Package	ACH062916	1.08	62416Z		00008304	06/28/2016

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/18 PD 6/24	0010-2140 Employee PERS W/H	ACH062916	114,135.63	62416Z		00008304	06/28/2016
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/18 PD 6/24	0029-2195 PERS Uniform	ACH062916	0.42	62416Z		00008304	06/28/2016
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/18 PD 6/24	395083-5145 Retirement PERS	ACH062916	-54,377.72	62416Z		00008304	06/28/2016
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/18 PD 6/24	0037-2140 Employee PERS W/H	ACH062916	260.62	62416Z		00008304	06/28/2016
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/18 PD 6/24	0037-2150 Survivor Benefit Package	ACH062916	0.28	62416Z		00008304	06/28/2016
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/18 PD 6/24	0048-2140 Employee PERS W/H	ACH062916	1,681.06	62416Z		00008304	06/28/2016
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/18 PD 6/24	0048-2145 Employee PERS Payback W/H	ACH062916	7.30	62416Z		00008304	06/28/2016
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/18 PD 6/24	0048-2150 Survivor Benefit Package	ACH062916	2.99	62416Z		00008304	06/28/2016
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/18 PD 6/24	0048-2165 PERS Employer Payable	ACH062916	2.00	62416Z		00008304	06/28/2016
EP	CALIFORNIA PUBLIC V010053	PERS P/E 6/18 PD 6/24	0048-2195 PERS Uniform	ACH062916	1.20	62416Z		00008304	06/28/2016
Check Total:					62,995.97				
EP	EMPLOYMENT V010052	STATE TAXES P/E 6/18 PD 6/24	0010-2135 Calif Income Tax W/H	ACH062916	14,010.05	62416W		00008305	06/28/2016
EP	EMPLOYMENT V010052	STATE TAXES P/E 6/18 PD 6/24	0048-2135 Calif Income Tax W/H	ACH062916	270.63	62416W		00008305	06/28/2016
EP	EMPLOYMENT V010052	STATE TAXES P/E 6/18 PD 6/24	0037-2135 Calif Income Tax W/H	ACH062916	75.72	62416W		00008305	06/28/2016
EP	EMPLOYMENT V010052	STATE TAXES P/E 6/18 PD 6/24	0029-2135 Calif Income Tax W/H	ACH062916	76.29	62416W		00008305	06/28/2016
EP	EMPLOYMENT	STATE TAXES - LOWENBURG	0010-2135	ACH062916	242.58	62416W2		00008305	06/28/2016

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Ref #	Ref Date
	V010052		Calif Income Tax W/H					
				Check Total:	14,675.27			
EP	EMPOWER RETIREMENT V010010	DEFERRED P/E 6/18 PD 6/24	0010-2172 Deferred Comp Pay. - Gr West	ACH062916	4,940.88 62416X		00008306	06/28/2016
EP	EMPOWER RETIREMENT V010010	DEFERRED P/E 6/18 PD 6/24	0029-2172 Deferred Comp Pay. - Gr West	ACH062916	15.06 62416X		00008306	06/28/2016
EP	EMPOWER RETIREMENT V010010	DEFERRED P/E 6/18 PD 6/24	0048-2172 Deferred Comp Pay. - Gr West	ACH062916	124.06 62416X		00008306	06/28/2016
				Check Total:	5,080.00			
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/18 PD 6/24	0010-2110 Federal Income Tax W/H	ACH062916	43,627.21 62416V		00008307	06/28/2016
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/18 PD 6/24	0037-2120 Employer Medicare Payable	ACH062916	18.83 62416V		00008307	06/28/2016
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/18 PD 6/24	0010-2115 Employee Medicare W/H	ACH062916	5,338.75 62416V		00008307	06/28/2016
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/18 PD 6/24	0048-2110 Federal Income Tax W/H	ACH062916	918.28 62416V		00008307	06/28/2016
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/18 PD 6/24	0010-2120 Employer Medicare Payable	ACH062916	5,338.75 62416V		00008307	06/28/2016
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/18 PD 6/24	0048-2115 Employee Medicare W/H	ACH062916	116.14 62416V		00008307	06/28/2016
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/18 PD 6/24	0010-2125 Employee Social Sec W/H	ACH062916	40.59 62416V		00008307	06/28/2016
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/18 PD 6/24	0048-2120 Employer Medicare Payable	ACH062916	116.14 62416V		00008307	06/28/2016
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/18 PD 6/24	0010-2130 Employer Soc Sec Payable	ACH062916	40.59 62416V		00008307	06/28/2016
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/18 PD 6/24	0029-2110 Federal Income Tax W/H	ACH062916	269.91 62416V		00008307	06/28/2016
EP	INTERNAL REVENUE	FED/MED/SS P/E 6/18 PD 6/24	0029-2115	ACH062916	40.04 62416V		00008307	06/28/2016

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Ref #	Ref Date
	V010054		Employee Medicare W/H					
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/18 PD 6/24	0029-2120 Employer Medicare Payable	ACH062916	40.04 62416V		00008307	06/28/2016
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/18 PD 6/24	0037-2110 Federal Income Tax W/H	ACH062916	205.48 62416V		00008307	06/28/2016
EP	INTERNAL REVENUE V010054	FED/MED/SS P/E 6/18 PD 6/24	0037-2115 Employee Medicare W/H	ACH062916	18.83 62416V		00008307	06/28/2016
EP	INTERNAL REVENUE V010054	FED/MED/SS - LOWENBURG	0010-2115 Employee Medicare W/H	ACH062916	70.19 62416V2		00008307	06/28/2016
EP	INTERNAL REVENUE V010054	FED/MED/SS - LOWENBURG	0010-2120 Employer Medicare Payable	ACH062916	70.19 62416V2		00008307	06/28/2016
EP	INTERNAL REVENUE V010054	FEB/MED/SS - LOWENBURG	0010-2110 Federal Income Tax W/H	ACH062916	718.34 62416V2		00008307	06/28/2016
Check Total:					56,988.30			
Type Total:					316,351.88			
Check Total:					316,351.88			

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Check Register
 For 07/12/2016
 FY 16/17

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
Grand Total:					250,462.24				

<u>Check Totals by ID</u>	
AP	250,462.24
EP	0.00
IP	0.00
OP	0.00

Fund Name	<u>Check Totals by Fund</u>
101-General Fund (0010)	51,382.29
211-PEG Fund (0058)	339.16
265-Landscape Maintenance (0029)	95.32
275-Sewer Maintenance (0048)	320.42
501-Refuse Administration (0037)	69.27
601-Employee Health & Wlfre (0039)	157,505.40
605-Risk Management (0040)	39,750.38
701-Special Deposits (0044)	1,000.00

Void Total: 0.00
 Check Total: 250,462.24

Check Total: 250,462.24

Reviewed & Approved
Eric Anderson

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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	ALLIANCE AUDIO V009043	CONCERTS IN THE PARK SOUND SVS	04074-6265 Entertainment Services	AP070716	2,145.00 2504		00091473	07/07/2016
					Check Total:	2,145.00		
MW OH	ANTHEM LIFE INSURANCE V000046	JULY LIFE INSURANCE PREMIUM	0010-2186 Optional Life Insurance	AP070716	5.00 070116		00091474	07/07/2016
					Check Total:	5.00		
MW OH	ASCAP V004439	7/1-12/31 ENTERTAINMENT LICENS	581573-6290 Dept. Contract Services	AP070716	168.00 100004453115		00091475	07/07/2016
MW OH	ASCAP V004439	1/1-6/30 ENTERTAINMENT LICENSE	581573-6290 Dept. Contract Services	AP070716	168.00 100004453116		00091475	07/07/2016
MW OH	ASCAP V004439	ENTERTAINMENT LICENSE FEE	581573-6290 Dept. Contract Services	AP070716	3.16 192000297387		00091475	07/07/2016
					Check Total:	339.16		
MW OH	AT & T V008736	6/27-7/26 INTERNET CHARGES	109595-6215 Telephone	AP070716	70.00 JULY 2016		00091476	07/07/2016
					Check Total:	70.00		
MW OH	BEACHAMP, BOB V007720	HERITAGE CAR SHOW PRIZES	0044-2067 / 79392-2067 Heritage Committee	AP070716	500.00 62816		00091477	07/07/2016
					Check Total:	500.00		
MW OH	CALIFORNIA DENTAL V008102	AUG DENTAL INSURANCE PREMIUM	395083-5162 Dental Insurance Premiums	AP070716	203.30 002171-AUG 16		00091478	07/07/2016
MW OH	CALIFORNIA DENTAL V008102	AUG DENTAL INSURANCE PREMIUM	395000-4720 ISF Dental Ins Reimbursement	AP070716	534.40 002171-AUG 16		00091478	07/07/2016
MW OH	CALIFORNIA DENTAL V008102	JULY DENTAL INSURANCE	395000-4720 ISF Dental Ins Reimbursement	AP070716	534.40 002171-JULY 16		00091478	07/07/2016
MW OH	CALIFORNIA DENTAL V008102	JULY DENTAL INSURANCE	395083-5162 Dental Insurance Premiums	AP070716	203.30 002171-JULY 16		00091478	07/07/2016
					Check Total:	1,475.40		
MW OH	CALIFORNIA PUBLIC	JULY MEDICAL INSURANCE	395000-4715	AP070716	133,248.99 10000001477234		00091479	07/07/2016

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V006234		ISF Health Ins Reimbursement						
MW OH	CALIFORNIA PUBLIC V006234	JULY MEDICAL INSURANCE	395083-5161 Health Insurance Premiums	AP070716	13,966.47	10000001477234		00091479	07/07/2016
				Check Total:	147,215.46				
MW OH	CAPRCBM V009514	AGENCY MEMBERSHIP	104070-6255 Dues & Memberships	AP070716	225.00	06072016		00091480	07/07/2016
				Check Total:	225.00				
MW OH	CARDENAS, JOEL V002648	JULY MONTHLY EXPENSES	103650-5001 Salaries/Full-Time Regular	AP070716	20.00	JULY 16		00091481	07/07/2016
MW OH	CARDENAS, JOEL V002648	JULY MONTHLY EXPENSES	296561-5001 Salaries/Full-Time Regular	AP070716	5.00	JULY 16		00091481	07/07/2016
MW OH	CARDENAS, JOEL V002648	JULY MONTHLY EXPENSES	484376-5001 Salaries/Full-Time Regular	AP070716	25.00	JULY 16		00091481	07/07/2016
				Check Total:	50.00				
MW OH	DARDEN SISTERS V010083	7/28 CONCERT IN THE PARK	104074-6299 Other Purchased Services	AP070716	450.00	072816		00091482	07/07/2016
				Check Total:	450.00				
MW OH	ESTEVEZ, LUIS V009891	JULY MONTHLY EXPENSES	103550-5001 Salaries/Full-Time Regular	AP070716	27.50	JULY 16		00091483	07/07/2016
MW OH	ESTEVEZ, LUIS V009891	JULY MONTHLY EXPENSES	103652-5001 Salaries/Full-Time Regular	AP070716	5.00	JULY 16		00091483	07/07/2016
MW OH	ESTEVEZ, LUIS V009891	JULY MONTHLY EXPENSES	374386-5001 Salaries/Full-Time Regular	AP070716	5.00	JULY 16		00091483	07/07/2016
MW OH	ESTEVEZ, LUIS V009891	JULY MONTHLY EXPENSES	484356-5001 Salaries/Full-Time Regular	AP070716	12.50	JULY 16		00091483	07/07/2016
				Check Total:	50.00				
MW OH	GASTELUM, ART M V009741	JULY-SEPT LEASE PAYMENT	105525-6935 Lease Expenditure	AP070716	15,000.00	070716		00091484	07/07/2016
				Check Total:	15,000.00				

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
MW OH	HENDRICKSON, ERIC V007376	JULY MONTHLY EXPENSES	102020-5001 Salaries/Full-Time Regular	AP070716	50.00	JULY 16		00091485	07/07/2016
					Check Total:	50.00			
MW OH	ICMA RETIREMENT TRUST V010029	DEFERRED P/E 7/2 PD 7/8	0010-2170 Deferred Comp Payable - ICMA	AP070716	806.00	7616J		00091486	07/07/2016
MW OH	ICMA RETIREMENT TRUST V010029	DEFERRED P/E 7/2 PD 7/8	0029-2170 Deferred Comp Payable - ICMA	AP070716	40.00	7616J		00091486	07/07/2016
MW OH	ICMA RETIREMENT TRUST V010029	DEFERRED P/E 7/2 PD 7/8	0048-2170 Deferred Comp Payable - ICMA	AP070716	40.00	7616J		00091486	07/07/2016
					Check Total:	886.00			
MW OH	KENNICUTT, JULIE V009725	JULY MONTHLY EXPENSES	103042-5001 Salaries/Full-Time Regular	AP070716	50.00	JULY 16		00091487	07/07/2016
					Check Total:	50.00			
MW OH	KEY GOVERNMENT FINANCE V007864	JULY PHONE SYSTEM LEASE PMT	105525-6935 Lease Expenditure	AP070716	3,000.92	153495001607	P10857	00091488	07/07/2016
MW OH	KEY GOVERNMENT FINANCE V007864	AUG PHONE SYSTEM LEASE PMT	105525-6935 Lease Expenditure	AP070716	3,000.92	153495001608	P10857	00091488	07/07/2016
					Check Total:	6,001.84			
MW OH	MANAGED HEALTH V008122	JULY EAP SERVICES	395083-5161 Health Insurance Premiums	AP070716	308.20	3200080734		00091489	07/07/2016
					Check Total:	308.20			
MW OH	MCKINNEY, STEVE V007108	HERITAGE CAR SHOW PRIZES	0044-2067 / 79392-2067 Heritage Committee	AP070716	500.00	62816		00091490	07/07/2016
					Check Total:	500.00			
MW OH	ORANGE COUNTY CHIEFS OF V010084	MEMBERSHIP DUES - LOWENBERG	103041-6255 Dues & Memberships	AP070716	125.00	061416		00091491	07/07/2016
					Check Total:	125.00			
MW OH	ORTEGA, JEANETTE V007724	JULY MONTHLY EXPENSES	102534-5001 Salaries/Full-Time Regular	AP070716	50.00	JULY 16		00091492	07/07/2016

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				Check Total:	50.00				
MW OH	ORTIZ, VERONICA V004409	JULY MONTHLY EXPENSES	104071-5001 Salaries/Full-Time Regular	AP070716	50.00	JULY 16		00091493	07/07/2016
				Check Total:	50.00				
MW OH	PASCARELLA, RICHARD V002546	JULY MONTHLY EXPENSES	103040-5001 Salaries/Full-Time Regular	AP070716	50.00	JULY 16		00091494	07/07/2016
				Check Total:	50.00				
MW OH	PLACENTIA CITY OF V000778	DENTAL CLAIMS	395083-5130 Dental Claim	AP070716	7,087.30	70616		00091495	07/07/2016
				Check Total:	7,087.30				
MW OH	PLACENTIA, CITY OF V000782	WORKER'S COMP CLAIMS	404580-6165 Vehicle Rental	AP070716	39,750.38	70616		00091496	07/07/2016
				Check Total:	39,750.38				
MW OH	POINT, ERIC V002831	JULY MONTHLY EXPENSES	103041-5001 Salaries/Full-Time Regular	AP070716	50.00	JULY 2016		00091497	07/07/2016
				Check Total:	50.00				
MW OH	PRINCIPAL LIFE V008141	JULY DENTAL INSURANCE	395000-4720 ISF Dental Ins Reimbursement	AP070716	721.28	JUL2016		00091498	07/07/2016
MW OH	PRINCIPAL LIFE V008141	JULY DENTAL INSURANCE	395083-5162 Dental Insurance Premiums	AP070716	697.76	JUL2016		00091498	07/07/2016
				Check Total:	1,419.04				
MW OH	RAMIREZ, ROSANNA V009800	JULY MONTHLY EXPENSES	101513-5001 Salaries/Full-Time Regular	AP070716	50.00	JULY 16		00091499	07/07/2016
				Check Total:	50.00				
MW OH	REYNOLDS, MATT V002521	JULY MONTHLY EXPENSES	102020-5001 Salaries/Full-Time Regular	AP070716	50.00	JULY 16		00091500	07/07/2016
				Check Total:	50.00				
MW OH	RODRIGUEZ, IVETTE V009933	JULY MONTHLY EXPENSES	104070-5001 Salaries/Full-Time Regular	AP070716	12.50	JULY 16		00091501	07/07/2016

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MW OH	RODRIGUEZ, IVETTE V009933	JULY MONTHLY EXPENSES	103650-5001 Salaries/Full-Time Regular	AP070716	25.00	JULY 16		00091501	07/07/2016
MW OH	RODRIGUEZ, IVETTE V009933	JULY MONTHLY EXPENSES	484356-5001 Salaries/Full-Time Regular	AP070716	12.50	JULY 16		00091501	07/07/2016
					Check Total:	50.00			
MW OH	SOUTHERN CALIFORNIA V000910	POWER TO BILLBOARD SIGN	102531-6099 / 45057-6099 Professional Services	AP070716	3,117.23	246607	P10856	00091502	07/07/2016
					Check Total:	3,117.23			
MW OH	SUNGARD PUBLIC SECTOR V005987	JULY OS-ASP SERVICES	101523-6136 Software Maintenance	AP070716	6,064.52	121394	P10858	00091503	07/07/2016
					Check Total:	6,064.52			
MW OH	THE SMOKIN' COBRAS V010085	8/4 CONCERT IN THE PARK	104074-6299 Other Purchased Services	AP070716	800.00	080416		00091504	07/07/2016
					Check Total:	800.00			
MW OH	TIME WARNER CABLE V004450	JULY PD CABLE CHARGES	109595-6215 Telephone	AP070716	150.63	21042 JULY 16		00091505	07/07/2016
MW OH	TIME WARNER CABLE V004450	JUNE 10MB FIBER CHARGES	109595-6215 Telephone	AP070716	1,388.61	35200 JULY 16		00091505	07/07/2016
MW OH	TIME WARNER CABLE V004450	6/25-7/24 10MB FIBER CHARGES	109595-6215 Telephone	AP070716	1,230.95	47700 JULY 16		00091505	07/07/2016
MW OH	TIME WARNER CABLE V004450	6/22-7/21 CABLE CHARGES	109595-6215 Telephone	AP070716	313.62	52862 JULY 16		00091505	07/07/2016
					Check Total:	3,083.81			
MW OH	UPSTEAM V010086	7/14 CONCERT IN THE PARK	104074-6299 Other Purchased Services	AP070716	950.00	071416		00091506	07/07/2016
					Check Total:	950.00			
MW OH	US BANK PARS #6746022400 V008781	PARS/ARS P/E 7/2 PD 7/8	0010-2126 Employee PARS/ARS W/H	AP070716	1,941.08	7616K		00091507	07/07/2016
MW OH	US BANK PARS #6746022400	PARS/ARS P/E 7/2 PD 7/8	0010-2131	AP070716	1,941.08	7616K		00091507	07/07/2016

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Check #	Check Date
	V008781		Employer PARS/ARS Payable						
				Check Total:	3,882.16				
MW OH	VERA, SANDRA V009293	JULY MONTHLY EXPENSES	101512-5001 Salaries/Full-Time Regular	AP070716	50.00	JULY 16		00091508	07/07/2016
				Check Total:	50.00				
MW OH	WELLS FARGO VENOR FIN V010076	JULY COPIER LEASE	109595-6175 Office Equipment Rental	AP070716	259.22	64837068		00091509	07/07/2016
MW OH	WELLS FARGO VENOR FIN V010076	JULY COPIER LEASE	109595-6175 Office Equipment Rental	AP070716	259.22	64949931		00091509	07/07/2016
				Check Total:	518.44				
MW OH	CALIFORNIA STATE V004813	P/E 7/2/16 PD DATE 7/8/16	0010-2196 Garnishments W/H	PY16014	941.55	2700/1601014		00091510	07/07/2016
MW OH	CALIFORNIA STATE V004813	P/E 7/2/16 PD DATE 7/8/16	0029-2196 Garnishments W/H	PY16014	22.49	2700/1601014		00091510	07/07/2016
MW OH	CALIFORNIA STATE V004813	P/E 7/2/16 PD DATE 7/8/16	0037-2196 Garnishments W/H	PY16014	46.15	2700/1601014		00091510	07/07/2016
MW OH	CALIFORNIA STATE V004813	P/E 7/2/16 PD DATE 7/8/16	0048-2196 Garnishments W/H	PY16014	137.87	2700/1601014		00091510	07/07/2016
				Check Total:	1,148.06				
MW OH	GREAT WEST V006983	P/E 7/2/16 PD DATE 7/8/16	0010-2172 Deferred Comp Pay. - Gr West	PY16014	858.37	2607/1601014		00091511	07/07/2016
MW OH	GREAT WEST V006983	P/E 7/2/16 PD DATE 7/8/16	0029-2172 Deferred Comp Pay. - Gr West	PY16014	6.95	2607/1601014		00091511	07/07/2016
MW OH	GREAT WEST V006983	P/E 7/2/16 PD DATE 7/8/16	0048-2172 Deferred Comp Pay. - Gr West	PY16014	31.95	2607/1601014		00091511	07/07/2016
				Check Total:	897.27				
MW OH	ORANGE COUNTY V000699	P/E 7/2/16 PD DATE 7/8/16	0010-2176 PCEA/OCEA Assoc Dues	PY16014	292.94	2610/1601014		00091512	07/07/2016
MW OH	ORANGE COUNTY	P/E 7/2/16 PD DATE 7/8/16	0037-2176	PY16014	0.96	2610/1601014		00091512	07/07/2016

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	V000699		PCEA/OCEA Assoc Dues						
MW OH	ORANGE COUNTY V000699	P/E 7/2/16 PD DATE 7/8/16	0029-2176 PCEA/OCEA Assoc Dues	PY16014	7.69	2610/1601014		00091512	07/07/2016
MW OH	ORANGE COUNTY V000699	P/E 7/2/16 PD DATE 7/8/16	0048-2176 PCEA/OCEA Assoc Dues	PY16014	25.49	2610/1601014		00091512	07/07/2016
				Check Total:	327.08				
MW OH	ORANGE COUNTY SHERIFF V005007	P/E 7/2/16 PD DATE 7/8/16	0010-2196 Garnishments W/H	PY16014	417.87	2714/1601014		00091513	07/07/2016
				Check Total:	417.87				
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 7/2/16 PD DATE 7/8/16	0010-2176 PCEA/OCEA Assoc Dues	PY16014	30.45	2615/1601014		00091514	07/07/2016
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 7/2/16 PD DATE 7/8/16	0037-2176 PCEA/OCEA Assoc Dues	PY16014	0.10	2615/1601014		00091514	07/07/2016
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 7/2/16 PD DATE 7/8/16	0029-2176 PCEA/OCEA Assoc Dues	PY16014	0.80	2615/1601014		00091514	07/07/2016
MW OH	PCEA C/O NORTH ORANGE V000679	P/E 7/2/16 PD DATE 7/8/16	0048-2176 PCEA/OCEA Assoc Dues	PY16014	2.65	2615/1601014		00091514	07/07/2016
				Check Total:	34.00				
MW OH	PLACENTIA POLICE V000839	P/E 7/2/16 PD DATE 7/8/16	0010-2180 Police Mgmt Assn Dues	PY16014	942.52	2625/1601014		00091515	07/07/2016
				Check Total:	942.52				
MW OH	PLACENTIA POLICE V003519	P/E 7/2/16 PD DATE 7/8/16	0010-2178 Placentia Police Assoc Dues	PY16014	3,062.94	2620/1601014		00091516	07/07/2016
				Check Total:	3,062.94				
MW OH	VANTAGEPOINT TRANSFER V007191	P/E 7/2/16 PD DATE 7/8/16	0010-2170 Deferred Comp Payable - ICMA	PY16014	1,051.65	2606/1601014		00091517	07/07/2016
MW OH	VANTAGEPOINT TRANSFER V007191	P/E 7/2/16 PD DATE 7/8/16	0037-2170 Deferred Comp Payable - ICMA	PY16014	17.06	2606/1601014		00091517	07/07/2016
MW OH	VANTAGEPOINT TRANSFER	P/E 7/2/16 PD DATE 7/8/16	0029-2170	PY16014	12.39	2606/1601014		00091517	07/07/2016

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	V007191		Deferred Comp Payable - ICMA						
MW OH	VANTAGEPOINT TRANSFER P/E 7/2/16 PD DATE 7/8/16 V007191		0048-2170 Deferred Comp Payable - ICMA	PY16014	32.46	2606/1601014		00091517	07/07/2016
					Check Total:	1,113.56			
					Type Total:	250,462.24			
					Check Total:	250,462.24			

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FY 16/17

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Ref #	Ref Date
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Grand Total: 74,243.47

EDR Totals by ID

AP	0.00
EP	74,243.47
IP	0.00
OP	0.00

Fund Name	EDR Totals by Fund
101-General Fund (0010)	7,723.55
265-Landscape Maintenance (0029)	103.50
275-Sewer Maintenance (0048)	297.50
501-Refuse Administration (0037)	97.49
601-Employee Health & Wlfre (0039)	66,021.43

Void Total: 0.00
EDR Total: 74,243.47

Electronic Disbursement Sub Totals: 74,243.47

ACH Payroll Direct Deposit for 7/7/2016: 288,953.44

Electronic Disbursement Total: 363,196.91

Reviewed & Approved
Eric Hendrickson

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
EP	ACOSTA, JOAQUIN E000017	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070116	223.00	JULY 16		00008211	07/01/2016
				Check Total:	223.00				
EP	ALDWIR, MAMOUN E000113	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070116	1,427.15	JULY 16		00008212	07/01/2016
				Check Total:	1,427.15				
EP	ANDERSON, MARLA E000071	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070116	572.00	JULY 16		00008213	07/01/2016
				Check Total:	572.00				
EP	ARMSTRONG, JOHN T E000046	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070116	1,575.00	JULY 16		00008214	07/01/2016
				Check Total:	1,575.00				
EP	AUDISS, JAY SCOTT E000125	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070116	1,575.00	JULY 16		00008215	07/01/2016
				Check Total:	1,575.00				
EP	BABCOCK, CHARLES A E000015	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070116	295.00	JULY 16		00008216	07/01/2016
				Check Total:	295.00				
EP	BEALS, SHARLENE E000076	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070116	223.00	JULY 16		00008217	07/01/2016
				Check Total:	223.00				
EP	BERMUDEZ, ALBERT E000124	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070116	441.53	JULY 16		00008218	07/01/2016
				Check Total:	441.53				
EP	BONESCHANS, DENNIS E000020	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070116	223.00	JULY 16		00008219	07/01/2016
				Check Total:	223.00				
EP	BUNNELL, DONALD E000062	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070116	572.00	JULY 16		00008220	07/01/2016

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
				Check Total:	572.00				
EP	BURGNER, ARTHUR E000074	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070116	572.00	JULY 16		00008221	07/01/2016
				Check Total:	572.00				
EP	CHANDLER, JOHN P E000109	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070116	1,204.00	JULY 16		00008222	07/01/2016
				Check Total:	1,204.00				
EP	CHANG, ROBERT E000107	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070116	1,564.00	JULY 16		00008223	07/01/2016
				Check Total:	1,564.00				
EP	COBBETT, GEOFFREY E000007	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070116	572.00	JULY 16		00008224	07/01/2016
				Check Total:	572.00				
EP	COOK, ARLENE M E000018	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070116	572.00	JULY 16		00008225	07/01/2016
				Check Total:	572.00				
EP	D'AMATO, ROBERT E000056	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070116	223.00	JULY 16		00008226	07/01/2016
				Check Total:	223.00				
EP	DAVID, PRESTON E000112	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070116	1,174.00	JULY 16		00008227	07/01/2016
				Check Total:	1,174.00				
EP	DAVIS, CAROLYN E000005	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070116	572.00	JULY 16		00008228	07/01/2016
				Check Total:	572.00				
EP	DELOS SANTOS, JAMIE E000045	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070116	1,174.00	JULY 16		00008229	07/01/2016
				Check Total:	1,174.00				
EP	DICKSON, ROBERTA JO	JULY MEDICAL REIMBURSEMENT	395083-5161	ACH070116	223.00	JULY 16		00008230	07/01/2016

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	E000011		Health Insurance Premiums					
				Check Total:	223.00			
EP	DOWNEY, CAROL E000082	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070116	572.00 JULY 16		00008231	07/01/2016
				Check Total:	572.00			
EP	ECKENRODE, NORMAN E000029	AUG MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070116	572.00 JULY 16		00008232	07/01/2016
				Check Total:	572.00			
EP	ELSTRO, ANN M E000027	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070116	572.00 JULY 16		00008233	07/01/2016
				Check Total:	572.00			
EP	ESCOBOSA, LILLIAN E000055	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070116	572.00 JULY 16		00008234	07/01/2016
				Check Total:	572.00			
EP	ESPINOZA, ROSALINDA E000016	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070116	525.00 JULY 16		00008235	07/01/2016
				Check Total:	525.00			
EP	FISCHER, HAROLD A E000023	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070116	712.00 JULY 16		00008236	07/01/2016
				Check Total:	712.00			
EP	FRICKE, JUERGEN E000075	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070116	712.00 JULY 16		00008237	07/01/2016
				Check Total:	712.00			
EP	FULLER, GLENN H E000081	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070116	712.00 JULY 16		00008238	07/01/2016
				Check Total:	712.00			
EP	GALLANT, KAREN E000008	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070116	572.00 JULY 16		00008239	07/01/2016

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
				Check Total:	572.00				
EP	GARNER, JO ANN E000047	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070116	572.00	JULY 16		00008240	07/01/2016
				Check Total:	572.00				
EP	GARNER, KITTY E000080	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070116	873.00	JULY 16		00008241	07/01/2016
				Check Total:	873.00				
EP	GOMEZ, DANIEL E000049	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070116	572.00	JULY 16		00008242	07/01/2016
				Check Total:	572.00				
EP	GRIMM, DENNIS L E000042	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070116	539.00	JULY 16		00008243	07/01/2016
				Check Total:	539.00				
EP	HOCH, ELEANOR M E000078	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070116	223.00	JULY 16		00008244	07/01/2016
				Check Total:	223.00				
EP	HOLTSCRAW, KATHERINE E000121	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070116	525.00	JULY 16		00008245	07/01/2016
				Check Total:	525.00				
EP	IRVINE, SUZETTE E000019	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070116	572.00	JULY 16		00008246	07/01/2016
				Check Total:	572.00				
EP	JENKINS, ROBERT E000084	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070116	712.00	JULY 16		00008247	07/01/2016
				Check Total:	712.00				
EP	JOHNSON, SHARON E000099	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070116	572.00	JULY 16		00008248	07/01/2016
				Check Total:	572.00				
EP	JONES, ROBERT	JULY MEDICAL REIMBURSEMENT	395083-5161	ACH070116	195.98	JULY 16		00008249	07/01/2016

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	E000053		Health Insurance Premiums						
				Check Total:	195.98				
EP	JUDD, TERRELL E000115	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070116	1,564.00	JULY 16		00008250	07/01/2016
				Check Total:	1,564.00				
EP	KIRKLAND, RICHARD L E000110	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070116	223.00	JULY 16		00008251	07/01/2016
				Check Total:	223.00				
EP	LITTLE, DIANE M E000098	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070116	539.00	JULY 16		00008252	07/01/2016
				Check Total:	539.00				
EP	LOOMIS, CORINNE E000122	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070116	525.00	JULY 16		00008253	07/01/2016
				Check Total:	525.00				
EP	LOWREY, B J E000041	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070116	295.00	JULY 16		00008254	07/01/2016
				Check Total:	295.00				
EP	MAERTZWEILER, MICHAEL E000032	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070116	572.00	JULY 16		00008255	07/01/2016
				Check Total:	572.00				
EP	MANNING, VEDA M E000063	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070116	223.00	JULY 16		00008256	07/01/2016
				Check Total:	223.00				
EP	MARMOLEJO, PACO E000068	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070116	1,564.00	JULY 16		00008257	07/01/2016
				Check Total:	1,564.00				
EP	MILANO, JAMES E000054	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070116	572.00	JULY 16		00008258	07/01/2016

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
				Check Total:	572.00				
EP	MILLER, RICHARD E000106	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070116	1,204.00	JULY 16		00008259	07/01/2016
				Check Total:	1,204.00				
EP	MOORE, LARRY W E000044	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070116	223.00	JULY 16		00008260	07/01/2016
				Check Total:	223.00				
EP	OLEA, ARLENE J E000014	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070116	1,174.00	JULY 16		00008261	07/01/2016
				Check Total:	1,174.00				
EP	ORTEGA, MANUEL E E000100	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070116	697.00	JULY 16		00008262	07/01/2016
				Check Total:	697.00				
EP	PALMER, GEORGE E000094	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070116	960.00	JULY 16		00008263	07/01/2016
				Check Total:	960.00				
EP	PASCUA, RAYNALD E000114	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070116	1,564.00	JULY 16		00008264	07/01/2016
				Check Total:	1,564.00				
EP	PASPALL, MIHAJLO E000085	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070116	516.96	JULY 16		00008265	07/01/2016
				Check Total:	516.96				
EP	PEREZ, ROBERT E000111	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070116	195.98	JULY 16		00008266	07/01/2016
				Check Total:	195.98				
EP	PICHON, WALTER E000103	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070116	283.04	JULY 16		00008267	07/01/2016
				Check Total:	283.04				
EP	PINEDA, MATEO	JULY MEDICAL REIMBURSEMENT	395083-5161	ACH070116	777.28	JULY 16		00008268	07/01/2016

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	E000127		Health Insurance Premiums						
				Check Total:	777.28				
EP	PONCE, EDMUND M E000040	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070116	223.00	JULY 16		00008269	07/01/2016
				Check Total:	223.00				
EP	REDIFER, KIM R E000022	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070116	960.00	JULY 16		00008270	07/01/2016
				Check Total:	960.00				
EP	RENDEN, BRIAN E000083	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070116	1,204.00	JULY 16		00008271	07/01/2016
				Check Total:	1,204.00				
EP	REYES, ROGER T E000024	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070116	572.00	JULY 16		00008272	07/01/2016
				Check Total:	572.00				
EP	RICE, RUSSELL J E000059	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070116	1,174.00	JULY 16		00008273	07/01/2016
				Check Total:	1,174.00				
EP	RISHER, THOMAS A E000013	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070116	572.00	JULY 16		00008274	07/01/2016
				Check Total:	572.00				
EP	RIVERA, AIDA E000026	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070116	223.00	JULY 16		00008275	07/01/2016
				Check Total:	223.00				
EP	ROACH, MICHAEL E000105	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070116	1,204.00	JULY 16		00008276	07/01/2016
				Check Total:	1,204.00				
EP	ROBB, SANDRA E000043	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070116	572.00	JULY 16		00008277	07/01/2016

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Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount Invoice#	PO #	Ref #	Ref Date
				Check Total:	572.00			
EP	ROBERTSON, JAMES S E000093	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070116	241.38 JULY 16		00008278	07/01/2016
				Check Total:	241.38			
EP	ROKOSZ, KEN A E000035	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070116	525.00 JULY 16		00008279	07/01/2016
				Check Total:	525.00			
EP	ROSE, RICHARD D E000050	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070116	920.00 JULY 16		00008280	07/01/2016
				Check Total:	920.00			
EP	SALE, LEE R E000031	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070116	572.00 JULY 16		00008281	07/01/2016
				Check Total:	572.00			
EP	SANCHEZ, LAURA E000058	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070116	223.00 JULY 16		00008282	07/01/2016
				Check Total:	223.00			
EP	SANGOLUISA, ZORA G E000048	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070116	223.00 JULY 16		00008283	07/01/2016
				Check Total:	223.00			
EP	SCHLIEDER, BEVERLY E000120	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070116	1,431.75 JULY 16		00008284	07/01/2016
				Check Total:	1,431.75			
EP	SMITH, WARD E000128	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070116	1,564.00 JULY 16		00008285	07/01/2016
				Check Total:	1,564.00			
EP	SOMOYA, JOHN P E000089	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070116	712.00 JULY 16		00008286	07/01/2016
				Check Total:	712.00			
EP	SOTO, PHILIP J	JULY MEDICAL REIMBURSEMENT	395083-5161	ACH070116	572.00 JULY 16		00008287	07/01/2016

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For 07/07/2016

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
	E000052		Health Insurance Premiums						
				Check Total:	572.00				
EP	SPRAGUE, GARY A E000064	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070116	1,575.00	JULY 16		00008288	07/01/2016
				Check Total:	1,575.00				
EP	STEPHEN, JEFFREY E000119	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070116	1,564.00	JULY 16		00008289	07/01/2016
				Check Total:	1,564.00				
EP	TAYLOR, DAVID M E000088	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070116	539.00	JULY 16		00008290	07/01/2016
				Check Total:	539.00				
EP	TAYLOR, LINDA E000126	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070116	525.00	JULY 16		00008291	07/01/2016
				Check Total:	525.00				
EP	THOMANN, DARYLL L E000101	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070116	607.76	JULY 16		00008292	07/01/2016
				Check Total:	607.76				
EP	TRIFOS, WILLIAM E000104	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070116	1,575.00	JULY 16		00008293	07/01/2016
				Check Total:	1,575.00				
EP	VALENTINE, THOMAS E000118	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070116	1,204.00	JULY 16		00008294	07/01/2016
				Check Total:	1,204.00				
EP	VERSTYNEN, WILLIAM E000092	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070116	195.98	JULY 16		00008295	07/01/2016
				Check Total:	195.98				
EP	WAHL, KATHLEEN A E000030	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070116	223.00	JULY 16		00008296	07/01/2016

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For 07/07/2016

Type	Vendor Name/ID	Description	Account/Description	Batch ID	Amount	Invoice#	PO #	Ref #	Ref Date
				Check Total:	223.00				
EP	WIEST, STEPHEN E000079	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070116	572.00	JULY 16		00008297	07/01/2016
				Check Total:	572.00				
EP	WORDEN, LARRY M E000116	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070116	1,347.98	JULY 16		00008298	07/01/2016
				Check Total:	1,347.98				
EP	YAMAGUCHI, BRIAN E000123	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070116	1,204.00	JULY 16		00008299	07/01/2016
				Check Total:	1,204.00				
EP	ZAMORA, JERRY E000037	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070116	712.00	JULY 16		00008300	07/01/2016
				Check Total:	712.00				
EP	ZINN, JOHN E000009	JULY MEDICAL REIMBURSEMENT	395083-5161 Health Insurance Premiums	ACH070116	962.66	JULY 16		00008301	07/01/2016
				Check Total:	962.66				
EP	ICMA RETIREMENT TRUST V000496	P/E 7/2/16 PD DATE 7/8/16	0010-2170 Deferred Comp Payable - ICMA	PY16014	7,723.55	2995/1601014		00008308	07/07/2016
EP	ICMA RETIREMENT TRUST V000496	P/E 7/2/16 PD DATE 7/8/16	0029-2170 Deferred Comp Payable - ICMA	PY16014	103.50	2995/1601014		00008308	07/07/2016
EP	ICMA RETIREMENT TRUST V000496	P/E 7/2/16 PD DATE 7/8/16	0048-2170 Deferred Comp Payable - ICMA	PY16014	297.50	2995/1601014		00008308	07/07/2016
EP	ICMA RETIREMENT TRUST V000496	P/E 7/2/16 PD DATE 7/8/16	0037-2170 Deferred Comp Payable - ICMA	PY16014	97.49	2995/1601014		00008308	07/07/2016
				Check Total:	8,222.04				
				Type Total:	74,243.47				
				Check Total:	74,243.47				



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: ECONOMIC DEVELOPMENT MANAGER

DATE: JULY 12, 2016

SUBJECT: **PROFESSIONAL SERVICES AGREEMENT WITH RAGGED ROBIN RANCH FOR CONTRACT PLANNING SERVICES**

FISCAL
IMPACT: EXPENSE: \$87,000 CONTRACT PLANNING SERVICES
BUDGETED: \$87,000 FISCAL YEAR 2016-17 OPERATING BUDGET (GENERAL FUND)

SUMMARY:

In 2014, the City entered into a Professional Services Agreement with Ragged Robin Ranch to provide contract planning services through the end of Fiscal Year (FY) 2014-15. In 2015, City Council approved Amendment No. 1 to the Professional Services Agreement (PSA) with Charles Rangel of Ragged Robin Ranch to continue these services for an additional year. This agreement expired on June 30, 2016. A new agreement with Ragged Robin Ranch is needed to continue to providing planning services while City undergoes the recruitment process for a full-time Senior Planner position as approved in the FY 2016-17 Operating Budget. This action will approve an agreement with Contract Senior Planner Charles Rangel dba Ragged Robin Ranch to continue providing these services as well as part-time Contract Planning Technician services on a month-to-month-basis for a not-to-exceed amount of \$87,000.

RECOMMENDATION:

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

1. Approve Professional Services Agreement with Ragged Robin Ranch to provide contract planning services related to the Planning Division on a month-to-month basis, not to exceed one (1) year; and
2. Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

DISCUSSION:

On July 15, 2014, the City Council approved a Professional Services Agreement with Charles Rangel - Ragged Robin Ranch to provide contract planning services through June 30, 2015. On

June 16, 2015, the City Council approved Amendment No. 1 to this Agreement to continue to provide planning services for an additional one-year term for a not-to-exceed amount of \$203,520.

As part of the adopted FY 2016-17 Operating Budget, the City Council approved funding the vacant Senior Planner position to be filled by a full-time City employee. A new agreement with Charles Rangel – Ragged Robin Ranch is needed as the existing agreement expired on June 30, 2016, and the City will require continued contract planning services through the duration of the recruitment process for this position. The new agreement will be on a month-to-month basis for an additional one-year with a not-to-exceed amount of \$87,000. Under this contract, Charles Rangel-Ragged Robin Ranch will continue to fill the Contract Senior Planner position until the recruitment of a full-time City Planner is completed and a part-time Contract Planning Technician for planning services at the planning counter.

FISCAL IMPACT:

The not-to-exceed amount for this agreement is \$87,000. Funds for these services have been budgeted in the Fiscal Year 2016-17 Operating Budget.

Prepared by:

Reviewed by:

Elsa Villagrana
Senior Administrative Assistant

Jeannette Ortega
Economic Development Manager

Reviewed and approved:

Reviewed and approved:

Lawrence P. Schroeder
Interim Chief Financial Officer

Damien R. Arrula
City Administrator

Attachment:

1. Professional Services Agreement

**CITY OF PLACENTIA PROFESSIONAL
SERVICES AGREEMENT WITH
RAGGED ROBIN RANCH**

THIS AGREEMENT is made and entered into this 12th day of July, 2016 (“Effective Date”), by and between the CITY OF PLACENTIA, a municipal corporation (“City”), and RAGGED ROBIN RANCH, a California Corporation (“Consultant”).

W I T N E S S E T H :

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide professional services pertaining to current and advance planning as well as planning and development process management relating to the City’s Development Services and Planning Operations, as more fully described herein; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise and is willing to perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for the specific services described in Exhibit “A” (the “Scope of Services”) 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 Scope of Services, attached hereto as Exhibit “A,” and incorporated herein by this reference.

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

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

- (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 in accordance with Exhibit "A." Consultant's total compensation shall not exceed Eighty Seven Thousand Dollars (\$87,000.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Scope of Services or which is inconsistent with or in violation of the provisions of this Agreement unless the City, 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 twenty-five percent (25%) of the total contract sum or Twenty-Five Thousand Dollars (\$25,000), whichever is more.

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 from the Effective Date until three (3) years after termination of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence immediately from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the timeframe approved by City and is based on project-specific services. The timeframe may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

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

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue on a month-to-month basis, ending on June 30, 2017, 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 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, in the event of any of the following:

- a. Consultant is adjudged bankrupt;
- b. Consultant is insolvent or have a receiver of its assets or property appointed because of insolvency;
- c. Consultant makes a general assignment for the benefit of creditors;
- d. Consultant defaults in the performance of any obligation or payment of any indebtedness under this Agreement;
- e. Consultant suffers any judgment that is unsatisfied or unbonded for thirty (30) days or longer; or
- f. Consultant institutes or suffers 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 GC 00 01, 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 limits of One Million Dollars (\$1,000,000.00) per accident; One Million Dollars (\$1,000,00.00) disease per employee; and One Million Dollars (\$1,000,000.00) disease per policy. 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 City Administrator 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 City Administrator 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) per claim or per occurrence and One Million Dollars (\$1,000,000.00) annual 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. Coverage applicable to the work performed under this agreement shall be continued for three (3) years after completion of the work. Such continuation coverage may be provided by one of the following: (1) renewal of the existing policy; (2) an extended reporting period endorsement; or (3) replacement insurance with a retroactive date no later than the commencement of the work under this Agreement.

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

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

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

the City may procure such insurance at Consultant's sole cost and expense."

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

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

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

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

6.0. GENERAL PROVISIONS

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

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

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

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

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

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mailed. If mailed, such communications 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 and and b) 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:

Ragged Robin Ranch
10115 Victoria Avenue
Riverside, CA 92503

Attn: Charles Rangel

IF TO CITY:

City of Placentia
401 E. Chapman Ave.
Placentia, CA 92870
Tel: (714) 993-8171

Attn: Damien R. Arrula

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, 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 Scope of Services, 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. Notwithstanding the above, in no event shall Consultant be required to file Form 700/Statement of Economic Interest with the City and/or the Fair Political Practices Commission as Consultant shall not be making any governmental decisions on behalf of City.

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

City Administrator

Date: _____

ATTEST:

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

CONSULTANT

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Risk Management

Date: _____

APPROVED AS TO CONTENT:

Project Manager

Date: _____

EXHIBIT A
SCOPE OF SERVICES

EXHIBIT B
CERTIFICATES OF INSURANCE

Exhibit "A"
SCOPE OF SERVICES

Current Planning Services:

- Review project cases as assigned for planning entitlements.
- Meet with Applicant(s) as needed.
- Attend Development Services Department related meetings as required.
- Conduct site visits relative to assigned cases/projects.
- Prepare documentation and staff reports for Planning Commission and City Council review.
- Prepare public notices as necessary.
- Prepare environmental documentation as required for case processing.
- Attend neighborhood meetings and public hearings pertaining to assigned projects.
- Prepare other project related correspondence and memoranda as necessary.

Planning Counter Services:

- Contract Planning Technician shall work the following hours per month:

○ July	138 hours	\$5,520
○ August	140 hours	\$5,600
○ September	96 hours	\$3,840
○ October	96 hours	\$3,840
○ November	120 hours	\$4,800
○ December	48 hours	\$1,920
○ January	120 hours	\$4,800
○ February	96 hours	\$3,840
○ March	96 hours	\$3,840
○ April	96 hours	\$3,840
○ May	120 hours	\$4,800
○ June	96 hours	<u>\$3,840</u>
		\$50,480 TOTAL

- Contract Senior Planner shall work the following hours per month:

○ July	138 hours	\$11,040
○ August	180 hours	\$14,400
○ September	138 hours	<u>\$11,040</u>
		\$36,480 TOTAL

- Attend Planning Commission meetings and other meetings as required.

Advance Planning Services:

- Provide support, as necessary, to the City Administrator and Development Services Director on advance planning issues.

Process Management:

- Coordinate review of applications by Building, Engineering, Police, Orange County Transportation Authority, and other necessary reviewers.
- Provide staff support to the Development Review Committee, once established.
- Define and document development review processes and related procedures.
- Prepare public information materials describing the plan review process.
- Develop and recommend administrative policies, as necessary, concerning land use issues.



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: ACTING PUBLIC WORKS DIRECTOR

DATE: JULY 12, 2016

SUBJECT: **AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT WITH HR GREEN, INC., FOR CITY ENGINEER SERVICES**

FISCAL
IMPACT: EXPENSE: \$112,950 CITY ENGINEER SERVICES
BUDGETED: \$113,000 FISCAL YEAR 2016-17 OPERATING BUDGET
(GENERAL FUND AND SEWER FUND)

SUMMARY:

The Public Works Department provides technical civil engineering services through the use of professional consultants including the City's contract City Engineer. Currently the City has an agreement with HR Green, Inc., to provide City Engineer services which is set to expire in August 2016. An amendment to the agreement is needed to extend the term of the agreement an additional six (6) months to continue providing these services while the City undergoes the recruitment process for the full-time City Engineer position approved in the FY 16-17 budget.

RECOMMENDATION:

It is recommended that City Council take the following actions:

1. Approve Amendment No. 2 to the Professional Services Agreement with HR Green, Inc., for City Engineer Services on a month-to-month basis, not to exceed six (6) months; and
2. Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

DISCUSSION:

On September 17, 2013, the City Council approved a Professional Services Agreement with HR Green Inc., to provide City staff augmentation services for a part-time Civil Engineer to assume the role of City Engineer. On August 5, 2014, the City Council approved Amendment No. 1 to this agreement increasing the number of weekly hours worked by the consultant as well as extending the term of the agreement through August 4, 2016. HR Green and the contract City Engineer have provided the City with excellent service and have been responsive to the organization's needs.

As part of its adoption of the FY 2016-17 Operating Budget, the City Council approved funding the vacant City Engineer position to be filled by a full-time City employee. A second amendment to this agreement is needed as the existing agreement is set to expire in August, and the City will require continued City Engineer services through the duration of the recruitment process for this position. The proposed second amendment to this agreement will extend the term of the agreement on a month-to-month basis for an additional six (6) months with a not-to-exceed amount of \$112,950. All other terms of the original agreement and Amendment No.1 will remain in effect. This term extension will provide sufficient time to complete the City Engineer recruitment and selection process as well as provide for a transition period between the consultant and the new City employee.

FISCAL IMPACT:

A total of \$113,000 has been budgeted in the Fiscal Year 2016-17 Operating Budget for City Engineer Services. Accordingly, sufficient funds exist for the recommended actions.

Prepared by:

Reviewed and approved:

Luis Estevez
Acting Public Works Director

Lawrence P. Schroeder
Interim Chief Financial Officer

Reviewed and approved:

Damien R. Arrula
City Administrator

Attachment:

Amendment No. 2 to Professional Services Agreement

**AMENDMENT NO. 2 TO
PROFESSIONAL SERVICES AGREEMENT
WITH HR GREEN**

This Amendment No. 2 (“Amendment”) to Professional Services Agreement is made and entered into effective the 12th day of July, 2016, by and between the CITY OF PLACENTIA, a Charter City and Municipal Corporation (“CITY”), and HR GREEN, INC., (hereinafter “CONSULTANT”). CITY and CONSULTANT are sometimes hereinafter individually referred to as “Party” and or collectively referred to as the “Parties.”

A. RECITALS:

(i). CITY and CONSULTANT entered into a Professional Services Agreement (“Agreement”) effective September 17, 2013 through which CONSULTANT has been providing consulting services as more fully explained in the Scope of Services attached to the Agreement as Exhibit “A.”

(ii). The Parties executed Amendment No. 1 to the Agreement effective August 5, 2014.

(iii). The Parties now seek to amend the Agreement a second time to change the term of the Agreement and include additional compensation.

(iv). 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. Section (B)(2)(a) of the Agreement is hereby amended to provide a month-to-month term beginning July 12, 2016, not to exceed six (6) months.

2. Section (B)(3)(a) of the Agreement is hereby amended to provide that total compensation during the month-to-month term beginning July 12, 2016 shall not exceed One Hundred Twelve Thousand Nine Hundred-Fifty Dollars (\$112,950.00)

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

4. The Agreement, Amendment No. 1, together with this Amendment No. 2 and all Exhibits attached thereto, constitutes the entire Agreement between the Parties and supersedes all prior negotiations, arrangements, representations, and understandings, if any, made by or between the Parties with respect to the subject matter hereof. No amendment or other

modification of the Agreement, as modified by this Amendment No. 2 shall be binding unless executed in writing by both Parties hereto, or their respective successors, assigns, or grantees.

5. Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Amendment No. 2 and that such execution is binding upon the entity for which he or she is executing this document.

IN WITNESS WHEREOF, the Parties have caused Amendment No. 2 to the Consulting Services Agreement are to be executed as of the day and year first above written.

CONSULTANT

CITY OF PLACENTIA

By: _____
Name, Title

By: _____
Damien R. Arrula
City Administrator

ATTEST: _____
Patrick J. Melia,
City Clerk

APPROVED AS TO FORM:

By: _____
Christian L. Bettenhausen
City Attorney

EXHIBIT "A"



▷ 1100 Town & Country Road | Suite1025 | Orange, CA 92868
Main 855.900.4742 + **Fax** 714.333.1886

▷ HRGREEN.COM

June 20, 2016

Luis Estevez
Public Works Manager
City of Placentia
401 E. Chapman Ave.
Placentia, CA 92870

Subject: Contract City Engineering Proposal

Dear Luis,

In response to your request HR Green proposes to provide contract City Engineer services on a month to month basis from July 12, 2016 thru January 11, 2017.

Young Park, PE is our designated City Engineer to provide service three 9 hour days per week at the rate of \$150/hr.

We understand that the City will be recruiting for a full time City Engineer and request 30 day notice for termination of services.

We appreciate the opportunity to continue serving the City of Placentia.

Sincerely,

HR GREEN, INC.

A handwritten signature in blue ink, appearing to read 'Roy F. Stephenson'.

Roy F. Stephenson, P.E.
Manager Local Government Services

CC: Damian Arrula, City Administrator



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: ECONOMIC DEVELOPMENT MANAGER

DATE: JULY 12, 2016

SUBJECT: **AMENDMENT NO. 2 TO PROFESSIONAL SERVICES AGREEMENT WITH JEANELLE HEASTON DBA PERMIT MANAGEMENT SOLUTIONS FOR PLANNING AND BUILDING PERMIT TECHNICIAN SERVICES**

FISCAL
IMPACT: EXPENSE: NOT-TO-EXCEED \$5,000

SUMMARY:

On September 21, 2015, the City entered into a Professional Services Agreement (PSA) with Jeanelle Heaston dba Permit Management Solutions (PMS) for Planning and Building Permit Technician Services (Services). The agreement was set for a not-to-exceed amount of \$25,000 and was designed to provide the Services during the recruitment for a permanent full-time Building Permit Technician. On April 5, 2016, City Council approved Amendment No.1 to the PSA with PMS to continue to provide Services through the end of the Fiscal Year 2015-16 in an amount not-to-exceed \$18,000. This agreement expired on June 30, 2016. As the result of the lengthy background recruitment process for the full-time Building Permit Technician, there continues to be a need for professional assistance. This action will approve Amendment No. 2 in an amount not-to-exceed \$5,000 for PMS to provide Services until the Building Permit Technician position is filled. 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. 2 to the Professional Services Agreement with Jeanelle Heaston dba Permit Management Solutions to provide planning and building permit technician services in an amount not-to-exceed \$5,000; and
2. Authorize the City Administrator, or his designee, to execute the necessary documents, in a form approved by the City Attorney.

DISCUSSION:

The City's operations include the processing of Planning and Building Division permits for both residential and commercial property. A full-time staff member is assigned to this position and

provides the necessary customer service to the Planning/Building and Safety operations. The City is currently in the background recruitment process for a permanent replacement. During this interim period, the City has utilized the services of Jeanelle Heaston dba Permit Management Solutions to provide the professional services necessary to maintain the highest level of service to both residential and business customers. This includes processing building permits and applications; providing information on procedures, policies, and functions; coordinating interdepartmental processing of documents/permits; scheduling of building inspections; coordinating Department workflow and reporting requirements; and providing training to City staff on best practices.

The recommended action will approve Amendment No. 2 for FY 2016-17 in an amount not-to-exceed \$5,000. This would allow for the completion of the background recruitment, hiring, and training process for the permanent staff position.

FISCAL IMPACT:

The not-to-exceed amount for this agreement is \$5,000. While this amount individually is within the City Administrator's approval authority, in aggregate, the amount exceeds \$25,000. Therefore this amount is before the City Council for consideration. Funds for these services have been budgeted in the Fiscal Year 2016-17 Operating Budget.

Prepared by:

Reviewed by:

Elsa Villagrana
Senior Administrative Assistant

Jeannette Ortega
Economic Development Manager

Reviewed and approved:

Reviewed and approved:

Lawrence P. Schroeder
Interim Chief Financial Officer

Damien R. Arrula
City Administrator

Attachments:

1. Professional Services Agreement
2. Amendment No. 1
3. Amendment No. 2

**CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH
JEANELLE HEASTON**

THIS AGREEMENT is made and entered into this 21st day of September ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation and charter city ("City"), and JEANELLE HEASTON, an individual ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to perform planning services as more fully described in Exhibit A, attached hereto and incorporated by this reference; 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.

E. WHEREAS, this Agreement is authorized under City Administrator's authority to execute contracts under \$25,000 in value. Placentia Municipal Code Section 3.08.085.

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 document attached hereto as Exhibit "A".

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, and to other City documents. Consultant covenants that all data,

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

2.0. COMPENSATION AND BILLING

2.1. Compensation. Consultant shall be paid in accordance with the fee schedule set forth in Exhibit "A," attached hereto and made a part of this Agreement (the "Fee Schedule"). Consultant's total compensation under this Agreement shall not exceed a maximum of Twenty-Five Thousand Dollars (\$ 25,000.00).

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Consultant's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City, 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.

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

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

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue until January 15, 2016, 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 written notice to Consultant. The termination of this Agreement shall be deemed effective immediately 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.

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) 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 City Administrator or his/her designee 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.

- (c) 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 to this Agreement as Exhibit "B", and are 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.

Jeanelle Heaston shall be the representative for Consultant for purposes of this Agreement, and 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. [Reserved.]

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:

Jeanelle Heaston
2279 Eagle Glen Pkwy. Ste. 112-421
Corona, CA 92883
Tel: 909-633-4094
Fax: 951-277-3534

IF TO CITY:

City of Placentia
401 E. Chapman
Placentia, CA 92870
Tel: 714-993-8141
Fax: 714-961-0283
Attn: Stephen Pischel

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.

Because of the personal nature of the service to be rendered pursuant to this Agreement, only Jeanelle Heaston shall perform the services described in the SCOPE OF SERVICES.

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.

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

- (a) Consultant. Consultant shall mean Jeanelle Heaston, an individual, located at 2279 Eagle Glen Parkway, Suite 112-421, Corona, CA 92883.
- (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) Services. Services shall mean the services to be performed by the Consultant pursuant to this Agreement.
- (e) Satisfactory. Satisfactory shall mean satisfactory to the City Administrator or the Director of Administrative Services of the City of Placentia, or their designee.

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 and Charter City



Damien Arrula, Interim City Administrator

Date: 10/13/15

CONSULTANT


Signature
Jeanelle S. Heaston, sole owner
Name and Title

Date: 10/14/15

551-533-015
Social Security or Taxpayer ID Number

ATTEST:


Patrick J. Melia, City Clerk

APPROVED AS TO FORM:


Christian L. Bettenhausen, City Attorney

Date: 10/12/15

APPROVED AS TO INSURANCE:


Eduardo De La Torre, Senior Management Analyst

Date: 10/19/15

APPROVED AS TO CONTENT:


Stephen D. Pischel, Director of Administrative Services

Date: 10/12/15

EXHIBIT A

SCOPE OF SERVICES

The scope of services to be performed pursuant to this Agreement is set forth below.

1. Permit Services

- a. Provide customer service to the public at the Building and Safety Division counter and over the telephone.
- b. Process building permits and applications.
- c. Respond to inquiries and/ or permit discrepancies.
- d. Provide information regarding permit procedures, policies, and functions.
- e. Assist in establishing reliable permit coordination among City departments and the business community.

2. Building Plan Services

- a. Receive, log, and route building plans.
- b. Verify plan check status.
- c. Schedule building inspections in cooperation with building inspection personnel after reviewing service requests.

3. Miscellaneous

- a. Coordinate work flow and collaboration between various divisions/ departments.
- b. Track and report status of construction projects in plan check review.
- c. Assemble files and other related material to facilitate report preparation by supervisory staff.
- d. Maintain building division records, including a variety of forms and logs.
- e. Provide and download information related to the City's website.
- f. Prepare departmental activity records and reports, including the faxing of utility releases.

4. Fee Schedule

Consultant shall be paid for all work performed under this Agreement at the rate of \$55 per hour worked. Work shall be invoiced to City on a periodic basis as provided in the Agreement. Consultant may only invoice a maximum of 28 hours a week without the prior written approval of the City Administrator.

EXHIBIT B
CERTIFICATES OF INSURANCE

POLICY NUMBER: 02 SBM TU9151



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - PERSON-ORGANIZATION

LOCATION 001 BUILDING 001

CITY OF PLACENTIA
401 E CHAPMAN AVE
PLACENTIA CA 92870

**SECOND AMENDMENT
TO PROFESSIONAL SERVICES AGREEMENT
WITH
JEANELLE HEASTON**

This Second amendment ("Second Amendment") is dated effective this 12th day of July, 2016 and is entered into between the City of Placentia, a municipal corporation and charter city ("City") and Jeanelle Heaston dba Permit Management Solutions, ("Consultant").

RECITALS

WHEREAS, on September 21, 2015, the City and Consultant entered into an agreement for professional services (the "Agreement") to perform planning and building services; and

WHEREAS, on April 5, 2016, the City and Consultant entered into Amendment No. 1 for professional services (the "First Amendment") to perform planning and building services; and

WHEREAS, Section 6.22 of the Agreement requires any amendments, modifications, or alterations of the Agreement to be in writing and duly executed by the parties; and

WHEREAS, the City and Consultant mutually desire to amend, modify or alter certain terms and conditions of the Agreement.

TERMS AND CONDITIONS

NOW THEREFORE, in consideration of the mutual covenants and promises contained in this Second Amendment, the City and Consultant do hereby agree as set forth below:

1. The above recitals are true and correct and are incorporated herein.
2. Section 2.1 of the Agreement sets forth that the Consultant's total compensation under this Agreement. The current Agreement shall not exceed a maximum of Five Thousand Dollars (\$ 5,000.00). Section 2.1 is hereby amended to increase the Consultant's total compensation under the Agreement to an amount not to exceed Forty Eight Thousand Dollars (\$48,000.00).
3. Section 4.1 of the Agreement sets forth a term following the Effective Date of the Agreement. The term of the First Amendment expired on June 30, 2016. Section 4.1 is hereby amended to extend the term on a month-to-month basis for up to six months.

4. Except as expressly amended or modified by the terms of this Second Amendment, all terms of the Agreement shall remain in full force and effect. In the event of a conflict between the terms of this Second Amendment and the Agreement, the terms of this Second Amendment shall prevail and control.
5. The provisions of the Agreement, as amended, including the recitals, comprise all of the terms, conditions, agreements, and representations of the parties with respect to the subject matter hereof.
6. This Second Amendment may be executed in one or more counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same instrument.
7. Each party represents and warrants that the representative signing this Second Amendment on its behalf has all right and authority to bind and commit that party to the terms and conditions of this Second Amendment.

IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment.

CITY OF PLACENTIA

CONSULTANT

By: _____
Damien R. Arrula
City Administrator

By: _____
Jeanelle Heaston
Permit Management Solutions

Dated : _____

Dated : _____

ATTEST:

By: _____
Patrick Mejia
City Clerk

APPROVED AS TO FORM

By: _____
Christian Bettenhausen
City Attorney



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: ECONOMIC DEVELOPMENT MANAGER

DATE: JULY 12, 2016

SUBJECT: **COOPERATIVE AGREEMENT FOR METROLINK STATION AND PARKING STRUCTURE CAPITAL IMPROVEMENT PROJECT**

FISCAL

IMPACT: CITY CONTRIBUTION: \$5,405,000 IN MEASURE M, GAS TAX AND GENERAL FUND DOLLARS

OCTA CONTRIBUTION: \$29,420,000 IN VARIOUS OCTA RESTRICTED FUNDS

SUMMARY:

The City of Placentia is partnering with the Orange County Transportation Authority (OCTA) on the design and construction of a Metrolink Station and Parking Structure (the "Project") to serve the City of Placentia and regional transportation commuters. The total cost of the Project is \$34,825,000, of which the City's share is \$5,405,000. As requested by OCTA, the City Council at their April 5, 2016 meeting, approved the adoption of Resolution No. 2016-14 to demonstrate the City's commitment to contribute their share of funds prior to OCTA entering into an agreement to construct the Project. Since that time, the Project has been reviewed and approved by the OCTA Finance and Administration Committee, OCTA Transit Committee, and the OCTA Board of Directors. This action will approve the Cooperative Agreement by and between the City and OCTA for the design and construction of the Placentia Metrolink Commuter Rail Station and Parking Structure.

RECOMMENDATION:

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

1. Approve Cooperative Agreement No. C-6-1117, A Cooperative Agreement between Orange County Transportation Authority and City of Placentia for Design and Construction of a Placentia Metrolink Commuter Rail Station; and
2. Authorize the City Administrator to execute all the necessary documents, in a form approved by the City Attorney.

DISCUSSION:

Background

Since 2005, the City has been working in collaboration with OCTA (collectively the “Parties”) to design and construct a new Metrolink Commuter Rail Station (Station). Around that time the City began exploring parking requirements associated with the Station, including the feasibility of acquiring land and constructing a parking structure. In 2007 the City completed a California Environmental Quality Act (CEQA) analysis which concluded in an environmental impact report (EIR) (SCH NO 2007-11-46) being prepared for the Station and surrounding parking alternatives. In 2010 the Parties entered into a Cooperative Agreement (C-0-1502) to formalize the relationship to construct the Station and any parking alternatives to be considered. In 2011 the Parties entered into Cooperative Agreement C-1-2830 to clarify each Parties’ roles and responsibilities, include the evaluation of a dual-use parking structure, and to secure additional federal funds for the Station. During the period of 2011 through 2014 the Parties examined the use of federal funding for the project and the feasibility of constructing a private residential development in lieu of surface parking on one of the Station lots. Ultimately, the Parties agreed to prepare a term sheet, which effectively replaced federal funding for the Station with local (State & OCTA) transportation funds and memorialized development terms related to the Project.

In early 2015 Staff initiated bi-weekly project meetings with OCTA’s Staff (the “Project Team”). Shortly thereafter, the City issued a request for proposals (RFP) for the design-build cost of a parking structure (Structure). In order to fund the construction of the Structure, the City’s initial plan was to sell the Packing House Property to a developer for \$6M, of which \$4.4M in unrestricted proceeds would be used to pay for the Structure. Unfortunately, due to the high costs associated with constructing a Structure (\$6M-\$9M), the City could not proceed on its own. Staff and Council put together a proposal to seek an additional \$3M from OCTA to build the necessary Structure and the City was successful in obtaining OCTA’s financial commitment for constructing a five-story 253 space Structure.

In 2016 the Project Team finalized the Project schedule and budget. Due to increased construction costs associated with the Project, the City needed to secure an additional \$3M from OCTA to complete the Project budget. The City was successful in securing the additional funds from OCTA to make the Project financially complete. The City Council at their April 5, 2016 meeting approved the adoption of Resolution No. 2016-14 to demonstrate the City’s commitment to contribute its funds prior to OCTA entering into an agreement to construct the Project. Since that time, the Parties have negotiated Cooperative Agreement No. C-6-1117 (Agreement) to memorialize the Project terms. In June 2016 the Project and Agreement was reviewed and approved by the OCTA Finance and Administration Committee, OCTA Transit Committee, and OCTA Board of Directors. During those meetings the Placentia Chamber of Commerce, Old Town Merchants, and Cal State Fullerton all spoke in favor of the proposed development. This action will approve the Agreement between the Parties for the design and construction of the Placentia Metrolink Commuter Rail Station and Parking Structure.

As a part of the Agreement, OCTA will serve as the lead agency for the station design and construction of the Project. The Project is located along the Orangethorpe/Crowther rail corridor in the City of Placentia and will serve the Metrolink 91 Line, with connections to Buena Park, Norwalk/Santa Fe Springs, Fullerton, Los Angeles, and Riverside. The Structure, along with other surface parking in the area, will provide at least 300 spaces for the Metrolink Station. The proposed Station and Structure resides within the Old Town Placentia area and is considered to be a catalyst to spur development and revitalization of the surrounding area.

Economic Benefits

Based on an Economic Benefit Analysis prepared for the future Project and surrounding transit-oriented development (TOD) area (at build out), collectively these public and private investments generate \$244 million in new construction and \$446 million in new economic output. The report also states that upon completion, the surrounding TOD area is estimated to generate approximately \$950,000 in annual General Fund revenue for the City. In addition, several million dollars in new property tax and sales tax revenue is anticipated for Orange County as a result of the Project. Additionally, construction of the Project and entire area is estimated to generate approximately 2,684 construction jobs and 333 permanent jobs, which will continue to aid in improving Placentia's local economy. A copy of the Economic Benefit Analysis can be found attached to this report.

Additional studies suggest that new mass transit stations improve community well-being by creating jobs, boosting economic development and property values, and by reducing pollution and traffic congestion - all while providing drivers with an economical alternative to the automobile. It is also important to note that the proposed Station is much closer to Cal State Fullerton than the Fullerton Station is, which leads to the probability that many Cal State Fullerton students, faculty and other stakeholders will use the proposed Station, thereby improving traffic flow along the 91 freeway.

Lastly, the construction of the Project will serve as a key component of making the TOD Packing House District and Old Town Placentia areas a regional destination while also serving regional transportation needs in the Orange County area. With the City's current advanced planning efforts, construction of Project stands to grow our City and region economically, which will assist the City in obtaining additional revenue for the foreseeable future.

CEQA

The California Environmental Quality Act (CEQA) requires review and environmental clearance on projects which meet certain criteria. As noted above, in 2007 the City completed its initial CEQA analysis which concluded in a certified environmental impact report (SCH NO 2007-11-46) being prepared for the Station and surrounding parking alternatives as well as a Statement of Overriding Considerations (SOC) and a Mitigation Monitoring and Reporting Program (collectively the "EIR") being adopted by the City Council. In 2014 the City Council approved Addendum No. 1 to the EIR for the demolition of the Packing House Property. Finally, to complete the CEQA review associated with the Project, the City filed a Statutory Exemption under Paragraph 21080(b)(11)(12) CEQA, the statute and the State CEQA Guidelines, Section 15275(a)(b) for the lead track associated with the Project. On April 25, 2016, a Notice of

Exemption was posted at the Orange County Clerk-Recorder (#201685000410) and on May 13, 2016 a Notice of Exemption was posted at the State Clearinghouse (State Clearinghouse #2016058161) for the lead track portion of the Project. Collectively, these documents complete the City's CEQA analysis on the proposed Project and no further environmental review is necessary.

FISCAL IMPACT:

The total cost for the Project is \$34,825,000. The City's contribution is \$5,405,000, of which \$4,400,000 will be used as the City's contribution to the Structure. As noted above, the \$4,400,000 amount will be paid back to the General Fund upon sale of the Packing House Property. Should the sale of the property result in a value of more than \$6M, the General Fund would receive additional revenue. While the City's contribution is significant, its portion only represents 16% of the total Project cost. OCTA's \$29,420,000 contribution represents 84% of the total Project cost.

Prepared by:

Reviewed by:

Jeannette Ortega
Economic Development Manager

Lawrence P. Schroeder
Interim Chief Financial Officer

Reviewed and approved:

Damien R. Arrula
City Administrator

Attachments:

1. Cooperative Agreement No. C-6-1117
2. Resolution No. 2016-14
3. OCTA Reports: Board's Transmittal Report, Finance and Administration Committee, and Transit Committee
4. Gross Fiscal Impact and Economic Benefit Analysis

1 Lanes excess toll revenues and Seven Million Nine Hundred Thousand Dollars (\$7,900,000) in
2 Measure M2 funds for a total maximum obligation of Sixteen Million Two Hundred Thousand Dollars
3 (\$16,200,000); and

4 **WHEREAS**, AUTHORITY's Board of Directors amended the project scope, funding plan and
5 project budget on June 27, 2016 to add an additional Six Million Dollars (\$6,000,000) in 91 Express
6 Lanes excess toll revenues; and

7 **WHEREAS**, AUTHORITY has determined with the modified scope, the total estimated cost of
8 the PROJECT is Thirty Four Million Eight Hundred Twenty Five Thousand Dollars (\$34,825,000) as
9 depicted on **EXHIBIT 1- "Funding Plan"**. The total estimated cost as depicted on **EXHIBIT 1-**
10 **"Funding Plan"** is comprised of both prior expenditures by both AUTHORITY and CITY, for the
11 PROJECT, as well as estimated expenditures to be paid by both AUTHORITY and CITY on the
12 PROJECT; and

13 **WHEREAS**, prior to the award of construction contract, CITY will deposit Four Million Four
14 Hundred Dollars (\$4,400,000) into a reserve account as contribution towards the construction costs of
15 the PROJECT; and

16 **WHEREAS**, AUTHORITY, through a consultant contract with Willdan Engineering Corporation,
17 completed plans specifications and estimates for the PROJECT on May 30, 2013, as depicted on
18 Exhibit 2; and

19 **WHEREAS**, parcel "A" shown on **EXHIBIT 2 – "Parking Plan"** attached hereon is owned by
20 the CITY and was formerly designed as a surface parking lot for the STATION. The CITY has
21 requested the PROJECT be redesigned to accommodate the future sale of this parcel for private
22 development, after the PROJECT is completed, and;

23 **WHEREAS**, based on the CITY's request to redesign the STATION to accommodate future
24 private development, CITY agrees to reimburse AUTHORITY an estimated amount of Six Hundred
25 Thousand Dollars (\$600,000) without interest for actual expenditures for said redesign; and
26

1 **WHEREAS**, CITY wishes to remove parcel C from the project, formerly used as a Boy's and
2 Girl's Club as shown on **EXHIBIT 2 – "Parking Plan"**, which was previously designed as a parking lot;
3 and

4
5 **WHEREAS**, on May 8, 2007, the CITY adopted Resolution No. R-2007-20, approving
6 environmental impact report- *Westgate Metrolink Station Environmental Impact Report* (SCH NO 2007-
7 11-46) dated March 7, 2007, and adopted findings, Statement of Overriding Considerations and
8 Mitigation Monitoring and Reporting Program; and

9 **WHEREAS**, AUTHORITY agrees to act as the lead agency for design of the station portion of
10 the PROJECT and construction of the entire PROJECT; and

11 **WHEREAS**, AUTHORITY shall cause to be completed, the construction of a parking structure
12 on parcel B as shown on **EXHIBIT 2 – "Parking Plan"** attached hereon and previously designed by
13 the CITY, on or before such date as the STATION is operational and available for public use; and

14 **WHEREAS**, CITY agrees to provide all right of way, utility easements on private property,
15 including right of way needed from BNSF Railway and Golden State Water Company, at the sole cost
16 to the CITY which is estimated to be Two Hundred Thousand Dollars (\$200,000) as indicated on
17 **EXHIBIT 1- "Funding Plan"** ; and

18 **NOW, THEREFORE**, it is mutually understood and agreed by AUTHORITY and CITY as follows:

19 **ARTICLE 1. COMPLETE AGREEMENT**

20 A. This Agreement, including any attachments incorporated herein and made applicable by
21 reference, constitute the complete and exclusive statement of the term(s) and conditions(s) of this
22 Agreement between AUTHORITY and CITY and it supersedes all prior representations,
23 understandings, and communications. The invalidity in whole or in part of any term or condition of this
24 Agreement shall not affect the validity of other term(s) or conditions(s) of this Agreement. The above
25 referenced Recitals are true and correct and are incorporated by reference herein.

26 B. AUTHORITYS' failure to insist on any instance(s) of CITY's performance of any term(s)
or condition(s) of this Agreement shall not be construed as a waiver or relinquishment of AUTHORITY's

1 right to such performance or to future performance of such term(s) or condition(s), and CITY's obligation
2 in respect thereto shall continue in full force and effect. Changes to any portion of this Agreement shall
3 not be binding upon AUTHORITY except when specifically confirmed in writing by an authorized
4
5 representative of AUTHORITY by way of a written amendment to this Agreement and issued in
6 accordance with the provisions of this Agreement.

7 C. CITY's failure to insist on any instance(s) of AUTHORITY's performance of any term(s)
8 or condition(s) of this Agreement shall not be construed as a waiver or relinquishment of CITY's right to
9 such performance or to future performance of such term(s) or condition(s), and AUTHORITY's
10 obligation in
11 respect thereto shall continue in full force and effect. Changes to any portion of this Agreement shall
12 not be binding upon CITY except when specifically confirmed in writing by an authorized representative
13 of CITY by way of a written amendment to this Agreement and issued in accordance with the provisions
14 of this Agreement.

15 **ARTICLE 2. SCOPE OF AGREEMENT**

16 This Agreement specifies the roles and responsibilities of the Parties as they pertain to the
17 subjects and projects addressed herein. Both AUTHORITY and CITY agree that each will cooperate
18 and coordinate with the other in all activities covered by this Agreement and any other supplemental
19 agreements that may be required to facilitate purposes thereof.

20 **ARTICLE 3. RESPONSIBILITIES OF AUTHORITY**

21 AUTHORITY agrees to the following responsibilities for PROJECT:

22 A. Assume the lead agency role for the design of the station portion of the PROJECT and
23 construction phase of the complete PROJECT and coordinate with the CITY, and all stakeholders on all
24 phases of the PROJECT.

25 B. Provide funding for the construction phase of the PROJECT up to a maximum amount
26 of Twenty Two Million Two Hundred Thousand Dollars (\$22,200,000) comprised of Fourteen Million

1 Three Hundred Thousand Dollars (\$14,300,000) of 91 Express Lanes excess toll revenues and Seven
2 Million Nine Hundred Thousand Dollars (\$7,900,000) of Measure M2 funds.

3 C. Provide design of the station portion of the PROJECT, as well as; project management,
4 administration, construction management, material testing and inspection services for the PROJECT.

5 D. Identify approvals and permits required by CITY, third party public agencies or private
6
7 sector entities, including utilities and coordinated activities so that the CITY can secure required
8 approvals
9 and permits for construction of PROJECT.

10 E. Develop a strategic approach to, and perform lead role in, local community involvement
11 and public outreach activities during implementation of PROJECT through completion of construction
12 and commencement of commuter rail service.

13 F. Coordinate PROJECT with transit operators and other stakeholders.

14 G. Coordinate with BNSF and Metrolink for all work to be done in the railroad right of way.
15 This work will include the addition of a station track, signal improvements and all appurtenant fixtures for
16 the operation of the STATION.

17 H. Manage and/or coordinate construction interfaces with adjoining properties and other
18 concurrent construction projects affecting the PROJECT.

19 I. Manage PROJECT closeout activities including without limitation, walk-through punch
20 lists, as-built records, and final payment accounting.

21 J. Coordinate the preparation of a three party Operations and Maintenance Agreement
22 between the CITY, Metrolink and BNSF for the maintenance of the STATION once construction of the
23 PROJECT is completed.

24 K. Send CITY electronic copies of invoices and proof of payment related to AUTHORITY's
25 expenditures through an existing design contract with Willdan Engineering, for revising the design plans
26 to accommodate a future CITY planned private development project and a parking structure.

1 Reimbursement will be made on actual cost, and is estimated to be approximately Six Hundred
2 Thousand Dollars (\$600,000) but will be based on actual costs.

3 L. Cause all contractors and vendors on the Project to name the CITY as an additional
4 insured on all policies of insurance required by AUTHORITY; and prior to the commencement of work,
5 provide certificates of insurance to the CITY showing the CITY as an additional insured.

6 M. Include City in PROJECT planning and regularly update CITY on a monthly basis of the
7 progress of construction. Invite CITY to construction meetings and respond cooperatively and within a 5
8
9 working days to requests for information by the City.

10 N. Assume all responsibility for real property that is included and necessary for the
11 PROJECT during the construction of the PROJECT until such time as the work is completed and an
12 occupancy permit is issued; and indemnify, defend, and hold harmless the CITY from any all claims
13 arising out of the work being done related to the PROJECT.

14 O. Review and provide concurrence in a timely manner, a Right-of Way Certification
15 provided by CITY prior to advertisement of the PROJECT for construction, consistent with the terms of
16 the Caltrans Right of Way Manual, Caltrans Local Assistance Manual and all applicable state and
17 federal requirements associated with the PROJECT for the purpose of advancing the PROJECT to
18 construction.

19 P. Send CITY electronic copies of invoices and proof of payment related to AUTHORITY's
20 expenditures towards construction progress payments up to Four Million Four Hundred Thousand
21 Dollars (\$4,400,000).

22 Q. Review and approve the Parking Management Plan the CITY will prepare.

23 **ARTICLE 4. RESPONSIBILITIES OF CITY**

24 CITY agrees to the following responsibilities for PROJECT:

25 A. Perform and complete design review of AUTHORITY'S submissions within thirty (30)
26 calendar days from receipt of plans; and secure all necessary approvals and permits required by CITY
at no cost to the AUTHORITY; and secure all approvals and permits required by third party public

1 agencies or private sector entities, including utilities and coordinated activities as identified by
2 AUTHORITY.

3 B. Make available to AUTHORITY, and agents designated by AUTHORITY, all necessary
4 CITY regulations, policies, procedures, manual, standard plans, specifications, and other standards
5 required for the administration of the PROJECT.

6 C. Participate in the review and commentary on design documents for conformance to
7 applicable planning codes and ordinances, building design codes and standards, health and safety
8 codes and ordinances, public safety and facility security requirements, and transit industry best
9 practices.

10 D. Where applicable, CITY shall act as lead agency in the right-of-way acquisition of all
11
12 property needed including but not limited to temporary parking and temporary construction easements,
13 and acquire all property rights for the PROJECT at the CITY's own costs. City shall be responsible to
14 acquire all property rights, provide relocation assistance and coordinate utility relocations per the
15 Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) as
16 amended, and in compliance with California Government Code Section 7267.2.

17 E. Provide all required right of way plans, appraisal maps, legal descriptions and plat maps
18 requested by AUTHORITY in connection with the PROJECT.

19 F. Cooperate with AUTHORITY for relocation, protection, and construction of utilities
20 within
21 CITY, including any CITY-owned utilities and any utilities that are subject of franchise agreements
22 approved by CITY; and CITY shall facilitate the preparation of utility agreements, notices, reports of
23 investigation, specific authorizations, utility certifications and any other tasks associated or related to the
24 relocation of utilities.

25 G. CITY shall cause each public utility to rearrange or relocate its public utility facilities
26 that may be determined by AUTHORITY and CITY to conflict with the PROJECT. CITY hereby
agrees to exercise and invoke its rights under any applicable state franchise laws or under any

1 applicable franchise agreements that it has with utilities, to effectuate such rearrangement or
2 relocation at the expense of the affected utility, as necessary to allow completion of the PROJECT.
3 CITY shall cooperate with AUTHORITY and provide all appropriate and necessary support to
4 achieve this result. In the event the public utility fails to make the rearrangement or relocation or fails
5 to agree to make
6 the rearrangement or relocation in a timely manner, CITY shall, to the full extent allowed by law,
7 assign to AUTHORITY its rights to rearrange or relocate said public utility under the pertinent
8 agreement or recorded instrument that the CITY has with the public utility entity, CITY shall
9 cooperate with AUTHORITY, shall provide assistance to AUTHORITY as needed, and shall join with
10 AUTHORITY as a party in the prosecution or defense of CITY'S and AUTHORITY'S rights under the
11 laws of the State of California to cause such rearrangements or relocations. Wherever reasonably
12 feasible, any relocation of a public utility shall be made to an area covered by a state franchise or
13 local franchise or
14
15 license agreement.

16 H. Prior to commencement of construction of the PROJECT, and in accordance with all
17 applicable Federal and State laws, identify and acquire fee simple interest and any easements
18 necessary for the PROJECT, including properties and easements required for temporary or staged
19 construction of PROJECT, utility easements and right of way for approximately 300 parking spaces as
20 specified in the final plans for the PROJECT.

21 I. CITY shall be responsible for removal of all hazardous material for the purpose of
22 construction of the PROEJECT, prior to delivery of the site to AUTHORITY's contractor for construction.

23 J. Participate in the development of a strategic approach for local community involvement
24 and public outreach activities during implementation of PROJECT, until completion of construction.

25 K. Reimburse AUTHORITY for all costs related to design plan changes due to CITY
26

1 requested changes within thirty (30) days of receipt of an acceptable invoice for reimbursement for
2 eligible actual costs of the redesign, in an amount estimated to be Six Hundred Thousand Dollars
3 (\$600,000) in accordance with **EXHIBIT 1- "Funding Plan"**.

4 L. Prior to AUTHORITY awarding a construction contract for the PROJECT, CITY will
5 deposit into a separate account designated by the AUTHORITY, the amount of Four Million Four
6 Hundred Thousand Dollars (\$4,400,000) for construction related expenditures.

7 M. Provide completed, plans, specifications and estimates for the parking structure and
8 provide bid / design support during construction from the CITY's design consultant. Such effort is
9 estimated to cost Two Hundred and Five Thousand Dollars (\$205,000) and will be paid for by the CITY
10 in accordance with **EXHIBIT 1 – "Funding Plan"**.

11 N. Own and maintain all station facilities included in the PROJECT, except the real property
12 owned by BNSF that is used for railroad operations, including but not limited to rails, ties and ballast.
13 Also except the property Metrolink will maintain and operate including facilities related to
14 communications and positive train control, ticket vending machines, customer information signs and
15 any other railroad equipment related to the operation of Metrolink commuter rail service.

16
17 O. Prepare and execute a three party Operations and Maintenance Agreement with BNSF
18 and Metrolink for the above mentioned maintenance responsibilities. Said agreement must be in place
19 prior to the initial operation of the STATION.

20 P. Prepare a Parking Management Plan (PMP) for managing the use of the parking
21 structure and surface lots to allow for approximately 300 spaces to be available for transit parking use.
22 This PMP must be approved by AUTHORITY and monitored/updated every year, which may be
23 reduced to every
24 two years if the AUTHORITY and CITY agree in writing. If parking is impacted, CITY agrees to identify
25 and implement appropriate measures to mitigate the impact.

26 Q. Pay for any betterments to the final approved design requested by the CITY. Such
betterments must be put in writing and approved by both AUTHORITY and CITY.

1 R. Prior to advertising for construction, CITY shall provide AUTHORITY a Right-of-Way
2 Certification, consistent with the terms of the Caltrans Right of Way Manual and the Caltrans Local
3 Assistance Manual, for review and concurrence by AUTHORITY to identify the acquisition status of
4 necessary right-of-way for the purpose of advancing PROJECT to construction

5 **ARTICLE 5. DELEGATED AUTHORITY**

6 The actions required to be taken by CITY in the implementation of this Agreement are
7 delegated to its City Administrator, or designee, and the actions required to be taken by AUTHORITY in
8 the implementation of this Agreement are delegated to AUTHORITY's Chief Executive Officer or
9 designee.

10 **ARTICLE 6. MAXIMUM OBLIGATION**

11 Notwithstanding any provisions of this Agreement to the contrary, AUTHORITY and CITY
12 mutually agree that AUTHORITY's maximum cumulative funding obligation hereunder shall be Twenty
13 Five Million Two Hundred Fifty Thousand Dollars (\$25,250,000), unless agreed to and amended by
14 both Parties. CITY's maximum cumulative funding obligation hereunder is based on an estimate of Nine
15 Million Five Hundred Thousand Dollars (\$9,575,000) including a net obligation per this agreement of
16 Five Million Four Hundred Thousand Dollars (\$5,400,000), but will be based on actual costs of City's
17 obligations.

18 /

19
20 **ARTICLE 7. AUDIT AND INSPECTION**

21 AUTHORITY and CITY shall maintain a complete set of records in accordance with generally
22 accepted accounting principles. Upon reasonable notice to the other, each Party shall permit the
23 authorized representatives of the other Party to inspect and audit all work, materials, payroll, books,
24 accounts, and other data and records of CITY for a period of four (4) years after final payment, or until
25 any on-going audit is completed. For purposes of audit, the date of completion of this Agreement shall
26 be the date of CITY's payment of AUTHORITY's final billing (so noted on the invoice) under this
Agreement. Each Party shall have the right to reproduce any such books, records, and accounts. The

1 above provision with respect to audits shall extend to and/or be included in contracts with CITY's and
2 AUTHORITY's contractor; excluding contracts with legal counsel.

3 **ARTICLE 8. INDEMNIFICATION**

4 A. To the fullest extent permitted by law, CITY shall defend (at CITY's sole cost and
5 expense with legal counsel reasonably acceptable to AUTHORITY), indemnify, protect, and hold
6 harmless

7 AUTHORITY, its officers, directors, employees, and agents (collectively the "Indemnified Parties"), from
8 and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments, arbitration
9 awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and
10 attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death
11 of persons (CITY's employees included), for damage to property, including property owned by
12 AUTHORITY, or from any violation of any federal, state, or local law or ordinance, alleged to be caused
13 by the negligent acts, omissions or willful misconduct of CITY, its officers, directors, employees or
14 agents in connection with or arising out of the performance of this Agreement and any environmental
15 approvals of the Project under the California Environmental Quality Act.

16 B. To the fullest extent permitted by law, AUTHORITY shall defend (at AUTHORITY's sole
17 cost and expense with legal counsel reasonably acceptable to CITY), indemnify, protect, and hold
18 harmless CITY, its officers, directors, employees, and agents (collectively the "Indemnified Parties"),
19 from and against any and all liabilities, actions, suits, claims, demands, losses, costs, judgments,
20 arbitration

21
22 awards, settlements, damages, demands, orders, penalties, and expenses including legal costs and
23 Attorney fees (collectively "Claims"), including but not limited to Claims arising from injuries to or death
24 of persons (AUTHORITY's employees included), for damage to property, including property owned by
25 CITY, or from any violation of any federal, state, or local law or ordinance, alleged to be caused by the
26 negligent acts, omissions or willful misconduct of AUTHORITY, its officers, directors, employees or
agents in connection with or arising out of the performance of this Agreement and any environmental

1 approvals of the Project under the California Environmental Quality Act.

2 C. The indemnification and defense obligations of this Agreement shall survive its
3 expiration
4 or termination.

5 **ARTICLE 9. ADDITIONAL PROVISIONS**

6 A. Term of Agreement: This Agreement shall be effective on _____2016, and shall be
7 in full force and effect for __ months through May 2020.

8 B. Termination: In the event either Party defaults in the performance of their obligations
9 under this Agreement or breaches any of the provisions of this Agreement, the non-defaulting Party
10 shall have
11 the option to terminate this Agreement upon thirty (30) days' prior written notice to the other Party.

12 C. Termination for Convenience: Either Party may terminate this Agreement for its
13 convenience by providing thirty (30) days' prior written notice of its intent to terminate for convenience to
14 the other Party.

15 D. AUTHORITY and CITY shall comply with all applicable federal, state, and local laws,
16 statues, ordinances and regulations of any governmental authority having jurisdiction over the
17 PROJECT.

18 E. Legal Authority: AUTHORITY and CITY hereto consent that they are authorized to
19 execute this Agreement on behalf of said Parties and that, by so executing this Agreement, the Parties
20 hereto are formally bound to the provisions of this Agreement.

21 F. Severability: If any term, provision, covenant or condition of this Agreement is held to be
22 invalid, void or otherwise unenforceable, to any extent, by any court of competent jurisdiction, the
23 remainder of this Agreement shall not be affected thereby, and each term, provision, covenant or

24 G. condition of this Agreement shall be valid and enforceable to the fullest extent permitted
25 by law.

26 H. Counterparts of Agreement: This Agreement may be executed and delivered in any
number of counterparts, each of which, when executed and delivered shall be deemed an original and

1 all of which together shall constitute the same agreement. Facsimile signatures will be permitted.

2 I. Force Majeure: Either Party shall be excused from performing its obligations under this
3 Agreement during the time and to the extent that it is prevented from performing by an unforeseeable
4 cause beyond its control, including but not limited to; any incidence of fire, flood; acts of God;
5 Commandeering of material, products, plants or facilities by the federal, state or local government;
6 National fuel shortage; or a material act or omission by the other Party; when satisfactory evidence of
7 such cause is presented to the other Party, and provided further that such nonperformance is
8 unforeseeable, beyond the control and is not due to the fault or negligence of the Party not performing;
9 except to the extent such incidents occur on the PROJECT site during the construction of the
10 PROJECT
11 until such time as the work and certificate of occupancy has been issued or final sign off by the CITY,
12 the CITY shall not be liable for damage to any person or property caused by such incidents.

13 J. Assignment: Neither this Agreement, nor any of the Parties' rights, obligations, duties,
14 or authority hereunder may be assigned in whole or in part by either Party without the prior written
15 consent of the other Party in its sole and absolute discretion. Any such attempt of assignment shall be
16 deemed void and of no force and effect. Consent to one assignment shall not be deemed consent to
17 any subsequent assignment, nor the waiver of any right to consent to such subsequent assignment.

18 K. Governing Law: The laws of the State of California and applicable local and federal
19 laws, regulations and guidelines shall govern this Agreement.

20 L. Litigation fees: Should litigation arise out of this Agreement for the performance thereof,
21 each Party shall bear its own attorney fees and costs of the suit..

22 M. Notices: Any notices, requests, or demands made between the Parties pursuant to this
23 Agreement are to be directed as follows:

24 25 To CITY :	To AUTHORITY:
26 City of Placentia	Orange County Transportation Authority

1 401 East Chapman Avenue 2 Placentia, Ca. 92870 3	550 South Main Street P. O. Box 14184 Orange, CA 92863-1584
4 Attention: Damien Arrula 5 City Administrator 6 Tel: (714) 993-8236 darrula@placentia.org	Attention: Lydia Bilynsky Section Manager, Capital Projects Tel: (714) 560-5568 E-mail: LBilynsky@octa.net

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25 This Agreement shall be made effective upon execution by both Parties.
26

1 **IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement No. C-6-1117 to be executed
2 on the date first written above.

3 **CITY OF PLACENTIA**

ORANGE COUNTY TRANSPORTATION AUTHORITY

4
5 By: _____
6 Damien R. Arrula
7 City Administrator

By: _____
Darrell Johnson
Chief Executive Officer

8 **ATTEST:**

APPROVED AS TO FORM:

9
10 By: _____
11 Patrick Mejia
12 City Clerk

By: _____
James M. Donich
General Counsel

13 **APPROVED AS TO FORM**

APPROVAL RECOMMENDED:

14
15 By: _____
16 Christian Bettenhausen
17 City Attorney

By: _____
Jim Beil
Executive Director, Capital Projects

18 Dated : _____

Dated : _____

RESOLUTION NO. 2016-14

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PLACENTIA, CALIFORNIA, COMMITTING \$5,405,000 FOR THE
METROLINK STATION AND PARKING STRUCTURE CAPITAL
IMPROVEMENT PROJECT**

A. Recitals.

(i) The City of Placentia has long considered the need for a Metrolink Station to provide transportation and economic benefits to the City.

(ii) The Orange County Transportation Authority (OCTA) has identified the need for a Metrolink Station in the City of Placentia.

(iii) To build the Metrolink Station, OCTA requires certain guarantees from the City including the building of a parking structure.

(iv) OCTA requires assurance of the City's ability to contribute \$5,405,000 prior to entering into the agreement to build the Project.

(v) All legal prerequisites to the adoption of this Resolution have occurred.

B. Resolution.

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

1. The City Council hereby specifically finds that all of the facts set forth in the Recitals, Part A, of this Resolution are true and correct.

2. The City Council hereby authorizes and approves the commitment of funds as follows:

Item	Amount	Funding Source
Station Redesign	\$600,000	Measure M
BNSF Easement	200,000	Measure M
Parking Structure - City Designer	205,000	Measure M
Parking Structure - Construction	1,800,000	Unassigned Fund Balance
Parking Structure - Construction	1,300,000	UUT Fund Balance
Parking Structure - Construction	500,000	CNG Fund Balance
Parking Structure - Construction	800,000	Sewer Fund - Loan
	<u>\$5,405,000</u>	

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

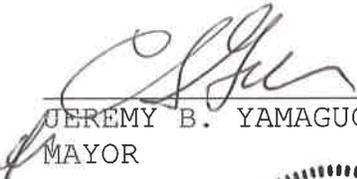
Fund	Description	Department	GL Account #	Amount	Type
Gen Fund	Transfer in - UUT Fund	Transfers	109999-7016	1,300,000.00	Revenue
Gen Fund	Transfer in - CNG Fund	Transfers	109999-7038	500,000.00	Revenue
UUT Fund	Transfer out - Gen Fund	Transfers	169999-8010	1,300,000.00	Expense
CNG Fund	Transfer out - Gen Fund	Transfers	389999-8010	500,000.00	Expense
Gen Fund	Transfer out - CIP Fund	Transfers	109999-8010	4,400,000.00	Expense
Meas M Fd	Transfer out - CIP Fund	Transfers	109999-8033	878,000.00	Expense
Gas Tx Fd	Transfer out - CIP Fund	Transfers	179999-8033	127,000.00	Expense
CIP Fund	Transfer in - Gen Fund	Transfers	339999-7010	4,400,000.00	Revenue
CIP Fund	Transfer in - Measure M	Transfers	339999-7018	878,000.00	Revenue
CIP Fund	Transfer in - Gas Tax	Transfers	339999-7017	127,000.00	Revenue
CIP Fund	Station Redesign	PWks-Engr	333550-6015	600,000.00	Expense
CIP Fund	BNSF Easement	PWks-Engr	333550-6015	200,000.00	Expense
CIP Fund	Parking Structure - Design	PWks-Engr	333550-6015	205,000.00	Expense
CIP Fund	Metrolink/Prkg - Construction	PWks	333550-6185	4,400,000.00	Expense

4. The City Council authorizes an inter-fund loan between the Sewer Enterprise Fund and the General Fund in the amount of \$800,000 at the current rate of Local Agency Investment Fund (LAIF).

5. Proceeds from the sale of the property at 207-209 West Crowther Avenue, Placentia, shall be used to:

- a. Repay the \$800,000 loan from the sewer fund.
- b. Repay funds owed to the Low and Moderate Income Housing Fund.
- c. Thereafter, any remaining proceeds shall be deposited into the General Fund.

APPROVED and ADOPTED this 5th day of April, 2016.



JEREMY B. YAMAGUCHI
MAYOR

ATTEST:



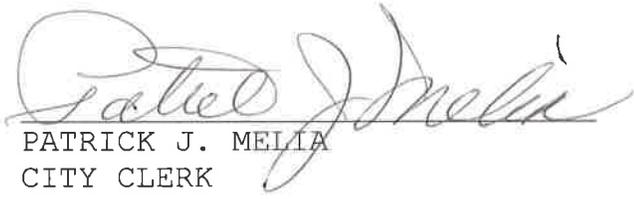
PATRICK J. MELIA
CITY CLERK



STATE OF CALIFORNIA
COUNTY OF ORANGE

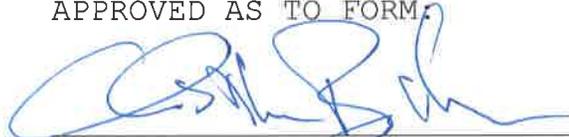
I, PATRICK J. MELIA, City Clerk of the City of Placentia, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Placentia, held on the 5th day of April, 2016, by the following vote:

- AYES: COUNCILMEMBERS NELSON, WANKE, GREEN, UNDERHILL
YAMAGUCHI
- NOES: NONE
- ABSENT: NONE
- ABSTAIN: NONE



PATRICK J. MELIA
CITY CLERK

APPROVED AS TO FORM:



CHRISTIAN L. BETTENHAUSEN
CITY ATTORNEY



COMMITTEE TRANSMITTAL

June 27, 2016

To: Members of the Board of Directors
From: Laurena Weinert, ^{MT} Clerk of the Board
Subject: Cooperative Agreement with the City of Placentia for the Placentia Metrolink Commuter Rail Station Project

Transit Committee Meeting of June 9, 2016

Present: Directors Do, Jones, Murray, Pulido, Steel, Tait, and Winterbottom
Absent: Director Shaw

Committee Vote

This item was passed by the Members present.

Committee Recommendations

- A. Adopt Findings of Fact and Statement of Overriding Considerations and the Mitigation Monitoring and Reporting Program for Environmental Impact Report SCH NO. 2007011046, as identified and approved by the City of Placentia's City Council as the lead agency on the project in Resolution No. R-2007-20.
- B. Authorize the Chief Executive Officer to negotiate and execute Cooperative Agreement No. C-6-1117 between the Orange County Transportation Authority and the City of Placentia, to define roles, responsibilities, and funding for the Placentia Metrolink Commuter Rail Station project.



June 8, 2016

To: Finance and Administration Committee
From: Darrell Johnson, Chief Executive Officer
Subject: Placentia Metrolink Commuter Rail Station Project Funding

Overview

The Orange County Transportation Authority has been working in collaboration with the City of Placentia to design and construct a new Metrolink commuter rail station. The Orange County Transportation Authority will serve as the lead agency for the station design and construction of the project. The project cost has increased due to changes in scope and escalation since the original estimate was developed. A revised funding plan, which includes the use of additional excess 91 Express Lanes toll revenues, is presented for Board of Directors' consideration.

Recommendations

- A. Approve the use of up to \$6,000,000 in additional excess 91 Express Lanes toll revenues for the construction of the Placentia Metrolink Commuter Rail Station project, combined with the City of Placentia's additional contribution of \$5,405,000 to increase the overall budget from \$23,420,000 to \$34,825,000.
- B. Authorize staff to make all necessary amendments to the Federal Transportation Improvement Program, as well as execute any necessary agreements to facilitate the recommendations above.

Background

The proposed Placentia Metrolink Commuter Rail Station project (Project) is located along the Orangethorpe rail corridor in the City of Placentia (City) and will serve the Metrolink 91 Line, with connections to Buena Park, Norwalk/Santa Fe Springs, Fullerton, Los Angeles, and Riverside. The City received California Environmental Quality Act clearance for the new station in June 2007.

The Orange County Transportation Authority (OCTA) completed draft plans, specifications, and estimates (PS&E) on May 30, 2013. The final plans included two station platforms, passenger waiting canopies and benches, a kiss-and-ride drop off facility, ticket vending machines, two bus stops, and 433 spaces of surface parking on four separate parking lots. The new station will make use of the existing Bradford Road pedestrian bridge for passenger movement between platforms. The engineer’s estimate for construction was \$16,200,000. The Project was put on hold to allow the City to negotiate with a private developer to construct a transit-oriented development on one of the parcels planned to be used for a portion of the surface parking, and to include a proposed parking structure on an adjacent planned surface parking property owned by the City. In addition, the City can no longer acquire property to accommodate 93 surface parking spaces. The total parking count with the proposed structure will be 304. OCTA has informed the City that the station must open with approximately 300 spaces for transit use. The City has requested OCTA to re-design portions of the station to include the parking structure and to accommodate future transit-oriented development.

The City, through City Council action, has identified funding in the amount of \$4,400,000 as the City’s contribution for a parking structure (Attachment A). Building a parking structure in lieu of multiple surface parking lots will increase the convenience of locating a parking space for transit users arriving at the station and enhance the overall passenger experience of using the commuter rail system.

The Project cost has increased due to changes in scope and cost escalation to the current year of construction since the original estimate was developed. The following table summarizes the increase in construction costs and the funding shortfall:

	2012 (millions)	2018* (millions)	Programmed Amount (millions)	City Funds (millions)	Shortfall (millions)
Original Design	\$16.2	\$19.6	\$16.2	N/A	\$3.4
Current Design With Parking Structure	N/A	\$26.6	\$16.2	\$4.4	\$6.0

**Anticipated date of construction is January 2018.*

Discussion

Staff is proposing the use of an additional \$6,000,000 in excess 91 Express Lane toll revenue (toll revenues) to fully fund construction of the Project, which would include the parking structure. The Project is identified as an eligible project for use of toll revenues in the State Route 91 Implementation Plan. It is also

consistent with the January 27, 2014 OCTA Board adopted Policy for the Use of Excess 91 Express Lanes Toll Revenue, which states that 20 percent of the toll revenue is to be allocated to transit projects or services within the 91 corridor. This increase in toll revenue funding, combined with the existing \$8,300,000 in toll revenues already committed (now totaling \$14,300,000), must be reconciled to maintain the 20 percent proportional share for transit by 2030. There is sufficient funding from 91 Express Lanes Toll Revenues today to cover the funding need for the Placentia Station Project.

The City will reimburse OCTA for the costs expended to revise the PS&E to eliminate the surface parking lot and add the parking structure. This effort is estimated to be \$600,000, and will require an amendment to OCTA's design consultant contract, which will be brought to the OCTA Board of Directors (Board) for consideration. The City will be responsible for updating the parking structure plans to bring the design into compliance with the current building code and to provide design support during construction. This effort is estimated to be \$205,000. The City is also required to acquire right-of-way from BNSF Railway in order to build the parking structure, which is estimated to cost \$200,000. The above mentioned city contributions, including the \$4,400,000 towards the parking structure, bring the City's total contribution to the project to \$5,405,000.

A cooperative agreement between OCTA and the City is planned to be presented to the Board for consideration and approval on June 13, 2016, which will define the roles and responsibilities outlined above.

The overall funding for the Project is proposed to increase by \$11,405,000, from \$23,420,000 to \$34,825,000. The existing and proposed funding plan for the Project is provided in Attachment B.

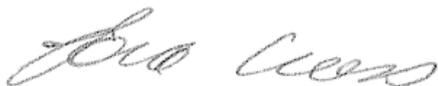
Summary

Board approval is necessary to use an additional \$6,000,000 in excess 91 Express Lanes toll revenues to fully fund the construction of the Placentia Metrolink Commuter Rail Station project.

Attachments

- A. Resolution No. 2016-14, A Resolution of the City Council of the City of Placentia, California, Committing \$5,405,000 for the Metrolink Station and Parking Structure Capital Improvement Project
- B. Existing and Proposed Funding Plans for the Placentia Metrolink Commuter Rail Station (Sources and Uses)
- C. Capital Funding Program Report

Prepared by:



Lora Cross, P.M.P.
Project Manager
(714) 560-5788

Approved by:



Jim Beil, P.E.
Executive Director, Capital Programs
(714) 560-5646



ORANGE COUNTY TRANSPORTATION AUTHORITY

Placentia Metrolink Commuter Rail Station Project Funding

Attachment A

RESOLUTION NO. 2016-14

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PLACENTIA, CALIFORNIA, COMMITTING \$5,405,000 FOR THE
METROLINK STATION AND PARKING STRUCTURE CAPITAL
IMPROVEMENT PROJECT**

A. Recitals.

(i) The City of Placentia has long considered the need for a Metrolink Station to provide transportation and economic benefits to the City.

(ii) The Orange County Transportation Authority (OCTA) has identified the need for a Metrolink Station in the City of Placentia.

(iii) To build the Metrolink Station, OCTA requires certain guarantees from the City including the building of a parking structure.

(iv) OCTA requires assurance of the City's ability to contribute \$5,405,000 prior to entering into the agreement to build the Project.

(v) All legal prerequisites to the adoption of this Resolution have occurred.

B. Resolution.

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

1. The City Council hereby specifically finds that all of the facts set forth in the Recitals, Part A, of this Resolution are true and correct.

2. The City Council hereby authorizes and approves the commitment of funds as follows:

Item	Amount	Funding Source
Station Redesign	\$600,000	Measure M
BNSF Easement	200,000	Measure M
Parking Structure - City Designer	205,000	Measure M
Parking Structure - Construction	1,800,000	Unassigned Fund Balance
Parking Structure - Construction	1,300,000	UUT Fund Balance
Parking Structure - Construction	500,000	CNG Fund Balance
Parking Structure - Construction	800,000	Sewer Fund - Loan
	<u>\$5,405,000</u>	

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

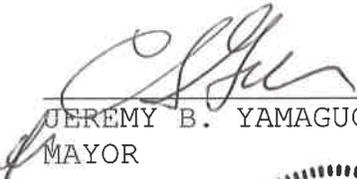
Fund	Description	Department	GL Account #	Amount	Type
Gen Fund	Transfer in - UUT Fund	Transfers	109999-7016	1,300,000.00	Revenue
Gen Fund	Transfer in - CNG Fund	Transfers	109999-7038	500,000.00	Revenue
UUT Fund	Transfer out - Gen Fund	Transfers	169999-8010	1,300,000.00	Expense
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Gen Fund	Transfer out - CIP Fund	Transfers	109999-8010	4,400,000.00	Expense
Meas M Fd	Transfer out - CIP Fund	Transfers	109999-8033	878,000.00	Expense
Gas Tx Fd	Transfer out - CIP Fund	Transfers	179999-8033	127,000.00	Expense
CIP Fund	Transfer in - Gen Fund	Transfers	339999-7010	4,400,000.00	Revenue
CIP Fund	Transfer in - Measure M	Transfers	339999-7018	878,000.00	Revenue
CIP Fund	Transfer in - Gas Tax	Transfers	339999-7017	127,000.00	Revenue
CIP Fund	Station Redesign	PWks-Engr	333550-6015	600,000.00	Expense
CIP Fund	BNSF Easement	PWks-Engr	333550-6015	200,000.00	Expense
CIP Fund	Parking Structure - Design	PWks-Engr	333550-6015	205,000.00	Expense
CIP Fund	Metrolink/Prkg - Construction	PWks	333550-6185	4,400,000.00	Expense

4. The City Council authorizes an inter-fund loan between the Sewer Enterprise Fund and the General Fund in the amount of \$800,000 at the current rate of Local Agency Investment Fund (LAIF).

5. Proceeds from the sale of the property at 207-209 West Crowther Avenue, Placentia, shall be used to:

- a. Repay the \$800,000 loan from the sewer fund.
- b. Repay funds owed to the Low and Moderate Income Housing Fund.
- c. Thereafter, any remaining proceeds shall be deposited into the General Fund.

APPROVED and ADOPTED this 5th day of April, 2016.



JEREMY B. YAMAGUCHI
MAYOR

ATTEST:



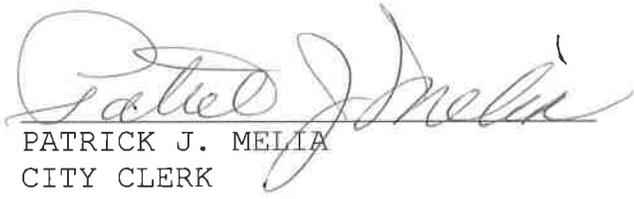
PATRICK J. MELIA
CITY CLERK



STATE OF CALIFORNIA
COUNTY OF ORANGE

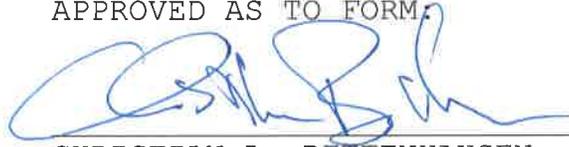
I, PATRICK J. MELIA, City Clerk of the City of Placentia, do hereby certify that the foregoing Resolution was adopted at a regular meeting of the City Council of the City of Placentia, held on the 5th day of April, 2016, by the following vote:

- AYES: COUNCILMEMBERS NELSON, WANKE, GREEN, UNDERHILL
YAMAGUCHI
- NOES: NONE
- ABSENT: NONE
- ABSTAIN: NONE



PATRICK J. MELIA
CITY CLERK

APPROVED AS TO FORM:



CHRISTIAN L. BETTENHAUSEN
CITY ATTORNEY



ORANGE COUNTY TRANSPORTATION AUTHORITY

Placentia Metrolink Commuter Rail Station Project Funding

Attachment B

**Existing and Proposed Funding Plans
for the Placentia Metrolink Commuter Rail Station
(Sources and Uses)**

Existing Funding Plan (\$000s)

Fund Source/Phase	STIP	City Funds	PTMISEA	CMAQ	Toll Revenues	Measure M2	TOTAL
Engineering	\$2,500.00	\$670.00	\$400.00	\$50.00		\$100.00	\$3,720.00
Right-of-Way(ROW)		\$3,500.00					\$3,500.00
Construction					\$8,300.00	\$7,900.00	\$16,200.00
Total	\$2,500.00	\$4,170.00	\$400.00	\$50.00	\$8,300.00	\$8,000.00	\$23,420.00

Proposed Funding Plan (\$000s)

Fund Source/Phase	STIP	City Funds	PTMISEA	CMAQ	Toll Revenues	Measure M2	TOTAL
Engineering	\$2,500.00	\$1,475.00	\$400.00	\$50.00		\$100.00	\$4,525.00
ROW		\$3,700.00					\$3,700.00
Construction		\$4,400.00			\$14,300.00	\$7,900.00	\$26,600.00
Proposed Total	\$2,500.00	\$9,575.00	\$400.00	\$50.00	\$14,300.00	\$8,000.00	\$34,825.00
Existing Total	\$2,500.00	\$4,170.00	\$400.00	\$50.00	\$8,300.00	\$8,000.00	\$23,420.00
Change	\$0.00	\$5,405.00	\$0.00	\$0.00	\$6,000.00	\$0.00	\$11,405.00

STIP - State Transportation Improvement Program

PTMISEA - Public Transportation Modernization, Improvement, and Service Enhancement Account Program

CMAQ - Congestion Mitigation and Air Quality Improvement

Toll Revenues - 91 Express Lane Excess Toll Revenues



ORANGE COUNTY TRANSPORTATION AUTHORITY

Placentia Metrolink Commuter Rail Station Project Funding

Attachment C



Capital Funding Program Report

Pending Board of Directors (Board) Approval - June 13, 2016 Rail Project

Project Title	M Code	Total Funding	State Funds		Federal Funds		Local Funds		
			STIP/Other	State Bonds	RSTP/CMAQ	Other Fed.	M1	M2	Local - Other
Fullerton Transportation Center Parking Expansion Project	M1/R	\$33,667	\$11,250	\$11,035			\$9,718		\$1,664
Laguna Niguel-Mission Viejo Station Parking Improvements and Expansion	M1/R	\$15,134			\$6,500		\$8,634		
Orange Transportation Center Parking Structure	M1/R	\$33,175	\$13,762		\$4,073	\$3,298	\$1,850	\$420	\$9,772
Sand Canyon Avenue Grade Separation Project ¹	M1/R	\$62,084		\$28,226	\$10,536		\$3,116	\$5,352	\$14,854
M2 Project S Fixed-Guideway Anaheim Rapid Connection	M1/S	\$19,452				\$10,682	\$6,000	\$1,335	\$1,435
OC Streetcar (Proposed New Starts)	M1/S	\$288,740	\$40,000		\$48,450	\$144,370		\$55,920	
OC Streetcar Preliminary Studies and Environmental	M1/S	\$12,129				\$4,433	\$6,000	\$554	\$1,142
Anaheim Regional Intermodal Transportation Center (ARTIC) Construction	M1/T	\$184,164	\$29,219		\$35,000	\$40,754	\$43,900	\$35,291	
17th Street Grade Separation Environmental	R	\$3,500						\$3,500	
Anaheim Canyon Station Improvements	R	\$20,051			\$18,050	\$2,001			
Control Point at 4th Street	R	\$4,000				\$4,000			
Future Video Surveillance Systems	R	\$1,531				\$1,288			\$243
Laguna Niguel to San Juan Capistrano Passing Siding	R	\$25,274	\$3,000	\$2,483	\$19,791				
Metrolink Rehabilitation/Renovation - fiscal years 2011-12 to 2019-20	R	\$82,217				\$82,217			
Metrolink Station and Track Improvements, and Rehabilitation	R	\$2,230				\$1,784			\$446
Placentia Commuter Rail Station ²	R	\$34,825	\$2,500	\$400	\$50			\$8,000	\$23,875
Positive Train Control (Metrolink)	R	\$39,916		\$34,190		\$5,726			
Rail Station Platform Safety Improvements (Fullerton, Irvine, and Tustin)	R	\$788		\$788					
San Clemente Beach Trail Crossings Safety Enhancements	R	\$5,103		\$2,170				\$2,311	\$622
San Juan Creek Bridge Replacement ³	R	\$34,200	\$396	\$3,094		\$29,375		\$1,335	
Slope Stabilization Laguna Niguel-Lake Forest	R	\$2,000				\$2,000			
State College Grade Separation (LOSSAN)	R	\$79,284		\$46,000				\$33,284	
Ticket Vending Machines	R	\$6,857				\$6,857			
Video Surveillance Systems at Commuter Rail Stations	R	\$4,300				\$3,440			\$860
M2 Project S Transit Extensions to Metrolink (Rubber Tire)	S	\$733						\$733	
Fullerton Transportation Station Expansion Planning, Environmental, Planning Study Report	M1	\$875			\$775		\$100		
Rail Project Totals		\$996,229	\$100,127	\$128,386	\$143,225	\$342,225	\$79,318	\$148,035	\$54,913

State Funding Total	\$228,513
Federal Funding Total	\$485,450
Local Funding Total	\$282,266
Total Funding (000's)	\$996,229

Rail Project Completed

Project Title	M Code	Total Funding	State Funds		Federal Funds		Local Funds		
			STIP/Other	State Bonds	RSTP/CMAQ	Other Fed.	M1	M2	Local - Other
Metrolink Grade Crossing Safety Improvements (OCX)	M1/R	\$85,009		\$18,595			\$6,305	\$36,299	\$23,810
Metrolink Rolling Stock	M1/R	\$158,009		\$36,300	\$42,230	\$35,390	\$44,089		
Metrolink Service Track Expansion	M1/R	\$119,957		\$51,399			\$68,558		



Capital Funding Program Report

Rail Project Completed

Project Title	M Code	Total Funding	State Funds		Federal Funds		Local Funds		
			STIP/Other	State Bonds	RSTP/CMAQ	Other Fed.	M1	M2	Local - Other
Control Point Stadium Crossover	R	\$6,490		\$3,245		\$3,245			
LOSSAN Corridor Grade Separations PSR in Anaheim, Orange, and Santa Ana	R	\$2,699						\$2,699	
Metrolink Grade Crossing Safety Improvements ROW	R	\$3,025						\$3,025	
North Beach Crossings Safety Enhancements	R	\$348		\$166				\$182	
Rail Crossing Signal Lights and Pedestrian Gates	R	\$252		\$252					
Safety Repairs for San Clemente Pier Station	R	\$122		\$122					
Transit Rail Security (Monitors, Fencing, Video Surveillance)	R	\$310		\$310					
Go Local	S	\$7,730					\$7,730		
ARTIC Environmental, ROW, Program Management Support, Site Plan	M1	\$42,888					\$42,888		
Fiber Optics Installation (Metrolink)	M1	\$24,600		\$12,300		\$10,903	\$1,397		
Laguna Niguel-Mission Viejo Station Parking Expansion (South Lot)	M1	\$4,135		\$695			\$3,440		
Santa Ana Grade Separation Planning and Environmental PSR	M1	\$1,333			\$1,180		\$153		
Santa Ana Transportation Station Planning and Environmental PSR	M1	\$1,003			\$888		\$115		
Tustin Rail Station Parking Expansion	M1	\$15,389	\$1,100	\$7,181			\$7,108		
Rail Project Totals		\$473,299	\$1,100	\$130,565	\$44,298	\$49,538	\$181,783	\$42,205	\$23,810
State Funding Total		\$131,665							
Federal Funding Total		\$93,836							
Local Funding Total		\$247,798							
Total Funding (000's)		\$473,299							

Board Notes:

1. Capital Programming Update - Reflects cost savings of \$0.396 million in Proposition 116 (Prop 116), and \$1.533 million in Transit System Safety, Security & Disaster Response Account for Sand Canyon Grade Separation project. Project funding decreases from \$64.013 million to \$62.084 million.
2. Placentia Metrolink Commuter Rail Station Project Funding - Requesting Board approval for an additional \$6.000 million in 91 Express Lane Excess Toll Revenues for construction and \$5.405 million in City funds for engineering, ROW, and construction for the Placentia Commuter Rail Station project. Project funding increases from \$23.420 million to \$34.825 million.
3. 2016 STIP Update - Requesting Board approval for \$3.094 million in Trade Corridor Improvement Fund, \$1.335 million in M2, \$0.875 million in Earmark, and \$0.396 million in Prop 116 funds to offset the removal of STIP funds for the San Juan Creek Bridge Replacement project. Total project cost remains the same. This action is contingent on California Transportation Commission approval.

Acronyms:

- M1/M2 - Measure M1/Measure M2
- M Code - M1 = Measure M1, otherwise Project Codes in Measure M2 Program
- STIP - State Transportation Improvement Program
- RSTP/CMAQ - Regional Surface Transportation Program/Congestion Mitigation and Air Quality
- CURE - Commuter and Rail Endowment Fund
- LOSSAN - Los Angeles-San Diego-San Luis Obispo Rail Corridor
- OCX - Rail-Highway Grade Crossing/Safety Enhancement Project
- PTMISEA - Proposition 1B Public Transportation Modernization, Improvement, and Service Enhancement Account
- CTC - California Transportation Commission
- OCTA - Orange County Transportation Authority
- PSR - Project Study Report
- ROW - Right-of-way



ORANGE COUNTY TRANSPORTATION AUTHORITY

**Cooperative Agreement with the City of Placentia for the
Placentia Metrolink Commuter Rail Station Project**

Staff Report



June 9, 2016

To: Transit Committee

From: Darrell Johnson, Chief Executive Officer

Subject: Cooperative Agreement with the City of Placentia for the Placentia Metrolink Commuter Rail Station Project

Overview

The Orange County Transportation Authority has been working in collaboration with the City of Placentia to design and construct a new Metrolink commuter rail station. The Orange County Transportation Authority will serve as the lead agency for the station design and construction of the project. A cooperative agreement is required to define the roles and responsibilities for the Placentia Metrolink Commuter Rail Station project.

Recommendations

- A. Adopt Findings of Fact and Statement of Overriding Considerations and the Mitigation Monitoring and Reporting Program for Environmental Impact Report SCH NO. 2007011046, as identified and approved by the City of Placentia's City Council as the lead agency on the project in Resolution No. R-2007-20.
- B. Authorize the Chief Executive Officer to negotiate and execute Cooperative Agreement No. C-6-1117 between the Orange County Transportation Authority and the City of Placentia, to define roles, responsibilities, and funding for the Placentia Metrolink Commuter Rail Station project.

Discussion

The proposed Placentia Metrolink Commuter Rail Station project (Project) is located along the Orangethorpe rail corridor in the City of Placentia (City) and will serve the Metrolink 91 Line, with connections to Buena Park, Norwalk/Santa Fe Springs, Fullerton, Los Angeles, and Riverside. The City adopted the environmental clearance in compliance with the California Environmental Quality Act (CEQA) clearance for the new station in June 2007.

Cooperative Agreement with the City of Placentia for the Placentia Metrolink Commuter Rail Station Project Page 2

The Orange County Transportation Authority (OCTA) completed draft plans, specifications, and estimates (PS&E) on May 30, 2013. The final plans included two station platforms, passenger waiting canopies and benches, a kiss-and-ride drop off facility, ticket vending machines, two new bus stops, and 433 spaces of surface parking on four separate parking lots. The new station will make use of the existing Bradford Road pedestrian bridge for passenger movement between platforms. The engineer’s estimate for construction of this scope was \$16,200,00. In March 2011, the Project was put on hold to allow the City to negotiate with a private developer to construct a transit-oriented development. The City sought to sell property that had been identified for surface parking and construct a parking structure on an adjacent planned surface parking property owned by the City. In addition, the City can no longer acquire additional property to accommodate 93 surface parking spaces. The total parking count with the proposed parking structure will be 304 spaces. OCTA has informed the City that the station must open with approximately 300 spaces for transit use. The City has requested OCTA to re-design portions of the Project to include the parking structure to accommodate future transit-oriented development. OCTA will assume the lead agency role on the re-design of the station portion of the Project and construction of the Project. The City will complete the PS&E for the design of the parking structure for OCTA’s inclusion in the final construction contract.

The City has identified and approved funding for the City’s participation of \$4,400,000 funding for construction of the parking structure. Building a parking structure in lieu of multiple surface parking lots will increase the convenience of locating a parking space for transit users arriving at the station and enhance the overall passenger experience of using the commuter rail system.

Project schedule delays and the addition of the parking structure have increased the total construction costs for the Project. The following table summarizes the increase in construction costs and the funding shortfalls:

	2012 (millions)	2018* (millions)	Programmed Amount (millions)	City Funds (millions)	Shortfall (millions)
Original Design	\$16.2	\$19.6	\$16.2	NA	\$3.4
Current Design With Parking Structure	NA	\$26.6	\$16.2	\$4.4	\$6.0

**Anticipated date of construction is January 2018.*

The use of excess 91 Express Lane toll revenue (toll revenues) is being proposed to fund OCTA’s share of the shortfall. On June 8, 2016, OCTA’s Finance and Administration Committee considered the use of an additional \$6,000,000 in excess toll revenues for the construction of the Project, which would include the parking structure. This recommendation will be

presented to the OCTA Board of Directors (Board) for consideration on June 13, 2016, concurrent with this item. The City will reimburse OCTA for costs expended to revise the PS&E to eliminate the surface parking lot and add the parking structure. This effort is estimated to be \$600,000 and will require an amendment to OCTA's design consultant contract, which will be brought to the Board for consideration. The City will be responsible for updating the parking structure plan to bring the design into compliance with the current building code and to provide design support during construction. The City is also required to acquire right-of-way (ROW) from BNSF Railway in order to build the parking structure.

The overall funding for the Project has increased by \$11,405,000, from \$23,420,000 to \$34,825,000. The existing and proposed funding plan for the Project is provided in Attachment A.

Environmental

On May 8, 2007, the City adopted Resolution No. R-2007-20, approving the environmental impact report (EIR) for the Westgate Metrolink Station (currently known as the Placentia Metrolink Commuter Rail Station), adopting the Findings of Fact Statement of Overriding Considerations (Findings), and Mitigation Monitoring and Reporting Program (MMRP), in compliance with CEQA. OCTA provided oversight during the Project's environmental review process. In order to construct and implement the Project, OCTA, as a responsible agency defined under CEQA, must take similar actions as those taken by the City Council to approve the Project. As defined by CEQA, a responsible agency is a public agency, other than the lead agency, that is responsible for carrying out or approving a project for which a lead agency has prepared an EIR or negative declaration. The responsible agency may rely on the lead agency's environmental document, but must independently consider the EIR (Attachment B), the Project's environmental impacts, the extent to which impacts have been lessened or avoided in the MMRP (Attachment C), and for those significant environmental impacts that remain, as is the case here, to adopt these Findings.

Cooperative Agreement

A cooperative agreement between the City and OCTA is needed to define roles and responsibilities related to the Project. OCTA will be the lead agency for design changes, construction, and construction management. The City will be responsible to provide all ROW free and clear of any encumbrances and lead/fund the design effort specific to the parking structure. The City will also own, operate, and maintain the Project once completed. A Parking Management Plan will be prepared by the City, which will be approved by OCTA, in order to ensure continuous availability of transit parking.

Summary

Staff requests Board of Directors' approval to adopt the environmental impact report and Mitigation Monitoring and Reporting Program, as approved by the City of Placentia.

Staff is seeking Board of Directors' approval for the Chief Executive Officer to negotiate and execute Cooperative Agreement No. C-6-117 to define roles and responsibilities for the Placentia Metrolink Commuter Rail Station project.

Future Actions: Staff will return to the Board of Directors' with an amendment to OCTA's design consultant contract to revise the Project plans to include the parking structure in lieu of surface parking. Staff will return to the Board of Directors' to release a request for proposal and subsequent award of a contract for construction management services, as well as to release an invitation for bid and subsequent award of a construction contract.

Attachments

- A. Existing and Proposed Funding Plans for the Placentia Metrolink Commuter Rail Station (Sources and Uses)
- B. City of Placentia, Westgate Metrolink Station, Environmental Impact Report, SCH. No. 2007011046
- C. City of Placentia, Westgate Metrolink Station – Environmental Mitigation Measures Monitoring and Reporting Plan

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ORANGE COUNTY TRANSPORTATION AUTHORITY

**Cooperative Agreement with the City of Placentia for the
Placentia Metrolink Commuter Rail Station Project**

Attachment A

**Existing and Proposed Funding Plans
for the Placentia Metrolink Commuter Rail Station
(Sources and Uses)**

Existing Funding Plan (\$000s)

Fund Source/Phase	STIP	City Funds	PTMISEA	CMAQ	Toll Revenues	Measure M2	TOTAL
Engineering	\$2,500.00	\$670.00	\$400.00	\$50.00		\$100.00	\$3,720.00
Right-of-Way(ROW)		\$3,500.00					\$3,500.00
Construction					\$8,300.00	\$7,900.00	\$16,200.00
Total	\$2,500.00	\$4,170.00	\$400.00	\$50.00	\$8,300.00	\$8,000.00	\$23,420.00

Proposed Funding Plan (\$000s)

Fund Source/Phase	STIP	City Funds	PTMISEA	CMAQ	Toll Revenues	Measure M2	TOTAL
Engineering	\$2,500.00	\$1,475.00	\$400.00	\$50.00		\$100.00	\$4,525.00
ROW		\$3,700.00					\$3,700.00
Construction		\$4,400.00			\$14,300.00	\$7,900.00	\$26,600.00
Proposed Total	\$2,500.00	\$9,575.00	\$400.00	\$50.00	\$14,300.00	\$8,000.00	\$34,825.00
Existing Total	\$2,500.00	\$4,170.00	\$400.00	\$50.00	\$8,300.00	\$8,000.00	\$23,420.00
Change	\$0.00	\$5,405.00	\$0.00	\$0.00	\$6,000.00	\$0.00	\$11,405.00

STIP - State Transportation Improvement Program

PTMISEA - Public Transportation Modernization, Improvement, and Service Enhancement Account Program

CMAQ - Congestion Mitigation and Air Quality Improvement

Toll Revenues - 91 Express Lane Excess Toll Revenues

FUTURE METROLINK STATION & TRANSIT ORIENTED DEVELOPMENT DISTRICT

GROSS FISCAL IMPACT & ECONOMIC BENEFIT ANALYSIS *PLACENTIA, CA*

Prepared For:



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Prepared By:



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JUNE 2016



The analyses, projections, assumptions, rates of return, and any examples presented herein are for illustrative purposes and are not a guarantee of actual and/or future results. Project pro forma and tax analyses are projections only. Actual results may differ from those expressed in this analysis.

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1.0 Executive Summary

1.1 Background & Purpose

City of Placentia (“City” or “Client”) has retained Kosmont Companies (“Kosmont”) to prepare a gross fiscal impact and economic benefit analysis (“Analysis”) for a proposed Metrolink Station and Transit Oriented Development (“TOD”) Packing House District (“Project”) in the City. The Project is proposed to include a Metrolink commuter rail station (two platforms), a 255-space aboveground parking structure, a proposed 200 unit multi-family residential project, and other hypothetical future development adjacent and proximate to the proposed commuter rail station. The Project also covers the expanse of a roughly 2.4-acre City-owned site, which is planned for a potential TOD mixed-use development, as well as a proposed 215 unit multi-family residential project west and south of the proposed commuter rail station, respectively.

Kosmont has prepared this Analysis to estimate the primary annual gross fiscal revenues generated for the City, as well as direct, indirect, and induced economic benefits to the local economy resulting from the construction / renovation and ongoing operation of the Project.

1.2 Project Description

The proposed Project involves the revitalization and redevelopment of 27 parcels, which is an approximately 21-acre land area in the heart of the City’s historic packing house and proposed TOD district. The proposed Project also includes an aboveground parking structure as well as proposed new development that may include up to 1,000 new dwellings as well as retail and office space. The Project site is generally located east of the 57 freeway, north of Orangethorpe Avenue, at the northeast corner of Melrose Avenue and Crowther Avenue adjacent to the Burlington North Santa Fe (BNSF) railroad tracks as well as other areas north of the BNSF railroad tracks and east and west of Melrose Avenue.

At the Project’s core is the planned development of the new Placentia Metrolink station, the 13th station serving the 91 line, which will run from LA Union Station to downtown Riverside. The Placentia Metrolink station is expected to take 15 trips and accommodate 530 passengers daily. Adjacent stations to the proposed Placentia Metrolink station will include the Fullerton station and the West Corona station. The Placentia Metrolink station will be the closest station in proximity to California State University – Fullerton and will provide passengers with an alternative to the Fullerton Metrolink station, in addition to serving as a catalyst for the City’s revitalization efforts of the Old Town Santa Fe District and TOD Packing House District.



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The Project site area (“Site”), generally located north of the proposed Metrolink station, is currently zoned Santa Fe Commercial, a designation established to enhance and promote the economic revitalization of Placentia’s original business district, use of historic architectural design, and mixed commercial and residential use. The Site, primarily within the TOD Packing House District, is zoned manufacturing. However, the proposed TOD Packing House District, is contemplating allowing medium to high density residential and mixed-use development to spur revitalization of the area, employment, and supporting services adjacent to the proposed Metrolink station.

Surrounding land uses include industrial and manufacturing south of the intersection of the railroad and the 57 Freeway, medium density residential southeast of the intersection between W. Chapman Avenue and the 57 Freeway (-north of the railroad tracks), as well as retail and office flanking S Bradford Avenue. Ultimately, the Project will provide a mix of land uses that supports transit, providing a high level of public amenities and housing for all economic segments, with a connection to Placentia’s Old Town Santa Fe District.

1.3 Land Use Plan and Construction Cost Estimation

An overview of the Project land use plan is delineated in Table 1.1. The proposed retail, office, and residential developments within the Project are estimated by Kosmont to cost approximately \$250 per square foot, totaling approximately \$243.8 million in construction costs. The additional municipal parking structure and train station costs are estimated at approximately \$34 million based on preliminary information provided by the City.

Table 1.1: Land Use Plan and Construction Cost Estimation

Private Development Components	Building SF	Estimated Construction Costs	
Retail	60,000 SF	\$250 PSF	\$15,000,000
Office	15,000 SF	\$250 PSF	\$3,750,000
Residential	900,000 SF	\$250 PSF	\$225,000,000
Total Private Development	975,000 SF		\$243,750,000
Estimated Parking Structure and Train Station Costs			\$34,000,000
Estimated Total Construction Costs			\$277,750,000
Estimated Value of Additional Property Improvements			\$243,750,000

Source: Kosmont Companies (2016)



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1.4 Summary of Findings

At full buildout, the Project is estimated to generate approximately \$949,600 in annual gross fiscal revenues and approximately 255 permanent full-time equivalent (“FTE”) jobs on-site. Table 1.2 provides an overview of gross fiscal impacts and economic benefits.

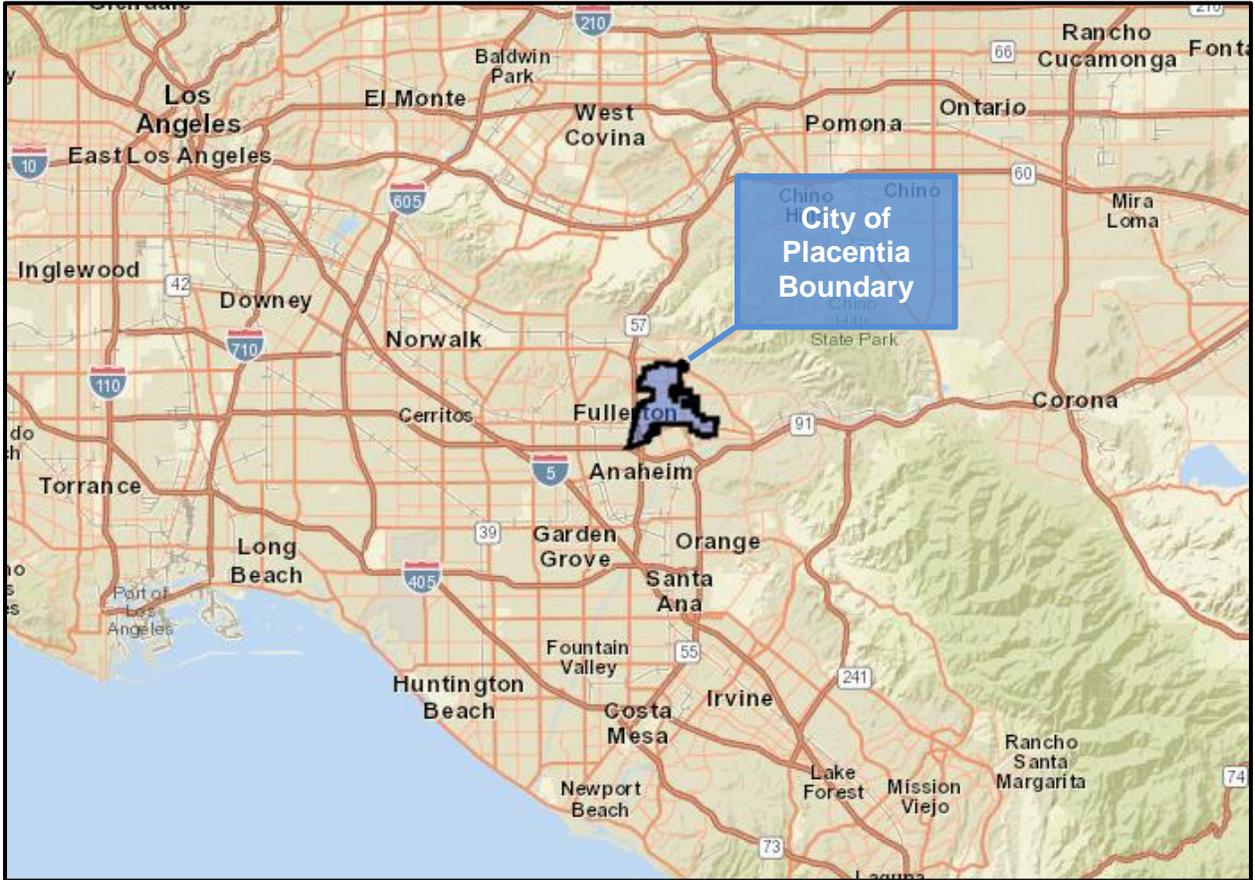
Table 1.2: Overview of Gross Fiscal Impacts and Economic Benefits

Annual Gross Fiscal Revenues	\$949,600
30-Year Nominal Total	\$46,510,500
30-Year Present Value (6% discount rate)	\$19,175,700
Direct Construction Employment	1,579
Direct / On-Site Permanent Jobs	255

Note: Impacts upon build-out and stabilization (except for construction employment). Present value discounted at 6%. All amounts in 2016 dollars.

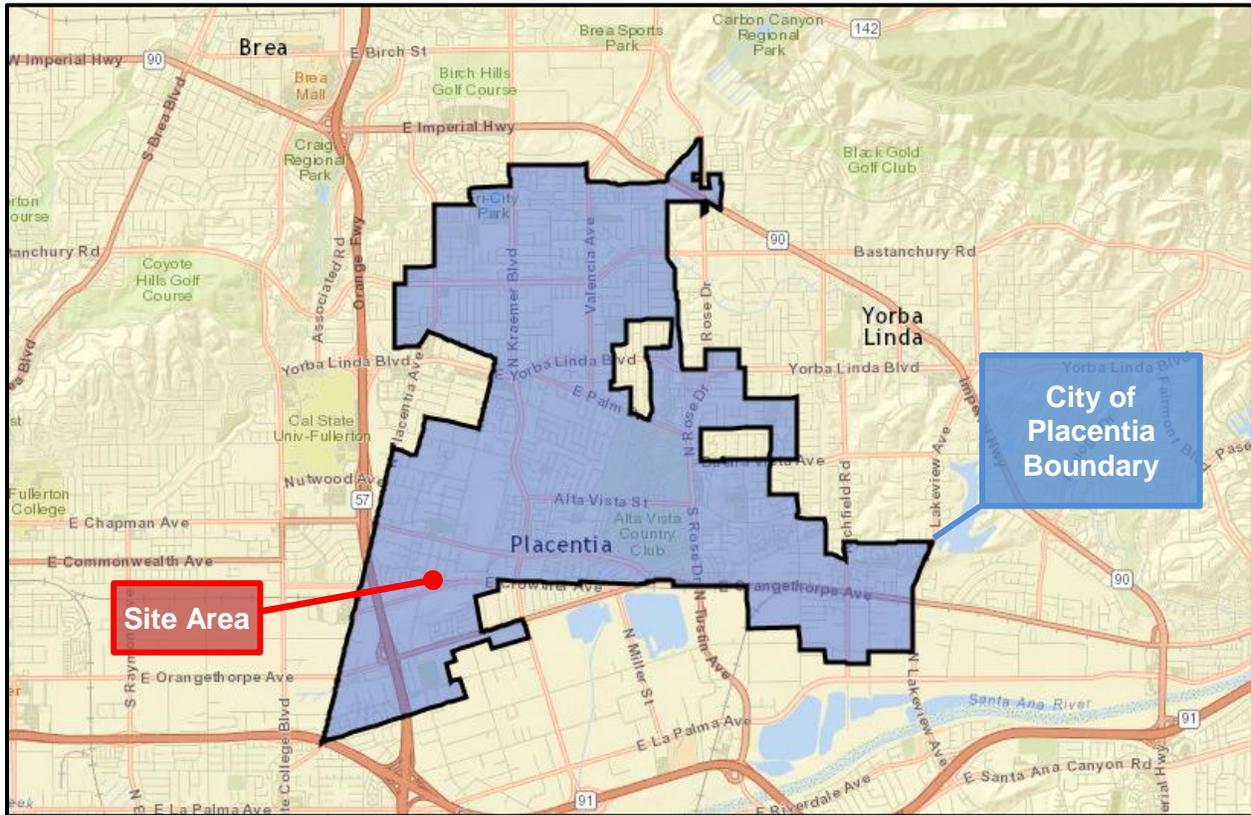
A discussion of the methodology and assumptions is provided on the following pages.

Exhibit 1.1: Regional Map



Source: ESRI (2016)

Exhibit 1.2: Local Map



Source: ESRI (2016)



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Exhibit 1.3: Old Town Santa Fe & Transit Oriented Development Packing House District Map



Note: The region outlined in yellow resides in Placentia's Old Town Santa Fe district. The region outlined in blue resides in Placentia's TOD Packing House District.

Source: ESRI (2016)

2.0 Methodology

This Analysis is based on information provided by the City of Placentia, the IMPLAN Group, the Orange County Property Tax Assessor and Auditor-Controller, the California Board of Equalization (“BOE”), the U.S. Bureau of Labor Statistics (“BLS”), and ESRI.

2.1 General Assumptions

General assumptions are as follows:

- The Analysis measures gross fiscal and economic impacts (unless otherwise noted).
- Fiscal revenues are estimated for full build-out and stabilized occupancy.
- Dollar amounts are expressed in 2016 dollars.
- Construction employment figures are short-term, FTE jobs.
- On-site employment figures are permanent FTE jobs.

2.2 Fiscal Revenue Analysis

2.2.1 Property Tax

Property tax revenues are estimated based on the incremental assessed value of the Project attributed to improvements made during construction / renovation, and the applicable property tax rates for the City as determined by the Orange County Assessor. The Site is located in County tax rate area (“TRA”) 09031. The City general fund receives an approximate 13.4% share of the annual 1.0% general levy placed by the County on the assessed value of the property (\$0.134 of each \$1.00 of property tax revenue) in this TRA. The City Street Lighting Fund receives an additional 3.04% of the 1.0% general levy.

Unsecured property taxes are collected based on the assessed value of real property not affixed to the underlying land, such as business fixtures, and some types of vehicles. The rate of taxation and apportionment is generally the same as for secured property taxes. For the purposes of this Analysis, the assessed value of unsecured property is estimated to be 5% of the assessed value of secured property within the Project area.

Table 2.1: Overview of Property Tax Estimation

Estimated Value of Additional Property Improvements		\$243,750,000
Property Tax Rates		
General Levy – Secured	1.00%	\$2,437,500
<u>Distributions - Secured Property Tax</u>		
City General Fund	13.40%	\$326,542
City Street Lighting Fund	3.04%	\$74,190
<hr/> Total City Distributions - Secured	<hr/> 16.44%	<hr/> \$400,732
Unsecured Property as Percent of Secured		5.0%
Estimated Unsecured Property Taxes to City		\$20,037
Total Incremental Property Tax to City (Secured + Unsecured)		\$420,800

Source: City of Placentia, Kosmont Companies (2016)

2.2.2 Property Tax In-Lieu of Motor Vehicle License Fees (“VLF”)

Prior to 2004, a percentage of State of California VLF was distributed to cities and counties. As part of the State Budget Act of 2004, the State reduced the VLF rate, and in order to offset the reduction of VLF revenue to cities and counties, the State increased the city and county allocation of property tax revenue, funded from the Educational Revenue Augmentation Fund (“ERAF”). The amount of property tax in-lieu of VLF to be distributed to cities and counties was calculated by the State for the 2004-05 fiscal year, and increases each year directly proportional to the change in gross assessed valuation of taxable property in each jurisdiction from the prior year. Property Tax In-Lieu of VLF resulting from the Project is estimated based on the incremental amount of assessed value that the Project renovations add to the City, thereby increasing the City’s apportionment of property tax in-lieu of VLF.

Table 2.2: Overview of Property Tax In-Lieu of VLF

Estimated Value of Additional Property Improvements	\$243,750,000	
<u>Total Assessed Value within City (2015-16)</u>	<u>\$5,878,472,691</u>	
Percent Share / Increase in Assessed Value	4.1465%	
Estimated Property Tax In-Lieu of VLF (2015-16)	\$2,195,125	
Incremental Project Tax In-Lieu of VLF		\$91,000

Source: City of Placentia, Kosmont Companies (2016)



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2.2.3 Sales and Use Tax (On-Site / Direct)

On-site / direct sales tax revenue projections are estimated based on the taxable sales generated on-site within the sales-generating retail components of the Project and the City's sales tax apportionment of 1.0%. Project retail components are projected to generate taxable sales based on estimated square-footages and standard industry sales-per-square-foot assumptions. Kosmont estimates the retail components of the Project to cover 60,000 square feet and generate taxable sales at a rate of \$350 per square foot. In addition to sales tax, the City receives use tax revenues, levied on shipments into the State and on construction materials for new development not allocated to a situs location. Use tax is allocated by the BOE to counties and cities based on proportion of countywide and statewide direct taxable sales. Use tax revenues to the City are estimated at an additional 11 percent of point-of-sale taxable sales (see Appendix B).

2.2.4 Sales and Use Tax (Off Site / Indirect)

Off-site / indirect sales tax revenue projections are estimated based on the taxable sales generated by the spending of employees and residents of the Project within the City. Spending is based on BLS Consumer Expenditure Survey data, which provides spending habits of consumers based on household income. The estimated percent of taxes captured directly on-site within the boundaries of the Project is assumed to be 10 percent of total indirect taxable sales. Capture rates for spending by employees within the City are approximated by Kosmont based on preliminary evaluation of existing retail amenities within the local trade area. In addition to indirect sales tax, use tax revenues to the City are estimated at an additional 11 percent of point-of-sale taxable sales based on calendar year 2016 apportionments of citywide, countywide, and statewide taxable sales (see Appendix C).

2.2.5 Franchise Fees and Fines & Forfeitures

Revenues from franchise fees and fines and forfeitures are estimated on a per capita basis based on the City Fiscal Year 2015-2016 Adopted Budget and the relevant resident/employee service population(s) within the City. For the purpose of revenue budget allocation, total employees within the City (as estimated by ESRI) are multiplied by an equivalency factor of 0.5 to arrive at a number of equivalent residents to be considered along with actual City residents as the service population for certain City revenues. The per capita factor estimate for franchise fees is \$38.63, which when multiplied by the project service population, implies \$78,300 in revenues. For Fines & Forfeitures, the per capita factor estimate is \$8.01, which when multiplied by the project service population, yields \$16,200 in annual revenues.



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2.2.6 Utility User Tax

A utility user tax of 3.5% is levied on cable, cellular, electric, gas, and telephone. The tax is levied by the City, and then collected by the relevant utility as a part of its regular billing procedure. The utility then sends the tax it has collected on behalf of the City to the City. Utility service providers in the City include but are not limited to AT&T, Southern California Edison and Time Warner Cable. Revenues from the utility user tax are also estimated on a per capita basis based on the City's Fiscal Year 2015-2016 Adopted Budget and the relevant resident/employee service population(s) within the City. The per capita factor for Utility Users Tax is \$27.92, when multiplied by the project service population, yields \$96,300 in annual revenues.

2.2.7 Business License Tax

The City mandates an annual business license tax as terms for conducting business within the City. The Business License Tax Revenue from the City's gross receipts tax and rental property tax is estimated by Kosmont referencing the City's Fiscal Year 2015-2016 Adopted Budget for the relevant employee service population(s) within the City. The project-induced employee population multiplied by the per capita Business License Tax factor of \$47.49 yields \$7,100 in annual revenues.

2.3 IMPLAN Modeling

This analysis uses the IMPLAN (Impact analysis for PLANNing) econometric input/output model developed by the IMPLAN Group to quantify the economic impact to the local region from Project construction / renovation and ongoing operations. This proprietary model estimates the economic benefits on the industries in a given geographic area based on known economic inputs, such as construction costs. The model estimates direct, indirect, and induced benefits expressed in terms of increased economic activity ("output"), earnings ("labor income"), and job creation.

Direct Economic Benefits: Direct benefits refer to the short-term business activity of general contractors involved in Project construction / renovation and the ongoing business activities of Project tenants.

Indirect Economic Benefits: Indirect benefits will result when local firms directly impacted by the Project in turn purchase materials, supplies or services from other firms. Examples would include increased sales of building materials as a result of construction activity and increased sales of inputs related to the business operations of tenants within the Project.

Induced Economic Benefits: Induced benefits relate to the consumption spending of employees of firms that are directly or indirectly affected by the Project. These would include all of the goods and services normally associated with household consumption (e.g., housing, retail purchases, local services, etc.).

Inputs for the IMPLAN economic benefit analysis include the construction / renovation budget and permanent on-site employment information provided by the City, as well as estimations made by Kosmont based on similar projects and industry standard per-square-foot employment densities for corresponding land use types.



The analyses, projections, assumptions, rates of return, and any examples presented herein are for illustrative purposes and are not a guarantee of actual and/or future results. Project pro forma and tax analyses are projections only. Actual results may differ from those expressed in this analysis.

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3.0 Fiscal and Economic Impacts

3.1 Annual Fiscal Revenue Impacts

The Project is expected to generate approximately \$949,600 in annual gross fiscal revenues to the City, comprised primarily of sales tax (off-site and on-site) and incremental property tax from increased property value attributed to Project renovation activities. To calculate the present value of future fiscal benefits, the various fiscal revenues were projected for a 30-year period. Property tax and property tax in-lieu of VLF revenues were escalated using a two percent growth factor (statutory maximum), and sales, franchise fees, fines and forfeitures, business license, and utility user revenues were escalated using a 3.0% growth factor. A discount rate of 6.0% was used to estimate the present value of future fiscal revenues. The 30-year present value of annual gross fiscal revenues generated by the Project is approximately \$19,175,700. Table 3.1 summarizes the gross fiscal impacts from the Project.

Table 3.1: Summary of Annual Gross Fiscal Impacts

	Estimated Annual Total	Estimated Annual Growth	30-Year Nominal Total	30-Year Present Value
Primary Fiscal Revenues				
Property Tax	420,800	2.00%	\$17,071,000	\$7,202,200
Property Tax In-Lieu of VLF	91,000	2.00%	\$3,691,700	\$1,557,500
Sales Tax (Off-Site)	110,200	3.00%	\$5,242,800	\$2,120,900
Sales Tax (On-Site)	233,100	3.00%	\$11,089,800	\$4,486,300
Franchise Fees	78,300	3.00%	\$3,725,200	\$1,507,000
Fines & Forfeitures	16,200	3.00%	\$770,700	\$311,800
Business License Tax	7,100	3.00%	\$337,800	\$136,600
Utility User Tax	96,300	3.00%	\$4,581,500	\$1,853,400
Total Gross Fiscal Revenues	\$949,600		\$46,510,500	\$19,175,700

Notes: Calculation is for a 30-year period beginning after stabilization. Present value discounted at 6.0%. Values in 2016 dollars.

Source: Orange County Auditor-Controller, California Board of Equalization; City of Placentia, Kosmont Companies; Bureau of Labor Statistics, ESRI (2016).

3.2 Construction-Related Economic Benefits

Construction of the Project is estimated to generate approximately 2,684 construction-related jobs, approximately \$218.1 million in labor income, and approximately \$446.1 million in economic output through direct, indirect, and induced economic activity countywide. Table 3.2 summarizes the economic benefits from construction of the Project.

Table 3.2: Summary of Economic Benefits from Construction

Economic Benefits from Construction (One-Time / Short-Term)			
	Employment	Labor Income	Economic Output
Direct (On-Site)	1,579	\$148,466,728	\$276,736,184
Indirect	469	\$33,762,849	\$74,972,970
Induced	636	\$35,902,258	\$94,423,424
Total Countywide	2,684	\$218,131,835	\$446,132,594
Estimated City Capture	1,690	\$155,433,239	\$293,675,823

Notes: 100% of direct benefits estimated to be captured on-site within the City. 10% of indirect and induced benefits estimated to be captured off-site within the City. Estimated benefits during construction period. Values in 2016 dollars.

Source: IMPLAN, Kosmont Companies (2016)



The analyses, projections, assumptions, rates of return, and any examples presented herein are for illustrative purposes and are not a guarantee of actual and/or future results. Project pro forma and tax analyses are projections only. Actual results may differ from those expressed in this analysis.

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3.3 Economic Benefits from Ongoing Operation

Upon build-out and stabilization, operation of the Project is estimated to generate approximately 333 permanent jobs (including 255 direct on-site jobs), approximately \$16.5 million in labor income, and approximately \$36.7 million in economic output through direct, indirect, and induced economic activity countywide. Table 3.3 summarizes the economic benefits from ongoing operation of the Project.

Table 3.3: Summary of Economic Benefits from Ongoing Operations

Economic Benefits from Ongoing Operation (Annual)			
	Employment	Labor Income	Economic Output
Direct (On-Site)	255	\$11,921,858	\$24,980,252
Indirect	30	\$1,862,427	\$4,534,384
Induced	48	\$2,728,812	\$7,178,010
Total Countywide	333	\$16,513,097	\$36,692,644
Estimated City Capture	263	\$12,380,982	\$26,151,491

Notes: 100% of direct benefits estimated to be captured on-site within the City. 10% of indirect and induced benefits estimated to be captured off-site within the City. Estimated annual ongoing benefits upon build-out and stabilization. Values in 2015 dollars.

Source: IMPLAN, Kosmont Companies (2016)



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4.0 Appendices

Appendix A: Overview of Consumer Spending

	Retail Employees		Office Employees		Housing Employees		Residents	
Est. Average HH Income (pre-tax):	\$36,000		\$85,000		\$45,000		\$75,700	
Annual Expenditures	Percent	Amount	Percent	Amount	Percent	Amount	Percent	Amount
Food at home*	10.0%	\$3,598	6.7%	\$5,726	10.0%	\$4,498	5.2%	\$3,931
Food Away from Home	5.3%	\$1,915	4.3%	\$3,656	5.3%	\$2,394	3.9%	\$2,984
Alcoholic Beverages	0.9%	\$326	0.6%	\$550	0.9%	\$408	0.8%	\$569
Fuel oil and other fuels	0.3%	\$100	0.3%	\$226	0.3%	\$126	0.2%	\$159
Other household expenses	1.5%	\$556	1.1%	\$953	1.5%	\$695	0.9%	\$709
Housekeeping Supplies	1.3%	\$481	1.1%	\$897	1.3%	\$602	0.8%	\$641
Household Furn & Equip	3.2%	\$1,143	2.9%	\$2,438	3.2%	\$1,429	2.3%	\$1,703
Apparel & Services	4.2%	\$1,520	3.0%	\$2,533	4.2%	\$1,900	2.5%	\$1,886
Vehicle Purchases	5.7%	\$2,058	4.9%	\$4,126	5.7%	\$2,572	5.0%	\$3,785
Gasoline & Oil	6.5%	\$2,326	5.0%	\$4,244	6.5%	\$2,908	4.1%	\$3,069
Maintenance & Repairs**	1.8%	\$663	1.5%	\$1,294	1.8%	\$828	1.3%	\$976
Drugs**	1.2%	\$441	0.9%	\$767	1.2%	\$551	0.6%	\$492
Medical supplies***	0.3%	\$102	0.2%	\$168	0.3%	\$128	0.2%	\$141
Entertainment	4.9%	\$1,755	4.8%	\$4,056	4.9%	\$2,193	3.8%	\$2,865
Personal care products & services	1.4%	\$496	1.0%	\$889	1.4%	\$620	0.9%	\$703
Reading	0.2%	\$79	0.2%	\$189	0.2%	\$98	0.2%	\$128
Tobacco related	1.1%	\$392	0.7%	\$562	1.1%	\$490	0.5%	\$341
Total Taxable Spending	39.6%	\$14,300	32.1%	\$27,251	39.6%	\$17,800	27.6%	\$20,900
Total Taxable and Non-Taxable	49.9%	\$18,000	39.1%	\$33,300	49.9%	\$22,400	33.1%	\$25,100

Notes: Employee income based on BLS data by industry and county. Resident household income based on City average household income as estimated by ESRI.

* 15% of "Food at home" purchases assumed to be taxable

** 50% of "Maintenance & Repairs" and "Drugs" purchases assumed to be taxable

*** 25% of "Medical supplies" purchases assumed to be taxable

Source: ESRI, BLS, City of Placentia, Kosmont Companies (2016)



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Appendix B: Overview of On-Site Sales Tax

Sales Generating Components	# SF	PSF Taxable Sales	Annual Taxable Sales
General Retail	60,000 SF	\$350 PSF	\$21,000,000
Total	60,000 SF		\$21,000,000
Annual Sales Tax to City		1.0%	\$210,000
Annual Use Tax as % of Sales Tax		11.0%	\$23,100
Total Sales and Use Tax to City (On-Site / Direct)			\$233,100

Source: BOE, City of Placentia, Kosmont Companies (2016)



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Appendix C: Overview of Off-Site Sales Tax

Retail Employees		
Estimated Annual Taxable Spending / Empl.		\$14,300
Estimated Capture within City	25%	\$3,575
Estimated # Employees		180
<hr/>		
Total Employee Taxable Spending within City		\$644,144
Office Employees		
Estimated Annual Taxable Spending / Empl.		\$27,251
Estimated Capture within City	25%	\$6,813
Estimated # Employees		55
<hr/>		
Total Employee Taxable Spending within City		\$371,604.48
Housing Employees		
Estimated Annual Taxable Spending / Empl.		\$17,800
Estimated Capture within City	25%	\$4,450
Estimated # Employees		20
<hr/>		
Total Employee Taxable Spending within City		\$89,000
Resident Households		
Estimated Annual Taxable Spending / HH		\$20,900
Estimated Capture within City	50%	\$10,450
Estimated # Occupied Households		950
<hr/>		
Total Household Taxable Spending within City		\$9,927,500
<hr/>		
Total Indirect Taxable Sales		\$11,032,249
Estimated % Capture On-Site		(10%)
Less Estimated Capture On-Site		(\$1,103,225)
Total Off-Site / Indirect Taxable Sales		\$9,929,024
<hr/>		
Annual Sales Tax to City	1.0%	\$99,290
Projected Use Tax as % of Sales Tax	11.0%	\$10,922
<hr/>		
Annual Sales & Use Tax to City (Off-Site / Indirect)		\$110,200

Notes: The estimated percent of taxes captured directly on-site within the boundaries of the project is assumed to be 10 percent of total indirect taxable sales. Use tax revenues to the City are estimated at an additional 11 percent of point-of-sale taxable sales.

Source: BOE, ESRI, City of Placentia, Kosmont Companies (2016)



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Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: ACTING PUBLIC WORKS DIRECTOR

DATE: JULY 12, 2016

SUBJECT: **PROFESSIONAL SERVICES AGREEMENT FOR ARCHITECTURAL DESIGN SERVICES FOR THE METROLINK STATION PARKING STRUCTURE**

FISCAL
IMPACT: EXPENSE: \$217,900
BUDGETED: \$810,000 FISCAL YEAR 2016-17 CAPITAL IMPROVEMENT PROGRAM (CIP) BUDGET (MEASURE M FUNDS)

SUMMARY:

On June 27, 2016, the Orange County Transportation Authority (OCTA) approved a Cooperative Agreement and financing plan with the City of Placentia to construct a Metrolink Station and Parking Structure in Old Town Placentia. The City previously retained the services of BakerNowicki Design Studio, LLP (BakerNowicki) to prepare the parking structure improvement plans and technical specifications to a 90% complete level. With the approval of the OCTA Cooperative Agreement, a Professional Services Agreement with BakerNowicki is presented for Council consideration to complete the improvement plans and technical specifications to a 100% complete level in order for OCTA to solicit bids for parking structure construction.

RECOMMENDATION:

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

1. Approve the professional services agreement with BakerNowicki Design Studio, LLP to complete the engineered improvement plans and construction documents for the Metrolink Station Parking Structure; and
2. Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

DISCUSSION:

On December 6, 2011, City Council awarded a Professional Services Agreement to BakerNowicki for architectural services related to the design of a Metrolink Station Parking Structure in Old Town Placentia. BakerNowicki was tasked with the preparation of the improvement plans, construction documents and technical specifications, and a detailed

construction cost estimate. In August 2012, BakerNowicki completed the improvement plans and specifications to a 90% complete level before the project was put on hold.

On June 27, 2016, the OCTA approved a Cooperative Agreement with the City and a financing plan to construct a new Metrolink Station and Parking Structure (the "Project") in Old Town Placentia. Included on this Council agenda, is a separate agenda item for the Cooperative Agreement between the City of Placentia and OCTA formalizing the partnership between both agencies to construct the Project. Assuming the Project is moving forward, BakerNowicki will need to complete the improvement plans and technical specifications for the parking structure to a 100% complete level.

As part of this effort, the design team will need to review the plans and specifications to ensure compliance with current building, electrical and plumbing codes since more than four (4) years have passed since the plans were first developed. In addition, the design team will need to coordinate power access with Southern California Edison as part of an effort to underground existing overhead utility lines at the project site. Lastly, the existing plan set will be modified to provide plans for structural support and conduits to support solar photovoltaic panels to be installed on the top level of the structure as a future add-on project. The BakerNowicki proposal also includes construction support services to be provided during the pre-bid and construction phases of the project. BakerNowicki is prepared to proceed with the completion of the improvement plans and construction documents for the planned Metrolink Station Parking Structure upon receipt of a Notice to Proceed from the City.

FISCAL IMPACT:

A total of \$810,000 in Measure M Funds has been budgeted in the Fiscal Year 2016-17 CIP Budget for Metrolink Station and Parking Structure related project costs. Sufficient funds exist for the recommended action.

Prepared by:

Reviewed and approved:

Luis Estevez
Acting Public Works Director

Lawrence P. Schroeder
Interim Chief Financial Officer

Reviewed and approved:

Damien R. Arrula
City Administrator

Attachment:

Professional Services Agreement

**CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH BAKERNOWICKI DESIGN STUDIO**

THIS AGREEMENT is made and entered into this 12th day of July, 2016 (“Effective Date”), by and between the CITY OF PLACENTIA, a municipal corporation (“City”), and BAKERNOWICKI DESIGN STUDIO, LLP, a California limited liability partnership (“Consultant”).

WITNESSETH:

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

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

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

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

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

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

1.4. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant 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 in accordance with the fee schedule set forth in Exhibit "A". Consultant's total compensation shall not exceed Two Hundred Seventeen Thousand, Nine Hundred Dollars (\$217,900.00).

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

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

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

3.0. TIME OF PERFORMANCE

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

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of three years, ending on July 11, 2019, 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 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 before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the consultant to comply with this section.

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

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

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

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

the insurer's liability.

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

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

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

6.0. GENERAL PROVISIONS

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

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

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

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

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

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or if mailed, shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall

be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:

BakerNowicki Design Studio
731 Ninth Avenue
Suite A
San Diego, CA 92101

Tel: 619-795-2405

Attn: Richard Nowicki, AIA, Partner

IF TO CITY:

City of Placentia
401 E. Chapman
Placentia, CA 92870

Tel: 714-993-8120

Fax: 714-528-4640

Attn: Luis Estevez

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

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

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

6.8. Indemnification and Hold Harmless. Consultant agrees to indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees from claims arising out of the negligent acts, willfull misconduct, recklessness, and errors or omissions of the Consultant, his subcontractors, or employees in the performance of responsibilities pursuant to this Agreement.

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

Jeremy Yamaguchi
Mayor

Date: _____

ATTEST:

Patrick J. Melia
City Clerk and ex-officio Clerk
of the City of Placentia

CONSULTANT

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

Christian Bettenhausen
City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Steven D. Pischel
Director of Administrative Services

Date: _____

APPROVED AS TO CONTENT:

Luis Estevez
Project Manager

Date: _____

DEPARTMENTAL APPROVAL

Sandra J. Gonzalez
Director of Community Services

Date: _____

EXHIBIT A
CONSULTANT'S PROPOSAL

EXHIBIT B
CERTIFICATES OF INSURANCE

May 13, 2016

Luis Estevez
Public Works Manager
City of Placentia
401 East Chapman Avenue
Placentia, CA 92870

RE: City of Placentia Parking Structure Update Design for Approval
BNds#: 15034-00

Dear Mr. Estevez,

On behalf of the BakerNowicki Design Studio, we are pleased to offer our proposal for Architectural Services related to the parking structure On Melrose Avenue. The City of Placentia would like to complete the Parking Structure for which design was begun in 2011 and suspended in 2013 (BNds #11006-00). Upon the request of the City, we have prepared this proposal for Architectural and Engineering services for the Parking Structure adjacent to the proposed OCTA Metrolink Station.

SCOPE OF WORK

At the time of suspension the project was in the approval process. Documents had been submitted to the City of Placentia and some level of review was conducted although not completed. At this time the City's request is for services related to updating to reflect current codes requirements and the subsequent submittal of documents for City Review through Approval. There are no proposed design changes contemplated other than the updated systems and analyses noted below.

SCOPE OF SERVICES

CONSTRUCTION DOCUMENTS

- Recompile all documents and digital models.
- Conduct review of all plans for compliance with City requirements.
- Structural Engineering to revise design to meet current Seismic requirements.
- Electrical System revisions to comply with latest T24 requirements.
- Coordinate Power Access with SCE undergrounding of existing power-poles.
- Provide Conduit and layout for future PV system.
- Documents shall describe the work to be done including: structural, mechanical, plumbing, electrical and civil engineering.

- Prepare Project Specifications fully coordinated with Construction drawings.
- Prepare updated Cost Estimate including revised building systems.
- Prepare Water Quality Management Plan.
- Revisions to Storm Water system (BMP's) or impacts of WQMP.

AGENCY/ PERMITTING

- Identify all agencies having jurisdiction over project.
- Conform design documents, drawings and specifications to applicable requirements.
- Use best professional efforts to interpret and apply ADA requirements under current ADA requirements.
- Submit and Obtain approval for project drawings and specifications from City of Placentia.
- Make all revisions to documents necessary to obtain approvals so long as such revisions are not in conflict with other agencies, prior City approvals or directions.

CONSTRUCTION ADMINISTRATION

- Assist City and CM with bidding of the work.
- Conduct pre-construction conference
- Provide construction administration services
- Attend job-site meetings as required
- Prepare document clarifications, change requests, change orders, etc.
- Review contractor payment applications
- Prepare preliminary punch-list

EXCLUSIONS/ OWNER PROVIDED ITEMS

- Owner will provide site boundary survey and record documents with existing improvements for the subject property.
- Owner will provide an updated geotechnical report for the subject property.
- Design revisions of the current design not associated with code updates as noted.

FEES

For the above stated services, BNds proposes the following fees:

• Construction Documents	\$ 107,650.00
• Agency Permitting	\$ 27,500.00
• <u>Construction Administration</u>	<u>\$ 80,750.00</u>
TOTAL	\$ 217,900.00

Fees will be invoiced on a monthly basis according to the progress of the work. Invoices are due and payable upon receipt. These fees are good for three (3) months from the date of this proposal.

HOURLY RATES AND REIMBURSABLES

Reimbursable Expenses are in addition to compensation for basic and additional services and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the Project. We propose an initial allowance for reimbursable items be set at \$4,000. Such expenses are identified in the following clauses and will be reimbursed to the Architect by the City of Placentia at 1.15 times actual cost.

- Expense of reproduction, postage and handling of drawings, specifications and other documents for agency approvals, construction and bidding.
- Expense of additional insurance coverage or limits, including professional liability insurance, requested by the Owner and normally carried by the Architect and Architect's consultants.
- Additional services requested by the Owner will be based on our current hourly rates and negotiated at the time of occurrence.

We hope that this proposal is satisfactory to your needs and would be pleased to answer any questions that you may have. We are truly grateful for the opportunity to be of continued service to the City of Placentia. Please contact us at your convenience if you have any questions regarding this proposal.

Sincerely,

On behalf of the City of Placentia

By: _____

Richard Nowicki, AIA
Partner, CA. Lic. C-28042
REN:klm

Title

Hourly Rate Schedule

Effective January 1, 2016

Job Title	Hourly Rate
Partner	\$ 225.00
Principal	\$ 175.00
Construction Administrator	\$ 125.00
Project Designer	\$ 125.00
Project Architect	\$ 125.00
Project Manager	\$ 125.00
Job Captain	\$ 100.00
Senior Draftsperson	\$ 100.00
Draftsperson	\$ 75.00
Clerical	\$ 70.00
Design Assistant	\$ 60.00

Note: Rates are subject to change 1/1/2017.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/31/2016

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 Dealey Renton and Associates Lic. #0020739 P.O. Box 10550 Santa Ana CA 92711-0550	CONTACT NAME: PHONE (A/C, No, Ext): 714 427-6810 E-MAIL ADDRESS:	FAX (A/C, No): 714 427-6818	
	INSURER(S) AFFORDING COVERAGE		
INSURED BAKERNOWI BakerNowicki design studio LLP 731 Ninth Ave. San Diego CA 92101	INSURER A: Travelers Property Casualty Co of A		NAIC # 25674
	INSURER B: Travelers Indemnity Co. of Connecti		25682
	INSURER C: Wesco Insurance Co.		25011
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 1404225151

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual, BFPD <input checked="" type="checkbox"/> XCU, Indep Contr. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	6806146X165	3/30/2016	3/30/2017	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
B	<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	Y		BA6207X685	3/30/2016	3/30/2017	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUP6209X052	3/30/2016	3/30/2017	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	UB3679T137	3/30/2016	3/30/2017	<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	Professional Liability Claims Made			ARA111983102	3/30/2016	3/30/2017	\$2,000,000 per Claim \$4,000,000 Ann. Aggre

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

General Liability policy excludes claims arising out of the performance of professional services. Umbrella Following Form Excludes Professional Liability.
Re: BNds Project #15034-00 - City of Placentia Parking Structure, The City of Placentia, its elected and appointed boards, officers, officials, employees, agents and volunteers are named as additional insureds as respects general and hired/non-owned auto liability for claims arising from the operations of the named insured as required per written contract or agreement. Coverage afforded the additional insured is primary and non-contributory as respects to general liability coverage. Insurance coverage includes waiver of subrogation per the attached endorsement(s).

CERTIFICATE HOLDER

CANCELLATION 30 Days notice/10 Days nonpay

City of Placentia Attn: Luis Estevez; Public Works Manager 401 East Chapman Avenue Placentia CA 92870	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

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

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

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

Endorsement Effective: 5/31/2016	Countersigned By:
Named Insured: BakerNowicki design studio LLP	 (Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s): Re: BNds Project #15034-00 - City of Placentia Parking Structure, The City of Placentia, its elected and appointed boards, officers, officials, employees, agents and volunteers.
--

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

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76(00) — 001

POLICY NUMBER: UB3679T137

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT CALIFORNIA
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

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

The additional premium for this endorsement shall be 3.00 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

**ALL PERSONS OR ORGANIZATIONS
THAT REQUIRES YOU TO OBTAIN
EXECUTED THE CONTRACT BEFORE**

Job Description

**THAT ARE PARTIE TO A CONTRACT
THIS AGREEMENT, PROVIDED YOU
THE LOSS.**

DATE OF ISSUE: 5/31/2016

ST ASSIGN: CA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

BLANKET ADDITIONAL INSURED (ARCHITECT, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to WHO IS AN INSURED (SECTION II):

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of 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 "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

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

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage

Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF INSURANCE (Section III)** for this Coverage Part.

B. the following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Sections IV):

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

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

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

C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

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 injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these

COMMERCIAL GENERAL LIABILITY

rights only where you have agreed to do so as part of the “contract or agreement requiring insurance” with such person or organization entered into by you before, and in effect when, the “bodily injury” or “property damage” occurs, or the “personal injury” offense is committed.

D. The following definition is added to **DEFINITIONS (Section V)**:

“Contract or agreement requiring insurance” means that part of any contract or agreement under which you are required to include a person

or organization as an additional insured on this Coverage Part, provided that the “bodily injury” and “property damage” occurs, and the “personal injury” is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.



Placentia City Council

AGENDA REPORT

TO: CITY COUNCIL

VIA: CITY ADMINISTRATOR

FROM: ACTING DIRECTOR OF PUBLIC WORKS

DATE: JULY 12, 2016

SUBJECT: **PROFESSIONAL SERVICES AGREEMENT WITH NELSON\NYGAARD FOR METROLINK STATION PARKING MANAGEMENT PLAN**

FISCAL
IMPACT: EXPENSE: \$49,321 NOT-TO-EXCEED
BUDGETED: \$50,000 FISCAL YEAR 2016-17 CAPITAL IMPROVEMENT
PROGRAM (CIP) BUDGET (GENERAL FUND)

SUMMARY:

Per the Cooperative Agreement between the City and Orange County Transportation Authority (OCTA) for the proposed Old Town Metrolink Station and Parking Structure, the City is required to prepare and implement a Parking Management Plan for the Parking Structure. The proposed Professional Services Agreement with Nelson\Nygaard Consulting Associates, Inc. (Nelson\Nygaard) will produce a formal Parking Management Plan that will guide the City in managing this parking resource to ensure the structure fulfills its obligation to serve commuter rail traffic as well as identify potential joint uses to support the local community. Sufficient funds have been budgeted for this project in the Fiscal Year 2016-17 CIP Budget. With the approval of the OCTA Cooperative Agreement, a Professional Services Agreement with Nelson\Nygaard is presented for Council consideration to complete the Parking Management Plan as required by the OCTA Agreement.

RECOMMENDATION:

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

1. Approve the Professional Services Agreement with Nelson\Nygaard Consulting Associates, Inc. to prepare a Parking Management Plan for the Metrolink Station Parking Structure; and
2. Authorize the City Administrator to execute the necessary documents, in a form approved by the City Attorney.

DISCUSSION:

On June 27, 2016, OCTA approved a Cooperative Agreement with the City and a financing plan to construct a new Metrolink Station and Parking Structure (the "Project") in Old Town Placentia.

Included on this Council agenda, is a separate agenda report for the Cooperative Agreement between the City of Placentia and OCTA formalizing the partnership between both agencies to construct the Project. Once completed, the City will own, maintain and manage the parking structure. One of the City's obligations outlined in the Cooperative Agreement is the preparation and implementation of a Parking Management Plan (Plan) for the new parking structure and associated surface parking lots.

The primary objective of the proposed Plan is to outline how the parking structure and associated surface parking lots are to be managed to ensure the operations of these parking resources fulfill the primary purpose of serving rail transit commuters. In addition, the proposed Plan will also identify reasonable joint uses of the structure to support local Old Town businesses and customers and support future business development within this area. Furthermore, the Plan will provide the City with guidance for operations, maintenance, pricing methodologies, and other operational decisions in managing the structure to ensure consistency with best practices for managing public parking structures.

Nelson\Nygaard has previously worked for the City by completing a parking-in-lieu fee study as well as providing recommendations for parking management in the Old Town area. As such, Nelson\Nygaard is very familiar with the unique parking issues found in Old Town and that knowledge of those existing issues would be applied to the development of a Plan for a parking structure to be built in Old Town. Additionally, Nelson\Nygaard is experienced in preparing similar studies and parking management plans for regional transit agencies in California. Accordingly, staff recommends the City Council award a Professional Services Agreement to Nelson\Nygaard to prepare a Parking Management Plan for the Old Town Metrolink parking structure.

FISCAL IMPACT:

A total of \$50,000 in General Fund revenue has been budgeted in the Fiscal Year 2016-17 CIP Budget for this project. Sufficient funds exist for the recommended action.

Prepared by:

Reviewed and approved:

Luis Estevez
Acting Director of Public Works

Lawrence P. Schroeder
Interim Chief Financial Officer

Reviewed and approved:

Damien R. Arrula
City Administrator

Attachment:

Professional Services Agreement

**CITY OF PLACENTIA
PROFESSIONAL SERVICES AGREEMENT
WITH NELSON\NYGAARD CONSULTING ASSOCIATES**

THIS AGREEMENT is made and entered into this 12th day of July, 2016 ("Effective Date"), by and between the CITY OF PLACENTIA, a municipal corporation ("City"), and NELSON NYGAARD CONSULTING ASSOCIATES, INC., a California corporation ("Consultant").

WITNESSETH:

A. WHEREAS, City proposes to utilize the services of Consultant as an independent contractor to provide consulting services related to the preparation of the Metrolink Station Parking Management Plan, as more fully described herein; and

B. WHEREAS, Consultant represents that, to the extent such expertise is required to perform the professional services that are the subject of this agreement, it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

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

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

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

1.0. SERVICES PROVIDED BY CONSULTANT

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

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

1.3. Performance to Satisfaction of City. Consultant agrees to perform all the work to the complete satisfaction of the City and within the timeframe 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 if such work fell below the professional standard of care for the industry; 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 in accordance with the fee schedule set forth in Exhibit "A". Consultant's total compensation shall not exceed Forty-Nine Thousand, Three Hundred Twenty-One Dollars (\$ 49,321.00).

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

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

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

3.0. TIME OF PERFORMANCE

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

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

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of twelve months, ending on July 11, 2017, 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. Coverage shall be endorsed to include contractual liability
- (b) Business automobile liability for any company 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 accident 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 liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. . 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.

5.1.1 Notice Regarding Insurance Coverage: Consultant shall provide immediate written notice to City if (1) any of the required insurance policies is terminated; (2) the limits of any of the required polices are reduced; (3) or the deductible or self insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Consultant shall forthwith obtain and submit proof of substitute insurance. Should Consultant fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Consultant's sole cost and expense.

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) 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."
- (c) 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.
- (d) 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. 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. Consultant shall pay any and all deductibles or self insurance retentions for insurance claims filed by either City and/or Consultant that arise out of this Agreement and the services of Consultant.

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 "B" and incorporated herein by this reference.

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

6.0. GENERAL PROVISIONS

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

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

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

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

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

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:

Nelson\Nygaard
Consulting Associates, Inc.
116 New Montgomery Street, Suite
500

San Francisco, CA 94105
Tel: 415-2584-1544
Attn: Paul Jewel

IF TO CITY:

City of Placentia
401 E. Chapman
Placentia, CA 92870

Tel: 714-993-8120
Attn: Luis Estevez

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

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

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

6.8. Indemnification and Hold Harmless. Consultant agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Consultant's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings 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, preliminary notes, working documents, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant

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

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

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

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

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

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision

shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, 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

Damien R. Arrula
City Administrator

Date: _____

ATTEST:

Patrick J. Melia
City Clerk and ex-officio Clerk
of the City of Placentia

CONSULTANT

Signature

Date: _____

Name and Title

Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

Christian Bettanhausen
City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Stephen D. Pischel
Risk Management

Date: _____

APPROVED AS TO CONTENT:

Luis Estevez
Project Manager

Date: _____

DEPARTMENTAL APPROVAL

Luis Estevez
Acting Director of Public Works

Date: _____

EXHIBIT A
CONSULTANT'S PROPOSAL

EXHIBIT B
CERTIFICATES OF INSURANCE



June 14, 2016

City of Placentia
Attention: Luis Estevez

RE: Metrolink Station Parking Management Study

Dear Mr. Estevez,

On behalf of Nelson\Nygaard Consulting Associates, Inc., I am pleased to submit this proposal to the City of Placentia for a Metrolink Station Parking Management Study. We are excited about the possibility of working with the City of Placentia and are committed to the success of the new Metrolink station and this parking plan.

Nelson\Nygaard is a truly multimodal transportation consulting firm, with deep expertise in the multiple facets of planning required to deliver this project. Our transit sector conducts a full range of transit planning services, including feasibility and fare studies, corridor studies, new services and facilities, and redesign services for all transit system typologies. Our parking practice focuses on designing regulations, pricing strategies, shared parking arrangements, governance systems, technology selection criteria, and travel demand management strategies that recognize the interrelated design and management attributes of parking policies and systems.

We have considered the needs of Placentia and have assembled a team that combines national expertise with local knowledge to complete the study. Key team members are introduced below:

David Fields will serve as Principal-in-Charge, providing expertise on station area planning. David has nearly 20 years of planning experience as both a consultant and public sector employee. David's work focuses on transportation planning that supports communities' long-term goals including policy (transit oriented development, parking management, and transportation demand management), implementation of multiple modes, parking and park-and-ride facilities. **Lauren Mattern**, a national leader in parking management, will serve as project manager. With more than eight years of city and transportation planning experience, Lauren leads the firm's Southern California Parking and Transportation Demand Management practice from our Los Angeles office, focusing on data-driven decision making, community involvement, and parking solutions that connect transportation projects with broader city goals. With more than a decade of combined planning experience on transit and parking projects, **Zachary Zabel** will serve as Deputy Project Manager, **Hazel Scher** will serve as Transit Planner, and **Ezra Pincus-Roth** and **Roger Pardo** will serve as Project Planners.

We hope you will recognize the strengths of our proposal, staff capabilities, and firm experience as indications of our capacity to carry out this important project. Our proposal will remain in effect for at least ninety (90) days from the date of submittal, May 12, 2016. If we can provide any additional information about our firm or this proposal, please do not hesitate to contact Lauren Mattern at lmattern@nelsonnygaard.com or 213-694-4448, or me at pjewel@nelsonnygaard.com or 415-281-6905. I am authorized to negotiate with the City of Placentia in connection with this effort.

Sincerely,

A handwritten signature in blue ink that reads "Paul Jewel". The signature is written in a cursive, flowing style.

Paul Jewel
President and CEO

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Metrolink Station Parking Management Study



Submitted by
Nelson\Nygaard Consulting Associates
706 South Hill Street, Suite 1200, Los Angeles, CA 90014
Choose an item.

CONTACT: Lauren Mattern **TITLE:** Senior Associate
EMAIL: lmattern@nelsonnygaard.com

INTRODUCTION

A DIFFERENT KIND OF TRANSPORTATION FIRM

Nelson\Nygaard Consulting Associates, Inc. is an internationally recognized firm committed to developing transportation systems that promote vibrant, sustainable, and accessible communities. Founded by two women in 1987, Nelson\Nygaard has grown from its roots in transit planning to a 130-person, full-service transportation firm with offices across the United States.

In keeping with the values set by our founders, Nelson\Nygaard puts people first. We recognize that transportation is not an end by itself but a platform for achieving broader community goals of mobility, equity, economic development, and healthy living. Our hands-on, national experience informs but doesn't dictate local solutions. Built on consensus and a multimodal approach, our plans are renowned as practical and implementable.

Nelson\Nygaard specializes in:



TRANSIT SYSTEMS
Feasibility and fare studies, corridor studies, new services and facilities, redesign services for bus rapid transit, streetcar, rail, bus, and ferry



MULTIMODAL NETWORKS
Complete streets, downtown and regional mobility, transit-oriented development, transportation demand management, healthy communities



PARATRANSIT AND MOBILITY MANAGEMENT
Human services coordination, paratransit and rural transportation plans, mobility manager training, accessibility evaluations



CAMPUS ACCESS
Commute and trip reduction, employee and student incentives, marketing campaigns, financial analyses for universities, tech companies, and hospitals



WALKING AND BICYCLING
Facilities and network design, bike sharing, safe routes to school and transit, calmed streets, walk audits



TAXI AND ON-DEMAND SERVICES
Regulations, entry control, rate setting for taxi, livery, peer-to-peer, and private-for-hire



PARKING MANAGEMENT
Regulations, pricing strategies, shared parking, governance, technology selection, travel demand management



TRAFFIC ANALYSIS
Road diets and traffic calming, traffic impact simulation, trip reduction, greenhouse gas analysis, climate action plans

QUALIFICATIONS, RELATED EXPERIENCE AND REFERENCES

TCRP TRANSIT SUPPORTIVE PARKING POLICIES AND PROGRAMS

2014-2016

Client: Transportation Research Board, Washington, D.C.
Contact: Don Tippman, 202-334-2298, dtippman@nas.edu

Parking is widely recognized as an important factor influencing transit access and ridership. As transit agencies work to attract customers, parking policies—in particular parking pricing—play a potentially critical role in transit agency decision making. An increasing number of transit agencies have begun to think carefully about how their parking policies encourage or discourage transit usage and to efficiently use resources consumed for parking.



Nelson\Nygaard was selected by the Transportation Research Board, as part of the Transit Cooperative Research Program, to conduct a synthesis study on the current state of transit supportive parking policies and programs. This synthesis documented transit agency parking policies and parking management at transit stations using three primary resources: a scan of current research on transit-supportive parking policies, an original survey distributed to a sample of transit agencies, and several brief agency profiles based on interviews and existing available data.

The primary finding of this synthesis was that there is limited existing research that documents the impact of parking policies on transit ridership. Within the existing literature, there are inconsistent findings regarding which parking policies support and promote the use of transit. The literature, survey, and agency profiles also revealed that, overall, providing parking at stations is not as important to agencies as factors such as providing passenger amenities and operational efficiency. However, research shows that agencies spend substantial resources constructing, maintaining, and operating parking supplies. On average, parking is oversupplied by 65%, and 78% of respondents indicated that they had excess parking supply. Meanwhile, three-quarters of those respondents have plans to build yet more parking.

For transit agencies seeking to attract customers and meet the growing transit demand, this study identifies more efficient and cost-effective solutions than building more parking. More research, however, needs to be done to measure the impact of various parking policies in different station contexts and by transit service types, in order to identify the most effective parking policies and programs to support transit ridership, and to discern the most appropriate use of funding sources that could optimize access management and existing parking resources.

BAY AREA RAPID TRANSIT (BART)

2007-ONGOING

Client: Bay Area Rapid Transit (BART)

Contact: Val Menotti, Deputy Planning Manager, 510-287-4794, vmenotti@bart.gov



Nelson\Nygaard is currently leading an ongoing, \$8 million as-needed planning contract for BART, along with a team of 30 subconsultants. Nelson\Nygaard and its urban design subconsultants developed a comprehensive set of guidelines and standards for BART's stations — the first in its 30-year history. The resulting report, BART Station Access and Transit Oriented Development Guidelines, addressed everything from the ridership thresholds necessary to justify an extension, to bicycle access guidelines to priorities for allocating curb space at a station entrance.

The firm also led the planning effort for the BART I-580 Extension Corridor Study, the largest single system expansion project since BART opened in 1972. The project covers 56 miles in three counties, including the I-680 Corridor from Walnut Creek to Dublin/ Pleasanton and the I-580 Corridor from Dublin/ Pleasanton to Livermore and over the Altamont Pass into Tracy. Rather than using traditional BART technology, the project focuses on Bus Rapid Transit and Rapid Bus solutions better suited to this multi-centered, low density subregion.

Pulling together 15 years' worth of existing technical work for the pivotal Balboa Park Station, Nelson\Nygaard developed a comprehensive plan that helped board members, community members, and engineers understand and prioritize the station's infrastructure needs. The plan benefited from Nelson\Nygaard's work with the City of San Francisco in writing the specific plan for future development in the surrounding station area. Separate from the continuing as-needed contract, Nelson\Nygaard has also worked with urban designers to develop comprehensive station area plans for Pleasant Hill, South Hayward, and

Glen Park, along with more generic plans that addressed issues around several other stations. In the case of Pleasant Hill, Nelson\Nygaard played a lead role in the 2001 charrette process for the replacement of all of BART's surface parking with a major mixed use development, broke ground in 2005.

TRANSLINK TRANSIT ORIENTED COMMUNITIES DESIGN GUIDELINES

2011

Client: Translink

Contact: Joanne Proft, Project Manager, 604-453-3087, joanne.porft@translink.ca



Transit-oriented communities are places that, by their design, allow people to drive less and walk, cycle, and take transit more. In practice, this means they concentrate higher-density, mixed-use development around frequent transit stops and stations. They also provide well-connected and well-designed networks of streets, creating walking- and cycling-friendly communities. Transit-oriented communities also make it possible to operate efficient, cost effective transit service.

To further the development of more transit-oriented communities in Metro Vancouver, TransLink worked with regional stakeholders to develop guidance for community planning in the areas surrounding transit stations, exchanges, and stops. These guidelines are a tool and a resource to aid in the development of transit-oriented land use plans, projects, streetscapes, and transportation network designs, with a focus on those attributes of community design that most strongly influence travel behavior. The Transit-Oriented Communities Guidelines serve as a companion to TransLink's Transit Passenger Facility Design Guidelines. Nelson\Nygaard served as the principal authors of these guidelines, collaborating with Steer Davis Gleave and TransLink staff. Building on our work helping to write the Transit Passenger Facility Design Guidelines, feedback from stakeholder workshops, and deep experience in planning for transit-oriented communities in Metro Vancouver and across North America, Nelson\Nygaard crafted the guidelines to communicate clearly with a range of audiences, from City staff to developers and ordinary citizens. The guidelines reflect the rich research literature from the transportation field, showing how community design can influence travel behavior and create livable, sustainable, and resilient places.

This project received the 2013 Award of Merit, Planning Publications, from the Canadian Institute of Planners.

BART STATION AREA DEVELOPMENT PLAN

2001-2002, 2004-2005

Client: Contra Costa County

Contact: Jim Kennedy, Director, 925-335-1255, jkennedy@cd.co.contra-costa.ca.us



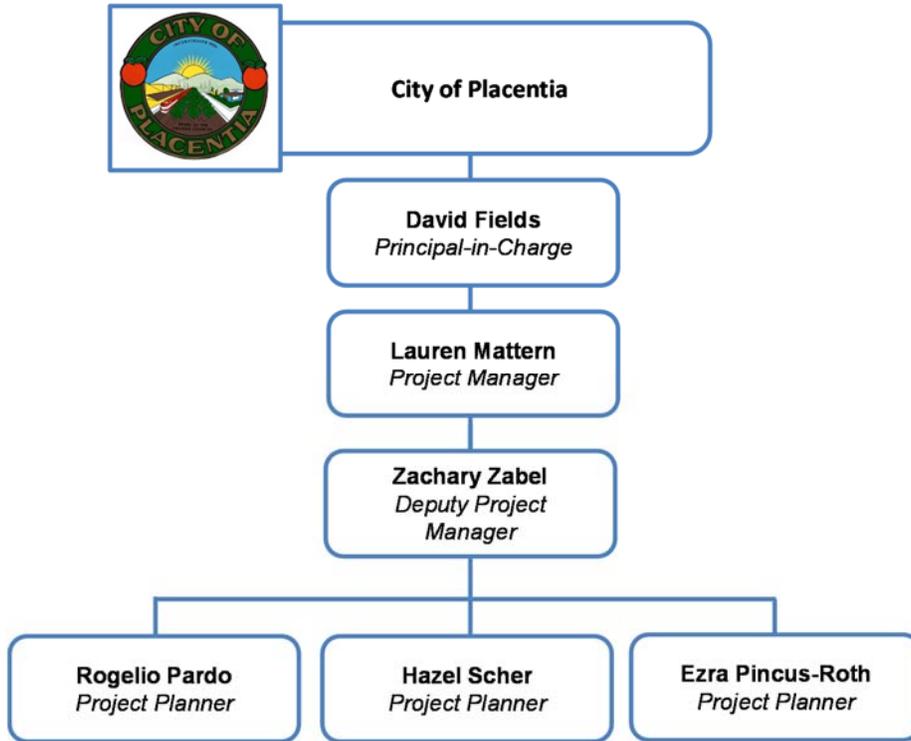
Despite two decades of planning efforts that have been chronicled in many publications about transit-oriented development (TOD), the Pleasant Hill BART Station area remained dominated by surface parking until early 2005. Among the obstacles to the site's development was community resistance to proposed land uses. Working for the Contra Costa Redevelopment Agency, Lennertz-Coyle Architects and developer, Millenium Partners, Nelson\Nygaard led the transportation planning work for the final, successful charrette process that secured near-unanimous community support for the project. In addition to addressing the need to replace 18 acres of BART's surface parking, the project had to incorporate over 15 bus bays, resolve complicated bicycle and pedestrian access issues and enable sufficient new development to pay for most of the infrastructure improvements.

Finally, after an intensive community charrette process that attracted over 500 citizens, the local community resoundingly endorsed the consultant team's New Urbanist Development Plan and Form-Based Code.

Nelson\Nygaard then worked with the project's developer and McLarand Vasquez Emsiek Architects on the design development and construction documents, along with the approval process. The final development approval was completed at the county planning commission on the consent calendar in May 2005 with no opposition—something unheard of.

Groundbreaking took place in July 2005.

PROPOSED STAFFING AND PROJECT ORGANIZATION



David Fields, AICP | Principal-in-Charge



David Fields has 17 years of transportation planning experience as both a consultant and public sector employee, and is the Principal-In-Charge of Nelson\Nygaard's New York City office. David's work focuses on transportation planning that supports communities' long-term goals, including multiple modes (heavy rail, light rail, and on-street bus services); parking and park-and-ride facilities; policy (transit-oriented development, Parking Management, and Transportation Demand Management); and environmental review. He is the Chair of the American Planning Association's Transportation Planning Division.

Lauren Mattern | Project Manager



Lauren Mattern brings over eight years of city and transportation planning experience, with a focus on parking, transportation demand management, and multimodal planning. She has strong expertise with data-driven decision making, agile project management, and public sector communications strategies. Before joining Nelson\Nygaard, Lauren served as Manager of Parking Policy and Technology at the San Francisco Municipal Transportation Agency, where she oversaw the innovative *SFPark* program and related parking policy efforts. She led pricing policy projects using new technology and coordinating with a variety of technical experts and public officials. Lauren connects transportation projects with broader city goals, such as public health, leading both technical projects and conceptual policy development. Her rich municipal experience implementing technically challenging projects allows her to build projects that are both forward-thinking and highly implementable.

Zach Zabel | DPM



Zachary Zabel specializes in parking policy, transit service planning, and Transportation Demand Management (TDM) programs. Zachary has experience working on local and regional transportation projects throughout the United States and has developed extensive design guidelines for new town developments in China. In addition to his professional experience, Zachary has applied his background in research and urban planning on a multitude of academic international development projects across the globe.

Roger Pardo | Project Planner



Rogelio has over three years of experience in transportation planning in the non-profit, public, and private sectors. Working in the Los Angeles area, he has a background focused on transit planning and multimodal transportation planning efforts. Rogelio combines skills in data analysis and GIS with stakeholder and community outreach experience to address projects in a holistic and equitable manner. He is a native Spanish speaker and has conducted provided translation services for outreach materials and bilingual support for community outreach efforts.

Ezra Pincus-Roth | Project Planner



With nationwide experience in municipal and regional policymaking, Ezra Pincus-Roth channels a passion for providing safe and effective transportation options for all people. His expertise is rooted in interpreting government accessibility standards and transit-oriented planning practices. His experience covers many facets of transportation planning, including parking studies for universities, accessible bus stop designs, and mobility management studies for state and county governments.

Previously, Ezra worked as a management and budget analyst for the New York City Parks Department, a consultant for the San Francisco Foundation, and a research fellow for Reconnecting America.

Hazel Scher | Project Planner



Hazel Scher is based in our Los Angeles office and specializes in transit multimodal planning. Her depth of experience in transit planning includes comprehensive operational analyses, long range transit visioning, evaluation and development of performance metrics for transit agencies. In addition to technical expertise, Hazel brings a passion for visual communication to the transit planning process, seeking to engage and educate stakeholders and the public through project branding and elegant translations of technical data into accessible information for the lay-person.

PROJECT UNDERSTANDING

Planned to begin construction in late 2017, the Placentia Station will be Metrolink's 13th commuter rail station in Orange County and will be served by the 91 Line that extends to Riverside, Fullerton, and downtown Los Angeles. The station will be conveniently located at Melrose Avenue and Crowther Avenue adjacent to the city's central business district, often referred to as Old Town Placentia or Placita Santa Fe, providing links to downtown neighborhoods, businesses, and Cal State Fullerton. Highlights of the proposed station design include bicycle parking and lockers, a pedestrian bridge connecting the platforms, shaded waiting areas with benches, an information kiosk and automated ticket vending machines (TVMs), enhanced security features, and parking for 300 vehicles.

Previous experience in the study area, including Nelson\Nygaard's recently completed Parking In-Lieu Fee Study and Conceptual Parking Management Recommendations for downtown Placentia, prepared in anticipation of the new station, will help to inform our efforts. At present, on-street and off-street supply within the study area is adequate for accommodating existing demand. However, the construction of a new Metrolink station, future transit-oriented developments, and issues associated with increasing residential demand for on-street parking will create parking challenges. Within this context, the City should further develop and refine its parking management policies to ensure that it can meet increased future demand while benefitting from an increase in visitors and access attributed to the new station.

The primary focus for the study will be the off-street parking associated with the station, which includes a parking structure and two surface lots. In alignment with previous downtown parking planning work, Nelson \ Nygaard will study options for how to make these off-street facilities available to the general public during off-peak hours. While this study will focus on the Metrolink parking supply, a broader area that includes Old Town will be considered the effective study boundary, so as to best integrate parking policies and maximize utilization of supply in the surrounding area.

Figure 1 Study Area



Metrolink Station Parking Management Study
City of Placentia

To better understand and plan for future parking needs, Nelson\Nygaard has developed the following scope to develop a parking management study. The Nelson\Nygaard team is uniquely qualified to undertake an in depth analysis of existing parking supply and conditions while accurately understanding how to readjust parking management policies and requirements going forward. We will create a station parking plan that is reflective of Placentia's goals for its downtown as well as transit system-wide access goals.

A detailed proposed work plan is provided in the following section.

SCOPE OF WORK

TASK 1 KICKOFF AND COORDINATION

1.1 Project Coordination

The project manager will provide day-to-day management and oversight of the project. Relying on Nelson\Nygaard's project management handbook, The City of Placentia ("City") is assured a quality product including adherence to the Scope of Work (or mutually agreed revisions to the scope), regular project communications or phone meetings, and high quality project deliverables.

1.2 Kickoff Meeting

Nelson\Nygaard will lead a kickoff meeting with the project team and relevant stakeholders to confirm project goals and refine the proposed work plan and schedule. The kickoff meeting will also provide our team with the opportunity to understand the history of parking management within the study area and identified station access issues with the proposed project. At minimum, we will seek to identify:

- Who are the key stakeholders?
- What are the stakeholders' current visions for station access and parking management?
- What are the goals for the station and parking management within the study area?
- What are the strengths of the proposed station? What specific aspects need improvement or revision for the context of Placentia and the surrounding parking system?
- How would the team define project success?

The team will use this meeting to confirm project goals, needs, schedule, and process, to ensure all the contributors share a clear understanding of overall project.

1.3 Outreach Meetings

Nelson\Nygaard will present the findings of the report at two meetings: a Council subcommittee and a Community Meeting. The client will organize times, locations, and materials for the meetings.

Meeting: Kickoff, Council Subcommittee, Community Meeting

Deliverable: Identify Project Goals and Confirm Finalized Scope, Schedule, and Budget

TASK 2 REVIEW AND ANALYZE PLANS & DATA

2.1 Review of Existing Plans, Studies, and Policies

Nelson\Nygaard will compile, process, and review available data to help the team create a clear and concise understanding of how passenger access has been planned for, designed, recommended, and implemented by Metrolink in conjunction with the OCTA. This review will include station design plans and studies, ridership estimates and adopted policies, and existing parking supply, utilization, and policies that pertain to the study area. In addition, we will also

review national studies that seek to better understand the relationship between parking management and successful station access.

The purpose of this task is to undertake a review and analysis of existing parking conditions and station design to identify likely rider types, potential parking issues, and opportunities for policy recommendations.

2.2 Estimate Future Parking Demand

Nelson\Nygaard will evaluate the parking generation of the station area to determine the sufficiency of the proposed parking supply and to identify opportunities for parking management measures. Utilizing a case study approach of comparable developments, adjusted for potential TDM measures, etc., Nelson\Nygaard will determine the baseline and possible parking demand if all feasible trip-reduction measures are implemented.

TASK 3 BEST PRACTICES ASSESSMENT

3.1 Review of Best Practices

Successful precedents are often the most compelling reasons to engage in transformations small and large. Our team is especially aware of the need to present compelling proof that comprehensive parking management improves station access and mitigates concerns of constrained supply and spillover. For this task, we will prepare best practices profiles of parking management at comparable transit centers. Due to the generally pleasant and mild year-round climate that Southern California affords its residents and visitors, we recommend focusing the review on systems that share similar natural environment characteristics to Orange County. Our best practice review will include up to five U.S. examples, ideally from California and other west-coast markets that have a robust network of transit centers and park-and-rides. The exact study list will be confirmed with at the outset of the study, but for purposes of this proposal we have identified five candidates below:

- Orange Metrolink Parking Structure Parking Management Plan
- Fullerton Transportation Center Parking Structure Parking Management Plan
- Altamont Corridor Express (San Jose-Stockton)
- Caltrain (San Francisco Bay Area)
- Coaster (San Diego)

For each best practice profiled, we will include a broad assessment of how well the individual strategy may work in Orange County and the lessons learned from other markets.

Deliverable: Best Practices Memorandum

TASK 4 INITIAL STRATEGY DEVELOPMENT

4.1 Identify Parking Issues and Opportunities

Based on data collected as part of Task 2.1-2.2 and observations regarding existing parking facilities, wayfinding, and pedestrian linkages, the Nelson\Nygaard team will identify potential issues and opportunities regarding parking assets within the study area. This task will include analysis of current parking assets and their relation to key destinations, as well as an assessment of parking occupancy by time and location throughout the study area. In addition to assessing the current patterns of use, including identification of underutilized assets, Nelson\Nygaard will consider pedestrian linkages and transit linkages between existing and future parking assets and key destinations specifically including the downtown, Cal State Fullerton, and the station area. Consideration will be given to Placentia's downtown circulator planning as well as previous parking policy work in Old Town. We will also consider difficulties, ease and attractiveness of finding parking based on existing urban design, viewsheds (intrinsic wayfinding), signage, and parking wayfinding used to facilitate access to parking.

4.2 Produce Potential Strategy Matrix

Based on the findings of Task 4.1, Nelson\Nygaard will craft a matrix and selection criteria for potential parking management strategies for the new station. Strategies may include a range of possible items, such as communications and wayfinding, reserved spaces for various users such as carpoolers, pricing strategies, hours of enforcement, distance-based management detail, technology implementation, and other operational recommendations. These potential strategies will integrate effectively with the goals of the broader Old Town area.

4.3 Strategy Refinement

Nelson\Nygaard will submit a memorandum with a potential strategy matrix and selection criteria to the City for input and feedback. Once the client has had sufficient time to review, Nelson\Nygaard will participate in a meeting that aims to combine our expertise on the most effective strategies to achieve the priorities of the City and address concerns of the stakeholders.

As a result of this meeting, Nelson\Nygaard will refine the matrix of strategies for implementation in the Draft Parking Management Plan.

Meeting: Strategy Matrix Refinement

Deliverable: Potential Strategy Matrix and Selection Criteria Memorandum

TASK 5 RECOMMENDATIONS AND FINAL REPORT

5.1 Draft Parking Management Plan

A Draft Parking Management Plan will be prepared to submit to the City reporting the findings from the study. Based on our findings in previous tasks, Nelson\Nygaard, in consultation with the City and stakeholders, will identify strategies that are most supportive of the goals and vision for the station area. Recommendations will be summarized in an easy-to-understand manner that describe its strategy, rationale based on project analysis, key benefits, baseline cost estimates, and

Metrolink Station Parking Management Study
City of Placentia

other relevant information. The Plan will reflect the combined input of the City, OCTA, and Metrolink to ensure that the strategies are in line with a cohesive vision for local and regional transit serving Placentia.

5.2 Final Parking Management Plan

Following submittal of the Draft Plan, Nelson\Nygaard will provide the City with sufficient time to review and provide comments and suggested edits to the Plan. Upon reception of one (1) round of edits from the City, Nelson\Nygaard will amend the Draft Plan into a Final Parking Management Plan.

5.3 Present Findings - Optional

Nelson\Nygaard will make one (1) presentation to the City to review the findings of the study and present key recommendations.

Meeting: Presentation of Findings - Optional

Deliverable: Draft Parking Management Plan
Final Parking Management Plan

COST AND PRICE PROPOSAL

Task Description	Nelson\Nygaard Labor Costs							NN Labor Hours	NN Labor Cost	Total Direct Expenses	Total Costs
	David Fields	Lauren Mattern	Hazel Scher	Zachary Zabel	Ezra Pincus-Roth	Rogelio Pardo					
	Principal 5 \$225.00	Senior Associate 2 \$161.00	Associate 4 \$130.00	Associate 3 \$110.00	Associate 2 \$95.00	Associate 2 \$95.00					
1 Kick Off, Coordination, and Outreach Meetings	10	24	0	10	0	12	56	\$8,254	\$2,925	\$11,279	
2 Review and Analyze Plans and Data	2	8	2	10	6	30	58	\$6,518	\$0	\$6,518	
3 Best Practices Assessment	4	16	8	10	22	10	70	\$8,656	\$0	\$8,656	
4 Initial Strategy Development	10	20	4	12	20	12	78	\$10,350	\$0	\$10,350	
5 Recommendations and Final Report	4	18	4	40	20	20	106	\$12,518	\$0	\$12,518	
TOTAL HOURS	30	86	18	82	68	84	368				
TOTAL LABOR COST	\$6,750	\$13,846	\$2,340	\$9,020	\$6,460	\$7,980		\$46,396	\$2,925	\$49,321	
GENERAL & ADMINISTRATIVE ON SUBCONTRACTOR COSTS										\$0	
TOTAL COSTS										\$49,321	

Metrolink Station Parking Management Study
City of Placentia

SCHEDULE

Placentia Metrolink Station Parking Study
DRAFT TIMELINE

		2016																										
		July				August				September				October				November				December						
Task	Description	4	11	18	25	1	8	15	22	29	5	12	19	26	3	10	17	24	31	7	14	21	28	5	12	19	26	
1	Kick Off, Coordination, and Meetings	●	■	■	■	●					●				●					●				●				
2	Review and Analyze Plans and Data		■	■	■	■	■	■	■																			
3	Best Practices Assessment										■	■	■	■	■	■	■	■	■									
4	Initial Strategy Development																				■	■	■	■	■	■	■	■
5	Recommendations and Final Report																											



RESUMES

David Fields, AICP

Principal



David Fields believes a great community provides transportation choice. With 20 years of transportation planning experience as both a consultant and public sector employee, David's work focuses on transportation planning that supports communities' long-term goals, including multiple modes (heavy rail, light rail, and on-street bus services); parking and park-and-ride facilities; policy (transit-oriented development, Parking Management, and Transportation Demand Management); and environmental review. He is the Immediate Past Chair of the American Planning Association's Transportation Planning Division.

EDUCATION

Master of Urban Planning (concentrations in Transportation and Environmental Planning), New York University, Robert F. Wagner Graduate School of Public Service (1996)

B.A., Geography (concentration in Urban Planning) and Philosophy, State University of New York at Binghamton, Harper College (1994)

EXPERIENCE

Nelson\Nygaard Consulting Associates, Inc.

Principal, 2007–Present; Senior Associate, 2005–2007

Transit Oriented Development

- **Village Center Transportation Planning Study (Gladstone, MO) 2013:** Project manager linking land use and multimodal transportation to create an active, interesting place that draws people from Gladstone, Kansas City, and across the region.
- **Waterloo Central Transit Corridor Development Strategy (Waterloo, ON) 2012:** Project manager in developing the Corridor Development Strategy Report which identified stable neighborhoods and reurbanization areas that offer future opportunities for development, as well as established station area typologies and a broad vision for the general development direction of the area.
- **TOD Area Reports (Washington, DC) 2011:** Led a team of transportation, land use, and economic development planners in completing a study of 35 transit-oriented development (TOD) sites, including both rail and bus services, as a preliminary step toward establishing new TOD zoning standards for the District of Columbia.
- **Johns Hopkins Campus Planning (Baltimore, MD) 2009:** Project manager for the transit, pedestrian, bicycle, and parking elements to serve a new TOD/mixed use district for Johns Hopkins University.
- **State Street Transit Oriented Development Study (Schenectady, NY) 2008:** Transportation task manager for the City of Schenectady's State Street TOD Project which produced TOD plans for two new BRT stations.
- **TOD Guideline (Cleveland, OH) 2007:** Principal author of TOD guidelines including transportation, land use, and design components to spur private development around transit

stations, sponsored by the Greater Cleveland Regional Transit Authority and provided for use to the wider region.

- **Arlington County Station Area Plans (Arlington, VA) 207-2011:** Station area plans for **Crystal City** and **East Falls Church WMATA Metro stations**, including multimodal station access and parking management.
- **Mockingbird Station TOD Plan (Dallas, TX) 2006:** Lead planner for Phase II of the Mockingbird Plaza TOD Project in Dallas, TX, focusing on bus circulation and parking supply analysis.
- Technical peer review for transportation, land use, and design of proposed BRT-supported TOD projects in **Gaochun and Kuchan, China**.

Multimodal Transportation Planning

- **Public Square Transportation Study (Cleveland, OH) ongoing:** As part of the LAND studio team, leading the analysis of roadway and transit system impacts resulting from the possible closure of the road segments bisecting the larger square.
- **moveDC Long Range Transportation Plan (Washington, DC) 2014:** Led the transit, pedestrian, bicycle, parking, and TDM elements of Washington DC's 30-year Long Range Transportation Plan.
- **Trenton Transportation Master Plan Phase II (Trenton, NJ) 2005:** Project manager to develop the two-phase Transportation Master Plan. The first phase involved an analysis of the existing transportation network and public outreach. Phase II was concerned with the alignment of the city's existing land use and economic development goals with the Transportation Master Plan and the creation of transportation performance indicators that reflected this alignment.

Parking and Transportation Demand Management

- **Destination Medical Center (Rochester, MN) 2014:** Parking task leader to identify parking demand and a complete district-wide Transportation Demand Management plan for the anticipated increase of 45,000 additional jobs, plus significant increases in visitors and residents.
- **Parking Management Study (Seaside, FL) 2013:** Principal in charge for Nelson\Nygaard's work to help address the parking issue through a comprehensive parking assessment.
- **4600 Wisconsin Ave NW/Babe's Billiards Parking Peer Review (Washington, DC) 2013:** Project manager to conduct a peer review of the proposed parking provisions for the 4600 Wisconsin Avenue NW PUD application, including review of the proposed development plan parking provisions and Transportation Demand Management (TDM) Plan.
- **Howard University TDM Plan (Washington, DC) 2012:** Project manager to develop the Transportation Demand Management (TDM) Plan and provide a detailed assessment of opportunities to mitigate adverse transportation impacts, primarily by enhancing multimodal Central Campus access and mobility for the extended Howard University community.
- **Belo Horizonte Parking Study (Belo Horizonte, Brazil) 2012:** Principal in charge for Nelson\Nygaard's work to analyze the financial feasibility for a private parking operator to obtain the rights to build and manage the new off-street parking.
- **Chinatown Parking and Access Study (New York, NY) 2012:** Parking task manager for the Chinatown Parking and Access Study, conducted within the heart of Chinatown and parts of the Lower East Side using a neighborhood-transportation study approach.
- **Adams Morgan Historic Hotel Technical Review (Washington, DC) 2012:** Project manager to conduct a technical peer review of the Adams Morgan Historic Hotel Traffic Impact Study. The objective was to review the TIS and determine whether the analyses and conclusions conform to appropriate professional practices.
- **Incorporation of Transportation Demand Management into Development Process (Washington, DC) 2010:** TDM task manager as a sub consultant to Michael Baker, assisted DDOT in an analysis of incorporating TDM in the Washington DC development review process. Developed specific recommendations

Metrolink Station Parking Management Study
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- **Amtrak Development Study (Baltimore, MD) 2009:** Project manager of shared use parking demand analysis for best and highest redevelopment of Amtrak's Lanvale Site at Baltimore Penn Station.
- **District of Columbia Parking Study (Washington, DC) 2008:** Principal in charge of project to develop recommendations for shifting off-street parking standards for Washington, D.C. from minimum requirements to maximums.
- **Arlington County Commercial Building Parking Assessment (Arlington County, VA) 2007:** Project manager of a parking study to determine the appropriate amount of parking needed in transit-oriented commercial developments, particularly within the Roslyn-Ballston and Route 1 Corridors, based on actual utilization within the areas and throughout the region.
- **Downtown Parking Study (Ann Arbor, MI) 2006-2007:** Project manager for a study that developed Access and Parking Management Policies for Ann Arbor (MI) and was adopted by the City, Downtown Development Authority, and Transit Authority.
- **Yale-New Haven University Hospital Parking and Access (New Haven, CT) 2005:** Project manager for planning and providing expert testimony to support the community in working with the Yale New Haven Hospital to reduce the impact from a proposed five-level garage.
- **Residential Permit Parking Study (Brooklyn, NY) 2004:** Analysis of parking utilization and program implementation options for the Downtown Brooklyn Residential Permit Parking Study.

PREVIOUS EXPERIENCE

Parsons Brinckerhoff Quade & Douglas, Inc.

Senior Planner, 2001–2005

- Lead planner for preliminary engineering/environmental impact statement (PE/EIS) phase of transit and development projects.
- Specialist in pedestrian and vehicle conflict planning, including author of the Central Phoenix/East Valley Light Rail Transit LRT/Traffic and Pedestrian Interface Report and the Transportation Impact Chapter of the CP/EV LRT Environmental Impact Statement.
- Author of Section 5309 New Starts Criteria Report to Federal Transit Administration for application for federal transit funds.
- Analyze potential environmental impacts on existing and future conditions for traffic, transit, pedestrian, parking, socio-economics, environmental justice, land use, neighborhoods, and emergency services.
- Coordination of federally-mandated public outreach processes, including scoping and stakeholder meetings, document publication, and media announcements.
- Environmental analyses of transit projects including the extension of the #7 Subway Line (New York), implementation of the Central Phoenix/East Valley Light Rail Transit System (Phoenix), and reimplementing of the Desire Streetcar Line (New Orleans).

MTA Metro-North Railroad, Facility Planning and Parking Operations

Senior Planner, 1998–2001

- Manage the conceptual planning, design and environmental review for seven new regional train stations with a total capital budget of \$23M. Responsible for analysis of all capital and operating impacts of proposed projects.
- Develop comprehensive program of Park & Ride Shuttle Facilities with station amenities and bus connections to existing stations.
- Coordinate negotiations with state, county and local representatives.

JAC Planning Corp.

Staff Planner and Project Manager, August 1996–September 1998

Metrolink Station Parking Management Study
City of Placentia

- Organize community outreach and public participation services for New York State Department of Transportation's Long Island Transportation Plan 2000 Major Investment Study.
- Author codification of zoning codes for several Long Island municipalities.
- Conduct site- and corridor-based transportation planning.

PUBLICATIONS

- The Nerve of Traffic Modeling, Planning Magazine, November 2015
- Transit: The Right Answer to the Wrong Question, Planning Magazine, February 2014
- Campus Controls, Planning Magazine, February 2012 (co-authored)
- Blog: buildabetterburb.org: An Existential Lesson in Curb Space, July 2013
- Blog: Planning.org: New York City and Water: A Changing Relationship, December 2012

PRESENTATIONS (SELECT)

- Parking Management for Today's Economy, American Planning Association Annual Conference, Seattle WA, April 2015
- Make No Small Performance Measures, American Planning Association Annual Conference, Atlanta GA, April 2014
- The Parking Revolution: Attack from All Sides, American Planning Association Annual Conference, Chicago IL, April 2013
- Parking from All Sides, American Planning Association, Chicago, IL, April 2013
- Complete Communities – A Place to Start: Transportation, Rail~Volution, Los Angeles, CA, October 2012
- Transit Oriented Development: Beyond the Basics, Secovi International Urban Forum, Sao Paulo, Brazil, September 2011
- Jackson Heights Neighborhood Transportation Study, TRB Planning Conference, Reno, NV, May 2011
- Getting TOD Right, New York State Department of Transportation, Hauppague, NY, April 2009
- Best Practices in Off-Street Parking Management, New York Metropolitan Transportation Council, New York, NY March 2009
- Innovative Solutions to Your Parking Challenges, New York Main Street Economic Development Conference, Buffalo, NY, May 2008

PROFESSIONAL AFFILIATIONS

- American Planning Association, Divisions Council, Vice Chair (April 2014 to present)
- American Planning Association, National Transportation Planning Division, Immediate Past Chair (January 2015 to present); Chair (April 2011 to December 2014); Secretary (April 2007 to April 2011)
- American Planning Association, New York-Metro Chapter, Vice President of Committees (June 2010 to June 2012); Director, New York City Section (June 2006 to June 2010), Transportation Committee Chair (June 2005 to June 2010)
- American Institute of Certified Planners: Certified Planner, July 1999 to Present
- American Planning Association: Member, May 1994 to Present;
- Technical Advisor, New York University Wagner School of Public Service, Urban Planning Capstone, Transportation in Abu Dhabi Projects, September 2008-May 2009
- American Planning Association: Floyd Lapp Award, October 2009; Robert Weinberg Award, May 1996

Lauren Mattern

Senior Associate



Lauren Mattern brings eight years of city and transportation planning experience, with a focus on parking, transportation demand management, and multimodal planning. She has strong expertise with data-driven decision making, agile project management, and public sector communications strategies. Before joining Nelson\Nygaard, Lauren served as Manager of Parking Policy and Technology at the San Francisco Municipal Transportation Agency, where she implemented the innovative SFpark program and oversaw parking policy efforts. She led pricing policy projects using new technology and coordinating with a variety of technical experts and public officials. Lauren connects transportation projects with broader city goals, such as public health, leading both technical projects and conceptual policy development. Her rich municipal experience implementing technically challenging projects allows her to build projects that are both forward-thinking and highly implementable.

EDUCATION

Master of City & Regional Planning, University of Pennsylvania, Philadelphia, PA
B.A., Political Science, Drake University, Des Moines, IA

EXPERIENCE

Nelson\Nygaard Consulting Associates Inc.

Senior Associate, November 2015–Present

- **Santa Monica Downtown Parking Study**, (Santa Monica, CA), 2016. Managing parking study for downtown Santa Monica, to provide updated analysis for their parking program implemented in 2006 and plan for development of a new multi-story theater on the site of an existing parking structure.
- **Truckee Railyards**, (Truckee, CA), 2016. Managing development of parking and traffic strategies for a mixed-use downtown expansion. Issues include creating shared parking policies among diverse tenants, determining parking ratios, and recommending a parking management system.
- **City of Madison Multimodal Transportation Plan**, (Madison, WI), 2015-Present. Overseeing production of Madison's long-range transportation plan. This Madison in Motion plan will guide future transportation decisions in Madison, to make Madison a more walkable, bikeable, and transit-oriented city.
- **City of Breckenridge Transportation Planning**, (Breckenridge, CO), 2015-Present. Providing case study and exemplar research as the project team seeks to understand how other resort cities have dealt with increasing traffic, affordability, resort growth pressures, transit needs, and pedestrian connections.
- **City of Oxnard Congress for New Urbanism Charrette**, (Oxnard, CA), 2016. Served as transportation expert in a five day charrette that engaged community, developer, and city leadership and staff stakeholders, illustrating the interaction between vibrant downtowns and progressive parking policies, and providing implementation-ready next steps.
- **Occidental College Master Plan** (Los Angeles, CA), 2016. Developing Transportation Demand Management strategies, focusing on smoothing out parking demand across campus and establishing TDM strategies for campus events.

- **CSU Channel Islands Parking and Transportation Demand Management Plan**, (Camarillo, CA), 2016. Designing parking and TDM strategies, taking a phased, cost-effective, multi-modal approach.

PREVIOUS EXPERIENCE

San Francisco Municipal Transportation Authority, San Francisco, CA

Manager of Parking Policy and Technology, 2014–2015; Principal Analyst, 2011-2014; Analyst, 2009-2011)

- **SFpark Pilot Projects.** Lauren led policy and operations such as data-driven on- and off-street rate adjustments and user experience improvements. As pricing policy project manager for this world-renowned and innovative program, created pricing business rules using new state-of-the-art infrastructure (parking sensors, wireless parking meters, and a data warehouse) to conduct 13 demand responsive rate adjustments at 7,000 metered parking spaces. This \$23M, federally funded pilot project made it easier to find a parking space quickly, and reduced circling, double-parking, and greenhouse gas emissions. Lauren oversaw a parking policy and technology team and a broad portfolio of related initiatives including on-street car sharing, commercial loading policy, and reform of Residential Permit Parking program.
- **Neighborhood Parking Plans.** Lauren led data analysis, policy development, and outreach for neighborhood area plans to improve parking availability in areas with severe parking problems.
- **City Employee Parking Reform.** Lauren provided hands-on, adaptive project management throughout full project lifecycle: research, analysis, policy formulation, outreach, legislation, communications strategy, implementation, and evaluation; working with variety of internal and external stakeholders. Implemented parking changes for city employees to reflect best practices in transportation demand management.
- **Waterfront Parking Plan.** Lauren managed all aspects of this proposal to improve parking availability around AT&T Park including coordinating new hours of operations, meters, signage, and pricing policies.
- **Transportation Funding.** Lauren conducted expenditure plan analysis and outreach planning for transit funding mechanisms recommended by the 2013 Mayor's Transportation Task Force to consider putting a general obligation bond (\$500M) and vehicle license fee increase(\$72M) on the 2014 ballot.
- **Multimodal Integration.** Lauren led integration efforts with land use, bicycle, and transit planning, recognizing the intractable and multidimensional role of parking in street design discussions, local politics, congestion management, and economic development. She served as parking policy liaison with other divisions and departments to leverage parking policies to support broader transportation, public health, and city planning goals.
- **Coaching peer cities.** Lauren headlined parking management training sessions in six cities around the country which were facilitated by FHWA. She presenting about SFpark and their broader portfolio of parking projects. She also led workshops on local parking issues.

Metropolitan Planning Group, Mountain View, CA

City Planner, 2008–2009

- **Housing policy:** Managed housing production plans for Bay Area municipalities, including Sonoma, Sausalito, Belvedere, and Los Altos Hills.
- **City department staffing:** Filled wide range of city planning staff functions for the City of Petaluma.
- **Public participation:** Guided public participation process of a city's General Plan update
- **Design review:** Analyzed design of Transit Oriented Development project and reviewed plans at a public planning counter
- **Created planning class:** Designed/delivered high school curriculum on city planning at Oakland's Emiliano Zapata Street Academy

Zachary Zabel

Associate



Zachary Zabel specializes in parking policy, transit service planning, and Transportation Demand Management (TDM) programs. Zachary has experience working on local and regional transportation projects throughout the United States and has developed extensive design guidelines for new town developments in China. In addition to his professional experience, Zachary has applied his background in research and urban planning on a multitude of academic international development projects across the globe.

EDUCATION

M.A., Urban and Regional Planning, University of California, Los Angeles
B.A., Geography, Pennsylvania State University

EXPERIENCE

Nelson\Nygaard Consulting Associates, Inc.

Associate, September 2014–Present; Intern, March 2014–September 2014

- **Parking policy**, including management strategies, in-lieu fee studies, dynamic pricing plans, and code updates for the City of Beverly Hills, the City of Oakland, the City of Livermore, the City of Milpitas, the City of Placentia, the City of Yorba Linda, the San Francisco County Transportation Authority, the County of San Mateo, the Southern California Association of Governments, and the Golden Gate National Recreation Area.
- **Transit planning**, including short-range transportation plans, comprehensive operational analyses, investment plans, and fare studies for agencies including Foothill Transit, Lane Transit District, the Minnesota Department of Transportation, San Diego International Airport, the San Luis Obispo Council of Governments, Santa Rosa CityBus, the Ventura County Transportation Commission, and Wichita Transit.
- **Complete Streets and multimodal planning**, including active transportation program support, conceptual street design, and MMLOS analysis for the Alameda County Transportation Commission, the City of Dana Point, the City of East Palo Alto, the City of Highland Park (TX), the Los Angeles Department of Transportation, the City of Mountain View, and the City of Sacramento.
- **TDM services**, including assistance with employee shuttle design and refinement, parking management schemes, and transportation surveys of global employees for major Silicon Valley technology firms such as Genentech and LinkedIn.
- **Transit-Oriented Development**, including traffic impact studies, parking policy plans, station access planning, and TDM measures for private development projects throughout Northern California.

PREVIOUS EXPERIENCE

Jack Faucett Associates, Los Angeles, CA

Intern, October 2012–May 2013

- Prepared reports in relation to the Southern California Association of Governments planning efforts for regional goods movement strategies.
- Examined the feasibility of connecting the Ports of Los Angeles and Long Beach to inland intermodal facilities with a designated near-zero emissions truck corridor.

Rogelio Pardo

Associate



Rogelio has over three years of experience in transportation planning in the non-profit, public, and private sectors. Working in the Los Angeles area, he has a background focused on transit planning and multimodal transportation planning efforts. Rogelio combines skills in data analysis and GIS with stakeholder and community outreach experience to address projects in a holistic and equitable manner. He is a native Spanish speaker and has conducted provided translation services for outreach materials and bilingual support for community outreach efforts.

EDUCATION

Master of Planning, University of Southern California, Los Angeles, CA
Bachelor of Science, Environmental Science, University of California, Los Angeles, CA

LANGUAGES: Spanish (fluent)

EXPERIENCE

Nelson\Nygaard Consulting Associates Inc.

Associate, 2015–Present

Intern, June 2015–August 2015

- **Culver CityBus Line-by-Line and Comprehensive Operations Analysis, (Culver City, CA) Ongoing.** Analyzed ridership survey data and demographic data, developed maps to show trends in demographics and passenger trips, and drafted text for deliverables. Also developed methodology for analyzing the propensity for transit within the study area based on key demographic factors, which was the focus of an equity analysis document.
- **Central Ohio Transit Authority Long Range Transportation Plan (Columbus, OH) Ongoing.** Analyzed data for potential high quality transit corridors to develop key service characteristics including ridership potential, speed, stop locations, and alignments.
- **Livermore Amador Valley Transit Authority Comprehensive Operations Analysis, (Livermore, CA) 2015.** Analyzed and synthesized passenger survey data to support ongoing planning efforts.
- **Solano County Mobility Management Travel, Solano Transportation Authority (Solano County, CA) 2015.** Translated rider guides for various transit services provided by the Authority in order to better serve the Spanish speaking community using Solano Transportation services.
- **City of Columbus Multimodal Transportation Plan, (Columbus, OH), Ongoing.** Assisting with data analysis, land use and transit network scenario development, and public outreach that have led to the development of recommendations for the City's comprehensive long range transportation plan.
- **City of Madison Multimodal Transportation Plan, (Madison, WI), Ongoing.** Manage efforts to model alternative land use and transportation scenarios to understand impacts on regional travel patterns. Also playing a significant role in drafting the transportation plan.
- **Midtown Atlanta District Transportation Plan, (Atlanta, GA), Ongoing.** Assist with data analysis and the development of alternative streetscape designs to develop welcoming street environments for all users.
- **Spokane Comprehensive Transportation Plan, (Spokane, WA), Ongoing.** Collaborate with City staff to develop goals and project evaluation criteria consistent with community concerns.

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- **St. Mary Medical Center Planning Project, (Victorville, CA), 2015.** Provided research and data analysis support related to project site traffic safety conditions, and developed solutions for accommodating multimodal access to the development.
- **Occidental College Campus Plan, (Los Angeles, CA) Ongoing.** Lead data collection and data analysis efforts to develop a traffic and parking management plan in anticipation of intensifying land uses on campus.
- **Barrington Parking Study, (Barrington, RI) 2015.** Provided assistance in data collection and analysis efforts, including parking inventory identification, parking policy analysis, and mapping.

PREVIOUS EXPERIENCE

Arellano Associates, Chino Hills, CA

Project Intern, September 2014-January 2015

- Led stakeholder outreach efforts to collect local input in collaboration with the Los Angeles County Metropolitan Transportation Authority, Fehr and Peers, and Cambridge Systematics, in the development of the Subregional Mobility Matrix Projects for the North County, South Bay, Central and West Side Subregions. The Mobility Matrix Projects identified the transportation funding needs of each subregion.
- Provided support via database management, logistical support, and the development of meeting materials and outreach strategies for projects including, but not limited to, Metro Subregional Mobility Matrices, Los Angeles County Department of Public Works Dam Sediment Removal projects (Santa Anita and Pacoima Dam's), and the Gateway Cities Council of Governments Strategic Transportation Plan.

Hazel Scher

Senior Associate



Hazel Scher is based in our Los Angeles office and specializes in transit multimodal planning. Her depth of experience in transit planning includes comprehensive operational analyses, long range transit visioning, evaluation and development of performance metrics for transit agencies. In addition to technical expertise, Hazel brings a passion for visual communication to the transit planning process, seeking to engage and educate stakeholders and the public through project branding and elegant translations of technical data into accessible information for the lay-person.

EDUCATION

B.A., Environmental Studies, Yale University, New Haven, CT

EXPERIENCE

Nelson\Nygaard Consulting Associates, Inc.

Associate, 2011–Present

- **Culver CityBus Line-by-Line and COA, Ongoing.** Served as deputy project manager, led Line-by-Line portion for complete evaluation of all routes. Project will investigate new service options and integration with MetroRail EXPO line extension.
- **SunTran, St. George System Plan, Ongoing.** Served as deputy project manager, leading all aspects of data analysis and community engagement, including project branding as “Brighter SunTran”, website development, and on-board surveys.
- **Round Rock Transit Master Plan, Ongoing.** Served as deputy project manager for developing a new transit system in Round Rock, TX. Created materials for public outreach focusing on educating community members about different transit service types that could be implemented in Round Rock, along with costs and tradeoffs in order to identify priorities. The plan recommended short and long term service structure, stop locations, park-and-ride facilities, and marketing strategies.
- **Central Ohio Transit Authority Next Generation Plan, Ongoing.** Served as deputy project manager on long-range vision plan for transit in Columbus and Central Ohio. Based on extensive public outreach process and technical assessment, project will develop the community’s vision for transit over the next 35 years. Project will evaluate potential projects based on criteria developed from community values and priorities expressed during the outreach process.
- **Connect Columbus Long-Range Multimodal Transportation Plan, Ongoing.** Served as transit specialist to provide coordination between COTA Next Generation and Connect Columbus planning processes, which took place simultaneously. Developed graphics and supporting materials to communicate hypothetical models for premium transit in Columbus, drawing on other cities’ practices.
- **Foothill Transit COA, San Gabriel Valley, Ongoing.** Developed cost constrained and expansion scenario service plan focusing on integration with new Gold Line MetroRail extension and creating a core network of frequent service. Coordinated ridership modeling effort to present a prioritized list of potential investments, based on predicted productivity of additional services.
- **Ojai Complete Streets Master Plan, 2015.** Assisted with week-long charrette to develop specific recommendations for bicycle, pedestrian, and transit priority streets in Ojai. Developed graphics and supporting materials for “low stress” bicycle network, integrating the Ojai Valley trail with the city’s bicycle infrastructure.

- **Santa Monica Big Blue Bus Expo Integration Plan, 2015.** Projected operating costs and vehicle requirements for preferred service alternative.
- **Georgia Regional Transportation Authority COA, Atlanta Region, 2014.** Led ridecheck and onboard survey for park-and-ride based commuter services, operations data analysis, and existing conditions analysis. Assisted with zone selection for mobile phone travel pattern data analysis to identify new markets.
- **Utah Transit Authority Shuttle Market Demand Study, 2013.** Using Census On The Map origin and destination data, evaluated the market potential for “first mile” and “last mile” shuttles connecting FrontRunner rail riders to employment. Evaluated existing shuttle services and presented market potential data to UTA service planners in order to develop shuttle route concepts at FrontRunner stations that showed a high number of potential rail-shuttle trips.
- **Newport Beach Corona del Mar Parking Management Study, 2013.** Developed existing conditions report using parking occupancy and inventory data for the Pacific Coast Highway study corridor, a mix of retail, commercial, and residential uses. Projected future demand based on zoning and developed shared parking strategy by identifying potential shared lots and conducting stakeholder outreach with those parking lot owners to determine feasibility of shared parking agreements.
- **Madison Metro Bus Size Study, 2013.** Performed screen line load counts and key locations throughout Metro’s system in order to determine max load on each route. Helped identify “right size” vehicles (30’, 40’, or 60’) for each route based on observed max load and interline pairs.
- **Seattle 3rd Avenue 10% Design, 2013.** Developed Pedestrian LOS calculator based on Transit Capacity and Quality of Service Manual in order to determine areas of congestion and opportunities for reorganization at bus stops on 3rd Avenue, Seattle’s downtown transit mall. Created a time-lapse video showing transit and pedestrian patterns during peak hour on 3rd Avenue.
- **TCRP Synthesis SB-23: Integrating Passenger Ferry Service with Mass Transit, 2012.** Administered survey to roughly 50 transit and ferry operators regarding their integration practices across modes. Co-wrote synthesis report and incorporated TCRP panel comments.

Ezra Pincus-Roth

Associate



With nationwide experience in municipal and regional policymaking, Ezra Pincus-Roth channels a passion for providing safe and effective transportation options for all people. His expertise is rooted in interpreting government accessibility standards and transit-oriented planning practices. His experience covers many facets of transportation planning, including parking studies for universities, accessible bus stop designs, and mobility management studies for state and county governments.

Previously, Ezra worked as a management and budget analyst for the New York City Parks Department, a consultant for the San Francisco Foundation, and a research fellow for Reconnecting America.

EDUCATION

Master of City Planning, Transportation and Land Use, University of California, Berkeley, CA, 2013
Bachelor of Arts, Politics, Oberlin College, OH, 2008

EXPERIENCE

Nelson\Nygaard Consulting Associates Inc.

Associate, 2014–Present; Intern, 2013–2014

Parking Management Projects

- **Santa Monica Downtown Parking Study, City of Santa Monica, (Santa Monica, CA), 2016-ongoing.** Assisting all data and content for an updated analysis for a City parking program implemented in 2006 and plans for the development of a new multi-story theater on the site of an existing parking structure.
- **Downtown Austin Parking Strategy, Downtown Austin Alliance, (Austin, TX), 2016-ongoing.** Supporting a broad study of existing downtown parking inventory, utilization, and policies.
- **Savannah Downtown Parking and Mobility Strategic Plan, Chatham County Metropolitan Planning Commission, (Savannah, GA), 2015-ongoing.** Leading data analysis, GIS production, and internal team coordination behind a comprehensive strategic parking review and mobility plan in one of America's most renowned historic districts and destinations.
- **Village Center Parking Study, Town of Barrington, (Barrington, RI), 2015-ongoing.** Leading all data collection efforts while coordinating public outreach and client communications. Writing summaries of the town's zoning code with regards to parking minimums and design modifications while comparing them to existing industry standards and best practices.
- **821-887 Industrial Road Transportation Demand Management (TDM) Plan, Windy Hill Property Ventures (San Carlos, CA), 2015-Ongoing.** Writing a City-mandated trip mitigation plan for a new infill office development on the outskirts of a high-capacity transit station area. Utilized California Emissions Estimator Model to assess travel mitigation impacts of TDM policies.
- **Parking and Transportation Master Plan, University of North Texas (Denton, TX), 2015-ongoing.** Advising analysis of campus transportation conditions, bicycle and pedestrian network gaps, and parking utilization.

- **Campus Transportation Plan, University of Arkansas (Fayetteville, AR), 2014-ongoing.** Facilitating stakeholder outreach in both public and online forums, writing summaries of campus transportation existing conditions and future recommendations.
- **Transportation and Parking Study, University of Wisconsin (Milwaukee, WI), 2013-2015.** Coordinated all analysis and client correspondence associated with a comprehensive study of an urban research university's traffic circulation, transit operations, parking occupancy, transportation demand management practices, and bicycle/pedestrian infrastructure. Designed a series of conceptual pilot street improvements on an arterial road running through the heart of campus.
- **Boston University Transportation Demand Management Plan, Boston University (Boston, MA), 2014-2015.** Led data analysis and graphic design elements of this plan to help remedy the transportation impacts following the closure and redevelopment of multiple campus parking facilities. Assisted TDM plan implementation with review and edits of promotional material designs.
- **University Parking & Transportation Master Plan, University of Kentucky (Lexington, KY), 2013-2015.** Wrote memoranda summarizing the existing conditions and future opportunities of transportation demand management (TDM) programs and practices on campus. He also coordinated efforts to model current and future transportation demand based on a variety of scenarios and strategies.
- **Parking Management Implementation Plan, Town of Lexington, (Lexington, MA), 2013-2014.** Summarized and analyzed the town's zoning code with regards to parking minimums, and design modifications while comparing them to existing industry standards and best practices.

Field Data Collection Projects

- **Bus Stop Accessibility Audits, Massachusetts Bay Transportation Authority (Various) 2015.** Assisted and advised intensive field data collection efforts behind a comprehensive effort to measure and document Americans with Disabilities Act (ADA) compliance at over 150 bus stops throughout the Greater Boston region.
- **Planning and Engineering Services, Massachusetts Bay Transportation Authority (Various), 2014-2015.** Managed data collection, analysis, and conceptual redesigns behind a bus stop placement and spacing study in South Boston, as well as a bus shelter placement study throughout Somerville, Cambridge, and Watertown. These studies required intensive data collection, field measurements, and analysis to ensure bus stop modifications were always compliant with agency design guidelines and Americans with Disabilities Act (ADA) standards.

PREVIOUS EXPERIENCE

Reconnecting America and the Center for Transit-Oriented Development, Oakland, CA Fellow, 2013

- **Twin Cities Transit-Oriented Development Prioritization Tool, Metropolitan Council (St. Paul, MN) 2013.** Performed all data and GIS analysis to help the client rank over 150 high-capacity transit station areas on physical transit orientation and real estate market potential.

Institute for Urban and Regional Development, Berkeley, CA Graduate Research Assistant, 2011-2013

- **GoBerkeley, City of Berkeley and UC Berkeley, 2012-2013.** Assisted data collection and analysis of parking inventory and occupancy in high-demand areas of the City of Berkeley.

PROFESSIONAL MEMBERSHIPS AND AFFILIATIONS

- American Planning Association, Member
- Association of Pedestrian and Bicycle Professionals, Member

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to WHO IS AN INSURED (Section II):

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of 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 "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

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

- d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.
- e. This insurance does not apply to the rendering of or failure to render any "professional services".
- f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF**

INSURANCE (Section III) for this Coverage Part.

B. The following is added to Paragraph a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

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

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

C. The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):

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 injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

COMMERCIAL GENERAL LIABILITY

injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to DEFINITIONS (Section V):

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Cov-

erage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

- a. After you have entered into that contract or agreement;
- b. While that part of the contract or agreement is in effect; and
- c. Before the end of the policy period.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

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

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- A. BROAD FORM NAMED INSURED**
- B. BLANKET ADDITIONAL INSURED**
- C. EMPLOYEE HIRED AUTO**
- D. EMPLOYEES AS INSURED**
- E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS**
- F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS**
- G. WAIVER OF DEDUCTIBLE – GLASS**
- H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT**
- I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT**
- J. PERSONAL EFFECTS**
- K. AIRBAGS**
- L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS**
- M. BLANKET WAIVER OF SUBROGATION**
- N. UNINTENTIONAL ERRORS OR OMISSIONS**

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c. in A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and

executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

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

COMMERCIAL AUTO

2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and
- (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – LIABILITY COVERAGE**:

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

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or

within such country or jurisdiction, for Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limit Of Insurance, of **SECTION II – LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limit Of Insurance, of **SECTION II – LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available

to the "insured" whether primary, excess contingent or on any other basis.

- (c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL EFFECTS

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Effects

We will pay up to \$400 for "loss" to wearing apparel and other personal effects which are:

- (1) Owned by an "insured"; and
- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

Insured: Nelson\Nygaard Consulting

Policy Number: 57WBGPH9998

Effective Date: 09/01/2015

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**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 _____ % of the California workers' compensation premium otherwise due on such remuneration.

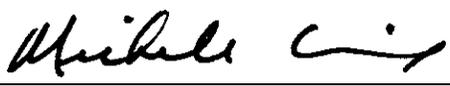
SCHEDULE

Person or Organization

Job Description

City of Placentia
Attn: Luis Estevez
401 E. Chapman Ave.
Placentia, CA 92870

RE: NNCA Project No. 2015.0450 - Metrolink Station Parking Management Plan. PERSON OR ORGANIZATION CONTINUED: The City of Placentia and its elected and appointed boards, officers, officials, agents, employees, and volunteers

Countersigned by 
Authorized Representative